



Board of Directors Regular Meeting

August 27, 2020 | 10:00 a.m.

To be held by Zoom Video Conference

NOTICE IS HEREBY GIVEN that the members of the DCTA Board of Directors will be meeting via video conference using Zoom. The meeting will be made available to the public at the following web address: <https://zoom.us/j/99145452923> or by joining via telephone by dialing the following number: +1 346 248 7799; Meeting ID: 991 4545 2923

CALL TO ORDER

INVOCATION

PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the Board of Directors on any agenda item(s) or other matters relating to the DCTA. Each speaker will be given a total of three (3) minutes to address any item(s). Anyone wishing to speak shall be courteous and cordial. Any person who wishes to address the Board of Directors regarding any item(s) may do so by utilizing the "raise hand" function of the Zoom meeting at this time. Citizens that are not able to connect to the Zoom meeting must email his or her public comment to bpedron@dcta.net no later than 3:00 pm on Wednesday, August 26, 2020 to ensure the comment will be read. The Board of Directors is not permitted to take action on any subject raised by a speaker during Public Comments. However, the Board of Directors may have the item placed on a future agenda for action; refer the item to the DCTA Administration for further study or action; briefly state existing DCTA policy; or provide a brief statement of factual information in response to the inquiry.

GUEST SPEAKER

1. Debt Refinancing Options (packet pages 10-14)

Presenters: Marisa Perry, CFO/VP of Finance
Laura Alexander and Adam LanCarte, Hilltop Securities

Item Summary: DCTA currently has \$25.23 million in outstanding debt with principal payments scheduled through 2031. Refinancing the existing debt would reduce interest expense and increase debt capacity for future capital projects.

Backup Information: Memo: Debt Refinancing Options
Exhibit 1: Presentation by Hilltop Securities

CONSENT AGENDA

1. Consider Approval of July 23, 2020 Board Meeting Minutes and August 7, 2020 Special Called Meeting Minutes (packet pages 15-24)

Action Item

Presenter: Dianne Costa, Highland Village, Board Chair

Item Summary: Approval of the July 23, 2020 Board Meeting Minutes and August 7, 2020 Special Called Meeting Minutes.

Backup Information: Exhibit 1: July 23, 2020 Board Meeting Minutes
Exhibit 2: August 7, 2020 Special Called Meeting Minutes

2. **Consider Approval of Monthly Financial Statements for July 2020**

(packet pages 25-31)

Action Item

Presenter: Marisa Perry, CFO/VP of Finance
Item Summary: Board approval will be requested of the following items:

- Financial Statements for July 2020
- Capital Projects Budget Report for July 2020

Backup Information: Memo: Monthly Financial Statements for July 2020
Exhibit 1(a): Monthly Financial Statements – July 2020
Exhibit 1(b): Capital Projects Budget Report – July 2020

3. **Consider Authorizing the CEO to Execute Amendment 1 to the Interlocal Agreement (ILA) with the City of Coppell for Mobility Services**

(packet pages 32-51)

Action Item

Presenter: Lindsey Baker, Director of Government Affairs
Item Summary: Due to the success of the one-year pilot program deploying Lyft services to provide workforce transportation solutions, the City of Coppell would like to continue the program for an additional one-year period. The amendment includes the change in term and an increase to the administrative fee from a not-to-exceed amount of \$18,000 to a not-to-exceed amount of \$16,875 to reflect the Board of Director's Administrative Policy for contract services.
Backup Information: Memo: Consider Approval of Amendment 1 to the Interlocal Agreement (ILA) with the City of Coppell for Mobility Services
Exhibit 1: Interlocal Agreement with City of Coppell, Amendment 1 Draft
Exhibit 2: Original Interlocal Agreement with City of Coppell

4. **Consider Authorizing the CEO to Execute the Lyft Task Order Renewal for Coppell Mobility Services**

(packet pages 52-188)

Action Item

Presenter: Lindsey Baker, Director of Government Affairs
Item Summary: The renewal of the Lyft Task Order will ensure services continue to be deployed without interruption, if the Board of Directors approve the Amendment to the Interlocal Agreement with the City of Coppell for Mobility Services under Consent Item 3.
Backup Information: Memo: Consider Authorizing the CEO to Execute the Lyft Task Order Renewal for Coppell Mobility Services
Exhibit 1: Lyft Task Order for Coppell Mobility Services, Renewal Draft
Exhibit 2: Original Lyft Task Order for Coppell Mobility Services
Exhibit 3: Parent Contract with Lyft
Exhibit 4: Amendment One to Parent Contract with Lyft

5. **Consider Authorizing CEO to Execute Task Order 3 with Irving Holdings for MUTD Services**
(packet pages 189-320)

Action Item

Presenters:

Lindsey Baker, Director of Government Affairs

Item Summary:

The current Interlocal Agreement with the City of McKinney for MUTD services expires on December 31, 2020, while the current Irving Holdings Task Order, which provides for the taxi services per the MUTD ILA, expires on September 30, 2020. Staff recommends executing Task Order 3 to accommodate an extension to align with the ILA and to address the programmatic and budgetary changes necessary to the continued success of MUTD's taxi program provided by Irving Holdings.

Backup Information:

Memo: Consider Approval of Irving Holdings MUTD Task Order

Exhibit 1: Irving Holdings Parent Contract

Exhibit 2: Task Order 1

Exhibit 3: Task Order 2

Exhibit 4: Task Order 3 Draft

INFORMATIONAL REPORTS

1. **Monthly Financial Reports**
(packet pages 321-327)

Item Summary:

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

Backup Information:

Memo 1: Monthly Sales Tax Receipts

Exhibit 1: FY20 Monthly Sales Tax Report

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

Memo 3: Budget Information

2. **Ridership Trend Report**
(packet pages 328-334)

Item Summary:

Exhibits 1-4 provide an overview of total monthly ridership trends across all DCTA services--comparing FY 19 and FY20 To Date with the associated COVID impacts. Note that A-train and Connect May-July ridership each increased by approximately 32 and 19 percent respectfully.

Backup Information:

Memo 1: Ridership Trend Report

Exhibit 1: FY19 & FY20 Total Monthly Ridership - Rail

Exhibit 2: FY19 & FY20 Total Monthly Ridership - Bus

Exhibit 3: FY19 & FY20 Total Monthly Ridership - Access

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

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

3. **Contracted Service Agreements Monthly Progress Report**

([packet pages 335-337](#))

Item Summary: This update is provided per request of the DCTA Board of Directors at the April 2020 board meeting. The attached memo provides a detailed history and staff engagement of current contracted service agreements that are scheduled for renewal. DCTA staff requests that the Board of Directors review the memo and staff can answer questions the Board may have regarding the information provided.

Backup Information: Memo: Contracted Service Agreements Monthly Progress Report

4. **Information Requested by Board Members**

([packet pages 338-354](#))

Item Summary: The information below is being provided per the request of Board Members. DCTA staff requests that the Board of Directors review the supporting documents and staff can answer questions the Board may have regarding the information provided.

Backup Information: Exhibit 1: Performance Measures by Route with Associated Revenue
Exhibit 2: Operational Safety Protocols, Bus Safety Procedures
Exhibit 3: Operational Safety Protocols, Rail Safety Procedures

5. **Transformation Initiative Progress Report**

([packet page 355](#))

Item Summary: The Board-led Transformation Initiative successfully launched on August 7, 2020. An overview of progress has been included in the packet for review and any necessary discussion. Routine progress reports will be provided to the board in each Friday email as well as included on each board agenda. Staff will be prepared to answer questions from the Board.

Backup Information: Memo: Transformation Initiative Progress Report (August 2020)

REGULAR AGENDA

1. **Consider Approval of COVID Pay for NTMC Non-Operators & Frontline DCTA Staff**

([packet page 356](#))

Action Item

Presenters: Marisa Perry, CFO/VP of Finance

Item Summary: The DCTA Board of Directors approved funding of COVID pay for NTMC operators at the July Board meeting and requested cost implications of providing COVID pay to other NTMC and DCTA employees.

Backup Information: Memo: Approval of COVID Pay for NTMC Non-Operators & Frontline DCTA Staff

2. **Consider Approval of Resolution R20-14 Approving FY 2020 Budget Revision 2020-08**
([packet pages 357-367](#))

Action Item

Presenters: Marisa Perry, CFO/VP of Finance

Item Summary: Board approval will be requested of Resolution R20-14 approving FY20 Budget Revision 2020-08.

Backup Information: Memo: Consider Approval of Resolution R20-14 Approving FY20 Budget Revision 2020-08

Exhibit 1: Resolution R20-14 with Exhibit "1" Budget Revision 2020-08 and Exhibit "2" Change in Net Position

Exhibit 2: Year to Date FY2020 Budget Revisions

3. **Consider Approval of Arboc Vehicle Purchase (FY'20)**
([packet pages 368-374](#))

Action Item

Presenters: Nicole Recker, VP of Mobility Services and Administration

Item Summary: Each year, staff reviews current fixed-route and on-demand service levels, identifies fleet requirements, reviews existing fleet, and updates the agency's Fleet Replacement Program which drives the purchase of new and replacement fleet. Fleet purchases were not made in FY '19 due to issues with the required Buy America in the cooperative agreement. The purchase of fleet in FY '20 was originally put on hold due to COVID-19 vehicle production delays, with the recommendation to roll FY '19 and FY '20 funding into FY '21. Based on board direction to increase service levels on Routes 4, 7, 21 and 22, and an aged fleet, there is an immediate need for small replacement vehicles. Staff requests that the board review the supporting materials and is recommending approval of the purchase of nine (9) Arboc Spirit of Independence vehicles.

Backup Information: Memo: Approval of Arboc Vehicle Purchase (FY '20)

Exhibit 1: FY '21 Expanded Level Project for Fleet Purchase

4. **Discuss and Consider Approval of Enhanced Rail Service Implementation**
([packet pages 375-377](#))

Action Item

Presenters: Kristina Holcomb, Deputy CEO

Item Summary: To improve service availability during weekday peak hours and also to provide better connectivity with DART's Green Line service, a proposed enhanced rail schedule is recommended for consideration and approval. This schedule will improve weekday frequency during peak hours from 60 minutes to 30 minutes. Also, an early morning train has been added to the proposed schedule to meet DART Green Line for passengers wanting to reach Downtown Dallas area prior to 7am on weekdays. This proposed enhanced rail schedule can be implemented as early as Monday, September 21, 2020.

Backup Information: Memo: Discuss and Consider Approval of Enhanced Rail Service Implementation

Exhibit 1: Proposed Enhanced Rail Service Schedule

5. **Presentation of Proposed FY2021 Operating & Capital Budget**
(packet pages 378-548)

Discussion Item

Presenters: Marisa Perry, CFO/VP of Finance

Item Summary: The proposed FY 2021 budget was presented and discussed with the Board of Directors on June 18th and July 23rd. The budget is being submitted in accordance with requirements under Chapter 460 of the Texas Transportation Code and DCTA Board policy and procedures, for Board review and comment as well as citizen input.

Backup Information: Memo: Presentation of Proposed FY2021 Operating & Capital Budget
Exhibit 1: FY2021 Proposed Operating & Capital Budget Presentation
Exhibit 2: Change in Net Position
Exhibit 3: Change in Net Position by Function
Exhibit 4: Revenues & Ridership
Exhibit 5: Capital Improvement & Major Maintenance Plan
Exhibit 6: Long Range Financial Plan
Exhibit 7: FY2021 Budget Contingency Plan
Exhibit 8: Expanded Level Projects

6. **Public Hearing on Proposed FY2021 Operating & Capital Budget**

Any person who wishes to address the Board of Directors regarding the proposed FY2021 Operating and Capital Budget during this Public Hearing may do so by utilizing the "raise hand" function of the Zoom meeting. Citizens that are not able to connect to the Zoom meeting are asked to email his or her public comment to bpedron@dcta.net no later than 3:00 pm on Wednesday, August 26, 2020. Each speaker will be given a total of three (3) minutes to address to Board.

Discussion Item

Presenters: Dianne Costa, Highland Village, Board Chair

Item Summary: The Board will conduct a Public Hearing on Proposed FY 2021 Capital and Operating Budget. Board Chair will open and close the Hearing.

Backup Information: *Information included in Regular Item #5 above.*

7. **Discuss Financial Management Policies and Annual Investment Policy for FY2021**
(packet pages 549-571)

Discussion Item

Presenters: Marisa Perry, CFO/VP of Finance

Item Summary: DCTA Financial Management Policies, including the Investment Policy, are reviewed and approved by the Board of Directors annually.

Backup Information: Memo: Discuss Financial Management Policies and Annual Investment Policy for FY2021
Exhibit 1: Draft Proposed Financial Management Policies including Investment Policy
Exhibit 2: Investment Policy Review Letter

8. **Discuss MaaS Task Order #2: On-Demand Service in Member Cities**
([packet pages 572-577](#))

Discussion Item

Presenters:

Nicole Recker, VP of Mobility Services and Administration

Item Summary:

DCTA seeks to establish partnerships with non-traditional mobility providers to assist the agency towards establishment of a unified and integrated platform which allows the agency and customers the ability to match travel needs and preferences; thereby transitioning the agency's current conventional role as travel provider towards that of a technology-enabled, integrated *Mobility Manager* and broker of services. DCTA issued a task order to our current MaaS providers seeking responses for On-Demand Service from firms or contractor teams that have entered into master on-call contracts under Request for Proposals (RFP) 19-05 Mobility-as-a-Service. DCTA plans to use these services within Member Cities and other areas DCTA serves outside the member cities through contracted services. The purpose of this task order request is to select non-traditional, mobility brokers, providers, and system integrators with the ability to provide DCTA with the expertise, resources, and innovative ideas needed to plan, design, operate, maintain, and broker on-demand, shared ride transit services within and between (where appropriate) the boundaries of various locations throughout DCTA's service area. While recommended vendors were originally slated for board approval in August, staff has provided an extension to bidders per request and will bring recommended vendors to the board for approval in September.

Backup Information:

Memo: Discuss MaaS Task Order #2: On-Demand Service in Member Cities Update
Exhibit 1: Summary of Scope of Work and Timeline

9. **Discuss and Consider Approval of the Draft Transportation Reinvestment Program (TRiP) – Recommended Policy and Implementation Strategy**
([packet pages 578-587](#))

Possible Action Item

Presenters:

Kristina Holcomb, Deputy CEO

Andrew Ittigson, Project Manager/Senior Transit Planner for AECOM

Marisa Perry, CFO/VP of Finance

Item Summary:

The DCTA Transportation Reinvestment Program (TRiP) policy is intended to provide financial assistance to DCTA member cities for transit-supportive projects consistent with and beneficial to DCTA's Long-Range Service Plan goals. TRiP will enable partnerships between the agency and its member cities on mutually beneficial investments in transit-supportive projects. DCTA planning consultant AECOM and staff will present its draft TRiP policy recommendations and implementation strategy for Board consideration and discussion.

Backup Information:

Memo: Discuss and Consider Approval of the Draft Transportation Reinvestment Program (TRiP) – Recommended Policy and Implementation Strategy (TRiP)
Exhibit 1: Draft TRiP Recommended Policy and Implementation Strategy

10. **Discuss Development of DCTA's State Legislative Agenda for the 87th Texas State Legislature**
([packet pages 588-592](#))

Discussion Item

Presenters: Lindsey Baker, Director of Government Affairs

Item Summary: The 87th Texas State Legislature will convene on January 12, 2021. In order to have a successful legislative session and formally communicate with legislators, it is critical to have a program that outlines the Board of Director's priorities and policy position statements on issues that may impact the Agency. Staff will be prepared to make recommendations and to seek feedback and direction from the Board to develop a formal draft agenda for consideration at the September Board meeting.

Backup Information: Memo: Discuss Development of DCTA's Agenda for the 87th State Legislative Session

Exhibit 1: Proposed Legislative Program Statements for the 87th Texas Legislature

Exhibit 2: Final Legislative Program for the 86th Texas Legislature

11. **Discuss Rail Operations & Maintenance Agreement Briefing**
([packet page 593](#))

Discussion Item

Presenters: Kristina Holcomb, Deputy CEO
Raymond Suarez, CEO

Item Summary: First Transit USA recently informed DCTA of its intent to sell its US bus and rail operations and is actively engaged with potential rail operators that are interested in assignment of the DCTA rail operations and maintenance contract. DCTA will perform due diligence to ensure the final bidder meets the necessary requirements.

Backup Information: Memo: Rail Operations & Maintenance Agreement Briefing

12. **Discuss Local & Regional Transportation and Legislative Issues**

Information Item

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

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

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

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

Backup Information: Exhibit 1: Board Agenda Outlook as of 08.21.2020 ([packet page 594](#))

REPORT ON ITEMS OF COMMUNITY INTEREST

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



CONVENE EXECUTIVE SESSION

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

- A. As Authorized by Section 551.071(2) of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the General Counsel on any Agenda Item Listed Herein or the Regular Board Meeting Agenda.
- B. As Authorized by Section 551.072 of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Deliberation regarding Real Property: Discuss acquisition, sale or lease of real property related to long-range service plan within the cities of Denton, Lewisville, Highland Village, or the A-train corridor.
- C. As Authorized by Section 551.074 of the Texas Government Code, the Board Meeting may be Convened into Closed Executive Session for Deliberation of Personnel: CEO Contract.

RECONVENE OPEN SESSION

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

ADJOURN

Board Members:

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

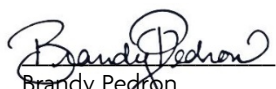
Non-Voting Board Members:

Mark Miller, Ron Trees, Connie White, Carter Wilson, Tom Winterburn, Joe Perez

Staff Liaison:

Raymond Suarez, CEO

This notice was posted on 8/21/2020 at 12:08 PM.


Brandy Pedron
Executive Administrator
Board Support | FOIA

Board of Directors Memo**August 27, 2020****SUBJECT: Debt Refinancing Options****Background**

DCTA currently has \$25.23 million in outstanding debt with principal payments scheduled through 2031. Refinancing the existing debt would reduce interest expense and increase debt capacity for future capital projects.

In June 2008, DCTA completed its first debt issuance by issuing \$20,000,000 in tax-exempt Sales Tax Revenue Bonds. The bonds were issued through a private placement with a maximum 5 year term to fund the A-train regional passenger rail project. The Series 2008 Sales Tax Revenue bonds were refunded through a private placement to long-term debt on December 17, 2009. These bonds will be repaid over 20 years with the final principal payment in September 2029.

In September 2011, DCTA issued \$14,390,000 in Contractual Obligations for a portion of the cost for the purchase of rail vehicles and for the first phase of the federally-mandated Positive Train Control project. These Obligations were issued through a private placement to be repaid over 20 years with the final principal payment in September 2031.

	Original Issuance	Outstanding Principal	Rate	Final Maturity
2009 Sales Tax Revenue Refunding Bonds	\$ 20,890,000	\$ 13,915,000	3.99%	2029
2011 Contractual Obligations	\$ 14,390,000	\$ 11,315,000	3.13%	2031
	\$ 35,280,000	\$ 25,230,000		

Financial Impact

Two refinancing scenarios are included within Exhibit 1 as outlined below:

- Option 1: This option maintains the current term for the debt, reducing total debt service due to the lower interest rate. This option results in roughly \$1.7 million in total present value savings.
- Option 2: This option extends the term of the Series 2009 bonds by 3 years, which reduces annual debt service requirements by extending the repayment term. This results in roughly \$1.4 million in total present value savings. This option provides the most flexibility for future capital projects or expansion goals.

Recommendation

DCTA staff requests consensus from the Board on refinancing the Series 2009 bonds. Final approval will be requested at the September Board meeting.

Exhibits

Exhibit 1: Presentation by Hilltop Securities

Submitted By: 

Marisa Perry, CPA
Chief Financial Officer/VP of Finance

Final Review: 

Raymond Suarez, CEO



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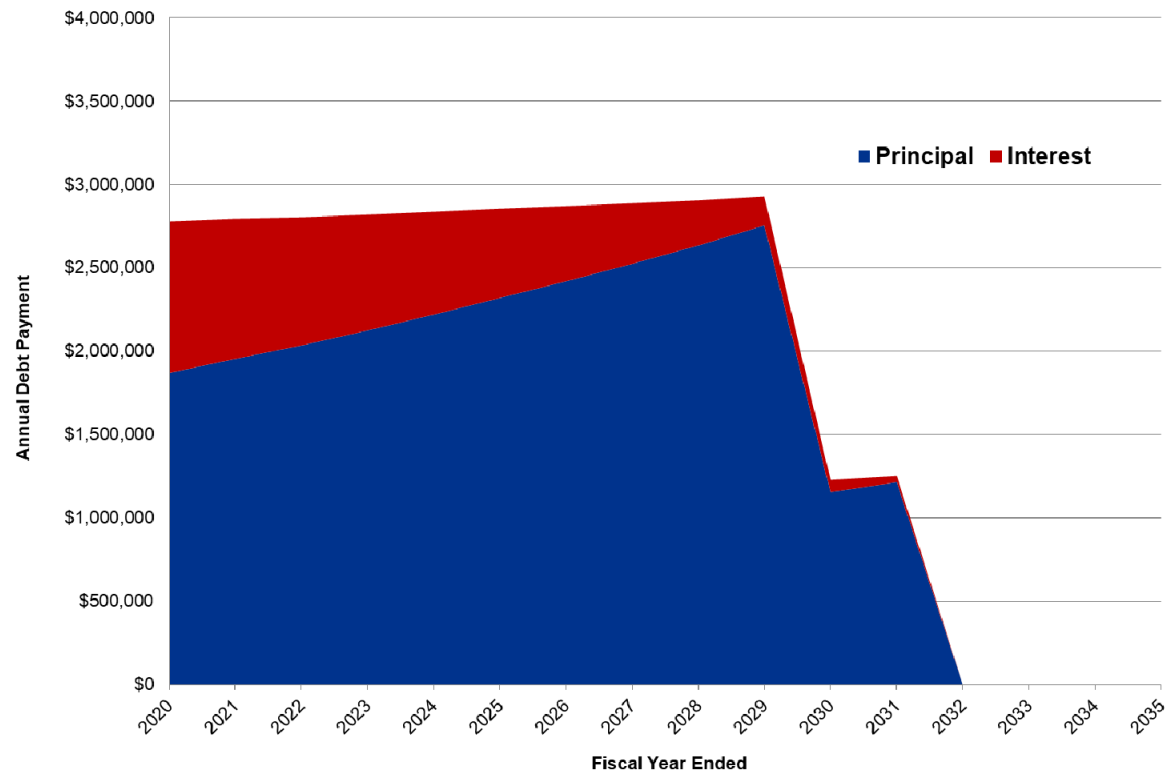
August 27, 2020

Debt Refinancing Opportunity Discussion



Debt Overview

Fiscal Year Ending 9/30	Outstanding Debt		
	Principal	Interest	Total
2020	\$ 1,870,000	\$ 909,368	\$ 2,779,368
2021	1,955,000	840,861	2,795,861
2022	2,035,000	769,307	2,804,307
2023	2,125,000	694,818	2,819,818
2024	2,220,000	617,083	2,837,083
2025	2,320,000	535,944	2,855,944
2026	2,420,000	451,202	2,871,202
2027	2,525,000	362,857	2,887,857
2028	2,635,000	270,709	2,905,709
2029	2,755,000	174,603	2,929,603
2030	1,155,000	74,181	1,229,181
2031	1,215,000	38,030	1,253,030
	<u>\$ 25,230,000</u>	<u>\$ 5,738,960</u>	<u>\$ 30,968,960</u>





Refinancing Opportunities

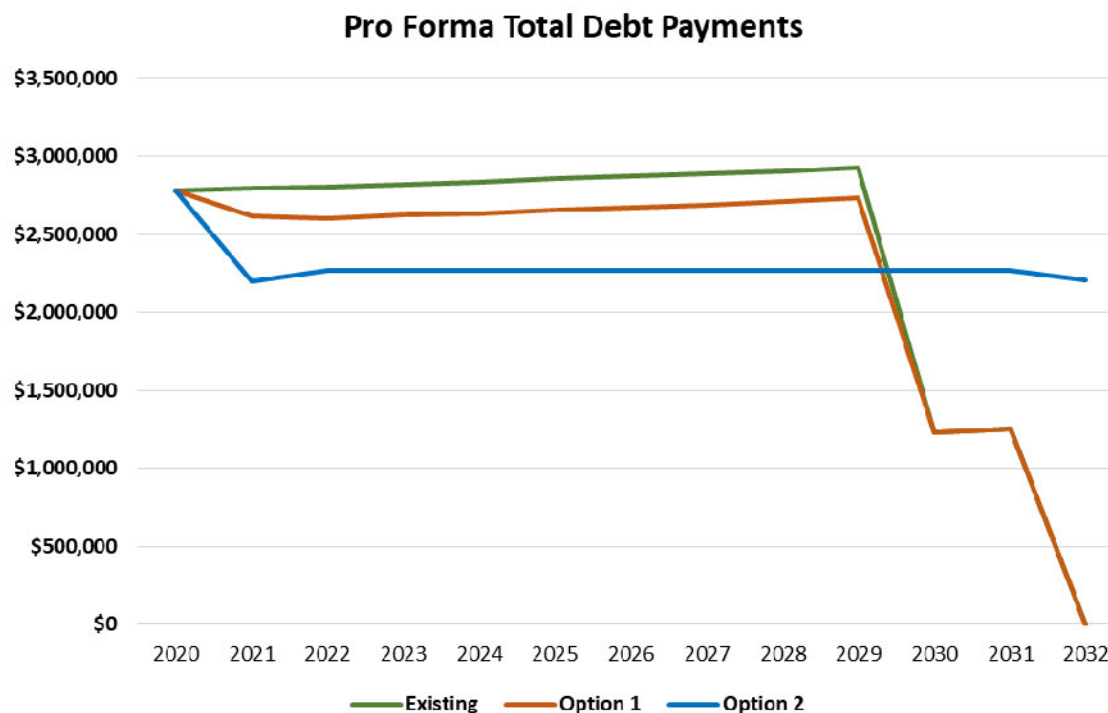
Issue	Original Amount	Principal Outstanding	Interest Rate	Final Maturity	Call Date
Sales Tax Revenue Refunding Bonds, Series 2009	\$ 20,890,000	\$ 13,915,000	3.99%	9/15/2029	9/15/2019
Sales Tax Contractual Obligations, Series 2011	14,390,000	11,315,000	3.13%	9/15/2031	9/15/2021
TOTAL \$ 35,280,000 \$ 25,230,000					

- Staff has been waiting for future capital plans to become more certain before issuing new refunding bonds so that the new payment structure can be structured to better accommodate any proposed new debt
- Given the current interest rate environment, we are recommending that DCTA consider refinancing the currently callable 2009 bonds for savings
 - Private placement with no bond rating required
 - Consider extending term of the 2009s to take advantage of the current low rates and create future flexibility (while still not exceeding the useful life of the assets that were originally financed)
- Due to tax law constraints, a tax-exempt refinancing of the 2011 Bonds cannot be done until next summer



Refunding Structure Options

FYE 30-Sep	Pro Forma Change in Debt Payments	
	Option 1 Uniform Savings	Option 2 Extended Level
2020	\$ -	\$ -
2021	(180,205)	(597,157)
2022	(203,480)	(539,645)
2023	(199,276)	(555,331)
2024	(203,306)	(569,021)
2025	(200,457)	(590,717)
2026	(200,643)	(605,138)
2027	(198,807)	(622,364)
2028	(199,807)	(637,197)
2029	(198,585)	(664,635)
2030	-	1,035,680
2031	-	1,015,160
2032	-	2,204,720
	<u>\$ (1,784,564)</u>	<u>\$ (1,125,643)</u>
Borrowing Cost	1.30%	1.71%
Total Savings	\$1,784,564	\$1,125,643
Present Value Savings	\$1,681,979	\$1,428,856
PV Savings (% of Par)	13.2%	11.2%



Results shown are estimated based on interest rates as of 8/18/20 + 25 bps and include transaction costs.



Board of Directors Meeting Minutes for:

July 23, 2020

Regular Meeting Minutes

The Board of Directors of the Denton County Transportation Authority convened the Regular Meeting of the Board of Directors with Dianne Costa, Chair presiding on July 23, 2020 remotely using Zoom Meeting.

Attendance

Voting Members

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

Non-voting Members

Tom Winterburn, Corinth
Carter Wilson, Frisco
Connie White, Small Cities
Ron Trees, Little Elm
Mark Miller, Flower Mound

Legal Counsel

Joe Gorfida, NJDHS

DCTA Executive Staff

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

Guest Speakers

Andrew Ittigson, Project Manager/Senior Transit Planner for AECOM
Kristen Lueken, Transportation Planner for AECOM
Jason Aprill, Transportation Planner for AECOM

Other DCTA Staff Attendees

Lindsey Baker, Director of Government Affairs
Athena Forrester, Assistant Vice President of Regulatory Compliance/DBE Liaison
Ann Boulden, Director of Capital Development
Tim Palermo, Senior Regional Planner
Troy Raley, Director of Bus Operations/Maintenance
Amanda Riddle, Senior Manager of Budget
Whitney Trayler, Grants Manager
Kyler Hagler, Network Administrator
Adam Wells, Desktop and Application Support Specialist
Rusty Comer, Manager of Bus Administration
Geraldine Osinaike, Procurement Specialist
John Duffy, Financial Analyst
Mary Worthington, Community Relations Manager
Sarah Martinez, Director of Procurement
Mackenzie Armendariz, Human Resources Manager
Rose Jerome, Project Controls Coordinator
Sarah Hultquist, Mobility Services Coordinator
Jennifer Lovelady, Human Resources Assistant
Kayla Laird, Communications Coordinator
Rony Philip, Senior Director of Rail Operations
Alex McGlinchey, Senior Manager of Rail Operations
Brandy Pedron, Executive Administrator

Public Attendees

Claire Powell, Lewisville Alternate
Paul Cristina, Denton County Alternate
RJ Garza, NTMC Contract General Manager
Paula Richardson, ATU
Albert Dirla
Carla Swagger
Brandi Bird, Bird Advocacy & Consulting
Joyce
M. Mattiza

CALL TO ORDER – *Chair Costa called the meeting to order and announced the presence of a quorum at 9:06 am.*

INVOCATION – *Vice Chair Gilmore led the Meeting in silent Prayer.*

PUBLIC COMMENT – *Carla Swagger and Albert Dirla addressed the Board with public comment at this time. Chair Costa read aloud to the Board public comments emailed prior to the Board meeting by Jim Owen and Paula Richardson with ATU.*

CONSENT AGENDA

1. Approval of June 25, 2020 Minutes
2. Approval of Monthly Financial Statements for June 2020 and Quarterly Reports for Q3 FY20
3. Authorize the CEO to Execute an Assignment of Ground Lease with Riverside DPH, LP. Assigning Leasehold Interest to HC Hebron 121 Station 4, LLC
4. Approval of Resolution R20-10 Ratifying FY2020 Budget Amendment 2020-06 for the Described Land Acquisition
 - *A Motion to approve Consent Agenda item 1-4 as presented was made by Cesar Molina. The motion was seconded by Chris Watts. All board members voted yes. Motion passed unanimously by the Board with no abstentions.*

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

1. **Monthly Financial Reports** - *Sales tax represents the single largest source of revenue for DCTA at 52.46% for the Fiscal Year 2020 budget. The annual revised sales tax budget for FY20 is \$21,464,452. 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 July, receipts were favorable compared to the revised budget. Sales tax for sales generated at retail in the month of May and received in July was \$2,400,743. This represents an increase of 132.16% or \$1,366,671 compared to budget for the month. Compared to the same month last year, sales tax receipts are \$93,451 or 4.05% higher. Member city collections for the month compared to prior year are as follows: City of Lewisville up 4.49%; City of Denton down 0.64%; and City of Highland Village down 8.59%.*

As requested by the Board of Directors, staff is providing a monthly update on all Mobility-as-a-Service commitments, activities and expenses. Task Order #1 – Lewisville Lakeway Zone and Denton Evening Zone was approved for award at the June Board meeting and was issued on 6/30/2020 for a not-to-exceed amount of \$200,000. Task Order #2 – On-Demand Services was discussed at the June Board meeting and will be presented at the August Board meeting for award consideration.

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

2. **Ridership Trend Report** - *Beginning in March 2020, DCTA staff began a series of special COVID-related ridership tabulations to gain a better understanding of the ridership impacts associated with the pandemic and ensuing service changes. Exhibits 1-4 provide an overview of total monthly ridership trends across all DCTA services--comparing FY19 and FY20 with the associated COVID impacts. Noteworthy is that A-train and Connect May-June ridership each increased by approximately 23 percent. However, should current trends remain unchanged, FY20 A-train ridership may be reduced by approximately 49 percent and Connect ridership may be reduced by approximately 34 percent when compared against FY19.*

3. **Contracted Service Agreements Monthly Progress Report** – *Contract Service updates for City of McKinney, City of Frisco, City of Coppell, and North Central Texas College were provided to the Board in the board packet.*
4. **Information Requested by Board Members at the April Board Meeting** – *The following information was provided in the board packet per the request of Board Members at the April Board Meeting: Five-year history on salary and wages and key drivers for increases.*
5. **Information Requested by Board Members at the June Board Meeting** – *The following information was provided in the board packet per the request of Board Members at the June Board Meeting: Average ridership and cost per passenger for Lakeway On-Demand Zone, Denton Evening On-Demand Zone and Lyft; A-train ridership and I-35E construction impacts.*

REGULAR AGENDA

1. **Approval of Resolution R20-12 Extending COVID-19 Service Levels on Bus and Rail, Approving Modifications to Evening On-Demand Service, and Adoption of University of North Texas (UNT) Fall 2020 Semester Service Levels Through January 2021** – *Due to COVID-19, stay-at-home orders and state-wide disaster declarations, DCTA experienced ridership declines across the system. In response to this health disaster, DCTA implemented temporary system-wide service modifications on March 23, 2020 and May 11, 2020. Initially, service modifications were made due to the impacts of COVID-19. Staff has continued to monitor ridership as well as state and local COVID-19 response to adjust service delivery as needed. Staff recommended the extension of the existing COVID-19 service levels on fixed route and rail, modifications to evening on-demand services, and adoption of UNT Fall 2020 semester service effective through January 2021.*
 - *Chris Watts requested Clarification on cost calculations for Route 1 service.*
 - *Chris Watts requested staff to explore an operational partnership with DART*
 - *Vice Chair Gilmore proposed ideas on bus and rail schedules for Denton County and the Board discussed the options and the implications of cost and number of drivers needed to hire to support the service levels proposed by Vice Chair Gilmore.*
 - *Kristina Holcomb proposed, based on feedback provided by Vice Chair Gilmore and Chris Watts for implementing pre-COVID service levels, for staff to run scenarios of service in between rail schedules now and pre-COVID levels in order to reduce the need to hire rail operators; approve the on-demand and UNT service levels as proposed today and table the A-train portion for next month.*
 - *Nicole Recker explained the implications of not approving the UNT service levels and all bus service levels all at once due to the Collective Bargaining Agreement and Bid process.*
 - *Secretary Burke made a motion to approve the portions of the service levels as proposed by Nicole Recker and request staff to investigate and bring back to the Board the schedule of the A-train with the most service without the need to re-hire additional [rail] staff members that Kristina Holcomb outlined while staff continues to look at how to supplement the existing bus service with on-demand to provide the service levels that are causing Vice Chair Gilmore's concern.*
 - *Nicole Recker noted that DCTA will still do another service modification January of 2021 in line with the Universities and at that point if the Board wanted to reimagine A-train, fixed-route, on-demand, and turn-key on-demand providers, and DCTA has the time between now and then.*
 - *Nicole Recker's recommendation would be, as proposed, the UNT, the fixed route and the on-demand out of the DDTC and then layering the on-demand service on top of the fixed-route portion in order to fix some of those gaps once we bring a recommendation back to the Board in August.*

- Secretary Burke confirmed that what Nicole laid out was the intent of his motion regarding fixed-route, on-demand and UNT services and to have staff look at adding rail service without a re-hiring situation.
- Cesar Molina would like to look at rail service going to 45-minute headways and sync those up with DART. Kristina Holcomb responded that according to First Transit, we cannot do 45-minute headways because most of our corridor is single-tracked so we are very limited as to what frequency we can do. We can do the 30 minute and the 60 minute, but the 45 minute frequency would be very difficult and inconvenient for passengers to make those connections at Trinity Mills because of the number of cars that are required to run a 45 minute frequency on our limited track service. Kristina Holcomb will check on 45-minute headways again, and will look at something in between pre-COVID and post-COVID levels; something like 30 minute frequencies during the peak and expanding that peak time as much as we can without hiring additional staff and then 60-minutes frequencies during the mid-day time.
- Legal Counsel, Joe Gorfida clarified Secretary Burkes' motion was to approve the resolution as it relates to the modifications to the evening on-demand services, the UNT Fall 2020 semester service and the fixed-route service through January 2021 with the removal of the proposed rail service from the Resolution.
- Vice Chair Gilmore agreed to everything motioned except he would like to see an increase in service routes 4, 7, 21 and 22.
- Nicole Recker verified that if DCTA were to add frequency to the routes requested, additional staff would need to be hired and the bid would need to be modified that is currently scheduled to be delivered tomorrow per the Collective Bargaining Agreement.
- Secretary Burke feels like, since we must work in the guidelines of the CBA, we would be in a better position to fix the service levels with on-demand service rather than increasing frequency in those routes for only a 6-month period.
- Staff and the Board discussed the RFP for MaaS on-demand service scope as a broad bid.
- Chris Watts would like to explore the start and stop times of rail service on top of the looking at the frequencies.
- Vice Chair Gilmore explained he picked the 4 routes because they are the busiest and the cost per passenger is going to be less expensive than an on-demand service.
- Nicole Recker noted that we do have an existing contract with Lyft that is turn-key that we could use to provide on-demand services to the member cities soon than we could with the MaaS Task Order.
- Connie White shared a concern with the idea of on-demand service that over-lays a fixed route would create a perception that we cannot meet over a long term.
- Cesar Molina seconded the Motion on the table made by Secretary Burke to approve the Resolution as proposed as it relates to the modifications to the evening on-demand services, the UNT Fall 2020 semester service and the fixed-route service through January 2021 with the removal of the proposed rail service from the Resolution.
- Vice Chair Gilmore moved to amend Secretary Burkes' motion to restore bus service on Routes 4, 7, 21 and 22 to pre-COVID levels. Cesar Molina second still stands as amended. All board members voted yes. Motion passed unanimously by the Board with no abstentions.

[Board Chair Costa made a motion to recess the meeting for short break at 11:08 am. The time of recess expired, and the meeting resumed at 11:18 am.]

2. **Budget Workshop Follow-up Items** - *Additional information requested by Board members at the budget workshop held with the DCTA Board of Directors on June 18, 2020 and in additional correspondence since that meeting were provided to the Board in the packet. The current proposed FY2021 operating and capital budget includes \$31.8 million in expenses (DCTA & NTMC), \$53.4 million in revenues, and \$9.3 million in capital projects. No action requested.*
 - *Marisa Perry noted that DCTA will likely need to make changes to the FY21 proposed budget presented due to the prior adopted service changes and transformation initiative.*

3. **Transportation Reinvestment Policy (TRiP) Development** - *Staff and AECOM provided a presentation and overview of the Transit Reinvestment Program (TRiP) and how it may be implemented in the future by DCTA. TRiP will enable partnerships between the agency and its member cities on mutually beneficial infrastructure investments in transit-supportive projects. Recommendations from this study will inform development of a new policy and implementation plan for future Board consideration. The initial work of this study includes an evaluation of the previous DCTA Enhanced Local Assistance Program (ELAP) and a review of similar programs from transit agencies around the country including DART and Capital Metro in Texas. Recommendations from the study will help develop a policy and implementation process for TRiP as well as assist in identifying ways to leverage resources for future projects. The recommended program includes an annual call for projects with project consideration and approval by the DCTA Board. DCTA and member cities would then enter into an Interlocal Agreement for the execution of approved projects. DCTA will monitor and report project progress to the Board on a regular basis.*
 - *Cesar Molina noted that the policy should be broad enough so the member cities can reasonably use it and show that its used to improve transit and increase ridership and should be proportional to the sales tax put in my member cities. Should also include a roll-over provision if available.*
 - *Chris Watts agreed with the roll-over provision.*
 - *Marisa Perry discussed the finance scenarios and funding options with the Board which did not include the changes to services made prior. Financial Policies will be brought to the Board for discussion and review at next month's Board meeting.*
 - *Cesar Molina proposed a \$2M pulled out of reserve funds to kickstart the program and look at the budget every year to assess.*
 - *The Board agreed that they were comfortable with 15% net available cash plus an additional \$2M from reserves as seed money to kick off the program coming to \$5.3M for the first year.*
 - *AECOM will begin drafting a policy and DCTA finance staff will revise the budget and provide updated numbers in the Long Range Plan to provide these assumptions at the August Board meeting.*

[Board Chair Costa made a motion to recess the meeting for short break at 1:10 pm. The time of recess expired, and the meeting resumed at 1:31 pm.]

4. **COVID Pay Options** - *In April 2020, the Amalgamated Transit Union, which represents NTMC bus operators, sent a nationwide letter requesting additional compensation for operators while working during the COVID-19 pandemic. On May 27, 2020 and June 24, 2020, DCTA staff discussed options and cost implications with the DCTA Board of Directors to recognize NTMC Bus Operators for their dedication of service and commitment to safety. Options were provided to the Board for operator hours worked between March 22, 2020 and May 30, 2020 (pay dates 4/10/2020-6/5/2020) which is a ten-week period aligning with Denton County's Stay at Home order and Phases I and II of reopening the state. DCTA Staff recommended Option 3: \$150/week for each week with hours worked for a total of \$125,388. If funding is approved by DCTA's Board, information will be presented to the NTMC Board for consideration and approval. If the proposed operator COVID pay is approved by the NTMC Board, a budget amendment will be presented to both the DCTA Board and NTMC Board to increase DCTA's funding to the NTMC budget. Staff recommended the*

DCTA Board approve use of funds in the amount not to exceed \$130,000 to provide additional compensation to NTMC bus operators for the period of March 22, 2020 through May 30, 2020.

- *The Board had discussions on retro pay and paying forward; considering pay for non-operators, and acceptable amounts to pay. Vice Chair Gilmore requested a breakdown of [non-operational] people that had the option to work from home. Cesar Molina would like to consider an equal amount for all regardless of working from home or not for the extra effort and hours people have been working.*
- *Staff recommended that the Board make a decision on the Operator's COVID pay as presented today and to bring back recommendations for COVID pay for non-operators at the August Board meeting.*
- *A Motion to approve Regular Item 4 Option 3 as presented to pay \$150/week for each week with hours worked was made by Cesar Molina. The motion was seconded by Vice Chair Costa. All board members voted yes. Motion passed unanimously by the Board with no abstentions.*

5. **Award of RFB 20-13 Cummins Auto Parts** - *On April 13, 2020, a request for bid was released for the purchase of Cummins Auto Parts. A total of 2,600 email notices were sent to potential bidders. Of those potential bidders, four (4) firms submitted bids. Staff conducted an evaluation of the bids and is recommending award to three firms. Parts will be ordered on an as needed basis to perform repairs and preventative maintenance on existing fleet. Expenditures for auto parts are reimbursed by grant funds from the Federal Transit Administration (FTA) at 80% of the costs. The contracts to be awarded are for a 13-month term, effective August 1, 2020 through September 30, 2021. The anticipated expenses for FY 2020 are not to exceed \$200,000. Funding for this agreement is available within the FY 20 operating budget. Expenses for future fiscal years will be included in the annual maintenance parts budget. Staff is recommended award to Industrial Power LLC, Kirk's Automotive Inc., and Muncie Reclamation & Supply dba Muncie Transit Supply, per the spreadsheet detail provided to the Board in the Board packet. Expenditures for auto parts are reimbursed by grant funds.*

- *A Motion to approve Regular Item 5 was made by Chris Watts. The motion was seconded by Secretary Burke. All board members voted yes. Motion passed unanimously by the Board with no abstentions.*

6. **City of Coppel Lyft Contract Renewal** – *The current 12-month pilot program, and associated ILA, expires September 30, 2020. City staff held a discussion with the Coppel City Council in June, during which the council requested staff work with DCTA to renew the ILA for another 12-month program from October 1, 2020 through September 30, 2021. The City Council has been informed of DCTA's Administrative Fee Policy (Exhibit 2) that was adopted in April 2020, which would result in an increase to their administrative fee. The original ILA budget of \$100,000 includes 100% of direct Lyft costs and a 25% administrative fee to cover contract management, billing, administration, reporting, data analytics, and customer service. The City of Coppel is responsible for primary marketing and outreach efforts. Unless otherwise directed, staff intends to negotiate an amended ILA to include a 60% administrative fee, consistent with the DCTA Board of Directors Administrative Policy, for an additional 12-month period. To keep within the budget of \$100,000 this would amend the costs as presented to the Board in the Board packet. The City of Coppel City Council has publicly expressed interest in continuing the program for another 12-month period. There is a positive financial impact to the budget with the administrative fee increasing from 25% in year one to 60% in year two per the DCTA Board's Administrative Fee Policy. The budget for indirect costs would then increase from \$18,000 to \$33,750, as detailed in the above table. Staff recommends the Board of Directors direct staff to proceed with amending the Interlocal Agreement with City of Coppel for Mobility Services, that includes a renegotiated budget and one-year extension, to be brought to the Board for consideration in August.*

- *The Board agreed to place this item on the Consent Agenda for the August Board meeting.*

7. **Irving Holdings MUTD Task Order** – *The current Irving Holdings Task Order 2, for MUTD taxi operations with a budget of \$137,000, expires September 30, 2020. In addition, the MUTD Board has requested the current taxi voucher/subsidy program, operated by Irving Holdings, shift to a flat rate fare program. This requires a programmatic amendment to the task order. Staff will have the draft Task Order 3 prepared for the Board's review and consideration at the August board meeting for a term of one-year and a budget of \$184,000. The current Task Order 2 budget of \$137,000 is calculated based on the total cost of Irving Holdings operating taxi service. From October 2019 through June 2020, the invoiced costs of the current task order calculate to \$99,526. Excluding COVID decreases in ridership, the trend has been a steady increase in both ridership and, as a result, cost. FY19 costs averaged \$11,478 per month (~annual spend of \$137,736). Pre-COVID, FY20 was averaging \$15,415 per month from October 2019 through February 2020 (~annual spend of \$184,980). As such, staff is recommending a \$47,000 increase for Task Order 3, with a total FY21 budget of \$184,000. An administrative fee would be charged directly to MUTD on top of the \$184,000. The MUTD Board voted to implement a \$3 flat fare for Irving Holdings taxi services. In addition, the current budget is insufficient for FY21, assuming ridership will return to pre-COVID levels. As such, staff recommends executing Task Order 3 to accommodate the programmatic and budgetary changes necessary to the continued success of MUTD's taxi voucher program provided by Irving Holdings. The Task Order 3 budget would increase by \$47,000, from \$137,000 to \$184,000 to accommodate the high usage of the service. DCTA will be fully reimbursed by the City of McKinney for the Irving Holdings service including appropriate administrative fees. Staff recommends the Board provide direction to proceed with the development of Task Order 3 for Board consideration in August for a term of one year, a budget of \$184,000, and appropriate administrative fees to align with the DCTA Board's Administrative Fee Policy.*
8. **Award of Lakeway Administration Building Lease Extension** – *The lease agreement for 1955 Lakeway Drive, Suite #260, Lewisville, TX 75057 expires on September 30, 2020. This location is utilized as office space for approximately twenty-three (23) DCTA administrative staff as well as a location to host routine Board of Directors meetings and meetings with external parties and the public. At this time, all other DCTA facilities are at capacity and cannot accommodate the needs served by the administrative office property. The total cost of the agreement takes into consideration two different fees. The first is the monthly base rent which is set forth within the lease agreement. The second is the Common Area Maintenance (CAM) fee, which is set each year by Blacktop LLC. DCTA estimates a 10% increase in CAM fees each year based on prior escalations. Monthly base rent is set on an October – September schedule, and the CAM fee is set on a January – December schedule. The total cost of the 24-month lease agreement is not to exceed \$245,081.01, which includes \$120,237.06 for the first 12 months (base rent + CAM) and \$124,843.95 for the second 12 months (base rent + CAM). Annual departmental budgets are incorporated into each fiscal year's budget. A comprehensive breakdown of the 24-month term, including base monthly rent and CAM fees was provided to the Board in the Board packet.*
 - *A Motion to approve Regular Item 8 was made by Vice Chair Gilmore. The motion was seconded by Secretary Burke. All board members voted yes. Motion passed unanimously by the Board with no abstentions.*
9. **Discussion of Regional Transportation and Legislative Issues** – *Lindsey Baker discussed the legislative program for the 87th legislative session. Kristina Holcomb updated the Board that DCTA received a draft ILA from DART and has asked for clarification.*

CONVENE EXECUTIVE SESSION – *The Board did not meet in executive session.*

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

- *The Board Agenda Outlook as of 07.17.2020 was presented to the Board in the Board packet.*
- *Chris Watts would like to look at a contractual arrangement with DART to help county service.*



REPORT ON ITEMS OF COMMUNITY INTEREST – *This item was not discussed.*

ADJOURN – *Motion to adjourn the meeting was made and the meeting was adjourned at 2:28 p.m.*

The minutes of the July 23, 2020 Board of Directors Meeting were passed and approved by a vote on this 27th day of August 2020.

Dianne Costa, Chair

ATTEST

Sam Burke, Secretary

Board of Directors Meeting Minutes for:

August 7, 2020

Special Called Meeting of the Board of Directors Transformation Initiative Kickoff Meeting Minutes

The Board of Directors of the Denton County Transportation Authority convened the Special Called Meeting of the Board of Directors Transformation Initiative Kickoff Meeting with Dianne Costa, Chair presiding on August 7, 2020 remotely using Zoom Meeting.

Attendance

Voting Members

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

Non-voting Members

Tom Winterburn, Corinth
Carter Wilson, Frisco
Connie White, Small Cities
Mark Miller, Flower Mound

DCTA Executive Staff

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

Guest Speakers

Ryan Callison, Technology Analysis with Accenture
Scott Boone, Service Analysis with Accenture
Chris Newport, Project Manager, Org & Governance with Accenture
Rob Cohan, Engagement Executive with Accenture
Pari Sabety, Finance Analysis with Accenture
James Callison, PMO Consultant with Accenture
Dalia Leven, Service Analysis with Accenture

Other DCTA Staff Attendees

Lindsey Baker, Director of Government Affairs
Athena Forrester, Assistant Vice President of Regulatory Compliance/DBE Liaison
Ann Boulden, Director of Capital Development
Tim Palermo, Senior Regional Planner
Amanda Riddle, Senior Manager of Budget
Mackenzie Armendariz, Human Resources Manager
Rose Jerome, Project Controls Coordinator
Brandy Pedron, Executive Administrator

Public Attendees

Michael Levitt, Highland Village Alternate
Claire Powell, Lewisville Alternate
Paul Cristina, Denton County Alternate
Shannon Joski, Denton County Alternate
RJ Garza, NTMC Contract General Manager
Mayor Charlotte Wilcox
Brandi Bird, Bird Advocacy & Consulting

CALL TO ORDER – *Chair Costa called the meeting to order and announced the presence of a quorum at 8:31 am.*

TRANSFORMATION INITIATIVE KICKOFF

1. **Transformation Initiative Scope of Work and Project Management Approach** – *Accenture provided a presentation and overview of their approach to the 12-week Transformation Initiative, including phases of work, staff support needed, reporting and project management. DCTA Board was asked to determine the type of reporting structure they prefer throughout the duration of the project and provide staff directive regarding project management. The Transformation Initiative Original Scope of Work, Accenture Original Response, Accenture Best and Final Offer, and an addition to Scope of Work were provided to the Board for review in the Meeting Packet.*



- *Cesar Molina noted concerns that the timeline is aggressive and moving too fast for a deep dive and thoughtful analysis of all the issues. Chris Newport responded that the concern is primary and the kick-off meetings with the individual board members will help drive that timeline and the timeline can be adjusted as needed.*
- *Brandy Pedron will be reaching out to each Board member to schedule 1:1 meetings with Accenture team.*
- *The Board requested that the Transformation Initiative item on future agendas be placed as an Action Item instead of a discussion item.*

ADJOURN – *Motion to adjourn the meeting was made and the meeting was adjourned at 9:54 a.m.*

The minutes of the August 7, 2020 Special Called Meeting of the Board of Directors Transformation Initiative Kickoff Meeting were passed and approved by a vote on this 27th day of August 2020.

Dianne Costa, Chair

ATTEST

Sam Burke, Secretary

Board of Directors Memo

August 27, 2020

SUBJECT: Monthly Financial Statements for July 2020

Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports presented for the period ending July 31, 2020 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.

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

- **Note A:** Passenger Revenues – YTD favorable by \$15k mainly due to Connect, Access and North Texas Express ridership of 347k which is 10% more than revised budgeted ridership of 315k. YTD FY20 rail ridership of 206k is 23% less than budgeted ridership of 269k, and overall bus ridership of 1.3 million is 30% less than budgeted ridership of 1.8 million. Ridership remained under budget throughout the month of July as employers sustained telecommuting arrangements in response to COVID-19.

	YTD FY20 Actual Ridership	YTD FY20 Budgeted Ridership	% Variance, Actual to Budget	YTD FY19 Actual Ridership	% Variance, Actual to Prior Year
Total Rail Ridership	205,679	268,518	-23%	326,915	-37%
Connect	313,410	282,508	11%	451,783	-31%
Access & Zone Service	26,066	23,834	9%	31,813	-18%
Frisco (A)	5,234	4,092	28%	9,570	-45%
Collin County Transit (A)	9,383	1,690	455%	8,871	6%
North Texas Xpress	7,211	8,935	-19%	9,511	-24%
University of North Texas (B)	893,903	1,466,494	-39%	1,452,134	-38%
North Central Texas College (B)	5,784	10,519	-45%	10,419	-44%
Special Movements (B)	4,782	-	N/A	61,812	-92%
Total Bus Ridership	1,265,773	1,798,072	-30%	2,035,913	-38%
Vanpool (B)	126,835	-	N/A	105,538	20%
Total Ridership	1,598,287	2,066,590	-23%	2,468,366	-35%

(A) Includes Demand Response service and Taxi service.

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

- **Note B:** Contract Service Revenue – YTD unfavorable by \$764k primarily due to lower than budgeted revenue hours and lower than budgeted billable fuel costs. Actual YTD billed hours of 36k were 17% lower than budgeted 43k hours (\$478k decreased revenue). Average YTD pass-through fuel cost is \$1.86/gallon compared to budgeted \$3.00/gallon and YTD usage of 88k gallons is 23% lower than budgeted usage of 115k gallons (\$181k decreased revenue). Additionally, Special Movements, Lyft, and Taxi services were all under budget (\$105k decreased revenue). A budget amendment for FY20 will be presented to the Board for approval in September to reduce Contract Service Revenue based on revised expectations.

- **Note C:** Sales Tax Revenue – July sales tax revenue is not yet received and is accrued for the month based on budget. Sales tax generated in July will be received in September. The Sales Tax Report included in this agenda packet provides a more detailed Budget to Actual comparison of sales tax receipts collected through August, representing sales tax generated through June.
- **Note D:** Federal/State Grants - Capital – YTD unfavorable by \$273k due to anticipated PTC project reimbursements which will be requested once payments have been made.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Positive Train Control (PTC)	\$ 433,401	\$ 772,558	\$ (339,157)
Safety & Security	66,155	-	66,155
Hike & Bike Trail – Eagle Point	438,548	438,548	-
	<u>\$ 938,104</u>	<u>\$ 1,211,106</u>	<u>\$ (273,002)</u>

- **Note E:** Federal/State Grants - Operating – YTD unfavorable by \$2.9 million mainly due to timing differences of Rail Operating Assistance drawdowns of CARES Act funding. Reimbursement requests will be made in the next few weeks once drawdown calculations are finalized.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Bus Preventive Maintenance	\$ 1,144,188	\$ 1,151,460	\$ (7,272)
Rail Preventive Maintenance	1,885,731	2,007,873	(122,142)
Bus Operating Assistance	3,984,013	3,824,135	159,878
Rail Operating Assistance	-	2,826,389	(2,826,389)
ADA Assistance	278,197	501,166	(222,969)
Vanpool	165,273	100,000	65,273
NCTCOG Train the Trainer	9,566	-	9,566
NCTCOG NTX 35W JARC	68,161	-	68,161
	<u>\$ 7,535,129</u>	<u>\$ 10,411,023</u>	<u>\$ (2,875,894)</u>

Identified Need

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

Recommendation

Staff recommends approval.

Exhibits

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

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

Submitted by:


Amber Karkauskas
Controller

Final Review:


Marisa Perry, CPA
Chief Financial Officer/VP of Finance



DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION
MONTH AND YEAR TO DATE AS OF JULY 31, 2020
(UNAUDITED)

Description	Month Ended July 31, 2020			Year to Date July 31, 2020			
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
Revenue and Other Income							
Passenger Revenues	\$ 32,646	\$ 22,331	\$ 10,315	\$ 749,016	\$ 734,216	\$ 14,800	\$ 792,169 Note A
Contract Service Revenues	137,704	259,601	(121,897)	2,812,701	3,576,714	(764,013)	4,416,160 Note B
Sales Tax Revenues	2,616,984	1,029,176	1,587,808	23,024,550	19,073,015	3,951,535	21,464,452 Note C
Federal/State Grants - Capital	9,291	752,558	(743,267)	938,104	1,211,106	(273,002)	3,788,325 Note D
Federal/State Grants - Operating	4,129,333	4,775,670	(646,337)	7,535,129	10,411,023	(2,875,894)	12,400,872 Note E
Total Revenues and Other Income	<u>6,925,958</u>	<u>6,839,336</u>	<u>86,622</u>	<u>35,059,500</u>	<u>35,006,074</u>	<u>53,426</u>	<u>42,861,978</u>
Operating Expenses							
Salary, Wages and Benefits	326,001	355,352	29,351	3,794,887	3,948,746	153,859	4,659,734
Outsourced Services and Charges	298,708	383,455	84,747	1,964,898	3,213,763	1,248,865	4,472,477
Materials and Supplies	91,885	205,108	113,223	1,652,794	2,074,882	422,088	2,554,461
Utilities	32,165	42,498	10,333	316,940	405,980	89,040	490,988
Insurance	136,219	146,024	9,805	1,381,560	1,460,240	78,680	1,752,329
Purchased Transportation Services	1,022,093	824,549	(197,544)	8,434,005	8,619,132	185,127	10,271,634
Employee Development	2,558	22,075	19,517	150,833	264,435	113,602	296,935
Leases and Rentals	11,847	19,162	7,315	173,901	191,375	17,474	229,633
Depreciation	795,142	904,755	109,613	7,970,856	8,804,564	833,708	10,612,052
Total Operating Expenses	<u>2,716,618</u>	<u>2,902,978</u>	<u>186,360</u>	<u>25,840,676</u>	<u>28,983,118</u>	<u>3,142,442</u>	<u>35,340,243</u>
Income Before Non-Operating Revenues and Expenses	4,209,341	3,936,358	272,983	9,218,825	6,022,956	3,195,868	7,521,735
Non-Operating Revenues / (Expense)							
Investment Income	13,574	18,333	(4,759)	315,552	288,330	27,222	325,000
Gain (Loss) on Disposal of Assets	-	-	-	-	-	-	-
Fare Evasion Fee	-	83	(83)	-	830	(830)	1,000
Other Income/(Expense) - Miscellaneous	(6,356)	-	(6,356)	138,169	51,000	87,169	51,000
Long Term Debt Interest/Expense	(75,781)	(75,790)	9	(757,572)	(757,900)	328	(909,480)
Total Non-Operating Revenues / (Expenses)	<u>(68,563)</u>	<u>(57,374)</u>	<u>(11,189)</u>	<u>(303,851)</u>	<u>(417,740)</u>	<u>113,889</u>	<u>(532,480)</u>
Income (Loss) before Transfers	4,140,778	3,878,984	261,794	8,914,974	5,605,216	3,309,758	6,989,255
Transfers Out	(576,653)	(533,705)	(42,948)	(6,435,413)	(6,810,562)	375,149	(8,000,347)
Total Transfers	<u>(576,653)</u>	<u>(533,705)</u>	<u>(42,948)</u>	<u>(6,435,413)</u>	<u>(6,810,562)</u>	<u>375,149</u>	<u>(8,000,347)</u>
Change in Net Position	<u>\$ 3,564,125</u>	<u>\$ 3,345,279</u>	<u>\$ 218,846</u>	<u>\$ 2,479,561</u>	<u>\$ (1,205,346)</u>	<u>\$ 3,684,907</u>	<u>\$ (1,011,092)</u>



DENTON COUNTY TRANSPORTATION AUTHORITY

STATEMENT OF NET POSITION
AS OF JULY 31, 2020
(UNAUDITED)

	July 31, 2020	June 30, 2020	Change
Assets			
Current Assets			
Operating Cash & Cash Equivalents	\$ 16,685,225	\$ 16,732,219	\$ (46,994)
Reserves: Cash & Cash Equivalents	8,917,775	8,916,258	1,517
Reserves: Investments	5,084,334	5,084,334	-
Accounts & Notes Receivable	9,266,591	5,254,785	4,011,807
Prepaid Expenses	355,524	472,814	(117,290)
Inventory	30,540	30,037	503
Restricted Asset-Cash and Equivalents	3,193,427	2,530,043	663,384
Total Current Assets	43,533,415	39,020,490	4,512,926
Non-Current Assets			
Land	17,394,147	17,394,147	-
Land Improvements	11,953,783	11,953,783	-
Machinery & Equipment	5,213,614	5,202,014	11,600
Vehicles	93,020,696	93,020,696	-
Computers & Software	1,387,627	1,387,627	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	19,406,212	19,261,232	144,979
Other Capital Assets, Net	234,616,978	234,616,978	-
Accumulated Depreciation	(85,567,509)	(84,772,367)	(795,142)
Total Non-Current Assets	314,422,701	315,061,264	(638,563)
Total Assets	357,956,117	354,081,754	3,874,363
Deferred Outflow of Resources			
Other Income/(Expense) - Miscellaneous	369,652	369,652	-
Total Deferred Outflow of Resources	369,652	369,652	-
Liabilities			
Current Liabilities			
Accounts Payable and Accrued Expenses	774,933	534,273	240,660
Deferred Revenues	59,355	63,049	(3,693)
Interest Payable	303,123	227,342	75,781
Retainage Payable	621,036	623,545	(2,509)
Total Current Liabilities	1,758,447	1,448,209	310,238
Non-Current Liabilities			
Rail Easement Payable	900,000	900,000	-
Bonds Payable	25,230,000	25,230,000	-
Net Pension Liability	109,285	109,285	-
Total Non-Current Liabilities	26,239,285	26,239,285	-
Total Liabilities	27,997,732	27,687,494	310,238
Deferred Inflow of Resources			
Deferred Inflows Related to Pensions	47,683	47,683	-
Total Deferred Inflow of Resources	47,683	47,683	-
Net Position			
Net Investment in Capital Assets	293,688,041	293,688,041	-
Unrestricted	34,112,752	34,112,752	-
Change in Net Position	2,479,561	(1,084,564)	3,564,125
Total Net Position	\$ 330,280,354	\$ 326,716,229	\$ 3,564,125



NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF JULY 31, 2020

(UNAUDITED)

Description	Month Ended July 31, 2020			Year to Date July 31, 2020			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expenses							
Salary, Wages and Benefits	\$ 545,073	\$ 495,553	\$ (49,520)	\$ 6,192,933	\$ 6,417,923	\$ 224,990	\$ 7,531,382
Outsourced Services and Charges	17,982	22,220	4,238	126,174	217,189	91,016	261,629
Insurance	13,394	11,052	(2,342)	101,118	110,520	9,402	132,636
Employee Development	204	4,880	4,676	15,188	64,930	49,742	74,700
Total Operating Expenses	<u>576,653</u>	<u>533,705</u>	<u>(42,948)</u>	<u>6,435,413</u>	<u>6,810,562</u>	<u>375,149</u>	<u>8,000,347</u>
Income (Loss) before Transfers	(576,653)	(533,705)	(42,948)	(6,435,413)	(6,810,562)	375,149	(8,000,347)
Transfers In	<u>576,653</u>	<u>533,705</u>	<u>42,948</u>	<u>6,435,413</u>	<u>6,810,562</u>	<u>(375,149)</u>	<u>8,000,347</u>
Total Transfers	<u>576,653</u>	<u>533,705</u>	<u>42,948</u>	<u>6,435,413</u>	<u>6,810,562</u>	<u>(375,149)</u>	<u>8,000,347</u>
Change in Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



NORTH TEXAS MOBILITY CORPORATION

STATEMENT OF NET POSITION
AS OF JULY 31, 2020
(UNAUDITED)

	July 31, 2020	June 30, 2020	Change
Assets			
Operating Cash & Cash Equivalents	\$ 198,935	\$ 276,905	\$ (77,970)
Accounts & Notes Receivable	1,294	1,725	(431)
Prepaid Expenses	26,754	29,216	(2,462)
Total Assets	<u>226,983</u>	<u>307,846</u>	<u>(80,863)</u>
Liabilities			
Accounts Payable and Accrued Expenses	<u>226,983</u>	<u>307,846</u>	<u>(80,863)</u>
Total Liabilities	<u>226,983</u>	<u>307,846</u>	<u>(80,863)</u>
Net Position			
Change in Net Position	-	-	-
Total Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

DENTON COUNTY TRANSPORTATION AUTHORITY

CAPITAL PROJECT FUND

AS OF JULY 31, 2020

Capital Project Number/Name	Project Budget	July 2020 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of July 2020 Close)
Construction Work in Progress					
G&A Capital Projects					
Total 10302 · Infrastructure Acquisition	\$ 3,251,990	\$ 5,688	\$ 301,723	\$ 2,950,267	9%
Total 10403 · Server/Network Infrastructure	350,000	-	333,128	16,872	95%
Total G&A Capital Projects	3,601,990	5,688	634,852	2,967,138	18%
Bus Capital Projects					
Total 50306 · Major Maintenance - Bus	125,000	-	74,925	50,075	60%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50513 · Fleet (2019)	1,481,000	875	875	1,480,125	0%
Total 50514 · Fleet (2020)	1,062,600	-	-	1,062,600	0%
Total Bus Capital Projects	3,268,600	875	75,800	3,192,800	2%
Rail Capital Projects					
Total 61406.1 · Positive Train Control Implementation	16,720,141	73,550	15,890,391	829,750	95%
Total 61406.2 · Positive Train Control Enhancements	5,000,000	-	134,174	4,865,826	3%
Total 61409 · Stadler Diagnostic Laptops	80,000	-	-	80,000	0%
Total 61605 · Brownfield Remediation	385,000	-	322,436	62,564	84%
Total 61715 · Trail Safety Improvements	181,157	-	136,082	45,075	75%
Total 61720 · Major Maintenance - Rail	2,024,826	76,467	1,177,196	847,630	58%
Total 61722 · Safety & Security Improvements 2020 - <i>CLOSED</i>	200,000	-	11,600	188,400	6%
Total Rail Capital Projects	24,591,124	150,017	17,671,879	6,919,245	72%
Total Construction Work in Progress	\$ 31,461,714	\$ 156,579	\$ 18,382,531	\$ 13,079,183	58%

Board of Directors Memo

August 27, 2020

SUBJECT: Consider Authorizing CEO to Execute Amendment 1 to the Interlocal Agreement (ILA) with the City of Coppell for Mobility Service

Background

Brief Overview

DCTA staff briefed the Board of Directors on this item on July 23, 2020 and was directed to place the amended ILA on the Consent Agenda for consideration. The amended ILA, which provides for workforce mobility services through a task order with Lyft, extends the agreement by one year from October 1, 2020 to September 30, 2021 and increases the administrative fee from 25% to 60% per the Administrative Fee Policy.

Additionally, due to citywide budget constraints, the City of Coppell has reduced the overall budget from \$100,000 to \$50,000. To accommodate DCTA's administrative fee policy and the \$50,000 budget, the following will occur:

- Direct Invoiced Costs have been reduced from a Not-to-Exceed (NTE) amount of \$72,000 to \$28,125
- The Administrative fee changes from NTE \$18,000 (based on the previous \$100,000 budget) to NTE \$16,875
- The Coppell marketing budget is also cut by half to \$5,000

Based on ridership data, the new budget would continue to be sufficient to cover all direct invoiced costs.

Additional Detail

DCTA and the City of Coppell approved an Interlocal Agreement in August 2019 to deploy a 12-month pilot program to serve the workforce mobility needs of the west side business park beginning on October 1, 2019. The service is operated by Lyft through a task order with DCTA and provides first/last mile connectivity between area transit stops and Coppell's business and warehouse center. The current ILA is included as Exhibit 2.

The pilot program, and associated ILA, expires September 30, 2020. City staff held a discussion with the Coppell City Council in June, during which the council requested staff work with DCTA to renew the ILA for another 12-month program from October 1, 2020 through September 30, 2021. The City Council has been informed of DCTA's Administrative Fee Policy that was adopted in April 2020, which would result in an increase to their administrative fee, and the council will consider approval of the ILA renewal at the August 25 city council meeting.

The original ILA budget of \$100,000 includes 100% of direct Lyft costs and a 25% administrative fee to cover contract management, billing, administration, reporting, data analytics, and customer service. The City of Coppell is responsible for primary marketing and outreach efforts. To keep within the new reduced budget of \$50,000 the cost breakdown is as follows:

AGENCY	Service Rendered	Cost Allocation Per Year \$50,000
Denton County Transportation Authority	Contracted Mobility Provider Service: <i>Direct invoiced costs</i>	Not-to-exceed \$28,125
	Administrative Fee: <i>Contract management, billing, administration, reporting, data analytics, and customer service</i>	Not-to-exceed \$16,875/60% of the direct invoiced costs
City of Coppell	Marketing and Outreach	Not-to-exceed \$5,000
		TOTAL: \$50,000



The service currently averages a direct cost of \$1,340 and 150 trips per month (through July 2020 and excluding the first month of service as an outlier). As such, the new budget would continue to be sufficient to cover all direct invoiced costs.

Identified Need

Coppell is home to a number of large warehouse and distribution facilities, which employ predominately low-wage positions. Because Coppell does not have affordable housing and limited public transportation (SPAN provides contracted paratransit services), these businesses face recruitment and retention issues like many of our partner areas. Lyft serves to fill the first/last mile need of Coppell's low-wage workforce, many of whom currently use public transportation. Due to the success of the program, the City of Coppell's City Council has publicly expressed interest in continuing the program for another 12-month period.

Financial Impact

The budget for the administrative fee is increasing from 25% in year one to 60% in year two, per the DCTA Board's Administrative Fee Policy. The ILA's overall budget is decreasing from \$100,000 to \$50,000, thereby changing the indirect costs from \$18,000 to \$16,875.

Recommendation

Staff recommends the Board of Directors authorize the CEO to execute Amendment 1 to the Interlocal Agreement with the City of Coppell for Mobility Services, which provides for a 1-year extension and increase to the administrative fee percentage.

Exhibits

Exhibit 1: Interlocal Agreement with City of Coppell, Amendment 1 Draft

Exhibit 2: Original Interlocal Agreement with City of Coppell

Submitted By: 
Lindsey Baker, Director of Government Affairs

Approval: 
Nicole Recker, VP of Mobility Services and Administration

STATE OF TEXAS	§	
	§	FIRST AMENDED AND RESTATED
	§	INTERLOCAL COOPERATION
	§	AGREEMENT
COUNTY OF DENTON	§	

This First Amended and Restated Interlocal Cooperation Agreement (“Agreement”) is made by and between Denton County Transportation Authority (“DCTA”) and the City of Coppell, Texas (“Coppell”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS

WHEREAS, Coppell is a home-rule municipality and local governmental entity located within the State of Texas and in the counties of Dallas and Denton; and

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

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement dated September 24, 2019, for purposes of providing transportation services to meet the mobility needs of Coppell businesses and residents (the "Original Agreement");

WHEREAS, the Parties have agreed on the terms and conditions for DCTA to deploy first/last mile workforce mobility solutions within the city limits of Coppell and between transit stations located outside of the city limits, as set forth in Section 3.1(b) of this Agreement, through use of a mobility provider; and

WHEREAS, due to the success of the pilot program and to incorporate DCTA’s Administrative Fee Policy established on April 23, 2020, the Parties desire to amend the Original Agreement to extend the Term for one (1) year, beginning October 1, 2020 and continuing through September 30, 2021,

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

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

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

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

Article I Purpose

1.1 The purpose of this Agreement is to provide for the administration and operation of mobility services to improve access to jobs within the city limits of Coppell for trips originating in a defined geofence to destinations located in the geofence and to/from designated transit stops as defined in section 3.1(b). Mobility services may include DCTA directly providing transportation to employees and residents in Coppell or through third-party service providers that directly contract with DCTA, including but not limited to taxi providers and transportation network companies (TNCs).

1.2 DCTA may execute a task order for a period not to exceed twelve (12) months with a contracted mobility provider (e.g. Lyft) to deploy first/last mile mobility services in the city limits of Coppell and as defined in section 3.1(b). The hours and days of operation shall be agreed upon by the Parties and adjusted based on ridership.

1.3 DCTA has entered into an appropriate mobility services provider agreement to provide their services herein; and, DCTA shall receive assurances under such agreement regarding the services provided herein; and, Coppell's sole responsibility shall be to fund such services.

Article II Term

2.1 Initial Term. The Term of this Agreement shall begin on October 1, 2020 and continue for the period ending on September 30, 2021 unless sooner terminated as provided herein (the "Initial Term").

2.2 Termination. Either Party may terminate this Agreement, with or without cause, by giving sixty (60) days prior written notice to the other Party. After the Initial Term, the required notice to terminate shall be at least ninety (90) days.

Article III Services

3.1 DCTA shall provide the Mobility Services as follows:

- (a) Beginning on October 1, 2019, DCTA shall deliver the Mobility Services during the hours and days of operation as mutually agreed upon by the Parties and based on ridership.
- (b) Mobility services will initially be provided generally within the city limits to serve the workforce population and to and from designated transit stops and stations that fall outside the Coppell city limits. Specific parameters will be determined through the Task Order process and in coordination with DCTA and Coppell. Location of mobility services and geofence boundaries

may be amended in writing as mutually agreed upon by the Parties and based on ridership trends.

- (c) The Parties shall work together to analyze and review ongoing service levels and alternative Mobility Service delivery methods and cost estimates to meet the long-term public transit needs of Coppell.
- (d) During the term of this Agreement, DCTA shall provide all administrative and operational services associated with the Mobility Services including, but not limited to, employment and management of necessary and sufficient personnel, contract management of third-party providers, billing, customer service, program management, and data reporting and analytics.
- (e) During the Term of this Agreement, Coppell shall be responsible for all primary marketing and outreach efforts, with ancillary support provided by DCTA.

Article IV Compensation and Fees

4.1 DCTA Compensation. DCTA shall be reimbursed for one-hundred percent (100%) of all costs for services invoiced from the mobility provider associated with this agreement, and an administrative fee per the schedule in Exhibit 1. Total costs shall not exceed one-hundred thousand dollars (\$50,000) in a twelve (12) month period, unless amended as mutually agreed upon in writing by the parties.

4.2 Invoicing. On or before the last day of each calendar month during the Term of this Agreement, DCTA shall prepare a written invoice to Coppell including number of trips, operating expenses, and administrative management fees for the services provided in the previous month.

4.3 Payment. Coppell shall pay DCTA within thirty (30) days of the receipt of each monthly invoice.

4.4 Current Revenues. To the extent applicable, Coppell and DCTA acknowledge that Coppell shall make payment of the aforementioned sums from current revenues. Coppell further agrees to make all appropriations reasonable and necessary to effectuate the terms of, and its responsibilities under, this Agreement. However, the Parties recognize that the continuation of this Agreement after the close of any given fiscal year of Coppell, September 30 of each calendar year, shall be subject to approval by Coppell's City Council. This approval may be presumed if the City Council includes funding for the Mobility Services in an adopted budget. This Agreement cannot be an unfunded liability of Coppell in violation of the Texas Constitution's unfunded debt prohibition applicable to home-rule cities. The Parties agree that this Agreement may be terminated by Coppell with notice as provided herein, without any penalty or liability to Coppell except for monies owed DCTA for Mobility Services provided pursuant to this Agreement and for

any costs incurred for demobilization, in the event Coppell's City Council fails to approve or appropriate funds for any continuation of this Agreement.

4.5 Fares. Customers utilizing the first/last mile service will pay a fare that shall be subsidized by Coppell. The subsidy and amount paid by the passenger shall be mutually agreed upon by DCTA and Coppell.

4.6 Additional Services. In an effort to provide the best Mobility Services possible, DCTA may work with additional third-party service providers to enhance service delivery to Coppell. At all times, DCTA shall be responsible for contracting directly with the third-parties and shall be responsible for ensuring the overall customer experience and complying with this Agreement. Furthermore, DCTA shall be responsible for managing the cost of such service providers within the mutually agreed funding authorizations established and approved between DCTA and Coppell.

Article V Dispute Resolution

The Parties agree to make a good faith effort to resolve through informal discussions any disagreement or other dispute between them in connection with this Agreement (a "Dispute"). If a Dispute cannot be resolved through informal discussions, before seeking an alternative remedy, either Party must submit a written complaint to the other Party setting out the basis of the complaint and a proposed resolution to the Dispute. The Party receiving the complaint must respond in writing within twenty-one (21) days after receipt of the complaint, by accepting the proposed resolution, rejecting the proposed resolution, or proposing an alternative resolution to the Dispute. If the proposed resolution is rejected, the Parties may seek alternative remedies as they deem appropriate. If an alternative resolution is proposed, the recipient of that alternative proposal shall, within twenty-one (21) days after receipt, either accept the alternative or reject it. If it is rejected, the Parties may seek alternative remedies as they deem appropriate. Subject to the procedure outlined in this section, both Parties will have all legal remedies allowed to them by applicable law. The provisions of this section are strictly limited in scope to serve as a prerequisite to the enforcement of remedies under this Agreement. Failure by either Party to raise a Dispute through this process shall not constitute waiver or acceptance of an alleged violation of this Agreement.

Article VI Insurance

During the Term of this Agreement, the mobility provider shall maintain and enforce during the Term, at the mobility provider's own expense, at least the following coverages:

- (a) Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident;
- (b) Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury and contractual liability

coverage with minimum limits of \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate; and

- (c) Commercial Auto Liability Insurance including a minimum combined single limit of \$1,000,000 each accident and Uninsured/Underinsured motorist coverage with a minimum combined single limit of \$1,000,000.

The mobility provider will include Coppell as an additional insured via blanket endorsement under the mobility provider's commercial general liability insurance policy. All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Coppell may carry and will contain a waiver of subrogation against Coppell and its insurance carrier(s) with respect to all obligations assumed by the mobility provider under this Agreement. The fact that the mobility provider has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such mobility provider's other obligations or liabilities set forth in this Agreement.

Article VII Miscellaneous

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

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

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

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

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

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

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

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

If intended for DCTA:

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
Dallas, Texas 75201
Phone: 214-965-9900

If intended for City of Coppell:

Mike Land
City Manager
255 Parkway Blvd.
Coppell, Texas 75019
Phone: 972-304-3618

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

7.10 Exhibits. The Exhibits attached hereto are incorporated herein.

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

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

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

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

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

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

(signature page to follow)

EXECUTED this _____ day of _____, 2020.

Denton County Transportation Authority

By: _____
Raymond Suarez, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., General Counsel
(08-07-2020:TM 117185)

EXECUTED this _____ day of _____, 2020.

City of Coppell, Texas
a home-rule municipality

By: _____
Mike Land, City Manager

APPROVED AS TO FORM:

By: _____
Robert E. Hager, Coppell City Attorney

EXHIBIT 1

AGENCY	Service Rendered	Cost Allocation Per Year \$50,000
Denton County Transportation Authority	Contracted Mobility Provider Service: <i>Direct invoiced costs</i>	Not-to-exceed \$28,125
	Administrative Fee: <i>Contract management, billing, administration, reporting, data analytics, and customer service</i>	Not-to-exceed \$16,875/60% of the direct invoiced costs
City of Coppel	Marketing and Outreach	Not-to-exceed \$5,000
		TOTAL: \$50,000

STATE OF TEXAS	§	
	§	INTERLOCAL COOPERATION
	§	AGREEMENT
COUNTY OF DENTON	§	

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

RECITALS

WHEREAS, Coppell is a home-rule municipality and local governmental entity located within the State of Texas and in the counties of Dallas and Denton; and

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

WHEREAS, Coppell desires to partner with DCTA to provide transportation services to meet the mobility needs of Coppell businesses and residents; and

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

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

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

WHEREAS, the Parties have agreed on the terms and conditions for DCTA to deploy first/last mile mobility solutions to the business park located in the western quadrant of Coppell and between transit stations located outside of the city limits, as set forth in Section 3.1(b) of this Agreement, through use of a mobility provider; and

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

Article I Purpose

- 1.1 The purpose of this Agreement is to provide for the administration and operation of mobility services to improve access to jobs within the business park located in the western quadrant of Coppell for trips originating in a defined geofence to destinations located in the geofence and to/from designated transit stops as defined in section 3.1(b). Mobility

services may include DCTA directly providing transportation to employees and residents in Coppell or through third-party service providers that directly contract with DCTA, including but not limited to taxi providers and transportation network companies (TNCs).

- 1.2 DCTA may execute a task order for a period not to exceed twelve (12) months with a contracted mobility provider (e.g. Lyft) to deploy first/last mile mobility services in the city limits of Coppell and as defined in section 3.1(b) The hours and days of operation shall be agreed upon by the Parties and adjusted based on ridership.
- 1.3 DCTA has entered into an appropriate mobility services provider agreement to provide their services herein; and, DCTA shall receive assurances under such agreement regarding the services provided herein; and, Coppell's sole responsibility shall be to fund such services.

Article II Term

- 2.1 Initial Term. The Initial Term of this Agreement shall begin on October 1, 2019 and continue for the period ending on September 30, 2020 unless sooner terminated as provided herein (the "Initial Term"). After the Initial Term providing for a one (1) year pilot program, this agreement shall automatically renew on the same terms and conditions for an additional period of one (1) year ("the Renewal Term"), unless either Party provides to the other Party written notice of non-renewal at least sixty (60) days prior to the termination of the Initial Term.
- 2.2 Termination. Either Party may terminate this Agreement, with or without cause, by giving sixty (60) days prior written notice to the other Party. After the Initial Term, the required notice to terminate shall be at least ninety (90) days.

Article III Services

- 3.1 DCTA shall provide the Mobility Services as follows:
 - (a) Beginning on October 1, 2019, DCTA shall deliver the Mobility Services during the hours and days of operation as mutually agreed upon by the Parties and based on ridership.
 - (b) Mobility services will initially be provided generally within the city limits to serve the workforce population and to and from designated transit stops and stations that fall outside the Coppell city limits. Specific parameters will be determined through the Task Order process and in coordination with DCTA and Coppell. Location of mobility services and geofence boundaries may be amended in writing as mutually agreed upon by the Parties and based on ridership trends.

- (c) During the term of this Agreement, DCTA shall provide all administrative and operational services associated with the Mobility Services including, but not limited to, employment and management of necessary and sufficient personnel, contract management of third-party providers, billing, customer service, program management, and data reporting and analytics.
- (d) During the Term of this Agreement, Coppell shall be responsible for all primary marketing and outreach efforts, with ancillary support provided by DCTA.

Article IV Compensation and Fees

- 4.1 **DCTA Compensation.** DCTA shall be reimbursed for one-hundred percent (100%) of all costs for services invoiced from the mobility provider associated with this agreement, and an administrative fee per the schedule in Exhibit 1. Total costs shall not exceed one-hundred thousand dollars (\$100,000) in a twelve (12) month period, unless amended as mutually agreed upon in writing by the parties.
- 4.2 **Invoicing.** On or before the last day of each calendar month during the Term of this Agreement, DCTA shall prepare a written invoice to Coppell including number of trips, operating expenses, and administrative management fees for the services provided in the previous month.
- 4.3 **Payment.** Coppell shall pay DCTA within thirty (30) days of the receipt of each monthly invoice.
- 4.4 **Current Revenues.** To the extent applicable, Coppell and DCTA acknowledge that Coppell shall make payment of the aforementioned sums from current revenues. Coppell further agrees to make all appropriations reasonable and necessary to effectuate the terms of, and its responsibilities under, this Agreement. However, the Parties recognize that the continuation of this Agreement after the close of any given fiscal year of Coppell, September 30 of each calendar year, shall be subject to approval by Coppell's City Council. This approval may be presumed if the City Council includes funding for the Mobility Services in an adopted budget. This Agreement cannot be an unfunded liability of Coppell in violation of the Texas Constitution's unfunded debt prohibition applicable to home-rule cities. The Parties agree that this Agreement may be terminated by Coppell with notice as provided herein, without any penalty or liability to Coppell except for monies owed DCTA for Mobility Services provided pursuant to this Agreement and for any costs incurred for demobilization, in the event Coppell's City Council fails to approve or appropriate funds for any continuation of this Agreement.
- 4.5 **Fares.** Customers utilizing the first/last mile service will pay a fare that shall be subsidized by Coppell. The subsidy and amount paid by the passenger shall be mutually agreed upon by DCTA and Coppell.

- 4.6 Additional Services. In an effort to provide the best Mobility Services possible, DCTA may work with additional third-party service providers to enhance service delivery to Coppell. At all times, DCTA shall be responsible for contracting directly with the third-parties and shall be responsible for ensuring the overall customer experience and complying with this Agreement. Furthermore, DCTA shall be responsible for managing the cost of such service providers within the mutually agreed funding authorizations established and approved between DCTA and Coppell.

Article V Dispute Resolution

The Parties agree to make a good faith effort to resolve through informal discussions any disagreement or other dispute between them in connection with this Agreement (a "Dispute"). If a Dispute cannot be resolved through informal discussions, before seeking an alternative remedy, either Party must submit a written complaint to the other Party setting out the basis of the complaint and a proposed resolution to the Dispute. The Party receiving the complaint must respond in writing within twenty-one (21) days after receipt of the complaint, by accepting the proposed resolution, rejecting the proposed resolution, or proposing an alternative resolution to the Dispute. If the proposed resolution is rejected, the Parties may seek alternative remedies as they deem appropriate. If an alternative resolution is proposed, the recipient of that alternative proposal shall, within twenty-one (21) days after receipt, either accept the alternative or reject it. If it is rejected, the Parties may seek alternative remedies as they deem appropriate. Subject to the procedure outlined in this section, both Parties will have all legal remedies allowed to them by applicable law. The provisions of this section are strictly limited in scope to serve as a prerequisite to the enforcement of remedies under this Agreement. Failure by either Party to raise a Dispute through this process shall not constitute waiver or acceptance of an alleged violation of this Agreement.

Article VI Insurance

During the Term of this Agreement, the mobility provider shall maintain enforce during the Term, at the mobility provider's own expense, at least the following coverages:

- (a) Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident;
- (b) Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury and contractual liability coverage with minimum limits of \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate; and
- (c) Commercial Auto Liability Insurance including a minimum combined single limit of \$1,000,000 each accident and Uninsured/Underinsured motorist coverage with a minimum combined single limit of \$1,000,000.

The mobility provider will include Coppell as an additional insured via blanket endorsement under the mobility provider's commercial general liability insurance policy. All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Coppell may carry and will contain a waiver of subrogation against Coppell and its insurance carrier(s) with respect to all obligations assumed by the mobility provider under this Agreement. The fact that the mobility provider has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such mobility provider's other obligations or liabilities set forth in this Agreement.

Article VII Miscellaneous

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

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

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

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

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

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

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

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

If intended for DCTA:

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 City of Coppel:

Mike Land
City Manager
255 Parkway Blvd.
Coppel, Texas 75019
Phone: 972-304-3618

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

7.10 Exhibits. The Exhibits attached hereto are incorporated herein.

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

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

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

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

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

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

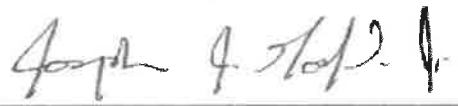
(signature page to follow)

EXECUTED this 24th day of September, 2019.

Denton County Transportation Authority

By: 
Raymond Suarez, Chief Executive Officer

APPROVED AS TO FORM:

By: 
Joseph J. Gorfida, Jr., General Counsel
(08-05-2019:TM109875)

EXECUTED this 29th day of August, 2019.

City of Coppell, Texas
a home-rule municipality

By: 
Mike Land, City Manager

APPROVED AS TO FORM:

By: 
Robert E. Hager, Coppell City Attorney

EXHIBIT 1

AGENCY	Service Rendered	Project Cost Allocation Per Year \$100,000
Denton County Transportation Authority	Contracted Mobility Provider	
	Service:	Not-to-exceed
	<i>Direct invoiced costs</i>	\$72,000/75%
	Administrative Fee:	
	<i>Contract management, billing, administration, reporting, data analytics, and customer service</i>	Not-to-exceed \$18,000/25% of the direct invoiced costs
		TOTAL: \$90,000
City of Coppell	Marketing and Outreach	Not-to-exceed
		\$10,000/10% of the total allocated cost
		PROJECT TOTAL: \$100,000

Board of Directors Memo

August 27, 2020

SUBJECT: Consider Authorizing the CEO to Execute the Lyft Task Order Renewal for Coppell Mobility Services

Background

Brief Overview

DCTA staff briefed the Board of Directors on this item on July 23, 2020 as part of the City of Coppell briefing item. The Task Order with Lyft provides for workforce mobility services throughout Coppell, connecting riders with nearby transit stops.

The Lyft Task Order renewal would extend the agreement by one year and reduce the annual Not to Exceed (NTE) from \$72,000 to \$28,125 in support of the Interlocal Agreement with the City of Coppell for Mobility Services.

Additional Detail

DCTA and the City of Coppell approved an Interlocal Agreement in August 2019 to deploy a 12-month pilot program to serve the workforce mobility needs of the west side business park beginning on October 1, 2019. The service is operated by Lyft through a task order with DCTA. The original Task Order with Lyft provides for a one-year term, from October 1, 2019 to September 30, 2020, with an auto-renewal for one additional year and a NTE annual budget of \$72,000. Provided the Board approves the one-year extension of the City of Coppell ILA, the task order with Lyft would also need to be extended to continue to support the offered services. The budget for the task order is being reduced to a NTE annual amount of \$28,125, aligning with the Coppell ILA's budget for direct invoiced costs, for the newly calculated total two-year task order amount of \$56,250.

Lyft provides on-demand services from six transit stops to the City of Coppell's workforce centers. Transit stops include the A-train Hebron Station, DART Trinity Mills Station, DART Beltline Station, two DART Bus Stops (Saintsbury at Beltline and Regent at Royal), and the Grapevine TRE station. Services are offered Monday through Sunday, from 5 am to 12 am. The customer pays the first \$2, with the City of Coppell subsidizing the remainder of the fare up to \$17. Any remaining fare is paid by the customer.

Based on ridership data provided by Lyft, the majority of passengers are traveling to the Amazon warehouse and distribution center (origins of these trips likely vary; Lyft reporting does not provide this detail). From October 2019 through July 2020, there have been a total of 1,392 trips at an average trip cost of \$9.91 and total direct invoiced costs of \$12,423.

Financial Impact

All Lyft costs incurred are directly invoiced to the City of Coppell. The renewal would include an annual budget of \$28,125. To address the costs associated with executing the task order and related activities, the Interlocal Agreement with the City of Coppell provides for a 60% administrative fee.

Recommendation

Staff recommends the Board of Directors authorize the CEO to execute the Lyft Task Order Renewal to support the provision of mobility services per the Interlocal Agreement with the City of Coppell, contingent upon the Board approving the extension of the Interlocal Agreement with the City of Coppell.



Exhibits


Exhibit 1: Lyft Task Order for Coppell Mobility Services, Renewal Draft

Exhibit 2: Original Lyft Task Order for Coppell Mobility Services

Exhibit 3: Parent Contract with Lyft

Exhibit 4: Amendment One to Parent Contract with Lyft

Submitted By: 
Lindsey Baker, Director of Government Affairs

Approval: 
Nicole Recker, VP of Mobility Services and Administration



Denton County Transportation Authority

Task Order

Task Number:	9 Rev 1 Project ID: N/A Grant #N/A		
Contractor:	Lyft, Inc.		
PROJECT INFORMATION			
Name:	City of Coppell Lyft Zone		
DCTA Account Code: (Contract to be Billed Under)		Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Project Lead	Sarah Hultquist		
Requested By	Lindsey Baker		
Cost Estimate			
Not to Exceed Budget	\$56,250		

DESCRIPTION
<p>(Include Scope, Cost, and Deliverables with Schedule)</p> <p>This Denton County Transportation Authority Task Order #9 ("Task Order #9") shall be governed by the terms and conditions of the General Services Agreement executed by the parties on or around July 7, 2017 ("Agreement"). In the event of any direct conflict between the terms of this Task Order and the terms of the Agreement, then the terms of this Task Order shall control.</p> <p>For clarity, this Program will provide a subsidy for Lyft rides to support workforce transit needs within the East & West Workforce Zones within the City of Coppell. Geofenced areas will initially include 5 transit stops: A-train Hebron Station, DART Trinity Mills Station, DART Beltline Station, two DART Bus Stops (Saintsbury @ Beltline and Regent @ Royal) in addition to the East & West Workforce Zones. This Revision 1 adds an existing stop at the Grapevine TRE Station. The estimated average trip cost is \$12. The customer will pay the first \$2 fare, after which the City of Coppell will subsidize the remainder of the fare up to a maximum of \$17. Any remaining fare over \$17 will be paid by the customer. The subsidized rides will only be permitted Monday-Sunday, 5:00 AM to 12:00 AM, and only within the designated geofenced zones.</p> <p>The term of this task order shall commence on October 1, 2019 and continue through September 30, 2020 and automatically renew for one (1) year term unless cancelled with a 60-day notice.</p>

Revision 1: Amend Task Order #9 from \$72,000 to \$28,125 per year to align the task order with the City of Coppell ILA. Total budget of \$56,250("Budget").

SIGNATURES/APPROVALS

Contractor:		Date	
Nicole Recker VP Mobility Service and Administration, DCTA		Date	
Kristina Holcomb Deputy CEO, DCTA			

TASK ORDER #9**1. Overview.**

The intent of this Task Order is for Lyft Inc. to provide, on behalf of DCTA, on-demand rideshare services. Lyft will assist DCTA in implementing a discount program for City of Coppel for workforce transit needs. DCTA has identified the service of Transportation Network Companies (TNC) as important to address first mile / last mile connections in the agency's service area.

A user participating in this program will receive a fare subsidy for rides within (8) geofenced and time blocked zones of (6) transit stops and (2) Workforce Zones (East and West). The customer will pay the first \$2 of the trip fare with the remainder of the fare up to a maximum of \$17 being subsidized by DCTA. Anything over \$17 will be the responsibility of the passenger.

2. Term.

The term of this task order shall commence on October 1, 2019 and continue through September 30, 2020 ("**Term**"). The task order will automatically renew for one (1) additional year term unless terminated with a 60-day written notice.

3. The Dashboard.

- i. **Access to the Dashboard.** In order for Partner to manage the Programs, Lyft will provide Partner with access to an online portal owned and hosted by Lyft (the "**Dashboard**"). As related to the Concierge Service, Partner may also use the Dashboard to request rides for Users. Additionally, Lyft grants Partner a non-exclusive, non-transferrable limited license to use the Dashboard solely in connection with the Programs during the Term. Partner shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Materials; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (c) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to Partner under this Agreement.
- ii. **Partner Administrator.** Partner will designate at least one (1) authorized personnel of Partner to serve as Partner's administrator (each, an "**Administrator**") and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. Partner is responsible and, to the extent allowed by law, will indemnify Lyft for all activity occurring under Partner's Dashboard login credentials, except to the extent caused by Lyft's breach of this Agreement. Partner will contact Lyft upon known or suspected unauthorized use under Partner's Dashboard or if Dashboard login credentials information is lost or stolen.

4. Concierge Service.

- i. **General.** Under the Concierge Service, an Administrator may request a Ride for a User by submitting such request in the Dashboard (each, a "**Request**"). Each Request will include all relevant Ride information, including but not limited to, the User's first and last name, pick-up and drop-off location, and telephone number (collectively, "**User Information**"). Lyft will transmit the Request

via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the User. Lyft or the Driver may contact the User via the calling or texting features within the Lyft App to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, Partner will be notified of such cancellation via the Dashboard. Any Request cancellations by Partner or no-shows by Users will be subject to Lyft's cancellation policy. Partner will pay Lyft for all Rides under the Concierge Service ("**Concierge Rides**"). All Concierge Rides are subject to prime-time surcharges and Driver availability.

- ii. **Ride Requests.** When submitting a Request, Partner consents on behalf of itself and each User to allow Lyft to use the User Information to (a) send transactional SMS texts to the User relating to the Request and User's Ride; (b) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick-up and drop-off location; and (c) use and store the User Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy. Partner represents and warrants that (i) Partner will only submit Requests for Users whom are eighteen (18) years of age or older; and (ii) Partner has obtained all necessary consents from each User to share such User Information for the purposes set forth herein.

5. **Additional Obligations.**

Lyft Obligations.

1. **Geographic Area of Service:** The activities described herein shall take place in the City of Coppell East and West Business Park, four rail stations and two small bus stops as set forth in the maps hereto attached as Attachment 1 ("Program Map Area")
2. **Partner Codes:** Lyft will provide Partner with two (2) coupon codes (the "Partner Code") for use with this Agreement, with the following restrictions:
 - o Credit Value: Each Partner Code shall have a credit value of up to 62 rides per month and provide the rider with up to a \$17 subsidy per ride after the customer pays the initial \$2 fare. All ride costs above \$17 per ride will be the responsibility of the passenger.
 - o Valid Use: Valid for use by all Users who (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Partner Code in the User's Lyft App; (d) take a completed ride via the Lyft App which qualifies for Partner Code redemption under this Agreement; and (e) successfully apply the Lyft credit associated with the Partner Code at the end of the ride.
 - o Code Expiration: Each Partner Code and its corresponding ride credits will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein, by either party or by the expiration of the Term; or (b) upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.

- o Code-Credit Parameters and Budget: Below are the program parameters for the initial codes and/or credits implemented under the Agreement. These parameters may be changed and/or new code/credits program added as needed.

Location Limits	The Agency Codes/Credits will be for travel limited by a geofence as outlined and detailed in Attachment 1 .
Time Windows	Agency financed subsidies will only be applied to Rides on the following days at the following times: <ul style="list-style-type: none"> • Monday: 5:00 AM to 12:00 AM • Tuesday: 5:00 AM to 12:00 AM • Wednesday: 5:00 AM to 12:00 AM • Thursday: 5:00 AM to 12:00 AM • Friday: 5:00 AM to 12:00 AM • Saturday: 5:00 AM to 12:00 AM • Sunday: 5:00 AM to 12:00 AM
Ride Type Restriction	Lyft Standard
Number of Rides	Each Monthly Code/Credits shall grant each Rider up to 62 subsidized rides per month.
Subsidy Structure	The rider will pay the first \$2 of the trip fare. After the \$2 fare the Monthly Code will cover the remainder of the fare up to a maximum of \$17. Ride costs above \$17 will be the responsibility of the passenger.
Eligibility	Open to the Public

- o Monthly renewal: Each month, enrollees in the program who have entered the Code in their app, will automatically receive a new monthly pass for the subsequent month, unless the Agency notifies Lyft to exclude specific current passengers from the ensuing month's enrollment within seven (7) business days of the last day of the current month.
- 3. Special Program Parameters:** Any authorized customer who enters the DCTA partner code option within the Lyft platform is entitled to the fare subsidy applied to a qualified trip within the program time block.
- The program is designed as a workforce transit program. Customers working in the City of Coppell's East and West business parks will be invited to participate in this program based on outreach through the City of Coppell and individual business outreach. Communication measures will be developed to promote usage of the Partner Code and to ensure the program's usage is limited only to customers who are eligible for participation under program guidelines.
- 4. Reporting:** Each month, along with the invoice, Lyft will provide Partner with report regarding the usage of the Partner Codes. Each report shall include the data fields as outlined in **Attachment 2**.
- 5. Marketing:** Lyft agrees to promote the Partner Code as mutually agreed upon by the parties.

Partner Obligations.

1. Partner agrees to pay for any usage of the Partner Codes, subject to the terms and conditions herein. Any amount of the ride fare that is greater than the credit value of the Partner Code, Lyft shall charge the User's personal payment amount as associated with the User's Lyft account.
2. The parties agree that the intention of this Agreement is to ensure Partner does not spend or incur a payment obligation of more than \$28,125 per year associated with Partner Codes ("**Budget**"), unless modified or amended in writing by Partner. Lyft shall implement reasonable procedures to cancel or suspend Partner Codes within two (2) business days of reaching or surpassing the Budget.
3. Partner agrees to promote the Partner Code via Partner's official website, blog, social media accounts, and additional marketing channels as mutually agreed upon by the parties.

6. **Fees; Payment.**

Each month during the Term, Lyft will invoice Partner for the full dollar amount for all charges associated with Concierge rides requested by Partner and Partner Codes redeemed by Partner or Users for the preceding month. Payment is due within thirty (30) days of invoice date. All invoices shall be sent to Partner by the 10th of each month for the preceding month. All late payments shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the Partner Codes from Lyft to Partner, Partner is responsible for any and all activity relating to the Partner Codes and will indemnify Lyft for any claims related to Partner's use thereof. Lyft has the right to invoice Partner for any usage of Partner Codes by Partner or Users, even after expiration of the Term.

7. **Contacts.**

For Lyft:

Name: Paul Davis

Email: pdavis@lyft.com

For Partner:

Name: Sarah Hultquist

Email: shultquist@dcta.net

8. **Conditions.**

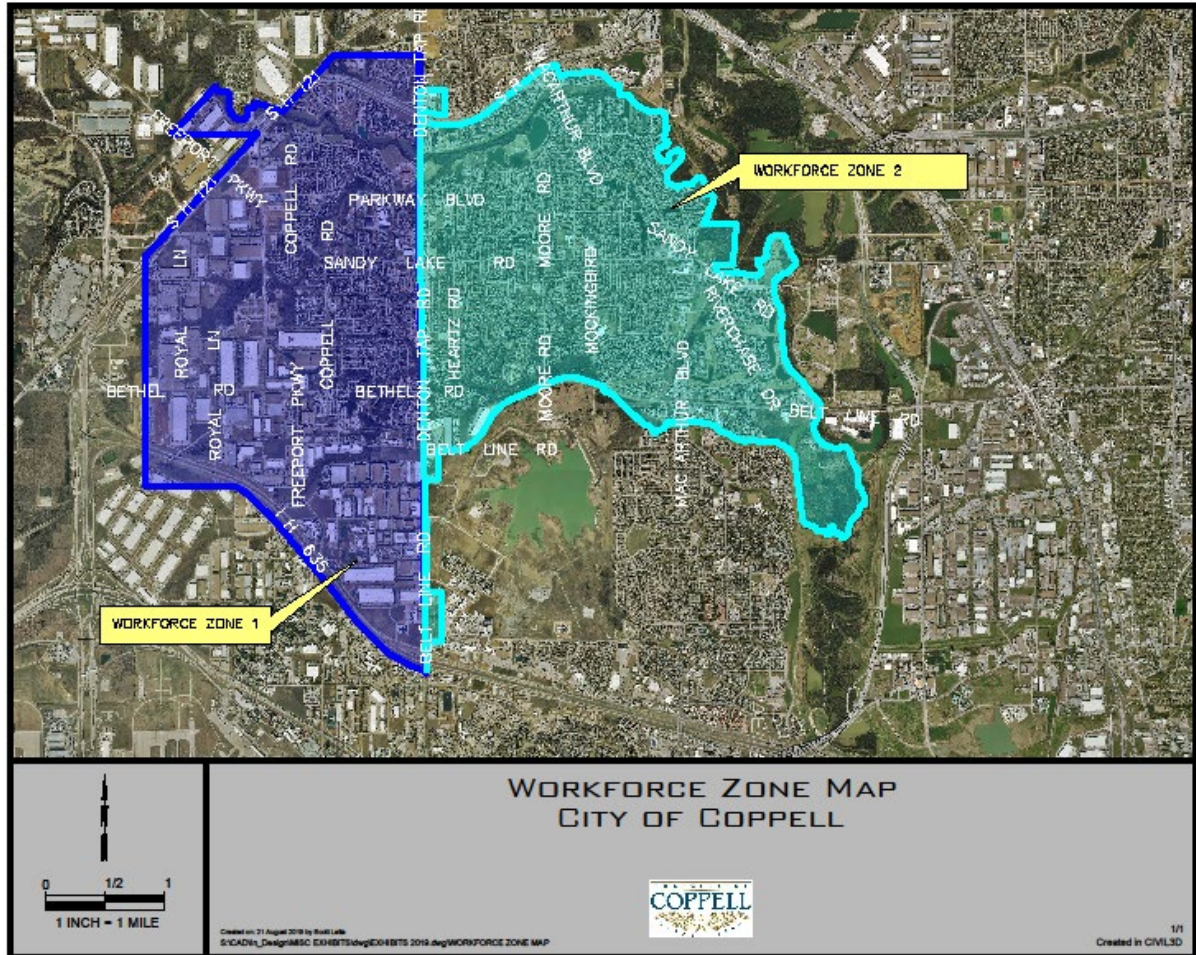
On July 7, 2017, Lyft and Partner entered into that certain General Services Agreement under which Lyft and Partner agreed to launch Programs in accordance with the General Services Agreement and as specified in specific Task Orders. The terms and conditions of the General Services Agreement shall apply to this Task Order Number 9 rev. 1. If any terms or conditions contained in this Task Order Number 9 rev. 1 are inconsistent with the General Services Agreement, the terms and conditions contained in this Task Order Number 9 rev. 1 will be controlling.

9. **Prohibition of Boycott Israel.**

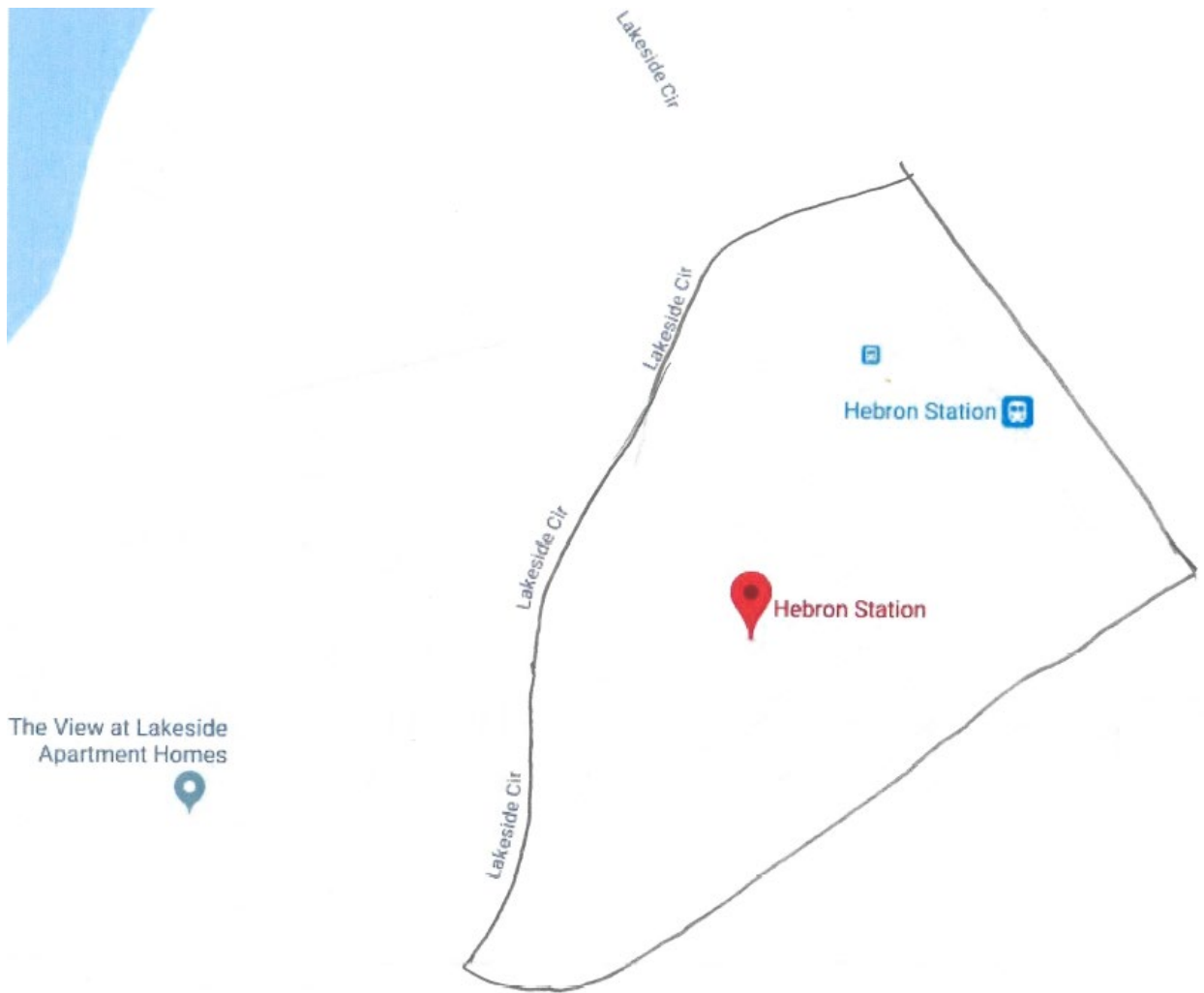
Consent Item 4, Exhibit 1

Lyft verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

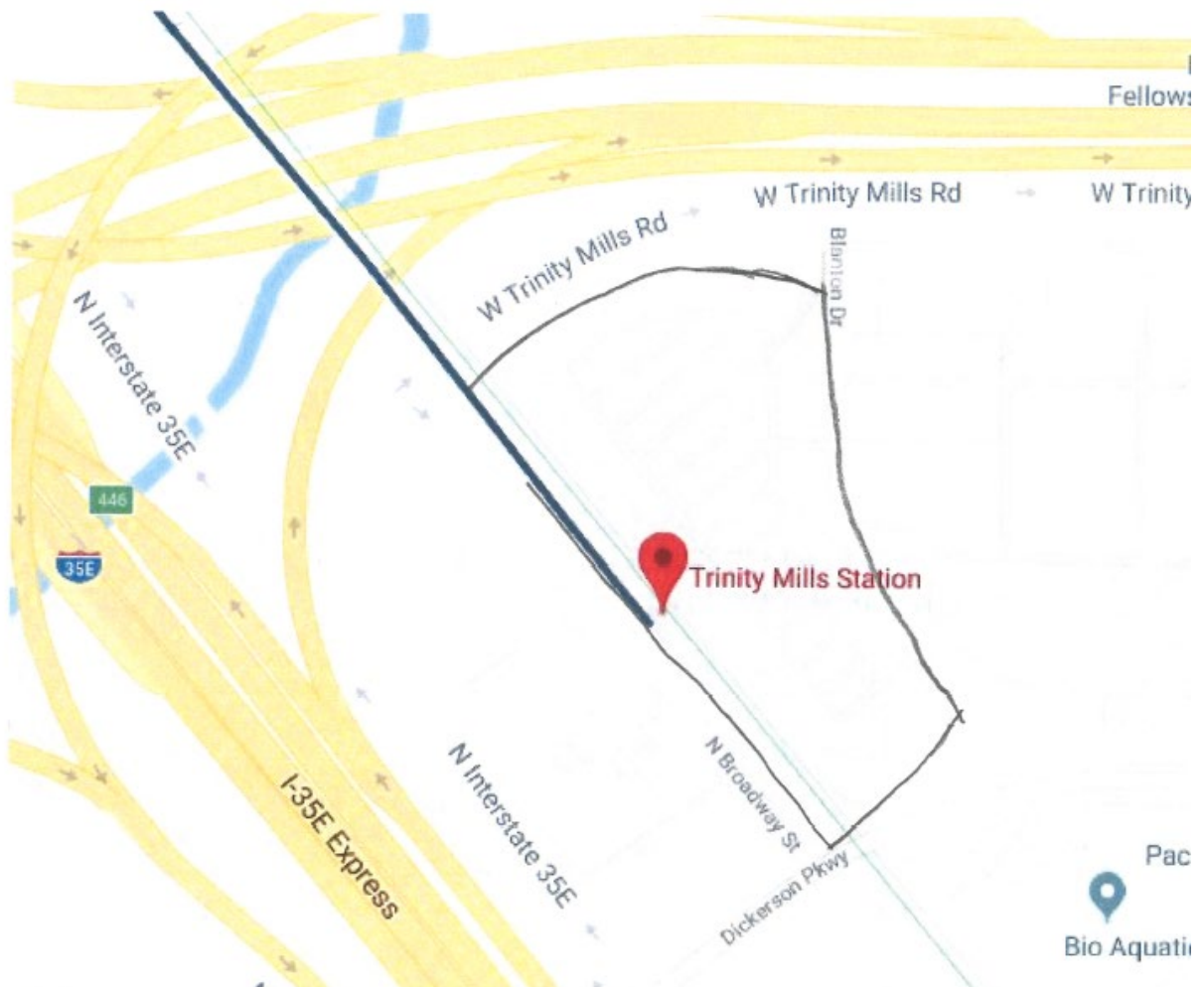
ATTACHMENT 1
[Program Map Area]
City of Coppel Workforce Zone 1 & Workforce Zone 2



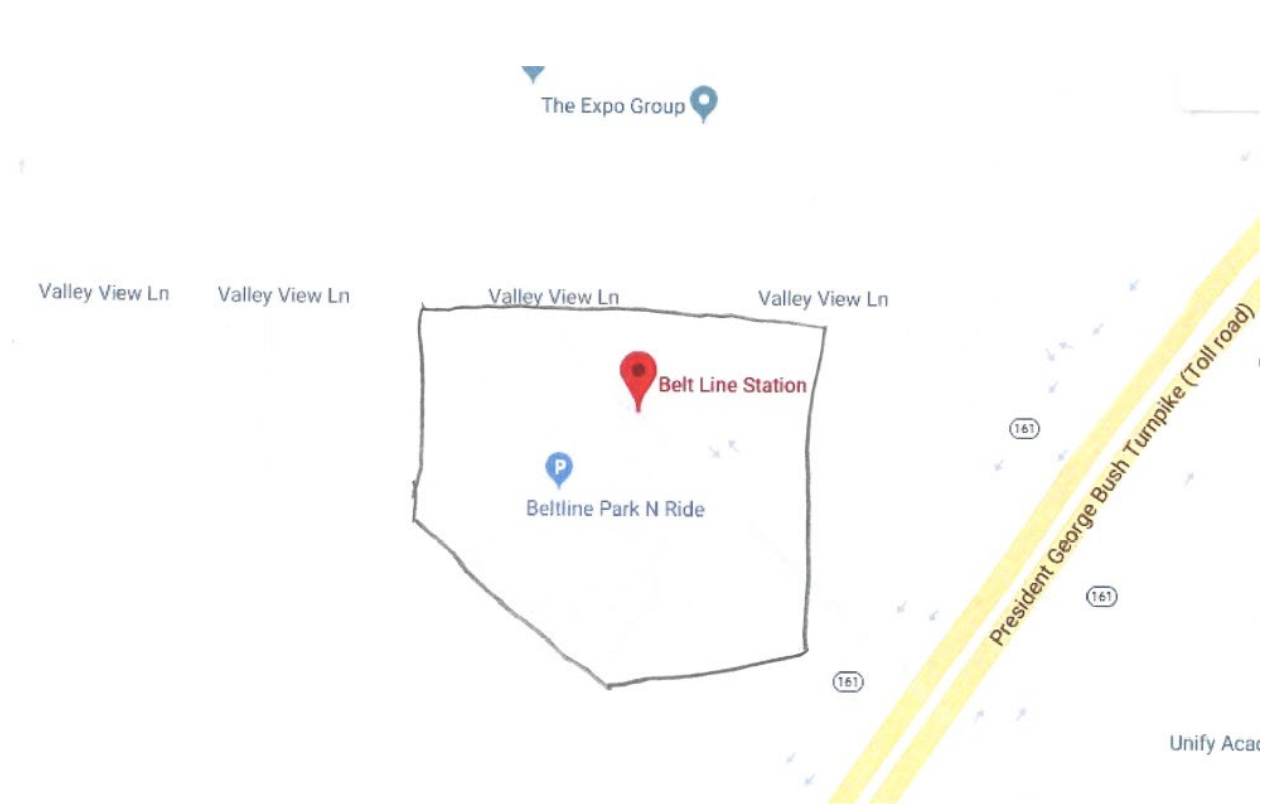
A-train Hebron Station



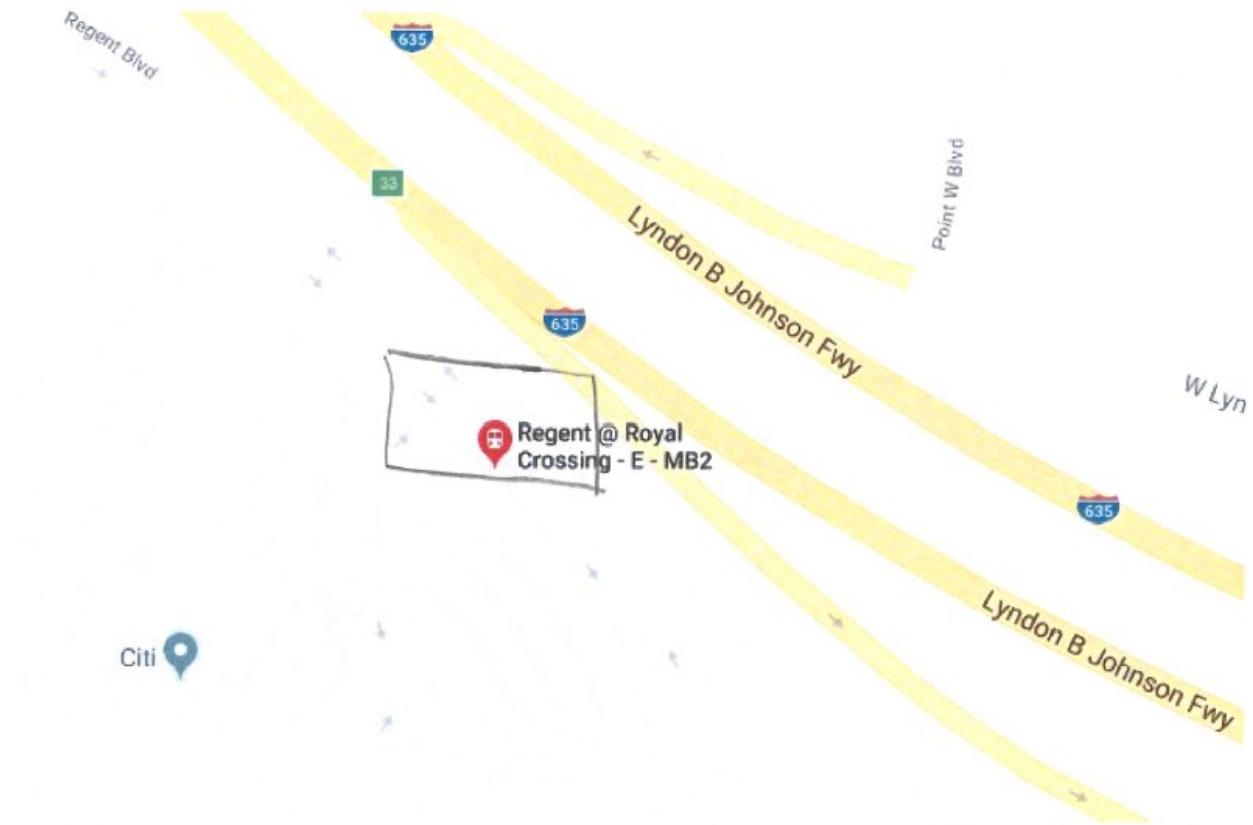
DART Trinity Mills Station



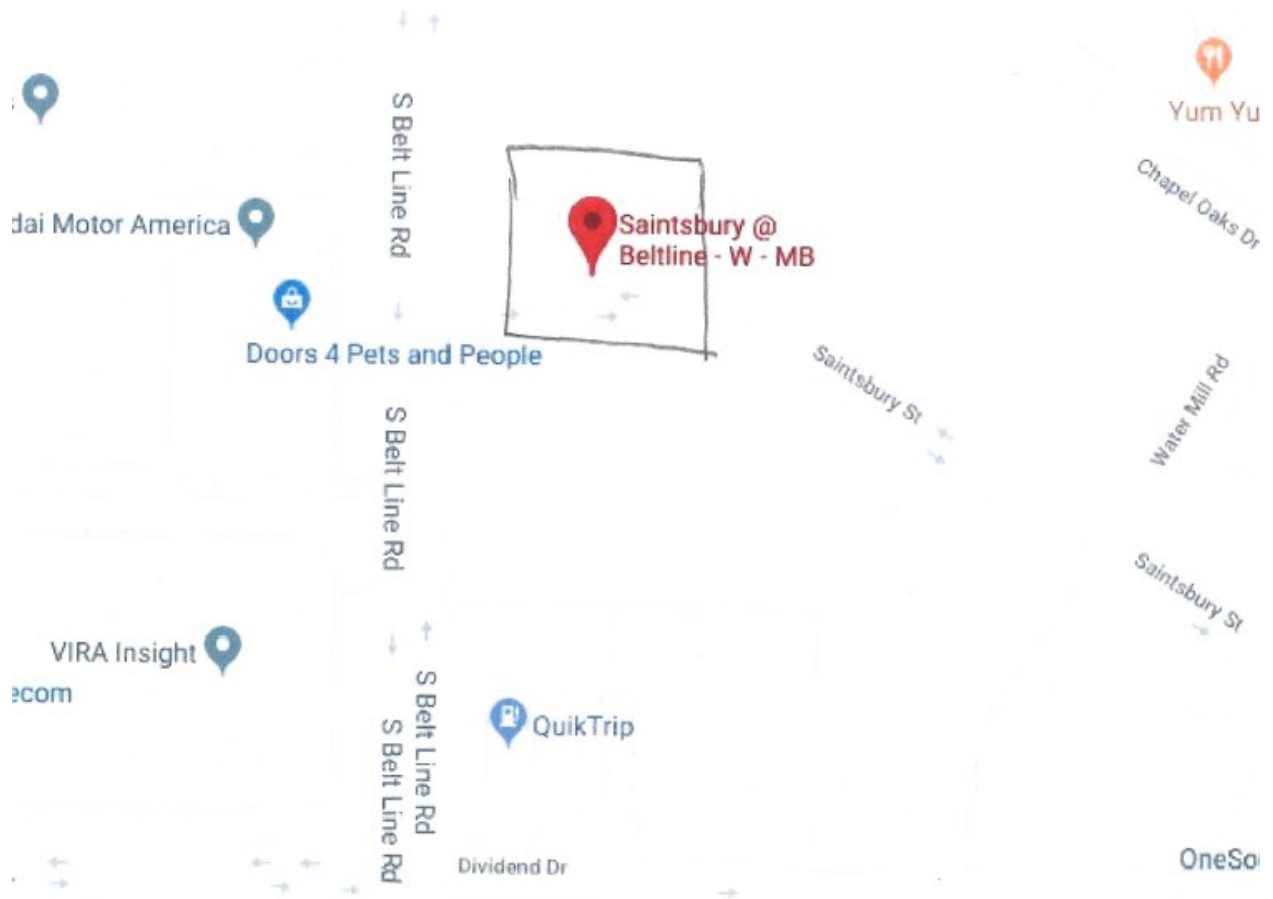
DART Beltline Station



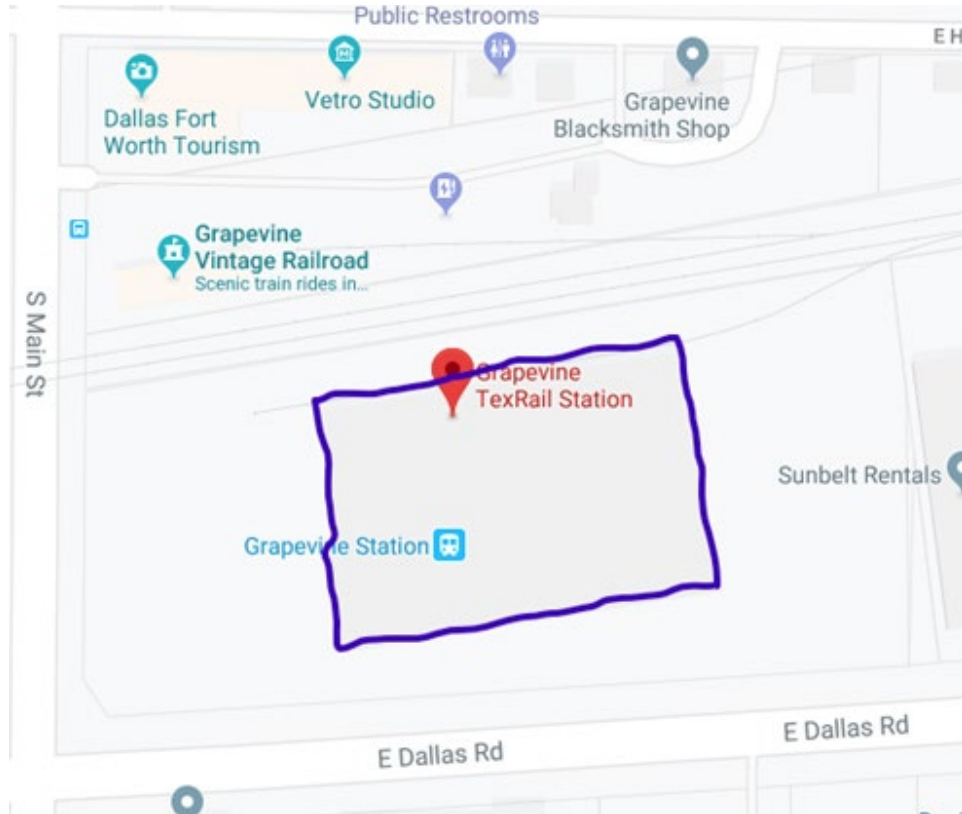
DART Bus Stop Regent @ Royal



DART Bus Stop Saintsbury @ Beltline



Grapevine TEXRail Station



ATTACHMENT 2

[Monthly Data Reporting]

CONFIDENTIAL/TRADE SECRET - DO NOT FORWARD OR SHARE

MONTHLY REPORT

Trips Data Decoupled

INVOICE

Passenger ID (Anonymized)	Trip Length (5 mile ranges)	Trip Duration (5 minute ranges)	Trip Cost (Actual)	Trip Subsidy (Actual)
34553	0-5	0-5	\$10.15	\$6.15
347477	15-20	15-20	\$25.35	\$21.35
5586	5-10	5-10	\$11.20	\$7.20
44433	20-25	20-25	\$32.40	\$28.40
			\$79.10	\$63.10

NTD REPORTING

Origin (Census Tract)	Destination (Census Tract)	Trip Time Period (AM Peak/Midday/PM Peak/Late Night)	Day of Travel
032013	031631	AM Peak	Monday
031634	032013	Midday	Tuesday
032013	031633	PM Peak	Thursday
031643	032013	Midday	Sunday

	Weekdays	Saturday	Sunday	Total
Overall Mileage of Service	38	4.1	2.1	44.2
Overall Hours of Service	1.2	1.1	1.1	3.4



Denton County Transportation Authority Task Order

Task Number:	9	Project ID:	N/A	Grant #	N/A
Contractor:	Lyft, Inc.				
PROJECT INFORMATION					
Name:	City of Coppell Lyft Zone				
DCTA Account Code: (Contract to be Billed Under)	50810			Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Project Lead	Mona Pickens				
Requested By	Lindsey Baker				
Cost Estimate					
Not to Exceed Budget	\$72,000				

DESCRIPTION
<p>(Include Scope, Cost, and Deliverables with Schedule)</p> <p>Program to provide a subsidy for Lyft rides to support workforce transit needs within the East & West Workforce Zones within the City of Coppell. Geofenced areas will initially include 5 transit stops: A-train Hebron Station, DART Trinity Mills Station, DART Beltline Station, two DART Bus Stops (Saintsbury @ Beltline and Regent @ Royal) in addition to the East & West Workforce Zones. The estimated average trip cost is \$12. The customer will pay the first \$2 fare, after which the City of Coppell will subsidize the remainder of the fare up to a maximum of \$17. Any remaining fare over \$17 will be paid by the customer. The subsidized rides will only be permitted Monday-Sunday, 4:00 AM to 12:00 AM, and only within the designated geofenced zones. The term of this task order shall commence on October 1, 2019 and continue through September 30, 2020 and automatically renew for one (1) year term unless cancelled with a 60-day notice.</p>

SIGNATURES/APPROVALS			
Contractor:	<small>Bakari Brock (Sep 27, 2019)</small>	Date	Sep 27, 2019
Michelle Bloomer VP Operations, DCTA		Date	9/27/19
Raymond Suarez CEO, DCTA		Date	9/30/19

TASK ORDER #9

1. Overview.

The intent of this Task Order is for Lyft Inc. to provide, on behalf of DCTA, on-demand rideshare services. Lyft will assist DCTA in implementing a discount program for City of Coppell for workforce transit needs. DCTA has identified the service of Transportation Network Companies (TNC) as important to address first mile / last mile connections in the agency's service area.

A user participating in this program will receive a fare subsidy for rides within (7) geofenced and time blocked zones of (5) transit stops and (2) Workforce Zones (East and West). The customer will pay the first \$2 of the trip fare with the remainder of the fare up to a maximum of \$17 being subsidized by DCTA. Anything over \$17 will be the responsibility of the Rider.

2. Term.

The term of this task order shall commence on October 1, 2019 and continue through September 30, 2020 ("**Term**"). The task order will automatically renew for one (1) additional year terms unless terminated with a 60-day written notice.

3. The Dashboard.

- i. **Access to the Dashboard.** In order for Partner to manage the Programs, Lyft will provide Partner with access to an online portal owned and hosted by Lyft (the "**Dashboard**"). As related to the Concierge Service, Partner may also use the Dashboard to request rides for Users. Additionally, Lyft grants Partner a non-exclusive, non-transferrable limited license to use the Dashboard solely in connection with the Programs during the Term. Partner shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Materials; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (c) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to Partner under this Agreement.
- ii. **Partner Administrator.** Partner will designate at least one (1) authorized personnel of Partner to serve as Partner's administrator (each, an "**Administrator**") and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. Partner is responsible and, to the extent allowed by law, will indemnify Lyft for all activity occurring under Partner's Dashboard login credentials, except to the extent caused by Lyft's breach of this Agreement. Partner will contact Lyft upon known or suspected unauthorized use under Partner's Dashboard or if Dashboard login credentials information is lost or stolen.

4. Concierge Service.

- i. **General.** Under the Concierge Service, an Administrator may request a Ride for a User by submitting such request in the Dashboard (each, a "**Request**"). Each Request will include all relevant Ride information, including but not limited to, the User's first and last name, pick-up and drop-off location, and telephone number (collectively, "**User Information**"). Lyft will transmit the Request

via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the User. Lyft or the Driver may contact the User via the calling or texting features within the Lyft App to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, Partner will be notified of such cancellation via the Dashboard. Any Request cancellations by Partner or no-shows by Users will be subject to Lyft's cancellation policy. Partner will pay Lyft for all Rides under the Concierge Service ("**Concierge Rides**"). All Concierge Rides are subject to prime-time surcharges and Driver availability.

- ii. **Ride Requests.** When submitting a Request, Partner consents on behalf of itself and each User to allow Lyft to use the User Information to (a) send transactional SMS texts to the User relating to the Request and User's Ride; (b) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick-up and drop-off location; and (c) use and store the User Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy. Partner represents and warrants that (i) Partner will only submit Requests for Users whom are eighteen (18) years of age or older; and (ii) Partner has obtained all necessary consents from each User to share such User Information for the purposes set forth herein.

5. **Additional Obligations.**

Lyft Obligations.

1. **Geographic Area of Service:** The activities described herein shall take place in the City of Coppell East and West Business Park, three light rail stations and two small bus stops as set forth in the maps hereto attached as Attachment 1 ("Program Map Area")
2. **Partner Codes:** Lyft will provide Partner with two (2) coupon codes (the "Partner Code") for use with this Agreement, with the following restrictions:
 - o **Credit Value:** Each Partner Code shall have a credit value of up to 62 rides per month and provide the Rider with up to a \$17 subsidy per ride after the eligible Rider the initial \$2 fare. All ride costs above \$17 per ride will be the responsibility of the Rider.
 - o **Valid Use:** Valid for use by all Users who (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Partner Code in the User's Lyft App; (d) take a completed ride via the Lyft App which qualifies for Partner Code redemption under this Agreement; and (e) successfully apply the Lyft credit associated with the Partner Code at the end of the ride.
 - o **Code Expiration:** Each Partner Code and its corresponding ride credits will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein, by either party or by the expiration of the Term; or (b) upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.

- o **Code-Credit Parameters and Budget:** Below are the program parameters for the initial codes and/or credits implemented under the Agreement. These parameters may be changed and/or new code/credits program added as needed.

Location Limits	The Agency Codes/Credits will be for travel limited by a geofence as outlined and detailed in Attachment 1 . Rides must start and end in any of the geofenced zones included in Attachment 1.
Time Windows	Agency financed subsidies will only be applied to Rides on the following days at the following times: <ul style="list-style-type: none"> Monday: 4:00 AM to 12:00 AM Tuesday: 4:00 AM to 12:00 AM Wednesday: 4:00 AM to 12:00 AM Thursday: 4:00 AM to 12:00 AM Friday: 4:00 AM to 12:00 AM Saturday: 4:00 AM to 12:00 AM Sunday: 4:00 AM to 12:00 AM
Ride Type Restriction	Lyft Standard
Number of Rides	Each Monthly Code/Credits shall grant each Rider up to 62 subsidized rides per month.
Subsidy Structure	The Rider will pay the first \$2 of the trip fare. After the \$2 fare the Monthly Code will cover the remainder of the fare up to a maximum of \$17. Ride costs above \$17 will be the responsibility of the Rider.
Eligibility	Open to the Public

- o **Monthly renewal:** Each month, enrollees in the program who have entered the Code in their app, will automatically receive a new monthly pass for the subsequent month, unless the Agency notifies Lyft to exclude specific eligible Riders from the ensuing month's enrollment within seven (7) business days of the last day of the current month.

- 3. Special Program Parameters:** Any authorized customer who enters the DCTA Partner Code option within the Lyft platform is entitled to the fare subsidy applied to a qualified trip within the program time block.

The program is designed as a workforce transit program. Customers working in the City of Coppell's East and West business parks will be invited to participate in this program based on outreach through the City of Coppell and individual business outreach. Partner communication measures will be developed to promote usage of the Partner Code and to ensure the program's usage is targeted to Riders who are eligible for participation under program guidelines.

- 4. Reporting:** Each month, along with the invoice, Lyft will provide Partner with report regarding the usage of the Partner Codes. Each report shall include the data fields as outlined in **Attachment 2**.
- 5. Marketing:** Lyft agrees to promote the Partner Code as mutually agreed upon by the parties.

Partner Obligations.

1. Partner agrees to pay for any usage of the Partner Codes, subject to the terms and conditions herein. Any amount of the ride fare that is greater than the credit value of the Partner Code, Lyft shall charge the User's personal payment amount as associated with the User's Lyft account.
2. The parties agree that the intention of this Agreement is to ensure Partner does not spend or incur a payment obligation of more than \$72,000 associated with Partner Codes ("Budget"), unless modified or amended in writing by Partner. Lyft shall implement reasonable procedures to cancel or suspend Partner Codes within two (2) business days of reaching or surpassing the Budget.
3. Partner agrees to promote the Partner Code via Partner's official website, blog, social media accounts, and additional marketing channels as mutually agreed upon by the parties.

6. **Fees; Payment.**

Each month during the Term, Lyft will invoice Partner for the full dollar amount for all charges associated with Concierge rides requested by Partner and Partner Codes redeemed by Partner or Users for the preceding month. Payment is due within thirty (30) days of invoice date. All invoices shall be sent to Partner by the 10th of each month for the preceding month. All late payments shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the Partner Codes from Lyft to Partner, Partner is responsible for any and all activity relating to the Partner Codes and will indemnify Lyft for any claims related to Partner's use thereof. Lyft has the right to invoice Partner for any usage of Partner Codes by Partner or Users, even after expiration of the Term.

7. **Contacts.**

For Lyft:

Name: Paul Davis

Email: pdavis@lyft.com

For Partner:

Name: Mona Pickens

Email: mpickens@dcta.net

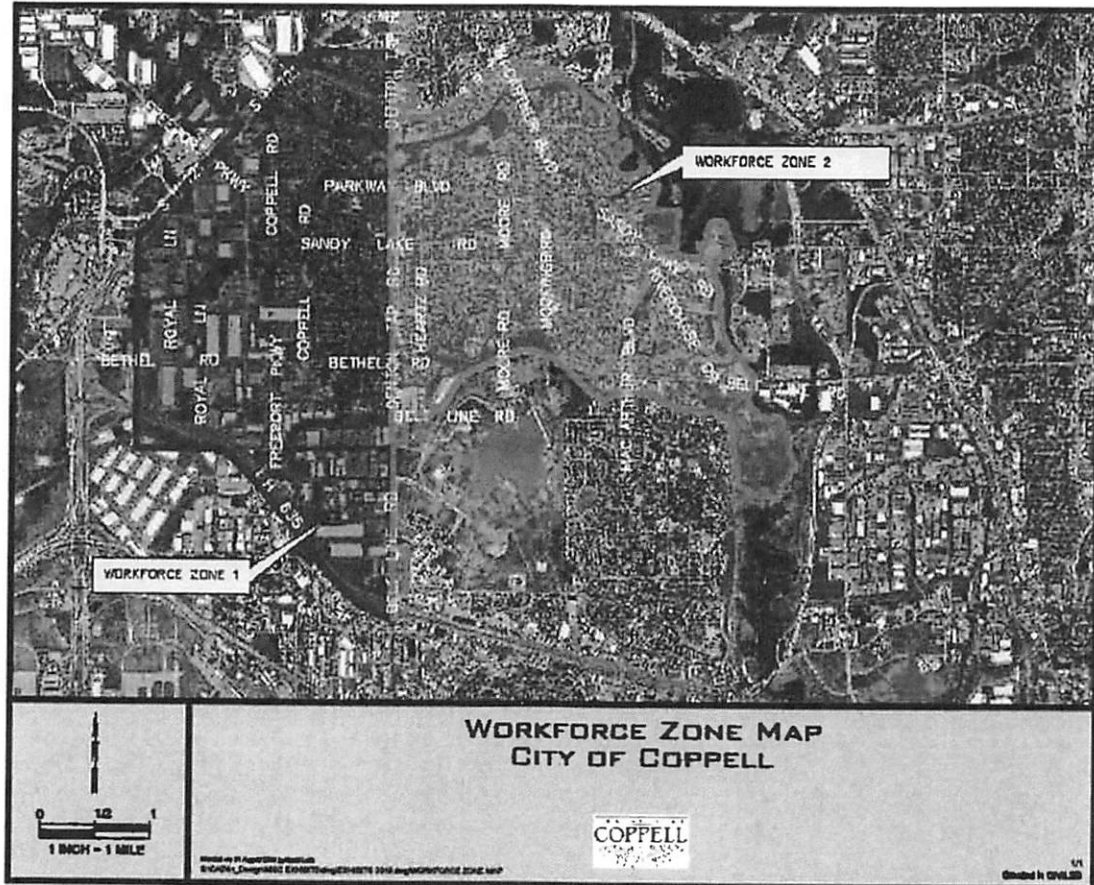
8. **Conditions.**

On July 7, 2017, Lyft and Partner entered into that certain General Services Agreement under which Lyft and Partner agreed to launch Programs in accordance with the General Services Agreement and as specified in specific Task Orders. The terms and conditions of the General Services Agreement shall apply to this Task Order Number 9. If any terms or conditions contained in this Task Order Number 9 are inconsistent with the General Services Agreement, the terms and conditions contained in this Task Order Number 9 will be controlling.

9. **Prohibition of Boycott Israel.**

Lyft verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

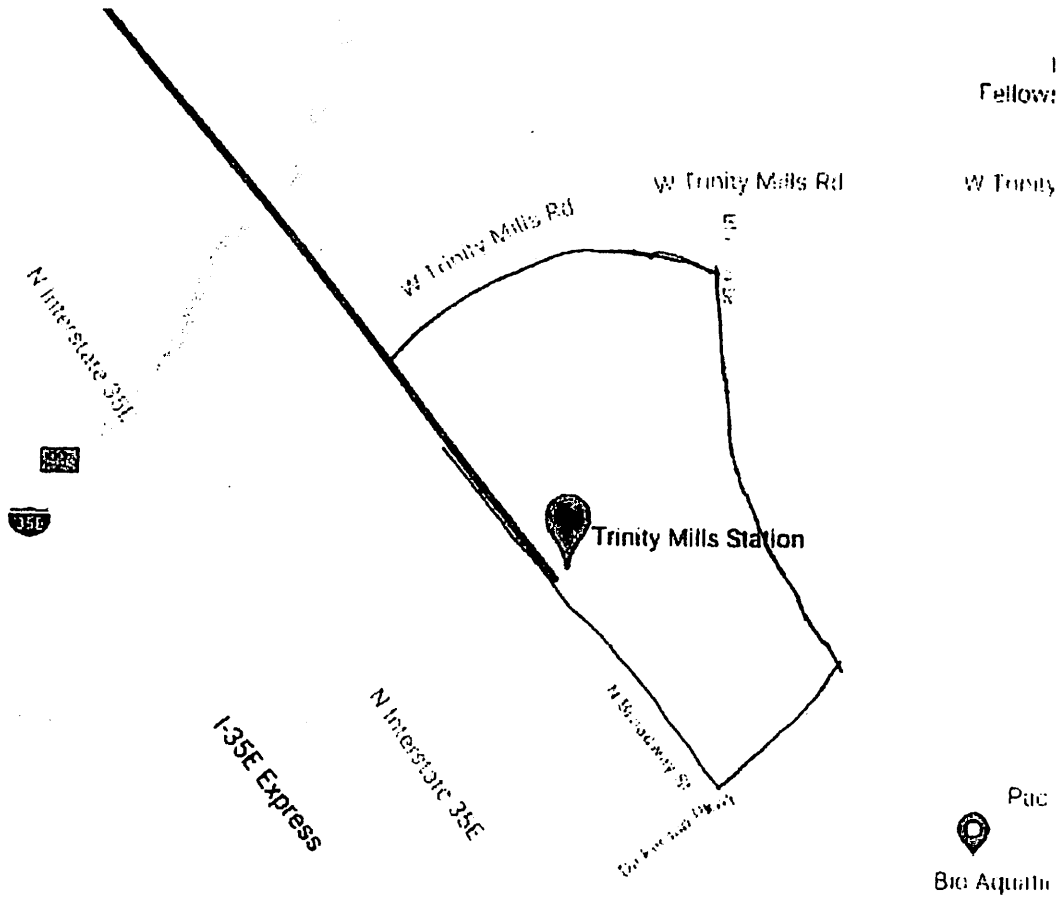
ATTACHMENT 1
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City of Coppell Workforce Zone 1 & Workforce Zone 2

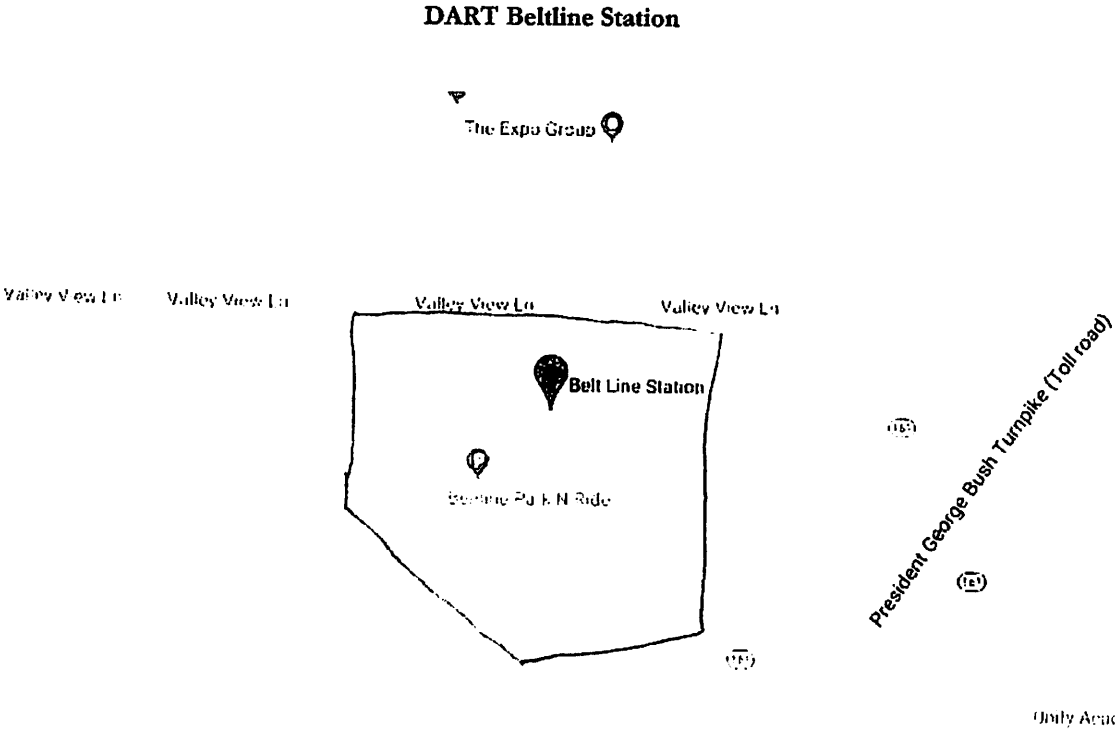


A-train Hebron Station

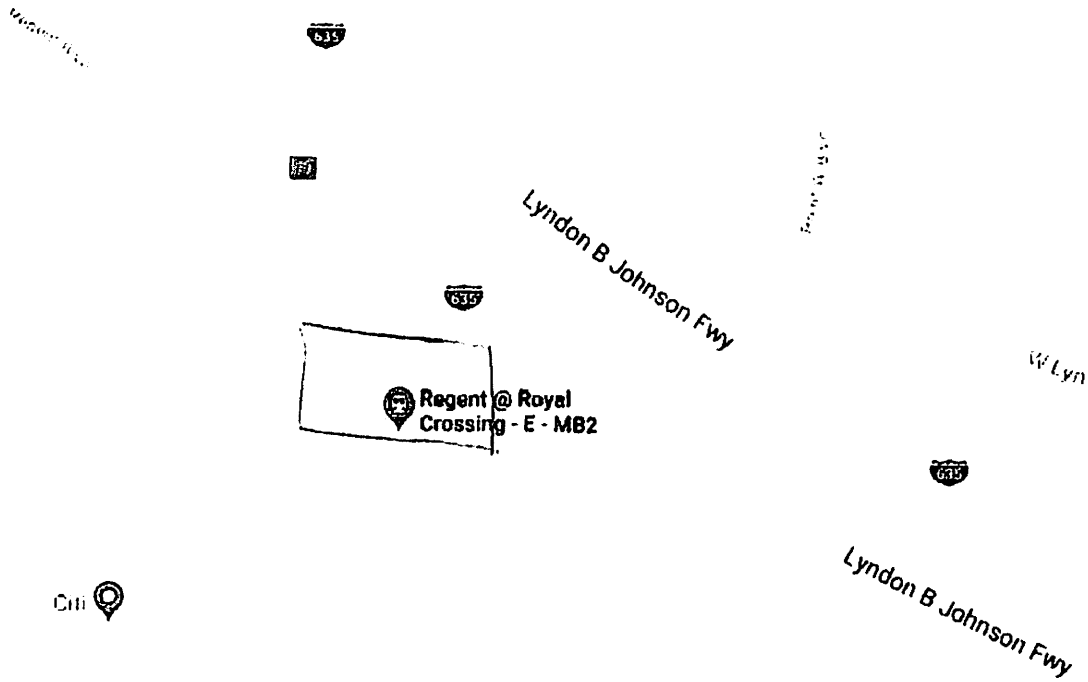


DART Trinity Mills Station

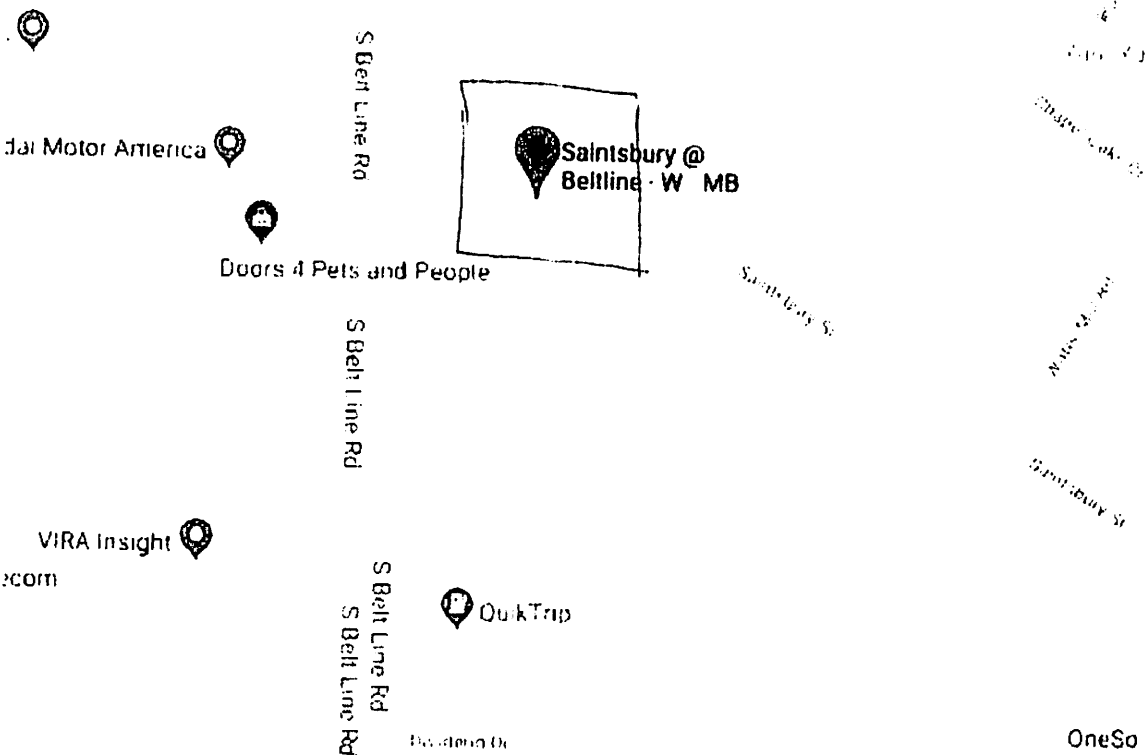




DART Bus Stop Regent @ Royal



DART Bus Stop Saintsbury @ Beltline



ATTACHMENT 2 [Monthly Data Reporting]

CONFIDENTIAL/TRADE SECRET - DO NOT FORWARD OR SHARE

MONTHLY REPORT

Trip Data Decoupled

RIDERS

Passenger ID (Anonymized)	Trip Length (5 mile ranges)	Trip Duration (5 minute ranges)	Trip Cost (Actual)	Trip Subsidy (Actual)
34653	0-5	0-5	\$10.15	\$0.18
347477	15-20	15-20	\$25.35	\$21.36
6680	5-10	5-10	\$11.20	\$7.20
44433	20-25	20-25	\$32.40	\$28.40
			\$78.10	\$55.10

TRIP EXPLANATION

Origin (Census Tract)	Destination (Census Tract)	Trip Time Period (AM Peak/Midday/PM Peak/Late Night)	Day of Travel
032013	031631	AM Peak	Monday
031634	032013	Midday	Tuesday
032013	031633	PM Peak	Thursday
031643	032013	Midday	Sunday

	Weekdays	Saturday	Sunday	Total
Overall Mileage of Service	38	4.1	2.1	44.2
Overall Hours of Service	1.2	1.1	1.1	3.4

GENERAL SERVICES AGREEMENT

This General Services Agreement ("**Agreement**") dated as of July 7, 2017 ("**Effective Date**") by and between Lyft, Inc., a Delaware corporation, located at 185 Berry Street, Suite 5000, San Francisco, CA 94107 ("**Lyft**") and Denton County Transportation Authority, a coordinated county transportation authority, located at 1955 Lakeway Drive, Suite 260 Lewisville, TX 75057 ("**Partner**").

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Background.** Lyft, Inc. ("**Lyft**") operates a ridesharing platform ("**Lyft Platform**") and mobile application (the "**Lyft App**") which allows users the opportunity to request a ride from one location to another (each, a "**Ride**"). The transportation services ("**Driving Services**") are provided by authorized drivers using their own vehicles ("**Drivers**"). Lyft provides enterprise transportation solutions through its Concierge Service, and Lyft Codes programs (collectively, "**Programs**") to help transit agencies administer, track and manage its transportation spend for its authorized users (each, a "**User**"). The undersigned ("**Partner**") desires to participate in the Programs, and Lyft and Partner agree to launch the Programs in accordance with the terms of this General Services Agreement (this "**Agreement**") and as specified in specific Task Orders. .

2. Contract Documents

This Agreement consists of the following items:

- A. This Agreement and Task Orders;
- B. DCTA Solicitation RFP 17-03 "On-Demand Rideshare Services" and all addenda thereto, ("DCTA RFP 17-03"), (attached as Exhibit "A");
- C. Lyft's Response to DCTA RFP 17-03 (attached as Exhibit "B") (The Partner understands and acknowledges that Lyft is an evolving technology platform, and accordingly Lyft's service and product offerings are subject to change on a regular basis.);

3. **Activities.** The parties agree to perform the business activities on an on-call basis as set forth on task orders attached to this Agreement and during the term set forth in such Task Order(s) (the "**Term**"), the first of which shall be "Task Order 1" with subsequent activities attached by sequential task orders. Exhibit C provides a format in which the Task Orders are to be outlined, which contain specific service parameters including but not limited to service areas, service times, and discount / subsidy arrangement. Task Orders may be updated from time to time in a writing signed by Lyft and Partner. Except as expressly agreed to in Section 4 (and in relevant Task Orders) of this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

4. Fees and Payment.

4.1 **Fees.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth on Exhibit A, ("**Fees**"). Fees due are payable in accordance with the payment schedule set forth in Exhibit A.

4.2 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 Contractor may only be reimbursed for the reasonable value of any Services provided prior to the effective date of such cancellation. The cost of cancellation may be paid from any appropriations for such purposes.

5. **Proprietary Rights.**

5.1 License to Use Lyft Marks. Lyft hereby grants to Partner a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Lyft (collectively, "Lyft Marks") during the Term, solely in furtherance of Partner's obligations in this Agreement. Partner's use of any of the Lyft Marks shall be subject to Lyft's prior written approval in each instance. Lyft warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Partner hereby covenants and agrees that the Lyft Marks shall remain the sole and exclusive property of Lyft and that Partner shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Lyft Marks shall inure directly to the benefit of Lyft. Partner's use of Lyft Marks must conform to Lyft's usage guidelines and instructions as Lyft may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Lyft Marks be altered or changed in any way).

5.2 License to Use Partner Marks. Partner hereby grants to Lyft a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Partner (collectively, "Partner Marks") during the Term, solely in furtherance of Lyft's obligations in this Agreement. Lyft's use of any of the Partner Marks shall be subject to Partner's prior written approval in each instance. Partner warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Lyft hereby covenants and agrees that the Partner Marks shall remain the sole and exclusive property of Partner and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Partner Marks shall inure directly to the benefit of Partner. Lyft's use of Partner Marks must conform to Partner's usage guidelines and instructions as Partner may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Partner Marks be altered or changed in any way).

6. **Confidential Information.**

6.1 Either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement (collectively, the "**Confidential Information**"). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party; (d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; or (e) independently developed without use of the other party's Confidential Information.

6.2 **Requirements.** Except as otherwise required by applicable law including the Texas Public Information Act, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of such request prior to disclosure and shall make diligent efforts to limit disclosure pursuant to any available bases under applicable law. If the Receiving Party determines that it must disclose such information, then the Receiving Party will provide Disclosing Party a minimum of ten (10) business days prior to the proposed disclosure, so that the Disclosing Party may assert any defenses to disclosure that may be available. If Receiving Party is required to release Disclosing Party's Confidential Information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law or if returning such copies is not commercially infeasible for Receiving Party. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

7. **No Publicity.** Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information on line (including web sites, social media channels or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

8. **Representations and Warranties; Disclaimer.**

8.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

8.2 EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SPECIFICALLY, LYFT MAKES NO WARRANTIES CONCERNING THE LYFT APP, LYFT PLATFORM, LYFT CREDITS, CODES, OR OTHERWISE ("LYFT MATERIALS"). LYFT PROVIDES THE LYFT MATERIALS "AS IS" AND WITHOUT WARRANTY. LYFT DOES NOT WARRANT THAT THE LYFT MATERIALS WILL MEET

PARTNER'S REQUIREMENTS OR THAT THE OPERATION OF THE LYFT MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT SPECIFICALLY DISCLAIMS ALL WARRANTIES IN RESPECT TO THE LYFT MATERIALS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN THE EVENT THAT A CODE OR LYFT CREDIT IS NONFUNCTIONAL, PARTNER'S SOLE REMEDY, AND LYFT'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CODE OR LYFT CREDIT.

9. **Ownership and Feedback.** Lyft and its affiliates are and shall remain the owners of all right, title and interest in and to the Lyft Materials, including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to Partner or any User in connection with this Agreement. Partner acknowledges and agree that any questions, comments, suggestions, ideas, feedback or other information about the Programs ("Feedback") provided by Partner to Lyft are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Partner or any User

10. **Indemnification.**

10.1 **Indemnification by Lyft.** Lyft agrees to defend, indemnify and hold harmless Partner and its directors, officers, employees, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of (i) Lyft's breach of this Agreement; (ii) Lyft's violation of the representations and warranties in Section 7; (iii) any allegation that Partner's use of Lyft's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; (iv) Lyft's violation of applicable law and (v) willful misconduct by Lyft or its employees or subcontractors in the performance of the services hereunder.

10.2 **Indemnification Procedure.** A party's obligation to indemnify the other under this Section is subject to the indemnified party notifying the indemnifying party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying party reasonable cooperation in the defense and settlement thereof. In each case the indemnifying party will have the exclusive right to defend any such claim, and the indemnifying party may not settle or compromise such claim without the prior written consent of the indemnified party. An indemnified party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

11. **LIMITS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

12. **Insurance.** During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages:

- a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.
- b. Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury and contractual liability coverage with minimum limits of \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate.
- c. Commercial Auto Liability Insurance including a minimum combined single limit of \$1,000,000 each accident and Uninsured/Underinsured motorist coverage with a minimum combined single limit of \$1,000,000.

Lyft will include Partner as an additional insured via blanket endorsement under Lyft's commercial general liability insurance policy. All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Partner may carry and will contain a waiver of subrogation against Partner and its insurance carrier(s) with respect to all obligations assumed by Lyft under this agreement. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Lyft's other obligations or liabilities set forth in this Agreement.

13. **Termination.**

13.1 Termination for Convenience. Partner 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 sixty (60) days of delivery of written notice of termination to Lyft. Lyft may terminate all or part of this Agreement with or without cause, which termination shall be effective upon sixty (60) days of delivery of written notice of termination to Partner. Upon termination under this provision, Lyft shall be entitled to payment in accordance with the terms of this Agreement for Services 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, Lyft shall submit an itemized invoice for all unreimbursed work completed before termination and Agreement close-out costs actually incurred by Lyft. Partner shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Lyft is not entitled to any alleged lost profit on work not performed but which would have been performed had this Agreement not be terminated.

13.2 Termination for Default. If Lyft 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 Agreement including any extension, or fails to complete the work within this time, and such failure remains uncured for thirty (30) after receipt of written notice thereof from Partner, Partner may, by written notice to the Lyft, terminate the right to proceed with the Agreement or the work (or the separable part of the work) that has been delayed or not performed in a good workmanship like manner. This Agreement may be terminated by Lyft, by written notice to Partner, in the event of a material breach by the Partner of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of written notice thereof from Lyft.

13.3 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.

13.4 Survival. Any outstanding payment obligations and Sections 3, 5, 7, 8, 9, 10, 11 (for the period specified), 12.4 and 13 shall survive the expiration or termination of this Agreement.

14. **General.**

14.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, Denton County without regard to its conflict of laws provisions.

14.2 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A. In the event a party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

14.3 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

14.4 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

14.5 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

14.6 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement to (a) an affiliate of such party; or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

14.7 Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

14.8 Entire Agreement; Amendment. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

14.9 Compliance with State & Local Laws: Contractor 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 and local governments.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

EXECUTED this _____ day of _____, 2017.

Denton County Transportation Authority

By: Anna Mosqueda
Anna Mosqueda (Jul 6, 2017)
 Anna Mosqueda, CFO

Approved as to form:

By: Joseph J. Gorfida, Jr.
Joseph J. Gorfida, Jr. (Jul 3, 2017)
 Joe Gorfida, Legal
 (03-22-2017/84716)

EXECUTED this 7th day of July, 2017.

Lyft, Inc.

By: David Baga
David Baga (Jul 7, 2017)
 Name: David Baga
 Title: Chief Business Officer

EXHIBIT “A”

DCTA RFP SOLICITATION 17-03, “ON-DEMAND RIDESHARE SERVICES”

Solicitation 17-03

On-Demand Rideshare Services

Bid Designation: Public



Denton County Transportation Authority

Bid 17-03
On-Demand Rideshare Services

Bid Number 17-03
Bid Title On-Demand Rideshare Services

Bid Start Date Jan 23, 2017 3:07:42 PM CST
Bid End Date Feb 23, 2017 3:00:00 PM CST
Question &
Answer End Feb 3, 2017 5:00:00 PM CST
Date

Bid Contact Jeremy Lewallen
Procurement Coordinator
jlewallen@dcta.net

Description

The Denton County Transportation Authority (DCTA), a county-wide transportation authority and political subdivision of the State of Texas, is soliciting proposals from qualified transportation network companies or a general common carrier company that would use an online platform to connect a group of eligible customers with transportation providers meeting specific criteria for participation. Firms selected by DCTA will be contracted to provide service proposals for efficient and effective non-emergency supplemental transportation services, subsidized in whole or in part through DCTA, to areas where existing fixed route transportation service cannot be supported.

**GENERAL SOLICITATION INFORMATION**

SOLICITATION No./TYPE	17-03 / Request for Proposals		
TITLE	On-Demand Rideshare Services		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	n/a	PRE BID/PROPOSAL MEETING LOCATION	n/a
QUESTIONS DUE	February 3, 2017 @ 5:00 PM	RESPONSES TO QUESTIONS RELEASED	February 8, 2017
DUE DATE/TIME	February 23, 2017 @ 3:00 PM		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Jeremy Lewallen procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all bid/proposal packages shall be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Jeremy Lewallen SOLICITATION #: 17-03 Lewisville, Texas 75057</p> <p>Bid/Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	BIDS/PROPOSALS SHALL REMAIN VALID FOR 60 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	<p>It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net</p>		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal n/a		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	<p>The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). "Construction," for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).</p>		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate n/a		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE			DATE

SCOPE OF WORK, TERMS AND CONDITIONS

1. CONTRACT

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

2. CONTRACT TERM

The initial term of the contract shall be for two (2) years with the option to renew for three (3) additional one (1) year terms. The contract will automatically renew each year unless either party provides a written notice sixty (60) days prior to the renewal date of their intent not to renew.

3. BACKGROUND

The Denton County Transportation Authority (DCTA) is a coordinated county transportation authority created by House Bill 3323, under Chapter 460 of the Texas Transportation Code, approved by the 77th Texas Legislature and signed into law by the Governor in 2001. On November 5, 2002, the voters in Denton County approved the confirmation of DCTA by 73%. DCTA is funded by a one-half of one percent sales tax from the cities of Lewisville, Highland Village and Denton. DCTA is also a recipient of Federal Transit Administration (FTA) grants.

DCTA currently operates transit service throughout its service delivery area. These services include fixed route services in Lewisville and Denton, general public demand response and limited stop community shuttle service in Highland Village, demand response / paratransit service in Lewisville, Denton and Highland Village, and county-wide commuter vanpool service. DCTA also operates A-train, the commuter rail service connecting to the Dallas Area Rapid Transit (DART) light rail system that serves the greater Dallas area. The agency provides the local campus shuttle service for the University of North Texas and regional campus connectors for the North Central Texas College campuses in Corinth and Flower Mound, and jointly operates a commuter bus connecting Denton and downtown Ft. Worth.

DCTA has regular conversations with both the member communities (Highland Village, Denton, and Lewisville) and neighboring non-member communities about service expansion and delivery. Denton County and surrounding community populations are some of the fastest growing counties in North Texas and are an integral part of the Dallas Metroplex's rapid growth. With population growth and development comes an increased need for public transportation. While the essential components of DCTA's services are based on the fixed route bus service and the A-train commuter rail service, it is also part of DCTA's strategic plan and business model to provide a wide range of transportation solutions to the public. While population in DCTA's service area is increasing, the area remains, for the most part, a low-density suburban area with limited needs for traditional transit services. While there are some significant concentrations of low-income transit dependent populations that are currently served adequately by fixed route bus and rail service, many communities and neighborhoods within the area have the use of personal vehicles but would like the option of utilizing nonpersonal public transportation for routine trips, regular commutes, and other purposes.

DCTA has developed additional alternative transportation services over the past several years to meet this demand. The authority began a vanpool program in 2010. In 2015, the DCTA developed a Connect Shuttle service in Highland Village that offers limited-stop service during peak weekday

periods, connecting employment centers, parking facilities and other DCTA services that are the main ridership generators in this affluent suburban member community with low density. Providing mobility services for senior populations is a particular challenge in auto-dependent areas where walking or driving can be a safety hazard to those with limited physical abilities. Member and non-member communities have contracted with DCTA to provide transportation services to this market, primarily through a demand response program where customers request trips in advance and are picked up and dropped in specific locations.

4. PROJECT DESCRIPTION

The Denton County Transportation Authority (DCTA), a county-wide transportation authority and political subdivision of the State of Texas, is soliciting proposals from qualified transportation network companies or a general common carrier company that would use an online platform to connect a group of eligible customers with transportation providers meeting specific criteria for participation. Firms selected by DCTA will be contracted to provide service proposals for efficient and effective non-emergency supplemental transportation services, subsidized in whole or in part through DCTA, to areas where existing fixed route transportation service cannot be supported.

The selection of vendors will be based in accordance with the evaluation criteria set forth in this document and the procurement requirements of state and federal law. DCTA will identify the most qualified firm(s) and endeavor to negotiate fair and reasonable rate(s) for services to be provided.

5. AGENCY OBJECTIVES

- Have access to non-traditional transit products which allow the agency to respond to the demands of various ridership markets
- Provide cost effective transportation services to communities in partnership with DCTA.
- Provide customized transportation solutions to communities without utilizing agency vehicles or deploying traditional transit products.
- Provide a rapid response when service gaps exist.
- Collect ridership data to identify additional expansion of service with partners

6. PROJECT SCOPE

DCTA is seeking contractors to enter into promotional agreements to provide on-demand non-emergency transportation services within member and non-member communities in areas where the agency determines that fixed-route traditional transportation services are unavailable and/or not a viable option. The agency desires to increase the use of non-traditional transit products which allow the agency to respond to the demands of various ridership markets. The requirements of this contract are services that are typically provided by contractors referred to in the mobility industry as Transportation Network Companies (TNCs), or Ridesourcing companies, but respondents to this proposal do not need to be identified as such. Contractors selected through this solicitation process will be qualified to provide customized service proposals to DCTA on an on-call basis.

The following list only represents the minimum requirements. DCTA encourages proposers to recommend additional innovative service features that could meet the agency objectives of this proposal.

6.1 On-Demand Mobile Transportation Technology

- 6.1.1 Transportation service will be facilitated by way of an online platform accessible via a website and mobile devices.

6.1.2 Trips will be scheduled through a mobile application available for free download through major outlets such as Apple store and Google Play

6.1.3 An alternative platform must be available for customers to book trips if they are unable to access mobile devices.

6.2 Customized Service Transportation Offerings

Proposal should address the following areas of potential transportation needs within DCTA's service area:

6.2.1 On-demand ride services to the general public on certain dates and certain times as determined by DCTA for trips originating or terminating at rider-specified locations and originating or terminating within a geofenced zone

6.2.2 On-demand ride services to groups of predetermined eligible customers meeting specific criteria for participation set by DCTA

6.2.3 Linked and group ride trips booked through an online platform to assist with service optimization

6.2.4 On-demand ambulatory paratransit ride services

6.2.5 First and last mile connections

6.2.6 Connections to specific employer or employment clusters

6.2.7 Service to suburban & low-density areas

6.2.8 Connections to transit, include A-train commuter rail stations

6.2.9 Late night services and trips to entertainment destinations and special events

6.3 Fare Payment Structures

Service should allow for the following options:

6.3.1 DCTA-provided subsidy toward the total trip cost for each qualifying one-way trip. Subsidy should be flexible and capable of being adjusted based on changing program and budget needs

6.3.2 Fixed fare for a passenger with the ability for DCTA to subsidize the cost for the remainder of the trip at the regular rates

6.3.3 Deductions of fare from a preloaded passenger account

6.3.4 Fare payment options for unbanked customers

6.3.5 Temporary or promotional fare discounts that passengers can access through the entry of a promotional code

6.4 Policy and Administrative Factors

6.4.1 Ability of Contractor to provide DCTA with ridership reports within an agreed upon time frame

6.4.2 Ability to ensure an adequate supply of drivers at defined geographic areas and times

6.4.3 Ability to coordinate with DCTA Communications and Marketing Team on promoting programs to the general public and designing and producing marketing materials for distribution to potential riders.

- 6.4.4 Availability of additional tracking measures of program success, such as ride information by location, reporting by time period, and trip origin and destination information
- 6.4.5 Ability of contractor to work within current government regulatory framework for transportation services and to adapt service proposals and promotional agreements to different public transportation funding sources

PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted on standard 8-1/2" x 11" paper and should describe the firm, consultant(s), and key staff members who will be directly involved, a list of references, statement of qualifications; and other information relevant to the services offered and expertise provided by the respondent.

The respondent shall submit one (1) signed original and three (3) copies of the proposal in the described proposal format. The proposal shall not exceed 25 double sided pages. The page count shall not include:

- Cover Letter (one page maximum)
- Front and back cover and section dividers (bindings and covers will be at the discretion of the Proposer).
- Company brochure and product info sheets, which shall be part of the Appendix.
- Required certificates and forms

LETTER OF TRANSMITTAL

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

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- A brief statement of your understanding of the services to be performed and a positive commitment to provide services as specified.
- The letter must be signed by a corporate officer or person authorized to bind the proposer to the proposal and cost schedule.
- A statement indicating that the proposal and cost schedule will be valid and binding for sixty (60) days following the proposal due date, and will become part of the contract.

TAB 1: QUALIFICATIONS AND EXPERIENCE

- Briefly introduce firm, providing a summary of the administration, organizations and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names for the core management team which will undertake this engagement.
- Identify the project manager and each individual who will work as part of this engagement. Include any professional designations and affiliations, certifications and licenses, etc. or other information that will illustrate the technical competence of the proposed personnel.
- Describe experience of the firm in the last 36 months in performing services in similar size and scope, highlighting work in the public sector.
- Provide information on the size of the firm's customer base, nationally and regionally, and the number of vehicles utilizing firm's technology.
- Demonstrate the firm's knowledge and understanding of the Service required by DCTA.
- Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project.

TAB 2: PROJECT APPROACH

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

Additionally, this section must be divided into three subsections:

A. Introduction to Firm

- Detail the firm's approach to meeting the scope of services defined herein
- Indicate in a narrative format the firm's understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assignments.
- Provide a summary, including why the firm is pursuing the work and how the firm is qualified to perform the services.

B. Address all elements of Project Scope:

The proposal should specifically the minimum required elements of the Project Scope referenced earlier in this solicitation, which include:

- On-Demand Mobile Transportation Technology
- Customized Service Transportation Offerings
- Fare Payment Structures
- Policy and Administrative Factors

C. Additional Administrative Factor Information

- Support availability (days of week and time)
- Provide a brief description of rates and variances with triggering events or thresholds
- Provide a brief description of how driver supply will be ensured and adjusted based on use at qualifying locations
- Provide a brief description of customer support in the event of an issue with activation of the agency-provided subsidy or other disruption to typical practices
- Provide a brief description and example of an invoice
- Provide an example of a ridership report that the agency can use to measure service success
- Describe process and criteria for hiring drivers to ensure safe service delivery
- Provide any joint marketing and communications guidelines that must be followed
- Financial Statement: Provide evidence of adequate operating costs

TAB 3: REFERENCES

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

TAB 4: PRICING

Section shall include fare estimates and the base on which the firm calculates fares for each product they are offering in this proposal. Additionally, this section should address the cost to DCTA for the firm in the development and implementation of potential service programs. The proposed pricing shall include all costs necessary to fully complete the project.

TAB 5: ATTACHMENTS

Include company brochure, copies of referenced certifications, and any other attachments as part of this submittal.

TAB 6: APPENDIX

The following documents/forms will be completed by the Offeror and must be submitted with the Technical Proposal:

- Attachment A – Business Questionnaire
- Attachment B – Conflict of Interest Questionnaire
- Certificate of Insurability
- Signed Addenda (If applicable)

Each Proposer shall submit a detailed response to the RFP. The response shall include sufficient information to enable the Denton County Transportation Authority to evaluate the capabilities of the Proposer and its approach to providing the specified services. Best Value will be the base for the evaluation. Unnecessarily elaborate or voluminous responses are neither required nor wanted. The 25-page limit and other requirements described shall be enforced. Discussion of the firm's past experience, which is not related to the specified services, should not be included. The response shall specifically address the issues raised, and provide the information requested.

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

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

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

EVALUATION AND SELECTION

1. GENERAL RESPONSIVENESS

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

2. EVALUATION OF PROPOSAL

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

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

SCORING CRITERIA	WEIGHT
Experience and Qualifications: Experience of the firm in the last 36 months in performing services in similar size and scope. Demonstration of the firm's knowledge and understanding of the services required by DCTA. Size of customer base and install base.	30
Schedule: Provide detailed schedule for project development and implementation, and turnaround time for services requested. Proposer will be evaluated on the ability to implement program in an efficient time frame, and to be able to quickly adapt to program needs as they change.	5
Understanding Proposed Work Plan: Address the proposers understanding of the purpose, goals and objectives of this solicitation. Demonstrate a customer interface and experience that will allow an ease of scheduling trips and applying discounts. Demonstrate the facilitation of service by way of an online platform accessible via a website and/or mobile devices. Addresses the availability of drivers at times of high demand of service. Demonstrate an understanding of public transportation and the methods of integration of provided services in a transit agency's organizational and operational structure. Discuss technological testing and quality assurance procedures.	25
Fare Payment Structures: Addresses the proposers understanding of the different modes and methods of payment for customer fares, including agency provided discounts, fixed fares for passengers, and temporary discounts. Demonstrates ability to work with the unbanked. Addresses the interface experience with DCTA staff, including discount set-up, invoicing, and tracking capabilities	15
Policy and Administrative Factors: Addresses the ability of Contractor to provide ridership reports and detailed data. Demonstrate ability to work with customers without smartphones. Understanding of Federal regulations on public transportation funding and the ability to development service proposals that fit within government transportation regulations. Address	15

planned marketing and communications activities included in the partnership (no additional cost). Addresses financial and accounting background to ensure ability to perform tasks for length of contract.

Cost

Addresses estimated costs to customer for transportation services, and agency costs for coordinating with contractor for planning and implementation. Price proposals will include all costs to implement service program, including training.	10
TOTAL	100

3. TECHNICAL EVALUATION

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

4. INTERVIEWS

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

5. BEST AND FINAL OFFER

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

6. CONTRACT AWARD

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

GENERAL TERMS AND CONDITIONS

1. CANCELLATION

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

2. EVALUATION AND AWARD OF CONTRACT

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

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

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

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

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

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

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

3. ADDENDUM

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

4. PROOF OF INSURABILITY

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

5. CONFIDENTIALITY

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

6. TAXES

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

7. INDEMNIFICATION

IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, PROPOSER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, DENTON COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "DCTA"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF DCTA AND PROPOSER, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF DCTA, PROPOSER, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON PROPOSER'S BEHALF, CAUSED BY PROPOSER, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

PROPOSER ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DCTA FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF DCTA TO ANY SUCH SUIT AT ITS COST AND EXPENSE. THE PROPOSER FURTHER ASSUMES THE RISK OF LOSS AND DAMAGE TO MATERIALS, MACHINERY AND EQUIPMENT TO BE INCORPORATED IN THE WORK AT ALL TIMES PRIOR TO DELIVERY TO THE PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF THE PROPOSER.

PROPOSER, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, PROPOSERS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, EXCEPT TO THE EXTENT THAT DCTA IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF PROPOSER'S OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY

EXTENT BY OR FOR PROPOSER UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PROPOSER AND DCTA, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A PROPOSER'S OBLIGATIONS UNDER THIS SECTION O SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROPOSER UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

A PROPOSER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

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

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

8. PAYMENT

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

Proposer's invoices for the services rendered shall be submitted to the following address.

DCTA Accounts Payable
PO Box 96
Lewisville, TX 75067
Or email to accountspayable@dcta.net

9. ASSIGNMENT

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

10. VENUE

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

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

Termination for Default

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

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

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

- (3) The Contractor cures such failures to perform within 10 calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default.

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

Termination of Force Majeure

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

Disputes

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

Notice of Dispute / Negotiated Resolution

In the event that there is any controversy, claim or dispute between DCTA and the contractor arising out of or related to this contract or the breach hereof, that has not been resolved by informal discussions and negotiations, either party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy claim or dispute. During the thirty (30) days following said written notice, the parties shall meet, confer and negotiate in good faith to resolve the dispute. Either party may, during said thirty (30) day period, request the utilization of the services of a professional mediator, and the other party or parties to this dispute shall cooperate with such request and share the reasonable costs of such mediator.

13. PROTEST PROCEDURES

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

14. ADMINISTRATIVE REMEDIES

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

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

15. OPEN RECORDS

All responses submitted to DCTA become the property of DCTA and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of that Act. In no event shall DCTA, or any of its agents,

Representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the RFB.

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

16. CONTRACT

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

17. RELATIONSHIP AND WORK IN GENERAL

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

18. ASSIGNMENT OF PERSONNEL

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

19. EMPLOYMENT OF PERSONNEL

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

20. EMPLOYMENT OF VETERANS

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

21. USE OF SUBCONTRACTORS

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

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

22. DBE SUBCONTRACTS

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

23. INSPECTION OF WORK

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

24. COPYRIGHT

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

25. PROPRIETARY RIGHTS

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

26. OWNERSHIP OF DOCUMENTS

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

27. MAINTENANCE OF RECORDS

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

28. CHANGES BY CONTRACTOR

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

29. WRITTEN ACCEPTANCE BY DCTA

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

30. CHANGE ORDERS / CONTRACT MODIFICATIONS

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

31. WHOLE AGREEMENTS

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

32. PARTIAL INVALIDITY

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

33. TITLES AND HEADINGS FOR CONVENIENCE ONLY

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

34. COMPENSATION

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

35. PROMPT PAYMENT

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

36. RETAINAGE

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

37. MINORITY OWNED FINANCIAL INSTITUTIONS

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

38. NON-DISCRIMINATION

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions
- (3) Liquidated damages; and/or

(4) Disqualifying the contractor from future solicitations as non-responsible

39. GRATUITIES

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

40. FUNDING

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

41. FEDERAL FUNDS

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

42. PROCUREMENT OF RECOVERED MATERIALS

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

43. SILENCE OF SPECIFICATIONS

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

SECTION VI: INSURANCE REQUIREMENTS

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

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

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

Commercial General Liability:

Bodily Injury/Property Damage per occurrence \$1,000,000
General Aggregate \$2,000,000
Products/Completed Aggregate \$2,000,000
Personal Advertising Injury per occurrence \$1,000,000,
Fire Damage \$100,000
Medical Expense \$50,000

Business Auto Liability

Proposers operating as a Transportation Network Company shall comply with all State requirements for Auto Liability Insurance as defined under the Texas Insurance Code Chapter 1954, including but not limited to Sec.1954.052 Insurance Requirements: Between Prearranged Rides and Sec.1954.053 Insurance Requirements: During Prearranged Rides.

Business Auto Liability shall include coverage for:

- a) Owned/Leased vehicles
 - b) Non-owned vehicles
 - c) Hired vehicles
- Combined Single Limit \$1,000,000

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

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

No Commencement without Coverage: The Proposer shall not commence work under this Contract until he/she has obtained all required insurance and until such insurance has been approved by DCTA. Proposer shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by DCTA shall not relieve or decrease the liability of the Proposer hereunder.

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

No Lapse or Cancellation: The Proposer and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Proposer shall notify DCTA immediately and unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

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

Independent Contractor: Proposer recognizes that it is engaged as an independent contractor and acknowledges that DCTA will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Proposer, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of DCTA by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of DCTA, including, but not limited to, workers' compensation insurance benefits.



BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)

2. Doing Business As (other business name if applicable)

3. Federal Tax ID Number

4. Business Mailing Address (include City/State/Zip Code)

5. Business Email Address

6. Business Telephone _____ Business Fax Number _____

7. Business Type
☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

8. Number of Years in Business

9. Annual Gross Revenue for the past three years (M = Millions)
☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☐ \$16M+

10. Number of Employees
☐ 100 or Less ☐ 101-500 ☐ 501-750 ☐ 751-1,000 ☐ 1,001+

11. Is Business a DBE Firm?
☐ Yes ☐ No

12. Is Business Owned by Minority Ethnicity?
☐ Yes ☐ No

13. Ethnic Group
☐ Black American ☐ Asian Pacific American ☐ Other
☐ Hispanic American ☐ Subcontinent Asian American
☐ Native American ☐ White/Caucasian

14. Woman Owned?
☐ Yes ☐ No

15. Veteran Owned
☐ Yes ☐ No

16. Type of Work Performed
☐ Construction ☐ Wholesale/Distributor
☐ Manufacturing ☐ Professional Service
☐ Retail ☐ General/Technical Service

17. Has the Business, or any officer or partner thereof, failed to complete a contract?
☐ Yes ☐ No

18. Is any litigation pending against the Business?
☐ Yes ☐ No

19. Has the Business ever been declared "Not Responsible"
☐ Yes ☐ No

20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?
☐ Yes ☐ No

21. Has the Business ever been a defaulter, as principal, surety or otherwise?
☐ Yes ☐ No

22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?
☐ Yes ☐ No

23. Is the Business in arrears upon a contract or debt?
☐ Yes ☐ No

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?
☐ Yes ☐ No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?
☐ Yes ☐ No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

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

Printed Name _____

Title _____

Signature of Owner _____

Date _____

Email Address _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Question and Answers for Bid #17-03 - On-Demand Rideshare Services

Overall Bid Questions

Question 1

Is this RFP for pre-scheduled TNC's or for on-demand TNC's? (Submitted: Jan 27, 2017 2:49:58 PM CST)

Answer

- DCTA is seeking innovative proposals for on-demand rideshare from any types of TNCs that meet the requirements of the RFP. Qualified companies will be awarded contracts for future specific customized transportation proposals that can include advanced scheduled rides as they are appropriate to the service needs of our clients. (Answered: Jan 27, 2017 2:50:08 PM CST)

Question 2

What is the volume of rides that would be produced from this award? (Submitted: Jan 27, 2017 2:50:24 PM CST)

Answer

- Volume of rides will be determined based on the specific transportation services identified in a specific community on as-needed basis. A primary focus of our needs are providing services under limited geographic areas and service times for transportation within suburban communities that range in population of 10,000 to 200,000. Services are meant to be a cost-effective supplement to our existing fixed-route and on-demand transportation products. (Answered: Jan 27, 2017 2:50:37 PM CST)



Your Future Is Riding On Us.

February 7, 2017

ADDENDUM NO. 1

RFP 17-03 On-Demand Rideshare Services

Addendum must be acknowledged below and returned with the bid submittal.

The procurement schedule is updated:

Responses to questions will be released on Friday, February 10, 2017 via bidsync.

Jeremy Lewallen
Procurement Coordinator

Acknowledged by: _____ Date: _____
Firm/Representative



Your Future Is Riding On Us.

Denton County Transportation Authority

February 10, 2017

ADDENDUM NO. 2

RFP 17-03 On-Demand Rideshare Services

Addendum must be acknowledged below and returned with the bid submittal.

Answers and clarifications to questions are found in the attached spreadsheet.

Please note the following changes to the RFP

Change 1:

Reference Section "Proposal Submittal Information"

Tab 1: Qualifications and Experience

Delete Line "Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project."

Change 2:

Reference Section "Evaluation Criteria"

SCORING CRITERIA

Understanding Proposed Work Plan:

Add the following "Discuss policies and procedures reflecting ability to ensure safe and secure service delivery through driver and vehicle screening."

Change 3:

Reference Section "Scope of Work, Terms and Conditions"

Delete Line "6.2.4 On-demand ambulatory paratransit ride services"

And Replace with "6.2.4 On-demand ambulatory ride services utilizing wheelchair equipped vehicles depending on customer mobility needs"

Attachments: List of questions and answers

Jeremy Lewallen
Procurement Coordinator

Acknowledged by: _____ Date: _____

Firm/Representative

No.	Question	DCTA Response
1	It appears that this is directly tailored to fit UBER and extend the UBER contract that you already have in place with UBER. Is that correct?	This RFP is seeking new innovative service options that will serve serve a larger market of passengers, and is open to all companies with the abilities to meet the scope of work. Vendors are being asked to provide On Demand Rideshare transportation services that DCTA has identified as a need in our potential markets.
2	Section 6.2.1, could "certain dates" be defined as to exactly what dates the service days cover?	There are no specific service days at this time. Companies selected for contracts under this RFP will be provided with specifics on dates and times of transportation services required as DCTA identifies a specific transportation service program for our clients. Respondents to this RFP should demonstrate their ability to respond to customized service partnership requests as they arise, including the ability to provide subsidies, discounts, or service at specific ranges of time each day.
3	Section 6.2.1, could "certain times" be defined as to exactly what times the service hours cover?	There are no specific service times identified in this scope of work. Companies selected for contracts under this RFP will be provided with specifics on dates and times of transportation services required as DCTA identifies a specific transportation service program for our clients. Respondents to this RFP should demonstrate their ability to respond to customized service partnership requests as they arise, including the ability to provide subsidies, discounts, or service at specific ranges of time each day.
4	Section 6.2.1 could "rider-specified location" be defined to what locations these cover?	This RFP is for On Demand rideshare services, which will allow transportation consumers to determine the locations where they will be picked up and/or dropped off. DCTA anticipates the majority of rider-specified locations will be for trips that begin and/or end in communities in Denton and Collin counties.
5	Section 6.2.1 could the "geofenced zone" be defined, what cities and/or areas that this RFP covers?	A geofenced zone is a specific geographic boundary where a rider under this RFP will receive a subsidy or discount for their transportation under an agreement with DCTA and its clients requesting an On-Demand Rideshare program. Some On-Demand Rideshare companies have the technological capability of defining a geofence zone that will automatically determine if a trip's location qualifies it for the specific partnership program. The zone will be determined by DCTA in coordination with the companies under contract under this RFP and the specific client's needs. There are no specific "geofenced" zones yet determined, but companies selected for contracts under this RFP will be provided specifics as DCTA identifies a specific transportation program for our clients.
6	Section 6.2.2 – so are the predetermined customers meeting specific criteria for participation provided to the contractor for verification?	This RFP allows for an opportunity for potential contractors to propose methods to allow customers meeting predetermined specific criteria determined by DCTA and its clients to participate in a subsidized On Demand Rideshare program. The agency or its clients could provide a contractor with a predetermined list of customers that have qualified for an On Demand Rideshare program, and the respondent should propose methods to account for that client list in the processing of subsidies or discounts.
7	Section 6.2.6, where are the "specific employer or employment clusters" located?	DCTA anticipates the majority of services to employer or employment clusters to be in Denton and Collin counties.
8	Section 6.2.7, please define the areas that are considered "suburban"	DCTA services a primarily suburban community within Denton and Collin counties. These are cities that are not core communities of the Dallas-Ft. Worth Metropolitan Statistical Area and have population in ranges between 20,000 to 150,000.
9	Section 6.2.7, please define the areas that are considered "low-density areas"	Low density areas primarily consist of single-family homes; low numbers of multifamily housing developments, and very few major employment centers. Areas with two to four homes per acre are generally considered low density. Most communities within DCTA's service area have a population density of up to 2,500 people per square mile.

No. Question	DCTA Response
<p>10 Section 6.2.8, please list which transit stations are needed for connections</p>	<p>If a specific service contract is needed to provide connection to transit stations, it will be primarily to provide connections to DCTA's five A-train stations. DCTA is also interested in proposals that will allow for the connection of riders outside the current service areas of the three major Metroplex transit authorities (DCTA, FTWA, and DART) to transit stations within those areas.</p> <p>DCTA's five A-train stations are located at the below addresses.</p> <p>Eulene Brock Downtown Denton Transit Center (DDTC) 604 E. Hickory Street, Denton, Texas 76205 MedPark Station 3220 MedPark Drive, Denton, Texas 76208 Highland Village / Lewisville Lake Station 2998 N. Stemmons Freeway, Lewisville, Texas 75077 Old Town Station 617 E. Main Street, Lewisville, Texas 75057 Hebron Station 952 Lakeside Circle, Lewisville, Texas 75057 DART Trinity Mills Station (Green Line Connection) 2525 Blanton Drive, Carrollton, Texas 75006</p>
<p>11 Section 6.2.9, please define what hours are "late-night services"</p>	<p>Late-night services would be generally considered to be from 8:00 PM to 5:00 AM. DCTA is particularly interested in service proposals that address transportation needs during times when fixed route transit service is not available for customers.</p>
<p>12 Section 6.2.9., please define and indicate what are "entertainment destinations".</p>	<p>Entertainment destinations will be determined specifically by DCTA and its clients. Entertainment destinations will primarily be located in Denton and Collin counties, and can include event venues and retail districts.</p>
<p>13 Section 6.2.9, please define and indicate what are "special events".</p>	<p>Special events are typically festivals, conferences, concerts, performances, or sporting events and will be primarily located in Denton and Collin Counties.</p>
<p>14 Section 6.3.1, what is the subsidy amount?</p>	<p>There are no defined subsidy amounts in this RFP. Respondents should be able to demonstrate how a subsidy can be applied when a customer participates in a On Demand Rideshare program. DCTA will determine the subsidy for each specific transportation program.</p>
<p>15 Section 6.3.1 please define "subsidy should be flexible"</p>	<p>Respondents should demonstrate the ability to change the DCTA-provided subsidy to participants in an On-Demand Rideshare program based on agency request. Changes to the budget of different subsidy programs might be needed based on increased or decreased customer interest and ridership, for example. Changes to the amount of subsidy processed would need to be done with a quick turnaround time in many cases, and respondents need to address how a subsidy amount paid for by DCTA will be processed and how quickly technical changes can be made to the program if the subsidy amount needs to be altered.</p>
<p>16 Section 6.3.1, does DCTA expect that the subsidy amount will be changing during this contract period?</p>	<p>It is possible that the subsidy amount will change based on increased consumer interest in a specific program, budget limitations, or other factors. The ability to change this subsidy and the timeframe in which to make sure the changes to the subsidy amount are made would be outlined in the specific contract proposal. Respondents shall state any limitations that could affect DCTA's ability to change the subsidy amount.</p>
<p>17 Section 6.3.1 does DCTA expect that the budget needs will be changing during this contract period?</p>	<p>Companies selected under this contract will be available to develop On Demand Rideshare programs based on DCTA client needs. DCTA and its clients will develop service proposals with specific budgets that contractors will have to work within. Budgets and specific scopes can be calculated by the estimated rates and fares that contractors will provide to DCTA.</p>
<p>18 Section 6.3.2 When is a fixed fare rate passenger in effect compared to the subsidy program?</p>	<p>Fixed fare and subsidized rides are generally interchangeable terms within this RFP. There are examples of On Demand Rideshare programs authorized by cities and transit agencies that provide service within a certain geographic area for a fixed rate with customers paying for additional costs beyond that fixed rate. On the other hand, there are On Demand Rideshare programs that apply a subsidized discount when a trip is completed. DCTA would like to have a contractor be able to address their ability to program both of those fare structures with their company's technologies.</p>

No.	Question	DCTA Response
19	Section 6.3.2, please provide the fixed fare routes	There are no fixed fare routes determined at this time. Section 6.3.2 refers to the ability of the contractor to process a fixed fare for a passenger with DCTA subsidizing the rest of the cost of the trip. DCTA requests contractors to demonstrate the ability for customers to utilize their services to request trips within a certain geographic area for a fixed rate.
20	Section 6.3.3, where does the passengers get the "preloaded passenger account?"	Contractors are encouraged to provide ways and methods their customers can pay for subsidized transportation services with preloaded accounts. DCTA has not yet developed a method to preload a passenger accounts for On Demand Rideshare services using their existing passenger fare platforms, but there is the potential of the need for a future contractor to be able to interface with existing DCTA passenger fare platforms in the future.
21	Section 6.3.4, please define what is a "unbanked customer".	An unbanked customer is a potential customer that does not have a traditional bank account or credit card that is the primary method of fare payment for the On Demand Rideshare services requested in this RFP. Contractors should address the ability to handle the needs of unbanked customers through alternative payment methods.
22	Section 6.3.5, when would a customer have a promotional fare discount?	Promotional fare discounts will be utilized depending on the specific needs of the particular On Demand Rideshare program. The use of a promotional fare discount code may or may not be the most appropriate method for DCTA to subsidize a ride based on program scope and customer experience.
23	Section 6.3.5, what is the format (alpha numeric, all numeric, how many digits) of the Promotional code.	There are no limits to the format of the promotional code, but there should be a sensitivity to make the customer experience in entering a promotional code as convenient as possible.
24	Section 6.3.5, how does the contractor know when a promotional code is valid?	The contractor should demonstrate the ability to program their rideshare technologies to be able to validate a promotional code. DCTA is not responsible for validating a promotional code under this RFP. The agency will develop a promotional code and outline its limitations and restrictions and a contractor will incorporate those limitations and restrictions into their specific On Demand Rideshare program.
25	Section 6.4.2, what is the number of riders currently	Section 6.4.2. of the RFP allows a contractor to address their ability to provide an adequate supply of drivers for future customized service proposals. Currently DCTA is only operating a small On Demand Rideshare pilot program within a 6 mile by 2 mile designated area for Highland Village. Ridership within this limited program as averaged 5 passengers per week. It is DCTA's goal to deploy similar services within other areas with customized programming options to fit the unique needs of the respective communities our agency serves. It is likely ridership in future programs will exceed ridership in our current program.
26	Section 6.4.2, what is the average length of a trip?	Service will be for trips primarily within Denton and Collin counties and could average between 1 and 20 miles but could include trips shorter and longer than that amount depending on the scope and budget of the specific transportation service proposal.
27	Section 6.4.2, what is the number of riders based on time currently?	This is addressed in the answers to the two previous questions.
28	Section 6.4.3, who is paying for the marketing materials?	The DCTA Marketing & Communications team will fund DCTA-directed initiatives, and will work with any contractor for final approval of assets if required. A contractor selected for this RFP may promote the use of their technology for use in the particular On-Demand Rideshare program at their own expense, with creative approval from a DCTA marketing and communications representative.
29	Section 6.4.3, who is paying for the distribution to potential riders?	The DCTA Marketing & Communications team will fund DCTA-directed initiatives, and will work with any contractor for final approval of assets if required. Contractors, in coordination with DCTA, can also promote any DCTA supported On-Demand Rideshare program through their existing communication channels.
30	Are you ignoring the ADA clientele?	DCTA will continue to prioritize the use of its own fleet for serving ADA clientele through the agency's Access paratransit service.
31	Are there no requirements for drivers to be background tested? So anyone driving this program and be a mass murderer or rapist, a pedophile, or charged with family violence etc?	Tab 2, Subsection C, of the of the RFP provides respondents the opportunity to "describe the process and criteria for hiring drivers to ensure safe service delivery". Respondents to the RFP are able to identify their own company requirements for driver standards as a reflection of their commitment to ensure customer safety. This will be evaluated in the "Understanding Proposed Work Plan" section of the proposal Scoring Criteria. The extent to which a vendor's own driver requirements allow transportation proposals to meet statutory requirements for potential program funding sources (state, Federal, and others) which be a positive factor in the evaluation of a proposal. This will be evaluated under the "Policy and Administrative Factors" section of the proposal Scoring Criteria.
32	Are there no requirements for drivers to have MVR's. So anyone can driving this program can have DWI's, DUI's, etc?	Those requirements and their driver screening policies will be a factor in DCTA's evaluation of the quality of respondent's proposals. Please review answer to previous question for clarification on how these factors will be evaluated.

No.	Question	DCTA Response
33	Is there no vetting of the drivers?	The policies of a transportation service company on the vetting of the drivers and the extent of that vetting can be addressed in the proposal response. Please review answer to question [] for clarification on how these factors will be evaluated
34	There is nothing about the vehicles that are required except that they are ambulatory? The vehicles can be any make, model, falling apart, sports cars that only seat two persons?	Specific vehicle requirements will be determined by the needs of the specific program proposal that vendors submit after they are under contract. Ability of a vendor to provide a variety of customized vehicle types is a factor in evaluating the quality of the proposal under the "Understanding Proposed Work Plan" scoring criteria section.
35	Is there no vetting of the vehicles utilized?	Respondents are encourage to outline their own policies for vetting vehicles used for the potential range of services required. That information will be providing to the On Demand Rideshare customer in order for them to make an informed consumer choice about utilizing a vendor's transportation product. This request will be removed. See Addendum 2.
36	Proposal Submittal – the DBE requirements on page 3 state there is no DBE goal, yet on page 8, there is a request to identify small, minority-owned, DBE and woman owned business to be utilized, if there is no DBE requirement why would there be a need to identify any?	
37	Will DCTA accept the statutory requirements on insurance for the bidder?	Please refer to "Section VI: Insurance Requirements" for the acceptable insurance coverages.
38	Who is paying the subsidy fares? Is DCTA or the customer?	The primary arrangement for subsidy envisioned by this proposal is that customer pays for the trip and receives a level of discount or subsidy from the service provider based on the specific program's terms and scope. The cost of that subsidy is paid for by DCTA after a vendor provides an invoice for the subsidy amount claimed. DCTA is open to other types of arrangements for subsidized trips as long as the On Demand Rideshare customer makes their arrangements directly with transportation vendor or one its intermediaries.
39	Line 6.2.3 which I believe is the line referring to fare options for the unbanked. We generally don't have an option here, where cash may apply, so I'm a little concerned with that particular line.	6.2.3 asks respondents to address the ability to provide "linked and group ride trips booked through an online platform to assist with service optimization" so there is nothing in that section about unbanked customers. An unbanked customer is a potential customer that does not have a traditional bank account or credit card that is the primary method of fare payment for the On Demand Rideshare services requested in this RFP. Contractors should address the ability to handle the needs of unbanked customers through alternative payment methods. There is no definite expectation of a number of vehicles to launch under this program. This RFP is to allow for On Demand Rideshare providers to provide their solutions and technologies to meet a market demand for their services identified by DCTA and communities in its service region. This is a solicitation for a proposal for partnerships to meet the identified market demand in our service area for a consumer-driven personal transportation option. On Demand Rideshare programs would allow the customer to choose a personal transportation service provider and personal boarding and alighting location.
40	How many vehicles does DCTA expect to launch the On-Demand Rideshare Services?	
41	What is the number of expected rides a month would you anticipate in the next month.	The number of expected rides will be determined under specific transportation service proposals organizing by DCTA and its client communities. This RFP is issued to qualify On Demand Rideshare providers to be able to submit those specific proposals on an on call basis for the course of the contract term.
42	What is the timeline for implementation? When does the project want to go live?	Vendors will be selected through evaluation and interviews through the beginning March of 2017, with a planned contract award by the DCTA board in mid-March. Notice to Proceed will be issued late March to early April. Transportation programs will be developed by DCTA, vendors, and client communities after this time, with the earliest anticipated date for a program to go live being late spring of 2017.

No. Question	DCTA Response
<p>43 In the project scope, could we place get more clarification on the expectations around 6.2.3 and 6.2.4., 6.3.3, 6.3.4?</p>	<p>6.2.3 – Linked and group ride trips booked through an online platform to assist with service optimization. This area of service would be for trips that provide on demand rideshare service to multiple customers along the same route.</p> <p>6.2.4 – On-demand ambulatory paratransit ride services DCTA is seeking information from vendors on how to provide on-demand trips to customers with a range of mobility needs. These services would include provide both wheelchair and non-wheelchair equipped vehicles to accommodate a variety of customer mobility levels. This service need is clarified in an addendum to the original RFP document.</p> <p>6.3.3 – Deductions of fares from a preloaded passenger account Contractors are encouraged to provide innovative ways and methods their customers can pay for subsidized transportation services with preloaded accounts. DCTA has not yet developed a method to preload a passenger accounts for On Demand Rideshare services using their existing passenger fare platforms, but there is the potential of the need for a future contractor to be able to interface with existing DCTA passenger fare platforms in the future.</p> <p>6.3.4 An unbanked customer is a potential customer that does not have a traditional bank account or credit card that is the primary method of fare payment for the On Demand Rideshare services requested in this RFP. Contractors should address the ability to handle the needs of unbanked customers through alternative payment methods.</p>



Your Future Is Riding On Us.

February 17, 2017

ADDENDUM NO. 3

RFP 17-03 On-Demand Rideshare Services

Addendum must be acknowledged below and returned with the bid submittal.

Please note the due date and time for proposals has changed.

The new due date is Monday, February 27th, 2017 at 3:00 P.M.

Jeremy Lewallen
Procurement Coordinator

Acknowledged by: _____ Date: _____
Firm/Representative

EXHIBIT “B”

**CONTRATOR’S RESPONSE TO DCTA RFP SOLICITATION 17-03, “ON-DEMAND RIDESHARE
SERVICES”**



February 25, 2017
Jeremy Lewallen
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75057

RE: SOLICITATION #:17-03

Dear Mr. Jeremy Lewallen,

The Lyft team is appreciative of the opportunity to submit our application to Denton County Transportation Authority (DCTA) as it considers implementing innovative new mobility programs using ridesharing services.

We are excited about the prospect of working with DCTA to develop on-demand transportation services within member and non-member communities, where DCTA has determined that fixed route traditional transportation services are not viable. Lyft will work collaboratively with DCTA to quickly spin-up and roll-out new programs to meet the transportation demands of its member communities. The Lyft team dedicated to this program has experience in working with transit agencies across the US in building new rideshare programs to fulfill diverse service needs from first-last mile commuter services to paratransit services.

Over the last couple years, Lyft has worked hand in hand with transit agency, elder care and medical provider partners to develop custom programs aimed at meeting the on-demand transit needs of their constituencies.

Over this time our team has developed new technologies such as our Concierge call center tool to assist passengers without smartphones, and enabled the usage of prepaid debit cards to serve unbanked populations.

At Lyft we are committed to our public agency partners' goals. We believe that public transit is the foundation of urban mobility, and that our role is to help fill the gaps and improve the efficiency of certain transportation trips. Lyft understands that it takes a collaborative partnership to develop successful community rideshare programs that meet our transit partners' needs and objectives. We will work closely with DCTA to develop a detailed launch plan for the program and work through any operational hurdles that may arise.

To help DCTA provide innovative rideshare services to the general public within the agency's budget constraints, Lyft will work with the DCTA to create program structures that limit agency exposure while maximizing the benefit to the riding public. Once selected, Lyft would work with the DCTA to develop a local marketing campaign, including local awareness and education events, out-of-home advertising, as well as digital and press outreach. We will routinely promote your programs across the Denton County area to achieve the agency's program objectives. With respect to pricing, Lyft's current pricing for its services is fully transparent and is

always available to our agency partners and community riders on our cities page:

<https://www.lyft.com/cities/dallas-fort-worth-tx>

Through this program, Lyft will provide DCTA with detailed reports on program utilization to fulfill its reporting and service evaluation needs. Lyft will share data to help meet National Transit Database reporting requirements as well as origin and destination data at a level of granularity that helps inform future planning efforts without revealing passenger's personally identifiable information or individual travel behavior.

We believe ridesharing plays an important role in helping increase mobility and reduce the prevalence of single-occupant vehicle trips in the communities we serve and look forward to partnering on advancing your regional mobility goals. Please feel free to reach out to me if you have any questions, and thank you again for this opportunity.

Respectfully submitted,


Gyre Renwick
Gyre Renwick (Feb 25, 2017)

Gyre Renwick, Head of Government, Healthcare and Education Partnerships
185 Berry Street, Suite 5000
San Francisco, CA 94107
415-890-3429
grenwick@lyft.com



Request for Proposal for On-Demand Rideshare Services

Prepared for Denton County Transportation Authority • February 25, 2017

In this proposal:

TAB 1: QUALIFICATIONS AND EXPERIENCE

TAB 2: PROJECT APPROACH

TAB 3: REFERENCES

TAB 4: PRICING

TAB 5: ATTACHMENTS

TAB 6: APPENDIX

TAB 1: QUALIFICATIONS AND EXPERIENCE

1A. Introduce the Firm

Briefly introduce firm, providing a summary of the administration, organizations and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names for the core management team which will undertake this engagement.

Lyft Background

Lyft introduced on-demand ridesharing in 2012 – a friendly, safe, and affordable transportation option that fills empty seats in passenger vehicles already on the road by matching drivers and riders via a smartphone application.

Since its launch in 2012, Lyft has been operating for nearly five years as of the date of this application. Lyft has grown to a staff of over 1,400 professionals, including national and local Customer Experience and Trust teams, Operations team, Marketing team, Brand team, Communications team, and Transit Partnerships and Policy teams.

Lyft operates in over 300 cities around the US, and has offices in over 20 locations including the greater Dallas Fort Worth region. Our Dallas-Fort Worth office is led by General Manager Aaron Fox and has a staff of 12 Operations, Community Outreach and Marketing specialist.

Our Values

Lyft is committed to the following mission and values, which set us apart as a ridesharing company in how we approach partnering with government agencies and the communities they serve:

Reduced Car Ownership. Lyft was founded with the guiding mission and vision of reducing car ownership and single occupancy vehicle trips. That vision led to our 2014 launch of Lyft Line, which enables multiple parties traveling separately to be matched with a common driver to maximize route and fuel efficiency, as well as reduce the cost and increase the appeal of ridesharing.

Collaboration. Lyft is committed to collaborating with transit agencies in the communities where we operate to make transportation systems better for the communities we serve. We believe that public transit is the foundation of urban mobility, and that our role is to help fill the gaps and improve the efficiency of certain transportation trips. This mission led us to launch our [Friends with Transit](#) initiative back in November 2014, and is the mindset fueling positive first-last mile, paratransit and on-demand suburban solution partnerships with public agencies from Los Angeles to Boston.

Equality and Diversity. Lyft promotes equality and diversity in the workplace and among our driver community as well, with more than 50% of our drivers being racial minorities and 30% being female. In general, Lyft works to create an environment that caters to all backgrounds and genders. We believe that diverse perspectives are critical in shaping the direction, mission, vision, and values of our company to continue supporting our

diverse community of drivers and passengers.

1B. Introduce Management Team

Identify the project manager and each individual who will work as part of this engagement. Include any professional designations and affiliations, certifications and licenses, etc. or other information that will illustrate the technical competence of the proposed personnel.

AARON FOX

General Manager, Dallas Fort-Worth - Local Project Manager

Aaron is responsible for the growth and development of the DFW region, including driver onboarding and passenger acquisition, local operations, service quality, and market strategy. He joined Lyft after several years at Dell, where he held roles across customer service, operations and merchandising. Prior to Dell, Aaron was a consultant at Bain and Company, a management consulting firm. Aaron received his Mechanical Engineering degree from the University of Texas at Austin and his MBA from Goizueta (Emory) Business School.

PAUL DAVIS

Transit Partnerships Manager - National Project Manager/Program Advisor

Paul leads the development, implementation and performance tracking of Lyft's transit partnership programs across the US. Paul has been a key player in the implementation of programs similar to the On-Demand service proposed by Denton County - including Livermore Amador Valley's On-Demand Service and San Clemente's Suburban Rideshare pilot. Paul has over 15 years of experience in urban sustainability. Paul began his career as a Transit Planner for the San Diego Association of Governments where he co-led service design of Job-Access Reverse Commute routes, development of the region's first car-sharing program and spearheaded quarterly reviews of regional transit performance. More recently, he worked for the Natural Resources Defense Council's Urban Solutions team. Paul holds a dual Masters in Business Administration and Environmental Science from the University of Michigan.

MELISSA MARTIN

Transit Partnership Account Manager and Client Services

Melissa is a member of Lyft's Transit Partnerships team and handles the day to day management of Lyft's transit partnership programs. Melissa **started with Lyft over three years ago** providing Customer Support to quickly resolve user-related issues, and worked alongside cross-functional teams to advance Lyft's technology platform. Melissa currently serves as Lead Account Manager for Public Partnerships on Lyft's Client Services team helping create and implement transit programs, assist with development of communication plans, provide technical support, and handle data reporting needs. Melissa received her Bachelor of Science degree in Public Health from Santa Clara University.

WILL LINDOW

Marketing Lead, Dallas Fort-Worth

Will leads passenger acquisition/retention, brand growth and marketing strategy across the DFW region. He joined Lyft after several years in the nonprofit space, where he held

roles across marketing, operations, partnerships, business development and web development. Prior to that, Will worked in the Dallas advertising agency world and started his own music production studio, scoring films and commercials and producing records. Will received his Advertising and Business degree from the University of Texas at Austin.

MIKE KILPATRICK

Operations Manager, Dallas Fort-Worth

Mike leads all driver acquisition, engagement, and other programs focused on supply and driver satisfaction. Keeping the marketplace in balance while providing low ETAs to passengers and a great ride experience is his top priority. Mike joined Lyft after 6+ years working in IT equipment distribution, asset recovery, service and repair, and supply chain management.

1C. Similar Services and Experience

Describe experience of the firm in the last 36 months in performing services in similar size and scope, highlighting work in the public sector.

Over the last two years, Lyft has built a number of partnerships with US transit agencies and elder care organizations to enhance community mobility and improve access to regional public transportation networks. Below is a brief overview of a number of Lyft's existing public sector partnerships, including links to relevant articles and program pages celebrating how these partnerships are positively impacting people's lives through improved mobility:

San Clemente Suburban Flex Services

In the suburban environment of San Clemente, CA, the Orange County Transportation Authority had found it difficult to provide cost-effective transit service using traditional forty-foot buses. With service costs per passenger exploding, the agency decided to cut two bus lines that provided connection and coverage services to the City of San Clemente. To help maintain regional connectivity, the City of San Clemente partnered with Lyft to provide on-demand flex service to local residents trying to move around town and access regional transit without a car. Through a partnership with Lyft, San Clemente has been able to maintain transportation coverage and improve wait times in the face of rising costs and shrinking budgets. Read more about this partnership on Lyft's Blog:

<https://blog.lyft.com/posts/reimagining-public-transit-in-san-clemente>

Massachusetts Bay Transportation Authority On-Demand Paratransit Program

Lyft has partnered with the Massachusetts Bay Transportation Authority (MBTA) to provide the convenience of ridesharing services to regional paratransit users. Through partnering with Lyft, Boston has increased the convenience of its paratransit services while also reducing its cost per trip. Participating paratransit users can now book rides in real time using Lyft. Explore more about this partnership on Lyft's blog:

<https://blog.lyft.com/posts/2016/9/15/the-ride>

Livermore Amador Valley Transit Authority Suburban Flex Services

Lyft is partnering with Livermore Amador Valley Transit Authority (LAVTA) to offer an alternative to traditional Flex Route systems in the suburban community of Dublin, CA. The agency's GODUBLIN program takes an innovative approach to solving this problem by engaging Lyft as it's On-Demand community rideshare provider. Lyft's collaboration with the city aims to reduce single occupancy vehicle travel and combat parking congestion at BART rail stations. Explore more via LAVTA's rideshare program website: <http://www.wheelsbus.com/godublin/>

1D. Firm Size

Provide information on the size of the firm's customer base, nationally and regionally, and the number of vehicles utilizing firm's technology.

Lyft now matches approximately 17M rides per month for over 5M passengers across 300+ cities in the US. Our company has received over \$2 billion in financing through several rounds of investment at the time of this application. In October of 2015, Lyft reached an annualized gross revenue run rate of \$1 billion.

1E. Firm's Knowledge

Demonstrate the firm's knowledge and understanding of the Service required by DCTA.

Lyft is excited about the opportunity to work with DCTA to develop on-demand transportation services within member and non-member communities, where the agency has determined that fixed route traditional transportation services are not viable. Lyft will work collaboratively with DCTA to quickly spin-up and roll-out new programs to meet the transportation demands of its member communities. The Lyft team dedicated to this program is experienced in quickly building new on-demand programs that fulfill diverse service needs from first-last mile commuter services to responsible late-night event travel.

Over the last couple years, Lyft has worked hand in hand with transit agency, elder care and medical provider partners to develop custom programs aimed at meeting the on-demand transit needs of their constituencies.

Over this time our team has developed new technologies such as our Concierge call center tool to assist passengers without smartphones, and enabled the usage of prepaid debit cards to serve unbanked populations.

We are committed to our partners' program success. Lyft understands that it takes a collaborative partnership to develop successful community rideshare programs that meet our transit partners' needs and objectives. We will work closely with DCTA to develop a detailed launch plan for the program and work through any operational hurdles that may arise. Lyft's Transit Partnerships team has been fully involved in the entire process from designing, implementing, and monitoring program performance for our partnership programs.

TAB 2: PROJECT APPROACH

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

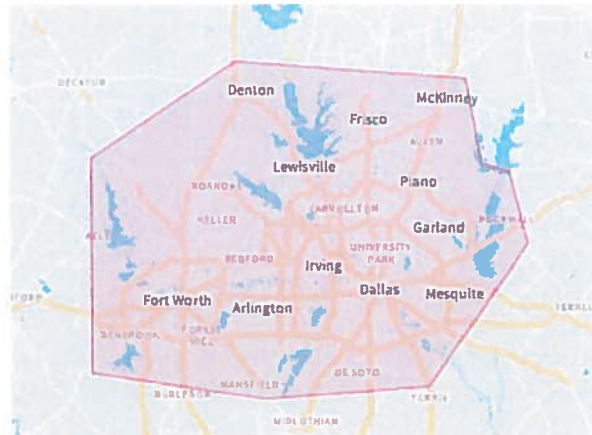
A. Introduction to the Firm

A. 1 Detail the firm's approach to meeting the scope of services defined herein

Lyft is excited about the opportunity to partner with DCTA to provide an On-Demand Non-Emergency Transportation Services as a complement to DCTA's existing fixed route transit network. Future On-Demand Services developed by DCTA would leverage Lyft's existing app and tools to provide DCTA riders a convenient and responsive transportation option to meet first mile last mile challenges, employment access, low-density suburban transportation needs and more.

DCTA riders would be able to book rides in real-time using Lyft's mobile app, their desktop computer, and/or through a regional call center using Lyft's Concierge ride booking tool. Under new On-Demand Programs, DCTA riders would be able to request a ride when needed and be rest assured that a Lyft ride would arrive in minutes. Lyft's expansive and growing network of drivers in the Denton County would be able to fill rides with an average ETA of 5 minutes.

Below is a map of Lyft's current service area in the general Dallas/Fort-Worth, Texas area. To meet the needs of DCTA, **Lyft is committed to extending our service area to cover the agency's entire service area.**



A.2 Indicate in a narrative format the firm's understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assignments.

LYFT'S PROGRAM SERVICE DESIGN AND LAUNCH PLAN

In the following section we outline the steps we envision taking in partnership with DCTA to design and deliver new On-Demand programs as they arise. The following overview covers the process of implementation from defining program parameters to reporting and evaluation. The Program Service Design and Launch Plan is divided into the following sections:

1. Defining the Program Area

Lyft's geofencing and timeboxing technology will allow the agency to limit the geographical area and time period of where DCTA offers subsidized rides. Lyft would work with DCTA to define the boundaries of the program zone. In addition to restricting the program zone for subsidized rides, DCTA could also define the time period over which they want to provide their various On-Demand services. A fuller discussion of our coupon technology is discussed in Sections 6.2.1 and 6.3.

Lyft Staff Involved: Aaron Fox, Paul Davis and Melissa Martin

2. Choosing a Rider Subsidy.

Lyft would work with DCTA to define how the agency would like to subsidize rides under their programs. Lyft's technology provides great flexibility to create codes that can be applied to user accounts to subsidize all or a portion of their rides. A full discussion of our coupon structures is provided in Section B.3.

The selected subsidy structure would be communicated to program participants through onboarding materials, and would always be visible to pilot program participants through their mobile app.

Lyft Staff Involved: Aaron Fox, Paul Davis and Melissa Martin

3. Rider Outreach.

Lyft would work with DCTA to develop a local marketing campaign that includes events, digital advertising and support for out-of-home ad development. A full discussion of how we envision approaching advertising is included in Section 6.4.3.

We are committed to ensuring that DCTA passengers understand how to use Lyft. We have an Implementation Team dedicated to our transit clients that would work together with DCTA to tailor a plan that meets your specific needs from launch through program maturity.

Lyft Staff Involved: Will Lindow, Aaron Fox, and Melissa Martin

4. Coupon Administration and Usage

Users can manually type a code into their account under the Promos section. Simply enter in the subsidized code to apply for eligible rides. After entering the code, the passenger will see the amount, expiration date and any other terms.

Alternatively, the code can be applied automatically through a link. For example, a passenger may receive a message with a link to sign up for Lyft, or click a friend's referral link online, whereby the Promo Code will automatically be applied to their Lyft account. When they finish signing up, the 'Promos' tab will highlight the code and its specific eligibility details.

As with all Lyft rides, the passenger will be charged the difference of the applied coupon at the end of the ride entirely via the app and will be completely cash-free. Lyft accepts any major credit cards, including American Express, Visa, MasterCard, Discover, PayPal, debit cards tied to a checking account, as well as pre-paid cards/gift cards to serve unbanked populations. Lyft sends a receipt to the email address on file after payment is submitted and processed at the end of the ride.

Lyft Staff Involved: Aaron Fox, Paul Davis and Melissa Martin

5. Enrolling Customers in Eligibility based programs.

For restricted eligibility programs, Lyft could set up a website specifically for onboarding passengers into the On-Demand program. The website would feature a sign-up page that can collect the name, phone number and email addresses of interested participants. The list of onboarded passengers would be cross-checked against DCTA's list of eligible users to ensure that the right subset of residents are receiving the eligible subsidy. Lyft set up a similar restricted eligibility program for the Massachusetts Bay Transportation Authority's paratransit pilot program; you can view that sign-up page here: <https://get.lyft.com/mbta/>.

Lyft Staff Involved: Melissa Martin, Paul Davis and Will Lindow

6. Setting up Concierge Call Center

To ensure access to On-Demand serviced for riders who do not own or operate a smartphone or desktop computer, Lyft would offer its Concierge tool which allows third party call centers to book rides on behalf of requesting passengers. Lyft will work with DCTA to develop a preferred operations plan for the call center. Lyft can either train an existing call center operated/contracted by DCTA on how to use Concierge (2-5 hour training) or set up an independent call center with Lyft's call center partner.

Lyft Staff Involved: Melissa Martin and Will Lindow

7. Provision of Wheelchair Accessible Vehicle (WAV) Rides

Lyft's platform provides access to on-demand transportation options for all passengers, including customers with limited vision, hearing and mobility.

Since Lyft is a transportation network company and not a transportation fleet provider, Lyft does not own the vehicles that operate on its platform nor does it employ drivers to drive on its platform. Rather, Lyft provides an application that individual drivers can access to provide rides with their personal vehicles to other individuals in their communities.

All vehicles approved on the Lyft platform accommodate collapsible wheelchairs. Additionally, while we are not a fleet provider, Lyft is committed to helping DCTA set up a comprehensive WAV option for the On-Demand alternative program that accommodates all of DCTA's riders. In addition to the wide range of service options Lyft already offers, we would set up a partnership model that meets the needs of customers who require wheelchair accessible vehicles (WAVs). Lyft could work with your current paratransit operator to fulfill these on-demand rides, or alternatively we are in conversations with providers that maintain WAV fleets, to enable usage of their infrastructure through the Lyft platform. Under this model, WAV drivers will be on-boarded to the Lyft platform as Lyft drivers and would receive and accept trip requests from individuals needing wheelchair accessible vehicles.

Riders would have two methods available for booking a wheelchair accessible vehicle:

- **Smartphone Users.** The Lyft App has an "ACCESS mode" which passengers can enable to request a wheelchair accessible vehicle from their smartphone.
- **Non-Smartphone Users.** Customers without smartphones will be able to request a WAV via a phone call to the Call Center using Lyft's Concierge platform.

Because the operating costs of WAVs are significantly higher than most Lyft vehicles, Lyft would work with DCTA to adjust subsidy amounts for riders dispatched to these vehicles.

Lyft Staff Involved: Aaron Fox, Mike Kilpatrick and Paul Davis

8. Program Reporting and Invoicing

Lyft recognizes that DCTA is implementing this pilot program to evaluate the operational and financial viability of using TNCs to provide an alternative On-Demand offering to existing mobility solutions. We appreciate DCTA's data needs and are eager to make ridesharing a part of the transportation infrastructure in Texas. Lyft's unique data sharing framework is discussed in detail in Section

With our reports on rider volume, Lyft would invoice the DCTA for the subsidy portion of all rides taken.

Lyft Staff Involved: Melissa Martin

A.3 Provide a summary, including why the firm is pursuing the work and how the firm is qualified to perform the services.

Since 2014, when Lyft launched our Friends with Transit campaign, our team has been committed to working with agencies on the development of ridesharing programs that fit within our partner's local vision for multi-modal transportation networks. Lyft is proud to be partnering with transit agencies around the US to augment mobility options and enhance connections to transit through on-demand transportation services. A list of some of our relevant on-demand partnerships is provided in Section 1C.

The Lyft team is an engaged and collaborative partner that is dedicated to developing programs that meet our transit agency partners needs and objectives. We will work hand-in-hand with DCTA to develop a detailed operation's launch plan for the program - but will also be engaged partners throughout the program - helping overcome any operational hurdles that could arise.

B. Address all elements of Project Scope:

The proposal should specifically the minimum required elements of the Project Scope referenced earlier in this solicitation, which include:

B.1 On-Demand Mobile Transportation Technology

Addressing Project Scope requirements 6.11 - 6.1.3

6.1.1 Transportation service will be facilitated by way of an online platform accessible via a website and mobile devices.

Lyft was founded as a mobile-based rideshare company. We have developed native iOS and Android apps that work across all Android and iOS devices to allow riders to book rides when they need them.

In addition to our popular mobile app, Lyft also offers passengers the opportunity to book rides using a web browser from their desktop or tablet via <http://m.lyft.com>.

6.1.2 Trips will be scheduled through a mobile application available for free download through major outlets such as Apple store and Google Play

The Lyft App is available for free download on both the Apple Store and Google Play. Currently the Lyft app is used by more than 5M passengers in 300+ cities around the US.

Booking Rides on Lyft

To request a ride on the Lyft app, a passenger opens the Lyft app and selects the ride type using the icons. Currently, the Denton County area offers the following ride types:

- **Lyft Classic:** A personal ride that lets passengers ride solo or with up to three friends.
- **Lyft Plus (SUV):** Hails larger vehicles for when passengers need more space and seats.

Passengers then confirm the pin is located in the proper location (if the GPS is incorrect, passengers have the option to manually type in their address). Passengers then tap the "Request Lyft" button. The total cost of the ride, subsidized amount, and remaining fare (if any) will be displayed, along with an average estimated time of arrival (ETA) for the driver to arrive at the pick-up location will be shown.

6.1.3 An alternative platform must be available for customers to book trips if they are unable to access mobile devices.

In addition to our popular mobile app, citizens can book rides on Lyft via their desktop computer and/or via a call center. We described both of these mobile booking alternatives in greater detail below:

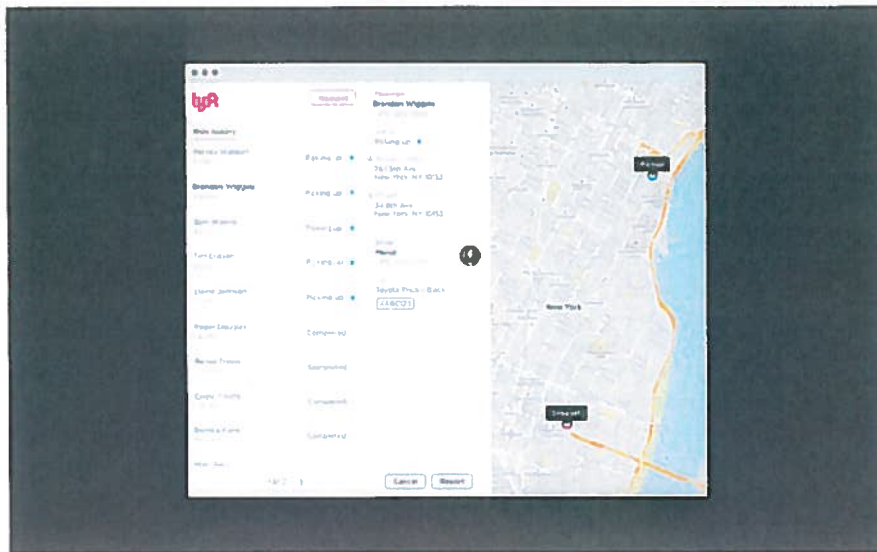
Web Portal Booking

For passengers who don't have a smartphone, or would just prefer to book a ride from their desktop or tablet, Lyft offers an online booking platform at <http://m.lyft.com>. Similar to the app, riders will need to enter the address for their pickup and drop-off locations. Once a ride is requested a car will be dispatched. Users can monitor their driver's progress from the browser providing the same level of experience as Lyft's mobile app.

Third-Party Booking using Lyft Concierge.

To help agencies meet Title VI requirements to provide non-smartphone users access to Lyft's network of ridesharing services, Lyft has built a third-party booking portal product, called Concierge, which can be used by call centers to request Lyft rides on behalf of requesting passengers.

Riders without smartphones can place a call to a call center, and have the ride dispatched by the call-center operator. The call center operator needs to simply input the passenger's name and pick-up and drop-off location, and a Lyft driver will be matched to the passenger to provide a ride. On Concierge, a ride can be booked for an immediate pick-up or pre-scheduled up to seven days in advance.



Lyft's Concierge Platform allows 3rd party Call Centers to book Lyft Rides

Lyft's Concierge platform is currently being used to book rides for public transit passengers through our paratransit partnership with the Massachusetts Bay Transportation Authority. In addition, administrators at elder living facilities across the US are using the platform to book rides for their residents.

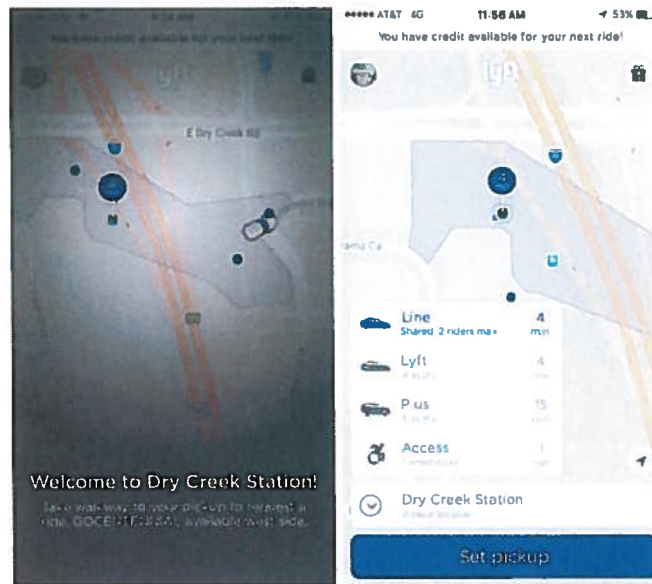
Lyft works with its transit agency partners to design Concierge administration programs that best meet their specific needs. We can train existing call center operators how to use the platform, or assume the responsibility of setting up an independent call center. In those circumstances where Lyft assumes responsibility of call center administration, there will be an added fee per ride booked using the Concierge service. This per-call fee helps Lyft cover the additional personnel time required to oversee the call-center.

B.2 Customized Service Transportation Offerings

6.2.1 Provide On-demand ride services to the general public on certain dates and certain times as determined by DCTA for trips originating or terminating at rider-specified locations and originating or terminating within a geo-fenced zone.

To support transit partnership programs, Lyft has developed geofencing and timeboxing technology which allows transit agencies to create customized subsidized ride programs that are restricted to certain geographies and time periods.

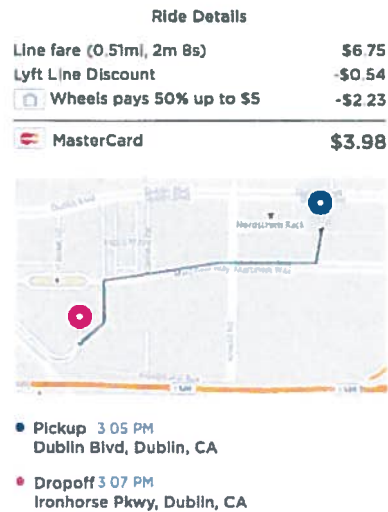
For example, in the screenshots below - Centennial, CO used Lyft's geofencing technology to limit subsidies to first/last mile trips from local neighborhoods to the nearest regional transit center.



Lyft would work with DCTA to define the specific geographical boundaries for each subsidized ride program. In addition to restricting the eligible zone for your subsidized ride program, Lyft's technology allows DCTA to restrict the time period during which subsidized services are offered to the general public.

Coupon Application in the Field

Once the subsidized ride coupon is developed and entered in the user's Lyft app, the coupon will automatically apply to qualifying rides requested by the user. When users enter their desired origins and destinations qualifying rides will see the coupon applied and the reduced cost fare.



6.2.2 On-demand ride services to groups of predetermined eligible customers meeting specific criteria for participation set by DCTA.

Lyft offers multiple options through which to limit eligibility to a predetermined list of customers.

Option 1. Custom Onboarding Portal. To help onboard a subset of eligible customers on Lyft, we could set up a custom website for onboarding passengers into a restricted program. The website would feature a sign-up page that can collect the name, phone number and email addresses of interested participants, as well as any terms of service requirements specific to the program. The list of passengers onboarded via the Lyft landing page could be cross-checked against DCTA's existing list of users to ensure eligibility. Lyft has experience setting up such onboarding flows, as we built this passenger onboarding flow to support Massachusetts Bay Transportation Authority's (MBTA) paratransit pilot program. You can view MBTA's sign-up page here: <https://get.lyft.com/mbta/>.

Option 2. Agency Controlled Distribution of Unique Coupons. Lyft can create a list of unique coupons for DCTA program that DCTA can distribute to eligible participants. This approach is currently being used by King County Metro for their Guaranteed Ride Home program and Dallas Area Rapid Transit for a restricted Flex route pilot.

6.2.3 Linked and group ride trips booked through an online platform to assist with service optimization

In select markets with high rideshare demand, Lyft has introduced Lyft Line, a ridesharing product that automatically matches passengers heading in a similar direction. Lyft Line rides are always cheaper than Lyft Classic. Lyft Line has not been introduced in the Dallas Fort-Worth market yet, but we expect to roll-out that feature as soon as

ride-density can support this ridesharing product feature.

While Lyft Line is not currently available in Denton County, riders can always split rides within the Lyft app using the Split Fare feature. Lyft's split fare feature is being explored by a number transit agencies to encourage ridesharing from local transit stations to popular employment destinations.

6.2.4 On-demand ambulatory paratransit ride services utilizing wheelchair equipped vehicles depending customer mobility needs.

As the US population continues to grow older, transit agencies around the country have been struggling with how to meet the growing demands and costs of their region's paratransit programs. More and more agencies have thus begin exploring how they can work with Lyft, to provide convenient, affordable, and on-demand paratransit services to the riding public - helping solve fiscal challenges while also increasing service reliability.

In Boston, Lyft is working with the Massachusetts Bay Transportation Authority to help bring on-demand mobility to customers of their paratransit program, THE RIDE. Previously, trips with THE RIDE were required to be booked a day in advance. The partnership helps bring a new mobility option to those who need it most. Key equity features like wheelchair accessible vehicles and call center access via Concierge allows the agency to seamlessly integrate Lyft into the region's package of paratransit mobility solutions.

6.2.5 First and last mile connections

Across the country, nearly a quarter of all Lyft rides start or end near transit stations— highlighting Lyft's role as an important first and last mile connector. A first/last mile partnership with Lyft has many benefits including: seamless connectivity, increased transit ridership, and the ability to alleviate station parking constraints.

In the greater Denver region, Lyft worked with the City of Centennial to provide fully subsidized first/last mile rides for commuters traveling to and from the Dry Creek Light Rail Station. This unique commute perk was designed by Lyft and Centennial to be accessible to all commuters, providing service to non-smartphone users via Lyft's telephone-based ride booking platform (Concierge), and offering wheelchair accessible vehicles (WAVs) using Lyft Access Mode.

Lyft has also been piloting first and last mile solutions in the Dallas Forth-Worth area with DART through short promotions and subsidized ride pilot programs.

6.2.6 Connections to specific employer or employment clusters

Lyft can serve as a convenient connector to employers or employment clusters. These employment connection services can take a couple of different forms including first/last mile services and general community-wide ridesharing service.

First Last-Mile. Lyft has implemented employment connection services in coordination with the Irvine Company - where qualifying employees are provided a monthly stipend to get to and from local transit hubs to the firm's business center at Santa Clara Square in Santa Clara, CA.

Community Wide Ridesharing. Lyft is also partnering with Livermore Amador Valley Transit Authority on a ridesharing service that allows trips to and from all points within the City of Dublin. This new community rideshare service, offers residents with jobs in the community, the opportunity to access their place of employment using a convenient and efficient ride-share service.

Providing better access to regional employment centers is a key objective of our transit agency partners and one Lyft is committed to helping advance. We look forward to having the chance to work with DCTA in crafting solutions to help fill any critical gaps in commuter services and jobs access services.

6.2.7 Service to suburban & low-density areas

Transit agencies often find it challenging to cost-effectively provide service to suburban neighborhoods. By partnering with Lyft to provide subsidized Lyft rides in difficult geographies or time periods, transit agencies can provide a transportation service that better meets the needs of their riders while also reducing cost per rider subsidies.

In the City of San Clemente, CA, Lyft worked with the City and Orange County Transportation Authority to ensure uninterrupted transportation access as they retired their 191 and 193 bus routes. Through the partnership, commuters can take subsidized Lyft rides along the former routes. Riders enjoy improved headways than the bus routes, and the City has lowered service delivery operational costs.

6.2.8 Connections to transit, include A-train commuter rail stations

Lyft is committed to helping drive more users onto trunkline public transit services across the nation. We are currently working with a number of partners including Livermore Amador Valley Transit Authority, Dallas Area Rapid Transit, Transportation Authority of Marin, and City of Centennial, CO to drive users onto public transit systems.

Lyft is excited about the opportunity to bring our transit connection services to Denton County to help residents and workers access the five DCTA A-Train stations identified in the RFP, namely:

- Eulene Brock Downtown Denton Transit Center (DDTC)
- MedPark Station
- Highland Village/Lewisville Lake Station
- Old Town Station
- Hebron Station

- DART Trinity Mills Station (Green Line Connection)

6.2.9 Late night services and trips to entertainment destinations and special events

Frequent, fixed route transit can be particularly challenging to provide during late-night or early-morning hours. The low ridership makes this service costly to provide, but it is a critical lifeline for many people working second-and third-shift jobs. Sometimes a commuter has access to traditional transit services for the start of their shift, but the service may be unavailable to use at the end of their shift.

In 2016, the Massachusetts Bay Transportation Authority cut its extended hour service in the Boston region. Following the cuts, the agency began soliciting new and cost-effective ideas to ensure mobility for employees in the entertainment, healthcare, service, and hospitality industries. Currently, Lyft is working with the MBTA to explore how its Lyft Line service can provide a solution.

Lyft has also worked with a number of cities around the US to meet travel demands of entertainment venues and events. Lyft currently coordinates with DART for big events like St. Patrick's Day and in Sacramento, CA we partner with the Sacramento Regional Transit (SRT) where SRT helps subsidize first/last mile connection to light rail stations during Golden 1 Arena events.

B.3 Fare Payment

6.3.1 DCTA-provided subsidy toward the total trip cost for each qualifying one-way trip. Subsidy should be flexible and capable of being adjusted based on changing program and budget needs.

Lyft would work with DCTA to define how the agency would like to subsidize rides under its various rideshare programs. Lyft's technology provides great flexibility to create codes that can be applied to user accounts to subsidize all or a portion of their rides. Below is an example (but not exhaustive list) of the type of coupons DCTA could generate:

- **Free Rides up to \$X.** DCTA covers rides up to \$X, with the remainder being covered by the rider.
- **% Discount on Rides up to \$Y.** DCTA covers a % of ride costs up to a certain dollar amount.
- **Fixed Fare (\$A) up to \$Z.** Rider pays a fixed fare of \$A, DCTA would then cover all costs up to \$Z, after which the rider would pay any additional fares.

The selected subsidy structure would be communicated to program participants through onboarding materials, and would always be visible to program participants through their mobile app.

6.3.2 Fixed fare for a passenger with the ability for DCTA to subsidize the cost for the remainder of the trip at the regular rates

Lyft can support a subsidy structure where the passenger pays a fixed fare and the agency covers the remainder of the ride cost - to allow for a similar experience to current transit systems.

6.3.3 Deductions of fare from a preloaded passenger account

Lyft has implemented a number of public partnerships and corporate programs where fares are deducted from preloaded passenger accounts. As an example, Lyft currently works with The Irvine Company to provide office tenants in Santa Clara Square with a monthly commuter stipend for trips to and from local transit hubs. Under the current program, Lyft preloads credits into eligible passengers' accounts at the beginning of each month for use on services over the ensuing month.

6.3.4 Fare payment options for unbanked customers

Lyft takes pride in being an all-inclusive community. For passengers without a credit card or checking account, rides can still be paid for using prepaid debit cards or Lyft Gift Cards.

Pre-Paid Debit Cards. Pre-paid debit cards can be purchased at most grocery store, convenience store and pharmacy chains including CVS, Walgreens, Kroger, 7-Eleven, etc.

Lyft Gift Cards. DCTA could also support unbanked customers using Lyft gift cards which are pre-paid cards that could be distributed through a DCTA store and participating Starbucks location.



6.3.5 Temporary or promotional fare discounts that passengers can access through the entry of a promotional code.

Lyft's technology allows for the creation of codes that can be entered into the passenger's Lyft account. Transit agencies are able to control how the codes are designed such as the subsidized fare amount, expiration date, geofencing and time-boxing restrictions. Coupon Code structure is further discussed in 6.2.1 and 6.3.1.

B.4 Policy and Administrative Factors

6.4.1 Ability of Contractor to provide DCTA with ridership reports within an agreed upon time frame.

Lyft understands DCTA's data needs and is committed to working with the agency to provide data reports that will assist with the agency's evaluation of services that will fit its needs but also protect passengers' personally identifiable information. Lyft will work with DCTA to establish a data reporting framework and reporting timelines.

6.4.2 Ability to ensure an adequate supply of drivers at defined geographic areas and times

Lyft is a transportation network company whose team works to develop technology and operational solutions that carefully balance the supply of drivers with rider demand within the communities we serve. Within Denton County, Lyft currently has average ETA's of 5 minutes. If we were to be selected to provide additional service to DCTA, our local team would ensure that we have the necessary supply to maintain equivalent service levels to meet the additional rider demand.

6.4.3 Ability to coordinate with DCTA Communications and Marketing Team on promoting programs to the general public and designing and producing marketing materials for distribution to potential riders.

Through our transit partnerships, Lyft is always committed to working hand-in-hand with our partners on the development of materials to promote the programs to the general public. We have an Implementation Team dedicated to our transit clients that would work together with DCTA to tailor a plan that meets your specific needs from launch through program maturity. As part of the program implementation, Lyft would support the development of DCTA's marketing campaign in a number of ways, including:

- Provide Marketing Assets for use on all Agency approved marketing materials.
- Conduct digital outreach to Lyft's current user base.
- Production of a blog post and press outreach for the program.
- Support for a specified number of outreach events.
- Work with DCTA staff to integrate links to Lyft's Sign-up, Ride Booking and Help Center resources from relevant sections of DCTA's Website.
- Provide physical signage to be placed around Denton County promoting the program.
- Hosting a specified number of learning sessions for passengers to learn about Lyft.
- Explore integration of Lyft rideshare services into the DCTA app.

6.4.4 Availability of additional tracking measures of program success, such as ride information by location, reporting by time period, and trip origin and destination information

Lyft recognizes that DCTA is implementing this program as part of its regional transportation network - and needs enough data to evaluate the operational and financial viability of these services with respect to the other services operated by the agency.

We appreciate DCTA's data needs and will work with DCTA to provide data required to meet National Transit Database reporting requirements as well as trip origin

and destination data at a level of granularity that assists planning efforts without compromising personally identifiable information or competitive interests. Lyft commits to working with DCTA to provide customized monthly data reports to assist with DCTA's evaluation of services in a manner that fits its needs but protects rider's personally identifiable information and travel behavior.

6.4.5 Ability of contractor to work within current government regulatory framework for transportation services and to adapt service proposals and promotional agreements to different public transportation funding sources

Lyft will work with DCTA to try to create programs that comply with the funding resources utilized for the program. Detailed in Section C.7 below are Lyft's current practices with regard to driver background checks and Drug and Alcohol testing. We would be happy to discuss these policies and how they relate to program implementation through the procurement process. To date, Lyft has worked with a variety of funding sources (e.g. local, state, grant, federal) and will work with DCTA on service design under different funding sources.

C. Additional Administrative Factor Information

C.1 Support availability (days of week and time)

Lyft is a transportation network company with an extensive network of over 315,000 drivers on the platform. Lyft does not employ drivers to drive on its platform. Instead, Lyft provides an application that gives drivers access to offer rides with their personal vehicles to other individuals within their communities. Though Lyft drivers set and manage their own driving hours, the high volume of drivers on the Lyft platform is able to meet passenger demands throughout the week, around the clock. Within Denton County, Lyft is currently providing average ETAs of 5 minutes to passengers.

C.2 Provide a brief description of rates and variances with triggering events or thresholds

Lyft's current pricing in Denton County is detailed in Tab 4. The General rates for Lyft's services are fully transparent and up-to-date on the cities' page of our website: <https://www.lyft.com/cities/dallas-fort-worth-tx>. For any ride taken, Lyft will provide an upfront price estimate to riders, when they enter both their origin and destination into the app, allowing passengers to see what their trips might cost before booking a trip.

Lyft uses dynamic pricing to encourage drivers to drive in areas and at times with higher- than-normal demand. Occasionally imbalances between rider demand and driver supply will trigger "Prime Time" pricing. The most common multiplier is 25% over the base price. Prime Time is more frequent during demand spikes, such as weekend nights (10pm-3am), peak commute hours (weekdays 7-9am and 5-7pm), and especially, late night holidays such as New Year's Eve and Halloween. A majority of Lyft rides do not incur Prime Time pricing.

To be fully transparent to passengers, any current price multipliers are clearly marked in the app before a dispatch request is made. If a Prime Time ride is then requested, a confirmation screen will interrupt that request to ensure the customer is aware and enable them to confirm or cancel.

C.3 Provide a brief description of how driver supply will be ensured and adjusted based on use at qualifying locations

Driver supply is monitored 24/7 throughout the DFW metro area to ensure that service levels remain high across each part of the region. If supply requires adjustment in a specific area, Lyft offers incentives to drivers in the forms of per-ride bonuses, or guaranteed payments, that reward drivers for providing service in the adjustment area. Financial amounts are adjusted depending on the supply requirements, and drivers receive different offers based on their driving history. Lyft makes regular adjustments on a weekly basis to refine service levels, as well as periodic in-day or next-day adjustments as needed.

Additionally, Lyft has the ability to target driver recruitment efforts to specific geographic areas using a variety of methods. It's ideal if drivers are able to give rides close to where they live, so we constantly strive to onboard new drivers in the areas where demand is increasing and the market demands additional driver supply. Ideally, drivers are providing rides to their neighbors and spending their earnings within the local economy.

C.4 Provide a brief description of customer support in the event of an issue with activation of the agency-provided subsidy or other disruption to typical practices

Lyft offers a variety of channels of support for customers:

- **Help Center**
 - Lyft's Support team manages an online Help Center (<https://help.lyft.com/hc/en-us>) with how-to's and responses to frequently asked questions, as well as the ability to process and respond to individual issues that may arise.
- **Critical Response Line**
 - Lyft maintains a Critical Response Line at 855-865-9553. It's available 24 hours a day, 7 days a week and responds to vehicle accidents, safety incidents, and citations.
- **Twitter**
 - The Lyft support team has dedicated staffing to address customer concerns over social media. The Twitter handle is @AskLyft.

C.5 Provide a brief description and example of an invoice; and

C.6 Provide an example of a ridership report that the agency can use to measure service success

Lyft recognizes that DCTA is implementing this program as part of its regional transportation network - and needs enough data to evaluate the operational and financial viability of these services with respect to the other services operated by the agency.

We appreciate DCTA's data needs and will work with DCTA to provide data required to meet National Transit Database reporting requirements as well as trip origin and destination data at a level of granularity that assists planning efforts without compromising personally identifiable information or competitive interests. Lyft commits to working with DCTA to provide customized monthly data reports to assist with DCTA's evaluation of services in a manner that fits its needs but protects rider's personally identifiable information and travel behavior.

Lyft would be happy to provide examples of these invoices through the presentation or selection portion of the RFP process. Please feel free to contact us to discuss the unique reporting approach our team has developed to meet your reporting needs.

C.7 Describe process and criteria for hiring drivers to ensure safe service delivery

Driver On-Boarding

Currently, every driver who applies to become a part of the Lyft community is screened for criminal offenses and driving incidents. The background checks screen for violence, sexual offenses in the publicly available sex offender registry, felonies, and drug related offenses. In Texas, criminal conviction records are reviewed for the last 7 years. Each background check includes:

- **A social security number trace** — searches against a database of over 400 different sources such as property deeds/mortgages, vehicle registrations, licenses and permits, US Postal Mail Forwarding Service, utility company billing records, and other resources where the individual has used the social security number along with a name and an address. This search generates a history of past and present addresses and a list of names associated with those addresses, including aliases, maiden names, nicknames and names misspelled or variously transliterated across languages.
- **An enhanced nationwide criminal search** — searches against hundreds of millions of records collected from all over the country, including state Department of Corrections, most wanted lists, and outstanding warrants as a part of Sterling Talent Solutions criminal background screening services.

- **County court records** — a direct search of criminal records from courts within any U.S. counties that the prior searches have identified as linked to the applicant. This search reveals any felony or misdemeanor cases and their final outcome, or current status if the matter is still pending.
- **Federal criminal court records** — This search identifies criminal case details and outcomes from any of the 94 U.S. federal district courts.
- **U.S. Department of Justice 50-state sex offender registry search** — searches the publicly available Federal Department of Justice (DOJ) Sex Offender Registry which includes real-time listings of registered sex offenders and other violent offenders in all 50 states.

In addition to having valid personal auto insurance that meets or exceeds state requirements, every driver must also undergo a Driving Record Check, which screens for the following:

- Age 21+ with 1 year or more of driving history
- No more than three minor violations in the past 3 years
- No major or severe violations in the past 3 years (e.g. reckless driving, DUIs)

Vehicle Inspections

All prospective drivers must meet with a Lyft mentor (an experienced Lyft driver) as part of the onboarding process. During this meeting, the mentor will review the driver's vehicle, license, and insurance.

All vehicles on the Lyft platform must undergo a 19-Point vehicle inspection, which is conducted in-person by the Lyft mentor. The inspection examines the overall cleanliness of the car, as well as the condition of:

1. Foot brakes
2. E-brake
3. Steering mechanism
4. AC/heat
5. Front and rear window, and other glass
6. Windshield wipers
7. Headlights
8. Tail lights
9. Turn indicator lights
10. Brake lights
11. Front seat adjustment mechanism

12. Doors (open, close, lock)
13. Horn
14. Speedometer
15. Body Damage
16. Muffler and exhaust system
17. Condition of tires, including tread depth
18. Interior and exterior rear view mirrors
19. Safety belts for driver and passengers

Ensuring Safe Service Delivery

Lyft is committed to delivering safer and more transparent transportation services to its customers. As a result, our platform was designed with a holistic approach to safety in mind. In addition to the driver onboarding, driver guidance and vehicle inspection items discussed above, below is a brief overview of the wide range of innovative features Lyft has implemented to keep both drivers and passengers feeling confident, informed, and accountable at all times:

- **24/7 Trust & Safety Team.**

Safety is a key component of the Lyft experience. If drivers or passengers ever experience a collision or other vehicle incident, an issue that threatens their personal safety, or receive a traffic citation, they are able to call our Critical Response Line at 855-865-9553. The line is available 24 hours a day, 7 days a week.

- **Zero-tolerance drug and alcohol policy.**

Lyft actively monitors passenger feedback for indicators of zero tolerance policy violations. Lyft automatically monitors passenger feedback for keywords that may indicate a violation of the zero tolerance policy. Our monitoring parameters are intentionally broad to ensure that Lyft errs on the side of caution. For example, passenger feedback containing the phrase “*drug store*” would trigger a Trust & Safety review because the word “*drug*” was used. The Lyft Trust & Safety team reviews concerning comments.

If a violation of the zero tolerance policy is suspected due to passenger feedback, Lyft will immediately suspend the driver’s access to the app while the Trust & Safety team conducts an investigation. In the course of a zero tolerance investigation, Lyft will contact the passenger for further details relating to a suspected zero tolerance policy violation. Prior passengers of a driver under investigation will also be contacted if necessary.

If an investigation results in definitive evidence or even a strong suspicion of a zero tolerance policy violation, the driver will be permanently deactivated.

- **2-way ratings after each completed ride.**

Lyft's two-way rating system helps ensure the safety and comfort of the Lyft community. At the end of each ride, drivers and passengers are prompted to rate each other on a scale of 1-5 stars, 5 being the best. If either party rates the other as 3 stars or lower, they will not be paired up again.

Our two-way rating system automatically identifies concerning feedback entered by a passenger or driver, and prompts our Critical Response team to follow up with all parties involved to take appropriate action. 95-100% of customer contacts are responded to within 24 hours. 100% of urgent Trust & Safety customer contacts are responded to in less than one hour. For calls that come through our Critical Response line, 90% of calls are answered within 40 seconds.

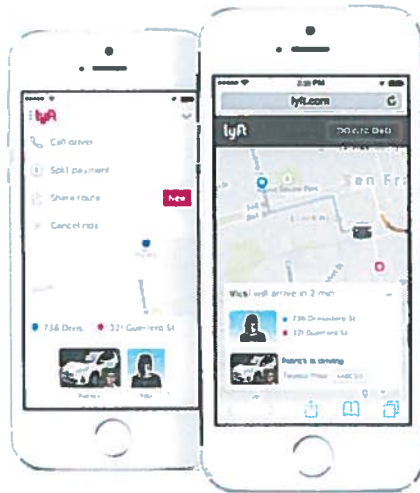
Lyft maintains high standards for these ratings. Consistently low ratings will prompt follow up with the drivers/passengers with an inquiry as to the issue, lead to support and coaching to improve an issue, and/or potentially result in the suspension of the passenger/driver from the platform.

- **In-app photo identification of driver, vehicle and license plate.**

When a rider books a ride, they will immediately be able to view a picture of the driver, the driver's name, the vehicle type and license plate number in the Lyft app. These features help passengers using the Lyft network ensure that they are getting into the right vehicle.

- **GPS vehicle tracking.**

Lyft tracks a passenger ride from start to finish. In addition, our app allows riders to share their current location and ETAs with friends and families. Riders simply choose a recipient from their contacts, and Lyft will send a text message with a link providing information regarding their location and arrival time. In addition, friends and family will receive a confirmation text when the rider arrives at their final destination.



Screenshots of Share Your Ride Feature which provides passengers and their families additional details on the riders whereabouts and added security.

- **Anonymized voice and text connection for driver/passenger while matched.**

Lyft provides drivers and passengers the ability to contact each other via a phone call or text to find each other and help complete a ride. However, to ensure the safety of both parties the real phone numbers of the driver and passenger are masked with anonymized phone numbers.

C.8 Provide any joint marketing and communications guidelines that must be followed

Lyft's local and corporate communication teams will work hand-in-hand with DCTA's Marketing team to develop joint marketing collateral and communications guidelines through the contracting process. Lyft will provide DCTA with access to various marketing assets to assist with outreach for these new innovative ridesharing programs. A fuller overview of our marketing plans can be found in Section 6.4.3 above.

C.9 Financial Statement: Provide evidence of adequate operating costs

Lyft now matches approximately 17M+ rides per month across 300+ cities in the US. Our company has received over \$2 billion in financing through several rounds of investment at the time of this application. In October of 2015, Lyft reached an annualized gross revenue run rate of \$1 billion. If additional financial information is needed please reach out to our agency contact for further details.

TAB 3: REFERENCES

Provide name, title, address, and telephone number of three references for clients, whom similar services have been provided in the last 36 months, including information referencing the actual services performed and length of tenure.

CONFIDENTIAL. This section of our response with the personal contact name of our partnering colleagues is marked as confidential to protect their personal contact information.

LAVTA First-Last Mile/ Flex Service

Lyft is providing subsidized On-Demand LyftLine service to enhance mobility and provide additional access to regional transit systems for residents throughout the City of Dublin.

Contact:

Name: Christy Wegener
Position: Director of Planning and Operations
Email: cwegener@lavta.org
Phone: 925-455-7560

Irvine Company Employee Commuter Program

Irvine Co. office space employees at Santa Clara Square are provided monthly Lyft credits to get to and from three major transit hubs close to the office park. Lyft's on-demand first/last mile solution has proven to be a popular perk used by employees to access the region's high speed trunkline transit rail lines.

Contact:

Name: Brian Stoelker
Position: Director, Portfolio Operations
Email: bstoelker@irvinecompany.com
Phone: 408-330-0114

San Clemente Suburban On-Demand Service

Lyft is partnering with the City of San Clemente and Orange County Transportation Authority to provide on-demand ridesharing as a public transit connection service throughout the suburban town of San Clemente. This partnership is demonstrating how Lyft's on-demand ridesharing service can serve as a cost effective alternative to large format, fixed-route service in lower-density suburban neighborhoods.

Contact:

Tom Frank, P.E.
Transportation Engineering Manager
City of San Clemente
(949) 361-6127

TAB 4: PRICING

Section shall include fare estimates and the base on which the firm calculates fares for each product they are offering in this proposal. Additionally, this section should address the cost to DCTA for the firm in the development and implementation of potential service programs. The proposed pricing shall include all costs necessary to fully complete the project.

Lyft pricing in our Dallas-Fort Worth market can be found on our website Cities page: <https://www.lyft.com/cities/dallas-fort-worth-tx>. Our current pricing is as follows:

Lyft Classic	Lyft Plus
Base fare: \$1.00 Cancel Penalty: \$5.00 Cost per Mile: \$0.85 Cost per Minute: \$0.10 Maximum Fare: \$200.00 Minimum Fare: \$3.80 Scheduled Ride Cancel Penalty: \$10.00 Trust and Service Fee: \$1.90 Airport Fees: Varies	Base fare: \$2.50 Cancel Penalty: \$5.00 Cost per Mile: \$1.35 Cost per Minute: \$0.20 Maximum Fare: \$200.00 Minimum Fare: \$4.75 Scheduled Ride Cancel Penalty: \$10.00 Trust and Service Fee: \$1.90 Airport Fees: Varies

For each of the trip types discussed in the RFP above, we provide a sample trip with an estimated fare as an example for consideration by the agency.

First Last Mile Service

A sample first-mile trip might be a 2 mile, 5 minute trip from the Northridge community to Downtown Denton Transit Center (DDTC). This trip would have the following cost.

Sample Trip Cost:

Base Fare	1.00
Mileage Cost (2 mile)	1.70
Cost per Minute (5 min)	0.50
Trust and Service Fere	1.90
Minimum Fare	3.80
Total Fare	5.70*

Suburban Service

A sample of a trip taken from a suburban neighborhood to the nearest transit center might be a 5 mile, 15 minute trip from Denton proper to the MedPark Station. The cost breakdown would be as follows:

Base Fare	1.00
Mileage Cost (5 mile)	4.25
Cost per Minute (15 min)	1.50
Trust and Service Fere	1.90
Total Fare	8.65

Employment

We envision a local job access trip from a popular employment site to the nearest transit center might be a 3 mile, 10 minute trip. An example would be from the University Village Shopping Center to the Downtown Denton Transit Center.

Base Fare	1.00
Mileage Cost (3 mile)	2.55
Cost per Minute (11 min)	1.10
Trust and Service Fere	1.90
Total Fare	6.55

Entertainment Access

A sample of a curb-to-curb late night safe ride from a local entertainment venue to housing community would be a 3 mile, 11 minute trip from Oak St Drafthouse to the WatersEdge Apartment Homes.

Base Fare	1.00
Mileage Cost (3 mile)	2.55
Cost per Minute (7 min)	0.70
Trust and Service Fere	1.90
Total Fare	6.15

TAB 5: ATTACHMENTS

LYFT'S CONTRACTUAL RESPONSE TO PROPOSED GENERAL TERMS & CONDITIONS

Lyft reserves the right to request certain changes to the language set forth in Section 7 of the RFP, "Indemnification." Lyft requests that Section 9 of the RFP, "Assignment" be amended to include language clarifying that the prior written consent of DCTA will not be unreasonably withheld, conditioned or delayed. Lyft reserves the right to request certain changes to the language set forth in Section 15 of the RFP, "Open Records." Lyft requests the opportunity to discuss DCTA's public records process and standards. Lyft requests that Section 21 of the RFP, "Use of Subcontractors" be amended to include a blanket approval by DCTA of Lyft's use of its drivers, which are all independent contractors. Lyft reserves the right to request certain changes to the language set forth in Section 24 of the RFP, "Copyright." Lyft reserves the right to request certain changes to the language set forth in Section 26 of the RFP, "Ownership of Documents." The aforementioned requests shall not serve as a waiver of Lyft's right to negotiate and request changes to any other sections of the RFP or contract.

TAB 6: APPENDIX

Include company brochure, copies of referenced certifications, and any other attachments as part of this submittal. The following documents/forms will be completed by the Offeror and must be submitted with the Technical Proposal:

- *Attachment A – Business Questionnaire*
- *Attachment B – Conflict of Interest Questionnaire*
- *Certificate of Insurability*
- *Signed Addenda (If applicable)*

POLICY NUMBER: BAP 4281401-01

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**ANY PERSON OR ORGANIZATION WHERE REQUIRED BY REGULATION, STATUTE,
ORDINANCE, OR BY CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/24/2017

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
762080-AOSWC-GAWCC-16-17 End Air	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Steadfast Insurance Company	26387	INSURER C : N/A	N/A	INSURER D : N/A	N/A	INSURER E :		INSURER F :	
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INSURER C : N/A	N/A														
INSURER D : N/A	N/A														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** SEA-003132214-01 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Self Insured Retention \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div>		065463589	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Symbol 10 <input checked="" type="checkbox"/> Primary </div>		BAP 4281401-01	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 1,000,000		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <div style="margin-left: 20px;"> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ </div>					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		

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

Proof of insurance for Lyft, Inc. re: ride-sharing services

Denton County Transportation Authority are included as Additional Insured on the General Liability and Automobile Liability where required by written contract but only with respect to liability arising out of the Named Insured's operations. Any such coverage extended to the additional insured will apply as primary and non-contributory, to the extent of liability assumed under contract.

CERTIFICATE HOLDER Denton County Transportation Authority 604 East Hickory Street Denton, TX 72605	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Jenna Boyce
--	---

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ENDORSEMENT # 006

This endorsement, effective 12:01 AM 05/01/2016

Forms a part of policy no.: 065463589

Issued to: LYFT, INC.

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:**
- 1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.**
 - 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.**
 - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.**
 - 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:**
 - I The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and**
 - II Supervisory, inspection, architectural or engineering activities.**
 - 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.**

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.
- C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 010

This endorsement, effective 12:01 AM 05/01/2016

Forms a part of policy no.: 065463589

Issued to: LYFT, INC.

By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



**Authorized Representative OR
Countersignature (In states where applicable)**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date



BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)
Lyft, Inc.

2. Doing Business As (other business name if applicable)

3. Federal Tax ID Number
20-8809830

4. Business Mailing Address (include City/State/Zip Code)
185 Berry St., Suite 5000, San Francisco, CA 94107

5. Business Email Address
grenwick@lyft.com and pdavis@lyft.com

6. Business Telephone Business Fax Number
650-908-7087

7. Business Type
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business
10 4+

9. Annual Gross Revenue for the past three years (M = Millions)
☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☒ \$16M+

10. Number of Employees
☐ 100 or Less ☐ 101-500 ☐ 501-750 ☐ 751-1,000 ☒ 1,001+

11. Is Business a DBE Firm?
☐ Yes ☒ No

12. Is Business Owned by Minority Ethnicity?
☐ Yes ☒ No

13. Ethnic Group
☐ Black American ☐ Asian Pacific American ☐ Other
☐ Hispanic American ☐ Subcontinent Asian American
☐ Native American ☐ White/Caucasian

14. Woman Owned?
☐ Yes ☒ No

15. Veteran Owned
☐ Yes ☒ No

16. Type of Work Performed
☐ Construction ☐ Wholesale/Distributor
☐ Manufacturing ☐ Professional Service
☐ Retail ☐ General/Technical Service

17. Has the Business, or any officer or partner thereof, failed to complete a contract?
☐ Yes ☒ No

18. Is any litigation pending against the Business?
☒ Yes ☐ No

19. Has the Business ever been declared "Not Responsible"
☐ Yes ☒ No

20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?
☐ Yes ☒ No

21. Has the Business ever been a defaulter, as principal, surety or otherwise?
☐ Yes ☒ No

22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?
☐ Yes ☒ No

23. Is the Business in arrears upon a contract or debt?
☐ Yes ☒ No

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?
☐ Yes ☒ No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?
☐ Yes ☒ No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

The company is party to litigation from time to time, including in the personal injury context.

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Rakuten, Inc., a publicly held corporation traded on the Tokyo Stock Exchange, and General Motors Company, a publicly held corporation traded on the New York Stock Exchange, each own more than ten percent of Lyft's outstanding stock, in each case through a subsidiary.

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

Printed Name **Gyre Renwick**
Title **Head of GEH Partnerships**
Signature of Owner **Gyre Renwick**
Gyre Renwick (Feb 25, 2017)
Date **Feb 25, 2017**
Email Address **grenwick@lyft.com**

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager



Your Future Is Riding On Us.

Denton County Transportation Authority

February 10, 2017

ADDENDUM NO. 2

RFP 17-03 On-Demand Rideshare Services*Addendum must be acknowledged below and returned with the bid submittal.*

Answers and clarifications to questions are found in the attached spreadsheet.

Please note the following changes to the RFP

Change 1:

Reference Section "Proposal Submittal Information"

Tab 1: Qualifications and Experience

Delete Line "Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project."**Change 2:**

Reference Section "Evaluation Criteria"

SCORING CRITERIA

Understanding Proposed Work Plan:

Add the following "Discuss policies and procedures reflecting ability to ensure safe and secure service delivery through driver and vehicle screening."**Change 3:**

Reference Section "Scope of Work, Terms and Conditions"

Delete Line "6.2.4 On-demand ambulatory paratransit ride services"**And Replace with** "6.2.4 On-demand ambulatory ride services utilizing wheelchair equipped vehicles depending on customer mobility needs"

Attachments: List of questions and answers

Jeremy Lewallen
Procurement Coordinator

Acknowledged by: Gyre Renwick Date: Feb 25, 2017
Gyre Renwick (Feb 25 2017)
 Firm/Representative

No.	Question	DCTA Response
1	It appears that this is directly tailored to fit UBER and extend the UBER contract that you already have in place with UBER. Is that correct?	This RFP is seeking new innovative service options that will serve serve a larger market of passengers, and is open to all companies with the abilities to meet the scope of work. Vendors are being asked to provide On Demand Rideshare transportation services that DCTA has identified as a need in our potential markets.
2	Section 6.2.1, could "certain dates" be defined as to exactly what dates the service days cover?	There are no specific service days at this time. Companies selected for contracts under this RFP will be provided with specifics on dates and times of transportation services required as DCTA identifies a specific transportation service program for our clients. Respondents to this RFP should demonstrate their ability to respond to customized service partnership requests as they arise, including the ability to provide subsidies, discounts, or service at specific ranges of time each day.
3	Section 6.2.1, could "certain times" be defined as to exactly what times the service hours cover?	There are no specific service times identified in this scope of work. Companies selected for contracts under this RFP will be provided with specifics on dates and times of transportation services required as DCTA identifies a specific transportation service program for our clients. Respondents to this RFP should demonstrate their ability to respond to customized service partnership requests as they arise, including the ability to provide subsidies, discounts, or service at specific ranges of time each day.
4	Section 6.2.1 could "rider-specified location" be defined to what locations these cover?	This RFP is for On Demand rideshare services, which will allow transportation consumers to determine the locations where they will be picked up and/or dropped off. DCTA anticipates the majority of rider-specified locations will be for trips that begin and/or end in communities in Denton and Collin counties.
5	Section 6.2.1 could the "geofenced zone" be defined, what cities and/or areas that this RFP covers?	A geofenced zone is a specific geographic boundary where a rider under this RFP will receive a subsidy or discount for their transportation under an agreement with DCTA and its clients requesting an On-Demand Rideshare program. Some On-Demand Rideshare companies have the technological capability of defining a geofence zone that will automatically determine if a trip's location qualifies it for the specific partnership program. The zone will be determined by DCTA in coordination with the companies under contract under this RFP and the specific client's needs. There are no specific "geofenced" zones yet determined, but companies selected for contracts under this RFP will be provided specifics as DCTA identifies a specific transportation program for our clients.
6	Section 6.2.2 - so are the predetermined customers meeting specific criteria for participation provided to the contractor for verification?	This RFP allows for an opportunity for potential contractors to propose methods to allow customers meeting predetermined specific criteria determined by DCTA and its clients to participate in a subsidized On Demand Rideshare program. The agency or its clients could provide a contractor with a predetermined list of customers that have qualified for an On Demand Rideshare program, and the respondent should propose methods to account for that client list in the processing of subsidies or discounts.
7	Section 6.2.6, where are the "specific employer or employment clusters" located?	DCTA anticipates the majority of services to employer or employment clusters to be in Denton and Collin counties.
8	Section 6.2.7, please define the areas that are considered "suburban"	DCTA services a primarily suburban community within Denton and Collin counties. These are cities that are not core communities of the Dallas-Ft. Worth Metropolitan Statistical Area and have population in ranges between 20,000 to 150,000.
9	Section 6.2.7, please define the areas that are considered "low-density areas"	Low density areas primarily consist of single-family homes, low numbers of multifamily housing developments, and very few major employment centers. Areas with two to four homes per acre are generally considered low density. Most communities within DCTA's service area have a population density of up to 2,500 people per square mile.



No. Question	DCTA Response
10 Section 6.2.8, please list which transit stations are needed for connections	<p>If a specific service contract is needed to provide connection to transit stations, it will be primarily to provide connections to DCTA's five A-train stations. DCTA is also interested in proposals that will allow for the connection of riders outside the current service areas of the three major Metrolink transit authorities (DCTA, FTWA, and DART) to transit stations within those areas.</p> <p>DCTA's five A-train stations are located at the below addresses.</p> <p>Eulene Brock Downtown Denton Transit Center (DDTC) 604 E. Hickory Street, Denton, Texas 76205</p> <p>MedPark Station 3220 MedPark Drive, Denton, Texas 76208</p> <p>Highland Village / Lewisville Lake Station 2998 N. Stemmons Freeway, Lewisville, Texas 75077</p> <p>Old Town Station 617 E. Main Street, Lewisville, Texas 75057</p> <p>Hebron Station 952 Lakeside Circle, Lewisville, Texas 75057</p> <p>DART Trinity Mills Station (Green Line Connection) 2525 Blanton Drive, Carrollton, Texas 75006</p>
11 Section 6.2.9, please define what hours are "late-night services"	Late-night services would be generally considered to be from 8:00 PM to 5:00 AM. DCTA is particularly interested in service proposals that address transportation needs during times when fixed route transit service is not available for customers.
12 Section 6.2.9, please define and indicate what are "entertainment destinations".	Entertainment destinations will be determined specifically by DCTA and its clients. Entertainment destinations will primarily be located in Denton and Collin counties, and can include event venues and retail districts.
13 Section 6.2.9, please define and indicate what are "special events".	Special events are typically festivals, conferences, performances, or sporting events and will be primarily located in Denton and Collin Counties.
14 Section 6.3.1, what is the subsidy amount?	There are no defined subsidy amounts in this RFP. Respondents should be able to demonstrate how a subsidy can be applied when a customer participates in a On Demand Rideshare program. DCTA will determine the subsidy for each specific transportation program.
15 Section 6.3.1 please define "subsidy should be flexible"	Respondents should demonstrate the ability to change the DCTA-provided subsidy to participants in an On-Demand Rideshare program based on agency request. Changes to the budget of different subsidy programs might be needed based on increased or decreased customer interest and ridership, for example. Changes to the amount of subsidy processed would need to be done with a quick turnaround time in many cases, and respondents need to address how a subsidy amount paid for by DCTA will be processed and how quickly technical changes can be made to the program if the subsidy amount needs to be altered.
16 Section 6.3.1, does DCTA expect that the subsidy amount will be changing during this contract period?	It is possible that the subsidy amount will change based on increased consumer interest in a specific program, budget limitations, or other factors. The ability to change this subsidy and the timeframe in which to make sure the changes to the subsidy amount are made would be outlined in the specific contract proposal. Respondents shall state any limitations that could affect DCTA's ability to change the subsidy amount.
17 Section 6.3.1 does DCTA expect that the budget needs will be changing during this contract period?	Companies selected under this contract will be available to develop On Demand Rideshare programs based on DCTA client needs. DCTA and its clients will develop service proposals with specific budgets that contractors will have to work within. Budgets and specific scopes can be calculated by the estimated rates and fares that contractors will provide to DCTA.
18 Section 6.3.2 When is a fixed fare rate passenger in effect compared to the subsidy program?	Fixed fare and subsidized rides are generally interchangeable terms within this RFP. There are examples of On Demand Rideshare programs authorized by cities and transit agencies that provide service within a certain geographic area for a fixed rate with customers paying for additional costs beyond that fixed rate. On the other hand, there are On Demand Rideshare programs that apply a subsidized discount when a trip is completed. DCTA would like to have a contractor be able to address their ability to program both of those fare structures with their company's technologies.



No.	Question	DCTA Response
19	Section 6.3.2, please provide the fixed fare routes	There are no fixed fare routes determined at this time. Section 6.3.2 refers to the ability of the contractor to process a fixed fare for a passenger with DCTA subsidizing the rest of the cost of the trip. DCTA requests contractors to demonstrate the ability for contractors to utilize their services to request trips within a certain geographic area for a fixed rate.
20	Section 6.3.3, where does the passengers get the "preloaded passenger account?"	Contractors are encouraged to provide ways and methods their customers can pay for subsidized transportation services with preloaded accounts. DCTA has not yet developed a method to preload a passenger account for On Demand Rideshare services using their existing passenger fare platforms, but there is the potential of the need for a future contractor to be able to interface with existing DCTA passenger fare platforms in the future.
21	Section 6.3.4, please define what is a "unbanked customer".	An unbanked customer is a potential customer that does not have a traditional bank account or credit card that is the primary method of fare payment for the On Demand Rideshare services requested in this RFP. Contractors should address the ability to handle the needs of unbanked customers through alternative payment methods.
22	Section 6.3.5, when would a customer have a promotional fare discount?	Promotional fare discounts will be utilized depending on the specific needs of the particular On Demand Rideshare program. The use of a promotional fare discount code may or may not be the most appropriate method for DCTA to subsidize a ride based on program scope and customer experience.
23	Section 6.3.5, what is the format (alpha numeric, all numeric, how many digits) of the Promotional code.	There are no limits to the format of the promotional code, but there should be a sensitivity to make the customer experience in entering a promotional code as convenient as possible.
24	Section 6.3.5, how does the contractor know when a promotional code is valid?	The contractor should demonstrate the ability to program their rideshare technologies to be able to validate a promotional code. DCTA is not responsible for validating a promotional code under this RFP. The agency will develop a promotional code and outline its limitations and restrictions and a contractor will incorporate those limitations and restrictions into their specific On Demand Rideshare program.
25	Section 6.4.2, what is the number of riders currently	Section 6.4.2 of the RFP allows a contractor to address their ability to provide an adequate supply of drivers for future customized service proposals. Currently DCTA is only operating a small On Demand Rideshare pilot program within a 6 mile by 2 mile designated area for Highland Village. Ridership within this limited program as averaged 5 passengers per week. It is DCTA's goal to deploy similar services within other areas with customized programming options to fit the unique needs of the respective communities our agency serves. It is likely ridership in future programs will exceed ridership in our current program.
26	Section 6.4.2, what is the average length of a trip?	Service will be for trips primarily within Denton and Collin counties and could average between 1 and 20 miles but could include trips shorter and longer than that amount depending on the scope and budget of the specific transportation service proposal.
27	Section 6.4.2, what is the number of riders based on time currently?	This is addressed in the answers to the two previous questions.
28	Section 6.4.3, who is paying for the marketing materials?	The DCTA Marketing & Communications team will fund DCTA-directed initiatives, and will work with any contractor for final approval of assets if required. A contractor selected for this RFP may promote the use of their technology for use in the particular On-Demand Rideshare program at their own expense, with creative approval from a DCTA marketing and communications representative.
29	Section 6.4.3, who is paying for the distribution to potential riders?	The DCTA Marketing & Communications team will fund DCTA-directed initiatives, and will work with any contractor for final approval of assets if required. Contractors, in coordination with DCTA, can also promote any DCTA supported On-Demand Rideshare program through their existing communication channels.
30	Are you ignoring the ADA clientele?	DCTA will continue to prioritize the use of its own fleet for serving ADA clientele through the agency's Access paratransit service.
31	Are there no requirements for drivers to be background tested? So anyone driving this program and be a mass murderer or rapist, a pedophile, or charged with family violence etc?	Tab 2, Subsection C, of the of the RFP provides respondents the opportunity to "describe the process and criteria for hiring drivers to ensure safe service delivery". Respondents to the RFP are able to identify their own company requirements for driver standards as a reflection of their commitment to ensure customer safety. This will be evaluated in the "Understanding Proposed Work Plan" section of the proposal Scoring Criteria. The extent to which a vendor's own driver requirements allow transportation proposals to meet statutory requirements for potential program funding sources (state, federal, and others) which be a positive factor in the evaluation of a proposal. This will be evaluated under the "Policy and Administrative Factors" section of the proposal Scoring Criteria.
32	Are there no requirements for drivers to have MVR's. So anyone can driving this program can have DWI's, DUI's, etc?	Those requirements and their driver screening policies will be a factor in DCTA's evaluation of the quality of respondent's proposals. Please review answer to previous question for clarification on how these factors will be evaluated.

No.	Question	DCTA Response
33	Is there no vetting of the drivers?	The policies of a transportation service company on the vetting of the drivers and the extent of that vetting can be addressed in the proposal response. Please review answer to question 11 for clarification on how these factors will be evaluated.
34	There is nothing about the vehicles that are required except that they are ambulatory? The vehicles can be any make, model, falling apart, sports cars that only seat two persons?	Specific vehicle requirements will be determined by the needs of the specific program proposal that vendors submit after they are under contract. Ability of a vendor to provide a variety of customized vehicle types is a factor in evaluating the quality of the proposal under the "Understanding Proposed Work Plan" scoring criteria section.
35	Is there no vetting of the vehicles utilized?	Respondents are encourage to outline their own policies for vetting vehicles used for the potential range of services required. That information will be providing to the On Demand Rideshare customer in order for them to make an informed consumer choice about utilizing a vendor's transportation product.
36	Proposal Submittal – the DBE requirements on page 3 state there is no DBE goal, yet on page 8, there is a request to identify small, minority-owned, DBE and woman owned business to be utilized, if there is no DBE requirement why would there be a need to identify any?	This request will be removed. See Addendum 2.
37	Will DCTA accept the statutory requirements on insurance for the bidder?	Please refer to "Section VI: Insurance Requirements" for the acceptable insurance coverages.
38	Who is paying the subsidy fares? Is DCTA or the customer?	The primary arrangement for subsidy envisioned by this proposal is that customer pays for the trip and receives a level of discount or subsidy from the service provider based on the specific program's terms and scope. The cost of that subsidy is paid for by DCTA after a vendor provides an invoice for the subsidy amount claimed. DCTA is open to other types of arrangements for subsidized trips as long as the On Demand Rideshare customer makes their arrangements directly with transportation vendor or one its intermediaries.
39	Line 6.2.3 which I believe is the line referring to fare options for the unbanked. We generally don't have an option here, where cash may apply, so I'm a little concerned with that particular line.	6.2.3 asks respondents to address the ability to provide "linked and group ride trips booked through an online platform to assist with service optimization" so there is nothing in that section about unbanked customers. An unbanked customer is a potential customer that does not have a traditional bank account or credit card that is the primary method of fare payment for the On Demand Rideshare services requested in this RFP. Contractors should address the ability to handle the needs of unbanked customers through alternative payment methods.
40	How many vehicles does DCTA expect to launch the On-Demand Rideshare Services?	There is no definite expectation of a number of vehicles to launch under this program. This RFP is to allow for On Demand Rideshare providers to provide their solutions and technologies to meet a market demand for their services identified by DCTA and communities in its service region. This is a solicitation for a proposal for partnerships to meet the identified market demand in our service area for a consumer-driven personal transportation option. On Demand Rideshare programs would allow the customer to choose a personal transportation service provider and personal boarding and alighting location.
41	What is the number of expected rides a month would you anticipate in the next month.	The number of expected rides will be determined under specific transportation service proposals organizing by DCTA and its client communities. This RFP is issued to qualify On Demand Rideshare providers to be able to submit those specific proposals on an on call basis for the course of the contract term.
42	What is the timeline for implementation? When does the project want to go live?	Vendors will be selected through evaluation and interviews through the beginning March of 2017, with a planned contract award by the DCTA board in mid-March. Notice to Proceed will be issued late March to early April. Transportation programs will be developed by DCTA, vendors, and client communities after this time, with the earliest anticipated date for a program to go live being late spring of 2017.



G. L. Carr

No.	Question	DCTA Response
43	In the project scope, could we place get more clarification on the expectations around 6.2.3 and 6.2.4., 6.3.3, 6.3.4?	<p>6.2.3 – Linked and group ride trips booked through an online platform to assist with service optimization. This area of service would be for trips that provide on demand rideshare service to multiple customers along the same route.</p> <p>6.2.4 – On-demand ambulatory paratransit ride services DCTA is seeking information from vendors on how to provide on-demand trips to customers with a range of mobility needs. These services would include provide both wheelchair and non-wheelchair equipped vehicles to accommodate a variety of customer mobility levels. This service need is clarified in an addendum to the original RFP document.</p> <p>6.3.3 – Deductions of fares from a preloaded passenger account Contractors are encouraged to provide innovative ways and methods their customers can pay for subsidized transportation services with preloaded accounts. DCTA has not yet developed a method to preload a passenger accounts for On Demand Rideshare services using their existing passenger fare platforms, but there is the potential of the need for a future contractor to be able to interface with existing DCTA passenger fare platforms in the future.</p> <p>6.3.4 An unbanked customer is a potential customer that does not have a traditional bank account or credit card that is the primary method of fare payment for the On Demand Rideshare services requested in this RFP. Contractors should address the ability to handle the needs of unbanked customers through alternative payment methods.</p>



Your Future Is Riding On Us.

Denton County Transportation Authority

February 17, 2017

ADDENDUM NO. 3

RFP 17-03 On-Demand Rideshare Services

Addendum must be acknowledged below and returned with the bid submittal.

Please note the due date and time for proposals has changed.

The new due date is Monday, February 27th, 2017 at 3:00 P.M.

Jeremy Lewallen
Procurement Coordinator

Acknowledged by: Gyle Renwick Date: Feb 25, 2017
Gyle Renwick (Feb 25 2017)
Firm/Representative

EXHIBIT “C”

TASK ORDER TEMPLATE



Denton County Transportation Authority Task Order

Task Number:		Project ID: N/A	Grant #
Contractor:			
PROJECT INFORMATION			
Name:			
DCTA Account Code: (Contract to be Billed Under)			Approved Budget Yes <input type="checkbox"/> No <input type="checkbox"/>
Project Lead			
Requested By			
Cost Estimate			
Not to Exceed Budget			

DESCRIPTION
(Include Scope, Cost, and Deliverables with Schedule)

SIGNATURES/APPROVALS			
Contractor:		Date	
Department Head:		Date	
James C. Cline, Jr. DCTA President		Date	

TASK ORDER #**1. Overview.**

The intent of this Task Order is for Lyft Inc. to provide, on behalf of DCTA, on-demand rideshare services. [Insert overall description and purpose of specific program]

2. Term.

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through _____, 2017 (“Term”).

3. The Dashboard.

- i. **Access to the Dashboard.** In order for Partner to manage the Programs, Lyft will provide Partner with access to an online portal owned and hosted by Lyft (the “Dashboard”). Within the Dashboard, Partner may view, add or remove Users, generate reports of User activity, and place certain restrictions on Users’ activity. As related to the Concierge Service, Partner may also use the Dashboard to request Rides for Users. Additionally, Lyft grants Partner a non-exclusive, non-transferrable limited license to use the Dashboard solely in connection with the Programs during the Term. Partner shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Materials; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (c) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to Partner under this Agreement.
- ii. **Partner Administrator.** Partner will designate at least one (1) authorized personnel of Partner to serve as Partner’s administrator (each, an “Administrator”) and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. Partner is responsible and will indemnify Lyft for all activity occurring under Partner’s Dashboard login credentials, except to the extent caused by Lyft’s breach of this Agreement. Partner will contact Lyft upon known or suspected unauthorized use under Partner’s Dashboard or if Dashboard login credentials information is lost or stolen.

4. Concierge Service.

- i. **General.** Under the Concierge Service, an Administrator may request a Ride for a User by submitting such request in the Dashboard (each, a “Request”). Each Request will include all relevant Ride information, including but not limited to, the User’s first and last name, pick-up and drop-off location, and telephone number (collectively, “User Information”). Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the User. Lyft or the Driver may contact the User via the calling or texting features within the Lyft App to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, Partner will be notified of such cancellation via the Dashboard. Any Request cancellations by Partner or no-

shows by Users will be subject to Lyft's cancellation policy. Partner will pay Lyft for all Rides under the Concierge Service ("**Concierge Rides**"). All Concierge Rides are subject to prime time surcharges and Driver availability

- ii. **Ride Requests.** When submitting a Request, Partner consents on behalf of itself and each User to allow Lyft to use the User Information to (a) send transactional SMS texts to the User relating to the Request and User's Ride; (b) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick up and drop off location; and (c) use and store the User Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy. Partner represents and warrants that (i) Partner will only submit Requests for Users whom are eighteen (18) years of age or older; and (ii) Partner has obtained all necessary consents from each User to share such User Information for the purposes set forth herein. Partner agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against all third party claims arising out of a breach of Partner's representations and warranties.

5. **Additional Obligations.**

Lyft Obligations.

1. Geographic Area of Service: The activities described herein shall take place in [Insert description of geographic area] as set forth in the map hereto attached as Attachment 1 ("Program Map Area")

2. Partner Codes: Lyft will provide Partner with a coupon codes (the "Partner Code") for use with this Agreement, with the following restrictions:

- o Credit Value: Each Partner Code shall have a credit value of up to [Insert Amount] per Partner Code redeemed.
- o Valid Use: Valid for use by all Users who (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Partner Code in the User's Lyft App; (d) take a completed ride via the Lyft App which qualifies for Partner Code redemption under this Agreement; and (e) successfully apply the Lyft credit associated with the Partner Code at the end of the ride.
- o Code Expiration: Each Partner Code and its corresponding ride credits will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein, by either party or by the expiration of the Term; or (b) upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.
- o Other Code Restrictions:
 - **[Geofence]** – [The Partner Codes will be for travel limited by a geofence as outlined and detailed in Attachment 1.]
 - **[Maximum Amount]** – [During the Term of this Agreement, the parties agree that no more than X amount of Partner Codes may be available for redemption, unless otherwise amended in writing and consent by the parties.]

- Timeblocking – Partner codes will be limited to [Insert Time Periods]

3. Special Program Parameters

[Insert description of additional program restrictions and how DCTA and Lyft will partner to qualify customers for program and identify customers for Partner Code usage]

4. **Reporting:** Each month, along with the invoice, Lyft will provide Partner with report regarding the usage of the Partner Codes. Each report shall include the data fields as outlined in **Attachment 2**.

Partner Obligations.

1. Partner agrees to pay for any usage of the Partner Codes, subject to the terms and conditions herein. Any amount of the ride fare that is greater than the credit value of the Partner Code, Lyft shall charge the User's personal payment amount as associated with the User's Lyft account.
2. **[Budget]** – The parties agree that the intention of this Agreement is to ensure Partner does not spend or incur a payment obligation of more than [\$\$XX] associated with Partner Codes ("**Budget**"), unless modified or amended in writing by Partner. Lyft shall implement reasonable procedures to cancel or suspend Partner Codes within two (2) business days of reaching or surpassing the Budget.

6. **Fees; Payment.**

Each month during the Term, Lyft will invoice Partner for the full dollar amount for all charges associated with Concierge rides requested by Partner and Partner Codes redeemed by Partner or Users for the preceding month. Payment is due within thirty (30) days of invoice date. All late payments shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the Partner Codes from Lyft to Partner, Partner is responsible for any and all activity relating to the Partner Codes and will indemnify Lyft for any claims related to Partner's use thereof. Lyft has the right to invoice Partner for any usage of Partner Codes by Partner or Users, even after expiration of the Term.

7. **Contacts.**

For Lyft:

Name:
Phone:
Email:

For Partner:

Name:
Phone:
Email:

ATTACHMENT 1
[Program Map Area]

ATTACHMENT 2
[Monthly Data Reporting]

Lyft & Denton County Transportation Authority

Adobe Sign Document History

07/07/2017

[illegible]











Created: 06/30/2017

By: Kimberly Jenkins (kjenkins@lyft.com)

Status: Signed

Transaction ID: CBJCHBCAABAADppUdGtAuGt4ESFxLUCGhTGwyn6mo2at

"Lyft & Denton County Transportation Authority" History

-  Document created by Kimberly Jenkins (kjenkins@lyft.com)
06/30/2017 - 7:41:16 PM PDT- IP address: 13.108.238.8
-  Document emailed to Joe Gorfida (jgorfida@njdhs.com) for signature
06/30/2017 - 7:44:14 PM PDT
-  Document viewed by Joe Gorfida (jgorfida@njdhs.com)
07/02/2017 - 9:30:10 AM PDT- IP address: 107.77.201.107
-  Document viewed by Joe Gorfida (jgorfida@njdhs.com)
07/03/2017 - 7:14:28 AM PDT- IP address: 38.88.231.170
-  Document e-signed by Joe Gorfida (jgorfida@njdhs.com)
Signature Date: 07/03/2017 - 10:27:55 AM PDT - Time Source: server- IP address: 38.88.231.170
-  Document emailed to Anna Mosqueda (amosqueda@dcta.net) for signature
07/03/2017 - 10:27:56 AM PDT
-  Document viewed by Anna Mosqueda (amosqueda@dcta.net)
07/06/2017 - 9:23:26 AM PDT- IP address: 68.113.204.55
-  Document e-signed by Anna Mosqueda (amosqueda@dcta.net)
Signature Date: 07/06/2017 - 9:26:25 AM PDT - Time Source: server- IP address: 68.113.204.55
-  Document emailed to David Baga (david.baga@lyft.com) for signature
07/06/2017 - 9:26:26 AM PDT
-  Document viewed by David Baga (david.baga@lyft.com)
07/06/2017 - 9:26:36 AM PDT- IP address: 24.70.18.220



Document viewed by David Baga (david.baga@lyft.com)

07/07/2017 - 9:37:02 PM PDT- IP address: 66.102.6.6



Document e-signed by David Baga (david.baga@lyft.com)

Signature Date: 07/07/2017 - 9:37:38 PM PDT - Time Source: server- IP address: 24.70.18.220



Signed document emailed to Anna Mosqueda (amosqueda@dcta.net), Joe Gorfida (jgorfida@njdhs.com), Paul Davis (pdavis@Lyft.com), David Baga (david.baga@lyft.com), and 1 more

07/07/2017 - 9:37:38 PM PDT



POWERED BY
Adobe Sign

Jeremy Lewallen

From: Jim Cline
Sent: Tuesday, July 11, 2017 8:12 AM
To: Anna Mosqueda; Jeremy Lewallen
Subject: RE: Lyft & Denton County Transportation Authority between lyft, Joe Gorfida, Anna Mosqueda, and 1 more is Signed and Filed!

I approve.

James C. Cline, Jr., P.E.
President
Denton County Transportation Authority
1955 Lakeway Drive, Ste. 260
Lewisville, TX 75057
972-221-4600
jcline@dcta.net



From: Anna Mosqueda
Sent: Tuesday, July 11, 2017 2:43 AM
To: Jeremy Lewallen <jlewallen@dcta.net>; Jim Cline <jcline@dcta.net>
Subject: Fwd: Lyft & Denton County Transportation Authority between lyft, Joe Gorfida, Anna Mosqueda, and 1 more is Signed and Filed!

Jeremy attached is notification for fully executed Lyft contract.

Jim-- this is the contract that I signed electronically.
Would you please send Jeremy email confirming
your approval for me to execute on your behalf
Your memo was thorough July 3 and I did don
Electronic signature until after.

Thxs
Anna Mosqueda
DCTA

Begin forwarded message:

From: "lyft" <echosign@echosign.com>
To: "David Baga" <david.baga@lyft.com>, "Anna Mosqueda" <amosqueda@dcta.net>,
"Kimberly Jenkins" <kjenkins@lyft.com>, "Joe Gorfida" <jgorfida@njdhhs.com>
Cc: "Paul Davis" <pdavis@Lyft.com>
Subject: Lyft & Denton County Transportation Authority between lyft, Joe Gorfida, Anna Mosqueda, and 1 more is Signed and Filed!

Amendment No. 1 to the General Services Agreement

THIS AMENDMENT NO. 1 ("*Amendment*") is hereby entered into as of June Jun 19, 2020, 2020 (the "*Amendment Effective Date*"), between Lyft, Inc., a Delaware corporation, located at 185 Berry St., Suite 5000, San Francisco, CA 94107 ("*Professional Contractor*" or "*Lyft*") and Denton County Transportation Authority, located at 1955 Lakeway Drive, Suite 260, Lewisville, TX 75057 ("*Partner*") and amends that certain General Services Agreement between the parties, effective on or around July 7, 2017 (as amended, "*Agreement*"). Any capitalized term used but not defined herein shall have the meaning ascribed to it in the Agreement.

RECITALS

WHEREAS, Partner wishes that Lyft provide certain eligible participants ("*Users*") additional services and Programs (as further defined at <http://get.lyft.com/enterprise-product-descriptions>), to use for Lyft Standard Rides.

WHEREAS, Partner and Lyft both understand and agree that these additional services and Programs are to be used in accordance with the Agreement and the Amendment, as set forth below.

NOW, THEREFORE, in consideration of the terms contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement and agree as follows:

1. Section 1 (Background) of the Agreement shall be deleted in its entirety and replaced with the following:

Background. Lyft operates a multimodal, transportation-as-a-service ridesharing platform ("*Lyft Platform*") and mobile application (the "*Lyft App*") which allows authorized users ("*Riders*") the opportunity to request a ride from one location to another (each, a "*Ride Request*"). Independent contractors as authorized users of the Lyft Platform ("*Drivers*") providing driving services using their own vehicles may accept Ride Requests from Riders in order to provide such Riders with transportation services ("*Driving Services*"). Once a Ride Request is accepted by a Driver, and a Driver and Rider are matched via the Lyft App, Rider may enter the Driver's vehicle and receive Driving Services from one location to another (each, a "*Ride*"). For clarity, a Ride commences once the Rider enters the Driver's vehicle and lasts until the Rider exits the Driver's vehicle.

2. The following language is hereby added to the Agreement as Section 15:

15. Notice and Consents

15.1 Notices. As applicable, Partner is obligated to notify Partner Riders that Partner will receive information related to certain Rides, including but not limited to, for example, name of Rider, time of ride, and ride cost. Partner agrees that all Riders completing an

application to receive Lyft Concierge Services consent to the following language: “By accepting Lyft Concierge Ride services, you consent to Lyft’s rider Terms of Service, which is available at <https://www.lyft.com/terms>.”

15.2 Automated Text Messaging or Calls. If Partner uses Concierge and provides Lyft with the phone numbers of Riders or other individuals via the Services, Partner represents and warrants that it has all rights, permissions, and consents necessary under the Telephone Consumer Protection Act (“TCPA”) and any other applicable federal, state and local laws, rules or regulations for Partner and/or Lyft to use an automatic telephone dialing system to call, text or otherwise contact the recipient associated with the phone number provided by Partner (whether a Rider or otherwise) including via SMS message or voice call, in relation to a Ride taken by a Rider, and/or Partner’s use of the Services. Partner acknowledges and agrees that by providing an individual’s phone number via the Services for any purpose, such individual (whether a Rider or otherwise) shall receive automated communications, including but not limited to SMS messages or phone calls relating to a Ride, and/or Partner’s other uses of the Services. Partner further acknowledges and agrees it will not send personally identifiable information or other sensitive information in relation to the content of SMS messages and calls made by Partner through the Services.

15.3 Emails. If Partner uses Codes, Credits or Business Profiles and provides Lyft with the email addresses of Riders or other individuals, Partner represents and warrants that it has all rights and permissions necessary under the Controlling the Assault of Non-Solicited Pornography And Marketing Act (CAN-SPAM Act) and any other applicable federal, state, and local laws, rules or regulations for Lyft to email such persons.

15.4 Data Usage. Partner consents on behalf of itself and each Rider to allow Lyft to use any Rider information provided by Partner to (i) transmit a request via the Lyft Platform to available Drivers; (ii) send automated transactional communications, including but not limited to SMS texts or phone calls, to the Rider relating to the Ride or the provision of the Services; (iii) share the Rider information with the Driver who accepted the Request, provided that the Driver will only receive the first name of the Rider and pick up and drop off location; and (iv) use and store the Rider information for the internal purposes of Lyft, subject to Lyft’s Privacy Policy (<https://www.lyft.com/privacy>). Partner also consents on behalf of itself and each Rider to allow Lyft to share any Partner or Rider information with its authorized vendors, service providers, and subcontractors for purposes of performing its obligations hereunder.

3. Confidentiality. The following language is hereby added to the end of Section 6.2 in the Agreement.

“Notwithstanding anything contained herein to the contrary, unless specifically required in accordance with the Texas Public Information Act, the parties acknowledge the Users personally identifiable information (“Users PII”) will be redacted from any disclosure

request in accordance with Lyft's Privacy Policy and applicable privacy laws. Partner will promptly notify Lyft of any request for User PII promptly, in advance when possible, to allow Lyft to take necessary measures, at Lyft's expense, to prevent the disclosure thereof."

4. **Representations and Warranties.** The following language is hereby added to the end of Section 8.1 in the Agreement.

"Both parties acknowledge and agree that Lyft is not performing transportation services for the general public under this Agreement, and therefore this Agreement shall not be subject to 49 C.F.R. §37.23. Additionally, Partner represents and warrants that it will not use the Lyft Platform or service in any manner that violates industry standards, and applicable regulations, policies, or guidance, published by the FTA (Federal Transit Administration) at <https://www.transit.dot.gov/shared-mobility> or <https://www.transit.dot.gov/>. Prior to any Rides taken under this Agreement, Partner represents and warrants that Partner will notify its Users that such Users' personal information may be subject to applicable public disclosure laws and subsequently be made public following requests for such information."

5. **Indemnification.**

- a. Section 10.1(v) "willfull misconduct by Lyft or its employees or subcontractors in the performance of the services hereunder" shall be deleted and replaced with the following:

"Driver's violation of applicable law during the Ride causing any bodily injury or property damage"

- b. The following language is hereby added as a new Section 10.3 in the Agreement.

Indemnification by Partner. Because Partner is prohibited by law from agreeing to indemnification of Lyft, it is agreed that in the event that Lyft is subject to a third-party claim arising from Partner's violation of applicable law, including privacy laws as to the collection, use and transfer of any Rider personally identifiable information, Lyft may suspend the Services and subsequently terminate this Agreement upon thirty (30) days written notice without penalty."

6. **Limits of Liability.** The following language is hereby added to the end of Section 11 (Limits of Liability).

"THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY PARTNER FOR FEES INCURRED BY

USERS, NOR SHALL IT LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY."

7. Insurance. Section 12 in the Agreement is hereby deleted in its entirety and replaced with the following:
- a. "Insurance. During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages:
 - i. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 for each accident.
 - ii. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate for bodily injury and property damage. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, product and completed operations, personal and advertising injury and contractual liability.
 - iii. Commercial Automobile Liability Insurance with limits of \$1,000,000 for each accident for third party bodily injury and property damage, including Uninsured/Underinsured motorist coverage with limits in accordance with local regulations.
 - iv. Lyft shall include Partner as an additional insured via blanket endorsement on its Commercial General Liability Insurance Policy for the Term of this Agreement. All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Partner may carry and will contain a waiver of subrogation against Partner and its insurance carrier(s) with respect to all obligations assumed by Lyft under this Agreement. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect Lyft's other obligations or liabilities set forth in this Agreement."
8. Miscellaneous. Except as otherwise modified and amended by this Amendment, the Agreement is unmodified and shall remain unchanged and in full force and effect. Where there is a conflict between the Agreement and the Amendment, this Amendment shall control.

[Signatures follow.]

IN WITNESS HERETO, the parties have executed this Amendment as of the
Amendment Effective Date.

PARTY

LYFT, INC.

By: 

By: _____

Printed

Printed

Name: Kristina Holcomb

Name: Mark Roberts

Title: DCTA Deputy CEO

Title: Director, Business Strategy

Date

Date Jun 19, 2020

Signed: June 23, 2020

Signed: 
Mark Roberts (20110, 4048 0000700)

Board of Directors Memo

August 27, 2020

SUBJECT: Consider Authorizing CEO to Execute Task Order 3 with Irving Holdings for MUTD Services

Background

The current Irving Holdings Task Order 2, for MUTD taxi operations with a budget of \$137,000, expires September 30, 2020. In addition, the MUTD Board originally requested the current taxi voucher/subsidy program, operated by Irving Holdings, shift to a flat rate fare program. The MUTD Board has now directed staff to amend the subsidy from 25/75 to 85/15 to lower the customer cost using the existing program with Irving Holdings. This requires a programmatic amendment to the task order. Extending the task order to December 31, 2020 would align the agreement with the City of McKinney Interlocal Agreement Amendment 4 that also expires on December 31, 2020. The new draft Task Order 3 has been prepared for the Board's review and consideration for a term of three months and a budget of \$47,000, which includes Irving Holding's administrative fee (DCTA's administrative fee to be charged to MUTD separately).

The current Task Order 2 budget of \$137,000 is calculated based on on the total cost of Irving Holdings operating taxi service. From October 2019 through June 2020, the invoiced costs of the current task order equated to \$99,526. Excluding COVID decreases in ridership, the trend has been a steady increase in both ridership and, as a result, cost. FY19 costs averaged \$11,478 per month (~annual spend of \$137,736). Pre-COVID, FY20 was averaging \$15,415 per month from October 2019 through February 2020 (~annual spend of \$184,980).

As such, staff is recommending a three-month budget of \$47,000 for Task Order 3. DCTA's administrative fee would be charged directly to MUTD on top of the \$47,000. If the Interlocal Agreement with the City of McKinney is negotiated for 2021, the Irving Holdings Task Order would also be re-considered, but would continue to be aligned with the ILA going forward.

Identified Need

The current Interlocal Agreement with the City of McKinney for MUTD services expires on December 31, 2020, while the current Irving Holdings Task Order expires on September 30, 2020. Staff recommends executing Task Order 3 to accommodate an extension to align with the ILA and to address the programmatic and budgetary changes necessary to the continued success of MUTD's taxi program provided by Irving Holdings.

Financial Impact

Proposed Task Order 3 increases the monthly budget from an estimated \$11,417 to \$15,667 to accommodate the high usage of the service. DCTA will be fully reimbursed by the City of McKinney for the Irving Holdings service including appropriate administrative fees.

Recommendation

Staff recommends the Board authorize the CEO to execute Task Order 3 with Irving Holdings for a term of three months (October 1, 2020 – December 31, 2020), a budget of \$47,000, and appropriate administrative fees.

Exhibits

- Exhibit 1: Irving Holdings Parent Contract
- Exhibit 2: Task Order 1
- Exhibit 3: Task Order 2
- Exhibit 4: Task Order 3 Draft



Submitted By: 
Lindsey Baker, Director of Government Affairs

Final Review: 
Nicole Recker, VP of Mobility Services and Administration

Approval: 
Raymond Suarez, CEO

STATE OF TEXAS §
 §
 § **AGREEMENT FOR ON-CALL TAXI AND NON-
 COUNTY OF DENTON § EMERGENCY TRANSPORTATION SERVICES**

This Agreement for On-Call Taxi and Non-Emergency Transportation Services ("Agreement") is made by and between Denton County Transportation Authority ("DCTA") and Irving Holdings, Inc. ("Contractor") (collectively referred to as "Parties" and individually as a "Party"), acting by and through their authorized representatives.

Recitals:

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

WHEREAS, Contractor desires to render on-call and non-emergency transportation services, subsidized in whole or in part by DCTA, to areas where existing fixed route transportation service cannot be supported, as more fully set forth in Exhibit "A" and Exhibit "B", attached hereto and incorporated herein, 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 the last day of execution 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 three (3) additional one (1) year terms (each a "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, as the case may be.

1.3 Either Party may terminate this Agreement by giving sixty (60) days prior written notice to the other Party. In the event of such termination, Contractor shall be entitled to compensation for any services completed up to the time of the termination.

Article II
Contract Documents

2.1 This Agreement consists of the following items:

- A. This Agreement;
- B. DCTA Solicitation RFP 17-27 "On-Call Taxi and Non-Emergency Transportation Services" and all addenda thereto, ("DCTA RFP 17-27"), (attached as Exhibit "A"); and
- C. Contractor's Response to DCTA RFP 17-27 (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

Contractor shall provide the services specifically set forth in Exhibit "A" and Exhibit "B".

Article IV Schedule of Work

Contractor agrees to commence services upon written direction from DCTA and to complete the required services in accordance with a work schedule established by mutual agreement of both DCTA and Contractor (the "Work Schedule"). Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from DCTA shall be entirely at Contractor's own risk.

Article V Pricing; Subsidization

Contractor's estimated fare charges for each service product are set forth in Exhibit "B". DCTA shall subsidize, in part or in whole, the total trip cost for each qualifying one-way trip.

Article VI Devotion of Time; Personnel; and Equipment

6.1 Contractor 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, Contractor 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 Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor 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 Contractor.

6.3 Contractor 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, Contractor 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 Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of DCTA. Contractor 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 Contractor, require Contractor to complete regular oral or written reports, require Contractor devote its full-time services to DCTA, or dictate Contractor's sequence of work or location at which Contractor performs its work.

Article VIII Insurance

Contractor 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". Contractor shall provide signed Certificates of Insurance verifying that Contractor 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 Contractor may only be reimbursed 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 FTA Contractual Requirements

Contractor shall comply with all Federal Transportation Administration requirements set forth in Exhibit "A".

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. Contractor may not assign this Agreement in whole or in part without the prior written consent of DCTA. In the event of an assignment by Contractor 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:

James C. Cline, Jr., P.E.
President
DCTA
1660 S. Stemmons, Suite 250
Lewisville, Texas 75067
Phone: 972-221-4600

With Copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: 214-965-9900

If intended for Contractor:

Jack D. Bewley
President
Irving Holdings, Inc.
2515 Irving Boulevard
Dallas, Texas 75207
Phone: 817-534-7777

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. **CONTRACTOR AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, DENTON COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "DCTA"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF DCTA AND CONTRACTOR, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF DCTA, CONTRACTOR, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON CONTRACTOR'S BEHALF, CAUSED BY CONTRACTOR, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR**

AFTER COMPLETION OF THE CONTRACT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

CONTRACTOR ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DCTA FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF DCTA TO ANY SUCH SUIT AT ITS COST AND EXPENSE.

CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON CONTRACTOR'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, EXCEPT TO THE EXTENT THAT DCTA IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF CONTRACTOR'S OR ANY OTHER PERSON WORKING ON CONTRACTOR'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR CONTRACTOR UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE CONTRACTOR AND DCTA, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC

AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

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

11.14 Audits and Records. Contractor 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 Contractor'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. Contractor represents that no official or employee of DCTA has any direct or indirect pecuniary interest in this Agreement.

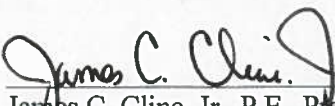
11.16 Compliance with Federal, State & Local Laws: Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including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

11.17 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.


(signature page to follow)

EXECUTED this 25TH day of August, 2017.

Denton County Transportation Authority

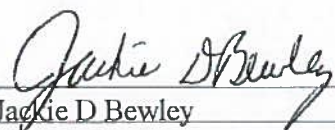
By: 
James C. Cline, Jr., P.E., President

Approved as to form:

By: 
Peter G. Smith, General Counsel
(08-23-2017/89435)

EXECUTED this 24th day of August, 2017.

Irving Holdings, Inc.

By: 
Name: Jackie D Bewley
Title: President

Solicitation 17-27

On-Call Taxi and Non-Emergency Transportation Services

Bid Designation: Public



Denton County Transportation Authority

Bid 17-27**On-Call Taxi and Non-Emergency Transportation Services**

Bid Number 17-27
Bid Title On-Call Taxi and Non-Emergency Transportation Services

Bid Start Date Jun 22, 2017 5:14:29 PM CDT
Bid End Date Jul 20, 2017 3:00:00 PM CDT
**Question &
Answer End
Date** Jul 6, 2017 5:00:00 PM CDT

Bid Contact Jeremy Lewallen
Procurement Coordinator
jlewallen@dcta.net

Description

DCTA is seeking service proposals for efficient and effective non-emergency medical supplemental transportation services, subsidized in whole or in part through DCTA, to areas where existing fixed route transportation service cannot be supported.



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	17-27 / REQUEST FOR PROPOSALS		
TITLE	On-Call Taxi and Non-Emergency Transportation Services		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	N/A	PRE BID/PROPOSAL MEETING LOCATION	N/A
QUESTIONS DUE	July 6 th , 2017 by 5:00 PM	RESPONSES TO QUESTIONS RELEASED	July 13 th , 2017 by 5:00 PM
DUE DATE/TIME	July 20 th , 2017 at 3:00 PM		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Jeremy Lewallen procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all bid/proposal packages shall be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Jeremy Lewallen SOLICITATION #: 17-27 Lewisville, Texas 75057</p> <p>Bid/Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	BIDS/PROPOSALS SHALL REMAIN VALID FOR 60 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal N/A		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate N/A		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE			DATE

SCOPE OF WORK, TERMS AND CONDITIONS

1. CONTRACT

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

2. CONTRACT TERM

The initial term of the contract shall be for two (2) years with the option to renew for three (3) additional one (1) year terms. The contract will automatically renew each year unless either party provides a written notice sixty (60) days prior to the renewal date of their intent not to renew.

3. BACKGROUND

The Denton County Transportation Authority (DCTA) is a coordinated county transportation authority created by House Bill 3323, under Chapter 460 of the Texas Transportation Code, approved by the 77th Texas Legislature and signed into law by the Governor in 2001. On November 5, 2002, the voters in Denton County approved the confirmation of DCTA by 73%. DCTA is funded by a one-half of one percent sales tax from the cities of Lewisville, Highland Village and Denton. DCTA is also a recipient of Federal Transit Administration (FTA) grants.

DCTA currently operates transit service throughout its service delivery area. These services include fixed route services in Lewisville and Denton, general public demand response and limited stop community shuttle service in Highland Village, demand response / paratransit service in Lewisville and Denton, and county-wide commuter vanpool service. DCTA also operates A-train, the commuter rail service connecting to the Dallas Area Rapid Transit (DART) light rail system that serves the greater Dallas area. The agency provides the local campus shuttle service for the University of North Texas and regional campus connectors for the North Central Texas College campuses in Corinth and Flower Mound, and jointly operates a commuter bus connecting Denton and downtown Ft. Worth. DCTA also contracts with the cities of Frisco and McKinney to provide service to older adults and individuals with disabilities through a demand response and taxi voucher service model.

DCTA has regular conversations with both the member communities (Highland Village, Denton, and Lewisville) and neighboring non-member communities about service expansion and delivery. Denton County and surrounding community populations are some of the fastest growing counties in North Texas and are an integral part of region's rapid growth. With population growth and development comes an increased need for public transportation. While the essential components of DCTA's services are based on the fixed route bus service and the A-train commuter rail service, it is also part of DCTA's strategic plan and business model to provide a wide range of transportation solutions to the public. While population in DCTA's service area is increasing, the area remains, for the most part, a low-density suburban area with limited needs for traditional transit services. While there are some significant concentrations of low-income transit dependent populations that are currently served adequately by fixed route bus and rail service, many communities and neighborhoods within the area have the use of personal vehicles but would like the option of utilizing public transportation for routine trips, regular commutes, and other purposes.

DCTA has developed additional alternative transportation services over the past several years to meet this demand. The authority began a vanpool program in 2010. In 2015, the DCTA developed a

Connect Shuttle service in Highland Village that offers limited-stop service during peak weekday periods, connecting employment centers, parking facilities and other DCTA services that are the main ridership generators in this affluent suburban member community with low density. Providing mobility services for senior populations is a particular challenge in auto-dependent areas where walking or driving can be a safety hazard to those with limited physical abilities. Member and non-member communities have contracted with DCTA to provide transportation services to this market, primarily through a demand response program where customers request trips in advance and are picked up and dropped in specific locations.

4. PROJECT DESCRIPTION

The Denton County Transportation Authority (DCTA), a county-wide transportation authority and political subdivision of the State of Texas, is soliciting proposals from qualified vendors to provide non-emergency medical transportation services in areas where the agency determines that fixed-route traditional transportation services are unavailable and/or not cost effective. Firms selected by DCTA will be contracted to provide service proposals for efficient and effective non-emergency medical supplemental transportation services, subsidized in whole or in part through DCTA, to areas where existing fixed route transportation service cannot be supported.

The selection of vendors will be based in accordance with the evaluation criteria set forth in this document and the procurement requirements of state and federal law. DCTA will identify the most qualified firm(s) and endeavor to negotiate fair and reasonable rate(s) for services to be provided.

5. AGENCY OBJECTIVES

- Provide cost effective transportation services to communities in partnership with DCTA,
- Provide customized transportation solutions to client communities without utilizing agency vehicles or deploying traditional transit products,
- Provide a rapid response when service gaps exist,
- Provide a safe and secure environment for our customers,
- Collect ridership data to identify additional expansion of service with partners.

6. PROJECT SCOPE

DCTA is seeking contractors to provide non-emergency medical transportation services within member and non-member communities in areas where the agency determines that fixed-route traditional transportation services are unavailable and/or not cost-effective and as an alternative to traditional paratransit service. The agency desires to increase the use of non-traditional transit products which allow the agency to respond to the demands of various ridership markets. Specific transportation programs will be determined based on the specific needs of communities and regions through the service planning process DCTA will facilitate. Contractors selected through this RFP process will be qualified to provide customized service proposals to DCTA on an on-call basis.

The following list only represents the minimum requirements. DCTA encourages proposers to recommend additional innovative service features that could meet the agency objectives of this proposal.

7. CUSTOMIZED TRANSPORTATION SERVICE OFFERINGS

Proposal should address the firm's capacity and ability to provide the following:

7.1 Transportation Voucher Program

- 7.1.1 Work with DCTA, partner organizations, and community staff to develop an electronic voucher program that will allow for customers to easily pay for a ride subsidized by the agency.

- 7.1.2 Train drivers to process partial subsidies and charge the remainder of the trip cost to the agency based on the specific program proposal.
- 7.1.3 Work with DCTA to ensure that ride subsidies are documented and billed to agency on a regular basis.
- 7.1.4 Use available technologies when appropriate, including electronic fare cards and card readers, to ensure fast customer processing and ease of use.
- 7.2 Supplemental Service
 - 7.2.1 Provide ADA and non-ADA paratransit service utilizing own fleet of accessible vehicles.
 - 7.2.2 Performing prescheduled trips, using a driver manifest provided a day before that will be assigned to a contracted driver.
 - 7.2.3 Provide same-day service via agency dispatch when agency demand-response fleet is at capacity.
 - 7.2.4 Utilize a prequalified list of passengers provided by agency or its partners to provide specific transportation services under agency determined parameters, and train drivers accordingly to qualify passengers and process any fare subsidies.
- 7.3 Real-Time Demand Response Service
 - 7.3.1 Work with DCTA to expand and enhance existing service through the agency's Demand Response transportation program.
 - 7.3.2 Supplement existing Demand Response trips through contractor's use of own ADA accessible fleet vehicles.
 - 7.3.3 Contract with DCTA to create new real-time demand response transportation programs in areas where DCTA is currently not operating.
 - 7.3.4 Work with DCTA to collect a standard fare for each subsidized ride based on predetermined fare and cost structure for the agency's program while charging agency for the remaining trip amount based on contractor's standard rates and fees.
 - 7.3.5 Provide on-demand ride services to the general public on certain dates and at certain times as determined by DCTA for trips originating or terminating at specified locations and originating or terminating at key locations determined by DCTA and the agency's client communities (i.e., geo-fencing).
 - 7.3.6 Furnish a secure, user-friendly mechanism that allows DCTA to define geographic parameters for trip eligibility and date and time applicability.
- 7.4 Innovative Transit Solutions
 - 7.4.1 Propose innovative cost-effective and efficient service models that provide non-traditional transit service to all of DCTA's potential markets.
 - 7.4.2 Provide innovative solutions to address transportation market demand that are specifically outlined in previous sections of this scope, utilizing the most cutting edge industry trends that can provide DCTA with new products.
 - 7.4.3 Provide service models that utilize the latest technologies for customer service and ride requests, including the use of mobility apps and smartphone based transportation tools.
- 7.5 Fare Payment Structures

Service should allow for the following options:

- 7.5.1 DCTA-provided subsidy toward the total trip cost for each qualifying one-way trip. Subsidy should be flexible and capable of being adjusted based on changing program and budget needs.
- 7.5.2 Fixed fare for a passenger with the ability for DCTA to subsidize the cost for the remainder of the trip at the regular rates
- 7.5.3 Deductions of fare from a preloaded passenger account
- 7.5.4 Fare payment options for unbanked customers
- 7.5.5 Temporary or promotional fare discounts that passengers can access through the entry of a promotional code
- 7.6 Policy and Administrative Factors
 - 7.6.1 Ability of Contractor to provide customized on-call transportation services via an agency task order. **Exhibit A** provides a format in which the Task Orders are to be outlined. The agency task order will contain specific service parameters, including but not limited to service areas, service times, and discount / subsidy arrangement.
 - 7.6.2 Ability of Contractor to provide DCTA with ridership reports with invoices and within an agreed upon time frame.
 - 7.6.3 Ridership reports should include but not limited to:
 - Trip origin and destination address
 - Trip mileage
 - Number of passengers/trip
 - Fare collected
 - Scheduled pick-up and drop-off times
 - Actual pick-up and drop-off times
 - Trip denials and reason for denial
 - And other data as needed to fulfill state and federal reporting requirements
 - 7.6.4 Ability to ensure an adequate service delivery in defined geographic areas and at defined times
 - 7.6.5 Ability to provide support and coordinate with DCTA Communications and Marketing Team to promote programs to the general public and designing and producing marketing materials for distribution to potential riders, as necessary
 - 7.6.6 Availability of additional tracking measures of program success, such as trip information by location, reporting by time period, and trip origin and destination information
 - 7.6.7 Ability of contractor to work within current government regulatory framework for transportation services and to adapt service proposals and promotional agreements to different public transportation funding sources. Contractor shall comply with audit, TxDOT, FTA, and National Transit Database reporting and compliance requirements.
 - 7.6.8 Participate as necessary in meetings with agency and its client partners to ensure success of the program
 - 7.6.9 Operate, as necessary, transportation service, including call center operations, scheduling, dispatching, driver operations and management, vehicle maintenance, safety, and licensing requirements, fare and data collection, as well as reporting

- 7.6.10 Contractor shall ensure that all operators are fully compliant with USDOT/FTA drug and alcohol testing policies as applicable and that background checks are performed with appropriate record keeping by the contractor or its subs
- 7.6.11 Accident Reporting: While a driver is in service of this contract, all traffic accidents, regardless of severity, shall be reported to the appropriate local law enforcement agency, as required by law. The Contractor will advise such agency of the accident and request a police unit and/or emergency services to respond. DCTA (or their designee), shall be notified in writing by the Contractor any accident or incident within 24 hours of such an event. In cases involving injury or property damage, the Contractor shall notify DCTA immediately upon receipt by Contractor of such knowledge.
- 7.7 Mobile Transportation Technology
 - 7.7.1 Ability of a transportation service to be facilitated by the way of an online platform accessible via a website and mobile devices
 - 7.7.2 Trips have the option of being scheduled through a mobile application available for free download through major outlets such as Apple store and Google play
 - 7.7.3 Any additional technology innovations that could facilitate a more streamlined process for customers to book an on-demand trip by a supplementary transportation provider

END OF SCOPE OF WORK

PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted on standard 8-1/2" x 11" paper and should describe the firm, consultant(s), and key staff members who will be directly involved, a list of references, statement of qualifications; and other information relevant to the services offered and expertise provided by the respondent.

The respondent shall submit one (1) signed original and three (3) copies of the proposal in the described proposal format. The proposal shall not exceed 25 double sided pages.

The page count shall not include:

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

Each technical proposal shall include the following information:

LETTER OF TRANSMITTAL

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

- Company name, address, telephone number(s), and website
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed
- A brief statement of your understanding of the services to be performed and a positive commitment to provide services as specified
- The letter must be signed by a corporate officer or person authorized to bind the proposer to the proposal and cost schedule
- A statement indicating that the proposal and cost schedule will be valid and binding for sixty (60) days following the proposal due date, and will become part of the contract

TAB 1: QUALIFICATIONS AND EXPERIENCE

- Briefly introduce firm, providing a summary of the administration, organizations and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names for the core management team which will undertake this engagement.
- Identify the project manager and each individual who will work as part of this engagement. Include any professional designations and affiliations, certifications and licenses, etc. or other information that will illustrate the technical competence of the proposed personnel.
- Describe experience of the firm in the last 36 months in performing services in similar size and scope, highlighting work in the public sector.
- Provide information on the size of the firm's customer base, nationally and regionally, and the number of vehicles utilizing firm's technology.
- Demonstrate the firm's knowledge and understanding of the Service required by DCTA.
- Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project.

TAB 2: PROJECT APPROACH

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

Additionally, this section must be divided into three subsections:

A. Introduction to Firm

- Detail the firm's approach to meeting the scope of services defined herein
- Indicate in a narrative format the firm's understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assignments.
- Provide a summary, including why the firm is pursuing the work and how the firm is qualified to perform the services.

B. Address all elements of Project Scope:

The proposal should specifically address the minimum required elements of the Project Scope referenced earlier in this solicitation, which include:

- Customized Transportation Service Offerings
- Fare Payment Structures
- Policy and Administrative Factors
- Mobile Transportation Technology

C. Additional Administrative Factor Information

- Support availability (days of week and time)
- Provide a brief description of rates and variances with triggering events or thresholds
- Provide a brief description of how driver supply will be ensured and adjusted based on use at qualifying locations
- Provide a brief description of customer support in the event of an issue with activation of the agency-provided subsidy or other disruption to typical practices
- Provide a brief description and example of an invoice
- Provide an example of a ridership report that the agency can use to measure service success
- Describe process and criteria for hiring drivers to ensure safe service delivery
- Provide any joint marketing and communications guidelines that must be followed
- Financial Statement: Provide evidence of adequate operating costs

TAB 3: REFERENCES

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

TAB 4: PRICING

Section shall include fare estimates and the base on which the firm calculates fares for each product they are offering in this proposal. Additionally, this section should address the cost to DCTA for the firm in the development and implementation of potential service programs. The proposed pricing shall include all costs necessary to fully complete the project.

TAB 5: ATTACHMENTS

Include company brochure, copies of referenced certifications, and any other attachments as part of this submittal.

TAB 6: APPENDIX

The following documents/forms will be completed by the Offeror and must be submitted with the Technical Proposal:

- Attachment A Certification and Restrictions on Lobbying
- Attachment B Government Wide Debarment and Suspension
- Attachment C Conflict Of Interest Questionnaire
- Attachment D Bidder's Questionnaire
- Attachment E Affidavit of Non-Collusion

Each Proposer shall submit a detailed response to the RFP. The response shall include sufficient information to enable the Denton County Transportation Authority to evaluate the capabilities of the Proposer and its approach to providing the specified services. Best Value will be the base for the evaluation. Unnecessarily elaborate or voluminous responses are neither required nor wanted. The 25-page limit and other requirements described shall be enforced. Discussion of the firm's past experience, which is not related to the specified services, should not be included. The response shall specifically address the issues raised, and provide the information requested.

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

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

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

EVALUATION AND SELECTION

1. GENERAL RESPONSIVENESS

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

2. EVALUATION OF PROPOSAL

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

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

SCORING CRITERIA	WEIGHT
Experience and Qualifications: Experience of the firm in the last 36 months in performing services in similar size and scope. Demonstration of the firm's knowledge and understanding of the services required by DCTA. Size of customer base and install base.	25
Schedule: Provide detailed schedule for project development and implementation, and turnaround time for services requested. Proposer will be evaluated on the ability to implement program in an efficient time frame, and to be able to quickly adapt to program needs as they change.	5
Understanding Proposed Work Plan: Address the Proposers understanding of the purpose, goals and objectives of this solicitation. Demonstrate a customer interface and experience that will allow an ease of scheduling trips and applying discounts. Addresses the availability of drivers at times of high demand of service. Demonstrate an understanding of public transportation and the methods of integration of provided services in a transit agency's organizational and operational structure. Discuss technological testing and quality assurance procedures.	25
Fare Payment Structures: Addresses the proposers understanding of the different modes and methods of payment for customer fares, including agency provided discounts, fixed fares for passengers, and temporary discounts. Demonstrate ability to work with the unbanked. Address the interface experience with DCTA staff, including discount set-up, invoicing, and tracking capabilities	20

Policy and Administrative Factors:	15
Address the ability of Proposer to provide ridership reports and detailed data. Demonstrate ability to work with customers without smartphones. Understanding of Federal regulations on public transportation funding and the ability to develop service proposals that fit within government transportation regulations. Address planned marketing and communications activities included in the partnership (no additional cost). Addresses financial and accounting background to ensure ability to perform tasks for length of contract.	
Cost	
Address estimated costs to customer for transportation services, and agency costs for coordinating with contractor for planning and implementation. Price proposals will include all costs to implement service program, including training.	10
TOTAL	100

3. TECHNICAL EVALUATION

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

4. INTERVIEWS

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

5. BEST AND FINAL OFFER

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

6. CONTRACT AWARD

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

GENERAL TERMS AND CONDITIONS

1. CANCELLATION

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

2. EVALUATION AND AWARD OF CONTRACT

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

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

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

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

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

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

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

3. ADDENDUM

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

4. PROOF OF INSURABILITY

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

5. CONFIDENTIALITY

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

6. TAXES

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

7. INDEMNIFICATION

IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, PROPOSER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, DENTON COUNTY, AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, , EMPLOYEES, AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES" AND INDIVIDUALLY AS "INDEMNITEE"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF ONE OR MORE INDEMNITEES AND PROPOSER, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF ONE OR MORE INDEMNITEES, PROPOSER, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON PROPOSER'S BEHALF, CAUSED BY PROPOSER, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

PROPOSER ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF INDEMNITEES TO ANY SUCH SUIT AT ITS COST AND EXPENSE. THE PROPOSER FURTHER ASSUMES THE RISK OF LOSS AND DAMAGE TO MATERIALS, MACHINERY AND EQUIPMENT TO BE INCORPORATED IN THE WORK AT ALL TIMES PRIOR TO DELIVERY TO THE PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF THE PROPOSER.

PROPOSER, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, PROPOSERS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS INDEMNITEES, EXCEPT TO THE EXTENT THAT AN INDEMNITY IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, OF PROPOSER'S OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, INCLUDING

CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR PROPOSER UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PROPOSER AND ONE OR MORE INDEMNITEES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A PROPOSER'S OBLIGATIONS UNDER THIS SECTION O SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROPOSER UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

A PROPOSER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

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

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

8. PAYMENT

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

Proposer's invoices for the services rendered shall be submitted to the following address.

DCTA Accounts Payable
PO Box 96
Lewisville, TX 75067
Or email to accountspayable@dcta.net

9. ASSIGNMENT

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

10. VENUE

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION / DISPUTE RESOLUTION

Termination of Force Majeure

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

13. PROTEST PROCEDURES

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

14. ADMINISTRATIVE REMEDIES

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

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

15. OPEN RECORDS

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

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

16. CONTRACT

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

17. RELATIONSHIP AND WORK IN GENERAL

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

18. ASSIGNMENT OF PERSONNEL

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

19. EMPLOYMENT OF PERSONNEL

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

20. EMPLOYMENT OF VETERANS

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

21. USE OF SUBCONTRACTORS

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

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

22. DBE SUBCONTRACTS

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

23. INSPECTION OF WORK

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

24. COPYRIGHT

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

25. PROPRIETARY RIGHTS

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

26. OWNERSHIP OF DOCUMENTS

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

27. MAINTENANCE OF RECORDS

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

28. CHANGES BY CONTRACTOR

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

29. WRITTEN ACCEPTANCE BY DCTA

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

30. CHANGE ORDERS / CONTRACT MODIFICATIONS

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

31. WHOLE AGREEMENTS

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

32. PARTIAL INVALIDITY

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

33. TITLES AND HEADINGS FOR CONVENIENCE ONLY

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

34. COMPENSATION

The proposer shall be compensated for work in performance of the contract and per the agreed upon fees. The proposer shall include as part of his invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from this invoice. DCTA will require specific payment reporting

criteria for all payments made to subcontractors and will provide additional information and forms upon selection as the awarded firm.

35. PROMPT PAYMENT

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

36. RETAINAGE

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

37. MINORITY OWNED FINANCIAL INSTITUTIONS

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

38. NON-DISCRIMINATION

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

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

39. GRATUITIES

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

40. FUNDING

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

41. FEDERAL FUNDS

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

42. PROCUREMENT OF RECOVERED MATERIALS

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

43. SILENCE OF SPECIFICATIONS

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

INSURANCE REQUIREMENTS

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

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

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

COMMERCIAL GENERAL LIABILITY:

- Bodily Injury/Property Damage per occurrence \$1,000,000
- General Aggregate \$2,000,000
- Products/Completed Aggregate \$2,000,000
- Personal Advertising Injury per occurrence \$1,000,000
- Fire Damage \$100,000
- Medical Expense \$5,000

BUSINESS AUTO LIABILITY FOR TAXI OR FOR-HIRE SERVICES

to include coverage for:

- Owned/Leased vehicles
- Non-owned vehicles
- Hired vehicles
- Combined Single Limit \$500,000

Coverage shall include passenger bodily injury.

WORKERS' COMPENSATION EMPLOYERS' LIABILITY

to include:

each accident

Disease Policy Limits

Disease each employee

Statutory Limits per occurrence

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

Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the DCTA, its officials, employees and volunteers for losses arising from the activities under this contract.

As applicable, the contractor will provide a copy of Certificate of Coverage (certificate) of insurance, a certificate of authority to self-insure issued by the Division of Worker's Compensation Commission (DWC), or a coverage agreement (DWC-Form 81, DWC-Form 82, DWC-Form 83 or DWC-Form 84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the project, for the duration of the project.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to DCTA that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

COVERAGE PRIMARY:

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

NO COMMENCEMENT WITHOUT COVERAGE:

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

CERTIFICATES:

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Purchasing Manager prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY PROPOSER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Proposer's coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Proposer and any subcontractors must be issued reflecting DCTA as the certificate holder. All Certificates of Insurance shall reflect the Denton County Transportation Authority project number. Failure to furnish the required certificates of

insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented, as proof of compliance with the above requirements shall be on forms and with insurance companies approved by DCTA. All such insurance policies shall be provided by insurance companies having a Best's rating of A-VI rating or greater as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract. Certificate of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the cancellation clause as required below.

NO LAPSE OR CANCELLATION:

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

BREACH:

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

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR

18.39(i)(11).

Denton County
Transportation Authority

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

Applicability – All contracts over \$150,000.

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$150,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall present in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the

recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the

work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control

of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

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

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

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged

Business Enterprises" (DBEs), in the Project as follows: (a) DBE Program Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations,

“Transportation Services for Individuals with Disabilities (ADA)” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

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

Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special

Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall

also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less

than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

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

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

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Attachment A
Certification and Restrictions on
Lobbying

Denton County
Transportation Authority
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

Attachment B
Government Wide Debarment
and Suspension

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
Transportation Authority
 (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
Transportation Authority
 (NONPROCUREMENT)

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

Attachment C
Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Attachment D
Bidder's Questionnaire

1. Name of Contractor ("Business", herein)	
2. Doing Business As (other business name if applicable)	
3. Federal Tax ID Number	
4. Business Mailing Address (include City/State/Zip Code)	
5. Business Email Address	
6. Business Telephone	Business Fax Number
7. Business Type	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture	
8. Number of Years in Business	
9. Annual Gross Revenue for the past three years (M = Millions)	
<input type="checkbox"/> \$1M or Less <input type="checkbox"/> \$1M-\$5M <input type="checkbox"/> \$5M-\$10M <input type="checkbox"/> \$10M-\$16M <input type="checkbox"/> \$16M+	
10. Number of Employees	
<input type="checkbox"/> 100 or Less <input type="checkbox"/> 101-500 <input type="checkbox"/> 501-750 <input type="checkbox"/> 751-1,000 <input type="checkbox"/> 1,001+	
11. Is Business a DBE Firm?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
12. Is Business Owned by Minority Ethnicity?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. Ethnic Group	
<input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> White/Caucasian	
14. Woman Owned?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. Veteran Owned	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
16. Type of Work Performed	
<input type="checkbox"/> Construction <input type="checkbox"/> Wholesale/Distributor <input type="checkbox"/> Manufacturing <input type="checkbox"/> Professional Service <input type="checkbox"/> Retail <input type="checkbox"/> General/Technical Service	
17. Has the Business, or any officer or partner thereof, failed to complete a contract?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
18. Is any litigation pending against the Business?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
19. Has the Business ever been declared "Not Responsible"	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
21. Has the Business ever been a defaulter, as principal, surety or otherwise?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
23. Is the Business in arrears upon a contract or debt?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?

☐ Yes ☐ No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?

☐ Yes ☐ No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

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

Printed Name _____

Title _____

Signature of Owner _____

Date _____

Email Address _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager

Attachment E
Affidavit of Non-Collusion

**AFFIDAVIT OF NON-
COLLUSION**Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal(s) has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Proposer or materials, supplies, equipment, or service described in the invitation to proposal, designed to limit independent proposals or competition;
3. That the contents of the proposal or proposals has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

Signed _____

Firm Name _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public _____

My Commission expires _____, 20____

Proposer's E.I. Number _____ (number used on Employer's Quarterly Federal Tax Return)

Exhibit A
Sample Task Order

**Denton County Transportation Authority**
Task Order

Task Number:	1	Project ID:		Grant #:	
Contractor:	CONTRACTOR				
PROJECT INFORMATION					
Name:	A&E Services				
DCTA Account Code: (Contract to be Billed Under)				Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Project Lead					
Requested By					
Cost Estimate					
Not to Exceed Budget	\$10,000				

DESCRIPTION	
(Include Scope, Cost, and Deliverables with Schedule)	
Services to be performed on the above project per the scope and fee schedule provided CONTRACTOR	
Attached: SCOPE OF WORK, FEE SCHEDULE	

SIGNATURES/APPROVALS			
Contractor:		Date	
COO:		Date	
James C. Cline, Jr. DCTA President		Date	

Question and Answers for Bid #17-27 - On-Call Taxi and Non-Emergency Transportation Services

Overall Bid Questions

There are no questions associated with this bid.

July 13, 2017

ADDENDUM NO. 1

RFP 17-27 On-Call Taxi and Non-Emergency Transportation Services

Addendum must be acknowledged below and returned with the submittal.

Change 1

Ref: SCOPE OF WORK, TERMS AND CONDITIONS
Section 7.2.4

Original text

Utilize a prequalified list of passengers provided by agency or its partners to provide specific transportation services under agency determined parameters, and train drivers accordingly to qualify passengers and process any fare subsidies.

Change to

Utilize a prequalified list of passengers provided by agency or its partners to provide specific transportation services under agency determined parameters, and train drivers accordingly to process any fare subsidies.

Jeremy Lewallen
Procurement Coordinator

Acknowledged by: _____ Date: _____
Firm/Representative

July 18, 2017

ADDENDUM NO. 2

RFP 17-27 On-Call Taxi and Non-Emergency Transportation Services

Addendum must be acknowledged below and returned with the submittal.

Change 1

The due date/time for proposals has changed. The new date/time is Friday, July 28th at 3:00PM.

Change 2

Ref: Federal Clauses

Original text

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Change to

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Jeremy Lewallen
Procurement Coordinator

Acknowledged by: _____ Date: _____
Firm/Representative

ORIGINAL

Proposal for

**On-Call Taxi and
Non-Emergency
Transportation Services
17-27**

Presented to:

**Denton County Transportation
Authority (DCTA)**

**Attention: Jeremy Lewallen
1955 Lakeway Drive Suite 260
Lewisville, TX 75057**

Due: July 28th, 2017 at 3:00 pm

Submitted by:

IRVING  HOLDINGS

Irving Holdings, Inc.

2515 Irving Blvd, Dallas, Texas 75207

Contact: Jack D. Bewley President

(817) 534-7777 Fax (817) 535-7450

Proposal for

**On-Call Taxi and
Non-Emergency
Transportation Services
17-27**

Presented to:

**Denton County Transportation
Authority (DCTA)**

**Attention: Jeremy Lewallen
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Due: July 28th, 2017 at 3:00 pm

Submitted by:



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2515 Irving Blvd, Dallas, Texas 75207

Contact: Jack D. Bewley President

(817) 534-7777 Fax (817) 535-7450

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IRVING HOLDINGS

2515 Irving Boulevard, Dallas, Texas 75207
(817) 534-7777 Fax (817) 535-7450

July 28, 2017

Mr. Jeremy Lewallen
Denton County Transportation Authority (DCTA)
1955 Lakeway Drive Suite 260
Lewisville, TX 75057

RE: On-Call Taxi and Non-Emergency Transportation Services Solicitation 17-27

Ladies and Gentlemen:

On behalf of Irving Holdings, Inc. ("Irving Holdings"), I am pleased to submit the attached in response to the above captioned Request for Proposals. Unless otherwise specified herein or in the RFP, our price proposal is based on the award of all line items in the RFP and Addendum #1. The attached proposal will result in an exceptional level of service to users and a service that DCTA can be proud.

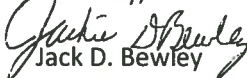
Irving Holdings, Inc., is a Texas corporation in good standing with full qualifications to conduct business in the State, and in the regular business of general and specialty transportation and related services, incorporated on April 26, 2000, and headquartered at the address on this letter. Our tax ID number is 75-2876032. This proposal is valid for 60 days.

Irving Holdings is unique that as a Ride Sourcing company, we have a FULL dispatch located in the city of Dallas that operates 24/7/365. We can offer the customers and DCTA a LIVE and LOCAL person to call or meet face-to-face. We can also offer transportation requests for the unbanked (a person with no bank account or credit cards), the person without internet service or non-smartphone user, AND the elderly disabled! The unbanked can pay with cash in the vehicle. The person without a smartphone or internet service can call our dispatch for a vehicle to be dispatched to them. We also have the smartphone App and an internet site for customers to book their ride requests. We also have the ability to provide prepaid debit cards that can be used to pay inside the vehicle, on the App, or on the internet. All this is ALREADY IN PLACE! No need for long development times!

As will be seen, we in fact propose to exceed many of the minimum RFP requirements. Additionally, our performance of these services will at all times comply with all applicable laws and regulation. We currently possess, and will at all times possess during the operation of this service all required licenses, permits, certifications, approvals, personnel, equipment, facilities and authorizations necessary to perform all obligations in connection with this RFP.

As President and Chief Executive Officer, I guarantee the key personnel named in the staffing plan will be assigned to the project, unless their employment is terminated. I, the undersigned, am fully authorized to execute contracts and to bind the corporation, and I can be reached at (817)534-7777. My e-mail address is jack.bewley@irvingholdings.net. We look forward to discussing this proposal with you in the near future.

Sincerely,


Jack D. Bewley
President

Tab 1 - Firm's Qualifications and Experience

Irving Holdings is a Dallas based Texas Corporation that specializes in passenger transportation including on-demand responsive, scheduled, contracted and Paratransit services. We have provided on-demand non-emergency transportation services in the Metroplex. Of companies that specialize in serving a Metropolitan area, Irving Holdings has grown to be one of the nation's largest of its kind. We have continuously followed our mission of promoting the Metroplex inclusive of Dallas, Tarrant, Denton and Collin counties, the State of Texas, our residents and local businesses. Our executives, our managers, our employees, our subcontractors, and our providers are all based in the Metroplex.

Irving Holdings is unique that as a Ride Sourcing company, we have a FULL 24/7/365 dispatch located in the city of Dallas. We can offer the customers and DCTA a LIVE and LOCAL person to call or meet face-to-face. We can also offer transportation requests for the unbanked, the person without internet service or non-smartphone user, and the elderly disabled! The unbanked can pay with cash in the vehicle. The person without a smartphone or internet service can call our dispatch for a vehicle to be dispatched to them. We also have the ability to provide prepaid debit cards that can be used to pay inside the vehicle, on the App, or on the internet. We also have the availability of providing true rideshare rides – where riders are matched with others heading in the same direction.

Providing “*Quality, Value and Service*” has been the hallmark of Irving Holdings, and it is largely responsible for the success of this company in the field of on-demand transportation as well as paratransit and other innovative services as requested in this proposal.

Our senior management team likewise has a consistent history of outstanding performance. The following sections demonstrate the Irving Holdings commitment and experience in paratransit, on-demand transportation and related modes.

Experience Working with Transit Agencies and Public Sector / Contract Experience and References

Below are references which are with local transit agencies and the public sector to provide on-demand transportation services within the past three years. Irving Holdings has been continuously awarded contracts in the Metroplex because of our extensive experience, flexibility and expertise in working with both transit agencies, and the public sector. The full information regarding each of the references is contained in Tab 3 – References.

- DART Paratransit Services, MV Transportation Prime, IHI Subcontractor
- DART - Collin County Rides, Mobility Impaired and Senior Program
- City of Arlington, Handitran
- City of Plano, Senior Rides
- Fort Worth Transportation Authority (The-T), Mobility Impaired Transportation Services (MITS)
- DART Emergency Ride Home Program
- DCTA, Taxi Services and Collin County Transit taxi voucher program
- City of Richland Hills, Mobility Impaired and Senior Program
- NCTCOG CCARTs Replacement New Freedom for Mobility Impaired and Seniors (evolved into the DART – Collin County Rides)

All of these are current programs that we operate today with the exception of NCTCOG which the contract was fully performed and reached the end of term in 2014 and the City of Richland Hills that reached its end of term April 30, 2017.

Experience Working Providing Similar Service

Irving Holdings has more than 1,600 drivers, 80+ employees, and more than 1,000 vehicles of which in excess of 150 vehicles are wheelchair accessible currently operating in the Dallas Fort Worth Metroplex. Our company dispatches more than 6,000 trips daily, of which approximately 3,000 are Paratransit wheelchair accessible trips similar to the trips requested in the proposal.

This past November 6th election, the City of Richland Hills, had on their ballot and option to vote whether to maintain their relationship with the Fort Worth Transportation Authority (The T). That referendum passed with The T discontinuing service to the residents on Thanksgiving Day. Irving Holdings began taking the reservations, scheduling of trips beginning on November 19 to provide paratransit and senior transportation to the citizens of Richland Hills on the following day that The T stopped providing service.

A similar scenario occurred with working with NCTCOG. When CCARTS (Collin County Area Rural Transit Service) abruptly suspended service, NCTCOG contacted Irving Holdings, to step in to provide the residents in Collin County with wheelchair and ambulatory service. Irving Holdings was provided the list of eligible riders and then immediately began taking the calls for scheduling transportation, routing and dispatching the drivers and providing NCTCOG all the required reporting for this federally funded program.

Irving Holdings can do the same for DCTA's On-Call Taxi and Non-Emergency Transportation Services request to have adequate drivers and vehicles, provide the project management needed, dispatching and providing detailed reports to the Agency. As stated by one of the presenters in the February 13, 2017 Mobility-On-Demand Working group meeting hosted by NCTCOG, Irving Holdings has been able to provide DART with full reporting information and has been flexible and worked to meet all of DART's demands for their contract with Irving Holdings.

We also bring great experience managing employee drivers / independent contractor / subcontracted service providers on this project and on the other projects referenced above. We will be bringing this experience to bear on the Denton County Transportation Authorities contract and the management of the drivers, maintenance and staff employees. We discuss this experience in greater detail throughout this proposal.

The knowledge and experience we have gained operating these many programs has helped us adapt to ridership growth, and plan for efficient expansion of services. We have a history of expertly managing growth with every program we operate.

Other Highlights of Irving Holdings:

- ❖ Paratransit services are also provided to the City of Arlington Handitran Program using both wheelchair accessible and minivans.
- ❖ Provide over 2,000 trips per day for the DART paratransit program in wheelchair accessible vehicles.

- ❖ Provided paratransit service for the Fort Worth Transportation Authority ("The T") Mobility Impaired Transportation Service ("MITS") Program.
- ❖ Operates all paratransit and senior transportation respectively for the City of Richland Hills
- ❖ All vehicles operate utilizing global positioning computer systems (GPS).
- ❖ Average daily dispatch is more than 6,000 trips per day.
- ❖ Our personnel resources include 80+ employees, and each member of our senior management team has more than 20 years of paratransit service experience.
- ❖ Irving Holdings currently has its operating facilities Dallas. These facilities provide all needed maintenance operations, driver personnel, financial offices, dispatch operations and administrative functions.
- ❖ All reservations and dispatch operations are located at the 2515 Irving Blvd, Dallas office. This facility also has an on-site generator to allow us to maintain the automation systems, telephones, dispatch operations and maintain lights in the event of a power failure. In the event of a power failure, the dispatch continues to be done at the Irving office with backup generator.

Overall Approach & Methodology

Irving Holdings' understands that this contract for DCTA will be to provide non-emergency transportation services within member and non-member communities in areas where the agency determines that fixed-route traditional transportation services are unavailable and/or not a viable option.

Irving Holdings has over 17 years of experience providing transportation services to the general public as a taxicab company and numerous transit authorities, governmental contracts with the public sector and paratransit.

Irving Holdings is unique that as a Ride Sourcing company we have a FULL dispatch located in the city of Dallas. We can offer the customers and DCTA a LIVE and LOCAL person to call or meet face-to-face. We can also offer transportation requests for the unbanked (someone without a bank or credit cards), the person without internet service or non-smartphone user, AND the elderly disabled! The unbanked can pay with cash in the vehicle. The person without a smartphone or internet service can call our dispatch for a vehicle to be dispatched to them. We also have the ability to provide prepaid debit cards that can be used to pay inside the vehicle, on the App, or on the internet. All of these above items are components of the RFP which we already have in place, without any development time.

We not only have the ability to meet the current demand we can easily handle any projected increases in ridership.

Project Management Team

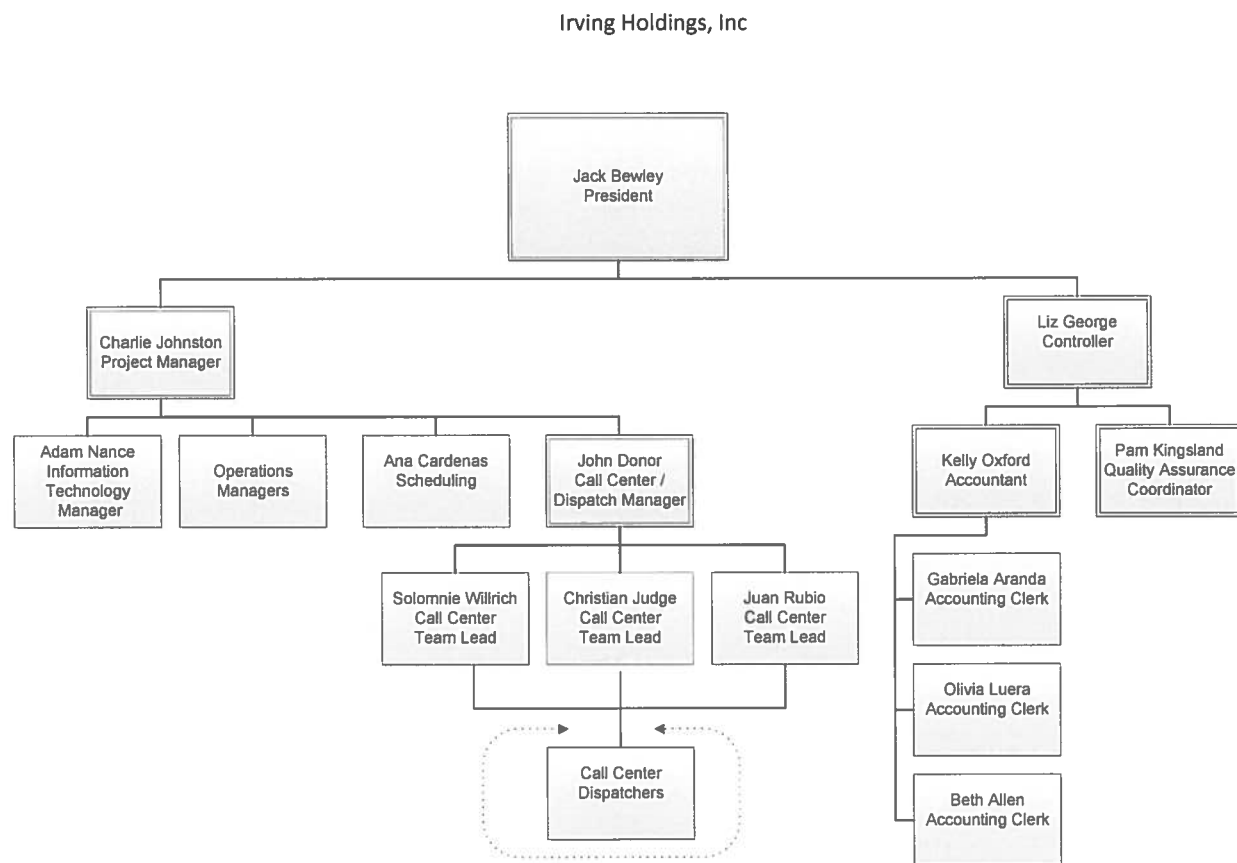
The designated project manager to oversee the operation will be Mr. Charlie Johnston. Mr. Johnston has over eight (8) years as Paratransit Manager for Irving Holdings. He is certified as Passenger Service and Safety (PASS) Train the Trainer, Easter Seals Project ACTION, National Safety Council Trainer for CPR/First Aid/AED, and the Drug and Alcohol Program Manager (DAPM). Charlie will serve as the point of contact for DCTA and will oversee all services under this contract. He has also been involved with

comparable projects held by Irving Holdings, which include the DART Paratransit Program, City of Arlington Handitran Program, FWTa MITS Program and DCTA's Collin County Transit program for McKinney Urban Transit District.

Ms. Liz George is the financial manager for Irving Holdings. Ms. George oversees the billings, driver manifests, and human resource including the reservationist and schedulers needed. Ms. George has an SPHR and SHRM-SCP certifications and an Insurance adjuster- all lines license.

Irving Holdings' dispatch is available 24/7/365 to call that will be answered by our reservationists that will assist the DCTA clients with scheduling their trips that don't have a smartphone or internet availability. Once the trips are scheduled, the trips will be dispatched to expedite transportation services in full compliance with the specification of bid.

Below is our organizational chart for the project management team.



Reporting Requirements

Irving Holdings has a computerized dispatching program that we can manage clients, book and schedule trips, track faring and run reports. The software also sends trip information directly to a mobile device located inside the taxicab which significantly reduces cell phone usage. We will provide all the necessary reporting elements to DCTA as we do NOT consider this to be proprietary data exclusive to IHI.

Tab 2 – Project Approach

A. Introduction to Firm

The preceding section under Tab 1 fully explained our approach to meeting the scope of services defined herein.

Below in section B, we indicate our understanding of the scope of work, the project plan for each of the elements requested and how Irving Holdings will perform the various services.

B. Address all elements of Project Scope

Transportation Voucher Program:

Irving Holdings can provide an electronic voucher program that will allow for customers to easily pay for a ride subsidized by the agency. This program is currently in place for the McKinney Urban Transit District that is utilizing the Collin County Transit debit cards that are used in this program. The debit cards are loaded with funds from both the customer and the matching amount that is agreed upon by DCTA. The matching portion is billed to DCTA on a weekly basis. This is a “closed loop” debit card. Ambulatory transportation would be provided with two hour notice, request by passengers with special mobility needs are encouraged to make trip requests 24 hours in advance on the day prior to requested service.

The benefits of using an electronic payment system include:

- Simplifies fare payment
- Captures both the driver and patron information
- Captures the meter amount
- The transaction does not go through the banking system and the user can utilize the funds only for transportation
- Geo-fencing rules can be applied
- Balance checks are available in vehicle, on an app, and on line
- Supports for partial payment and maximum fares
- Load values on the cards can be managed
 - How much they can load
 - When they are allowed to load
 - What forms of payments that can be accepted
 - Maximum balances
- Subsidized values can be loaded on the card

Supplemental Service:

Irving Holdings can provide ADA and non-ADA paratransit service utilizing our own fleet of accessible vehicles. As stated earlier in the response, we provide over 3000 wheelchair accessible trips daily. We have drivers that perform “routes” which are assigned to the driver with a computerized dispatch the day before for the services that we provide to DART, City of Arlington’s Handitran, and Fort Worth Transportation Authority MITS programs. The program drivers average 15-30 trips per route. In each of these programs, Irving Holdings collects funds from the passengers either using a coupon or the

passenger has a prepaid card that can be used. Based on our experience providing similar services, we can meet all the requirements of the supplemental services requested.

Provided DCTA creates route(s) with 15-30 trips per day for a driver, Irving Holdings will properly vet these driver(s) to assure that they meet the USDOT/FTA drug and alcohol testing policies.

For our ADA vehicles, we utilize Dodge Caravan conversions or a similar make and model that have a rear ramp which will seat three ambulatory and one standard wheelchair or a side load ramp van with a four person capacity plus one standard wheelchair.

As a comparison for consideration for why you want to do a complete route utilizing Irving Holdings is that it is a huge cost savings to DCTA. Generally Paratransit expenditures by US Transit agencies often exceed 30% of the operating budget and the direct operating cost per passenger trip for a transit agency is generally in excess of \$30 per trip. Irving Holdings has shown with both the services that we provide to DART and the City of Handitran where we provide supplemental taxi service that are more cost efficient than the traditional bus system used. Also we have a 92% On Time Performance (OTP) consistently providing service. Looking at the cost of a DCTA bus, compared to an average of less than \$20 per passenger utilizing Irving Holdings for supplemental service, the cost savings alone of creating an entire route(s) that is performed by Irving Holdings will allow DCTA to direct the paratransit expenditures to expanding your fixed route service dramatically.

Real-Time Demand Response Service

Irving Holdings also has a fleet of taxicabs which by definition is a demand responsive transportation provider. We provide over 6000 demand responsive trips daily in the Dallas/Fort Worth metroplex! Irving Holdings can work with DCTA to expand and enhance existing service through the agency's demand response transportation program to supplement existing trips. The various payment options that can be utilized for this service is discussed below in fare payment structures.

Innovative Transit Solutions

Our mobile device Curb App, an online platform accessible via a website which is available for free download through the Apple store and Google Play

- For customer that are unable to access mobile devices the following methods are available:
 - Going to our website and clicking the option of "book taxi online" (www.dallasyellowcab.com) ,
 - the Curb "concierge" website for those that will book trips for someone else.
 - for the unbanked or ones with no technology they can call our dispatch office and book their transportation

All these options are explained fully below.

Irving Holdings can provide on-demand ride services to

- the general public on certain dates and certain times as determined by DCTA for trips originating or terminating at rider-specified locations and originating or terminating within a geofenced zone,
- groups of predetermined eligible customers meeting specific criteria for participation set by DCTA
- linked and group ride trips booked through an online platform to assist with service optimization
- ambulatory paratransit ride services
- first and last mile connections
- connections to specific employer or employment clusters

- suburban & low-density areas
- transit locations including A-train commuter rail stations
- late night services and trips to entertainment destinations and special events

Fare Payment Structures

Irving Holdings can meet the following fare payment structures (these are explained fully below):

- DCTA-provided subsidy toward the total trip cost for each qualifying one-way trip which can be flexible and capable of being adjusted based on changing program and budget needs
- Fixed fare for a passenger with the ability for DCTA to subsidize the cost for the remainder of the trip at the regular rates
- Deductions of fare from a preloaded passenger account
- Fare payment options for unbanked customers
- Temporary or promotional fare discounts that passengers can access through the entry of a promotional code

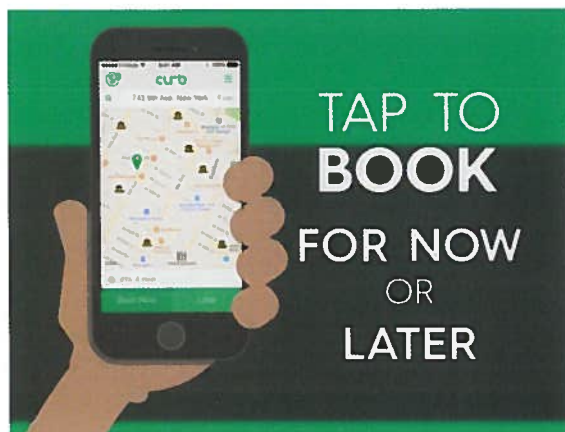
Policy and Administrative Factors

Irving Holdings has the ability to provide DCTA with ridership reports within an agreed upon time frame and the reporting requirements that are explained more fully below:

- Ability to ensure an adequate supply of drivers at defined geographic areas and times
- Ability to coordinate with DCTA Communications and Marketing Team on promoting programs to the general public and designing and producing marketing materials for distribution to potential riders.
- Availability of additional tracking measures of program success, such as ride information by location, reporting by time period, and trip origin and destination information
- Ability of contractor to work within current government regulatory framework for transportation services and to adapt service proposals and promotional agreements to different public transportation funding sources
- Ability to provide ridership reports with invoices timely

Irving Holdings uses the technology company Curb's passenger booking application which already meets all the requirements of the RFP save for a few minor exceptions that can be easily customized for DCTA. Irving Holdings consistently offers the public speedy, convenient, reliable and safe rides. With the use of Curb, Irving Holdings benefits from a sophisticated algorithm to assign the best driver to every ride. With Curb there is the availability of APIs for integration to or from third-party apps or platforms.

Book your trip using an APP

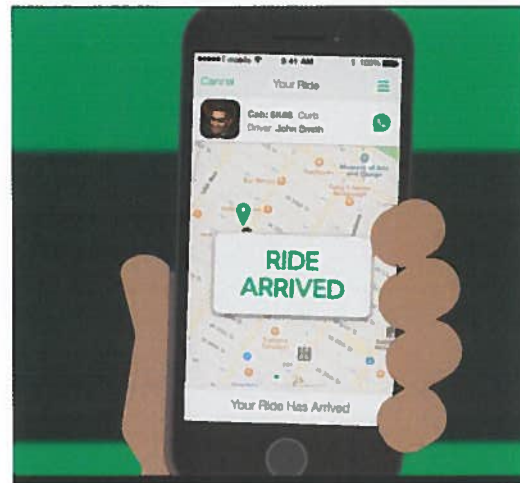


Irving Holdings utilizes "CURB" which offers quick and easy ride-hailing from any iOS or Android smartphone, automatic e-payment with digital receipts and predictable metered fares with no surge pricing. Irving Holdings with Curb is the best option for passengers who want the convenience of e-hail, but also want the safety and predictable pricing of traditional licensed

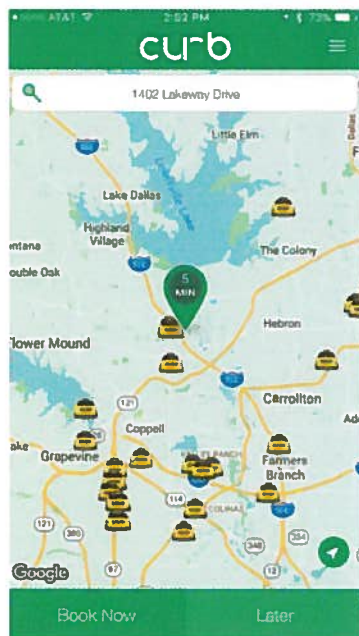
taxis. It's also the first app with an advance booking feature for cabs.

Using Curb to e-hail a cab is as simple as pressing Book Now on the smartphone app and confirming a pickup location. The app's advance booking feature enables passengers to pre-book from 15 minutes to 24 hours in advance by simply pressing the later button.

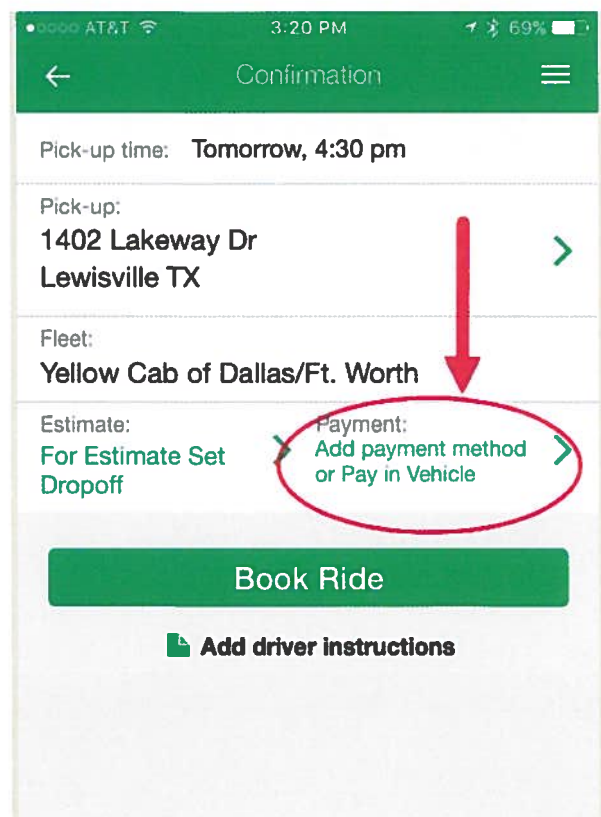
You will always ride with a fully licensed professional driver.



At the end of the ride your payment is automatic using your preselected credit card on file. Or the passenger can also pay in the backseat credit card device or using CASH! There is never any SURGE Pricing.



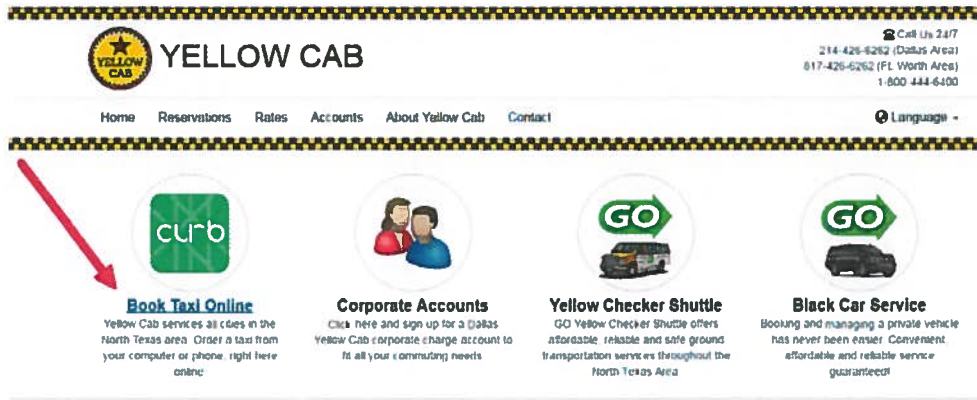
For coverage of the area, this graphic shows the number of vehicles available to provide transportation.



The passenger always has the option to pay inside the vehicle either using the backseat device or pay using CASH!

Book your trip if you have internet connection

If you have an internet connection you can also go to our webpage www.dallasyellowcab.com and click on the BOOK TAXI ONLINE



Select when you want to leave:

Tell the system how you will be paying for the ride by credit card are "HAND DRIVER PAYMENT IN THE CAR"

Then complete the your name, cell phone and email and if you want a text message that notifies you when the taxi has been dispatched

YELLOW CAB Serving All Cities in North Texas Area

Instant Online Orders **curb**

① Pickup Info ② Payment Options ③ Contact Info

Contact Information for Yellow Cab
 Pick Up: 1855 Lakeway Dr, Lewisville, TX 75057 on 02/18/2017 at 1:10PM
 Drop Off: DFW - Dallas - Ft. Worth International Airport

First Name: Last Name: So Yellow Cab knows your name if they call

Mobile Phone Number: Email: For contact at pickup & email booking confirmation (never shared with 3rd party marketers)

☒ Send me a text message that notifies me when the taxi has been dispatched and explains how to book taxis electronically with the free Curb app

<< Back Book Now >>

Book your trip if you are unbanked or have no technology

To book your trip you call our 24/7/365 dispatch office at 214-426-6262 or 817-426-6262, provide the code that will be assigned to this program (for reporting purposes) tell them your pickup location, when you want to ride, and if you have any mobility aids.

Methods to pay for your transportation (fare payment options)

The customer has a variety of ways to pay for the transportation.

- If they want to pay by debit card, credit card, PayPal, they can use the App, use the internet, or swipe it themselves using the backseat credit cards machine of the vehicle
- If they want to pay by cash, they can hand the driver cash at the end of their transportation
- If they have a subsidy or a discount and are only to pay a portion of the fare, the passenger will be issued a prepaid debit card (that can only be used in our vehicles) that will be swiped inside the vehicle, and then the driver will fill out a voucher for the portion responsible by DCTA to be billed weekly.
- If DCTA wants issue the "prepaid" debit cards that are preloaded with a fixed amount of money, then DCTA could then provide these to their customers based on the subsidy amount. For example, DCTA would purchase a prepaid card for \$100, if the subsidy is 25%, the customer would then purchase the card from DCTA for \$25. The entire fare would then be charged on the prepaid card.

The credit card processing data centers are PCI and SSAE 16 certified to ensure end-to-end transactional security for payment processing through both the in-taxi and mobile payment solutions. Passengers are able to securely store payment information in the Curb app, which can be selected as the payment method at the end of a ride.

Because Curb receives real-time taximeter updates, the in-app payment of the metered taxi fare for a ride booked via Curb happens automatically without intervention from the driver or passenger. By registering a credit card in the app and selecting it as the payment method at time of booking, the passenger authorizes payment at the time of booking and Curb processes the payment automatically at the end of the ride. As a protection for drivers, Curb pre-authorizes a set amount at the time of booking

or “pairing” for streethail payment to ensure that the registered card is still active. Curb knows the ride has ended when the taximeter has been stopped. Curb fees are disclosed to the passenger in the app prior to the ride booking, so the passenger is able to verify the cost of the trip at the end of the ride by looking at the displayed metered fare.

When a payment is processed at the end of a Curb trip, a digital, itemized receipt is generated in the Curb app and another is emailed to the passenger as a PDF. Curb trip receipts display fare, tip, and any other applicable fees, tolls, taxes, surcharges, etc. Passengers are able to access past receipts via their Ride History in the Curb app or via their desktop computer by logging into their Curb account at <https://my.gocurb.com>.

With respect to accessibility features, the Curb app is coded and captioned to allow visually and hearing impaired users to take advantage of the accessibility features of their Android and iOS devices. Leveraging native services, including Talkback and Explore by Touch for Android and Voice Over for iOS, visually impaired passengers can receive audible feedback for the payment screen, including hearing the itemized charges at the time of payment.

The key with Irving Holdings is that when there is a high demand of service needed, there is no SURGE pricing! We have more than 1,000 vehicles and 1,600 drivers in the Metroplex area. We dispatch more than 6,000 trips daily. We have the availability of drivers during times of high demand!

In calendar year 2014, public transit systems across the nation provided 10.7 billion trips—the highest annual ridership number in 58 years—with the number of trips exceeding 10 billion for the seventh year in a row. There is reason to believe that this is just the beginning of a sustained period of growing demand for public transportation as the population of elderly individuals who will become reliant on public transportation increases and as more young people move to urban areas to have greater access to transit options. To keep pace with growing demand, transit operators will need to balance competing priorities to expand service, while continuing to operate existing service, replace and maintain existing capital assets, and ensure that operations are safe for their employees and the riding public.¹

Now is the time to implement a new framework to support and complement DCTA’s organization and its operational structure which Irving Holdings’ can assist with as shown above.

Irving Holdings using Curb has several years of experience in managing driver assignment based not only on the closest available vehicle (including location, traffic, time of day, etc.), but also on the overwhelmingly predictive factor of the historic performance of the driver. The Curb model measures driver performance and uses that information to improve driver assignments and the overall rider experience. It is critical for DCTA to adapt to the dynamic changes in technology evolution. The success of this program is not solely dependent on the development, but also on quality. No matter how intuitively a process is designed and functionalities made simple, and “hitches” hinders the usability. Therefore Irving Holdings will conduct testing with DCTA and quality assurance of the application and implementation to assure flawless user experience, smooth operation and meet the overall quality

¹ https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/National%20Public%20Transportation%20Safety%20Plan_1.pdf

aspects of the system. We would provide multiple software testing technologies, tools, platforms and standards which enables us to apply testing strategies and best solutions.

Personnel and Vehicles Policies and Procedures

Driver Qualifications and Background

Irving Holdings drivers are vetted drivers. Irving Holdings requires the drivers to be a minimum of 25 years old with a valid Texas driver's license and three years driving experience, as well as, a clean driving record with no DUI or DWI. Drivers cannot have been convicted of more than three moving traffic violations arising out of separate incidents, or involved in more than one automobile accident in which it could be reasonably determined that the applicant was more than fifty percent at fault within any 12-month period during the preceding 24 months. They must also speak, read and understand English fluently and be able to fill out required forms and record legibly, pass a criminal background check before they are allowed to drive for Irving Holdings that meet the requirements consistent with Dallas City Ordinance 47A.2.2.1 and 47A.2.2.2. They must be a United States citizen or a legal resident with INS employment authorization. In addition, all drivers must possess a valid driver's permit, issued by the municipal government regulating transportation services provided by Irving Holdings. Paratransit drivers are required to successfully complete a state approved defensive driving program on a recurring basis every two years.

Discipline

Irving Holdings is recognized as a company which demands quality service from its drivers. Compliance with the rules and regulations of the company, as well as compliance with the terms and conditions of this contract is monitored and enforced by Charlie Johnston, paratransit manager.

Training Requirements

Irving Holdings has a driver training school at our facility at 2515 Irving Blvd., Dallas, TX 75207, which operates every Thursday. All drivers must successfully complete this training program before they are allowed to drive for Irving Holdings. Training is provided in, but not limited to, the following: passenger assistance techniques, customer relations skills, dress code, sensitivity training, ADA requirements and procedures, computers operation, accident reporting, and company policies. All drivers must successfully complete the program prior to participation in this contract. Paratransit drivers also are trained in DART's "5 Star Service" program to create an extraordinary customer experience when interacting with colleagues, riders, partners and the community.

All drivers are professional drivers with this being their entire livelihood. Irving Holdings verifies that they have a valid City of Dallas permit prior to driving for us. Both Irving Holdings and the City of Dallas do background checks (national) and MVR's on drivers to assure that the drivers have no DWI, DUI and that they meet the requirements of Chapter 521 Texas Transportation Code.

Vehicles

All Irving Holdings vehicles will be easily identified as a licensed taxi cab with the company name and company phone number located on the outside of the vehicle. If there is ever a question regarding the vehicle or the driver of that vehicle at any time, the passenger can call our dispatch to speak to a live person.

Our vehicles are current with state issued registration and safety inspection and also must undergo a 31 point inspection.

C. Additional Administrative Factor Information

- Irving Holdings has a fully staffed dispatch center located in Dallas with telephone customer support 24/7/365, management and support staff is available M-F, 8am-5pm, to assist with the activation of the agency-provided subsidy or any other issue with service. DCTA management will also be provided the cell phone number of the project manager.
- Rates will be based on regulated taxi meter rates set by city ordinances for hailable vehicles.
- The key with Irving Holdings is that when there is a high demand of service needed, there is no SURGE pricing! We have more than 1,000 vehicles and 1,600 drivers in the Metroplex area. We dispatch more than 6,000 trips daily. We have the availability of drivers during times of high demand!
- For trips that are billed directly to DCTA will be emailed on a weekly basis. Any vouchers used will be attached to the invoice. See attached sample invoice.

IRVING HOLDINGS
dba Yellow Cab
Federal ID# 73-2876032
2515 Irving Blvd.
Dallas, Texas 75207-5911
Phone (817)534-7777 Fax (817)535-7450

IRVING HOLDINGS

Taxpayer: _____ Account ID: _____ Invoice ID: 25564-017
Invoice Date: 2017-07-17
Invoice Period: 2017-07-11 to 2017-07-17

O Your Current Charges

Total Fare	\$386.59
Admin Fees	\$0.00
Client Expenses	\$0.00
Miscellaneous	\$0.00
Other	\$0.00
Total Fees & Expenses	\$0.00
Current Invoice Total	\$386.59

O Your Current Balance

Your Previous Balance	\$1,409.96
Payments	(\$371.65) [1]
Late Charges	\$0.00
Current Invoice Total	\$386.59
Total Amount Due	\$1,424.95

How To Pay Your Invoice
Payment Due: 2017-07-27
Please send payment to:
Irving Holdings Inc.
2015 Irving Blvd.
Dallas, TX 75207-5911
Please include Account ID & Invoice ID with payment.

Want Your Invoice By Email?
For instant email delivery of your invoice each month, email your Account ID and email address(es) to: accounting@irvingholdings.net

Questions?
Visit www.dallasmetroplanning.com or call 817-534-7777
How Billing System
Not only does our new billing system make more accurate, fast, and easy-to-use invoices, but it also has full online reporting and it can continuously keep you notified through email!

IRVING HOLDINGS

IRVING HOLDINGS 214-426-4262 217-426-4262 **2.5 miles**

DATE: 063017
TIME: 1141X
METER: 675
FROM: 15175
TO: 8995
OTHER: 1048533
TOTAL: 525

IRVING HOLDINGS 214-426-4262 217-426-4262 **2 miles**

DATE: 062917
TIME: 10408X
METER: 685
FROM: 3245
TO: 6161
OTHER: 1048474
TOTAL: 585

IRVING HOLDINGS 214-426-4262 217-426-4262 **2.4 miles**

DATE: 071117
TIME: 1258X
METER: 703
FROM: 8900
TO: 14199
OTHER: 1051512
TOTAL: 605

IRVING HOLDINGS 214-426-4262 217-426-4262 **3.5 miles**

DATE: 071017
TIME: 1100X
METER: 1185
FROM: 11015
TO: 7500P
OTHER: 10517621
TOTAL: 1085

IRVING HOLDINGS 214-426-4262 217-426-4262 **5 miles**

DATE: 062717
TIME: 0952X
METER: 1205
FROM: 7526
TO: 12221
OTHER: 1047732
TOTAL: 1085

- Below is a sample of a ridership report that could be used to measure service success.

Sample Report

ACCT CARD NR	BADGE NR NUM	CALLSIGN	CREATED DTM	PASSENGER NAME	TELEPHONE NR	PICKUP STREET NR	PICKUP STREET	DEST STREET NR	DEST STREET	DRIVER NOTES	METER ON LAT/LONG	METER OFF LAT/LONG	METER ON TIMESTAMP	METER OFF TIMESTAMP	METER ON DURATION TIME
FWT1010	8,884	Y131	Sat Apr 04 15:59:16 CDT 2015	WILLIAM	817848xxxx	1800	PKY	111	CRYSTAL SPRINGS ST	817 848 xxxx ASK FOR MONIQUE/JOE TEXAS HEALTH HARRIS HEB	32.835532, -97.123885	32.852878, -97.131672	Sat Apr 04 16:36:03 CDT 2015	Sat Apr 04 16:46:32 CDT 2015	10:29
FWT1010	58,911	5560	Sat Apr 11 16:40:24 CDT 2015	JASMINE	817848xxxx	2717	TIBBETS DR	111	HEMPHILL ST	817 848 xxxx CALL APPROVED BY:RON ONE WAY NO STOPS	32.834141, -97.122231	32.8238, -97.100096	Sat Apr 11 17:10:43 CDT 2015		0:00
FWT1010	9,005	Y780	Wed Apr 08 16:46:02 CDT 2015	CARA	817848xxxx	2717	TIBBETS DR	1222	JAVE	817 848 xxxx COA SPRINGWOOD HOSPITAL IN FRONT AUTH VY DENISE	32.834276, -97.122231	32.735662, -97.328829	Wed Apr 08 17:02:45 CDT 2015	Wed Apr 08 17:41:54 CDT 2015	39:09:00
FWT1010	86,969	E884	Mon Apr 13 16:31:00 CDT 2015	CHRISTINA	817848xxxx	2717	TIBBETS DR	333	CYPRESS ST	CALL 817 848 xxxx SPRINGWOOD HOSP. ER BACK DOOR VOUCHER OK BY: RON	32.833469, -97.122764	32.744586, -97.313454	Mon Apr 13 18:52:42 CDT 2015	Mon Apr 13 17:18:44 CDT 2015	26:02:00

In the previous sections we have discussed the various ways that customers without technology can utilize the services: Using a landline to call our dispatch to book a trip, having someone use the Concierge application, or if they have access to a desktop computer, booking their trip through the internet.

Similarly above we have discussed in length how our drivers are fully vetted prior to driving one of Irving Holdings' vehicles which assures that the drivers have not only had a national background check and their driving records reviewed.

As seen in the references in Tab 3 – References, Irving Holdings has extensive experience working within federal regulations on public transportation funding as well as providing the services needed that fit within the government transportation regulations.

Some of the marketing communication tools that may be used are mobile marketing campaigns advertising, sales promotions, public relations, and direct marketing that both Irving Holdings and DCTA would collaborate on jointly at no cost to DCTA

DCTA and Irving Holdings would work together to create a mobile marketing campaign using multiple channels, while keeping the message consistent throughout. The easiest channel to start with is short message service (SMS)—basically, texting customers. SMS—and its souped-up companion, multimedia message service (MMS)—is an opt-in service, so we already know their marketing messages are viewed by a receptive audience.

Irving Holdings has adequate financial resources to perform this contract as evidenced by the other contracts that have been awarded to Irving Holdings that we are currently providing service to other transit agencies and the public sector. All the references in Tab 3 have been renewed for multiple extensions on the contracts showing that we have the ability to comply with the proposed delivery and performance schedule. All the references will show a more than a satisfactory performance record. We have the necessary organization, experience, account and operational controls and technical skills with

the ability to obtain others as needed. Irving Holdings has a line of credit with BBVA Compass as well to draw on if needed.

Tab 3 – References

Below are references which are with many large transit agencies or cities to provide on-demand transportation services within the past three years.

- DART Paratransit Services, MV Transportation Prime, IHI Subcontractor
- DART - Collin County Rides, Mobility Impaired and Senior Program
- City of Arlington, Handitran
- City of Plano, Senior Rides
- Fort Worth Transportation Authority (The-T), Mobility Impaired Transportation Services (MITS)
- DART Emergency Ride Home Program
- DCTA, Taxi Services
- City of Richland Hills, Mobility Impaired and Senior Program
- NCTCOG CCARTs Replacement New Freedom for Mobility Impaired and Seniors (evolved into the DART – Collin County Rides)

All of these are current programs that we operate today with the exception of NCTCOG which the contract was fully performed and reached the end of term in 2014 and the City of Richland Hills that the contract ended April 30, 2017. No transportation services have ever been terminated for any other reason.

DART Paratransit Program – subcontractor to MV Transportation

8998 Senate Street, Dallas, TX 75228

Contact: Keith Anglin, General Manager

Phone: 972-951-5355

E-mail: keith.anglin@mvtransit.com

Scope of the project: DART Paratransit Service is an origin to destination, curb-to-curb, public transportation service for people with disabilities who are unable to use DART fixed route buses or trains. Paratransit is a shared-ride service operated with modern, accessible vehicles, and taxi cabs. Riders who are unable to access vans by using steps can use the wheelchair lifts or ramps.

Dates of service: October 2012 to current.

Size of project: Currently providing approximately 2,000 trips per day

DART – Collin County Rides, Mobility Impaired and Senior Program

PO Box 660163, Dallas, TX 75266-7248

Contact: Robert B Parks, AICP

Phone: 214-749-2899

E-mail: robparks@dart.org

Scope of the project: Collin County Rides serves seniors citizens that are 60+ and/or persons with disabilities. Collin County Rides services the municipalities of Wylie, Allen and the Town of Fairview. The residents may travel anywhere within these three cities and/or Collin County as long as either the origin or destination of the trip is within one of the three cities.

Dates of service: October 2016 to current.

Size of project: Currently providing over 350 trips per month

City of Arlington, Handitran Program

1101 W Main Street, Arlington, TX 76012

Contact: Alex Radke, Transit Operations Supervisor

Phone: 817-459-6391

E-mail: alex.radke@arlingtontx.gov

Scope of the project: Handitran is a special transportation service for senior citizens and citizens with disabilities. Handitran offers door-to-door, shared ride, prearranged service and operates mini-buses equipped with wheelchair lifts. Irving Holdings vehicles are also used to supplement the buses. Service is provided anywhere within the city limits of Arlington and Pantego and Trinity Railway Express stations at Bell Spur and CentrePort. Work, non-public school, medical, essential personal and recreational trips are allowed. There is no restriction on the trip purpose other than that public school trips are not allowed.

Dates of service: 2007 to current through multiple RFP awards

Size of project: Currently providing over 250 trips per day.

City of Plano Senior Rides

5901 Los Rios Blvd, Plano, TX 75074

Contact: Colette Hall

Phone: 972-941-7261

E-mail: coletteh@plano.gov

Scope of the project: The Senior Rides program is a collaborative program between the Wellness Center for Older Adults, The City of Plano and DART. The program is designed for seniors aged 65 and over who have no other means of transportation. The program allows eligible seniors the ability to purchase taxi vouchers at 25% of the cost.

Dates of service: March 2011 to current through multiple RFP awards

Size of project: Currently providing nearly 300 trips per month

City of Richland Hills, Mobility Impaired and Senior Program

3200 Diana Drive, Richland Hills, TX 76118

Contact: Eric Strong, City Manager

Phone: 817-616-3806

E-mail: estrong@richlandhills.com

Scope of the project: City of Richland Hills Mobility Impaired and Senior Program serves seniors citizens that are 60+ and/or persons with disabilities and services the City of Richland Hills. The residents may travel anywhere within the city and into the City of Fort Worth.

Dates of service: November 2016 to April 30, 2017 (end of contract)

Size of project: Currently providing nearly 200 trips per month

Fort Worth Transportation Authority (The-T) MITS program

1600 East Lancaster Avenue, Fort Worth, TX 76102

Contact: Adrienne Cook, AVP Special Services

Phone: 817-215-8985

E-mail: adrienne.cook@fwta.org

Scope of the project: The Fort Worth Transit Authority, ("The T's") Mobility Impaired Transportation Service offers door-to-door transportation within the service areas of Fort Worth and Blue Mound.

Trained drivers are available to assist passengers in boarding and alighting vehicles specially designed to accommodate the mobility impaired.

Dates of service: 2001 to current with multiple RFP awards.

Size of project: Currently providing 250 trips per day

DART – Emergency Ride Home Program

1600 Pacific, Dallas, TX 75202

Contact: Dena Mercer, Account Executive

Phone: 214-749-2985

E-mail: dmercerc@dart.org

Scope of the project: This service is provided for vanpoolers who have personal or work-related emergencies. Riders are given a ride home via taxi or a rental car, available two times each quarter. The cost of the Emergency Ride Home co-pay is \$10.

Dates of service: 2005 to current, not concurrent periods.

Size of project: Currently providing 15 trips per month

Denton County Transportation Authority (DCTA) – Taxi Service Provider

1955 Lakeway Drive Suite 260

Contact: Michelle Bloomer

Phone: 972-966-5115

Email: mbloomer@dcta.net

Scope of the project: Provide for curb-to-curb demand response service through a qualified taxi service provider to supplement DCTA operated services. Passengers that qualify for these services will reside within Denton and Collin counties. The majority of trips provided will be within these two (2) counties, plus a limited area of Plano within Dallas County.

Dates of service: Begins March 2017 to current.

Size of project: TBD

North Central Texas Council of Governments --CCARTs Replacement New Freedom

616 Six Flags Drive, Arlington, TX 76011

Contact: Jamie Patel, AICP

Phone: 817-608-2377

Email: jpatel@nctcog.org

Scope of the project: North Central Texas Council of Governments (NCTCOG) CCARTs Replacement New Freedom program served seniors citizens that are 60+ and/or persons with disabilities. CCART's replacement served all of Collin County excluding the city of Plano.

Dates of service: July 2013 – November 2014

Size of project: Provided approximately 950 trips per month

Tab 4 – Pricing

As discussed earlier in this response, the customer has a variety of ways to pay for the transportation.

- If they want to pay by debit card, credit card, PayPal, they can use the App, use the internet, or swipe the card themselves using the backseat credit cards machine of the vehicle
- If they want to pay by cash, they can hand the driver cash at the end of their transportation (for the unbanked)
- If they have a subsidy or a discount and are only to pay a portion of the fare, the passenger will be issued a prepaid debit card (that can only be used in our vehicles) that will be swiped inside the vehicle, and then the driver will fill out a voucher for the portion responsible by DCTA to be billed weekly.
- If DCTA wants issue the “prepaid” debit cards that are preloaded with a fixed amount of money, then DCTA could then provide these to their customers based on the subsidy amount. For example, DCTA would purchase a prepaid card for \$100, if the subsidy is 25%, the customer would then purchase the card from DCTA for \$25. The entire fare would then be charged on the prepaid card. This is also a feature for the unbanked.

Pricing for Transportation Voucher program:

Trips will be billed at \$1.80 per mile with \$2.25 drop fee for ambulatory/~~\$6.25 drop fee for non-ambulatory~~ with any additional passenger at \$2 per passenger with a \$10 minimum fare for ambulatory/\$14 minimum fare for non-ambulatory. Replacement cards are \$3 each. At the end of each month a 15% administrative overhead fee based on the total fares for the transportation provided during the month will be billed.

Pricing for Supplemental Services:

If a route is created for a driver and there are greater than or equal to 16 trips per day the price will be \$15 for ambulatory and \$18 for non-ambulatory.

If a route is not created or a route is created with has less than 16 trips per day per driver, the price will be \$1.80 per mile with \$2.25 drop fee for ambulatory/~~\$6.25 drop fee for non-ambulatory~~ with any additional passenger at \$2 per passenger with a \$10 minimum fare ambulatory/\$14 minimum fare non-ambulatory.

Pricing for Real-time Demand Responsive Service

Trips will be billed at \$1.80 per mile with \$2.25 drop fee for ambulatory/~~\$6.25 drop fee for non-ambulatory~~ with any additional passenger at \$2 per passenger with a \$10 minimum fare for ambulatory/\$14 minimum fare for non-ambulatory. Replacement cards are \$3 each. At the end of each month a 15% administrative overhead fee based on the total fares for the transportation provided during the month will be billed.

Pricing for Innovative Transit Solutions

As this is developed, the task order will identify the agreed upon pricing between DCTA and IHI when the service is identified.

Tab 5 – Appendix/Attachments

- A. Certification and Restrictions on Lobbying**
- B. Government Wide Debarment and Suspension**
- C. Conflict of Interest Questionnaire**
- D. Bidder's Questionnaire**
- E. Affidavit of Non-collusion**
- F. Addendum #1**
- G. Addendum #2**



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	17-27 / REQUEST FOR PROPOSALS		
TITLE	On-Call Taxi and Non-Emergency Transportation Services		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	N/A	PRE BID/PROPOSAL MEETING LOCATION	N/A
QUESTIONS DUE	July 6 th , 2017 by 5:00 PM	RESPONSES TO QUESTIONS RELEASED	July 13 th , 2017 by 5:00 PM
DUE DATE/TIME	July 20 th , 2017 at 3:00 PM		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Jeremy Lewallen procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all bid/proposal packages shall be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Jeremy Lewallen SOLICITATION #: 17-27 Lewisville, Texas 75057</p> <p>Bid/Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	BIDS/PROPOSALS SHALL REMAIN VALID FOR 60 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	<p>It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net</p>		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal N/A		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate N/A		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME	Irving Holdings, Inc		
CONTACT NAME	Jack Bewley	TITLE	President
TELEPHONE	817-534-7777	EMAIL	jack.bewley@irvingholdings.ent
ADDRESS	2515 Irving Blvd, Dallas, TX 75207-5911		
SIGNATURE			DATE 7/28/17

Attachment A
Certification and Restrictions on
Lobbying

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Jack Bewley, President, hereby certify
(Name and title of official)

On behalf of Irving Holdings, Inc that:
(Name of Bidder/Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

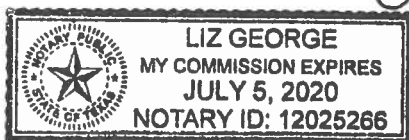
Name of Bidder/Company Name Irving Holdings, Inc

Type or print name Jack Bewley

Signature of authorized representative

Date 7/28/17

Signature of notary and SEAL



Attachment B
Government Wide Debarment
and Suspension

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor Irving Holdings, Inc

Signature of Authorized Official  Date 7/28/17 / /

Name and Title of Contractor's Authorized Official Jack Bewley, President

Attachment C

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

NOT APPLICABLE

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NOT APPLICABLE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

NOT APPLICABLE

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

☐ Yes☐ No

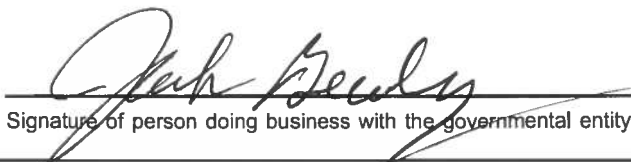
NOT APPLICABLE

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

☐ Yes☐ No

NOT APPLICABLE

D. Describe each employment or business relationship with the local government officer named in this section.


Signature of person doing business with the governmental entity

7/28/17

Date

Attachment D
Bidder's Questionnaire



BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)
Irving Holdings, Inc.

2. Doing Business As (other business name if applicable)

3. Federal Tax ID Number
75-2876032

4. Business Mailing Address (include City/State/Zip Code)
2515 Irving Blvd, Dallas, TX 75207-5911

5. Business Email Address
jack.bewley@irvingholdings.net

6. Business Telephone
817-534-7777

Business Fax Number
817-535-7450

7. Business Type
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business
17 years

9. Annual Gross Revenue for the past three years (M = Millions)
☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☒ \$16M+

10. Number of Employees
☒ 100 or Less ☐ 101-500 ☐ 501-750 ☐ 751-1,000 ☐ 1,001+

11. Is Business a DBE Firm?
☐ Yes ☒ No

12. Is Business Owned by Minority Ethnicity?
☐ Yes ☒ No

13. Ethnic Group
☐ Black American ☐ Asian Pacific American ☐ Other
☐ Hispanic American ☐ Subcontinent Asian American
☐ Native American ☒ White/Caucasian

14. Woman Owned?
☐ Yes ☒ No

15. Veteran Owned
☐ Yes ☒ No

16. Type of Work Performed
☐ Construction ☐ Wholesale/Distributor
☐ Manufacturing ☒ Professional Service
☐ Retail ☐ General/Technical Service

17. Has the Business, or any officer or partner thereof, failed to complete a contract?
☐ Yes ☒ No

18. Is any litigation pending against the Business?
☒ Yes ☐ No

19. Has the Business ever been declared "Not Responsible"
☐ Yes ☒ No

20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?
☐ Yes ☒ No

21. Has the Business ever been a defaulter, as principal, surety or otherwise?
☐ Yes ☒ No

22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default?
☐ Yes ☒ No

23. Is the Business in arrears upon a contract or debt?
☐ Yes ☒ No

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?
☐ Yes ☒ No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?
☐ Yes ☒ No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

The litigation is in regards to vehicle accidents

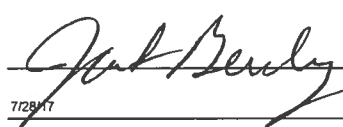
27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

NTOF, 4455 LBJ Freeway #300, Dallas, TX 75244

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

Printed Name Jack Bewley

Title President

Signature of Owner 

Date 7/28/17

Email Address jack.bewley@irvingholdings.net

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager

Attachment E
Affidavit of Non-Collusion

AFFIDAVIT OF NON-COLLUSION

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal(s) has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Proposer or materials, supplies, equipment, or service described in the invitation to proposal, designed to limit independent proposals or competition;
3. That the contents of the proposal or proposals has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

Signed _____

Firm Name _____

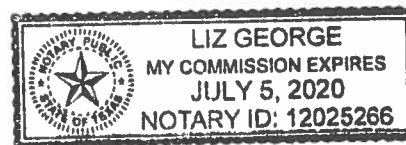
Irving Holdings, Inc

Subscribed and sworn to before me this 27 day of July, 20 20

Notary Public _____

My Commission expires July 5, 20 20

Proposer's E.I. Number 75-2876032 (number used on Employer's Quarterly Federal Tax Return)





Your Future Is Riding On Us.

Denton County Transportation Authority

July 13, 2017

ADDENDUM NO. 1

RFP 17-27 On-Call Taxi and Non-Emergency Transportation Services

Addendum must be acknowledged below and returned with the submittal.

Change 1

Ref: SCOPE OF WORK, TERMS AND CONDITIONS
Section 7.2.4

Original text

Utilize a prequalified list of passengers provided by agency or its partners to provide specific transportation services under agency determined parameters, and train drivers accordingly to qualify passengers and process any fare subsidies.

Change to

Utilize a prequalified list of passengers provided by agency or its partners to provide specific transportation services under agency determined parameters, and train drivers accordingly to process any fare subsidies.

Jeremy Lewallen
Procurement Coordinator

Acknowledged by: _____

Firm Representative

Date: 7/28/17



Our Future Is Riding On Us.

Denton County Transportation Authority

July 18, 2017

ADDENDUM NO. 2

RFP 17-27 On-Call Taxi and Non-Emergency Transportation Services

Addendum must be acknowledged below and returned with the submittal.

Change 1

The due date/time for proposals has changed. The new date/time is Friday, July 28th at 3:00PM.

Change 2

Ref: Federal Clauses

Original text

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Change to

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Jeremy Lewallen
Procurement Coordinator

Acknowledged by: _____

Firm Representative

Date: 7/28/17

Align top of FedEx PowerShip Label or ASTRA Label here.

mir

*Proposal for***On-Call Taxi and
Non-Emergency
Transportation Services
17-27****RECEIVED**
JUL 28 2017BY *L. Blackwell* Presented to:
8:02 AM**Denton County Transportation
Authority (DCTA)****Attention: Jeremy Lewallen
1955 Lakeway Drive Suite 260
Lewisville, TX 75057****Due: July 28th, 2017 at 3:00 pm***Submitted by:***IRVING  HOLDINGS****Irving Holdings, Inc.**

2515 Irving Blvd, Dallas, Texas 75207

Contact: Jack D. Bewley President
(817) 534-7777 Fax (817) 535-7450

Align bottom of Peel and Stick Airbill or Airbill Pouch here.



Denton County Transportation Authority

Task Order

Task Number:	1	Project ID:		Grant #:	
Contractor:	Irving Holdings				
PROJECT INFORMATION					
Name:	Collin County Transit Overview				
DCTA Account Code: (Contract to be Billed Under)				Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Project Lead	Michelle Bloomer				

DESCRIPTION
(Include Scope, Cost, and Deliverables with Schedule)
"Taxi Voucher" program for Elderly, Disabled, and other qualifying residents that reside in member cities of the McKinney Urban Transit District (MUTD) with transit services being provided throughout Collin County, Texas (the Service Area).
The initial term of this Task Order shall begin on October 1, 2017, and continue for a period of one year, unless sooner terminated or extended as provided herein (the "Initial Term").

SIGNATURES/APPROVALS			
Contractor:	See scope of services for signatures	Date	
COO:	See scope of services for signatures	Date	
James C. Cline, Jr. DCTA President	See scope of services for signatures	Date	



Collin County Transit Overview | October 1, 2017

Task Order #1

Scope of Services for Transit Services

1. Overall Intent

- 1.1 The intent of this Task Order is for Irving Holdings, Inc., to provide on behalf of DCTA, transit services through a "Taxi Voucher" program for Elderly, Disabled, and other qualifying residents who reside in the member cities of the McKinney Urban Transit District (MUTD) with transit services being provided throughout Collin County, Texas (the Service Area). Services provided by Irving Holdings shall include Taxi services for qualified customers with specific mobility devices as defined later in this task order.
- 1.2 DCTA will provide supporting service to facilitate the implementation of the program and ongoing contract management and program compliance. This Scope of Services establishes a framework for service initiation and the ongoing program of services. Changes required to meet the needs of the program may be made by mutual written agreement of the DCTA Contracting Officer and an authorized representative of Irving Holding, Inc.

2. Term of Services

- 2.1 The initial term of this Task Order shall begin on October 1, 2017, and continue for a period of one year, unless sooner terminated or extended as provided herein (the "Initial Term").

3. Compliance with Americans with Disabilities Act and Other Laws

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

4. Licensure

- 4.1 All vehicles providing Transit Services shall be operated by an operator duly licensed by the State of Texas and in current possession of said license to operate vehicles.

5. DCTA Responsibilities

Overall Program Management.

- 5.1 DCTA will be responsible for the overall management of the program with the City of McKinney and the successful delivery of the services and management of this Task Order scope of services.

Eligibility Certification.

- 5.2 DCTA will certify the eligibility of qualified residents based on the current policy established by the McKinney Urban Transit District and transmit this list of qualified residents to Irving Holdings. Certifications are currently conducted via mail, email, phone, or in person at DCTA offices. Additional on-site eligibility opportunities will be coordinated with City of McKinney staff.

Customer Service.

- 5.3 DCTA will provide customer service support to handle general program inquiries and passenger qualifications at 940.243.0077 and online at <https://www.dcta.net/about-dcta/passenger-comment>.

Support to City of McKinney and McKinney Urban Transit District.

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

6. Irving Holdings Responsibilities – Taxi Voucher Program Scope of Services

Support to DCTA and the City of McKinney and McKinney Urban Transit District.

- 6.1 Irving Holdings, upon request of DCTA shall participate as necessary, in reasonable meetings with DCTA and the City of McKinney, the McKinney Urban Transit District, and regulatory agencies in order to ensure the success of the program.

Compliance Reporting.

- 6.2 Irving Holdings shall support audit, TxDOT, FTA, and National Transit Database reporting and compliance requirements. Irving Holdings will provide reports on debit card loading/balances, trip reports, and additional information necessary to monitor service performance and meet federal, State and local reporting requirements.

Debit Card Issue/Reloading.

- 6.3** Irving Holdings will reload, replace lost cards (fee charged), and report all values loaded on the card. The initial guidance is to provide a 3:1 match (eligible passenger contributing \$25 will receive \$100 value on their debit card) with a maximum balance at any one time of \$400 and a maximum loading of \$400 in any given month. DCTA will work closely with City staff to monitor the allowable load rate to ensure budget limitations are sustained.

Trip Dispatch.

- 6.4** Irving Holdings will provide 24/7 dispatch operations, using a dedicated phone number for Collin County Transit.

Fleet and service expectations.

- 6.5** Irving Holdings will send clean and safe vehicles to the requested locations within promised time windows. This will include mobility device accessible vehicles, if requested.

Service Details.

- 6.6** Irving Holdings, DCTA's contractor, will operate service and will be responsible for call center operations, scheduling, dispatching, driver operations and management, vehicle maintenance, safety and licensing requirements, fare and data collection, as well as all reporting.
- 6.7** Irving Holdings will provide Taxi Services in support of this Task Order Monday through Friday, 6 a.m. to 6 p.m. and Saturday, 8 a.m. to 6 p.m.
- 6.8** Taxi fares will be based on standard meter rates and origin/destination.
- 6.9** The service area shall include municipalities that are predominately located in Collin County, Texas.
- 6.10** Eligibility shall be determined by DCTA, and DCTA shall provide Irving Holdings with a list of eligible program participants on an agreed upon schedule by both DCTA and Irving Holdings.
- 6.11** Customers who qualify will receive an introductory packet from DCTA that will include their qualification approval letter detailed instructions on how to request and load their debit card with funds and instructions on how to schedule a trip.

Fleet Vehicles.

- 6.12** Irving Holdings shall ensure that safe, clean, accessible vehicles are available to deliver timely Taxi services sufficient to meet the demand and maintain on-time performance.
- 6.13** Taxi service will be provided to eligible customers, including those with wheeled devices measuring up to 30" wide / 55" high / 48" deep and weighing up to 600 pounds (total weight of device plus occupant).

- 6.14** If a customer's specific mobility needs are beyond that of what Irving Holdings can provide (based on the restrictions above), the individual will be certified for the demand response service to be directly provided by DCTA

Loading of the Debit Cards provided by Irving Holdings

- 6.15** The customer can call Irving Holdings at 682.334.8045 and load a maximum of \$100 on their debit card (in \$5 increments) – the customer contribution will be matched 3-to-1 for a total value of up to \$400 maximum per month.

Rider Payment	Taxi Subsidy Received	Taxi Debit Card Value
\$5	\$15	\$20
\$10	\$30	\$40
\$15	\$45	\$60
\$20	\$60	\$80
\$25	\$75	\$100
\$30	\$90	\$120
\$35	\$105	\$140
\$40	\$120	\$160
\$45	\$135	\$180
\$50	\$150	\$200
\$55	\$165	\$220
\$60	\$180	\$240
\$65	\$195	\$260
\$70	\$210	\$280
\$75	\$225	\$300
\$80	\$240	\$320
\$85	\$255	\$340
\$90	\$270	\$360
\$95	\$285	\$380
\$100	\$300	\$400

- 6.16** Irving Holdings shall take debit card, credit card or a pre-paid Visa or Master Card gift card over the phone.

6.17 Irving Holdings shall also accept and process cash, check, or money orders via mail.

Reloading of Debit Cards

6.18 Customers may re-load their card each month, not to exceed the total value of up to \$400 maximum per month.

6.19 Un-used funds will roll over to the next month, however, in this case the customer will only be able to reload their debit card for the difference of their rollover balance up to \$400.

Multiple Re-Loads Per Month		
During Month 1, the customer loads \$25 on their debit card, with a match of \$75, for a total value of \$100	Because the customer only loaded a total of \$25 on their debit card in Month 1, they can re-load up to \$75 on their debit card, with a match of \$225, for a total value of \$300	During Month 1, the customer loaded funds on their debit card twice, but the total amount (including match) did not exceed \$100, with a match of \$300 for a total value of \$400 maximum total
Rollover Funding and a Re-Load		
During Month 1, the customer loads \$100 on their debit card, with a match of \$300, for a total value of \$400	The customer only used \$200 on their debit card during Month 1, so the remaining \$200 will roll over to Month 2 on the debit card	During Month 2, the customer is only able to load a total of \$50, with a match of \$150, for an added value of \$200

Booking a Trip.

Irving Holdings shall ensure the following process is used regarding the booking of trips:

6.20 Customers contact Irving Holdings at 972.728.6789. Trips can be booked 24 hours a day, seven (7) days a week, 365 days per year. Customers are encouraged to make trip requests at least two (2) hours in advance. Requests by passengers with special accessibility needs are encouraged to make trip requests by 5 p.m. on the day prior to requested service.

6.21 Irving Holdings shall make the best attempt to schedule service for customers who call with less than the suggested notice. The customer will schedule a trip by identifying the program account number, their individual account number; date, time, origin, and destination of the requested trip; and number of travel companions, and their special mobility needs, if any. Irving Holdings will provide an estimated trip cost upon request.

6.22 Irving Holdings will allow customers to schedule their return trip at the same time as the original trip, or to schedule the return trip after the fact if the exact return time is unknown.

6.23 Irving Holdings shall provide for Subscription service for customers who need to schedule a regularly-occurring trip(s) (e.g., same day/same time/weekly).

6.24 Irving Holdings will accept trip requests up to seven (7) days in advance.

Customer Takes a Trip

- 6.25** Irving Holdings will operate Collin County Transit service on a 0-to-20-minute window for scheduled pick-ups.
- 6.26** The vehicle is considered to be on time when it arrives within the assigned 20-minute ready-time window (e.g., 10 minutes before or 10 minutes after the requested/scheduled pick-up time).
- 6.27** Passengers are encouraged to be ready 10 minutes prior to the scheduled arrival time and are expected to board within the first five (5) minutes of the vehicle arriving.
- 6.28** Service shall be provided curb-to-curb.
- 6.29** It is expected that the customer must be able to get themselves and any required equipment into and out of the taxi.
- 6.30** Ensure service animals are permitted on vehicles for those customers requiring service animal assistance, in compliance with the Americans with Disabilities Act.
- 6.31** Irving Holdings will allow trip cancellations up to two (2) hours before the scheduled pick-up time.
- 6.32** Cancellations made with less than a two (2) hours' notice will be considered a No-Show.
- 6.33** A customer is given a No-Show when the vehicle arrives within the 20-minutes ready-time window and the rider fails to board the vehicle within five (5) minutes of the vehicle's arrival.
- 6.34** Irving Holdings shall track and report to DCTA the occurrence of customer cancellations and No-Shows, as customers may be penalized for excessive cancellations or No-Shows
- 6.35** Irving Holdings will make every effort to provide the trip as requested. However, trip requests may be denied due to capacity constraints or eligibility. Irving Holdings shall track and report trip denials to DCTA in an agreed upon format and timeline

Customer Payment

- 6.36** The one-way fare is based on the origin and destination requested by the customer; basic meter rates apply. \$2.25 is the boarding fee plus \$1.80 per mile. Traffic delay time/waiting-time charge of \$.45 per every 1.5 minutes will apply. Irving Holdings agrees to waive the minimum trip charge for ambulatory and non-ambulatory trips provided under Collin County Transit (MCK2017).
- 6.37** Riders may be responsible for any toll charges the trip may require as part of the fare.
- 6.38** Fares are to be paid using the taxi debit card. Taxi drivers will accept cash and credit card for any additional payments.

- 6.39** Personal Care Attendants (PCA) and guests may accompany a customer, but must pay for service separately (cash or credit card). The customer cannot use their debit card to pay for accompanying PCAs or guests.
- 6.40** If the total fare is more than what is available on the debit card, it is the customer's responsibility to pay the difference (cash or credit card).
- 6.41** Taxi debit cards are not to be used for tipping.

Debit Card Balance

- 6.42** Irving Holdings shall provide for the following: allow customers to provide their email address to opt in to receive low balance alerts; low balance alerts are to be sent via email once a debit card balance has reached \$20 or less; allow for customers to provide their email address or update their email address with Irving Holdings by calling 682.334.8045; Allow for customers to contact Irving Holdings at 682.334.8045 to obtain their balance and confirm receipt of payment.
- 6.43** Irving Holdings shall provide for the following: allow customers to provide their email address to opt in to receive low balance alerts; low balance alerts are to be sent via email once a debit card balance has reached \$20 or less; allow for customers to provide their email address or update their email address with Irving Holdings by calling 682.334.8045; Allow for customers to contact Irving Holdings at 682.334.8045 to obtain their balance and confirm receipt of payment.

Lost, Stolen, or Damaged Debit Cards

- 6.44** Irving Holdings shall provide for the following: Customers to report a lost, stolen or damaged debit card to Irving Holdings at 682.334.8045.
- 6.45** Irving Holdings shall provide for the following: Customers to report a lost, stolen or damaged debit card to Irving Holdings at 682.334.8045.
- 6.46** Upon notification by the customer of a lost, stolen, or damaged card, Irving Holdings will immediately deactivate the lost, stolen, or damaged card.
- 6.47** Irving Holdings may charge the customer up to \$1 dollar for each replacement card.
- 6.48** Irving Holdings will process all replacement card requests as expediently as possible, but not more than five business days from the date of the original request.
- 6.49** Any unused funds remaining on the lost, stolen, or damaged card will be transferred to the replacement card and mailed to the customer.

Customer Service

- 6.50** 1.1. Customers will call Irving Holdings at 972.728.6789 for questions related to booking a trip, a trip already booked, or other service-related questions.

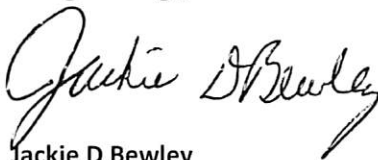
- 6.51 Customers will call Irving Holdings at 972.728.6789 for questions related to booking a trip, a trip already booked, or other service-related questions.
- 6.52 Irving Holdings shall ensure customer calls are answered in an expedient manner with minimal wait times and calls dropped.
- 6.53 The customer shall call DCTA Customer Service at 940.243.0077 with questions regarding how the program works, to determine eligibility for the program, and to provide feedback on the service provided.
- 6.54 DCTA Customer Service is available Monday through Friday from 5 a.m. to 7 p.m. and Saturdays from 8 a.m. to 4 p.m.

Invoicing and Payment

- 6.55 Weekly, Irving Holdings will invoice DCTA based on the matching funds loaded on to authorized customer's debit cards the previous week. Supporting documentation will be provided in a mutually agreeable format.
- 6.56 Weekly, Irving Holdings will invoice DCTA based on the matching funds loaded on to authorized customer's debit cards the previous week. Supporting documentation will be provided in a mutually agreeable format.
- 6.57 On a monthly basis, Irving Holdings will invoice DCTA for their 15% administrative fee based on the cost of the actual trips taken in the prior month. Supporting documentation will be provided in a mutually agreeable format.

Agreed:

Irving Holdings, Inc

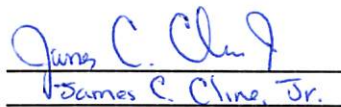


Jackie D Bewley

President

Date: 12/4/17

Denton County Transit Authority



Date: 4 December 2017



Denton County Transportation Authority Task Order

Task Number:	2	Project ID:		Grant #	
Contractor:	Irving Holdings				
PROJECT INFORMATION					
Name:	Collin County Transit: Taxi Voucher Program				
DCTA Account Code: (Contract to be Billed Under)	230-50810			Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Project Lead	Michelle Bloomer				
Requested By					
Cost Estimate					
Not to Exceed Budget					

DESCRIPTION
(Include Scope, Cost, and Deliverables with Schedule)
<p>"Taxi Voucher" program for elderly, disabled and other qualifying residents who reside in the member cities of the McKinney Urban Transit District (MUTD) with transit services being provided throughout Collin County, Texas (the service area).</p> <p>The initial term of this task order shall begin on October 1, 2018, and continue for a period of one year, unless sooner terminated or extended as provided herein (the "Initial Term").</p>

SIGNATURES/APPROVALS			
Contractor:		Date	9/28/2018
Department Head:		Date	
Raymond Suarez DCTA President		Date	09/28/18



Collin County Transit Overview | October 1, 2018

Task Order #2

Scope of Services for Transit Services

1. Overall Intent

- 1.1 The intent of this Task Order is for Irving Holdings, Inc., to provide on behalf of DCTA, transit services through a "Taxi Voucher" program for Elderly, Disabled, and other qualifying residents who reside in the member cities of the McKinney Urban Transit District (MUTD) with transit services being provided throughout Collin County, Texas (the Service Area). Services provided by Irving Holdings shall include Taxi services for qualified customers, including customers with specific mobility devices as defined later in this task order.
- 1.2 DCTA will provide supporting service to facilitate the implementation of the program and on-going contract management and program compliance. This Scope of Services establishes a framework for the ongoing program of services. Changes required to meet the needs of the program may be made by mutual written agreement of the DCTA Contracting Officer and an authorized representative of Irving Holding, Inc.

2. Term of Services

- 2.1 The initial term of this Task Order shall begin October 1, 2018 and continue for a period of one year. After the initial term, this agreement shall automatically renew for successive one-year terms.

3. Compliance with Americans with Disabilities Act and Other Laws

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

4. Licensure

- 4.1 All vehicles providing Transit Services shall be operated by an operator duly licensed by the State of Texas and in current possession of said license to operate vehicles.

5. DCTA Responsibilities

Overall Program Management.

- 5.1 DCTA will be responsible for the overall management of the program with the City of McKinney and the successful delivery of the services and management of this Task Order Scope of Services.

Eligibility Certification.

- 5.2 DCTA will certify the eligibility of qualified residents based on the current policy established by the McKinney Urban Transit District and transmit this list of qualified residents to Irving Holdings. Certifications are currently conducted via mail, email, phone, or in person at DCTA offices. Additional on-site eligibility opportunities will be coordinated with City of McKinney staff.

Customer Service.

- 5.3 DCTA will provide customer service support to handle general program inquiries and passenger qualifications at 940.243.0077 and online at <https://www.dcta.net/about-dcta/passenger-comment>.

Support to City of McKinney and McKinney Urban Transit District.

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

6. Irving Holdings Responsibilities – Taxi Voucher Program Scope of Services

Support to DCTA and the City of McKinney and McKinney Urban Transit District.

- 6.1 Irving Holdings, upon request of DCTA shall participate as necessary, in reasonable meetings with DCTA and the City of McKinney, the McKinney Urban Transit District, and regulatory agencies to ensure the success of the program.

Reporting.

- 6.2 Irving Holdings shall support audit, TxDOT, FTA, and National Transit Database reporting and compliance requirements.
- 6.3 Irving Holdings will provide reports on debit card loading/balances, trip reports, and additional information necessary to monitor service performance and meet federal, State and local reporting requirements.
- 6.4 Irving Holdings shall provide special reporting as requested by DCTA on an as needed basis.
- 6.5 All reports are due to DCTA by the fifth business day after month end.

Debit Card Issue/Reloading.

- 6.6 Irving Holdings will reload, replace lost cards (fee charged), and report all values loaded on the card. The initial guidance is to provide a 3:1 match (eligible passenger contributing \$25 will receive \$100 value on their debit card) with a maximum balance at any one time of \$400 and a maximum loading of \$400 in any given month. DCTA will work closely with City staff to monitor the allowable load rate to ensure budget limitations are sustained.

Trip Dispatch.

- 6.7 Irving Holdings will provide 24/7 dispatch operations using 972.728.6789, the dedicated phone number for Collin County Transit.

Fleet and service expectations.

- 6.8 Irving Holdings will send clean and safe vehicles to the requested locations within promised time windows. This will include mobility device accessible vehicles, if requested. See 6.15.

Service Details.

- 6.9 Irving Holdings, DCTA's contractor, will operate service and will be responsible for call center operations, scheduling, dispatching, driver operations and management, vehicle maintenance, safety and licensing requirements, fare and data collection, as well as all reporting.
- 6.10 Irving Holdings will provide Taxi Services in support of this Task Order Monday through Friday, 6 a.m. to 6 p.m. and Saturday, 8 a.m. to 6 p.m. All requests received for first or last pick-up times during these service hours will be accepted. (Request for pickup at 6 a.m. or 6 p.m.)
- 6.11 Taxi fares will be based on standard meter rates and origin/destination.
- 6.12 The service area shall include municipalities that are predominately located in Collin County, Texas.
- 6.13 Eligibility shall be determined by DCTA, and DCTA shall provide Irving Holdings with a list of eligible program participants on an agreed upon schedule by both DCTA and Irving Holdings.
- 6.14 Customers who qualify will receive an introductory packet from DCTA that will include their qualification approval letter, detailed instructions on how to request and load their debit card with funds, and instructions on how to schedule a trip.

Fleet Vehicles.

- 6.15 Irving Holdings shall ensure that safe, clean, accessible vehicles are available to deliver timely Taxi services sufficient to meet the demand and maintain on-time performance.
- 6.16 Taxi service will be provided to eligible customers, including those with wheeled devices measuring up to 30" wide / 55" high / 48" deep and weighing up to 600 pounds (total weight of device plus occupant).

- 6.17** If a customer's specific mobility needs are beyond that of what Irving Holdings can provide (based on the restrictions above), the individual will be certified for the demand response service to be directly provided by DCTA

Loading of the Debit Cards provided by Irving Holdings

- 6.18** The customer can call Irving Holdings at 682.334.8045 and load a maximum of \$100 on their debit card (in \$5 increments) – the customer contribution will be matched 3-to-1 for a total value of up to \$400 maximum per month.

Rider Payment	Taxi Subsidy Received	Taxi Debit Card Value
\$5	\$15	\$20
\$10	\$30	\$40
\$15	\$45	\$60
\$20	\$60	\$80
\$25	\$75	\$100
\$30	\$90	\$120
\$35	\$105	\$140
\$40	\$120	\$160
\$45	\$135	\$180
\$50	\$150	\$200
\$55	\$165	\$220
\$60	\$180	\$240
\$65	\$195	\$260
\$70	\$210	\$280
\$75	\$225	\$300
\$80	\$240	\$320
\$85	\$255	\$340
\$90	\$270	\$360
\$95	\$285	\$380
\$100	\$300	\$400

- 6.19** Irving Holdings shall take debit card, credit card or a pre-paid Visa or Master Card gift card over the phone.

6.20 Irving Holdings shall also accept and process cash, checks, or money orders via mail.

Reloading of Debit Cards

6.21 Customers may re-load their card each month, not to exceed the total value of up to \$400 maximum per month.

6.22 Un-used funds will roll over to the next month, however, in this case the customer will only be able to reload their debit card for the difference of their rollover balance up to \$400.

Multiple Re-Loads Per Month		
During Month 1, the customer loads \$25 on their debit card, with a match of \$75, for a total value of \$100	Because the customer only loaded a total of \$25 on their debit card in Month 1, they can re-load up to \$75 on their debit card, with a match of \$225, for a total value of \$300	During Month 1, the customer loaded funds on their debit card twice, but the total amount did not exceed \$100, with a match of \$300 for a total value of \$400 (maximum total)
Rollover Funding and a Re-Load		
During Month 1, the customer loads \$100 on their debit card, with a match of \$300, for a total value of \$400	The customer only used \$200 on their debit card during Month 1, so the remaining \$200 will roll over to Month 2 on the debit card	During Month 2, the customer is only able to load a total of \$50, with a match of \$150, for an added value of \$200

Booking a Trip.

Irving Holdings shall ensure the following process is used regarding the booking of trips:

6.23 Customers contact Irving Holdings at 972.728.6789. Trips can be booked 24 hours a day, seven (7) days a week, 365 days per year. Customers are encouraged to make trip requests at least two (2) hours in advance. Requests by passengers with special accessibility needs are encouraged to make trip requests by 5 p.m. on the day prior to requested service.

6.24 Irving Holdings shall make the best attempt to schedule service for customers who call with less than the suggested notice. The customer will schedule a trip by identifying the program account number, their individual account number; date, time, origin, and destination of the requested trip; and number of travel companions, and their special mobility needs, if any. Irving Holdings will provide an estimated trip cost upon request.

6.25 Irving Holdings will allow customers to schedule their return trip at the same time as the original trip, or to schedule the return trip after the fact if the exact return time is unknown.

6.26 Irving Holdings shall provide for Subscription service for customers who need to schedule a regularly-occurring trip(s) (e.g., same day/same time/weekly).

6.27 Irving Holdings will accept trip requests up to seven (7) days in advance.

- 6.28 Irving Holdings will notify DCTA, monthly, regarding trips booked outside the service parameters, individuals who have possibly moved, individuals who have gone negative on their debit card balance.

Customer Takes a Trip

- 6.29 Irving Holdings will operate Collin County Transit service on a 0-to-20-minute window for scheduled pick-ups.
- 6.30 The vehicle is considered on time when it arrives within the assigned 20-minute ready-time window (e.g., 10 minutes before or 10 minutes after the requested/scheduled pick-up time).
- 6.31 Passengers are encouraged to be ready 10 minutes prior to the scheduled arrival time and are expected to board within the first five (5) minutes of the vehicle arriving.
- 6.32 Service shall be provided curb-to-curb.
- 6.33 It is expected that the customer must be able to get themselves and any required equipment into and out of the taxi.
- 6.34 Ensure service animals are permitted on vehicles for those customers requiring service animal assistance, in compliance with the Americans with Disabilities Act.
- 6.35 Irving Holdings will allow trip cancellations up to two (2) hours before the scheduled pick-up time.
- 6.36 Irving Holdings shall track and report to DCTA the occurrence of customer cancellations and no-shows, as customers may be penalized for excessive cancellations or no-shows.
- 6.37 Irving Holdings will make every effort to provide the trip as requested. However, trip requests may be denied due to capacity constraints or eligibility.

Customer Payment

- 6.38 The one-way fare is based on the origin and destination requested by the customer; basic meter rates apply. \$2.25 is the boarding fee plus \$1.80 per mile. Traffic delay time/waiting-time charge of \$.45 per every 1.5 minutes will apply. Riders may be responsible for any toll charges the trip may require as part of the fare.
- 6.39 Fares are to be paid using the taxi debit card. Taxi drivers will accept cash and credit card for any additional payments.
- 6.40 Personal Care Attendants (PCA) and guests may accompany a customer. Payment will be based upon McKinney Urban Transit District Board policy.
- 6.41 If the total fare is more than what is available on the debit card, it is the customer's responsibility to pay the difference (cash or credit card).

6.42 Taxi debit cards are not to be used for tipping.

Debit Card Balance

6.43 Irving Holdings shall provide for the following: allow customers to provide their email address to opt in to receive low balance alerts; low balance alerts are to be sent via email once a debit card balance has reached \$20 or less; allow for customers to provide their email address or update their email address with Irving Holdings by calling 682.334.8045; Allow for customers to contact Irving Holdings at 682.334.8045 to obtain their balance and confirm receipt of payment.

6.44 Irving Holdings shall notify DCTA if an individual is to run out of funds twice in a 30-day period.

Lost, Stolen, or Damaged Debit Cards

6.45 Irving Holdings shall provide for the following: Customers to report a lost, stolen or damaged debit card to Irving Holdings at 682.334.8045.

6.46 Upon notification by the customer of a lost, stolen, or damaged card, Irving Holdings will immediately deactivate the lost, stolen, or damaged card.

6.47 Irving Holdings may charge the customer up to \$1 dollar for each replacement card.

6.48 Irving Holdings will process all replacement card requests as expeditiously as possible, but not more than five business days from the date of the original request.

6.49 Any unused funds remaining on the lost, stolen, or damaged card will be transferred to the replacement card and mailed to the customer.

Customer Service

6.50 Customers will call Irving Holdings at 972.728.6789 for questions related to booking a trip, a trip already booked, or other service-related questions.

6.51 Irving Holdings shall ensure customer calls are answered in an expedient manner with minimal wait time and dropped calls.

6.52 The customer shall call DCTA Customer Service at 940.243.0077 with questions regarding how the program works, to determine eligibility for the program, and to provide feedback on the service provided.

6.53 DCTA Customer Service is available Monday through Friday from 5 a.m. to 7 p.m. and Saturdays from 8 a.m. to 4 p.m.

6.54 Irving Holdings shall respond to customer complaints, forwarded by DCTA, as expeditiously as possible, but not more than three business days from the initial inquiry.

Invoicing and Payment

- 6.55 Weekly, Irving Holdings will invoice DCTA based on the matching funds loaded on to authorized customer's debit cards the previous week. Supporting documentation will be provided in a mutually agreeable format.
- 6.56 Monthly, Irving Holdings will invoice DCTA for their 15% administrative fee based on the cost of the actual trips taken in the prior month. Supporting documentation will be provided in a mutually agreeable format.



Denton County Transportation Authority

Task Order

Task Number:	3	Project ID:		Grant #	
Contractor:	Irving Holdings				
PROJECT INFORMATION					
Name:	Collin County Transit: Taxi Voucher Program				
DCTA Account Code: (Contract to be Billed Under)	230-50810			Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Project Lead	Sarah Hultquist				
Requested By	Lindsey Baker				
Cost Estimate					
Not to Exceed Budget	\$47,000 for a three month term				

DESCRIPTION
(Include Scope, Cost, and Deliverables with Schedule)
<p>"Taxi Voucher" program for elderly, disabled and other qualifying residents who reside in the member cities of the McKinney Urban Transit District (MUTD) with transit services being provided throughout Collin County, Texas (the service area).</p> <p>The initial term of this task order shall begin on October 1, 2020, and continue for a period of three months, unless sooner terminated or extended as provided herein (the "Initial Term").</p>

SIGNATURES/APPROVALS			
Contractor:		Date	
Nicole Recker Department Head		Date	
Raymond Suarez CEO DCTA		Date	



Collin County Transit Overview | October 1, 2020

Task Order #3

Scope of Services for Transit Services

1. Overall Intent

- 1.1 The intent of this Task Order is for Irving Holdings, Inc., to provide on behalf of DCTA, transit services through a "Taxi Voucher" program for Elderly, Disabled, and other qualifying residents who reside in the member cities of the McKinney Urban Transit District (MUTD) with transit services being provided throughout Collin County, Texas (the Service Area). Services provided by Irving Holdings shall include Taxi services for qualified customers, including customers with specific mobility devices as defined later in this task order.
- 1.2 DCTA will provide supporting service to facilitate the implementation of the program and on-going contract management and program compliance. This Scope of Services establishes a framework for the ongoing program of services. Changes required to meet the needs of the program may be made by mutual written agreement of the DCTA Contracting Officer and an authorized representative of Irving Holding, Inc.

2. Term of Services

- 2 The initial term of this Task Order shall begin October 1, 2020 and continue for a period of 3 months ending on December 31, 2020 unless terminated in writing with a 60-day notice.

3. Compliance with Americans with Disabilities Act and Other Laws

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

4. Licensure

- 4.1 All vehicles providing Transit Services shall be operated by an operator duly licensed by the State of Texas and in current possession of said license to operate vehicles.

5. DCTA Responsibilities

Overall Program Management.

- 5.1 DCTA will be responsible for the overall management of the program with the City of McKinney and the successful delivery of the services and management of this Task Order Scope of Services.

Eligibility Certification.

- 5.2 DCTA will certify the eligibility of qualified residents based on the current policy established by the McKinney Urban Transit District and transmit this list of qualified residents to Irving Holdings. Certifications are currently conducted via mail, email, phone, or in person at DCTA offices. Additional on-site eligibility opportunities will be coordinated with City of McKinney staff.

Customer Service.

- 5.3 DCTA will provide customer service support to handle general program inquiries and passenger qualifications at 940.243.0077 and online at <https://www.dcta.net/rider-info/411/go-request>.

Support to City of McKinney and McKinney Urban Transit District.

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

6. Irving Holdings Responsibilities – Taxi Voucher Program Scope of Services

Support to DCTA and the City of McKinney and McKinney Urban Transit District.

- 6.1 Irving Holdings, upon request of DCTA shall participate as necessary, in reasonable meetings with DCTA and the City of McKinney, the McKinney Urban Transit District, and regulatory agencies to ensure the success of the program.

Reporting.

- 6.2 Irving Holdings shall support audit, TxDOT, FTA, and National Transit Database reporting and compliance requirements.
- 6.3 Irving Holdings will provide reports on debit card loading/balances, trip reports, and additional information necessary to monitor service performance and meet federal, State and local reporting requirements.
- 6.4 Irving Holdings shall provide special reporting as requested by DCTA on an as needed basis.
- 6.5 All reports are due to DCTA by the fifth business day after month end.

Debit Card Issue/Reloading.

- 6.6 Irving Holdings will reload, replace lost cards (fee charged), and report all values loaded on the card. The initial guidance is to provide a match (eligible passenger contributing will receive value

on their debit card) with a maximum balance at any one time of and a maximum loading of in any given month. DCTA will work closely with City staff to monitor the allowable load rate to ensure budget limitations are sustained.

Trip Dispatch.

- 6.7 Irving Holdings will provide 24/7 dispatch operations using 972.728.6789, the dedicated phone number for Collin County Transit.

Fleet and service expectations.

- 6.8 Irving Holdings will send clean and safe vehicles to the requested locations within promised time windows. This will include mobility device accessible vehicles, if requested. See 6.16.

Service Details.

- 6.9 Irving Holdings, DCTA's contractor, will operate service and will be responsible for call center operations, scheduling, dispatching, driver operations and management, vehicle maintenance, safety and licensing requirements, fare and data collection, as well as all reporting.
- 6.10 Irving holdings will provide Taxi Services in support of this Task Order Monday through Friday, 6 a.m. to 6 p.m. and Saturday, 8 a.m. to 6 p.m. All requests received for first or last pick-up times during these service hours will be accepted. (Request for pickup at 6 a.m. or 6 p.m.)
- 6.11 Taxi fares will be based on standard meter rates and origin/destination.
- 6.12 The service area shall include municipalities that are predominately located in Collin County, Texas.
- 6.13 Eligibility shall be determined by DCTA, and DCTA shall provide Irving Holdings with a list of eligible program participants on an agreed upon schedule by both DCTA and Irving Holdings.
- 6.14 Customers who qualify will receive an introductory packet from DCTA that will include their qualification approval letter, detailed instructions on how to request and load their debit card with funds, and instructions on how to schedule a trip.

Fleet Vehicles.

- 6.15 Irving Holdings shall ensure that safe, clean, accessible vehicles are available to deliver timely Taxi services sufficient to meet the demand and maintain on-time performance.
- 6.16 Taxi service will be provided to eligible customers, including those with wheeled devices measuring up to 30" wide / 55" high / 48" deep and weighing up to 600 pounds (total weight of device plus occupant).
- 6.17 If a customer's specific mobility needs are beyond that of what Irving Holdings can provide (based on the restrictions above), the individual will be certified for the demand response service to be directly provided by DCTA

Loading of the Debit Cards provided by Irving Holdings

- 6.18** The customer can call Irving Holdings at 682.334.8045 and load a maximum of \$90 on their debit card (in \$5 increments). The customer contribution will be matched 15-85 for a total value of up to \$600 maximum per month:

Rider Payment	Taxi Subsidy Received	Taxi Debit Card Value
\$5	\$28	\$33
\$10	\$57	\$67
\$15	\$85	\$100
\$20	\$113	\$133
\$25	\$142	\$167
\$30	\$170	\$200
\$35	\$198	\$233
\$40	\$227	\$267
\$45	\$255	\$300
\$50	\$283	\$333
\$55	\$312	\$367
\$60	\$340	\$400
\$65	\$368	\$433
\$70	\$397	\$467
\$75	\$425	\$500
\$80	\$453	\$533
\$85	\$482	\$567
\$90	\$510	\$600

- 6.19** Irving Holdings shall take debit card, credit card or a pre-paid Visa or Master Card gift card over the phone.

- 6.20** Irving Holdings shall also accept and process cash, checks, or money orders via mail.

Reloading of Debit Cards

- 6.21** Customers may re-load their card each month, not to exceed the total value of up to \$600 maximum per month.

- 6.22 Un-used funds will roll over to the next month, however, in this case the customer will only be able to reload their debit card for the difference of their rollover balance up to \$600.

Booking a Trip.

Irving Holdings shall ensure the following process is used regarding the booking of trips:

- 6.23 Customers contact Irving Holdings at 972.728.6789. Trips can be booked 24 hours a day, seven (7) days a week, 365 days per year. Customers are encouraged to make trip requests at least two (2) hours in advance. Requests by passengers with special accessibility needs are encouraged to make trip requests by 5 p.m. on the day prior to requested service.
- 6.24 Irving Holdings shall make the best attempt to schedule service for customers who call with less than the suggested notice. The customer will schedule a trip by identifying the program account number, their individual account number; date, time, origin, and destination of the requested trip; and number of travel companions, and their special mobility needs, if any. Irving Holdings will provide an estimated trip cost upon request.
- 6.25 Irving Holdings will allow customers to schedule their return trip at the same time as the original trip, or to schedule the return trip after the fact if the exact return time is unknown.
- 6.26 Irving Holdings shall provide for Subscription service for customers who need to schedule a regularly occurring trip(s) (e.g., same day/same time/weekly).
- 6.27 Irving Holdings will accept trip requests up to seven (7) days in advance.
- 6.28 Irving Holdings will notify DCTA, monthly, regarding trips booked outside the service parameters, individuals who have possibly moved, individuals who have gone negative on their debit card balance.

Customer Takes a Trip

- 6.29 Irving Holdings will operate Collin County Transit service on a 0-to-20-minute window for scheduled pick-ups.
- 6.30 The vehicle is considered on time when it arrives within the assigned 20-minute ready-time window (e.g., 10 minutes before or 10 minutes after the requested/scheduled pick-up time).
- 6.31 Passengers are encouraged to be ready 10 minutes prior to the scheduled arrival time and are expected to board within the first five (5) minutes of the vehicle arriving.
- 6.32 Service shall be provided curb-to-curb.
- 6.33 It is expected that the customer must be able to get themselves and any required equipment into and out of the taxi.
- 6.34 Ensure service animals are permitted on vehicles for those customers requiring service animal assistance, in compliance with the Americans with Disabilities Act.

- 6.35 Irving Holdings will allow trip cancellations up to two (2) hours before the scheduled pick-up time.
- 6.36 Irving Holdings shall track and report to DCTA the occurrence of customer cancellations and no-shows, as customers may be penalized for excessive cancellations or no-shows.
- 6.37 Irving Holdings will make every effort to provide the trip as requested. However, trip requests may be denied due to capacity constraints or eligibility.

Customer Payment

- 6.38 The one-way fare is based on the origin and destination requested by the customer; basic meter rates apply. \$2.25 is the boarding fee plus \$1.80 per mile. Traffic delay time/waiting-time charge of \$.45 per every 1.5 minutes will apply. Riders may be responsible for any toll charges the trip may require as part of the fare.
- 6.39 Fares are to be paid using the taxi debit card. Taxi drivers will accept cash and credit card for any additional payments.
- 6.40 Personal Care Attendants (PCA) and guests may accompany a customer. Payment will be based upon McKinney Urban Transit District Board policy.
- 6.41 If the total fare is more than what is available on the debit card, it is the customer's responsibility to pay the difference (cash or credit card).
- 6.42 Taxi debit cards are not to be used for tipping.

Debit Card Balance

- 6.43 Irving Holdings shall provide for the following: allow customers to provide their email address to opt in to receive low balance alerts; low balance alerts are to be sent via email once a debit card balance has reached \$20 or less; allow for customers to provide their email address or update their email address with Irving Holdings by calling 682.334.8045; Allow for customers to contact Irving Holdings at 682.334.8045 to obtain their balance and confirm receipt of payment.
- 6.44 Irving Holdings shall notify DCTA if an individual is to run out of funds twice in a 30-day period.

Lost, Stolen, or Damaged Debit Cards

- 6.45 Irving Holdings shall provide for the following: Customers to report a lost, stolen or damaged debit card to Irving Holdings at 682.334.8045.
- 6.46 Upon notification by the customer of a lost, stolen, or damaged card, Irving Holdings will immediately deactivate the lost, stolen, or damaged card.
- 6.47 Irving Holdings may charge the customer up to \$1 dollar for each replacement card.

6.48 Irving Holdings will process all replacement card requests as expeditiously as possible, but not more than five business days from the date of the original request.

6.49 Any unused funds remaining on the lost, stolen, or damaged card will be transferred to the replacement card and mailed to the customer.

Customer Service

6.50 Customers will call Irving Holdings at 972.728.6789 for questions related to booking a trip, a trip already booked, or other service-related questions.

6.51 Irving Holdings shall ensure customer calls are answered in an expedient manner with minimal wait time and dropped calls.

6.52 The customer shall call DCTA Customer Service at 940.243.0077 with questions regarding how the program works, to determine eligibility for the program, and to provide feedback on the service provided.

6.53 DCTA Customer Service is available Monday through Friday from 5 a.m. to 7 p.m. and Saturdays from 8 a.m. to 4 p.m.

6.54 Irving Holdings shall respond to customer complaints, forwarded by DCTA, as expeditiously as possible, but not more than three business days from the initial inquiry.

Invoicing and Payment

6.55 Weekly, Irving Holdings will invoice DCTA based on the matching funds loaded on to authorized customer's debit cards the previous week. Supporting documentation will be provided in a mutually agreeable format.

6.56 Monthly, Irving Holdings will invoice DCTA for their 15% administrative fee based on the cost of the actual trips taken in the prior month. Supporting documentation will be provided in a mutually agreeable format.



Board of Directors Memo

August 27, 2020

SUBJECT: Monthly Sales Tax Receipts

Background

Sales tax represents the single largest source of revenue for DCTA at 49.64% for the Fiscal Year 2020 budget. The annual revised sales tax budget for FY20 is \$21,464,452. 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 August, receipts were favorable compared to the revised budget.

- Sales tax for sales generated at retail in the month of June and received in August was \$2,819,430.
- This represents an increase of 129.11% or \$1,588,831 compared to revised budget for the month and an increase of 7.29% or \$191,565 compared to the original budget for the month.
- Compared to the same month last year, sales tax receipts are \$163,071 or 6.14% higher.
- Member city collections for the month compared to prior year are as follows:
 - City of Lewisville up 11.56%
 - City of Denton up 2.20%
 - City of Highland Village down 24.52%

Identified Need

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

Recommendation

For information only. No action required.

Exhibits

Exhibit 1: FY20 Monthly Sales Tax Report

Submitted By: 
Amanda Riddle
Senior Manager of Budget

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

DENTON COUNTY TRANSPORTATION AUTHORITY

SALES TAX REPORT
BUDGET TO ACTUAL AND PREVIOUS YEAR COMPARISON

Sales Generated in Month of:	Received in Month of:	2019-2020 Original Budget	2019-2020 Revised Budget	2019-2020 Year Actual	Variance Actual to Original Budget	CY Actual to CY Original Budget % Variance ^(A)	Variance Actual to Revised Budget	CY Actual to CY Revised Budget % Variance ^(B)	2018-2019 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 2,353,270	\$ 2,329,419	\$ 2,329,419	\$ (23,851)	-1.01%	\$ -	0.00%	\$ 2,307,128	\$ 22,291	0.97%
November	January	\$ 2,338,596	\$ 2,188,220	\$ 2,188,220	\$ (150,376)	-6.43%	\$ -	0.00%	\$ 2,292,741	\$ (104,521)	-4.56%
December	February	\$ 2,888,362	\$ 3,191,714	\$ 3,191,714	\$ 303,352	10.50%	\$ -	0.00%	\$ 2,831,728	\$ 359,986	12.71%
January	March	\$ 2,111,018	\$ 2,268,362	\$ 2,268,362	\$ 157,344	7.45%	\$ -	0.00%	\$ 2,069,625	\$ 198,737	9.60%
February	April	\$ 2,064,564	\$ 2,114,448	\$ 2,114,448	\$ 49,884	2.42%	\$ -	0.00%	\$ 2,024,082	\$ 90,366	4.46%
March	May	\$ 2,525,343	\$ 2,503,274	\$ 2,503,274	\$ (22,069)	-0.87%	\$ -	0.00%	\$ 2,475,826	\$ 27,448	1.11%
April	June	\$ 2,534,129	\$ 1,183,731	\$ 2,185,555	\$ (348,574)	-13.76%	\$ 1,001,824	84.63%	\$ 2,484,440	\$ (298,886)	-12.03%
May	July	\$ 2,234,810	\$ 1,034,072	\$ 2,400,743	\$ 165,933	7.42%	\$ 1,366,671	132.16%	\$ 2,307,292	\$ 93,451	4.05%
June	August	\$ 2,627,865	\$ 1,230,599	\$ 2,819,430	\$ 191,565	7.29%	\$ 1,588,831	129.11%	\$ 2,656,359	\$ 163,071	6.14%
July	September	\$ 2,225,018	\$ 1,029,176						\$ 2,447,195		
August	October	\$ 2,441,366	\$ 1,137,350						\$ 2,312,424		
September	November	\$ 2,674,843	\$ 1,254,087						\$ 2,552,054		
YTD TOTAL		\$ 21,677,957	\$ 18,043,839	\$ 22,001,165	\$ 323,208	1.49%	\$ 3,957,326	21.93%	\$ 21,449,222	\$ 551,943	2.57%
FISCAL YEAR TOTAL		\$ 29,019,184	\$ 21,464,452						\$ 28,760,896		

^(A) Formula: YTD Variance Actual to Original Budget/YTD Original Budget^(B) Formula: YTD Variance Actual to Revised Budget/YTD Revised Budget

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

August 18, 2020

DENTON COUNTY TRANSPORTATION AUTHORITY

MEMBER CITIES SALES TAX REPORT
MONTH ALLOCATION IS RECEIVED FROM COMPTROLLER
PREVIOUS YEAR COMPARISON

CITY OF LEWISVILLE						CITY OF HIGHLAND VILLAGE					
Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance	Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,287,654	\$ 3,282,870	\$ (4,784)	-0.15%	October	December	\$ 319,132	\$ 357,488	\$ 38,356	12.02%
November	January	\$ 3,193,613	\$ 2,904,782	\$ (288,831)	-9.04%	November	January	\$ 311,524	\$ 356,224	\$ 44,700	14.35%
December	February	\$ 4,003,626	\$ 4,407,090	\$ 403,465	10.08%	December	February	\$ 446,811	\$ 521,121	\$ 74,309	16.63%
January	March	\$ 3,029,803	\$ 3,148,942	\$ 119,140	3.93%	January	March	\$ 283,228	\$ 338,734	\$ 55,507	19.60%
February	April	\$ 2,965,849	\$ 2,987,194	\$ 21,344	0.72%	February	April	\$ 258,782	\$ 262,811	\$ 4,029	1.56%
March	May	\$ 3,631,625	\$ 3,733,423	\$ 101,799	2.80%	March	May	\$ 344,912	\$ 322,245	\$ (22,667)	-6.57%
April	June	\$ 3,806,587	\$ 3,294,690	\$ (511,898)	-13.45%	April	June	\$ 304,322	\$ 267,280	\$ (37,043)	-12.17%
May	July	\$ 3,253,159	\$ 3,399,328	\$ 146,168	4.49%	May	July	\$ 340,531	\$ 311,278	\$ (29,254)	-8.59%
June	August	\$ 3,620,748	\$ 4,039,429	\$ 418,682	11.56%	June	August	\$ 523,000	\$ 394,759	\$ (128,242)	-24.52%
July	September	\$ 3,382,881				July	September	\$ 322,509			
August	October	\$ 3,226,407				August	October	\$ 316,585			
September	November	\$ 3,574,678				September	November	\$ 382,932			
YTD TOTAL		\$ 30,792,664	\$ 31,197,748	\$ 405,084	1.32%	YTD TOTAL		\$ 3,132,243	\$ 3,131,939	\$ (304)	-0.01%
FISCAL YEAR TOTAL		\$ 40,976,630				FISCAL YEAR TOTAL		\$ 4,154,270			

CITY OF DENTON					
Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 2,875,467	\$ 2,887,178	\$ 11,711	0.41%
November	January	\$ 2,933,274	\$ 2,911,334	\$ (21,940)	-0.75%
December	February	\$ 3,667,687	\$ 4,230,616	\$ 562,929	15.35%
January	March	\$ 2,435,272	\$ 2,902,937	\$ 467,665	19.20%
February	April	\$ 2,397,631	\$ 2,571,667	\$ 174,036	7.26%
March	May	\$ 3,229,426	\$ 3,061,108	\$ (168,318)	-5.21%
April	June	\$ 2,945,196	\$ 2,521,781	\$ (423,415)	-14.38%
May	July	\$ 2,897,074	\$ 2,878,630	\$ (18,444)	-0.64%
June	August	\$ 3,479,089	\$ 3,555,689	\$ 76,601	2.20%
July	September	\$ 3,190,582			
August	October	\$ 2,955,618			
September	November	\$ 3,396,022			
YTD TOTAL		\$ 26,860,116	\$ 27,520,940	\$ 660,824	2.46%
FISCAL YEAR TOTAL		\$ 36,402,338			

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
Prepared By: Denton County Transportation Authority Finance Department
August 18, 2020

ALL TRANSIT AGENCIES

MONTHLY SALES AND USE TAX COMPARISON SUMMARY

Transit Agency	Current Rate	Net Payment This Period	Comparable Payment Prior Year	% Change	Payments YTD (Calendar)	Prior Year Payments YTD (Calendar)	% Change
Austin MTA	1.00%	\$ 23,086,648	\$ 22,665,612	1.85%	\$ 174,913,228	\$ 173,057,596	1.07%
Corpus Christi MTA	0.50%	\$ 3,348,797	\$ 3,371,490	-0.67%	\$ 22,768,781	\$ 23,096,791	-1.42%
Dallas MTA	1.00%	\$ 56,268,664	\$ 56,694,574	-0.75%	\$ 411,275,944	\$ 418,991,235	-1.84%
Denton CTA	0.50%	\$ 2,819,430	\$ 2,656,359	6.13%	\$ 19,671,746	\$ 19,142,094	2.76%
El Paso CTD	0.50%	\$ 4,382,262	\$ 4,197,624	4.39%	\$ 32,068,250	\$ 31,481,421	1.86%
Fort Worth MTA	0.50%	\$ 7,637,433	\$ 7,283,976	4.85%	\$ 54,238,945	\$ 54,818,370	-1.05%
Houston MTA	1.00%	\$ 68,315,830	\$ 70,706,376	-3.38%	\$ 512,994,004	\$ 523,353,560	-1.97%
Laredo CTD	0.25%	\$ 722,435	\$ 745,299	-3.06%	\$ 5,492,800	\$ 5,661,081	-2.97%
San Antonio ATD	0.25%	\$ 6,955,411	\$ 6,760,343	2.88%	\$ 47,551,083	\$ 48,266,607	-1.48%
San Antonio MTA	0.50%	\$ 15,108,306	\$ 15,369,010	-1.69%	\$ 105,672,956	\$ 106,849,080	-1.10%
TOTALS		\$ 188,645,216	\$ 190,450,661	-0.95%	\$ 1,386,647,737	\$ 1,404,717,835	-1.29%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

August 18, 2020

Board of Directors Memo

August 27, 2020

SUBJECT: Monthly Mobility-as-a-Service Update

Background

A Request for Proposals (RFP) was released on January 16, 2019 for Mobility as a Service (MaaS). Firms were invited to submit proposals (for both federal and non-federal funding project categories) to provide innovative mobility service to DCTA member cities, DCTA contract communities, partner organizations, as well as large employment centers and other areas as the need arises. On March 12, 2019, DCTA received thirty-seven (37) proposals in response to the RFP. Thirty-three (33) proposals were deemed responsive and were evaluated by the evaluation team. The evaluation team rejected two proposals that scored less than seventy (70) points and recommended award to thirty-one (31) firms. The Board of Directors approved the award of Mobility-as-a-Service to thirty-one firms and reduced the total annual contract value of \$2,400,000 to \$75,000 for all task orders issued under the master on-call contracts. One of the recommended firms will not execute a contract due to business operational changes; therefore, thirty (30) firms remain eligible for contract execution. As requested by the Board of Directors, staff is providing a monthly update on all Mobility-as-a-Service commitments, activities and expenses.

To date, the following twenty-six contracts have been fully executed:

- | | | |
|-----------------------------|----------------------------|---|
| • AJL International | • Irving Holdings | • RideCo |
| • Bird Rides | • Iteris | • Rideshark Corporation |
| • Bubbl Investments, LLC. | • Kapsch | • River North (Via) |
| • Dashboard Story dba DUET | • Lyft | • Roundtrip |
| • DemandTrans Solutions | • Moovel | • Routematch |
| • DoubleMap | • Moovit | • Spare Labs, Inc. |
| • Downtowner Holdings, LLC. | • MV Transportation | • Spare Labs, Inc. (with First Transit) |
| • First Transit | • Muve: Quebec, Inc. | • Transdev North America |
| • Ford Smart Mobility, LLC. | • Quebec, Inc. dba Transit | |

The remaining four contracts, all with software companies (Passport, SeatsX, Token Transit and Transloc), have been placed on hold until a need arises to enter into a contract for software.

Financial Impact

Task Order #1 – Lewisville Lakeway Zone and Denton Evening Zone was approved for award at the June Board meeting and was issued on 6/30/2020 for a not-to-exceed amount of \$200,000.

Task Order #2 – On-Demand Services was discussed at the June Board meeting and will be presented at the September Board meeting (instead of at the August Board meeting as previously noted) for award consideration.

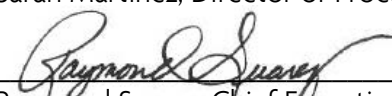
Identified Need

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

Recommendation

For information only. No action required.

Submitted By: 
Sarah Martinez, Director of Procurement

Final Review: 
Raymond Suarez, Chief Executive Officer



Board of Directors Memo

August 27, 2020

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.

BUDGET TRANSFER / REVISION REQUEST						
TRANSACTION TYPE:		Transfer	<input checked="" type="checkbox"/>	Number: 2020-07		
		Revision	<input type="checkbox"/>			
				Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
TRANSFERS WITHIN EXISTING BUDGET						
<i>General & Administrative:</i>	140.50309	Professional Services	\$	106,500	\$ (7,625)	\$ 98,875
	140.50310	General Services		2,000	7,625	9,625
<i>Bus Operations:</i>	590.50309	Professional Services		10,000	(10,000)	-
	530.50309	Professional Services		-	10,000	10,000
<i>Net Budget Impact</i>					-	

Financial Impact

Budget Transfer 2020-07 has a net budget impact of zero. Above expense adjustments from the original budget have been offset by realized savings in other areas.

Identified Need


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


Recommendation

For information only. No action required. The Financial Management Policies authorize the CEO to approve budget transfers between expense categories and departments, not to exceed 5% of the total annual operating budget.

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

AUGUST 27, 2020

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 and FY20 with the associated COVID impacts.

A-train and Connect May-July ridership each increased by approximately 19 and 32 percent respectively.

Unlinked Passenger Trips						
Mode	May	June	July	May-June % Change	May-July % Change	June-July % Change
Connect	12,908	15,930	17,056	23%	32%	7%
A-Train	5,762	7,069	6,846	23%	19%	-3%
Access	911	1,193	1,134	31%	24%	-5%
On-Demand	749	742	789	-1%	5%	6%

July 2020 A-train passenger trips were about three percent less than June. Average monthly A-train passenger trips during the March-July 2020 COVID -impacted months are over seventy percent less than prior months.

Exhibits

Exhibit 1: FY19 & FY20 Total Monthly Ridership – Rail

Exhibit 2: FY19 & FY20 Total Monthly Ridership – Bus

Exhibit 3: FY19 & FY20 Total Monthly Ridership – Access

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

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

Submitted By:



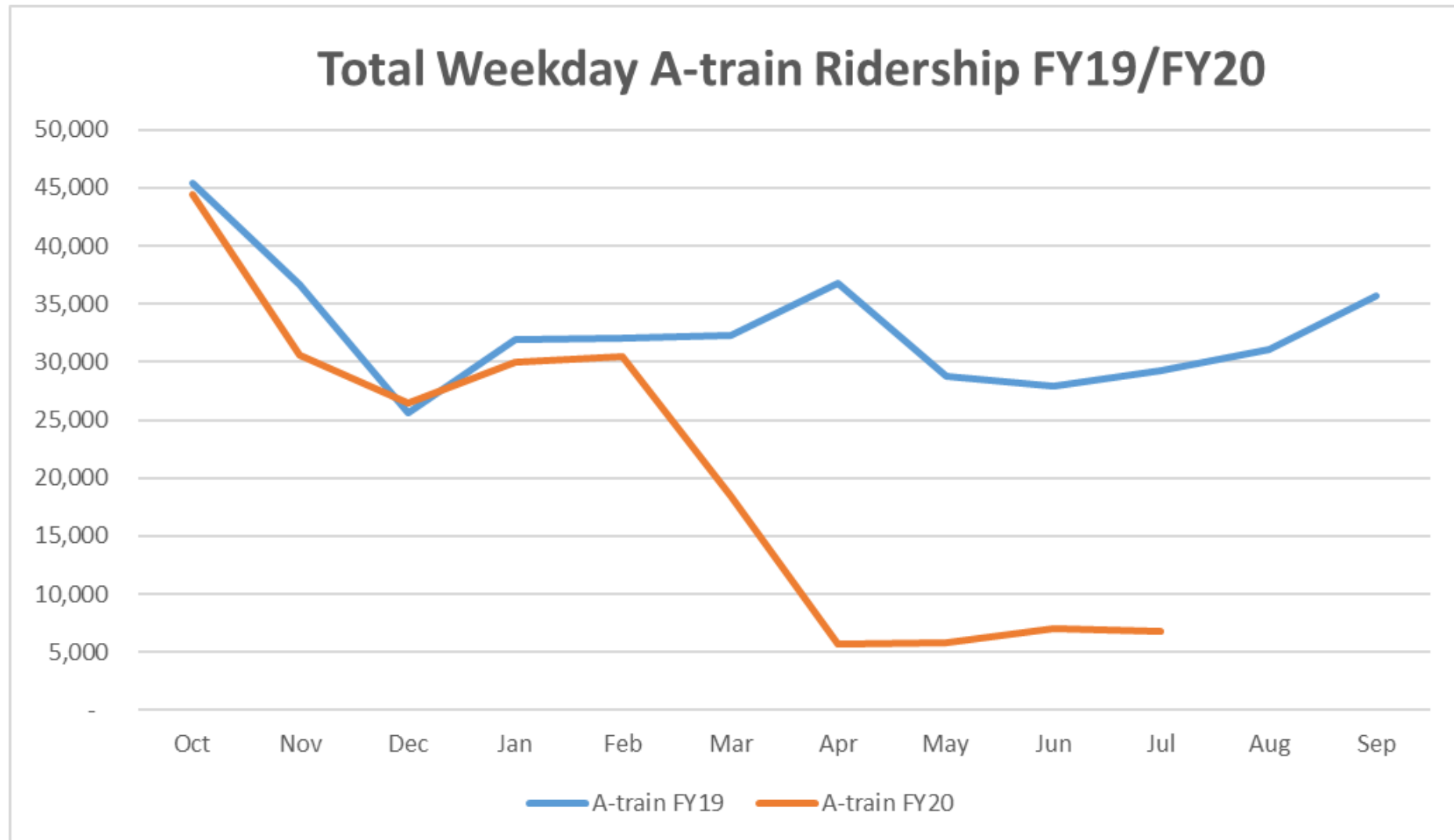
Tim Palermo, Planning & Data Analytics Manager

Approval:

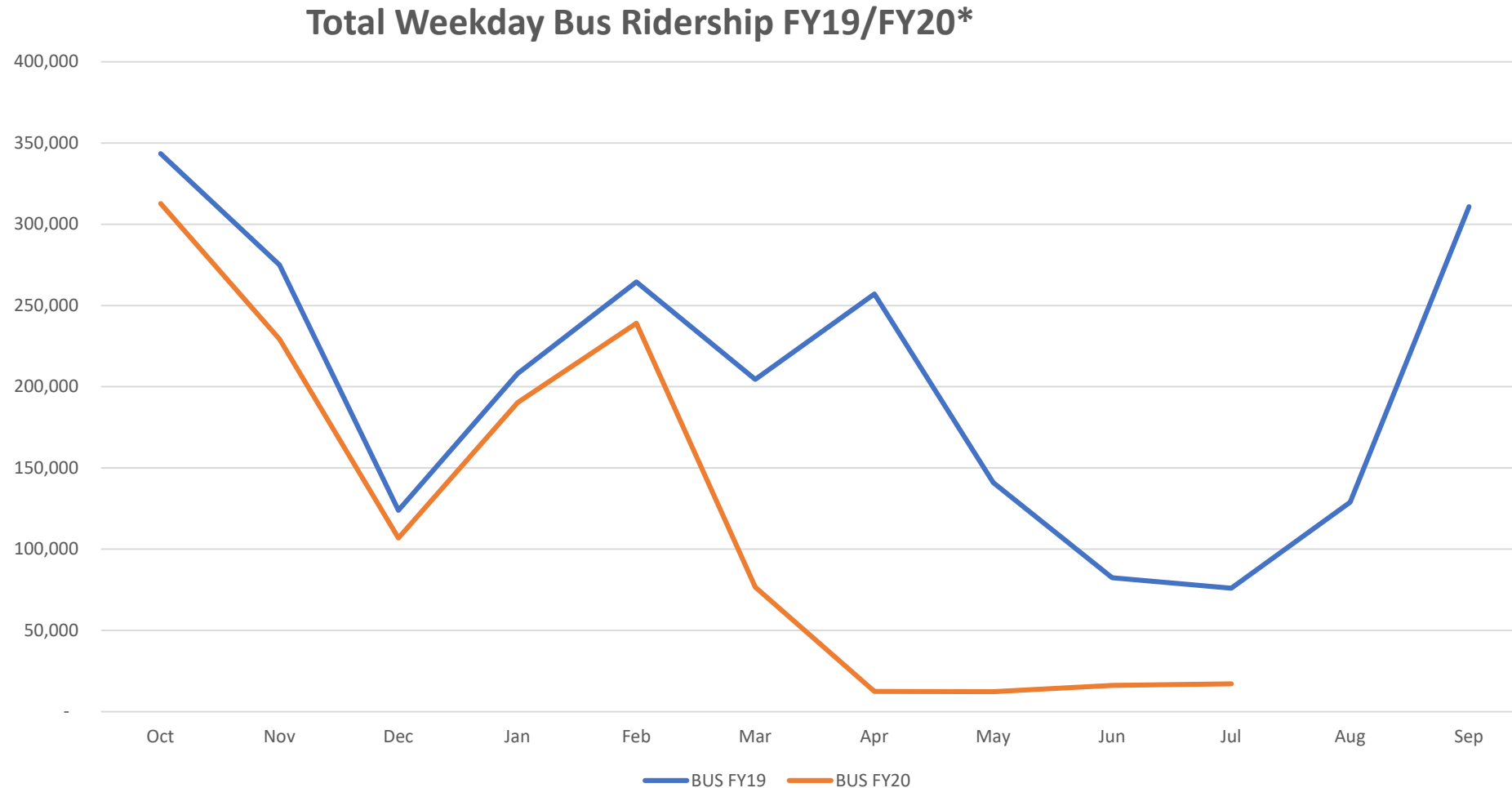


Kristina Holcomb, Deputy CEO

FY19/FY20 Total Monthly Ridership – A-train

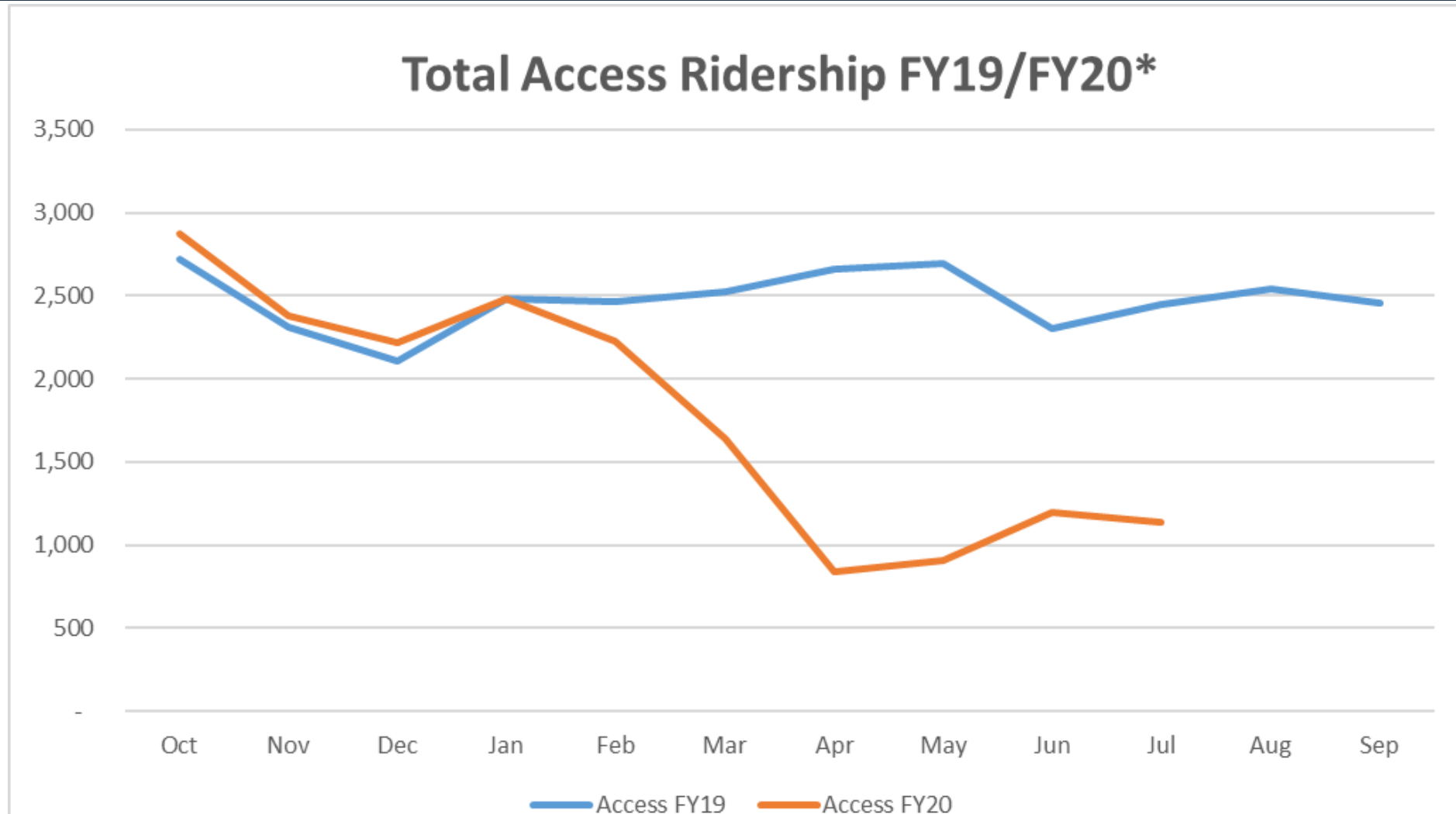


FY19/FY20 Total Monthly Ridership – Bus



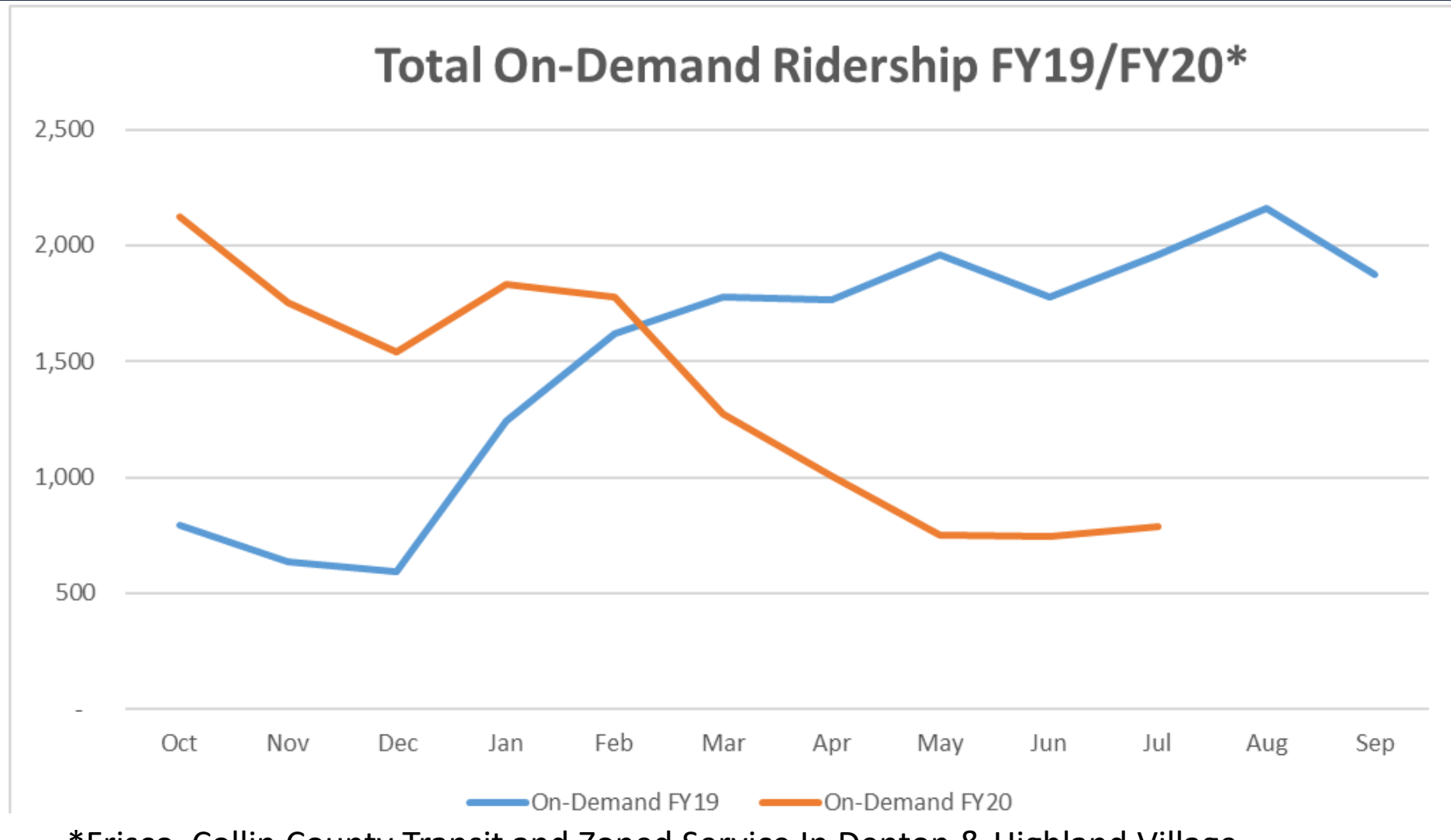
*UNT, NCTC, Denton, Lewisville, and Highland Village Connect Service.

FY19/FY20 Total Monthly Ridership – Access



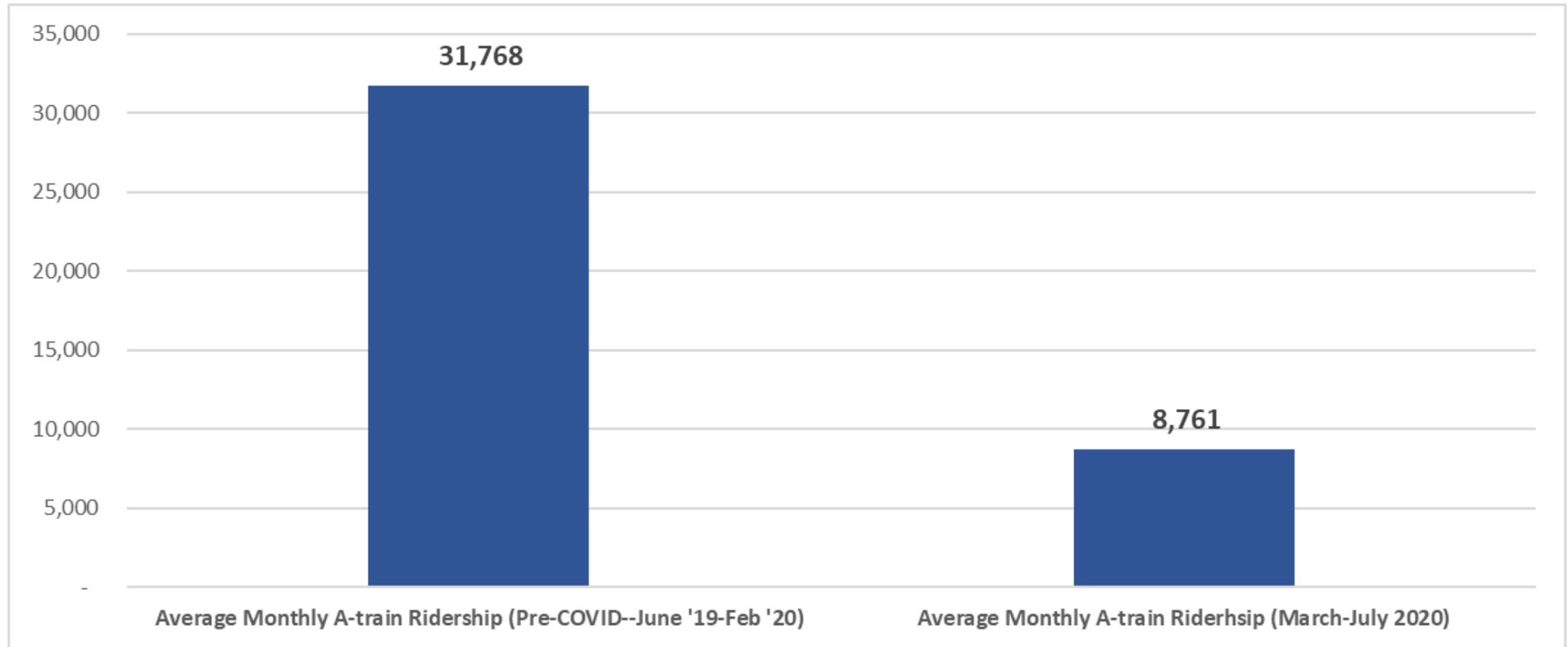
*ADA & Non-ADA Service in Denton, Lewisville & Highland Village

FY19/FY20 Total Monthly Ridership – On-Demand

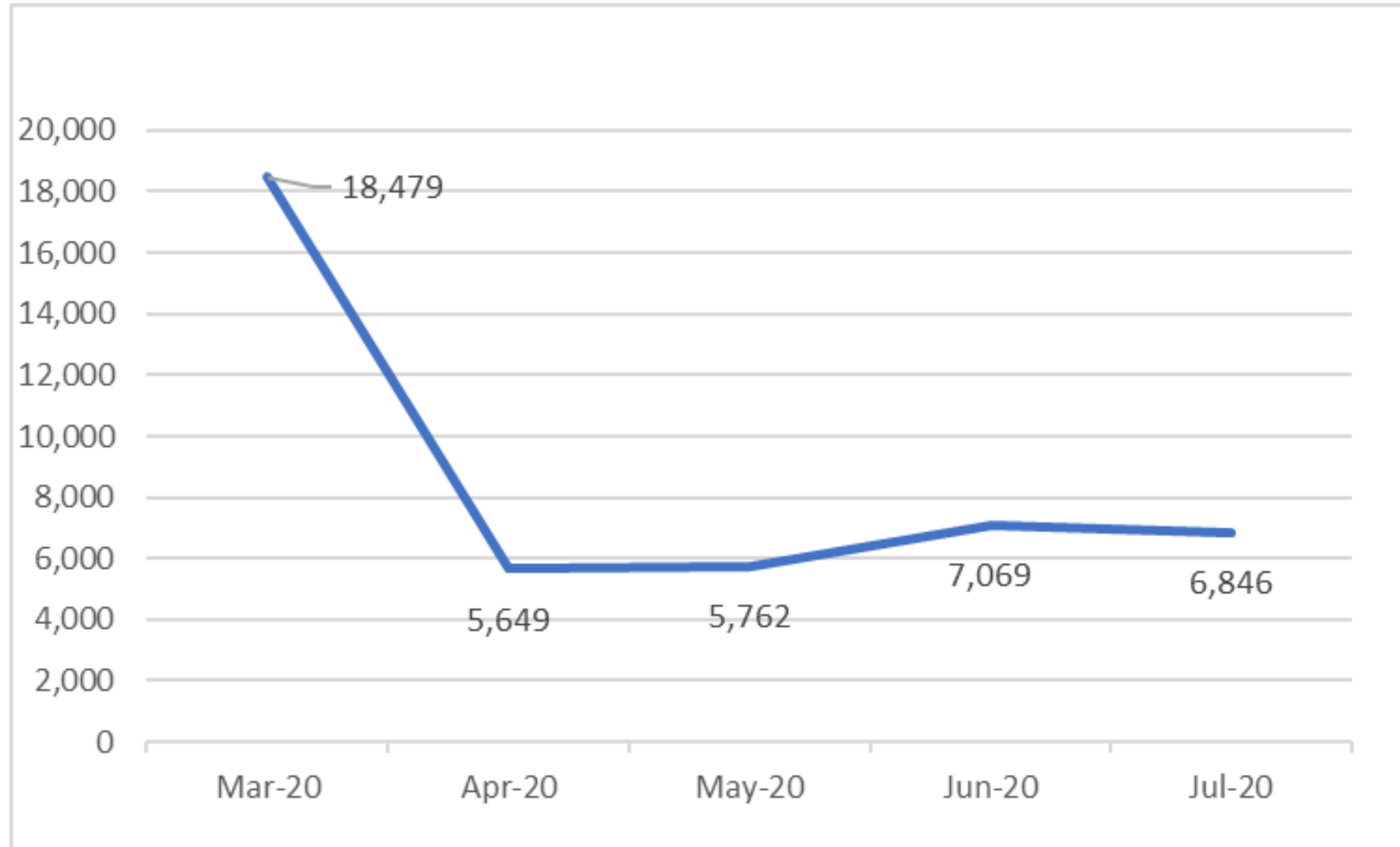


*Frisco, Collin County Transit and Zoned Service In Denton & Highland Village

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



Monthly A-train Ridership: March - June 2020



Board of Directors Memo

August 27, 2020

SUBJECT: Contracted Service Agreements Monthly Progress Report

Background

Originally this memo was created to provide regular updates to the Board related to ongoing discussions with DCTA's contract service partners following the April 2020 board meeting, during which the Board of Directors approved a one-month extension of both the North Central Texas College (NCTC) and City of McKinney contracted service agreements. Since then, the Board has approved another extension with McKinney through December 31, 2020 and the NCTC agreement has expired due to the current remote classroom structure.

Additionally, contracts for the cities of Frisco and Coppell have been added to this memo to facilitate communication with the Board.

Financial Impact

The new contract terms and all related fees will be reflected in any new agreements and incorporated into the budget as needed.

City of McKinney Update

Completed Steps

- 4/24 – Communicated with City of McKinney staff regarding Board direction on 2-month extension of current ILA.
- 4/29 – Communicated with City of McKinney staff regarding Board direction related to pricing implications and scheduling an executive-level meeting.
- 5/6 – City of McKinney ILA 2-month extension fully executed.
- 5/11 – CEO communication with City of McKinney City Manager regarding executive meeting on 5/21.
- 5/21 – Initial discussion with City of McKinney leadership to walk through the Cost Allocation Model and impacts to rate for service.
- 6/5 – City of McKinney staff and DCTA staff met to prepare for the 6/17 MUTD Board meeting.
- 6/17 – MUTD Board of Directors held a meeting at which they considered and approved a proposed fourth amendment to the City of McKinney/DCTA ILA through December 31, 2020. In addition, they authorized city staff to issue an RFQ for transit services contingent upon the DCTA Board of Directors approval of the fourth Amended ILA and extension.
- 6/19 – Held follow-up meeting with City of McKinney leadership to discuss the outcome of the 6/17 MUTD Board meeting and direction provided.
- 6/25 – DCTA Board considered and approved an extension of the ILA through December 31, 2020.
- 7/14 – Held follow-up meeting with City of McKinney staff and DCTA leadership to discuss parameters of new interlocal agreement and determine what programmatic changes are necessary to align with MUTD Board direction. Staff will be working to implement a flat rate fare and identify service optimization alternatives.
- 7/23 – DCTA staff briefed the Board regarding ongoing conversations with the City of McKinney and Irving Holdings as it relates to implementation of the flat rate fare.
- DCTA continued to meet with City staff through the end of July and beginning of August to discuss details of the flat rate fare and facilitate conversations with Irving Holdings, given the complex nature of the backend work required to implement the flat fare.

- 8/19 – MUTD Board Meeting held, DCTA staff provided routine reporting presentation and action taken on the following:
 - Alter the fare structure from a 75/25 split to an 85/15 split. DCTA staff is currently working on implementing the approved structure and will have it in place by September 1, 2020. The new split will be in place September 1, 2020 – December 31, 2020 to align with the current MUTD contract.
 - Conduct both a private RFP and an in-person presentation “bid” for public agencies to award service for 2021 (effective January 1, 2021).
- Continuous communications with City of McKinney staff on ridership data and COVID-19 response/recovery.

Next Steps

- DCTA Board Meeting agenda item on August 27 agenda to consider the Irving Holdings Task Order revision addressing the new fares to be implemented. (See Consent Agenda Item 5 for details).
- Staff needs board direction on participation in the MUTD in-person presentation “bid” for public agencies (slated for October 2020)

City of Frisco Update (Current ILA expires September 30, 2020)

Completed Steps

- 5/20 – Initial discussion with City of Frisco leadership to walk through the Cost Allocation Model and impacts to rate for services.
- 7/13 – The original 6/29 follow-up meeting was rescheduled to 7/13. DCTA leadership and Frisco staff met to discuss possible service changes to reduce overall costs. As many other cities are doing, Frisco is looking to cut costs in their budget due to the economic downturn that has resulted from the COVID-19 pandemic.
- 8/4 – City Council Meeting held during which they discussed the budget and proposed reductions in service to prevent costs from going over budget. The City Council directed staff to enter into a new, one-year ILA with DCTA to continue to provide services with a new budget of \$400,000, which includes cost of services and DCTA’s administrative fee. Additional programmatic changes will be introduced to the ILA to reduce costs, including:
 - Increasing passenger fares
 - Eliminating the reduced fare
 - Reducing the eligible service boundaries to the Frisco City limits and portions of Plano currently being served

Next Steps

- Coordinate terms of new interlocal agreement and bring forward to DCTA Board for consideration at the September 24 Board meeting.
- City staff’s intent is to take a new, one-year ILA to the City Council for consideration on September 1 or September 15, 2020 at the latest.
- Provide monthly updates to the DCTA Board of Directors.

City of Coppell Update

Completed Steps

- 4/13 – Contacted City of Coppell staff to begin discussions on whether the City is interested in continuing service after the pilot officially ends on Sept. 30, 2020.

- 5/15 – Staff followed up to check on status of Coppell internal discussions and share recent operational transitions.
- 6/9 – Coppell City Council held a discussion on this item on June 9 and indicated an interest in continuing service following the end of the pilot program, and to negotiate a new ILA with DCTA.
- 7/23 – DCTA staff provided the Board with an informational update on the request to extend the Coppell ILA and the associated Lyft Task Order, which includes an increase to the budget for the new administrative fee.
- Continuous discussions with Coppell staff on development of revised ILA through August.

Next Steps

- The Coppell City Council will consider approval of the ILA renewal at the August 25 city council meeting.
- DCTA Board Meeting agenda item on August 27 to consider authorizing the CEO to execute a one-year extension with the City of Coppell (See Consent Agenda Item 3 for details) and Irving Holdings Task Order revision addressing the new fares to be implemented. (See Consent Agenda Item 4 for details).

North Central Texas College Update

Contract expired on July 31, 2020. A meeting has been scheduled for September 14, 2020 to discuss Spring 2021 service needs.

- 7/7 – Met with NCTC leadership to discuss their service contract. Due to a reduction in funding, a decrease in enrollment, and moving the majority of their courses online for the Fall semester, NCTC requested that we let the contract expire on July 31. This means that DCTA will no longer be providing service to NCTC until a new contract is developed.
- 8/18 – DCTA staff received a request from NCTC to develop a Lyft Zone between campuses for consideration. Staff is currently waiting on additional details from NCTC to complete the request.

Next Steps

- Develop Lyft Zone program for NCTC consideration
- Meet with NCTC leadership on September 14, 2020 to (1) determine spring enrollment and (2) various service modes that might be more cost effective.
- Coordinate terms of new agreement, if needed.
- Provided a new agreement is executed, launch new services in line with the January 2021 service changes.

Submitted By: 
Lindsey Baker, Director of Government Affairs

Approved By: 
Nicole Recker, VP of Mobility Services & Administration

Performance Measures by Route for FY2019							
SUMMARY OF SERVICE			COST EFFICIENCY MEASURES				COST EFFECTIVENESS MEASURE
ROUTE	SERVICE GROUP	CITY / ENTITY	NET COST PER REVENUE HOUR	NET COST PER REVENUE MILE	NET COST PER TOTAL VEHICLE HOUR	NET COST PER TOTAL VEHICLE MILE	NET COST PER PASSENGER TRIP
SUMMARY BY ROUTE							
FIXED ROUTE - SERVICE TOTALS			\$ 49.26	\$ 4.21	\$ 46.35	\$ 3.90	\$ 2.94
Bernard Street	UNT Service	UNT Service	\$ 13.72	\$ 1.98	\$ 13.11	\$ 1.90	\$ 0.27
Centre Place	UNT Service	UNT Service	\$ 14.45	\$ 1.32	\$ 13.72	\$ 1.28	\$ 0.37
Colorado Express	UNT Service	UNT Service	\$ 14.56	\$ 1.22	\$ 13.91	\$ 1.17	\$ 0.60
North Texan	UNT Service	UNT Service	\$ 13.90	\$ 1.81	\$ 13.27	\$ 1.67	\$ 0.56
Discovery Park	UNT Service	UNT Service	\$ 14.87	\$ 1.09	\$ 14.15	\$ 1.06	\$ 0.40
Eagle Point	UNT Service	UNT Service	\$ 13.72	\$ 2.08	\$ 13.08	\$ 1.95	\$ 0.22
Mean Green	UNT Service	UNT Service	\$ 13.74	\$ 2.26	\$ 13.02	\$ 2.05	\$ 0.38
Mean Green Night Rider	UNT Service	UNT Service	\$ 14.37	\$ 1.57	\$ 13.46	\$ 1.48	\$ 0.41
Game Day	UNT Service	UNT Service	\$ 16.08	\$ 1.05	\$ 14.34	\$ 0.98	\$ 0.33
NCTC North	NCTC Service	NCTC Service	\$ 34.78	\$ 1.73	\$ 33.53	\$ 1.66	\$ 9.53
NCTC South	NCTC Service	NCTC Service	\$ 33.13	\$ 2.21	\$ 30.02	\$ 2.05	\$ 18.91
Route 1	Denton Connect	Denton	\$ 66.28	\$ 4.76	\$ 64.06	\$ 4.65	\$ 11.58
Route 2	Denton Connect	Denton	\$ 64.03	\$ 5.59	\$ 60.11	\$ 5.30	\$ 8.63
Route 3	Denton Connect	Denton	\$ 61.96	\$ 5.49	\$ 58.06	\$ 5.24	\$ 6.53
Route 4	Denton Connect	Denton	\$ 68.72	\$ 5.17	\$ 64.55	\$ 4.77	\$ 13.71
Route 5	Denton Connect	Denton	\$ 62.33	\$ 7.38	\$ 58.47	\$ 6.96	\$ 11.06
Route 6	Denton Connect	Denton	\$ 62.04	\$ 6.57	\$ 58.59	\$ 6.27	\$ 9.35
Route 7	Denton Connect	Denton	\$ 57.45	\$ 4.93	\$ 54.08	\$ 4.74	\$ 3.97
Route 8	Denton Connect	Denton	\$ 61.30	\$ 5.40	\$ 57.62	\$ 5.18	\$ 6.11
North Texas Xpress	North Texas Xpress	Denton	\$ 107.67	\$ 4.01	\$ 104.23	\$ 3.94	\$ 32.51
Route 21	Lewisville Connect	Lewisville	\$ 71.87	\$ 5.36	\$ 66.46	\$ 4.67	\$ 17.06
Route 22	Lewisville Connect	Lewisville	\$ 69.48	\$ 5.68	\$ 64.41	\$ 4.82	\$ 12.67
Highland Village Connect	Highland Village Connect	Highland Village	\$ 73.82	\$ 6.52	\$ 66.97	\$ 5.34	\$ 217.58
DEMAND RESPONSE - SERVICE TOTALS			\$ 68.90	\$ 5.13	\$ 47.62	\$ 4.20	\$ 31.16
Access ADA and non-ADA	Denton DR	Denton	\$ 51.77	\$ 3.52	\$ 41.10	\$ 3.16	\$ 24.22
Access ADA and non-ADA	Lewisville DR	Lewisville	\$ 52.00	\$ 4.08	\$ 39.76	\$ 3.53	\$ 22.01
Frisco Demand Response	Frisco DR	Frisco	\$ 40.88	\$ 2.34	\$ 33.88	\$ 1.80	\$ 19.99
Denton Enterprise Airport On-Demand	Denton DR	Denton	\$ 371.12	\$ 81.12	\$ 74.00	\$ 32.51	\$ 247.99
Lewisville Lakeway Zone	Lewisville DR	Lewisville	\$ 90.59	\$ 12.94	\$ 71.43	\$ 11.72	\$ 34.68
Collin County Transit - DR	Collin County DR	Collin County/MUTD	\$ 68.96	\$ 4.53	\$ 43.01	\$ 2.54	\$ 29.95
A-TRAIN - SERVICE TOTALS			\$ 1,079.28	\$ 45.80	\$ 980.43	\$ 43.72	\$ 37.11
A-train	A-train	Denton	\$ 1,079.28	\$ 45.80	\$ 980.43	\$ 43.72	\$ 37.11
A-train	A-train	Lewisville	\$ 1,079.28	\$ 45.80	\$ 980.43	\$ 43.72	\$ 37.11
A-train	A-train	Highland Village	\$ 1,079.28	\$ 45.80	\$ 980.43	\$ 43.72	\$ 37.11
SPECIALIZED MOBILITY SERVICES - SERVICE TOTALS			\$ 16.77	\$ 1.07	\$ 16.77	\$ 1.07	\$ 5.90
Collin County Transit - Taxi	Collin County Taxi	Collin County/MUTD	\$ 14.25	\$ 0.79	\$ 14.25	\$ 0.79	\$ 5.46
Highland Village Lyft	Highland Village Lyft	Highland Village					\$ 15.78
Frisco Taxi	Frisco Taxi	Frisco	\$ 9.54	\$ 0.75	\$ 9.54	\$ 0.75	\$ 5.62
Frisco Lyft	Frisco Lyft	Frisco					\$ 1.55
Alliance Lyft	Alliance Lyft	Alliance					\$ 4.19
UNT Lyft	UNT Lyft	UNT Service					\$ 5.32
VANPOOL - SERVICE TOTALS			\$ 5.37	\$ 0.13	\$ 5.37	\$ 0.13	\$ 0.75
Commuter Vanpool	Vanpool	Denton	\$ 5.37	\$ 0.13	\$ 5.37	\$ 0.13	\$ 0.75
GRAND TOTAL - ALL SERVICES COMBINED			\$ 116.47	\$ 7.58	\$ 106.10	\$ 7.10	\$ 7.87



BUS SAFETY PROTOCOLS & BUS SAFETY PROCEDURES

*High-level overview based on “Have a Nice Day” training curriculum and administrative protocols

PREPARING FOR SAFETY CONCERNS

TRAINING

- New Hire Training
- Ongoing Training and Reinforcement

BEING PREPARED

- Clothing and Accessories
- Physical Fitness
- Planning

IDENTIFY POTENTIAL ISSUES

- When Approaching a Stop (large groups)
- Boarding and De-Boarding
- Overcrowding
- Hurried Individuals
- Fare Evasion



RESPONDING TO SAFETY CONCERNS

PRESENT YOURSELF

- Confident Posture
- Eye Contact
- Tone
- Customer Engagement

ENGAGEMENT

- Explain to Gain Compliance
- Let it Go
- Use the Radio
- Stop the Bus

TECHNIQUES

- Level 1 – Dignity and a Way Out (gives customers a one-time pass)
- Level 2 – The Choice (consequences are realistic)
- Level 3 – Self Defense (from verbal to physical if required)



RESPONDING TO SAFETY CONCERNS

ACTIONS

- Open/Close the Doors
- Release Your Seatbelt (while bus is stationed)
- Turn on High Beams/Four-Way Flashers (alert other operators/police)
- Leave the Area

APPLYING ACTIONS

- Consider Safety of Everyone
- Consider Self Actions
- De-escalate When Possible

ADMINISTRATIVE PROCESS

- Use of 10-Codes
- Dispatch Response
- Street Supervisor and/or Police Response
- Reporting the Incident





RAIL SAFETY PROTOCOLS & RAIL SAFETY PROCEDURES

Initial Actions for All Situations

When an accident or incident occurs involving a DMU, the train crew in addition to the specified actions required by Operating Rules, should take the following initial actions:

1. **Notify the Train Dispatcher immediately stating:**
 - a. Your identity including train number.
 - b. Exact location of your train.
 - c. Type of accident or incident.
 - d. Types of emergency help needed.
 - e. Scope or extent of accident or incident and whether or not there are injuries and/or damage.
2. **Ensure the safety and comfort of the passengers**
3. **Make on-train announcements informing the passengers calmly, in a clear voice, the reason for the delay**
4. **Attend to equipment:** Any repair action and inspection between cars and underneath equipment by train crews and/or emergency response personnel requires the following:
 - a. Movement around or about the DMU must be made clear of adjacent tracks and passing trains until the train dispatcher has advised that no train movements will approach the scene.
 - b. The Train Crew must take necessary action to prevent any movement of the train.

Equipment Failure

Any repair action and inspection between cars and underneath equipment by train crews and/or emergency response personnel requires the following:

- a. Shut down the diesel engines on the DMU unless otherwise instructed by the mechanical department.
- b. Movement around or about the train must be made clear of adjacent tracks and passing trains until the Train Dispatcher has advised that no train movements will approach the scene.
- c. The Train Crew must take necessary action to prevent any movement of the train.

Immobilized DMU

- When an accident or equipment failure results in a DMU being immobilized, the Train Dispatcher must be so notified. Care must be taken by the crew to secure the train against movement until help arrives.
- The passengers should be kept informed as to the status of the train and plans for alternate transportation. Estimates of delay should be as accurate and realistic as possible.
- If passengers are to be transferred to other equipment and this cannot be done at a passenger station platform, the crew should refer to the Emergency Evacuation Procedures located in this manual. Particular attention should be paid to those passengers who through language, age, mobility or other physical or mental barriers cannot see, hear, understand or comply with instructions and/or warnings. These persons require special attention and their presence must also be made known to any emergency response personnel when arriving on the scene.

Grade Crossing Accident

When a DMU is involved in a grade crossing accident and the initial actions applicable to all situations have been performed, the following additional actions should be taken:

- a. Ensure that passengers remain on the train unless the severity of the accident makes evacuation necessary.
- b. Direct emergency response personnel as they arrive on the scene.
- c. Obtain data and provide information for completion of required forms and reports.
- d. When released, resume service as directed by the Train Dispatcher and First Transit Transportation Officer.

Derailment / Collision

When a DMU is involved in a derailment and/or collision and the initial actions applicable to all situations have been performed, the following additional actions should be taken:

- a. Ensure that passengers remain on the train unless the severity of the accident makes evacuation necessary.
- b. As quickly as possible, determine the number of injured persons and the general extent of injuries (type and seriousness) that is apparent and advise the Train Dispatcher.
- c. Determine the number of derailed and/or damaged locomotives and/or cars, their position and condition and advise the Train Dispatcher.
- d. Assist passengers, including administering first aid where possible, as time and resources permit.

Fire

When a DMU is involved in a fire and the initial actions applicable to all situations have been performed, the following additional actions should be taken:

- a. Use on-board fire extinguishers to extinguish or contain fire if possible. Dial 911 and let the dispatcher know of the situation.
- b. If the situation warrants and conditions permit, detach unaffected equipment and move to a place of safety. Care must be taken for the safety of both passengers and crew in this situation.
- c. Move passengers from danger areas and keep them away from adjacent tracks or other areas that may expose them to injury. They should also be kept from interfering with emergency response agencies.

Security Situation

The term “Security Situation” includes but is not limited to the following events or scenarios:

Civil disorder, vandalism, terrorism, disorderly and/or unruly passengers, large crowds of people, bomb/bomb threat, hostage situation etc. The primary requirement is to remain calm, minimize the potential of injury to all persons and immediately notify law enforcement officials.

After the initial actions applicable to all situations have been performed, the following additional actions should be taken:

- a. The preferred alternative is for passengers to leave the train or area presenting the threat of harm, although circumstances at the location of the train, location of individuals on board the train and availability of emergency response personnel may make it advisable to stay on the train or in the facility until the situation is resolved.
- b. In the event of a bomb or bomb threat, the use of radios/cell phones should be restricted, if possible, to no less than 300 feet from the vicinity of the scene unless/until approval for use has been given by law enforcement officer in charge.
- c. If main track is made impassable by this incident, immediately advise the Train Dispatcher and FIRST Transportation Dept. so that arrangements for alternative transportation can be made.
- d. Take whatever action is prudent depending on the situation remembering the primary requirement is to remain calm and minimize the potential of injury to all persons until law enforcement officials arrive and take charge.
- e. If necessary, evacuate the train.
- f. Brief and coordinate with all emergency and law enforcement responders.

Emergency Evacuation Procedures

In most situations, after notifying the Train Dispatcher and First Transit Management that a problem exists and after receiving permission from the dispatcher or Management, the Train Crew should attempt to move the train if possible, to the nearest station or safe location before taking any other action.

If the Train Crew cannot resolve the situation or move the train or if the train cannot proceed because of hazardous conditions, railroad and/or emergency response personnel may be sent to the emergency scene to provide mechanical aid, alternate transportation (rescue train and/or buses) or medical assistance as necessary.

Depending on the circumstances, passengers may need special medical care or physical assistance to evacuate the emergency scene. Passengers may be:

- a. Able to walk, but only with a cane, a walker, crutches, or the assistance of another person
- b. Carrying babies or small children
- c. Wheelchair users
- d. Blind or visually impaired
- e. Speech impaired
- f. Mentally impaired
- g. A combination of the above

Emergency Evacuation Procedure Cont....

Some passengers may have difficulty performing the following functions:

- a. Going up or down steps or an incline
- b. Stooping, kneeling, or crouching
- c. Walking on track ballast or uneven ground
- d. Walking long distance, even at a very slow pace, particularly in hot or wet weather
- e. Waiting or standing
- f. Sitting down or getting up
- g. Reaching for, handling or grasping objects
- h. Moving quickly
- i. Moving through narrow areas or emergency exits
- j. Moving in crowds
- k. Establishing accurate depth perception
- l. Communication (understanding instructions and making their needs understood)

Emergency Evacuation Procedure Cont....

When the decision to evacuate has been made, the following procedures should be followed:

- a. Notify the Train Dispatcher of the situation
- b. Bring the DMU to a stop as quickly as possible consistent with good train handling techniques
- c. Avoid Panic – Provide confident, clear, informative instructions to passengers
- d. After determining the DMU is in a safe position to evacuate (not on a bridge, no train approaching on adjacent track, no fire or toxic fumes or smoke obstructing safe passage), evacuate from both sides if safe to do so depending on the characteristics of the right of way. In multiple main track territory, evacuation should always be on the field side unless it is unsafe to do so
- e. Determine the safest path of evacuation from the train to the desired point and lead the way
- f. Be sure that passengers being evacuated know where to assemble outside
- g. Have passengers move clear of track to a place of safety or to alternate transportation if available at the scene
- h. Assist emergency response units if necessary
- i. Determine that all persons have been evacuated from the train
- j. Secure the DMU in compliance with FIRST DMU ABTH Rules
- k. Communicate with the Train Dispatcher advising that evacuation has been completed
- l. Remain on the scene until relieved by FIRST Management
- m. Verify all passengers have been evacuated.

Procedures Following an Emergency

Following an Emergency:

Accident and Incident Report, including statements from all employees involved, must be turned in prior to going off duty, if practical. Otherwise, they must be turned in within 24 hours.

For serious incidents or emergencies, within 60 days a debriefing and critique must be completed and should include at a minimum:

- a. The crew(s) involved
- b. Dispatcher
- c. All responding First Transit personnel
- d. If possible, any other outside agency personnel involved with emergency (e.g. foreign railroad personnel, emergency responders, DCTA personnel etc.)

Board of Directors Memo

August 27, 2020

SUBJECT: Transformation Initiative Progress Report

Background

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

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

Financial Impact

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

Progress Report

Milestone Dates:

- Kick-Off Meeting with Accenture – August 7, 2020
- Board Interviews – Week of August 10, 2020
- DCTA Staff Interviews – Week of August 17, 2020
- Data Requests Fulfilled – August 21, 2020
- Visioning Session with Board of Directors – September 11, 2020 from 9 a.m. – 4 p.m.
- Delivery of Current State Assessment (Phase II) – Second week of October 2020

Weekly Status Reports from Accenture:

(as of August 19, 2020)

- Friday, August 14, 2020 – Included updates on interviews and data requests
- Friday, August 21, 2020 – Will include interview, data analysis activity and will call out Current State Assessment (Phase II) activities
- Friday, August 28, 2020 – Will include interview, data analysis activity and will call out Current State Assessment (Phase II) activities

Timeline:

As of August 19, 2020, Accenture has indicated that they will require a minimum of two additional weeks to complete Task Order #1. Additional timing is necessary due to the timing of the board's visioning session.

Board Agenda Item:

The Transformation Initiative item on the August 2020 board agenda will be listed as an Informational Report because there is nothing material to share with the board at this point.

Moving forward, the Transformation Initiative item will be listed as a Regular Item and allow for both discussion and potential action. For all future meetings, staff will provide updates on the final project plan (to be provided by Accenture), updated milestone dates, and material items for board discussion and potential action.



Approval:

Nicole Recker, VP of Mobility Services and Administration

Board of Directors Memo**August 27, 2020****SUBJECT: Consider Approval of COVID Pay for NTMC Non-Operators & Frontline DCTA Staff****Background**

Denton County issued a Stay at Home order on March 24, 2020 in response to the COVID-19 pandemic. On July 23, 2020, the DCTA Board approved funding to provide COVID pay to NTMC operators for the period of March 22, 2020 through May 30, 2020 (pay dates 4/10/2020-6/5/2020) equal to \$150/week for each week in which an operator worked. This time period is a ten-week period aligning with Denton County's Stay at Home order and Phases I and II of reopening the state. At the July meeting, the DCTA Board requested cost estimates to provide COVID pay to NTMC non-operators and DCTA staff.

Financial Impact

Additional funding of \$85,000 is needed to provide COVID pay to active NTMC non-operators and DCTA front-line staff during the same ten-week period referenced above. Employees would receive \$150/week for each week in which he/she worked on-site and \$75/week for each week in which he/she worked at least 50% on-site. Employees who are primarily teleworking would not be eligible to receive COVID pay.

If funding is approved by DCTA's Board, information related to NTMC non-operators will be presented to the NTMC Board for consideration and approval. If the proposed non-operator COVID pay is approved by the NTMC Board, a budget amendment will be presented to both the DCTA Board and NTMC Board to increase DCTA's funding to the NTMC budget.

	Front-Line/ 100% On-Site	>50% On-Site	Primarily Teleworking	
# Employees	46	7	24	77
\$ Pay per Week Worked	\$ 150	\$ 75	\$ -	
Total Cost including Employer Taxes	\$ 78,990	\$ 6,010	\$ -	\$ 85,000

Recommendation

Staff recommends the DCTA Board approve use of funds in the amount not to exceed \$85,000 (\$73,838 for NTMC and \$11,162 for DCTA) to provide additional compensation to NTMC non-operators and DCTA staff for the period of March 22, 2020 through May 30, 2020.

Submitted By: Marisa Perry, CPA
Chief Financial Officer/VP of FinanceFinal Review: 

Raymond Suarez, CEO

Board of Directors Memo

August 27, 2020

SUBJECT: Consider Approval of Resolution R20-14 Approving FY 2020 Budget Revision 2020-08

Background

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

Identified Need

Based on recent Board direction to increase service levels on Routes 4, 7, 21, and 22, staff reviewed fleet needs and fleet age. Based on findings, staff recommends utilizing the FY20 capital fleet replacement funding to open a purchase order to secure production line placement for nine (9) Arboc vehicles. The purchase of nine (9) Arboc vehicles will allow DCTA to address increased frequency for select fixed routes and replace current small vehicles that are more than two years past their useful life.

The nine (9) Arboc Spirit of Independence vehicles will replace existing small vehicles in the agency's fleet that have currently exceeded their useful life in age (5 years) and/or miles (150K miles). Maintaining small vehicles within the agency's fleet has proven to be more fuel-efficient and cost-effective. Additionally, the agency can serve more areas with the flexibility of a small vehicle.

Small fleet are currently used for Routes 1, 2, 4, 21, and 22, as well as the Lakeway Zone and Access service.

Financial Impact

The total budget impact of Budget Revision 2020-08 is an increase to the FY20 capital appropriation of \$1,062,600. This capital project was previously rolled into FY21 in May based on post-COVID service levels.

Recommendation


Staff recommends the Board of Directors approve Resolution R20-14 authorizing Budget Revision 2020-08 for the FY 2020 capital budget.

Exhibits

Exhibit 1: Resolution R20-14 with Exhibit "1" Budget Revision 2020-08 and Exhibit "2" Change in Net Position

Exhibit 2: Year to Date FY2020 Budget Revisions



Submitted By: 
Amanda Riddle, Senior Manager of Budget

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

Approval: 
Raymond Suarez, CEO

**DENTON COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. R20-14**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPROVING FISCAL YEAR 2020 BUDGET AMENDMENT NUMBER 2020-08 REVISED CAPITAL BUDGET AMENDMENT, ATTACHED HERETO AS EXHIBITS “1” AND “2”, RESPECTIVELY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board of Directors of the DCTA desires to amend the fiscal year 2020 Capital Budget as set forth in Exhibits “1” and “2”, respectively.

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

SECTION 1. The Budget Amendment number attached hereto as Exhibits “1” and “2”, respectively, be, and the same are hereby adopted and which shall amend the original budget adopted September 26, 2019, from and after the effective date of this Resolution.

SECTION 2. All provisions of the resolutions of the Board of Directors of the DCTA, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THE 27TH DAY OF AUGUST, 2020.

APPROVED:

Dianne Costa, Chair

ATTEST:

Sam Burke, Secretary
(08-18-2020:TM 117436)

Exhibit “1”
Budget Revision 2020-08
(to be attached)

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

TRANSACTION TYPE: Transfer ☐
 Revision ☒

Number: 2020-08

Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
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ADDITIONS TO CAPITAL BUDGET AND CAPITAL SOURCES

Fleet 2020	\$	-	\$	1,062,600	\$	1,062,600
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TRANSFERS IN / OUT

Net Revision Impact \$ 1,062,600

EXPLANATION: In May, the Fleet 2020 capital project was moved into FY21 based on the current service levels and fleet replacement plan in place. At the July Board meeting, the Board requested additional bus service be added back into the schedule to get DCTA closer to pre-COVID service levels. With this increase in service, it is necessary to place a fleet order in FY20 in order to get the vehicles in line for production as soon as possible. Staff plans on purchasing 9 Arbocs @ \$117,793 each for a total of \$1,060,137.

In order to commit to a purchase order with a vendor, funds need to be allocated in the current fiscal year. The buses will arrive in FY21 and will be paid upon delivery.

DATE: 8.17.20

REQUESTED BY:

Amanda Riddle

DATE:

REVIEWED BY:

Maingong

DATE:

CEO:

Raymond Suarez

Exhibit “2”
Change in Net Position
(to be attached)

DENTON COUNTY TRANSPORTATION AUTHORITY

Change in Net Position - DCTA Only

Resolution Exhibit 2

Description	DCTA FY 2020 Working Budget	DCTA August Revision (PROPOSED)	Total DCTA FY 2020 Revised Budget
OPERATING REVENUE			
Passenger Revenues (Bus Farebox)	\$ 370,591	\$ -	\$ 370,591
Passenger Revenues (Rail Farebox)	421,578	-	421,578
Contract Service Revenue	4,416,160	-	4,416,160
Total Operating Revenue	5,208,329	-	5,208,329
OPERATING EXPENSES			
Salary, Wages & Benefits	4,659,734	-	4,659,734
Outsourced Services & Charges	4,472,477	-	4,472,477
Materials & Supplies	2,554,461	-	2,554,461
Utilities	490,988	-	490,988
Insurance, Casualties & Losses	1,752,329	-	1,752,329
Purchased Transportation Services	10,271,634	-	10,271,634
Employee Development	296,935	-	296,935
Leases & Rentals	229,633	-	229,633
Depreciation	10,612,052	-	10,612,052
Total Operating Expenses	35,340,243	-	35,340,243
Operating Income / (Loss)	(30,131,914)	-	(30,131,914)
NON-OPERATING REVENUE / (EXPENSE)			
Investment Income	325,000	-	325,000
Misc. Revenues	52,000	-	52,000
Sales Tax Revenue	21,464,452	-	21,464,452
Federal Grants & Reimbursements	15,750,649	-	15,750,649
State Grants & Reimbursements	438,548	-	438,548
Long Term Debt Interest/Expense	(909,480)	-	(909,480)
Total Non-Operating Revenue / (Expense)	37,121,169	-	37,121,169
Income (Loss) Before Transfers	6,989,255	-	6,989,255
Transfers Out	(8,000,347)	-	(8,000,347)
Transfers In	-	-	-
Total Transfers	(8,000,347)	-	(8,000,347)
CHANGE IN NET POSITION	\$ (1,011,092)	\$ -	\$ (1,011,092)
Net Position - Beginning of Year:	\$ 327,800,795		\$ 327,800,795
Net Position - End of Year:	\$ 326,789,703		\$ 326,789,703
<i>Transfer to Capital Projects:</i>			
<i>Current Capital Projects</i>	\$ (8,120,855)	\$ (1,062,600)	\$ (9,183,455)
<i>Proposed Capital Project Rollovers to FY21 Budget</i>			\$ 1,834,216
<i>Net Proposed Transfer to Capital Projects</i>			\$ (7,349,239)
Net Position After Capital Project Transfer			\$ 319,440,464

YEAR-TO-DATE FY20 BUDGET REVISIONS

DCTA 2020-01 (Presented to DCTA Board February 27, 2020)

Budget Transfer - No Approval Necessary; Completed

		Adopted Budget	Revision	Revised Budget
Rail: 620-50318	Facilities Maintenance	\$ 102,612	\$ 91,914	\$ 194,526
620-50810	Purchased Transportation	10,068,545	(100,000)	9,968,545
620-50309	Professional Services	30,000	100,000	130,000
620-50410	Fuel	975,000	(117,776)	857,224
G&A: 100-50309	Professional Services	305,479	32,850	338,329
110-50309	Professional Services	11,000	15,120	26,120
110-50440	Computer & Software Supplies	-	5,500	5,500
130-50309	Professional Services	296,000	(89,476)	206,524
900-40400	Operating Grant Funds	(5,253,753)	123,334	(5,130,419)
Bus: 590-50455	Parts	685,600	(72,000)	613,600
533-50810	Purchased Transportation	-	1,000	1,000
533-50440	Computer & Software Supplies	-	33,000	33,000
531-50313	Computer & Software Maintenance	-	5,000	5,000
570-50309	Professional Services	-	33,000	33,000
200-50410	Fuel	342,730	(33,440)	309,290
511-50410	Fuel	468,666	(28,026)	440,640
Net Budget Impact		\$	-	

DCTA 2020-02 (Presented to DCTA Board February 27, 2020)

Approved by DCTA Board in February; Completed

		Working Budget	Revision	Revised Budget
130.50309	Professional Services	\$ 206,524	\$ (1,551)	\$ 204,973
	Finance Salary & Benefits	1,221,395	61,616	1,283,011
100.50315	Legal Fees	110,000	69,211	179,211
	Transfers Out	(8,781,700)	(20,724)	(8,802,424)
Net Budget Impact		\$	150,000	

NTMC 2020-N001 (Presented to NTMC Board February 28, 2020)

Approved by NTMC Board in May; Completed

		Adopted Budget	Revision	Revised Budget
700.50315	Bus Maintenance Salary & Benefits	\$ 1,150,815	\$ (60,065)	\$ 1,090,750
	Legal Fees	-	80,789	80,789
	Transfers In	8,781,700	20,724	8,802,424
Net Budget Impact		\$	-	

DCTA 2020-03 (Presented to DCTA Board March 26, 2020)

Budget Transfer - No Approval Necessary; Completed

		Working Budget	Revision	Revised Budget
10606	Professional Planning Services Project	\$ 99,178	\$ (99,178)	\$ -
50601	Train-the-Trainer Project	221,875	(221,875)	-
500-50309	Professional Services	275,000	321,053	596,053
Net Budget Impact		\$	-	

DCTA 2020-04 (Presented to DCTA Board May 27, 2020)

Approved by DCTA Board in May; Completed

	Working Budget	Revision	Revised Budget
<u>OPERATING REVENUE:</u>			
Passenger Revenues (Bus Farebox) \$	624,049	\$ (253,458)	\$ 370,591
Passenger Revenues (Rail Farebox)	588,272	(166,694)	421,578
<u>OPERATING EXPENSES:</u>			
Salary, Wages & Benefits	5,057,807	(398,073)	4,659,734
Services	3,970,777	(165,300)	3,805,477
Materials & Supplies	3,094,917	(540,456)	2,554,461
Utilities	527,988	(37,000)	490,988
Purchased Transportation	10,601,706	(330,072)	10,271,634
Employee Development	387,237	(90,302)	296,935
<u>NON-OPERATING REVENUES:</u>			
Investment Income	400,000	(75,000)	325,000
Sales Tax Revenue	29,019,184	(7,554,732)	21,464,452
Federal Grants & Reimbursements	10,103,440	3,323,319	13,426,759
State Grants & Reimbursements	780,389	(341,841)	438,548
<u>CAPITAL PROJECTS:</u>			
PTC Enhancements	1,780,555	(1,630,555)	150,000
Fleet 2019	1,481,000	(1,471,000)	10,000
Fleet 2020	1,062,600	(1,062,600)	-
Transfers Out	8,802,424	(802,077)	8,000,347
<i>Net Budget Impact</i>		\$ 1,459,029	

NTMC 2020-N002 (Presented to NTMC Board May 27, 2020)

Approved by NTMC Board in May; Completed

	Working Budget	Revision	Revised Budget
Denton Fixed Route Service Reductions:			
Salary & Benefits \$	1,708,103	\$ (474,951)	\$ 1,233,152
Lewisville Fixed Route Service Reductions:			
Salary & Benefits	837,587	(222,319)	615,268
Highland Village Fixed Route Service Reductions:			
Salary & Benefits	172,176	(86,307)	85,869
Employee Development - Travel	21,600	(18,500)	3,100
Transfer Salary & Benefit Savings for addition of GM Contract:			
Salary & Benefits	1,608,614	(85,800)	1,522,814
Professional Services	-	85,800	85,800
Transfers In	8,802,424	(802,077)	8,000,347
<i>Net Budget Impact</i>		\$ -	

DCTA 2020-05 (Presented to DCTA Board June 25, 2020)

Approved by DCTA Board in June; Completed

	Working Budget	Revision	Revised Budget
110-50309 Board - Professional Services	\$ 26,120	\$ 667,000	\$ 693,120
<i>Net Budget Impact</i>		\$ 667,000	

DCTA 2020-06 (Presented to DCTA Board June 25, 2020)

Approved by DCTA Board in June; Presented for Ratification by Resolution in July

	Working Budget	Revision	Revised Budget
10302 Infrastructure Acquisition	\$ 400,000	\$ 2,851,990	\$ 3,251,990
40410 Federal Capital Grants	1,025,887	2,851,990	3,877,877
<i>Net Budget Impact</i>		\$ -	

DCTA 2020-07 (Presented to DCTA Board August 27, 2020)

Budget Transfer - No Approval Necessary; Completed

		Working Budget	Revision	Revised Budget
140-50309	Professional Services	\$ 106,500	\$ (7,625)	\$ 98,875
140-50310	General Services	2,000	7,625	9,625
590-50309	Professional Services	10,000	(10,000)	-
530-50309	Professional Services	-	10,000	10,000
<i>Net Budget Impact</i>		\$ -		

Board of Directors Memo

August 27, 2020

SUBJECT: Approval of Arboc Vehicle Purchase (FY '20)

Background

Each year, staff reviews current fixed-route and on-demand service levels, identifies fleet requirements, reviews existing fleet, and updates the agency's Fleet Replacement Program which drives the purchase of new and replacement fleet. Fleet purchases were not made in FY '19 due to issues with the required Buy America in the cooperative agreement. The purchase of fleet in FY '20 was put on hold due to COVID-19 vehicle production delays, with the recommendation to roll FY '19 and FY '20 funding into FY '21 (as presented at the FY '21 budget workshop).

As a part of the proposed FY '21 capital fleet replacement project, staff originally included the purchase of twenty-four (24) small vehicles [Arboc Spirit of Independence vehicles] and three (3) non-revenue vehicles with the understanding that the agency could secure placement in the production line with the ability to make modifications or to cancel the order prior to asset delivery. Upon further review of the cooperative agreement, and confirmation from the contract owner, DCTA has identified that in order to purchase the Arboc vehicles, the agency is required to submit a vehicle order request and corresponding purchase order which would secure placement within the vehicle production line. Due to language within the cooperative agreement, DCTA would not have the ability to modify or cancel the order before asset delivery.

Based on recent board direction to increase service levels on Routes 4,7,21, and 22, staff reviewed fleet needs and fleet age. Based on findings, staff recommendations utilizing the FY '20 capital fleet replacement funding to open a purchase order to secure production line placement for nine (9) Arboc vehicles. The purchase of nine (9) Arboc vehicles will allow staff to address increased frequency for select fixed routes and replace current small vehicles that are more than two years past their useful life.

The FY '21 capital fleet replacement project will then include the FY '19 funding and the FY '21 funding that can be used for the additional fifteen (15) Arboc vehicles once the results of the Transformation Initiative have been provided, and subject to board approval.

Identified Need

The nine (9) Arboc Spirit of Independence vehicles will replace existing small vehicles in the agency's fleet that have currently exceeded their useful life in age (5 years) and/or miles (150K miles) by more than two years. Maintaining small vehicles within the agency's fleet has proven to be more fuel-efficient and cost-effective. Additionally, the agency can serve more areas with the flexibility of a small vehicle.

Small fleet are currently used for Routes 1, 2, 4, 21, and 22, as well as the Lakeway Zone and Access service

Committee Review

The original FY '21 capital fleet replacement project was presented to the DCTA Board of Directors at the June 18, 2020 DCTA Board Workshop.

Financial Impact

The replacement cost of nine (9) Arboc Spirit of Independence vehicles will cost a total of \$1,060,137. This is an eligible expense under FTA's Urbanized Area Formula Program and Bus and Bus Facilities Program. The vehicle replacement expenses are federally reimbursable at 85% federal with a 15% local match.

Grant funding is available to cover \$901,116, leaving \$159,021 to be covered by local funds. The FY '20 apportionment for capital fleet replacement totals \$1,062,600.

Recommendation

DCTA staff recommends that the Board of Directors authorize staff to purchase nine (9) Arboc Spirit of independence vehicles, totaling \$1,060,137, with an estimated delivery of late Summer 2021.

Exhibits

Exhibit 1: FY '21 Expanded Level Project for Fleet Purchase

Submitted By:



Nicole Recker, VP of Mobility Services and Administration

Approval:



Raymond Suarez, CEO

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Each year, Bus Operations staff reviews the current levels of service, identifies fleet requirements, reviews existing fleet, and updates the Fleet Replacement Plan. There were no fleet purchases made in FY2019 as there was an issue with the cooperative contract that did not allow for a purchase in the fiscal year. The purchase of fleet in FY2020 has been delayed due to COVID-19 production delays. Therefore, in FY2021, DCTA proposes to roll the existing two fleet replacement projects into FY2021 and combine to create one capital fleet replacement project. This project would allow DCTA to purchase a total of twenty four (24) small vehicles and three (3) non-revenue vehicles, which will replace existing vehicles that have exceeded their useful life in age and/or mileage.

Cost Breakdown:

24 Small Vehicles @ \$116k/each = \$2,784,000

Buy America Audit Expense @ \$1,100/each = \$26,400

3 Non-Revenue Vehicles @ \$44,100/each = \$132,300

PROJECT TOTAL = \$2,942,700

Current Approved Capital Projects:

Fleet (2019) - \$1,481,000 (rollover into FY21)

Fleet (2020) - \$1,062,600 (rollover into FY21)

*Additional Funding (2021) - \$399,100

TOTAL = \$2,942,700

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Continue to use the vehicles in the existing fleet.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

If these vehicles are not replaced in a timely fashion, staff would expect to see an increase in maintenance expenses as well as road calls, leading to service delays and missed trips.

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

The replacement cost of both the revenue and non-revenue vehicles is an eligible expense under FTA's Urbanized Area Formula Program and Bus and Bus Facilities Program. The vehicle replacement expenses are federally reimbursable at 85% federal with a 15% local match. \$1.6 million of the applicable grant funding listed below includes Transportation Development Credits in lieu of a local match, for 100% reimbursement.

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Capital Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2020	Amount	\$	10,000
Fiscal Year	2021	Amount	\$	2,932,700
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	2,942,700

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:	TX-2017-011-00	Amount: \$	\$ 588,717
Grant Number:	FY17 5339 Grant Funds	Amount: \$	\$ 66,522
Grant Number:	FY18 5339 Grant Funds	Amount: \$	\$ 572,056
Grant Number:	FY19 5339 Grant Funds	Amount: \$	\$ 415,934
Grant Number:	TX-2019-073-00	Amount: \$	\$ 1,090,785
TOTAL GRANT FUNDS:		\$	2,734,014

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -

Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital: ☒

Useful Life (Years):

*Complete additional information if capital

Justification:

Replaces fleet that has met or exceeded its useful life.

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

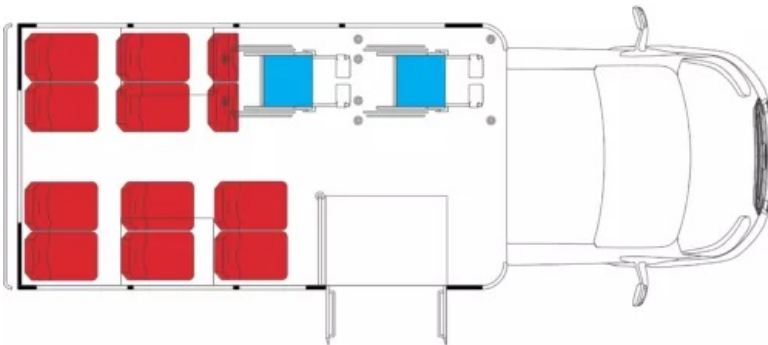
FY2021 Fleet Replacement



There were no fleet purchases made in FY2019 because the contract staff intended to utilize for the purchase expired and the renewal of the contract was held up unexpectedly. This caused staff to push the purchase to FY2020. As the order was submitted and the required Buy America audit scheduled for this purchase, the production was halted as the COVID-19 pandemic reached its heights. Production of these vehicles is anticipated to commence in August or September of this year. Therefore, in FY2021, DCTA anticipates the need to roll all three year's purchases into one purchase of twenty-four (24) small vehicles to replace existing vehicles that have exceeded their useful life in age and/or mileage.

For these purchases, DCTA intends to purchase twenty-four Arboc Spirit of Independence vehicles. These vehicles will be a 23' vehicle configured with 10 ambulatory seats, 2 flip seats and 2 wheelchair positions.

A purchased twelve of these vehicles in FY2018 and they have proven to be capable units in daily fixed route service in the cities of Denton and Lewisville. Therefore, these twenty-four new vehicles will be used in fixed route service as well. This will allow for the disposition of several vehicles that are currently past their useful life in the existing fleet.



Board of Directors Memo

August 27, 2020

Subject: Discuss and Consider Approval of Enhanced Rail Service Implementation

Background:

DCTA's Pre-COVID service level was implemented on August 26, 2019 with 68 trains per day Monday through Thursday, 70 trains on Friday and 18 trains on Saturday. Weekday trains operated on the corridor at a 30-minute frequency with a total ridership for the last quarter of 2019 of 101,471. During second quarter of this year the ridership decreased to 78,882 with the same level of service. With declining ridership due to the COVID crisis, a limited weekday schedule with a 60-minute frequency was implemented on March 23, 2020 which included 34 trains per day Monday through Friday and 18 trains on Saturday. Third quarter ridership was 18,480 with the 60-minute frequency rail service.

Identified Need

Members of the DCTA Board of Directors directed staff to explore options for providing enhanced rail service with improved DART Green Line connectivity at Trinity Mills without requiring DCTA's rail service contractor, First Transit to hire additional staff.

Financial Impact

Pre-COVID Operations Annualized Cost Estimate:

\$7,173,084* + \$1,792,023 FY20 Administrative Fee = \$8,965,107

Post COVID Operations Annualized Cost Estimate *(Implemented March 23):*

\$4,386,706* + \$1,792,023 FY20 Administrative Fee = \$6,178,729

PROPOSED Enhanced Rail Service Operations Annualized Cost Estimate:

\$4,819,800* + \$1,841,030 FY21 Administrative Fee = \$6,660,830

**Cost estimate includes train crew hours, car miles and fuel.*

Recommendation


Staff recommends approval of the implementation of the proposed enhanced rail service schedule beginning Monday, September 21, 2020 with 30-minute weekday frequency during peak hours (approximately 5am-8am and 5pm-6pm) while maintaining 60-minute frequency during off-peak hours and maintaining existing Saturday service levels. This level of service would include 18 trains on Saturdays and 43 daily trains Monday through Friday which will provide more trip opportunities and Green Line connection opportunities for DCTA rail passengers.

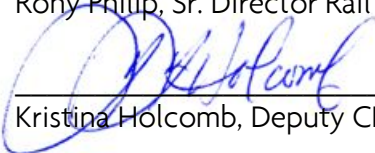
Upon approval of the recommended service level enhancements, staff will bring a corresponding budget amendment to the Board for approval at the September board meeting.

Exhibits

Exhibit 1: Proposed Enhanced Rail Service Schedule



Submitted By: 
Rony Philip, Sr. Director Rail Operations

Final Review: 
Kristina Holcomb, Deputy CEO

Approval: 
Raymond Suarez, CEO

Three Train Rush Schedule with DART Greenline Timings

Train I.D.	DDTC	MedPark	Highland Village	Old Town	Hebron	Trinity Mills	Greenline	Train I.D.	Greenline	Trinity Mills	Hebron	Old Town	Highland Village	MedPark	DDTC
								7302				4:20 AM	4:27 AM	4:44 AM	4:50 AM
7901	5:00 AM	5:06 AM	5:22 AM	5:29 AM	5:37 AM	5:44 AM	5:50 AM	7304				5:14 AM	5:22 AM	5:38 AM	5:44 AM
7903	6:00 AM	6:06 AM	6:22 AM	6:29 AM	6:37 AM	6:44 AM	6:50 AM	7306				5:44 AM	5:52 AM	6:08 AM	6:14 AM
7905	6:30 AM	6:36 AM	6:52 AM	6:59 AM	7:07 AM	7:14 AM	7:30 AM	7908	5:44 AM	6:00 AM	6:07 AM	6:14 AM	6:22 AM	6:38 AM	6:44 AM
7907	7:00 AM	7:06 AM	7:22 AM	7:29 AM	7:37 AM	7:44 AM	7:50 AM	7910	6:44 AM	7:00 AM	7:07 AM	7:14 AM	7:22 AM	7:38 AM	7:44 AM
7909	8:00 AM	8:06 AM	8:22 AM	8:29 AM	8:37 AM	8:44 AM	8:50 AM	7912	7:24 AM	7:30 AM	7:37 AM	7:44 AM	7:52 AM	8:08 AM	8:14 AM
7911	8:30 AM	8:36 AM	8:52 AM	8:59 AM	9:07 AM	9:14 AM	9:30 AM	7914	7:44 AM	8:00 AM	8:07 AM	8:14 AM	8:22 AM	8:38 AM	8:44 AM
7913	9:00 AM	9:06 AM	9:22 AM	9:29 AM	9:37 AM	9:44 AM	9:50 AM	7916	8:44 AM	9:00 AM	9:07 AM	9:14 AM	9:22 AM	9:38 AM	9:44 AM
7915	10:00 AM	10:06 AM	10:22 AM	10:29 AM	10:37 AM	10:44 AM	10:50 AM	NB 02		9:19 AM	9:24 AM				
7917	11:00 AM	11:06 AM	11:22 AM	11:29 AM	11:37 AM	11:44 AM	11:50 AM	7918	9:44 AM	10:00 AM	10:07 AM	10:14 AM	10:22 AM	10:38 AM	10:44 AM
7919	12:00 PM	12:06 PM	12:22 PM	12:29 PM	12:37 PM	12:44 PM	12:50 PM	7920	10:44 AM	11:00 AM	11:07 AM	11:14 AM	11:22 AM	11:38 AM	11:44 AM
7921	1:00 PM	1:06 PM	1:22 PM	1:29 PM	1:37 PM	1:44 PM	1:50 PM	7922	11:44 AM	12:00 PM	12:07 PM	12:14 PM	12:22 PM	12:38 PM	12:44 PM
7923	2:00 PM	2:06 PM	2:22 PM	2:29 PM	2:37 PM	2:44 PM	2:50 PM	7924	12:44 PM	1:00 PM	1:07 PM	1:14 PM	1:22 PM	1:38 PM	1:44 PM
7925	3:00 PM	3:06 PM	3:22 PM	3:29 PM	3:37 PM	3:44 PM	3:50 PM	7926	1:44 PM	2:00 PM	2:07 PM	2:14 PM	2:22 PM	2:38 PM	2:44 PM
SB 01					3:07 PM	3:14 PM		7928	2:44 PM	3:00 PM	3:07 PM	3:14 PM	3:22 PM	3:38 PM	3:44 PM
7927	4:00 PM	4:06 PM	4:22 PM	4:29 PM	4:37 PM	4:44 PM	4:50 PM	7930	3:24 PM	3:30 PM	3:37 PM	3:44 PM	3:52 PM	4:08 PM	4:14 PM
7929	4:30 PM	4:36 PM	4:52 PM	4:59 PM	5:07 PM	5:14 PM	5:30 PM	7932	3:44 PM	4:00 PM	4:07 PM	4:14 PM	4:22 PM	4:38 PM	4:44 PM
7931	5:00 PM	5:06 PM	5:22 PM	5:29 PM	5:37 PM	5:44 PM	5:50 PM	7934	4:44 PM	5:00 PM	5:07 PM	5:14 PM	5:22 PM	5:38 PM	5:44 PM
7933	6:00 PM	6:06 PM	6:22 PM	6:29 PM	6:37 PM	6:44 PM	6:50 PM	7936	5:24 PM	5:30 PM	5:37 PM	5:44 PM	5:52 PM	6:08 PM	6:14 PM
7935	6:30 PM	6:36 PM	6:52 PM	6:59 PM	7:07 PM	7:14 PM	7:30 PM	7938	5:44 PM	6:00 PM	6:07 PM	6:14 PM	6:22 PM	6:38 PM	6:44 PM
7937	7:00 PM	7:06 PM	7:22 PM	7:29 PM	7:37 PM	7:44 PM	7:50 PM	7940	6:44 PM	7:00 PM	7:07 PM	7:14 PM	7:22 PM	7:38 PM	7:44 PM
7939	8:00 PM	8:06 PM	8:22 PM	8:29 PM	8:37 PM	8:44 PM	8:50 PM	NB 04		7:19 PM	7:24 PM				
7941	9:00 PM	9:06 PM	9:22 PM	9:29 PM	9:37 PM	9:44 PM	9:57 PM	7942	7:44 PM	8:00 PM	8:07 PM	8:14 PM	8:22 PM	8:38 PM	8:44 PM
SB03	9:54 PM	10:00 PM	10:16 PM	10:22 AM				7944	8:44 PM	9:00 PM	9:07 PM	9:14 PM	9:22 PM	9:38 PM	9:44 PM
								NB 06		9:49 PM	9:54 PM				

Board of Directors Memo

August 27, 2020

SUBJECT: Presentation of Proposed FY2021 Operating & Capital Budget

Background

The Texas Transportation Code, Chapter 460 requires the preparation of an annual budget for DCTA. Staff has prepared a balanced budget, where current year operating expenses and capital expenditures do not exceed current year revenues and undesignated fund balance/reserves.

The proposed FY2021 Budget was presented and discussed with the Board at the Budget Workshop on June 18th with follow-up items communicated at the July 23rd Board Meeting. The budget is submitted today to the Board of Directors, in accordance with requirements under Chapter 460 of the Texas Transportation Code and DCTA Board policy and procedures, for Board review and comment as well as citizen input. Notice of the public hearing was published in the Denton Record Chronicle on August 13th, 2020. Once information from both the Board and the public has been received, the FY2021 Budget will be presented for final review and adoption by the Board at the September 24th, 2020 Board meeting.

Identified Need

This item allows the Board to review and discuss the proposed FY2021 budget and collect citizen input.

Recommendation

This item is for discussion only. After presentation of the proposed budget and discussion by the Board, the Board will hold a public hearing to receive public input on the proposed budget.

Exhibits

The proposed budget contains revenue and expense assumptions for FY2021, which include capital expenditures. Included as agenda back-up are the following exhibits:

- Exhibit 1: FY2021 Proposed Operating & Capital Budget Presentation
- Exhibit 2: Change in Net Position
- Exhibit 3: Change in Net Position by Function
- Exhibit 4: Revenues & Ridership
- Exhibit 5: Capital Improvement & Major Maintenance Plan
- Exhibit 6: Long Range Financial Plan
- Exhibit 7: FY2021 Budget Contingency Plan
- Exhibit 8: Expanded Level Projects

Submitted By:



Amanda Riddle
Senior Manager of Budget

Final Review:



Marisa Perry, CPA
Chief Financial Officer/VP of Finance



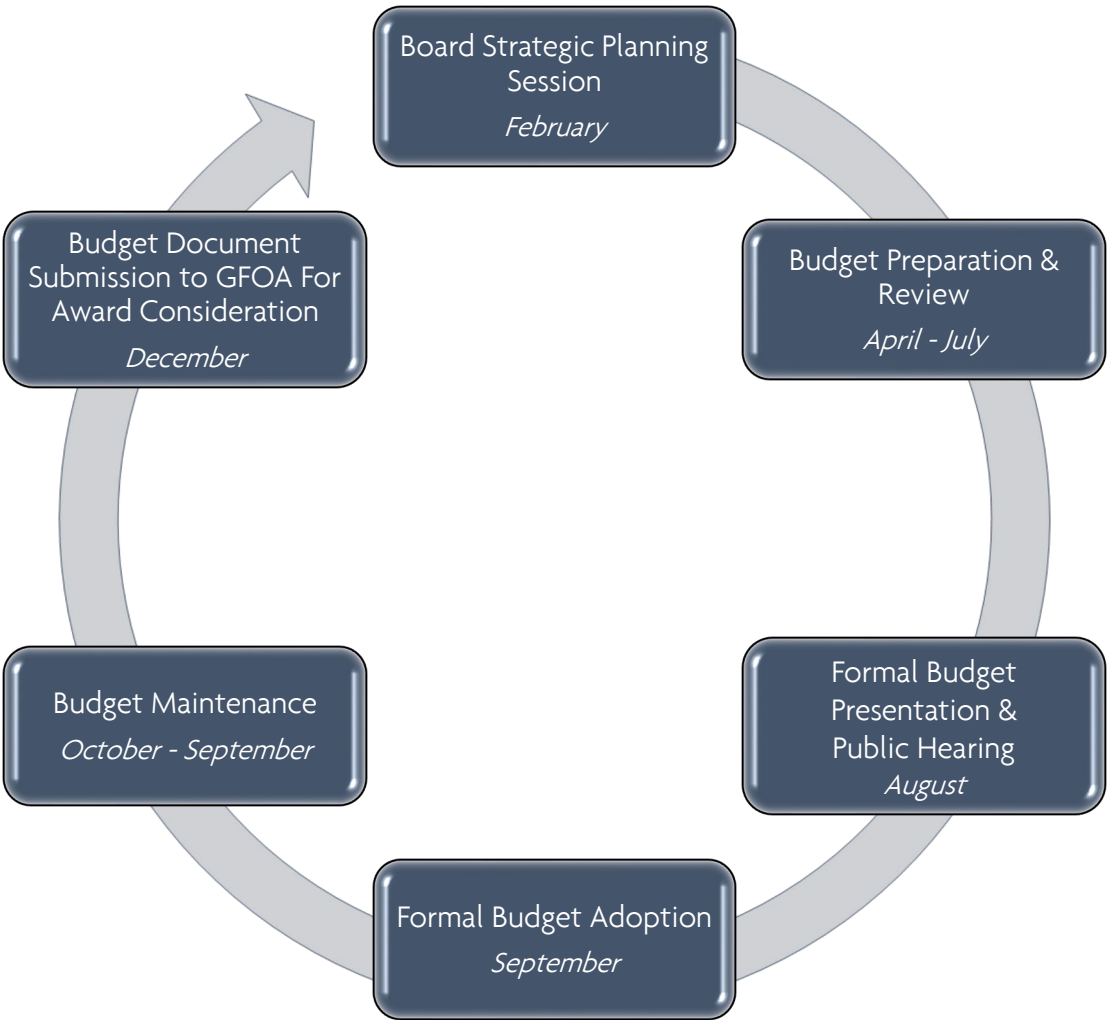
FISCAL YEAR 2021 PROPOSED OPERATING & CAPITAL BUDGET

BOARD OF DIRECTORS BUDGET PRESENTATION & PUBLIC HEARING

AUGUST 27, 2020

FY2021 PROPOSED BUDGET

BUDGET CALENDAR



AGENDA

- CHANGE IN NET POSITION (DCTA & NTMC COMBINED)
 - Operating Revenue
 - Non-Operating Revenue
 - Operating Expenses
 - Non-Operating Expense
 - Transfers Out/In
- CAPITAL IMPROVEMENT & MAJOR MAINTENANCE PLAN
- LONG RANGE FINANCIAL PLAN
- BUDGET CONTINGENCY PLAN
- PUBLIC HEARING & COMMENT

CHANGES TO OPERATING BUDGET SINCE JULY

ADDITIONAL FIXED ROUTE BUS SERVICE

- FIXED ROUTES 4, 7, 21 & 22 INCREASED
- CLOSE TO PRE-COVID LEVELS
 - INCREASE IN OPERATING EXPENSES \$808K
 - INCREASE IN REVENUES OF \$49K

REMOVAL OF NCTC CONTRACT SERVICE

- REDUCTION OF \$229K IN OPERATING EXPENSES
- REDUCTION IN CONTRACT SERVICE REVENUES OF \$279K

FY2021 PROPOSED BUDGET

CHANGES TO OPERATING BUDGET SINCE JULY

- ADDITIONAL \$500K IN BUS OPERATING EXPENSES FOR COVID-19 SAFETY MEASURES & EQUIPMENT PURCHASES
 - BASED ON ACTUALS APRIL – JULY (AVG \$36K/MO)
 - ANTICIPATE INSTALLING PERMANENT BARRIERS ON THE VEHICLES

ADDITIONAL COVID-19 EXPENSES (BUS)

- FINANCIAL SOFTWARE UPGRADE WAS INCLUDED IN FY20 BUDGET BUT DUE TO PROJECT DELAYS, WILL NOT BE COMPLETED UNTIL FY21 - \$30,600 IMPACT TO FY21

FINANCIAL SOFTWARE UPGRADE ROLLOVER

- DEPRECIATION HAS BEEN INCLUDED IN ALL BUDGET SCHEDULES

DEPRECIATION

FY2021 PROPOSED BUDGET

CHANGES TO CAPITAL BUDGET SINCE JULY

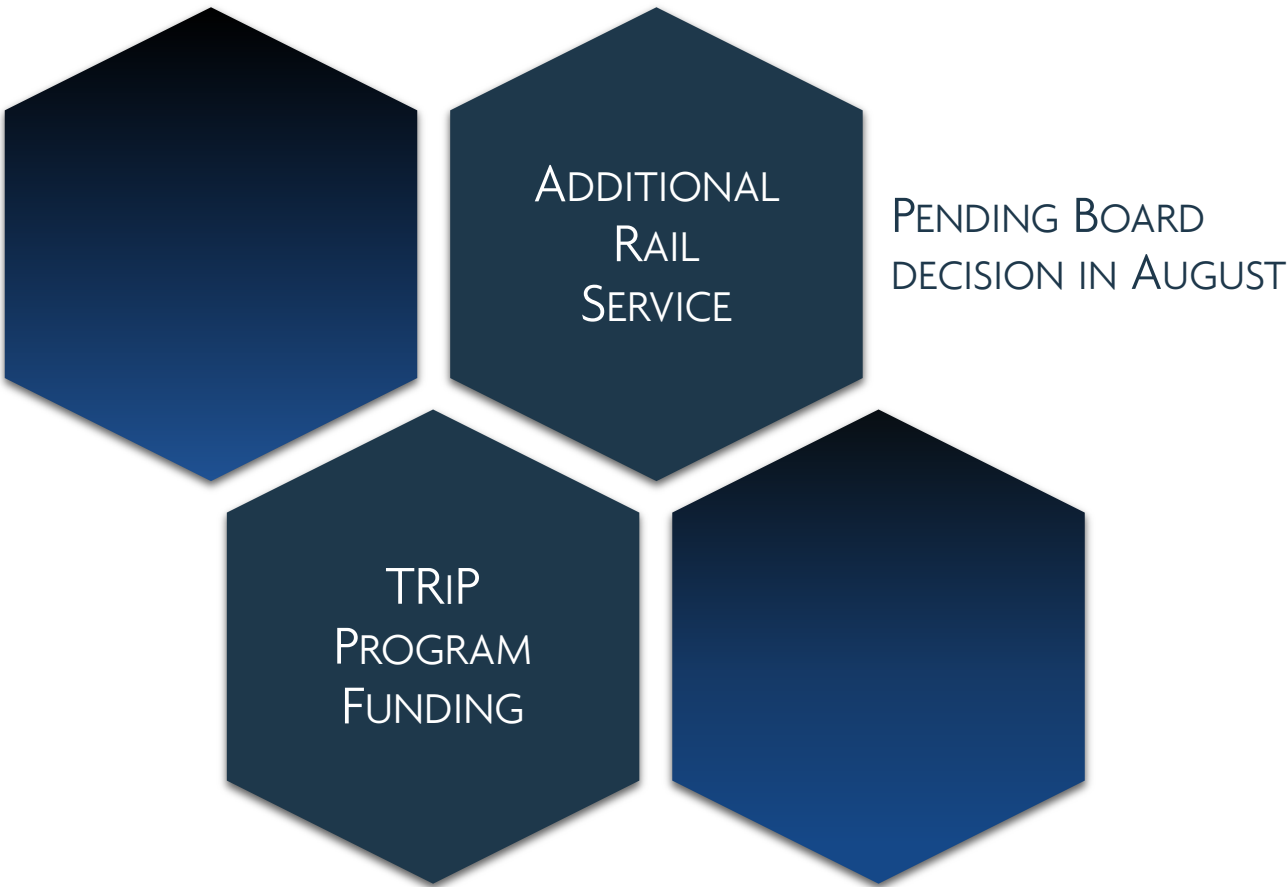
FLEET

- FLEET 2021 PROJECT WILL BE REDUCED BY \$1,062,600
 - DUE TO ADDITIONAL FIXED ROUTE SERVICE ADDED IN FY20
 - PREVIOUS FLEET 2020 PROJECT WAS ROLLED INTO FY21 & IS NOW BEING TRANSFERRED BACK TO FY20 IN ORDER TO ISSUE THE PURCHASE REQUEST FOR 9 ARBOCS

TRANSPORTATION
REINVESTMENT
PROGRAM (TRIP)

- ADDITION OF TRIP PROGRAM CAPITAL PROJECT \$5,186,667
 - \$2M FROM CAPITAL INFRASTRUCTURE FUND
 - 15% OF PREVIOUS YEAR'S NET AVAILABLE FUND BALANCE
 - AMOUNT WILL BE ADJUSTED AFTER FY20 BUDGET REVISIONS ARE BROUGHT TO THE BOARD IN SEPTEMBER

FY2021 PROPOSED BUDGET CHANGES TO BUDGET FOR SEPTEMBER



MAJOR FACTORS TAKEN INTO CONSIDERATION

IMPACT OF COVID-19

- DECREASE IN SALES TAX REVENUE
- DECREASE IN RIDERSHIP
- DECREASE IN PASSENGER REVENUES
- SERVICE LEVEL REDUCTIONS
- ADDITIONAL FEDERAL GRANT FUNDING
- ADDITIONAL COVID-19 RELATED EXPENSES

FY2021 PROPOSED BUDGET

BUDGET REDUCTION RESPONSE MEASURES TAKEN

Modified service levels based on COVID-19 impacts on ridership and finances

Reduced staffing levels – DCTA and NTMC

- Furloughs (NTMC): March 23rd – June 14th
- Position Eliminations (DCTA): May 1st
- Operator Reduction in Force (NTMC): June 15th

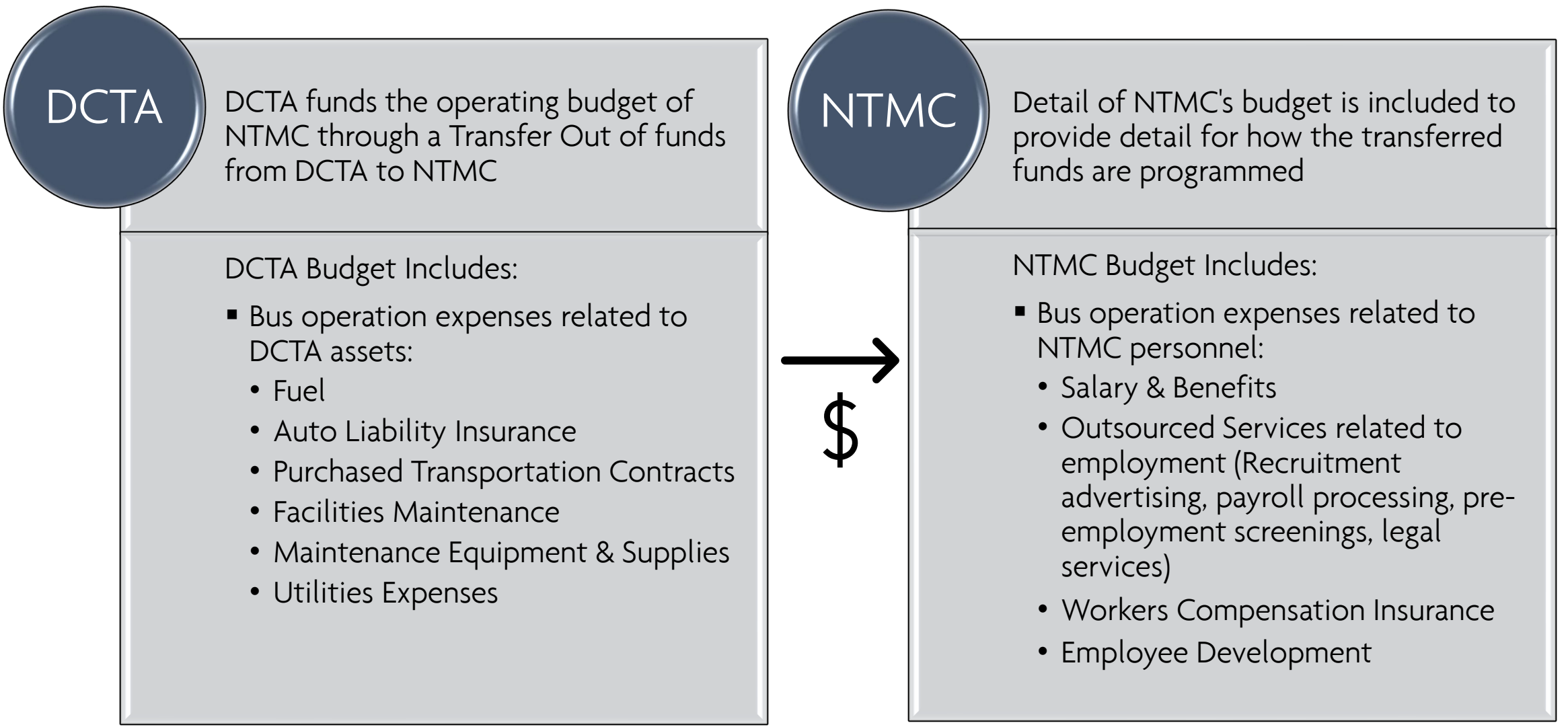
Reviewed and reduced all non-essential expenses

Adjusted grant funding strategies to supplement declining passenger revenues & sales tax

CHANGE IN NET POSITION



RELATIONSHIP BETWEEN DCTA & NORTH TEXAS MOBILITY CORPORATION



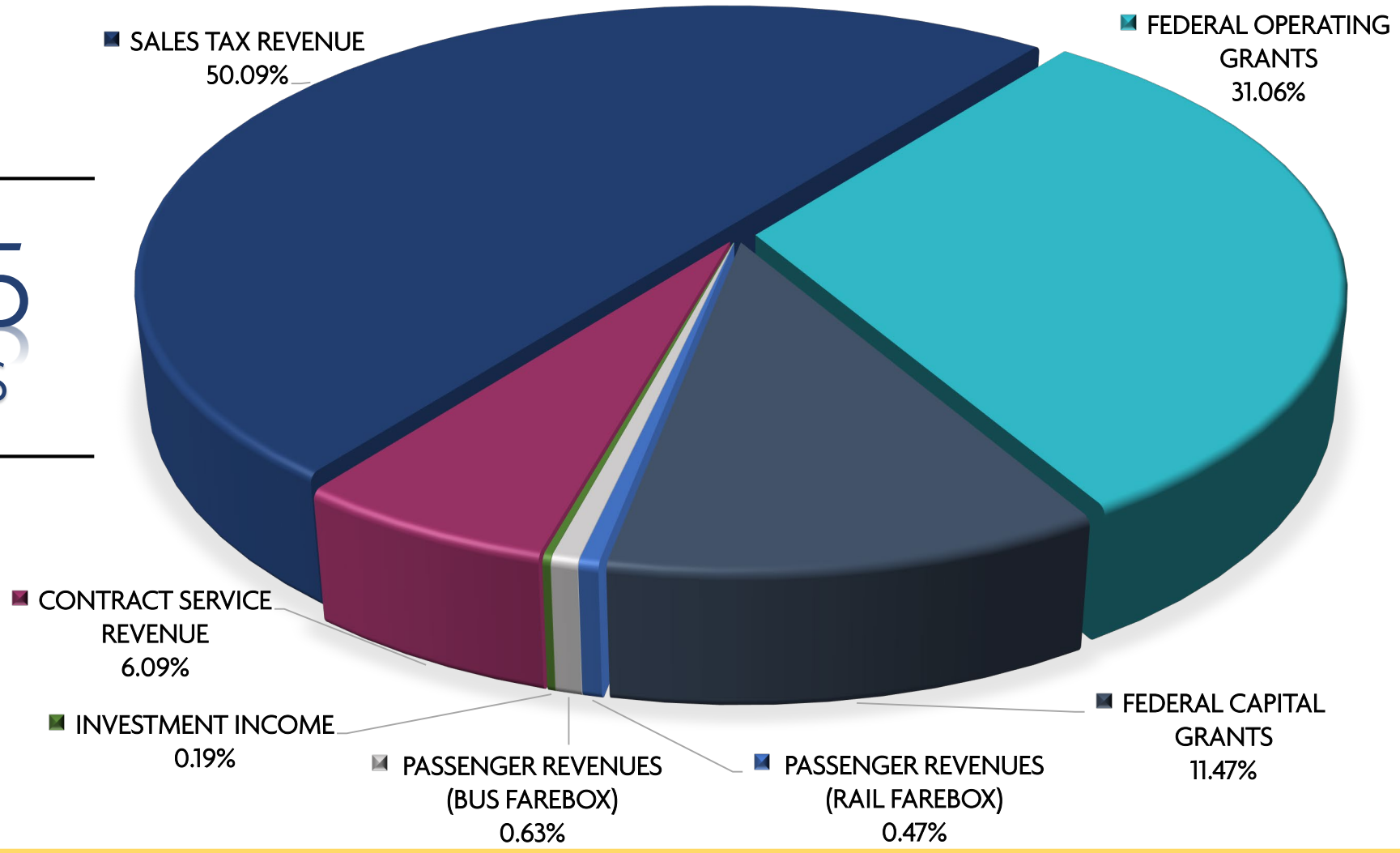
FY2021 PROPOSED BUDGET

CHANGE IN NET POSITION (DCTA & NTMC COMBINED)

Description	DCTA FY 2019 Actuals	NTMC FY 2019 Actuals (June-Sept 2019)	FY 2019 Actuals	DCTA FY 2020 Working Budget	NTMC FY 2020 Working Budget	FY 2020 Working Budget	DCTA FY 2021 Proposed Budget	NTMC FY 2021 Proposed Budget	FY 2021 Proposed Budget
OPERATING REVENUE									
Passenger Revenues (Bus Farebox)	\$ 613,408	\$ -	\$ 613,408	\$ 370,591	\$ -	\$ 370,591	\$ 334,912	\$ -	\$ 334,912
Passenger Revenues (Rail Farebox)	744,283	-	744,283	421,578	-	421,578	248,579	-	248,579
Contract Service Revenue	4,201,278	-	4,201,278	4,416,160	-	4,416,160	3,239,028	-	3,239,028
Total Operating Revenue	5,558,969	-	5,558,969	5,208,329	-	5,208,329	3,822,519	-	3,822,519
OPERATING EXPENSES									
Salary, Wages & Benefits	9,681,725	2,685,968	12,367,693	4,659,734	7,531,382	12,191,116	4,193,211	7,328,500	11,521,711
Outsourced Services & Charges	6,173,872	28,449	6,202,321	4,472,477	261,629	4,734,106	3,955,959	397,623	4,353,582
Materials & Supplies	2,445,770	-	2,445,770	2,554,461	-	2,554,461	2,652,663	7,620	2,660,283
Utilities	445,809	-	445,809	490,988	-	490,988	509,266	-	509,266
Insurance, Casualties & Losses	1,655,084	42,105	1,697,189	1,752,329	132,636	1,884,965	1,687,897	120,264	1,808,161
Purchased Transportation Services	9,755,585	-	9,755,585	10,271,634	-	10,271,634	10,686,596	-	10,686,596
Employee Development	278,188	3,780	281,968	296,935	74,700	371,635	245,804	54,435	300,239
Leases & Rentals	221,903	-	221,903	229,633	-	229,633	238,468	-	238,468
Depreciation	9,813,483	-	9,813,483	10,612,052	-	10,612,052	10,489,375	-	10,489,375
Total Operating Expenses	40,471,418	2,760,302	43,231,720	35,340,243	8,000,347	43,340,590	34,659,239	7,908,442	42,567,681
Operating Income / (Loss)	(25,098,967)	(2,760,302)	(27,859,269)	(30,131,914)	(8,000,347)	(38,132,261)	(30,836,720)	(7,908,442)	(38,745,162)
NON-OPERATING REVENUE / (EXPENSE)									
Investment Income	597,793	-	597,793	325,000	-	325,000	100,000	-	100,000
Misc. Revenues	228,499	-	228,499	52,000	-	52,000	-	-	-
Sales Tax Revenue	28,735,383	-	28,735,383	21,464,452	-	21,464,452	26,624,124	-	26,624,124
Federal Grants & Reimbursements	9,146,240	-	9,146,240	15,750,649	-	15,750,649	22,601,232	-	22,601,232
State Grants & Reimbursements	1,706,197	-	1,706,197	438,548	-	438,548	-	-	-
Long Term Debt Interest/Expense	(972,668)	-	(972,668)	(909,480)	-	(909,480)	(841,080)	-	(841,080)
Total Non-Operating Revenue / (Expense)	39,441,444	-	39,441,444	37,121,169	-	37,121,169	48,484,276	-	48,484,276
Income (Loss) Before Transfers	14,342,477	(2,760,302)	11,582,175	6,989,255	(8,000,347)	(1,011,092)	17,647,556	(7,908,442)	9,739,114
Transfers Out	(2,760,302)	-	(2,760,302)	(8,000,347)	-	(8,000,347)	(7,908,442)	-	(7,908,442)
Transfers In	-	2,760,302	2,760,302	-	8,000,347	8,000,347	-	7,908,442	7,908,442
Total Transfers	(2,760,302)	2,760,302	-	(8,000,347)	8,000,347	-	(7,908,442)	7,908,442	-
CHANGE IN NET POSITION	\$ 11,582,175	\$ -	\$ 11,582,175	\$ (1,011,092)	\$ -	\$ (1,011,092)	\$ 9,739,114	\$ -	\$ 9,739,114
Net Position - Beginning of Year:						\$ 327,800,795			\$ 319,440,464
Net Position - End of Year:						\$ 326,789,703			\$ 329,179,578
Transfer to Capital Projects						\$ (7,349,239)			\$ (13,413,143)
Net Position After Capital Project Transfer						\$ 319,440,464			\$ 315,766,435


\$53,147,875

TOTAL REVENUES



FY2021 PROPOSED BUDGET
OPERATING REVENUE - BUS

Bus Operations					
		FY 2019	FY 2020	FY 2020	FY 2021
		Actual	Adopted Budget	Working Budget	Proposed Budget
PASSENGER REVENUES (BUS FAREBOX)					
Fixed Route	\$	515,177	\$ 466,900	\$ 297,075	\$ 272,832
Demand Response		81,198	138,262	58,466	48,422
Frisco		7,099	6,210	4,924	6,745
CCT		3,245	4,468	2,630	4,349
North Texas Xpress		6,689	8,209	7,496	2,564
Total Passenger Revenues (Bus Farebox)	\$	613,408	\$ 624,049	\$ 370,591	\$ 334,912
CONTRACT SERVICE REVENUE					
Fixed Route	\$	57,000	\$ 57,000	\$ 57,000	\$ 49,000
UNT		2,919,212	3,042,508	3,150,948	2,123,130
UNT Fuel (Direct Pass Thru)		307,174	342,730	234,290	255,991
NCTC		228,429	223,034	223,034	-
NCTC Fuel (Direct Pass Thru)		25,935	46,500	46,500	-
Frisco		379,658	318,790	318,790	318,254
CCT		247,735	220,598	220,598	345,653
North Texas Xpress		36,134	75,000	75,000	75,000
Mobility as a Service (MaaS)		-	90,000	90,000	72,000
Total Contract Service Revenue	\$	4,201,278	\$ 4,416,160	\$ 4,416,160	\$ 3,239,028
Total Bus Operations Revenue	\$	4,814,686	\$ 5,040,209	\$ 4,786,751	\$ 3,573,940

 TOTAL PROJECTED RIDERSHIP:
1,050,084

53% DECREASE COMPARED TO FY2020

PASSENGER REVENUES: AVG. FARE PER RIDER & PROJECTED RIDERSHIP

	AVG. FARE	RIDERSHIP
FIXED ROUTE	\$ 0.86	318,152
DEMAND RESPONSE	\$ 1.72	24,069
ZONE (DR)	\$ 0.86	8,064
FRISCO DR	\$ 1.06	6,356
CCT DR	\$ 1.19	3,663
NTX	\$ 0.57	4,474
UNT	N/A	671,458
NCTC	N/A	0
Frisco Taxi	N/A	4,375
CCT Taxi	N/A	9,473
Total Bus & Taxi Ridership		1,050,084

FY2021 PROPOSED BUDGET
OPERATING REVENUE - RAIL

Rail Operations							
		FY 2019 Actual		FY 2020 Adopted Budget		FY 2020 Working Budget	FY 2021 Proposed Budget
Passenger Revenues (Rail Farebox)	\$	744,283	\$	588,272	\$	421,578	\$ 248,579
Total Rail Operations Revenue	\$	744,283	\$	588,272	\$	421,578	\$ 248,579



TOTAL PROJECTED RIDERSHIP:

165,719

AVERAGE FARE PER RIDER:

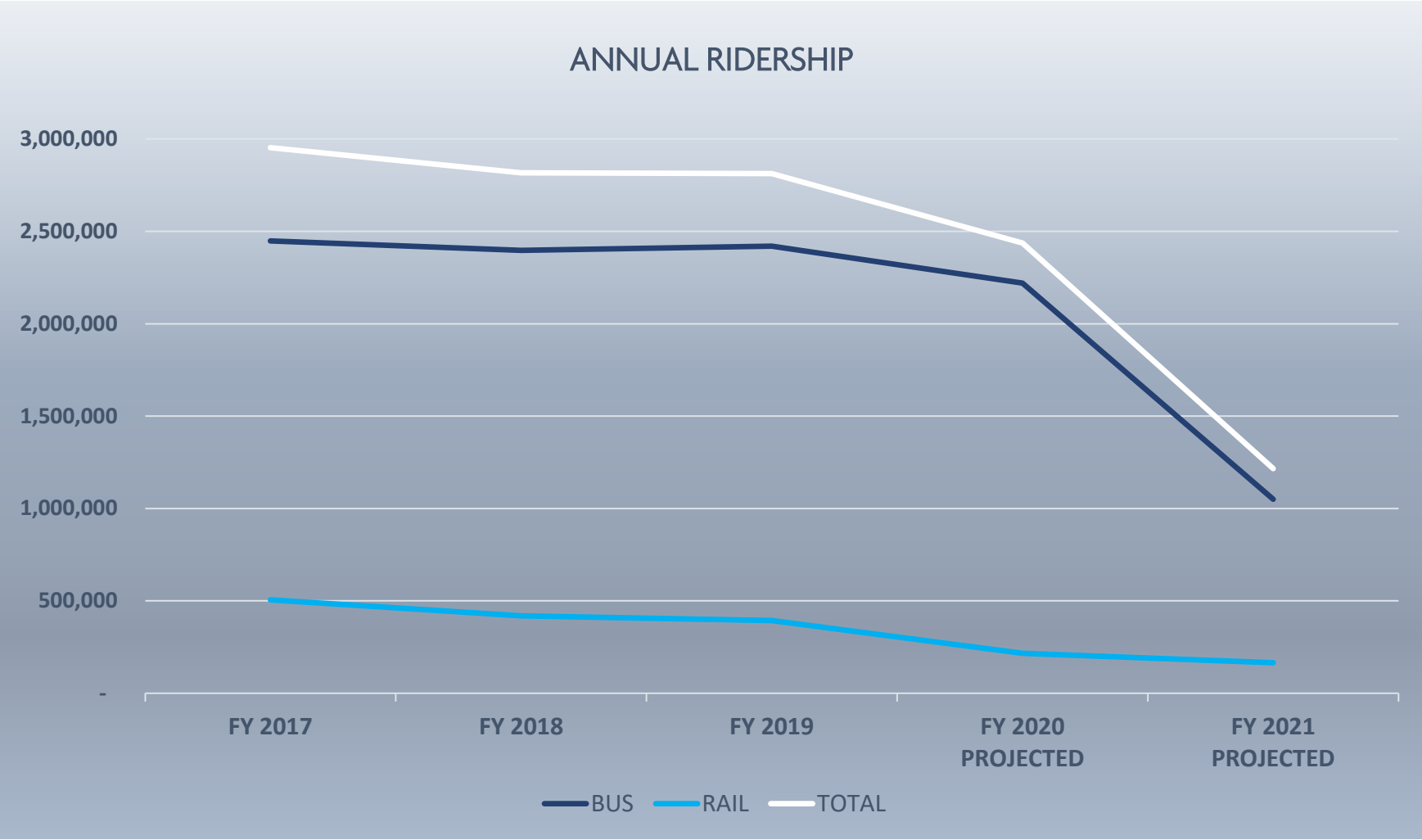
\$1.50



41% DECREASE IN RIDERSHIP
COMPARED TO FY2020

FY2021 PROPOSED BUDGET

FIVE-YEAR RIDERSHIP TREND



FY2021 PROPOSED BUDGET

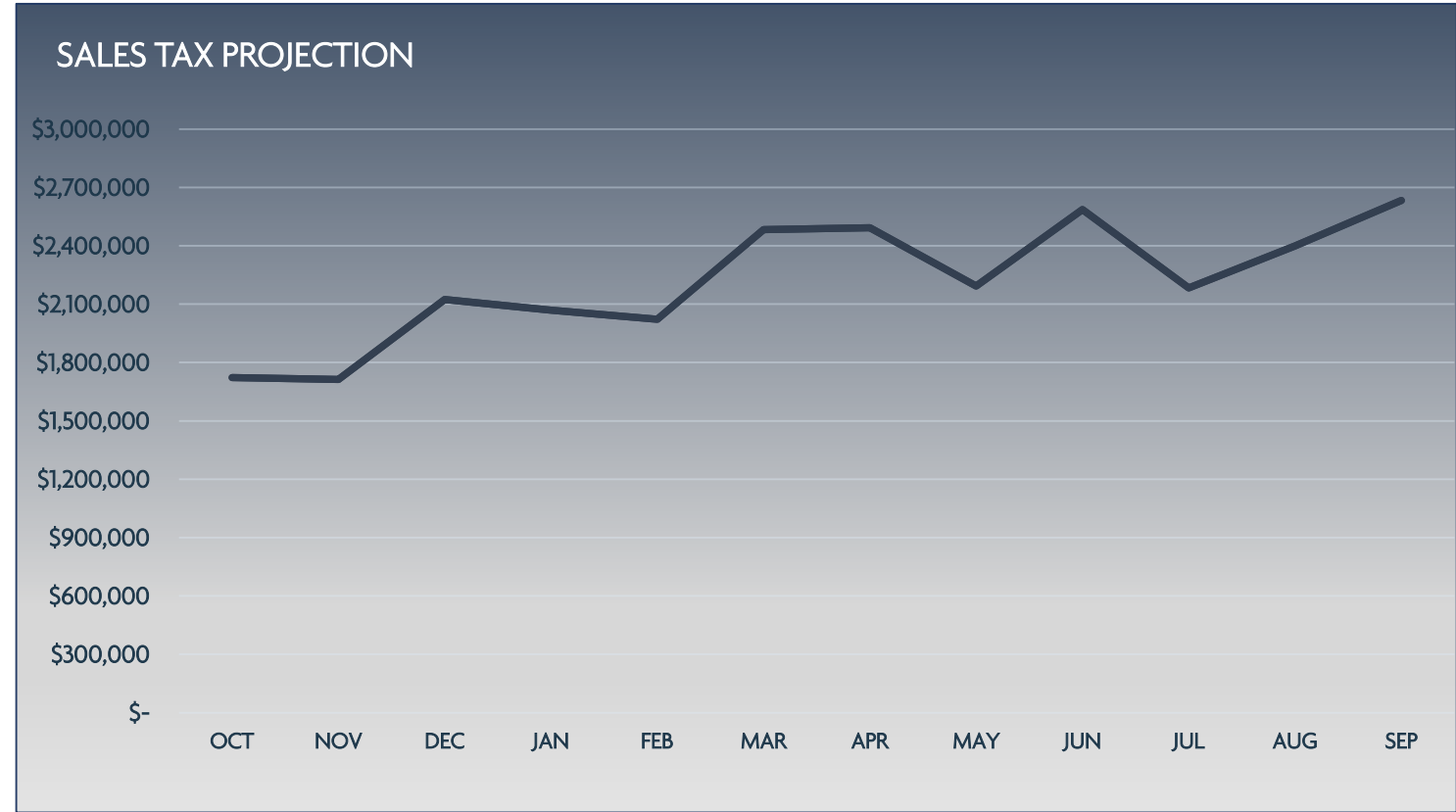
NON-OPERATING REVENUE

Regular Item 5, Exhibit 1

Non-Operating Revenue				
	FY 2019 Actual	FY 2020 Adopted Budget	FY 2020 Working Budget	FY 2021 Proposed Budget
Investment Income	\$ 597,793	\$ 400,000	\$ 325,000	\$ 100,000
Misc. Revenues	228,499	52,000	52,000	-
Sales Tax Revenue	28,735,383	29,019,184	21,464,452	26,624,124
Federal Operating Grants	6,664,660	5,253,753	12,400,872	16,506,873
Federal Capital Grants	2,481,580	4,973,021	3,349,777	6,094,359
State Capital Grants	1,706,197	780,389	438,548	-
Total Non-Operating Revenue	\$ 40,414,112	\$ 40,478,347	\$ 38,030,649	\$ 49,325,356

FY2021 PROPOSED BUDGET

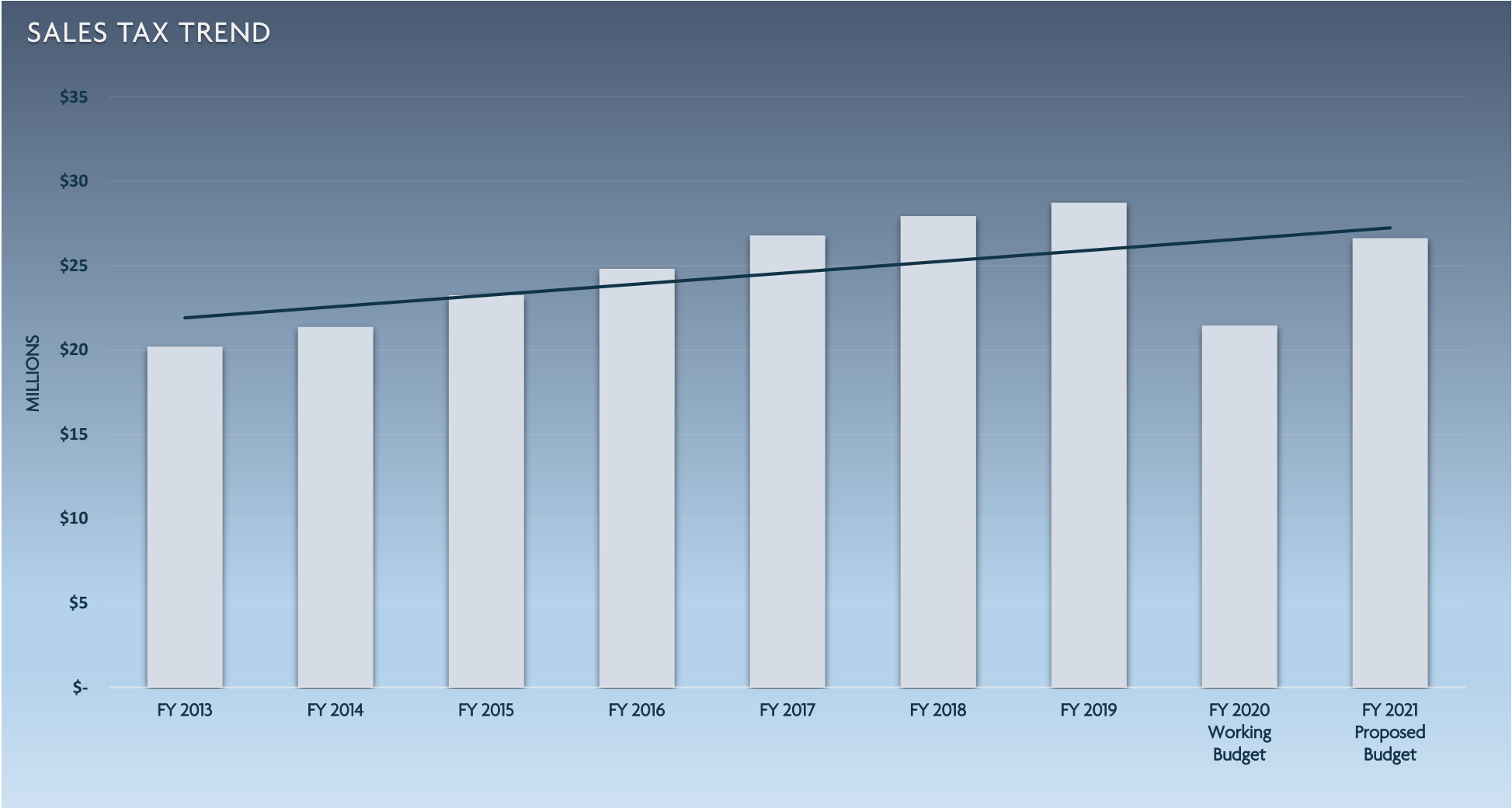
NON-OPERATING REVENUE: SALES TAX



- Sales tax projections based on FY2020 Original Budget with a 25% reduction in Q1
- Reduction of additional \$500k to anticipate potential impacts of the Comptroller’s proposed rule changes regarding internet sales orders

Sales Generated in Month of:	Received in Month of:	FY2020 Original Budget	FY2020 Working Budget	FY2021 Proposed Budget
October	December	\$ 2,353,270	\$ 2,329,419	\$ 1,723,286
November	January	2,338,596	2,188,220	1,712,280
December	February	2,888,362	3,191,714	2,124,605
January	March	2,111,018	2,268,362	2,069,351
February	April	2,064,564	2,114,448	2,022,897
March	May	2,525,343	2,503,274	2,483,676
April	June	2,534,129	1,183,731	2,492,462
May	July	2,234,810	1,034,072	2,193,143
June	August	2,627,865	1,230,599	2,586,198
July	September	2,225,018	1,029,176	2,183,351
August	October	2,441,366	1,137,350	2,399,699
September	November	2,674,843	1,254,087	2,633,176
Total Sales Tax Revenue		\$ 29,019,184	\$ 21,464,452	\$ 26,624,124

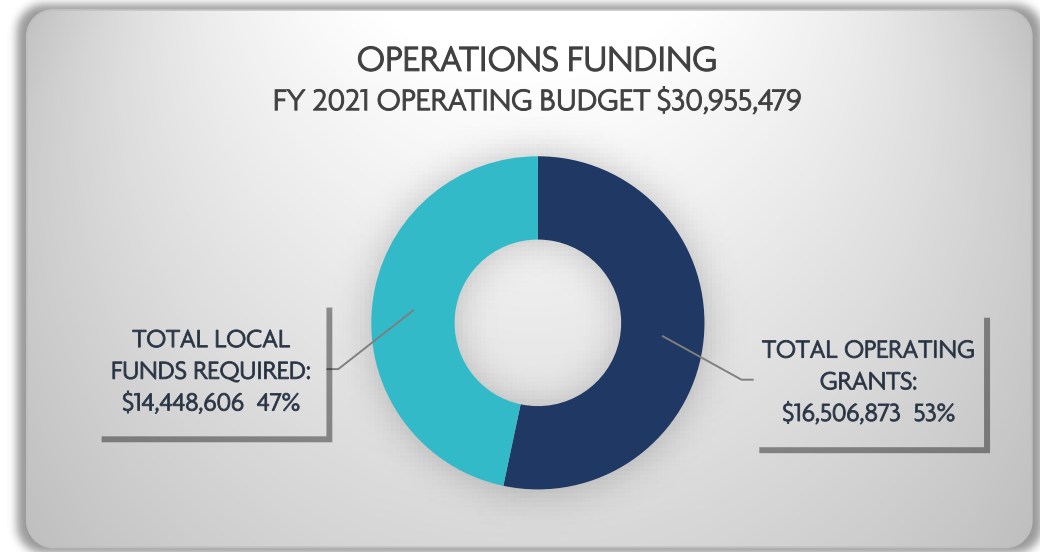
NON-OPERATING REVENUE: SALES TAX



FY2021 PROPOSED BUDGET

NON-OPERATING REVENUE: FEDERAL GRANTS - OPERATING

OPERATING EXPENSES & ASSOCIATED GRANTS	FY 2021 OPERATING EXPENSE	FEDERAL REIMBURSEMENT PERCENTAGE	TOTAL FY 2021 OPERATING GRANTS
TRAIN THE TRAINER - NEW FREEDOM GRANT	\$ 125,540	100%	\$ 125,540
<u>BUS PREVENTIVE MAINTENANCE</u>			
FY18 5307 Funds (TX-2019-071-00)	\$ 332,011	80%	\$ 265,609
FY19 5307 Funds	\$ 900,474	100%	\$ 900,474
ADA OPERATING ASSISTANCE - FY19 5307 Funds	\$ 300,000	100%	\$ 300,000
VANPOOL - FY18 Sec 5307 STP Flex Funds	\$ 320,854	100%	\$ 320,854
SURVEILLANCE/SECURITY EQUIPMENT - FY19 5307 Funds	\$ 80,391	80%	\$ 64,313
FIXED GUIDEWAY - FY19 5337 Funds	\$ 2,299,479	100%	\$ 2,299,479
CARES OPERATING ASSISTANCE - BUS	\$ 5,056,280	100%	\$ 5,056,280
CARES OPERATING ASSISTANCE - RAIL	\$ 7,174,324	100%	\$ 7,174,324
TOTAL OPERATING EXPENSES & ASSOCIATED GRANTS	\$ 16,589,353		\$ 16,506,873

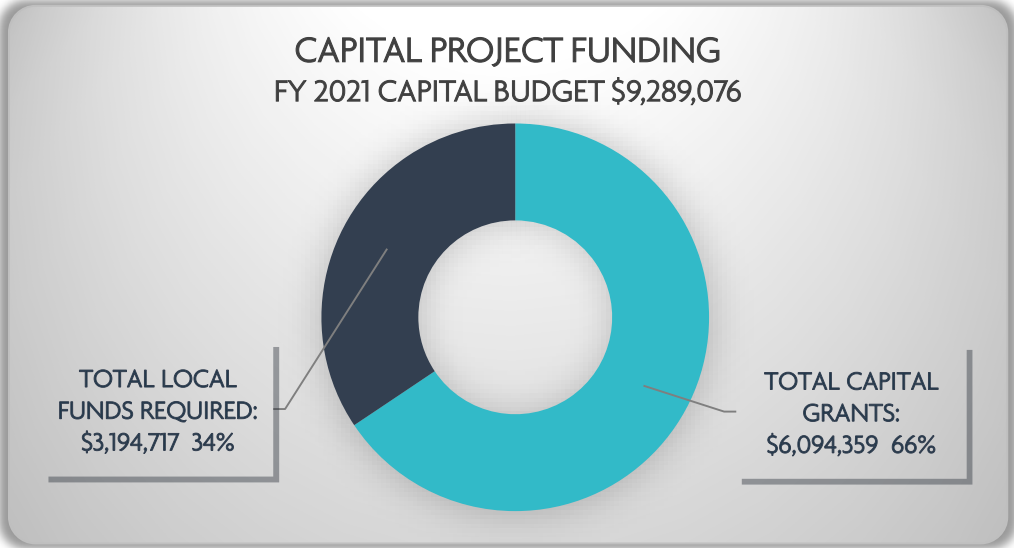


NON-OPERATING REVENUE: FEDERAL GRANTS - OPERATING

FEDERAL GRANTS

- CARES ACT FUNDING
 - DCTA is the designated recipient for the Denton-Lewisville UZA, which received an apportionment of \$23,461,867 in CARES Act funds.
 - Reimbursement will be at 100% federal share, with no local match.
 - Operating assistance caps and ADA assistance caps have been waived.
 - Expenses eligible for reimbursement:
 - Operating assistance
 - Preventive maintenance
 - Of the \$23.5M in funding, FY21 proposed budget includes \$12.2M to be requested in FY21:
 - Programming of \$5.06M for bus operating assistance
 - Programming of \$7.17M for rail operating assistance

NON-OPERATING REVENUE: FEDERAL GRANTS - CAPITAL



CAPITAL PROJECTS & ASSOCIATED GRANTS	FY 2021 CAPITAL PROJECTS	FEDERAL REIMBURSEMENT PERCENTAGE	TOTAL FY 2021 CAPITAL GRANTS
POSITIVE TRAIN CONTROL ENHANCEMENTS (PHASE 2 - CRISI GRANT)	\$ 3,000,000	80%	\$ 2,400,000
POSITIVE TRAIN CONTROL IMPLEMENTATION (TX-95-X079)	\$ 887,931	80%	\$ 710,345
<u>FLEET (2021) - REVENUE VEHICLES (\$2,810,400)</u>			
FY16 5307 & 5339 Funds (TX-2017-011-00)	\$ 692,608	85%	\$ 588,717
FY17 5307 Funds (TX-2019-073-00)	\$ 1,090,785	100%	\$ 1,090,785
FY18 5339 Funds	\$ 673,007	85%	\$ 572,056
FY19 5339 Funds	\$ 354,000	100%	\$ 354,000
<u>FLEET (2021) - NON-REVENUE VEHICLES (\$132,300)</u>			
FY17 5339 Funds	\$ 19,221	80%	\$ 15,377
FY17 5339 Funds Including TDCs	\$ 51,145	100%	\$ 51,145
FY19 5339 Funds	\$ 61,934	100%	\$ 61,934
INTEGRATED FARE PAYMENT - FY17 5339 Funds	\$ 300,000	100%	\$ (A) 250,000
TOTAL CAPITAL PROJECTS & ASSOCIATED GRANTS	\$ 7,130,631		\$ 6,094,359

(A) 100% match; no local funds required for first \$250k of project (total grant funds \$250k)

BUILDING THE GENERAL & ADMINISTRATIVE BUDGET



BUILDING THE GENERAL & ADMINISTRATIVE BUDGET

OPERATING EXPENSES – GENERAL & ADMINISTRATIVE (\$6.3 MILLION)

Description	FY 2020 Adopted Budget	FY 2020 Working Budget	FY 2021 Proposed Budget	\$ Increase / (Decrease)
GENERAL & ADMINISTRATIVE EXPENSES				
Salary, Wages & Benefits	3,791,927	3,718,249	3,531,672	(186,577)
Outsourced Services & Charges	1,967,560	2,466,114	2,218,615	(247,499)
Materials & Supplies	113,600	108,600	70,050	(38,550)
Utilities	36,800	24,800	23,600	(1,200)
Insurance, Casualties & Losses	13,320	13,320	13,788	468
Purchased Transportation Services	-	-	-	-
Employee Development	272,165	206,058	212,004	5,946
Leases & Rentals	125,500	125,500	131,400	5,900
Depreciation	99,536	99,536	70,000	(29,536)
Total G&A Operating Expenses	6,420,408	6,762,177	6,271,129	(491,048)

WAGES &
BENEFITS

- Decrease of \$187k due to reduction of 8.5 FTEs in May 2020 (Annualized savings \$824k)
- No merit increases included
- Assumes a 9% increase for benefit premiums

OUTSOURCED
SERVICES &
CHARGES

- Decrease of \$247k
- *Expanded Level Project Request* - Long-Range Service Plan \$400k
- *Expanded Level Project Request* - Public Meeting Software \$47k (Board Governance)
- FY20 Includes \$667k for Transformation Initiative (Approved June 25, 2020)

MATERIALS &
SUPPLIES

- Decrease of \$39k
- Reduction of promotional supplies \$18k due to suspended events
- Overall reduction of office supplies & computer replacement needs

FY2021 PROPOSED BUDGET STAFFING LEVEL REVIEW



- Reduction in force effective May 1, 2020
- Eliminated 8.5 FTEs of 44 FTEs budgeted
 - *Community Relations Coordinator*
 - *(2) Marketing Interns (Totals 1 FTE)*
 - *VP of Operations*
 - *Manager of Mobility Services*
 - *Operations Analyst*
 - *Project Management Specialist **
 - *Service Planner **
 - *Bus Operations Intern (0.5 FTE) **
 - *AVP of Rail Operations **

** Vacant positions*



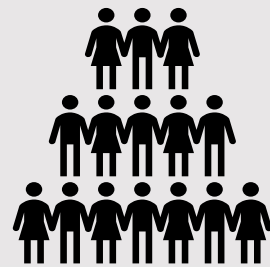
in DCTA Staff FTEs
** Does not include NTMC operations*



in DCTA Salaries & Benefits



- Reduction of \$824k in FY21 expenses
- Ceasing all merit increases for FY21



FY2021 PROPOSED BUDGET STAFFING LEVEL REVIEW

DIVISION SUMMARY

	FY 2019	FY 2020 Working Budget	FY 2021 Proposed Budget	Variance	
GENERAL & ADMINISTRATIVE DIVISION					
President/CEO Department	1.00	1.00	1.00	-	
Administration Department	-	2.00	2.00	-	
Finance Department	10.00	11.00	11.00	-	
Strategic Planning & Development Department	6.00	5.00	4.00	(1.00)	(A)
Marketing & Communications Department	9.00	5.00	4.00	(1.00)	(B)
Transit Management Department	11.50	-	3.00	3.00	(A), (B), (C)
Human Resources Department	1.00	1.50	1.50	-	
Information Technology Department	-	3.00	3.00	-	
BUS OPERATIONS DIVISION					
Bus Operations Management Department	-	4.00	4.00	-	
RAIL OPERATIONS DIVISION					
Rail Development Department	4.00	3.00	2.00	(1.00)	(C)
TOTAL DCTA FTE STAFF	42.50	35.50	35.50	-	
THIRD PARTY CONTRACT OPERATIONS					
Contracted Bus Services (NTMC)*	139.50	137.00	112.00	(25.00)	(E)
Contracted Rail Services (First Transit + Subcontractor)	52.00	45.00	45.00	-	
TOTAL THIRD PARTY CONTRACT OPERATIONS	191.50	182.00	157.00	(25.00)	

*Contracted Bus Services FTE methodology is based on operator hours.

(F)

- (A) One FTE moved from Strategic Planning & Development department to Transit Management department
- (B) One FTE moved from Marketing & Communications department to Transit Management department
- (C) One FTE moved from Rail Development department to Transit Management department
- (D) FY2020 Changes: Addition of HR Assistant (0.5 FTE); Transfer of Procurement Specialist from NTMC budget; Elimination of 8.5 FTEs: Community Relations Coordinator, Two Marketing Interns (1 FTE), VP of Operations, Manager of Mobility Services, Operations Analyst, Project Management Specialist, Service Planner, Bus Operations Intern (0.5 FTE), AVP of Rail Operations
- (E) Reduction of Bus Operators (25 FTEs) due to 51k decreased service hours as a result of service reductions implemented during COVID-19
- (F) FY2020 Changes:
 - Bus: Addition of Recruiter/HR Generalist; Conversion of part-time Operations Specialist to full-time position (net +0.5 FTE); Reduction of Bus Operators (3 FTEs) due to a reduction in service hours due to service changes made in March and May; Reduction of General Manager position (moving to a contracted position)
 - Rail: Reduction of 7 FTEs as a result of service reductions due to COVID-19 pandemic

BUILDING THE BUS OPERATIONS BUDGET



BUILDING THE BUS OPERATIONS BUDGET

DEPARTMENTAL CODES – DCTA BUS DEPARTMENTS

ADMINISTRATIVE/SUPPORT

- 500 – Bus Service Administration
- 505 – DCTA Bus Operations Management
- 570 – Customer Service
- 580 – Supervisors & Dispatch
- 590 – Maintenance

FIXED ROUTE

- 511 – Denton Fixed Route
- 512 – Highland Village Fixed Route
- 513 – Lewisville Fixed Route
- 540 – North Texas Xpress

DEMAND RESPONSE

- 531 – Denton Demand Response
- 532 – Highland Village Demand Response
- 533 – Lewisville Demand Response

CONTRACT SERVICES

- 200 – University of North Texas (UNT)
- 210 – North Central Texas College (NCTC)
- 220 – Frisco
- 230 – Collin County Transit (CCT)
- 240 – Mobility as a Service (MaaS)

BUILDING THE BUS OPERATIONS BUDGET

DEPARTMENTAL CODES – NTMC BUS DEPARTMENTS

ADMINISTRATIVE/SUPPORT

- 700 – NTMC Administration
- 770 – NTMC Customer Service
- 780 – NTMC Supervisors & Dispatch
- 790 – NTMC Maintenance

FIXED ROUTE

- 711 – NTMC Denton Fixed Route
- 712 – NTMC Highland Village Fixed Route
- 713 – NTMC Lewisville Fixed Route
- 740 – NTMC North Texas Xpress

DEMAND RESPONSE

- 731 – NTMC Denton Demand Response
- 732 – NTMC Highland Village Demand Response
- 733 – NTMC Lewisville Demand Response

CONTRACT SERVICES

- 701 – NTMC UNT
- 702 – NTMC NCTC
- 703 – NTMC Frisco
- 704 – NTMC CCT

BUILDING THE BUS OPERATIONS BUDGET

GLOSSARY OF TERMS – SERVICE TYPES



FIXED ROUTE SERVICE

- Services provided on a repetitive, fixed schedule along a specific route with vehicles stopping to pick up & deliver passengers to specific locations; each fixed route trip serves the same origins & destinations.

DEMAND RESPONSE SERVICE

- A transit mode comprised of passenger cars, vans or small buses operating in response to calls from passengers or their agents to the transit operator, who then dispatches a vehicle to pick up the passengers & transport them to their destinations.

DIRECTLY OPERATED (DO)

- Transportation service provided directly by a transit agency, using their employees to supply the necessary labor to operate the revenue vehicles. This includes instances where an agency's employees provide purchased transportation (PT) services to the agency through a contractual agreement.

PURCHASED TRANSPORTATION (PT)

- Transportation service provided to a public transit agency or governmental unit from a public or private transportation provider based on a written contract. The provider is obligated in advance to operate public transportation services for a public transit agency or governmental unit for a specific monetary consideration, using its own employees to operate revenue vehicles.

BUILDING THE BUS OPERATIONS BUDGET

GLOSSARY OF TERMS – METRICS



REVENUE HOURS

- The hours that vehicles travel while in revenue service including revenue service & layover/recovery time

REVENUE MILES

- The miles that vehicles travel while in revenue service

DEADHEAD (MILES & HOURS)

- The miles & hours that a vehicle travels when out of revenue service including leaving or returning to the garage or yard facility, changing routes, & when there is no expectation of carrying revenue passengers

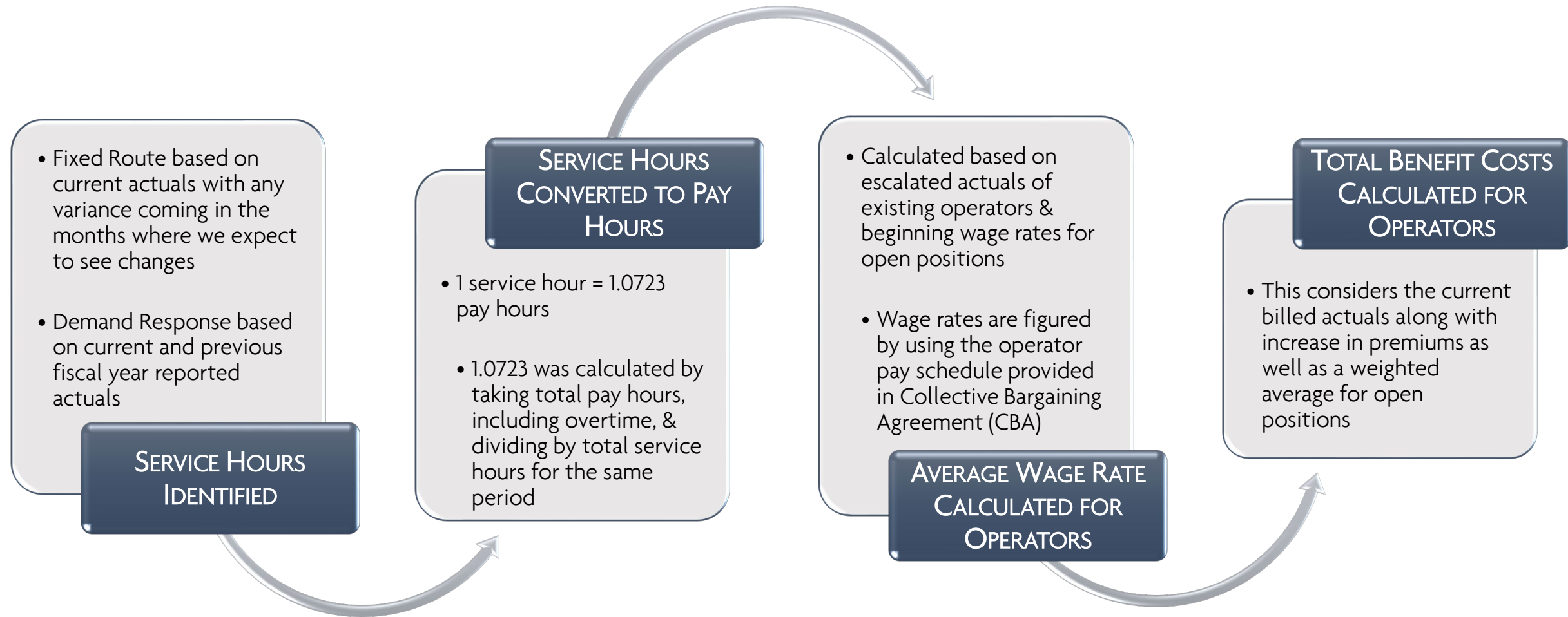
SERVICE HOURS

- Revenue hours plus applicable deadhead hours

SERVICE MILES

- Revenue miles plus applicable deadhead miles

BUILDING THE BUS OPERATIONS BUDGET – DIRECTLY OPERATED SERVICE OPERATOR WAGES & BENEFITS



BUILDING THE BUS OPERATIONS BUDGET – DIRECTLY OPERATED SERVICE

OPERATOR WAGES & BENEFITS

SALARY & WAGES
(REGULAR)

PAY HOURS * AVERAGE WAGE RATE

SALARY & WAGES
(OVERTIME)

SALARY & WAGES (REGULAR) * 10%

PAID TIME OFF

(SERVICE HOURS * 8.92%) * AVERAGE WAGE RATE

BENEFITS

ALLOCATE TOTAL COST OF BENEFITS BASED ON SERVICE HOURS



BUILDING THE BUS OPERATIONS BUDGET – DIRECTLY OPERATED SERVICE

SERVICE MILES & FUEL

LARGE BUS (DIESEL)		SMALL BUS (GASOLINE)	
SERVICE - ROUTE	SERVICE MILES	SERVICE - ROUTE	SERVICE MILES
Denton Connect Route 1	57,456	Denton Connect Route 4	214,707
Denton Connect Route 2	49,244	Lewisville Connect Route 21	196,472
Denton Connect Route 3	42,561	Lewisville Connect Route 22	165,502
Denton Connect Route 6	37,716	NCTC Campus Shuttle North & South	0
Denton Connect Route 7	87,083	Denton Demand Response	106,918
Monsignor King Service	3,942	Lewisville Demand Response	76,305
UNT Campus Shuttle Mean Green	21,133	Highland Village Demand Response	12,787
UNT Campus Shuttle North Texan	22,820	Frisco Demand Response	76,559
UNT Campus Shuttle Eagle Point	19,057	Collin County Demand Response	33,244
UNT Campus Shuttle Discovery Park	85,682		
UNT Campus Shuttle Centre Place	65,155		
UNT Campus Shuttle Bernard Street	42,966		
UNT Campus Shuttle Colorado Express	38,156		
UNT Campus Shuttle Mean Green Night Rider	28,811		
Total Large Bus Service Miles	601,782	Total Small Bus Service Miles	882,494

FUEL = (SERVICE MILES / MPG) * \$2.75

331,665

(SERVICE + SUPPORT VEHICLE GALLONS)

TOTAL BUS OPERATIONS FUEL BUDGET

\$915,982

	GALLONS	BUDGET
BUS SERVICES (DIESEL)	169,538	\$ 466,230
BUS SERVICES (GASOLINE)	138,678	381,365
NTX SERVICE	15,594	46,787
	323,810	894,382
SUPPORT VEHICLES	7,855	21,600
	331,665	\$ 915,982

BUILDING THE BUS OPERATIONS BUDGET – DIRECTLY OPERATED SERVICE

SERVICE HOURS

SERVICE NAME	SERVICE HOURS
Denton Fixed Route	40,028
Monsignor King Service	1,232
Lewisville Fixed Route	26,535
Denton Demand Response	8,967
Highland Village Demand Response	999
Lewisville Demand Response	8,845
University of North Texas	32,391
North Central Texas College	0
Frisco Demand Response	3,950
Collin County Transit Demand Response	1,854
North Texas Xpress	4,011
Total	128,812

»» CONNECT SERVICE (FIXED ROUTE)

- DENTON CONNECT
 - ROUTES 1, 2, 3 & 6: 50-60 MINUTE FREQUENCY
 - ROUTES 4 & 7: 30 MINUTE FREQUENCY
- LEWISVILLE CONNECT
 - ROUTE 21: 35 MINUTE FREQUENCY
 - ROUTE 22: 30 MINUTE FREQUENCY

»» ACCESS SERVICE (DEMAND RESPONSE)

- DOWN 20% COMPARED TO FY2019 ACTUALS
- ASSUMES ONGOING IMPACT OF COVID-19

BUILDING THE BUS OPERATIONS BUDGET – CONTRACT SERVICE

UNT CONTRACT DETAILS

TYPE OF SERVICE	RATE	BILLING METRIC		TOTAL REVENUE
BASE SERVICE	\$ 63.32	BASE SERVICE HOURS	32,391	\$ 2,051,130
LYFT SERVICE	PASS-THROUGH COST			72,000
FUEL EXPENSE	PASS-THROUGH COST			255,991
ACCESS TO CONNECT SERVICE	FLAT RATE			49,000
TOTAL CONTRACT VALUE				\$ 2,428,121

- Contract has been in place since 2005; current contract Sept 2018 – Aug 2028
- UNT transferred vehicles to DCTA upon execution of contract in Sept 2018
 - Contracted hourly rate includes funding for replacement of vehicles

BUILDING THE BUS OPERATIONS BUDGET – CONTRACT SERVICE

FRISCO CONTRACT DETAILS

TYPE OF SERVICE		BILLING METRIC	TOTAL REVENUE
DIRECTLY OPERATED SERVICE			\$ 132,301
FUEL EXPENSE	PASS-THROUGH COST		33,084
TAXI SERVICE	PASS-THROUGH COST		90,448
LYFT EXPENSE	PASS-THROUGH COST		15,000
ADMINISTRATIVE FEE	20% OF ABOVE COSTS		54,166
	PASSENGER FARES RETAINED BY DCTA		(6,745)
		TOTAL CONTRACT VALUE	\$ 318,254

TAXI SERVICE:
Takes recent trends in trips taken and overall spend to project service levels and ridership

LYFT SERVICE:
Based on Lyft task order amount

- Contract has been in place since 2015
- Total budget is based on task order amount and broken out between directly operated and purchased transportation services
- Budgeted based on current contract terms; subject to revision upon final negotiation

BUILDING THE BUS OPERATIONS BUDGET – CONTRACT SERVICE

COLLIN COUNTY TRANSIT (CCT) CONTRACT DETAILS

TYPE OF SERVICE	RATE	BILLING METRIC	TOTAL REVENUE
BASE SERVICE	\$ 50.39	BASE SERVICE HOURS 2,820	\$ 142,081
FUEL EXPENSE	PASS-THROUGH COST		14,366
TAXI EXPENSE	PASS-THROUGH COST + 15% ADMIN FEE TO TAXI OPERATOR		184,243
ADMINISTRATIVE FEE	5% OF TAXI SERVICE		9,312
		PASSENGER FARES RETAINED BY DCTA	(4,349)
		TOTAL CONTRACT VALUE	\$ 345,653

- Contract has been in place since 2017
- Total budget is based on task order amount and broken out between directly operated and purchased transportation services
- Taxi Service - takes recent trends in trips taken and overall spend to project service levels and ridership
- Budgeted based on current contract terms; subject to revision upon final negotiation

BUILDING THE BUS OPERATIONS BUDGET

OPERATING EXPENSES – BUS (\$14.2 MILLION)

Description	FY 2020 Adopted Budget	FY 2020 Working Budget	FY 2021 Proposed Budget	\$ Increase / (Decrease)
BUS OPERATIONS EXPENSES				
Salary, Wages & Benefits	9,151,712	8,043,248	7,701,610	(341,638)
Outsourced Services & Charges	1,245,024	1,804,966	1,655,941	(149,025)
Materials & Supplies	2,217,559	1,788,137	1,752,733	(35,404)
Utilities	175,620	175,620	219,898	44,278
Insurance, Casualties & Losses	470,941	470,941	455,412	(15,529)
Purchased Transportation Services	632,161	633,161	854,746	221,585
Employee Development	188,620	158,055	78,935	(79,120)
Leases & Rentals	101,733	101,733	104,668	2,935
Depreciation	1,654,533	1,654,533	1,382,069	(272,464)
Total Bus Operations Expenses	15,837,903	14,830,394	14,206,012	(624,382)

WAGES & BENEFITS

- Decrease of \$342k due to reduction of 25 bus operator FTEs
 - FY2020: 91 Bus Operator FTEs
 - FY2021: 66 Bus Operator FTEs
- Average Rate for Operators \$18.81 (Outlined by CBA)
- Assumes a 15% increase for benefit premiums
- Assumes additional \$169k related to COVID-19

OUTSOURCED SERVICES & CHARGES

- Reduction of \$149k
- One-time transfer of \$321k from capital to operating in FY2020
- Additional FY21 COVID-19 related expense of \$234k

MATERIALS & SUPPLIES

- Decrease of \$35k
- Fuel - \$38k increase
- Parts, Tires & Fluids - \$157k reduction
- Assumes \$95k in COVID-19 related expense

PURCHASED TRANSPORTATION SERVICES

- Increase of \$222k
- Frisco & CCT increased taxi/Lyft services \$70k
- Increased Vanpool service \$147k (100% grant funded)

EMPLOYEE DEVELOPMENT

- Decrease of \$79k
- Overall reduction in registrations, travel & training agency-wide
- Assumes \$2k in COVID-19 related expense

BUILDING THE BUS OPERATIONS BUDGET

PURCHASED TRANSPORTATION

	ENTERPRISE HOLDINGS (VANPOOL)	IRVING HOLDINGS (TAXI)	LYFT	TOTAL PURCHASED TRANSPORTATION
UNT	\$ -	\$ -	\$ 72,000	\$ 72,000
FRISCO	-	90,448	15,000	105,448
CCT	-	184,243	-	184,243
COPPELL	-	-	72,000	72,000
HIGHLAND VILLAGE	-	-	24,000	24,000
LEWISVILLE (TO FLOWER MOUND)	-	-	1,200	1,200
ALLIANCE ZIP ZONE (BILLED TO TRINITY METRO + ADMIN FEE)	-	-	75,000	75,000
VANPOOL (GRANT FUNDED; 100% FEDERAL)	320,855	-	-	320,855
				\$ 854,746

BUILDING THE RAIL OPERATIONS BUDGET



BUILDING THE RAIL OPERATIONS BUDGET

GLOSSARY OF TERMS



TRAIN CREW HOURS

- Sum of all hours that railcars operate including scheduled hours, special trains, test trains, and maintenance yard movements. Contractor's employees are paid from this funding line.

CAR MILES

- Sum of all miles that railcars operate including scheduled miles, special trains, test trains, and maintenance yard movements, multiplied by the number of cars in the train consist. Consists may be comprised of 1 or 2 car train sets.

MAINTENANCE OF WAY

- Including but not limited to drainage, pedestrian crosswalks, grading, signage, access roads, catch-basins, slopes, power feeds, and related Right-of-Way elements. The contractor is responsible for 25 feet in each direction from the nearest running rail.

TRINITY MILLS PLATFORM & RESTROOM MAINTENANCE

- Trinity Mills Station is a shared station of DART light rail and DCTA rail service with separate platforms for the two services. DART provides maintenance for these facilities according to contract terms.

BUILDING THE RAIL OPERATIONS BUDGET

OPERATING EXPENSES— RAIL (\$22.1 MILLION)

Description	FY 2020 Adopted Budget	FY 2020 Working Budget	FY 2021 Proposed Budget	\$ Increase / (Decrease)
RAIL OPERATIONS EXPENSES				
Salary, Wages & Benefits	513,376	429,619	288,429	(141,190)
Outsourced Services & Charges	276,112	463,026	479,026	16,000
Materials & Supplies	976,500	657,724	837,500	179,776
Utilities	315,568	290,568	265,768	(24,800)
Insurance, Casualties & Losses	1,400,704	1,400,704	1,338,961	(61,743)
Purchased Transportation Services	10,068,545	9,638,473	9,831,850	193,377
Employee Development	19,652	7,522	9,300	1,778
Leases & Rentals	2,400	2,400	2,400	-
Depreciation	8,857,983	8,857,983	9,037,306	179,323
Total Rail Operations Expenses	22,430,840	21,748,019	22,090,540	342,521

WAGES & BENEFITS

- Decrease of \$141k due to elimination of AVP Rail Operations position in May 2020 and transfer of Project Controls Coordinator position to Transit Management Department
- Assumes a 9% increase for benefit premiums

MATERIALS & SUPPLIES

- Increase of \$180k
- FY2020 fuel budget has been reduced due to transfer of fuel savings
- FY2021 budget includes 300k gallons @ \$2.75/gallon + \$12k for support vehicle fuel

PURCHASED TRANSPORTATION SERVICES

- Increase of \$193k
- Reduction in Train Crew Hours
 - FY2020 Revised – 13,600; FY2021 Proposed – 10,200
- PTC Operating included at \$200k

BUILDING THE RAIL OPERATIONS BUDGET

RAIL OPERATIONS & MAINTENANCE AGREEMENT

CONTRACT DETAIL	UNITS	FY 2021 RATE	FY 2021	FY 2020	
TRAIN CREW HOURS	10,200	\$171.80	\$1,752,360	\$2,092,616	FIRST TRANSIT
CAR MILES	403,872	\$4.48	\$1,809,348	\$1,771,713	
MANAGEMENT / ADMINISTRATION	12 MONTHS	\$153,419	\$1,841,030	\$1,745,190	
DISPATCH OPERATIONS	12 MONTHS	\$49,271	\$591,248	\$570,682	
FACILITY MAINTENANCE	12 MONTHS	\$246,912	\$2,962,942	\$2,847,060	
VEHICLE MAINTENANCE	ANNUAL ALLOWANCE		\$200,000	\$200,000	
MAINTENANCE OF WAY	ANNUAL ALLOWANCE		\$260,000	\$260,000	
ASSET MANAGEMENT / TECHNOLOGY	12 MONTHS	\$7,049	\$84,592	\$83,182	
MISC. CREW COSTS	90 HOURS	\$83.72	\$7,535	\$7,328	
TICKET VENDING MACHINE MAINTENANCE & REVENUE COLLECTION			\$40,334	\$38,413	DART ILA
TRINITY MILLS PLATFORM MAINTENANCE	12 MONTHS	\$1,380	\$16,560	\$16,560	
TRINITY MILLS RESTROOM MAINTENANCE			\$5,901	\$5,729	
TOTAL			\$9,571,850	\$9,638,473	

- Purchased Transportation budget also includes \$200k for PTC operating costs and \$60k for enhanced COVID-19 cleaning not included in the above schedule

KEY BUDGET COMPONENTS:

FUEL

BUDGETED @ \$2.75/GALLON

304,364

(STADLER & SUPPORT VEHICLE GALLONS)

TOTAL RAIL OPERATIONS FUEL BUDGET

\$837,000

OUTSOURCED SERVICES & CHARGES

- DENTON COUNTY SHERIFF DEPT INTERLOCAL AGREEMENT - \$106k
- LANDSCAPE CONTRACT - \$119k
 - RAIL STATIONS, DDTC & BUS O&M FACILITY

INSURANCE

- GENERAL LIABILITY - \$795k
- PROPERTY DAMAGE - \$91k
- VEHICLE INSURANCE - \$451k

PURCHASED TRANSPORTATION

- RAIL OPERATIONS & MAINTENANCE AGREEMENT - \$9.6M
- PTC OPERATING EXPENSE - \$200k
- ENHANCED COVID-19 CLEANING - \$60k

FY2021 PROPOSED BUDGET

NON-OPERATING EXPENSE

- 2009 SALES TAX REVENUE REFUNDING BONDS:
 - \$20,890,000 TOTAL; \$12,755,000 OUTSTANDING AT 9/30/20
 - REFUNDED 2008 ISSUANCE (5-YEAR TERM)
 - INTEREST RATE 3.99%
 - DEBT SERVICE THROUGH 2029
 - PROCEEDS USED FOR A-TRAIN REGIONAL PASSENGER RAIL PROJECT

- 2011 CONTRACTUAL OBLIGATIONS:
 - \$14,390,000 TOTAL; \$10,605,000 OUTSTANDING AT 9/30/20
 - INTEREST RATE 3.13%
 - DEBT SERVICE THROUGH 2031
 - PROCEEDS USED FOR PURCHASE OF RAIL VEHICLES AND FIRST PHASE OF PTC

	PRINCIPAL PAYMENT	INTEREST EXPENSE	FY2021 DEBT SERVICE
2009 ISSUANCE	\$ 1,205,000	\$ 509,040	\$ 1,714,040
2011 ISSUANCE	750,000	332,040	1,082,040
	\$ 1,955,000	\$ 841,080	\$ 2,796,080

FY2021 PROPOSED BUDGET

DCTA TRANSFER OUT TO NTMC BUDGET

NTMC FY2021 PROPOSED BUDGET	
SALARY, WAGES & BENEFITS	\$ 7,328,500
OUTSOURCED SERVICES & CHARGES	397,623
MATERIALS & SUPPLIES	7,620
INSURANCE	120,264
EMPLOYEE DEVELOPMENT	54,435
TOTAL OPERATING EXPENSES	\$ 7,908,442
TRANSFER IN FROM DCTA	\$ 7,908,442
CHANGE IN NET POSITION	\$ -

PROPOSED MAJOR PROGRAMS EXPANDED LEVEL PROJECTS – OPERATING



EXPANDED LEVEL PROJECTS — OPERATING

LEGISTAR PUBLIC MEETING SOFTWARE SOLUTION (BOARD GOVERNANCE)

- Project total for FY21 - \$46,985
- On-going annual operating costs of \$26k

AGENCY LONG-RANGE SERVICE PLAN

- Project total - \$400k

CAPITAL IMPROVEMENT & MAJOR MAINTENANCE PLAN



CAPITAL IMPROVEMENT & MAJOR MAINTENANCE PLAN

PROPOSED MAJOR PROGRAMS

BUS FLEET REPLACEMENT \$1,880,100

- REPLACEMENT OF 15 SMALL VEHICLES + 3 NON-REVENUE VEHICLES
- WOULD COMBINE EXISTING FLEET REPLACEMENT PROJECT + \$339K
 - FLEET 2019 - \$1,481,000 (ROLLOVER)
- MULTIPLE GRANT FUNDING SOURCES (85% & 100% FEDERAL)
- \$10K INCLUDED IN FY2020 BUDGET

INTEGRATED FARE PAYMENT \$300K

- TOTAL PROJECT BUDGET \$600K
- EXISTING PROJECT (ROLLOVER)
- PROJECT SPEND ANTICIPATED FOR FY21 – FY22
- GRANT FUNDS AVAILABLE \$250K

TRANSPORTATION REINVESTMENT PROGRAM (TRIP) \$5,186,667

- \$2M FROM CAPITAL INFRASTRUCTURE FUND
- 15% OF PREVIOUS YEAR'S NET AVAILABLE FUND BALANCE
- AMOUNT WILL BE ADJUSTED AFTER FY20 BUDGET REVISIONS ARE BROUGHT TO THE BOARD IN SEPTEMBER

CAPITAL IMPROVEMENT & MAJOR MAINTENANCE PLAN

PROPOSED MAJOR PROGRAMS

- ROAD CROSSING REFURBISHMENTS \$417,570
- RAIL OPERATIONS & MAINTENANCE FACILITY SCHEDULED MAINTENANCE \$38,670
- CANOPY REPAIRS \$486,127
- STADLER VEHICLE OEM REPLACEMENT \$1,182,326

MAJOR
MAINTENANCE
RAIL
\$2,124,693

- PTC IMPLEMENTATION \$887,931 (ROLLOVER)
 - 80% GRANT FUNDED
- PTC ENHANCEMENTS \$3M
 - TOTAL PROJECT COST \$5M (FY20 – FY22)
 - 80% GRANT FUNDED BY CRISI GRANT (\$4M)

POSITIVE TRAIN
CONTROL
\$3,887,931

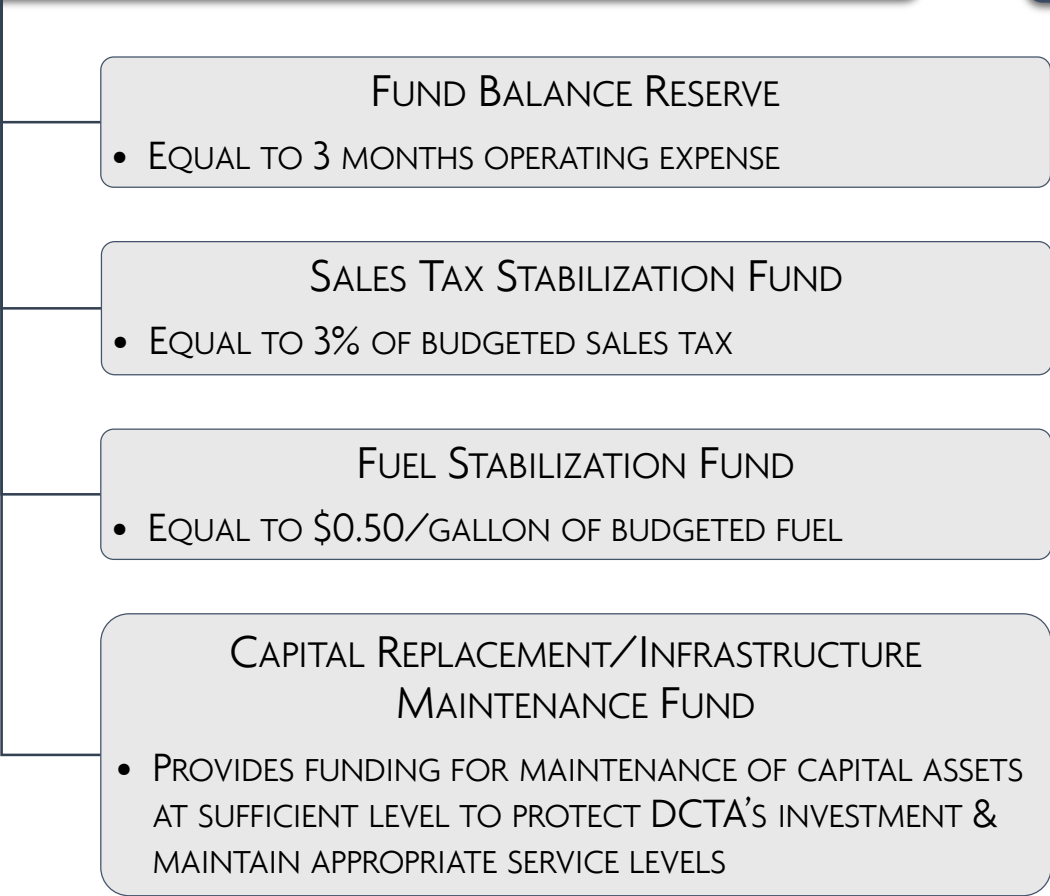
- EXISTING PROJECT (ROLLOVER)

BROWNFIELD
REMEDIATION
\$43,752

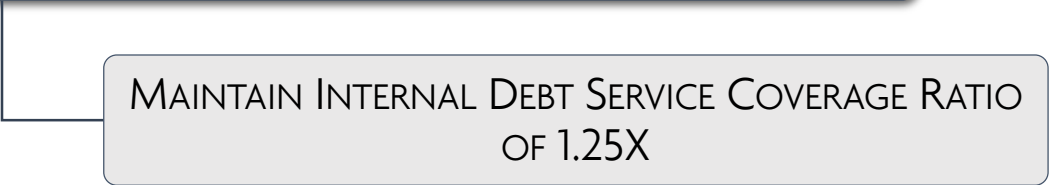
LONG RANGE FINANCIAL PLAN



RESERVE FUND POLICIES



FINANCIAL POLICIES



All financial policies are reviewed and approved by the Board annually in September/October.

ESCALATION ASSUMPTIONS

REVENUE	SALES TAX	LABOR
<ul style="list-style-type: none">BUS RIDERSHIP – 1% ANNUALLYRAIL RIDERSHIP – 1% ANNUALLYFAREBOX REVENUE –<ul style="list-style-type: none">5% INCREASE EVERY 3RD YEARGENERAL INFLATION1.78%BASED ON US HEADLINE CPI MONTHLY AVERAGE 2010-2020FEDERAL RESERVE BANK OF DALLAS	<ul style="list-style-type: none">FY2022 -<ul style="list-style-type: none">BROUGHT TO ORIGINAL FY20 BUDGETFY2023 & FY2024 – 4%FY2025 & FY2026 – 3%FY2027 & FORWARD – 2%	<ul style="list-style-type: none">BUS LABOR – 4%G&A/RAIL LABOR – 3%HEALTH BENEFITS – 10%<ul style="list-style-type: none">MEDICAL, LIFE, DENTAL & VISIONRETIREMENT MATCH – 5%STATE UNEMPLOYMENT TAX ACT (SUTA) – 5%FEDERAL UNEMPLOYMENT TAX ACT (FUTA) – 1%

BUDGET CONTINGENCY PLAN

EXHIBIT 7

THE BOARD REVIEWS & ADOPTS THIS PLAN ANNUALLY
ALONG WITH THE PROPOSED BUDGET

ADDRESSES ACTIONS TO BE TAKEN:

- SALES TAX REVENUE SHORTFALL
- SALES TAX REVENUE SUSTAINABLE INCREASE
- FEDERAL GRANT FUNDING REDUCTION



Public Hearing on Proposed FY2021 Operating & Capital Budget

Any person who wishes to address the Board of Directors regarding the proposed FY2021 Operating and Capital Budget during this Public Hearing may do so by utilizing the "raise hand" function of the Zoom meeting. Citizens that are not able to connect to the Zoom meeting are asked to email his or her public comment to bpedron@dcta.net no later than 3:00 pm on Wednesday, August 26, 2020. Each speaker will be given a total of three (3) minutes to address the Board.

QUESTIONS?



DENTON COUNTY TRANSPORTATION AUTHORITY
FY21 Proposed Budget
Change in Net Position - Combined Statement (DCTA & NTMC)

Description	DCTA FY 2019 Actuals	NTMC FY 2019 Actuals (June-Sept 2019)	FY 2019 Actuals	DCTA FY 2020 Working Budget	NTMC FY 2020 Working Budget	FY 2020 Working Budget	DCTA FY 2021 Proposed Budget	NTMC FY 2021 Proposed Budget	FY 2021 Proposed Budget
OPERATING REVENUE									
Passenger Revenues (Bus Farebox)	\$ 613,408	\$ -	\$ 613,408	\$ 370,591	\$ -	\$ 370,591	\$ 334,912	\$ -	\$ 334,912
Passenger Revenues (Rail Farebox)	744,283	-	744,283	421,578	-	421,578	248,579	-	248,579
Contract Service Revenue	4,201,278	-	4,201,278	4,416,160	-	4,416,160	3,239,028	-	3,239,028
Total Operating Revenue	5,558,969	-	5,558,969	5,208,329	-	5,208,329	3,822,519	-	3,822,519
OPERATING EXPENSES									
Salary, Wages & Benefits	9,681,725	2,685,968	12,367,693	4,659,734	7,531,382	12,191,116	4,193,211	7,328,500	11,521,711
Outsourced Services & Charges	6,173,872	28,449	6,202,321	4,472,477	261,629	4,734,106	3,955,959	397,623	4,353,582
Materials & Supplies	2,445,770	-	2,445,770	2,554,461	-	2,554,461	2,652,663	7,620	2,660,283
Utilities	445,809	-	445,809	490,988	-	490,988	509,266	-	509,266
Insurance, Casualties & Losses	1,655,084	42,105	1,697,189	1,752,329	132,636	1,884,965	1,687,897	120,264	1,808,161
Purchased Transportation Services	9,755,585	-	9,755,585	10,271,634	-	10,271,634	10,686,596	-	10,686,596
Employee Development	278,188	3,780	281,968	296,935	74,700	371,635	245,804	54,435	300,239
Leases & Rentals	221,903	-	221,903	229,633	-	229,633	238,468	-	238,468
Depreciation	9,813,483	-	9,813,483	10,612,052	-	10,612,052	10,489,375	-	10,489,375
Total Operating Expenses	40,471,418	2,760,302	43,231,720	35,340,243	8,000,347	43,340,590	34,659,239	7,908,442	42,567,681
Operating Income / (Loss)	(25,098,967)	(2,760,302)	(27,859,269)	(30,131,914)	(8,000,347)	(38,132,261)	(30,836,720)	(7,908,442)	(38,745,162)
NON-OPERATING REVENUE / (EXPENSE)									
Investment Income	597,793	-	597,793	325,000	-	325,000	100,000	-	100,000
Misc. Revenues	228,499	-	228,499	52,000	-	52,000	-	-	-
Sales Tax Revenue	28,735,383	-	28,735,383	21,464,452	-	21,464,452	26,624,124	-	26,624,124
Federal Grants & Reimbursements	9,146,240	-	9,146,240	15,750,649	-	15,750,649	22,601,232	-	22,601,232
State Grants & Reimbursements	1,706,197	-	1,706,197	438,548	-	438,548	-	-	-
Long Term Debt Interest/Expense	(972,668)	-	(972,668)	(909,480)	-	(909,480)	(841,080)	-	(841,080)
Total Non-Operating Revenue / (Expense)	39,441,444	-	39,441,444	37,121,169	-	37,121,169	48,484,276	-	48,484,276
Income (Loss) Before Transfers	14,342,477	(2,760,302)	11,582,175	6,989,255	(8,000,347)	(1,011,092)	17,647,556	(7,908,442)	9,739,114
Transfers Out	(2,760,302)	-	(2,760,302)	(8,000,347)	-	(8,000,347)	(7,908,442)	-	(7,908,442)
Transfers In	-	2,760,302	2,760,302	-	8,000,347	8,000,347	-	7,908,442	7,908,442
Total Transfers	(2,760,302)	2,760,302	-	(8,000,347)	8,000,347	-	(7,908,442)	7,908,442	-
CHANGE IN NET POSITION	\$ 11,582,175	\$ -	\$ 11,582,175	\$ (1,011,092)	\$ -	\$ (1,011,092)	\$ 9,739,114	\$ -	\$ 9,739,114
Net Position - Beginning of Year:						\$ 327,800,795			\$ 319,440,464
Net Position - End of Year:						\$ 326,789,703			\$ 329,179,578
Transfer to Capital Projects						\$ (7,349,239)			\$ (13,413,143)
Net Position After Capital Project Transfer						\$ 319,440,464			\$ 315,766,435

FY21 Proposed Budget

Change in Net Position by Function - Combined Statement (DCTA & NTMC)

Description	FY 2019 Actuals	FY 2020 Adopted Budget	FY 2020 Working Budget	FY 2021 Proposed Budget	\$ Increase / (Decrease)
OPERATING REVENUE					
Passenger Revenues (Bus Farebox) \$	613,408	624,049	\$ 370,591	\$ 334,912	\$ (35,679)
Passenger Revenues (Rail Farebox)	744,283	588,272	421,578	248,579	(172,999)
Contract Service Revenue	4,201,278	4,416,160	4,416,160	3,239,028	(1,177,132)
Total Operating Revenue	5,558,969	5,628,481	5,208,329	3,822,519	(1,385,810)
GENERAL & ADMINISTRATIVE EXPENSES					
Salary, Wages & Benefits	3,725,534	3,791,927	3,718,249	3,531,672	(186,577)
Outsourced Services & Charges	1,734,198	1,967,560	2,466,114	2,218,615	(247,499)
Materials & Supplies	113,499	113,600	108,600	70,050	(38,550)
Utilities	26,748	36,800	24,800	23,600	(1,200)
Insurance, Casualties & Losses	12,435	13,320	13,320	13,788	468
Purchased Transportation Services	128,903	-	-	-	-
Employee Development	225,101	272,165	206,058	212,004	5,946
Leases & Rentals	118,671	125,500	125,500	131,400	5,900
Depreciation	29,536	99,536	99,536	70,000	(29,536)
Total G&A Operating Expenses	6,114,624	6,420,408	6,762,177	6,271,129	(491,048)
BUS OPERATIONS EXPENSES					
Salary, Wages & Benefits	8,174,399	9,151,712	8,043,248	7,701,610	(341,638)
Outsourced Services & Charges	1,143,368	1,245,024	1,804,966	1,655,941	(149,025)
Materials & Supplies	1,808,543	2,217,559	1,788,137	1,752,733	(35,404)
Utilities	156,868	175,620	175,620	219,898	44,278
Insurance, Casualties & Losses	447,646	470,941	470,941	455,412	(15,529)
Purchased Transportation Services	309,871	632,161	633,161	854,746	221,585
Employee Development	38,655	188,620	158,055	78,935	(79,120)
Leases & Rentals	101,570	101,733	101,733	104,668	2,935
Depreciation	1,407,290	1,654,533	1,654,533	1,382,069	(272,464)
Total Bus Operations Expenses	13,588,210	15,837,903	14,830,394	14,206,012	(624,382)
RAIL OPERATIONS EXPENSES					
Salary, Wages & Benefits	467,760	513,376	429,619	288,429	(141,190)
Outsourced Services & Charges	3,324,755	276,112	463,026	479,026	16,000
Materials & Supplies	523,728	976,500	657,724	837,500	179,776
Utilities	262,194	315,568	290,568	265,768	(24,800)
Insurance, Casualties & Losses	1,237,108	1,400,704	1,400,704	1,338,961	(61,743)
Purchased Transportation Services	9,316,811	10,068,545	9,638,473	9,831,850	193,377
Employee Development	18,212	19,652	7,522	9,300	1,778
Leases & Rentals	1,662	2,400	2,400	2,400	-
Depreciation	8,376,656	8,857,983	8,857,983	9,037,306	179,323
Total Rail Operations Expenses	23,528,886	22,430,840	21,748,019	22,090,540	342,521
Total Operating Expenses	43,231,720	44,689,151	43,340,590	42,567,681	(772,909)
Operating Income / (Loss)	(37,672,750)	(39,060,670)	(38,132,261)	(38,745,162)	(612,901)
NON-OPERATING REVENUE / (EXPENSE)					
Investment Income	597,793	400,000	325,000	100,000	(225,000)
Misc. Revenues	228,499	52,000	52,000	-	(52,000)
Sales Tax Revenue	28,735,383	29,019,184	21,464,452	26,624,124	5,159,672
Federal Grants & Reimbursements	9,146,240	10,226,774	15,750,649	22,601,232	6,850,583
State Grants & Reimbursements	1,706,197	780,389	438,548	-	(438,548)
Long Term Debt Interest/Expense	(972,668)	(909,480)	(909,480)	(841,080)	68,400
Total Non-Operating Revenue / (E)	39,441,444	39,568,867	37,121,169	48,484,276	11,363,107
Income (Loss) Before Transfers	1,768,694	508,197	(1,011,092)	9,739,114	10,750,206
Transfers Out	(2,760,302)	(8,781,700)	(8,000,347)	(7,908,442)	91,905
Transfers In	2,760,302	8,781,700	8,000,347	7,908,442	(91,905)
Total Transfers	-	-	-	-	-
CHANGE IN NET POSITION	\$ 1,768,694	\$ 508,197	\$ (1,011,092)	\$ 9,739,114	\$ 10,750,206
Net Position - Beginning of Year:		327,800,795	\$ 327,800,795	\$ 319,440,464	
Net Position - End of Year:		328,308,992	\$ 326,789,703	\$ 329,179,578	
Transfer to Capital Projects		(10,282,173)	\$ (7,349,239)	\$ (13,413,143)	
Net Position After Capital Project Transfer		318,026,819	\$ 319,440,464	\$ 315,766,435	

DENTON COUNTY TRANSPORTATION AUTHORITY
FY21 Proposed Budget
Revenues & Ridership

Bus Operations					
	FY 2019		FY 2020	FY 2020	FY 2021
	Actual		Adopted Budget	Working Budget	Proposed Budget
PASSENGER REVENUES (BUS FAREBOX)					
Fixed Route	\$ 515,177	\$	466,900	\$ 297,075	\$ 272,832
Demand Response	81,198		138,262	58,466	48,422
Frisco	7,099		6,210	4,924	6,745
CCT	3,245		4,468	2,630	4,349
North Texas Xpress	6,689		8,209	7,496	2,564
Total Passenger Revenues (Bus Farebox)	\$ 613,408	\$	624,049	\$ 370,591	\$ 334,912
CONTRACT SERVICE REVENUE					
Fixed Route	\$ 57,000	\$	57,000	\$ 57,000	\$ 49,000
UNT	2,919,212		3,042,508	3,150,948	2,123,130
UNT Fuel (Direct Pass Thru)	307,174		342,730	234,290	255,991
NCTC	228,429		223,034	223,034	-
NCTC Fuel (Direct Pass Thru)	25,935		46,500	46,500	-
Frisco	379,658		318,790	318,790	318,254
CCT	247,735		220,598	220,598	345,653
North Texas Xpress	36,134		75,000	75,000	75,000
Mobility as a Service (MaaS)	-		90,000	90,000	72,000
Total Contract Service Revenue	\$ 4,201,278	\$	4,416,160	\$ 4,416,160	\$ 3,239,028
Total Bus Operations Revenue	\$ 4,814,686	\$	5,040,209	\$ 4,786,751	\$ 3,573,940
Rail Operations					
	FY 2019		FY 2020	FY 2020	FY 2021
	Actual		Adopted Budget	Working Budget	Proposed Budget
Passenger Revenues (Rail Farebox)	\$ 744,283	\$	588,272	\$ 421,578	\$ 248,579
Total Rail Operations Revenue	\$ 744,283	\$	588,272	\$ 421,578	\$ 248,579
Non-Operating Revenue					
	FY 2019		FY 2020	FY 2020	FY 2021
	Actual		Adopted Budget	Working Budget	Proposed Budget
Investment Income	\$ 597,793	\$	400,000	\$ 325,000	\$ 100,000
Misc. Revenues	228,499		52,000	52,000	-
Sales Tax Revenue	28,735,383		29,019,184	21,464,452	26,624,124
Federal Operating Grants	6,664,660		5,253,753	12,400,872	16,506,873
Federal Capital Grants	2,481,580		4,973,021	3,349,777	6,094,359
State Capital Grants	1,706,197		780,389	438,548	-
Total Non-Operating Revenue	\$ 40,414,112	\$	40,478,347	\$ 38,030,649	\$ 49,325,356
TOTAL REVENUES	\$ 45,973,081	\$	46,106,828	\$ 43,238,978	\$ 53,147,875
Ridership					
	FY 2019		FY 2020	FY 2020	FY 2021
	Ridership		Adopted Ridership	Working Ridership	Projected Ridership
Fixed Route	556,059		490,825	330,451	318,152
Demand Response	38,799		90,614	31,415	32,133
Frisco Demand Response	6,706		5,864	4,023	6,356
CCT Demand Response	2,496		3,000	2,342	3,663
North Texas Xpress	12,804		11,960	9,487	4,474
UNT	1,775,087		1,813,391	1,813,391	671,458
NCTC	12,797		13,716	13,716	-
Frisco Taxi	5,455		3,610	3,610	4,375
CCT Taxi	9,065		11,167	11,167	9,473
A-Train	393,700		392,182	281,052	165,719
TOTAL	2,812,968		2,836,329	2,500,655	1,215,803

DENTON COUNTY TRANSPORTATION AUTHORITY
FY21 Proposed Budget
Capital Improvement & Major Maintenance Plan

Project Name	Current Capital Projects	Proposed FY 2021 NEW Capital Projects	Project LTD thru FY 2019	FY 2020 Revised	Proposed FY 2021	Proposed FY 2022	Proposed FY 2023	Proposed FY 2024	Proposed FY 2025	Proposed FY 2026	Anticipated Project Total (Thru 2026)
BUS CAPITAL											
IOMF Fuel Tanks - Lewisville (CLOSED)	\$ 1,037,000		\$ 1,013,923	\$ 8,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,022,159
BUS FLEET REPLACEMENT											
Fleet (2020)	1,062,600		-	1,062,600							1,062,600
Fleet (2021)	1,481,000	399,100	-	10,000	1,870,100	-	-	-	-	-	1,880,100
FUTURE: Fleet Replacement	-		-	-	-	1,124,247	1,650,648	2,082,427	2,168,650	2,258,736	9,284,708
PROFESSIONAL SERVICES/TECHNOLOGY IMPROVEMENTS											
Stadler Diagnostic Laptops (2)	80,000			80,000							80,000
Integrated Fare Payment	600,000				300,000	300,000					600,000
Server & Network Infrastructure	350,000		303,352	46,648							350,000
FUTURE: Stadler Laptop Replacement									80,000		80,000
FUTURE: Server & Network Infrastructure								350,000			350,000
TRANSIT SAFETY IMPROVEMENTS											
Trail Safety Improvements	181,157		56,500	124,657							181,157
Safety & Security Improvements (CLOSED)	267,678		67,678	11,600							79,278
HIKE & BIKE TRAILS											
Lewisville Bike Trail - Eagle Point Section (CLOSED)	2,995,873		2,305,775	630,144							2,935,919
MAJOR MAINTENANCE ITEMS											
Major Maintenance - Rail (FY20)	2,024,826			2,024,826							2,024,826
NEW: Major Maintenance - Rail (Proposed FY21)		2,124,693			2,124,693						2,124,693
Major Maintenance - Bus (FY20)	125,000			125,000							125,000
FUTURE: Major Maintenance - Rail						2,062,535	1,798,907	1,099,619	1,704,328	1,900,386	8,565,774
FUTURE: Major Maintenance - Bus						179,530	238,264	273,851	200,000	200,000	1,091,645
POSITIVE TRAIN CONTROL											
Positive Train Control Implementation	16,720,141		15,268,565	563,645	887,931						16,720,141
Positive Train Control Enhancements (Phase 2)	5,000,000			150,000	3,000,000	1,850,000					5,000,000
INFRASTRUCTURE ACQUISITION											
	3,251,990		242,008	2,481,882			528,100				3,251,990
BROWNFIELD REMEDIATION											
	385,000		311,248	30,000	43,752						385,000
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)											
		5,186,667			5,186,667	4,221,984	4,428,537	3,803,315	3,315,091		20,955,594
TOTAL CAPITAL BUDGET	\$ 35,562,265	\$ 7,710,460	\$ 19,569,049	\$ 7,349,239	\$ 13,413,143	\$ 9,738,296	\$ 8,644,456	\$ 7,609,212	\$ 7,468,069	\$ 4,359,122	\$ 78,150,585

DENTON COUNTY TRANSPORTATION AUTHORITY
FY21 Proposed Budget
Long Range Financial Plan

	Adopted FY2020	Revised FY2020	Proposed FY2021	Proposed FY2022	Proposed FY2023	Proposed FY2024	Proposed FY2025	Proposed FY2026	Proposed FY2027	Proposed FY2028	Proposed FY2029	Proposed FY2030	Proposed FY2031	Proposed FY2032	Proposed FY2033	Proposed FY2034	Proposed FY2035	Proposed FY2036	FY2020- FY2036
<i>Beginning Fund Balance:</i>	<i>\$ 34,263,794</i>	<i>\$ 34,263,794</i>	<i>\$ 34,545,516</i>	<i>\$ 39,305,861</i>	<i>\$ 41,160,977</i>	<i>\$ 37,677,501</i>	<i>\$ 34,782,030</i>	<i>\$ 31,997,848</i>	<i>\$ 32,075,591</i>	<i>\$ 32,314,241</i>	<i>\$ 31,455,968</i>	<i>\$ 29,896,788</i>	<i>\$ 27,412,228</i>	<i>\$ 24,913,976</i>	<i>\$ 20,685,743</i>	<i>\$ 17,286,731</i>	<i>\$ 10,684,637</i>	<i>\$ 3,129,146</i>	<i>\$ 34,263,794</i>
OPERATING REVENUES																			
Bus Operating Revenue	5,040,209	4,786,751	3,573,940	4,007,268	4,869,566	5,020,012	5,151,180	5,294,681	5,459,287	5,613,455	5,639,188	5,690,861	5,718,522	5,744,648	5,799,647	5,827,437	5,856,370	5,958,516	90,011,330
Rail Operating Revenue	588,272	421,578	248,579	470,620	588,275	617,689	623,866	630,105	661,610	668,226	674,908	708,654	715,740	722,898	759,042	766,633	774,299	813,014	10,865,736
Misc. Revenue	52,000	52,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	52,000
NON-OPERATING REVENUES																			
Sales Tax Revenue	29,019,184	21,464,452	26,624,124	29,019,184	30,179,951	31,387,149	32,328,764	33,298,627	33,964,599	34,643,891	35,336,769	36,043,505	36,764,375	37,499,662	38,249,655	39,014,648	39,794,941	40,590,840	576,205,138
Operating Grants	5,253,753	12,400,872	16,506,873	12,039,172	6,509,093	6,089,651	6,005,892	5,918,380	6,889,017	6,666,761	7,199,034	5,735,320	7,345,990	5,303,963	7,082,434	5,780,764	5,842,224	5,108,706	128,424,146
Investment Income	400,000	325,000	100,000	92,647	104,989	108,634	111,551	169,845	170,263	171,703	170,037	166,916	214,231	207,426	193,162	183,768	161,551	170,455	2,822,177
TOTAL REVENUES	40,353,418	39,450,653	47,053,516	45,628,890	42,251,875	43,223,135	44,221,253	45,311,637	47,144,776	47,764,036	49,019,937	48,345,255	50,758,858	49,478,597	52,083,940	51,573,250	52,429,385	52,641,532	808,380,526
OPERATING EXPENSES																			
Bus Operating Expense	14,183,370	13,175,861	12,823,943	13,877,950	15,892,010	16,570,330	17,035,385	17,779,175	18,764,337	19,714,606	20,537,227	21,650,254	22,461,591	23,506,488	24,645,487	25,656,045	27,145,065	28,377,837	339,613,591
Rail Operating Expense	13,672,857	12,990,036	13,153,234	13,990,449	14,380,715	14,790,192	15,202,781	15,642,210	16,082,727	16,547,147	17,020,382	17,513,653	18,017,290	18,531,803	19,070,527	19,617,715	20,182,930	20,766,792	283,500,582
G&A Operating Expense	6,320,872	6,662,641	6,201,129	5,934,899	6,129,938	6,334,718	6,549,944	6,776,386	7,014,881	7,266,339	7,531,754	7,812,208	8,108,881	8,423,061	8,756,153	9,109,689	9,485,346	9,884,953	127,982,919
TOTAL EXPENSES	34,177,099	32,828,538	32,178,306	33,803,298	36,402,663	37,695,240	38,788,109	40,197,771	41,861,945	43,528,092	45,089,363	46,976,114	48,587,762	50,461,352	52,472,167	54,383,450	56,813,341	59,029,582	751,097,092
NET INCOME	6,176,319	6,622,115	14,875,210	11,825,593	5,849,212	5,527,895	5,433,144	5,113,867	5,282,831	4,235,944	3,930,574	1,369,141	2,171,096	(982,755)	(388,227)	(2,810,199)	(4,383,956)	(6,388,051)	57,283,433
CAPITAL OUTLAY & MAJOR MAINTENANCE																			
Bus Capital	-	8,237	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,237
Bus Fleet Replacement	2,543,600	1,072,600	1,870,100	1,124,247	1,650,648	2,082,427	2,168,650	2,258,736	1,259,551	1,488,344	940,415	2,447,180	789,136	2,891,223	1,060,444	2,400,399	2,337,131	3,092,223	30,933,455
Professional Services / Technology Improvements	1,004,472	126,648	300,000	300,000	-	350,000	80,000	-	-	-	350,000	80,000	-	-	-	350,000	80,000	-	2,016,648
Transit Safety Improvements	324,157	136,257	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	136,257
Hike & Bike Trails	923,427	630,144	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	630,144
Major Maintenance Items - Rail	2,024,826	2,024,826	2,124,693	2,062,535	1,798,907	1,099,619	1,704,328	1,900,386	1,920,337	1,945,982	1,983,282	2,274,599	3,193,772	2,962,871	2,780,487	3,173,312	2,824,759	2,639,918	38,414,613
Major Maintenance Items - Bus	125,000	125,000	-	179,530	238,264	273,851	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	3,216,645
Positive Train Control	3,062,913	713,645	3,887,931	1,850,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,451,576
Infrastructure Acquisition	202,568	157,992	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	157,992
Infrastructure Acquisition - Old Town	-	2,323,890	-	-	528,100	-	-	-	-	-	-	-	-	-	-	-	-	-	2,851,990
Brownfield Remediation	71,210	30,000	43,752	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	73,752
Transportation Reinvestment Program (TRiP)	-	-	5,186,667	4,221,984	4,428,537	3,803,315	3,315,091	-	-	-	-	-	-	-	-	-	-	-	20,955,594
TOTAL CAPITAL OUTLAY & MAJOR MAINTENANCE	10,282,173	7,349,239	13,413,143	9,738,296	8,644,456	7,609,212	7,468,069	4,359,122	3,379,888	3,634,326	3,473,697	5,001,779	4,182,908	6,054,094	4,040,931	6,123,711	5,441,890	5,932,141	105,846,903
CAPITAL SOURCES																			
Capital Grants	5,753,410	1,464,435	6,094,359	2,572,126	1,603,487	2,022,929	2,106,688	2,194,200	1,223,563	1,445,819	913,546	2,377,260	766,590	2,808,617	1,030,146	2,331,816	2,270,356	3,003,874	36,229,811
Capital Grants - Old Town	-	2,323,890	-	-	528,100	-	-	-	-	-	-	-	-	-	-	-	-	-	2,851,990
TOTAL CAPITAL SOURCES	5,753,410	3,788,325	6,094,359	2,572,126	2,131,587	2,022,929	2,106,688	2,194,200	1,223,563	1,445,819	913,546	2,377,260	766,590	2,808,617	1,030,146	2,331,816	2,270,356	3,003,874	39,081,801
DEBT SERVICE																			
2009 Refunding (Sales Tax) Debt Service	1,715,240	1,715,240	1,714,040	1,715,845	1,715,771	1,713,701	1,714,637	1,713,378	1,714,924	1,714,077	1,715,835	-	-	-	-	-	-	-	17,147,448
2011 Contractual Obligations	1,064,240	1,064,240	1,082,040	1,088,462	1,104,048	1,123,382	1,141,307	1,157,824	1,172,933	1,191,633	1,213,768	1,229,182	1,253,030	-	-	-	-	-	13,821,849
TOTAL DEBT SERVICE	2,779,480	2,779,480	2,796,080	2,804,307	2,819,819	2,837,083	2,855,944	2,871,202	2,887,857	2,905,710	2,929,603	1,229,182	1,253,030	-	-	-	-	-	30,969,297
Internal Debt Service Coverage:	2.22	2.38	5.32	4.22	2.07	1.95	1.90	1.78	1.83	1.46	1.34	1.11	1.73	N/A	N/A	N/A	N/A	N/A	
<i>Outstanding Bond Principal as of September 30th</i>	<i>23,360,000</i>	<i>23,360,000</i>	<i>21,405,000</i>	<i>19,370,000</i>	<i>17,245,000</i>	<i>15,025,000</i>	<i>12,705,000</i>	<i>10,285,000</i>	<i>7,760,000</i>	<i>5,125,000</i>	<i>2,370,000</i>	<i>1,215,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	
ENDING FUND BALANCE	33,131,870	34,545,516	39,305,861	41,160,977	37,677,501	34,782,030	31,997,848	32,075,591	32,314,241	31,455,968	29,896,788	27,412,228	24,913,976	20,685,743	17,286,731	10,684,637	3,129,146	(6,187,171)	(6,187,171)
<i>Less Required Fund Balance (O&M Reserve Policy)</i>	<i>8,544,275</i>	<i>8,207,134</i>	<i>8,044,577</i>	<i>8,450,824</i>	<i>9,100,666</i>	<i>9,423,810</i>	<i>9,697,027</i>	<i>10,049,443</i>	<i>10,465,486</i>	<i>10,882,023</i>	<i>11,272,341</i>	<i>11,744,029</i>	<i>12,146,940</i>	<i>12,615,338</i>	<i>13,118,042</i>	<i>13,595,862</i>	<i>14,203,335</i>	<i>14,757,396</i>	
<i>Less Sales Tax Stabilization Fund</i>	<i>870,576</i>	<i>643,934</i>	<i>798,724</i>	<i>870,576</i>	<i>905,399</i>	<i>941,614</i>	<i>969,863</i>	<i>998,959</i>	<i>1,018,938</i>	<i>1,039,317</i>	<i>1,060,103</i>	<i>1,081,305</i>	<i>1,102,931</i>	<i>1,124,990</i>	<i>1,147,490</i>	<i>1,170,439</i>	<i>1,193,848</i>	<i>1,217,725</i>	
<i>Less Fuel Stabilization Fund</i>	<i>450,000</i>	<i>450,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	<i>316,000</i>	
<i>Less Capital/Infrastructure Fund</i>	<i>7,500,000</i>	<i>4,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	
NET AVAILABLE FUND BALANCE	\$ 16,027,913	\$ 21,244,448	\$ 28,146,561	\$ 29,523,577	\$ 25,355,436	\$ 22,100,605	\$ 19,014,958	\$ 18,711,190	\$ 18,513,817	\$ 17,218,629	\$ 15,248,344	\$ 12,270,894	\$ 9,348,104	\$ 4,629,416	\$ 705,200	\$ (6,397,665)	\$ (14,584,037)	\$ (24,478,292)	

DCTA Budget Contingency Plan Fiscal Year 2021

The fiscal year budget includes revenue streams based on historical trends and projections of future activity. The largest revenue stream is sales tax. A contingency plan is recommended should the budgeted increase in sales tax not materialize or, if there is a need for service enhancements not planned in the fiscal year budget and it is determined that sales tax revenue has increased sufficiently to support sustainable service.

Section I: Sales Tax Revenue Shortfall

The following precautionary actions will be initiated immediately if a sales tax revenue shortfall is anticipated:

Initial Precautionary Action

- Freeze all new hire positions and vacant positions except with necessity review by the Management Team.
- Identify any non-traditional revenue sources.
- Re-justify all planned capital outlay over \$10,000 to the Management Team prior to expenditures.
- Re-justify all vehicle replacement/purchase schedules to the Management Team.
- Re-justify all travel related expenditures to the Management Team.
- Re-justify expenditures related to the service and materials & supplies category including, but not limited to:
 - Technology
 - Professional Services
 - Consulting Fees

Initiate the following expenditure reductions and measures if a cumulative unanticipated shortfall in sales tax revenue is equal to:

2% Reduction (\$532,482)

- Realized savings will not be transferred between categories.
- Prohibit unbudgeted expenditures including supplies and maintenance accounts.
- The Management Team will be required to review, monitor and control planned expenditures greater than \$5,000.
- Supplemental appropriations will not be made from budgeted savings or unappropriated fund balance.
- All carry forward requests will be carefully reviewed and approved by Finance.
- Any overtime must be pre-approved by department heads.
- Determination made and plan developed regarding utilization of sales tax stabilization fund. Utilization of sales tax stabilization funds will require Board Approval prior to implementation.

3% Reduction (\$798,724)

- Freeze all travel and training requests except with necessity review by the Management Team.
- Reduce expenditures in operations and maintenance accounts in each functional area. Amount of reduction to be determined by Management Team.
- Freeze capital outlay except with necessity review by the Management Team.
- Indefinitely freeze all vacant positions except with necessity review by the Management Team.

4% Reduction (\$1,064,965)

- Will require Board policy decisions regarding service delivery and fund balance reserves.
- Re-evaluate any budgeted transfer to Capital Projects which is not a grant match requirement.
- The Management Team will review service level reductions, passenger fare increases, elimination of specific programs, and reduction in work force. This would require implementation of the Service Reduction Policy.
- Evaluate the 90-day Operating Fund Balance Reserve Policy and consider options for fund balance utilization or utilization of other reserve funds. Board action will be required for utilization of reserve funds.

Section II: Sales Tax Revenue Sustainable Increase

The following steps will be followed when it is determined that additional mid-year service level enhancements are necessary (above those already programmed in the annual budget) and sales tax revenue exceeds budget and prior year's actual for at least 4 consecutive months and a determination is made that sales tax revenue increase is sufficient to support sustainable service levels.

For planning purposes, recommended service level increases will be less than or equal to the available sales tax stabilization fund.

Increases in sales tax revenue may be utilized to fund:

- Direct service enhancements
- System support
- Capital Infrastructure and maintenance reserve

Recommended service levels enhancements will be evaluated and prioritized based on:

- System performance and
- Board adopted service standards and service plan

Service Level considerations are not limited to additional transit service hours but may include other agency or transit system support requirements.

Service Level enhancement decisions will follow annual Decision Cycle framework.

Prior to implementation and adoption by Board, additional service level enhancements will be incorporated into long-range cash flow model to identify impact of current enhancement in future years.

Implementation of Service Level Enhancements will require Board action and revision of annual budget.

Section III: Federal Grant Funding Reduction

The following precautionary actions will be initiated immediately if a federal grant reduction is anticipated:

Capital Expenditures:

- Identify and evaluate other available funding sources
- Evaluate scaling back the scope of the project to the allocated funds, if feasible
- Freeze project pending review and discussion with Board of Directors

Operating Funds:

- Follow the Sales Tax Revenue Shortfall Procedure

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name:

Project Ranking:

Project Manager:

Phone:

Department:

Location:

Desired project timing:

Start Date:

Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Granicus/Legistar is a full-spectrum, robust software as a service solution that enhances and enables public participation in the governing body meeting process. Legistar streams the meeting live online and indexes each agenda item to the corresponding video segment, so a member of the public can quickly and easily access an agenda item of interest. This project is being requested to enhance board meeting transparency and public engagement during and after board meetings. Currently, if a member of the public or other interested stakeholder would like to participate or view the Board of Directors meeting in real time, they must generally do so in person. In response to COVID-19 social distancing regulations, staff has been able to provide an audio solution, but the video, when available, and audio are low-quality and ineffective solutions in the long-term. The public participation process is greatly inhibited under the current system. It is cumbersome for a member of the public to locate an agenda item's video clip or identify votes cast on particular items, thereby impeding transparency efforts. In addition, the City of Lewisville and the City of Denton are both current users of this system, as is Denton County. As such, members of our shared public are very familiar with Legistar and how to access meetings, meeting materials, and videos, agenda items, and associated agenda item video clips.

There is a one-time hardware delivery, setup, and training fee of \$24,457 in year 1, plus the first year's annual fee of \$22,528. Thereafter, year 2 is estimated at \$24,106 and year 3 at \$25,793. These estimates exclude any consideration of expenses in FY20. If FY20 funding were to be made available, the FY 21 request would decrease. Attached is the Granicus proposal. This budget request excludes the VoteCast option to acknowledge current budgetary constraints, but would like to consider this in out years as an option for the Board's consideration.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

We do not currently provide concurrent video streaming, so if a member of the public wants to view the meeting in real-time, they must attend in person. All videos are archived in-full on YouTube separate from the Board agenda materials, located on the DCTA website. There are no integration capabilities in the system currently being used.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Staff would continue to manage the manual legislative process, agenda development, and providing the video of a meeting on YouTube without concurrent streaming capabilities.

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

There are currently no other resources available for such programming.

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Operating Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No, the focus of this request is improved public involvement and board governance transparency.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2021	Amount	\$ 46,985
Fiscal Year		Amount	
Fiscal Year		Amount	
Fiscal Year		Amount	
Total Project Cost Estimate			\$ 46,985

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):	\$ 26,000	
TOTAL	\$ 26,000	\$ -


Additional Estimated Revenue to be Generated: \$ -

PROJECT ANALYSIS

Operating: ☐ X

Capital: ☐

Useful Life (Years): ☐

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES: Project coded to the Board of Directors Dept (110) operating budget:
Computer Software & Supplies (50313)



Procurement Vehicle: Texas Department of Information Resources (DIR)

In Support of: Denton County Transportation Authority TX

Granicus Contact

Name: Benjamin Shor

Phone: (202) 407-7418

Email: benjamin.shor@granicus.com

Proposal Details

Quote Number: Q-95087

Prepared On: 6/8/2020

Valid Through: 7/31/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Legistar - Setup & Configuration	Upon Delivery	1 Each	\$12,150.00
Legistar - Onsite Training	Upon Delivery	3 Days	\$6,750.00
Legistar (Admin) - Online Training	Upon Delivery	4 Hours	\$810.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Government Transparency - Setup & Configuration	Up Front	1 Each	\$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	Upon Delivery	1 Each	\$3,150.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	\$787.50
SUBTOTAL:			\$24,457.50



One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$0.00
Meeting Efficiency - Setup & Configuration (Standard)	Up Front	1 Each	\$810.00
eComment - Online Training	Upon Delivery	1 Hours	\$0.00
eComment - Setup and Configuration	Up Front	1 Each	\$0.00
SUBTOTAL:			\$24,457.50

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$14,936.40
Open Platform Suite	Annual	1 Each	\$0.00
Government Transparency Suite	Annual	1 Each	\$4,622.40
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,080.00
Meeting Efficiency Suite	Annual	1 Each	\$0.00
eComment	Annual	1 Each	\$1,890.00
SUBTOTAL:			\$22,528.80

Remaining Period(s)		
Solution(s)	Year 2	Year 3
Legistar	\$15,981.95	\$17,100.68
Open Platform Suite	\$0.00	\$0.00
Government Transparency Suite	\$4,945.97	\$5,292.19
Open Platform Suite	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,155.60	\$1,236.49
Meeting Efficiency Suite	\$0.00	\$0.00
eComment	\$2,022.30	\$2,163.86
SUBTOTAL:	\$24,105.82	\$25,793.22



Product Descriptions	
Name	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Legistar - Setup & Configuration	<p>Setup and Configuration for Legistar includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Access to existing Web-based recorded trainings around standard account functions and capabilities • Up to five (5) two-hour needs analysis calls with a business analyst • Up to one (1) Standard Agenda and Minutes report template • Configuration of up to one (1) meeting body or type
Legistar - Onsite Training	<p>Legistar - Onsite Training is for onsite training for Legistar, which allows clients to have a Granicus trainer onsite to show them how to use the system.</p> <p>Onsite Training includes travel, meals and lodging expenses.</p>
Legistar (Admin) - Online Training	Legistar Admin - Online Training is for online training for Legistar Administration, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform



Product Descriptions	
Name	Description
Government Transparency - Setup & Configuration	Setup and Configuration for Government Transparency Suite includes implementation of: <ul style="list-style-type: none"> • Up to one (1) View Page and Player template • Up to one (1) Live Manager configuration
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item
Granicus Video - Online Training	Granicus Video - Online Training
Meeting Efficiency Suite	Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes: <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)



Product Descriptions	
Name	Description
Meeting Efficiency - Setup & Configuration (Standard)	Setup and Configuration for Meeting Efficiency Suite includes implementation of: <ul style="list-style-type: none"> • Up to one (1) client Installation of Minutes Maker (compatible client hardware required for software) • Up to one (1) Minutes report
Minutes - Online Training	online training for Minutes, which allows clients to have online sessions with a Granicus trainer to show clerks how to take minutes during a meeting and how to edit and publish them after a meeting.
eComment	eComment reduces staff time by providing the ability to effortlessly collect and manage citizen input on agenda items. Citizens are allowed to either/or submit comments in regards to items or sign up to speak before a scheduled meeting.
eComment - Online Training	Virtual training session with a Granicus professional services trainer.



Terms and Conditions

- Terms and Conditions are in accordance with the Granicus Texas Department of Information Resources agreement (DIR-TSO-3631 for SaaS and DIR-TSO-3948 for Hardware) and takes precedence over all other conflicting terms and conditions incorporated herein.
- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Customer for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Denton County Transportation Authority TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Denton County Transportation Authority TX

Signature:

Name:

Title:

Date:

DENTON COUNTY TRANSPORTATION AUTHORITY DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name:

Project Ranking:

Project Manager:

Phone:

Department:

Location:

Desired project timing:

Start Date:

Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

DCTA's Transformation Initiative will help establish a new agency vision, goals, and framework to move the agency forward. An updated Long Range Service Plan is required to align elements of the transformation with future service and capital project needs. Also, an updated long range plan is needed to identify any unfunded capital needs which may be included into future updates of the RTC's Metropolitan Transportation Plan, to strengthen coordination between other transit providers and multiple planning processes. The Long Range Service Plan provides an opportunity to explore alternative futures, and leverage funding mechanisms and community support for new mobility improvements.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

DCTA has deferred updating the Long Range Service Plan to address multiple ad-hoc, short-range planning needs and an evolving shift towards different service types and performance standards at the agency. Following the results from the Transformation Initiative represents a unique opportunity to prepare the update as the implementation strategy for transformation.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Failure to update the Long Range Service Plan will put the agency at a considerable competitive disadvantage when competing for discretionary grants and may place the agency at risk of our Title VI plan being found not compliant with FTA regulations. Failure to update the long range plan will result in a substantial disconnect between the recommendations and performance standards which will emerge from the Transformation Initiative and the agency's programming of future service and capital investments.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Planning initiatives are typically eligible for reimbursement by grant funding. Staff will consider this project for development of the FY20 Program of Projects (POP).

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Operating Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2021	Amount	\$ 400,000
Fiscal Year		Amount	
Fiscal Year		Amount	
Fiscal Year		Amount	
Total Project Cost Estimate			\$ 400,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated: \$ -

PROJECT ANALYSIS

Operating: ☐ X

Capital: ☐

Useful Life (Years): ☐

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES: Project coded to the Strategic Planning Dept (130) operating budget:
Professional Services (50309)

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Each year, Bus Operations staff reviews the current levels of service, identifies fleet requirements, reviews existing fleet, and updates the Fleet Replacement Plan. There were no fleet purchases made in FY2019 as there was an issue with the cooperative contract that did not allow for a purchase in the fiscal year. In FY2021, DCTA proposes to roll the existing 2019 fleet replacement project into FY2021 and combine with additional funding to create one capital fleet replacement project. This project would allow DCTA to purchase a total of fifteen (15) small vehicles and three (3) non-revenue vehicles, which will replace existing vehicles that have exceeded their useful life in age and/or mileage.

Cost Breakdown:

15 Small Vehicles @ \$116k/each = \$1,740,000

Buy America Audit Expense = \$7,800

3 Non-Revenue Vehicles @ \$44,100/each = \$132,300

PROJECT TOTAL = \$1,880,100

Current Approved Capital Projects:

Fleet (2019) - \$1,481,000 (rollover into FY21)

*Additional Funding (2021) - \$399,100

TOTAL = \$1,880,100

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Continue to use the vehicles in the existing fleet.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

If these vehicles are not replaced in a timely fashion, staff would expect to see an increase in maintenance expenses as well as road calls, leading to service delays and missed trips.

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

The replacement cost of both the revenue and non-revenue vehicles is an eligible expense under FTA's Urbanized Area Formula Program and Bus and Bus Facilities Program. The vehicle replacement expenses are federally reimbursable at 85% federal with a 15% local match. \$1.6 million of the applicable grant funding listed below includes Transportation Development Credits in lieu of a local match, for 100% reimbursement.

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Capital Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2020	Amount	\$	10,000
Fiscal Year	2021	Amount	\$	1,870,100
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	1,880,100

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:	TX-2017-011-00	Amount: \$	\$ 588,717
Grant Number:	FY17 5339 Grant Funds	Amount: \$	\$ 66,522
Grant Number:	FY18 5339 Grant Funds	Amount: \$	\$ 572,056
Grant Number:	FY19 5339 Grant Funds	Amount: \$	\$ 415,934
Grant Number:	TX-2019-073-00	Amount: \$	\$ 1,090,785
TOTAL GRANT FUNDS:		\$	2,734,014

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -

Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital: ☒ X

Useful Life (Years):

*Complete additional information if capital

Justification:

Replaces fleet that has met or exceeded its useful life.

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

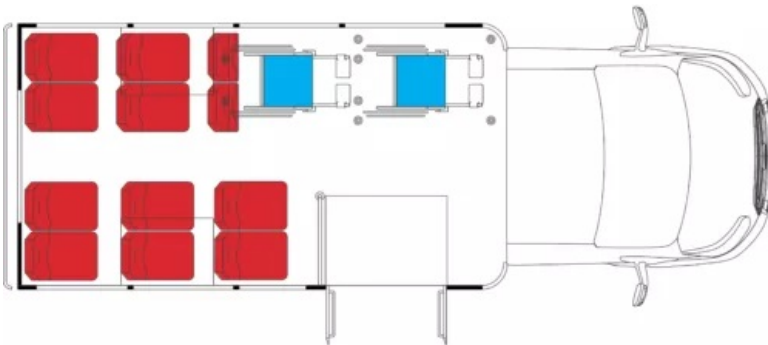
FY2021 Fleet Replacement



There were no fleet purchases made in FY2019 because the contract staff intended to utilize for the purchase expired and the renewal of the contract was held up unexpectedly. This caused staff to push the purchase to FY2020. As the order was submitted and the required Buy America audit scheduled for this purchase, the production was halted as the COVID-19 pandemic reached its heights. Production of these vehicles is anticipated to commence in August or September of this year. Therefore, in FY2021, DCTA anticipates the need to roll the purchases into one purchase of fifteen (15) small vehicles to replace existing vehicles that have exceeded their useful life in age and/or mileage.

For these purchases, DCTA intends to purchase fifteen Arboc Spirit of Independence vehicles. These vehicles will be a 23' vehicle configured with 10 ambulatory seats, 2 flip seats and 2 wheelchair positions.

A purchased twelve of these vehicles in FY2018 and they have proven to be capable units in daily fixed route service in the cities of Denton and Lewisville. Therefore, these twenty-four new vehicles will be used in fixed route service as well. This will allow for the disposition of several vehicles that are currently past their useful life in the existing fleet.



DENTON COUNTY TRANSPORTATION AUTHORITY DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

This project would supplement the current farebox system with a reloadable card system on all vehicles in DCTA's fleet to better track ridership trends, reduce in-house cash collections, and improve boarding speed for passengers. The systems could also feature fare capping and integration with DART's fare payment system to improve the overall customer experience by streamlining the customer's fare payment process.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Current fareboxes hold coin and currency fares which must be manually counted in-house and transported to the bank via courier. Ridership is tracked manually. These fareboxes require exact change, as they cannot issue change to a passenger. Passengers utilizing DART's GoPass® Tap Card system are required to purchase separate fare media from DCTA since DCTA does not currently accept this fare media.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Operations can continue to use the current fareboxes, but without the efficiencies noted above and without the ability to track regional ridership (i.e. riders that utilize this fare payment for more than one transit agency).

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Grant funding of \$250,000 with the use of Transportation Development Credits is programmed for this project to cover almost half the cost.

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Capital Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2021	Amount	\$	300,000
Fiscal Year	2022	Amount	\$	300,000
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	600,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Railroad crossings at MP 727.57 Corinth Parkway and MP 721.78 Sycamore Street in Denton were installed with tub style concrete crossings when the rail corridor was built for the A-train. Over time, these crossings have begun to sink which causes the track geometry to deteriorate in the track profile and alignment areas. Based on Federal (49 CFR Part 213) track safety standards, crossings are at risk of dropping below current operating standards. If the crossings drop below the prescribed standards, then a speed restriction is required. DCTA, along with rail contractor (Rio Grade Pacific), has determined that replacing these tub crossings with concrete lag down crossing panels will enable the railroad to function with minimal disruption and will reduce maintenance costs in the long run. Maintenance cost is reduced because the concrete lag down crossing panels can be removed for maintenance without requiring the removal of the entire crossing that is required with the current concrete tub crossings. Replacement cost for Corinth Parkway is \$193,508 and Sycamore Street is \$224,062.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

DCTA's railroad contractor monitors the condition of the crossing and when necessary a slow order (15 MPH) will be issued based on railroad safety standards which will negatively impact service. We have grout injected crossings in the past, when the deterioration represented an emergency. But, grout injection can run as much as \$40,000 per crossing and will not last more than a year.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Mandatory Directives, in the form of slow orders, would be required which would make it impossible to maintain the rail timetable. If the crossing doesn't conform to Federal Railroad Administration standards, regulations require that mandatory directives would have to be escalated to include preventing the train from travelling through the crossing. Grout injections will be required annually. Grout injections have proved to be a temporary fix and not a good substitute for replacing the tub style crossing with the concrete lag down crossing panels.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Capital Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2021	Amount	\$	417,570
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	417,570

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name:

Project Ranking:

Project Manager:

Phone:

Department:

Location:

Desired project timing:

Start Date:

Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

The Rail Operations & Maintenance facility is approximately 10 years old. DCTA contracted with Jacobs Engineering to prepare a facility assessment of DCTA's facilities. The assessment identified repairs that need to be done to the following areas: parking lot striping, roof drainage system, exterior windows, entry door light fixtures and lighting protection. Refer to attached Jacobs Engineering assessment.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Contracted with Jacobs Engineering to provide assessment of areas that need attention. DCTA's rail contractor is responsible for maintaining the facility subject to the contract \$10,000 threshold.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

If maintenance continues to be deferred, there is the potential for facility to not be in compliance with safety and building codes in the future.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Capital Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2021	Amount	\$	38,670
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	38,670

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:



Facility Condition Assessment

DCTA Rail Maintenance Facility

DCTA Rail Maintenance Facility - Deficiency Summary

Site Level Deficiencies

Site

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Car Accessible Parking Spaces Are Not Properly Striped Note: The ADA parking lot paint is faded. Location: North Side	ADA Compliance	5	Ea.	3	\$1,153	24
Sub Total for System		1	items		\$1,153	

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Exterior Signage At The Accessible Parking Area Does Not Meet ADA Requirements Note: The pole is present but has a missing sign.	ADA Compliance	1	Ea.	3	\$444	25
Sub Total for System		1	items		\$444	
Sub Total for School and Site Level		2	items		\$1,597	

Building: 01 - Rail Maintenance Facility

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Debris In Gutters Requires Removal Note: Window leaks, gutter is potentially blocked with debris. Location: West Elevation	Deferred Maintenance	40	LF	3	\$22	23
Sub Total for System		1	items		\$22	

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Aluminum Window Requires Repair Note: The window caulking is deteriorated and leaks are present on the 2nd floor.	Deferred Maintenance	31	Ea.	3	\$28,719	21
The Exterior Requires Painting Note: The paint is peeling at the panel joints.	Capital Renewal	200	SF Wall	5	\$301	20
Sub Total for System		2	items		\$29,020	

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Entry Door Does Not Have Required Power Assist Device Note: Power assist isn't present at main entrance.	ADA Compliance	1	Ea.	3	\$9,002	26
The Acoustical Ceiling Tiles Require Replacement Note: The tiles in room 204, 207 and the corridor on the 2nd floor are stained and need replacement.	Capital Renewal	900	SF	3	\$3,554	22
Sub Total for System		2	items		\$12,556	

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The 1 X 4 Interior Fluorescent Light Fixture Requires Replacement Note: The light in the wash bay needs replacement.	Capital Renewal	1	Ea.	4	\$419	53
The 2 X 4 Interior Fluorescent Lighting Requires Replacement Note: One light in the corridor, two lights in the break room, one in the employee room and one in the men's room need replacement.	Capital Renewal	5	Ea.	4	\$2,349	54
Sub Total for System		2	items		\$2,768	
Sub Total for Building 01 - Rail Maintenance Facility		7	items		\$44,367	

Building: 02 - Storage

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Metal Downspouts Require Installation or Replacement Note: The bottom joint of the downspout is bent and separated at the seam. Location: West and East Elevation	Deferred Maintenance	15	LF	3	\$284	28
Sub Total for System		1	items		\$284	



Facility Condition Assessment

DCTA Rail Maintenance Facility

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Exterior Metal Door Requires Repainting	Deferred Maintenance	1	Door	3	\$124	27
Note: The exterior metal door is scuffed and dirty.						
Sub Total for System		1	items		\$124	

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Lightning Protection System Is Required	Functional Deficiency	3,600	SF	3	\$3,043	55
Sub Total for System		1	items		\$3,043	
Sub Total for Building 02 - Storage		3	items		\$3,451	
Total for Campus		12	items		\$49,415	

Buildings with no reported deficiencies

03 - Fuel Canopy

DRAFT

DENTON COUNTY TRANSPORTATION AUTHORITY DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name:

Project Ranking:

Project Manager:

Phone:

Department:

Location:

Desired project timing:

Start Date:

Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Rail station canopies at Hebron and MedPark are in need of refurbishment and were programmed in the financial plan to repair canopy water damage. We expect to begin the procurement process in 1st quarter FY21 and complete work by end of 3rd quarter FY21.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Contracted with Jacobs Engineering to provide assessment of areas that need attention.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Facilities would be subject to canopy fascia failure which could result in additional damage and a potential safety issue.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Capital Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2021	Amount	\$	486,127
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	486,127

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

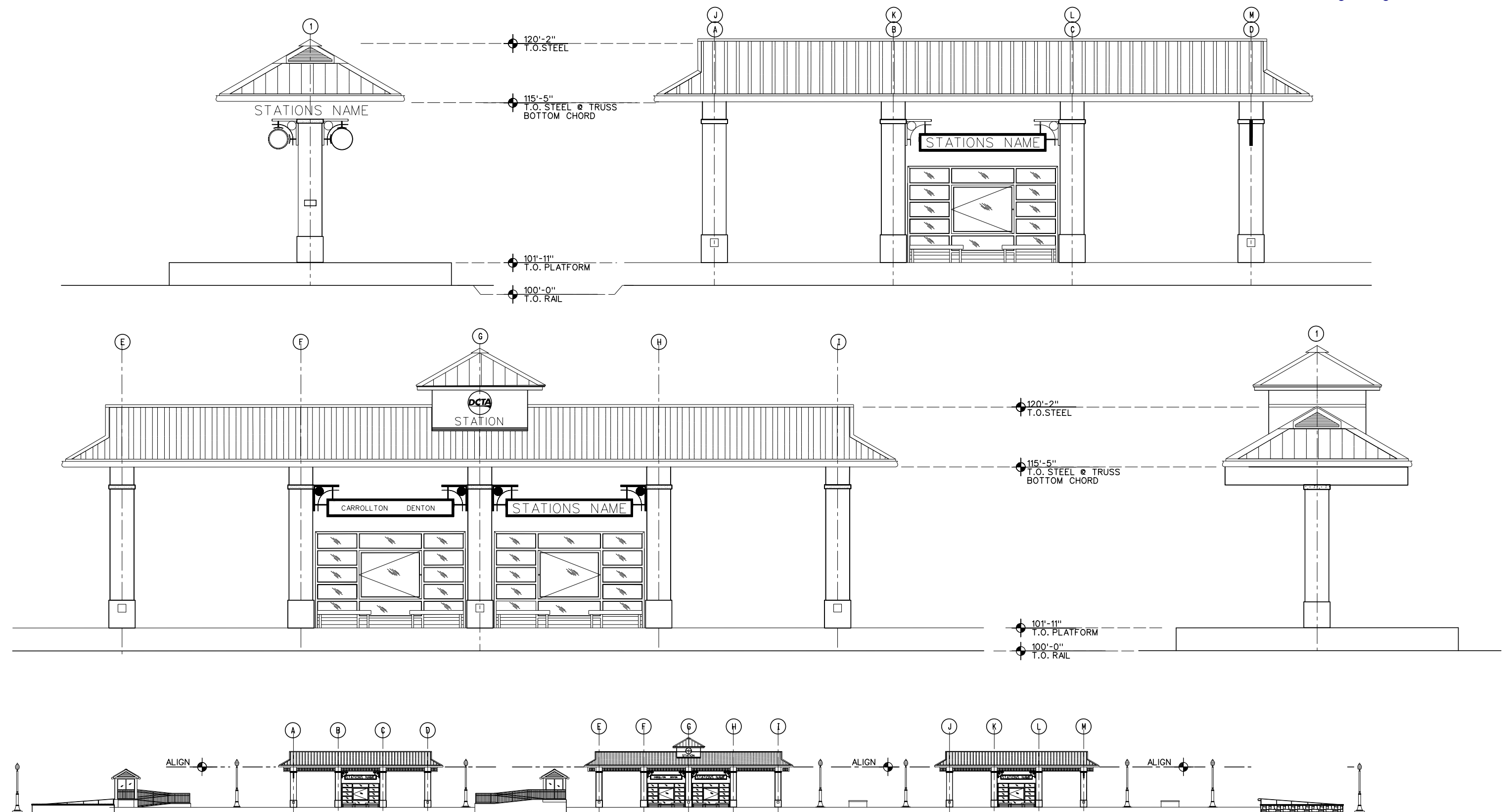


Highland Village: Existing Photograph
05/06/2020

These photos are for illustration only to demonstrate the new appearance of the stations. The Highland Village photo was the best available for this purpose. This station will not be modified.



Highland Village: Station Exhibit
Photo showing removal of EIFS, stud and steel framing.
05/06/2020



Option #2

- Remove plaster
- Remove plaster wall and metal soffit at all canopy ends
- Remove all hanging support steel
- Patch and repair all gutter / downspout wraps at beam locations



DCTA Station Canopy Frieze Replacement

Field Report / Recommendations

Document No. | 001

March 8, 2019

F8Y97714



Field Report



DCTA Station Canopy Frieze Replacement

Project No: F8Y97714
 Document Title: Field Report
 Document No.: A001
 Revision:
 Date: March 08, 2019
 Client Name: Denton County Transit Authority
 Project Manager: Robert Manley
 Author: Steven Tremmel, AIA & Thalia McAdory
 File Name: Document5

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Document history and status

Revision	Date	Description	By	Review	Approved

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Executive Summary

DCTA has conducted water tests to determine how and why damage occurred to the Stucco / EIFS frieze panels at each of the above stations. The conclusion of this testing is a report that states water has been leaking through gutter components infusing the Stucco / EIFS with water causing the material and supporting framing to deteriorate.

Jacobs will assist DCTA with developing biddable documents to replace the frieze panels at all stations. Jacobs will document the Stucco / EIFS conditions at all stations. Jacobs will explore and propose materials that will have a longer life on the stations than the current Stucco / EIFS that provide for a similar frieze pattern that is consistent at all stations.

1. Introduction

On February 13, 2019 Jacobs Staff met members of Rio Grande Pacific (Stephen Pope and Francisco) at Hebron Station. After a brief discussion Stephen left and Francisco escorted us to all 5 stations. Hebron, Old Town, Lewisville Lake Station, MedPark and Downtown Denton Transit center.

We have attached plans indicating where visual damage was observed during these walkthroughs. After severe damage occurred at Old Town Station, the plaster at the south end of a canopy has been removed in it's entirety to prevent any safety issues. At Downtown Denton Station a similar situation appears to be eminent and the area has been blocked for potential safety concerns. Because of these issues DCTA has drilled holes approximately 1" in diameter on the underside of all canopies as a preventive measure through the plaster to relieve pressure and remove water. Under some of these holes there is evidence where water accumulated based on rust color on the concrete pavement from the water that drained from these cavities.

Drainage System

The Frontier Waterproofing, Inc. report references issues to clogged gutter connections. The interior drain makes two 90 degree turns prior to getting below grade and making a direct connection to an underground storm sewer. There was no evidence on the station platform of any clean-out for the drain line. There is no easy way to add these cleanouts without the removal of brick/cast stone at the columns.

The Frontier Waterproofing, Inc. report notes that there were downspouts with debris. Per the contract drawings gutter guards were supposed to have been installed. It would be our recommendation to install gutter guards

Structural Steel

All canopy steel is not fully encapsulated in a waterproof membrane. Because of this all steel shall be considered exterior exposed, our recommendation during design would have been that all steel should have been hot-dipped G90 galvanized or epoxy coated. It was observed during our walkthrough that the inside of tubes both structural and non-structural are rusting. After removal of the plaster/EIFS frieze elements we recommend prepping the steel for application of a rust-inhibitive primer which is also recommended by Frontier. The process could be by shot blasting, hand grinding or brushing. This process should lengthen the life span of the steel, but this will not stop any chemical process that has already started.

Water

At the double HSS tube beam locations there are no weep holes on the bottom metal wrap that would allow water to escape. Added to this there appears to be bird debris in these uncovered "troughs". (See photo following) When this debris gets wet it is sitting on the backside of the un-finished metal starting the corrosion process. If DCTA has a power washing contract for station cleaning spraying the underside of each canopy could be allowing water to accumulate in the sheet metal enclosure around the steel tubes.

Our recommendation to correct is to remove the bird guard along these 2 tubes at all column locations and install an additional piece of material, then replacing the bird guards.

Field Report



Along the long sides of the canopies there is a continuous gap between the plaster and the metal deck above. It is not evident that there is any sealant or closure piece that could prevent water from entering the back side again from the underside due to power-washing cleaning. Once water is in this area it would not be able to escape so sealing off this area is critical.



2. Proposed Solution

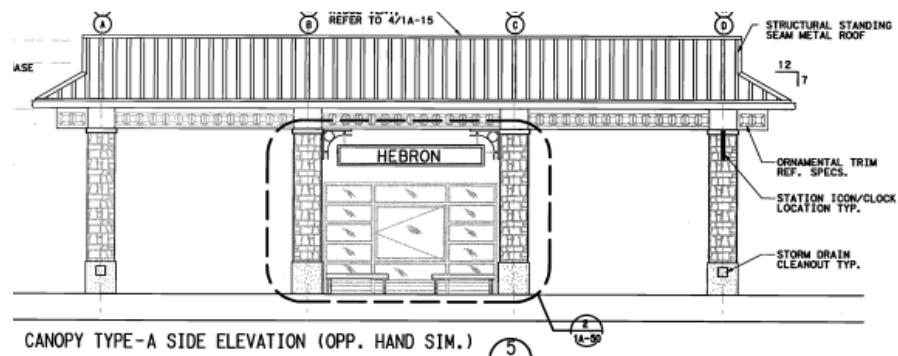
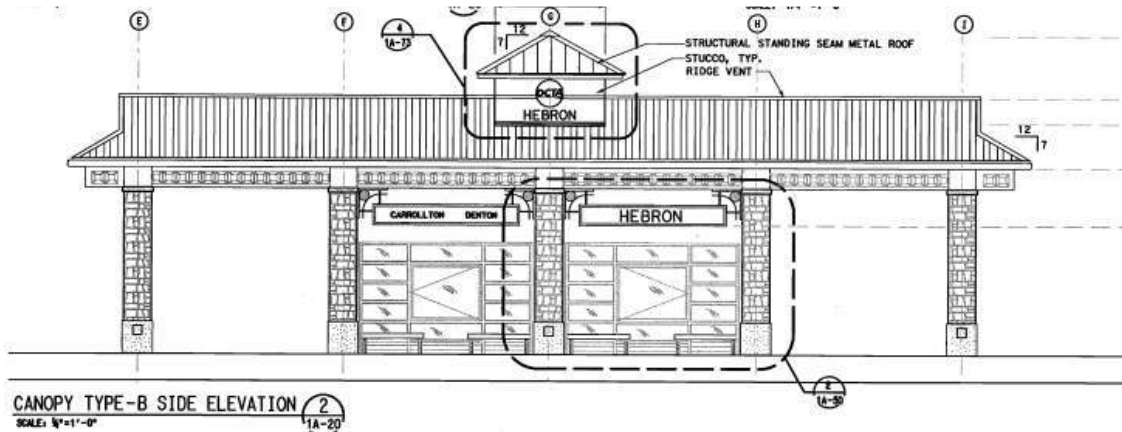
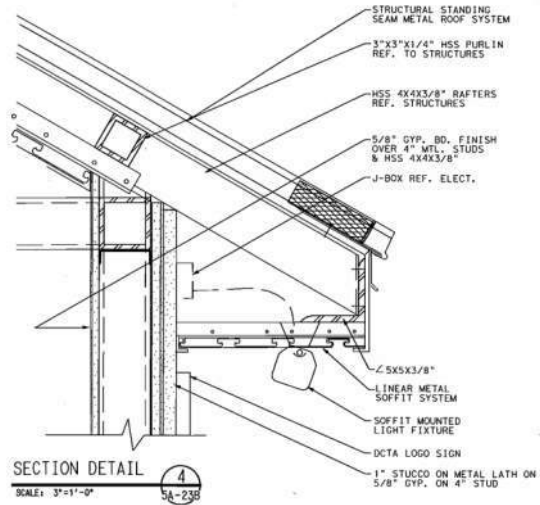
Proposed Solution

1. Remove the plaster/EIFS frieze along the perimeter of the canopy. This should also include the removal of all light-gauge framing and sheathing.
 - a. At the location where the plaster fell off, it was noted by Frontier that significant corrosion had occurred. We anticipate that where there is damage to plaster this framing and sheathing has been exposed to significant water exposure and would need to be removed.
2. Remove the pre-finished sheet metal enclosure around the ends of beams, typically to the back side of the plaster. This section is about 2' long. Clean the remaining "trough" section.
3. Prepare steel (Shot-blast, hand grind or brush) per paint manufactures preparation requirements, then apply a rust-inhibitive primer to the hanging steel posts and channels used to support the frieze.
4. Remove gutters
5. While cladding this with new material we suggest altering framing to avoid potential corrosion.
6. Add an additional trim piece along the exterior and inside. At the interior section place edge of flashing in a full bed of sealant.
7. Install gutter overflows in gutters prior to re-installing.
8. Connect gutter downspout. Use new sealant and straps
9. Install gutter guards
10. Install new frieze (material to be determined: Formed / Pressed metal, GFRC, GFRP, metal. Along the bottom surface, weeps or continuous vent shall be installed to allow system to breath and water out that may get int the cavity.

Assumptions:

- Based on current conditions it is unknown the severity of corrosion on steel but assume that Old Town has the most steel damage.
 - Our assumption is the structural steel will be ok.
 - Light gauge framing to support plaster will most likely need to be removed.
- Knowing there is varying factors of the water penetration from station to station the addition of overflow scuppers and weeps at the bottom of the frieze will reduce the possibility of this occurring again

Field Report

JACOBS

Appendix A. Field Conditions

Jacobs team visited the following DCTA stations:

- 1- Old Town Station
- 2- Highland Village/ Lewisville lake
- 3- MedPark
- 4- Downtown Denton
- 5- Hebron Station

Old Town Station



At the west end of the Old Town Station first canopy (type A), water marks are present on the east end of this canopy. The middle canopy (type B) also shows some water marks with evident rust. And mineral deposits on the east end.



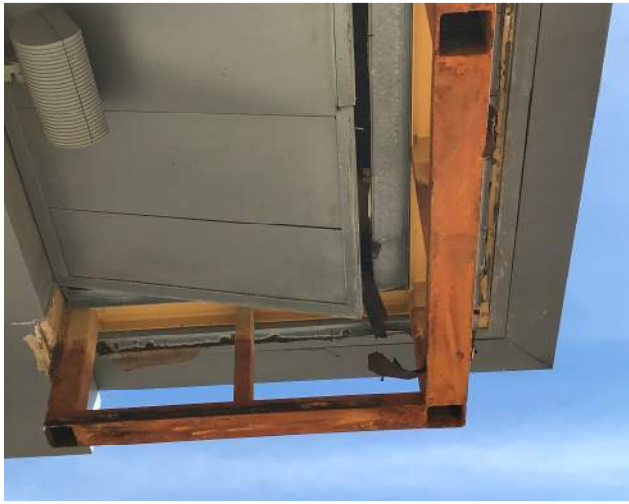
Field Report



The most damaged structure at this station is the east end canopy (type A). Its exposed structure shows the water has rusted the steel and destroyed the finishes.



Field Report



Highland Village/ Lewisville Lake Station



At Highland village/ Lewisville Lake Station some water damage is also visible through water marks and water deposits. Throughout the three canopies, no rust marks or cracks were present at the time this study was conducted.



MedPark Station



DCAT Medpark Station's canopies are also showing rusted water marks. All three canopies present very similar conditions, rust and water marks along the cracks. At some points finishes are starting to fall off. The extend of the damage to the structural frame is unknown, rust suggests that some steel members might be affected.



Field Report

JACOBS



Downtown Denton

The conditions at Downtown Denton are also in need of repair. Water damage is visible mostly at the east end of the west canopy (type A) and the center canopy (type B). Where water deposits as well as cracks and rust are visible present. The east side canopy (type A) water corrosion was not visible at the time this report was created.



Field Report

JACOBS



Hebron



Hebron Station's canopies have some significantly water damage, east canopy (type A) shows water marks as well as rusted metal.



Field Report



Center canopy (type B) also shows rusted marks along cracks and at the north side of this canopy was leaking at the time of the site visit.



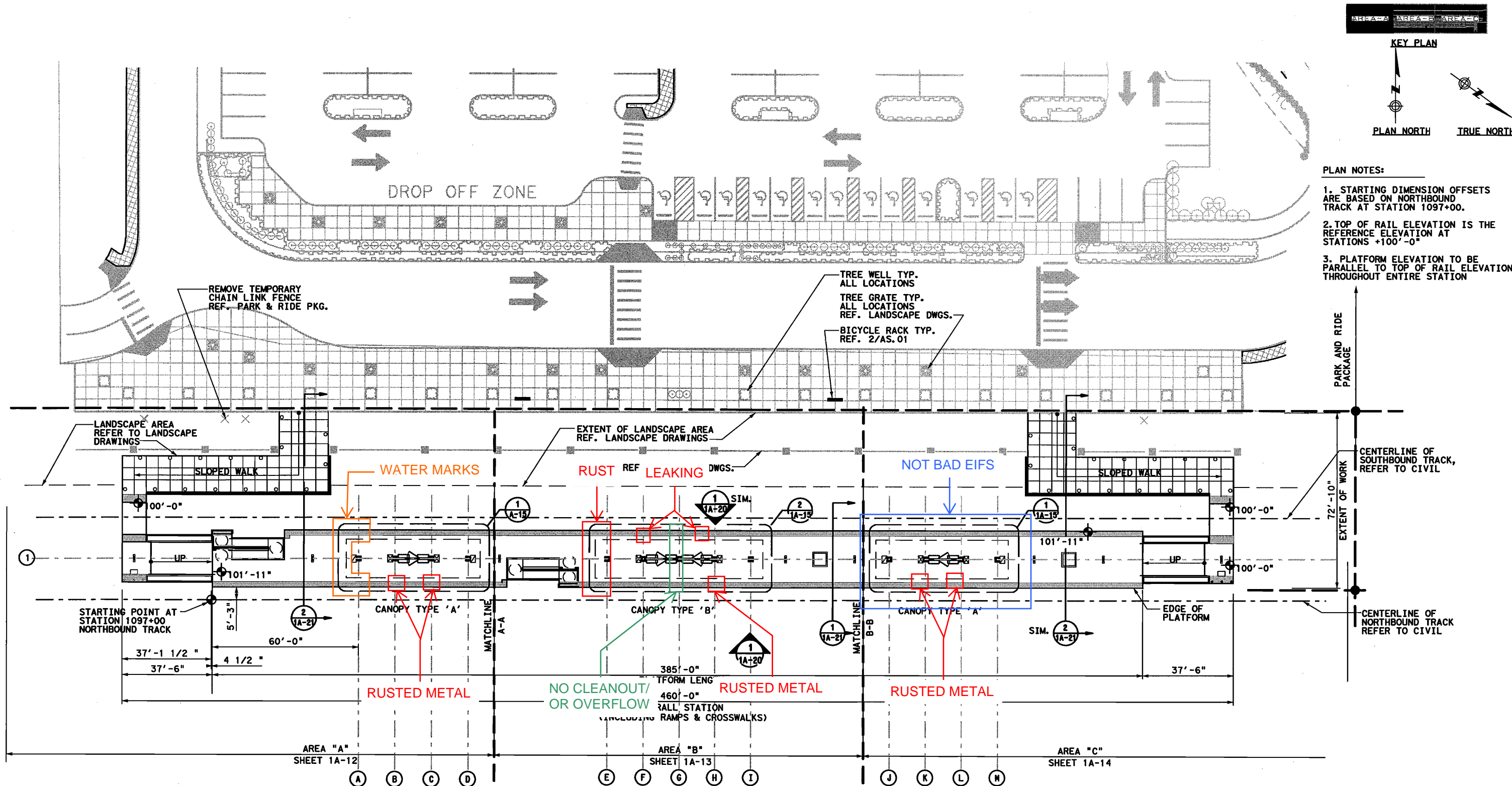
Appendix B. Drawings

- 1- Existing Conditions
- 2- Recommended Details

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OVERALL PLATFORM PLAN 1
SCALE: 1"=20'-0" 1A-11

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DALLAS, TEXAS 75234
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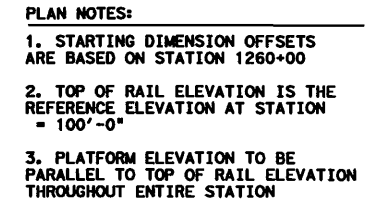
DCTA

SCALE	AS SHOWN
DRAWN	A. IGWE
DESIGNED	A. IGWE
CHECKED	T. KONGANDA
IN CHARGE	D. PECK
DATE	5/08/2009

DCTA
DENTON TO CARROLLTON RAIL PROJECT
OVERALL PLATFORM PLAN
HEBRON STATION

CONTRACT	SHT NO.	REV
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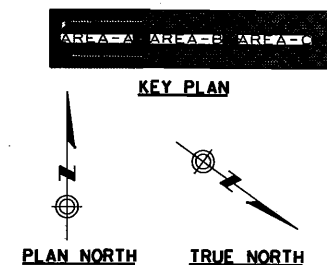
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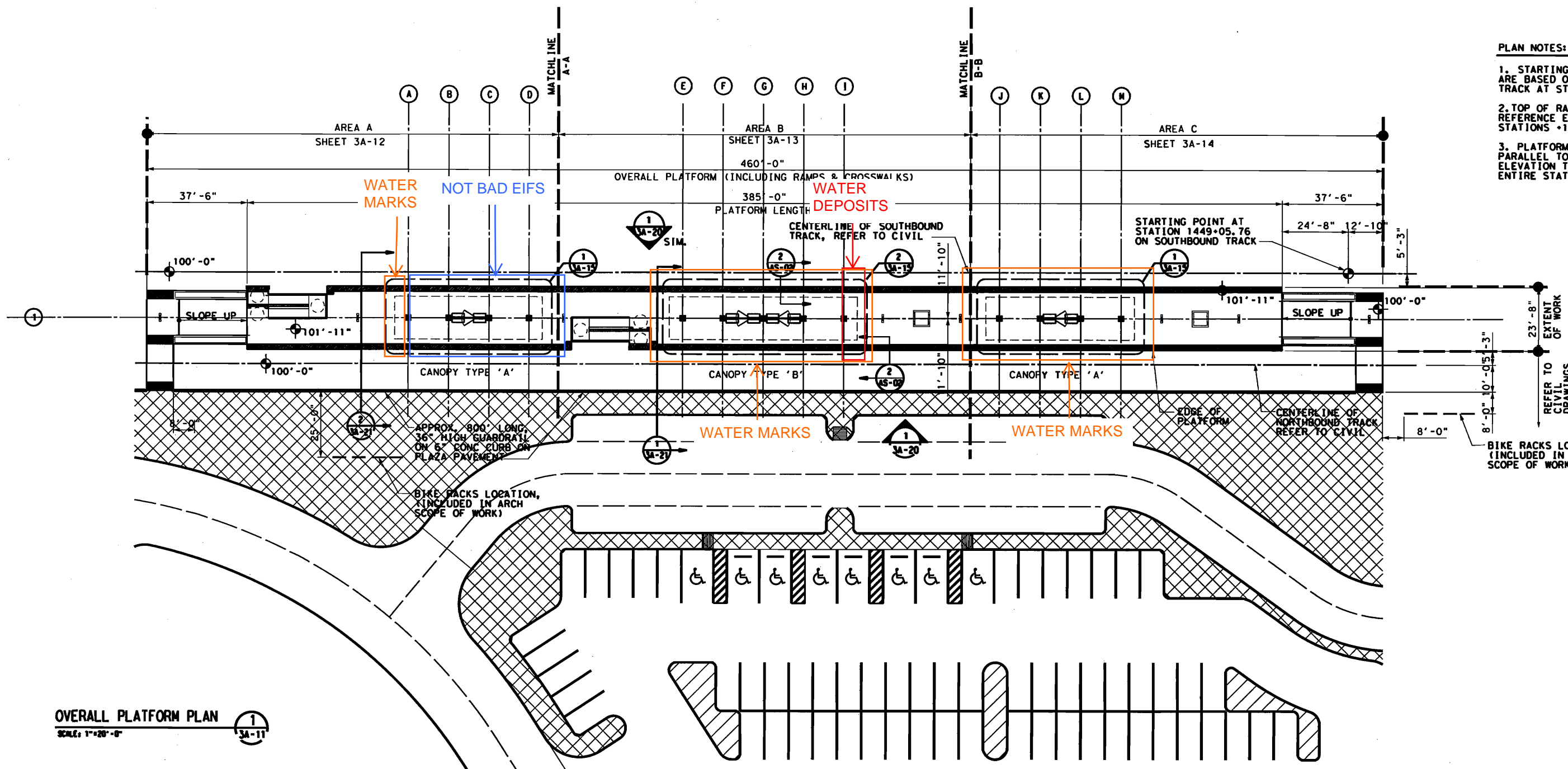
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- PLAN NOTES:
1. STARTING DIMENSION OFFSETS ARE BASED ON NORTHBOUND TRACK AT STATION 1449+05.76
 2. TOP OF RAIL ELEVATION IS THE REFERENCE ELEVATION AT STATIONS +100'-0"
 3. PLATFORM ELEVATION TO BE PARALLEL TO TOP OF RAIL ELEVATION THROUGHOUT ENTIRE STATION



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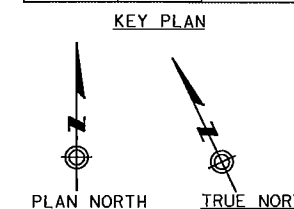
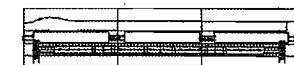
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DESIGNED	A. IGWE
CHECKED	T. KONGANDA
IN CHARGE	D. PECK
DATE	5/08/2009
CONTRACT	
SHT NO.	3A-1500
REV	

DCTA
DENTON TO CARROLLTON RAIL PROJECT
OVERALL PLATFORM PLAN
LEWISVILLE LAKE STATION

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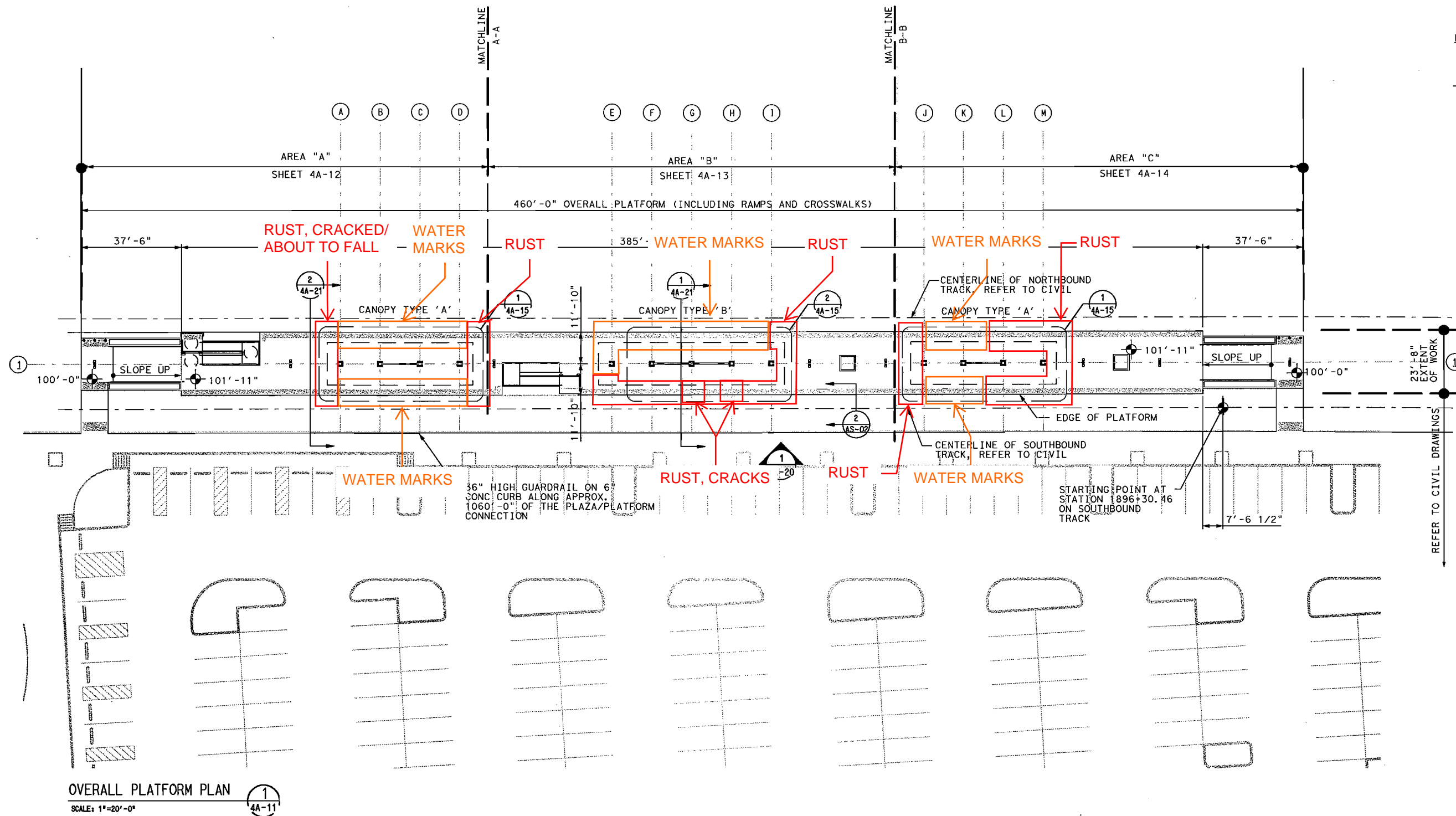
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PLAN NOTES:

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2. TOP OF RAIL ELEVATION IS THE REFERENCE ELEVATION AT STATION = 100'-0"
3. PLATFORM ELEVATION TO BE PARALLEL TO TOP OF RAIL ELEVATION THROUGHOUT ENTIRE STATION



OVERALL PLATFORM PLAN

SCALE: 1"=20'-0"

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DCTA

SCALE	1:20
DRAWN	A. IGWE
DESIGNED	A. IGWE
CHECKED	T. KONGANDA
IN CHARGE	D. PECK
DATE	4/24/2009

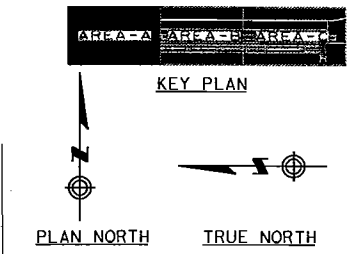
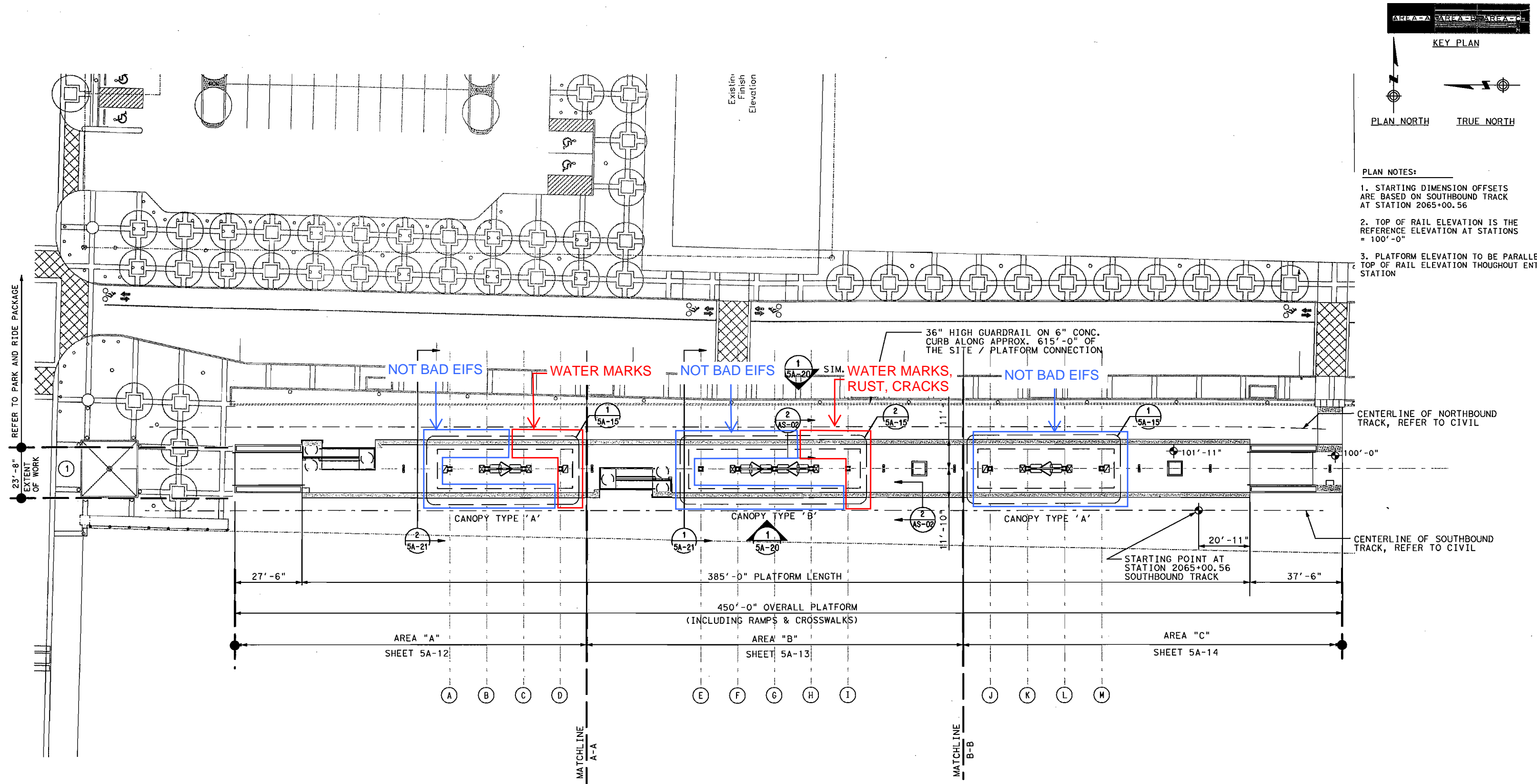
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DENTON TO CARROLLTON RAIL PROJECT
OVERALL PLATFORM PLAN
MEDPARK STATION

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 3. PLATFORM ELEVATION TO BE PARALLEL TO TOP OF RAIL ELEVATION THOUGHOUT ENTIRE STATION

OVERALL PLATFORM PLAN

SCALE: 1"=20'-0"



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DALLAS, TEXAS 75234
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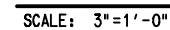
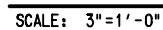
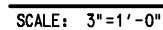
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DESIGNED	A. IGWE
CHECKED	T. KONGANDA
IN CHARGE	D. PECK
DATE	4/24/2009

DCTA
DENTON TO CARROLLTON RAIL PROJECT
OVERALL PLATFORM PLAN
DOWNTOWN DENTON STATION

CONTRACT	SHT NO. 5A-11	REV
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REV

DENTON COUNTY TRANSPORTATION AUTHORITY DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name:

Project Ranking:

Project Manager:

Phone:

Department:

Location:

Desired project timing: Start Date:

Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Stadler Rail Vehicles contain consumable components that require periodic replacement. The rail service contract establishes a threshold of \$10,000. Items under \$10,000 are covered in the contractor's base contract fee. Items over \$10,000 are the responsibility of DCTA. Please refer to attached list of consumable components over \$10,000.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Normal maintenance continues.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Maintenance would have to be deferred, which would impact fleet availability for passenger service and could negatively impact the agency's eligibility for federal funding.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Capital Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2021	Amount	\$	1,182,326
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	1,182,326

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

13. PRICE SCHEDULE

The Price Schedule is attached in Appendix 1. Contractor shall supply rates in the following manner:

- Operations & Dispatch, Vehicles & Facilities Maintenance, Maintenance of Way & Signals/Comms
 - Enter rate for each Fiscal Year from FY17 Rate – FY25 Rate in base period and from FY25 Rate – FY30 Rate in Option Period

Additional Definitions:

- Train Crew Hours
 - Sum of all hours that railcars operate including scheduled hours, test trains, and maintenance yard movements. This includes Special Trains. NTE hours are provided and if the hours increase in subsequent years, a contract modification will be issued.
 - Hours are to be calculated as the grand total of hours run per consist.
- Car Miles
 - Sum of all scheduled car miles and all other miles that railcars operate including scheduled miles, test trains, and maintenance yard movements. This includes Special Trains. NTE car miles are provided and if the miles increase in subsequent years, a contract modification will be issued.
 - Car Miles are to be calculated as the grand total of miles run per each railcar in the consist. Consists may be comprised of 1 or 2 car train sets. DCTA estimates 75 % of car miles will be operated as 1 car and 25 % as 2 car consists.
- Maintenance of Way Requirements over the Capital Threshold (allowance)
 - The Contractor is responsible for costs up to \$10,000. DCTA is responsible for the cost of capital maintenance items above \$10,000 per occurrence at any location.
- Stadler GTW Maintenance above the Capital Threshold (allowance)
 - The Contractor is responsible for costs up to \$10,000. DCTA is responsible for the cost of capital maintenance items above \$10,000 per occurrence per vehicle.
- Flagging.
 - Flaggers shall be GCOR and RWP qualified
- Capital Reserve
 - Prior to each fiscal year, the contractor shall work with DCTA to identify a capital program for the next fiscal year. This shall be negotiated in good faith by both parties based on need. Prior to capital work being performed, the contractor shall obtain written approval from DCTA, and all required procurement procedures shall be met.

Designation	Description	Asset Classification	Notes	2021
Stadler Vehicle Painting	Exterior Vehicle Refresh	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	Vehicles went into service 2011 -- need to paint one every year beginning 2024 (3% escalator)	\$0
Stadler Vehicle OEM Replacement	Batteries/Compressed Air Systems/Cab HVAC compressors/Fire protection systems/Passenger area HVAC compressors/Pneumatic suspension systems	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	Stadler OEM manual recommended replacement parts (1st Transit specs 3 year interval) -- Budget Every Year starting FY20 with 3% escalation	\$329,600
Stadler Vehicle OEM Replacement	Master Controllers	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	Stadler OEM manual recommended replacement parts (1st Transit specs 6 year interval) -- divide 1st Transit total, divide by 4 & avg from FY20 - FY23 with 3% escalation	\$145,936
Stadler Vehicle OEM Replacement	Automatic couplers & bearings/Emergency lighting/Entrance door anti-trap systems & telescopic cylinders/Flange lubricators/Fuel tank & intermediate tank/Ground brushes/Headlights/HVAC units/Machine room doors/Master controllers/Motor trucks/Power convertor-cooling modules & cooling systems/Trailer trucks/Windshield wiper drives & seals/Trailer & Motor Truck wheelsets and vibration dampers	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	Stadler OEM manual recommended replacement parts (1st Transit specs 8 year interval)-- divide 1st Transit total, divide by 4 & avg from FY20 - FY23 with 3% escalation	\$682,976
Stadler Vehicle OEM Replacement	Fire protection extinguishing agent replacements/Power convertors	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	Stadler OEM manual recommended replacement parts (1st Transit specs 10 year interval) -- divide 1st Transit total, divide by 4 & avg from FY21 - FY24 with 3% escalation	\$50,663
Stadler Vehicle OEM Replacement	Automatic couplers/Traction Motors	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	Stadler OEM manual recommended replacement parts (1st Transit specs 16 year interval) -- divide 1st Transit total, divide by 4 & avg from FY31 - FY36 with 3% escalation	\$0
Stadler Vehicle OEM Replacement	Charge air coolers/combination coolers/convertor cooler/Diesel engine	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	Stadler OEM manual recommended replacement parts (1st Transit specs 25k service hour interval) -- divide 1st Transit total, divide by 4 & avg from FY20 - FY23 with 3% escalation	\$268,731
Stadler Vehicle OEM Replacement	Generators/Engine couplings	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	Stadler OEM manual recommended replacement parts (1st Transit specs 50k service hour interval) -- divide 1st Transit total, divide by 4, spread from FY31 - FY36 with 3% escalation	\$0
Stadler Vehicle OEM Replacement	Brake Overhauls/ABB Boards/Spare Engine/Brake Valves	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	Current FY19 authorized work	\$0
Stadler Vehicle Maintenance Total				\$1,182,326

DENTON COUNTY TRANSPORTATION AUTHORITY DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name:

Project Ranking:

Project Manager:

Phone:

Department:

Location:

Desired project timing:

Start Date:

Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

This project is for the federally mandatory Positive Train Control (PTC) implementation due by December 31, 2020. It is required under Rail Safety Improvement Act of 2008 (RSIA). The remainder of the project budget needs to be rolled over to FY21 for project completion.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

PTC project is 99% complete. It is in Extended Revenue Service Demonstration (RSD) phase and on target to be certified by the Federal Railroad Administration by December 31, 2020.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

This project was mandated by the federal government. FRA can officially stop DCTA rail operations if PTC was not implemented.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

This project is funded at 80% reimbursement by an FTA grant.

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Capital Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Life-to-Date thru FY 2020		Amount	\$	15,832,210
Fiscal Year	2021	Amount	\$	887,931
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	16,720,141

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number: TX-95-X079-00

Amount: \$ 12,500,000

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:	\$ 200,000.00	
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ 200,000.00	\$ -

Additional Estimated Revenue to be Generated: \$ -

PROJECT ANALYSIS

Operating:

Capital: ☒

Useful Life (Years):

*Complete additional information if capital  Justification: Acquisition/implementation of federally mandated safety system

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name:

Project Ranking:

Project Manager:

Phone:

Department:

Location:

Desired project timing:

Start Date:

Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Transit systems nationwide are having to adjust their schedules to incorporate Positive Train Control (PTC) technology. PTC makes the system safer but inherently causes delays. This has been the case with the Enhanced Automatic Train Control (E-ATC) system used by DCTA. However, the system can be fine tuned to offset delays caused by E-ATC. This would involve raising the existing track speeds and subsequently programming the signal system to accommodate the increased track speeds. DCTA received a Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant from the Federal Railroad Administration to help offset the additional costs. The total grant is \$4,000,000 and requires a 20% local match.

*Pre-award authority was granted in July 2019 for preliminary engineering required to finalize the project scope.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

The existing PTC system is in extended Revenue Service Demonstration (RSD) mode. We are awaiting final approval from the Federal Railroad Administration. The need for enhancements was identified during prolonged testing.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

The inherent delays caused by PTC implementation are having adverse effects on passenger commute time.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

This project will be funded by an 80% reimbursable Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant.

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Capital Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2020	Amount	\$	150,000
Fiscal Year	2021	Amount	\$	3,000,000
Fiscal Year	2022	Amount	\$	1,850,000
Fiscal Year		Amount		
Total Project Cost Estimate			\$	5,000,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number: FRA CRISI Grant

Amount: \$ 4,000,000

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -

Additional Estimated Revenue to be Generated: \$ -

PROJECT ANALYSIS

Operating:

Capital: ☒

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

Attachment 2

STATEMENT OF WORK

Denton County Transportation Authority

Positive Train Control Enhancements Project

Positive Train Control Systems Grants under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program, Fiscal Year 2018

I. AUTHORITY

Authorization	49 U.S.C. § 24407(c)(1) moved to 49 U.S.C § 22907 (c)(1)
Funding Authority/Appropriation	Consolidated Appropriations Act, 2018, Division L, Title I, Public Law 115-141 (2018 Appropriation)
Notice of Funding Opportunity (NOFO)	Notice of Funding Opportunity for Positive Train Control Systems Grants under the Consolidated Rail Infrastructure and Safety Improvements Program for Fiscal Year 2018, 83 FR 23328, May 18, 2018.

To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

II. BACKGROUND

This Agreement funds the deployment of: system/engineering design; implementation of wayside and Stadler Diesel Multiple Units onboard software modifications; dispatch software and hardware integration; testing; and, training (Project).

In response to the NOFO, the Denton County Transportation Authority (DCTA or Grantee) submitted an application for the Positive Train Control (PTC) Enhancements Project to fine-tune the PTC system. On August 23, 2018, Federal Railroad Administration (FRA) announced that the Grantee would receive an award up to \$4,000,000 (FRA Award) to complete the Project.

The Grantee is the railroad of record for the A-train commuter rail service in Denton County, TX. The A-train is a 21.3-mile commuter rail service connecting downtown Denton, Texas to the Green Line on the Dallas Area Rapid Transit's light rail transit network at the Trinity Mills Station. This service operates Stadler Diesel Multiple Units (DMU) on a single-tracked rail line with passing/siding tracks. During peak operation, four trains are in operation. There are five

stations on the route serving the cities of Denton, Lewisville, and Highland Village. The passenger service is temporally separated from very limited freight service (3-4 trains per week) on the southern seven miles of the line. The line does not extend beyond the northernmost station (the Downtown Denton Transit Center), and there is no through traffic.

The Grantee was mandated to implement a PTC system on all required route miles by December 31, 2018 per the PTC Enforcement and Implementation Act of 2015 (PTCEI Act). The Grantee elected to implement an Enhanced Automatic Train Control (E-ATC) system to meet the federal requirement. This system provides overspeed, train-train collision, work zone, and misaligned switch protection. DCTA has installed 100 percent of the E-ATC system, and has completed required training static and dynamic testing as of December 2018; DCTA is in extended Revenue Service Demonstration (RSD) as of April 2020.

During static and dynamic testing of the E-ATC system, the Grantee noticed an increase in the travel time of 10 minutes (i.e., delay) from the starting station to the ending station of the entire corridor, when there's no opposing train move (i.e., no train waiting in a siding). The delay is attributed to E-ATC. As a result, the critical concerns in its E-ATC implementation are the impact of the E-ATC operation on travel time and increased operating costs for dispatch operations. Furthermore, the existing long block lengths on the track will magnify the impact of work zones, mandatory directives, and temporary speed restrictions providing an even greater impact than E-ATC alone on passenger travel time and scheduling. Furthermore, the existing long block lengths on the track will magnify the impact of work zones, mandatory directives, and temporary speed restrictions on passenger travel time and scheduling. Through this Project, the Grantee will fine-tune the E-ATC system to address the delay issue (and anticipates reducing the average trip time to at least 6 minutes) with wayside modifications, as well as improve dispatch operations by integrating the train management dispatch system (TMDS) with the E-ATC Temporary Speed Restriction (TSR) server and modifying the onboard software on the Stadler DMUs.

All necessary planning and National Environmental Policy Act (NEPA) requirements have been completed. FRA issued a Categorical Exclusion (CE) for the Project on 8/23/2018. The CE is on file with FRA.

III. OBJECTIVE

The objective of the Project is to progress the implementation from PTC compliance to optimization of the E-ATC system, reduce travel time for passengers, and reduce operating costs through more efficient dispatch operations.

IV. PROJECT LOCATION

The Project will take place within the Grantee's existing right-of-way and certain offices. The Project elements will take place in the locations described below.

- Implementation of the wayside modifications will take place at locations (determined by signal design) along the 21.3 miles where overlay circuits will be added. Testing will take place in the entire 21.3 miles of DCTA alignment.
- Training will take place at the Grantee's Rail Operations and Maintenance facility in Lewisville, Texas.

V. DESCRIPTION OF WORK

Task 1: Project Administration

Project Administration includes all work that is necessary for the Grantee to manage this Project. The Grantee will prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Grantee and agency review durations) and a detailed Project Budget. Similarly, agreements governing the construction, operation and maintenance of the Project should also be included. The Detailed Project Work Plan, Budget, and Schedule will be reviewed and approved by the FRA.

The Grantee acknowledges that work on subsequent tasks will not commence until the Detailed Project Work Plan, Budget, and Schedule has been completed, submitted to FRA, and the Grantee has received approval in writing from FRA, unless such work is permitted by pre-award authority provided by FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement unless otherwise notified by FRA.

This task also includes the completion of reports as required in Attachment 1.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget, and Schedule
- Final Performance Report

Task 2: System/Engineering Design

The Grantee will conduct necessary activities to complete the system/engineering design as described in the Detailed Project Work Plan, and summarized in the following bullets:

- Track study to inform final design and the project scope details. The study will determine if the maximum authorized speed can be increased on the main track, siding track and curves. It will also identify the modifications that could be done on the track structure to increase the track speed (e.g., wayside modifications, super elevation modification, etc.).

- Revision of the wayside design to account for: 1) the existing E-ATC design does not account for electric locks not being hard-wired into the system; 2) E-ATC wayside software would be modified to include maximum authorized speed changes dictated from the track study implementation; 3) Additional wayside overlay track circuits to add granularity for time code change points in a block; 4) Design change on any grade crossings that might be impacted as a result of wayside design or track speed changes.
- Revision of the TMDS dispatch hardware and software programming to allow for integration with the E-ATC TSR server software and use of single office dispatch display screen. The Grantee will evaluate hardware needs (e.g., if a new server is needed) to support the integration. If hardware is needed, the Grantee will procure necessary hardware.
- Modification of the existing onboard DMU software and Alstom Ultracab software to include E-ATC configuration parameters and additional operational features introduced to improve system efficiency.

This task also includes the procurement of all necessary, relevant materials to complete the task and for implementation of activities described in Task 3.

Task 2 Deliverables:

- Final Design and requirements documents for completion of wayside modifications
- Final Design and requirements documents for the revised DMU onboard software.

Task 3: Implementation and Testing

• Subtask 3a: Implementation

The Grantee will implement wayside and DMU onboard software modifications as described in the Detailed Project Work Plan. The following bullets provide an overview of the planned activities:

- Wayside modifications: Wayside application software logic changes and all additional wayside overlay track circuits (to reduce E-ATC block lengths) through laying wiring and software modifications, electric lock integrations in the bungalows, grade crossing active warning device design changes including programming (software) changes and testing. The overlay track circuits will improve the granularity of the signal system to gain better visibility of the permanent speed restrictions that are ahead of the train.
- TMDS software and hardware integration with the E-ATC system. The TMDS software for the signal system and the E-ATC TSR server software need to be integrated so that the dispatcher has one screen for running trains equipped with E-ATC. The integration will help reduce the risk of human error of the dispatcher when two separate systems are used.
- Onboard software modifications to the DMUs: The DMUs were originally designed for an Interoperable Electronic Train Management System (I-ETMS) overlay PTC system. Since the Grantee is using an E-ATC system, the DMUs

controlling software needs to be modified with E-ATC parameters. The Alstom Ultracab software (E-ATC) will be modified to accommodate any operational efficiencies.

- **Subtask 3b: Testing**

Once subtask 3a is done, the Grantee will conduct system testing as described in the Detailed Project Work Plan. The following bullets provide an overview of the anticipated activities:

- Complete all static and dynamic system testing to determine how the wayside modifications described in subtask 3a have improved the delay time.
- Complete all necessary testing of the revised DMU onboard software.
- Complete all necessary testing of the newly integrated TMDS and E-ATC office hardware and software.

Task 3 Deliverables:

- Technical documentation (report) of the reduction in the system run time
- Copy of the revised user and operations/maintenance manual for the newly integrated TMDS-E-ATC screen

Task 4: Training

The Grantee will complete ‘train the trainer’ courses, as described in the Detailed Project Work Plan, for select personnel performed by a vendor. The courses will cover operations, mechanical, dispatch team, and wayside/signal equipment. As a result, personnel will be prepared to train new personnel.

Task 4 Deliverables:

- Copy of the syllabus for each of the train the trainer courses

VI. PROJECT COORDINATION

The Grantee shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Vendors/Contractors
- Dallas Garland and North Eastern (DGNO) Railroad
- FRA

VII. PROJECT MANAGEMENT

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. The Grantee will utilize its Project Management Policies and Procedures Manual in project delivery. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress through regular meetings scheduled throughout the period of performance. The Grantee will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement
- Comply with all FRA Project reporting requirements, including, but not limited to, providing the following information in the quarterly progress reports:
 - a. Status of project by task breakdown and percent complete
 - b. Changes and reason for change in project's scope, schedule and/or budget
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period
 - e. Updated Project schedule

Attachment 3**PROJECT SCHEDULE AND DELIVERABLES****Denton County Transportation Authority****Positive Train Control Enhancements Project****PTC Systems Grants under CRISI, FY18**

The period of performance for this Project will be as stated on the cover sheet of this Agreement. Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 4(b) of Attachment 1.

Approved Project Schedule

Task #	Task Name	Estimated Start Date	Estimated End Date
1	Project Administration	Continuous throughout duration of the Agreement	
2	System/Engineering Design	June 1, 2019	October 31, 2020
3	Implementation and Testing	January 1, 2021	June 30, 2021
4	Training	July 1, 2021	August 31, 2021

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction in order to be authorized for funding reimbursement and for the Project to be considered complete.

Deliverables

Task	Deliverable	Due Date
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Task	Deliverable	Due Date
1	Detailed Project Work Plan, Budget, and Schedule	Within 30 days of Agreement execution date
1	Final Performance Report	Within 90-day closeout period
2	Final Design and Requirements documents for completion of wayside modifications	December 31 2020
2	Final Design and Requirements documents for the revised DMU onboard software.	December 31 ,2020
3	Copy of the revised user and operations/maintenance manual for the newly integrated TMDS-E-ATC screen	December 31,2021
3	Technical documentation (report) of the reduction in the system run time	September 30,2021
4	Copy of the syllabus for each course that the newly trained train the trainer personal will be presenting to train other railroad personnel	December 31,2021

Attachment 4**APPROVED PROJECT BUDGET****Denton County Transportation Authority****Positive Train Control Enhancements Project****PTC Systems Grants under CRISI, FY18**

The total estimated cost of the Project is \$5,000,000, for which the FRA grant will contribute up to 80% of the total cost, not to exceed \$4,000,000. The Grantee's Non-Federal Contribution is comprised of cash contributions only in the amount of \$1,000,000. Any additional expense required beyond that provided in this Agreement to complete the Project shall be borne by the Grantee.

In a letter to Grantee dated 5/07/2019, FRA authorized the incurrence of certain pre-agreement costs on or after 6/01/2019 for Task 2 in the amount of \$150,000, of which \$120,000 is Federal Contribution and \$30,000 is Non-Federal Contribution, in anticipation of the execution of this Agreement. Such costs are allowable only to the extent that they are otherwise allowable under the terms of this Agreement.

Project Estimate by Task

Task #	Task Name	Federal Contribution	Non-Federal Contribution	Total Cost
1	Project Administration	\$80,000	\$20,000	\$ 100,000
2	System/Engineering Design	\$2,800,000	\$700,000	\$3,500,000
3	Implementation and Testing	\$960,000	\$240,000	\$ 1,200,000
4	Training	\$160,000	\$40,000	\$200,000
Total Project Cost		\$4,000,000	\$1,000,000	\$5,000,000

Revisions to the Approved Project Budget shall be made in compliance with Attachment 1 of this Agreement. The Grantee will document expenditures by task, and by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

Project Estimate Contributions

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
-----------------------	------------------------------------	---

Federal Contribution (FRA Award)	\$ 4,000,000	80%
Non-Federal Contribution (Grantee)	\$ 1,000,000	20%
Total Project Cost	\$ 5,000,000	100%

Attachment 5

PERFORMANCE MEASUREMENTS

Denton County Transportation Authority

Positive Train Control Enhancements Project

PTC Systems Grants under CRISI, FY18

The table below contains the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess Grantee's progress in achieving strategic goals and objectives. The Grantee will report on these performance measures per the frequency and duration specified in the table.

Upon Project completion, Grantee will submit reports comparing the Actual Project Performance of the new and or improved asset(s) against the Pre-Project (Baseline) Performance and Expected Post-Project Performance as described in Tables 1-3 below. Grantee need not include any analysis in addition to the described data; however, Grantee is welcome to provide information explaining the reported data. Grantee will submit the performance measures report to the Regional Manager one time upon Project completion.

Table 1: PTC Training - Performance Measurement			
Performance Measure	Description of Measure	Measurement	Reporting
PTC Training	Training funded by the project aligns with the railroad's 49 CFR §§236.1041–1043 compliant PTC training program, and all training associated with the project is successfully completed in compliance with 49 CFR §§236.1041–1049.	Pre-Project (Baseline) Performance as of 10/26/18: No	Actual Performance after Project Completion: Comparison of actual performance of asset(s) versus the baseline and expected post-project performance.
			Frequency: Upon project

			completion
		Expected Post-Project Performance: Yes	Duration: One time

Table 2: PTC Testing - Performance Measurement			
Performance Measure	Description of Measure	Measurement	Reporting
PTC Testing	Confirmation that the railroad has obtained FRA approval to conduct field testing of the PTC system, and that all field testing associated with the project has been satisfactorily completed.	Pre-Project (Baseline) Performance as of 08/23/2018: No	Actual Performance after Project Completion: Comparison of actual performance of asset(s) versus the baseline and expected post-project performance.
			Frequency: Upon project completion
		Expected Post-Project Performance: Yes	Duration: One time

Table 3: PTC Equipment and Software Conformance - Performance Measurement			
Performance Measure	Description of Measure	Measurement	Reporting
PTC Equipment and Software Conformance	Confirmation that the PTC components (e.g. wayside signal equipment, locomotive equipment, IT equipment, software) that will be procured as part of the project conform with the PTC system and interoperability requirements (if any) identified in the FRA approved	Pre-Project (Baseline) Performance as of 08/23/2018: No	Actual Performance after Project Completion: Comparison of actual performance of asset(s) versus the baseline and expected post-project performance.

	PTC Implementation Plan.		Frequency: Upon project completion
		Expected Post-Project Performance: Yes	Duration: One time

DENTON COUNTY TRANSPORTATION AUTHORITY DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Projects that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Brownfield Remediation (Project Rollover)

Project Ranking: High

Project Manager: Ann Boulden

Phone: X5112

Department: Planning and Development

Location: Rail O&M

Desired project timing:

Start Date: FY 2017

Completion Date: March 30, 2021

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

This project represents the completion of the Brownfield Remediation project. The Rail O&M facility is located on an unpermitted landfill. In 2019 we began a project to remove surface debris from the vacant property because of safety concerns. We then received an Environmental Protection Agency (EPA) grant to complete a Phase 2 Environmental Assessment. The assessment has been completed and found no actionable contaminants other than some restrictions to use of ground water. The site must be officially closed with the Texas Commission on Environmental Quality (TCEQ). This requires a Municipal Site Designation (MSD) from the City of Lewisville. All appropriate documents have been filed and we are waiting on public meetings that the City is required to conduct. Once that is complete we can file for closure certificate.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

The project is approximately 85% complete. The remaining work includes final documentation and a Municipal Site Designation (MSD) from the City of Lewisville. This requires public meetings that have been delayed due to COVID-19, but the original project schedule allowed up to 18 months to complete the paperwork with the State.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Physical work on the project is complete. Debris has been removed and Phase 2 testing has been completed. We are partnering with the City of Lewisville to obtain a "Municipal Site Designation" and then close the site with TCEQ. The MSD has been delayed. If the balance of the project funds are not available, we will not be able to close the site and there may be restrictions on future use.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

\$178,200 of the project cost was funded by an EPA grant. As part of our application, DCTA agreed to fund the balance of the project with local funds. All available grant money has been drawn down.

Requested project has been included in the Long Range Financial Plan and Proposed FY21 Capital Budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Life-to-Date thru FY 2020		Amount	\$	341,248
Fiscal Year	2021	Amount	\$	43,752
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	385,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number: EPA/BF-01F37901-0 (depleted)

Amount: \$ 178,200

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated: \$ -

PROJECT ANALYSIS

Operating: ☐ X

Capital: ☐

Useful Life (Years): ☐

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:



Legend

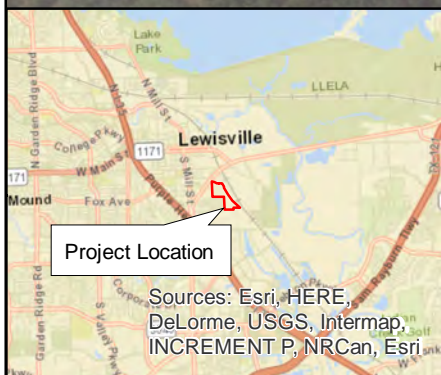


Project Limits

Rail O&M Facility

Exhibit 3:
Aerial Photograph Map

DCTA
530



	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 01F37901		DATE OF AWARD 08/29/2017	
			MODIFICATION NUMBER: 0			
			PROGRAM CODE: BF		MAILING DATE 09/05/2017	
			TYPE OF ACTION New		PAYMENT METHOD:	
RECIPIENT TYPE: Other			Send Payment Request to: Las Vegas Finance Center			
RECIPIENT: Denton County Transportation Authority 1955 Lakeway Drive Lewisville, TX 75057-6440 EIN: 68-0569464			PAYEE: TX DCTA - Denton County Transportation Authority 1955 Lakeway Drive Lewisville, TX 75057-6440			
PROJECT MANAGER Ann Boulden 1955 Lakeway Drive Lewisville, TX 75057-6440 E-Mail: aboulden@dcta.net Phone: 972-966-5112		EPA PROJECT OFFICER Denise Williams Superfund Division, 6SF-VB E-Mail: Williams.Denise@epa.gov Phone: 214-665-9749		EPA GRANT SPECIALIST Lisa Kapsh Grants Program Section, 6MD-CG E-Mail: Kapsh.Lisa@epa.gov Phone: 214-665-7335		
PROJECT TITLE AND DESCRIPTION Lewisville Maintenance Facility Phase II Subsurface Investigation Project This assistance agreement will provide funding for Denton County Transportation Authority to conduct one Phase II Environmental Site Assessment (ESA). The project will include project oversight, community involvement, assessment planning, contractor procurement, and cleanup planning for the Brownfields site located at their Lewisville Maintenance Facility, Lewisville, Texas. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.						
BUDGET PERIOD 10/01/2017 - 09/30/2020		PROJECT PERIOD 10/01/2017 - 09/30/2020		TOTAL BUDGET PERIOD COST \$178,200.00		
				TOTAL PROJECT PERIOD COST \$178,200.00		
NOTICE OF AWARD						
Based on your Application dated 12/20/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$178,200. EPA agrees to cost-share 100.00% of all approved budget period costs incurred; up to and not exceeding total federal funding of \$178,200. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS Grant Programs Section, 6MD-CG 1445 Ross Avenue, Suite 1200 Dallas, TX 75202-2733			ORGANIZATION / ADDRESS U.S. EPA, Region 6 Superfund Division (6SF) 1445 Ross Avenue, Suite 1200 Dallas, TX 75202-2733			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
Digital signature applied by EPA Award Official Donna Miller - Chief, Grant Programs Section					DATE 08/29/2017	

EPA Funding Information

BF - 01F37901 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 178,200	\$ 178,200
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 178,200	\$ 178,200

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
DCTA	1706BFG015	17	E4	0600AG7	301D79	4114	G600NY00	-	89,100
DCTA	1706BFG015	17	E4	0600AG7	301D79XBP	4114	G600OR00	-	89,100
									178,200

Budget Summary Page: Phase II Environment Site Assessment

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$178,200
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$178,200
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$178,200
12. Total Approved Assistance Amount	\$178,200
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$178,200
15. Total EPA Amount Awarded To Date	\$178,200

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

A. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **Debora Bradford, SDB Coordinator** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to [R6 EPA Grants Programs@epa.gov](mailto:R6_EPA_Grants_Programs@epa.gov). The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Texas Commission on Environmental Quality** as follows:

MBE: CONSTRUCTION 7.34%; SUPPLIES 19.37%; SERVICES 12.98%; EQUIPMENT 19.57%

WBE: CONSTRUCTION 10.60%; SUPPLIES 14.15%; SERVICES 23.70%; EQUIPMENT 19.64%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Texas Commission on Environmental Quality**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

Assessment Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Assessment Cooperative Agreements awarded under CERCLA § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term “assessment” includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved workplan.

A. Federal Policy and Guidance

1.
 - a. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2017 competition for Brownfields assessment cooperative agreements.
 - b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
 - c. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean

Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment cooperative agreements generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfields Site Determinations

1.
 - a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA § 107 and/or has defenses to liability.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
2.
 - a. For any petroleum contaminated brownfield site that is not included in the CAR's

EPA approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
- (2) the State determines there is "no viable responsible party" for the site;
- (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate petroleum program official. Refer to EPA's FY17 Proposal

Guidelines for Brownfields Assessment Grants, EPA-OLEM-OBLR-16-08 for discussion on this element.

- b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in Section II.A.2.a. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.2.a. above.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

- 1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
- 2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer. Alternatively, EPA may terminate this agreement under 2 CFR 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR 200.339 if EPA determines that insufficient progress was not the fault of the CAR. For purposes of assessment cooperative agreements, the CAR demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition cooperative agreements "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.
- 3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

B. Substantial Involvement

- 1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities by the Project Officer such as monitoring, reviewing project phases, and approving

substantive terms included in professional services contracts.

- b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in Section I.B. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition does not allow the subrecipient to use EPA funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA. (See Section III.C.3. for more information on subawards.)
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in Term and Condition III.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
 - c. The CAR and its subrecipients remain responsible for incurring costs that are allowable under 2 CFR Part 200 Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

- 1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
- 2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors comply with the terms and conditions of this agreement.
- 3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.
- 4. The CAR is responsible for ensuring that EPA's Brownfields assessment funding received under this cooperative agreement, or in combination with any other previously awarded Brownfields Assessment cooperative agreements does not exceed the \$200,000 funding limitation for an

individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.

5. CARs expending funding from a community-wide assessment cooperative agreement must include this amount in any total funding expended on the site.
6. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the Brownfield assessment cooperative agreement, versus any other funding source used to help accomplish project activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. quarterly progress reports must include:
 - a. Summary and status of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones; including an explanation of any

- discrepancies from the approved workplan.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.
3. If the CAR makes any subawards under this agreement, then it becomes a pass-through entity under the "Establishing and Managing Subaward" General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under 2 CFR 200.331(d), including the following information on subawards as part of the CAR's quarterly performance reporting:
 - a. Summaries of results of reviews of financial and programmatic reports.
 - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
 - c. Environmental results the subrecipient achieved.
 - d. Summaries of audit findings and related pass-through entity management decisions.
 - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.
 4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
 5. In accordance with 2 CFR 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, institution controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

F. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:
 - a. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction or site reuse projects as a result of this agreement, and provide the opportunity for attendance

and participation by federal representatives with at least ten (10) working days' notice.

- b. To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
- c. Project Outreach Materials
 - i) If any document, fact sheet, and/or web material are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."
 - ii) If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <http://www.epa.gov/ogd/tc.htm>.

G. Final Technical Cooperative Agreement Report with Environmental Results

- 1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

H. Conflict of Interest

- 1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subaward to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
 - (i) The affected party,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k);
 - c. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV.B.; and
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable under Section IV.B.2.; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for brownfield program development and implementation (including monitoring of health and institutional controls).

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another federal grant) unless there is specific statutory authority;

- f. To pay for a response cost at a brownfields site for which the CAR of the cooperative agreement or subaward recipient is potentially liable under CERCLA § 107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 200 Subpart E.
- 2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.
 - a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards at* 2 CFR 200 and 2 CFR 1500. Direct costs for cooperative agreement administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the CAR is required to carry out the activity under the cooperative agreement. Costs incurred to report quarterly performance to EPA under the cooperative agreement are eligible.
 - b. Ineligible cooperative agreement administration costs include direct costs for:
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 2 CFR 1500.6;
 - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
 - (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
 - (6) Preparing payment requests and handling payments under 2 CFR 200.305;
 - (7) Non-federal audits required under 2 CFR 200 Subpart F; and
 - (8) Close out under 2 CFR 200.343.
- 3. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an

Indian tribe; or

- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR 1500.7, during the performance period of the cooperative agreement the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of cooperative agreement funds and program income (i.e. fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.
 - c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

V. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfields assessment, the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

C. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate

Inquiries Final Rule (40 CFR 312). A suggested outline for an AAI final report is provided in “All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content”, (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed “All Appropriate Inquiries Final Rule: Reporting Requirements Checklist for Assessment Grant Recipients” (Publication Number: EPA 560-R-10-030) that EPA’s Project Officer will provide to the recipient. The checklist also is available to CARs on EPA’s website at www.epa.gov/brownfields.

- a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
- b. An identification of “***significant***” ***data gaps*** (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
- c. ***Qualifications and signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.”
 - “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I” or “We.”

- d. In compliance with §312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents

must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR 200.338 through 2 CFR 200.342. If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 2 CFR 200.342.

D. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved workplan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

VII. PRE-AWARD COSTS

In accordance with 2 CFR 1500.8, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from 90 days prior to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

VIII. PAYMENT AND CLOSEOUT

A. Payment Schedule

DRAFT Assessment T&C 5/20/05

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 90 days after the end date of the period of performance or the termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement or 2 CFR Part 200.

a. The CAR must submit the following documentation:

(1) The Final Technical Cooperative Agreement Report as described in Section III.G. of these Terms and Conditions.

(2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg C, Rm 503
Las Vegas, NV 89119
<https://www.epa.gov/financial/grants>

(3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.

- b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
- c. The CAR must immediately refund to EPA any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other cooperative agreements.

Board of Directors Memo

August 27, 2020

SUBJECT: Discuss Financial Management Policies and Annual Investment Policy for FY2021

Background

DCTA Financial Management Policies are presented at the start of each fiscal year. The Investment Policy is included in the Financial Management Policies document. It is the intent of DCTA to comply with state and federal law. The Texas Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act") governs investment of public funds at the state level. The Act requires that the Board of Directors review and adopt the Investment Policy annually.

It is the policy of DCTA that the administration and investment of its funds shall be handled in a manner that maintains the highest public trust. Investments shall be made that provide the maximum security of principal invested while meeting the daily cash flow needs of DCTA and conforming to all applicable state statutes governing the investment of public funds. While DCTA staff strives to maximize the yield on our investments, increasing the market yield-to-maturity is secondary to the requirements for safety and liquidity.

The last adoption by the Board of the DCTA Investment Policy was on October 24, 2019. DCTA contracts with Hilltop Securities Asset Management for investment advisory services. The policy has been reviewed by Hilltop to ensure that all the necessary language as required by the Act is present in the written DCTA Investment Policy document. Included for your reference is the letter from Hilltop confirming their review of the investment policy. Hilltop is not recommending any changes to the policy for FY2021.

In connection with investment transactions conducted between Hilltop and DCTA, Hilltop has provided as required under the Act a certification that they have reviewed the entity's investment policy. In addition, Hilltop has provided to DCTA a copy of its current SEC Form ADV Part II, as required by Securities and Exchange Commission Regulation Section 275.204-3. These documents are available in the DCTA Finance Department.

In addition to slight language and formatting adjustments for ease of reading, the attached red-lined document incorporates the following changes:

- Simplified calculation for minimum Capital Replacement Fund requirement
- Included language from Administrative Fee Policy approved by the DCTA Board on April 23, 2020
- Revised definition of budget transfers and amendments to simplify process for transfers that have no net financial impact
- Clarified Cost Allocation section to emphasize correlation with grant reimbursement requests

Identified Need

This item is required to fulfill the legal requirements for an annual review and approval of the Investment Policy as well as the review requirements included in the Financial Management Policies.

Exhibits

Exhibit 1: Draft Proposed Financial Management Policies including Investment Policy

Exhibit 2: Investment Policy Review Letter

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 Financial Management Policies

(Draft as of August 2020)

Deleted: Adopted October 2019

Operating Policies

Purpose

The Comprehensive Financial Management Policy assembles the Denton County Transportation Authority's (DCTA) financial policies in one document. They are the tools to ensure that DCTA is financially able to meet its immediate and long-term service objectives. The individual policies contained herein serve as guidelines for both the financial planning and internal financial management of DCTA consistent with provisions of Chapter 460 of the Texas Transportation Code and adopted DCTA Bylaws.

DCTA is accountable to its constituents for the use of public dollars. Resources must be wisely used to ensure adequate funding for the operations, services, facilities, and infrastructure necessary to meet present and future needs. These policies help safeguard the fiscal stability required to achieve DCTA's goals and objectives.

Review

DCTA Financial Management Policies are presented to the Board of Directors for review, discussion, and approval at the start of each fiscal year.

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Objectives

In order to achieve its purpose, the Financial Management Policies have the following objectives for DCTA's fiscal performance:

- a. To enable the DCTA Board of Directors (the Board) to establish and manage policy decisions that have significant impact on the agency.
- b. To set forth operating principles that minimize the cost of government and financial risk.
- c. To employ balanced and fair revenue policies that provide adequate funding for desired services and programs.
- d. To maintain appropriate financial capacity for present and future needs.
- e. To promote sound financial management by providing accurate and timely information on DCTA's financial condition.
- f. To protect DCTA's credit rating and provide for adequate resources to meet the provision of DCTA's obligations on all its debt.
- g. To ensure the appropriate use of financial resources through an effective system of written and audited internal controls.
- h. To promote cooperation and coordination with other governments, agencies and the private sector in the financing and delivery of services.
- i. To establish long-term objectives for the financial operations of DCTA.
- j. To ensure an optimum balance between demand for service and resources to provide those services.

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Reserve Fund Policies

Adequate reserve levels are a necessary component of DCTA's overall financial management strategy and a key factor in external agencies' measurement of DCTA's financial strength. Funding priorities will be in the order listed and be reflected in the agency's long range financial plan:

- a. It will be the policy of DCTA to maintain a Fund Balance Reserve Fund that is equal to three months of the total budgeted operating expenses (~~excluding capital project expenses~~) for the fiscal year. This Fund Balance Reserve is maintained to address unanticipated emergencies and may be allocated with approval by the Board if there are not sufficient resources in unrestricted net position. An annual contribution will be budgeted from general operating resources, as available, to maintain the target reserve level.
- b. It will be the policy of DCTA to maintain a Sales Tax Stabilization Fund. This Fund will be used to stabilize revenue received from sales tax in times of economic downturn and will be equal to three percent (3%) of annual budgeted sales tax.
- c. It will be the policy of DCTA to maintain a Capital Replacement/Infrastructure Maintenance Fund (State of Good Repair) to provide funding for maintenance of capital assets and infrastructure at a sufficient level to protect DCTA's investment and maintain appropriate service levels.
- d. It will be the policy of DCTA to maintain a Fuel Stabilization Fund. On average, the Fuel Stabilization Fund will be equivalent to \$0.50 per gallon of budgeted fuel. This will be reviewed each year during the budget process. This fund will be used to mitigate significant fluctuations in fuel prices each year.

Contributions to the Sales Tax Stabilization, Capital Replacement/Infrastructure Maintenance, and Fuel Stabilization Funds will be made from available funds as identified in the annual budget or amended budget. The Chief Financial Officer (CFO) shall make a recommendation to the Board ~~regarding~~ transfers to and from reserve funds. The Board shall authorize the transfers as deemed appropriate at the time. Guidelines for transfers and contributions are as follows:

- a. All transfers for expenses from reserve accounts shall require prior Board approval unless previously and specifically authorized by the Board in the annual budget or amended budget.
- b. Capital Replacement Fund will at a minimum be an amount equivalent to twenty percent (20%) of bus fleet replacement costs (reflective of anticipated grants) plus ~~an additional \$500,000~~. (Example - FY21 Bus Fleet replacement: \$1.87 million X 20% = \$374,020. Minimum Capital Replacement Fund requirement: \$374,020 + \$500,000 = \$874,020).
- c. Infrastructure Maintenance – Available funds, within limitations of current long range financial plan, in accordance with assessed capital needs which shall be reviewed during the annual budget process.

If after procedures as outlined in the adopted Budget Contingency Plan have been met, and a severe economic downturn or other emergency requires draw down of Fund Balance Reserve or Sales Tax Stabilization funds, it will be a priority to replenish fund balances. Fund balances will be replenished within three (3) years, from any year-end budget surpluses. These surpluses may be achieved through expense reductions or through higher than anticipated revenues. The long range financial plan and annual budget will specifically outline the timeframe and plan for fund balance replenishment.

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Revenue Policies

- a. To the extent possible, a diversified and stable revenue system will be maintained to shelter service delivery from short-run fluctuations in any one revenue source due to changes in economic conditions. Trends analyzing the dependence on distinct revenue sources shall be included in the budget documents for consideration by the Board.
- b. Revenue forecasts will assess the full spectrum of resources that can be allocated for service delivery. Each year the Board shall review potential sources of revenue as part of the annual budget process.
- c. Revenue forecasts shall be realistically estimated and based on the best information available. DCTA shall use a conservative, objective and analytical approach when preparing revenue estimates and follow a vigorous policy of collecting revenues. Shortfalls anticipated based on this forecast will be addressed as follows:
 - i. Short-term (anticipated less than one year) economic downturns and temporary gaps in cash flow: Expense reductions or restrictions may be imposed as outlined in the Budget Contingency Plan adopted as part of the annual budget by the Board. The Board may approve a contribution from the Sales Tax Stabilization Fund or Fund Balance Reserve Fund to address temporary downturns in revenues.
 - ii. Long-term (greater than one year) revenue downturns: Deficit financing and borrowing to support on-going operations is not the policy of DCTA. Revenue forecasts will be revised. Expenses will be reduced to conform to the revised long-term revenue forecast and fare increases will be considered.
- d. All potential grants shall be carefully examined for matching requirements. Some grants may not be accepted if the local matching funds cannot be justified. Grants may also be rejected if programs must be continued with local resources after grant funds are exhausted.
- e. DCTA shall develop and maintain fair and equitable fares for all public transportation services which it operates. A fare structure establishing a base fare, categories of prepaid fares and special fare programs shall be adopted by the Board and reviewed no less than every two years. The fare structure should be competitive and offer seamless integration for passengers within the regional transportation system.
- f. Services provided on a contract basis will be charged at rates in accordance with DCTA's Administrative Fee Policy as approved by the Board of Directors.
 - Contracts for service delivered to local Universities and Colleges within member cities must recover a minimum of 75% of total operating and capital costs. Contracts for services delivered outside member cities must recover 100% of total operating and capital costs.
 - An overhead percentage shall be calculated annually based on DCTA's cost allocation model to determine the percentage of allocated, indirect costs in proportion to direct costs. A three percent (3%) fee shall be added to this overhead percentage for all contract services delivered outside member cities. This calculated overhead percentage, plus 3%, shall be used as the Administrative Fee added to direct costs. In no case shall the Administrative Fee be less than 60% without prior approval of the DCTA Board of Directors.
 - The President/CEO or designee is authorized to implement this policy and to issue more

Deleted: may be set at levels sufficient to cover the entire cost of service delivery, or the service may be subsidized, as the Board deems appropriate. DCTA will systematically review fees and consider adjustments as necessary to take into account the effects of additional service costs and inflation. Studies shall be conducted to ensure that the fees will continue to support direct and indirect costs of operations, administration, maintenance, debt service, depreciation of capital assets, and moderate system expansion. Based on a market analysis, fees for similar services in other communities may also be considered. The criteria used to evaluate recommended target rates (equity, cost recovery policy, market demand, etc.) shall be included in the review. Such review should be scheduled periodically and be incorporated into the budget process for possible action by the Board.

detailed procedures to facilitate implementation of the policy as needed. All agreements developed under this policy and any proposed deviations from this policy will be brought to the Board for prior review and approval.

- g. DCTA will review contracts and leases which result in revenues to DCTA on a timely basis for careful consideration by the Board.

Expense Policies

DCTA will only propose operating expenses which can be supported from on-going revenues. Before undertaking any agreements that would create fixed on-going expenses, the cost implications of such agreements will be fully determined for current and future years. Capital expenses may be funded from one-time revenues, but the operating budget expense impacts of capital expenses will be reviewed for compliance with this policy provision.

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- a. Vice Presidents are responsible for managing budgets within the total appropriation. DCTA will conduct a regular review and analysis of major expense categories to help assure the most efficient use of resources.
- b. DCTA will maintain expense categories according to state statute and administrative regulation.
- c. Emphasis is placed on improving individual and work group productivity rather than adding to the work force. DCTA will consider investing in technology and other efficiency tools to maximize productivity. DCTA will hire additional staff only after the need for such positions has been demonstrated and documented.
- d. All compensation planning will focus on the total cost of compensation, which includes direct salary, health care benefits, pension contributions, training allowance, and other benefits of a non-salary nature, which are a cost to DCTA. A compensation study shall be conducted every three (3) years to ensure that DCTA maintains a competitive position in the market, with a goal to stay at the mid-point of the market range.

Accounting, Auditing and Financial Reporting

DCTA will maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide effective means of ensuring that overall DCTA goals and objectives are met:

- a. Accounting Records and Reporting: DCTA will maintain its accounting records in accordance with state and federal regulations. Financial statements will conform to generally accepted accounting principles (GAAP) of the Governmental Accounting Standards Board (GASB).
- b. Auditing: As required under Chapter 460.402 of the Texas Transportation Code, an outside independent CPA firm will annually perform the DCTA's financial audit. Results of the annual audit will be provided to the Board in a timely manner. The external audit firm is accountable to the Board of Directors and will have access and direct communication with the Board. The Single Audit Report will be prepared and presented to the Board by the external auditors along with the audited financial statements. The Single Audit Report shall list the status and current operations of all federal, state and local grant funds awarded and received.

- c. Simplified Fund Structure. To the extent possible, DCTA will minimize the number of Funds.

The Finance Department will develop, maintain, and consistently seek to improve cash management systems which ensure the accurate and timely accounting, investment, and security of all cash assets.

Budget and Operating Policies

- a. Decisions of the Agency will be within the context of the long range financial plan and the long range service plan. Staff shall provide a review of the implications of budgetary proposals on the long range financial plan.
- b. The budget is designed to communicate DCTA's financial goals and objectives to its stakeholders by describing the service to be provided, the cost of the service, the proposed allocation of funds and revenue sources used to pay for the service. DCTA is committed to a balanced budget, where current year expenses do not exceed current year revenues and applicable/specific reserve balances.
- c. Chapter 460.403 of the Texas Transportation Code requires the Board to prepare an annual budget. The annual budget shall be developed consistent with state law and in a manner which encourages early involvement with the public and the Board. A calendar of events related to budget development shall be presented to the Board each year prior to the start of the annual budget process.
- d. The Finance Department will maintain a system for monitoring the DCTA's budget performance. The system will provide the Board with monthly and/or quarterly information in a timely manner on fund level resource collections and category level expenses.
- e. Budget Revisions: The budget should be adjusted during the budget period should unforeseen events require changes to the original budget plan. The budget is a plan based on a set of assumptions that may not always match actual experiences during the execution phase. DCTA staff shall watch for significant deviations from expectations and make adjustments so that the plan is consistent with revised expectations as follows:
 - i. Operating Fund Expenses:
 - 1. DCTA is required to control operating costs and maintain the total expenses incurred at or below the total annual adopted Operating Expenses budget or budget as amended.
 - 2. The Chief Executive Officer (CEO) may authorize budget transfers between expense categories and departments, in an aggregate amount – not to exceed 5% of the total annual Operating Expenses budget without Board approval.
 - 3. The Board may authorize a Budget Amendment for approval of new contracts and unbudgeted expenses when available savings cannot be identified within the operating or capital budget.
 - ii. Capital Project Fund Expenses:
 - 1. Expenses for capital projects must be approved within the fiscal year capital project budget; or
 - 2. By Board approval of any increase to an existing capital project budget that is not offset by savings within the operating or capital budget; or
 - 3. The addition of a new capital project during the fiscal year approved by Budget

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Amendment.

- iii. All DCTA amendments and transfers will be reflected in the appropriate period for the budget year and long range financial plan.

f. Definitions:

- i. Budget Amendment – Shall mean a net change in the total adopted fiscal year budget (operating + capital) based on the following criterion:

- 1. A net change in the budgeted expenses (operating + capital), to include:
 - (a) addition of a new capital project; (b) increase in Capital Projects Fund annual appropriation that is not offset by identified savings within the operating or capital budget; (c) addition of operating expenses that are not offset by identified savings within the operating or capital budget.
- 2. A resolution approved by the DCTA Board of Directors is required to authorize an amendment as specified in Section e.

- ii. Budget Transfers – Shall mean transfer of funds between the following:

- 1. Departments, expense line items, or capital projects that neither increase nor decrease the total adopted budget (operating + capital).
- 2. If budgeted expenses associated with a capital project are deemed operating, the capital project budget will be decreased and transferred to the appropriate operating budget.

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- g. A Budget Contingency Plan will be adopted each year as part of the annual budget process. This allows DCTA to be positioned to respond quickly to economic or market fluctuations. The Plan shall identify triggers, key action plans and monitoring processes to allow DCTA to effectively recover and/or adjust to serious downturns.

- h. Accurate inventories of all physical assets, their condition, life spans, and cost will be maintained to ensure proper stewardship of public property. The CFO will establish policies and appropriate procedures to account for fixed assets, including establishing the threshold dollar amount for which fixed asset records are maintained and how often physical inventories are taken. A physical inventory will be conducted no less than every two (2) years.

Purchase and Disposal of Assets

DCTA will follow and maintain purchasing procedures that comply with applicable State and Federal Laws and Board resolutions and policies regarding procurement. The policy of the Board of Directors is to:

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- a. Provide equal access to all vendors participating through competitive acquisition of goods and services.
- b. Conduct the procurement process and disposal of property in a manner that promotes and fosters public confidence in the integrity of DCTA's procurement procedures.
- c. Protect the interest of entities providing financial support without regard to any undue influence or

political pressure.

Federal Funds: When procurement involves the expense of federal funds, purchasing shall be conducted in accordance with all applicable federal laws or regulations.

Grant Funds: When procurement involves the expense of grant funds, purchasing shall be conducted in accordance with all applicable grant laws or regulations.

Emergency procurement: The CEO or his/her designated agent may make or authorize others to make emergency procurements of materials, supplies, equipment or services when there exists a threat to public health, welfare, or safety. The officers of the Board will be notified immediately of such action. State laws relating to emergency purchases shall be followed.

Cost Allocation

Should DCTA choose to include indirect costs in its grant reimbursement requests, DCTA ~~will~~ comply with all laws and recommendations in calculating and receiving full cost recovery for services rendered ~~and for allocating appropriate indirect costs.~~

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Cost allocation is a method to identify and distribute indirect costs. Direct costs are costs assignable to a specific objective, whereas indirect costs are costs incurred for multiple cost objectives or not assignable to a specific cost objective without effort disproportionate to the benefit received. Should DCTA choose to include indirect costs in its grant reimbursement requests, DCTA will prepare ~~and seek funding agency approval of a~~ cost allocation plan to identify direct and indirect costs to use for recovering allowable costs under OMB Circular A-87. The plan will be prepared consistent with guidelines established by:

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The Federal Office of Management and Budget (OMB) Circular A-87

OMB Circular A-87 establishes cost principles for State, local, and Indian Tribal Governments for determining costs for Federal Awards. Item 5 of the Circular states that, "The principles are for determining allowable costs only." In defining allowable costs, the Circular provides a definition of allocable costs on Attachment A, paragraph C.3.a, "A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received." The Circular further outlines costs that are allowable for charging the Federal government and distinguishes those that are specifically excluded from recovery.

Governmental Accounting Standards Board (GASB)

GASB is the independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments. While GASB is not a governmental agency and does not have enforcement authority, compliance with GASB is tested by the external auditor in the annual audit of DCTA.

Debt Management Policy

The objectives of the DCTA's Debt Management Policy will be:

- a. To minimize the use of debt to the effect that debt service payments will be a predictable and manageable part of the operating budget.
- b. Utilize debt as the last resort, to raise capital at the lowest cost, consistent with the need to borrow.

These will be accomplished by:

- a. Securing and maintaining a high credit rating if appropriate to reduce the cost of borrowing.
- b. Maintaining a good reputation in the credit markets by implementing and maintaining a sound capital program and managing the annual budget responsibly.
- c. Selecting professional service providers (underwriters, financial advisors, bond insurers, etc.) through negotiation, RFQ process or as defined for professional services under DCTA's procurement procedures.
- d. Issuing debt on a competitive basis (except when conditions make a negotiated sale preferable) and awarding to the bidder who produces the lowest true interest cost and underwriting cost. Revenue bonds can be issued through a negotiated sale when the issue is unusually large, the project is speculative or complex, the issue is a refunding, or the market is unstable:
 - i. Long-term debt issued will not exceed the life of the projects financed. Current operations will not be financed with long-term debt.
 - ii. Short-term borrowing will not be used for operating purposes.
- e. Complying with continuing disclosure reporting requirements and the obligation to inform the Municipal Securities Rulemaking Board through the EMMA website (Electronic Municipal Market Access) of any and all continuing disclosure documents and annual financial statements. The DCTA's annual audited financial report will be sent to EMMA as soon as the external auditor issues the report and it has been approved by the Board of Directors, within six months after the fiscal year end.
- f. Ensuring no debt is issued for which DCTA is not confident that a sufficient, specifically identified revenue source is available for repayment. The CFO shall prepare an analytical review for this purpose prior to the issuance of any debt.
- g. Limiting bonded indebtedness to a level that:
 - i. permits sufficient borrowing to support a reasonable level of capital programming;
 - ii. maintains a debt amortization schedule within DCTA's ability to pay; and
 - iii. supports DCTA's credit rating objectives.
- h. Considering credit enhancements only after a cost/benefit analysis has been completed for each bond issue.
- i. Maintaining debt service reserve accounts as required by bond ordinances and where deemed advisable by the Board. DCTA shall structure such debt service reserves to avoid violation of IRS arbitrage regulations.
- j. Maintaining debt service coverage ratios as required for any bond issues but not less than an internal

debt service coverage of 1.25X.

INVESTMENT POLICY

I. POLICY STATEMENT

The Denton County Transportation Authority (DCTA) policy stipulates that the administration of its funds and the investment of those funds shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of DCTA. DCTA's investments will conform to all applicable state statutes governing the investment of public funds.

Effective cash management is essential to good fiscal management. Cash management is defined as the process of managing monies to ensure maximum cash availability. DCTA shall maintain a comprehensive cash management program which includes: collection of accounts receivable; prudent investment of its available cash; disbursement of payments in accordance with invoice terms; compliance with Board policy; and the management of bank depository services.

Receiving a market rate of interest will be secondary to the requirements for safety and liquidity. DCTA intends to comply with local law and the Texas Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act"). Investment earnings will be used in a manner that best serves the interests of DCTA.

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II. SCOPE

This investment policy applies to all the financial assets and funds of DCTA. However, this policy does not apply to the assets administered for the benefit of DCTA by outside agencies under deferred compensation programs.

DCTA may commingle its funds into one pooled investment fund for investment purposes for efficiency and maximum investment opportunity.

III. OBJECTIVES AND STRATEGY

DCTA's policy is that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety of principal, liquidity, diversification and yield. Investments are to be chosen in a manner which reflects diversity by market sector, type of credit, and length of maturity as best meets DCTA's requirements. The choice of high-grade government investments and high-grade money market instruments is designed to assure the marketability of those investments should liquidity needs arise. To best meet anticipated cash flow requirements, the weighted average maturity (WAM) of the overall portfolio may not exceed 18 months.

Safety of Principal

Safety of principal is the foremost objective. Investments of DCTA's cash shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The safety of principal is best achieved by: limiting maximum maturities to two years or no further than expected project cash flow forecasts; limiting investment types to those specifically authorized by this policy; diversifying investments; and monitoring credit ratings on selected investment types.

Liquidity

Investments will be based on a cash flow analysis of needs and will remain sufficiently liquid to satisfy all operating requirements which might be reasonably anticipated by the agency's long range financial plan. The portfolio will be structured so that investments mature concurrent with cash needs. Because all possible cash demands cannot be anticipated, the portfolio will include investments that offer same-day liquidity for those unanticipated situations. In addition, a portion of the portfolio will consist of securities with active secondary or resale markets.

Diversification

The portfolio will be diversified by maturity and market sector and will include the use of a number of broker/dealers for diversification and market coverage. Competitive bidding as defined in Section VIII of this policy will be used on each sale and purchase.

Yield

DCTA's investment portfolio shall be designed with the objective of attaining a market yield-to-maturity taking into account DCTA's risk constraints and the cash flow needs. Market yield-to-maturity may be defined as the rolling average yield of the current six-month Constant Maturity Treasury (CMT).

DCTA has selected the weighted-average yield-to-maturity as its preferred measure of investment performance. The weighted-average yield-to-maturity shall be calculated on a monthly basis by multiplying each individual security's yield-to-maturity at time of purchase by its book value, totaling the product of these calculations, and dividing by the total book value of the portfolio.

IV. LEGAL LIMITATIONS, RESPONSIBILITIES AND AUTHORITY

Specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act"). The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public fund deposits. All investments will be made in accordance with these statutes.

V. DELEGATION OF INVESTMENT AUTHORITY

The Chief Financial Officer, acting on behalf of DCTA, is designated as the Investment Officer and the CEO of DCTA is designated as the Alternate Investment Officer. The Investment Officer is responsible for investment management decisions and activities according to this Investment Policy. The Investment Officer is also responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall develop and maintain written administrative procedures for the activities of the investment program which are consistent with this Investment Policy. The procedures will include: reference to safekeeping; require and include Master Repurchase Agreements (as applicable); wire transfer agreements; banking services contracts; and other investment related activities.

The Investment Officer shall be responsible for all transactions undertaken and shall regulate the activities of subordinate officials and staff. The Investment Officer shall designate in writing a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer and Alternate Investment Officer are not available.

No officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established herein.

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Authorization Resolution

A Resolution is established with this investment policy and attached hereto authorizing the Investment Officer to engage in investment transactions on behalf of DCTA. The persons authorized by the Resolution to transact business for DCTA are also authorized to approve wire transfers used in the process of investing.

VI. PRUDENCE

The standard of prudence to be used in the investment function shall be the “prudent person” standard and shall be applied in the context of managing the overall portfolio. This standard states that:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived.”

Limitation of Personal Liability

The Investment Officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Person Rule in Section VI, shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for a specific security’s credit risk or market price change or portfolio shifts are reported in a timely manner to the Board of Directors and that appropriate actions are taken to control adverse market effects.

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VII. INTERNAL CONTROLS

The Investment Officer shall establish a system of written internal controls which will be reviewed annually with the independent auditor of DCTA. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes or imprudent actions by employees of DCTA. Results of review of internal controls by the independent auditor shall be included in the annual audit.

Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of DCTA. Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes.

VIII. AUTHORIZED INVESTMENTS

Acceptable investments under this policy shall be limited to the instruments listed below and as further described by the Public Funds Investment Act:

- a. Obligations of the United States Government, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC), agencies and instrumentalities and government sponsored enterprises, excluding collateralized mortgage obligations (CMO's), not to exceed two years to stated maturity with the exception of project funds which may be invested in longer maturities but not to exceed forecasted expense dates;
- b. Fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas, not to exceed two years to stated maturity. In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD insured by the Federal Deposit Insurance Corporation (FDIC) may be purchased through a broker that has its main office in Texas and is selected from a list adopted by the DCTA Board or a selected depository institution with its main office or branch office in Texas. See Attachment II for a list of Board approved broker/dealers. This broker or depository shall act as the custodian for the various certificates on behalf of DCTA;
- c. Repurchase agreements and reverse repurchase agreements as defined by the Act, not to exceed 90 days to stated maturity, provided an executed Master Repurchase Agreement is on file with DCTA and the counterparty bank or primary dealer. Flexible repurchase agreements used specifically for capital projects may extend beyond the stated limitation, but shall not exceed the expense plan of the projects;
- d. No-load SEC-registered money market funds, each approved specifically before use by DCTA;
- e. Constant dollar Texas Local Government Investment Pools as defined by the Public Funds Investment Act; and
- f. Interest bearing bank savings deposits issued by state and national banks or savings bank or a state or federal credit union (having their main or branch office in Texas) that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund (or their successor organizations).

If additional types of securities are approved for investment by public funds by state statutes, none will be eligible for investment by DCTA until this policy has been amended and approved by the DCTA Board.

Competitive Bidding Requirements

All securities, including certificates of deposit, will be purchased or sold after three (3) offers/bids are taken to verify that DCTA is receiving fair market value/price for the investment.

Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by DCTA, shall be conducted on a delivery versus payment (DVP) basis.

IX. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

All investments will be made through either DCTA's banking services bank or an approved broker/dealer. DCTA will review the list of authorized broker/dealers annually. A list of at least three broker/dealers will be maintained in order to assure competitive bidding.

Securities broker/dealers must meet and disclose certain criteria as determined by the Investment Officer including:

- a. an audited financial statement each year;
- b. proof of certification by the Financial Industry Regulatory Authority (FINRA) and provision of CRD number;
- c. proof of current registration with the State Securities Commission; and
- d. completion of DCTA questionnaire.

Every broker/dealer, investment pool, investment manager and bank with which DCTA transacts business will be provided a copy of this Investment Policy to assure they are familiar with the goals and objectives of DCTA's investment program. A representative of the transacting organization will be required to return a signed certification stating that the policy has been received and reviewed and that controls are in place to assure that only authorized securities are sold to DCTA.

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DCTA may appoint one or more investment advisors to assist the financial staff in the management of DCTA funds. The investment advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an investment advisor. To be eligible for consideration, an investment advisor shall demonstrate knowledge of, and experience in, the management of public funds. An appointed investment advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy, and shall not have discretionary authority to transact business on behalf of DCTA.

If DCTA has contracted with a Registered Investment Advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of DCTA. The advisor shall annually present a list of its authorized broker/dealers to DCTA for review and likewise shall return a signed certification stating that the advisor has reviewed the DCTA investment policy and has implemented reasonable procedures and controls to preclude imprudent investment activities. The advisor shall obtain and document competitive bids and offers on all transactions and present these to DCTA as part of its trade documentation.

X. DIVERSIFICATION AND MATURITY LIMITATIONS

It is DCTA's policy to diversify its investment portfolio. Invested funds shall be diversified to minimize risk or loss. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

<u>Security Type</u>	<u>Max % of Portfolio</u>
U.S. Treasury obligations	100%
U.S. Government agencies and instrumentalities	Not to exceed 75%
Fully insured or collateralized CDs	Not to exceed 30%
Repurchase agreements	100%
Money Market Funds	50%
Local Government Investment Pools	
Liquidity Pools	100%
Maximum percent ownership of pool	Not to exceed 10%
Interest Bearing Bank Savings Deposits	25%

The Investment Officer shall be required to diversify maturities. The Investment Officer, to the extent possible, will attempt to match investments with anticipated cash flow requirements. Matching maturities with cash flow dates will reduce the need to sell securities prior to maturity, thus reducing market risk. Unless matched to a specific requirement, the Investment Officer may not:

- a. invest more than 20% of the portfolio for a period greater than one (1) year, or
- b. invest any portion of the portfolio for a period of greater than two (2) years.

XI. SAFEKEEPING AND COLLATERALIZATION

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery-versus-payment (DVP) basis and be held in safekeeping by either DCTA, an independent third party financial institution, or DCTA's designated banking services depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to DCTA listing each specific security, rate, description, maturity, CUSIP number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for DCTA or pledged to DCTA.

All securities pledged to DCTA for certificates of deposit or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may not be within the same holding company as the bank from which the securities are pledged.

Collateralization

Collateralization is required on time and demand deposits exceeding the FDIC insurance coverage of \$250,000, and on repurchase agreements.

To provide a level of additional security for all funds and to also anticipate any market changes, the collateralization level required will be 105% of the market value of the principal and accrued interest. Collateral will be held by an independent third party safekeeping agent.

XII. PERFORMANCE EVALUATION AND REPORTING

A comprehensive quarterly investment report shall be prepared by the Investment Officer or Investment Advisor within ten (10) business days following the fiscal quarter end and be presented to the DCTA Board the month following the fiscal quarter end. As required by the Texas Public Funds Investment Act, the report will:

- a. describe in detail the investment position of DCTA on the date of the report;
- b. be signed by the Investment Officer(s);
- c. contain a summary statement that presents:
 - a. beginning book and market value for the reporting period;
 - b. ending book and market value for the reporting period; and
 - c. fully accrued interest for the reporting period;
- d. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- e. state the maturity date of each separately invested asset that has a maturity date;
- f. state the account or fund for which each investment security was purchased;
- g. compare the portfolio's performance to other benchmarks of performance; and
- h. state the compliance of the investment portfolio with DCTA Investment Policy, Investment Strategy, and the Public Funds Investment Act.

XIII. DEPOSITORIES

DCTA will designate one banking institution through a competitive process as its central banking services provider at least every five years. This institution will be used for normal banking services including disbursements, collections, and safekeeping of securities. Other banking institutions from which DCTA may purchase certificates of deposit will also be designated as a depository after providing their latest audited financial statements to DCTA.

XIV. TRAINING REQUIREMENT

The DCTA Investment Officer(s) shall attend at least one investment training session consisting of no less than 10 hours of instruction relating to investment responsibilities within twelve months of taking office or assuming duties, and subsequently shall receive a minimum of 10 hours not less often than once in a two-year period that begins on the first day of the fiscal year and consists of the two consecutive years after that date. The investment training session shall be provided by an independent source approved by the Board of Directors. See Attachment I for a list of Board approved independent investment training sources. Contingent upon Board approval, additional independent sources from which investment training may be obtained shall include a professional organization, an institute of higher learning, or any sponsor other than a business organization with whom DCTA may engage in an investment transaction. Such training shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

XV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair the ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which personal business is conducted. Further disclosure shall also be made of any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of DCTA.

An Investment Officer of DCTA who has a personal business relationship with an organization seeking to sell an investment to DCTA shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to DCTA shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the DCTA Board of Directors.

XVI. SUBJECT TO AUDIT

A formal annual review of the investment reports will be performed by an independent auditor with the results reported to the Board. All collateral shall be subject to inspection and audit by DCTA's independent auditors.

XVII. INVESTMENT POLICY ADOPTION BY DCTA BOARD

DCTA's Investment Policy shall be adopted annually by the Board of Directors. The policy and strategies shall be reviewed on an annual basis by the Board. A written resolution approving that review, and suggested changes to the policy will be approved by the Board.

Attachment I

Board Approved Independent Investment Training Sources

1. Texas Municipal League (TML)
2. Government Finance Officers Association (GFOA)
3. Government Finance Officers Association of Texas (GFOAT)
4. North Central Texas Council of Governments
5. Texas Higher Education Coordinating Board
6. University of North Texas – Center for Public Management

Attachment II

Board Approved Broker/Dealers List



Approved Broker/Dealers
May 2020

BofA Securities
BOK Financial
Cantor Fitzgerald & Co
Citigroup Global Markets
Daiwa Capital Markets
FHN Financial
Goldman, Sachs & Co
INTL FCStone
JP Morgan Securities
KeyBanc Capital Markets
*Loop Capital Markets ***
Mesirow Financial
Mizuho Securities
Morgan Stanley & Co
*Multi-Bank Securities ***
Piper Sandler & Co
Raymond James
RBC Capital Markets
*Rice Financial ***
SunTrust Robinson Humphrey
Stifel, Nicolaus & Co.
TD Securities
UBS Securities
Vining Sparks
Wells Fargo Securities
*Siebert Williams Shank ***

* **Bold face font indicates firm is a Primary Dealer.**

** *Dark blue italics font indicates firm is a Historically Underutilized Business (HUB) or Minority/Women Owned Business (MWOB).*



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Scott McIntyre, CFA
Managing Director

scott.mcintyre@hilltopsecurities.com

July 24, 2020

Ms. Marisa Perry, CPA
Chief Financial Officer/VP of Finance
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260
Lewisville, TX 75057

Dear Marisa:

As requested, Hilltop Securities Asset Management has performed a review of the Denton County Transportation Authority ("DCTA") written investment policy to determine compliance with the Texas Public Funds Investment Act (the "Act"), Texas Government Code, Chapter 2256. Our review was limited in scope, with the primary purpose being to evaluate conformity with the Act. We did not seek to ensure that all funds and procedures are addressed in the policy, nor have we reviewed compliance with the policy or internal controls of DCTA. Based upon our review, we have reached the following conclusion:

The Texas Legislature did not meet in 2020, so there were no changes to the Act. We believe the Denton County Transportation Authority investment policy, as written, is in full compliance with state law and do not recommend any changes at this time.

Please contact me with any questions you might have regarding this review.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott McIntyre". The signature is stylized with a large, sweeping initial "S".

Scott McIntyre, CFA
Senior Portfolio Manager

Cc: Ms. Amber Karkauskas

Board of Directors Memo

August 27, 2020

SUBJECT: Discuss MaaS Task Order #2: On Demand Service in Member Cities

Background

DCTA seeks to establish partnerships with non-traditional mobility providers to assist the agency towards establishment of a unified and integrated platform which allows the agency and customers the ability to match travel needs and preferences; thereby transitioning the agency's current conventional role as travel provider towards that of a technology-enabled, integrated Mobility Manager and broker of services.

DCTA issued solicitation 2007-001, on July 28, 2020, to our current MaaS providers seeking responses for On-Demand Service from firms or contractor teams that have entered into master on-call contracts under Request for Proposals (RFP) 19-05 Mobility-as-a-Service. DCTA plans to use these services within Member Cities and other areas DCTA serves outside the member cities through contracted services.

The purpose of this task order request is to select non-traditional, mobility brokers, providers, and system integrators with the ability to provide DCTA with the expertise, resources, and innovative ideas needed to plan, design, operate, maintain, and broker on-demand, shared ride transit services within and between (where appropriate) the boundaries of various locations throughout DCTA's service area.

Staff originally slated board approval of recommended vendors for the August 2020 board meeting. Due to multiple requests for a deadline extension, staff extended the original deadline to ensure the quality and quantity of bidder responses. Staff will bring recommended vendors to the board for approval at the September 2020 board meeting.

Identified Need

Staff issued solicitation 2007-001 to identify and implement origin-to-destination, on-demand service options that could be layered over existing fixed route and A-train service. This effort allows staff and the board to test and compare ridership and cost of various service types to best inform future service decisions.

Financial Impact

The financial impact of solicitation 2007-001 will be determined by bidder response and board approval.

Recommendation

There is no recommendation at this time. Staff included information in the packet to notify the board of the deadline extension and September 2020 board approval date.

Exhibits

Exhibit 1: Scope of Work Summary and Timeline

Approval:



Nicole Recker, Vice President of Mobility Services and Administration

MaaS Task Order #2: On-Demand Service in Member Cities

Summary of Scope of Work and Timeline

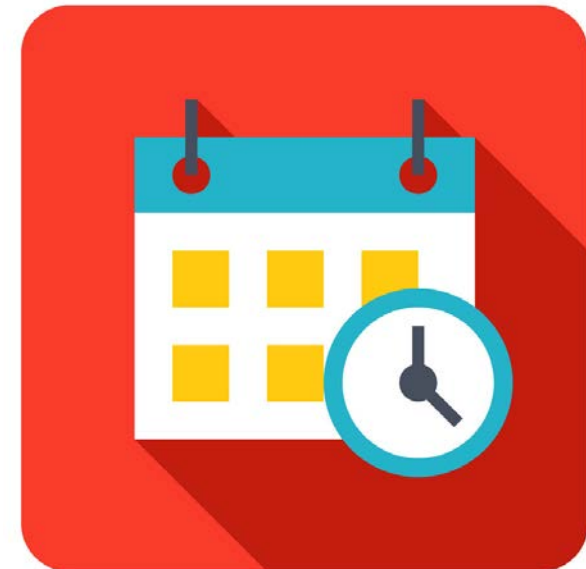
Regular Item 8, Exhibit 1

Deadlines

- Bid Start – July 28, 2020
 - Sent to a total of 25 providers
- Original Question and Answer End – July 31, 2020
- Revised Question and Answer End – August 4, 2020
 - 122 questions received and answered
- Original Bid End – August 10, 2020
- First Revised Bid End – August 12, 2020
- Second Revised Bid End – August 26, 2020

Contract Terms

- Two years with two annual renewals (in line with parent MaaS contract)



MaaS Task Order #2: On-Demand Service in Member Cities

Summary of Scope of Work and Timeline

Requirements

- Ability to analyze existing service area, ridership and demographics
- Ability to recommend multi-modal options to optimize service delivery
- Technical expertise to provide recommendations
- Software solution to perform scheduling, dispatch, user interface, data collection, reporting, and backend monitoring/administration (including ADA)
- Ability to evaluate DCTA fleet and operating facilities
- Ability to provide drivers and conduct operation of service
- Ability to provide customer service when in operation
- Potential integration with other on-demand options to optimize fleet utilization
- Options to access service without a smartphone or credit card
- Ability to scale service upon variable demand
- Ability to integrate with other trip planning applications (i.e. GoPass, Transit App, etc.)



MaaS Task Order #2: On-Demand Service in Member Cities

Summary of Scope of Work and Timeline

Scope of Work

- Service Plan
- Pricing and Fare Revenue
- Contractor Responsibilities
 - Work Plan
 - Project Management
 - Performance Monitoring and Reporting
 - Staffing and Supervision
 - Insurance Coverages
 - Supervision
 - Technical Requirements
 - Agency and User Training
 - Prototype Deployment Plan



MaaS Task Order #2: On-Demand Service in Member Cities

Summary of Scope of Work and Timeline

Regular Item 8, Exhibit 1

Evaluation Criteria

- Project Cost
- Project Approach to Address Service Request
- Timeline of Project Delivery
- Innovation to Approach
- Customer Service
- Data and Ridership Reports Available



MaaS Task Order #2: On-Demand Service in Member Cities

Summary of Scope of Work and Timeline

Regular Item 8, Exhibit 1

Final Timeline

- Bid Start – July 28, 2020
- Questions and Answers Due – August 4, 2020
- Bid End – August 26, 2020
- Procurement Review for Responsiveness – August 27 – 28, 2020
- Responses Released to Evaluation Committee – August 28, 2020
- Evaluation Review Period – August 28, 2020 – September 11, 2020
- Board Preparation – September 11 – 16, 2020
- Award Task Order – September 24, 2020



Board of Directors Memo

August 27, 2020

SUBJECT: Discuss and Consider Approval of the Draft Transportation Reinvestment Program (TRiP) – Recommended Policy and Implementation Strategy

Background

DCTA Staff and AECOM will present a draft of the Transportation Reinvestment Program (TRiP) recommended policy and implementation strategy for Board review and consideration. TRiP will enable partnerships between the agency and its member cities on mutually beneficial investments in transit-supportive projects which are consistent with and beneficial to the agency's adopted Long-Range Service Plan.

Financial Impact

TRiP will initiate its first funding cycle during the 2021 fiscal year budget. DCTA will establish program funding levels during this year's annual budget preparation process. DCTA will issue a call for projects in Q1 of FY21 while the continuation of the program requires annual DCTA Board approval during the annual budgeting process. The anticipated annual TRiP budget shall be equal to 15 percent of DCTA's net available fund balance from the previous fiscal year. Furthermore, DCTA will authorize a one-time program startup amount of \$2,000,000 to be transferred from the Capital/Infrastructure Reserve to a dedicated TRiP project line item within the FY2021 budget.


Recommendation

Staff recommends the DCTA Board review and discuss the draft Transportation Reinvestment Program Policy and Implementation Strategy. This item is posted as an action item to provide an opportunity for the Board to approve at this month's board meeting. If there are a considerable number of necessary changes, staff will work with AECOM to incorporate feedback received at this month's Board meeting and bring final documents to the Board for approval at the September Board meeting.

Exhibits

Exhibit 1: TRiP - Draft Recommended Policy and Implementation Strategy

Submitted By:



Tim Palermo, Planning & Data Analytics Manager

Final Review:



Kristina Holcomb, Deputy CEO

Approval:



Raymond Suarez, CEO

DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

I. POLICY STATEMENT

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

II. SCOPE

TRiP will initiate its first funding cycle during the 2021 fiscal year budget. DCTA will establish program funding levels during the annual budget preparation process in Q4 and will base the TRiP budget on the previous fiscal year's net available fund balance and member city sales tax receipts. DCTA will issue a call for projects in Q1. Continuation of the program requires annual DCTA Board approval during the annual budgeting process¹. In the event the Board does not re-approve subsequent years, the program will expire on the last day of the fiscal year and unobligated funding will be returned to DCTA's cash reserves.

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

III. FUNDING

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

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

$$= 90\% \times \text{Annual Program Budget} \left(\frac{\text{Individual member city sales tax collection, prior FY}}{\text{Total all member cities sales tax collection, prior FY}} \right)$$

Ten percent of the annual program budget shall be set aside for DCTA program administration, including project selection, monitoring and financial reporting, and 90 percent split among member cities proportional to sales and use tax receipts, as estimated by DCTA financial staff, for the previous fiscal year.

¹ Budget, call for projects, award and disbursement schedule may be delayed in year 1 to account for initial Board approval and start up budget, with call for projects expected October 1 – December 31, DCTA staff review in January and February Board presentation.

DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

Multiple municipalities may pool their allocated amounts to allow more flexibility in financing larger, mutually beneficial projects. Member cities would be obligated to use allocated funds within each fiscal year as funds would not roll over. Unobligated funding will be returned to DCTA's cash reserve fund.

IV. ELIGIBLE PROJECTS

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

A key provision of Chapter 460 regarding DCTA expenditures is that they be consistent with and beneficial to the locally adopted Long-Range Service Plan goals. Projects eligible for TRiP funding should demonstrate support of these formally adopted goals. Example projects that would typically be considered to be in support of DCTA goals include, but are not limited to:

- Supplemental general public transportation services in partnership with DCTA or other regional transportation providers. Federal Transit Administration requirements preclude DCTA from funding private or charter transportation service and, as such, requests for additional services must be consistent with DCTA's role as a general public transportation provider.²
- Transit-related street improvements, such as roadway, sidewalk, and crosswalk repairs or maintenance that improve travel time, reliability, or safety for existing or planned DCTA services.
- Transit-supportive projects and programs, such as improvement or expansion of sidewalk/trail facilities, transit stop/station amenities, transit-oriented development and infrastructure improvements in support of high-density, transit-adjacent, or sales tax generating development.

In addition to serving Long-Range Service Plan goals, projects eligible for TRiP funding should be clearly defined and financially sound. Well defined capital/expansion projects will generally be "shovel-ready" or similar enough to recently completed projects to facilitate a reliable design-build cost estimate. Cost estimates for maintenance of assets should be based on recent similar maintenance projects or bids/solicitations where available. Cost estimates for supplemental transportation services should be developed in consultation with DCTA or another transportation service provider. Planning and preliminary design costs may also be eligible for projects that support DCTA's long range goals for sustainable development or integration of transit facilities and transit supportive land uses, such as transit-oriented development.

Eligible project types may be amended through annual DCTA Board approval of the TRiP policy. The adoption of a DCTA Long-Range Service Plan update may trigger mid-year Board

² Federal Transit Association, Charter Bus Service Regulations, <https://www.transit.dot.gov/regulations-and-guidance/access/charter-bus-service/charter-bus-service-regulations-0>

DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

action if amendments to TRiP project criteria are needed to ensure consistency with Long-Range Service Plan goals.

V. PROJECT SELECTION

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

DCTA will issue a call for projects in Q1, therefore, applications will be submitted during Q2, within 90 days of the DCTA call for projects. DCTA staff will have 30 days to review the application to determine minimum project eligibility or request more information. Subsequent to completing the review, if no additional information was requested, the application will be placed on the agenda for the next regularly scheduled DCTA Board of Directors meeting for consideration. Following the review of each application, the DCTA Board will lead the approval and award process.

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

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

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

VI. DISBURSEMENT

Based on the requested funding amount and as part of the Board approval packet, DCTA staff will recommend a schedule for TRiP funding disbursement which may be lump sum, quarterly, or monthly. Project applications indicating a schedule of more than one year, multiple phases or components, or which have requested an amount greater than \$500,000 may warrant a separately executed inter-local agreement. The inter-local agreement may be structured as an indefinite delivery indefinite quantity (IDIQ) contract if a member city wishes to apply a fixed amount to,

DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

for example, sidewalk improvements, but does not yet know the extent of improvements feasible within the identified budget.

Once approved by the DCTA Board, the approved funding becomes programmed to the project. That programmed amount is deducted from the available apportionment as an obligation. Funds will be disbursed in accordance with the approved schedule. Disbursements will occur no more frequently than monthly, on a monthly trailing basis, for approved projects with current financial records. In no case, will disbursements be made until the project eligibility requirements have been met and formal approval by the DCTA Board has been made.

For approved projects requesting DCTA-operated service, the estimated cost of service will be deducted from the member city's available apportionment and DCTA will bear the cost of service. DCTA will maintain separate service, performance and financial records for all TRiP-funded services. For services operated by a 3rd party, DCTA staff will recommend a disbursement and/or direct payment mechanism that reflects existing contracting relationships and FTA requirements as part of the Board approval process.

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

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

If a disbursement is requested for programmed cost or expenses that have been incurred and paid by an eligible city for an approved project, a "notice of request" documenting the expenditures shall be submitted to DCTA at least fifteen business days prior to the regularly scheduled Board meeting. The notice and expense documentation are considered current financial records. DCTA will promptly process request notices. At project completion, in the event that final project accounting or audit reveals that TRiP funding was not expended in a manner consistent with program requirements, those unspent funds shall be returned to DCTA and remain available in the apportionment for reprogramming to the eligible city. Cities will have until the end of the current funding cycle identify an alternate project.

All TRiP funding will be considered subordinate to DCTA's debt service requirements. DCTA does not assume or incur any liability, obligation or financial responsibility for a contract between an eligible city and a contractor, employee or agent for an approved project or any liability for a result, occurrence, injury or damages resulting from or caused, directly or indirectly, by an approved project.

VII. PERFORMANCE EVALUATION AND REPORTING

Eligible cities shall maintain accurate books and records of all approved projects. Cities will maintain separate records for each approved project including project budgets, budget amendments, revised budget balances, expenditures to date, change orders, cost to complete, and TRiP funding received to date. DCTA maintains the right to audit a city's books to ensure that

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

TRiP funding is applied in accordance with the program criteria. Cities also maintain the right to audit DCTA's books to ensure that the funding allocations and disbursements are in accordance with these guidelines and other applicable laws.

In addition to financial records, member cities will provide to DCTA a status report for each funded project detailing the activities completed to date, schedule updates, and any foreseeable issues or challenges. Additional performance monitoring criteria may be established through separately executed interlocal agreements for larger disbursements or on-going programs funded through TRiP. Generally, inter-local agreements are expected to be framed as indefinite delivery indefinite quantity contract with the city's roles and responsibilities including project management and execution and DCTA responsible for funding and financial oversight.

Upon completion of a project, DCTA may evaluate benchmarks intended to demonstrate the project's ability to support Long-Range Service Plan goals, for example, the percent change in bus travel times after completion of a series of intersection improvements. These benchmarks will be presented to the DCTA Board and may be used in support of refinement to TRiP project eligibility criteria through the annual Board program re-approval process.

City-initiated services provided by DCTA will be monitored by DCTA staff. Ridership, service levels, and costs will be tracked in a manner consistent with DCTA performance monitoring for regular fixed route and demand response services. In the event that performance of a TRiP-funded service meets or exceeds system level performance targets, it may be transitioned to a regular offering under DCTA's general umbrella of fixed route and demand response services funded independently of the Transportation Reinvestment Program.

DCTA will report quarterly to the Board on the status of the Transportation Reinvestment Program fund, including amounts apportioned, amounts programmed, amounts disbursed to member cities, and the amount remaining for each city. Quarterly reports will also include a summary of significant milestones and available benchmarks.

VIII. ETHICS AND CONFLICTS OF INTEREST

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

Procedures when identifying a potential conflict of interest will comply with Chapter 171 of Texas Local Government Code regarding conflicts of interest. If an officer or employee involved in the project selection process has a substantial interest in a business entity or in real property, that person must file an affidavit stating the nature and extent of the interest and abstain from further participation.³

³ Legal exceptions and situations not requiring abstention should be reviewed and documented with DCTA counsel.

**DENTON COUNTY TRANSPORTATION AUTHORITY
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IX. SUBJECT TO AUDIT

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

X. ADOPTION BY BOARD OF DIRECTORS

DCTA's TRiP policy shall be adopted annually by the Board of Directors. The funding amount, policy language, and strategies shall be reviewed on an annual basis by the Board followed by a written resolution approving or amending the program.

**DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)****ATTACHMENT A – SAMPLE PROJECT APPLICATION****PROJECT NAME:****PROJECT SPONSOR:**☐ Denton☐ Lewisville☐ Highland
Village**PROJECT DESCRIPTION:****GEOGRAPHIC
LIMITS/BOUNDARIES:****REQUEST FOR CAPITAL****REQUEST FOR SERVICE**

LEVEL OF DESIGN:

DAILY HOURS:

PROJECT COST:

DAYS OF SERVICE:

FUNDING REQUEST:

EST. ANNUAL COST:

ESTIMATED PROJECT
COMPLETION DATE:REQUESTED START
OF SERVICE DATE:**ADDITIONAL INFORMATION:**

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

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

☐ Increase service efficiency and reliability

☐ Increase service effectiveness for DCTA
customer

☐ Increase the visibility and elevate the image
of DCTA

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

☐ Coordinate with regional transportation
providers

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

☐ Advocate sustainable development practices
that support transit

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

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

THIS SECTION TO BE COMPLETED BY DCTA STAFF

Transportation Reinvestment Program Project Identifier: _____

- ☐ Meets minimum project eligibility requirements
- ☐ Service Request complies with FTA charter service restrictions
- ☐ Multiple project selection

Rank: _____

Initial Member City Transportation Reinvestment Program Balance: _____

Recommended Project FY _____ Programmed Amount: _____

Remaining Member City Balance: _____

Recommended Disbursement Schedule:

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

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

Board of Directors Memo

August 27, 2020

SUBJECT: Discuss Development of DCTA's State Legislative Agenda for the 87th Texas State Legislature

Background

The biennial Texas State Legislature will convene on January 12, 2021 for the 87th legislative session. As the Board is well-aware, this next session will be primarily focused on economic recovery from the COVID-19 pandemic budgetary impacts. Not only does the Legislature have 140 days to address the budget shortfall as recently outlined by the Comptroller, they will also be looking at a Speaker's race in the House of Representatives before committees can be appointed, higher education funding, transportation funding, sunset of a number of critical state agencies and programs, and redistricting, which may fall to a special session.

In order to have a successful legislative session and formally communicate with legislators in what will be a most unique session, it is critical to have a program that clearly articulates the Board of Director's priorities and policy position statements on issues that may impact the Agency. A legislative agenda also signifies to all stakeholders that the Board of Directors speaks with a unified voice on legislative items.

Proposed Statements Overview

The proposed legislative program seeks primarily to preserve authority and resources. There are two general statements of preservation and three legislative position statements, that provide greater specificity. The statements in the program would allow DCTA to actively oppose legislation that would erode the Agency's authority to provide the transportation services needed and requested by member cities and contracted entities. In addition, DCTA has been on the front lines of innovation, and the Agency seeks to protect these activities, while supporting the North Central Texas Council of Governments and other state/local entities in developing innovative transportation solutions to meet the growing needs of our communities.

Finally, staff proposes a position statement that would allow DCTA to oppose legislation that seeks to further erode cities' ability to raise adequate revenues to fund needed infrastructure improvements and other critical programs/projects that citizens want in their respective communities. As the Texas Municipal League has stated, "Our Home, Our Decisions", reinforcing that local governments, including DCTA's member cities, need to be able to make budget and revenue-generating policy decisions at the government closest to the citizens they serve.

Offensive Legislation

Though the legislative session does not begin until January 12, 2021, pre-filing of legislation will begin November 9 (the Monday following the November general election). If DCTA were interested in seeking introduction and passage of legislation, discussions related to offensive efforts would need to start taking place with our delegation no later than September. These topics have been identified internally as potential items to discuss with the Board: 1) Excess Rail Liability Insurance to address operating on non-35E rail corridors as DCTA explores additional rail corridors, including the Kansas City Southern line as part of the regional transportation system. 2) Public-Private Partnership (P3) Authority, which is currently explicitly permitted in DART's statute in the Texas Transportation Code, Section 452.108 (C) and (D), to encourage private investment in developments around transit projects on land owned by or adjacent to land owned by the transit entity. Based on DCTA's enabling statute, the agency is not prohibited from P3 engagement, however, it may be of interest to seek explicit authority as DART currently has.

Timeline

Staff's intent is to facilitate a discussion with the Board at the August 27 Board of Directors meeting to seek direction on the content of a formal legislative program as outlined above. Staff will then work to finalize a draft to bring forward for further discussion and requested approval at the September 24 Board of Directors meeting. Following approval of the final draft, staff will work with Marketing and Communications to develop a document similar to the one created for the 86th Legislative Session that we can then share with our legislative delegation, other members of the Texas Legislature, and regional and statewide stakeholders prior to pre-filing of legislation, which begins November 9.

Identified Need

The legislative agenda will allow the Board to clearly articulate priority policy positions for the purposes of communicating with state legislators, state legislative staff, and other key stakeholders throughout the legislative process. In addition, the legislative agenda becomes an external policy document that allows DCTA staff and HillCo, the Agency's legislative consultants, to educate legislators and staffers on behalf of DCTA with a unified voice.

Financial Impact

N/A

Recommendation

Staff seeks direction and feedback from the Board of Directors as it relates to the development of the Legislative Agenda for the 87th Texas Legislature with the intent of bringing a finalized draft to the Board for formal consideration in September.

Exhibits

Exhibit 1: Proposed Legislative Program Statements for the 87th Texas Legislature

Exhibit 2: Final Legislative Program for the 86th Texas Legislature

Submitted By: _____



Lindsey Baker, Director of Government Affairs

Approval: _____



Kristina Holcomb, Deputy CEO

Denton County Transportation Authority Proposed Legislative Statements for the 87th Texas Legislature

Statement of Preservation:

- During the 87th Texas Legislature, Denton County Transportation Authority (DCTA) seeks to preserve current authority and Agency resources to implement traditional and innovative mobility solutions which support the transportation needs of Denton County and North Texas residents, improved air quality, vibrant economic development opportunities, and enhanced livability.
- DCTA will actively oppose legislation considered detrimental to the Agency's preservation of authority and resources or the ability to meet strategic priorities while serving member and non-member stakeholders.

Legislative Position Statements:

- Support efforts that would enhance the ability of transit authorities and metropolitan planning organizations to leverage new and evolving technologies, implement innovative mobility solutions, and improve connectivity to meet the changing transportation needs and demands of Denton County, North Texas, and residents statewide.
- Support legislation that would promote initiatives identified in the North Central Texas Council of Government's (NCTCOG) Mobility 2045: The Metropolitan Transportation Plan for North Central Texas.
- Oppose legislation that would erode existing municipal authority to manage revenue streams.



DENTON COUNTY
TRANSPORTATION
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LEGISLATIVE AGENDA

Approved by the DCTA Board of Directors - January 24, 2019

DENTON COUNTY TRANSPORTATION AUTHORITY LEGISLATIVE AGENDA FOR THE 86TH TEXAS LEGISLATURE

STATEMENT OF PRESERVATION

- During the 86th Texas Legislature, Denton County Transportation Authority (DCTA) seeks to preserve current authority and Agency resources to implement traditional and innovative mobility solutions which support the transportation needs of Denton County and North Texas residents, improved air quality, vibrant economic development opportunities, and enhanced livability.
- DCTA will actively oppose legislation considered detrimental to the Agency's preservation of authority and resources or the ability to meet strategic priorities serving member and non-member stakeholders.

LEGISLATIVE POSITION STATEMENTS

- Seek introduction and passage of legislation that would amend the current composition of the Board of Directors.
- Support efforts that would enhance the ability of transit authorities and metropolitan planning organizations to leverage new and evolving technologies, implement innovative mobility solutions, and improve connectivity to meet the changing transportation needs and demands of Denton County, North Texas and residents statewide.
- Support legislation that would promote initiatives identified in the North Central Texas Council of Government's (NCTCOG) Mobility 2045: The Metropolitan Transportation Plan for North Central Texas.
- Oppose legislation that would erode existing municipal authority to manage revenue streams.





DENTON COUNTY
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AGENCY OVERVIEW

Q1 FY 2019

VISION & MISSION

DCTA's vision is to be a leader in advancing mobility alternatives. As a regional partner, our mission is to provide safe, customer-focused, and efficient mobility solutions with an emphasis on improving mobility, air quality, economic development and livability.



SERVICES

- 22 Bus Routes
- A-train Commuter Rail
- Demand-Responsive Service
- Paratransit Service
- Commuter Bus



RIDERSHIP

- Carried over 2.9 million passengers in FY 2017



DEMO-GRAPHICS

- 35.7% - Under age 25
- 28.7% - Over age 65
- 23.9% - Household Income <\$20K
- 15.6% - Household Income >\$60K



WHY THEY RIDE*

- 43.48% - Get to School
- 20.15% - Get to Work
- 13.33% - Avoid Traffic
- 7.01% - Save Money

CONTACT

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- Kristina Holcomb, Deputy CEO:
972.316.6113 • kholcomb@dcta.net
- Lindsey Baker, Director of Strategic Partnerships:
972.316.6117 • lbaker@dcta.net

FINANCIAL STEWARDSHIP

- o Strong Reserve Funds
 - Operating Reserve: 90 days
 - Sales Tax Stabilization: 3%
 - Fuel: \$450,000
 - Capital Reserve: \$2M
- o Internal Coverage Ratio: 2.04 (Target >1.25)
- o Current-year operating revenue exceeds current-year operating expenditures
- o Positive net cash
- o Sustainable five-year cash flow model
- o Clean audits (no management comments in FY '17)
- o Government Finance Officers Association Awards
 - Distinguished Budget
 - Certificate of Excellence: Comprehensive Annual Financial Report
- o National Procurement Institute, Inc. Awards
 - Awarded the Achievement of Excellence in Procurement Award for three consecutive years

*Results reported by the DCTA 2017 Passenger Satisfaction Survey. Multiple answers accepted per response.



Board of Directors Memo

August 27, 2020

Subject: Discuss Rail Operations & Maintenance Agreement Briefing

Background

DCTA's rail operations and maintenance contractor, First Transit USA has recently informed DCTA of its intent to sell its US bus and rail operations and is actively engaged with potential operators that are interested in assignment of the DCTA rail contract. In DCTA's agreement with First Transit, Article 13.3 states "First Transit may not assign this agreement in whole or in part without the prior written consent of DCTA. In the event of an assignment by First Transit 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".

Identified Need

DCTA staff will provide a briefing to the Board regarding the status of this situation.

Recommendation

No board action is being requested at this time. Staff anticipates bringing an action item to the Board in September once First Transit has selected the final bidder and seeks DCTA approval for the new operator to assume the DCTA rail operations and maintenance contract.

Submitted By:

Rony Philip, Sr. Director of Rail Operations

Approval:

Kristina Holcomb, Deputy CEO

DCTA Board Agenda Outlook As of 8/21/20

SEPTEMBER 24, 2020	OCTOBER 22, 2020	NOVEMBER 12, 2020
<p><u>CONSENT</u></p> <ul style="list-style-type: none"> ▪ Approval of Minutes ▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> ▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) ▪ Ridership Trend Report ▪ Contract Service Agreements Monthly Progress Report (Frisco/Coppell) <p><u>REGULAR AGENDA</u></p> <p><u>Discussion Topics</u></p> <ul style="list-style-type: none"> ▪ Transformation Initiative Progress Report ▪ MK101 Ridership/Discussion of Fare Policy ▪ DCTA & NTMC ILA <p><u>Action</u></p> <ul style="list-style-type: none"> ▪ Resolution Adopting FY2021 Operating & Capital Budget ▪ Resolution Approving Financial Management Policies and Annual Investment Policy for FY2021 ▪ Agency State Legislative Agenda ▪ MaaS Task Order #2; Member City On-Demand Services <p><u>Information</u></p> <ul style="list-style-type: none"> ▪ Local & Regional Transportation Updates and Legislative Issues <p>CLOSED SESSION</p> <ul style="list-style-type: none"> - Agency Cybersecurity Assessment Report; Optiv Presentation 	<p><u>CONSENT</u></p> <ul style="list-style-type: none"> ▪ Approval of Minutes ▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) ▪ Quarterly Investment Report ▪ Quarterly Grants Report <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> ▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) ▪ Ridership Trend Report ▪ Contract Service Agreements Monthly Progress Report <p><u>REGULAR AGENDA</u></p> <p><u>Discussion Topics</u></p> <ul style="list-style-type: none"> ▪ Transformation Initiative Progress Report ▪ Possible Joint DCTA-NTMC Meeting <p><u>Action</u></p> <ul style="list-style-type: none"> ▪ Non-Rev Vehicle Purchase ▪ Arboc Vehicle Purchase (FY '21) <p><u>Information</u></p> <ul style="list-style-type: none"> ▪ Local & Regional Transportation Updates and Legislative Issues 	<p><u>CONSENT</u></p> <ul style="list-style-type: none"> ▪ Approval of Minutes ▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> ▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) ▪ Ridership Trend Report ▪ Contract Service Agreements Monthly Progress Report <p><u>REGULAR AGENDA</u></p> <p><u>Discussion Topics</u></p> <ul style="list-style-type: none"> ▪ Transformation Initiative Progress Report <p><u>Action</u></p> <p><u>Information</u></p> <ul style="list-style-type: none"> ▪ Local & Regional Transportation Updates and Legislative Issues