



DENTON COUNTY  
TRANSPORTATION AUTHORITY

1955 Lakeway Dr., # 260, Lewisville, Texas 75057  
972.221.4600 | RideDCTA.net

**Board of Directors Regular Meeting**  
December 15, 2016 | 1:30 p.m.

\*\*\*\*Please Note Revised Time\*\*\*\*

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO US AND TEXAS FLAGS

INVOCATION

WELCOME AND INTRODUCTION OF VISITORS

AGENCY AWARDS AND RECOGNITIONS

1. CONSENT AGENDA

- a. Approval of Minutes for the Board Work Session and Regular Meeting on November 17, 2016
- b. Approval of Shared Services Interlocal Agreement with Dallas Area Rapid Transit (DART)
- c. Approval of Transit Planning Software Contract Renewal with ReMix
- d. Capital Budget Amendment – Legal Services

2. 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 Work Session or the Regular Board 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.
- b. As Authorized by Texas Government Code Section 551.072 Deliberation regarding Real Property: Discuss acquisition, sale or lease of real property related to long-range service plan within the cities of Denton, Lewisville, or Highland Village.

3. Reconvene Open Session

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

4. CHAIR REPORT

- a. Discussion of Regional Transportation Issues
- b. Discussion Legislative Issues
  - i. Regional
  - ii. State
  - iii. Federal

5. PRESIDENT'S REPORT

- a. Budget Transfers
- b. Regional Transportation Issues

6. REPORT ON ITEMS OF COMMUNITY INTEREST

- a. 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.

7. ADJOURN

**Chair – Charles Emery**  
**Vice Chair – Paul Pomeroy**

**Secretary – Richard Huckaby**  
**Treasurer – Dave Kovatch**

**Members – Skip Kalb, Doug Peach, Jim Robertson, Tom Winterburn,**  
**Don Hartman, George A. Campbell, Allen Harris, Carter Wilson, Connie White**  
**President – Jim Cline**

The Denton County Transportation Authority meeting rooms are wheelchair accessible. Access to the building and special parking are available at the main entrance. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by emailing [rcomer@dcta.net](mailto:rcomer@dcta.net) or calling Rusty Comer at 972-221-4600.

This notice was posted on 12/9/2016 at 10:01 AM.

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Rusty Comer, Senior Public Information Specialist



Board of Directors

## Work Session Minutes

The Board of Directors of the Denton County Transportation Authority convened the work session of the Board of Directors with Charles Emery, Chairman presiding at 1:31 p.m. on November 17, 2016 at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057. A quorum was present.

### Attendance

#### Small Cities

Connie White  
Skip Kalb

#### Large Cities

Allen Harris, The Colony  
Charles Emery, Lewisville, Chairman  
Paul Pomeroy, Highland Village, Vice-Chair  
Richard Huckaby, Denton, Secretary  
Carter Wilson, Frisco  
Tom Winterburn, Corinth  
Doug Peach, Little Elm (arrived at 2:50p.m.)

#### Denton County Unincorporated

Don Hartman  
George A. Campbell

#### Board Members Absent

Jim Robertson, Flower Mound  
Dave Kovatch, Treasurer

#### Legal Counsel

Kevin Laughlin, General Counsel

#### DCTA Staff

Jim Cline, President  
Raymond Suarez, Chief Operating Officer  
Kristina Brevard, Vice President Planning  
and Development  
Anna Mosqueda, Chief Financial Officer  
Nicole Recker, Vice President, Marketing  
and Communications

#### Other Attendees

Robert A. Waggoner, McGriff, Seibels, &  
Williams of TX Inc  
Dan Kessler, North Central Texas Council  
of Governments (NCTCOG)

Chairman Charles Emery called the meeting to order and announced the presence of a quorum.

It was suggested by Jim Cline, President, to the Board that for expediency, the Charles Emery Chairman be allowed to move through the agenda under item one and on to presentations in item two, unless the Board members had questions regarding a specific item. It was agreed.

1. Routine Briefing Items
  - a. Staff Briefing on Monthly Financial Reports - Anna Mosqueda, Chief Financial Officer, reported on the following financial items
    - i Financial Statements for October 2016
    - ii Capital Projects Budget Report for October 2016
    - iii Monthly Sales Tax Receipts

- iv Current Procurement Activities
    - v FY2017 Budget Document
  - b. Marketing and Communications – Nicole Recker, Vice President Marketing & Communications, reported on the following,:
    - i FY '16 Community Survey Results
  - c. Strategic Planning and Development – Kristina Brevard, Vice President Planning & Development, reported briefly on the following:
    - i Update Report on current and future planned development projects
  - d. Capital Projects – No questions were asked
    - i Flood Damage Repairs Update
    - ii Positive Train Control & Signal System Enhancements
  - e. Staff Briefing on Transit Operations Reports – No questions were asked
    - i Bus and Rail Operations
2. Items for Discussion
- a. Review DCTA Insurance Requirements
    - i Robert A. Waggoner - McGriff, Seibels, & Williams of TX Inc., Review Board Liability Exposures and Applicable Insurance Policies for DCTA
  - b. 2040 Metropolitan Transportation Plan Overview
    - i Dan Kessler, North Central Texas Council of Governments (NCTCOG) gave a presentation on NCTCOG's 2040 Metropolitan Transportation Plan
  - c. February Board Retreat
    - i Jim Cline reminded Board Members items up for discussion and decision at the December 15, 2016 Board Meeting
3. Discussion of Regular Board Meeting Agenda Items (November 2016)
4. Convene Executive Session. The Board did not meet in Executive Session.
5. Discussion of Future Agenda Items – There was no discussion
6. ADJOURN at 3:22 p.m.

The minutes of the November 17, 2016 regular meeting of the Board of Directors were passed, and approved by a vote on this 15<sup>th</sup> day of December, 2016.

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Charles Emery, Chairman

ATTEST

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Richard Huckaby, Secretary



Board of Directors

## Board Meeting Minutes

The regular meeting of the Board of Directors of the Denton County Transportation at 3:31 p.m., November 17, 2016 at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057. A quorum was present.

### Attendance

#### Small Cities

Connie White  
Skip Kalb

#### Large Cities

Allen Harris, The Colony  
Charles Emery, Lewisville, Chairman  
Paul Pomeroy, Highland Village, Vice-Chair  
Richard Huckaby, Denton, Secretary  
Carter Wilson, Frisco  
Tom Winterburn, Corinth  
Doug Peach, Little Elm

#### Denton County Unincorporated

Don Hartman  
George A. Campbell

#### Board Members Absent

Dave Kovatch, Treasurer  
Jim Robertson, Flower Mound

#### Legal Counsel

Kevin Laughlin, General Counsel

#### DCTA Staff

Jim Cline, President  
Raymond Suarez, Chief Operating Officer  
Kristina Brevard, Vice President Planning  
and Development  
Anna Mosqueda, Chief Financial Officer  
Nicole Recker, Vice President, Marketing  
and Communications

#### Others in Attendance

Jim Owen – Transit Management of Denton  
County

CALL TO ORDER –Chairman Charles Emery called the meeting to order and announced the presence of a quorum.

PLEDGE OF ALLEGIANCE TO US AND TEXAS FLAGS – led by George A. Campbell

INVOCATION – led by Paul Pomeroy

WELCOME AND INTRODUCTION OF VISITORS

AGENCY AWARDS AND RECOGNITIONS

1. CONSENT AGENDA

- a. Approval of Minutes for the Board Work Session and Regular Meeting on October 27, 2016
- b. Acceptance of Financial Statements – October 2016
- c. Approval of Award of Ballast Undercutting and Crossing Replacement Services
- d. Approval of Award of Purchase of Remanufactured Transmissions for Bus Fleet
- e. Approval of Award of Purchase of Remanufactured Engines for Bus Fleet
- f. Authorize the President to Execute Amendment No. 1 to Task Order 3 for the Lewisville Hike and Bike Trail Project
  - Motion to approve consent agenda items a-f was made by Richard Huckaby. 2nd by Skip Kalb. Motion carried unanimously.

2. PRESIDENT'S REPORT – Jim Cline provided information on these items

- a. Budget Transfers
- b. Regional Transportation Issues

3. REPORT ON ITEMS OF COMMUNITY INTEREST

- a. 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.
  - Jim Cline informed the board that staff had recently volunteered at Christian Community Action's food pantry stocking the over 500 items that were collected during the Wellness Committee's food drive

4. CHAIR REPORT – Charles Emery gave an update on these items

- a. Discussion of Regional Transportation Issues
- b. Discussion Legislative Issues
  - i. Regional
  - ii. State
  - iii. Federal

5. Convene Executive Session at 3:47 p.m.

- a. As Authorized by Texas Government Code Section 551.072 Deliberation regarding Real Property: Discuss acquisition, sale or lease of real property related to long-range service plan within the cities of Denton, Lewisville, or Highland Village.

6. Reconvene Open Session at 4:34 p.m.

- a. No action taken

7. ADJOURN at 4:34 p.m.

- Motion to adjourn was made by Charles Emery. 2nd by Connie White. Motion carried unanimously.

The minutes of the November 17, 2016 regular meeting of the Board of Directors were passed, and approved by a vote on this 15<sup>th</sup> day of December, 2016.

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Charles Emery, Chairman

ATTEST

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Richard Huckaby, Secretary

**Board of Directors Memo**

May 26, 2016

**Subject: 1(b) – Authorize President to Execute Interlocal Agreement for Shared Services with the Dallas Area Rapid Transit (DART)****Background**

At its September 2016 meeting, the Board approved an interlocal agreement for Shared Services among DCTA, DART and the Fort Worth "T" which would be effective October 1, 2016 for an one year period and would renew automatically unless notice was given by either party. At the meeting of the DART Board in September, DART staff was requested to re-visit some of the terms and conditions of the proposed interlocal agreement and the existing agreement was extended for an additional 3 month period to allow time for the respective agency staffs to review.

DCTA and DART staff have completed their review and the revised agreement is now presented for approval. The effective date of the agreement will be January 1, 2017 through September 30, 2017. The agreement will include for shared dispatch, Ticket Vending Machine Servicing, Trinity Mills Platform Maintenance, Reciprocal Fare Policy, Special Events Access, and the shared cost for a Director of Safety and Regulatory Compliance. Shared cost for Excess Rail Liability Insurance coverage is no longer included in this agreement.

**Identified Need**

DCTA and DART share a rail station platform at Trinity Mills and it is necessary to continue an interlocal agreement that addresses how maintenance and shared use of that platform will be handled and well as reciprocal fare policy that allows for seamless travel for riders of the three transit systems in the North Texas Region. In addition, the Trinity Rail Express (TRE) service which is provided jointly by DART and the Fort Worth "T" has a need for some continuing support for a shared dispatch function, additionally there are shared costs that allow for savings for all three agencies in the sharing of cost for a Director of Safety and Regulatory Compliance as well as maintenance of the Ticket Vending Machines which are common to all three agencies.

**Financial Impact**

The cost for the shared services now included in the Interlocal Agreement are included in the Rail Operations budget. The increase to DCTA for being the primary insured for its own Excess Rail Liability insurance coverage has been approved by the Board.

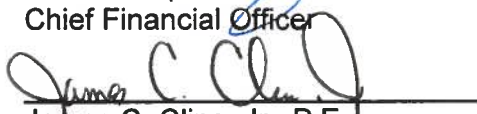
**Recommendation**

Staff recommends the President be authorized to execute the Shared Services Agreement.

Final Review:

  
Anna Mosqueda  
Chief Financial Officer

Approval:

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



## SHARED SERVICES INTERLOCAL AGREEMENT

THIS SHARED SERVICES INTERLOCAL AGREEMENT (this “Agreement”) made as of the 1st day of January, 2017, by Dallas Area Rapid Transit, a regional transportation authority established pursuant to Chapter 452 of the Texas Transportation Code, with offices located at 1401 Pacific Avenue, Dallas, Texas 75202 (hereinafter called “DART”), and Denton County Transportation Authority, a coordinated county transportation authority established pursuant to Chapter 460 of the Texas Transportation Code with offices at 1955 Lakeway Drive, Suite 260, Lewisville, Texas, 75057(hereinafter called “DCTA”) (DART and DCTA sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

### RECITALS

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

WHEREAS, DCTA operates passenger rail service (the “DCTA Rail Service”) on the DCTA Corridor pursuant to that certain Transportation Access Agreement and Easement between the Parties dated May 25, 2010, setting forth the terms and conditions of DCTA’s use of the DCTA Corridor (“the DCTA Corridor Agreement”); and

WHEREAS the Parties desire to enter into this Agreement for the purpose of servicing ticket vending machines by DART on behalf of DCTA at the DCTA Stations; establishment of a fare structure between the parties hereto; memorializing conditions under which DCTA bus service will interface at DART’s Trinity Mills Station for special events; provision of maintenance by DART on the Trinity Mills Station; provision of dispatching equipment; shared services of the Director of Safety & Regulatory Compliance and such other areas of cooperation as may be mutually beneficial to the Parties; and

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

### **Section 1. DEFINITIONS.**

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

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

Shared Services Agreement  
09-25-2015

“Agreement Commencement Date” means January 1, 2017, or such other date as shall be mutually agreed to in writing by the parties hereto;

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

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

;

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

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

**Initial Term.** The Initial Term of this Agreement shall begin as of January 1, 2017 and shall expire on September 30, 2017.

**Renewal Term.** Upon expiration of the Initial Term, this Agreement shall renew for successive terms of one-year (each a “Renewal Term”) subject to consent of each Parties’ Boards of Directors, unless terminated as provided herein.

**Termination.** At any time following the expiration of the Initial Term, and any time during any Renewal Term, DART may terminate this Agreement by giving DCTA at least ninety (90) days prior written notice of the intent to terminate, other than with regard to Sections 11, and 13 hereof, which will be governed as set forth in those Sections. DCTA may terminate this Agreement by giving DART at least ninety (90) days prior written notice of the intent to terminate, other than with regard to Section 11 and 13, which shall be governed as set forth therein.

## **Section 3. DISPATCHING EQUIPMENT**

During the Term of this Agreement the dispatch equipment located at the DCTA Rail Facility shall serve as a redundant dispatch location for dispatching rail service for the DFW subdivision until such time as DART is able to establish its own dispatch system facility, but not to exceed the Term of this Agreement. DART or its contractor shall be responsible for maintaining the dispatch equipment referenced above. DCTA shall continue to grant DART and its contractor access to the dispatch equipment during the time period referenced in this section.

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

During the Term, operating cost efficiencies may accrue to the benefit of DART and DCTA

by sharing costs with respect to certain operations and/or purchases (e.g., insurance and other sharable costs). The methodology and agreement with respect to the allocation of such shared costs will be agreed to in writing by the President/Executive Director of the impacted Parties.

## **Section 5. FISCAL MATTERS**

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

5.2 **Billing for Services.** DART shall prepare and deliver a monthly invoice to DCTA which addresses all amounts owed by DCTA to DART for the period(s) described in the invoice pursuant to Section 6, below. Unless otherwise agreed in writing by the Parties, DART's invoice will be submitted to DCTA within fifteen (15) days after the end of the calendar month. DCTA shall pay to DART the amounts set forth in the invoice within thirty (30) days after receipt of the invoice. The invoice shall adequately document all applicable credits to either Party. The Parties may from time to time agree that for purposes of administrative convenience the categories of services provided by DART pursuant to this Agreement may be split into two or more invoices submitted by DART at different times of the month, provided that DCTA shall in no case be required to pay DART less than thirty (30) days after the receipt of any such invoice.

5.3 **Right to Audit.** Each Party, at its own expense, shall have the right to audit the other Party regarding any costs incurred under this Agreement.

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

6.1 **TVM Servicing.** For the maintenance and revenue servicing of ticket vending machines (TVM) at stations on the DCTA Corridor, DCTA agrees to pay DART TVM Maintenance and Servicing Fees determined in accordance with the provisions of Exhibit "C" attached hereto and incorporated herein for all purposes.

6.2 **Platform Maintenance.** For the provision of platform maintenance at the DART Trinity Mills Station, DCTA agrees to pay DART a share of the platform maintenance costs in accordance with Section 9 below.

## **Section 8. Reciprocal Fare Policy**

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

## **Section 9. TRINITY MILLS STATION**

9.1 **Cost Allocation.** The Trinity Mills Station is a shared station of DART light rail and DCTA rail service with separate platforms for the two services. The Parties agree that \$1,380.00 of the monthly platform maintenance costs of the Trinity Mills Station will be allocated to DCTA.

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

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

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

## **Section 11. INDEMNIFICATION.**

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

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

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

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

## **Section 12. INSURANCE.**

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

- (a) Workers' Compensation insurance, providing benefits as required under the Workers' Compensation Act of the State of Texas. Employers Liability insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease. This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DART or DCTA.
- (b) Comprehensive Automobile Liability insurance or its equivalent, covering all owned, hired, and non-owned vehicles used in connection with the work performed under this Agreement with limits of liability not less than \$2,000,000 each person and \$2,000,000 each accident for bodily injury, and \$2,000,000 each occurrence for property damage.

12.2 **Certificates of Insurance:** Before the Agreement Commencement Date, DCTA and DART shall exchange Certificates of Insurance at the following addresses:

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

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

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

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

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

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

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

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

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

Companies issuing the above described insurance policies and DART shall have no

recourse against DCTA for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of DART.

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

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

### **Section 13. DCTA FURNISHED INSURANCE**

13.1 **Commercial General Liability:** Through a combination of insured and self-insured insurance programs, DCTA will provide and maintain in force an insurance program to provide the following primary insurance coverage during the Term of this Agreement. The insurance shall be for the benefit of DART, DCTA and First Transit. DART as additional insured shall be entitled to the same limits and types of primary insurance coverage under the program as DCTA. Other interests will be covered by the program at the sole discretion of DCTA, so long as it does not adversely affect the interests of DART.

(a) *Description of Coverage Provided:* Through a combination of insurance and self-insurance, DCTA will furnish commercial general liability insurance with limits that meet the requirements of various commuter rail passenger service agreements. The current program shall provide DART with a minimum of at least \$125,000,000 worth of primary and non-contributing commercial general liability insurance coverage through a combination of insurance and self-insurance. The existing program contains a \$2,000,000 self-insured retention. Such insurance will cover property damage and injury or death arising out of the performance of this Agreement. This insurance will not cover injury or death to employees of DART or its subcontractors who have been hired to perform services under this Agreement. DART hereby agrees to be bound by the terms of coverage as contained in such insurance policies or self-insurance programs, to the extent copies of all applicable documents have been timely provided to Contractor.

(b) *Waiver of Rights.* DART waives its rights of subrogation and recovery against DCTA, its director, officers, employees, agents, assigns, subcontractors, insurers and/or sureties for physical loss or damage to the property covered by insurance. DCTA waives any and all right of recovery for physical loss or damage to the property covered by insurance, against DART, its directors, officers, employees, agents, assigns, or other contractors (and subcontractors) engaged in providing Services under this Agreement.

13.2 **Certificates and Policies:** The DCTA furnished insurance coverage described in this Section 13 will be either written by insurance companies approved by DCTA or shall be self-insured. DCTA will provide appropriate certificates of insurance or self-insurance evidencing the coverage described above and evidence of the adequacy of any self-insured portion thereof. All insurance shall be provided by insurance companies whose financial position is equal to Best's rating of A or better.

13.3 **Termination/Modification of the Insurance Program (IP):** DCTA reserves the right to terminate or to modify the IP or any portion thereof. DCTA shall provide one hundred and twenty (120) days advance written notice to DART prior to terminating the IP. DCTA shall make every reasonable effort to obtain appropriate replacement insurance coverage prior to the expiration of the one hundred and twenty (120) day notice period. Written evidence of such replacement insurance shall be provided to DART prior to the effective date of the termination or modification of the IP. If no replacement insurance is available to DCTA, then the Parties will mutually agree on how to proceed, but in no event will DCTA be allowed to provide DCTA Rail Service in the DCTA Corridor without insurance as required by the DCTA Corridor Agreement.

13.5 **Contractor/Subcontractor:** DART shall provide DCTA a listing of all permanent contractors and subcontractors performing work related to the operations or maintenance of the corridor or other services provided under this agreement. The list shall be provided to DART initially upon execution hereof and updated as needed, but at a minimum, annually.

## **Section 14. MISCELLANEOUS PROVISIONS.**

### **14.1 Early Termination of Agreement**

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

(b) *Mutual Agreement.* This Agreement may also be terminated prior to the expiration of the Term by mutual written agreement at any time.

### **14.2 Resolution of Disputes**



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

(b) *Non-Binding Mediation.* It is the desire and intent of the Parties to avoid, if possible, the expense and delay inherent in litigation. Therefore, whenever a disputed issue cannot be resolved through the process set forth in Section 14.2(a), above, the matter will be submitted to non-binding mediation. Accordingly, in regard to disputed issues, the parties hereto agree that:

(1) Subject to the provisions of Section 14.2(a), above, either Party may determine, in its sole discretion, that a dispute shall be submitted to mediation, and shall initiate the mediation process by written notice to the other Party.

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

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

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

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

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

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

said parties. There are no third party beneficiaries to this Agreement.

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

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

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

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

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

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

14.11 **Reference.** The use of the words "hereof," "herein," "hereunder", and words of similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

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

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

**If to DART:** President/Executive Director  
Dallas Area Rapid Transit  
P. O. Box 660163  
1401 Pacific Ave.  
Dallas, Texas 75266-7201

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

**If to DCTA:** President/Executive Director  
Denton County Transportation Authority  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057

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

14.14 **Execution Date.** Notwithstanding Section 2 of this Agreement, this Agreement shall not be binding on the Parties until signed by authorized representatives of each Party

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

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

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

(Signatures on Following Page)

Executed on the dates indicated below, pursuant to the authority of Resolution No. \_\_\_\_\_ of the Dallas Area Rapid Transit Board of Directors, adopted December XX, 2016, Authorization of the Denton County Transportation Authority Board of Directors, approved December XX, 2016,

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

**DCTA:**

**DART:**

DENTON COUNTY TRANSPORTATION  
AUTHORITY

DALLAS AREA RAPID TRANSIT

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

By: \_\_\_\_\_  
Gary C. Thomas, P.E.  
President/Executive Director

Date: \_\_\_\_\_ 2016

Date: \_\_\_\_\_ 2016

APPROVED AS TO FORM:

APPROVED AS TO FORM

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

By: \_\_\_\_\_  
Scott Carlson, General Counsel

# EXHIBIT A

## MAP OF DCTA A-TRAIN RAIL SERVICE



**EXHIBIT B****SHARING COSTS BETWEEN DART AND DCTA**

- Section 1. **Purpose.** It is the intent of the Parties to reduce operating costs of each agency by sharing the costs of functions identified in this Agreement.
- Section 2. **Initial Costs Sharing.** The Parties agree that the FY17 budgeted costs shall be shared as indicated below.

<b>Description of Function to be Shared</b>	<b>Total Cost of Shared Function</b>	<b>DART Share of Total Cost</b>	<b>DCTA Share of Total Cost</b>
Director Safety & Regulatory Compliance	\$159,186.50	\$106,124.33	\$53,062.17
<b>Total</b>	<b>\$159,186.50</b>	<b>\$106,124.33</b>	<b>\$53,062.17</b>

## **EXHIBIT C**

### **PROVISION OF TICKET VENDING MACHINE (TVM) REVENUE COLLECTION AND SERVICING ON DCTA CORRIDOR**

#### **Section 1. TVM Revenue Collection and Servicing**

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

#### **Section 2. Service Priority**

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

#### **Section 3. Reimbursement for Services**

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



Section 4. **Reporting**

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

Section 5. **Ticket Stock**

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

Section 6. **Warranty / Repair Work**

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

Section 7. **Keys and Servicing Equipment**

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

Section 8. **Security**

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

### TVM SERVICE AND FEE TABLE

#### SERVICE ON DEMAND\*

Item Description				
	Quantity	Unit	Unit Cost	Total Fixed Cost
<b>Equipment and Supplies</b>				
Revenue Agent - Uniforms and Safety Equipment (\$525 ea shared with DART at 50%)	0.5	ea	\$525	\$263
Communications (\$360 yr. phone shared with DART at 50%)	0.5	ea	\$360	\$180
<b>Total Estimated Fixed Cost per Year</b>				<b>\$443</b>
<b>Total Estimated Fixed Cost per Month</b>				<b>\$37</b>

Item Description				
	Quantity	Unit	Unit Cost - See Note B	Total Variable Cost
<b>Services</b>				
Revenue Analyst Salary	As Requested	hr	\$39.25	TBD
Revenue Container Collection (tech/guard/drive)	As Requested	hr	\$36.10	TBD
Mechanic Onsite Repairs (mechanic/guard/drive)	As Requested	hr	\$51.11	TBD
Component Rebuild in Shop (mechanic rate)	As Requested	hr	\$37.88	TBD
Preventive Maint. Onsite (mechanic/guard/drive)	As Requested	hr	\$51.11	TBD
Component Preventive Maint. Shop (mechanic rate)	As Requested	hr	\$37.88	TBD
Technician 1 or 2 onsite repairs (tech/guard/drive)	As Requested	hr	\$37.88	TBD
Count Room (processing cash/hoppers/tech paks/deposit prep)	As Requested	hr	\$28.57	TBD
<b>Equipment &amp; Supplies</b>				
Vehicles fuel/capital - See <b>Note A</b>	As Needed	mile	\$0.55	TBD
Parts required for TVMs and component rebuilds	As Needed	ea	Cost	TBD

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

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

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

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

**EXHIBIT D**  
**SPECIAL EVENT SERVICE/ACCESS**

**Section 1.     Purpose.**

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

**Section 2.     Vehicles and Operators.**

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

**Section 3.     Governmental Approvals.**

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

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

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

**Section 5. Operations.**

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

**Section 6. Environmental Protection.**

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

**Section 7. Use by DART.**

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

**Section 8. Security.**

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

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

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

**Section 10. Use of Contractors.**

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

**Section 11. Methods of Termination.**

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

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

**Board of Directors Memo****December 15, 2016****Subject: RM 1(c) Approval of Transit Planning Software Contract Renewal with Remix****Background**

In December of 2015, DCTA entered into a one (1) year sole source agreement with Remix. Remix is the only web-based transit planning software platform that provides rapid route design, import/analysis/modification of existing transit routes, demographic analysis, and operating cost calculations into a single integrated platform for transit planning. Staff is requesting board approval to renew the software agreement for an additional three (3) years.

**Identified Need**

The software allows bus operations staff to develop and test alternative bus route scenarios, including estimating, evaluating, and comparing costs, vehicle requirements, and equity analysis.

**Financial Impact**

The license is \$19,900 annually over a three (3) year term. The total contract cost is \$59,700. Fees will be reimbursed with grant funds at 80%.

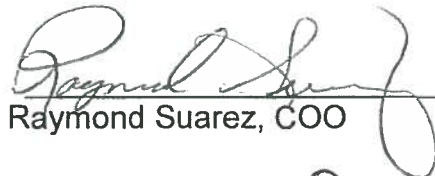
**Recommendation**

Staff recommends the Board approve the Transit Planning Software Contract Renewal with Remix and authorize the president to execute an agreement.

Submitted by:

  
Athena Forrester, CPPO, CPPB  
Senior Procurement Manager

Final Review:

  
Raymond Suarez, COO

Approval:

  
James C. Cline, Jr., President



## Board of Directors Memo

December 15, 2016

Subject: 1(d) Capital Budget Amendment 2017-03: Legal Support

### Background

In November 2016, DCTA received the final invoice in the amount of \$149,773 related to pending litigation expenses. The adopted budget for this project is \$226,553, and \$83,635 has already been expended against the project budget for previous work done. Therefore, the budget needs to be increased by \$6,853, revising the total budget to \$233,406 for this project. The Budget and Operating Policy section of the Financial Policies adopted by the Board require that a budget amendment be approved since this is an increase to the total approved budget of a specific project.

We have realized savings in the GTW Wheel Work capital project (61505) and those savings will be transferred to cover the additional \$6,853 so there will be no bottom line impact to the FY17 Capital budget.

Upon approval of Capital Budget Amendment 2017-03, the following capital projects will be closed.

- 10603 – Legal Support: Amended budget of \$233,406
- 61505 – GTW Wheel Work: Amended budget of \$908,188 (Savings of \$2,262)

### Financial Impact

The approval of the budget amendment will have no bottom line impact to the FY17 Capital budget. We have realized savings in the GTW Wheel Work capital project (61505) and those savings will be transferred to Legal Support for the overage.

### Recommendation

Staff recommends the Board of Directors approve Budget Revision 2017-03.

Department Review: Amanda Riddle  
Amanda Riddle  
Budget Manager

Final Review:   
Anna Mosqueda,  
CFO

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

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

Number: **2017-03**

Type:                      Transfer                ✓            
                                 Revision                                

	Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
<b>FROM:</b>			
61505 - GTW Wheel Work	915,041	(6,853)	908,188
<b>TO:</b>			
10603 - Legal Support	226,553	6,853	233,406
<b>Total</b>	<b>1,141,594</b>	<b>-</b>	<b>1,141,594</b>

**Explanation:**

Reallocate savings from GTW Wheel Work capital project to Legal Support. Both capital projects have been completed and will be closed in December.

Date: 12/5/2016

Requested By Amanda Riddle

Date 12-9-2016

Reviewed By 

Date 9 Dec 2016

President 