

NTMC BOARD OF DIRECTORS MEETING

Wednesday, July 22, 2020 | 9:00 am

To be held by Video Conference

NOTICE IS HEREBY GIVEN that the members of the NTMC Board of Directors will be meeting via video conference link using Zoom. The meeting will be made available to the public at the following web address: <https://zoom.us/j/97076371963> or by joining via telephone by dialing the following number: +1 346 248 7799; Meeting ID: 970 7637 1963

CALL TO ORDER

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 NTMC. 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@ntmc.com no later than 3:00 pm on Tuesday, July 21, 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 Citizen Comments. However, the Board of Directors may have the item placed on a future agenda for action; refer the item to the NTMC Officers for further study or action; briefly state existing NTMC policy; or provide a brief statement of factual information in response to the inquiry.

1. CONSENT AGENDA
 - a. Approval of Minutes from May 28, 2020 Board Meeting
 - b. Approval of Minutes from June 25, 2020 Joint Workshop at the DCTA Board of Directors Meeting
2. REGULAR AGENDA
 - a. Review Monthly Financial Statements for FY2020 Year to Date June 2020
 - b. NTMC FY2021 Budget Workshop
 - c. General Manager Report, Hendrickson Transportation Group
 - d. NTMC Vision and Mission Statement
 - e. Authorize the NTMC President to extend the General Manager Contract through Dec. 2020
3. NEXT BOARD MEETING – The next NTMC Board meeting is currently scheduled for August 26, 2020 at 9:00 a.m.

4. FUTURE AGENDA ITEMS

NTMC Officers may discuss proposed future agenda items. Board members may request an item(s) to be added to the next Board meeting agenda.

5. CONVENE EXECUTIVE SESSION

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

- a. As Authorized by Section 551.074(a)(1) of the Texas Government Code, the Board Meeting may be Convened into Closed Executive Session for Deliberation of Personnel Matters: duties of NTMC General Manager.
- b. The Board reserves the right to go into closed executive session at any time during the meeting pursuant to the Texas Government Code § 551.071(2) to seek confidential legal advice from the Corporation's attorneys regarding any agenda item listed hereon.

6. RECONVENE OPEN SESSION

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

7. ADJOURN

BOARD MEMBERS:

Dean Ueckert, Chair

Richard Hayes, Vice Chair

Don Combs, Sara Hensley, Raymond Suarez

OFFICERS:

Kristina Holcomb, NTMC President

Nicole Recker, NTMC Vice President

Marisa Perry, NTMC Treasurer

Brandy Pedron, NTMC Secretary

CERTIFICATE – I certify that the above agenda giving notice of meeting was posted on the bulletin board at the Corporation's offices, which are also the offices of the Denton County Transportation Authority, on 7/17/2020 at 4:06 PM.



Brandy Pedron, NTMC Secretary

MEETING MINUTES

THE BOARD OF DIRECTORS MEETING

May 28, 2020 | 9:00 am

This meeting was held by Video Conference through Adobe Connect

The Board of Directors of the North Texas Mobility Corporation convened the Regular Meeting of the Board of Directors with Dean Ueckert, Chair presiding on May 28, 2020 virtually.

ATTENDANCE

BOARD MEMBERS

Dean Ueckert
Richard Hayes
Don Combs
Sara Hensley
Raymond Suarez

OFFICERS

Kristina Holcomb, President
Nicole Recker, Vice President
Marisa Perry, Treasurer
Brandy Pedron, Secretary

LEGAL COUNSEL

Joe Gorfida

OTHER ATTENDEES

Javier Trilla
Troy Raley
Amanda Riddle
Amber Karkauskas
Claire Powell
Paula Richardson
Brandi Bird

CALL TO ORDER – *The meeting is called to order by Chair Ueckert at 9:10 am*

BRIEF ORIENTATION TO NAVIGATING THE VIDEO CONFERENCE – *Kristina Holcomb gave a brief orientation to how to make a public comment.*

PUBLIC COMMENT – *Tyletha Goff made a public comment.*



1. CONSENT AGENDA

a. Approval of Minutes from April 22, 2020 Board Meeting

- ***VOTE:** Raymond Suarez made a motion to approve the April 22, 2020 meeting minutes as prepared. Vice Chair Hayes seconded the motion. All signified by saying "I". A roll-call vote was not needed because there were no "no" votes; the "I" vote was unanimous.*

2. REGULAR AGENDA - *Chair Ueckert discussed the request of a Joint DCTA and NTMC meeting in June made by the DCTA Board of Directors. With that, Chair Ueckert pulled the following items from this agenda:*

- *Item 2d: Discuss and Consider Resolution 2020-N007 Approving Amended and Restated Bylaws; and*
- *Closed Executive Session Item 4b: As Authorized by Section 551.074(a)(1) of the Texas Government Code, the Board Meeting may be Convened into Closed Executive Session for Deliberation of Personnel Matters: duties of NTMC General Manager.*

a. Coronavirus (COVID-19) Response Update – *Chair Ueckert previously ask the Officers to keep the Board updated by email as has been done to save time here in the meeting.*

- *President Holcomb briefly announced that DCTA had a reduction in force and some staff have taken on other duties as assigned. Nicole Recker is not over mobility services.*
- *Vice President Recker updated the Board on a request NTMC received from the Union Local Chapter and National ATU regarding Hazard Pay. NTMC is working on aligning its response with regional partners such as DART. The DCTA Board was briefed yesterday due to the financial impact on the budget this item may have. Further discussion with the DCTA Board will occur next month and ant DCTA's actions will be brought to the NTMC Board for approval.*

h. Consider Resolution 2020-N001 Approving FY20 Budget Amendment Continued from February 28, 2020 Meeting – *Chair Ueckert moved this item to the top of the agenda to ensure it was addressed. And briefed the Board on this item postponed from the February Board Meeting.*

- ***VOTE:** Sara Hensley made a motion to approve Resolution 2020-N001. Raymond Suarez seconded the motion. All signified by saying "I". A roll-call vote was not needed because there were no "no" votes; the "I" vote was unanimous.*

b. General Manager Report, Hendrickson Transportation Group

- *NTMC General Manager, RJ Garza gave an update to the Board.*
 - o *NTMC Culture is improving*
 - o *Recommend to the Board that the NTMC Vision and Mission be addressed and developed to align with DCTA's Vision and Mission*
 - o *The General Manager needs to be engaged in all aspects of operational goals and provide assistance with any financials that affect NTMC and DCTA as well. The GM position deserves the right to have the authority of the overall NTMC operation to include the expenses that go along with it. DCTA's oversight should be clear that they act as a resource and provide guidance for the General Manager to ensure there is no legal conflict in the structure of NTMC.*
 - o *Service reductions are in place and will continue in the foreseeable future.*
 - o *Working collaboratively with Customer Service to rebuild the service of the Access*
 - o *Recommend a strategy to locate two buses to assist in relieving drivers when necessary.*
 - o *Continue employee engagement and providing weekly staff leadership meetings.*
- *Chair Ueckert asked RJ Garza to change the frequency of this weekly report sent to the board to a bi-weekly report.*

c. Discuss Reduction In Force

- *The letters sent out were included in the packet.*
- *Vice President Recker provided additional details. As we are looking forward and speaking with the DCTA about service levels and the funding we will not have through sales tax, DCTA is moving forward with the recommendation to formally adopt the existing levels of service for the remainder of FY20. The financial impact of adopting that was discuss with the DCTA Board on yesterday [May 27] and the DCTA Board approved that Budget Amendment which will be presented later on this agenda. A reduction in budget and reduction in service leads to a reduction in force. NTMC is working with legal counsel to make sure this is done in line with the CBA.*
- *Approximately 39 Operators will be impacted by the reduction in force.*

i. Consider Resolution 2020-N005 Approving FY20 Budget Amendment

- *Treasurer Perry provided a briefing of this.*
- ***VOTE:** Vice Chair Hayes made a motion to approve Resolution 2020-N001. Sara Hensley seconded the motion. All signified by saying "I". A roll-call vote was not needed because there were no "no" votes; the "I" vote was unanimous.*



- d. Discuss and Consider Resolution 2020-N007 Approving Amended and Restated Bylaws.
 - *This item was pulled from the Agenda.*
- e. Discussion with DCTA Board Chair, Dianne Costa Regarding NTMC Path Forward
 - *Dianne Costa, Chair of DCTA Board discussed the NTMC's modification requests of the NTMC Bylaws and Certification of Formation with the DCTA Board yesterday [May 27] and shared concern regarding some of the changes being requested. DCTA Board tabled those decisions on the Certification of Formation until DCTA and NTMC can have a Joint meeting next month on June 25.*
- f. General Manager RFP Update
 - *No updates at this time. DCTA procurement department have the materials needed and we can pause on this item until after the Joint meeting with the DCTA Board.*
- g. Review Monthly Financial Statements for FY2020 Year to Date April 2020
 - *Marisa Perry went through the material provided in the packet with the Board.*

3. NEXT BOARD MEETING – The next NTMC Board meeting is currently scheduled for June 24, 2020 at 9:00 a.m.

4. FUTURE AGENDA ITEMS – *No future agenda items at this time.*

CONVENE EXECUTIVE SESSION – *The Board convened into executive session at 10:15 a.m. for the following:*

- a. As Authorized by Section 551.071(1)(A) of the Texas Government Code, the Board of Directors will Convene into Closed Executive Session for the Purpose of discussing the following with the General Counsel and/or Labor Attorney: pending arbitration #380 between ATU 1338 and NTMC.

RECONVENE OPEN SESSION – *The Board reconvened into open session at 10:40 a.m. No action was taken.*

5. ADJOURN – *The meeting was motioned to adjourn at 10:43 am by Don Combs. Motion for adjournment was seconded by Sara Hensley.*

Dean Ueckert, Board Chair

ATTEST:

Brandy Pedron, NTMC Secretary

MEETING MINUTES

NTMC BOARD OF DIRECTORS JOINT WORKSHOP WITH DCTA BOARD OF DIRECTORS

June 25, 2020 | 10:00 am

The Board of Directors of the North Texas Mobility Corporation convened the Joint Workshop of the Board of Directors with the Denton County Transportation Authority and Richard Hayes, Vice Chair presiding on June 25, 2020 remotely and at Medical City of Lewisville Grand Theatre.

ATTENDANCE

BOARD MEMBERS

Richard Hayes
Don Combs
Sara Hensley
Raymond Suarez

OFFICERS

Kristina Holcomb, President
Nicole Recker, Vice President
Marisa Perry, Treasurer

LEGAL COUNSEL

Joe Gorfida

CALL TO ORDER – *The meeting is called to order by Vice Chair Hayes at 10:08 am*

WORKSHOP – The DCTA and NTMC Board of Directors held a joint workshop and discussed the following: Review DCTA's Initial Intent for NTMC; Discuss DCTA's Long Term Options for NTMC; Discuss DCTA & NTMC Board Workflow; Discuss Outstanding Items: Certificate of Formation Modification, Bylaw Modification, General Manager RFP; and DCTA Direction for NTMC Board

[DCTA Board Chair Costa made a motion to recess the meeting for short break at 10:52 am. The time of recess expired, and the meeting resumed at 11:05 am.]

- DCTA Board Member, Cesar Molina, recommended the DCTA Board give the NTMC Board recommendations to pause on moving forward with changes to the NTMC Bylaws and Certificate of Formation and that the DCTA Board direct the DCTA staff to rewrite the Interlocal Agreement (ILA) so that it matches what they want NTMC's role to be and then

bring back to the DCTA Board for review and approval before holding another Joint meeting with both Boards to communicate the ILA changes. Both the DCTA Board and NTMC Board members all agreed.

[Motion to adjourn the NTMC Board meeting was made by Vice Chair Hayes and seconded by Don Combs. All in favor. The NTMC Board meeting was adjourned at 12:54 p.m.]

ADJOURN – *The meeting was motioned to adjourn at 12:54 pm by Vice Chair Hayes. Motion for adjournment was seconded by Don Combs.*

Dean Ueckert, Board Chair

ATTEST:

Brandy Pedron, NTMC Secretary



NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION

MONTH AND YEAR TO DATE JUNE 30, 2020

(UNAUDITED)

Description	Month Ended June 30, 2020			Year to Date June 30, 2020			
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
Operating Expenses							
Salary, Wages and Benefits	\$ 342,225	\$ 490,086	\$ 147,861	\$ 5,647,860	\$ 5,922,370	\$ 274,510	\$ 7,531,382
Outsourced Services and Charges	22,938	22,220	(718)	108,191	194,969	86,778	261,629
Insurance	9,748	11,052	1,304	87,724	99,468	11,744	132,636
Employee Development	151	4,890	4,739	14,984	60,050	45,066	74,700
Total Operating Expenses	375,063	528,248	153,185	5,858,760	6,276,857	418,097	8,000,347
Income (Loss) before Transfers	(375,063)	(528,248)	153,185	(5,858,760)	(6,276,857)	418,097	(8,000,347)
Transfers In	375,063	528,248	(153,185)	5,858,760	6,276,857	(418,097)	8,000,347
Total Transfers	375,063	528,248	(153,185)	5,858,760	6,276,857	(418,097)	8,000,347
Change in Net Position	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



NORTH TEXAS MOBILITY CORPORATION

STATEMENT OF NET POSITION

AS OF JUNE 30, 2020

(UNAUDITED)

	June 30, 2020	May 31, 2020	Change
Assets			
Operating Cash & Cash Equivalents	\$ 276,905	\$ 275,666	\$ 1,239
Accounts & Notes Receivable	1,725	1,725	-
Prepaid Expenses	29,216	38,964	(9,748)
Total Assets	307,846	316,355	(8,509)
Liabilities			
Accounts Payable and Accrued Expenses	307,846	316,355	(8,509)
Total Liabilities	307,846	316,355	(8,509)
Net Position			
Change in Net Position	-	-	-
Total Net Position	\$ -	\$ -	\$ -

NORTH TEXAS MOBILITY CORPORATION
FY 2021 Proposed Budget
Change in Net Position - Budget v. Actual History

Description	NTMC FY 2019 Budget (June-Sept 2019)	NTMC FY 2019 Actuals (June-Sept 2019)	NTMC FY 2020 Adopted Budget	NTMC FY 2020 Working Budget	NTMC FY 2021 Proposed Budget	\$ Increase / (Decrease)
OPERATING EXPENSES						
Salary, Wages & Benefits	\$ 2,674,142	\$ 2,685,968	\$ 8,460,824	\$ 7,531,382	\$ 6,646,645	\$ (884,737)
Outsourced Services & Charges	29,154	28,449	95,040	261,629	389,853	128,224
Materials & Supplies	-	-	-	-	2,604	2,604
Utilities	-	-	-	-	-	-
Insurance, Casualties & Losses	40,408	42,105	132,636	132,636	125,244	(7,392)
Purchased Transportation Services	-	-	-	-	-	-
Employee Development	74,147	3,780	93,200	74,700	52,700	(22,000)
Leases & Rentals	-	-	-	-	-	-
Total Operating Expenses	2,817,851	2,760,302	8,781,700	8,000,347	7,217,046	(783,301)
Income (Loss) Before Transfers	(2,817,851)	(2,760,302)	(8,781,700)	(8,000,347)	(7,217,046)	783,301
Transfers Out	-	-	-	-	-	-
Transfers In	2,817,851	2,760,302	8,781,700	8,000,347	7,217,046	(783,301)
Total Transfers	2,817,851	2,760,302	8,781,700	8,000,347	7,217,046	(783,301)
CHANGE IN NET POSITION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*North Texas Mobility Corporation began June 2, 2019. FY 2019 Budget only includes expenses for June - September.

<i>Full Time Equivalent (FTE)</i>	139.50	137.00	104.00
		(4)	(B)

(A) Net -2.5 FTEs: Addition of Recruiter/HR Generalist; Conversion of Operations Specialist 0.5 FTE to full-time position 1.0 FTE; Reduction of Bus Operators (3 FTEs) due to a reduction in service hours from service changes made in March and May 2020; Deletion of General Manager position (moving to a contracted position)

(B) Net -33 FTEs: Reduction of Bus Operators (33 FTEs) due to 70k decreased service hours as a result of service reductions implemented during COVID-19

NORTH TEXAS MOBILITY CORPORATION
FY 2021 Proposed Budget
Budget Detail by Department

Account Number	Account Description	FY21				FY21				FY21				FY21				FY21				TOTAL FY21									
		701 NTMC		702 NTMC		703 NTMC		704 NTMC		700 NTMC		711 NTMC		713 NTMC		731 NTMC		732 NTMC		733 NTMC		740 NTMC		770 NTMC		780 NTMC		790 NTMC		Bus Services (NTMC)	
		FY21	701 NTMC	FY21	702 NTMC	FY21	703 NTMC	FY21	704 NTMC	FY21	700 NTMC	FY21	711 NTMC	FY21	713 NTMC	FY21	731 NTMC	FY21	732 NTMC	FY21	733 NTMC	FY21	740 NTMC	FY21	770 NTMC	FY21	780 NTMC	FY21	790 NTMC	FY21	Bus Services (NTMC)
Operating Expenses																															
50110	Salary & Wages - Regular	\$ 653,356	\$ 100,772	\$ 79,673	\$ 37,388	\$ 189,816	\$ 615,126	\$ 321,467	\$ 180,872	\$ 20,149	\$ 178,406	\$ 80,896	\$ 359,712	\$ 598,176	\$ 720,599	\$ 4,136,408															
50120	Salary & Wages - Overtime	\$ 65,335	\$ 8,063	\$ 7,967	\$ 3,740	\$ 3,156	\$ 61,513	\$ 32,148	\$ 18,089	\$ 2,014	\$ 17,840	\$ 8,089	\$ 24,372	\$ 38,316	\$ 52,452	\$ 343,094															
50160	Paid Time Off	\$ 54,353	\$ 8,386	\$ 6,628	\$ 3,111	\$ -	\$ 50,609	\$ 26,742	\$ 15,045	\$ 1,678	\$ 14,843	\$ 6,729	\$ -	\$ -	\$ -	\$ -															
50205	ER Medicare & Social Security	\$ 63,133	\$ 9,737	\$ 7,699	\$ 3,613	\$ 14,760	\$ 58,764	\$ 31,061	\$ 17,477	\$ 1,946	\$ 17,239	\$ 7,819	\$ 29,376	\$ 48,696	\$ 59,136	\$ 370,456															
50210	ER Match - Retirement	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ 12,000	\$ 15,600	\$ 32,400															
50215	Health Insurance	\$ 210,402	\$ 32,452	\$ 25,656	\$ 12,039	\$ 54,480	\$ 195,849	\$ 103,520	\$ 58,246	\$ 6,489	\$ 57,452	\$ 26,052	\$ 135,336	\$ 193,872	\$ 243,408	\$ 1,355,253															
50225	SUTA	\$ 5,511	\$ 850	\$ 673	\$ 316	\$ 5,604	\$ 5,127	\$ 2,708	\$ 1,525	\$ 171	\$ 1,506	\$ 683	\$ 11,151	\$ 18,471	\$ 22,434	\$ 76,730															
50230	FUTA	\$ -	\$ -	\$ -	\$ -	\$ 1,242	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,475	\$ 4,104	\$ 4,986	\$ 12,807															
50231	Life & Disability Insurance	\$ 11,418	\$ 1,760	\$ 1,393	\$ 653	\$ 2,664	\$ 10,626	\$ 5,617	\$ 3,160	\$ 352	\$ 3,117	\$ 1,409	\$ 6,600	\$ 9,828	\$ 11,748	\$ 70,345															
50235	Vision	\$ 3,119	\$ 482	\$ 381	\$ 178	\$ 756	\$ 2,901	\$ 1,536	\$ 863	\$ 95	\$ 850	\$ 385	\$ 1,764	\$ 2,532	\$ 2,868	\$ 18,710															
50265	Dental	\$ 7,571	\$ 1,167	\$ 923	\$ 432	\$ 1,512	\$ 7,049	\$ 3,725	\$ 2,095	\$ 234	\$ 2,067	\$ 939	\$ 3,516	\$ 5,388	\$ 5,700	\$ 42,318															
	TOTAL SALARY & BENEFITS	\$ 1,074,198	\$ 163,669	\$ 130,993	\$ 61,470	\$ 277,590	\$ 1,007,564	\$ 528,524	\$ 297,372	\$ 33,128	\$ 293,320	\$ 133,001	\$ 575,502	\$ 931,383	\$ 1,138,931	\$ 6,646,645															
50302	Advertising	\$ -	\$ -	\$ -	\$ -	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800		
50306	Uniforms	\$ 5,185	\$ 1,635	\$ 1,556	\$ 674	\$ -	\$ 7,189	\$ 4,365	\$ 2,118	\$ 267	\$ 1,447	\$ 2,217	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500	\$ 40,153						
50307	Service Fees	\$ -	\$ -	\$ -	\$ -	\$ 44,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,300			
50309	Professional Services	\$ -	\$ -	\$ -	\$ -	\$ 171,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171,600			
50310	General Services	\$ -	\$ -	\$ -	\$ -	\$ 36,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,000			
50311	Printing	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000			
50315	Legal Fees	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000			
50425	Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ 1,404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,404			
50445	Postage	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200			
50630	Workers Compensation Insurance	\$ 32,256	\$ 4,980	\$ 3,936	\$ 1,848	\$ 336	\$ 30,024	\$ 15,876	\$ 8,928	\$ 996	\$ 8,808	\$ 3,996	\$ 492	\$ 588	\$ 12,180	\$ 125,244															
50910	Dues & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400			
50915	Registration Fees	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500			
50920	Travel	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ 3,000	\$ 5,400		
50930	Meals - Non Travel	\$ -	\$ -	\$ -	\$ -	\$ 7,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500			
50940	Other Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400			
50945	Training & Development	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 36,500		
	TOTAL OPERATING (LESS SALARY & BENEFITS)	\$ 37,441	\$ 6,615	\$ 5,492	\$ 2,522	\$ 369,940	\$ 37,213	\$ 20,241	\$ 11,046	\$ 1,263	\$ 10,255	\$ 6,213	\$ 4,692	\$ 16,788	\$ 40,680	\$ 570,401															
	TOTAL FY21 OPERATING EXPENSES	\$ 1,111,639	\$ 170,284	\$ 136,485	\$ 63,992	\$ 647,530	\$ 1,044,777	\$ 548,765	\$ 308,418	\$ 34,391	\$ 303,575	\$ 139,214	\$ 580,194	\$ 948,171	\$ 1,179,611	\$ 7,217,046															

NORTH TEXAS MOBILITY CORPORATION
FY21 Proposed Budget
Outsourced Services & Charges Detail

ADVERTISING

700	Advertising for Recruiting Purposes (All Bus Operations Positions)	4,800
		ADVERTISING TOTAL \$

UNIFORMS

701	Uniforms for Operators on UNT Service	5,185
702	Uniforms for Operators on NCTC Service	1,635
703	Uniforms for Operators on Frisco Service	1,556
704	Uniforms for Operators on CCT Service	674
711	Uniforms for Operators on Denton Fixed Route Service	7,189
713	Uniforms for Operators on Lewisville Fixed Route Service	4,365
731	Uniforms for Operators on Denton Demand Response Service	2,118
732	Uniforms for Operators on Highland Village Demand Response Service	267
733	Uniforms for Operators on Lewisville Demand Response Service	1,447
740	Uniforms for Operators on North Texas Xpress Service	2,217
790	Uniforms for Maintenance Staff	13,500
		UNIFORMS TOTAL \$

SERVICE FEES

700	Payroll Processing Fees	33,600
700	Flexible Spending Account/Health Savings Account/COBRA Administration	4,800
700	401k/Affordable Care Act/Family Medical Leave Act Administration	5,900
		SERVICE FEES TOTAL \$

PROFESSIONAL SERVICES

700	Annual General Manager Contract	171,600
		PROFESSIONAL SERVICES TOTAL \$

GENERAL SERVICES

700	Pre-employment Screenings: Background Checks	2,400
700	Department of Transportation Physicals	24,000
700	Drug and Alcohol Testing Services	9,600
		GENERAL SERVICES TOTAL \$

PRINTING

700	Employee Handbook, Miscellaneous Printing	3,000
		PRINTING TOTAL \$

LEGAL FEES

700	General Legal Services	90,000
		LEGAL FEES TOTAL \$

Department Code:

700	NTMC Bus Service Administration	704	NTMC CCT	732	NTMC Highland Village Demand Response
701	NTMC UNT	711	NTMC Denton Fixed Route	733	NTMC Lewisville Demand Response
702	NTMC NCTC	713	NTMC Lewisville Fixed Route	740	NTMC North Texas Xpress
703	NTMC Frisco	731	NTMC Denton Demand Response	790	NTMC Maintenance

NORTH TEXAS MOBILITY CORPORATION

FY21 Proposed Budget

Employee Development Detail

DUES & SUBSCRIPTIONS (50910)

770	Dues & Subscriptions - Access ADA Newsletter	400
		DUES & SUBSCRIPTIONS TOTAL \$

REGISTRATION FEES (50915)

700	Miscellaneous Training Opportunities - Society of HR Management	500
		REGISTRATION FEES TOTAL \$

TRAVEL (50920)

700	Miscellaneous Training Opportunities - Administration	1,200
780	Miscellaneous Training Opportunities - Supervisors & Dispatch, Safety Trainings	1,200
790	Miscellaneous Training Opportunities - Maintenance	3,000
		TRAVEL TOTAL \$

MEALS - NON TRAVEL (50930)

700	Staff Development and Training, Operator Appreciation Events, Employee Appreciation Events	7,200
770	Staff Development and Training - Customer Service	300
		MEALS - NON TRAVEL TOTAL \$

OTHER MISCELLANEOUS (50940)

700	Employee Recognition Program	2,400
		OTHER MISCELLANEOUS TOTAL \$

TRAINING & DEVELOPMENT (50945)

700	Staff Training & Development - Administration	6,000
770	Staff Training & Development - Certified Travel Training Instructor	1,000
770	Staff Training & Development - Certified ADA Paratransit Manager	900
770	Staff Training & Development - Customer Service	1,600
780	Staff Training & Development - Supervisors & Dispatch, Operators	15,000
790	Staff Training & Development - Maintenance	12,000
		TRAINING & DEVELOPMENT TOTAL \$

Department Codes:

700	NTMC Bus Service Administration
770	NTMC Customer Service
780	NTMC Supervisors & Dispatch
790	NTMC Maintenance

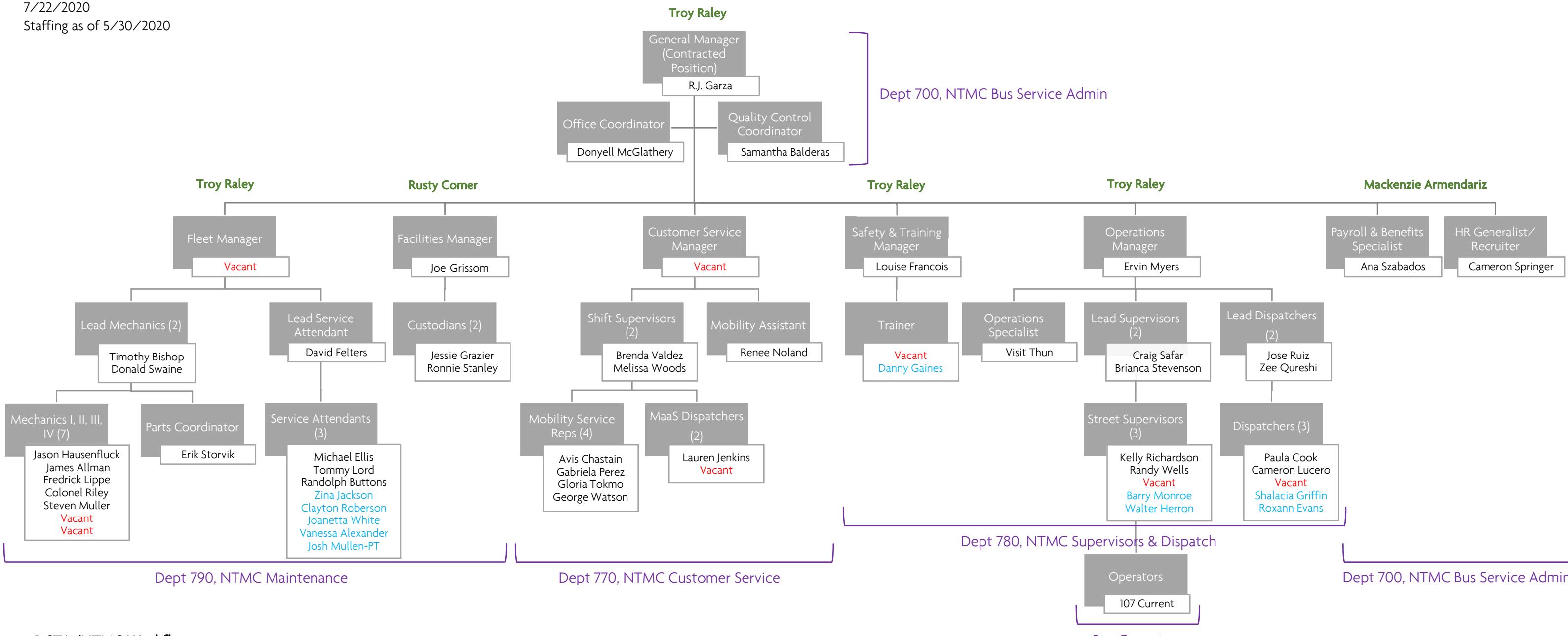


Organizational Chart

FY2021 Budget Workshop

7/22/2020

Staffing as of 5/30/2020



DCTA/NTMC Workflow:

- Troy Raley → Oversight of NTMC Contract/General Manager with Assistance from DCTA Program Managers
- DCTA Program Manager → Oversight of Assigned Department

Performance Issues:

- DCTA Program Manager → Department Head (attempt to address issue) → Troy Raley / RJ Garza (escalated personnel management)

DCTA employees who oversee NTMC functions are in green

Temporary COVID positions are in light blue

Permanent open positions are in red

Bus Operators are accounted for in service departments
701-704, 711, 713, 731-733, 740

STATE OF TEXAS**§**
§
§
§**AGREEMENT FOR TRANSPORTATION
SYSTEM GENERAL MANAGER****COUNTY OF DENTON**

This Agreement for Transportation System General Manager (“Agreement”) is made by and between North Texas Mobility Corporation (“NTMC”) and Hendrickson Transportation Group LLC (“Contractor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, NTMC 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 advisory and management services by providing a General Manager for the day-to-day operation of NTMC, as set forth in Exhibit “A” 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 date of execution hereof (the “Effective Date”) and shall continue for a period of six (6) months unless sooner terminated as provided herein. Thereafter, NTMC shall have the option to extend the Term of this Agreement on a month-to-month basis.

1.2 NTMC may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of NTMC in accordance with this Agreement prior to such termination.

Article II
Contract Documents

2.1 This Agreement consists of the following items:

A. This Agreement; and

B. Scope of Work for services provided to NTMC (attached as Exhibit "A").

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

Article III
Scope of Work

3.1 Contractor shall provide the services specifically set forth in Exhibit "A".

3.2 In addition to those services enumerated in Exhibit "A", the following requirements for the General Manager shall apply:

- A. The General Manager shall be a qualified, diligent, expert, and efficient executive who will reside within an area approved by NTMC. The General Manager will serve as operating officer and be responsible for the day-to-day operation of NTMC in an efficient and effective manner.
- B. The General Manager may, from time to time, have responsibilities to other Contractor managed transit systems, but such responsibilities shall be clearly incidental to General Manager's position with NTMC and not interfere with General Managers day to day operations of NTMC.
- C. Any subsequent appointees to the position of General Manager shall be the responsibility of Contractor but shall not be made without first obtaining the advice and consent of NTMC.
- D. If the person assigned to the position of General Manager is proven to be incapable of performing his/her duties in a manner acceptable to NTMC, then NTMC will advise Contractor and a replacement acceptable to NTMC shall be assigned by Contractor.
- E. If the person assigned to the position of General Manager suffers a disability for a period in excess of two (2) weeks, Contractor shall secure a qualified individual to fill the position of General Manager for as long as the disability may continue, or to replace such individual if necessary, all subject to the advice and consent of NTMC.
- F. Contractor shall not reassign the appointed General Manager to another position with Contractor or otherwise replace the General Manager without the prior substitution of a General Manager acceptable to NTMC.

3.3 Contractor's Responsibilities:

- A. All services rendered by Contractor shall be directly supervised by a senior management executive of Contractor.
- B. The performance of managing NTMC bus operation and maintenance shall be monitored by a senior management executive of Contractor through Contractor's management information system and on-site visits.
- C. All services rendered by Contractor shall be subject to the reasonable supervision and control of NTMC's designated representative.
- D. Contractor shall be solely responsible for all matters relating to payment of its agents and employees, including compliance with social security, withholding, workers compensation, unemployment and all other regulations governing such matters.

Article IV
Schedule of Work

Contractor agrees to commence the services upon a Notice to Proceed from NTMC and to complete the required services in accordance with a work schedule mutually established by NTMC and Contractor. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a Notice to Proceed from NTMC shall be entirely at Contractor's own risk.

Article V
Compensation and Method of Payment

5.1 NTMC shall compensate Contractor for services under this Agreement in an amount not to exceed Fourteen Thousand Three Hundred Dollars (\$14,300.00) per month.

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

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

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

Article VI
Suspension of Work

NTMC shall have the right to immediately suspend work by Contractor if NTMC determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VII
Devotion of Time; Personnel; and Equipment

7.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should NTMC 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 NTMC, and without decreasing the effectiveness of the performance of services required under this Agreement.

7.2 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.

7.3 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 VIII
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 NTMC 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 NTMC.

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

Insurance

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

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 NTMC. In the event of an assignment by Contractor to which NTMC has consented, the assignee shall agree in writing with NTMC 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 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that NTMC 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 NTMC. 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.

11.9 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.

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

11.11 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 NTMC:

Kristina Holcomb
President
NTMC
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75067
Phone: 972-221-4600

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower, 500 North Akard
500 North Akard
Dallas, Texas 75201
Phone: 214-965-9900

If intended for Contractor:

John L. Hendrickson
President
Hendrickson Transportation Group LLC
P. O. Box 2032
Waco, Texas 76703
Phone: 254-405-4200

11.12 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.

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

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

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

11.15 Audits and Records. Contractor agrees that during the term hereof NTMC 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 NTMC or date of termination if sooner.

11.16 Conflicts of Interests. Contractor represents that no official or employee of NTMC has any direct or indirect pecuniary interest in this Agreement.

11.17 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.

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

11.19 Prohibition of Boycott Israel. Contractor 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. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(signature page to follow)

EXECUTED this 26th day of March, 2020.

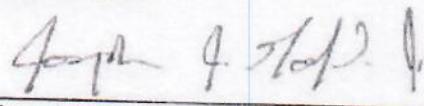
North Texas Mobility Corporation

By:


Kristina Holcomb
President

Approved as to form:

By:


Joseph J. Gorfida, Jr., General Counsel
(03-20-2020:TM 114475)

EXECUTED this 25th day of March, 2020.

Hendrickson Transportation Group LLC

By:

Name:

Title:

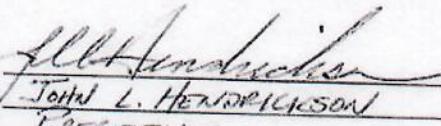

John L. Hendrickson
President

EXHIBIT “A”
Scope of Work



NORTH TEXAS MOBILITY CORPORATION

JOB TITLE: General Manager

DEPARTMENT: Operations

REPORTS TO: Director of Bus Operations

JOB LOCATION: Denton, Texas

LAST REVISION DATE: 11/2019

JOB TYPE: Regular Full-Time

PAY TYPE: Exempt

HOURS: Standard schedule, with nights, weekends, and holidays, when needed

JOB SUMMARY:

Responsible for planning, directing, coordinating, and evaluating the day-to-day activities of bus operations. Provides information, alternatives, and recommendations regarding policy and services. Ensures service is operated in accordance with federal, state, and local regulations and consistent with established policies, procedures, plans, and budgets.

JOB FUNCTIONS:

These duties are a general representation of the position; assignments may vary

- Provides strategic planning and direction to department managers, including administration, operations, maintenance, safety, and customer service.
- Provides leadership and guidance and establishes clear and measurable job expectations and training goals for staff.
- Ensures services are provided within budget and action plans developed and implemented to improve operational efficiencies.
- Assists in the development of the operating and capital budgets and monitors budget adherence.
- Manages financial activities to support transit operations, quality, productivity, and goal attainment.
- Assists with procurements, operational analysis, and service and cost proposals.
- Ensures purchases follow approved policies and procedures.
- Maintains assets including but not limited to vehicles, facilities, inventories, tools, and equipment.
- Assesses resource needs, problems, and trends, and plans accordingly.
- Manages human resources and provides supervision and leadership.
- Drives and supports employee engagement and recognition.
- Oversees labor relations, union procedures and negotiations.
- Investigates, makes, and administers personnel decisions up to and including terminations.
- Develops action plans to ensure customer satisfaction.
- Provides and promotes effective communication with customers.
- Assures a safe working environment.
- Develops policies and procedures in support of operations and administration.

- Ensure compliance of local, state, and federal laws and regulations including Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), Americans with Disabilities Act (ADA) and Equal Employment Opportunity Commission (EEOC).
- Manages and supervises multiple projects concurrently.
- Other related duties as assigned

REQUIREMENTS TO PERFORM WORK:

Essential Knowledge and Skills:

- Ability to communicate effectively in both the written and spoken form; uses appropriate grammar, accurate spelling and punctuation when communicating through written form; communicates effectively with internal and external customers.
- Previous experience in management, supervision, and project management.
- Demonstrated working knowledge of transit operations and the ability to manage a large and complex operations system, multi-site project management, budgeting practices, labor relations, personnel management, strategic planning and employee development and supervision.
- Experience in organization and administrative management. Previous experience in budget development, risk management, human resources, and transit operations.
- Management skills including ability to hold others and self-accountable, to make difficult decisions when necessary, to focus on results, to analyze data, and to plan, develop, and implement formal work plans. Knowledge of basic managing strategies and project coordination.
- Exceptional interpersonal skills to communicate effectively and sensitively with all levels of supervisory and non-supervisory employees, a politically, economically, and culturally diverse work force and represent the agency to the community, government entities, vendors, contractors, and others both inside and outside of the agency.
- Must have excellent oral and written communication skills, with the ability to effectively communicate with customers, staff, and contractors and the ability to handle daily challenges and adjust to adversity.
- Advanced principles and practices of transit system operations management, development and administration.
- Must have problem-solving abilities, organizational skills and excellent presentation skills.
- Extensive knowledge of Federal, State, and local laws and regulations related to transit operations.
- Sound knowledge of safety management principles and practices.
- Previous experience working in a collaborative manner within a collective bargaining environment. Ability to work effectively with labor; including labor grievances and negotiations.
- Experience with establishing and managing budgets.
- Experience with word processing, spreadsheet and project management software packages.
- Knowledge of general business and accounting principles and practices.
- Microsoft Office suite, including Word, Excel, Outlook, PowerPoint.

EDUCATION AND EXPERIENCE:

- Bachelor's degree in a related field (technical business, public and/or transportation administration, transportation planning or related field).
- Five (5) years of increasingly responsible supervisory or management experience; preferably in a large public transit setting; or the equivalent combination of education and experience.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Prolonged periods sitting at a desk and working on a computer.
- Ability to lift 25 pounds
- Repeated use of sight to read documents and computer screens.
- Repeated use of hearing and speech to communicate on telephone and in person.
- Repetitive hand movements, such as keyboarding, writing, 10-key.
- Work regularly requires using hands to finger, handle or feel and repetitive motions, frequently requires sitting and occasionally requires kneeling, stooping, crouching, standing, walking, reaching with hands and arms, lifting, pushing and pulling.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderate.
Works indoors / outdoors and in inclement weather conditions such as rain, hail, ice, sleet, and in cold or hot temperatures.

EXHIBIT “B”
Insurance Requirements

INSURANCE REQUIREMENTS

Contractor shall provide the NTMC 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 NTMC. Contractor shall provide NTMC 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 bidder's policy. Work shall not commence until insurance has been approved by NTMC.

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. NTMC 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

to include coverage for:

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

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

PROFESSIONAL LIABILITY (MAY NOT BE APPLICABLE)

- \$1,000,000 per claim
- \$1,000,000 per aggregate

ADDITIONAL INSURED:

The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name NTMC, its directors and employees as additional insured regarding Contractor 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 NTMC, 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 NTMC. 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:

Contractor 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 NTMC. Contractor shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by NTMC shall not relieve or decrease the liability of Contractor hereunder.

CERTIFICATES:

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Purchasing Manager prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY BIDDER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Contractor's coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Contractor and any subcontractors must be issued reflecting NTMC 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 NTMC. 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:

Contractor 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 NTMC has received written notice. In the event of cancellation or lapse of insurance, Contractor shall notify NTMC immediately and unless otherwise directed by NTMC, shall cease work until evidence of acceptable insurance coverage is supplied to NTMC.

BREACH:

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