

**RESOLUTION 2019-N004**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH TEXAS MOBILITY CORPORATION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR MOBILITY SERVICE OPERATIONS WITH DCTA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, one of the primary purposes of the Corporation is to provide mobility services for and on behalf of the Corporation's creating entity, the Denton County Transportation Authority; and

**WHEREAS**, the Board of Directors of the North Texas Mobility Corporation finds it to be in the best interest of the Corporation to execute an interlocal cooperation agreement pursuant to Chapter 791 of the Texas Government Code for the purpose of setting forth the terms and conditions relating to the provision of mobility services for and on behalf of DCTA;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THAT:**

**SECTION 1.** The President of the Corporation is hereby authorized to sign an Interlocal Cooperation Agreement for Mobility Service Operations with the Denton County Transportation Authority substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 2.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THE 16TH DAY OF APRIL 2019.**

**APPROVED:**

  
\_\_\_\_\_  
Kristina Holcomb, President

**ATTEST:**

  
\_\_\_\_\_  
Brandy Pedron, Secretary

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**Exhibit “A” – Form of Interlocal Cooperation Agreement with DCTA**

<b>STATE OF TEXAS</b>	<b>§</b>	<b>INTERLOCAL AGREEMENT FOR</b>
	<b>§</b>	<b>MOBILITY SERVICE OPERATIONS</b>
<b>COUNTY OF DENTON</b>	<b>§</b>	

This Interlocal Agreement for Mobility Service Operations Services (“Agreement” or “Operations Agreement”) is made as of the Effective Date by and between **DENTON COUNTY TRANSPORTATION AUTHORITY** (“DCTA”), a Texas political subdivision, being a Coordinated County Transportation Authority pursuant to Chapter 460 of the Texas Transportation Code, as amended, and the **NORTH TEXAS MOBILITY CORPORATION** (“NTMC”), a Texas non-profit local government corporation created pursuant to Subchapter D of Chapter 431, Texas Transportation Code, as amended and Chapter 394, Texas Local Government, as amended. DCTA and NTMC are hereafter collectively referred to as the “Parties” or individually as a “Party”.

**RECITALS**

**WHEREAS**, DCTA is a political subdivision within the State of Texas engaged in the provision of governmental services for the benefit of the residents within its jurisdiction, including, but not limited to, mobility services; and

**WHEREAS**, NTMC desires to provide complete mobility services and management for the on-going operations of DCTA’s mobility services (e.g., fixed route, demand response for the general public, demand response for elderly and disabled and ADA paratransit), fare collection and enforcement services, maintenance, service operation and DCTA’s customer service/call center for DCTA member cities and contracted entities in accordance with the terms and conditions set forth in this Agreement;

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”), provides authority for local governments of the State of Texas to enter into interlocal agreements with each other and with local government corporations for the purpose of performing governmental functions and services as set forth in the Act;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

**ARTICLE I**  
**TERM OF AGREEMENT**

**1.01 Initial Term.** This Agreement shall commence on the Effective Date and end on the last day of the twentieth (20<sup>th</sup>) complete Fiscal Year after NTMC commences providing Mobility Services to DCTA (“the Initial Term”).

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**1.02 Renewal Term.** After the end of the Initial Term, this Agreement shall be extended automatically through each subsequent Fiscal Year (each being a "Renewal Term") unless terminated as provided in this Agreement.

**ARTICLE II  
DEFINITIONS**

**2.01. Definitions and Interpretations.** In addition to the definitions stated in the preamble and recitals hereof, the following words and phrases as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

"Administrative Services" means services relating to the management and provision of all operations and maintenance activities associated with the DCTA Mobility Operations including, but not limited to:

- (a) Information Technology and IT Help Desk services;
- (b) Marketing and Communications (Internal and External);
- (c) Bus Route Planning;
- (d) Data Analytics;
- (e) Oversight of payroll processing and distribution through the provision of paycheck preparation and processing including writing and delivery (by check or direct deposit) to all NTMC employees, on behalf of NTMC;
- (f) Contracts and Procurement;
- (g) Accounts Payable/Accounts Receivable services and Accounting;
- (h) Legal Services (provided, however, NTMC reserves the right to appoint its own general counsel and other attorneys as necessary from time to time); and
- (i) Staff Training Support;
- (j) Budget Preparation Assistance.

"Agreement" or "Operations Agreement" means this Agreement and any similar agreements executed between NTMC and DCTA with respect to the provision of the Mobility Services.

"Annual Budget" means the total amount of money required during each Fiscal Year (or portion of a Fiscal Year as described in Section 4.02(a), below) for NTMC to pay (1) all Operation Expenses, (2) the principal of, redemption premium, if any, and interest on any debt

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issued by NTMC in accordance with Section 4.03 of the Bylaws, and (3) any amounts required to be deposited in any special or reserve funds, including any debt service reserve fund or repair and replacement fund.

“Board” means NTMC’s Board of Directors.

“Bond Resolution” means any resolution of the NTMC Board authorizing the issuance of Bonds and providing for their security and payment, as such resolution(s) may be (i) amended from time to time as therein permitted and (ii) the substance and form of which is approved by DCTA.

“Bylaws” means the Bylaws of NTMC and all amendments thereto as approved by the Parties.

“Certificate” means the Certificate of Formation of NTMC on file with the Texas Secretary of State and shall include all amendments thereto and restatements thereof.

“Credit Agreement” means any credit agreement, as defined in Chapter 1371, Texas Government Code, which NTMC enters into relating to its obligations with respect to the Bonds, the substance and form of which is approved by DCTA; provided, however, for purposes of this Agreement, “Credit Agreement” shall not include Interest Rate Management Agreements as defined in Chapter 1371, Texas Government Code.

“DCTA Member City” means a municipality that (a) has either (i) authorized a one-half cent (\$0.005) sales tax pursuant to Chapter 322 of the Texas Tax Code, as amended, or (ii) designated a public transportation financing area in accordance with Chapter 460, Subch, I of the Texas Transportation Code, as amended, and (b) is represented by a voting position on the DCTA Board of Directors.

“Effective Date” means the date this Agreement signed by authorized representatives of the Parties.

“Fiscal Year” means the twelve (12) month period beginning each October 1 and ending the next subsequent September 30.

“Mobility Services” means services relating to the management and provision of all operations and maintenance activities associated with DCTA Mobility Operations including, but not limited to:

- a. Fixed Route Bus Services;
- b. Commuter Bus Services;
- c. Mobility as a Service;

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- d. Demand Response (ADA, General Public and Elderly/Disabled);
- e. Customer Service/Call Center;
- f. Fleet and Facility Maintenance;
- g. Data Collection and Reporting;
- h. Human Resources, payroll, benefits administration, and employee relations;
- i. Provision of Management Personnel, as a minimum, General Manager;
- j. Recruiting, hiring, retaining, training, managing, and terminating NTMC’s employees assigned to provide Mobility Services;
- k. Management and oversight of budgeting, service delivery, maintenance, customer service, compliance and operational support;
- l. Labor Management/Collective Bargaining, when applicable;
- m. Maintain SOPs in conjunction with DCTA management; and
- n. Such additional services as may be agreed in writing between the Parties from time to time.

“NTMC Governing Documents” means, collectively, the Certificate and the Bylaws.

“Operation Expense” means any cost in the provision of providing the Mobility Services including, but not limited to:

- (a) repairs and replacements of fleet, equipment and capital items to the extent funds are not held in a special fund;
- (b) the cost of utilities, supervision, engineering, accounting, auditing, regulatory costs, legal services, insurance premiums, and any other supplies, services, administrative costs, and equipment necessary in providing the Mobility Services;
- (c) costs relating to NTMC employees including, but not limited to, wages, employer contribution to Social Security, group medical, dental, life, and/or disability insurance, workers compensation coverage, retirement benefits, and other costs related to employee pay and benefits paid by NTMC as an employer;
- (d) payments made for the use or operation of any property, payments of fines, and payments made by NTMC in satisfaction of judgments or other liabilities resulting

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from claims not covered by NTMC's insurance or not paid, by DCTA arising in connection with providing the Mobility Services; and

(e) such other costs identified as an Operation Expense in the Annual Budget.

(f) Depreciation shall not be considered an item of Operation and Maintenance Expense.

“Person” means an individual, corporation, organization, government or governmental subdivision or agency, business trust, partnership association, or any other legal entity that is not DCTA or NTMC.

“Standard Operating Procedures” or “SOPs” mean the standard operating procedures relating to the provision of the Mobility Services developed and adopted by NTMC, subject to approval of DCTA.

**2.02. Interpretation.** The caption headings of this Agreement are for reference purposes only and shall not affect its interpretation in any respect. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa. This Agreement and all the terms and provisions shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Agreement.

**ARTICLE III  
SCOPE OF SERVICES**

NTMC shall provide Mobility Services as reasonably required by DCTA and as necessary to assist DCTA in accordance with this Agreement including efficient operation, delivery and all other normal managerial functions reasonably required in the day-to-day provision of service delivery of the Mobility Services in accordance with the SOPs. DCTA will provide to NTMC all equipment, facilities and working capital needed for the provision of the Mobility Services.

**ARTICLE IV  
PAYMENTS**

**4.01. Annual Expense Budget.** The Parties acknowledge and agree that payments to be made under this Agreement, investment income, revenues received from other Persons, and other revenues attributable to the provision of the Mobility Services, will be the only sources available to NTMC to provide the Annual Budget; and that the Annual Budget shall at all times be not less than an amount sufficient to pay or provide for the payment of:

(a) **Operation and Maintenance Component.** An “Operation and Maintenance Component” equal to the amount paid or payable for all Operation and Maintenance Expenses; and

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(b) **Debt Service Component.** A “Debt Service Component” related to the cost of issuance and repaying the principal and interest on any debt issued by NTMC as authorized by DCTA pursuant to the NTMC Governing Documents.

**4.02 NTMC Annual Expense Budget.** NTMC shall adopt and approve an Annual Budget in accordance with applicable provisions of the NTMC Governing Documents. The Annual Budget shall, as a minimum, reflect the Annual Budget and all reasonable anticipated revenues for the Fiscal Year for which the Annual Budget is adopted.

**4.03 Annual DCTA Budget; Appropriation.** DCTA shall make provision in its annual budget and shall appropriate an amount sufficient, at a minimum, for the payment of all amounts required to be paid by DCTA during each Fiscal Year under this Agreement. Failure of DCTA to include in DCTA’s annual budget funds to pay the Annual Budget for any Fiscal Year shall constitute a notice of termination of this Agreement in which case the provision of Mobility Services shall be immediately suspended until DCTA appropriates funds to pay NTMC’s Annual Budget and, in fact, pays such funds as provided in Section 4.04, below.

**4.04 Payments by DCTA.** NTMC shall prepare and deliver an invoice to DCTA for the cost of providing Mobility Services as determined by the Annual Budget and Sections 4.02 and 4.03, above. Such invoices shall be issued monthly with the due date thirty (30) days after receipt of the invoice from NTMC. The initial invoice shall be delivered and payable on the first day of the Fiscal Year after the approval of the first Annual Budget for the portion of the Fiscal Year after the Effective Date of this Agreement. Notwithstanding the foregoing to the contrary, NTMC shall not be required to invoice DCTA for payment of Mobility Services as long as DCTA is providing Accounts Payable and Receivables services pursuant to Article VII.

**4.05 Delinquent Payments.** Payments not made by DCTA on or before the thirtieth (30th) day following receipt of the invoice for same shall be deemed delinquent. Interest shall accrue on delinquent payments at the rate authorized pursuant to Ch. 2251 of the Texas Government Code, as amended. NTMC is authorized to discontinue service under this Agreement to DCTA if DCTA fails to make any delinquent payment on or before the tenth (10th) day after NTMC provides written notice to DCTA in accordance with Tex. Govt. Code §2251.051. NTMC shall not be obligated to recommence provision of service to DCTA until all past due amounts, including any accrued interests and reasonable costs of collection authorized by law, have been paid to NTMC.

**4.06 Interest Income.** All interest income earned by the investment of any funds created pursuant to any Bond Resolution shall be credited towards the payment of the Bond Service Component and taken into account in determining the Annual Budget; except as to any fund or account created pursuant to the terms of a Bond Resolution or any financing document authorized by such Bond Resolution and funded from any Bond proceeds, together with all interest income earned by the investment thereof may, at the option of NTMC, be credited to such fund or account and used for the purposes for which the Bonds are issued, or be credited towards the payment of the Bond Service Component.

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**4.07 Place of Payment.** Except to the extent otherwise provided by any Bond Resolution or as may otherwise be amended by written notice by NTMC to DCTA, all amounts due under this Agreement shall be paid and be due at the principal administrative offices of NTMC.

**ARTICLE V  
STANDARD OPERATING PROCEDURES**

**5.01 Adoption of SOPs.** As soon as reasonably possible following the Effective Date, the Parties shall develop and adopt an approved set of Standard Operating Procedures ("SOPs"), including performance measures for the provision of the Mobility Services. Until such time as the SOPs are developed pursuant to this Section 5.01, NTMC shall provide the Mobility Services pursuant to the SOPs approved by DCTA

**5.02 SOP on Claim Notification.** The SOPs shall include a detailed procedure by which the NTMC General Manager shall timely notify designated DCTA personnel of lawsuits, employment claims, citations, and other legal actions against NTMC and/or DCTA, which become known to the NTMC General Manager.

**5.03 Additional SOPs.** Throughout the term of this Agreement, DCTA may request NTMC develop other SOPs not outlined in the Scope of Services but that are necessary for the successful provision of the Mobility Services.

**ARTICLE VI  
GENERAL MANAGER; OPERATIONS MANAGER;  
OTHER OPERATIONAL MATTERS**

**6.01 NTMC General Manager.** NTMC shall employ a person to serve as General Manager, who shall be responsible for management of the Mobility Services and all NTMC employees. Management of DCTA's Mobility Operations includes oversight of annual budget, service provision, customer service, and fleet and facility maintenance. The NTMC General Manager shall be expected to perform or ensure performance of all requirements set forth under this Agreement in a manner consistent with DCTA standards.

**6.02 DCTA Contract Manager.** DCTA shall appoint a DCTA employee to serve as Contract Manager with respect to this Agreement. The DCTA Contract Manager shall serve as the NTMC General Manager's primary contact with respect to the performance of NTMC and its employees in the provision of Mobility Services in accordance with the terms of this Agreement. The SOPs shall include details on the reporting requirements between the DCTA Contract Manager and the NTMC General Manager.

**6.03 Issuance of Debt.** Notwithstanding other provisions of this Agreement that refer to the issuance of debt by NTMC, the Parties understand, acknowledge, and agree that NTMC is not authorized to issue bonds, certificates of obligation, or other debt instruments without the prior unanimous consent of DCTA granted pursuant to the NTMC Governing Documents.



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**6.04 Establishment of Operational Policies and Procedures.** The Parties understand, acknowledge, and agree that, subject to the NTMC Governing Documents, NTMC shall be solely responsible for the adoption, implementation, and enforcement of policies and procedures (in addition to the SOPs) necessary for the operation and management of NTMC and the provision of Mobility Services.

**ARTICLE VII  
ADMINISTRATIVE SERVICES BY DCTA**

**7.01 When In Support of Member Cities' Services.** As additional consideration for this Agreement, DCTA agrees to provide Administrative Services, at DCTA's cost for Mobility Services provided for the benefit of the Member Cities, either directly or through contracts between DCTA and a third-party, for and on behalf of NTMC in relation to NTMC management and operations. With respect to any administrative services provided by DCTA pursuant to this Article VII that require payments to a third-party, DCTA shall make all such payments within the time required by the agreement or terms of account pursuant to which the payment must be made. With respect to any agreement managed by DCTA for NTMC, DCTA shall immediately deliver to NTMC any notice received under said agreement.

**7.02 When in Support of Others.** The Parties acknowledge and agree that Section 7.01 relates solely to the provision of Administrative Services in support of Mobility Services provided to and for the benefit of the Member Cities. The cost for Administrative Services provided by DCTA to NTMC in support of the provision of Mobility Services provided to a third-party other than one or more of the Member Cities shall be either:

- (a) If DCTA is the entity contracting with such third-party to provide DCTA Mobility Services, determined and collected directly by DCTA from such third-party; or
- (b) If NTMC is the entity contracting with such third-party, determined by DCTA prior to NTMC entering such third-party agreement, collected by NTMC from the third-party, and paid to DCTA.

**ARTICLE VIII  
RELATIONSHIP OF PARTIES**

All services to be performed by NTMC pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of DCTA. NTMC 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. Nothing herein shall be construed as a waiver by any of the Parties of any rights, standings or immunities granted under the Texas Tort Claims Act, Chapter 101, Texas Civil Practices & Remedies Code, or under any other provision of law.

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**ARTICLE IX  
EMPLOYER STATUS**

NTMC agrees to submit to DCTA for review all collective bargaining agreements ("CBA") or other employment agreements and amendments thereto negotiated by NTMC in order to allow DCTA to determine if such agreements and amendments can be supported within the approved DCTA budget. Unless the agreements and amendments set forth in the proposed CBA are inconsistent with this Agreement or not in line with DCTA's budget, DCTA shall have no authority to control or modify the terms of the CBA between NTMC and any labor union. DCTA shall have no right to bargain with any labor union representing NTMC employees or enter into agreements with any labor union regarding NTMC employees.

**ARTICLE X  
EQUIPMENT, FACILITIES AND SERVICES**

DCTA will furnish, at its expense and without cost to NTMC, the use of all necessary office space, utilities, furniture, equipment, supplies, materials, communication services, legal services, postage, secretarial and clerical assistance, and such automobile transportation and related parking as may be reasonably necessary for the provision of the Mobility Services.

**ARTICLE XI  
INSURANCE**

DCTA shall furnish and maintain, at its sole cost and expense, at all times during the term of this Agreement and any renewal or extension thereof, (i) a standard policy of automobile liability insurance having a combined single limit of not less than \$5,000,000 per occurrence insuring NTMC for the ownership, maintenance, use or operation of the buses and other vehicles used in connection with the provision of the Mobility Services, other DCTA operations or businesses, or in any way associated with this Agreement, (ii) a standard policy of general liability insurance having a combined single limit of not less than \$1,000,000 per occurrence insuring NTMC, its agents, servants and employees for their acts and omissions in connection with the management and operation of the Mobility Services pursuant to this Agreement, and (iii) a standard policy of workers' compensation insurance covering all employees utilized in the operation of the Mobility Services in accordance with applicable law, together with employer's liability coverage of not less than \$1,000,000 per employee per accident and \$1,000,000 per employee for disease. Each such policy (a) shall be written by an insurer reasonably acceptable to NTMC, (b) shall, with the exception of the workers' compensation policy, be endorsed to name NTMC, as defined above, as additional insureds, (c) shall provide that the coverage afforded thereby is primary as to NTMC and not excess and (d) shall provide that it cannot be cancelled or materially altered without thirty (30) days prior written notice to NTMC. DCTA shall provide NTMC with one or more certificates evidencing compliance with the provisions of this section. The insurance required by this Article XI may, at DCTA's discretion, be provided through purchase of a separate insurance policy and/or through the addition of NTMC to DCTA's policies as an insured party.

**ARTICLE XII  
BREACHES AND DISPUTE RESOLUTIONS**

**12.01 Disputes.** Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of DCTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, NTMC mails or otherwise furnishes a written appeal to DCTA's authorized representative. In connection with any such appeal, NTMC shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of DCTA's authorized representative shall be binding upon NTMC, and NTMC shall abide by the decision. Nothing in this paragraph is meant to limit either Party's right to pursue any action in a court of law.

**12.02 Performance During Dispute.** Unless otherwise directed by DCTA, NTMC shall continue its performance under this Agreement while matters in dispute are being resolved.

**12.03 Claims for Damages.** Should either Party suffer injury or damage to persons or property because of any act or omission of the other Party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other Party within a reasonable time after the first observance of such injury or damage.

**ARTICLE XIII  
TERMINATION**

**13.01 DCTA Termination for Convenience.** DCTA may terminate this Agreement without cause in whole or in part, at any time by not less than one hundred eighty-days (180) days prior written notice to NTMC.

**13.02 Termination for Default.** If either Party fails in any material respect to perform in the manner provided in this Agreement, the non-defaulting Party may terminate this Agreement for default. Termination shall be affected by serving a notice of termination on the non-terminating Party setting forth the manner in which such Party is in default. NTMC shall only be paid for Mobility Services performed in accordance with the manner of performance set forth in this Agreement to the date of termination.

**13.03 Opportunity to Cure.** The terminating Party shall in the case of a termination for breach or default, allow the non-terminating party an appropriate short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate condition.

**13.04 DCTA Termination.** If NTMC fails to remedy to DCTA's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within thirty (30) days after receipt by NTMC of written notice from DCTA setting forth the nature of said breach or default, DCTA shall have the right to terminate the Agreement without any further obligation to NTMC. Any such termination for default shall not in any way operate to preclude either Party from also pursuing all available remedies for said breach or default.

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**13.05 Remedies.** Notwithstanding anything in this Agreement to the contrary, as governmental entities, the Parties have not waived immunity from suit and liability under Texas law, and the execution and delivery of this Agreement does not constitute such a waiver. The foregoing sentence notwithstanding, and to the extent permitted by law, the obligations, agreements, and covenants of NTMC and DCTA (including, without limitation, the obligation of DCTA to pay amounts under the Annual Budget, as provided herein) contained in this Agreement may be enforced by any Party and any holder of Bonds of NTMC by such suits, actions, or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained herein.

**13.06 Legal Authority.** In entering into this Agreement and performing all duties and obligations hereunder, the Parties exercise their authority under and in accordance with the constitution and laws of the State including, but not limited to the Act, DCTA's By-laws, the NTMC Governing Documents, and all other laws that may authorize this Agreement, all of which provisions and laws, cited or uncited herein, shall cumulatively provide the authority for this Agreement.

**ARTICLE XIV  
MISCELLANEOUS**

**14.01 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.

**14.02 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.

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

**14.04 Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

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

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

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**14.07 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.

**14.08 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.

**14.09 Recitals.** The recitals to this Agreement are incorporated herein.

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

If intended for DCTA:

With Copy to:

Denton County Transportation Authority  
Attn: Raymond Suarez, CEO  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057

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

If to NTMC:

North Texas Mobility Corporation  
Attn: Kristina Holcomb, President  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057

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

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

**14.13 Compliance with Federal, State & Local Laws.** NTMC shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances


**14.15 Legal Counsel.** It shall be the responsibility of DCTA to handle all legal matters of the Mobility Services not covered by insurance except to the extent those legal matters are related to the criminal acts or sole or gross negligence of NTMC, its officers or employees. Whenever legal counsel is required for the benefit of the Mobility Services and such counsel is not provided by DCTA, NTMC shall have the right to retain counsel reasonably acceptable to DCTA and charge the cost thereof as an operating expense under this Agreement.

**SIGNED AND AGREED** this 28 day of March, 2019.

**DENTON COUNTY TRANSPORTATION AUTHORITY**

By:   
Raymond Suarez, CEO

Approved as to form:

By:   
Peter G. Smith, General Counsel

**SIGNED AND AGREED** this 16 day of April, 2019.

**NORTH TEXAS MOBILITY CORPORATION**

By:   
Kristina Holcomb, President