

## NTMC BOARD OF DIRECTORS MEETING

Wednesday, March 24, 2021 | 8:30 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/97423760137> or by joining via telephone by dialing the following number: +1-346-248-7799; Meeting ID: 974 2376 0137*

### 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 [lbaker@dcta.net](mailto:lbaker@dcta.net) no later than 3:00 pm on Tuesday, March 23, 2021 to ensure the comment will be read. The Board of Directors is not permitted to take action on any subject raised by a speaker during 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. **Consider Approval of Minutes** from December 9, 2020 NTMC Board Meeting
- b. **Consider Approval of Minutes** from January 28, 2021 Joint DCTA-NTMC Board Meeting

### 2. INFORMATIONAL REPORTS

- a. **Monthly Financial Statements** for FY2021 Year to Date January 2021
- b. **Monthly Financial Statements** for FY2021 Year to Date February 2021
- c. **DCTA Bus Ridership Report** January and February 2021

3. **REGULAR AGENDA**

a. **Consider Approval of Resolution 2021-N001 Approving FY21 Budget Revision 2021-N001**

Exhibit 1: Resolution 2021-N001 with the following Exhibits:

“A”: Budget Revision 2021-N001

“B”: Change in Net Position

b. **Discuss Officer Positions and Consider Appointment of Secretary**

c. **Discuss and Consider Process for Appointing NTMC General Manager Position and Current Contract with Hendrickson Transportation Group**

Exhibit 1 – Agreement for Transportation System General Manager

Exhibit 2 – Amendment One to Agreement for Transportation System General Manager

d. **Discuss Board Packet Distribution Process**

Exhibit 1 – NTMC Interlocal Agreement with DCTA

e. **General Manager Report**, Hendrickson Transportation Group

Exhibit 1 – General Manager Report

Exhibit 2 – General Manager Newsletter

f. **NTMC Staff Spotlights**

g. **Discuss DCTA Updates**

NTMC Officers and staff will provide the Board with a status update on the following:

i. DCTA Staffing Update

ii. DCTA Priority Actions Progress Report

Exhibit 1 – DCTA Priority Actions Flowchart

4. **CONVENE EXECUTIVE SESSION**

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

- a. 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.

- b. Pursuant to Texas Government Code Section 551.071(2) to consult with the Corporation's Attorneys regarding the Collective Bargaining Agreement with Amalgamated Transit Union Local 1338; effective April 1, 2018 through March 31, 2021.

5. RECONVENE OPEN SESSION

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

6. 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.

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

NTMC Secretary (Vacant)

***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 March 19, 2021 at 4:00PM.*



Lindsey N. Baker, Director of Government Affairs

## MEETING MINUTES

### NTMC BOARD OF DIRECTORS MEETING

Wednesday, December 9, 2020 | 8:30 am

This meeting was held by Video Conference using Zoom Meetings

The Board of Directors of the North Texas Mobility Corporation convened the Regular Meeting of the Board of Directors and Chair Ueckert presiding on December 9, 2020 virtually.

#### ATTENDANCE

##### BOARD MEMBERS

Dean Ueckert, Chair  
Richard Hayes, Vice Chair  
Don Combs  
Sara Hensley  
Raymond Suarez

##### OTHER ATTENDEES

RJ Garza, NTMC General Manager  
Paula Richardson

##### OFFICERS

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

##### LEGAL COUNSEL

Joe Gorfida

**CALL TO ORDER** – *The meeting is called to order by Chair Ueckert at 8:30 am*

**PUBLIC COMMENT** – *Paula Richardson made a public comment.*

#### 1. CONVENE EXECUTIVE SESSION

The Board convened into Closed Executive Session at 8:38 am for the following:

- a. Pursuant to Texas Government Code Section 551.071(2) to consult with the Corporation's Attorneys regarding the Collective Bargaining Agreement with Amalgamated Transit Union Local 1338; effective April 1, 2018 through March 31, 2021.

#### b. RECONVENE OPEN SESSION

*Board reconvened into Regular Board meeting at 9:30am. No actions/comments on Executive Session. Sara Hensley left the Board Meeting and did not reconvene.*

## 1. CONSENT AGENDA

### a. **Approval of Minutes** from December 9, 2020 Board Meeting

- **VOTE:** *Vice Chair Hayes motioned to approve the minutes. Board Member Suarez seconded the motion. All signified by saying “aye”. A roll call vote was not needed because there were no “no” votes; the “aye” vote was unanimous.*

## 2. REGULAR AGENDA

### a) **DCTA Priority Actions**

Nicole Recker, Vice President gave an update on the following:

- *Accenture Task Order #1-Service planning, Transformation Initiative final results, and planning for MaaS on-demand for member cities*
- *Trinity Metro partnership options for providing bus operations and maintenance*
- *Coordination with NTMC to open the collective bargaining agreement for negotiation*
- *Chair Ueckert had a question if Trinity Metro came into effect would that include MaaS Program.*
- *Nicole Recker, “no”, it would only include Fixed Route & OnDemand*
- *Kristina Holcomb, President gave an update on DART/DCTA Rail*
- *Only informational, No questions asked*

### b. **General Manager Report**, Hendrickson Transportation Group

- *RJ Garza, GM gave an update which was included in the Board packet. The update included RunBids, Maintenance Team, Service Crew, 3 new employees, open mechanics positions and safety plan.*
- *Raymond Suarez had 1 question on Operator positions. RJ Garza indicated that they are no need to fill due to current services.*

### c. **DCTA Updates**

Nicole Recker, Vice President gave an update on the following:

- *Arboc Purchase - 9 out of the proposed 23 Airbocs are going to be purchased; potential to take ownership in April 2021*
- *RJ Garza gave an update on Onboard Camera Equipment for Revenue Buses – plan to finalize at the end of Jan 2020; interim fix: use of existing equipment*



d. **Next Board Meeting**

- *The next Board Meeting is scheduled for January 15 but may have a potential Joint Meeting on January 28*

e. **Future Agenda Items**

- *Any items that need to be added, please send in 7 days prior to any Board Meeting.*

f. **Adjourn** – *The meeting adjourned at 10:30am.*

\_\_\_\_\_  
Dean Ueckert, Board Chair

ATTEST:

\_\_\_\_\_  
L. Baker, Acting NTMC Secretary

## Joint Board of Directors Meeting Minutes for:

January 28, 2021

### Regular Meeting Minutes

The Joint Board of Directors of the Denton County Transportation Authority convened the Joint Meeting of the Board of Directors with Cesar Molina, Vice Chair presiding on January 28, 2021 remotely using Zoom Meeting.

#### Attendance

##### Voting Members

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

##### Non-Voting Members

Tom Winterburn, Corinth  
Dennie Franklin, Frisco  
Connie White, Small Cities  
Mark Miller, Flower Mound  
Joe Perez, The Colony

##### NTMC Board

Dean Ueckert, Chair  
Richard Hayes, Vice Chair  
Don Combs, Member  
Sara Hensley, Member  
Raymond Suarez, Member

##### Legal Counsel

Joe Gorfida, NJDHS

##### DCTA Executive Staff

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

##### DCTA Staff Attendees

Lindsey Baker, Director of Government Affairs  
Rose Jerome, Project Controls Coordinator  
Athena Forrester, Assistant Vice President of  
Regulatory Compliance/DBE Liaison  
Amber Karkauskas, Controller  
Whitney Trayler, Grants Manager  
Sarah Hultquist, Mobility Service Coordinator  
Rusty Comer, Manager of Bus Administration  
Tim Palermo, Planning & Data Analytics Manager  
Adam Wells, Desktop & Application Support  
Specialist

##### Scheduled Guest Speakers

Chris Newport, Accenture  
Rick Dennis, HillCo  
Wayne Gensler, Trinity Metro  
Kelli Shields, Trinity Metro  
Jennifer Ripka, Weaver  
Kristin Derryberry, Weaver

##### Public Attendees

Mayor Charlotte Wilcox, Highland Village Alternate  
Kristin Green, Lewisville Alternate  
RJ Garza, NTMC General Manager  
Claire Powell, City of Lewisville  
Paul Stevens, Highland Village  
Brandi Bird, Bird Advocacy & Consulting  
Justin Grass, DRC  
Albert Dirla  
Trey Pope  
George Cisneros  
Rachel Jenkins  
Amy Moore  
Paula Richardson  
Dell Warnsley

CALL TO ORDER – *Chair Watts asked Vice Chair Molina to call meeting to order and announced the presence of quorum at 9:04 am.*

CALL TO ORDER NTMC BOARD OF DIRECTORS MEETING (NTMC BOARD CHAIR)

INVOCATION & MOMENT OF SILENCE IN MEMORY OF BRANDY PEDRON

PUBLIC COMMENT – *No public comments were made or submitted*

JOINT MEETING REGULAR AGENDA

**1. Presentation of the FY2020 Preliminary Audit Report**

- *Board Member Costa asked how long Weaver had been DCTA's auditors; Jennifer Ripka said this was the final year on the second contract term between DCTA and Weaver; Marisa Perry, CFO, mentioned that DCTA had an active RFP on the streets for audit services and staff would bringing a request for approval to the Board at the next meeting.*

**2. DCTA Status Update on Bus Operations and Maintenance Partnership Exploration**

- *Nicole Recker, VP Mobility Services & Administration provided a status update on exploration of a partnership with Trinity Metro for bus operations and maintenance. In an effort to provide more efficient bus operations and management services, and gain access to established technology platforms and practices, DCTA and Trinity Metro are exploring joint bus operations and maintenance through a local government corporation. DCTA and Trinity Metro perform materially identical functions and services, in the same region, and are pursuant to similar statutory authority and restrictions. Both agencies desire to operate state-of-the-art transportation systems and to provide their patrons the highest achievable level of service. Those and other shared characteristics make DCTA and Trinity Metro ideal candidates for mutually advantageous collaboration and cooperation.*

**3. Trinity Metro Status Update on Bus Operations and Maintenance Partnership Exploration**

- *Wayne Gensler, Trinity Metro presented on behalf of CEO Bob Baulsir.*

**4. DCTA Service Plan Update & MaaS Proposal Presentation**

*Nicole Recker, VP Mobility Services & Administration, provided an updated on the service plan and MaaS proposal. Staff will be requesting that the DCTA board consider awarding MaaS Task Order #2 to River North Transit (Via). River North Transit (via) estimates an annual cost of \$3,600,000 for the initial year of service and \$4,680,000 for the second year of service. Portions of the proposed service have the potential to be federally reimbursed. The extent of federal reimbursement is dependent on the service solutions established with River North Transit (Via).*

**5. Discuss Potential DCTA Bus Operations Impacts to NTMC and Provide Direction to NTMC Board**

- *Discussion led by Chair Watts and Raymond Suarez.*





**6. NTMC 2021 Board Meeting Calendar & Future Agenda Items**

- *Kristina Holcomb presented the proposed NTMC calendar of meetings for 2021. The proposed calendar was provided in the meeting packet.*

JOINT MEETING INFORMATIONAL REPORTS – *No questions asked on Info Reports.*

1. **DCTA Priority Actions Progress Report** *Priority Actions Flowchart and memo were provided in meeting packet.*
2. **NTMC GM Report** *January GM Report was provided in meeting packet.*
3. **NTMC Financial Statements for FY2021 Year to Date November 2020 and December 2020** *Financial Statements provided in meeting packet.*
4. **NTMC CBA Negotiation Progress Report** *As NTMC approaches the expiration of the CBA, they are required to provide notice of their request to bargain at least sixty (60) days prior to March 31, 2021. NTMC received official notice from ATU 1338 to bargain on January 4, 2021 and NTMC confirmed receipt of request – which meets the requirements set forth in the CBA.*

ADJOURN NTMC BOARD OF DIRECTORS MEETING AND CONTINUATION OF DCTA BOARD OF DIRECTORS MEETING at 11:21 a.m.

The minutes of the January 28, 2021 NTMC Board of Directors Meeting were passed and approved by a vote on this 24th day of March 2021.

\_\_\_\_\_  
Dean Ueckert, Chair

ATTEST

\_\_\_\_\_  
Secretary





## NORTH TEXAS MOBILITY CORPORATION

STATEMENT OF NET POSITION  
AS OF JANUARY 31, 2021  
(UNAUDITED)

	January 31, 2021	December 31, 2020	Change
<b>Assets</b>			
Operating Cash & Cash Equivalents	\$ 164,212	\$ 133,024	\$ 31,188
Accounts & Notes Receivable	-	-	-
Prepaid Expenses	73,266	82,424	(9,158)
<b>Total Assets</b>	<b>237,478</b>	<b>215,448</b>	<b>22,030</b>
<b>Liabilities</b>			
Accounts Payable and Accrued Expenses	237,478	215,448	22,030
<b>Total Liabilities</b>	<b>237,478</b>	<b>215,448</b>	<b>22,030</b>
<b>Net Position</b>			
Change in Net Position	-	-	-
<b>Total Net Position</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>





## NORTH TEXAS MOBILITY CORPORATION

### STATEMENT OF NET POSITION

AS OF FEBRUARY 28, 2021

(UNAUDITED)

	February 28, 2021	January 31, 2021	Change
<b>Assets</b>			
Operating Cash & Cash Equivalents	\$ 164,075	\$ 164,212	\$ (137)
Accounts & Notes Receivable	-	-	-
Prepaid Expenses	64,107	73,266	(9,158)
<b>Total Assets</b>	<b>228,182</b>	<b>237,478</b>	<b>(9,296)</b>
<b>Liabilities</b>			
Accounts Payable and Accrued Expenses	228,182	237,478	(9,296)
<b>Total Liabilities</b>	<b>228,182</b>	<b>237,478</b>	<b>(9,296)</b>
<b>Net Position</b>			
Change in Net Position	-	-	-
<b>Total Net Position</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

# FY19-FY21 Unlinked Passenger Trips - Bus

## FY19-FY21 Unlinked Passenger Trips

### BUS

	FY19	FY20	FY21
Oct	343,553	312,856	54,725
Nov	275,007	229,347	42,194
Dec	123,965	106,910	18,149
Jan	208,120	190,247	44,920
Feb	264,553	239,083	39,184
Mar	204,509	76,657	
Apr	257,120	12,476	
May	140,915	12,186	
Jun	82,401	16,164	
Jul	75,902	17,056	
Aug	128,918	30,109	
Sep	310,865	54,773	

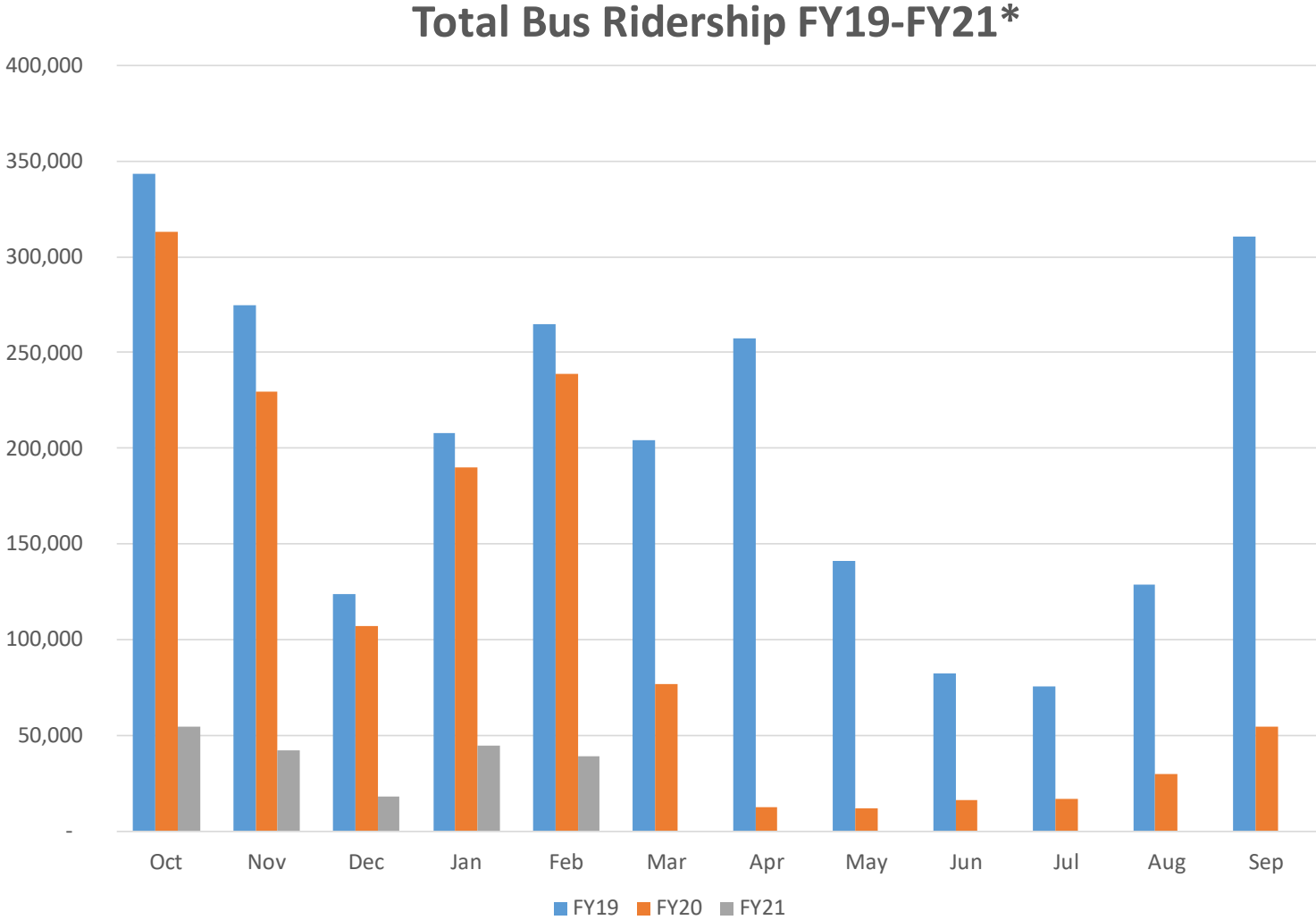
# FY19-FY21 Unlinked Passenger Trips - Demand Response\*

## FY19-FY21 Demand Response Unlinked Passenger Trips

	Total Demand Response			Total Access			Total On-Demand		
	FY19	FY20	FY21	FY19	FY20	FY21	FY19	FY20	FY21
Oct	3,511	4,996	1,921	2,717	2,871	1,214	794	2,125	707
Nov	2,948	4,138	1,581	2,311	2,382	1,041	637	1,756	640
Dec	2,702	3,763	1,750	2,109	2,221	1,166	593	1,542	584
Jan	3,727	4,312	1,700	2,483	2,481	1,148	1,244	1,831	552
Feb	4,089	4,001	1,458	2,468	2,224	1,023	1,621	1,777	435
Mar	4,306	2,913		2,526	1,637		1,780	1,276	
Apr	4,425	1,847		2,661	839		1,764	1,008	
May	4,654	1,660		2,697	911		1,957	749	
Jun	4,075	1,935		2,299	1,193		1,776	742	
Jul	4,412	1,923		2,450	1,134		1,962	789	
Aug	4,697	1,976		2,538	1,245		2,159	731	
Sep	4,330	1,892		2,455	1,229		1,875	663	

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

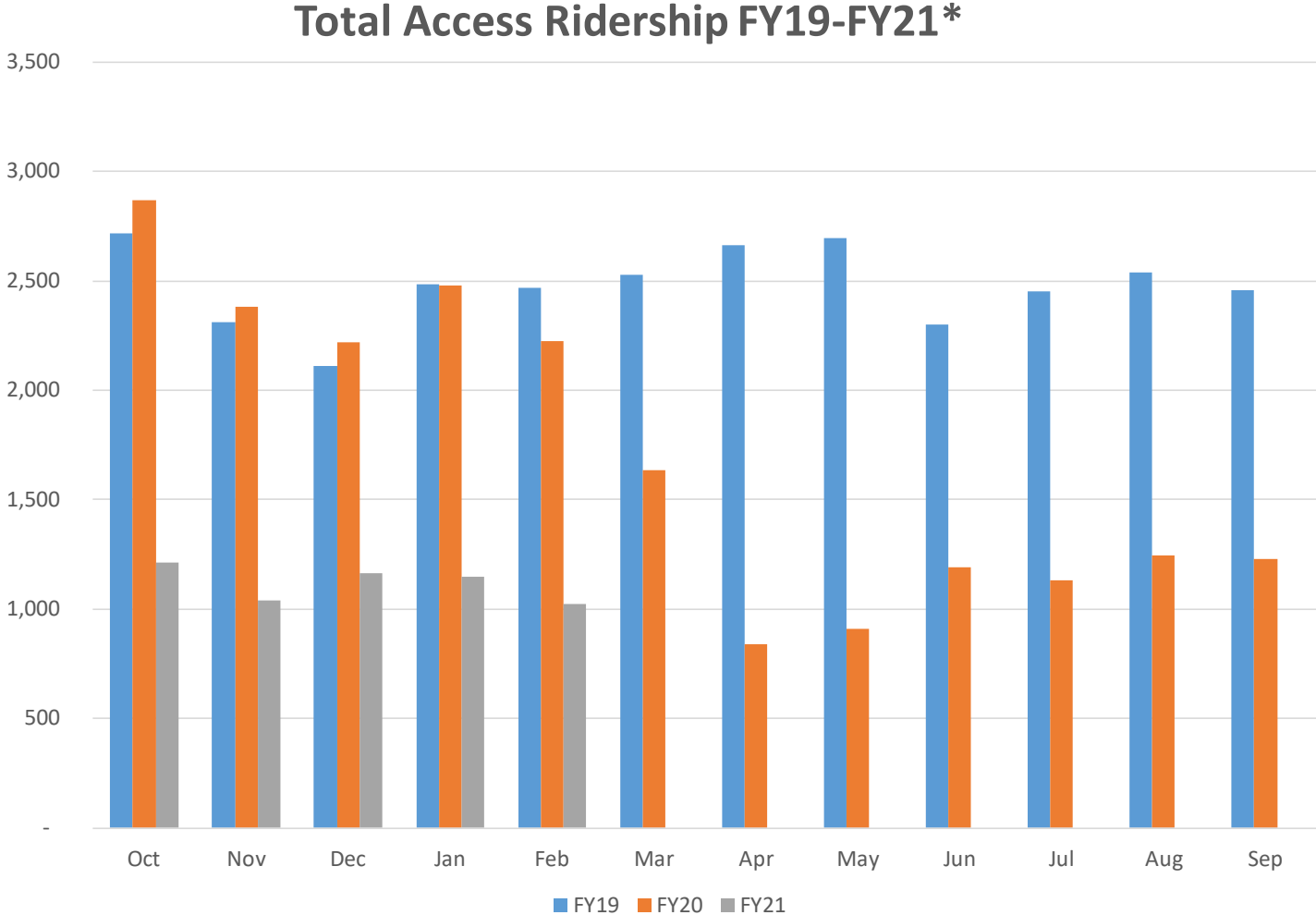
# FY19-FY21 Total Monthly Ridership – Bus\*



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

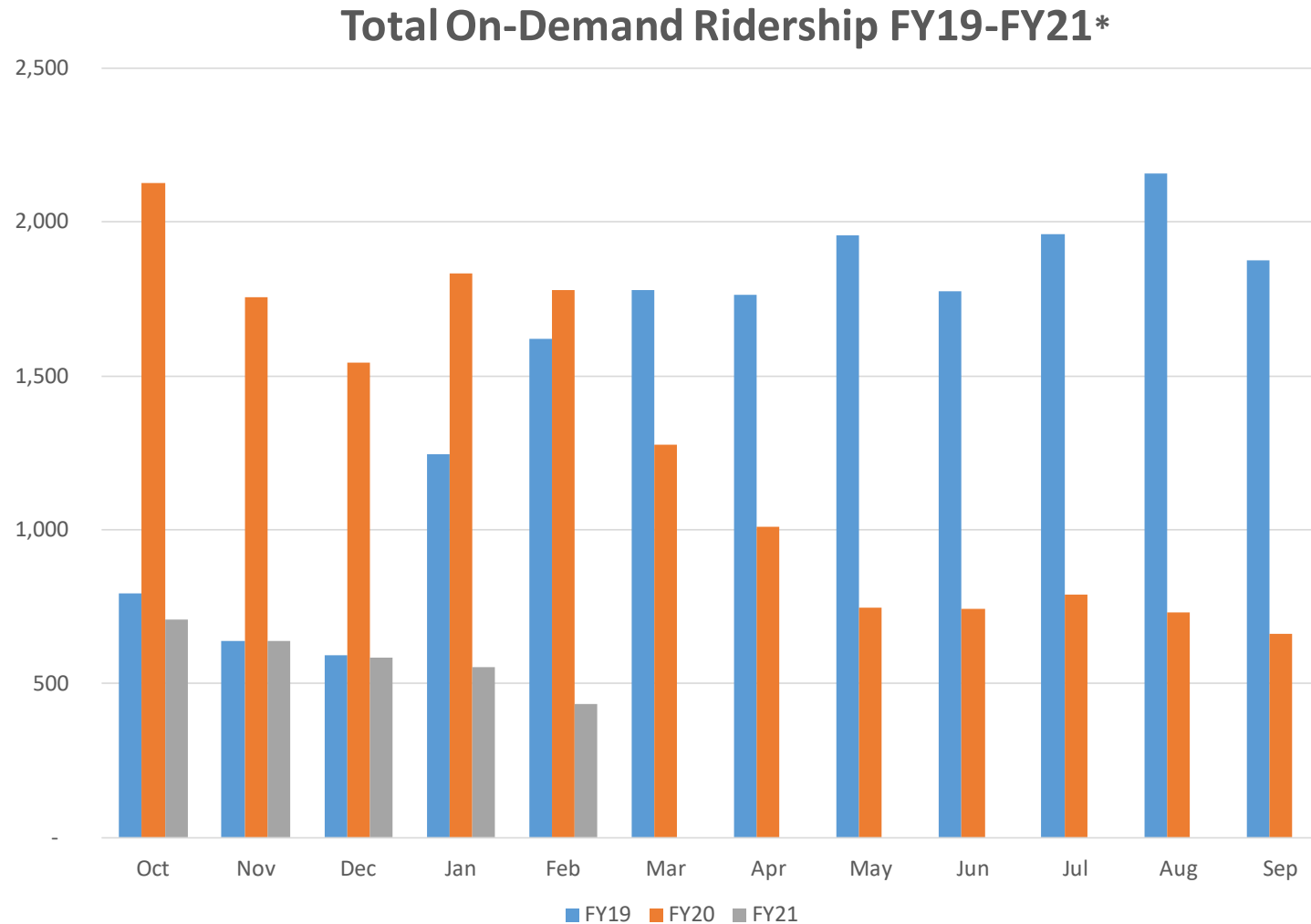


# FY19-FY21 Total Monthly Ridership – Access



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

# FY19-FY21 Total Monthly Ridership – On-Demand

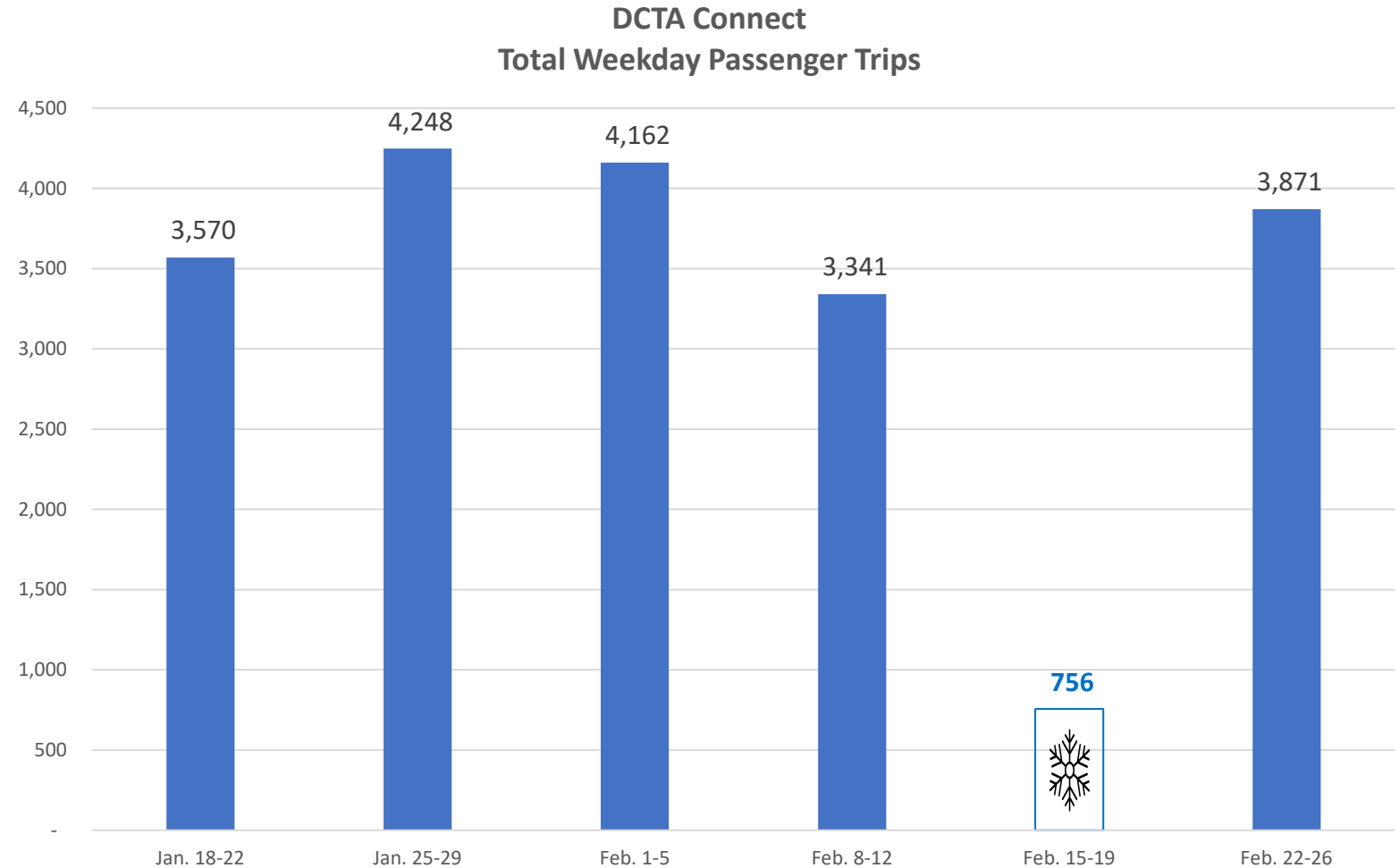


\*Frisco, Collin County Transit and Zoned Service In Denton & Highland Village

# February 2021 Winter Storm Ridership Impact

## February 15-19, 2021 Service Impacts:

- Suspended UNT Shuttle Service
- Suspended A-train Service
- Denton & Lewisville Connect Routes Operated a Saturday Schedule



**NORTH TEXAS MOBILITY CORPORATION  
RESOLUTION NO. 2021-N001**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION (“NTMC”) APPROVING FISCAL YEAR 2021 BUDGET REVISION 2021-N001 AND REVISED OPERATING BUDGET ATTACHED HERETO AS EXHIBITS “A” AND “B” RESPECTIVELY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the NTMC budget is a well calculated estimate as to what will be needed for expenses in the fiscal year; and

**WHEREAS**, budget estimates are often prepared months in advance of the actual expenses and the possibility that the actual amount of the expenses will be known in exact terms at the time of the budget preparation is unlikely; and

**WHEREAS**, during the fiscal year, it may become necessary to reforecast the annual expenses and modify the budget by amendment; and

**WHEREAS**, the Board of Directors of NTMC desires to amend the fiscal year 2021 Operating Budget as set forth in Exhibits “A” and “B”, respectively.

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

**SECTION 1.** The Budget Revision attached hereto as Exhibits “A” and “B”, respectively, be, and the same is hereby adopted and which shall amend the original budget adopted September 30, 2020, from and after the effective date of this Resolution.

**SECTION 2.** That all provisions of the resolutions of the NTMC Board of Directors in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective immediately upon its passage and approval.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THE 24<sup>TH</sup> DAY OF MARCH, 2021.**

**APPROVED:**

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Dean Ueckert, Chair

**ATTEST:**

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Kristina Holcomb, President

NORTH TEXAS MOBILITY CORPORATION (NTMC)

BUDGET TRANSFER / REVISION REQUEST

TRANSACTION TYPE:    Transfer   
                                   Revision

Number: 2021-N001

Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
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BUDGET REVISIONS

OPERATING EXPENSES:

Salary, Wages & Benefits	\$	7,451,314	\$	185,240	\$	7,636,554
Outsourced Services & Charges		399,919		300		400,219
Insurance		118,878		924		119,802

*Net Budget Impact*                      **186,464**

TRANSFERS IN / OUT

Transfers In	8,027,839	186,464	8,214,303
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Net Revision Impact    \$                      -

EXPLANATION: Please refer to Exhibit B, Change in Net Position schedule for budget revision details.

DATE:                      2.9.2021

REQUESTED BY:

*Amanda Riddle*

DATE:

TREASURER:

DATE:

PRESIDENT:

NORTH TEXAS MOBILITY CORPORATION  
Change in Net Position

Description	NTMC FY 2021 Adopted Budget	NTMC February Revision (Proposed)	NTMC FY 2021 Revised Budget	Notes
<b>OPERATING EXPENSES</b>				
Salary, Wages & Benefits	\$ 7,451,314	\$ 185,240	\$ 7,636,554	*\$33k - Non-Operator 3% Merit Increase *\$160k - Temporary COVID positions for additional service attendants that were not included in original budget but foresee the continued need for them *Reduction of \$7k due to CCT budget revision based on extended service contract
Outsourced Services & Charges	399,919	300	400,219	Additional Uniforms expense associated with CCT service extension
Materials & Supplies	3,293	-	3,293	
Utilities	-	-	-	
Insurance	118,878	924	119,802	Additional Workers Compensation Insurance expense associated with CCT service extension
Purchased Transportation Services	-	-	-	
Employee Development	54,435	-	54,435	
Leases & Rentals	-	-	-	
Depreciation	-	-	-	
<b>Total Operating Expenses</b>	<b>8,027,839</b>	<b>186,464</b>	<b>8,214,303</b>	
Income (Loss) Before Transfers	(8,027,839)	(186,464)	(8,214,303)	
Transfers Out	-	-	-	
Transfers In	8,027,839	186,464	8,214,303	
<b>Total Transfers</b>	<b>8,027,839</b>	<b>186,464</b>	<b>8,214,303</b>	
<b>CHANGE IN NET POSITION</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

STATE OF TEXAS

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§  
§  
§

**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 NEGLIGENT 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.

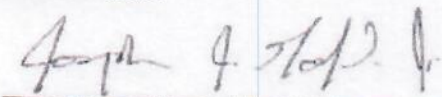
*(signature page to follow)*

EXECUTED this 26<sup>th</sup> day of MARCH, 2020.

**North Texas Mobility Corporation**

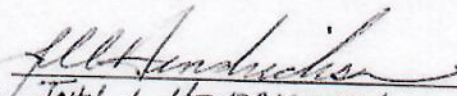
By:   
Kristina Holcomb  
President

Approved as to form:

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

EXECUTED this 25<sup>TH</sup> day of MARCH, 2020.

**Hendrickson Transportation Group LLC**

By:   
Name: John L. HENDRICKSON  
Title: PRESIDENT



**EXHIBIT "A"**  
**Scope of Work**



**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.



STATE OF TEXAS           §  
                                       §  
                                       §  
                                       §  
                                       §  
                                       §  
 COUNTY OF DENTON   §

**FIRST AMENDMENT TO AGREEMENT FOR  
TRANSPORTATION SYSTEM  
GENERAL MANAGER**

This First Amendment to Agreement for Transportation System General Manager is made 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.

**WHEREAS**, the Parties previously entered into that certain Agreement for Transportation System General Manager on March 26, 2020 (the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement by amending Article I “Term” to extend the Agreement through March 31, 2021; and

**WHEREAS**, the Parties agree to amend the Agreement as set forth herein;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


1. That Article I, **Term**, is hereby amended to read as follows:

“1.1 The Term of the Agreement shall be extended through March 31, 2021, unless sooner terminated as provided herein.


...”
2. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in this First Amendment to Agreement for Transportation System General Manager are inconsistent with the Agreement, the terms and conditions contained in this First Amendment to the Agreement will be controlling.

EXECUTED this 30 day of October, 2020.

**North Texas Mobility Corporation**

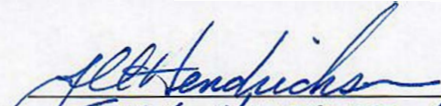
By:   
\_\_\_\_\_  
Kristina Holcomb, President

Approved as to form:

By:   
\_\_\_\_\_  
Joseph J. Gorfida, Jr., General Counsel  
(10-23-2020:TM 118738))

EXECUTED this 27<sup>th</sup> day of OCTOBER, 2020.

**Hendrickson Transportation Group LLC**

By:   
Name: JOHN L. HENDRICKSON  
Title: PRESIDENT

**Resolution No. 2019-004****Exhibit "A" – Form of Interlocal Cooperation Agreement with DCTA**

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

**Resolution No. 2019-004****Exhibit “A” – Form of Interlocal Cooperation Agreement with DCTA**

**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

**Resolution No. 2019-004****Exhibit “A” – Form of Interlocal Cooperation Agreement with DCTA**

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;

**Resolution No. 2019-004**

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

- 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

**Resolution No. 2019-004****Exhibit "A" – Form of Interlocal Cooperation Agreement with DCTA**

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

**Resolution No. 2019-004****Exhibit "A" – Form of Interlocal Cooperation Agreement with DCTA**

(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.



**Resolution No. 2019-004****Exhibit "A" – Form of Interlocal Cooperation Agreement with DCTA**

**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.

**Resolution No. 2019-004****Exhibit "A" – Form of Interlocal Cooperation Agreement with DCTA**

**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.

**Resolution No. 2019-004****Exhibit "A" – Form of Interlocal Cooperation Agreement with DCTA****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.

**Resolution No. 2019-004****Exhibit "A" – Form of Interlocal Cooperation Agreement with DCTA****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.

**Resolution No. 2019-004****Exhibit "A" – Form of Interlocal Cooperation Agreement with DCTA**

**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.

**Resolution No. 2019-004**

**Exhibit "A" – Form of Interlocal Cooperation Agreement with DCTA**

**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



## General Manager’s – Board of Director’s March 2021 Report

(March 16, 2021)

### EXECUTIVE SUMMARY

The NTMC management team focused on recruitment, General Management transitioning, CBA preparations, finalizing performance evaluations, participating with the Texas Motor Speedway (TMS) vaccine process in providing transportation to and from the Downtown Denton Transit Center (DDTC) and Hebron station, two or three times a week.

### Operations & Maintenance: Transit Employee Appreciation Day (Thursday, March 18, 2021)

In honor of Transit Employee Appreciation Day throughout the country on Thursday, March 18, 2021, DCTA provided taco plates for all NTMC employees.

#### The Solution:

Raymond Suarez, DCTA CEO was kind enough to deliver the food in person and participated in the event joining the NTMC team. All employees were honored, and they gratefully appreciated Mr. Suarez’s and DCTA’s kind appreciation for the service NTMC provides DCTA.



### NTMC Non-Operators: Annual Employee Performance Evaluations

NTMC plans to evaluate all non-operator staff performance.

#### The Solution:

Our plan is to have all non-operators evaluated and complete this annual program in March. The DCTA Board of Directors approved a recommended budget for merit increases and they will be forwarding this





recommendation for consideration to the NTMC Board of Directors for approval by the end of March 2021. For this reason, it’s important that all non-operators are evaluated in Kronos, if possible. The timeline was delayed due to inclement weather conditions and software issues.

**Texas Motor Speedway (TMS): Providing transportation assistance at TMS Vaccine Site**

DCTA requested we assist in providing transportation assistance for the TMS Vaccine Site efforts.

**The Solution:**

This service is provided 2 – 3 days a week for those scheduling appointments. The Call Center has been accepting appointments providing that clients have a scheduled vaccine appointment. This service has been working very well and benefits those that may not have transportation ability or needs special assistance. Thank you to NTMC staff for making this a successful program and partnering with DCTA.

**NTMC: Promotions**

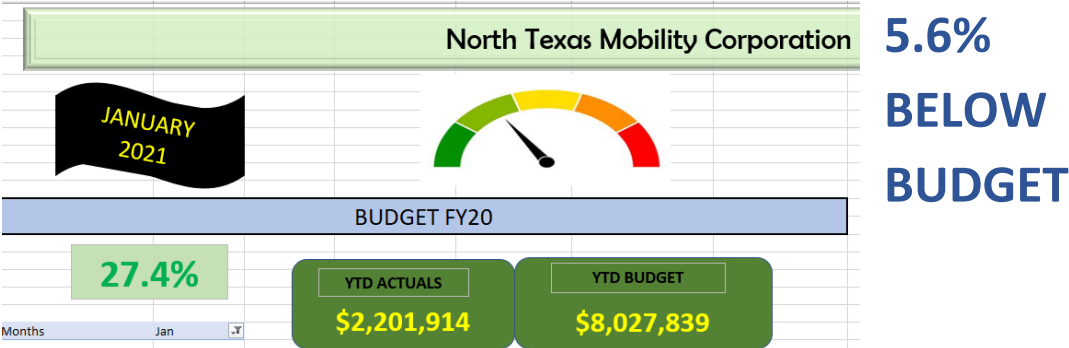
There were three (3) employees promoted to fill vacant positions.

- Ms. Louise Francois promoted to Interim General Manager
- Mr. Kelly Richardson promoted to Operations Manager
- Ms. Tori Anne Dickens promoted to Dispatch Supervisor

**NTMC: Vacancy Positions**

- Mechanic – one (1)
- Operator – three (3)
- Dispatcher – one (1)
- Payroll & Benefits Coordinator – one (1)

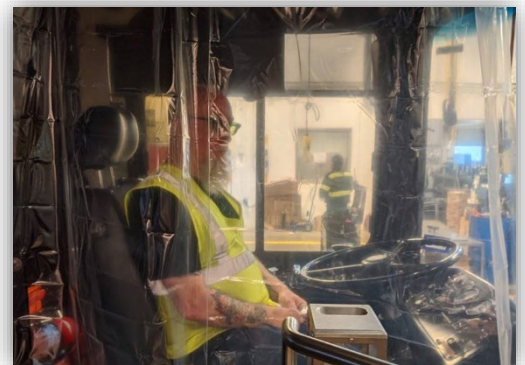
**NTMC Budget ending January 2021 (YTD)**





### Past Year Highlights & News: March 28, 2020 – March 2021

- April 2020 – Implemented additional Safety PPE measures due to pandemic.
  - Daily sign-in sheets, temperature, issuing gloves, wipes, hand sanitizers at dispatch window
  - Implemented Covid-19 policies and procedures
  - Organized and installed vinyl curtains on all units with the exception to small units.
- April / May 2020 – Provided assessment of overall Operations & Maintenance
  - Highlighted areas that were working well and areas that needed improvement.
  - Conducted One-on-One meetings with staff; biggest concern was not enough communication throughout the agency.
- April 2020 – Established Leadership Staff Meetings
- April 2020 – Worked with TransitFleet vendor to improve mileage issues with fleet
- April 2020 – Established relationship & increased the line of communication with Union Leadership
- April 2020 – GM – Established Board of Directors reports
- May 2020 – Safety Dept. implements “Halo Sanitizing” for all vehicles.

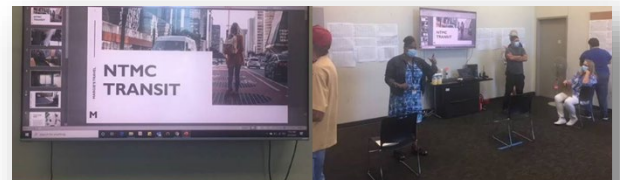




- May 2020 - #Soundthehorn Campaign to honor transportation frontline staff
- June 2020 – Changed DDTC lobby hours of operation, due to curfew order & protesters
- June 2020 – Established New Safety & Work Culture
- June 2020 Implemented NTMC (SGR) training plan for staff; summer 2020
- July/August 2020 – Implemented a Vacation Bid, established through ATU union
- June 2020 – New Run Bid, COVID-19 safety measure improvements, maintaining social distancing, & introduced reduction in force process
- June/July 2020 – Joint Management Meetings were established (DCTA & NTMC/HTG)
- August 2020 – GM Announcement Newsletter Implementation
- Drastically reduced Overtime expenses April – August 2020; maintained below budget since then throughout past 11 months.
- August 2020 – Developed NTMC monthly Dashboard
- September 2020 – DDTC lobby reopens 7am – 6pm M-F
- September 2020 – Implemented NTMC Non-Operator Reorganizational Plan
- September 2020 – Provided more Leadership training for Management Team
- September 2020 – Hand Sanitizers installed on all revenue units
- September 2020 – Coordinated effort with DCTA to improve recruitment program
- September 2020 – Developed new NTMC Organizational Chart
- October 2020 Developed three (3) SOP's for the safety committees implementation; PTASP Plan
- November – December 2020 – replaced safety equipment, signs, PA's, and other minor improvements to fleet



**DCTA TO #SOUNDTHEHORN**  
 May 21, 2020  
 For the second time this spring, North  
 salute frontline  
[READ](#)





- Eight (8) months with Zero (0) positive COVID-19 results
- 30 Standard Operating Procedures revised, and daily staff duties uploaded into Teams
- January 2021 – Recall operators from furlough
- January 2021 – Developed new evaluation process specially designed for each department
- February 2021 – Implemented Mask Mandate Federal Order
- February 2021 – Preparation for Severe Weather Conditions
- February – March 2021 – Prepared and provided buses for to shuttle customers to TMS vaccine site
- March 2021 – Finalized all annual performance evaluations for all non-operators



I'm proud of our NTMC team for the many accomplishments we have been able to successfully implement and I am confident they will continue to provide excellent customer service for our clients.

**Other Focus Points:**

- Increase the line of communication among all employees, & union officials.
- Establishing a new culture that encourages Team effort, Trust, Respect, and Accountability.
- Continue to provide employees necessary Personal Protective Equipment (PPE) to minimize exposure in our fight against COVID-19, tracking the issuance of masks to passengers.
- Monthly GM – Communication Announcement Newsletter.

**Robert J. Garza, "RJ"**  
**Interim General Manager**

## NTMC - March 2021



### BUILDING A WORLD-CLASS TRANSIT SYSTEM!

Together we can build a world-class transit system; however, I can not do this task alone. I need your help. Everyone has an important function to carry-out throughout each workday at NTMC.

I ask for your commitment to this great effort. The success of the organization requires all of us to do our part. Do the best job you can to provide the mobility access opportunity for our community and all our customers.

I respect each of you and I'm proud to be a part of the NTMC team. Thank you for making NTMC a better place to work.

I would like to take this opportunity to thank everyone for working as a team. I have enjoyed my stay here and I'm truly grateful. I'll always remember this agency, team, and hardworking individuals. **THANK YOU!**

### CONTACT

PHONE:  
956-466-8375

WEBSITE:  
[www.ntmc.com](http://www.ntmc.com)

EMAIL:  
[rjgarza@ntmc.com](mailto:rjgarza@ntmc.com)  
[robert.garza@trusthtg.com](mailto:robert.garza@trusthtg.com)

## RJ INTERIM GENERAL MANAGER

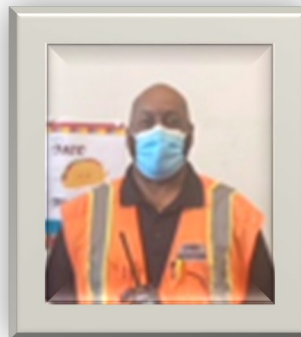
### COMMUNICATION ANNOUNCEMENT

#### Special Announcement!

I'm pleased to announce the promotion of Ms. Louise Francois to Interim General Manager. I'm so proud of her many accomplishments and for working hard to deserve this position. Thank you!



I'm also pleased to announce the promotions of Mr. Kelly Richardson to Operations Manager and Ms. Anne "Tori" Dickens to Dispatch Supervisor.



Thank you for your hard work.



#### Accidents: February 2021

There was two (2) preventable accident for the month of February 2021.

## NTMC - March 2021



### **Vaccine Volunteers:**

Special thanks to those who volunteered to receive the vaccine on February 24<sup>th</sup>. We realize it was short notice. If more vaccines come available, we will reach out to you.

### **Transit Employee Appreciation Day (Thursday, March 18, 2021)**

In honor of Transit Employee Appreciation Day throughout the country on Thursday, March 18, 2021, DCTA provided taco plates for all NTMC employees.

Raymond Suarez, DCTA CEO was kind enough to deliver the food in person and participated in the event joining the NTMC team. All employees were honored, and they gratefully appreciated Mr. Suarez's and DCTA's kind appreciation for the service NTMC provides DCTA.

### **Reminders:**

Travel Policy – COVID-19 safety precautions were revised please review bulletin boards.

Please refrain from discussing company business with customers or passengers, including but not limited to route reduction, service changes that may or may not occur.

Please always use professional courtesy with passengers.

Operators: Please tally UNT students that transfer from Denton Connect Routes to UNT services. Ask dispatch for more details or contact Tori.

Rail Yard Facility is currently under repairs, please be use caution when entering or exiting the facility. Thanks for bearing with the situation. Please limit three (3) people in the upstairs breakroom.

### **Dispatchers & Road Supervisors:**

Quick and last-minute adjustments were made during February throughout the operations schedules and fleet assignments. I'm extremely proud of everyone's efforts and for making it happen. Great Job!

### **Maintenance:**

I'm extremely proud of the work you'll are doing. We have noticed less road calls which triggers to less service interruptions. Thank you so much!

### **Operators:**

Please sign-up for volunteer work assignments such as the TMS Shuttle and other work assignments.

NTMC - March 2021

**SANITIZING & DISINFECTING**

- Masks are now mandated on all DCTA vehicles.
- We are tightening up air-travel (out-of-state or country) requests for all employees. If you choose to travel by air you will be required to use self-quarantine precaution upon your return, in case becoming in contact with COVID-19, for five (5) calendar days. Please coordinate with management when planning travel.
- All vehicles and facilities are thoroughly cleaned, sanitized, and disinfected. Special thanks to our Service Attendants and Janitorial Crew.
- Hand sanitizers have been installed on all revenue units.
- Signages have been posted on all vehicles; to reinforce the use of masks by our passengers and encouraging social distancing. Operators will be able to point to the sign so customers can be aware.
- All curtains in vehicles are being replaced as required.
- We encourage everyone to continue to use good health practices to prevent the spread of this unwanted virus.



# DCTA PRIORITY ACTIONS

Regular Item g-ii, Exhibit 1



**NOTES:**

- Monthly briefings on all activities will be provided to both the DCTA and NTMC boards
- Proposed timing is dependent on individual initiative progress and board approvals

★ CBA-requested bid process (minimum of 45 days)

★ Roundtables with Member Cities to Review/Tweak Proposed Service Plan

★ CBA expires on March 31, 2021



# DCTA PRIORITY ACTIONS

DCTA/DART JOINT  
OPERATING PLAN

DCTA Board Approves ILA for Access Impact Fees



{Board Mtg on 11/12}



LOI for Joint O&M Facility



{Board Mtg on 12/10}



Draft JOP

**DART ILA Modification to the Board**

{Board Mtg on 3/25}

**{Board Mtg on 4/22}**



Modify ILA for Temp/Perm Facility Mods

{Board Mtg on 4/22}



Final JOP

{Board Mtg on 6/24}



Modify ILA for JOP

{Board Mtg on 9/23}