

BOARD OF DIRECTORS MEETING AGENDA

MONDAY, APRIL 17, 2023, 3:00 P.M.

801 GROVE STREET
Fort Worth, Texas 76102

CALL TO ORDER

PLEDGE ALLEGIANCE

CITIZEN COMMENTS

SWEARING IN OF OFFICERS

Albon Head

MEETING MINUTES

1. Approval of March 20, 2023 Board Meeting Minutes

INFORMATION ITEM & REPORTS

- | | |
|---|-------------------|
| 1. Regional Transportation Council – April 13, 2023 | Jeff Davis |
| 2. Human Resources | Kelli Shields |
| a. Mentor Program | |
| 3. Commuter Rail | Jon-Erik Arjanen |
| a. Long Term Parking Update | |
| b. Network Outage | |
| 4. Operations | Wayne Gensler |
| 5. Marketing & Communications | Melissa Chrisman |
| a. April Report | |
| b. Quarterly Ridership Task Force Update | |
| c. Quarterly EASYRIDE Update | Antonio Pasamonte |
| 6. Community Engagement | Detra Whitmore |
| a. April Report | |
| 7. Strategy, Planning & Development | Chad Edwards |
| a. General Planning Consultant Update | |
| b. Trinity Lakes Station Update | |
| c. Texas State Legislative Update | Steve Montgomery |
| 8. Finance | Fred Crosley |
| a. February Financials | |
| 9. Information Technology | Bruce Lewis |

ACTION ITEMS

- | | | |
|--------------|--|---------------|
| 1. BA2023-26 | General Contractors Services | Wayne Gensler |
| 2. BA2023-27 | MATS Interlocal Agreement | Wayne Gensler |
| 3. BA2023-28 | Mobility on Demand (ZIPZONE) Contract Service Renewal Final Year – River North Transit, LLC (Via) | Wayne Gensler |
| 4. BA2023-29 | Financial Audit and Review Services | Fred Crosley |
| 5. BA2023-30 | Insurance Broker Services | Fred Crosley |

RESOLUTION

- | | | |
|-------------|--|-----------------------------|
| 1. R2023-03 | Support for Downtown Fort Worth Strategic Plan | Chad Edwards & Andy Taft |
|-------------|--|-----------------------------|

PRESIDENT'S REPORT

CHAIR'S REPORT

OTHER BUSINESS

EXECUTIVE SESSION

The Board of Directors may convene in Executive Session under the Texas Open Meetings Act for the consultation with its Attorney pursuant to Section 551.071; deliberation regarding real property pursuant to Section 551.072; deliberation regarding prospective gift pursuant to Section 551.073; deliberation regarding personnel matters pursuant to Section 551.074; deliberation regarding security devices pursuant to Section 551.076 and/or deliberations regarding economic development negotiations pursuant to Section 551.087.

VOTE ON ACTION TAKEN ON MATTERS DELIBERATED IN EXECUTIVE SESSION

ADJOURN



BOARD OF DIRECTORS MEETING MINUTES

MONDAY, MARCH 20, 2023

ATTENDEES:

Board Members Present: Teresa Ayala – Secretary, Michael Crain, Charles Edmonds, Nick Genua, Chris Nettles, Ben Robertson, Tito Rodriguez – Vice Chair, Paul Slechta

Board Members Absent: Jeff Davis, Brian Hawkins, Sharla Horton-Williams

Executive Leadership Team: Richard Andreski, Jon-Erik Arjanen, Christine Black, Melissa Chrisman, Fred Crosley, Chad Edwards, Wayne Gensler, Bruce Lewis, Kelli Shields, Detra Whitmore

Board Attorney: Albon Head

CALL TO ORDER

With a quorum of the Board of Directors present Vice-Chairman, Tito Rodriguez, called the Board of Directors meeting to order at 3:01 pm at 801 Grove Street, Fort Worth, Texas 76102.

PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS

There were no citizen comments.

SPECIAL PRESENTATION

Detra Whitmore and Richard Andreski presented the United Way Campaign Update and provided Kintisha Williams and Reginald Grant with a check in the amount of \$16,380.50 based on employee campaign contributions.

ELECTION OF OFFICERS

Paul Slechta, Chairman of the Nominating Committee provided the board with the following officer recommendations: Jeff Davis, Chair, Tito Rodriguez, Vice Chair and Sharla Horton-Williams, Secretary.

Motion: Charles Edmonds made a motion to accept and approve the Nominating Committee's recommendations. Michael Crain seconded. Motion passed unanimously.

Albon Head administered the Oath of Office to Tito Rodriguez. The other officers will be sworn in at the April board meeting.

MEETING MINUTES

Motion: Charles Edmonds made a motion to approve the February 21, 2023 Board of Director Meeting Minutes as submitted. Michael Crain seconded. Motion passed unanimously.

INFORMATION ITEMS & REPORTS

1. Regional Transportation Council – Tito Rodriguez reported on the March 9, 2023 meeting.
2. Executive Leadership Team Austin Visit & Retreat – Richard Andreski provided an update to the board regarding the ELT's Retreat and visit to CapMetro.
3. Human Resources – No report at this time.

4. Commuter Rail – Jon-Erik Arjanen introduced and welcomed Vern Hoston, COO of TRE to the team. He discussed the recent storms that caused outages, downed trees and other related issues and thanked the rail teams for their prompt response to all instances. provided an update on the bi-directional track status at selected stations on TEXRail corridor.
5. Operations – Wayne Gensler provided a brief report on operations KPI and an update on the 117 pads/shelters.
6. Marketing & Communications – Melissa Chrisman touched on the March marketing and communications Report and advised the board that the department had won 3 awards in the last 2 years.
7. Community Engagement – Detra Whitmore provided highlights on the March report and stated we are holding a “Hospitality Day on Transit” the morning of April 7 for the local downtown travel and hospitality industry.
8. Strategy, Planning & Development – Discussed earmarks for two upcoming projects and Chad Edwards also gave updates on Trinity Lakes Station, the E. Lancaster Avenue Study, Stockyards Transportation Study and mentioned McCart and E. Berry. There will be a BRT Study Report update in May. Steve Montgomery provided a report on the Texas State Legislative sessions and the currently Bills 67 & 68 directly or indirectly affect transportation. He will forward the board a list of all the bills he is currently tracking and the advocacy efforts regarding same.
9. Finance – Fred Crosley reported on the January financials. Noted the FTA Triennial Review is underway and we have started the FY24 budget process.
10. Information Technology – Bruce Lewis did not have a report but has two action items which are noted below.

ACTION ITEMS

1. **BA2023-22** ERP Managed Services Provider (JD Edwards) was presented by Bruce Lewis.

Motion: Ben Robertson motioned to approve the ERP Managed Services Provider. Nick Genua seconded. Motion passed by unanimous vote.

2. **BA2023-23** IT Disaster Recovery was also presented by Bruce Lewis for consideration.

Motion: Ben Robertson motioned to approve the disaster recovery action item. Paul Slechta seconded. Motion passed by unanimous vote.

PRESIDENT’S REPORT

Richard Andreski had the opportunity to spend Saturday morning at the Hershel R. Payne Bus Garage to visit with our frontline workers for Transit Worker Appreciation Day. He mentioned a consistent theme, every member was focused on providing great service. Mr. Andreski added that while there is still much work to do, we are starting with a formidable foundation with our teams. There were two trips to Capitol Hill this month where he and others continued to make the case for federal investments in public transportation. Additionally, he and several commuter rail CEOs met with members of Congress and their staff. As the lone representative from Texas, he shared our TEXRail success story and the progress in extending service to our medical district. They also met with Rep. Graves of Missouri, Rep. Cole of Oklahoma and Rep. Nehls of the Houston area. Mr. Andreski also attended the APTA Legislative and High-Speed Rail Conferences. One message delivered loud and clear by Mitch Landrieu, advisor to President Biden, “We (the transit industry) need to spend our federal funds more quickly and deliver great projects.” The current funding levels are a once-in-a-lifetime opportunity to show what can be achieved with proper funding. Agencies will be scrutinized and considered in accordance with their spend or lack thereof.

CHAIR'S REPORT

There was no chair report.

OTHER BUSINESS

No other business was discussed.

EXECUTIVE SESSION

Vice Chair Rodriguez called an Executive Session to order at 4:15 pm to discuss Metro Area Transit System presentation and BA2023-21 the 2023 Executive Incentive Program. The Members, board attorney, Richard Andreski, Wayne Gensler, Kelli Shields and Christine Black all moved to the Board Executive Conference Room. At 4:36 pm, Mr. Gensler exited the Board Executive Conference Room. At 4:43 pm the Directors, attorney, Mr. Andreski, Ms. Shields and Ms. Black exited the conference and Vice Chair Rodriguez adjourned the Executive Session and called the regular board meeting to order at 4:44 pm.

ACTION TAKEN ON MATTERS DELIBERATED IN THE EXECUTIVE SESSION**1. BA2023-21 2023 Executive Incentive Program**

Motion: Nick Genua motioned to approve the 2023 Executive Incentive Program. Ben Robertson seconded. Motion postponed by unanimous vote.

ADJOURN

Meeting adjourned at 4:46 pm.

Marketing and Communications Report

March 2023



Melissa Chrisman

VP of Marketing and Communications

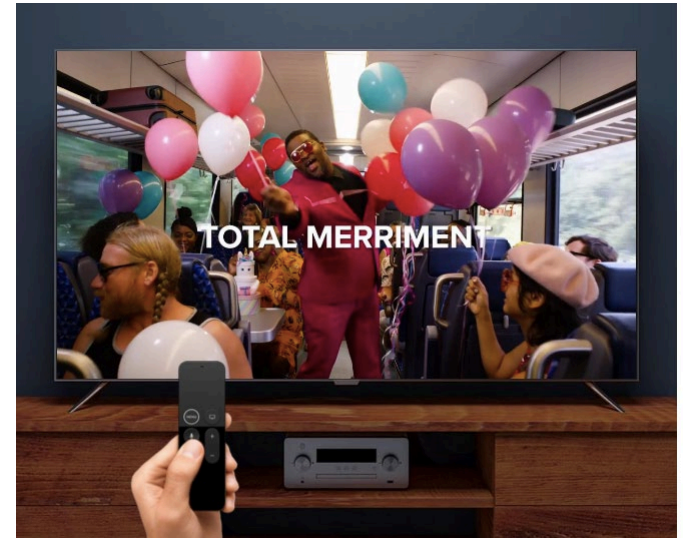
April 2023



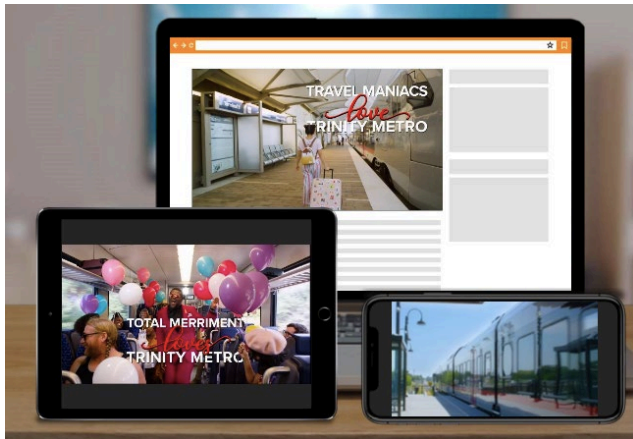
Paid Media – March Results

CAMPAIGN NAME: TEXRAIL RIDERSHIP

| | |
|----------|---------------------------------|
| RESULTS: | 1,333,261 AD VIEWS |
| | 6,267 AD CLICKS |
| | 0.5% CLICK-THRU RATE |
| TACTICS: | PAID SOCIAL, DIGITAL, STREAMING |



Streaming advertisements posted a video completion rate greater than **91%!**



CAMPAIGN NAME: TCC STUDENT RIDERSHIP

| | |
|----------|----------------------|
| RESULTS: | 17,486 AD VIEWS |
| | 44 CLICKS |
| | 0.3% CLICK-THRU RATE |
| TACTICS: | DIGITAL |



Paid Media – March Results

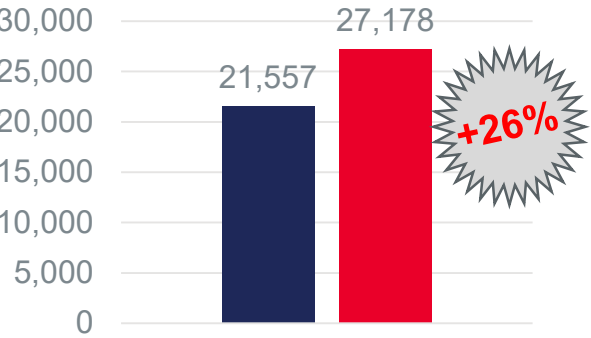
CAMPAIGN NAME: SYSTEM RIDERSHIP

| | |
|----------|---|
| RESULTS: | 3,731,998 AD VIEWS |
| | 6,346 AD CLICKS |
| | 0.9% CLICK-THRU RATE |
| TACTICS: | RADIO, OUTDOOR, PRINT, DIGITAL, PAID SOCIAL |



CAMPAIGN NAME: TRE RIDERSHIP

| | |
|----------|----------------------|
| RESULTS: | 328,777 AD VIEWS |
| | 334 AD CLICKS |
| | 0.1% CLICK-THRU RATE |
| TACTICS: | DIGITAL |



TRE RIDES - MARCH (3RD WEEK)

■ MARCH 2022 ■ MARCH 2023



To contact SeniorLife News - call 1 800 736 7350

3 / March 2023 / SeniorLife News

Blood clots explained

What are blood clots?
Your blood is an amazing, multi-purpose substance. It flows continuously through the body, carrying oxygen and nutrients to your cells. But if it gets too thick or too slow, some of this flowing liquid quickly turns to a protective clot.

Clots are tangles of molecules and blood cells that clump together. They help prevent blood loss when the skin breaks open. They also help stop bleeding from getting inside the body. But when clotting happens inside a blood vessel, it can be dangerous.

Clots can form on the blood vessel walls to help them heal if they get damaged. However, the clots usually dissolve. But sometimes a clot doesn't get broken down as it's supposed to. Clots may also form when they're not needed. Sometimes, clots break off a piece of wall and travel through the blood to other parts of the body. They may cause a lot of damage, depending on where they block blood flow. Blood clots can potentially harm the brain, heart, lung, or other organs.

But researchers have made great progress over the last few decades in managing blood clots. They continue to develop new ways to treat and prevent such blockages.



Get better things to do than sitting in traffic. Then let Trinity Metro do the driving for you, with a nice and easy trip on buses, TEXRail, ZONE, TRINITY METRO, and more. Find out more about the exciting ride you're in for now at trinitymetro.org

TEXRail | ZONE | TRE | TRINITY METRO

culturemap
FORT WORTH

DAILY DIGEST



Fort Worth's only vegan burger joint is calling it quits

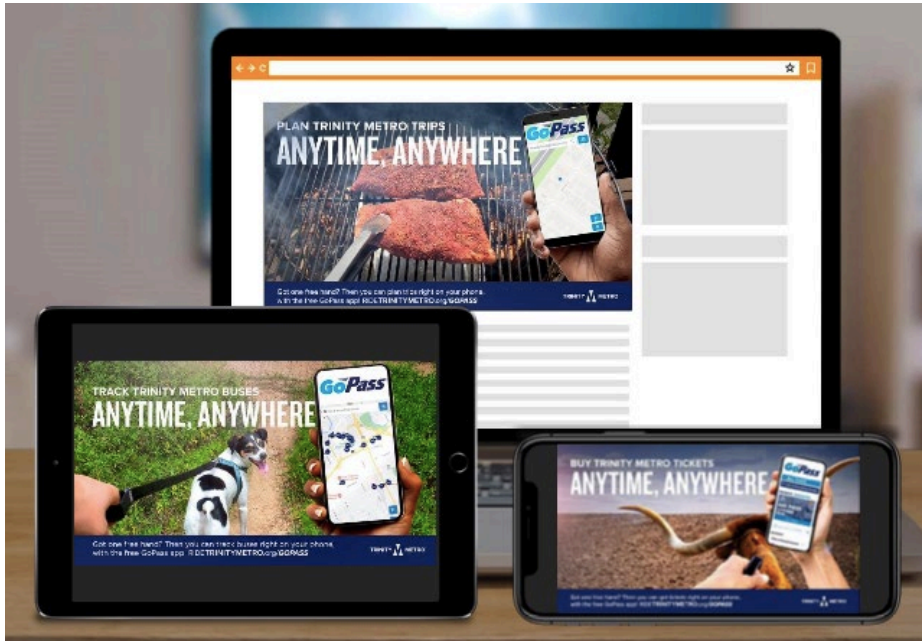
BY TERESA GUBBINS



Paid Media – March Results

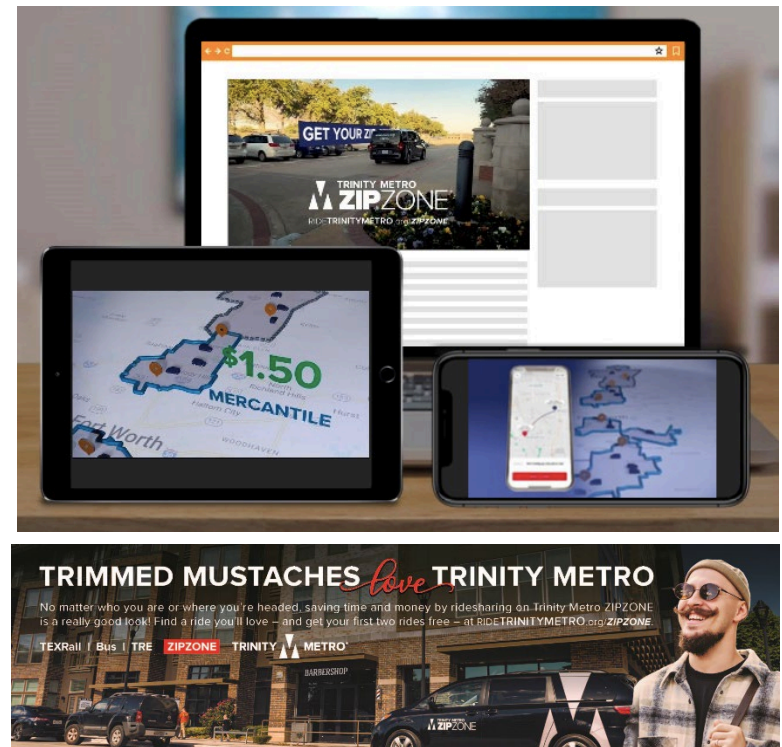
CAMPAIGN NAME: GOPASS

| | |
|--------------------|--------------------------------|
| RESULTS: | 119,974 AD VIEWS |
| | 60 CLICKS |
| | 0.1% CLICK-THRU RATE |
| TACTICS: | STREAMING |
| DOWNLOADS: | 2,247; +19% YEAR-OVER-YEAR |
| TICKET VALUE SOLD: | \$123,512; +31% YEAR-OVER-YEAR |



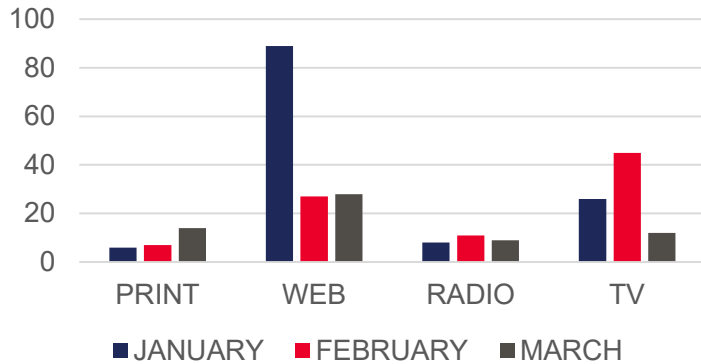
CAMPAIGN NAME: ZIPZONE

| | |
|----------|---------------------------------|
| RESULTS: | 298,889 AD VIEWS |
| | 1,534 CLICKS |
| | 0.5% CLICK-THRU RATE |
| TACTICS: | PAID SOCIAL, DIGITAL, STREAMING |



Earned Media – March Results

Media Coverage by Type



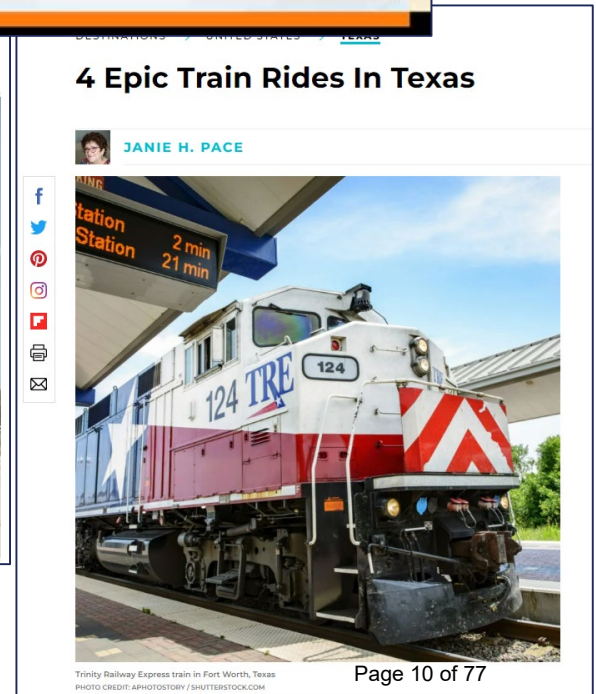
EARNED MEDIA RESULTS: MEDIA VALUE

MEDIA COST EQUIVALENT:

\$755,739

TOTAL STORIES:

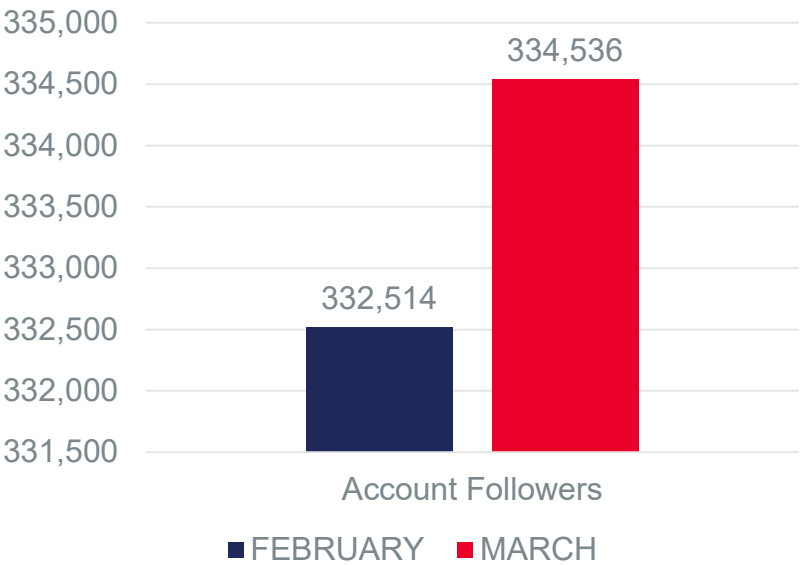
63



Shared Media – March Results

SHARED MEDIA RESULTS: ACCOUNT FOLLOWERS

| | |
|------------|------------------|
| FACEBOOK: | 22,196 (+395) |
| INSTAGRAM: | 4,003 (+143) |
| TWITTER: | 4,972 (+51) |
| NEXTDOOR: | 303,365 (+2,022) |



ridetrinitymetro

TRINITY RAILWAY EXPRESS
BETWEEN DALLAS-FORT WORTH

ridetrinitymetro Why sit in traffic when you can ride TRE? Choose TRE for a stress-free and convenient ride between Dallas and Fort Worth and enjoy the scenery along the way.

Get started at trinityrailwayexpress.org

MOST ENGAGED CONTENT: 5,800 users reached, 224 likes and reactions, 8 comments, 13 shares, 224 link clicks.

Trinity Metro
Published by Sked Social @ · March 22 at 2:00 PM · 🌐

It's no secret that commuting can be tricky. That's why we've standardized the TEXRail platform to make your trips more comfortable. As of April 1, here's what you can expect at NRH/Iron Horse TEXRail Station:

Eastbound Trains - Track 2
Westbound Trains - Track 1

TRINITY METRO

WHERE TO BOARD
NORTH RICHLAND HILLS/IRON HORSE STATION

See insights and ads

Boost again

94 16 comments 45 shares

MOST ENGAGED CONTENT: 13,100 users reached, 284 likes and reactions, 10 comments, 44 shares, 101 link clicks.

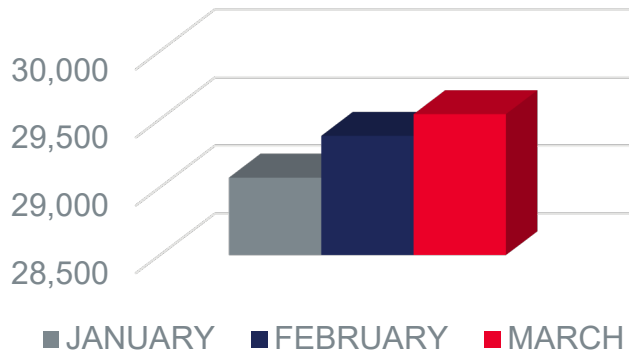


Owned Media – March Results

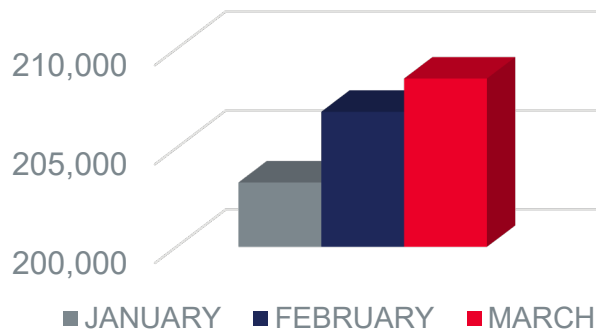
OWNED MEDIA RESULTS: GOVDELIVERY EMAIL/TEXT MARKETING

| | |
|--------------------------|-------------------|
| BULLETINS SENT: | 39 (+6) |
| TOTAL RECIPIENTS: | 189,872 (+27,104) |
| EMAIL OPENS: | 43,528 (+5,745) |
| EMAIL OPEN RATE: | 27% (-1%) |
| LINK CLICKS: | 2,206 (+270) |

Subscribers



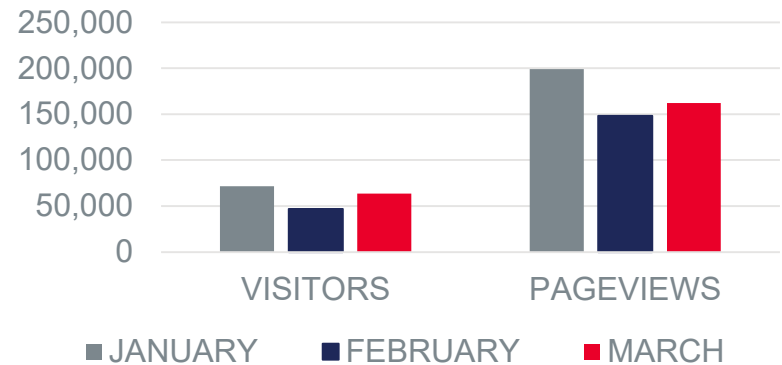
Subscriptions



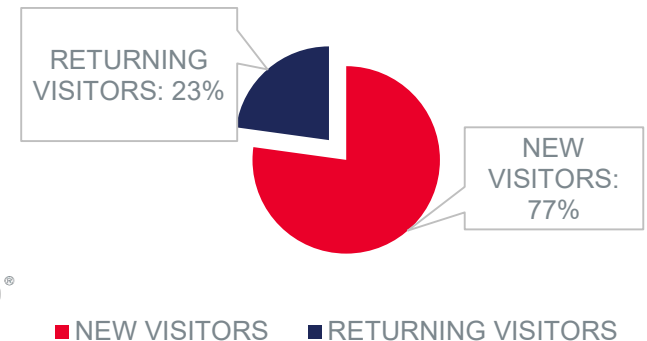
OWNED MEDIA RESULTS: RIDETRINITYMETRO.ORG

| | |
|----------------------------|--------------------------|
| MOST VISITED PAGES: | TEXRail schedules |
| | Homepage |
| | Bus routes and schedules |
| | Trip planner |
| | Tickets |

Website Traffic



Website Users: 63,456



Partnerships – March Results



The Dash partnered with Cultural District museums for a Spring Break campaign.



Trinity Metro's Southside ZIPZONE provided service to the Fort Worth Botanic Garden's World of Orchids exhibit.



TEXRail was the presenting sponsor of Grapevine Vintage Railroad's Kiss Me I'm Irish Express brew train.

Looking ahead ...

Friday on the Green: April 14

- Southside ZIPZONE activation
- Fixed-route buses
- Fort Worth Bike Sharing

Jazz Wine Trains: April 14, 21, 28

- TEXRail sponsorship
- Ticket giveaway online

MAIN ST. Fort Worth Arts Festival: April 20-23

- Molly the Trolley activation
- Special TRE Sunday service
- TEXRail
- Fort Worth Bike Sharing

EASYRIDE – March Results

EASYRIDE TICKET SALES

| REVENUE | \$51,853 (+\$10,592) |
|---------------------|----------------------|
| +CITY OF FORT WORTH | \$1,661 (+\$309) |
| +TCC | \$4,005 (+\$768) |

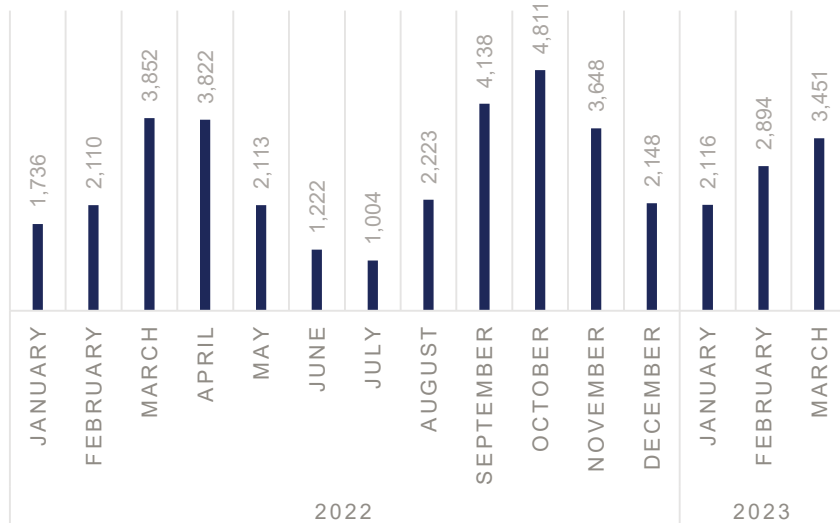
March 2023 new partners include:

- Cavalli at Iron Horse Station
- AIDS Outreach Center
- SafeHaven of Tarrant County
- DASH Network of Fort Worth

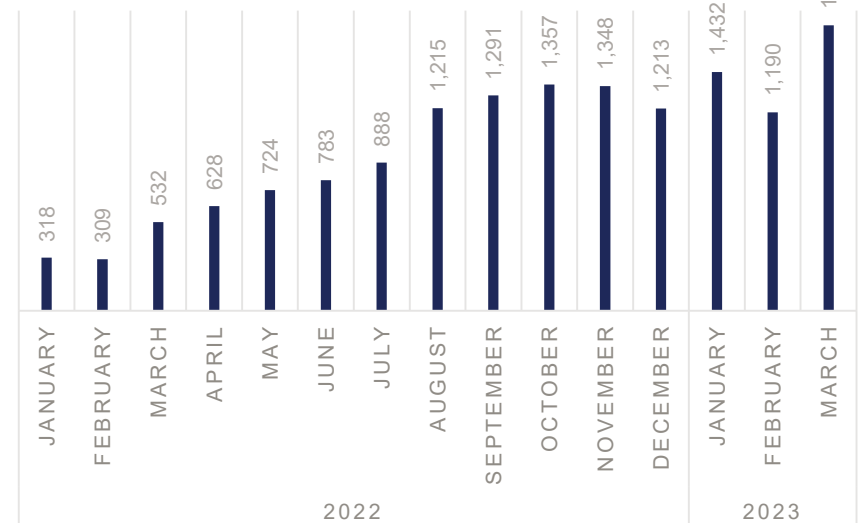
EASYRIDE TICKET SALES BY TICKET TYPE

| TICKET TYPE | NUMBER SOLD | REVENUE |
|------------------|-----------------|---------------------|
| LOCAL ONE-DAY | 11,619 (+1,478) | \$43,571 (+\$7,793) |
| LOCAL SEVEN-DAY | 82 (+77) | \$1,538 (+\$1,444) |
| LOCAL MONTHLY | 95 (+10) | \$5,700 (+\$600) |
| REGIONAL MONTHLY | 1 (-1) | \$144 (-\$144) |
| LOCAL ANNUAL | 2 (+2) | \$900 (\$+900) |
| REGIONAL ANNUAL | 0 (+/-0) | \$0 (+/- \$0) |

TCC RIDES



CITY OF FORT WORTH RIDES



BOARD OF DIRECTORS

INFORMATION ITEM

Item Title: Ridership Task Force Q2 Update

Meeting Date: April 17, 2023

BACKGROUND

In September 2022, Trinity Metro assembled a staff-led 30-day Ridership Task Force. The goal of the Task Force was to develop tactics to increase ridership through projects that could be completed within the next fiscal year. Members represented many Trinity Metro departments in order to consider all ideas, discuss opportunities and challenges, and explore different perspectives on how to bring new riders to the system and encourage current riders to ride more frequently. Members included:

- Melissa Chrisman, Executive Sponsor – Marketing
- Evan Escher, Chair – Planning
- Sarah Rogers, Vice Chair – Management Trainee
- Bianca Tillis, Secretary – Human Resources
- Genia Jackson – Bus Operations
- Jessica McMillion – Information Technology
- Nate Newby – Marketing
- Ron Newman – Bus Operations
- Kathryn Roy – Finance
- Evelia Zalazar – ENVOY

DETAILS

The Ridership Task Force recommended nine tactics in the three categories of safety, education and customer experience. The tactics were presented to both the Executive Leadership Team and the Board of Directors in October 2022.

Melissa Chrisman, VP of Marketing and Communications will provide an update on the recommended tactics and highlight progress made in the second quarter of fiscal year 2023.

RECOMMENDATION

There is no recommendation as this is an information item for the committee's feedback and discussion.

STAFF DISPOSITION

Melissa Chrisman

April 5, 2023

EXECUTIVE LEADER APPROVAL

DATE

Ridership Task Force Q2 Update

Melissa Chrisman
VP of Marketing and Communications
April 2023



Task Force Members

Chairperson: Evan Escher – *Transit Planner*

Co-Chairperson: Sarah Rogers – *Management Trainee*

Secretary: Bianca Tillis – *HR Specialist*

Members:

Genia Jackson – *Bus Operator*

Jessica McMillion – *System Application Administrator*

Nate Newby – *Creative Services Manager*

Ronald Newman – *Director of Operations*

Kathryn Roy – *Staff Accountant*

Evelia Zalazar – *Transit ENVOY*

Meeting dates:

9/1/22

9/16/22

9/22/22

9/29/22

Executive Sponsor: Melissa Chrisman - *VP of Marketing and Communication*



Three Strategies

SAFETY

**CUSTOMER
EXPERIENCE**

EDUCATION

Tactic 2

Planning



In Progress



CUSTOMER
EXPERIENCE

Upgraded Technology

FY 2023

IT, Procurement, Operations, Marketing & Communications



TRINITY METRO®

Tactic 3

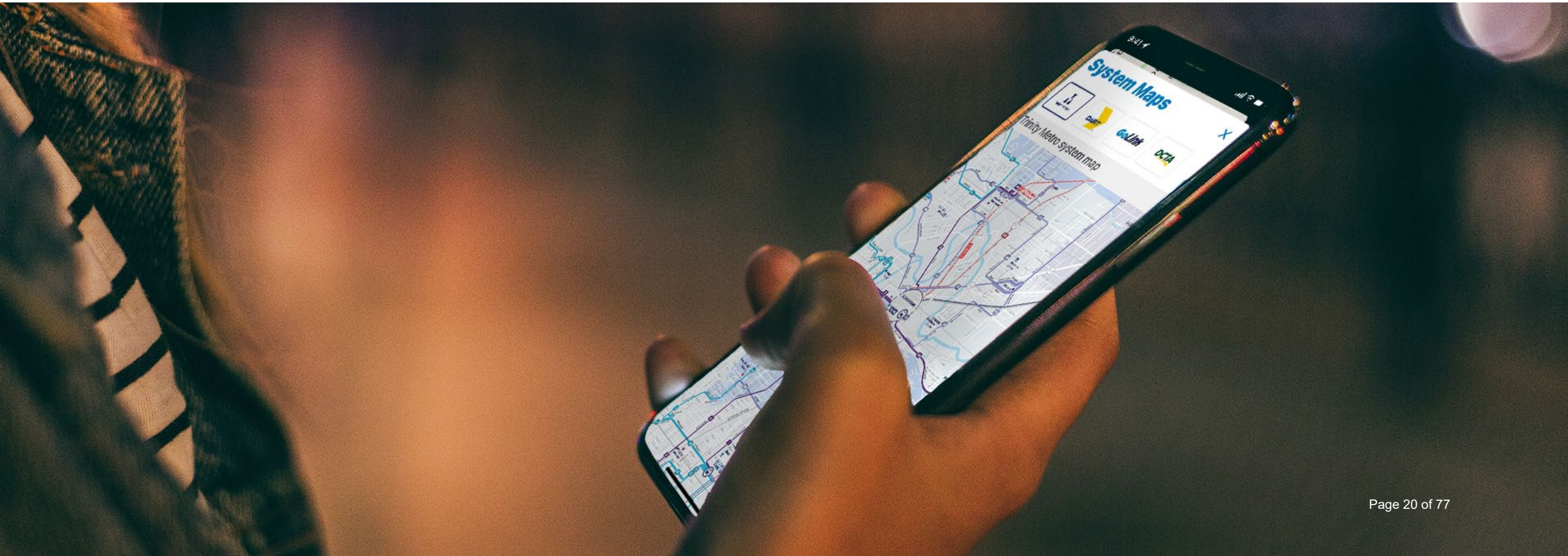
GoPass/See Say Integration

Q1/Q2 FY 2023

IT, Security, Operations, Marketing, Customer Experience

SAFETY

CUSTOMER
EXPERIENCE



Tactic 4

Planning



In Progress



Upgrade Website

CUSTOMER
EXPERIENCE

EDUCATION

FY 2023

Contractor, IT, Marketing, Planning, Finance



Tactic 5

Planning



In
Progress



EDUCATION

“Schedule Day”

SPRING SERVICE CHANGE FY 2023

ALL HANDS



Tactic 6

Planning



In Progress



Officers/NPOs Onboard

SAFETY

CUSTOMER
EXPERIENCE

FY 2023

Outreach, Operations, Customer Experience



Tactic 8

Planning



In Progress



Stop & Stations Improvements

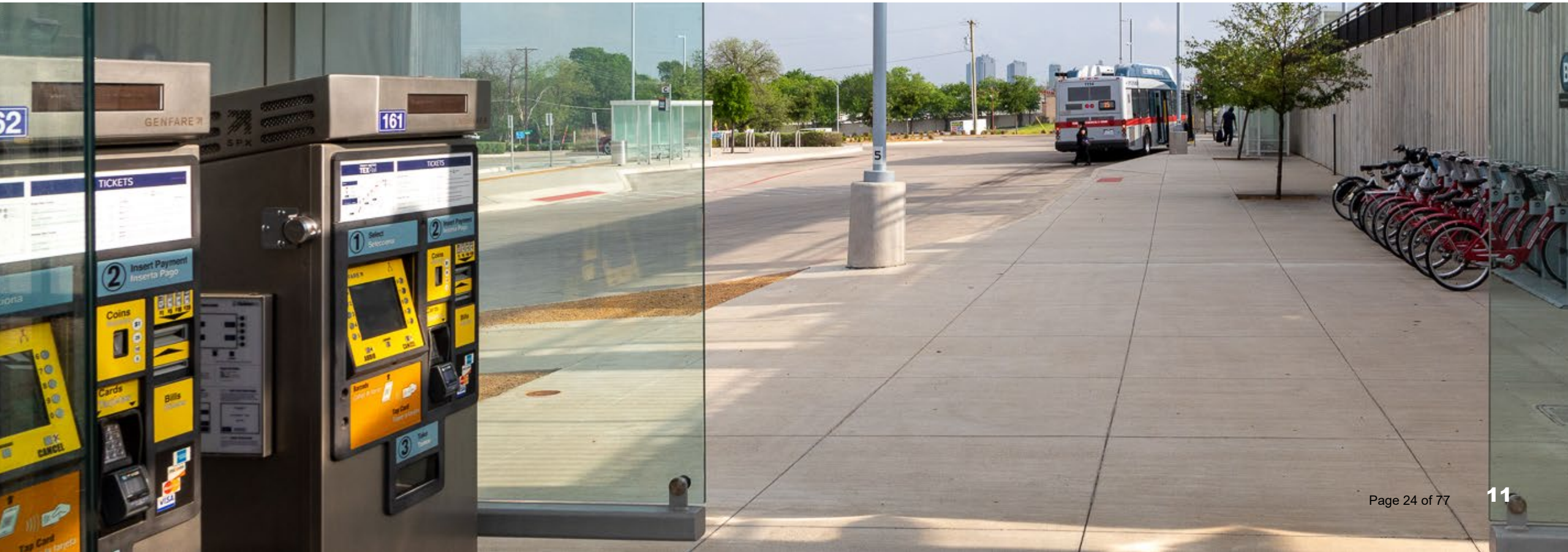
FY 2023 – UPDATE: Timing will flow in to the next several years

Facilities, Planning, Procurement, Customer Experience, Marketing, Operations

SAFETY

CUSTOMER
EXPERIENCE

EDUCATION



Tactic 9

Planning



Rewards/Loyalty Program

CUSTOMER
EXPERIENCE

FY 2023

ALL HANDS



Ridership Task Force Summary



- ~~Tactic 1~~ TEXRail “Re Grand Opening” Event — JAN 10, 2023
- **Tactic 2** Upgraded Technology — FY 2023
- ~~Tactic 3~~ GoPass/See Say Integration — Q1/Q2 FY 2023
- **Tactic 4** Upgrade Website — FY 2023
- **Tactic 5** Schedule Day — May 19, 2023
- **Tactic 6** Officers/NPOs Onboard — FY 2023
- ~~Tactic 7~~ Veterans in Reduced Fare Program — Q2 FY 2023
- **Tactic 8** Stop and Stations Improvements — FY 2023
- **Tactic 9** Rewards/Loyalty Program — FY 2023



QUESTIONS?



BOARD OF DIRECTORS

INFORMATION ITEM

Item Title: EASYRIDE Q2 Update

Meeting Date: April 17, 2023

BACKGROUND

The Trinity Metro EASYRIDE program allows local organizations to receive a 25% discount on their transit tickets as a way to encourage ridership. Originally started as a program targeting daily corporate commuters with discounts on local and regional monthly and annual tickets, the program has broadened its reach. In January 2021, the range of available tickets was increased to include local daily and weekly tickets to encourage program use by not-for-profits, local community organizations and business travelers who may not need more than a daily or weekly ticket.

DETAILS

Antonio Pasamonte, Manager of Strategic Partnerships will provide an update on the EASYRIDE program including the current status, upcoming partnerships, ticket sales revenue and goals/strategy for fiscal year 2023.

RECOMMENDATION

There is no recommendation as this is an information item for the committee’s feedback and discussion.

STAFF DISPOSITION

Melissa Chrisman

April 5, 2023

EXECUTIVE LEADER APPROVAL

DATE

The logo features a large, stylized 'M' composed of three dark blue triangles (one pointing down, two pointing up) to the left of the text. The text 'TRINITY METRO' is in a light gray, sans-serif font, positioned above the word 'EASYRIDE' which is in a large, bold, dark blue, sans-serif font.

TRINITY METRO **EASYRIDE**

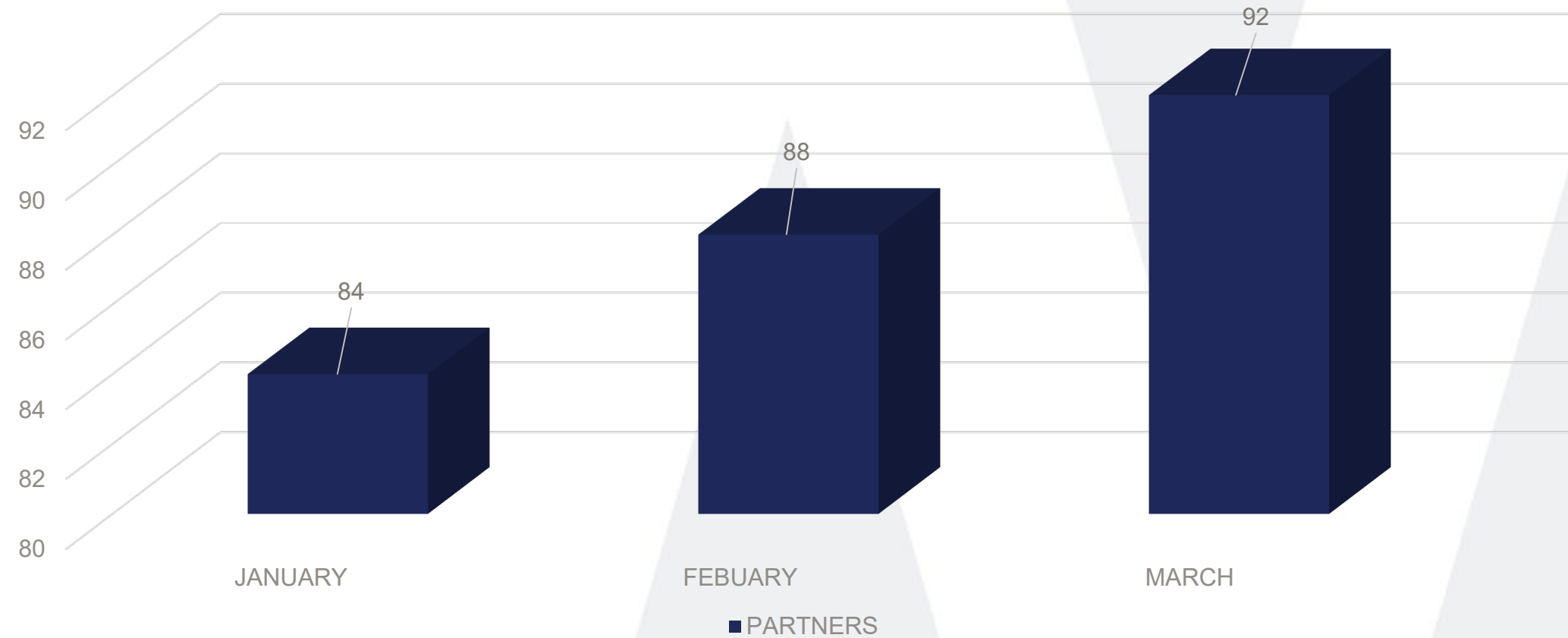
Antonio Pasamonte/Ja'sha High

Strategic Partnerships Manager/Strategic Partnerships Representative

April 17, 2023

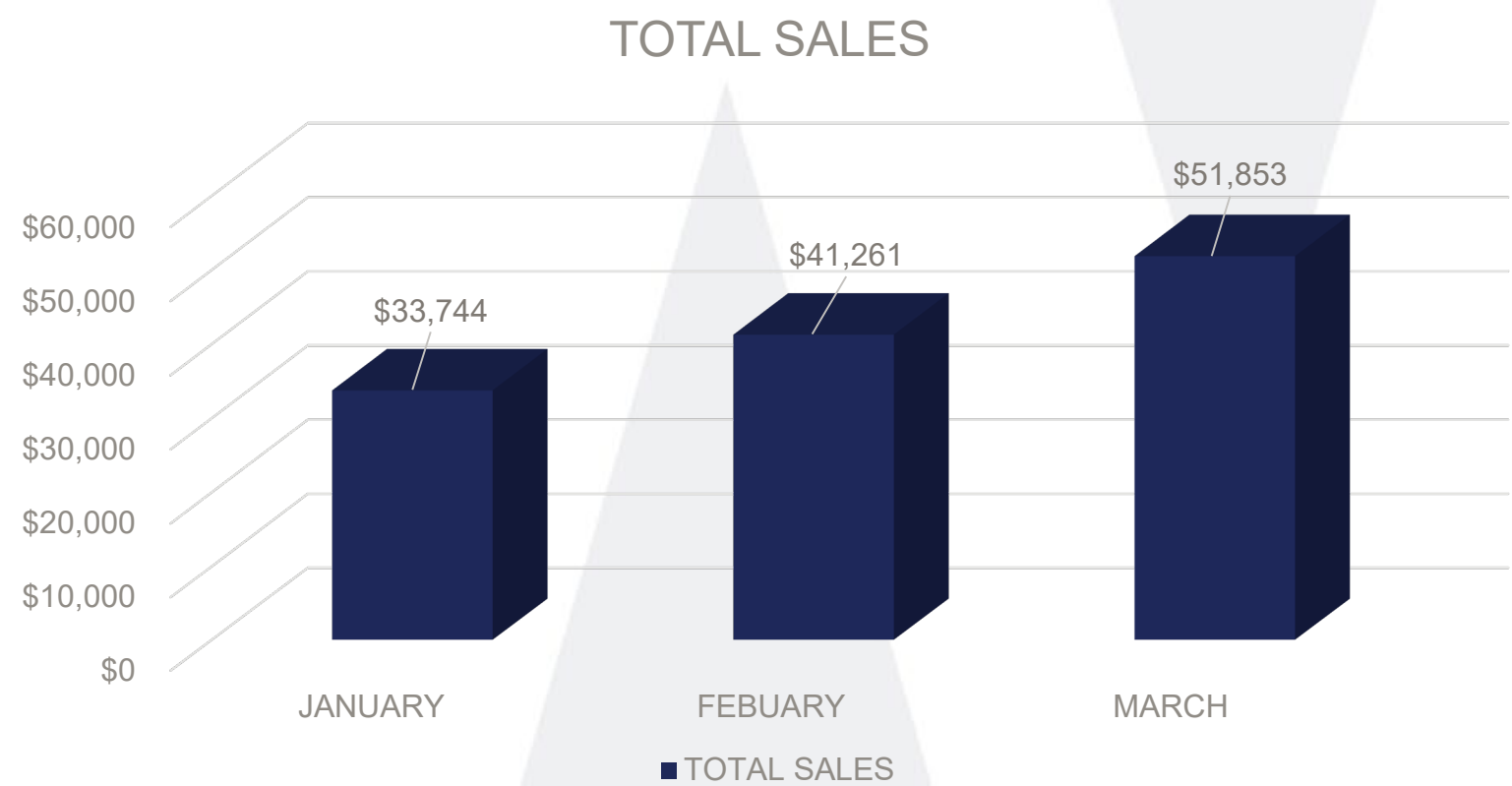
EASYRIDE OVERVIEW

92 companies



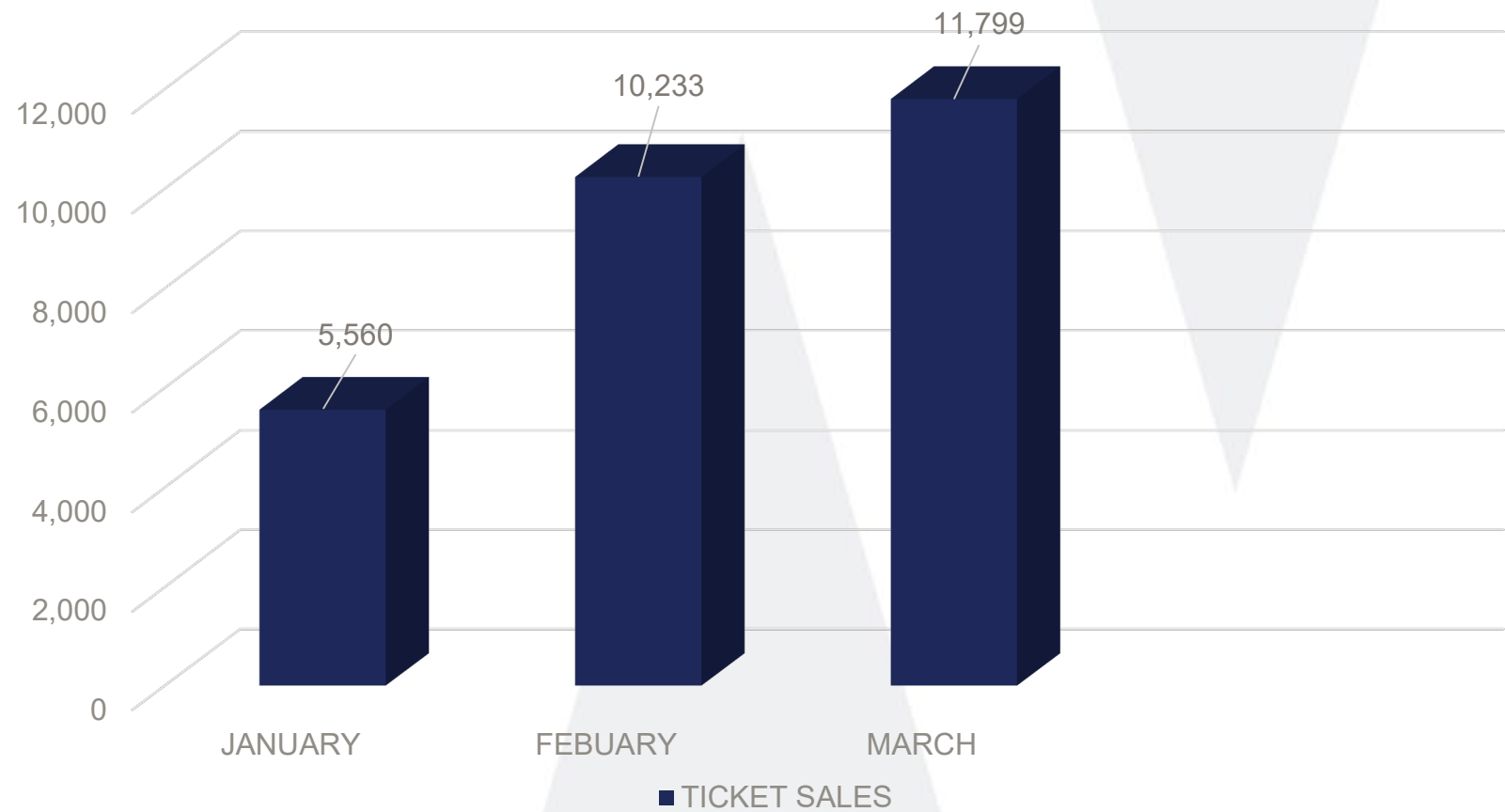
EASYRIDE OVERVIEW

Total EASYRIDE ticket revenue for second quarter



EASYRIDE OVERVIEW

Total EASYRIDE ticket sales for second quarter



UPCOMING THIRD QUARTER PARTNERSHIPS

MHMR

Salvation Army (ARC Division)

Core Civic

The Shelby Luxury Apartments



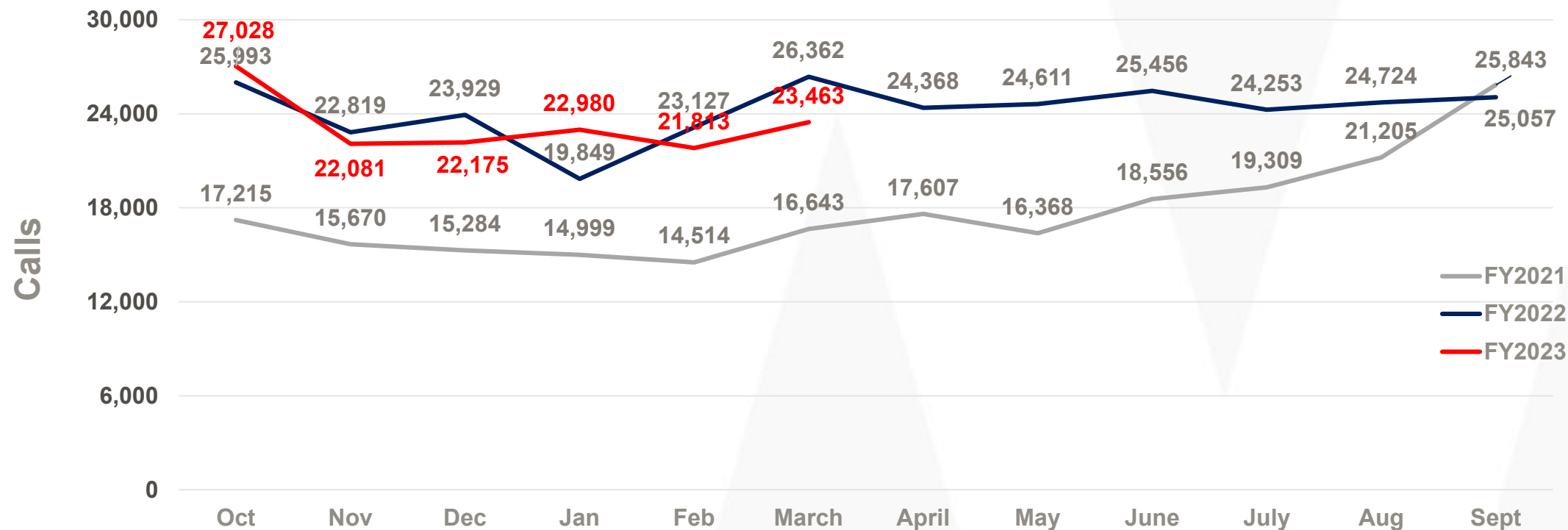
Community Engagement

April 2023


Detra Whitmore
Vice President of Community Engagement
Diversity, Equity, & Inclusion Officer



Customer Care Calls



INFORMATION



TYPES OF CALLS

31.58% No Wait Time!

861 – TEXRail

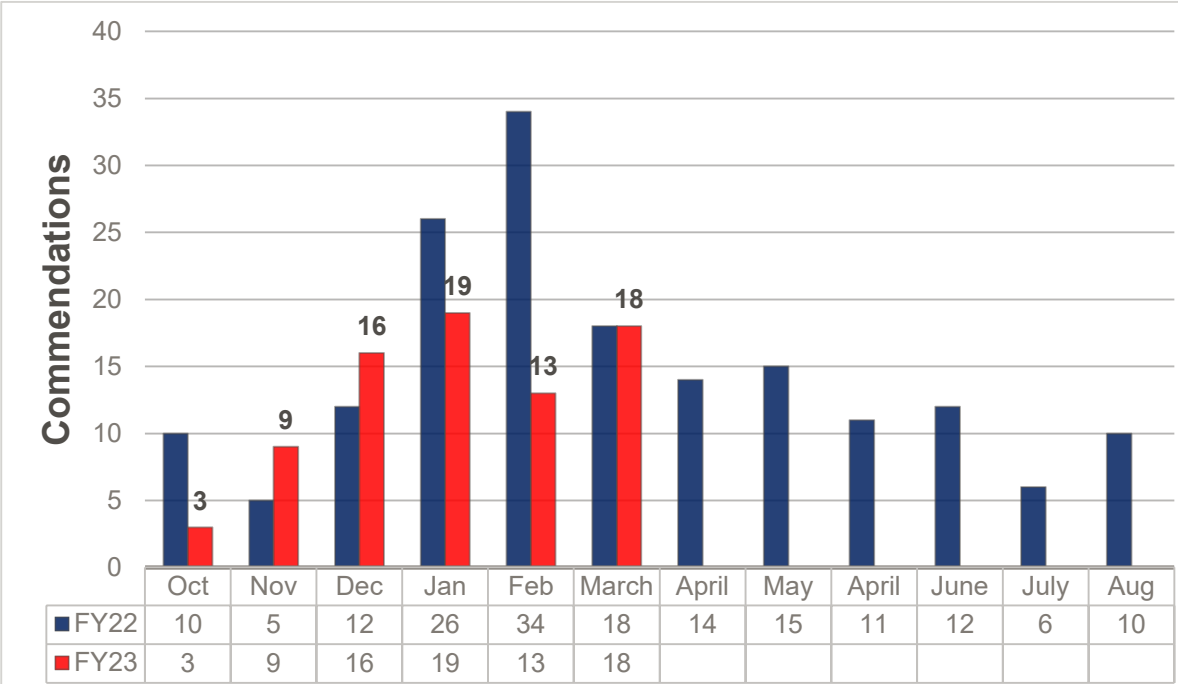
146– Bike Sharing

85 - TRE

91 - ZIPZONE

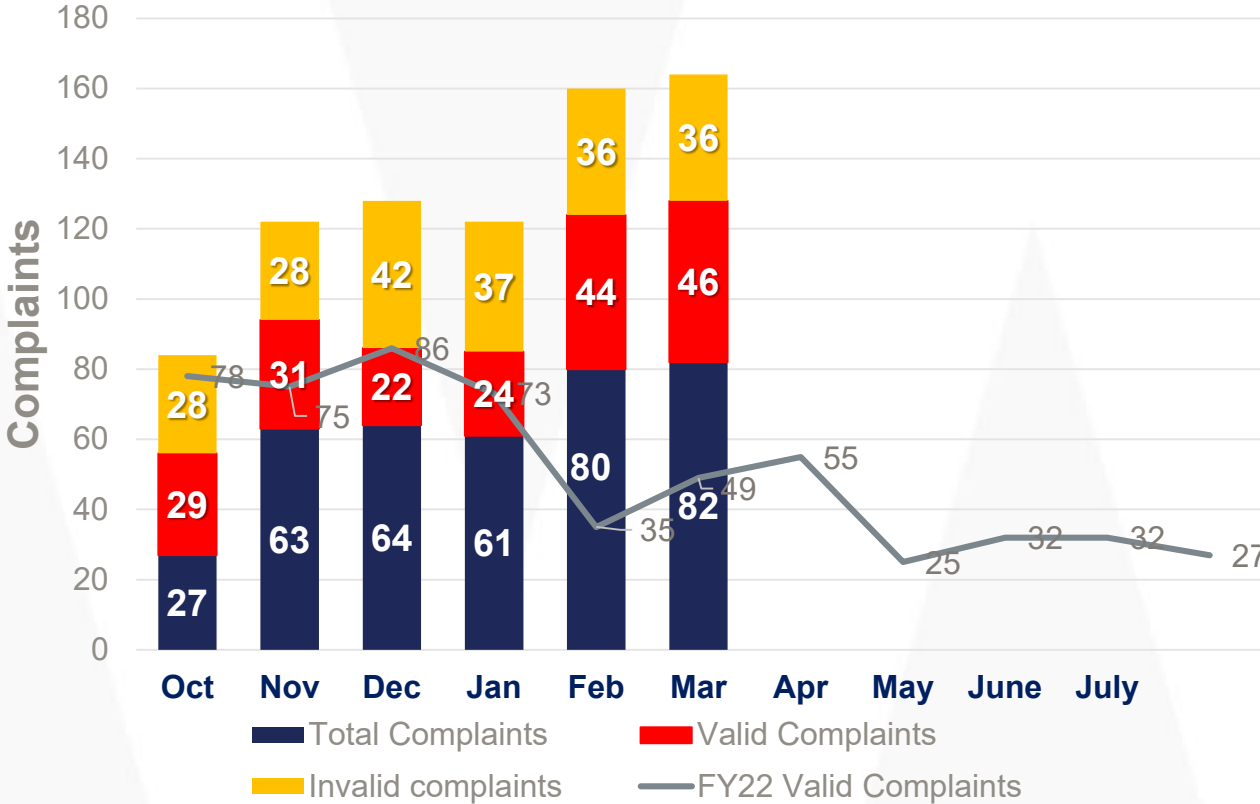


Customer Expectations



Top Commendations

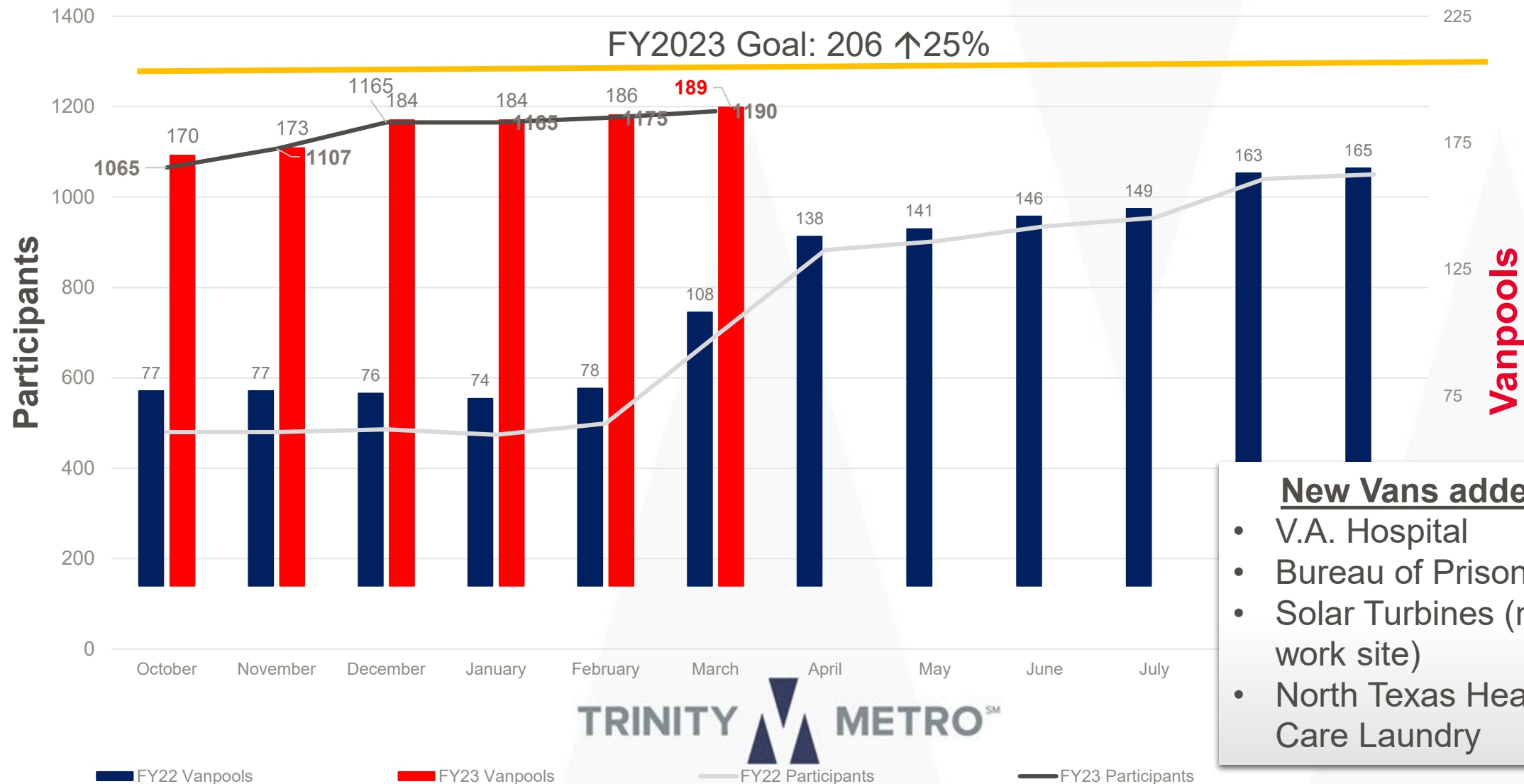
Professional driver
Courteous Care Rep
Clean Service
Polite Driver



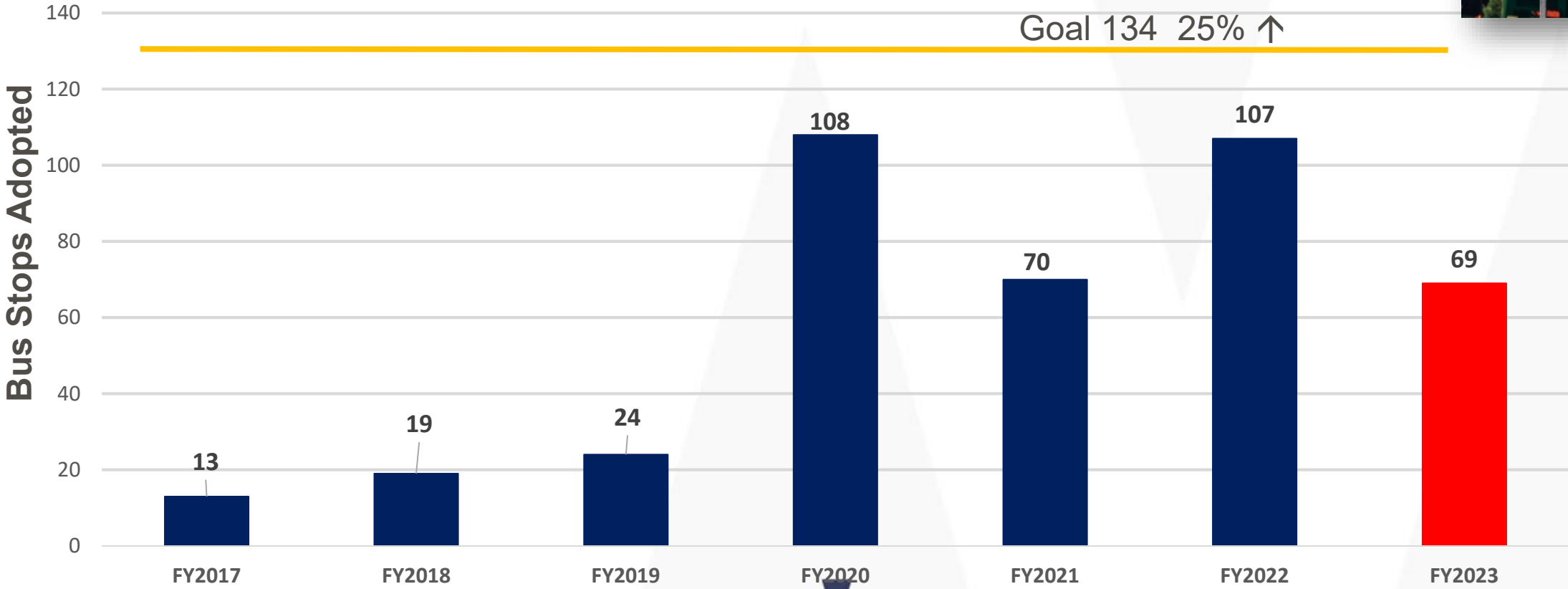
Top Complaints

No Show
Passed By
Bus did not arrive
Rude Driver





410 System wide



In the Community

Trinity Metro team members continue to donate time to spend with our future professionals. We were honored to spend time with the students at Como Elementary School for their Career Day.

Case Workers at World Relief enjoyed a day of learning about Trinity Metro services in the classroom and on the bus.

BY THE NUMBERS

- 6,893 Customer Contacts
- 6 Community Events/Career Days
- 15 Travel Training/Ride-A-Long

Welcoming New Riders



Trinity Metro's Travel Training program is spreading across town! Mia Horne, Transit ENVOY helps new riders travel on our train, tour Fort Worth Central Station, orientation on how to use our ticket vending machines and on to the buses to get familiar with the Bus Riders Guidelines.



In the Community

Trinity Metro Rock Star team of employees and Board Members partnered with Trinity Habitat Build to help build a home for a deserving family!



BUILD WITH US

TRINITY METRO & TRINITY HABITAT FOR HUMANITY
BUILD DAY

Trinity Metro is partnering with Trinity Habitat for Humanity to help build a home for a deserving family.

Trinity Habitat for Humanity is known for building strong families and neighborhoods.

24 VOLUNTEER SLOTS AVAILABLE
Saturday, March 25, 2023
7:15 a.m. - 3:45 p.m.

CLICK HERE TO VOLUNTEER!
Choose your shift and make sure to select your T-shirt size.



We continue to connect with our community in all ways. Transit ENVOYs Evelia Zalazar and Steven Arner shared information with FWISD students at the Wyatt Pyramid Community Spring Festival hosted by O.D. Wyatt High School, March 31st.



BOARD OF DIRECTORS

INFORMATION ITEM

Item Title: General Planning Consultant (GPC) Update

Meeting Date: April 17, 2023

BACKGROUND

On November 28, 2022, the Trinity Metro Board of Directors approved the General Planning Consultant (GPC) Contract (BA2023-11) that permitted staff to complete negotiations and enter into a contract for a variety of planning activities that address ongoing and emerging issues related to planning, designing, constructing, financing, maintaining, and improving the Trinity Metro transportation system. There was some discussion about how the Board would be informed on the status and progress of tasks assigned to the GPC.

In an effort to keep the Board informed, the following is a brief overview of last month's progress.

| Task Order | Description | Status |
|---|---|--|
| TO1 – Program Management | This task covers meetings, invoices, and scope development. | <ul style="list-style-type: none"> Continued oversight |
| TO3 – Transit Value Proposition | This task will outline the value of transit in Fort Worth and provide materials that can be shared with others during meetings. | <ul style="list-style-type: none"> Coordination meetings started Data collection and analysis started |
| TO4 – ABC Review | A Better Connection (ABC) was implemented in Sept 2021. Now that the system has been in action for over a year, the Planning Team would like to review what was implemented to find improvements and evaluate changes that were made. | <ul style="list-style-type: none"> Kick-off meeting conducted Data collection started |
| TO5 – TRE Double Tracking | Prepare 30% design for 2 miles of TRE track as outlined in the NCTCOG's BUILD Grant. | <ul style="list-style-type: none"> Kick-off meeting conducted |
| TO7 – Graphics Support | Support to staff for graphics, maps and presentations | <ul style="list-style-type: none"> No tasks assigned yet |
| TO8 – Grant Writing Support | Support of grant writing and applications | <ul style="list-style-type: none"> No tasks assigned yet HDR provides reminders of available grants opportunities |
| TO9 – TEXRail Before and After Study Ridership Review | Provide review and assumptions as to ridership forecasting vs actual differences | <ul style="list-style-type: none"> Data collection and review of existing reports Staff, FTA and consultant coordination |

RECOMMENDATION

There is no recommendation as this is an information item for the Board’s feedback and discussion.

| STAFF DISPOSITION | |
|---------------------------|---------------|
| Chad Edwards | April 6, 2023 |
| EXECUTIVE LEADER APPROVAL | DATE |

BOARD OF DIRECTORS

INFORMATION ITEM

Item Title: Trinity Lakes Station Update

Meeting Date: April 17, 2023

BACKGROUND

Trinity Lakes Station is a new Trinity Railway Express (TRE) Station currently under construction less than one mile east of the existing TRE Richland Hills Station. It will be part of the 1,600-acre master planned community known as Trinity Lakes. The train station and associated commuter parking are being advanced under a public-private partnership agreement between Trinity Metro and Trinity Lakes Partners, LLC ("Developer").

Trinity Metro contracted with Austin Bridge and Road to construct the station platforms, drainage, and other civil improvements inside the existing TRE ROW. Trinity Metro is utilizing TRE operating and maintenance contractor Herzog Transit Services, Inc. (Herzog) to construct the track and signal improvements. These improvements are on schedule and on budget.

Trinity Metro is also responsible for the construction of two parking lots to be constructed according to engineering plans prepared by and on land owned by the Developer. Trinity Metro was scheduled to issue an Invitation for Bid (IFB) in February 2023 to construct the two parking lots totaling 495 parking spaces. Unfortunately, we have not received the agreed to documents (i.e., final signed and sealed design plans and specifications) from the developer so that we could proceed as intended with procurement in February. In order to move forward without further delay, Trinity Metro must now complete the final design and procurement documents on behalf of the Developer. This has caused a delay to the anticipated completion of the parking lots from October 2023 to early 2024.

Further, the Developer is responsible for constructing the access road from Trinity Boulevard to the new station and bringing utilities to the new station. Although we have had several assurances from the Developer that the access roadway would be delivered before the anticipated station opening in October 2023, we still have not seen the plans for the roadway and are unsure that the roadway can be delivered in the previously agreed to timeframe. Public access to the station depends entirely on the Developer completing the access road and utility connections. We are working on a backup plan with the City of Fort Worth to provide an alternate means of access.

Trinity Metro's budget for the new station construction including the parking lots is \$26.74 million, which includes the design and construction management costs. Trinity Metro is working with North Central Texas Council of Governments (NCTCOG) and Federal Transit Administration (FTA) to finalize funding agreements for the Trinity Lakes Station. Currently, 100% of Trinity Metro's funding commitments will be covered by federal dollars through a combination of Congestion Mitigation Air Quality Improvement Program (CMAQ) federal funding, Surface Transportation Block Grant Funds, and Transportation Development Credits (TDCs).

Although Trinity Lakes Station was scheduled to open for service in October 2023, we anticipate that due to the aforementioned challenges incurred by the Developer, the station may not open until early 2024.

or later. The ability for Trinity Metro or other parties to construct the parking lots or access road will require agreement with the Developer, creating significant uncertainty with the overall project schedule.

Trinity Metro will continue to work with the Developer to get the information needed including plans, documents and agreements. We will also provide more frequent updates to the Board regarding the status of the project.

RECOMMENDATION

There is no recommendation as this is an information item for the committee's feedback and discussion.

STAFF DISPOSITION

Chad Edwards

April 7, 2023

EXECUTIVE LEADER APPROVAL

DATE

BOARD OF DIRECTORS

INFORMATION ITEM

Item Title: Texas State Legislative Update

Meeting Date: April 17, 2023

BACKGROUND

The 88th Texas Legislature convened in Regular Session on January 10, 2023. Trinity Metro has proactively engaged with our regional legislators to ensure the interests of our riders, organization, and other stakeholders are protected and advocated. As part of an ongoing effort to keep the Board apprised of these activities, the Trinity Metro Government Relations team will provide regular, periodic briefings and respond to any questions or concerns the Board may have.

CAMPAIGN DETAILS

The presentation will provide an overview of pertinent legislation filed and the status update of our legislative advocacy efforts. We are following approximately 82 bills associated with Trinity Metro directly or transportation authorities in general. With less than 60 days left in the Regular Session, the pace of legislative activity is brisk. We will provide an up to the minute update of keys issues being discussed.

RECOMMENDATION

There is no recommendation, as this is an information item for the committee's feedback and discussion.

STAFF DISPOSITION

Chad Edwards

EXECUTIVE LEADER APPROVAL

DATE

Fort Worth Transportation Authority
Balance Sheet

| | As of 2/28/2023 |
|---|---------------------------|
| | <i>(Unaudited)</i> |
| CURRENT ASSETS | |
| Cash restricted for Operations | \$10,708,216 |
| Cash restricted for Rail Vehicles | 651,518 |
| Unrestricted cash and cash equivalents | 39,225,742 |
| Receivables | 28,997,977 |
| Inventory | 8,345,891 |
| Prepaid | 5,006,724 |
| Total Current Assets | 92,936,068 |
| FIXED ASSETS | |
| Construction in Progress | 26,368,064 |
| Land | 157,201,486 |
| Buildings | 152,275,513 |
| Building Improvements | 11,264,851 |
| Machinery and Equipment | 375,717,042 |
| Improvements other than Buildings | 771,567,694 |
| Intangible Assets | 18,897,291 |
| | 1,513,291,941 |
| Less: Accumulated Depreciation & Amortization | (403,611,877) |
| Total Fixed Assets | 1,109,680,064 |
| TOTAL ASSETS | \$1,202,616,132 |
| LIABILITIES AND NET ASSETS | |
| CURRENT LIABILITIES | |
| Accounts Payable and Accrued Liabilities | 16,361,871 |
| Payroll Liabilities | 3,176,183 |
| Unearned Revenue (Note 18) | 27,102,072 |
| Current portion of LT Due Grapevine | 388,406 |
| Total Current Liabilities | 47,028,532 |
| LONG TERM LIABILITIES | |
| Long Term Payable to City of Grapevine | 3,095,344 |
| Total Long Term Liabilities | 3,095,344 |
| TOTAL LIABILITIES | \$50,123,876 |
| NET POSITION | |
| Net Investment in Capital Assets | \$1,090,437,888 |
| Operating Reserve | 10,708,216 |
| Escrow Reserve | 2,000,000 |
| Unrestricted | 49,346,151 |
| TOTAL NET POSITION | \$1,152,492,256 |

Fort Worth Transportation Authority
Statement of Revenues and Expenses
Fiscal Year to Date February 28, 2023
(Unaudited)

| | Actual 2023 | Budget 2023 | Variance |
|--|----------------------------|------------------------------|-----------------------------|
| Operating Revenue | | | |
| Fares | | | |
| Multi Modal Fares (Note 1) | \$2,304,768 | \$2,925,242 | (\$620,474) |
| ACCESS Fares | 402,708 | 408,074 | (5,366) |
| Easy Ride & Corporate | 332,172 | 346,065 | (13,893) |
| Other Revenue | | | |
| Sales Tax (Note 2) | 45,663,175 | 43,887,978 | 1,775,197 |
| Fort Worth Bike Share | 151,103 | 210,980 | (59,877) |
| Advertising | 229,167 | 229,167 | 0 |
| Rental Income | 234,785 | 288,455 | (53,670) |
| Other (Note 3) | 620,994 | 961,309 | (340,315) |
| Total Operating Revenue: | <u>49,938,872</u> | <u>49,257,270</u> | <u>681,602</u> |
| Federal/State/Local Income: | | | |
| Operating Grants (Note 4) | 33,880,386 | 431,035 | 33,449,351 |
| Grapevine/NRH Contribution (Note 5) | 5,506,432 | 4,888,263 | 618,169 |
| Contributions from Partners | 684,884 | 592,650 | 92,234 |
| Total Assistance Income | <u>40,071,702</u> | <u>5,911,948</u> | <u>34,159,754</u> |
| Total Revenue | <u>\$90,010,574</u> | <u>\$55,169,218</u> | <u>\$34,841,356</u> |
| Operating Expenses | | | |
| Fixed Route Operations | | | |
| Salaries & Fringe Benefits (Note 6) | \$12,320,697 | \$11,937,639 | \$383,058 |
| Services | 310,668 | 495,178 | (184,510) |
| Purchased Transportation | 2,121,005 | 2,089,802 | 31,203 |
| Other (Note 7) | 1,722,026 | 2,119,235 | (397,209) |
| Total Fixed Route Operations | <u>16,474,396</u> | <u>16,641,854</u> | <u>(167,458)</u> |
| ACCESS Operations | | | |
| Salaries & Fringe Benefits (Note 8) | 2,450,208 | 2,640,848 | (190,640) |
| Services | 1,709,500 | 1,627,921 | 81,579 |
| Other | 380,446 | 431,091 | (50,645) |
| Total ACCESS Operations | <u>4,540,154</u> | <u>4,699,860</u> | <u>(159,706)</u> |
| TRE Operations | | | |
| Salaries & Fringe Benefits | 32,632 | 44,839 | (12,207) |
| Services (Note 9) | 6,382,466 | 6,962,112 | (579,646) |
| Total TRE Operations | <u>6,415,098</u> | <u>7,006,951</u> | <u>(591,853)</u> |
| TEXRail Operations | | | |
| Salaries & Fringe Benefits | 188,020 | 130,054 | 57,966 |
| Services (Note 10) | 7,994,607 | 8,570,965 | (576,358) |
| Other (Note 11) | 2,503,308 | 3,181,965 | (678,657) |
| Total TEXRail Operations | <u>10,685,935</u> | <u>11,882,984</u> | <u>(1,197,049)</u> |
| Bike Share Operations | | | |
| Salaries & Fringe Benefits | 173,581 | 176,507 | (2,926) |
| Services | 23,338 | 68,575 | (45,237) |
| Other | 64,248 | 118,490 | (54,242) |
| Total Bike Share Operations | <u>261,167</u> | <u>363,572</u> | <u>(102,405)</u> |
| General & Administrative | | | |
| Salaries, Wages & Fringe Benefits | 6,201,835 | 6,536,584 | (334,749) |
| Other Professional Services (Note 12) | 3,870,635 | 4,584,575 | (713,940) |
| Vehicle & Facilities Maintenance (Note 13) | 938,966 | 1,372,835 | (433,869) |
| Software/Systems Maintenance (Note 14) | 1,355,680 | 2,013,659 | (657,979) |
| Other General & Administrative (Note 15) | 1,342,213 | 1,699,498 | (357,285) |
| Total General & Administrative | <u>13,709,329</u> | <u>16,207,151</u> | <u>(2,497,822)</u> |
| Total Operating Expenses: | <u>\$52,086,079</u> | <u>\$56,802,372</u> | <u>(\$4,716,293)</u> |
| Operating Income / (Deficit) | <u>\$37,924,495</u> | <u>(\$1,633,154)</u> | <u>\$39,557,648</u> |
| Capital Grants (Note 16) | 206,254 | 0 | 206,254 |
| Investment Income (Note 17) | 552,474 | 958,335 | (405,861) |
| Depreciation | (19,604,469) | (20,917,100) | 1,312,631 |
| Net Income / (Deficit) | <u>\$19,078,754</u> | <u>(\$21,591,919)</u> | <u>\$40,670,671</u> |

Fort Worth Transportation Authority
Notes to Financial Presentations
Comparisons of Actual Results to FY23 Budgeted Amounts

(\$ 000's)

- Note 1 Multi Modal Fares**
3% greater ridership than budget and a \$0.31 decrease in average price to budget.
Budgeted average price based on pre-covid estimates which may be impacted by timing differences in fare programs, variances by mode, and use of multiple modes per ticket.
- Note 2 Sales Tax**
\$ 38,197 Actual collections through January
\$ 7,466 Accrual estimate for February
10.9% YTD increase over the prior year's collections
- Note 3 Other Revenue**
Substantially due to delay in implementing new ZIPZONE services plus less TRE link expenses and their related revenues.
- Note 4 Operating Grants**
ARP additional assistance was received in current year.
- Note 5 Federal/State/Local Income - Grapevine/NRH Contribution**
New NRH Contribution for TEXRail started in January at \$166K per month.
Amount recorded was offset by accrual for amounts payable to Grapevine for \$110k per month.
- Note 6 Fixed Route Operations - Salaries & Fringe Benefits**
Substantially due to greater overtime and fringe benefit costs.
- Note 7 Fixed Route Operations -Other**
Substantially due to savings on fuel costs and less use of parts.
- Note 8 ACCESS Operations - Salaries & Fringe Benefits**
Substantially due to savings from less operators than budgeted.
- Note 9 TRE Operations - Services**
Savings in purchased transportation, property insurance, and PTC costs.
- Note 10 TEXRail Rail Operations - Services**
Substantially due to savings in fuel costs.
- Note 11 TEXRail Rail Operations - Other**
Substantially due to savings in repairs and insurance costs.
- Note 12 General & Administrative - Other Professional Services**
Substantially due to savings in advertising services, benefit plan costs, TEXRail TOD plan costs and cost of printing of passes.
- Note 13 General & Administrative - Vehicle & Facilities Maintenance**
Substantially due to savings in repairs.
- Note 14 General & Administrative - Software/Systems Maintenance**
Substantially due delay in budgeted IT projects.
- Note 15 General & Administrative - Other G&A**
Substantially due to savings in utilities.
- Note 16 Capital Grants**
Received reimbursement for PTC work on the Trinity River Bridge project under the FRA CRISI grant.
- Note 17 Investment Income**
Substantially due to having less cash on hand than anticipated as grant funds from the FTA have been delayed.
- Note 18 Unearned Revenue**
DART agreement for DFWIA access makes up \$26.0 MM of this total in unearned revenue.

BOARD ACTION ITEM

Item Number: BA2023-26

Meeting Date: April 17, 2023

Item Title: General Contractor

BACKGROUND

Trinity Metro has numerous Facilities projects that require the use of skilled tradesmen. Examples of these projects include remodeling, equipment installation, retrofitting, and reacting to damage resulting from severe weather. Oftentimes, these projects are too large, complex, or time-sensitive to be completed by the Building Maintenance staff. A General Contractor has the resources available to complete these projects as needed. More than twenty-five (25) projects are currently waiting to be completed that were approved for FY2023. The General Contractor will be utilized to complete these projects, as well as future projects that are identified. Having a General Contractor available will additionally assist in maintaining a state of good repair across all Trinity Metro facilities. They will also expedite the completion of \$1,500,000 in grant-funded projects from the FY22 Bus and Bus Facilities Grant.

PROCUREMENT

The Trinity Metro Procurement Department has followed its procurement policies and procedures with this purchase, and it complies with all applicable Federal, State, and Trinity Metro procurement requirements.

FINANCING

Funding for the first year of this contract is available in the Trinity Metro FY2023 Operating and Capital Budgets. Funds for future years of the contract will be considered in the respective proposed budgets.

RECOMMENDATION

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to enter into a three-year contract with two (2) one-year option renewals with Mart, Inc. for \$12,500,000 plus a 15% (\$1,875,000) contingency for unforeseen expenses for a total amount not to exceed \$14,375,000.

STAFF DISPOSITION

Wayne Gensler

April 6, 2023

EXECUTIVE LEADER APPROVAL

DATE

DISPOSITION BY BOARD OF DIRECTORS

SECRETARY APPROVAL

DATE

BOARD ACTION ITEM

Item Number: BA2023-27

Meeting Date: April 17, 2023

Item Title: Metro Area Transit System Corporation Interlocal
Agreement with Fort Worth Transportation Authority

BACKGROUND

Trinity Metro has notified RATP DEV the contract for all day-to-day bus related operations with Fort Worth Transportation Authority ("Trinity Metro") for Trinity Metro will not be renewed. The expiration of the current contract is September 30, 2023.

Metro Area Transit System Corporation ("MATS") is organized to aid, assist, and act on behalf of the Trinity Metro.

Trinity Metro and MATS have agreed upon an Interlocal Agreement between MATS and Trinity Metro, which outlines the responsibilities of both parties regarding day-to-day bus related operations to be provided to Trinity Metro by MATS.

PROCUREMENT

N/A

FINANCING

The fiscal year 2023 budget includes expenditures sufficient to fund the bus related operations of MATS. Funding of future bus related operations will be included in subsequent fiscal year proposed budgets.

RECOMMENDATION

Trinity Metro's Board of Directors authorizes the President & Chief Executive Officer to enter into the attached agreement with MATS providing day-to-day operating services as outlined in the agreement.

STAFF DISPOSITION

Wayne Gensler

April 6, 2023

EXECUTIVE LEADER APPROVAL

DATE

DISPOSITION BY BOARD OF DIRECTORS

SECRETARY APPROVAL

DATE

BOARD ACTION ITEM

Item Number: MATSBA2023-04

Meeting Date: March 31, 2023

Item Title: Metro Area Transit System Corporation Interlocal Agreement with Trinity Metro

BACKGROUND

Metro Area Transit System Corporation (MATS) is organized to aid, assist, and, act on behalf of the Fort Worth Transportation Authority ("Trinity Metro"). MATS is formed pursuant to the provisions of Subchapter D, Chapter 431, of the Texas Transportation Code ("Chapter 431") as is now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of Trinity Metro to accomplish any governmental purpose of Trinity Metro, without limitation, the promotion and development of public transportation facilities and systems by new and alternative means, such as by conducting or participating in studies, tests, investigations, evaluations and prototypes pertaining to possible public transportation facilities, equipment, or systems and to engage in activities in the furtherance of such purposes for its creation.

MATS can also be utilized as the contractor providing day-to-day operations services for the Fort Worth Transit Authority dba Trinity Metro.

MATS is seeking the approval of the Interlocal Agreement between Metro Area Transit System Corporation and Trinity Metro, which outlines the responsibilities of both parties regarding day-to-day services to be provided on behalf of Trinity Metro and its customers.

RECOMMENDATION

The MATS Directors authorize the President of MATS to sign the attached Interlocal Agreement between Metro Area Transit System Corporation and Fort Worth Transit Authority dba Trinity Metro.

STAFF DISPOSITION

Wayne Gensler

March 27, 2023

PRESIDENT APPROVAL

DATE

DISPOSITION BY BOARD OF DIRECTORS

SECRETARY APPROVAL

DATE

**AGREEMENT BETWEEN
FORT WORTH TRANSPORTATION AUTHORITY AND
METRO AREA TRANSIT SYSTEM CORPORATION
TO ENHANCE THE PROVISION OF MOBILITY SERVICES**

This AGREEMENT (this “Agreement”), dated as of the 31st day of March, 2023 (the “Effective Date”), is entered into by and between **FORT WORTH TRANSPORTATION AUTHORITY**, doing business as “Trinity Metro,” a regional transportation authority created, existing, and operating under Chapter 452 of the Texas Transportation Code (“Trinity Metro”) and **METRO AREA TRANSIT SYSTEM CORPORATION**, a local government corporation created by (but legally separate from) Trinity Metro under Subchapter D, Chapter 431, Texas Transportation Code, and possessing all the powers and privileges of a nonprofit corporation incorporated under the Texas Non-Profit Corporation Act (“MATS”), Trinity Metro and MATS being sometimes collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, Trinity Metro operates state-of-the-art transportation systems and desires to provide its patrons a high level of service; and

WHEREAS, Trinity Metro and RATP Dev USA, a Texas Corporation (“RATP Dev”) entered into the Contract for Transit Management Services dated August 24, 2018 (the “RATP Dev Contract”) pursuant to which RATP Dev, either itself or through its affiliate, McDonald Transit Inc. (“MTI”), agreed to “provide professional management of all aspects of Trinity Metro’s day-to-day operations, including paratransit services, scheduling, and dispatching” and “all administrative, operating, and maintenance personnel needed for the operation,” but exclusive of Trinity Metro’s rail operations, bike-sharing, and other functions, as more specifically set forth in the RATP Dev Contract; and

WHEREAS, the RATP Dev Contract also made RATP Dev and MTI “responsible for all negotiations of the labor contract and the administration of such and the hiring and training of employees,” and pursuant to that responsibility MTI entered into the Agreement Between McDonald Transit, Inc. (MTI) and Teamsters Local Union No. 997 (the “Union”), effective October 1, 2021 (the “MTI Labor Contract”) regarding the managing and operating of Trinity Metro’s bus operations, ACCESS paratransit services, and maintenance technicians (the “Bus Operations”); and

WHEREAS, MATS was formed, and is authorized, to assist and act on behalf of Trinity Metro to accomplish any governmental purpose of Trinity Metro including, without limitation, financing, constructing, owning, managing and operating, or otherwise supporting, enhancing, or advancing, regional mobility service, and to engage in activities in the furtherance of such purposes; and

WHEREAS, Trinity Metro determined that the functions and services currently performed under the RATP Dev Contract, including the services performed under the MTI Labor Contract, could be more efficiently and effectively conducted by MATS, thus benefiting the public Trinity Metro serves; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, Section 431.105, Texas Transportation Code, and the Code of Federal Regulations, Trinity Metro and MATS may contract with one another to accomplish a governmental purpose, and the Parties wish to proceed under that authority including, without limitation, Subsection 791.025(c), Texas Government Code, applicable to the purchase of goods and services by a local government, and 2 C.F.R. §200.138(e) applicable to strategic sourcing, shared services, and similar procurement arrangements; and

WHEREAS, (a) at its meeting on March 31, 2023, the board of directors of Trinity Metro (the “**Trinity Metro Board**”) authorized this Agreement, and (b) at its meeting on March 31, 2023, the board of directors of MATS authorized this Agreement;

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth in this Agreement, the receipt and sufficiency of which are hereby affirmed, the Parties agree as of the Effective Date as follows:

1. **Recitals are True and Correct.** All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

2. **The Implementation Date.** The Parties will agree upon a date to implement the actions contemplated under this Agreement (the “**Implementation Date**”), which as of the Effective Date is tentatively scheduled for September 30, 2023.

3. **Matters Unrelated to this Agreement.** The Parties acknowledge and agree that, as of the Effective Date, Trinity Metro utilizes MATS to provide insurance for the Grapevine Vintage Railroad and the City of Grapevine, and Trinity Metro and MATS consent to that use and all future uses of MATS by Trinity Metro that do not materially interfere with MATS’ performance of its obligations under this Agreement.

4. **Transfer to and Assumption by MATS of the MATS Mobility Services.** Effective as of the Implementation Date, Trinity Metro will assign and transfer to MATS, and MATS will fully assume pursuant to the terms of this Agreement, all responsibility for day-to-day management and operation of all bus, ACCESS paratransit services and maintenance technicians, including the services performed under the MTI Labor Contract, and all functions related thereto, including the hiring and supervision of all operators, supervisors, maintenance technicians, service attendants, service rack and shop employees, schedulers, dispatchers, mechanics, foremen, support and administrative personnel, such assignment including all management, administration, operations, maintenance, and other functions being performed by RATP Dev, MTI, or their employees under the RATP Dev Contract and the MTI Labor Contract (collectively, the “**MATS Mobility Services**”). For the avoidance of confusion it is expressly agreed by the Parties that the MATS Mobility Services will not include, nor will MATS be assigned or assume any responsibility for, the management or operation of (a) TEXRail, (b) Trinity Railway Express, (c) ZIPZONE ridesharing transit solution, (d) VANPOOL, (e) EASYRIDE, or (f) Fort Worth Bike Sharing, including the hiring and supervision of their managers, operators, conductors, dispatchers, maintenance employees, or other individuals; similarly, the MATS Mobility Services will not include, nor will MATS assume services performed by or employees working in, Trinity Metro’s executive management, human resources, procurement, information technology,

finance/accounting, marketing, and similar departments which perform functions on behalf of all Trinity Metro activities and operations agency-wide.

5. **Not an Asset Acquisition.** The Parties expressly acknowledge and agree that neither MATS nor any of its designees is purchasing or acquiring, and Trinity Metro is not selling or assigning, any of Trinity Metro's rights, assets, or properties used or held for use in the MATS Mobility Services or otherwise, but Trinity Metro is instead transferring to MATS such rights in, access to, or use of those rights, assets (including buses and other vehicles, equipment, machinery, parts, furniture, and offices as in Trinity Metro's judgment may be needed for the performance of the MATS Mobility Services), and properties (including intellectual property as provided in Sections 6 and 21) as are necessary or beneficial for MATS to perform its obligations under this Agreement, save and except the Contracts (as defined in Section 11) that MATS elects to terminate pursuant to this Agreement. Similarly, MATS is not and will not assume, or be responsible to pay, perform or discharge, any liabilities of RATP Dev, MTI, or their affiliates relating to the MATS Mobility Services prior to the Implementation Date, and MATS will have only those responsibilities regarding future liabilities regarding the MATS Mobility Services as are explicitly set forth in this Agreement. The preceding sentence is not intended and shall not be interpreted to release or modify any of Trinity Metro's rights and obligations regarding RATP Dev or MTI prior to the Implementation Date or otherwise.

6. **Title to MATS Mobility Services Assets.** Trinity Metro has good and valid title to, or a valid leasehold interest in or license for, all rights, properties, and assets (including intellectual property) to be utilized by MATS in undertaking the MATS Mobility Services. Further, those rights, properties, and assets to which Trinity Metro is providing access and use rights under this Agreement constitute all of the rights, property, and assets required and held for use by Trinity Metro to conduct the MATS Mobility Services.

7. **Employee Matters; Employer Status.** Not less than fifteen (15) days prior to the Implementation Date or earlier as may be required by applicable law, Trinity Metro will cause RATP Dev and/or MTI to notify all current individuals employed by MTI engaged in the Bus Operations or otherwise under the MTI Labor Contract (the "**MTI Employees**") and the Union of the transactions contemplated hereby and the termination of the MTI Employees' employment with MTI. Effective as of the Implementation Date, the MTI Employees shall become employees of MATS, subject to the employees' acceptance of any offer of employment from MATS and MATS' hiring requirements, including, without limitation, background checks and drug testing. By entering into this Agreement, MATS will not, and shall not, be obligated to assume the MTI Labor Contract or MTI's or RATP Dev's obligations thereunder. This Agreement authorizes MATS to establish new terms and conditions of employment for all MTI Employees and all other employees of RATP Dev and MTI providing services to Trinity Metro under the RATP Dev Contract and the MTI Labor Contract, as well as to set such terms and conditions for all future employees of MATS engaged in the MATS Mobility Services. MATS agrees to submit to Trinity Metro for review any collective bargaining agreement or other employment agreement or amendment thereto negotiated by MATS and applicable to the MTI Employees (or other MATS employees at any time providing services to Trinity Metro under this Agreement) solely to allow Trinity Metro to determine if such collective bargaining agreement, employment agreement, or amendment can be supported by the Trinity Metro budget. Unless the applicable collective

bargaining agreement, employment agreement, or amendment is unsupportable by the Trinity Metro budget, Trinity Metro will have no input regarding the terms of the applicable collective bargaining agreement, employment agreement, or amendment between MATS and any labor union. Trinity Metro will not have any right to bargain with any labor union representing MATS employees or to enter into agreements with any labor union regarding those employees.

8. **Further Description of MATS Mobility Services.** Pursuant and subject to and conditioned upon the terms of this Agreement, including Trinity Metro's and MATS' full performance of their obligations hereunder, MATS or its designee agrees to perform the following services at the sole direction, supervision, and control of MATS and not of any other entity, including Trinity Metro, in an economical manner while ensuring a high quality of service:

- a. General management and operation of Trinity Metro's then-current bus, ACCESS paratransit service, and other MATS Mobility Services described in this section, Sections 4, 9, 10, the attached and incorporated Exhibit A, Expanded Scope of the MATS Mobility Services, and elsewhere in this Agreement, and those that may be mutually agreed to by the Parties in the future, including:
 1. Oversight of day-to-day operational performance;
 2. Handling of dispatch;
 3. Road supervision;
 4. Employment of supervisors, drivers, frontline staff, and other MATS employees capable of performing their assigned duties;
 5. Establishing the terms and conditions of employment for all MATS employees engaged in the MATS Mobility Services;
 6. Oversight of recruitment, evaluation, hiring, and training of all new MATS employees;
 7. Monitoring of MATS staff compliance with applicable health and safety regulations and associated training;
 8. Compliance with all regulatory agencies;
 9. Maintenance of a safe and well-maintained fleet of buses and other vehicles;
 10. Management of day-to-day labor relations issues involving MATS employees and the MATS Mobility Services;
 11. Any other matters involving MATS employees; and
 12. All other duties and responsibilities mutually agreed upon required to provide bus, ACCESS paratransit service, and the other MATS Mobility Services contemplated herein;

- b. Structuring, negotiation, and management of all labor agreements pertaining to the MATS Mobility Services;
- c. Purchasing of day-to-day supplies, spare parts, and similar consumables utilized for the MATS Mobility Services, exclusive of buses, any other vehicles, and other capital items, and management of day-to-day procurement policies and procedures to efficiently utilize budgeted resources;
- d. Fleet management and maintenance for the MATS Mobility Services, including:
 - 1. Custodial management of the operations and maintenance facility, including that facility's cleanliness and normal functionality, excluding capital improvements, repairs and facility mechanical and technology systems management; and
 - 2. Auditing of maintenance processes and procedures regarding preventive maintenance inspection compliance;
- e. Oversight of compliance with Federal Transit Administration ("**FTA**") guidelines regarding fleet management, including all required reporting related to the FTA's National Transit Database;
- f. Management of technology utilized solely for the MATS Mobility Services, including identification and subsequent implementation of new technology and products to enhance the MATS Mobility Services for acquisition by Trinity Metro;
- g. Evaluation and possible amendment of existing strategies and development of new ones, and establishing and tracking operational/performance goals;
- h. Reporting, including monthly key performance indicators, to Trinity Metro;
- i. Development, presentation, implementation, and monitoring of budget and management expenses to hit expected goals; and
- j. Development of policies and procedures for the day-to-day operations of the MATS Mobility Services.

The foregoing functions, services, tasks, and responsibilities as such are further described and expanded elsewhere in this Agreement, including in Exhibit A, Expanded Scope of the MATS Mobility Services, and as they may be reduced or expanded from time to time by the written agreement of Trinity Metro and MATS, are included in the definition of "MATS Mobility Services."

9. **Assurances by MATS.** MATS will take all reasonable efforts in its delivery of the MATS Mobility Services to:

- a. Cause its employees, and personnel assigned to this Agreement to have all the necessary training, certifications and licenses required by law to fulfill MATS' obligations set forth in this Agreement;
- b. Provide professional management of all aspects of the MATS Mobility Services in an efficient and effective manner while ensuring a continuation of quality public transportation, including the management of designated Trinity Metro employees, if any; and
- c. Cause Trinity Metro's assets utilized by MATS to be well maintained, kept in good order, and kept clean, safe, and secure.

10. **Duties of MATS re: MATS Mobility Services.** As of the Implementation Date, MATS will be responsible for the operation and management of the MATS Mobility Services, including:

- a. The determination and monitoring of all service goals and levels;
- b. Recommendation for the expansion or contraction of bus service;
- c. Approval of procurements;
- d. Supervising the activities of MATS personnel as necessary for the administration, operation, and maintenance of the Bus Operations and all other MATS Mobility Services;
- e. Recommendation of all budgets and monitoring of budgets and five-year capital plan; and
- f. Performing such other duties and responsibilities as may be mutually agreed to by MATS and Trinity Metro.

Trinity Metro shall not adopt any policy or take any action that would substantially increase the cost or difficulty of providing the MATS Mobility Services or adversely affect the MATS Mobility Services as a whole.

11. **Existing Contracts.** Within ten (10) days following the Effective Date, Trinity Metro will deliver to MATS a schedule of all existing contracts pertaining to the MATS Mobility Services (the "**Contracts**"), together with correct and complete copies of each of the Contracts. MATS will notify Trinity Metro and MATS within fifteen (15) days after its receipt of those materials of any of the Contracts MATS desires to have either terminated or assumed by MATS, at Trinity Metro's sole cost and liability, on or before the Implementation Date. Without limiting the foregoing, Trinity Metro and MATS agree that, due to MATS' assumption of the MATS Mobility Services pursuant to this Agreement, the services currently provided by RATP Dev under the RATP Dev Contract and by MTI under the MTI Labor Contract are duplicative of the services MATS will provide hereunder. Thus the RATP Dev Contract should be allowed to expire pursuant to its terms on the Implementation Date. MATS has the right to contact the Union and/or enter

into an agreement with the Union and/or establish new terms. Trinity Metro will fully assist MATS in assuming or otherwise utilizing any of the Contracts MATS wishes to undertake or use in providing the MATS Mobility Services.

12. **Insurance.** MATS shall obtain and, throughout the term of this Agreement shall maintain, the insurance coverage recommended by MATS and approved by Trinity Metro for the MATS Mobility Services. MATS shall supply to Trinity Metro upon Trinity Metro's request, certificate(s) of insurance evidencing such coverage, and throughout the entire term of this Agreement shall supply to Trinity Metro, prior to the expiration date of any such policy, written evidence from an insurance carrier showing renewal of such expiring coverage.

13. **Use of Other Entities.** The Parties agree that MATS' duties under this Agreement and any and all related staffing needs regarding the MATS Mobility Services may be delegated or subcontracted by MATS in its sole discretion to other parties, including Trinity Metro. MATS currently intends that Trinity Metro staff will provide operational, technical, management, administrative, and other necessary assistance and support to MATS. As a result, MATS' procurements pertaining to non-capital items will be processed and MATS' contracts administered in accordance with Trinity Metro's procurement policies and procedures; capital items will be acquired pursuant to Section 15. Specifically, certain administrative functions related to the Bus Operations and the other MATS Mobility Services will be performed by Trinity Metro staff and/or consultants in accordance with a plan approved by MATS. The plan shall seek to minimize the costs associated with these functions to the extent prudently possible and consistent with providing a high level of service. Nothing contained in this Section 13 or elsewhere in this Agreement or its exhibit is intended or shall be interpreted to mean that MATS constitutes a "political subdivision" of the State of Texas.

14. **Financial Overview; Compensation.** The shared intent and understanding of the Parties is for the arrangement set out in this Agreement to result in the MATS Mobility Services being conducted by MATS in an enhanced and more efficient manner than prior to the Implementation Date, with Trinity Metro responsible for and discharging all resulting operating costs incurred by MATS for the MATS Mobility Services (*e.g.*, fuel, maintenance, spare parts, insurance premiums and costs, supplies, and salaries, wages, benefits, and overhead of all MATS employees) (collectively, the "**MATS Mobility Services Costs**"). The Parties acknowledge that it is their shared intention and agreement that MATS (along with its designees and subcontractors, including Trinity Metro) will be fully reimbursed for the costs incurred in providing the MATS Mobility Services, and if at any time MATS believes it is receiving less than those amounts, compensation under this Agreement will be evaluated and, if appropriate, adjusted accordingly.

15. **Capital Costs.** All capital costs (*e.g.*, acquisition of buses or other vehicles, facility improvements, and the significant repair or replacement of equipment) relating to the MATS Mobility Services will be borne by, directly invoiced to, and promptly paid by Trinity Metro.

16. **Revenue.** All revenue collected from the MATS Mobility Services (the "**MATS Mobility Services Revenue**") will be applied against the MATS Mobility Services Costs described in Section 14.

17. **Billing for Services.** MATS is responsible for the preparation of a monthly invoice to Trinity Metro which addresses all MATS Mobility Services Costs and MATS Mobility Services Revenue. This invoice will be submitted to Trinity Metro within thirty (30) days after the end of the applicable month and payment shall be made by Trinity Metro to MATS within thirty (30) days after receipt of the invoice. The invoice shall adequately document all applicable costs and credits to the Parties. Payments not made by Trinity Metro on or before the thirtieth (30th) day following receipt of the invoice will be deemed overdue and delinquent. Interest will accrue on all overdue and delinquent payments at the rate authorized pursuant to Chapter 2251, Texas Government Code. In that event, and in addition to its rights and remedies under Section 24, MATS is authorized to discontinue all services under this Agreement if Trinity Metro fails to make any overdue and delinquent payment on or before the tenth (10th) day after MATS provides written notice to Trinity Metro in accordance with Section 2251.051, Texas Government Code.

18. **Budget Process.** MATS shall propose an annual operating budget and any needed budget adjustments for review and approval by Trinity Metro, such approval not to be unreasonably withheld, conditioned, or delayed, and will be withheld only if the budget is materially noncompliant with the terms of this Agreement. The budget shall be developed on a fiscal year basis, beginning October 1st and concluding September 30th of the following year.

19. **Audit.** Trinity Metro, at its own expense, shall have the right to audit the MATS Mobility Services Costs and MATS Mobility Services Revenue.

20. **Confidential Information.** MATS acknowledges that: (a) information about the internal operations and financial arrangements of Trinity Metro and about any management reporting and control systems and programs used and/or developed in connection with carrying out any contract between MATS and Trinity Metro shall be considered privileged, confidential and/or proprietary information (except to the extent that it is clearly public information under law), regardless of how such information came to the knowledge or into the possession of MATS; (b) all such information, systems and programs are owned by Trinity Metro, not MATS; (c) all such information, systems and programs will be considered, treated and kept confidential by MATS and all of its employees and agents; and (d) reasonable steps shall be taken to protect the confidential nature of all such information, systems and programs and that none of such information nor detailed descriptions or copies of such systems or programs shall ever be disclosed to any third party without the prior written permission of Trinity Metro.

21. **Trinity Metro's Name and Marks.** MATS acknowledges that the assumed name "Trinity Metro" and all slogans, logos and/or service marks and all other verbal, written, graphic or pictorial representations of Trinity Metro or its services used in connection with the operation or promotion of Trinity Metro's public transportation system or the MATS Mobility Services are the sole property of Trinity Metro.

22. **Term.** Unless sooner terminated pursuant to Section 23 or 24, the term of this Agreement (the "**Term**") shall be five (5) years commencing on the Implementation Date and shall be automatically renewed for one (1) successive period of five (5) years upon the same terms and conditions unless written notice of termination signed by either Trinity Metro or MATS is received

by the other Party at least one hundred twenty (120) days prior to the expiration date of the initial term.

23. **Termination of Agreement by Consent.** The Parties may terminate this Agreement by mutual written agreement at any time.

24. **Termination of Agreement for Default.** Subject to the other terms and conditions of this Agreement, Trinity Metro or MATS shall have the option to terminate this Agreement, enforce specific performance of the same, or pursue any other right or remedy available in law or equity in the event the other Party fails to:

- a. Pay any properly invoiced amount within thirty (30) days after the applicable monies are due; or
- b. Meet any other obligations of this Agreement within sixty (60) days after receipt of written notice that such obligation has not been met.

Any written notice of default to the defaulting Party must set out in detailed specifics the particular obligation which the terminating Party is alleging is in default and must further specify what action is required in order to cure or correct the same. In the event the default cannot be cured within the sixty (60) day period provided for above, the defaulting Party shall be required to institute proceedings to cure the default and proceed with due diligence to cure the default within a reasonable period of time

25. **Force Majeure.** If the performance of any provision of this Agreement (other than the payment of money) is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, epidemic, public health crisis, state of emergency, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed.

26. **Contractual Relationship; No Waiver of Rights or Immunities.**

- a. It is specifically understood and agreed that the relationship described in this Agreement between the Parties is strictly contractual in nature and is not to be construed to create a partnership, joint employer or employer/employee relationship, joint venture or agency relationship, or joint enterprise between the Parties. All persons employed by MATS to furnish the MATS Mobility Services or to otherwise perform work under or pursuant to this Agreement are employees, agents, subcontractors, or consultants of MATS, and not of Trinity Metro. Nor shall either Party be liable for any debts or liabilities incurred by any other Party for any operations or activities unrelated to the MATS Mobility Services. No provision of this Agreement shall be construed to give rise to any relationship between MATS on the one hand and Trinity Metro on the other hand other than that of an independent contractor and a governmental entity.

- b. Nothing herein shall be construed as a waiver by either of the Parties of any rights, standing or immunities granted under the Texas Torts Claims Act, Chapter 101, *et seq.*, Civil Practices and Remedies Code, of the State of Texas or under any other provision of law. Without limiting the foregoing, MATS is an independent contractor of Trinity Metro, as that term is defined or understood pursuant to Section 452.056(d), Texas Transportation Code.

27. **Counterparts.** This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.

28. **Complete Agreement.** This Agreement embodies all of the agreements of the Parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument in writing executed by both Parties.

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

30. **Governing Law and Venue.** This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Tarrant, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the Parties with regard to this Agreement, venue shall lie exclusively in Tarrant County, Texas.

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

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

33. **Survival.** All of the terms, conditions, warranties and representations contained in this Agreement shall survive, in accordance with their terms, the execution hereof.

34. **Further Assurances; Chapter 271, LGC.** Each Party agrees to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement. The Parties acknowledge and agree that this Agreement states the essential terms for the provision of goods and services and is subject to Subchapter I of Chapter 271, Texas Local Government Code, as amended.

35. **Waiver.** The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either Party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

36. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of delivery, if delivered personally to the Party to whom notice is given, or (b) on receipt, if mailed to the party to whom notice is to be given by overnight courier or first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Trinity Metro: Trinity Metro
 801 Grove Street
 Fort Worth, TX 76102
 Attn: President/CEO

To MATS: Metro Area Transit System Corporation
 801 Grove Street
 Fort Worth, TX 76102
 Attn: President

37. **Third Parties.** This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party, including the public in general. Nothing herein contained shall be construed as creating or increasing any right in any third person to recover by way of damages or otherwise against either of the Parties hereto.

38. **Assignment.** All the contents of this Agreement shall inure to the benefit of and shall be binding upon the Parties' successors and assigns, except that neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld or delayed.

39. **Authority of Each Party; No Conflicts.** Each Party represents to the other Party that (a) it has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder, (b) the execution and delivery of this Agreement, the performance of its obligations, and the consummation of the obligations have been duly authorized by all requisite entity action, (c) this Agreement constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms, (d) the execution, delivery, and performance of this Agreement does not and will not: (i) result in a violation or breach of any provision of its organizational documents, (ii) result in a material violation of any applicable law, or (iii) conflict with or result in a violation or breach of any agreement to which it is a party.

40. **Federal Assistance Contract Provisions.** The Parties have concluded that because this Agreement does not constitute a "Third Party Contract" under the FTA's Master Agreement or Circulars, the several provisions required to be inserted in federally funded or

assisted contracts are not required in or germane to this Agreement. If the Parties or the FTA determine at any time or for any reason that the conclusion expressed in the preceding sentence is inaccurate, the required provisions will be deemed included by reference as of the Effective Date and, additionally, the Parties will promptly amend this Agreement accordingly to be effective as of the Effective Date.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement to be effective the Effective Date.

**Fort Worth Transportation Authority,
d/b/a Trinity Metro**

By: _____
Richard W. Andreski, President & Chief
Executive Officer

Metro Area Transit System Corporation

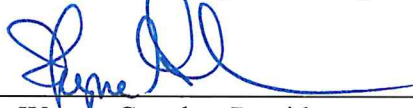
By:  _____
Wayne Gensler, President

EXHIBIT A
Expanded Scope of the MATS Mobility Services

1. Management.

- a. MATS will provide a qualified and experienced management team that includes an in-house General Manager who will reside in the city of Fort Worth, or in the surrounding area, for the Term of this Agreement. The General Manager shall have at least five (5) years recent and relevant experience in a senior management position in the transit industry and a minimum four-year college degree. Such General Manager must have experience in and be knowledgeable of federal and state rules and regulations. Such General Manager should also have the ability to develop and execute a strategic plan for a transit system and, in working with local and state governments, to expand and market such systems. Such General Manager should also have a history of industry involvement on a local, state, and national level.
- b. The initial and subsequent appointment or removal of the General Manager will be the responsibility of MATS, but will be subject to the advice and consent of Trinity Metro. Trinity Metro shall have the initial and ongoing right to approve or disapprove the appointment and continued engagement of the General Manager.
- c. The General Manager will participate on local and/or state transportation committees as needed. The General Manager will also provide management personnel development, training continuity, and recruitment as necessary. Trinity Metro will require overall management and policy recommendations from the General Manager with respect to the MATS Mobility Services. In addition to the General Manager, other management staff will be available to assist the General Manager on an as-needed basis. The management staff must be sufficient in number and have sufficient experience so as to be able to offer any such assistance in a timely manner.
- d. The General Manager shall report directly to the Vice President/Chief Operating Officer of Trinity Metro, or designee.
- e. The General Manager will be responsible for the overall management and operation of all components of MATS Mobility Services in an efficient and effective manner, for the implementation of all policies and procedures and other directives adopted by the President/Chief Executive Officer and/or the Trinity Metro Board, and for providing complete, accurate and timely information to the President/Chief Executive Officer and the Trinity Metro Board related to the management and operation of the MATS Mobility Services and any other matters the President/Chief Executive Officer, or designee, considers necessary or useful in carrying out MATS' duties.
- f. As of the Effective Date, MATS designates Wayne Gensler, President of MATS, to act in the capacity of General Manager, and Trinity Metro approves that designation.

2. Human Resources.

- a. The General Manager, or designee, will answer third-step grievances. Consulting with Trinity Metro's designee regarding all new hire procedures will be required for compliance with local, state and federal laws. In advance of every formal disciplinary decision, MATS will consult with Trinity Metro's Human Resources Department regarding all formal disciplinary actions against MATS' employees for conduct other than attendance points, customer service complaints and passed-up customers. In

advance of an employment decision, MATS will consult Trinity Metro's Human Resources Department contact regarding all potential suspensions and terminations.

- b. Trinity Metro has the right to request that MATS remove from performing the MATS Mobility Services any MATS employee that Trinity Metro deems necessary or appropriate, and MATS agrees to comply with the said request.
- c. MATS' employees must participate in continuous training, retraining, and organization development programs.
- d. MATS will consult Trinity Metro's Human Resources Department regarding:

| | |
|---|--|
| 401K Plans | HIPAA Compliance |
| Employee and Dependent Health Insurance, including Medical/Dental, Life, COBRA and Flexible Spending Accounts | Leave Benefits, including STD, LTD, FMLA, Worker's Compensation and Long Term Care |
| Employee Assistance Programs | Tuition Reimbursement |
| Fort Worth Transportation Scholarship Fund Awards | Wellness Initiative/Wellness Center |

- 3. Marketing and Travel Training. MATS will aggressively market and promote the MATS Mobility Services, including by means of promotional functions, advertising, and travel training in cooperation with Trinity Metro's External Affairs, in a manner that will maximize the public's use of Trinity Metro's buses. MATS will assist in the development of a marketing plan and execute marketing plans to increase ridership.
- 4. Transit Planning.
 - a. MATS will assist Trinity Metro's Planning Department in performance analysis, service modification, facilities placement, provision of amenities and the design of new services and territories. This may take the form of managers and supervisors attending meetings as requested, collecting and providing additional detailed performance metrics, and making available experienced operators and vehicles for testing proposed routes. MATS shall also allow and make available a committee of experienced operators to meet with Trinity Metro's Planning Department once a month to provide feedback on planning issues.
 - b. MATS is responsible for planning and implementing detours, in consultation with Trinity Metro's Planning Department. Public notification of detours shall be made via Trinity Metro's website as soon as is practically possible. Long-term detours shall have signage posted at bus stops that are closed and areas impacted by short-term detours shall be monitored by street supervisors to redirect passengers where to board their buses. Notices shall be removed immediately when regular service resumes.
- 5. Customer Service. MATS shall:
 - a. Provide a high level of quality service to patrons of the MATS Mobility Services.
 - b. Establish operational policies and driver training to present a professional and unified system.
 - c. Address and correct any noted deficiencies in a prompt and effective manner.

6. Quality Control. MATS shall establish procedures to ensure that it provides high quality services and present these procedures annually to Trinity Metro for review and comment.
7. Financial Management Services.
 - a. MATS will assist Trinity Metro to provide financial services including purchasing, budgeting, forecasting, providing recommendations regarding capital purchases, preparation and administration of third-party contracts and compliance with FTA regulations, including the preparation of National Transit Database and Disadvantaged Business Enterprise (“**DBE**”) reports and documentation of "Buy America" requirements and other applicable federal documentation for procurements.
 - b. MATS will be responsible for proper collection of all fares set forth by Trinity Metro to ensure protection of all funds and assets.
 - c. Additionally, the MATS will be responsible for obtaining rate quotes for general liability insurance coverage in the amount recommended by MATS and approved by Trinity Metro to cover premises and operation, products, completed operations, hazard, contractual insurance, broad-form property damage, independent contractors, personal and bodily injury, and employment-related practices. Coverage will also include auto liability in the amount recommended by MATS and approved by Trinity Metro, professional liability insurance coverage (to cover all employees/EPLI) in the amount recommended by MATS and approved by Trinity Metro, and workers' compensation insurance coverage that meets the requirements of the state of Texas. Securing this coverage will be an operating expense of the system payable by Trinity Metro and/or reimbursed to MATS.
8. Reporting and Accountability
 - a. MATS will maintain and provide monthly reports on ridership, (both monthly totals and average weekday, Saturday, and Sunday). A monthly analysis of ridership by route is also required. The General Manager will provide a monthly report of ridership, revenues, expenses, and overall performance of the system. Reports will be provided to the Senior Transit Planner in Trinity Metro’s Planning Office approximately the first two (2) weeks following the report month.
 - b. In addition, MATS will be responsible for monitoring and reporting on key performance metrics each month. Key performance metrics include, but are not limited to, the following system-wide key performance elements:
 - i. Fixed Route:
 - Total Annual Ridership
 - Average Subsidy per Passenger Trip
 - Passenger Trips per Revenue Hour
 - Passenger Trips per Revenue Mile
 - Preventable Accidents per 100,000 Miles
 - Non-Preventable Accidents per 100,000 Miles
 - Miles per Road Call
 - Incidents per 1,000 Boarding
 - On-Time Pull-Out
 - Peak Daily Non-Operable
 - On-Time Performance

- Missed Trips
- Fare Recovery Ratio
- ii. Paratransit& Demand-Response:
 - Total Annual Ridership
 - Cost Per In-House Trip
 - Cost Per Contractor Trip
 - In-House Trips per Revenue Hour
 - Preventable Accidents per 100,000 Miles
 - Miles per Road Calls
 - On-Time Pull-Out
 - Peak Daily Non-Operable
 - On-Time Performance
 - Missed Trips
- iii. General Performance:
 - Annual Dollar Value of Claims
 - Average Age of Revenue Vehicle Fleet
 - Annual Operator Turnover Rate
 - One-Year New Operator Retention Rate

MATS is expected to provide all of the MATS Mobility Services in a manner consistent with the achievement of the performance goals listed above. MATS shall also be expected to assist with the evaluation of all aspects of service design and delivery of the MATS Mobility Services and shall make appropriate recommendations for improvements that will further progress toward the achievement of these performance goals.

9. Transportation and Operational Services.

- a. MATS will comply with all applicable federal, state, and local regulations, including:
 - i. FTA procurement standards;
 - ii. Compliance with existing labor agreement(s), contract negotiations, and administration of labor contracts;
 - iii. Facility operation, vehicle and equipment maintenance services;
 - iv. Human resource, fiscal, and payroll services;
 - v. Safety and accident prevention program; and
 - vi. Compliance with applicable environmental and occupational safety and health laws and regulations.
- b. MATS will develop and administer the following:
 - i. Staffing, training, and servicing;
 - ii. Positive employee relations;
 - iii. All appropriate insurance coverages.
 - iv. Routes and schedules;
 - v. Scheduling and dispatch;
 - vi. Supervision of all personnel;
 - vii. Adequate recordkeeping which must include, at a minimum, status reports on operations, passengers, fares, ticket sales, fuel, breakdowns, maintenance, and use and storage of parts inventories;
 - viii. Monitoring and evaluating all current operations and instituting internal procedures to improve operations and create economies to reduce costs; and

- ix. Implementation of management techniques and operational improvements to ensure an environmentally sound transit system.
 - c. Maintenance activities to be undertaken by MATS include preventative and routine maintenance (including daily cleaning) as well as undertaking warranty repair.
 - d. MATS shall coordinate installation and removal of advertising benches, as directed by Trinity Metro's Planning Department, and shall also coordinate the installation and removal of vehicle advertising media. Any defects discovered on benches or vehicle advertising during the course of normal inspections should be promptly reported to the then advertising company for correction.
 - e. MATS must have a familiarity with all of the vehicles utilized in the MATS Mobility Services and an understanding of maintenance as is normally specified by the manufacturer since Trinity Metro will require this level of documentation of maintenance during the Term of this Agreement.
 - f. Additionally, MATS will be required to document any repairs needed during a warranty period. While it is not Trinity Metro's intent to structure a detailed maintenance program, MATS should understand that maintenance for the vehicles includes any of those activities which are normal and incidental to maintain daily operations and those which are specified by the manufacturer. In addition, MATS will respond to running repairs in an appropriate manner.
10. Transit Asset Management Plan.
- a. MATS will assist Trinity Metro with developing and administer a Transit Asset Management Plan ("**TAM**"), as directed under 49 U.S.C. 625, regarding the MATS Mobility Services.
 - b. The TAM will include:
 - i. An inventory of assets, including rolling stock, facilities, equipment and infrastructure either operated or maintained by MATS on behalf of Trinity Metro;
 - ii. A condition assessment of inventoried assets;
 - iii. Documentation of the use of a decision support tool;
 - iv. A prioritization of investments;
 - v. TAM and State of Good Repair (SGR) policy;
 - vi. Implementation strategy;
 - vii. List of key annual activities;
 - viii. Identification of resources; and
 - ix. Evaluation plan.
 - c. As part of the TAM, MATS will also develop and administer a plan for acquisition of vehicles for planned expansion.
 - d. MATS will evaluate the need for spare vehicles of various types while maintaining an overall spare ratio in accordance with FTA standards. Operational readiness shall be maintained at all times.
11. Additional Professional Services.
- a. MATS agrees to furnish the services and expertise of any professionals, with expertise in public transportation system management and operations or any aspect thereof, as

- may be necessary or appropriate to enable the President/Chief Executive Officer or designee and MATS to properly carry out their duties under this Agreement.
- b. Those available services and/or consultations shall relate to all areas of the public transportation industry, including but not limited to:
 - i. Monitoring and evaluation of all operations, systems and procedures;
 - ii. Operations and research;
 - iii. Safety, accident prevention;
 - iv. Schedules, transportation and routing; and
 - v. Maintenance and purchasing of equipment.
 - c. All such services shall be included in the compensation set out in Section 14, Financial Overview; Compensation, of the attached form of this Agreement.
12. Management Services. MATS further covenants and agrees to furnish expert management services and/or consultation in all areas of the MATS Mobility Services, including but not limited to the following:
- a. Comprehensive management and policy direction in:
 - i. Operations, systems and procedures, and research;
 - ii. Finance and accounting, including:
 - Annual budget preparation. (Fiscal Year 10/01 - 09/30)
 - Quarterly and annual report preparation
 - Budget accountability
 - Accountability if approved budget level is exceeded without authorization by Trinity Metro; if an expenditure made by MATS is not previously approved or not authorized by Trinity Metro, MATS will reimburse Trinity Metro for such expenditure
 - Comply with all Trinity Metro policies and procedures as may apply as well as those of the FTA
 - iii. Schedules, transportation, fare schedule recommendations and routing;
 - iv. Safety, accident prevention;
 - v. Insurance;
 - vi. Maintenance and purchase of equipment;
 - vii. Promotion marketing, customer relations, and sale of advertising space in conjunction with Trinity Metro;
 - viii. Complete knowledge of governmental grant application preparation and processing; and
 - ix. Security.
 - b. Management continuity;
 - c. Management personnel development and training (and recruitment as necessary).
 - d. Compliance with FTA regulations (including but not limited to Title VI, EEO, ADA, DBE, Section 15), Clean Air Act, Stormwater Management, Department of Transportation and local purchasing regulations and procedures as well as other applicable federal, state and local laws, rules, regulations, guidelines, and requirements;
 - e. Personnel and labor relations including bargaining unit contract negotiations;

- f. Recommendations regarding Trinity Metro's participation with local committees and organizations reasonably likely to advance Trinity Metro's mission and to enhance the MATS Mobility Services; and
 - g. Develop and implement FTA Section 5307 grant fund planning activities.
- 13. Workers Compensation. MATS agrees to comply with all statutes of the State of Texas relating to Workers Compensation and to carry Workers Compensation insurance and/or to be a subscriber under the Texas Workers Compensation Insurance Law unless Trinity Metro elects to provide during the Term of this Agreement Workers Compensation insurance coverage to itself and its independent contractor under Chapter 504 of the Labor Code of the State of Texas, including the adoption of Chapter 406, Subchapter F, and other provisions of the Labor Code of the State of Texas by Section 504.002.
- 14. Compliance with Law. MATS further covenants and agrees to comply, and to cause all personnel to comply, with all terms and conditions of federal as well as FTA grant contracts between the United States government and the Trinity Metro, grant applications, the current Grant Master Agreement (and all future modifications), assurances, and all other applicable contractual provisions, and all laws and regulations which apply to the carrying out and accomplishment of the MATS Mobility Services, Trinity Metro's ownership of and all uses made of its real and personal property in connection with the MATS Mobility Services, and to the operation and management of the MATS Mobility Services.
- 15. Compliance with Labor Law. MATS specifically agrees to comply, and ensure the compliance of the MATS Mobility Services with, all obligations relating to labor unions, labor union workers and collective bargaining pursuant to 49 USC 5333 (formerly Section 13(c) of the Urban Mass Transportation Act of 1964, as amended).
- 16. Compliance with Anti-Discrimination and Affirmative Action Law. MATS will comply and cause all personnel and contractors to comply with all legal obligations relating to prohibiting and preventing discrimination on the grounds of race, color, religion, sex, age, national origin or disability, and particularly those under federal law, FTA regulations and Trinity Metro's DBE Policy and Affirmative Action Program; and to fully support and implement the DBE Policy of the US Department of Transportation and of Trinity Metro regarding the MATS Mobility Services.

BOARD ACTION ITEM

Item Number: B2023-28

Meeting Date: April 17, 2023

Item Title: Mobility on Demand (ZIPZONE) Contract Service
Renewal Final Year - River North Transit, LLC (Via)

BACKGROUND

River North Transit, LLC (Via) was selected as a contractor to provide on-demand rideshare service. On November 28, 2022, BA2023-09 approved increasing the total contract amount from \$10,000,000 to \$12,500,000. It is now time to seek approval to exercise the final renewal option with Via.

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The Disadvantage Business Enterprise (DBE) Goal for this contract is 5%.

FINANCING

Funds are available in the Trinity Metro FY2023 Operating Budget, which includes a contribution from the City of Fort Worth and a partnership with Mercantile Partners Inc. With the service period overlapping two fiscal years, Trinity Metro will consider any remaining amount needed for the next fiscal year in the FY2024 Operating Budget along with any applicable contributions from local partners.

RECOMMENDATION

Trinity Metro's Board of Directors authorize the President & Chief Executive Officer to approve the final year of the five (5) year agreement with River North Transit (VIA) for Mobility On-Demand (ZIPZONE) services. The contract will begin on June 1, 2023 and will expire on May 31, 2024.

STAFF DISPOSITION

Wayne Gensler

April 5, 2023

EXECUTIVE LEADER APPROVAL

DATE

DISPOSITION BY BOARD OF DIRECTORS

SECRETARY APPROVAL

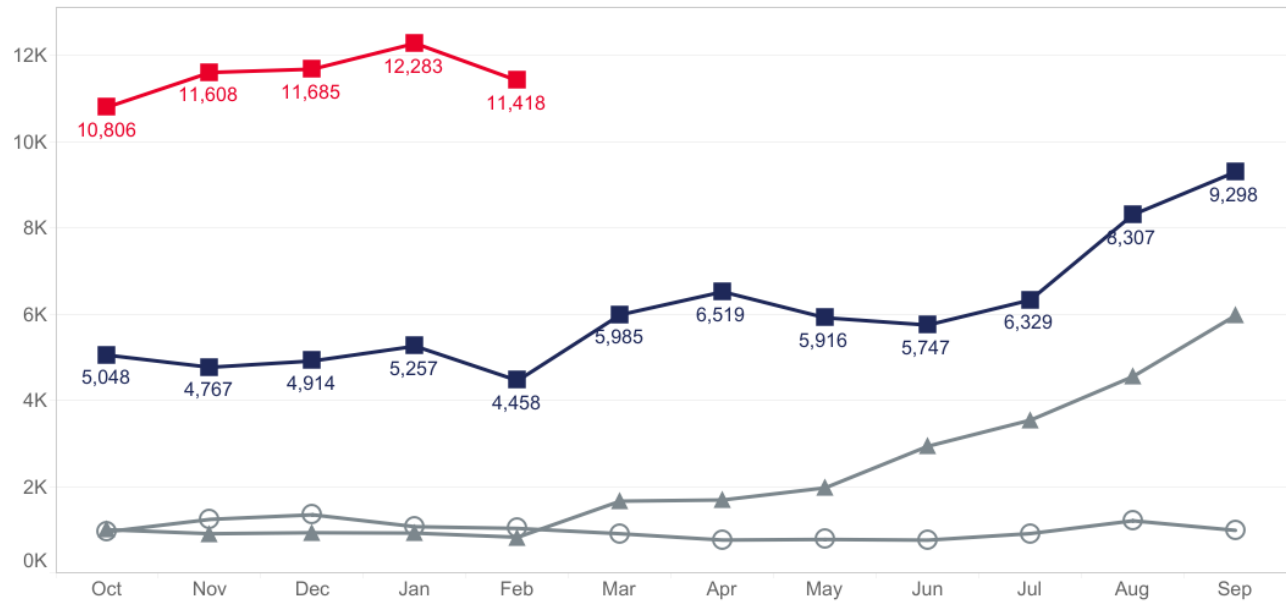
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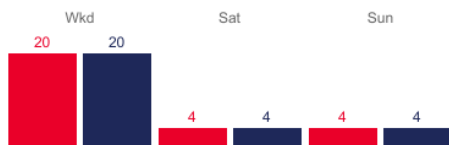
ZIPZONE Monthly Ridership

All

zone
All



Number and Types of Days for February



○ FY2020 ▲ FY2021 ■ FY2022 ■ FY2023

Fiscal Year Ridership to Date

| | |
|--------|--------|
| FY2020 | 5,630 |
| FY2021 | 4,573 |
| FY2022 | 24,444 |
| FY2023 | 57,800 |



BOARD ACTION ITEM

Item Number: BA2023-29

Meeting Date: April 17, 2023

Item Title: Financial Audit and Review Services

BACKGROUND

As provided in Trinity Metro's enabling legislation, Chapter 452 of the Texas Transportation Code, as amended, Trinity Metro is required to have an annual audit performed by an independent certified public accountant or a firm of independent certified public accountants.

Trinity Metro is required to have an annual single audit of grant funding and the annual audit of Trinity Metro's 401(k) employee benefit plan under various federal laws and regulations.

Trinity Metro is required to have an independent review and certification of compliance with the Payment Card Industry (PCI) standards to be able to continue processing credit card payments and a review of the annual and periodic submissions to the National Transit Database (NTD) under federal regulations.

Trinity Metro has established an outsourced program of internal audit reviews or audits of various financial and operating processes and balances for conformity with company policies and procedures as a part of good financial stewardship.

REQUEST FOR PROPOSAL (RFP)

In accordance with the Trinity Metro Procurement Policy, Request for Proposal (RFP# 23-T024), for Financial Audit and Review Services was advertised on Trinity Metro's website and sent to known firms for participation.

The solicitation resulted in responses from four firms: CliftonLarsonAllen, LLP, Moss Adams, LLP, Weaver and Tidwell, L.L.P. and Whitley Penn LLP.

An Evaluation Committee reviewed and rated the proposals based on: 1) Qualifications of Firm; 2) Qualifications of Staff; 3) Work Plan/Project Approach; 4) Fee Proposal; and 5) DBE Certification Requirements.

The proposals rated highest are as follows:

-Weaver and Tidwell, L.L.P.

-Whitley Penn, LLP

The Evaluation Committee has elected to appoint both firms to provide outsourced internal audit and review services in the event that the highest rated firm cannot provide services requested: (1) in a timely matter, (2) due to scope or fee issues, (3) due to lack of professional staff availability, or (4) because of a professional conflict or independence consideration. This dual appointment will provide Trinity Metro with services timeously, economically and within professional standards.

PROCUREMENT

Trinity Metro's Procurement Department has followed procurement policy with the Request for Proposal and complies with all applicable Federal, State, and Trinity Metro procurement requirements.

FINANCING

Funds are available in the FY2023 Operating Budget for Financial Audit and Review Services. Provisions for future years will be requested in the proposed annual budgets.

The cost of providing identified services is estimated to be \$165,000 for the first year rising to \$184,000 in the fifth year, each including a 10% contingency. The total cost over five (5) years, including a 10% contingency, is estimated at \$871,000.

DBE UTILIZATION

The DBE Goal for the annual financial statements and single audit services is 25%. Weaver and Tidwell, L.L.P. has committed to meet this DBE goal for this solicitation.

RECOMMENDATION

The Evaluation Committee recommends Trinity Metro's Board of Directors authorize the President/Chief Executive Officer, to contract with the following firms to provide financial audit and review services for a three-year term, with options to renew for two (2) additional one-year terms for the five (5) years are:

1. Weaver and Tidwell, L.L.P.
2. Whitley Penn, LLP

The total cost over five (5) years for both firms, including a 10% contingency, shall not exceed \$871,000.

STAFF DISPOSITION

Fred Crosley

April 6, 2023

EXECUTIVE LEADER APPROVAL

DATE

DISPOSITION BY BOARD OF DIRECTORS

SECRETARY APPROVAL

DATE

BOARD ACTION ITEM

Item Number: BA2023-30

Meeting Date: April 17, 2023

Item Title: Insurance Broker Services

BACKGROUND

Trinity Metro is seeking to contract with an insurance brokerage firm that would provide consulting and placement of third-party insurance. Coverages could include liability, property, causality, cyber, and other general coverages not otherwise provided or economically available from the Texas Municipal League insurance pool. With the TEXRail extension planned for the new 2.1-mile segment, insurance options will need to be considered for claims management, builder's risk, professional liability, and pollution coverages. Additionally, as part of the overall construction project, an Owner Controlled Insurance Program (OCIP) will also be evaluated.

The overall activity of the Insurance Broker each year will be dependent on the dollar amount and types of coverages placed each year.

In accordance with Trinity Metro's Procurement Policy, a Request for Proposal (RFP 23-T018) for Insurance Broker Services was issued and advertised on Trinity Metro's website. Four firms responded to the Request for Proposal and complied with the requirements. Responding firms included:

- Arthur J. Gallagher Risk Management Services, LLC
- Higginbotham Insurance Agency Inc.
- HUB International, Ltd.
- Willis Towers Watson Insurance Services West, Inc.

A Trinity Metro evaluation committee reviewed and evaluated the Request for Proposals. As a result of the evaluations, Higginbotham Insurance Agency Inc. was selected as the highest qualified firm for entering into a contract award.

PROCUREMENT

The Trinity Metro Procurement Department has followed its procurement policies and procedures with this purchase and complies with all applicable Federal, State, and Trinity Metro procurement requirements.

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The Disadvantaged Business Enterprise (DBE) Goal for this solicitation was 0%, due to the nature of the placement of insurance.

FINANCING

The cost for the Insurance Broker contract will be included in Trinity Metro's annual Operating Budget each year.

RECOMMENDATION

We request that the Trinity Metro's Board of Directors authorize the President / Chief Executive Officer to contract with Higginbotham Insurance Agency Inc. to assist Trinity Metro with the placement of third-party insurance and execute a three (3) year contract with two (1) one-year renewal options.

STAFF DISPOSITION

Fred Crosley

April 6, 2023

EXECUTIVE LEADER APPROVAL

DATE

DISPOSITION BY BOARD OF DIRECTORS

SECRETARY APPROVAL

DATE

TRINITY METRO BOARD OF DIRECTORS RESOLUTION

SUPPORT FOR PLAN 2033: DOWNTOWN STRATEGIC ACTION PLAN UPDATE

(R2023-03)

WHEREAS, the Fort Worth Transportation Authority, doing business as Trinity Metro (“Trinity Metro”) is a regional transportation authority governed by Chapter 452 of the Texas Transportation Code (the “Code”) and is a local government as defined by Section 431.003(3)(C) of the Code; and

WHEREAS, Downtown Fort Worth, Inc., founded in 1981, has worked with community partners to plan how Downtown can evolve into Fort Worth’s premier location for business, visitors, and residents; and

WHEREAS, every ten years, Downtown Fort Worth, Inc., partners with the City of Fort Worth and Trinity Metro to produce a Downtown Strategic Action Plan; and

WHEREAS, the newest version, Plan 2033, was developed in 2022 with input from volunteers, community stakeholders, the City of Fort Worth, Tarrant County, neighborhood representatives, the general public, and Trinity Metro; and

WHEREAS, Plan 2033 provides strategic guidance in the areas of business development, education, housing, retail, arts and entertainment, transportation, urban design, open space, and public art; and

WHEREAS, Plan 2033 is used as a tool to prioritize policy decisions and planning initiatives for the three partners and other community supporters to fulfill the community’s vision for a livable, healthy, economically vibrant, and exciting downtown for the next ten years; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRINITY METRO:

Section 1. The Board supports recommendations identified in Plan 2033: Downtown Strategic Action Plan and will work over the next ten years to implement elements of the plan that Trinity Metro is responsible for; and

Section 2. The Board approves continued support of the plan as Trinity Metro is part of Downtown Fort Worth’s success.

Adopted this 17th day of April 2023.

ATTEST:

By Fort Worth Transportation Authority d.b.a. Trinity Metro.

Jeff Davis
Chair

Richard Andreski
President & CEO