



Board of Director's Meeting
December 16, 2015
2:30 p.m.

Meeting Location:
TAPS
3400 Texoma Parkway
Sherman, TX 75090

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BOARD OF DIRECTORS 2015-2016

CHAIRMAN

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Ken Brawley, Councilman
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TEXOMA AREA PARATRANSIT SYSTEM, INC.
AGENDA
BOARD OF DIRECTORS SPECIAL MEETING

Notice is hereby given that a special meeting of the Board of Directors of the Texoma Area Paratransit System will be held **Wednesday, December 16, 2015** at 2:30 p.m. at TAPS Public Transit, 3400 Texoma Pkwy, Sherman, Texas as follows:

- I. Establish Quorum and Call to Order**
- II. Invocation**
- III. Public Hearings**

Citizens may speak on items listed on this agenda as Public Hearings. A "Request to Speak Card" should be completed and returned to the Board Secretary before the Board considers the item listed under Public Hearings. Citizen comments on public hearings are limited to three (3) minutes.

IV. Action Items

- 1. Accept Resignations of Board Member Joan Schaffner.
- 2. Ratify Interim CEO's contract execution with NCTCOG for vehicle asset transfer
- 3. Authorize staff to negotiate and execute a vehicle agreement with CITIBUS of Lubbock, TX

V. Organizational Update

- 1. Funding update and discussion regarding TxDOT audit response

VI. Executive Session

Pursuant to Chapter 551 of the *Texas Government Code*, to discuss the following subjects and reconvene to take any action resulting from the Executive Session (the board reserves the right to convene into executive session throughout this meeting):

- 1. Consult with attorney regarding contemplated litigation. Section 551.071
- 2. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074

Following the closed Executive Session, the Board of Directors will reconvene in open and public session and take any such action as may be desirable or necessary as a result of the closed deliberations.

VII. Schedule next Board meeting

VIII. Adjournment

CERTIFICATION

I do certify that a copy of this notice of meeting was posted on the front door of the TAPS Public Transit main office in Sherman, Texas, readily accessible to the general public at all times and posted on the TAPSbus.com website, Friday, December 11, 2015.

Tim Patton, Interim CEO/Executive Director

In compliance with the Americans With Disabilities Act, Texoma Area Paratransit Systems will provide for reasonable accommodations for persons attending the Board of Directors meeting. To better serve you, requests should be received 48 hours prior to the meeting. Please contact the TAPS office at (903) 893-4601.

VEHICLE TRANSFER AGREEMENT

This Agreement is entered into on the _____ day of December 2015, between the North Central Texas Council of Governments (NCTCOG) a political subdivision of the State of Texas, Dallas Area Rapid Transit (DART), a regional transportation authority, and the Texoma Area Paratransit System, Inc., (TAPS), a rural transit district and political subdivision of the State of Texas related to the surrender of possession of transit vehicles owned by TAPS.

WHEREAS, NCTCOG is a political subdivision organized under Chapter 391 of the Texas Local Government Code and is a Designated Recipient for certain Federal Transit Administration (FTA) funds for the Dallas-Fort Worth-Arlington Urbanized Area;

WHEREAS, TAPS, is a Texas nonprofit organized under the laws of the State of Texas and has been designated by the Collin County Commissioners' Court as the Rural Transit District of Collin County effective July 1, 2013; and,

WHEREAS, DART is a regional transportation authority, created, organized, and existing pursuant to Chapter 452 of the Texas Transportation Code; and,

WHEREAS, NCTCOG and DART contemplate entering into a separate funding agreement, as authorized by their respective governing bodies, for DART to provide service utilizing the Vehicles subject to this Agreement in portions of Collin County no longer served by TAPS.

WHEREAS, the NCTCOG, TAPS, and DART have a mutual interest in the surrender of possession of vehicles owned by TAPS to DART for service provision contemplated between NCTCOG and DART.

NOW, THEREFORE, in consideration of these premises, NCTCOG, DART, and TAPS agree to the following:

1. TAPS agrees to surrender possession to DART on or about December 14, 2015 of the vehicles identified in Attachment 1 ("the Vehicles") acquired with FTA and/or other funds through grant agreements between TAPS and NCTCOG.
2. TAPS further agrees to transfer title to the Vehicles when and as directed by NCTCOG. TAPS agrees to execute all documents as necessary to effectuate the transfer of title as directed by NCTCOG.
3. DART agrees to take possession on or about December 14, 2015, of the Vehicles from TAPS, by driving, towing, or other means necessary, for the purpose of DART storing and subsequently utilizing the Vehicles as may be agreed between NCTCOG and DART. By taking possession of the Vehicles, DART assumes no debt or liability associated with the Vehicles.
4. NCTCOG hereby authorizes and DART agrees to assess the maintenance condition of the Vehicles and make recommendations to NCTCOG within 30 days, at no cost to NCTCOG, regarding any needed repairs or maintenance.

5. DART agrees to maintain insurance or self-insurance on the Vehicles for as long as in DART's possession or control in amounts for similar vehicles owned by DART.
6. DART and NCTCOG agree to work expeditiously to enter into a funding agreement, including use of the Vehicles, whereby DART may provide service in some portions of Collin County no longer served by TAPS.
7. The Term of this Agreement shall be from December 14, 2015 through March 31, 2016.
8. This Agreement may be terminated in any of the following ways:
 - a. Written agreement by NCTCOG and DART;
 - b. Upon fifteen days written notice by NCTCOG or DART; or
 - c. By any party, upon failure of another party to perform its obligations, after having been given seven days written notice and opportunity to cure.
9. In the event this Agreement is terminated, DART shall return vehicles to NCTCOG or as directed by NCTCOG, unless otherwise required by a subsequent agreement between NCTCOG and DART.
10. Each of the Parties agrees to reasonably cooperate to effectuate the purpose and intent of this agreement.
11. This Agreement may be signed in counterparts and shall be effective on the date signed by the last signing Party.

 Mike Eastland
 Executive Director
 North Central Texas Council of Governments

Date Signed: _____

 Gary Thomas, P.E.
 President
 Dallas Area Rapid Transit

Date Signed: _____

 Tim Patton
 Interim Executive Director
 Texoma Area Paratransit System, Inc.

Date Signed: _____

ATTACHMENT 1

Vehicle Make & Model	Year	VIN
StarTrans Supreme Senator II	2010	1FDXE4FL0ADA79177
Glaval Concorde II	2015	3FRNF6FL9FV554732
Glaval Concorde II	2015	3FRNF6FL0FV554733
Glaval Concorde II	2015	3FRNF6FL2FV554734
Glaval Universal	2015	1FDXE4FS4FDA03058
Glaval Universal	2015	1FDXE4FS6FDA03059
Glaval Universal	2015	1FDXE4FS2FDA03060
Glaval Universal	2015	1FDXE4FS4FDA03061
Glaval Universal	2015	1FDXE4FS6FDA03062
Glaval Universal	2015	1FDXE4FS8FDA03063
Glaval Universal	2015	1FDXE4FS2FDA30503
Glaval Universal	2015	1FDXE4FS4FDA30504
Glaval Universal	2015	1FDXE4FS6FDA30505
Glaval Universal	2015	1FDXE4FS8FDA30506
Glaval Universal	2015	1FDXE4FS4FDA34990
Glaval Universal	2015	1FDXE4FS6FDA34991
Glaval Universal	2015	1FDXE4FS8FDA34992
Glaval Universal	2015	1FDXE4FSXFDA34993
Glaval Universal	2015	1FDXE4FS1FDA34994
Glaval Universal	2015	1FDXE4FS3FDA34995

**MEMORANDUM OF
UNDERSTANDING BETWEEN
TEXOMA AREA PARATRANSIT SYSTEM, INC
AND
CITIBUS of Lubbock, TX**

This Memorandum of Understanding sets for the terms and understanding between the Texoma Area Paratransit System (“TAPS”) and Citibus of Lubbock, TX, to lease fourteen (14) vehicles to Citibus for use in its public transportation service area.

Background

On or about December 1, 2015, a representative of Citibus reached out to Interim CEO, Tim Patton regarding the lease of 10 to 15 Titan II Low Floor buses. Citibus expressed the immediate need for these type of buses to due to the buses having extra spaces for wheelchair placements in the vehicles as compared to their own fleet.

Purpose

This Memorandum of Understanding is designed to engage Citibus to lease fourteen (14) vehicles to Citibus to provide additional service within Citibus’ service area.

The above goals will be accomplished by undertaking the following actions:

1. T A P S will lease fourteen (14) vehicles listed in Attachment A
2. Citibus shall at all times during this agreement maintain in full force and effect, provide the necessary insurance coverage for all of the aforementioned vehicles. Citibus will provide the necessary coverage so long as the vehicles are stored on Citibus property or at an approved location, with written consent from TAPS.
 - a. Citibus will provide a policy of automobile liability, worker’s compensation, and automobile collision insurance covering all fourteen (14) vehicles owned by TAPS and operated by Citibus, its officers, agents, employees, and contractors during the term of this Agreement with standard policy limits in accordance with applicable laws. Citibus agrees to hold TAPS harmless while the vehicle are under care, custody, and control of Citibus. Further Citibus agrees to add TAPS with an additional insured endorsement on the automobile liability, worker’s compensation, and automobile collision insurance policies.
3. The fourteen (14) motor vehicles that are reasonably necessary for the operation of public transportation operations shall be furnished to Citibus by TAPS and shall remain TAPS property. This agreement does not require a title transfer from TAPS to Citibus.
4. The use of the fourteen (14) vehicles leased by Citibus will be contingent upon all vehicles being compliant with all aspects of TXDOT and FTA guidelines regarding vehicle requirements, maintenance, record keeping, and equipment.

5. This agreement supersedes all oral or written previous and contemptuous agreements, writings and understandings, representations, or contracts between the parties regarding the subject matter of this agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to this Agreement which does not regard the subject matter or this Agreement.
6. Citibus agrees to accept the fourteen (14) vehicles in an as is state and further agrees to be responsible for repair and bringing the vehicles up safe, acceptable working condition. By agreeing to the terms of this agreement Citibus further agrees to return the vehicles in working condition at the conclusion of this agreement.

Payment

In consideration of the fourteen (14) vehicles to be leased from TAPS by Citibus under the terms of this Memorandum of Understanding, Citibus shall pay a one-time fee of XXXXXXX (XXXXXX) dollars and XX/100's to TAPS. This amount is to be paid after the execution of this agreement and no later than 30 calendar days after the effective date.

Period of this Agreement

This Memorandum of Understanding may be modified by mutual consent of authorized officials from TAPS or Citibus. This Memorandum of Understanding shall become effective upon signature by the authorized officials from the TAPS and Citibus and will remain in effect until modified or terminated by any one of the partners by written consent. This agreement shall be EFFECTIVE DATE and shall remain in effect through EXPIRATION DATE unless terminated earlier in accordance with the terms herein. Either parties may revise, amend or modify this Agreement only by written consent signed by both parties. Either parties may terminate this agreement at any time by giving the other party at least 30 calendar days' written notice of the date of termination.

Contact Information:

Texoma Area Paratransit System, Inc.

Tim Patton
 Executive Director and
 Interim CEO 3400
 Texoma Parkway
 Sherman, Texas 75090
 903-893-4601
 903-893-4766 (Facsimile)

Citibus

Contact Name
 Title
 Address
 Phone

Approval of Authorizing Officials

Signed and agreed this _____ day of _____, 2015
 BY: _____
 Signer Name, Title
 Citibus

Signed and agreed this _____ day of _____, 2015

BY: _____
Tim Patton, Executive Director and Interim CEO
Texoma Area Paratransit System, Inc.

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Attachment A

Vehicle Description	VIN	L/P	Value Per Month
2012, Titan II L/F	1GB6G5CGXC1133945	112-4441	\$471.48
2012, Titan II L/F	1GB6G5BG2C1184034	112-4445	\$471.48
2012, Titan II L/F	1GB6G5BGXC1182757	112-4439	\$376.96
2012, Titan II L/F	1GB6G5BG8C1185141	112-4444	\$471.48
2012, Titan II L/F	1GB6G5BG4C1184360	112-4438	\$471.48
2013, Titan II L/F	1GB6G5BG4C1184777	112-4448	\$376.96
2013, Titan II L/F	1GB6G5BG8C1183695	112-4440	\$471.48
2012, Titan II L/F	1GB6G5BG8C1184992	112-4446	\$351.83
2012, Titan II L/F	1GB6G5BG7C1185132	116-1276	\$301.68
2013, Titan II L/F	1GB6G5BG4C1181507	112-4447	\$329.98
2012, Titan II L/F	1GB6G5BG1C1185188	116-1275	\$329.98
2012, Titan II L/F	1GB6G5CG9C1134889	112-4442	\$376.96
2013, Titan II L/F	1GB6G5BG0C1182606	112-4449	\$339.60
2012, Titan II L/F	1GB6G5BG1C1183814	116-1281	\$376.96

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STEP 3. ALLOCATE VARIABLE AND FIXED COSTS TO ROUTE, PROGRAM, MODE, SERVICE TYPE AND JURISDICTION

The percent of total vehicle hours and total vehicle miles is determined by route, program, mode, service type and jurisdiction. Using the total pool cost from Step 2, allocate costs as follows:

Variable Costs:

- Operating costs (without fuel)—allocate by percent of total vehicle hours
- Fuel costs—allocate by percent of total vehicle miles
- Maintenance costs—allocate by percent total vehicle miles

Fixed Costs:

- Administrative costs—allocate using the proportion of variable cost
- Non-vehicle maintenance costs – allocate using the proportion of variable cost
- Planning costs—allocate dependent on the planning activity. If the planning benefited the system as a whole, then allocate by vehicle hours is reasonable. If the planning benefited a certain route or program, then allocate directly to the route or program.

Table 2 provides the example agency allocation of costs by fixed route motorbus/commuter bus, demand response, program and across rural and urban jurisdictions.

METHODOLOGY OUTCOME

The resulting cost allocation outcome provides information that can be used to:

- Report cost by routes, programs, modes, service types and jurisdictions
- Report cost effectiveness and efficiency by route performance
- Manage and report costs to meet NTD and PTN-128 requirements
- Provide backup for request for reimbursement
- Manage funding by grant

Table 3 provides the example agency cost effectiveness and efficiency performance by route outcomes. Table 4 a- c provides the example agency documentation needed for reimbursement for Section 5311 (rural) and Section 5307 (urban-1 and urban-2).