

BOARD OF DIRECTORS MEETING AGENDA

MONDAY, MARCH 17, 2025, 3:00 P.M.

801 GROVE STREET
Fort Worth, Texas 76102

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS

BOARD RECOGNITION RESOLUTION

1. R2025-05 Appreciation of Service – Tito Rodriguez
2. R2025-06 Appreciation of Service – Paul Slechta

Richard Andreski

PRESENTATION

1. North Central Texas Regional Transit 2.0

Michael Morris,
Director of Transportation

ELECTION OF BOARD OFFICERS

MEETING MINUTES

1. Approval of February 18, 2025 Board Meeting Minutes

INFORMATION ITEM & REPORTS

1. Commuter Rail
 - a. TEXRail & TRE Ridership & On-Time Performance Update
2. Planning
 - a. General Planning Consultant Update
3. Legislative
 - a. Texas Transit Day
4. Community Engagement Update
5. Finance
 - a. January 2025 Financial Update

Reed Lanham

Chad Edwards

Anette Landeros
Detra Whitmore

Greg Jordan

ACTION ITEMS

1. BA2025-25 Fiscal 2025 Authorization to Submit Grant Applications
2. BA2025-26 Mechanical, Electrical and Plumbing (MEP) Contractors
3. BA2025-27 Microsoft Office 365

Eva Williams
Wayne Gensler
Bryan Morrow

RESOLUTION

1. R2025-04 BuyBoard Cooperative Purchase Program

Kelli Shields

PRESIDENT'S REPORT

CHAIR'S REPORT

OTHER BUSINESS

EXECUTIVE SESSION

1. Discussion of Potential Settlement – Claim No. 24-0503a
2. Rail Contracts Discussion

Jeff Brown
Rich Andreski

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.

ADJOURN



BOARD OF DIRECTORS MEETING MINUTES

TUESDAY, FEBRUARY 18, 2025

ATTENDEES:

Board Members Present: Paul Alvarado, Will Churchill, Michael Crain, Jeff Davis – Chair, Isaac Manning, Jack McCarty, Chris Nettles, and Ben Robertson

Board Members Absent: Teresa Ayala, Sharla Horton – Secretary, and Rachel Navejar Phillips

Senior Leadership Team Present: Richard Andreski, Christine Black, Wayne Gensler, Greg Jordan, Anette Landeros, Reed Lanham, and Kelli Shields

Senior Leadership Team Absent: Chad Edwards and Detra Whitmore

Board Attorneys: Joel Heydenburk

CALL TO ORDER

The meeting was called to order at 3:04 pm at 801 Grove Street, Fort Worth, Texas 76102.

PLEDGE OF ALLEGIANCE

ADMINISTRATION OF OATH

Joel Heydenburk administered the Oath of Office to the new Board members.

CITIZEN COMMENTS

There were no citizen comments.

EMPLOYEE RECOGNITION

Freddie Buckley was recognized by the Directors and staff for his 50 years of service to Trinity Metro.

MEETING MINUTES

Motion: Michael Crain motioned to approve the January 21, 2025 Board of Director Meeting Minutes as submitted. Chris Nettles seconded. The motion passed unanimously.

INFORMATION ITEMS & REPORTS

1. Commuter Rail – Reed Lanham provided a positive update on rail operations for January, highlighting strong performance for both TEXRail and TRE. Ridership increased by nearly 14% year-over-year for TEXRail and 9% for TRE. Both systems consistently exceed the national average on-time performance (OTP) of 90%-92%, with January's OTP at 98.6% for TEXRail and 98% for TRE. Lanham thanked the Operations team, contractors, and staff for their excellent work, especially noting the signal and transportation department's impressive safety record of over 2,500 injury-free days. He also mentioned significant growth in long-term parking, particularly at T&P and Smithfield stations, which have nearly doubled due to high demand.
2. Operations – Wayne Gensler presented a summary of the key performance indicators (KPIs) for the month to the board, and noted that OTP for Bus Operations was 88.7% with a 5% increase in ridership, while OTP for Paratransit was 96.5% with 90,000 rides. Overall, the systems are showing positive performance

despite challenges with aging fleets, and the new paratransit app is expected to enhance customer experience and efficiency.

3. Planning – Tara Crawford provided an update on the General Planning Consultant regarding Urban Rail and the Strategic Action Plan being developed to guide Trinity Metro's growth. Crawford also spoke to upcoming services changes to route 11, 16, and 55 to increase efficiency and on-time performance.
4. Marketing & Communications – Nicole Adams presented an update on the EasyRide program noting that Trinity Metro is now up to partnerships with 170 companies, with ticket sales for January reaching just over \$64,501.
5. Finance – Greg Jordan gave the financial update and highlighted that operating revenues are projected at \$223.4 million with key sources, representing 89% of the total, being Fort Worth, North Richland Hills, and Grapevine sales tax. Jordan remarked that operating expenditures are trending positively with a projection of \$157.6 million, saving approximately \$6 million.

ACTION ITEM

1. BA2025-24 Printing Services

Motion: Isaac Manning motioned to approve the board action item as submitted. Ben Robertson seconded. Motion passed unanimously.

RESOLUTION

1. R2025-03 Statement Expressing Official Intent to Reimburse Costs of Capital Expenditures.

Motion: Chris Nettles motioned to approve the resolution as submitted. Ben Robertson seconded. Motion passed unanimously.

PRESIDENT'S REPORT

President Andreski thanked board members for their contributions in shaping a top transit system, emphasizing TEXRail's success in linking the third-busiest airport to downtown Fort Worth. Andreski highlighted significant regional investments, including a \$350 million campus and a \$700 million convention center expansion, which, along with TEXRail, are creating an economic boost with a 3:1 return on investment. Andreski also shared insights from business owners in Grapevine who saw increased revenue and development, thanks to TEXRail. Andreski concluded by affirming Trinity Metro's commitment to ongoing growth and innovation in the region's transit system.

CHAIR'S REPORT

Chairman Davis proposed appointing a nominating committee to make recommendations for board officers, specifically suggesting Ben Robertson, Isaac Manning, and Theresa Ayala as part of the process. Davis encouraged members to express interest in leadership roles openly. Davis then expressed gratitude to the board and Trinity Metro team for their strategic approach, particularly in the face of federal transportation funding challenges. Davis emphasized the board's ambitious goals, including transforming the bus system, expanding TEXRail, planning for urban rail, and amplifying economic impact. Davis is confident that with community support, these goals will be achieved, ensuring long-term growth for the region's transit system.

OTHER BUSINESS

No other business was discussed.

ADJOURN

Meeting adjourned at 4:23 pm.

BOARD OF DIRECTORS
INFORMATION ITEM

ITEM TITLE

TEXRail and TRE Ridership & On-Time Performance Update

MEETING DATE

March 17, 2025

BACKGROUND

Reed Lanham, VP of Rail, will provide an update on February 2025 Ridership & On-Time Performance for TEXRail & Trinity Railway Express (TRE).

RECOMMENDATION

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

STAFF DISPOSITION

EXECUTIVE LEAD*

Reed Lanham

DATE

03/06/25

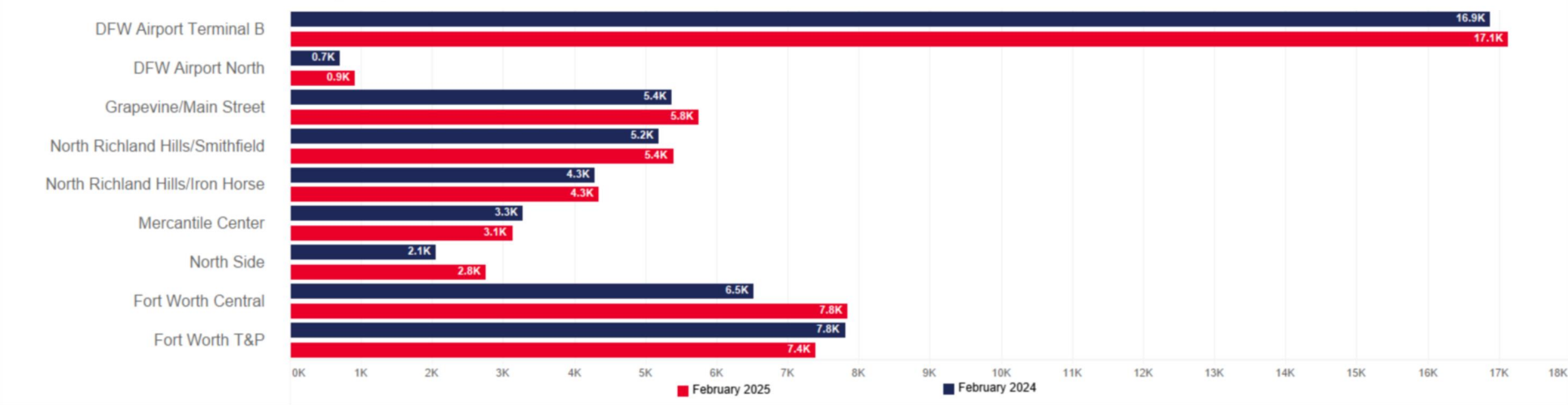
TEXRail and TRE Ridership & On-Time Performance Update

Reed Lanham – VP of Rail
March 17, 2025

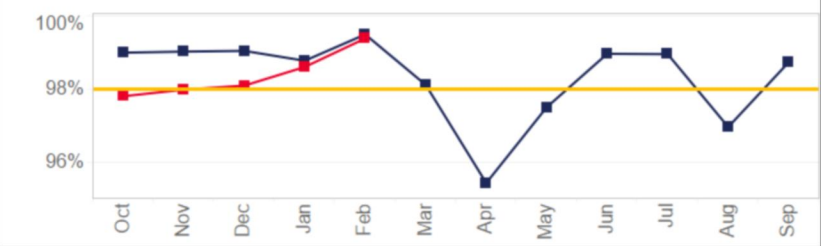


TEXRail Total Ridership by Station (in 1000s)

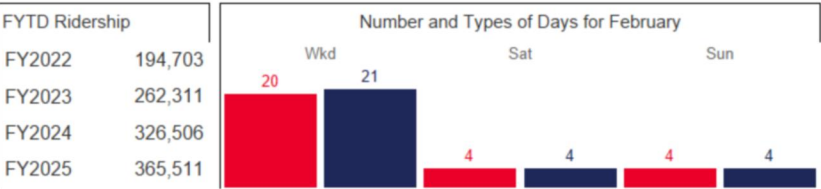
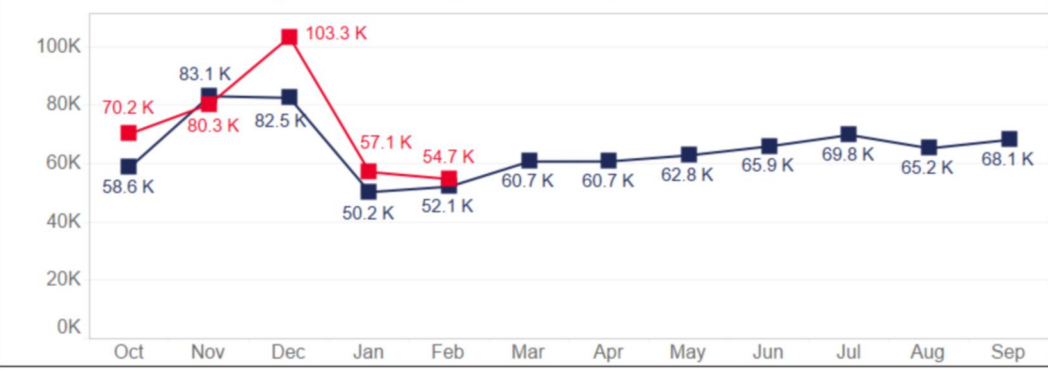
February 2025



TEXRAIL On-Time Performance



TEXRail Monthly Ridership (in 1000s)



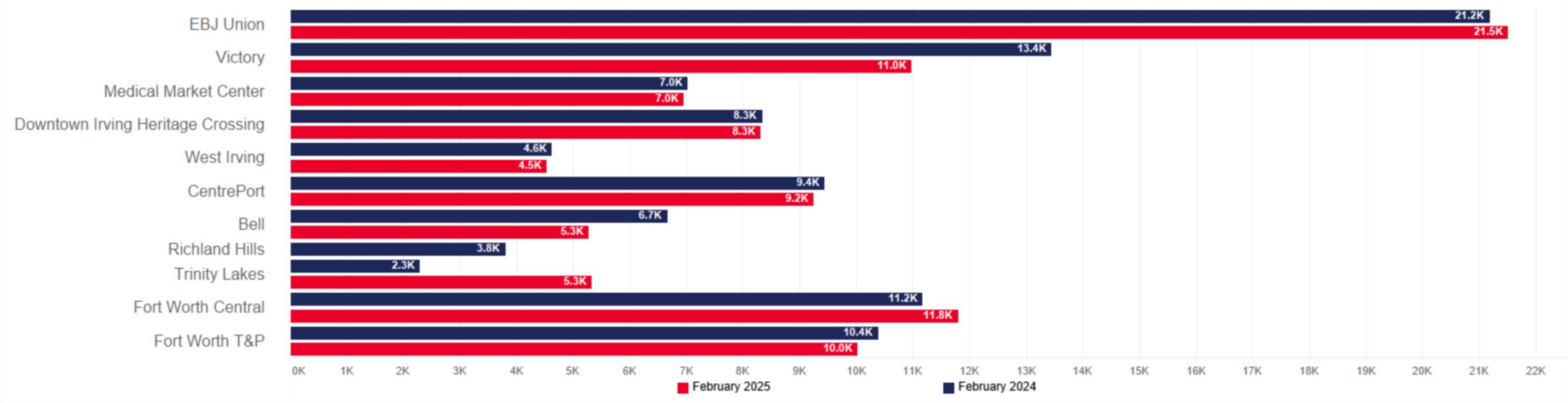
FY2024

FY2025

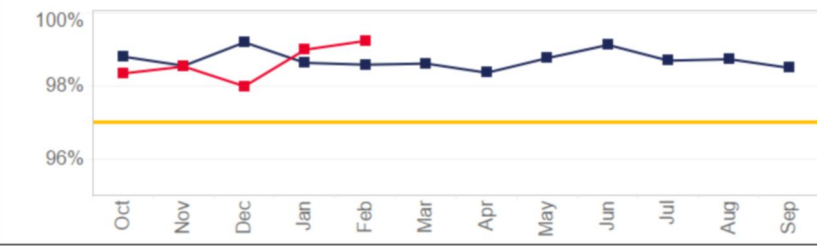


TRE Total Ridership by Station (in 1000s)

February 2025

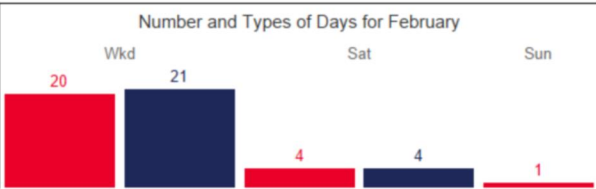


TRE On-Time Performance

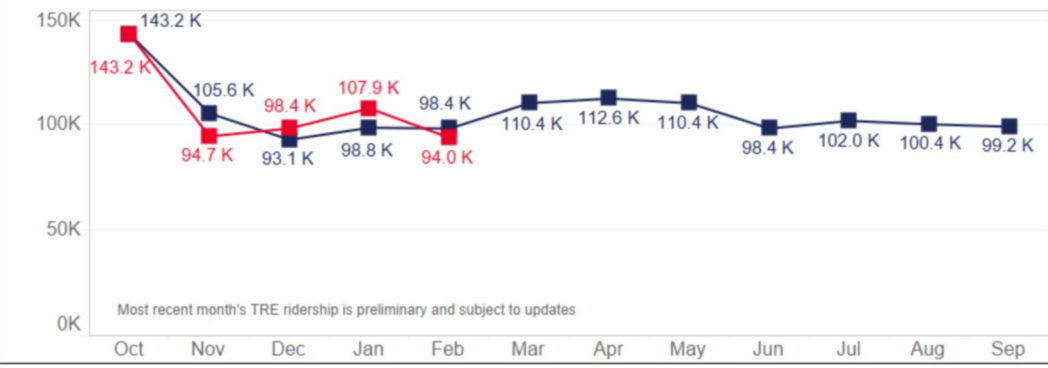


FYTD Ridership

FY2022	450,205
FY2023	488,373
FY2024	538,976
FY2025	538,123



TRE Monthly Ridership (in 1000s)



FY2024

FY2025

BOARD OF DIRECTORS

INFORMATION ITEM

ITEM TITLE
General Planning Consultant (GPC) Update

MEETING DATE
March 17, 2025

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.

See Attached Table

RECOMMENDATION

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

STAFF DISPOSITION

EXECUTIVE LEAD*
Chad Edwards

DATE
03/03/25

Task Order		Description	Status
1	Program Management	This task covers meetings, invoices, and scope development.	<ul style="list-style-type: none"> Continued oversight Task development coordination
2.6	Alliance Express Mobility Hub Layouts	Provide a typical layout for potential Mobility Hub locations	<ul style="list-style-type: none"> No current activities
3	Transit Value Proposition	This task outlines the value of transit in Fort Worth and will provide materials that can be shared with others during meetings.	<ul style="list-style-type: none"> No current activities
6	Streetcar Feasibility Study	Review, update, and identify corridor for potential Streetcar	<ul style="list-style-type: none"> Final summary report finalized Summary report presentation to FW City Council March 4th.
7	Graphics Support	Support to staff for graphics, maps, and presentations	<ul style="list-style-type: none"> No current activities
8	Grant Writing Support	Support of grant writing and applications	<ul style="list-style-type: none"> No current activities
10	Fare Collection Review	Review fare structure and collection systems	<ul style="list-style-type: none"> Close-out process started
14	Assessing Community Interest in Transit	Engaging the public through surveys/polling to better determine the level of knowledge the community has of Trinity Metro and public transit	<ul style="list-style-type: none"> Ongoing support for new Perception Campaign and social media outreach
15	FTA TEXRail TOD Planning Grant	This TOD planning grant focuses on TEXRail and the assessment of station amenities along the corridor that allow for a car-free lifestyle	<ul style="list-style-type: none"> No current activities
18	Strategic Action Plan	Development of agency strategic plan	<ul style="list-style-type: none"> Weekly coordination meetings scheduled Strategic Action Plan document under review
19	Property Inventory and Evaluation	Identify and evaluate property that can be sold	<ul style="list-style-type: none"> Close-out process started
20	TEXRail DMU Vehicle Commissioning Support	Procurement support, design reviews, and on-site inspections for the 4 new Stadler DMU Vehicles procured for the TEXRail Project	<ul style="list-style-type: none"> Bi-weekly coordination meetings scheduled Kick-off meeting to be scheduled

BOARD OF DIRECTORS

INFORMATION ITEM

ITEM TITLE

Texas Transit Day

MEETING DATE

March 17, 2025

BACKGROUND

Trinity Metro had the opportunity to participate in "Texas Transit Day" hosted by the Texas Transit Association (TTA) at the Texas State Capitol. Members of Trinity Metro's senior leadership traveled to visit and had meetings with members of our Tarrant County Delegation. To celebrate and help generate visibility for our organization, Trinity Metro brought an Orange Line bus to Austin, TX and had it situated in front of the Capitol. Overall, it was an incredibly valuable visit that allowed us to highlight recent successes and outline goals for the future of Trinity Metro.

RECOMMENDATION

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

STAFF DISPOSITION

EXECUTIVE LEAD *

Anette Landeros

DATE

03/03/25

Trinity Metro in Austin

Anette Landeros
Chief Strategy Officer



Trinity Metro in Austin

Tarrant County Days

- February 10 - 11, 2025

Transit Day at the Capitol

- February 25, 2025



Source: <https://www.austintexas.org/listings/texas-state-capitol/1983/>

Tarrant County Days

Delegation of 150 Leaders Meet
Tarrant County Legislators in
Austin

Representing Trinity Metro:

- Wayne Gensler
Chief Operating Officer
- Chad Edwards
Executive VP of Planning



Source: Fort Worth Chamber

Transit Day at the Capitol

Texas Transit Association
organized Transit Day events

Transit agencies from around
Texas met at the Capitol

Transit Coalition of North
Texas (TCNT) was a sponsor



Transit Day at the Capitol

Introduce Trinity Metro to elected officials

One-on-one meetings with elected officials in Austin guided by our Austin Legislative Advocate, Robert Haney

Trinity Metro priority discussion point:
\$25M TEXRail Extension Funding Gap



Transit Day at the Capitol



BOARD OF DIRECTORS

INFORMATION ITEM

ITEM TITLE

Community Engagement Update

MEETING DATE

March 17, 2025

BACKGROUND

Detra Whitmore, PMP, VP of Community Engagement & Customer Service will give an update on customer service, quality review, community outreach efforts and events.

RECOMMENDATION

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

STAFF DISPOSITION

EXECUTIVE LEAD *

Detra Whitmore

DATE

03/03/25

Community Engagement

March 2025

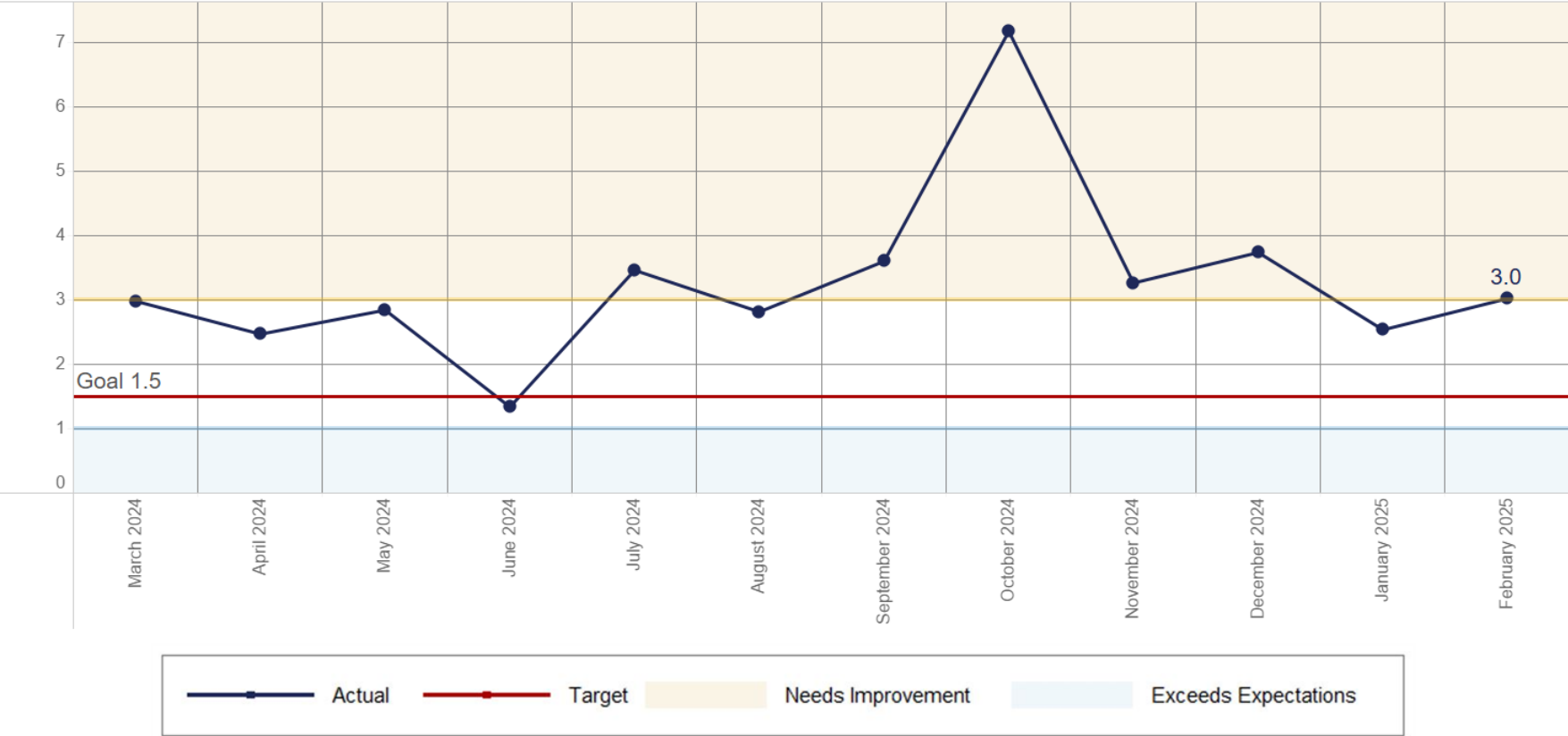
Detra Whitmore, PMP

Vice President of Community Engagement & Customer Service



Paratransit Customer Call

Average Wait Time (Minutes)



CSS Rep Score Card

Team Average 2025



Agent Phone Monitoring Scorecard

Hi, Tamika. When you submit this form, the owner will see your name and email address.

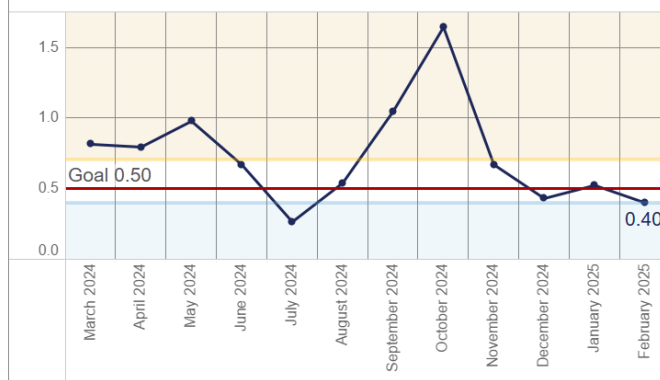
* Required

1. Agent Team: *
2. Agent Name: *
3. Date of Call: *
4. Time of Call: *
27. First Call Resolution 1: Is this the first time the customer has called about this issue? *
28. First Call Resolution 2: Was the Agent able to resolve the problem during this call? *
29. Key Points 6: Did the Agent explain the plan of action to resolve the problem? (1 Point) *
30. Key Points 7: Did the Agent provide an appropriate timeline for resolving the problem? (1 Point) *

Customer Experience Campaign



Valid Complaints per 1k Boardings
ON-DEMAND PARA



PARA
Type of Complaints / Issues

Late
Rude Driver



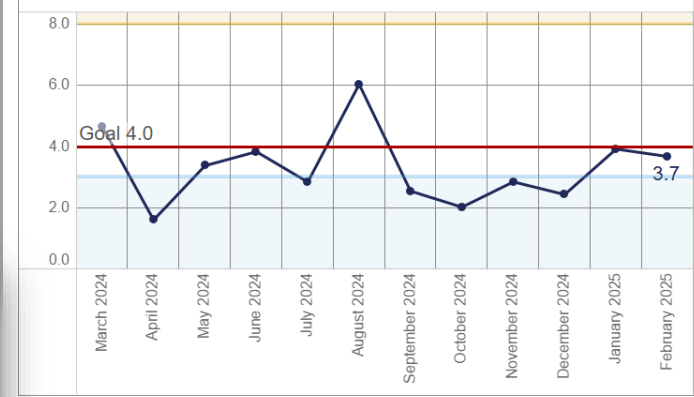
BUS
Type of Complaints / Issues

No show

Driver Refusal

Passed By

Valid Complaints per 100k Boardings
BUS



Current 2nd Qtr. – Jan-March



Cold **Weather**

Warm **Welcomes**

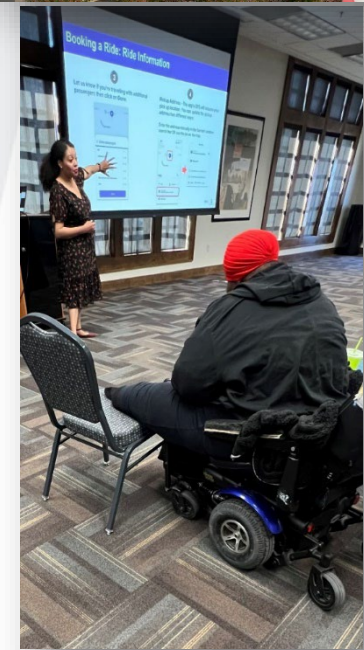


Community Outreach



Where We Have Been

- DaVita Dialysis
- Adult Daycare Centers
- Light House for the Blind
- Fresenius
- FWCS
- Virtual Meetings



Who Did We Reach?

- 13 Paratransit OnDemand app Event trainings
- 129 Attendees
- 34 App downloads
- 5 Scheduled for March



Community Events



February 17, 2025

February 21, 2025



Support our high school
and college students!

RIDETRINITYMETRO.org

TRINITY METRO

817.215.8600

TRINITY METRO



VISIT WITH
**CONGRESSMAN
MARC VEASEY**

WHERE	WHEN
The HRP Clubroom	Feb. 28 12:35-1:15 p.m.

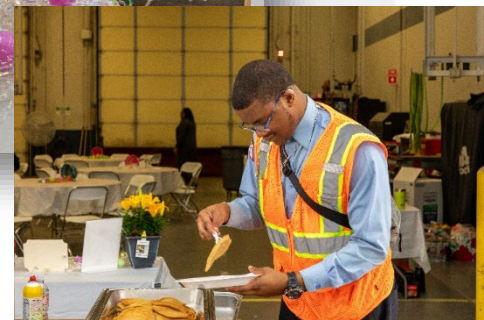
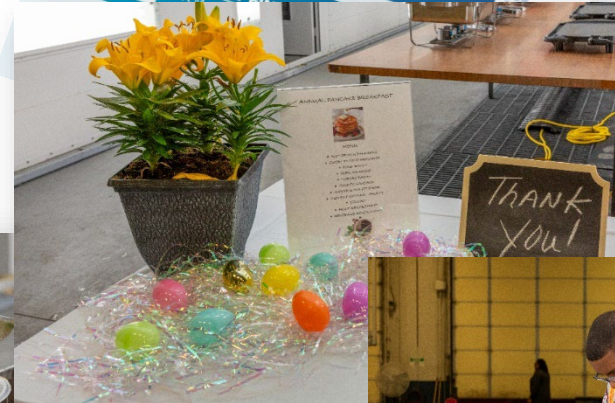
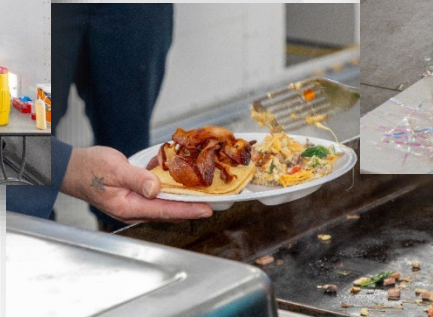
Meet, greet and chat!

RIDETRINITYMETRO.org TRINITY METRO 817.215.8600

February 28, 2025

Upcoming Events

- United Way Spring Campaign – March 4-31, 2025
- National Transit Employee Appreciation Day – March 18, 2025 – 4am-7pm



BOARD OF DIRECTORS
INFORMATION ITEM

ITEM TITLE
January 2025 Financials

MEETING DATE
March 17, 2025

BACKGROUND
The January 2025 financial report is attached for review.

STAFF DISPOSITION

EXECUTIVE LEAD *
Greg Jordan

DATE
03/06/25

Fort Worth Transportation Authority
Statement of Revenues and Expenses
Fiscal Year to Date January 31, 2025

	Fiscal Year 2024		Fiscal Year 2025			
	FY24 YTD	FY24	YTD	Budget	Projection	Variance
Operating Revenue						
Fares						
Multi Modal Fares	1,615,618	5,346,550	1,904,354	5,684,770	5,913,062	228,292
Paratransit Fares	346,153	1,106,858	237,785	1,199,778	713,355	(486,423)
Easy Ride & Corporate	201,836	621,969	226,481	552,000	679,443	127,443
Total Fare Revenue	2,163,607	7,075,377	2,368,620	7,436,548	7,305,860	(130,688)
Other Revenue						
Sales Tax	41,034,630	115,636,529	37,967,815	119,000,000	115,203,445	(3,796,555)
Grapevine/NRHH Contribution	4,699,445	14,125,772	4,727,338	13,700,000	14,182,014	482,014
Contributions from Partners	629,755	2,353,791	477,289	2,250,154	1,883,262	(366,892)
Fort Worth Bike Share	113,613	488,360	124,425	374,168	488,275	114,107
Advertising	141,250	596,479	180,833	582,996	557,499	(25,497)
Rental Income	158,024	634,003	155,403	628,084	634,003	5,919
Investment Income	1,022,246	2,607,910	392,705	3,000,875	1,902,910	(1,097,965)
Other	275,477	942,673	496,277	1,069,944	1,488,831	418,887
Total Other Revenue:	48,074,440	137,385,517	44,522,085	140,606,221	136,340,239	(4,265,982)
Federal/State/Local Income:						
Operating Assistance Grants	3,890,621	5,627,286	520,431	45,000,000	45,000,000	-
Preventative Maintenance Reimb.	-	2,525	-	32,449,598	32,449,598	-
Paratransit Assistance	-	622,647	-	-	-	-
Total Operating Grants	3,890,621	6,252,458	520,431	77,449,598	77,449,598	-
Total Revenue	54,128,668	150,713,352	47,411,136	225,492,367	221,095,697	(4,396,670)

	Fiscal Year 2024		Fiscal Year 2025			
	FY24 YTD	FY24	YTD	Budget	Projection	Variance
Operating Expenses						
Fixed Route Operations						
Salaries & Fringe Benefits	9,012,786	25,597,159	8,994,072	27,636,616	26,707,489	929,127
Services	74,478	270,564	349,038	374,640	373,022	1,618
Purchased Transportation	354,483	942,902	305,763	1,000,566	917,289	83,277
Fuels & Lubricants	8,047	24,870	9,804	27,000	26,412	588
Utilities	51,512	135,958	8,734	7,532	23,202	(15,670)
Other	14,295	81,518	32,465	121,826	117,395	4,431
Total Fixed Route Operations	9,515,601	27,052,971	9,699,876	29,168,180	28,164,809	1,003,371
ON-DEMAND Operations - Microtransit						
Salaries & Fringe Benefits	161,222	467,088	160,511	470,673	469,344	1,329
Services	192	442	-	2,500	2,000	500
Purchased Transportation	2,973,937	8,506,594	1,668,956	10,224,683	9,306,868	917,815
Fuels & Lubricants	130	216	-	-	-	-
Other	210	1,504	-	2,750	1,500	1,250
Total Microtransit	3,135,691	8,975,844	1,829,467	10,700,606	9,779,712	920,894
ON-DEMAND Operations - Paratransit						
Salaries & Fringe Benefits	1,573,438	4,275,629	1,496,177	5,155,126	4,684,302	470,824
Services	195	724	96	3,500	288	3,212
Purchased Transportation	1,178,043	5,626,887	2,382,768	7,739,669	7,698,304	41,365
Fuels & Lubricants	18,309	85,299	81	-	243	(243)
Utilities	15,971	41,506	4,624	34,794	31,872	2,922
Other	1,270	4,622	191	9,600	573	9,027
Total Paratransit	2,787,226	10,034,667	3,883,937	12,942,689	12,415,582	527,107

	Fiscal Year 2024		Fiscal Year 2025			
	FY24 YTD	FY24	YTD	Budget	Projection	Variance
Operating Expenses Continued						
TRE Operations						
Salaries & Fringe Benefits	78,813	25,846	10,688	159,400	47,953	111,447
Services	117,732	327,855	48,000	48,000	144,000	(96,000)
Purchased Transportation	5,823,032	16,655,126	5,874,886	18,997,731	18,997,731	-
Other	10,320	11,579	(238)	-	(714)	714
Total TRE Operations	6,029,897	17,020,406	5,933,336	19,205,131	19,188,970	16,161
TEXRail Operations						
Salaries & Fringe Benefits	141,873	488,679	176,096	474,574	577,329	(102,755)
Services	166,456	1,949,325	1,016,284	2,494,728	2,548,852	(54,124)
Purchased Transportation	7,792,932	22,386,590	5,696,079	24,840,533	24,840,533	-
Fuels & Lubricants	101	141	2,399	-	7,197	(7,197)
Tires & Tubes, Materials	-	48,692	3,224	327,600	49,672	277,928
Utilities	568	1,275	657	4,921	1,971	2,950
Insurance	1,359,623	4,624,178	1,528,674	5,516,177	4,486,022	1,030,155
Security Services	-	930	800	-	2,400	(2,400)
Other	34,829	233,883	37,654	42,557	140,962	(98,405)
Total TEXRail Operations	9,496,382	29,733,693	8,461,867	33,701,090	32,654,938	1,046,152
Bike Share Operations						
Salaries & Fringe Benefits	165,275	482,073	144,104	610,684	602,317	8,367
Services	38,758	137,231	39,856	130,800	119,568	11,232
Fuels & Lubricants	3,097	9,693	3,943	15,600	11,829	3,771
Tires & Tubes, Materials	15,688	29,429	9,439	42,000	28,317	13,683
Utilities	1,440	4,910	1,452	6,000	4,356	1,644
Leases	15,815	51,062	15,994	52,300	47,982	4,318
Other	52,258	26,356	1,471	131,700	17,413	114,287
Total Bike Share Operations	292,331	740,754	216,259	989,084	831,782	157,302
General & Administrative						
Salaries, Wages & Fringe Benefits	9,179,173	25,878,833	8,899,582	27,798,028	26,154,600	1,643,428
Professional Services	1,746,857	7,122,436	2,073,404	7,555,184	7,308,557	246,627
Vehicle & Facilities Maintenance	2,689,276	10,893,024	2,249,221	10,975,152	9,548,482	1,426,670
Software/Systems Maintenance	1,051,889	3,460,011	851,030	3,498,408	3,053,090	445,318
Legal Services	231,871	626,280	428,023	449,000	494,069	(45,069)
Office Supplies & Equipment	467,648	736,886	102,340	473,408	331,973	141,435
Utilities	167,489	687,675	299,333	511,895	697,999	(186,104)
Training/Dues/Memberships	188,793	424,570	106,010	718,010	324,795	393,215
Security Services	674,062	2,587,409	1,072,385	3,066,000	3,064,155	1,845
Purchased Transportation	490,344	1,534,835	511,192	1,566,709	1,681,576	(114,867)
Insurance	86,999	252,125	119,532	447,195	358,596	88,599
Other	42,821	390,458	(4,890)	6,103	882	5,221
Total General & Administrative	17,017,222	54,594,542	16,707,162	57,065,092	53,018,774	4,046,318
Total Operating Expenses:	48,274,350	148,152,877	46,731,904	163,771,872	156,054,566	7,717,306
Operating Income / (Deficit)	5,854,318	2,560,475	679,232	61,720,495	65,041,131	3,320,636

BOARD ACTION ITEM

ITEM NUMBER

BA2025-25

MEETING DATE

March 17, 2025

ITEM TITLE

Fiscal 2025 Authorization to Submit Grant Applications

BACKGROUND

Trinity Metro routinely applies for and receives Federal, State, or local grants to support its transit initiatives. These grants are generally used for capital projects, although certain operating activities are occasionally funded with grants. This Action Item provides Board approval to pursue and submit grants that are intended to fund any budgeted capital or operating activity of Trinity Metro. It also authorizes the Board Chair and Board Secretary to execute any resolution that is required by a grant application that Trinity Metro is submitting.

RECOMMENDATION

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to submit grant applications that will provide Federal, State, and local funding for any budgeted capital or operating activity; and authorizes the Board Chair and Board Secretary to execute any resolution that may be required in support of a grant application.

STAFF DISPOSITION

EXECUTIVE LEAD *

Greg Jordan

DATE

02/21/25

DISPOSITION OF BOARD OF DIRECTORS

SECRETARY APPROVAL

BOARD ACTION ITEM

ITEM NUMBER
BA2025-26

MEETING DATE
March 17, 2025

ITEM TITLE
Mechanical, Electrical, and Plumbing (MEP) Contractors

BACKGROUND

Mechanical, electrical and Plumbing (MEP) services are required to support Trinity Metro's various locations. These service requirements include on-going maintenance as well as immediate needs for repair that cover projects that extend beyond internal capacity. In order for Trinity Metro to access specialized timely support from MEP contractors, we are seeking to award Indefinite Delivery Individual Quantity (IDIQ) contracts to multiple specialized vendors.

PROCUREMENT

Trinity Metro's procurement department followed procurement policy and is in compliance with all applicable Federal, State and Trinity Metro procurement requirements. The following vendors were selected based on the RFP criteria:

- Denali – MEP services
- Basecom – MEP services
- RushCo – Mechanical services

FINANCING

Funds are available in Trinity Metro's annual capital/operating budget. Individual task orders over \$250,000 will be presented to the board for approval.

RECOMMENDATION

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to enter into a contract with Denali Construction Services, Basecom Construction Services and RushCo Energy Specialists Inc. for a three-year contract with two one-year extensions for a total not to exceed amount of \$1,000,000 for the five-year contract term.

STAFF DISPOSITION

EXECUTIVE LEAD*
Wayne Gensler

DATE
02/25/25

DISPOSITION OF BOARD OF DIRECTORS

SECRETARY APPROVAL

BOARD ACTION ITEM

ITEM NUMBER
BA2025-27

MEETING DATE
March 17, 2025

ITEM TITLE
Microsoft Office 365

BACKGROUND

Trinity Metro uses Microsoft Office 365 subscription services for business solutions such as Outlook Exchange, Microsoft Teams, SharePoint and OneDrive. In addition to the applications listed above this subscription also provides Trinity Metro employees access to the standard library of Microsoft Office products such as Word, Excel, PowerPoint and other user-based MS Office applications. The application access to the O365 cloud infrastructure is tied to our on-premise Active Directory security systems that help secure our network from outside cyberattacks through the conditional access capabilities of the O365 as well as a significant number of customized security policies.

PROCUREMENT

The quote for the subscription services was obtained using an established Contract through The Interlocal Purchasing System (TIPS), a national cooperative that offers access to competitively procured purchasing contracts. Contract number 210101 is in line with Trinity Metro's Procurement Policy and federal, state and local purchasing requirements for fair and open competition.

FINANCING

Funds are available in Trinity Metro's FY2025 Operating Budget. Funds for future contract years will be considered in the respective proposed budgets.

RECOMMENDATION

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to execute a one-year software agreement with the TIPS software reseller Software One, Inc., for the purchase and continued software subscription and support of Microsoft O365, in the amount of \$282,871.53 with an 8% contingency of \$22,629.72 for subscription increases, for a total estimated amount of \$305,501.25.

STAFF DISPOSITION

EXECUTIVE LEAD *
Bryan Morrow

DATE
02/18/25

DISPOSITION OF BOARD OF DIRECTORS

SECRETARY APPROVAL

**TRINITY METRO BOARD OF DIRECTORS
RESOLUTION**

**The Local Government Purchasing Cooperative
(R2025-04)**

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, Trinity Metro (hereinafter "Cooperative Member") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act") and has elected to be a Cooperative Member in The Local Government Purchasing Cooperative (hereinafter "Cooperative"), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, et seq., of the Texas Local Government Code; and

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial through the efficiencies and potential savings to be realized.

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

The Board hereby adopts the above-referenced Agreement as presented, thereby becoming a member of the Local Government Purchasing Cooperative and authorizes its Chief Executive Officer to execute the Interlocal Participation Agreement.

Adopted this ____ day of _____, 2025.

ATTEST:

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

Jeff Davis
Chair

Richard Andreski
President & CEO

DISPOSITION OF BOARD OF DIRECTORS

SECRETARY APPROVAL

The Local Government Purchasing Cooperative

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

- Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
- Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice, which will be effective on the 61st day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein

3. Termination.

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. Payments by Cooperative Member.

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
- (a) It meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.
 - (b) The functions and services to be performed under the Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
 - (c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - (e) All requirements – local or state – for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;

- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's servicing contractor, endorsers and sponsors (including, but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

- 13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
- 16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[Signature page follows.]



IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,
as acting on behalf of all other Cooperative Members

By: _____
Dan Troxell, Ph.D., Secretary

Date: _____

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator (Program Contact) for the Cooperative Member is:

Name

Title

Mailing Address

City
Texas, _____
(zip)

Telephone

Email