



**Connect.  
Transit.**

# AGENDA

## GCTD Board of Directors Meeting

The meeting will be in-person 2:00 pm

**September 19, 2023 – 2:00 p.m.**

**Lake Jackson Civic Center**

**333 Highway 332 E**

**Lake Jackson, Tx 77566**

1. Call to order.....Presiding Officer
2. Citizens Comments.....(3Min Max) Presiding Officer
3. Executive Director's Reports.....Sean Middleton
  - a. Update on FTA Triennial.....Sean Middleton
  - b. Operations Report.....Ted Ross
  - c. Finance Report.....Worth Ferguson
    - Financial Audit Report
    - FY 2024 Financial Budget Report
4. Discussion items.....Sean Middleton
  - a. Texas City Administration Building discussion on current lease / building space issues.
  - b. Micro Transit Update
  - c. City of Texas City issuance of late water bill (2.5 Years late) and payment discussion.

5. Consent Agenda.....Presiding Officer  
Consideration and approval of recommendations and acceptance of consent for individual action items (Consent Agenda items may be pulled from this consideration for individual action or presentation.)

- a. Review and approval of the July 2023 Board Minutes.
- b. Review and approval of the July and August 2023 Check Register.

6. Action Items.....Presiding Officer

- a. Consider approval for the Executive Director to enter into a lease for office space not to exceed \$3500.00 monthly.
- b. Consider approval to renew the UTMB Interlocal Contract for provision of Park & Ride services for a rate not to exceed \$250,008 annually or \$20,834 monthly.
- c. Consider approval for the Executive Director to enter into the renewal agreement between Harris County Rides and the Gulf Coast Transit District not to exceed \$72,000 for FY 2024.
- d. Consider approval for the Executive Director to enter into a contract with Sparelabs and provide for the transition from traditional fixed route service to a pure Micro transit service one-year pilot project across Galveston and Brazoria Counties.
- e. Consider approval for the Executive Director to renew 1 year period with 2 one-year extension options Interlocal agreements to provide public transportation for the Cities of Texas City, Angleton, Clute, Lake Jackson, Dickinson, La Marque, Freeport, and San Leon / Bacliff.
- f. Consider approval to reimburse the Gulf Coast Center for construction costs not to exceed \$370,563.04.
- g. Consider approval to pay the Goodman Corporation for services rendered not to exceed \$162,132.74.
- h. Consider approval of the FY 2024 Financial Budget.
- i. Consider approval for the cost-of-living increase of 4% for all GCTD employees on October 1, 2023.

- j. Consider approval of the FY 2024 Texas Municipal League Insurance Coverage increasing liability insurance rates by 6%.
- k. Consider approval to increase the Executive Director's salary from \$122,400 to \$140,000 annually.
- l. Consider approval to purchase Lytx cameras for all vehicles with one-time installation cost not to exceed \$125,000 and monthly subscription not to exceed \$1800.00 per month.
- m. Consider approval for facility security cameras with a one-time charge not to exceed \$17,000 and monthly subscription fee not to exceed \$2,000 monthly for 60 months.

7. Next Meeting:

Due to Holiday meeting moved ahead one week to November 14, 2023, 2:00 pm at the Texas City Administration Building – 1415 33<sup>rd</sup> St N, Texas City, Texas.

8. Adjournment .....Presiding Officer

I hereby certify posting this Notice and Agenda at 1:00pm. on September 14,2023  
At Galveston County Court House and Brazoria County Courthouse.



Lisa Womack, Board secretary

"Pursuant to the Texas Government Code, Section 551.127, on a regular non-emergency basis members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on the agenda."

# OPERATIONS REPORT

TED ROSS, DIRECTOR OF OPERATIONS  
September 19, 2023

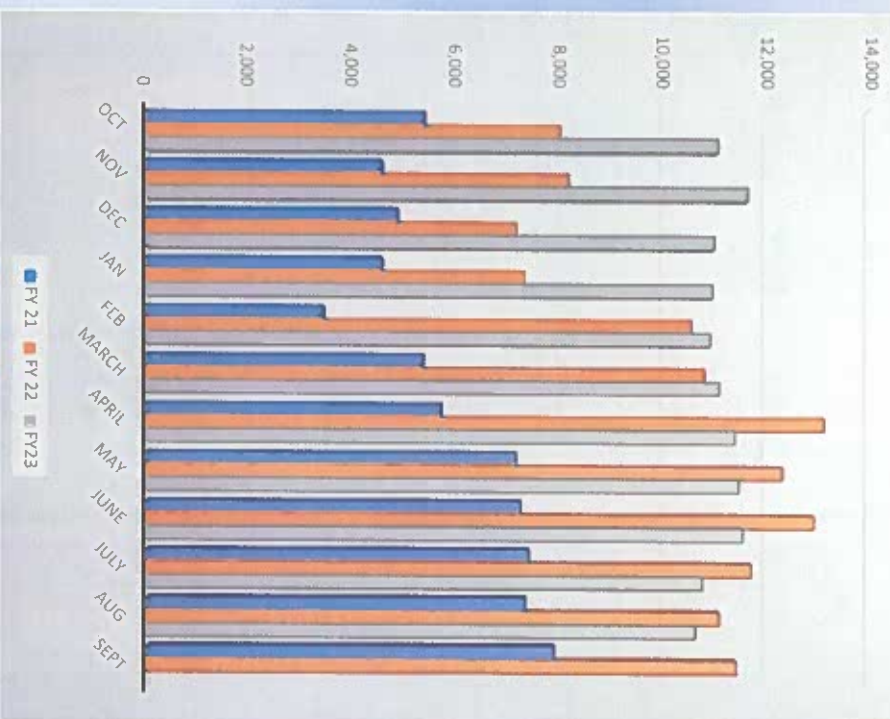
BRAZORIA AND GALVESTON COUNTY

**PARA-TRANSIT**  
FIXED ROUTE  
PARK AND RIDE





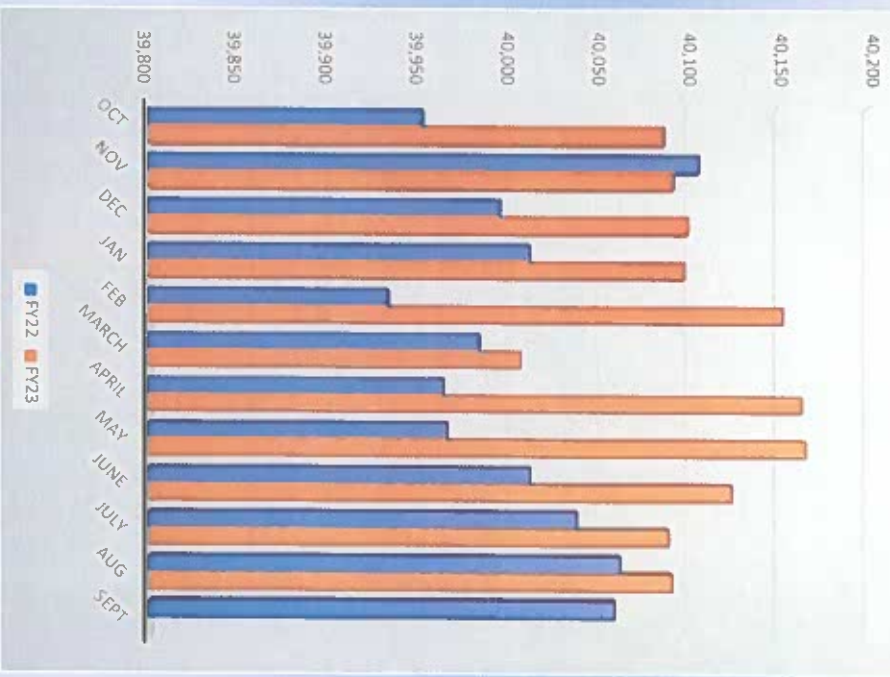
### Galveston County Fixed Route



### FIXED ROUTE:

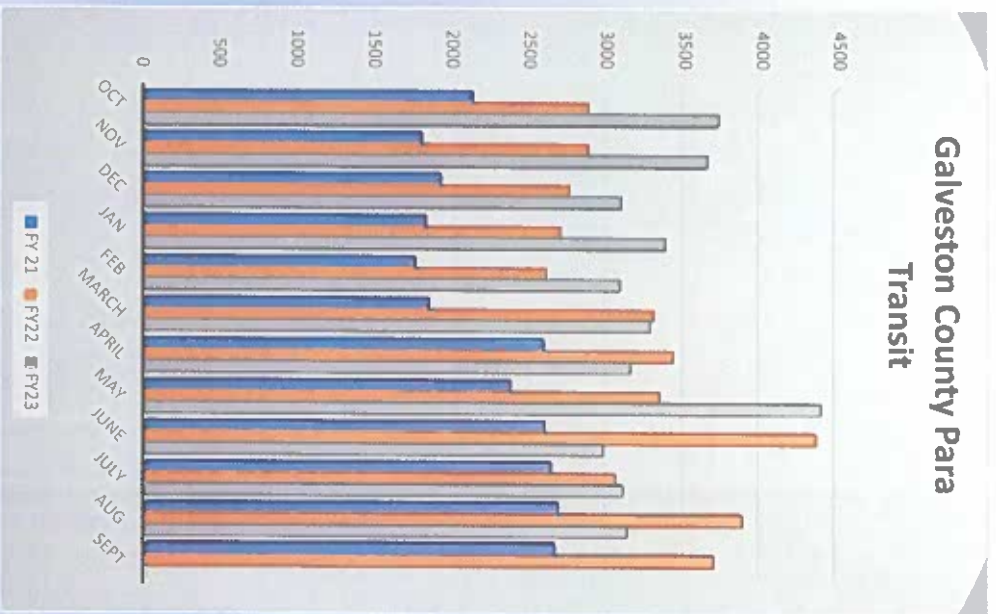
	FY21	FY22	FY23
OCT.	5,401	8,022	11,087
NOV.	4,558	8,190	11,659
DEC.	4,868	7,174	11,010
JAN.	4,559	7,340	10,980
FEB.	3,429	10,577	10,930
MAR.	5,370	10,823	11,101
APRIL	5,713	13,115	11,408
MAY	7,169	12,319	11,469
JUNE	7,249	12,916	11,552
JULY	7,413	11,722	10,782
AUG.	7,350	11,097	10,641
SEPT.	7,901	11,427	
<b>TOTAL</b>	<b>70,980</b>	<b>124,722</b>	<b>122,619</b>

### Total Miles





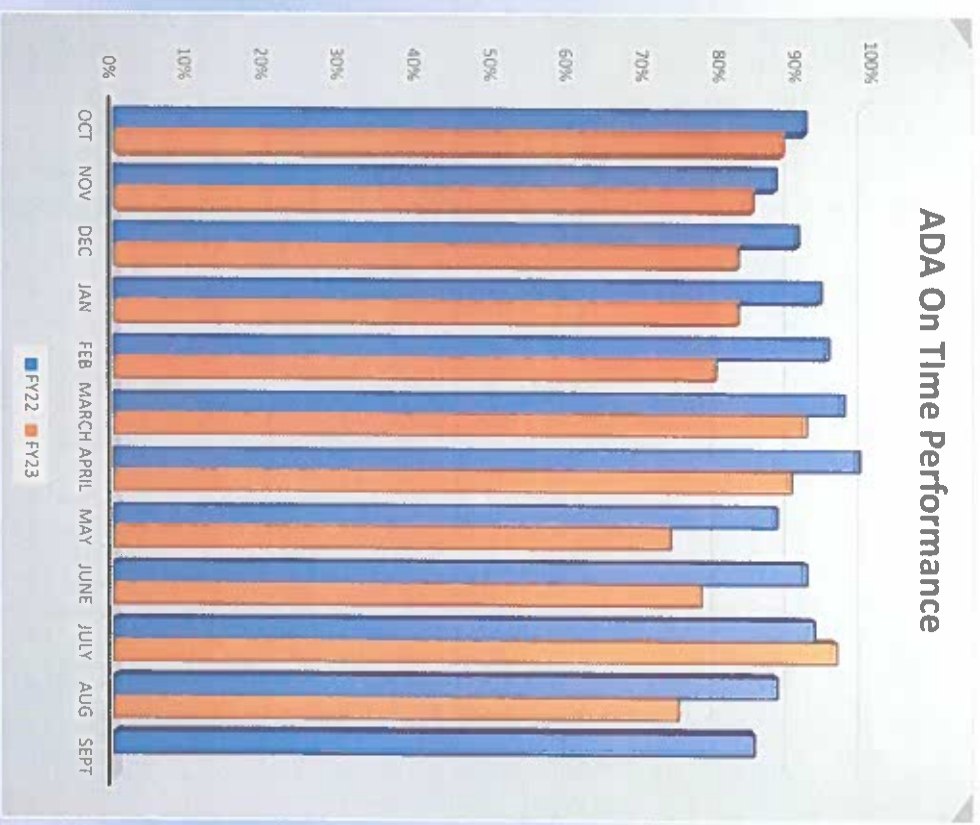
## Galveston County Para Transit



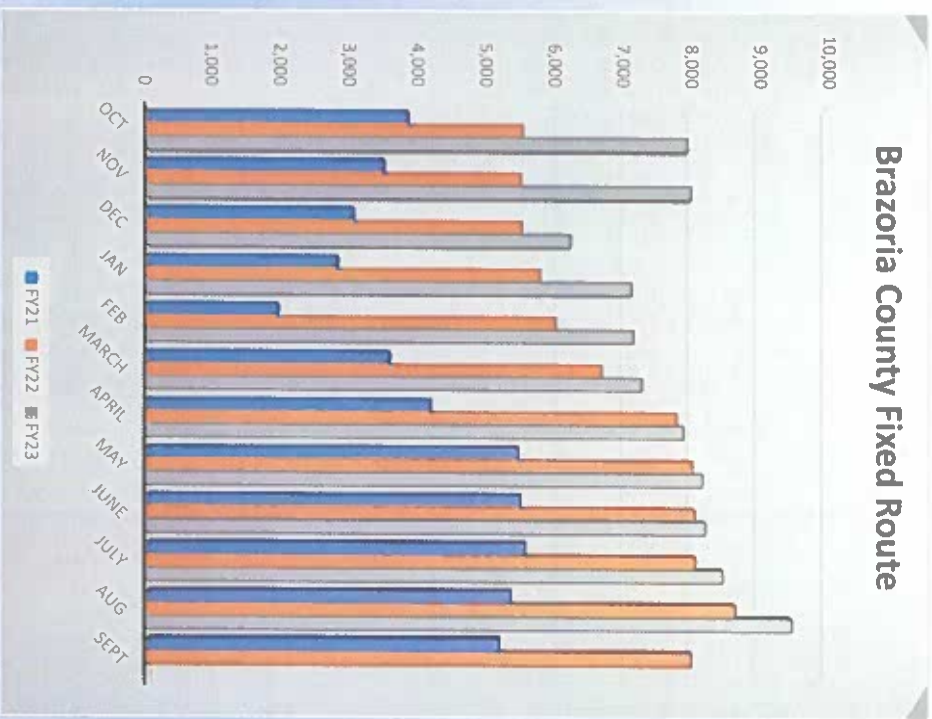
### Para-Transit:

	FY21	FY22	FY23
Oct	2,124	2,882	3,722
Nov	1,795	2,878	3,648
Dec	1,918	2,758	3,094
Jan	1,818	2,701	3,379
Feb	1,750	2,603	3,084
March	1,839	3,303	3,281
April	2,587	3,427	3,151
May	2,369	3,342	4,388
June	2,594	4,357	2,976
July	2,635	3,054	3,102
Aug	2,683	3,873	3,126
Sept	2,658	3,686	
<b>Total</b>	<b>26,770</b>	<b>38,864</b>	<b>36,951</b>

## ADA On Time Performance



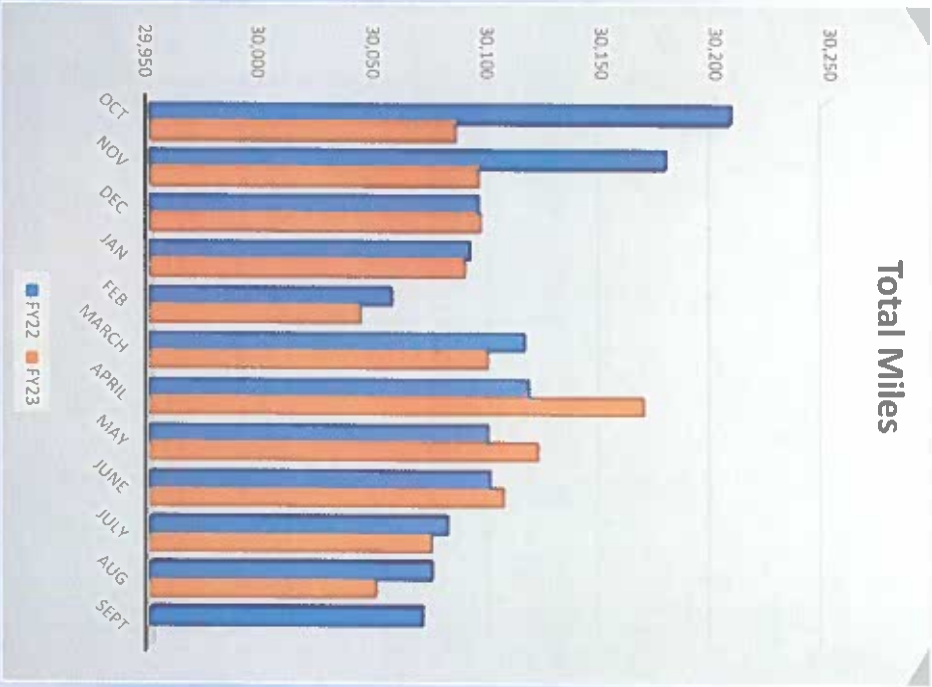
### Brazoria County Fixed Route



### Fixed Route:

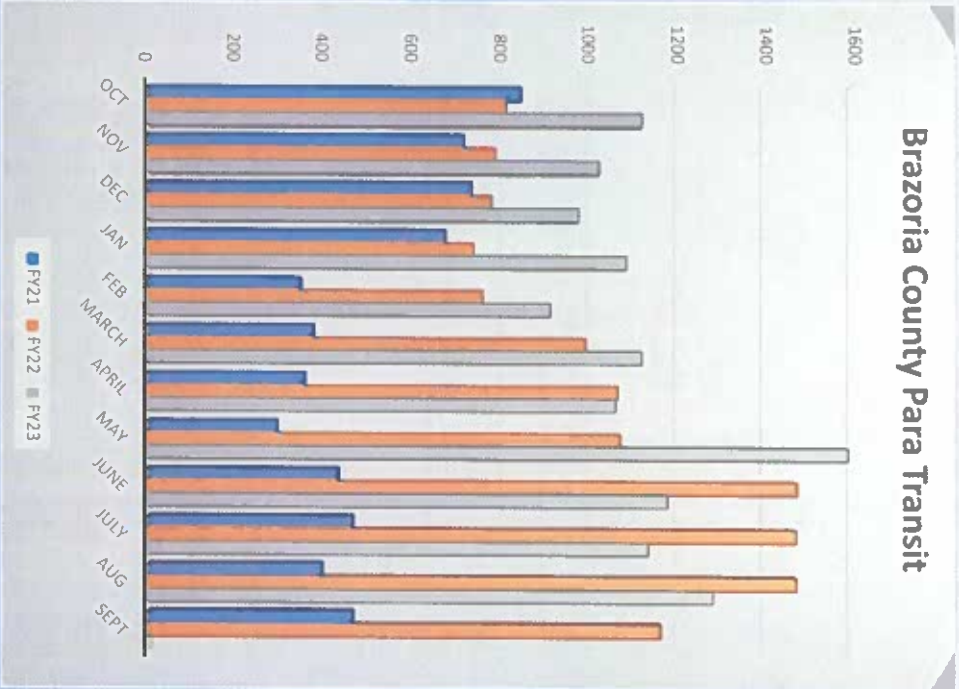
	FY21	FY22	FY23
Oct	3,830	5,526	7,957
Nov	3,474	5,500	8,010
Dec	3,022	5,513	6,227
Jan	2,790	5,787	7,131
Feb	1,905	6,012	7,159
March	3,553	6,686	7,279
April	4,167	7,803	7,892
May	5,458	8,034	8,176
June	5,487	8,061	8,216
July	5,560	8,075	8,467
Aug	5,347	8,661	9,478
Sept	5,173	8,013	9,478
Total	49,766	83,671	85,992

### Total Miles





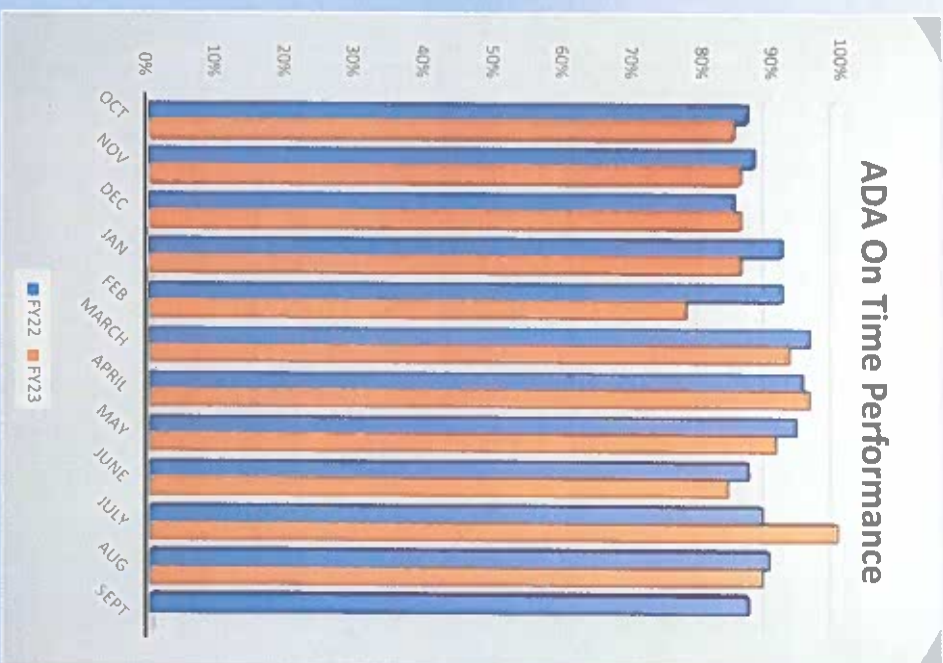
## Brazoria County Para Transit



### Para-Transit:

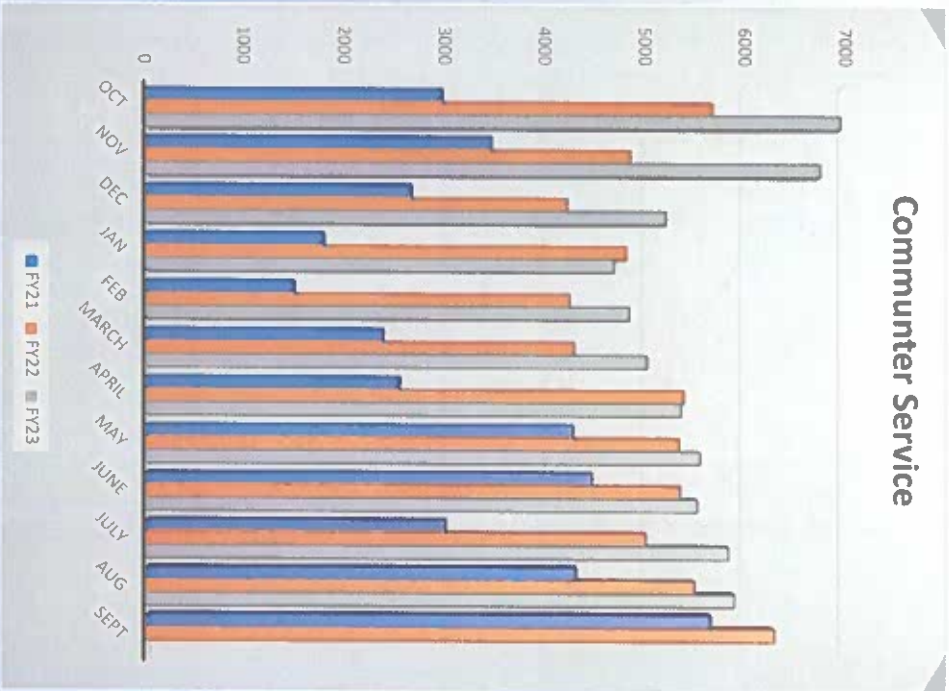
	FY21	FY22	FY23
Oct	848	814	1,123
Nov	717	789	1,025
Dec	735	780	979
Jan	674	739	1,088
Feb	345	760	914
March	375	995	1,122
April	355	1,069	1,063
May	291	1,074	1,589
June	432	1,475	1,180
July	321	1,168	1,136
Aug	394	1,473	1,282
Sept	465	1,165	1,250
<b>Total</b>	<b>5,952</b>	<b>12,301</b>	<b>12,501</b>

## ADA On Time Performance





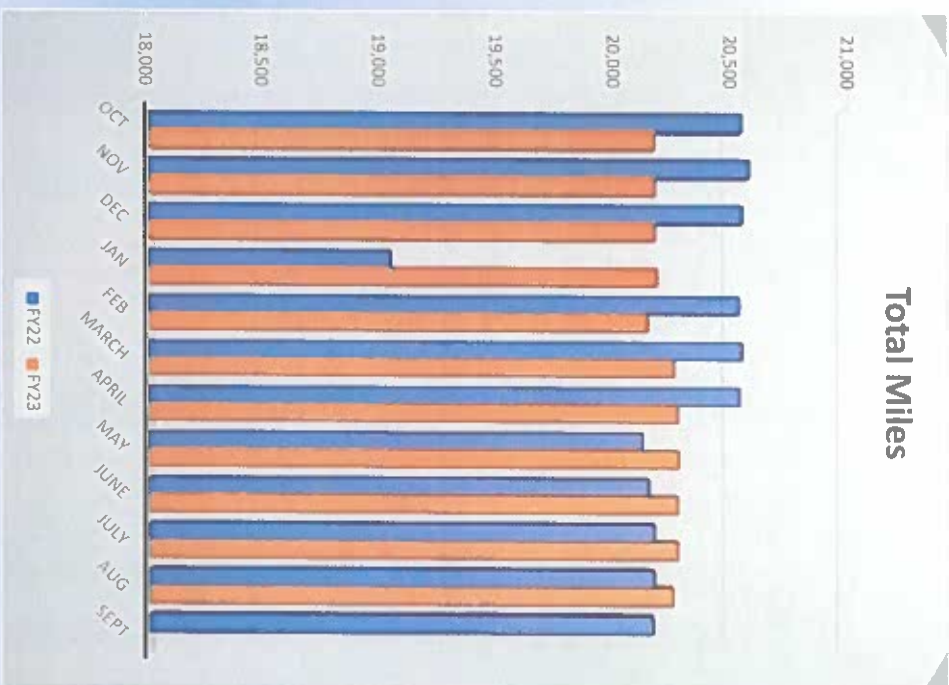
### Commuter Service



### Park and Ride

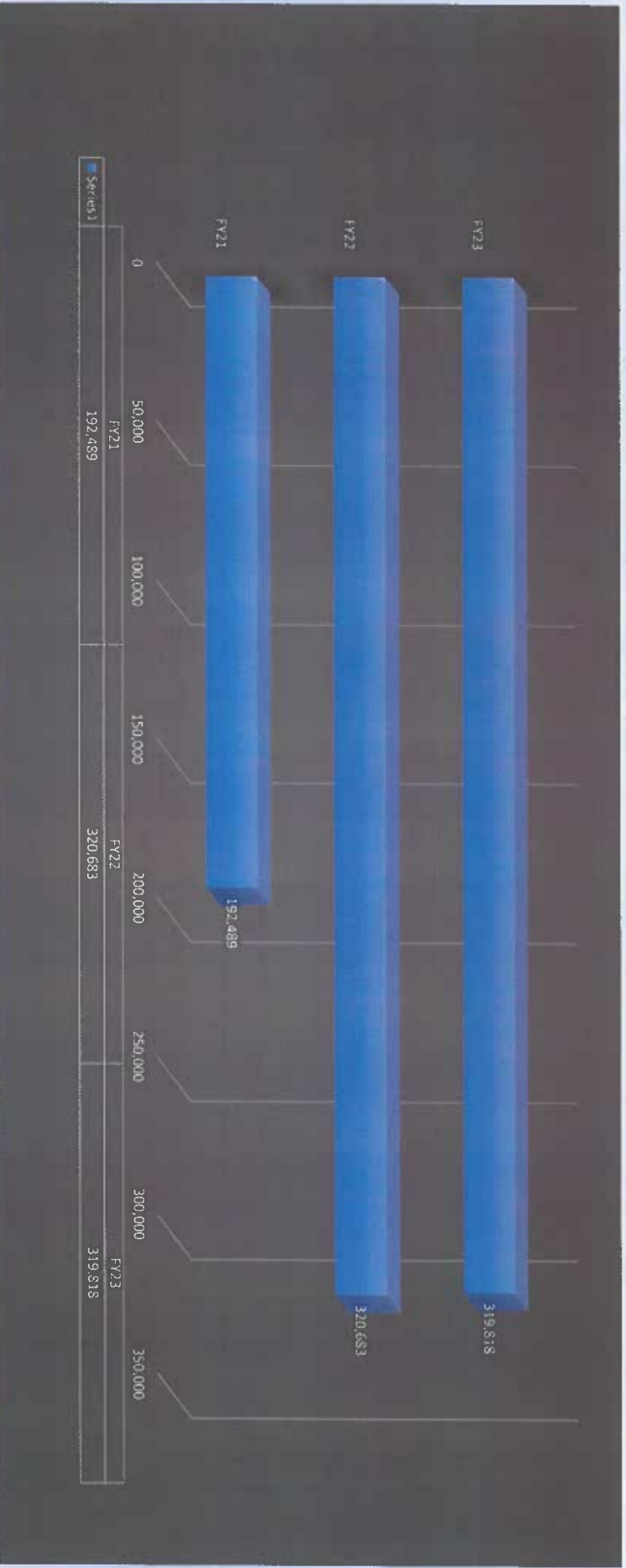
	FY21	FY22	FY23
Oct	2,972	5,693	6,968
Nov	3,474	4,868	6,767
Dec	2,653	4,228	5,220
Jan	1,777	4,828	4,699
Feb	1,478	4,254	4,855
March	2,377	4,298	5,030
April	2,541	5,403	5,373
May	4,284	5,355	5,562
June	4,476	5,368	5,532
July	3,005	5,020	5,845
Aug	4,314	5,506	5,904
Sept	5,670	6,304	
Total	39,021	61,125	61,755

### Total Miles





# Total Ridership For all Modes of Transportation



## Staffing Report

- Brazoria County:

- 0 – CDL Positions Open
- 0 – Non CDL Position Open
- 2 – Part Time Position Open
- 0 – Porter Position Open
- 0 – Mechanic Position Open

- Galveston County:

- 2 – CDL Position Open
- 1 – Park and Ride Position Open
- 8 – Non CDL Position Open
- 0 – Porter Position Open
- 0 – Mechanic Position Open
- 1 – Dispatcher Position Open

## **Report on Audit of Financial Statements**

### ***Opinion***

We have audited the accompanying financial statements of the Gulf Coast Transit District (Transit District), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Transit District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Gulf Coast Transit District, as of September 30, 2021, and the changes in financial position and its cash flows, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Report on Compliance for Each Major Federal Program**

### ***Opinion on Each Major Federal Program***

We have audited Gulf Coast Transit District's compliance with the types of compliance requirements identified as subject to the audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of Gulf Coast Transit District's major federal programs for the year ended September 30, 2021. Gulf Coast Transit District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Gulf Coast Transit District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

## **Findings for SEFA and Single Audit**

### **Findings Related to Financial Statements Reported in Accordance with**

#### ***Government Auditing Standards***

**Finding Number:** FS-2021-001

**Repeat Finding:** No

**Type of Finding:** Material Weakness

**Description:** Internal Controls Over Accounting Records and Financial Reporting Condition

The Transit District's management did not have adequate internal control procedures in place over the financial statement reporting process using the basis of accounting required by generally accepted accounting principles (GAAP). A number of adjusting journal entries were identified during the audit of the financial statements.

**Finding Number:** FS-2021-001

**Contact Person:** Worth Ferguson, Director of Finance and Administration

**Anticipated Completion Date:** Policy planned by 1/1/2024; Internal controls implementation already underway and most implemented currently with rest coming by adoption of policy by the Board; Cash Receipts process review and changes by 1/1/2024; and Disaster Recovery by 3/1/2024.

**Planned Corrective Action:**

The Transit District has changed most of the personnel in Finance and Administration, which improved expertise and performance. The Transit District is implementing controls to ensure all purchases are reviewed and approved before purchasing, that purchase document is tied to invoice(s) upon receipt, invoices are date marked upon receipt, Payments for all expenses are reviewed against invoice and purchase approval (if applicable) and approved before payment, Journal Entries are approved by a separate individual before posting, checks are signed appropriately according to policy and all documentation for each expense is in the accounting system. The Transit District is also working on a new comprehensive Finance and Administration policy which will include all new controls implemented, a more robust capital assets section, and more specific user access rules for finance. The Transit District will work on and adopt a disaster recovery plan. Employee training for the new policy, all new controls, and security awareness will occur. A review of the cash receipts process will occur, and alterations will be made to improve security, separation of duties, and documentation.

**Finding Number:** FS-2021-002

**Repeat Finding:** No

**Type of Finding:** Material Weakness

**Description:** Internal Controls Over Cash Balances and Bank Reconciliations Condition

The Transit District did not have adequate internal controls over cash balances and bank reconciliations.

**Finding Number:** FS-2021-002

**Contact Person:** Worth Ferguson, Director of Finance and Administration

**Anticipated Completion Date:** Policy and new reconciliation plan by 1/1/2024



**Planned Corrective Action:**

The Transit District has changed most of the personnel in Finance and Administration, which improved expertise and performance. The Transit District is also working on a new comprehensive Finance and Administration policy which will include all new controls implemented. An improved reconciliation process is being developed and training for employees will be provided upon completion of the new process. The new Reconciliation process will include performer and reviewer signatures. The Transit District new policy will note that all months will be locked down upon completion of all draws and reconciliations related to the month.

**Finding Number:** FS-2021-003

**Repeat Finding:** No

**Type of Finding:** Significant Deficiency

**Description:** Internal Controls Over Disbursements

Condition

The Transit District lacked proper internal controls over disbursements.

**Finding Number:** 2021-001

**Repeat Finding:** No

**Type of Finding:** Noncompliance, Significant Deficiency

**Compliance Requirement:** Activities Allowed or Unallowed; Allowable Costs/Cost Principles

Condition

The Transit District lacked proper internal controls over disbursements.

**Finding Number:** FS-2021-003

**Finding Number:** 2021-001

**Contact Person:** Worth Ferguson, Director of Finance and Administration

**Anticipated Completion Date:** Policy and new reconciliation plan by 1/1/2024

**Planned Corrective Action:**

The Transit District has changed most of the personnel in Finance and Administration, which improved expertise and performance. The Transit District is also working on a new comprehensive Finance and Administration policy which will include all new controls implemented. The new policy will contain a purchase policy (which has already begun implementation), training expectations, grant use policies (including late fees policy), and payroll. The Transit District has better documented rationale for expense allocation for grants and continues to improve on this through improved expense tracking and assignment to programs for grants.

**Finding Number:** 2021-002

**Repeat Finding:** No

**Type of Finding:** Noncompliance, Significant Deficiency

**Compliance Requirement:** Procurement, Suspension and Debarment

Condition

The Transit District did not meet the requirement to verify that covered transactions were only made to an entity that was not suspended or debarred or otherwise excluded. Additionally, the Transit District did not follow federal guidelines for a purchase exceeding the small purchases threshold.

**Finding Number:** 2021-002

**Contact Person:** Worth Ferguson, Director of Finance and Administration

**Anticipated Completion Date:** Policy and new reconciliation plan by 1/1/2024

**Planned Corrective Action:**

The Transit District has changed most of the personnel in Finance and Administration, which improved expertise and performance. The Transit District is also working on a new comprehensive Finance and Administration policy which will include all new controls implemented. Procurement procedures will be updated and strengthened in the new policy including ensuring documentation of quotes and suspension and disbarment are checked, reviewed, and documented in the procurement file.





	Current Month (July)	Budget	Difference vs Budget	Previous Month (December)	Difference vs Previous Month
Operations - Galveston County	\$ 266,799.17	\$ 207,646.17	\$ 59,153.00	\$ 333,514.01	\$ (66,714.85)
Operations - Brazoria County	\$ 98,203.22	\$ 144,856.42	\$ (46,653.20)	\$ 149,791.85	\$ (51,588.63)
Operations - Harris County Rides	\$ 112.70	\$ -	\$ 112.70	\$ 575.40	\$ (462.70)
Operations - Rural	\$ 58,864.19	\$ 76,597.50	\$ (17,733.31)	\$ 68,477.56	\$ (9,613.37)
Operations - Total	\$ 423,979.27	\$ 429,100.08	\$ (5,120.81)	\$ 552,358.82	\$ (128,379.55)
Maintance - Galveston County	\$ 83,504.87	\$ 43,970.75	\$ 39,534.12	\$ 59,437.28	\$ 24,067.59
Maintance - Brazoria County	\$ 33,392.67	\$ 28,634.67	\$ 4,758.01	\$ 35,960.11	\$ (2,567.43)
Maintance - Rural	\$ 15,616.52	\$ 16,090.00	\$ (473.48)	\$ 13,391.63	\$ 2,224.88
Maintance - Total	\$ 132,514.06	\$ 88,695.42	\$ 43,818.64	\$ 108,789.02	\$ 23,725.04
Administration - Galveston County	\$ 51,056.45	\$ 49,537.83	\$ 1,518.62	\$ 59,514.53	\$ (8,458.08)
Administration - Brazoria County	\$ 24,978.36	\$ 41,220.83	\$ (16,242.47)	\$ 28,886.66	\$ (3,908.30)
Administration - Rural	\$ 18,742.07	\$ 16,437.50	\$ 2,304.57	\$ 21,721.83	\$ (2,979.76)
Administration - Total	\$ 94,776.88	\$ 107,196.17	\$ (12,419.29)	\$ 110,123.02	\$ (15,346.14)
Total Drawable Expenses	\$ 651,270.21	\$ 624,991.67	\$ 26,278.54	\$ 771,270.86	\$ (120,000.65)
Total Ineligible Expenses	\$ 3,104.74	\$ -	\$ 3,104.74	\$ 7,745.31	\$ (4,640.57)
Total Expenses	\$ 654,374.95	\$ -	\$ 654,374.95	\$ 779,016.17	\$ (124,641.22)

<u>Category</u>	<u>Funding Source</u>	<u>Amount</u>
TXLM OPS	Local	\$ 260,352.58
TXLM MAINT	TCLM: TX-2022-01	\$ 60,304.00
TXLM MAINT	TCLM: TX-2022-01	\$ 23,200.87
LJA OPS	LJA OPS: TX-2022-(	\$ 95,014.60
LJA Maint	LJA Maint: TX-202	\$ 33,392.67
Ineligible Ops	Local	\$ 2,461.70
Ineligible Maint	Local	\$ (367.41)
Ineligible Admin	Local	\$ 1,010.45
Rural Admin	PA: State-R-2022-(	\$ 3,748.41
Rural Admin	PA: 5311-2022-GC	\$ 14,993.65
Rural Maint	PM: 5311-2022-GC	\$ 12,493.21
Rural Maint	PM: State-R-2022-	\$ 3,123.30
Rural Ops	OPS: 5311-2022-G	\$ 28,239.41
Rural Ops	OPS: STATE-R-202(	\$ 28,239.41
Harris County Rides	Harris County Ride	\$ 112.70
LJA ADMIN	LJA: State-U-2022-(	\$ 9,486.00
LJA ADMIN	Local	\$ 15,492.36
TXLM ADMIN	Local	\$ 51,056.45

Total Overtime	
Operations	\$ 18,655.04
Maintenance	\$ 2,050.75
Administration	\$ -
Total	\$ 20,705.79

**Note on Difference vs Budget:**

The Budget was based on the expense split used last year, however, we have are now using a more accurate split for the expenses based on the information used in the PTN-128 reporting. This resulted in an increase in TCLM expenses, a decrease in LJA expenses, and a small increase in Rural expenses



**Connect  
Transit.**

**July 18, 2023**

## **Board Meeting Minutes**

1. **Call to order** Quorum was established at 2:00 p.m. Chairman Holmes opened the meeting.  
**Following: Board Members were present:** Stephen Holmes, Dude Payne, Gerald Roznovsky, Neal Bess Jr., Rick Elizondo, Amy Skicki, Thelma Bowie, Modesto Mundo, Chris Whittaker, Tim Kelty, Neal Cooper
2. **Citizens Comments: none**
3. **Executive Directors Report:** Sean spoke about updates on Spare labs, gave an update on Board approved activities such as money saved on bringing maintenance in house  
**Operations Report:** Sean spoke about Ridership trending in good direction Park and ride ridership, Ridership for para transit and fixed route are both up. We have two non CDL positions in Brazoria avail, Three CDL in Galveston County, two Park and Ride open all over positions have been filled.
4. **Budget and Finance Report:** Worth spoke to the FYI 2023 Budget spoke on funding sources and upcoming Grant funding
5. **Consent Agenda:**  
Consideration and Approval or Recommendations and Acceptance of Consent Agenda items. (Consent agenda items may be pulled from the consideration for individual action or presentation)
  - a. **Review and approval of May 2023 Board Minutes.**  
On motion by Dude Payne, seconded by Amy Skicki the board voted to approve the May 2023, Board minutes. The motion was carried with all members voting in favor.
  - b. **Review and approval of May and June Check Register** on motion by Dude Payne seconded by Amy Skicki, the board voted to approve May and June Check Register. The motion was carried with all members voting in favor.



**6. Action Items:**

a. Lease of Space Consider authorization and approval for Executive Director to proceed with termination of the lease, with the City of Texas lease of space at the GCTD Administration facility on motion by chairman Holmes the board voted to table this item until next Board Meeting.

b. Consider approval to purchase a bus shelter for use by UTMB and to be reimbursed for the cost by UTMB in an amount not to exceed \$15,000. motion by Tim Kelty, seconded by Dude Payne, the board voted on approval to purchase a bus shelter for use by UTMB and to be reimbursed for the cost by UTMB in an amount not to exceed \$15,000. Motion carried all members voting in favor.

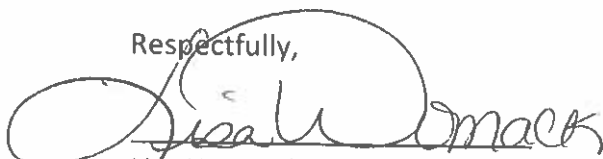
c. Consider approval of the Districts Drug & Alcohol Policy as amended July 7, 2023 on motion by Dude Payne seconded by Neal Bess Jr, the board voted on approval of the Districts Drug & Alcohol Policy as amended July 7, 2023 motion carried all members voting in favor.

**7. Upcoming Meeting Date September 19, 2023 2:00 pm  
Location 101 Canna Ln. Lake Jackson**

**8. Adjournment**

There being no further business to bring before the Board of Directors, the meeting was adjourned at 2:54 pm

Respectfully,



Lisa Womack  
Secretary to Board of Directors

Approved as to Content and Forum,

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Stephen Holmes  
Chairman of the Board of Directors



**JULY 2023 CHECK REGISTER**

<b><u>Check #</u></b>	<b><u>Vendor</u></b>	<b><u>Amount</u></b>	<b><u>Date</u></b>
3426	Alert Alarms	\$ 760.00	7/6/2023
3427	Allen & Kerber	\$ 2,772.74	7/6/2023
3428	AlSCO	\$ 341.96	7/6/2023
3429	Amazon Capital Services	\$ 2,789.16	7/6/2023
3430	Auto Zone	\$ 7.42	7/6/2023
3431	Avis Rent A Car	\$ 1,287.00	7/6/2023
3432	Centerpoint Energy	\$ 89.41	7/6/2023
3433	Cintas	\$ 341.54	7/6/2023
3434	City of Lake Jackson	\$ 163.63	7/6/2023
3435	City of Lake Jackson - IRR	\$ 31.00	7/6/2023
3436	Comcast Business	\$ 783.73	7/6/2023
3437	Engie Resources LLC	\$ 383.16	7/6/2023
3438	Gay Walker	\$ 336.22	7/6/2023
3439	GB Tech	\$ 4,680.00	7/6/2023
3440	Kaye Starustka	\$ 1,951.20	7/6/2023
3441	O'Reilly	\$ 840.44	7/6/2023
3442	Sandra Sabatier - VOID 381.75	\$ -	7/6/2023
3443	The Aftermarket Parts Company LLC	\$ 964.16	7/6/2023
3444	TML Intergovernmental Risk Pool	\$ 87,897.75	7/6/2023
3445	Yaklin Ford	\$ 2,765.09	7/6/2023
3446	Allen & Kerber	\$ 1,433.40	7/6/2023
3447	Avis Rent A Car	\$ 9,698.63	7/6/2023
3448	Cintas	\$ 742.16	7/6/2023
3449	Engie Resources LLC	\$ 1,617.55	7/6/2023
3450	O'Reilly	\$ 1,385.82	7/6/2023
3451	Avis Rent A Car	\$ 8,812.76	7/6/2023
3452	O'Reilly	\$ 978.45	7/6/2023
3453	O'Reilly	\$ 750.46	7/6/2023
3454	O'Reilly	\$ 1,673.80	7/7/2023
3455	O'Reilly	\$ 227.66	7/7/2023
3456	Angela Carter	\$ 392.21	7/10/2023
3457	Cassy Head	\$ 951.44	7/10/2023
3458	Cecila Ford	\$ 308.65	7/10/2023
3459	Cheryl Bryant	\$ 395.13	7/10/2023
3460	Micahel Tryals Jr	\$ 697.36	7/10/2023
3461	Orazette Bowie	\$ 1,573.57	7/10/2023
3462	Staci Manning	\$ 482.70	7/10/2023
3463	Torian Nixon	\$ 892.90	7/10/2023
3464	Dell Business Credit	\$ 6,007.06	7/10/2023
3465	DISA Global Solutions	\$ 953.34	7/10/2023
3466	Harris County Accounts Reveivable	\$ 348.48	7/11/2023
3467	Texas Bus Sales	\$ 9,961.30	7/11/2023
3468	Tracy Herrington	\$ 76.68	7/11/2023
3469	Waste Connections	\$ 181.17	7/11/2023





3470	Sandra Sabatier	\$ 381.75	7/13/2023
3471	A-1 Fire Equipment	\$ 1,065.00	7/18/2023
3472	AFCO Insurance	\$ 3,512.79	7/18/2023
3473	AIRGAS USA	\$ 122.79	7/18/2023
3474	Amazon Capital	\$ 747.87	7/18/2023
3475	AT&T	\$ 199.30	7/18/2023
3476	Blender Direct	\$ 2,598.00	7/18/2023
3477	BlueTriton	\$ 275.30	7/18/2023
3478	City of League City	\$ 327.34	7/18/2023
3479	City of Texas City	\$ 946.33	7/18/2023
3480	David Johnson	\$ 1,662.35	7/18/2023
3481	DISA Global Solutions	\$ 1,734.12	7/18/2023
3482	Dreyfus Printing	\$ 65.00	7/18/2023
3483	Heinfeld, Meech & Co.	\$ 4,000.00	7/18/2023
3484	Hilary Dick	\$ 140.36	7/18/2023
3485	Kleen Supply Company	\$ 400.40	7/18/2023
3486	Olson & Olson	\$ 240.00	7/18/2023
3487	Sandra Jones	\$ 709.04	7/18/2023
3488	Sanda Sabitier	\$ 189.77	7/18/2023
3489	The Brandt Companies	\$ 1,130.91	7/18/2023
3490	VOW22	\$ 1,000.00	7/18/2023
3491	Xerox Financial Services	\$ 295.90	7/18/2023
3492	Xerox Financial Services	\$ 292.77	7/18/2023
3493	Sandra Jones	\$ 656.49	7/19/2023
3494	Texas Bus Sales	\$ 2,525.77	7/26/2023

AUGUST 2023 CHECK REGISTER

<u>Check #</u>	<u>Vendor</u>	<u>Amount</u>	<u>Date</u>
3495	A-Line Auto Parts	\$ 244.85	8/1/2023
3496	AlSCO	\$ 341.96	8/1/2023
3497	Amazon Capital	\$ 2,330.98	8/1/2023
3498	AT&T	\$ 244.30	8/1/2023
3499	Auto Plus Auto Parts	\$ 14.50	8/1/2023
3500	AutoZone	\$ 27.51	8/1/2023
3501	Avis Rent A Car	\$ 9,493.18	8/1/2023
3502	Centerpoint Energy	\$ 31.83	8/1/2023
3503	Cintas	\$ 450.44	8/1/2023
3504	City of Lake Jackson	\$ 163.63	8/1/2023
3505	City of Lake Jackson - IRR	\$ 31.00	8/1/2023
3506	Coastal Direct Auto and Fleet Services	\$ 80.00	8/1/2023
3507	Dreyfus Printing	\$ 65.00	8/1/2023
3508	Engie Resources LLC	\$ 485.49	8/1/2023
3509	Gass Automotive	\$ 462.00	8/1/2023
3510	GB Tech	\$ 2,925.00	8/1/2023
3511	Grease Monkey	\$ 204.00	8/1/2023
3512	Hunton Services	\$ 6,826.44	8/1/2023
3513	Jack Scott	\$ 103.49	8/1/2023
3514	M&R Fleet Services	\$ 1,788.29	8/1/2023
3515	Matthews Inc	\$ 2,640.00	8/1/2023
3516	Pitney Bowes, Inc.	\$ 176.70	8/1/2023
3517	TJ's Lube Shop	\$ 102.00	8/1/2023
3518	TnT Signs	\$ 588.00	8/1/2023
3519	Waste Connections	\$ 181.17	8/1/2023
3520	Avis Rent A Car	\$ 9,660.03	8/1/2023
3521	Centerpoint Energy	\$ 37.44	8/1/2023
3522	Engie Resources LLC	\$ 465.59	8/1/2023
3523	Avis Rent A Car	\$ 4,109.35	8/1/2023
3524	Engie Resources LLC	\$ 1,793.52	8/1/2023
3525	AIRGAS USA	\$ 35.14	8/10/2023
3526	Alert Alarms	\$ 3,605.00	8/10/2023
3527	Allen & Kerber	\$ 1,947.36	8/10/2023
3528	Amazon Capital	\$ 209.64	8/10/2023
3529	Barbra Glass	\$ 80.70	8/10/2023
3530	Coastal Direct Auto and Fleet Services	\$ 80.00	8/10/2023
3531	Comcast Business	\$ 784.41	8/10/2023
3532	Courtney Davis	\$ 26.00	8/10/2023
3533	Creative Bus Sales	\$ 330,204.00	8/10/2023
3534	Full Source	\$ 115.39	8/10/2023
3535	Goodyear Commercial Tire	\$ 4,950.40	8/10/2023
3536	Harris County Accounts Receivable	\$ 136.98	8/10/2023
3537	Iris Crow	\$ 6.00	8/10/2023
3538	Kaye Starustka	\$ 3,675.90	8/10/2023



3539	Language Line Services	\$ 11.60	8/10/2023
3540	Marcus Coleman	\$ 730.00	8/10/2023
3541	O'Reilly	\$ 262.31	8/10/2023
3542	Sandra Sabatier	\$ 309.96	8/10/2023
3543	T & C Cleaners	\$ 207.40	8/10/2023
3544	Allen & Kerber	\$ 4,045.97	8/10/2023
3545	Dreyfus Printing	\$ 637.73	8/10/2023
3546	GB Tech	\$ 3,404.06	8/11/2023
3547	Goodyear Commercial Tire	\$ 1,432.00	8/11/2023
3548	O'Reilly	\$ 4,680.00	8/11/2023
3549	Allen & Kerber	\$ 8,684.86	8/11/2023
3550	O'Reilly	\$ 398.37	8/11/2023
3551	TNT Signs	\$ 270.00	8/11/2023
3552	Transportation Equipment Sales Corp	\$ 717.47	8/11/2023
3553	O'Reilly	\$ 1,023.77	8/11/2023
3554	Yaklin Ford	\$ 1,477.78	8/11/2023
3555	O'Reilly	\$ 483.13	8/11/2023
3556	Yaklin Ford	\$ 1,521.78	8/11/2023
3557	Amazon Capital	\$ 766.28	8/18/2023
3559	BTG	\$ 29.47	8/18/2023
3560	Caring Commercial Cleaning	\$ 961.54	8/18/2023
3561	Christopher Conner	\$ 120.00	8/18/2023
3562	City of League City	\$ 327.34	8/18/2023
3563	Dell Business Credit	\$ 907.03	8/18/2023
3564	Gass Automotive	\$ 462.00	8/18/2023
3565	Gillig LLC	\$ 1,911.54	8/18/2023
3566	Goodyear Commercial Tire	\$ 255.00	8/18/2023
3567	Harris County Toll Road Authority	\$ 5.60	8/18/2023
3568	Johnson Controls	\$ 586.00	8/18/2023
3569	Model 1	\$ 748.54	8/18/2023
3570	N-Stiches Embroidery	\$ 110.00	8/18/2023
3571	Northern Tool & Equipment	\$ 499.99	8/18/2023
3572	Olson & Olson	\$ 480.00	8/18/2023
3573	Texas City-LaMarque Chamber	\$ 760.00	8/18/2023
3574	TJ's Lube Shop	\$ 25.50	8/18/2023
3575	Xerox Financial Services	\$ 292.77	8/18/2023
3576	Xerox Financial Services	\$ 295.90	8/18/2023
3577	AT&T	\$ 338.06	8/18/2023
3578	Hertz	\$ 4,333.20	8/22/2023
3579	Waste Connections	\$ 181.17	8/29/2023
3580	Transportation Equipment Sales Corp	\$ 464.80	8/29/2023
3581	TnT Signs	\$ 3,065.00	8/29/2023
3582	Sean Jackson	\$ 45.99	8/29/2023
3583	National Notary Association	\$ 54.00	8/29/2023
3584	Leo Martin Chevrolet	\$ 273.64	8/29/2023
3585	Jennifer Whitmore	\$ 120.00	8/29/2023
3586	Hunton Services	\$ 6,484.43	8/29/2023

3587	Engie Resources LLC	\$	516.04	8/29/2023
3588	DISA Global Solutions	\$	2,561.88	8/29/2023
3589	Craig Kovacs	\$	7.00	8/29/2023
3590	City of Texas City	\$	485.23	8/29/2023
3591	Centerpoint Energy	\$	31.83	8/29/2023
3592	BlueTriton Brands	\$	124.79	8/29/2023
3593	AT&T	\$	234.34	8/29/2023
3594	Amazon Capital Services	\$	112.50	8/29/2023
3595	Engie Resources LLC	\$	478.01	8/29/2023
3596	Centerpoint Energy	\$	36.35	8/29/2023
3597	Engie Resources LLC	\$	365.81	8/29/2023



STATE OF TEXAS §

COUNTY OF GALVESTON §

### INTERLOCAL CONTRACT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **Gulf Coast Transit District (District)**, a political subdivision of the State of Texas, created pursuant to Chapter 458 of the Texas Transportation Code and the **City of La Marque (City)**, a political subdivision of the State of Texas incorporated pursuant to Chapter 43 of the Local Government Code.

### RECITALS

**WHEREAS**, pursuant to the Act, the City and the District are authorized to contract with eligible political subdivisions of the state of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, the District operates a public transportation service in the Galveston County municipalities of Dickinson, La Marque, and Texas City (Texas City/La Marque UZA);

**WHEREAS**, the District also provides transportation services within the Texas City/La Marque UZA;

**WHEREAS**, the Texas Department of Transportation (TxDOT) is the "designated recipient" for federal formula funding distributed annually by the Federal Transit Administration (FTA) to small urbanized areas to support the planning, capital, and operation of public transportation services;

**WHEREAS**, the District, through an agreement with the "designated recipient" is the "Direct Recipient" to receive and expend Federal Transit Administration (FTA) Section 5307 formula funds, apportioned to the Texas City/La Marque UZA, to support transit services;

**WHEREAS**, the District receives State of Texas public transportation funds to operate transit services, to pay for transit capital needs in the Texas City/La Marque UZA, and to provide a local share match for FTA Section 5307 formula funds;

**WHEREAS**, the District has developed a funding plan to fund transit services which support the municipalities of Dickinson, La Marque, and Texas City. This plan will be reviewed on an annual basis to reflect adjustments based on changes in service levels;

**WHEREAS**, the District may construct pedestrian-transit sidewalk improvements and other capital improvements over the duration of this agreement. If these projects are agreed upon by the District and the City, these capital construction projects will be executed under separate Interlocal Agreements between the District and City.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District agree to the following terms, covenants, and conditions:

## **ARTICLE 1 – TEXAS CITY/LA MARQUE/DICKINSON TRANSIT PLAN**

The District and City agree that the continuation and improvement to transit services and other related services will be in accordance with the proposed guidance of the District's Board of Directors, and that the District will provide such services in accordance with all state and federal requirements. The initial operating plan may from time to time be adjusted in the interest of providing the most cost-effective transit services, in accordance with the provisions of this Agreement.

## **ARTICLE 2 – FINANCIAL COMMITMENT OF STAKEHOLDERS**

The City agrees to contribute its local share and to provide these funds to the District on a timely basis, subject to invoices from the District. Should routes and schedules change significantly, the local contribution may be adjusted, subject to approval by the District and City.

The District agrees to establish an escrow account for local share fund from Dickinson, La Marque, and Texas City. Funds within the account will be used solely to support the transit services described herein.

## **ARTICLE 3 – TERMS OF AGREEMENT**

This Agreement is for a one (1) year period with two (2) one year extension options. After the option period(s), this agreement may be renewed thereafter on a yearly basis, subject to confirmation by the City and stakeholders that have confirmed their continuing local share commitment to the District's other Transit Services.

## **ARTICLE 4 – CANCELLATION OF AGREEMENT**

This Agreement may be cancelled at any time by either party through the provision of a sixty (60) day notice of intent to terminate.

## **ARTICLE 5 – INDEMNIFICATION**

To the extent authorized by the Constitution and laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, the District shall indemnify and hold harmless the City, its Council, employees and agents from all suits, actions, claims, costs, or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions, including the negligence, of District or District's agents or employees in the execution or performance of this Agreement.

It is understood by District that this "hold harmless" clause means that if the District is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the District will be responsible for any costs resulting from the damage, death, or injury, to the extent allowable by law.

## **ARTICLE 6 - LIABILITY**

**Section 6.01 – No Personal Liability of District.** To the extent allowed by law, the District's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

**Section 6.02 – No Personal Liability of City.** To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.



**ARTICLE 7 – MISCELLANEOUS**

Section 7.01 – Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 7.02 – Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission to the address stated in this section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Transit District, 1415 33<sup>rd</sup> Street N., Texas City, Texas 77590, to the attention of the Executive Director.

City of La Marque \_\_\_\_\_ to the attention of the \_\_\_\_\_.

Section 7.03 – Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

Section 7.04 – Legal Construction. In Case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 7.05 – Amendments. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the Center or their successors and permitted assigns.

Section 7.06 – Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants, and conditions of this Agreement.

Section 7.07 – Time is of the Essence. Time is of the essence in this Agreement.

Section 7.08 – Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

**GULF COAST TRANSIT DISTRICT**

By: \_\_\_\_\_  
Sean Middleton,  
Executive Director

Approved as to form:

\_\_\_\_\_  
General Counsel to the Gulf Coast Transit District

**CITY OF LA MARQUE, TEXAS**

By: \_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

STATE OF TEXAS §

COUNTY OF GALVESTON §

### INTERLOCAL CONTRACT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **Gulf Coast Transit District (District)**, a political subdivision of the State of Texas, created pursuant to Chapter 458 of the Texas Transportation Code and the **City of Texas City (City)**, a political subdivision of the State of Texas incorporated pursuant to Chapter 43 of the Local Government Code.

### RECITALS

**WHEREAS**, pursuant to the Act, the City and the District are authorized to contract with eligible political subdivisions of the state of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, the District operates a public transportation service in the Galveston County municipalities of Dickinson, La Marque, and Texas City (Texas City/La Marque UZA);

**WHEREAS**, the District also provides transportation services within the Texas City/La Marque UZA;

**WHEREAS**, the Texas Department of Transportation (TxDOT) is the "designated recipient" for federal formula funding distributed annually by the Federal Transit Administration (FTA) to small urbanized areas to support the planning, capital, and operation of public transportation services;

**WHEREAS**, the District, through an agreement with the "designated recipient" is the "Direct Recipient" to receive and expend Federal Transit Administration (FTA) Section 5307 formula funds, apportioned to the Texas City/La Marque UZA, to support transit services;

**WHEREAS**, the District receives State of Texas public transportation funds to operate transit services, to pay for transit capital needs in the Texas City/La Marque UZA, and to provide a local share match for FTA Section 5307 formula funds;

**WHEREAS**, the District has developed a funding plan to fund transit services which support the municipalities of Dickinson, La Marque, and Texas City. This plan will be reviewed on an annual basis to reflect adjustments based on changes in service levels;

**WHEREAS**, the District may construct pedestrian-transit sidewalk improvements and other capital improvements over the duration of this agreement. If these projects are agreed upon by the District and the City, these capital construction projects will be executed under separate Interlocal Agreements between the District and City.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District agree to the following terms, covenants, and conditions:

## **ARTICLE 1 – TEXAS CITY/LA MARQUE/DICKINSON TRANSIT PLAN**

The District and City agree that the continuation and improvement to transit services and other related services will be in accordance with the proposed guidance of the District's Board of Directors, and that the District will provide such services in accordance with all state and federal requirements. The initial operating plan may from time to time be adjusted in the interest of providing the most cost-effective transit services, in accordance with the provisions of this Agreement.

## **ARTICLE 2 – FINANCIAL COMMITMENT OF STAKEHOLDERS**

The City agrees to contribute its local share and to provide these funds to the District on a timely basis, subject to invoices from the District. Should routes and schedules change significantly, the local contribution may be adjusted, subject to approval by the District and City.

The District agrees to establish an escrow account for local share fund from Dickinson, La Marque, and Texas City. Funds within the account will be used solely to support the transit services described herein.

## **ARTICLE 3 – TERMS OF AGREEMENT**

This Agreement is for a one (1) year period with two (2) one year extension options. After the option period(s), this agreement may be renewed thereafter on a yearly basis, subject to confirmation by the City and stakeholders that have confirmed their continuing local share commitment to the District's other Transit Services.

## **ARTICLE 4 – CANCELLATION OF AGREEMENT**

This Agreement may be cancelled at any time by either party through the provision of a sixty (60) day notice of intent to terminate.

## **ARTICLE 5 – INDEMNIFICATION**

To the extent authorized by the Constitution and laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, the District shall indemnify and hold harmless the City, its Council, employees and agents from all suits, actions, claims, costs, or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions, including the negligence, of District or District's agents or employees in the execution or performance of this Agreement.

It is understood by District that this "hold harmless" clause means that if the District is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the District will be responsible for any costs resulting from the damage, death, or injury, to the extent allowable by law.

## **ARTICLE 6 - LIABILITY**

**Section 6.01 – No Personal Liability of District.** To the extent allowed by law, the District's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

**Section 6.02 – No Personal Liability of City.** To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

## **ARTICLE 7 – MISCELLANEOUS**

**Section 7.01 – Laws.** The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

**Section 7.02 – Notices.** All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission to the address stated in this section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Transit District, 1415 33<sup>rd</sup> Street N., Texas City, Texas 77590, to the attention of the Executive Director.

City of Texas City, 1801 9<sup>th</sup> Avenue N., Texas City, Texas 77592, to the attention of the Mayor.

**Section 7.03 – Texas Law to Apply and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

**Section 7.04 – Legal Construction.** In Case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

**Section 7.05 – Amendments.** No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the Center or their successors and permitted assigns.

**Section 7.06 – Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants, and conditions of this Agreement.

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THIS AGREEMENT has been executed by the parties on the date and year first above written.

**GULF COAST TRANSIT DISTRICT**

By: \_\_\_\_\_

Sean Middleton,  
Executive Director

Approved as to form:

\_\_\_\_\_  
General Counsel to the Gulf Coast Transit District

**CITY OF TEXAS CITY, TEXAS**

By: \_\_\_\_\_

City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

STATE OF TEXAS §

COUNTY OF GALVESTON §

**INTERLOCAL CONTRACT**

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**RECITALS**

**WHEREAS**, pursuant to the Act, the City and the District are authorized to contract with eligible political subdivisions of the state of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, the District operates a public transportation service in the Galveston County municipalities of Dickinson, La Marque, and Texas City (Texas City/La Marque UZA);

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## **ARTICLE 1 – TEXAS CITY/LA MARQUE/DICKINSON TRANSIT PLAN**

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## **ARTICLE 3 – TERMS OF AGREEMENT**

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To the extent authorized by the Constitution and laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, the District shall indemnify and hold harmless the City, its Council, employees and agents from all suits, actions, claims, costs, or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions, including the negligence, of District or District's agents or employees in the execution or performance of this Agreement.

It is understood by District that this "hold harmless" clause means that if the District is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the District will be responsible for any costs resulting from the damage, death, or injury, to the extent allowable by law.

## **ARTICLE 6 - LIABILITY**

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Section 6.02 – No Personal Liability of City. To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.



## ARTICLE 7 – MISCELLANEOUS

Section 7.01 – Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 7.02 – Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission to the address stated in this section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Transit District, 1415 33<sup>rd</sup> Street N., Texas City, Texas 77590, to the attention of the Executive Director.

City of La Marque \_\_\_\_\_ to the attention of the \_\_\_\_\_.

Section 7.03 – Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

Section 7.04 – Legal Construction. In Case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 7.05 – Amendments. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the Center or their successors and permitted assigns.

Section 7.06 – Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants, and conditions of this Agreement.

Section 7.07 – Time is of the Essence. Time is of the essence in this Agreement.

Section 7.08 – Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

**GULF COAST TRANSIT DISTRICT**

By: \_\_\_\_\_

Sean Middleton,  
Executive Director

Approved as to form:

\_\_\_\_\_  
General Counsel to the Gulf Coast Transit District

**CITY OF LA MARQUE, TEXAS**

By: \_\_\_\_\_

City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

STATE OF TEXAS §

COUNTY OF BRAZORIA §

### INTERLOCAL CONTRACT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **Gulf Coast Transit District (District)**, established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), and the **City of Freeport (City)**, a Texas Home Rule City originally incorporated in April, 1960.

### RECITALS

**WHEREAS**, pursuant to the Act, the City and the District are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, the District has been operating public transportation system since 2021, to serve southern Brazoria County and the City of Freeport (UZA), located within southern Brazoria County, and the specific communities of Angleton, Clute, Freeport, and Lake Jackson;

**WHEREAS**, the District provides transportation services within the City and surrounding area;

**WHEREAS**, the cities of Angleton, Clute, and Lake Jackson also participate in the District's program;

**WHEREAS**, the Texas Department of Transportation (TxDOT) is the "designated recipient" for federal formula funding distributed annually by the Federal Transit Administration (FTA) to small urbanized areas to support the planning, development, and operation of public transportations services;

**WHEREAS**, the District, through an agreement with the "designated recipient" is the "Direct Recipient" and the names FTA "grantee" to receive the federal formula funding to support transit services in southern Brazoria County;

**WHEREAS**, the District as the FTA "Direct Recipient", can file grants, received federal funding, oversee transit services contracts, develop capital facilities and entire into interlocal agreements with project partners;

**WHEREAS**, the District also receives State of Texas public transportation funding to assist in the provision of transportation services within the urbanized area;

**WHEREAS**, the District has developed a transit services Funding Plan, to begin implementation in FY 2024 to provide continuing transit services within the urbanized area; and,

**WHEREAS**, the District may implement pedestrian-transit connectivity and other capital improvements over the duration of this agreement to be secured through separate Interlocal Agreements between the District and the City;

**WHEREAS**, the District has developed a projection of local share contributions, among the four (4) constituent cities within the urbanized area, which will be reviewed on an annual basis and adjusted as necessary to reflect actual experienced costs.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District agree to the following terms, covenants, and conditions:

**ARTICLE 1 – SOUTHERN BRAZORIA COUNTY TRANSIT PLAN**

The District and City agree that the continuation and improvement to transit and other related services will be operated in accordance with the proposed guidance of the District Board of Directors, and that the District will provide such services in accordance with all state and federal requirements. The initial operating plan may from time to time be adjusted in the interest of providing the most cost-effective transit services, in accordance with the provisions of this Agreement.

**ARTICLE 2 – FINANCIAL COMMITMENT OF STAKEHOLDERS**

The City agrees to provide its respective local share component, as indicated in Exhibit B, necessary to match other available state and federal resources, and to provide these resources to the District on a timely basis, subject to invoices from the District. Financial commitments from the City will be dependent upon the joint financial commitments of other Southern Brazoria County Transit Services (SBCT) stakeholders. Should routes and schedules require adjustment, due to the addition or subtraction of participating cities, the financial commitment of the City will be adjusted, subject to approval by the District and City.

The District agrees to establish an escrow account on behalf of the Southern Brazoria County Transit Service, which will be the depository for local share financial commitments from the stakeholders supporting the transit services. Funds within the account will be used solely to match state and federal funding, and to support the transit services described herein.

**ARTICLE 3 – TERM OF AGREEMENT**

This Agreement is for a one (1) year period with two (2) one year extension options. After the option period(s), this agreement may be renewed thereafter on a yearly basis, subject to confirmation by the City and stakeholders that have confirmed their continuing local share commitment to the District's other Transit Services.

**ARTICLE 4 – CANCELLATION OF AGREEMENT**

The agreement may be cancelled at any time by either party providing sixty (60) days notice of intention to terminate.

**ARTICLE 5 - INDEMNIFICATION**

To the extent authorized by the Constitution and laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, the District shall indemnify and hold harmless the City, its Council, employees and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by

the acts or omissions, including the negligence, of the District or District's agents or employees in the execution or performance of this Agreement.

It is understood by the District that this "hold harmless" clause means that if the District is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the District will be responsible for any costs resulting from the damage, death or injury, to the extent allowable by law.

#### **ARTICLE 6 - LIABILITY**

Section 6.01 – No Personal Liability of the District. To the extent allowed by law, the District's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 6.02 – No Personal Liability of the City. To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

#### **ARTICLE 7 - MISCELLANEOUS**

Section 7.01 – Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 7.02 – Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery.

Gulf Coast Transit District, 1415 33<sup>rd</sup> Street North, Texas City, Texas 77590, to the attention of the Chief Executive Officer.

City of Freeport, 200 W 2<sup>nd</sup> Street, Freeport, Texas 77541, to the attention of Mr. Tim Kelty, City Manager.

Section 7.03 – Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas and Brazoria County, Texas.

Section 7.04 – Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 7.05 – Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the District or their successors and permitted assigns.

Section 7.06 – Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants, and conditions of this Agreement.

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Section 7.08 – Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

**GULF COAST TRANSIT DISTRICT**

By: \_\_\_\_\_

Sean Middleton,  
Executive Director

Approved as to form:

\_\_\_\_\_  
General Counsel to the Gulf Coast Transit District

**CITY OF FREEPORT, TEXAS**

By: \_\_\_\_\_

Tim Kelty,  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

**WHEREAS**, the District has developed a projection of local share contributions, among the four (4) constituent cities within the urbanized area, which will be reviewed on an annual basis and adjusted as necessary to reflect actual experienced costs.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District agree to the following terms, covenants, and conditions:

#### **ARTICLE 1 – SOUTHERN BRAZORIA COUNTY TRANSIT PLAN**

The District and City agree that the continuation and improvement to transit and other related services will be operated in accordance with the proposed guidance of the District Board of Directors, and that the District will provide such services in accordance with all state and federal requirements. The initial operating plan may from time to time be adjusted in the interest of providing the most cost-effective transit services, in accordance with the provisions of this Agreement.

#### **ARTICLE 2 – FINANCIAL COMMITMENT OF STAKEHOLDERS**

The City agrees to provide its respective local share component, as indicated in Exhibit B, necessary to match other available state and federal resources, and to provide these resources to the District on a timely basis, subject to invoices from the District. Financial commitments from the City will be dependent upon the joint financial commitments of other Southern Brazoria County Transit Services (SBCT) stakeholders. Should routes and schedules require adjustments, due to the addition or subtraction of participating cities, the financial commitment of the City will be adjusted, subject to approval by the District and City.

The District agrees to establish an escrow account on behalf of the Southern Brazoria County Transit Service, which will be the depository for local share financial commitments from the stakeholders supporting the transit services. Funds within the account will be used solely to match state and federal funding, and to support the transit services described herein.

#### **ARTICLE 3 – TERM OF AGREEMENT**

This Agreement is for a one (1) year period with two (2) one year extension options. After the option period(s), this agreement may be renewed thereafter on a yearly basis, subject to confirmation by the City and stakeholders that have confirmed their continuing local share commitment to the District's other Transit Services.

#### **ARTICLE 4 – CANCELLATION OF AGREEMENT**

This Agreement may be cancelled at any time by either party providing sixty (60) days notice of intention to terminate.

#### **ARTICLE 5 - INDEMNIFICATION**

To the extent authorized by the Constitution and laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, the District shall indemnify and hold harmless the City, its Council, employees and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by

STATE OF TEXAS §

COUNTY OF BRAZORIA §

**INTERLOCAL CONTRACT**

This Interlocal Contract (“Agreement”) is made and entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”), by and between the **Gulf Coast Transit District (District)**, established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), and the **City of Angleton (City)**, a Texas Home Rule City originally incorporated in January, 1913.

**RECITALS**

**WHEREAS**, pursuant to the Act, the District and City are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, the District has been operating public transportation system since 2021 to serve southern Brazoria County and the Lake Jackson/Angleton Urbanized Area (UZA), located within southern Brazoria County, and the specific communities of Angleton, Clute, Freeport, and Lake Jackson;

**WHEREAS**, the District provides transportation services within the City and surrounding area;

**WHEREAS**, the cities of Clute, Freeport, and Lake Jackson also participate in the program;

**WHEREAS**, the Texas Department of Transportation (TxDOT) is the “designated recipient” for federal formula funding distributed annually by the Federal Transit Administration (FTA) to small urbanized areas to support the planning, development, and operation of public transportation services;

**WHEREAS**, the District, through an agreement with the “designated recipient” is the “Direct Recipient” and the named FTA “grantee” to receive the federal formula funding to support transit services in southern Brazoria County;

**WHEREAS**, the District as the FTA “Direct Recipient”, can file grants, receive federal funding, oversee transit service contracts, develop capital facilities and enter into interlocal agreements with project partners;

**WHEREAS**, the District also received State of Texas public transportation funding to assist in the provision of transportation services within the urbanized area;

**WHEREAS**, the District has developed a transit services Funding Plan, to begin implementation in FY 2024 to provide continuing transit services with the urbanized area;

**WHEREAS**, the District may implement pedestrian-transit connectivity and other capital improvements over the duration of this agreement to be secured through separate Interlocal Agreements between the District and City; and,



the acts or omissions, including the negligence, of District or District's agents or employees in the execution or performance of this Agreement.

It is understood by District that this "hold harmless" clause means that if the District is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the District will be responsible for any costs resulting from the damage, death or injury, to the extent allowable by law.

#### **ARTICLE 6 - LIABILITY**

Section 6.01 – No Personal Liability of District. To the extent allowed by law, the District's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 6.02 – No Personal Liability of the City. To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

#### **ARTICLE 7 - MISCELLANEOUS**

Section 7.01 – Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 7.02 – Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Transit District, 1415 33<sup>rd</sup> Street N., Texas City, Texas 77590, to the attention of the Executive Director.

City of Angleton, 121 S. Velasco, Angleton, Texas 77515, to the attention of the City Manager.

Section 7.03 – Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas and Brazoria County, Texas.

Section 7.04 – Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

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Section 7.08 – Headings. The heading, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

**GULF COAST TRANSIT DISTRICT**

By: \_\_\_\_\_  
Sean Middleton,  
Executive Director

Approved as to form:

\_\_\_\_\_  
General Counsel to the Gulf Coast Transit District

**CITY OF ANGLETON, TEXAS**

By: \_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

STATE OF TEXAS §

COUNTY OF GALVESTON §

### INTERLOCAL CONTRACT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 1st day of September, 2023 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **Gulf Coast Transit District (District)**, a political subdivision of the State of Texas, created pursuant to Chapter 458 of the Texas Transportation Code and the **University of Texas Medical Branch (UTMB)** at Galveston, a component institution of The University of Texas System, which is a State agency, for the purpose of supporting the District's provision of park and ride services between Galveston Island and the Mainland.

### RECITALS

**WHEREAS**, the District will be responsible for the oversight of public transportation activities within Galveston and Brazoria counties, in which UTMB and the District are mutually interested.

**WHEREAS**, the District desires to enter into this Agreement to secure continuing support for the League City Park and Ride and other mobility improvements that the District and UTMB mutually support.

**WHEREAS**, the UTMB and the District have previously entered into Interlocal Agreements for the use of federal, state, and local funding and value to support the development and operation of express commuter park and ride services from League City, Texas City, and Galveston.

**WHEREAS**, UTMB has an equitable interest in three (3) New Flyers and eight (8) Gillig transit vehicles which are used to provide park and ride services.

**WHEREAS**, UTMB is currently providing financial support for the League City – Texas City – Galveston park and ride service at the rate of \$20,834 per month.

**WHEREAS**, the District will provide additional funding from federal, state, and local resources to sustain the Park and Ride program, subject to changes in schedule and frequency in accordance with input from the UTMB.

**WHEREAS**, UTMB and District agree to establish a policy for the pricing of park and ride services which can sustain such services in accordance with the financial projections identified in Exhibit A.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the UTMB and the District agree to the following terms, covenants, and conditions:

#### **ARTICLE 1 – UTMB REIMBURSEMENT OF LEAGUE CITY – TEXAS CITY – GALVESTON PARK AND RIDE OPERATING COST**

The UTMB agrees to reimburse the District up to the maximum amount of \$250,000 annually beginning September 1<sup>st</sup>, 2023 after execution of this Interlocal Agreement at a rate not to exceed \$20,834 monthly, for the District's provision of park and ride services between Galveston Island and League City with a stop in Texas City. The District will invoice UTMB within fifteen (15) days of the close of each monthly billing period. The UTMB will reimburse the District within thirty (30) days of receipt of the District's invoice.

## **ARTICLE 2 – DISTRICT’S AGREEMENT TO PROVIDE TRANSIT SERVICES**

The District agrees to provide park and ride services between Galveston and League City in accordance with the route map and stops identified in Exhibit B.

The District agrees that, prior to any changes in schedule and/or frequency in the provision of park and ride service, which constitutes more than a ten percent (10%) adjustment in annual hours of transit services, the District will seek the concurrence and approval of UTMB.

The District agrees that prior to any adjustment in fares charged for Galveston Island to League City park and ride services, the District will consult with UTMB and provide passengers a minimum ninety (90) day notice of pending increase in fares.

The District agrees that it will inform UTMB of any changes in federal, state, or local financial support for park and ride services which might impact the effectiveness and viability of the service, and UTMB’s financial support of same.

## **ARTICLE 3 – EQUITABLE INTEREST**

The UTMB has an equitable interest in the transit vehicles which serve the League City Park and Ride program. The vehicles include eight (8) Gillig and three (3) New Flyers. The UTMB also has an equitable interest in the Park and Ride facility through its’ contribution of land through a long-term ground lease agreement. The total and remaining value of these equitable interests are described in Exhibit C.

## **ARTICLE 4 – NOTIFICATION TO FEDERAL, STATE, REGIONAL, AND LOCAL AGENCIES**

The District agrees to provide all required reporting documentation to federal, state, regional, and local agencies responsible for the programming of funding to support the League City Park and Ride services, which demonstrate compliance with federal and state procedural requirements.

## **ARTICLE 5 – TERMS OF AGREEMENT**

The term of this Agreement is for thirty-six (36) months and may be extended through written agreement of the parties.

## **ARTICLE 6 – CANCELLATION OF AGREEMENT**

This agreement may be cancelled at any time by either party through the provision of a minimum one-hundred twenty (120) day notice of intent to terminate.

## **ARTICLE 7 – LIABILITY**

**Section 7.01 – No Personal Liability of District.** To the extent allowed by law, the District’s officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

**Section 7.02 – No Personal Liability of UTMB.** To the extent allowed by law, the UTMB’s officers, agents, and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

## **ARTICLE 8 – MISCELLANEOUS**

**Section 8.01 – Laws.** The parties hereto agree to abide with all applicable provisions, laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

**Section 8.02 – Notices.** All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Transit District, 1415 33<sup>rd</sup> Street N., Texas City, Texas 77590, to the attention of the Executive Director.

University of Texas Medical Branch at Galveston, 301 University Boulevard, Galveston, Texas 77555-1116, to the attention of Mr. Steve LeBlanc.

**Section 8.03 – Texas Law to Apply and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

**Section 8.04 – Legal Construction.** In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

**Section 8.05 – Amendment.** No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated after the Effective Date and executed by the UTMB and the District or their successors and permitted assigns.

**Section 8.06 – Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants, and conditions of this Agreement.

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**Section 8.08 – Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

By: \_\_\_\_\_  
Sean Middleton  
Executive Director  
Gulf Coast Transit District

Approved as to form:

\_\_\_\_\_  
Counsel to the Gulf Coast Transit District

Approved as to form:

The University of Texas Medical Branch at Galveston

Content Reviewed:

*C. Aaron LeMay* 9/12/2023  
\_\_\_\_\_  
By: C. Aaron LeMay, CPA, JD, MEd  
Interim Chief Business and Finance Officer  
VP, Financial Accounting & Reporting

\_\_\_\_\_  
NJA

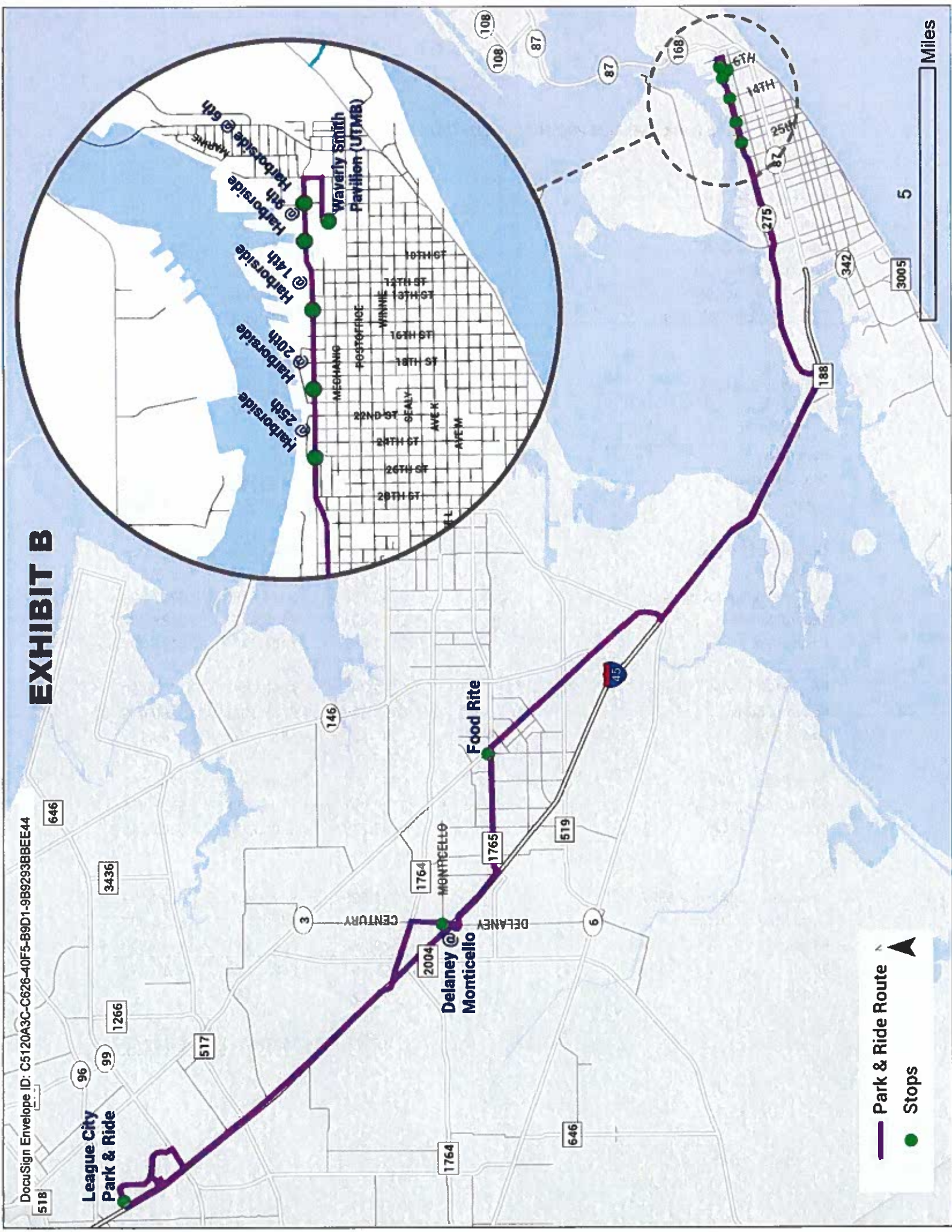
**EXHIBIT A: UTMB PARK AND RIDE PRO FORMA 2024-2026**

	Inputs	FY24	FY25	FY26
Inflation Rate - 2%	0.02			
Revenue Hours		6,600	6,600	6,600
Op Cost per Rev Hr	\$39	\$264,029	\$269,310	\$274,696
Revenue Miles		189,000	189,000	189,000
Op Cost per Rev Mile	\$1.70	\$327,726	\$334,281	\$340,966
Operating Expense Total		\$591,755	\$603,590	\$615,662
Ridership		47,000	48,000	50,000
One-Way Avg Fare		\$2.75	2.75	2.75
Farebox Revenue		\$129,250	\$132,000	\$137,500
<b>Expenses</b>				
GCC Op Expense		\$591,755	\$603,590	\$615,662
Total		\$591,755	\$603,590	\$615,662
Operating Expense		\$398,975	\$406,955	\$415,094
Less Fares		\$129,250	\$132,000	\$137,500
Equals Net Operating		\$269,725	\$274,955	\$277,594
Federal Share	0.5	\$134,863	\$137,477	\$138,797
Local Share	0.5	\$134,863	\$137,477	\$138,797
Preventative Maintenance		\$192,780	\$196,636	\$200,568
Federal Share	0.8	\$154,224	\$157,308	\$160,455
Local Share	0.2	\$38,556	\$39,327	\$40,114
Total Federal Share		\$289,087	\$294,786	\$299,251
Percent League City	0.66	\$190,797	\$194,559	\$197,506
Percent Texas City	0.34	\$98,289	\$100,227	\$101,745
<b>Revenues</b>				
Texas City/La Marque 5307		\$212,505	\$221,590	\$228,162
Local Match - UTMB		\$250,000	\$250,000	\$250,000
Farebox		\$129,250	\$132,000	\$137,500
Total		\$591,755	\$603,590	\$615,662
Check		\$0	\$0	\$0

**UTMB FY24-26 TOTAL** \$750,000

# EXHIBIT B

DocuSign Envelope ID: C5120A3C-C626-40F5-B9D1-9B9293BBEE44



— Park & Ride Route  
● Stops

5 Miles



**EXHIBIT C – UTMB EQUITABLE INTEREST**

Gillig Vehicles – The City of Galveston transferred eight (8) Gillig vehicles to the Gulf Coast Transit District that are used for the League City Park and Ride service. The total remaining equitable interest in these vehicles is \$67,182.53 as of July 31, 2023.

Vehicle	9423	9424	9425	9426
Year	2012	2012	2012	2012
Make/Model	G27Bi 35'	G27Bi 35'	G27Bi 35'	G27Bi 35'
VIN	15GGB2717C1179423	15GGB2717C1179424	15GGB2710C1179425	15GGB2717C1179426
Date Placed in Service	05/2012	05/2012	05/2012	05/2012
FTA Grant Award	TX-58-0006-01	TX-58-0006-01	TX-58-0006-01	TX-58-0006-01
Mileage	278,477	239,323	335,744	230,513
Acquisition Cost	\$341,395.00	\$341,395.00	\$341,395.00	\$372,498.00
Remaining Useful Life	1 Yr or 221,523 Miles	1 Yr or 260,677 Miles	1 Yr or 164,256 Miles	1 Yr or 249,487 Miles
Current Value	\$58,037.15	\$58,037.15	\$58,037.15	\$63,324.66
Federal Share of RUL %	83%	83%	83%	83%
Federal RUL \$	\$48,170.83	\$48,170.83	\$48,170.83	\$52,559.47
Local Share of RUL %	17%	17%	17%	17%
Local RUL \$	\$9,866.32	\$9,866.32	\$9,866.32	\$10,765.19

Vehicle	9427	9428	9429	9430
Year	2011	2012	2012	2012
Make/Model	G27Bi 35'	G27Bi 35'	G27Bi 35'	G27Bi 35'
VIN	15GGB2716B1179427	15GGB2716C1179428	15GGB2718C1179429	15GGB2714C1179430
Date Placed in Service	05/2012	05/2012	05/2012	05/2012
FTA Grant Award	TX-58-0006-01	TX-58-0006-01	TX-58-0006-01	TX-58-0006-01
Mileage	415,760	379,347	442,793	444,326
Acquisition Cost	\$438,209.00	\$438,209.00	\$438,209.00	\$438,209.00
Remaining Useful Life	1 Yr or 84,240 Miles	1 Yr or 120,653 Miles	1 Yr or 57,207 Miles	1 Yr or 55,674 Miles
Current Value	\$39,438.81	\$39,438.81	\$39,438.81	\$39,438.81
Federal Share of RUL %	83%	83%	83%	83%
Federal RUL \$	\$32,734.21	\$32,734.21	\$32,734.21	\$32,734.21
Local Share of RUL %	17%	17%	17%	17%
Local RUL \$	\$6,704.60	\$6,704.60	\$6,704.60	\$6,704.60

**New Flyer Vehicles – The Gulf Coast Transit district procured three (3) New Flyer Xcelsior vehicles for the League City Park and Ride. The remaining equitable interest is \$37,992.72 as of July 31, 2023.**

Vehicle	5279	5280	5281
Year	2014	2014	2014
Make/Model	New Flyer Xcelsior 40	New Flyer Xcelsior 40	New Flyer Xcelsior 40
VIN	5FYD8FV13EB045279	5FYD8FV1XE045280	5FYD8FV13EB045279
Date Placed in Service	01/2015	05/2012	05/2012
FTA Grant Award	CMAQ	CMAQ	CMAQ
Acquisition Cost	\$438,209.00	\$438,209.00	\$438,209.00
Mileage	275,527	328,933	308,872
Remaining Useful Life	2 Yrs or 224,473 Miles	2 Yrs or 171,067 Miles	2 Yrs or 191,128 Miles
Current Value	\$74,495.53	\$74,495.53	\$74,495.53
Federal Share of RUL %	83%	83%	83%
Federal RUL \$	\$61,831.29	\$61,831.29	\$61,831.29
Local Share of RUL %	17%	17%	17%
Local RUL \$	\$12,664.24	\$12,664.24	\$12,664.24

STATE OF TEXAS §

COUNTY OF GALVESTON §

### INTERLOCAL CONTRACT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 1st day of September, 2023 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **Gulf Coast Transit District (District)**, a political subdivision of the State of Texas, created pursuant to Chapter 458 of the Texas Transportation Code and the **University of Texas Medical Branch (UTMB)** at Galveston, a component institution of The University of Texas System, which is a State agency, for the purpose of supporting the District's provision of park and ride services between Galveston Island and the Mainland.

### RECITALS

**WHEREAS**, the District will be responsible for the oversight of public transportation activities within Galveston and Brazoria counties, in which UTMB and the District are mutually interested.

**WHEREAS**, the District desires to enter into this Agreement to secure continuing support for the League City Park and Ride and other mobility improvements that the District and UTMB mutually support.

**WHEREAS**, the UTMB and the District have previously entered into Interlocal Agreements for the use of federal, state, and local funding and value to support the development and operation of express commuter park and ride services from League City, Texas City, and Galveston.

**WHEREAS**, UTMB has an equitable interest in three (3) New Flyers and eight (8) Gillig transit vehicles which are used to provide park and ride services.

**WHEREAS**, UTMB is currently providing financial support for the League City – Texas City – Galveston park and ride service at the rate of \$20,834 per month.

**WHEREAS**, the District will provide additional funding from federal, state, and local resources to sustain the Park and Ride program, subject to changes in schedule and frequency in accordance with input from the UTMB.

**WHEREAS**, UTMB and District agree to establish a policy for the pricing of park and ride services which can sustain such services in accordance with the financial projections identified in Exhibit A.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the UTMB and the District agree to the following terms, covenants, and conditions:

#### **ARTICLE 1 – UTMB REIMBURSEMENT OF LEAGUE CITY – TEXAS CITY – GALVESTON PARK AND RIDE OPERATING COST**

The UTMB agrees to reimburse the District up to the maximum amount of \$250,000 annually beginning September 1<sup>st</sup>, 2023 after execution of this Interlocal Agreement at a rate not to exceed \$20,834 monthly, for the District's provision of park and ride services between Galveston Island and League City with a stop in Texas City. The District will invoice UTMB within fifteen (15) days of the close of each monthly billing period. The UTMB will reimburse the District within thirty (30) days of receipt of the District's invoice.

## **ARTICLE 2 – DISTRICT’S AGREEMENT TO PROVIDE TRANSIT SERVICES**

The District agrees to provide park and ride services between Galveston and League City in accordance with the route map and stops identified in Exhibit B.

The District agrees that, prior to any changes in schedule and/or frequency in the provision of park and ride service, which constitutes more than a ten percent (10%) adjustment in annual hours of transit services, the District will seek the concurrence and approval of UTMB.

The District agrees that prior to any adjustment in fares charged for Galveston Island to League City park and ride services, the District will consult with UTMB and provide passengers a minimum ninety (90) day notice of pending increase in fares.

The District agrees that it will inform UTMB of any changes in federal, state, or local financial support for park and ride services which might impact the effectiveness and viability of the service, and UTMB’s financial support of same.

## **ARTICLE 3 – EQUITABLE INTEREST**

The UTMB has an equitable interest in the transit vehicles which serve the League City Park and Ride program. The vehicles include eight (8) Gillig and three (3) New Flyers. The UTMB also has an equitable interest in the Park and Ride facility through its’ contribution of land through a long-term ground lease agreement. The total and remaining value of these equitable interests are described in Exhibit C.

## **ARTICLE 4 – NOTIFICATION TO FEDERAL, STATE, REGIONAL, AND LOCAL AGENCIES**

The District agrees to provide all required reporting documentation to federal, state, regional, and local agencies responsible for the programming of funding to support the League City Park and Ride services, which demonstrate compliance with federal and state procedural requirements.

## **ARTICLE 5 – TERMS OF AGREEMENT**

The term of this Agreement is for thirty-six (36) months and may be extended through written agreement of the parties.

## **ARTICLE 6 – CANCELLATION OF AGREEMENT**

This agreement may be cancelled at any time by either party through the provision of a minimum one-hundred twenty (120) day notice of intent to terminate.

## **ARTICLE 7 – LIABILITY**

**Section 7.01 – No Personal Liability of District.** To the extent allowed by law, the District’s officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

**Section 7.02 – No Personal Liability of UTMB.** To the extent allowed by law, the UTMB’s officers, agents, and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

## **ARTICLE 8 – MISCELLANEOUS**

**Section 8.01 – Laws.** The parties hereto agree to abide with all applicable provisions, laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

**Section 8.02 – Notices.** All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Transit District, 1415 33<sup>rd</sup> Street N., Texas City, Texas 77590, to the attention of the Executive Director.

University of Texas Medical Branch at Galveston, 301 University Boulevard, Galveston, Texas 77555-1116, to the attention of Mr. Steve LeBlanc.

**Section 8.03 – Texas Law to Apply and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

**Section 8.04 – Legal Construction.** In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

**Section 8.05 – Amendment.** No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated after the Effective Date and executed by the UTMB and the District or their successors and permitted assigns.

**Section 8.06 – Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants, and conditions of this Agreement.

**Section 8.07 – Time is of the Essence.** Time is of the essence in this Agreement.

**Section 8.08 – Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

### INTERLOCAL CONTRACT

This Interlocal Contract (“Agreement”) is made and entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”), by and between the **Gulf Coast Transit District (District)**, a political subdivision of the State of Texas, created pursuant to Chapter 458 of the Texas Transportation Code and the **City of Clute (City)**, a political subdivision of the State of Texas incorporated pursuant to Chapter 43 of the Local Government Code.

### RECITALS

**WHEREAS**, pursuant to the Act, the District and City are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, the District has been operating public transportation system since 2021 to serve southern Brazoria County and the Lake Jackson/Angleton Urbanized Area (UZA), located within southern Brazoria County, and the specific communities of Angleton, Clute, Freeport, and Lake Jackson;

**WHEREAS**, the District provides transportation services within the City and surrounding area;

**WHEREAS**, the cities of Angleton, Freeport, and Lake Jackson also participate in the program;

**WHEREAS**, the Texas Department of Transportation (TxDOT) is the “designated recipient” for federal formula funding distributed annually by the Federal Transit Administration (FTA) to small urbanized areas to support the planning, development, and operation of public transportation services;

**WHEREAS**, the District, through an agreement with the “designated recipient” is the “Direct Recipient” and the named FTA “grantee” to receive the federal formula funding to support transit services in southern Brazoria County;

**WHEREAS**, the District as the FTA “Direct Recipient”, can file grants, receive federal funding, oversee transit service contracts, develop capital facilities and enter into interlocal agreements with project partners;

**WHEREAS**, the District also received State of Texas public transportation funding to assist in the provision of transportation services within the urbanized area;

**WHEREAS**, the District has developed a transit services Funding Plan, to begin implementation in FY 2024 to provide continuing transit services with the urbanized area;

**WHEREAS**, the District may implement pedestrian-transit connectivity and other capital improvements over the duration of this agreement to be secured through separate Interlocal Agreements between the District and City; and,

**WHEREAS**, the District has developed a projection of local share contributions, among the four (4) constituent cities within the urbanized area, which will be reviewed on an annual basis and adjusted as necessary to reflect actual experienced costs.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District agree to the following terms, covenants, and conditions:

#### **ARTICLE 1 – SOUTHERN BRAZORIA COUNTY TRANSIT PLAN**

The District and City agree that the continuation and improvement to transit and other related services will be operated in accordance with the proposed guidance of the District Board of Directors, and that the District will provide such services in accordance with all state and federal requirements. The initial operating plan may from time to time be adjusted in the interest of providing the most cost-effective transit services, in accordance with the provisions of this Agreement.

#### **ARTICLE 2 – FINANCIAL COMMITMENT OF STAKEHOLDERS**

The City agrees to provide its respective local share component, as indicated in Exhibit B, necessary to match other available state and federal resources, and to provide these resources to the District on a timely basis, subject to invoices from the District. Financial commitments from the City will be dependent upon the joint financial commitments of other Southern Brazoria County Transit Services (SBCT) stakeholders. Should routes and schedules require adjustments, due to the addition or subtraction of participating cities, the financial commitment of the City will be adjusted, subject to approval by the District and City.

The District agrees to establish an escrow account on behalf of the Southern Brazoria County Transit Service, which will be the depository for local share financial commitments from the stakeholders supporting the transit services. Funds within the account will be used solely to match state and federal funding, and to support the transit services described herein.

#### **ARTICLE 3 – TERM OF AGREEMENT**

This Agreement is for a one (1) year period with two (2) one year extension options. After the option period(s), this agreement may be renewed thereafter on a yearly basis, subject to confirmation by the City and stakeholders that have confirmed their continuing local share commitment to the District's other Transit Services.

#### **ARTICLE 4 – CANCELLATION OF AGREEMENT**

This Agreement may be cancelled at any time by either party providing sixty (60) days notice of intention to terminate.

#### **ARTICLE 5 - INDEMNIFICATION**

To the extent authorized by the Constitution and laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, the District shall indemnify and hold harmless the City, its Council, employees and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by

the acts or omissions, including the negligence, of District or District's agents or employees in the execution or performance of this Agreement.

It is understood by District that this "hold harmless" clause means that if the District is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the District will be responsible for any costs resulting from the damage, death or injury, to the extent allowable by law.

#### **ARTICLE 6 - LIABILITY**

Section 6.01 – No Personal Liability of District. To the extent allowed by law, the District's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 6.02 – No Personal Liability of the City. To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

#### **ARTICLE 7 - MISCELLANEOUS**

Section 7.01 – Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 7.02 – Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Transit District, 1415 33<sup>rd</sup> Street N., Texas City, Texas 77590, to the attention of the Executive Director.

City of Angleton, 121 S. Velasco, Angleton, Texas 77515, to the attention of the City Manager.

Section 7.03 – Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas and Brazoria County, Texas.

Section 7.04 – Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 7.05 – Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the District or their successors and permitted assigns.

Section 7.06 – Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.



Section 7.07 – Time is of the Essence. Time is of the essence in this Agreement.

Section 7.08 – Headings. The heading, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

**GULF COAST TRANSIT DISTRICT**

By: \_\_\_\_\_  
Sean Middleton,  
Executive Director

Approved as to form:

\_\_\_\_\_  
General Counsel to the Gulf Coast Transit District

**CITY OF CLUTE, TEXAS**

By: \_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

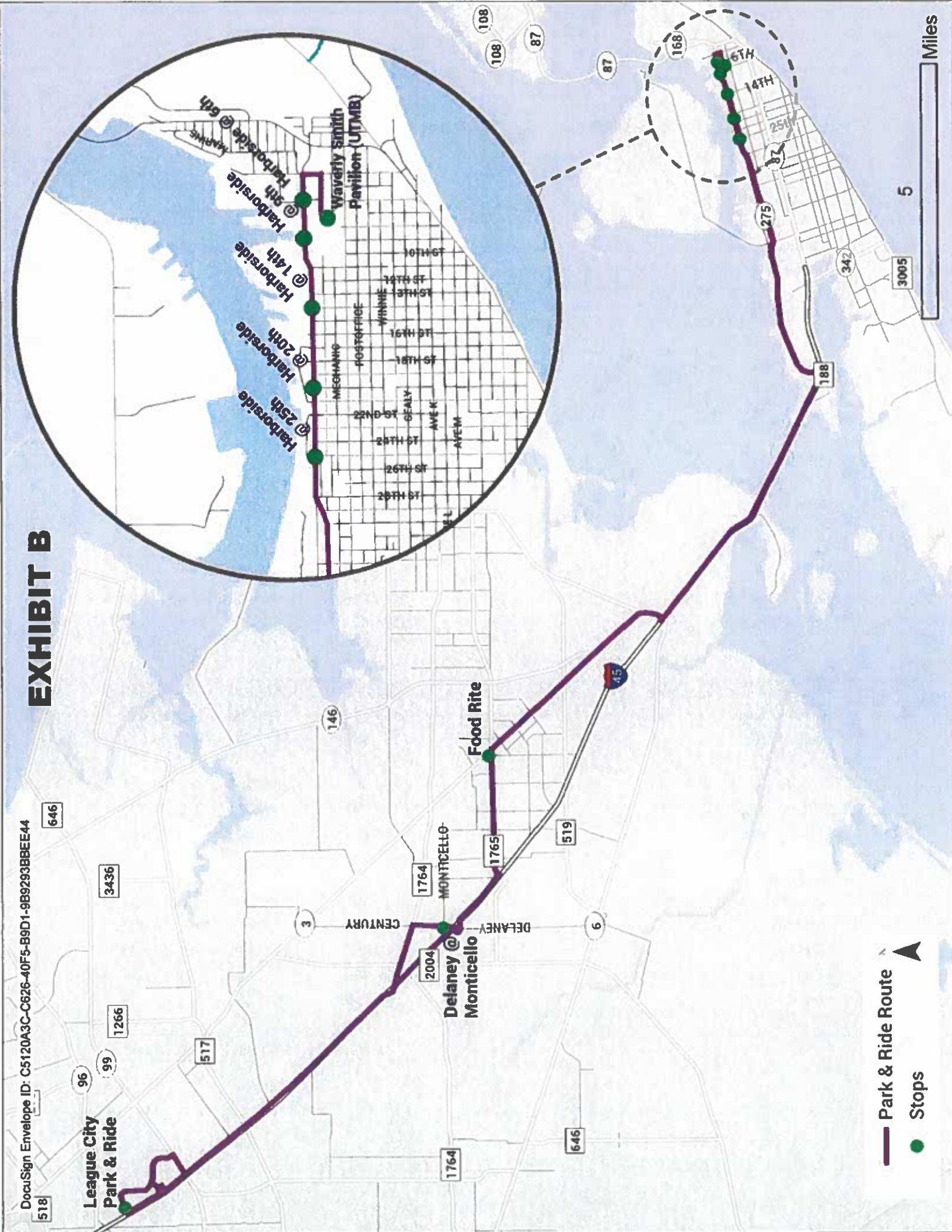
**EXHIBIT A: UTMB PARK AND RIDE PRO FORMA 2024-2026**

	Inputs	FY24	FY25	FY26
Inflation Rate - 2%	0.02			
Revenue Hours		6,600	6,600	6,600
Op Cost per Rev Hr	\$39	\$264,029	\$269,310	\$274,696
Revenue Miles		189,000	189,000	189,000
Op Cost per Rev Mile	\$1.70	\$327,726	\$334,281	\$340,966
Operating Expense Total		\$591,755	\$603,590	\$615,662
<b>Ridership</b>		47,000	48,000	50,000
One-Way Avg Fare		\$2.75	2.75	2.75
Farebox Revenue		\$129,250	\$132,000	\$137,500
<b>Expenses</b>				
GCC Op Expense		\$591,755	\$603,590	\$615,662
Total		\$591,755	\$603,590	\$615,662
Operating Expense		\$398,975	\$406,955	\$415,094
Less Fares		\$129,250	\$132,000	\$137,500
Equals Net Operating		\$269,725	\$274,955	\$277,594
Federal Share	0.5	\$134,863	\$137,477	\$138,797
Local Share	0.5	\$134,863	\$137,477	\$138,797
Preventative Maintenance		\$192,780	\$196,636	\$200,568
Federal Share	0.8	\$154,224	\$157,308	\$160,455
Local Share	0.2	\$38,556	\$39,327	\$40,114
Total Federal Share		\$289,087	\$294,786	\$299,251
Percent League City	0.66	\$190,797	\$194,559	\$197,506
Percent Texas City	0.34	\$98,289	\$100,227	\$101,745
<b>Revenues</b>				
Texas City/La Marque 5307		\$212,505	\$221,590	\$228,162
Local Match - UTMB		\$250,000	\$250,000	\$250,000
Farebox		\$129,250	\$132,000	\$137,500
Total		\$591,755	\$603,590	\$615,662
Check		\$0	\$0	\$0

**UTMB FY24-26 TOTAL** **\$750,000**

# EXHIBIT B

DocuSign Envelope ID: C5120A3C-C626-40F5-B9D1-9B9293BBEE44



- Park & Ride Route
- Stops



Miles

**EXHIBIT C – UTMB EQUITABLE INTEREST**

Gillig Vehicles – The City of Galveston transferred eight (8) Gillig vehicles to the Gulf Coast Transit District that are used for the League City Park and Ride service. The total remaining equitable interest in these vehicles is \$67,182.53 as of July 31, 2023.

Vehicle	9423	9424	9425	9426
Year	2012	2012	2012	2012
Make/Model	G27Bi 35'	G27Bi 35'	G27Bi 35'	G27Bi 35'
VIN	15GGB2717C1179423	15GGB2717C1179424	15GGB2710C1179425	15GGB2717C1179426
Date Placed in Service	05/2012	05/2012	05/2012	05/2012
FTA Grant Award	TX-58-0006-01	TX-58-0006-01	TX-58-0006-01	TX-58-0006-01
Mileage	278,477	239,323	335,744	230,513
Acquisition Cost	\$341,395.00	\$341,395.00	\$341,395.00	\$372,498.00
Remaining Useful Life	1 Yr or 221,523 Miles	1 Yr or 260,677 Miles	1 Yr or 164,256 Miles	1 Yr or 249,487 Miles
Current Value	\$58,037.15	\$58,037.15	\$58,037.15	\$63,324.66
Federal Share of RUL %	83%	83%	83%	83%
Federal RUL \$	\$48,170.83	\$48,170.83	\$48,170.83	\$52,559.47
Local Share of RUL %	17%	17%	17%	17%
Local RUL \$	\$9,866.32	\$9,866.32	\$9,866.32	\$10,765.19

Vehicle	9427	9428	9429	9430
Year	2011	2012	2012	2012
Make/Model	G27Bi 35'	G27Bi 35'	G27Bi 35'	G27Bi 35'
VIN	15GGB2716B1179427	15GGB2716C1179428	15GGB2718C1179429	15GGB2714C1179430
Date Placed in Service	05/2012	05/2012	05/2012	05/2012
FTA Grant Award	TX-58-0006-01	TX-58-0006-01	TX-58-0006-01	TX-58-0006-01
Mileage	415,760	379,347	442,793	444,326
Acquisition Cost	\$438,209.00	\$438,209.00	\$438,209.00	\$438,209.00
Remaining Useful Life	1 Yr or 84,240 Miles	1 Yr or 120,653 Miles	1 Yr or 57,207 Miles	1 Yr or 55,674 Miles
Current Value	\$39,438.81	\$39,438.81	\$39,438.81	\$39,438.81
Federal Share of RUL %	83%	83%	83%	83%
Federal RUL \$	\$32,734.21	\$32,734.21	\$32,734.21	\$32,734.21
Local Share of RUL %	17%	17%	17%	17%
Local RUL \$	\$6,704.60	\$6,704.60	\$6,704.60	\$6,704.60

New Flyer Vehicles – The Gulf Coast Transit district procured three (3) New Flyer Xcelsior vehicles for the League City Park and Ride. The remaining equitable interest is \$37,992.72 as of July 31, 2023.

Vehicle	5279	5280	5281
Year	2014	2014	2014
Make/Model	New Flyer Xcelsior 40	New Flyer Xcelsior 40	New Flyer Xcelsior 40
VIN	5FYD8FV13EB045279	5FYD8FV1XE045280	5FYD8FV13EB045279
Date Placed in Service	01/2015	05/2012	05/2012
FTA Grant Award	CMAQ	CMAQ	CMAQ
Acquisition Cost	\$438,209.00	\$438,209.00	\$438,209.00
Mileage	275,527	328,933	308,872
Remaining Useful Life	2 Yrs or 224,473 Miles	2 Yrs or 171,067 Miles	2 Yrs or 191,128 Miles
Current Value	\$74,495.53	\$74,495.53	\$74,495.53
Federal Share of RUL %	83%	83%	83%
Federal RUL \$	\$61,831.29	\$61,831.29	\$61,831.29
Local Share of RUL %	17%	17%	17%
Local RUL \$	\$12,664.24	\$12,664.24	\$12,664.24

By: \_\_\_\_\_  
Sean Middleton  
Executive Director  
Gulf Coast Transit District

Approved as to form:

\_\_\_\_\_  
Counsel to the Gulf Coast Transit District

Approved as to form:

The University of Texas Medical Branch at Galveston

Content Reviewed:

*C. Aaron LeMay* 9/12/2023  
\_\_\_\_\_

By: C. Aaron LeMay, CPA, JD, MSED  
Interim Chief Business and Finance Officer  
VP, Financial Accounting & Reporting

\_\_\_\_\_  
NJ

STATE OF TEXAS §

COUNTY OF GALVESTON §

### INTERLOCAL CONTRACT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **Gulf Coast Transit District (District)**, a political subdivision of the State of Texas, created pursuant to Chapter 458 of the Texas Transportation Code and the **City of Dickinson (City)**, a political subdivision of the State of Texas incorporated pursuant to Chapter 43 of the Local Government Code.

### RECITALS

**WHEREAS**, pursuant to the Act, the City and the District are authorized to contract with eligible political subdivisions of the state of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, the District operates a public transportation service in the Galveston County municipalities of Dickinson, La Marque, and Texas City (Texas City/La Marque UZA);

**WHEREAS**, the District also provides transportation services within the Texas City/La Marque UZA;

**WHEREAS**, the Texas Department of Transportation (TxDOT) is the "designated recipient" for federal formula funding distributed annually by the Federal Transit Administration (FTA) to small urbanized areas to support the planning, capital, and operation of public transportation services;

**WHEREAS**, the District, through an agreement with the "designated recipient" is the "Direct Recipient" to receive and expend Federal Transit Administration (FTA) Section 5307 formula funds, apportioned to the Texas City/La Marque UZA, to support transit services;

**WHEREAS**, the District receives State of Texas public transportation funds to operate transit services, to pay for transit capital needs in the Texas City/La Marque UZA, and to provide a local share match for FTA Section 5307 formula funds;

**WHEREAS**, the District has developed a funding plan to fund transit services which support the municipalities of Dickinson, La Marque, and Texas City. This plan will be reviewed on an annual basis to reflect adjustments based on changes in service levels;

**WHEREAS**, the District may construct pedestrian-transit sidewalk improvements and other capital improvements over the duration of this agreement. If these projects are agreed upon by the District and the City, these capital construction projects will be executed under separate Interlocal Agreements between the District and City.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District agree to the following terms, covenants, and conditions:

## **ARTICLE 1 – TEXAS CITY/LA MARQUE/DICKINSON TRANSIT PLAN**

The District and City agree that the continuation and improvement to transit services and other related services will be in accordance with the proposed guidance of the District's Board of Directors, and that the District will provide such services in accordance with all state and federal requirements. The initial operating plan may from time to time be adjusted in the interest of providing the most cost-effective transit services, in accordance with the provisions of this Agreement.

## **ARTICLE 2 – FINANCIAL COMMITMENT OF STAKEHOLDERS**

The City agrees to contribute its local share and to provide these funds to the District on a timely basis, subject to invoices from the District. Should routes and schedules change significantly, the local contribution may be adjusted, subject to approval by the District and City.

The District agrees to establish an escrow account for local share fund from Dickinson, La Marque, and Texas City. Funds within the account will be used solely to support the transit services described herein.

## **ARTICLE 3 – TERMS OF AGREEMENT**

This Agreement is for a one (1) year period with two (2) one year extension options. After the option period(s), this agreement may be renewed thereafter on a yearly basis, subject to confirmation by the City and stakeholders that have confirmed their continuing local share commitment to the District's other Transit Services.

## **ARTICLE 4 – CANCELLATION OF AGREEMENT**

This Agreement may be cancelled at any time by either party through the provision of a sixty (60) day notice of intent to terminate.

## **ARTICLE 5 – INDEMNIFICATION**

To the extent authorized by the Constitution and laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, the District shall indemnify and hold harmless the City, its Council, employees and agents from all suits, actions, claims, costs, or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions, including the negligence, of District or District's agents or employees in the execution or performance of this Agreement.

It is understood by District that this "hold harmless" clause means that if the District is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the District will be responsible for any costs resulting from the damage, death, or injury, to the extent allowable by law.

## **ARTICLE 6 - LIABILITY**

**Section 6.01 – No Personal Liability of District.** To the extent allowed by law, the District's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

**Section 6.02 – No Personal Liability of City.** To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.



**ARTICLE 7 – MISCELLANEOUS**

Section 7.01 – Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 7.02 – Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission to the address stated in this section ,or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Transit District, 1415 33<sup>rd</sup> Street N., Texas City, Texas 77590, to the attention of the Executive Director.

City of Dickinson \_\_\_\_\_ to the attention of the \_\_\_\_\_.

Section 7.03 – Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

Section 7.04 – Legal Construction. In Case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 7.05 – Amendments. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the Center or their successors and permitted assigns.

Section 7.06 – Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants, and conditions of this Agreement.

Section 7.07 – Time is of the Essence. Time is of the essence in this Agreement.

Section 7.08 – Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

**GULF COAST TRANSIT DISTRICT**

By: \_\_\_\_\_

Sean Middleton,  
Executive Director

Approved as to form:

\_\_\_\_\_  
General Counsel to the Gulf Coast Transit District

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney



815 W Hastings St  
 Suite 810  
 Vancouver British Columbia V6C 1B4  
 Canada

**Appendix A**

Quote Prepared By Kristen Lau

Email [kristen@sparelabs.com](mailto:kristen@sparelabs.com)

Bill To Name Gulf Coast Transit District Phone 800-266-2320  
 Bill To 1415 33rd St N  
 Texas City, Texas 77590  
 United States

Line Item Description	Sales Price	Quantity	Discount	Total Price
Essentials Success Package	USD 6,000.00	1.00	100.00%	USD 0.00
Per Vehicle Base Rate	USD 5,533.33	1.00	25.00%	USD 4,150.00
Essentials Implementation	USD 958.95	1.00	100.00%	USD 0.00
Driver Package	USD 900.00	1.00	100.00%	USD 0.00
Microtransit Platform Build	USD 20,000.00	1.00	25.00%	USD 15,000.00
Rider Package	USD 900.00	1.00	100.00%	USD 0.00
			Sub Total	USD 19,150.00
			Grand Total	USD 19,150.00

**Terms and Conditions**

The terms and conditions set out at [sparelabs.com/msa](http://sparelabs.com/msa) ('Agreement') apply to this quote and subsequent orders and contracts ('Order'). By signing this quote, you agree to (a) purchase the products and services pursuant to the terms and fees set forth herein; (b) pay the Services Fees (and applicable sales and use taxes) and authorize Spare to submit invoices for such payment; and (c) be bound by the terms and conditions in the Agreement. This Order will renew as set forth in the Agreement, unless expressly stated otherwise herein.



815 W Hastings St  
 Suite 810  
 Vancouver British Columbia V6C 1B4  
 Canada

Quote Prepared By Kristen Lau  
 Email [kristen@sparelabs.com](mailto:kristen@sparelabs.com)

Expiration Date 2023-12-31  
 Contract Duration 12 (months)

Bill To Name Gulf Coast Transit District  
 Bill To 1415 33rd St N  
 Texas City, Texas 77590  
 United States

Phone 1-800-266-2320

Line Item Description	Sales Price	Quantity	Total Price
Spare Base Platform Pilot - scope of pilot is outlined in Appendix B	USD 30,000.00	1.00	USD 30,000.00

At the end of the pilot term, this will auto-renewal to a post-pilot contract per the terms of our MSA. Pricing is shown in Appendix A attached to this document.

Sub Total USD 30,000.00  
 Grand Total USD 30,000.00

**Quote Acceptance**

Spare Labs Inc.

Gulf Coast Transit District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Terms and Conditions**

The terms and conditions set out at [sparelabs.com/msa](http://sparelabs.com/msa) ('Agreement') apply to this quote and subsequent orders and contracts ('Order'). By signing this quote, you agree to (a) purchase the products and services pursuant to the terms and fees set forth herein; (b) pay the Services Fees (and applicable sales and use taxes) and authorize Spare to submit invoices for such payment; and (c) be bound by the terms and conditions in the Agreement. This Order will renew as set forth in the Agreement, unless expressly stated otherwise herein.

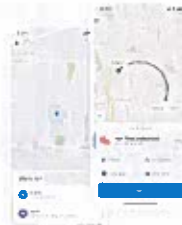
## Appendix B

# Spare Platform Overview



**Admin Panel**

Spare Launch, Analyze



**Rider App**



**Driver App**



**Rider Web**

**Spare Platform** is our powerful software platform for paratransit and microtransit operations. Spare Platform is a cloud-based SaaS solution for delivering paratransit, microtransit, and any type of shared-ride demand response services. It is a single, comprehensive modern software solution that provides an easy-to-use administrative/backend panel and frontend applications (**Spare Rider**, **Spare Rider Web App**, and **Spare Driver**).

The Spare Platform consists of several modules to deliver reliable and cost-effective transit service: **Spare Launch** and **Spare Analyze**. Together with our **Spare Engine**, our proprietary routing algorithm that optimizes operations, these components provide the most advanced and exceptional experience for riders, administrators, dispatchers/schedulers, customer service representatives, and operators, with the end product being a highly optimised, reliable, and accessible solution for Gulf Coast Transit District (GCTD).

At a high-level, these modules include:

- **Spare Rider (Mobile App and Web App)**. A customer-facing smartphone application, which allows passengers to create client accounts, book and manage trips (make a reservation) on Spare-powered services. GCTD can opt to white-label the Rider app, giving passengers a cohesive customer experience across all your agency-branded services.
- **Spare Launch**. A backend mapping system that enables fully automated batch scheduling, dispatching, and reservations of the paratransit and on-request service.
- **Spare Analyze**. Data collection and reporting dashboard that provides access to reporting and real-time service performance data, such as heat maps and service/fleet/trip search analytics. **Spare Launch and Analyze work together in tandem.**
- **Spare Driver App**. The app will be where drivers/operators will sign in and receive real-time, turn-by-turn trip instructions and information on MDT/tablet device –communicated directly from the Spare Platform.

- **Spare Engine.** Our proprietary routing algorithm that continuously optimizes operations.

**The Spare Platform and the rider and driver-facing apps work together to create a single solution for your transit operations.**

## Booking Rides with Spare Rider Mobile App

Free to download for any rider, the Spare Rider app's sleek user interface and intuitive one-tap booking process, allows riders to plan, book, and pay for rides through transit services powered by Spare Platform. Key **features/capabilities** and **benefits** to highlight include:

### Real-Time Trip Notifications and Vehicle ETA

Riders will always receive vehicle location and trip updates. As these notifications are offered in real-time, riders are **empowered with everything they need to know about their trip request**—from the driver ETA to the pick-up and drop-off locations and vehicle attributes, such as licence plate, make, and colour of the vehicle.

### Accessibility Options

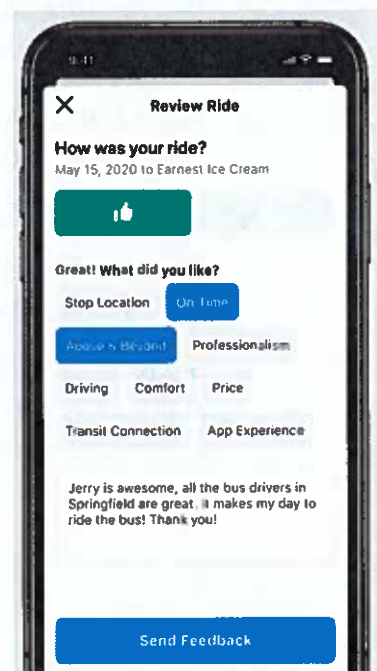
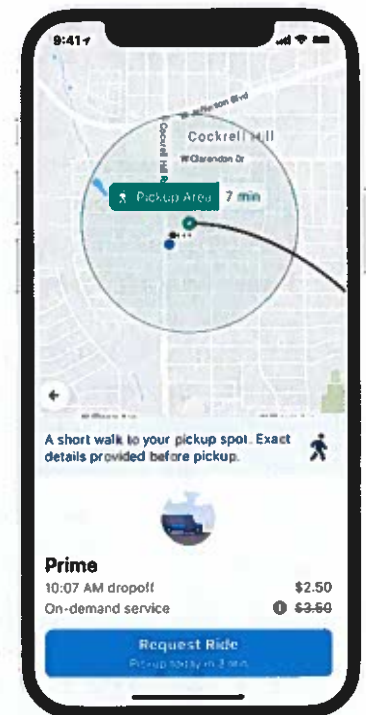
Lack of transit access has harmful effects on those who rely on public transit—particularly those who are older, low-income, or have disabilities. As a result, the Spare Rider app supports iOS and Android accessibility features, such as live text-to-voice, so that **riders who are impaired have the same access to on-demand transit.**

### Intuitive Search

Riders select pick-up and drop-off by searching for street address, point of interest, a displayed map with pin drop, or based on the user's currently detected location, making **trip planning incredibly easy and efficient.** Riders can also request a wheelchair-accessible vehicle.

### Rider Reviews for Continuous Feedback

Riders departing the vehicle can be prompted to review their ride based on the experience of the trip so that a **feedback loop is continuous** for the service, its riders, and drivers. Within Spare Launch, administrators can enable Rider Reviews to allow riders to provide in-app feedback and



ratings for the trip or driver. Administrators can also enable Rider Surveys to  **glean deeper insights into a service**  for future adjustments to the service, such as minor parameter changes or expansions.

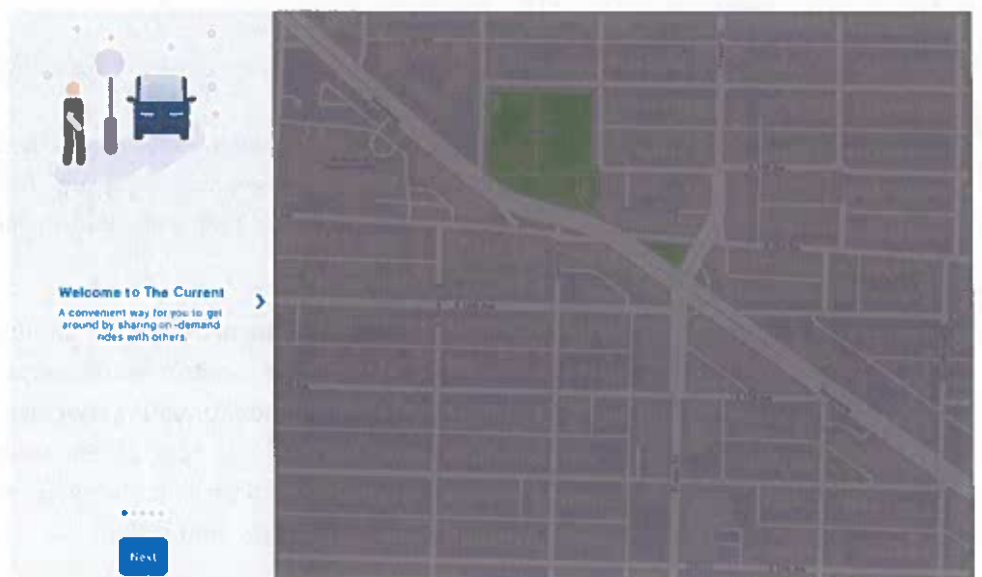
## **No Phone, No Problem: Serving Unbanked Customers with Spare Rider Web**

Designed to mirror the functionality of the Spare Rider app, **Spare Rider Web** is the customer-facing app that allows riders who prefer to book trips in a web portal or do not have access to a smartphone to register, plan, book and pay for their trips. Using this portal, riders can **view trips, trip history, check account balance and book trips with ease.**

### **Reservationist Call In Option**

Riders using the paratransit and microtransit services can also **opt to call in to a reservationist.** While the agent is on the phone with the rider, they can **provide real-time updates** including estimated time of arrival (ETA) of the vehicle, vehicle type, driver name, expected duration of the trip and more. Riders can also view their trip history, load fares, check their account balance, and more.

The Spare-powered service, the Current, replaced C-Tran's nearly 20 year old microtransit service in Vancouver, Washington. The new on-demand service enables their ridership to travel from smaller, more rural cities surrounding Vancouver into downtown or vice versa. C-Tran's microtransit service currently leverages Spare Rider Web, our web booker available at: <https://book.ridethecurrent.com/>



## Administrator Superpowers: Managing Operations & Trip Scheduling with Spare Launch



Paratransit systems can be complex by nature as dispatchers have to accommodate every booked trip while keeping them relatively on-time, all while managing issues that can arise throughout the day, such as vehicle breakdowns. Spare Launch and Mission Control allow your team to do just that.

Spare Launch is your **home base and mission control center** for paratransit and microtransit operations. At the core of Spare Launch is Mission Control, a command centre for dispatchers. Spare Launch is where you will set-up, run, and monitor your services. Mission Control serves as the dispatcher and administrator-facing tool where you can create service zone(s), pinpoint specific transit stop locations, set the operational time limit and driver shifts, track vehicles and drivers, book, and schedule trips based on requests, and more.

Spare Launch is intimately connected and working together in tandem with Spare Analyze. Growing and maximising the efficiency of your paratransit and on-request operations through data means that GCTD will be using Spare Analyze when 'uncovering data' to improve your service.

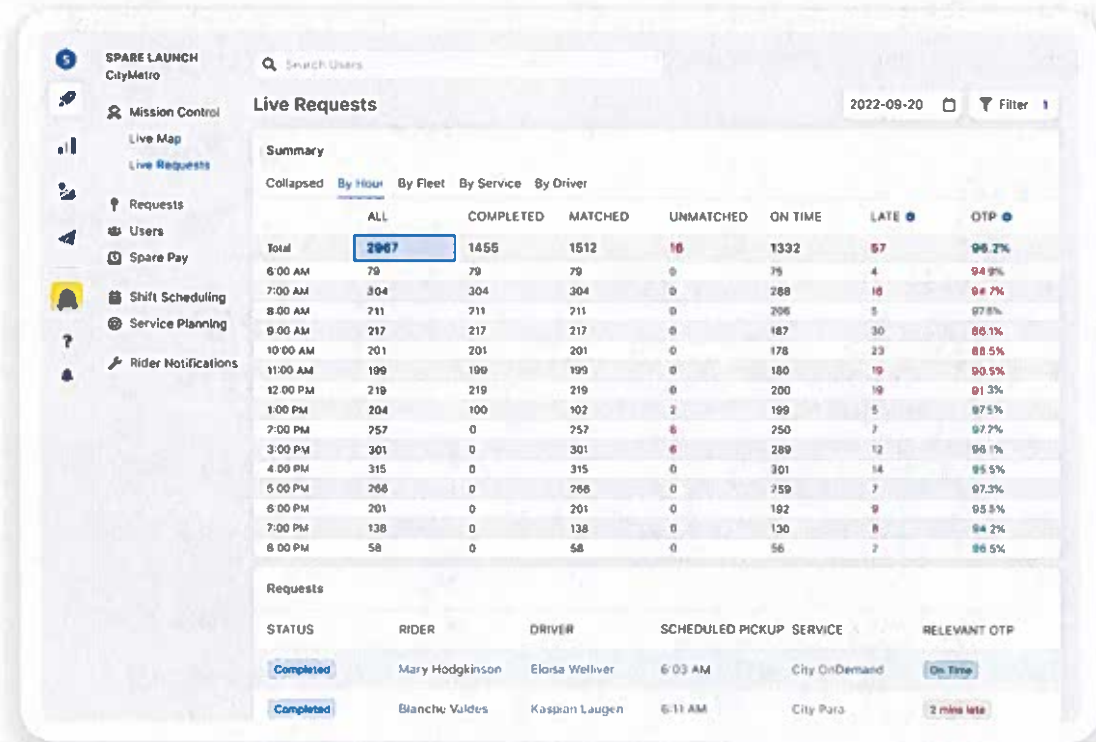
Key **features/capabilities** and **benefits** to highlight include:



## Live Map

Administrators and dispatchers can view vehicle movement in real-time and the vehicles represent the drivers currently on duty. Vehicles are colour-coded by green, yellow, red, blue, grey, and white to communicate vehicle status (i.e. on-time, 2-10 minutes late, >10 minutes late, idle with no trips, paused or unmatchable, or on a driver break), so that **administrators have a 'bird eye view' of the transit system at all times.**

## Live Requests



Dispatchers can keep a close eye on the current day's operations and drill into challenges before they occur. Live Requests module enables dispatchers to have an overview of current aggregated on-time performance (OTP) for the day, including completed and predicted OTP and identify trends in OTP by breaking down by the hour. Dispatchers can also drill down into current request statistics by Service or Driver so that administrators can **action immediately with quick filters based on your selection.**

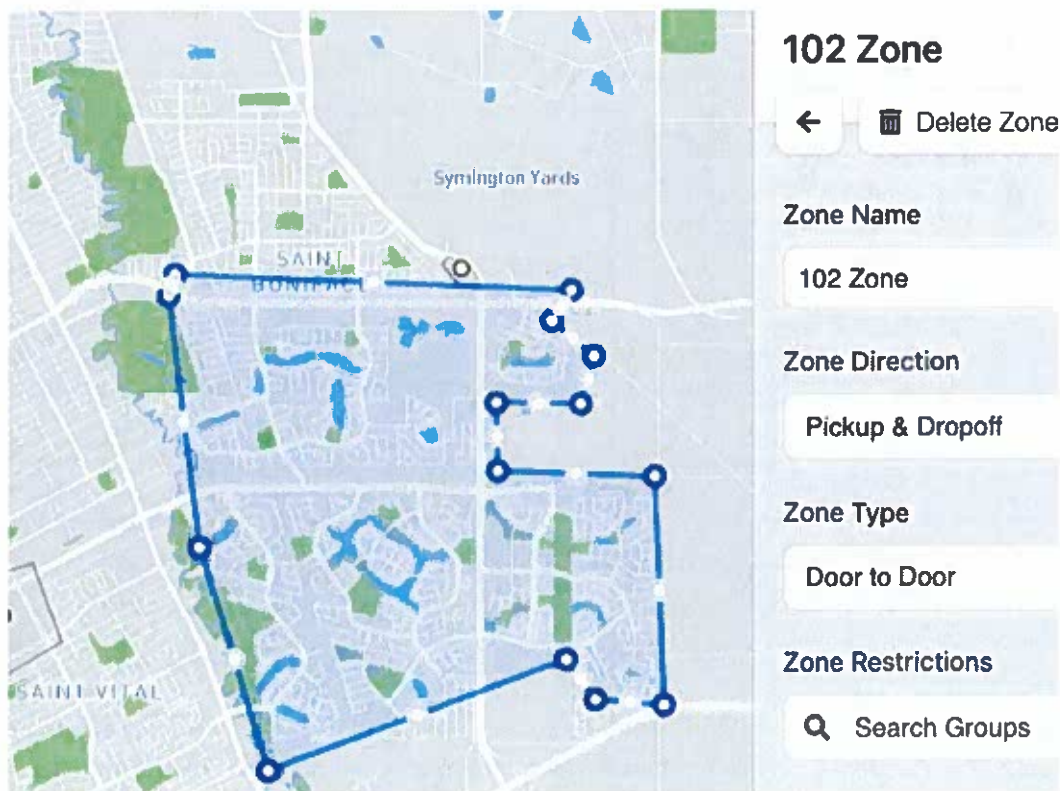
## Automated Dispatch

Dispatching is completely automated with Spare's software. Spare Engine's industry-leading routing and ride assignment algorithms continuously optimize pickups, drop-offs, and routing while dynamically updating riders, drivers, administrators, and dispatchers with real time information.

Whether it's a 1-vehicle or 30-vehicle service, this means that passengers will **always be assigned automatically by our system to the best-suited vehicle**—and group passengers headed in the same direction—into highly efficient shared (pooled) rides.

## Service Setup

Setting up a service is incredibly easy and versatile with Spare. Instead of tedious, clunky, or inflexible zone creation options that slow you down, Spare's in-platform zone creation tool is built to adapt to changing needs. For example, it is not necessary to create zones in GIS software, like ArcGIS or Google Maps, prior to importing into your platform. With our zone creation tool, your administrators can **launch new services quickly** or **make on-the-fly changes to existing services**, such as a lack of fixed-route drivers or natural hazards like snow or floods.



## Fleet and Vehicle Management

Spare allows multiple fleets to be used to provide the services and our advanced fleet management algorithm can even allow GCTD to set priority levels for its five operators. If further complex configuration is required, then specific fleets may be associated by specific zones. Spare allows GCTD to set priorities in a way where, when wait times are low, requests could be initially scheduled to Operator A and then

Fleet Connections	
FLEET	FLEET PRIORITY
Operator B	High
Operator A	Medium
Operator C	Medium
Operator D	Medium

to Operator B. If wait times are higher than a specific threshold, Spare will match to the vehicle offering the highest service level to the customer. By prioritizing fleets in the service setup, GCTD is able to ensure a preferred provider is operating at maximum efficiency before scheduling to the next preferred provider.

Spare's powerful vehicle management module allows for creating vehicle records with custom fields so that GCTD can add all necessary vehicle attributes. Staff can specify vehicle capacity and accessibility features to match trip requirements. Vehicle attributes can be changed at any given time and can be swapped when duties are started or in progress to **allow for maximum flexibility to respond to last-minute changes** in vehicle availability. To support phone-based dispatch, the administrative module has a dispatcher tool that allows GCTD staff to easily create and dispatch trips and manage their fleet of vehicles.

## Stop Management

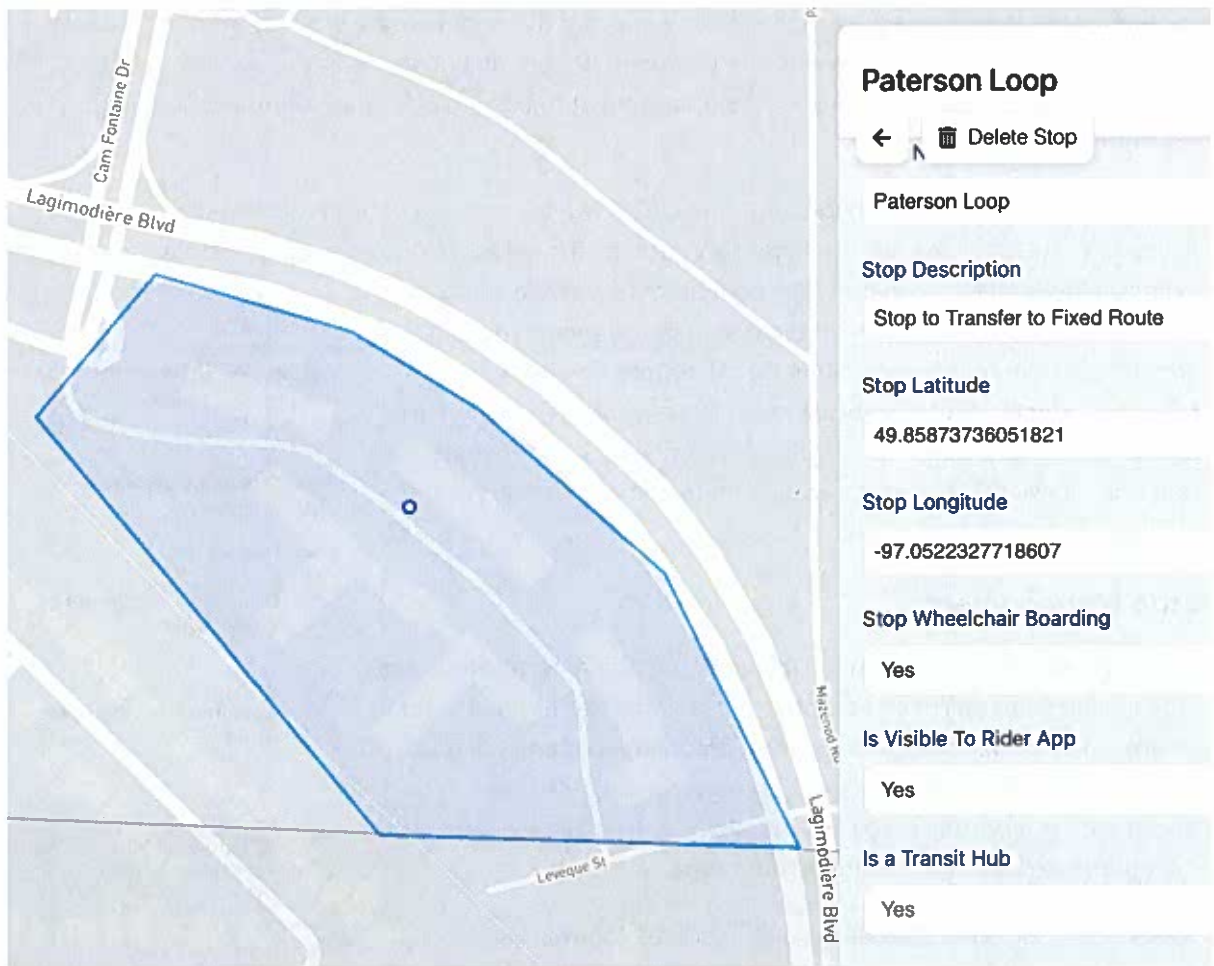
Managing stops in Spare Launch includes the ability to create virtual stops, which can be linked to a physical stop marker or can be set as any point in the zone for **maximum flexibility and ease of use**. When setting up transit zones, GCTD can choose between door-to-door or virtual stops to virtual stops. This can even be configured down to the particular rider type.

Spare offers **extreme flexibility** when it comes to **creating zone-based rules**. Zones can be 'door-to-door', 'virtual stop', 'pickup only', 'drop-off only', etc. Each zone can have its own time rules, group restrictions, and visibility in the rider app. Spare can create separate zones for paratransit and on-request riders.

By creating Transit Hubs, riders can be directed to or preferentially go to certain stops (see Paterson Loop virtual stop below) that have good fixed route connectivity. Spare provides directions to a rider as they continue their journey to their final destination, giving riders a **holistic end-to-end rider experience**.

The screenshot shows a transit trip itinerary for a 'City Ride' on the 'Millennium Line' for 14 passengers. The trip is scheduled from 7:32 PM to 7:37 PM arrival, with a cost of \$9.50+ and a 12-minute leave time. The itinerary includes the following steps:

- Pickup by orgName** (serviceName): X:XX XM. Includes a sub-step 'Ride for X min'.
- Dropoff at stopName or PoiName**: X:XX XM, latest X:XX XM.
- Walk to Commercial-Broadway Station**: 1 min walk, 5 min wait.
- Board the Millennium Line**: 6:55 PM, Pay transit agency. Includes directions: '→ Millennium Line to Lafarge Lake-Douglas - TransLink'. Sub-step: 'Ride 7 stops · 23 min'.
- Exit at Joyce-Collingwood Station**: 7:18 PM, After Nanaimo Station.
- Walk to Work**: 14 min walk, X:XX XM.



## Driver Management

GCTD can easily **add, remove, or customise driver profiles on the fly** within the platform. Staff can also import and export a list of drivers using CSV format and filter driver profiles based on fields like Created At, Last Seen, and Unscheduled Driving.

## User Permissions

Account creation and user management is easy with Spare Platform. Spare utilises a one-time-password sign in with a user's phone number. This is to ensure that a phone number is on file for notifications about the GCTD customers' trips. Phone numbers or email can be used for password recovery.

Spare uses a combination of **role-based permissions and individual product permissions** to manage user access to the administrative/staff platform. Spare can support single-sign on for the staff platform through an integration with WorkOS.

Each Spare Platform user at the office level has a specific set of permissions based on roles. They are: Administrator (the highest level of permissions), Operations Manager, Booking Agent, Scheduler, Service Planner, and Finance Manager. Additionally, Administrators can grant privileges only for access to Reporting and access to Analytics. Roles are based on function and do not implement row-based security at this time. As an example, a service planner would have access to configuration options for the service, whereas the booking agent role can only book trips and cannot alter service parameters.

GCTD **can be certain of the security of the system** with the access of the different user groups and have visibility into any changes in the platform.

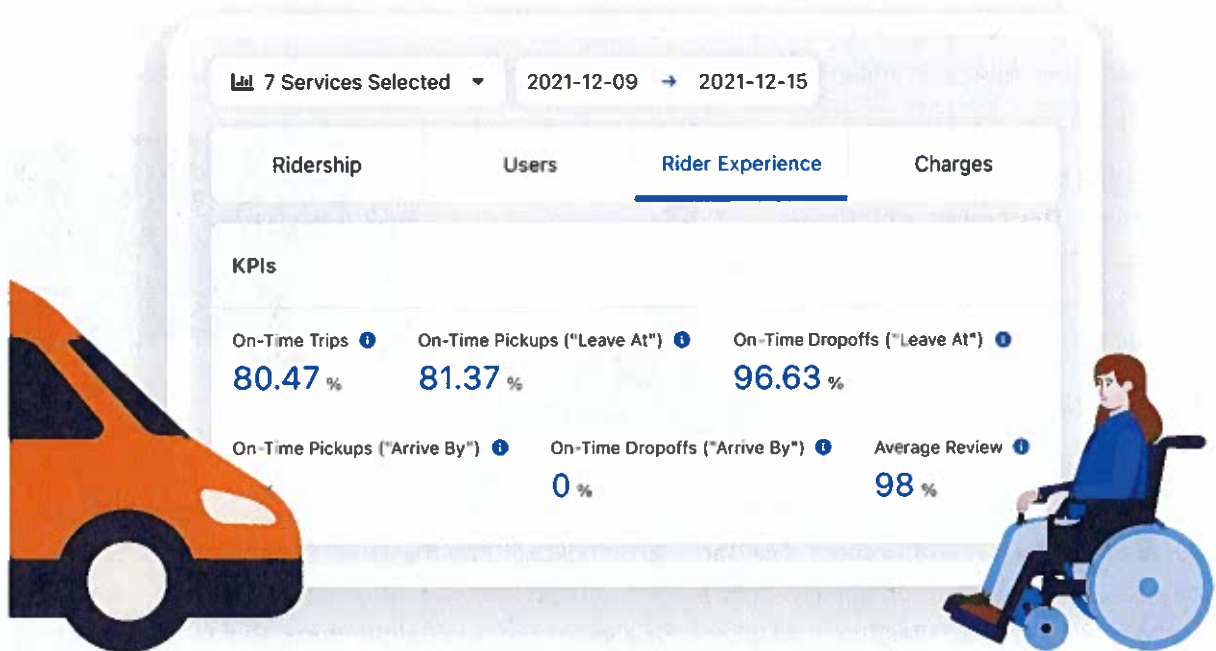
## Fare Rules

Spare offers a direct integration with a credit card processor that allows for automated payment collection. If preferred, all GCTD's services can be set up to accept cash fares to be collected by the driver instead of credit card payments. Fares are automatically calculated in the back office of the platform using a **comprehensive fare rules tool that allows for a variety of fare calculations**. Riders will know their exact fare at time of booking. Payment subsidies can be set up through fare rules and group membership, which allows specific riders enrolled in a group to have their fare calculated at different subsidised rates. Spare Platform includes the ability to generate digital passes, such as per-trip stored-value passes, monthly passes, rolling passes, etc.

Through our Open API, Spare safely outsources payments to our partner Stripe, a certified PCI Level 1 Service Provider that is well-known and used around the world. An electronic purchase solution, Stripe supports a variety of payment processors and gateways including but not limited to all major credit cards, debit payments, Paypal, Google Pay etc. Additionally, our Open API allows us to partner with any payment solution chosen by GCTD as long as that solution has an Open API into which we can integrate.



## Reporting, Analytics & Auditing: Grow Your Operation Through Data with Spare Analyze



Spare Analyze is our **powerful analytics suite** that supports GCTD to make data-based decisions of your service—in real-time. Created with the goal to reduce manual reporting work, all services in Spare Platform are monitored, analysed, and presented in the Spare Analyze KPI dashboard, especially Spare Launch. The Spare Analyze reporting panel can be filtered by date, date range, service area, service type and more, making it easy to drill down and see segmented data quickly. Spare Analyze also generates weekly reports that provide an overview of service metrics and performance over the last week. All of these capabilities are meant to allow GCTD to make informed, quantitatively-based decisions about your transit services. Key **features/capabilities** and **benefits** to highlight include:

### Fulfil Reporting Duties

Spare Analyze develops reports on the performance of your Spare-powered services. Reports can be generated for any given time or span of time. Ridership and driver reports can be exported from Spare Analyze in Excel format (CSV and XLSX). In addition to all of Spare's pre-built reports, GCTD can also create customized report templates **choosing the data you want to see, the way you want to see it,** and **save them for quick access whenever you need them.**

## Activity/Audit Log

This functionality will allow GCTD to have **complete visibility** into what is happening in your service. Agents will have the **ability to investigate trips** and understand the full story of what has happened in any particular scenario allowing them to take necessary next steps.

For example, on a request, the log will show when a trip was created, when it was edited, what was edited and by who. Customers will be able to deep dive into each activity to view further details e.g.

original scheduled pickup time and location, what changes were made, the notification messages.

This activity/audit log is one of the features in Spare's system that has customer privacy-compliant security features built into our platform. At minimum audit logs includes:

- The ID, role, and organisation of the accessing user
- The function performed by the accessing user (i.e., record is created, read/accessed, updated/changed, or deleted)
- Details of updates/changes to or deletions of a record's metadata in performance of a system administrator task
- The date/time stamp of the action

All of the above data is available within the interface.

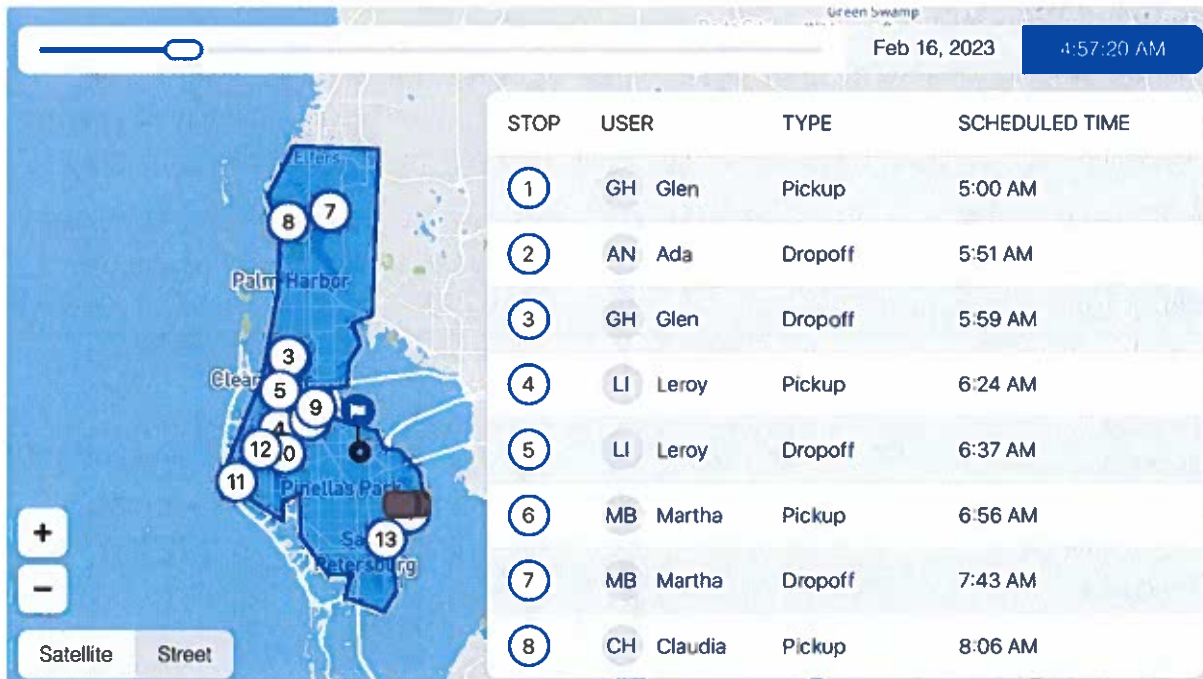
## Time Travel

With the 'Time Travel' feature, Spare collects granular geospatial data which would allow GCTD **to go back in time and understand what was happening** on every single vehicle at any given time. This would allow you to audit a duty, address complaints, and know where the vehicle was at any given point in the past.

TIME	ACTIVITY	CREATED INTERFACE	AUTHOR
Fri, Nov 4, 2022 8:50 AM	Estimate Created	Admin Interface	Detective William Murdoch
Fri, Nov 4, 2022 8:50 AM	Request Created	Admin Interface	Detective William Murdoch
Fri, Nov 4, 2022 8:50 AM	Notification Sent	Spare Engine	
Fri, Nov 4, 2022 8:50 AM	Request Accepted	Spare Engine	
Fri, Nov 4, 2022 8:51 AM	Request Edited	Admin Interface	Detective William Murdoch
Fri, Nov 4, 2022 8:51 AM	Request Rematched	Admin Interface	Detective William Murdoch
Fri, Nov 4, 2022 8:51 AM	Request Accepted	Spare Engine	
Fri, Nov 4, 2022 8:51 AM	Notification Sent	Spare Engine	

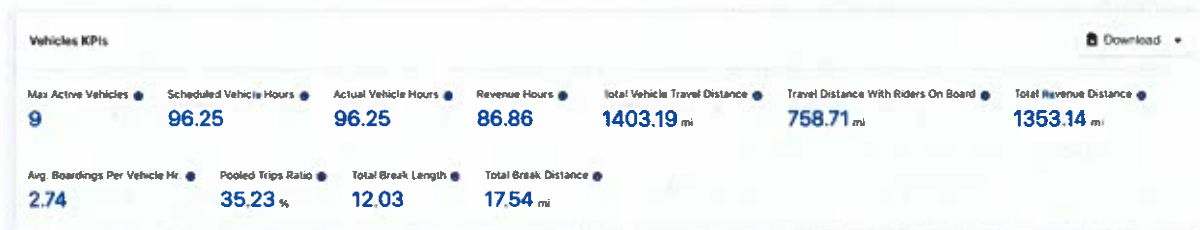
8 results

Previous Page 1 of 1 Next

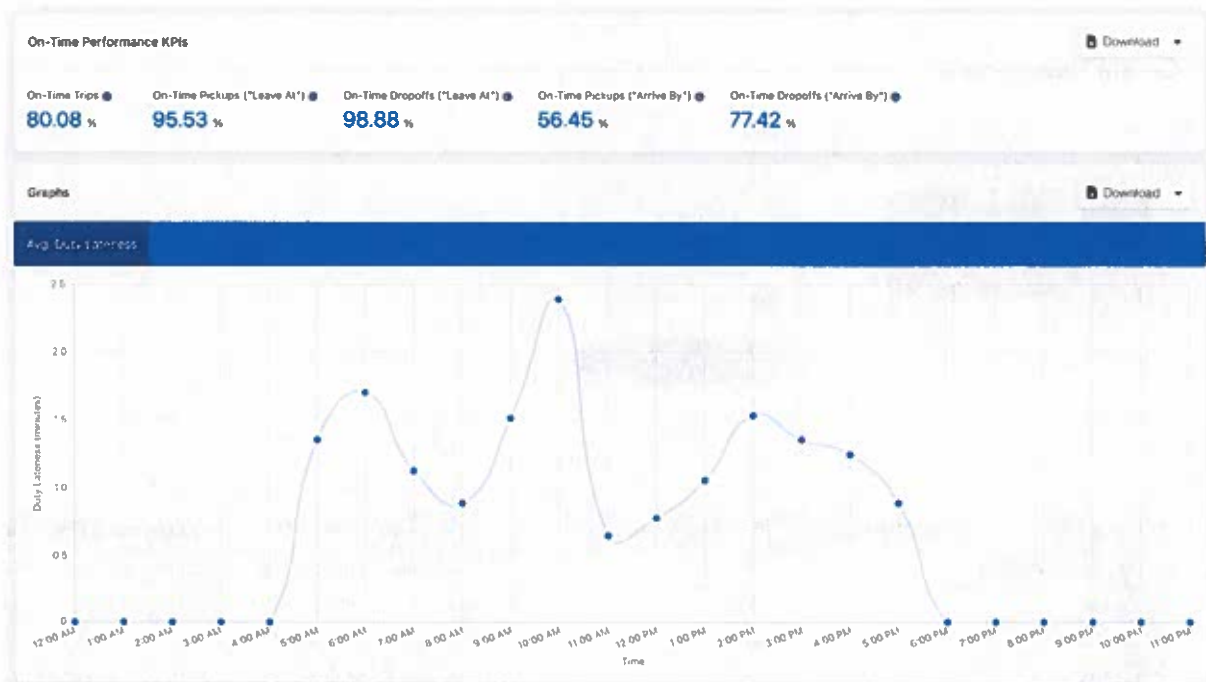


## Fleet Performance

Given that GCTD works with five different operators, Spare' robust ability to deliver summarised Fleet Analytics such as On Time Trips, Scheduled Hours, Vehicle travel distance and Break time will allow your team to **compare operators** and also **ensure that Service Level Agreements (SLA) are being met.**







## Reporting and Billing for Fleet Operators

Spare tracks the following information by fleet operators making it **easy to implement rules for invoicing** and add fines for subpar performance.

- Boardings
- Cancellations
- On time Performance
- Fares Collected
- Max Active Vehicles
- Scheduled Vehicle Hours
- Actual Vehicle Hours
- Revenue Hours
- Total Revenue Distance
- Avg. Boardings Per Vehicle Hr.
- Pooled Trips Ratio
- Total Break Length
- Total Break Distance
- Deadhead
- Total Vehicle Travel Distance
- Travel Distance With Riders On Board

Reports in Spare can be customized to reflect the needs of GCTD. For example, a custom operator report can be generated including only the relevant pieces of information.

## Create New Report

✕ Close

What type of report are you creating?



Next: Select Columns

Fleet: Operator 1

Driver Name	Fares Collected	Total Boardings	Duty Actual Started Time	Duty Scheduled End Time
Ruby van der Meulen	40	20	Tue, Feb 14, 2023 2:19 PM	Wed, Feb 15, 2023 2:19 PM
Eva Hayes	30	15	Tue, Feb 14, 2023 2:19 PM	Wed, Feb 15, 2023 2:19 PM
Rosalie Lepri	60	30	Tue, Feb 14, 2023 3:04 PM	Wed, Feb 15, 2023 3:04 PM
Effie Lisl	20	10	Tue, Feb 14, 2023 3:46 PM	Wed, Feb 15, 2023 3:46 PM
Olivia Tofani	24	12	Tue, Feb 14, 2023 3:53 PM	Wed, Feb 15, 2023 3:53 PM
Josephine Duffy	30	15	Thu, Feb 16, 2023 2:09 PM	Fri, Feb 17, 2023 2:09 PM

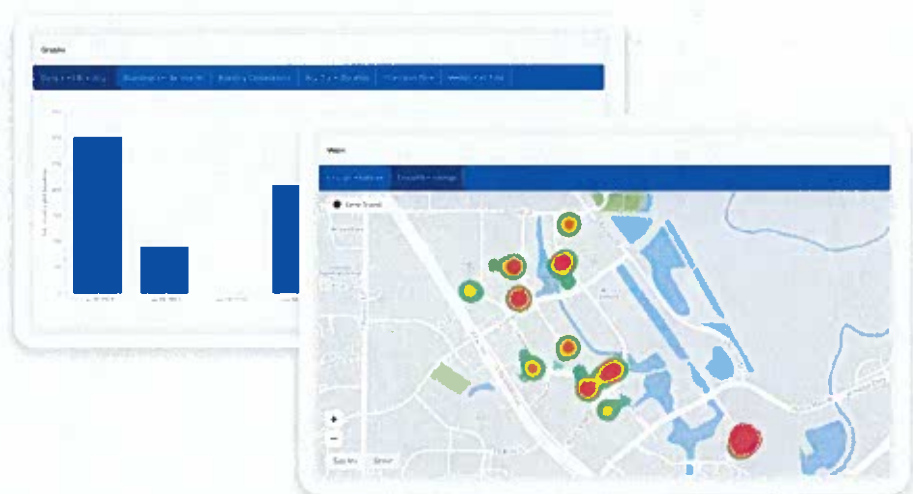
## Improve Your Service with Service Analytics

Spare Analyze is an entire analytics suite with powerful, real-time data to continuously improve your service. Important service and fleet KPIs, such as boardings per vehicle hour, median wait time, trip bookings (i.e. from rider app), revenue hours, On-Time Performance (OTP) and trends over time, and so much more can be distilled into an easy to read dashboard for decision-making. Demographics and coverage-related statistics

help display how well the service operates in peak times, resulting in **an infinite number of ways data can drive meaningful changes to your service.**

### Heatmaps & Histograms

Spare Analyze presents real-time data of your service in useful ways. Histograms help you



visualise the data in useful charts so that you can **find trends in your service over time**. Heatmaps allow you to see where pickups and drop-offs are occurring most frequently within your service zones, helping to **inform future planning decisions**, such as service expansion or implementation of fixed-route service.

## Trip Search Analytics

Data collection is integral to understanding how, when, and where people travel. This is why Spare Platform **records requested journeys or trip searches that do not lead to an actual trip**. Spare Platform allows GCTD to see where trips were taken by riders and where riders searched to go. Spare Platform provides fully exportable reporting in Excel format that can differentiate paratransit and on-request passenger trip data.

## Tracking and Reporting by Funding Source

Funding source can easily be added in Spare Analyze at the trip request level or as a full service on its own depending on volume of trips to be facilitated by the funding source. Reports can be generated by funding source and standard metrics such as number of requests and miles travelled. Rider type can also be tracked by funding sources. This data may be used to **generate invoices by funding source**.

## Effective Rides: Delivering Customers with the Spare Driver App

Driver trips are automatically dispatched to the driver and added to their trip itinerary from Spare Platform. Tablets and tablet terminals can be easily installed and locked in the vehicles to host the Driver app.

Spare Driver, Spare Rider, and Spare Launch work harmoniously to send and receive live vehicle data, including live vehicle tracking, driving durations, service mileage, unique vehicle identifications, and accepted trip requests. Spare Driver provides fully automated turn-by-turn navigation both on the tablet screen and through voice guidance. Key **features/capabilities** and **benefits** to highlight include:

### Real-Time Data

Spare Driver delivers vehicle data in real-time, including fully automated turn-by-turn navigation. The Spare Driver app tracks and **sends all live vehicle data**, at frequent intervals, back to the Spare Launch Admin Portal. The platform then uses this information to provide **full live vehicle data to administrators and riders**, including: live vehicle tracking, driving durations, service kilometres, unique vehicle identifications, accepted trip requests, and more. Live traffic is also accounted for to ensure the optimal route is always taken.

### Features to Help Drivers

Voice guidance is available for drivers to focus on the road and **not get distracted**. Our Driver



Nudging feature increases the interface's ease-of-use. When drivers forget to execute on a next task, Spare Driver monitors this and **nudges drivers with helpful prompts** when the app senses a task was not executed, ensuring **the workflow is seamless**. In addition, many drivers drive during times when there is little or no daylight. To provide a safe experience for the driver and riders, Spare Driver **automatically switches into Dark Mode**. If needed, this feature can be overridden in the settings.

## **Flagging Down a Ride**

Sometimes riders need to quickly hop on a vehicle without it being dispatched through from Spare Rider or a call centre. To handle this, Spare Driver has Flag Down functionality. This enables the driver to **quickly add new trips** to the vehicle and inform the rider when their expected drop-off is.

## Route and Pooling Algorithm that Does All the Work: Spare Engine

Spare's ability to be on the leading edge of transit technology stems from the power of the Spare Engine and the flexible design philosophy behind our platform. The Spare Engine uses an advanced proprietary algorithm to analyze thousands of possible matches for every trip request and creates the most efficient manifest possible for every single duty. It does so by keeping in mind the constraints determined by the various services that are running in parallel. For example, it knows not to move a paratransit ride beyond the flexibility parameters and only accepts new on-demand same-day requests if they can be executed without delaying paratransit rides. To make the process even more responsive, the algorithm works even after trips have been matched to make adjustments on the fly as the day progresses and unforeseen events occur, such as breakdown and delays. Key **features/capabilities** and their **benefits** to highlight include:

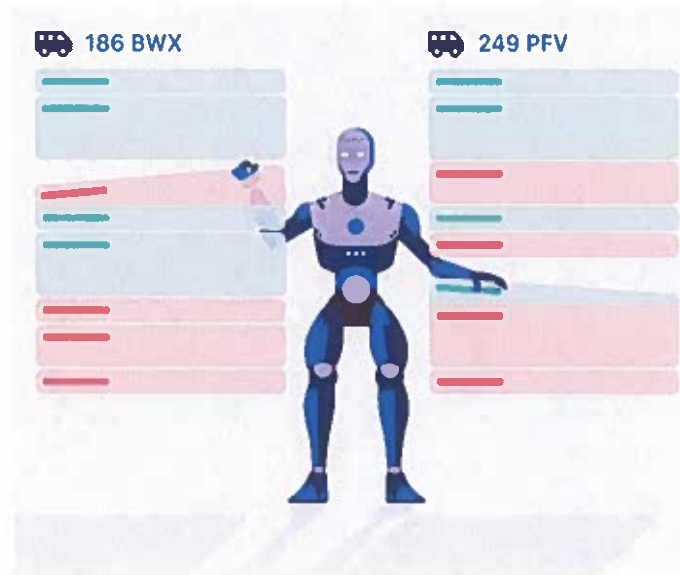
### Hourly Optimizations

As more bookings come in and cancellations occur, sometimes the initial schedules chosen at booking time are no longer the best schedules. **Once an hour, Spare's algorithm will reorganize your schedules into an optimal schedule.** This happens **before** duties/vehicles become live. This obeys the same rules and weightings described for initial bookings. Note that this occurs regardless of whether you chose the "find a spot for rides immediately" or "accept everything up front, find a spot later" configuration.

### Live Optimizations aka GOLD

When drivers are out on the road, they can fall behind due to worse-than-expected traffic, riders not being ready for pickups, etc. At the same time, other drivers will have spare time due to last-minute cancellations, better-than-expected traffic, quicker-than-expected boardings, etc.

Every 10 minutes, Spare's algorithm will automatically assess the service zone to see if the system can reorganize rides into **more optimal configurations** for live duties. This happens for duties/vehicles **currently in progress**. For example, if driver A is falling behind, but driver B has a bit of slack in their schedule, Spare Engine's algorithm automatically offloads a future ride from driver A onto driver B, so that driver A can catch up and driver B stays busy.



As with the hourly optimizations, this follows all of the same rules and weightings you configured for initial bookings.

## **Intelligent Override**

Spare's intelligent override or manual override feature empowers the dispatcher to **make informed decisions when manually inserting a trip**, especially in an emergency. While Spare's powerful algorithm is extremely efficient at optimization, exceptions do occur when a last-minute request or a stranded rider needs to be inserted manually into a manifest. Instead of having to make this decision without critical information, Spare empowers the dispatcher to see what impact this insertion will have on other riders, before deciding whether to manually enter that trip in—essentially giving the ability to negotiate trips for riders.

## Advanced, Shared-Ride: Commingling

Spare proposes leveraging our advanced, shared-ride commingling feature to generate added value and resources to re-invest into GCTD's existing transit system. Commingling, in the most general sense, is the ability to combine different types of transit services (on-request, paratransit, NEMT, etc.) into a single cohesive one. Commingling includes the ability to combine different passenger types into a single vehicle and the ability to use the same vehicle for different types of services. It can enable significant **cost savings for agencies by maximising resources and service availability**. Commingling can also help promote social inclusion by virtue of breaking down former silos and creating a mosaic of riders, enabling riders of different backgrounds to share similar rides.

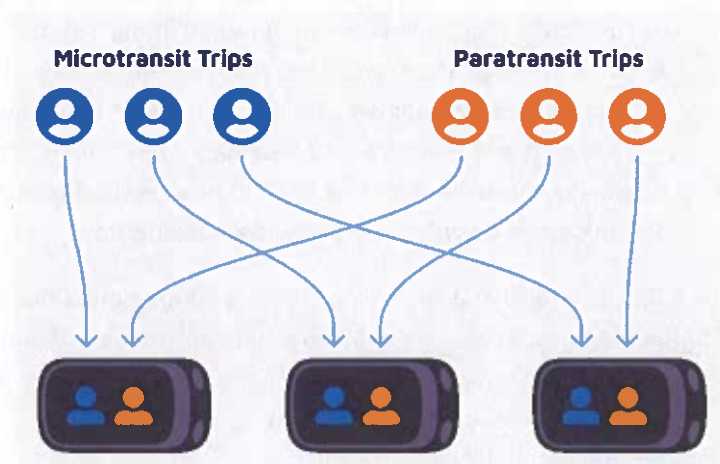
Many agencies are now combining on-request and paratransit. Across our partner network, transit agencies leverage Spare's commingling and pooling algorithm to **drive operational efficiencies and increase vehicle productivity**.

Many agencies opt to take a phased approach to commingling, opting to start with separated services and transitioning to a more commingled approach when passenger demand or operational conditions justify it. Thanks to the flexibility of Spare Platform and with the support of our Partner Success team, **GCTD can choose what works best** for your community and deploy commingling at any time.

Spare has extensive experience in powering commingled transit services and non-commingled paratransit and on-request operations, as well as services that started separately and later became commingled services.

Spare's algorithm takes into account parameters such as empty vehicle seats, locations, timing of schedules, and wait times to decide when to commingle trips. The algorithm uses an advanced proprietary algorithm to analyse thousands of possible matches for every trip request and creates the most efficient manifest possible for every single duty. It does so by keeping in mind the constraints determined by the various services that are running in parallel. For example, it knows not to move a paratransit ride beyond the flexibility parameters and only accept new on-demand same day requests if they can be executed without delaying paratransit rides. To make the process even more responsive, the algorithm works even after trips have been matched to make adjustments on the fly as the day progresses and unforeseen events occur, such as breakdown and delays.

**Where it works.** Spare launched a commingled service with Citibus in Lubbock, Texas. Layering two zones together in Spare Platform, the Citibus Access (ADA paratransit) service and Citibus On-Demand



(general microtransit) service co-exists to serve the residents of Lubbock. Through fleet sharing, Spare provided operational savings of up to 30% in Lubbock by avoiding the need to operate a larger, overall fleet.

## Designing for All: Accessibility Support

Spare adheres to level AA of the WCAG 2.1 guidelines to design a software for any and all users. Accessibility features we have built into our platform and Rider app includes:

- Ability to configure specific vehicle accessibility features, including wheelchair required, oversize wheelchair, bike, and door-to-door access, and more
- Rider special accommodations, such as other riders that typically ride with the passenger and other custom requirements
- Page level headings added to every page
- Added proper landmarks to pages (header, navigation, main page)
- Improving the navigation experience in our sidebar
- Improving labels, states, and roles so that accessible tech can interpret them better
- Screen reader support - Riders with visual impairments often use screen readers that read text out loud and describe what elements are present on the screen. Spare provides audio descriptions for icons, details on how estimates and services are described and navigated, and an overall easy-to-navigate ride booking flow

Mobility, like food and running water, is a fundamental human need. It gives us freedom and enables connections. At Spare, we want to empower transit agencies to make every ride possible by unlocking the potential of mobility. If we succeed in this mission, we can meaningfully reduce humanity's environmental impact, improve equity and enable happier, healthier, and fulfilling lives for all.

This philosophy guides Spare's culture and is what drives our team, our mission, and our culture. To meet this mission, we are committed to building and maintaining software that is **accessible for all**. Spare's Product and Engineering teams' work is guided by the principle that transit is for everyone, regardless of age, disability, or access to technology. This is why we seek to ensure digital accessibility for people with disabilities and continue to improve the user experience for everyone. We





believe that when accessibility comes first, technology truly starts to work for everyone. This means creating a more inclusive and accessible technology that makes it simple for everyone to access transit and move around.

Spare's customer-facing solutions adheres to level AA of the WCAG 2.1 guidelines, which states that sites should be:

- **Perceivable:** Information and user interface components must be presentable to users in ways they can perceive
- **Operable:** User interface components and navigation must be operable
- **Understandable:** Information and the operation of the user interface must be understandable
- **Robust:** Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies

As a result, our customer-facing solutions are compliant with Canadian and Manitoba regulations as per *S.C. 2019, c. 10 Accessible Canada Act* and *C.C.S.M. c. A1.7 The Accessibility for Manitobans Act*.

The following describes several of our accessibility support capabilities that are backed by inclusive research, and aimed to make our products accessible for everyone, including those with disabilities.

### For Riders

When riders request rides on the Spare Rider mobile app, they are given the option to select special accommodations they may need to take the trip. Riders can choose accessibility options, including wheelchair accessibility, small child accessibility, door-to-door access, and more.

Those who require door-to-door access or wheelchair-accessible vehicles will be matched by Spare's routing and pooling algorithm to trips

and drivers who can accommodate them. Additionally, the Spare Rider app supports iOS and Android accessibility features, such as live text-to-voice and screen reader support.



### For Riders Who Phone-In

We understand that a large portion of the population do not use smartphones or are unbanked. Spare's technology and service approach accommodates diverse passenger groups and their distinct needs, including those for seniors and riders with disabilities and/or limited technology access. For riders

without smartphone technology, administrators can easily book on-demand or scheduled rides on behalf of customers who phone in using our administrator module, Spare Launch.

## For Riders Without Smartphones

Spare Rider Web app, which mirrors the Spare Rider app, is a full end-to-end rider experience complete with login, trip management, rider announcements, payments, and more. It essentially enables riders to plan, book, and track multimodal journeys from any device that has a browser. With Rider Web, GCTD can reach even more riders by providing a new platform for seamless mixed-mode trip planning and web-based on-request bookings.



## For Drivers

Spare designs for all users, including for drivers. Turn-by-turn instructions offer drivers real-time, actionable data to meet their riders. Our driver-facing application, Spare Driver, showcases clear and minimal data display to reduce distraction while driving. The app is designed in a way that offers a high-contrast color palette for increased visibility of information and has an optional dark mode for drivers, which reduces eye strain from light emitted by

device screens particularly at night.

## For Transit Staff

On the administrator-side, our accessibility options list is customizable by GCTD with options such as, wheelchair accessibility, small child accessibility, door-to-door access, and more for easy configuration. Transit administrators and dispatchers are power users of Spare Platform and we've designed Spare Launch to make it as accessible as possible. Browser magnification support, screen reader navigation and input, and keyboard-only navigation to support screen reader users are designed and built into our platform through inclusive research to not only meet WCAG 2.1 guidelines but to ensure our products are designed for all users.

## Multi-Lingual Booking Options

Cities are home to a diverse population that speaks a variety of languages. As a result, new technology must be accessible to all citizens, especially transit-dependent riders who rely on transit as their only means of transport. Spare is proud to support many languages via our Rider app including English, French, Spanish, German, Catalan, Icelandic, Japanese, Norwegian (Bokmal), and Swedish.

## GCTD Pilot Price Proposal

### Spare Essentials Package

Price: **USD\$30,000** annually

Quote valid until **Jun 30, 2023**

Package Includes:	
Spare Launch & Analyze (Scheduling, Dispatching and Reporting Module)	Up to 15 active vehicles*
White label Rider App	Mobile App Setup and Configuration
Driver App	Includes live vehicle tracking
Partner Success Package	Includes access to two calls a month with chat support (response within 48 hours) and quarterly 1-hour check-in call
Fare Passes	Virtual wallet for account-based fares including fare payment collection

\*Additional vehicles can be added at \$4150/vehicle annually

### Optional Fees

Spare will not initiate any optional fees unless written pre-approval has been provided by GCTD

Optional Pricing	
Multimodal Fixed Route Module	\$7,600 annually
Call Center Services	\$12,000 annually + \$1.87 per trip request
On-site training	At cost + 10%

## Implementation Plan

Project Stage	Major Milestones
<b>Phase 1: Kickoff and Project Plan</b> <b>1 week</b>	<ul style="list-style-type: none"> <li>✓ Project Kickoff with Spare and GCTD's project team</li> <li>✓ Requirements Review completed</li> <li>✓ Project Plan developed</li> </ul>
<b>Phase 2: Service Planning and Design and System Development</b> <b>2 week</b>	<ul style="list-style-type: none"> <li>✓ Fine-grained service parameters finalized</li> <li>✓ Detailed, week-by-week launch schedule completed</li> <li>✓ Security and recovery plan created and validated</li> <li>✓ Rider Importation Plan complete (re Data Migration Plan)</li> <li>✓ Platform configuration completed</li> <li>✓ System ready for end-to-end testing</li> <li>✓ Completed environment set-up</li> </ul>
<b>Phase 3: Training and Vehicle Setup</b> <b>2 week</b>	<ul style="list-style-type: none"> <li>✓ Training plan finalized and sessions scheduled</li> <li>✓ Team training</li> <li>✓ Vehicles ready for launch</li> <li>✓ In-vehicle device setup and installation completed</li> <li>✓ Training documentation provided</li> </ul>
<b>Phase 4: Testing and Pre-Launch</b> <b>2 week</b>	<ul style="list-style-type: none"> <li>✓ Testing environments configured and ready</li> <li>✓ Service dry run completed</li> <li>✓ User acceptance testing complete</li> <li>✓ Final system acceptance completed</li> </ul>
<b>Phase 5: Service Launch</b>	<ul style="list-style-type: none"> <li>✓ System goes live—Spare launches service (date to be determined and finalized with GCTD). Initial adjustments made. Spare makes necessary changes based on actionable feedback from first users and GCTD staff.</li> </ul>
<b>Phase 5: Post-Launch Support and Optimization</b>  <i>Ongoing to End of Contract</i>	<p>Performance reviews completed, which will be shared by Spare and used as a benchmark against collaboratively-determined KPIs.</p>

## Post Launch Support

Spare's support team will be available to GCTD and provide 24/7 customer outage support for emergencies. Your support team—led by our Support Manager—complements your dedicated Project Manager to provide responsive and thorough support over email, chat and by live telephone. Spare will provide GCTD with a direct phone line for emergency questions and issues for further debugging. Your support management team is dedicated to delivering fast response times, averaging 10 minutes for email, chat or phone support. Our support team currently averages a response within 24 hours and can be reached either by email at [support@sparelabs.com](mailto:support@sparelabs.com) or via the live chat widget from within the platform. Should your issue require escalation, an Account Success Manager will be in contact with you. Your team will be supported with 24/7 technical and customer service support for outages and emergencies—with engineers on call 24 hours, seven days a week—ready to respond immediately. While we don't have the ability to remote into your computers, we are happy to meet over Zoom/Meet to help answer any questions.

After services are launched on the Spare Platform, Spare will continue to provide a high level of support with a dedicated project team. In summary, the following is included as part of Spare's post go-live optimization and support strategy:

- Project management and dedicated Project Manager
- Frequent progress meetings throughout the contract duration
- Rider surveys to find ways to improve rider experience and optimize service
- Analysis and recommendations from our Data Science team
- Monthly Data Science Digests
- 24/7 dedicated outage customer support
- Continuous service optimization
- Personalized weekly and daily email reports
- Future updates to the Spare Platform, including ongoing rollout of new innovations
- Continuous Spare Platform performance optimization
- Spare Platform hosting and maintenance
- Translation and localization updates and maintenance
- Real-time data gathering and performance reporting
- On-demand service marketing support
- Co-branded case study about service success

Our training modules provide a range of resources and materials to help strengthen GCTD's knowledge of the Spare Platform. These include recorded training sessions, help articles (FAQ), training videos, and user guides. Spare is committed to providing the training our customer stakeholders need to be successful in their new workflows, without additional fees.



**PRICE PROPOSAL**  
**Gulf Coast Transit**



07/13/23

Dear Christopher ,

We are pleased to provide you with a price proposal for Lytx's solutions and services. Based on our conversations, I believe your organization is a great candidate for the offering(s) detailed below.

### **Risk Detection Service**

Monitor risk trends and take action. A simplified solution to help you monitor and manage your fleet with reports that help you spot trends that contribute to risk. Get timely event clips of moments that are important to track.

- The Lytx Video Search feature enables you to easily access the moments you need through continually recorded video-on-demand anywhere you are connected, including simultaneous views of the cameras of your choice
- MV+AI technology helps surface driving risk
- Dashboard and insights reports provide a snapshot of risk trends
- Machine review categorizes and presents risk across your fleet

### **Fleet Tracking Service**

Take the guesswork out of fleet status with video. Get a real-time view into what's happening with your fleet operations with video. Locate, track, and manage vehicles in real time\* to respond faster, maximize productivity, and optimize your field-service efficiency.

- The Lytx Video Search feature enables you to easily access the moments you need through continually recorded video-on-demand anywhere you are connected, including simultaneous views of the cameras of your choice.
- Real-time access to fleet status
- Vehicle locations, ETA, trip histories, and more
- Custom alerts to geofencing parameters, speeding, and idling
- Reduce operating costs by reducing big ticket repair items; increase revenue per vehicle by improving vehicle up-time

We appreciate the opportunity to consult with you on those things that keep you and your drivers up at night and serve as an innovative technology vendor in the near and long term!

Sincerely,  
Michelle Fitzhugh, Senior Account Executive Mid-Market Sales  
Email: michelle.fitzhugh@lytx.com  
Phone: +1 858-290-6039 x6039



## Gulf Coast Transit

### DriveCam License + Risk Detection Service + Fleet Tracking Service

Subscription Quantity: 60

Purchase Model(s): Purchase

Subscription Term: 36

#### Subscription Service

DriveCam License + Risk Detection Service + Fleet Tracking Service	
Purchase Model	Purchase

#### One-Time Hardware

Item	Quantity	Unit Price	Total
SF400	60	\$540.00	\$43,200.00

#### Subscription Service + Hardware + Term

		36 months
Subscription Service		Price / Amount
Product Portfolio		DriveCam License + Risk Detection Service + Fleet Tracking Service
Quantity		60
Subscription		\$27.50 / month *
Annual Total		\$19,800.00

\*Monthly price p/vehicle is based on subscription services billed annually.



## SF-Series Accessories

### LytX Auxiliary Cameras

Requires Hub Adapter.  
Supports up to 4 additional cameras.

Description	Units	Unit Price	TOTAL
Hub Adapter & Cable Kit	60	\$349.00	\$20,940.00
Side View Camera	120	\$125.00	\$15,000.00
Rear View Camera	60	\$125.00	\$ 7,500.00
Dome Camera*	60	\$117.81	\$ 7,068.60
<b>TOTAL</b>			<b>\$50,508.00</b>

\*Must be purchased directly from TVG.

## Additional Services:

### LytX Installation Services

#### Installation Services

Item	Quantity	Unit Price	Description
Cable Installation (All Standard Cables)	60	\$180	Includes: power only or power + ECM cables; Excluded: extended wiring, peripheral installation services, such as Hub Adapter and auxiliary camera installation
Hub/Aux Camera(s) Installation	60	\$510	Install Lytx Hub Adapter and 1 or 2 side cameras and rear camera (optional monitor and mount)
<b>TOTAL</b>			<b>\$30,780.00</b>

**Total One-Time Hardware, Accessories, and Installation Costs:**  
**\$124,488.00**

**Total Annual Subscription Costs:**  
**\$19,800.00**

# Supplemental Documentation

## About Lytx

Lytx® is a leading provider of video telematics, analytics, safety, and productivity solutions for commercial, public sector, and field services fleets. Our unrivaled, customizable video safety programs, powered by our best-in-class DriveCam® Event Recorder, are proven to help save lives and reduce risk. Using the world's largest driving database of its kind, along with proprietary machine vision and artificial intelligence technology, we help protect and connect thousands of fleets and more than 1.4 million drivers worldwide.

*"Our mission is to become the safest fleet in Amazon, and we believe that our partnership with Lytx will help us achieve that objective. We have seen dozens of companies fail that could not stay focused on safety to make it their number one priority in this business. Safety is not only an integral part of our culture, but it's necessary in order for us to scale. With 165 vehicles and plans to grow to 250 by the end of the year, we need technology solutions for safety and efficiency that will be able to adapt and evolve as we do."*

- AHMAD KHAN, President, Colonial Logistics

*"It is the best tool I've had in 38 years of trucking."*

- PAT LANDRETH, Director of Loss Prevention, Ozark Motor Lines

### 2021 brought several new clients to Lytx, including:

- **Allied Universal:** A leading security and facility services company
- **Southern Glazer's Wine & Spirits:** The nation's largest wine and spirits distributor
- **Sunbelt Rentals:** Premier equipment rental service in North America
- **Old Dominion Freight Line Inc.:** One of the largest less-than-truckload motor carriers in North America
- **Builders FirstSource Inc.:** The U.S.'s largest supplier of building products and prefabricated components
- **Republic National Distributing Co.:** One of the nation's leading wholesale beverage alcohol distributors
- **The Brink's Co.:** Global leader in total cash management, route-based secure logistics and payment solutions
- **Circle K Stores Inc.:** Convenience store and gas station chain
- **Intervid Inc.:** Leading provider of electronic security solutions

### Why Lytx

- More than 4,400 fleets worldwide trust Lytx.
- Lytx customers include 7 of the top 10 for-hire, less-than-truckload, and truckload carriers.<sup>1</sup>
- Lytx technologies have helped our clients reduce claims costs by up to 80%.<sup>2</sup>
- Lytx has seen clients achieve a 6–12% reduction in fuel costs and a 10–15% reduction in maintenance costs due to safer driving habits affecting their fuel efficiency and wear and tear on the vehicle.<sup>2</sup>
- For every \$1 our clients spend on a Lytx subscription, they receive about \$3–\$6 back annually.<sup>2</sup>
- Lytx analyzed and labeled more than 93 million driving events in 2020, capturing key causes of driver distraction and increased risk, including cell phone use, driver unbelted, smoking, and food/drink consumption.
- Our innovation is backed by a portfolio of more than 200 issued and pending patents.
- Fast Company recognized Lytx as one of the World's Most Innovative Companies in Data Science in 2021.

<sup>1</sup> Based on Transport Topics 2021 Top 100 For-Hire Carriers.

<sup>2</sup> Results not guaranteed and vary by client. These numbers are Lytx internal, based on a sampling of client claims data.

## The Lytx Difference

- ✓ Lytx devices cover nearly every inch of every road in the U.S. once every hour – we capture 100,000 risky driving events daily
- ✓ Lytx combines machine vision and artificial intelligence (MV+AI) with professional review, presenting a customized and accurate view of risk, with greater than 95% accuracy across more than 60 risky driving behaviors
- ✓ We connect fleets and data at an unprecedented scale
- ✓ We filter out the noise and information clutter and identify real-time risk so you can focus on what matters most—keeping your drivers safer and your business thriving

People	Process		
<ul style="list-style-type: none"> <li>• Subject matter experts</li> <li>• Over 22 years of industry experience</li> <li>• Client experience model that supports your needs as you evolve as a business</li> </ul>	<ul style="list-style-type: none"> <li>• Infrastructure to support various markets and industries</li> <li>• Established trial process</li> <li>• Installation flexibility</li> <li>• Comprehensive client onboarding</li> <li>• Robust library of client training tools</li> <li>• Program management guidance</li> </ul>		
Company	Third-Party Relationships		
<ul style="list-style-type: none"> <li>• Clients that trust us with their business: 4,400+</li> <li>• Positive EBITDA, well capitalized</li> </ul>	<ul style="list-style-type: none"> <li>• 30+ insurance providers</li> <li>• Technology providers like Geotab and Velociti</li> <li>• Transportation providers (e.g. pre-wire OEM options)</li> </ul>		
Solution			
<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> <li>• Highly configurable product portfolio</li> <li>• Machine Vision + Artificial Intelligence (MV+AI): Data trained algorithms to help solve fleet challenges</li> <li>• Intelligence built from more than 1 billion miles of driving data</li> <li>• Optimized workflows and user interface</li> <li>• On-demand lookback capabilities*</li> </ul> </td> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> <li>• Single, built-to-last device</li> <li>• Over-the-air updates</li> <li>• Open platform for API integrations</li> <li>• Advanced compliance tools</li> <li>• Livestream option</li> <li>• Auxiliary camera capabilities</li> <li>• Proven results in every industry, across all fleet sizes and vehicle types</li> </ul> </td> </tr> </table>		<ul style="list-style-type: none"> <li>• Highly configurable product portfolio</li> <li>• Machine Vision + Artificial Intelligence (MV+AI): Data trained algorithms to help solve fleet challenges</li> <li>• Intelligence built from more than 1 billion miles of driving data</li> <li>• Optimized workflows and user interface</li> <li>• On-demand lookback capabilities*</li> </ul>	<ul style="list-style-type: none"> <li>• Single, built-to-last device</li> <li>• Over-the-air updates</li> <li>• Open platform for API integrations</li> <li>• Advanced compliance tools</li> <li>• Livestream option</li> <li>• Auxiliary camera capabilities</li> <li>• Proven results in every industry, across all fleet sizes and vehicle types</li> </ul>
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\*Subject to available cellular network coverage

## Product Features

<b>Risk Detection Service</b> Monitor fleet risk with timely insights.	<b>Driver Safety Program</b> A proven approach to improving driving habits.	<b>Fleet Tracking Service</b> Improve customer satisfaction and safety - in one solution.	<b>Lytx ELD Service</b> Keep your fleet compliant with ELD mandates.
<p><b>Provides users with insights about driving moments that are important to track.</b></p> <ul style="list-style-type: none"> <li>• Lytx Video Search capabilities and feature set</li> <li>• Dashboard displays the categories that are contributing to risk, frequency by count and trend, per Group.</li> <li>• Event List provides a summary of exception-based events generated by vehicles drivers including accelerometer, speeding, rolling stop and third-party ADAS triggered events.</li> <li>• Extend Events: Get 30-seconds before and 30-seconds after exception-based events (when Continual Recording is activated)</li> <li>• No coaching workflow</li> </ul>	<p><b>Helps change behavior by coaching drivers to be aware of their habits on the road.</b></p> <ul style="list-style-type: none"> <li>• Lytx Video Search capabilities and feature set</li> <li>• Prioritized coaching tasks</li> <li>• Prescriptive coaching workflow</li> <li>• Human review identifies behaviors and outcomes</li> <li>• Reports: Safety and performance; Drivers, group, and program status reports, Industry benchmarking</li> <li>• Scores: Coaching effectiveness help users monitor efficacy</li> <li>• Program management and support</li> <li>• Program reviews, ROI analysis</li> <li>• Insight dashboards</li> </ul>	<p><b>Provides real-time* fleet status so users can optimize productivity.</b></p> <ul style="list-style-type: none"> <li>• Lytx Video Search capabilities and feature set</li> <li>• Real-time vehicle location</li> <li>• Route replay</li> <li>• Locate closest vehicle</li> <li>• Custom geo-fences with real-time alerts</li> <li>• Real-time and past vehicle location data</li> <li>• Fuel management reports)</li> <li>• State mileage data extracts</li> <li>• Distance-based service intervals in Preventative Maintenance can be created, tracked, and managed</li> </ul> <p><small>*Subject to available cellular network coverage</small></p>	<p><b>Streamlines HOS and DVIR reporting.</b></p> <ul style="list-style-type: none"> <li>• User-friendly, FMCSA compliant solution</li> <li>• Works with most mobile devices</li> <li>• Automatic records of duty status and changes</li> <li>• Violation alerts</li> <li>• Alerts when drivers are not logged in</li> <li>• Co-driver support</li> <li>• 16 hour day support</li> <li>• Personal conveyance exemption</li> <li>• Yard move and oil field exemptions</li> <li>• Adverse weather condition support</li> <li>• End-to-end vehicle inspection workflow</li> <li>• Easily see previous DVIR Reports and comments</li> <li>• List of mandatory checks presented</li> <li>• Click through menu when defects need to be logged for repair</li> </ul>

## Hardware

### Lytx DriveCam® Event Recorder – SF Series

- ✓ 4G connectivity
- ✓ ECM data for light duty (OBD-II) & heavy duty (J1939) vehicles
- ✓ Industry leading telematics sensors
- ✓ Tamper prevention clips
- ✓ Microphone for recording sound
- ✓ Compatible cables, accessories & peripheral





Physical Security  
as a Service

Service Location	
Service Name	Gulf Coast Transit
Street Address Floor	
Suite City, State, Zip	
Service Contact	
Service Phone	
Service Email	
Term	60 Month

Item Code	Description	QTY	Unit Price	MRC
<b>Interior Cameras</b>				
CD52-256-HW	CD52 Indoor Dome Camera, 5MP, Zoom Lens, 30-day max retention, 3 YR license INCLUDED	5	\$49.00	\$245.00
<b>Exterior Cameras</b>				
CB62-512E-HW	CB62-E Outdoor Bullet Camera, 4K, 30-day max retention, 3 YR license INCLUDED	1	\$69.00	\$69.00
CB62-512TE-HW	CB62-TE Outdoor Bullet Camera, 4K, 30-day max retention, 3 YR license INCLUDED	1	\$69.00	\$69.00
CD52-256E-HW	CD52-E Outdoor Dome Camera, 5MP, 30-day max retention, 3 YR license INCLUDED	20	\$55.00	\$1,100.00
ACC-MINT-2, 3, 8	Arm, L-Bracket, or Pendant Cap Mount (outdoor cameras)	22	\$7.00	\$154.00
<b>Access Control</b>				
AC42-1HW	AC42.4 Door Controller	1	\$55.00	\$55.00
AD33-1HW	AD33 Multi-format Card Reader (reader and license per door)	3	\$10.00	\$30.00
LIC-AC-3Y	3 Year Door License (reader and license per door)	3	\$27.00	\$81.00
BC52-1HW	BC52 Alarm Console, 3 YR License INCLUDED	1	\$45.00	\$45.00
ACC-BAT-4AH	4AH Backup Battery for AC42, AX11, and BP41	1	\$5.00	\$5.00
<b>Extras</b>				
Management	Proactive hardware monitoring and automatic software upgrades	1	\$0.00	\$0.00
Warranty	10- Year Hardware Warranty	1	\$0.00	\$0.00
LIC-BA-3Y	3-Year Alarm License with Live and Active Monitoring (optional- sensors require it)	1	\$125.00	\$125.00
		<b>MRC</b>		<b>\$1,978.00</b>
<b>One Time Charges</b>				
Set Up & Onboarding	Design, equipment staging, firmware updates & configuration, site coordination & delivery, system setup & project management	26	\$150.00	\$3,900.00
Installation	Scope of Work attached	1	\$12,220.00	\$12,220.00
Shipping & handling		1	\$440.00	\$440.00
		<b>NRC</b>		<b>\$16,560.00</b>

This quote is valid for 30 days and is an initial estimate that may be revised. Any edits performed on the worksheet may change the SoW which may revise the NRC based on materials, time, and other components.

