



NOTICE OF COMMISSION MEETING AND AGENDA
DES MOINES AREA REGIONAL TRANSIT AUTHORITY
DART MULTIMODAL ROOM, 620 CHERRY STREET
JUNE 6, 2017 – 12:00 PM

The June 6, 2017, DART Commission Meeting will serve as the DART Commission's Annual Meeting.

1.	CALL TO ORDER	
2.	ROLL CALL AND ESTABLISHMENT OF QUORUM	
3.	NOTICE OF MEETING	
4.	APPROVAL OF JUNE 6, 2017 AGENDA	
5.	PUBLIC COMMENT (Limit 3 minutes)	
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14.	NEXT MEETING: Regular DART Meeting Tuesday, July 11, 2017 – 12:00 P.M.	
15.	ADJOURN	

Language, visual, hearing and transportation services are available at meetings upon request. For requests, please call DART at 515.283.8100 at least 48 hours in advance of the meeting.



PUBLIC HEARING



7: Public Hearing on Proposed Governance Changes for DART

*Staff Resource: Elizabeth Presutti, Chief Executive Officer
Paul Drey, DART Legal Counsel*

Background:

- The DART Commission is considering a change in the governance and is holding a public hearing on the proposed changes and allow any member community or the public to provide comment to the Commission prior to its approval of the proposed governance changes through the 28E agreement.
- Any written correspondence received prior to the meeting will be available for review.

Public Hearing Procedures:

- Any participants wishing to speak on the proposed subject should sign up in advance on the appropriate speakers list.
- If necessary, DART staff will make a brief presentation regarding the subject of the hearing prior to receiving comment.
- Speakers will be asked to state their:
 - Name
 - Address
 - Affiliation (if any)
- Speakers will be asked to limit their remarks to 3 minutes.
- Written comments/emails received to date will be made available to anyone wishing to review them.



ACTION ITEM



7A: DART Governance Changes

Action: Approve the proposed revisions to the DART 28E agreement for final vote by DART's Participating Communities.

Staff Resource:

Background:

- The DART Commission approved at their January 10, 2017 the establishment of a Governance Task Force to review the overall governance structure of DART.
- DART partnered with the Community Foundation of Greater Des Moines on this effort and they assisted with funding the research and facilitation services of the Task Force.
- The Governance Task Force met five times between February and the end of April. At their last meeting on April 28, 2017 the task force unanimously passed governance recommendations for DART. Those recommendations included:
 - **Representation:** Allow one representative, per community, to serve as a DART Commissioner selected/appointed by each respective Mayor. The representative must be an elected official. The Mayor can also appoint an alternate, who does not have to be an elected official.
 - **Standard Voting:** The elected official would have ultimate authority/responsibility to vote on the budget and all other matters. Each community would have one vote per Commissioner.
 - **Weighted Voting:** Any Participating Community represented at a meeting may request a population weighted vote on matters regarding: the RTA DART budget, funding and/or transit service levels. To enact this option, any Commissioner can request with 7 days notice, and it would require 3/4's of the quorum present to pass. Weighted voting would be 1 vote/25,000 population, determined by current MPO Census information.
 - **Use of Committees:** A more robust system of committees should be created to allow for additional participation opportunities and input/impact to planning, funding and operational processes. Each Commission Member will have the right to serve on one committee.
- The DART Commission was presented with the recommendations from the Governance Task Force at a workshop on May 3, 2017 that included changes to the DART 28E agreement.
- A subsequent workshop was held for the DART Commission on May 19, 2017 to further discuss the recommendations. Based on that discussion the Commission asked for the following 28E language modifications. The modifications are as follows:
 - Reviewing the composition of the Commission after two (2) years from the Effective Date.
 - Allowing for a weighted vote on the composition of the Commission, so that the items allowed for weighted voting include:



ACTION ITEM

7A: DART Governance Changes

- 1) the DART budget,
 - 2) funding,
 - 3) transit service levels, or
 - 4) composition of the Commission,
- The City of Des Moines will be permitted to sit a member on any established standing committees.
 - The revised 28E agreement reflecting the governance changes is included with the agenda item.
 - Upon approval by the DART Commission of the revised 28E agreement, staff begin scheduling time with each member city council to review and vote on the amended 28E agreements as well as appoint a DART Commissioner.
 - Ideally, this process would be completed by the end of July so that the Restated DART 28E agreement could be filed with the State of Iowa in August.
 - The first meeting of the reconstituted DART Commission will be in October and in advance of that meeting DART staff will hold an orientation training on DART in September.

Recommendation:

- Approve the proposed revisions to the DART 28E agreement for final vote by DART's Participating Communities.

**SUBSTITUTED AND RESTATED 28E AGREEMENT
FOR THE
DES MOINES REGIONAL TRANSIT AUTHORITY**

DRAFT – May 30, 2017

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WHEREAS, the City of Des Moines, Iowa, the City of West Des Moines, Iowa, the City of Windsor Heights, Iowa, the City of Urbandale, Iowa, the City of Clive, Iowa, the City of Ankeny, Iowa, and the City of Altoona, Iowa, (the "Constituent Communities") are parties to the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority, filed of record in the Office of the Recorder of Polk County, Iowa, on June 1, 1973, in Book 4372, Pages 589 through 606; as amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa, on July 27, 1973, in Book 4389, Pages 52 through 61; as further amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa, on August 31, 1973, in Book 4397, Pages 85 and 86; as further amended by Agreement filed of record in the Office of the Recorder of Polk County, Iowa, on January 9, 1981, in Book 5066, Pages 968 through 972; as further amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa, on December 1, 1987, in Book 5797, Page 586; as further amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa on March 11, 2003, in Book 9684, Pages 17 through 26; as further amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa on December 9, 2003, in Book 10303, Pages 62 through 72; and as further amended by an Agreement filed of record in the Office of the Recorder of Polk County, Iowa on January 11, 2005, in Book 10897, Pages 830 through 840 (hereinafter called the "Intergovernmental Agreement");

WHEREAS, the parties to said Intergovernmental Agreement considered it desirable to amend and restate said Intergovernmental Agreement to provide for the organization and governance of the Des Moines Regional Transit Authority pursuant to the provisions of and with all powers provided in, Chapter 28M of the Iowa Code, and to provide for the admission of Polk County, Iowa as a member of the Des Moines Regional Transit Authority (hereinafter "DART"); and therefore, further entered into the Amended and Restated Agreement for the Des Moines Regional Transit Authority, which was filed on May 23, 2006; and subsequently amended by the First Supplement to the Amended and Restated Agreement, which was filed on July 1, 2008; and further amended by the First Amendment to the Amended and Restated Agreement, which was filed on May 20, 2010; and finally further amended by the Second Amendment to the Amended and Restated Agreement, which was filed on June 21, 2012 (hereinafter, collectively "Prior 28E Agreement");

WHEREAS, the Constituent Communities, Polk County, the City of Alleman, Iowa, the City of Bondurant, Iowa, the City of Carlisle, Iowa, the City of Elkhart, Iowa, the City of Granger, Iowa, the City of Grimes, Iowa, the City of Johnston, Iowa, the City of Mitchellville, Iowa, the City of Pleasant Hill, Iowa, and the City of Runnells, Iowa (hereinafter referred to collectively as "Participating Communities"), hereby deem it desirable to replace the Prior 28E Agreement and any counterparts thereto to provide for a new governance structure; and

WHEREAS, the Participating Communities have agreed that the Prior 28E Agreement and any counterparts thereto shall be completely replaced in its entirety on the Effective Date of this Substituted and Restated 28E Agreement for the Des Moines Regional Transit Authority ("Agreement"), and that from and after the Effective Date the terms of this Agreement shall be given effect and govern the matters set forth herein.

NOW, THEREFORE, THE PARTICIPATING COMMUNITIES AGREE AS FOLLOWS:

ARTICLE I. DEFINITIONS

Section 1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

(a) "Agreement" shall mean this Substituted and Restated 28E Agreement of Des Moines Regional Transit Authority, as the same may be amended and supplemented from time to time.

(b) "Bonds" shall mean any and all general obligation or revenue bonds, notes, loan or lease agreements, interim obligations, or other obligations issued by DART, or its predecessor entities, as authorized under Chapter 28M of the Code or any other applicable provision of law, to acquire equipment and/or to construct facilities or improvements to the DART System.

(c) "Code" shall mean the Code of Iowa, as the same may be amended and supplemented from time to time.

(d) "Commission" shall mean the Commission of DART, being the successor to the Board created under the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority and the subsequent Commission of the RTA.

(e) "Effective Date" shall mean _____, 2017.

(f) "Equipment" shall mean and includes buses, bus maintenance vehicles, bus maintenance equipment and tools, office equipment and furniture, and all other items of personal property necessary or useful in the operation and maintenance of the DART System.

(g) "Improvements" shall mean buildings or other facilities constructed as part of or for the use and benefit of the DART System or its prior system.

(h) "MTA" shall mean the Des Moines Metropolitan Transit Authority established under the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority.

(i) "MTA Board" shall mean the Board established under the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority.

(j) "DART", formerly referred to as RTA, shall mean the Des Moines Regional Transit Authority established and operating as described in this Agreement.

(k) "DART System", formerly referred to as RTA System, means and includes all real property, buildings and facilities, including DART administration buildings and bus maintenance and storage buildings at 1100 MTA Lane in Des Moines, and all equipment and transit vehicles, including buses, vans and all maintenance and service vehicles, and including bus shelters located along DART bus routes, heretofore acquired by DART's predecessor agency or hereafter acquired by DART as herein provided, used in support of the provision of mass transit services in the Des Moines metropolitan area.

(l) "Nominating Committee" shall mean the committee established under the provisions of Article V, Section 2 of this Agreement.

(m) "Participating Communities" shall mean the Cities of Alleman, Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Elkhart, Granger, Grimes, Johnston, Mitchellville, Pleasant Hill, Polk City, Runnells, Urbandale, West Des Moines, Windsor Heights and including Polk County, together with any other cities or counties that become Participating Communities under the provisions of this Agreement.

ARTICLE II. PURPOSE AND STATUS AS LEGAL ENTITY

Section 1. Purpose. This Agreement is a substituted agreement for the Prior 28E Agreement which was an amendment and restatement of the Intergovernmental Agreement Creating the Metropolitan Transit Authority, and is intended to provide for the continuation and expansion of the urban mass transit system (DART System) heretofore established, acquired and operated by DART's predecessor agency(ies).

The purposes of the transit authority are as follows:

Undertaking the establishment or acquisition of an urban mass transit system, or succession to the ownership of a transit system heretofore separately owned and operated by one of such governmental municipalities or any combination of such establishment, acquisition or succession and the equipment, enlargement, extension, improvement, maintenance and operation thereof under the terms of, and subject to, the conditions of such federal assistance, if any, which may be available.

To cooperate with local, state and federal public agencies in seeking solutions for mass transit needs in the subject area which will minimize the problems of contamination and pollution of the land, water and air resources of the area.

To engage such employees and provide offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the functions of DART.

To contract with member cities and counties, with public or private persons, firms or corporations or quasi-corporations to provide or assist in providing transit services which are necessarily incidental to a full and adequate provision of mass transit services for the subject area to the full extent permissible under applicable state and federal laws, and under the rules hereinafter set forth.

Section 2. Status as Legal Entity. DART shall be constituted as a separate legal entity and a regional transit district, pursuant to Chapters 28E and 28M of the Code, which shall be governed by the Commission and shall be known as "Des Moines Regional Transit Authority" or "DART". As so constituted, the entity may sue and be sued, contract, issue debt, acquire and hold real and personal property necessary for its corporate purposes, adopt a corporate seal and alter the seal at its pleasure and execute all of the powers conferred in Chapters 28E and 28M of the Code or any successor laws.

ARTICLE III. ORGANIZATION OF COMMISSION

Section 1. Commission Shall Constitute Governing Body of DART. DART shall be governed in all matters by the Commission established in this Article.

Section 2. Composition of Commission.

(a) Commencing on _____, 2017, the Commission shall be composed of members appointed as hereinafter provided.

(b) Initially, each of the Participating Communities shall have one (1) member on the Commission, but the number of members may be increased to accommodate future participating communities in accord with Article X;

- (1) There shall be one (1) at-large Commission seat, which seat shall be an elected official selected by the Polk County Board of Supervisors. An alternate, either an elected official or a non-elected official, shall also be selected by the Polk County Board of Supervisors.
- (2) The remaining members of the Commission shall each be selected annually by the respective Mayor of each of the Participating Communities within DART. The Mayors of each respective Participating Community will notify DART by November 1st of the name of the selected/appointed member of the Commission who will serve for the calendar year commencing on January 1st and ending on the subsequent December 31st. The member of the Commission shall serve until their term is terminated or until a new member of the Commission is selected/appointed by the Mayor of the Participating Community. The selected/appointed member of the Commission must be an elected official. The Mayor of each Participating Community shall also select/appoint an alternate. The alternate member may either be an elected official or a non-elected official.
- (3) If a new community becomes a Participating Community, at the commencement of the next fiscal year, then the Mayor from said newly added Participating Community shall also be allowed to select/appoint a member of the Commission and an alternate, and said member of the Commission will have all the authority and power as any other member of the Commission.

(c) In the event that a Participating Community provides its notice of withdrawal from DART in accord with Article XVI, then the Commissioner from said withdrawing Participating Community shall be removed from the Commission effective the date the withdrawing Participating Community is fully withdrawn.

(d) The Participating Communities agree to review the composition of the Commission, as set forth above, after two (2) years from the Effective Date.

Section 3. Voting.

(a) In the conduct of the Commission's business, each member of the Commission shall have one (1) vote, and the majority of those members of the Commission present and voting, if a quorum is established, shall decide such matters, unless a different voting threshold is specifically set forth in this Agreement. Having more than half (1/2) of the members of the Commission present and voting shall constitute that a quorum is established. No vote shall be taken without a quorum of the members of the Commission being present.

(b) Action to establish, relocate, or discontinue a vehicle route or any portion of a vehicle route shall require the affirmative votes of at least two-thirds (2/3) of the members present at a meeting at which a quorum is established.

(c) Action to alter the fare schedule applicable to a vehicle route or any portion of a vehicle route shall require the affirmative vote of at least two-thirds (2/3) of the members present at a meeting at which a quorum is established.

(d) Action to approve a budget or add a new Participating Community shall require the affirmative votes of at least two-thirds (2/3) of the members present at a meeting at which a quorum is established.

(e) The Chair, or in the Chair's absence the Vice-Chair, of the Commission may vote and participate in discussion, but shall not make or second a motion.

(f) Any Participating Community represented at that meeting may request a population weighted vote on matters regarding: (1) the DART budget, (2) funding, (3) transit service levels, or (3) composition of the Commission, whereupon the vote on that item will automatically be continued to the next regularly scheduled or specially called meeting of the Commission, and notice of the impending population weighted vote will be given in the agenda for that meeting, unless notice of the request for such weighted vote has been given to the Chair of the Commission by the requesting Participating Community at least seven (7) days prior to the date of the scheduled meeting. At such meeting, if a quorum is present, the decision on the question that is the subject of the population weighted vote shall be determined by a vote of at least three-fourths (3/4) of the votes of the members present at such meeting. Each Participating Community shall make its vote during a called weighted vote by and through its elected official member on the Commission from said Participating Community.

(g) In November of each year, the Executive Committee shall review the most recently available census data for each Participating Community, as adopted annually by the Metropolitan Planning Organization, and shall report to the Commission the population of each city that is a Participating Community and the population of each census tract situated within the service area of a county that is a Participating Community. Upon Commission approval of the population data and proportional assignments to Commission representatives, such populations and proportional assignments shall be binding on all Participating Communities. For each 25,000 in population or portion thereof a Participating Community shall be awarded one (1) vote when a population weighted vote of the Commission is called. Where the Participating Community is a county, such population shall be that of the unincorporated portion of the county.

Section 4. Officers.

(a) Number and Term. The officers of the Commission shall be the Chair, the Vice Chair and the Secretary/Treasurer, each of whom shall be elected each year by vote of the Commission at the annual meeting of the Commission for that year. Officers shall be elected for a one (1) year term, with a possible second term available. In no event shall a person hold one specific officer position for more than two (2) one year terms. Although not required, it is anticipated that the Vice-Chair shall move into the position of the Chair, and the Secretary/Treasurer shall move into the position of Vice-Chair.

(b) Duties of Chair. The Chair shall preside at all meetings of the Commission. The Chair or the Vice Chair in the absence of the Chair shall sign any instruments which the Commission has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed, or where the resolution of the Commission authorizes the signing of such instrument by another person.

(c) Duties of Vice Chair. In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.

(d) Duties of Secretary/Treasurer. The Secretary/Treasurer or as otherwise assigned, shall have the following duties and responsibilities:

- (1) The taking and preservation of minutes of the proceedings of the Commission;
- (2) The giving of all notices in accordance with this Agreement or any bylaws, or as otherwise directed by the Commission or required by law;
- (3) Acting as custodian of the records of DART;
- (4) Keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officers and of the Commission representatives and alternates;
- (5) Overseeing the safeguarding and depositing of all fares, monies, receipts, funds and other valuable effects collected or received in the name of and/or to the credit of the Des Moines Regional Transit Authority and, in this regard, complying with Iowa law including, but not limited to, Section 28M.6 of the Iowa Code and, if applicable, any successor thereto requiring all monies received by the Commission to be held by the county treasurer.
- (6) Acting as the Chair of any Commission committee established to review and/or audit any financial matters of DART.

(e) Election. The officers of the Commission shall be elected every year by and from the members of the Commission present at the annual meeting of the Commission for that year. The Nominating Committee shall select and offer nominations for each office at the annual meeting. Nominations for the officer positions shall also be accepted from the representatives present at that annual meeting. All nominees, including those offered by the Nominating Committee, must receive a second in order to be considered a candidate and voted on for said office.

(f) Term/Vacancy. Each office shall be elected for a one (1) year term. Each officer shall hold office until his or her successor has been duly elected. Alternates, if any, shall not be eligible to serve as an officer. Each of the officers shall be from different DART Participating Communities. A vacancy in the office of Chair, Vice-Chair, or Secretary/Treasurer shall be filled by the Commission for the unexpired portion of the term.

ARTICLE IV. POWERS OF COMMISSION; AUTHORIZATION AND LIMITATION ON POWER TO LEVY TAXES

Section 1. Grant of Powers. The Commission shall have and may exercise all of the powers granted by Chapters 28E and 28M of the Code or any successor laws, as the same may be amended and supplemented in the future, for the purpose of jointly acquiring and constructing improvements and equipment comprising the DART System on behalf of the Participating Communities, to operate and maintain the same for the benefit of all Participating Communities, and to jointly finance the acquisition and construction of equipment and improvements through the issuance of Bonds or other obligations as may be authorized for such

purposes. Without limiting the foregoing, the Commission shall have all of the powers set forth in this Agreement, including the power to:

- (a) approve its own budget,
- (b) contract for services and/or employ such staff as it deems necessary,
- (c) approve its own capital improvement program,
- (d) define parameters and benchmarks for all services,
- (e) enter into agreements, contracts or other arrangements for the financing of all equipment and improvements, including the issuance of Bonds,
- (f) adopt and have a common seal and to alter the same at its pleasure,
- (g) sue and to be sued,
- (h) acquire, hold, use and dispose of the reserves derived from the operation of its facilities and other monies of DART,
- (i) acquire, hold, use and dispose of other personal property for the purposes of DART,
- (j) acquire by purchase, gift, lease or otherwise, real property and easements therein necessary or useful and convenient for the operation of DART, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of DART,
- (k) accept gifts or grants of real or personal property, money, material, labor or supplies for the purposes of DART, and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants,
- (l) make and enforce rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same,
- (m) do and perform any acts and things authorized by Chapters 28E and 28M, Code of Iowa, or any successor laws, and by this agreement, under, through or by means of its officers, agents and employees, or by contracts with any person,
- (n) enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Authority or to carry out any powers expressly given by this agreement,
- (o) cause the provision of transit within each member municipality together and to offer transit services to other areas within the Des Moines metropolitan area,
- (p) fix, establish and maintain such transit service parameters, including routes, schedules, and fares to best suit the Participating Communities and service areas,

(q) make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of DART,

(r) contract with and compensate consultants for professional services including but not limited to, architects, engineers, planners, lawyers, accountants, rate specialists, and all others found necessary or useful and convenient to the stated purposes of DART including contract management,

(s) prepare and recommend to Participating Communities local ordinances to facilitate the provision of transit services within such communities,

(t) exercise such powers relative to the efficient provision of transit services as are available under then existing laws to each Participating Community as is necessary or useful and convenient to carrying out the functions of DART within such Participating Community, as such functions are defined by this contract,

(u) provide for a system of budgeting, accounting, auditing and reporting of all DART funds and transactions, for a depository or depositories, and for the bonding of employees,

(v) consult with representatives of federal, state and local agencies, departments and their officers and employees and to contract with such agencies and departments,

(w) exercise such other powers as are available to DART under then existing law as is necessary or useful and convenient to carrying out the functions of DART within each Participating Community, as such functions are defined by this contract,

(x) hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment, and hire a chief executive officer, fix his/her compensation, benefits, and terminate his/her employment, and may delegate to the chief operating officer the authority to hire other DART employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment,

(y) accept grants or contributions from, and to enter into contracts, leases, or other transactions with public or private persons, firms or corporations or quasi corporations to provide or assist in providing transit services which are necessarily incidental to a full and adequate provision of mass transit services for the subject area to the full extent permissible under applicable state and federal laws.

Section 2. Power to Levy Tax. The Commission is hereby authorized to levy a tax under Section 28M.5 of the Code to fund the budget of the DART System, provided that said levy in any year shall not exceed the maximum levy allowed under the Iowa Code in the Participating Communities comprising DART. The Commission may in any fiscal year levy in excess of said rate upon amendment of this Agreement as hereafter provided, not to exceed such rate of levy otherwise authorized by the Iowa Code. For the fiscal year ending June 30, 2017, the levy rates shall not exceed those rates set forth in Exhibit A to this Agreement.

ARTICLE V. COMMITTEES

Section 1. Executive Committee. An Executive Committee is hereby established for the purpose of oversight and review of the following:

(a) The Commission's rules and structure;

- (b) DART policies;
- (c) Financial plan and budget;
- (d) Legislative plan;
- (e) Government relations and communications strategies;
- (f) Take action on behalf of the full board in true emergency situations where full board action is impossible; and
- (g) Evaluation and performance of the Chief Executive Officer/General Manager.

Members of the Executive Committee shall consist of the Chair, Vice-Chair, and the Secretary/Treasurer of the Commission.

Section 2. Nominating Committee. A Nominating Committee is hereby established for the purpose of selecting and offering nominations for each office of the Commission at the annual meeting in January. Members of the Nominating Committee shall be appointed by the Chair at a regular Commission meeting held at least three (3) months prior to the annual meeting in January. The Nominating Committee shall be chaired by a representative elected by the other members of the Nominating Committee.

Section 3. Other Standing Committees. The Commission shall have the authority to establish certain standing committees, such as the Strategic Planning and Operations Committee and/or a Finance/Audit and Administration Committee, as otherwise provided in the Bylaws of the Des Moines Regional Transit Authority, as amended. The Commission shall determine the makeup of these committees. Each Commission member shall have the right to sit on at least one of the standing committees, as established under this Section, before any Commission member could sit on more than one such standing committee; except that the City of Des Moines will be permitted to sit a member on each such standing committee. The designation of such committee(s) shall not operate to relieve the Commission of any responsibility imposed by this Agreement or any amendments or supplements thereto. If appropriate, the chairs of any standing committees could be asked to serve on the Executive Committee as liaisons.

Section 4. Other Committees. The Commission may, by resolution, designate two or more of its representatives to constitute an ad hoc committee or as otherwise authorized by the Bylaws of the Des Moines Regional Transit Authority, as amended. Such ad hoc committee shall, if authorized by regulation of the Commission, provide advice and recommendations to the Commission.

Section 5. Open Meetings. All of the committee meetings shall be open to the public, and notice of the time and place of such committee meetings shall be provided to all members of the Commission and any news media which have filed a request for the same, minutes of such committee meetings shall be kept and provided.

ARTICLE VI. TRANSFER OF EXISTING FACILITIES AND ASSETS

Section 1. Acquisition of Existing Facilities. On the Effective Date, DART, formerly known as the RTA, shall hold and have all right, title and interest in and to the ownership and use, of all

Equipment, Improvements and real property, which it had previously acquired, and which was formerly owned and operated by the RTA and/or its predecessor MTA agency established by the Intergovernmental Agreement for Creation of the Des Moines Metropolitan Transit Authority.

ARTICLE VII. OPERATION AND MAINTENANCE RESPONSIBILITIES

Section 1. Commission Responsibilities for Operation and Maintenance. The Commission shall operate and maintain all DART mass transit system equipment and facilities for the benefit of all Participating Communities.

Section 2. Staff and Contracts. In fulfilling its responsibilities, the Commission may determine to employ such staff for such purposes and on such terms as it determines to be necessary or appropriate, and may contract with third parties for all necessary or desirable services, including operating services, and may define and enforce applicable parameters and benchmarks for the same.

ARTICLE VIII. BUDGET

Section 1. Fiscal Year. DART shall operate on the same fiscal year as a city under the Code.

Section 2. Schedule for Budget Preparation. Each year the Commission shall cause to be prepared and submitted to the Commission and to the Participating Communities a proposed preliminary DART budget for the next fiscal year. The Commission shall establish the date, time and place for a hearing on the proposed DART budget before the Commission, and each Participating Community shall be notified thereof in writing not less than thirty days prior to the hearing. Upon the request of any Participating Community, the Commission shall make available such reasonably accessible information, schedules, comparisons and analysis as may be deemed reasonably necessary by such Participating Community in order to fully analyze the proposed DART budget.

Section 3. Content and Format of Annual Budget. The DART budget shall include, among other things, (a) a budget of the costs of operation and maintenance for the upcoming fiscal year (including but not limited to administrative expense and additions to the Renewal and Replacement Fund and the reserves for operating and working capital, and insurance and claims); (b) a capital improvements program budget for the upcoming fiscal year; (c) a debt service schedule for the upcoming fiscal year; (d) a comparison of the budgeted and actual DART expenditures for operation and maintenance for the current fiscal year; (e) a schedule showing the allocation of operation and maintenance expenses and debt service at a summary level for the upcoming fiscal year; (f) a schedule showing all projected revenues from each Participating Community for the upcoming fiscal year, including fare revenues and tax revenues; and (g) the proposed tax levy to be levied in each Participating Community in the upcoming fiscal year necessary to generate the tax revenue required from each Community to fund the proposed budget.

Section 4. Allocation of Budget.

(a) Operating Budget – Formula. Pursuant to Article VIII, Section 4(c) of the Prior 28E Agreement, the Commission developed and adopted a new formula for cost allocation for the operating and capital improvement budgets for DART, which formula replaced the previous formula set forth in the Prior 28E Agreement. The new formula is attached hereto as Appendix A. Pursuant to the new formula, as well as adjustments adopted by the Commission in November 2016 which froze the levy rates of certain Participating Communities, the Commission adopted the budget for fiscal year 2018. See Appendix B which sets forth the current rates for the Participating Communities.

(b) Capital Improvement Budget Expenses. In preparing each fiscal year budget, the Commission shall determine each Participating Community's share of the anticipated difference between total transit system Capital Improvement Program costs and capital improvement revenues including, but not limited to, State and Federal grants and private contributions or gifts and other capital improvement revenues.

(c) The annual cost allocation procedures for Participating Communities, as described above shall be used for the fiscal years ending June 30, 2018. Commencing for the fiscal year beginning July 1, 2018, and continuing thereafter, the Commission may develop and adopt a new formula for cost allocation for the operating and capital improvement budgets for DART, using mileage, service levels, property values and similar factors. If the Commission does not adopt a new formula for cost allocation for the operating and capital improvement budget for DART for the fiscal year beginning July 1, 2018, then the formula described above shall be applicable until the adoption of a new formula by the Commission.

Section 5. Budget Hearing. At or before the hearing on the DART budget, any Participating Community may file with the Secretary of the Commission such objections as it deems appropriate and at such hearing may appear and present such information as it desires in support of its objections. The Commission shall consider all such objections and upon the termination of the hearing may, but need not, modify the budget, and shall thereafter adopt the budget as submitted or as modified; provided, however, that final action on the budget shall occur each year by no later than the date by which cities must certify their budget to the county auditor.

ARTICLE IX. FUNDS AND ACCOUNTS

Section 1. Funds and Investments. The Commission shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement including, but not limited to, separate accounts for operation and maintenance, administrative expenses, and reserves for operating and working capital, insurance and claims. All funds held by the Commission shall be accounted for, managed and invested in compliance with Iowa law including, but not limited to, Chapters 12B and 12C of the Code.

Section 2. Annual Audit. Annually the audit of the financial statements of DART shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States and Chapter 11 of the Code. The annual audit shall be conducted by an independent auditing firm engaged for that year. Following the receipt of the audit report, the Commission shall deliver a copy of the same to the Participating Communities and may appoint an audit committee or schedule a meeting of the Commission for the purpose of having representatives of the independent auditing firm submit

an oral presentation of the audit and answer questions.

ARTICLE X. ADMISSION OF ADDITIONAL COMMUNITIES

Section 1. Admission of Additional Communities. During the term of this Agreement, additional cities or counties may be admitted to the membership as a Participating Community, and thereby become entitled and subject to all of the benefits and obligations of this Agreement, except as otherwise provided or conditioned herein. Any newly admitted city or county may commence full participation in this Agreement as a Participating Community at the beginning of any fiscal year, upon Commission approval and execution of a supplement to this Agreement prior to November 15th of the year preceding the fiscal year in which the newly admitted city or county would become a Participating Community. Any such supplement shall be signed by the Chair and the Secretary on behalf of DART and by authorized officers of the newly admitted city or county. Any such supplement shall contain such terms and conditions as the Commission shall determine to be appropriate in light of the service to be provided to the newly connecting community.

Section 2. Voting Rights. All Participating Communities which allow for the implementation of a base transit levy rate as described in Article VIII, Section 4(a)(1) above, including a newly admitted community, shall be entitled to participate in the selection process for members of the Commission as described in Article III of this Agreement, and to voting rights to the extent provided in this Agreement, with such participation and voting rights to commence on the first day of the fiscal year in which the newly admitted community becomes a Participating Community under this Agreement.

ARTICLE XI. ISSUANCE OF BONDS

Section 1. Obligations and Use of Reserves Authorized.

(a) As a means of financing the acquisition of Equipment or real property, and/or the construction of Improvements to expand, extend and/or upgrade the DART System and/or mass transit services described in this Agreement, the Commission is authorized to issue its Bonds under the authority of Chapter 28M of the Code, or as otherwise may be authorized by law from time to time for the purposes set forth therein.

(b) The Commission also is authorized, in its sole discretion, to utilize existing DART reserves or other available funds, not otherwise obligated or previously appropriated for another purpose, (i) to pay all or any portion of the costs associated with the acquisition of Equipment or real property, or the construction of Improvements, in lieu of issuing Bonds for the same under this Agreement, and (ii) for the purpose of advancing, on a temporary basis, all or any portion of the costs associated with the acquisition of Equipment or real property, or the construction of any Improvements, with the intent of reimbursing such advanced funds with a subsequent issuance of Bonds.

Section 2. Obligations of DART. Notwithstanding anything to the contrary contained herein, DART may issue its Bonds in the types, for the purposes, and in the manner permitted by Chapter 28M of the Code, as amended; provided however, that general obligation bonds may only be issued (i) if the proceeds thereof are used to pay (whether directly or through refinancing of existing debt) obligations arising from accidents occurring on or prior to March 1, 20____, together with the costs of issuance, (ii) with a term of not longer than ten years and (iii) in an aggregate principal amount which, when added to the principal amount of all other general obligation bonds issued pursuant to this provision, does not exceed \$3,500,000. Any excess

proceeds from general obligation bonds remaining after paying or providing for the payment of such accident obligations shall be applied to the payment of debt service on the Bonds.

Section 3. Restriction on Withdrawal. The Participating Communities further agree that no Participating Community may withdraw or in any way terminate, amend or modify in any way its obligations under this Agreement to the detriment of the holders of the Bonds while any of the Bonds are outstanding and unpaid.

ARTICLE XII. ACQUISITION AND DISPOSITION OF PROPERTY

Section 1. Acquisition. As authorized by Section 28M.4 of the Code, DART may acquire such property as it needs to accomplish its public purposes by purchase, gift, exchange, transfer, conveyance or otherwise, and shall hold all real, personal and intangible property which it acquires in its own name. DART has all powers of a board of supervisors to acquire real property or an interest therein for a public use or purpose related to its function by use of the power of eminent domain, and is authorized to bring an action in eminent domain in its own name.

Section 2. Disposition. DART may dispose of any of its property and shall do so in the same manner as a county. All proceeds from the sale or disposition of property, no matter the origin of such property, shall be the property of DART.

ARTICLE XIII. TECHNICAL COOPERATION

Section 1. Participating Community Records. The Participating Communities agree to respond to reasonable requests to make local records available to DART's staff and its consultants or employees for the purposes of this Agreement, and to assure that engineers, architects and consultants retained by the Participating Communities release materials, data and other pertinent items paid for by public funds to DART's staff to aid in the efficient and effective accomplishment of such purposes.

Section 2. DART Records. DART shall respond to reasonable requests to make records available to the Participating Communities and their consultants or employees for the purposes of this Agreement, and to assure that engineers, architects and consultants retained by DART release materials, data and other pertinent items paid for by DART's funds to the Participating Communities to aid in the efficient and effective accomplishment of such purposes.

ARTICLE XIV. AMENDMENTS

Section 1. Amendments. This Agreement may be amended for any purpose upon approval by the governing bodies of all of the Participating Communities, and shall become effective upon execution of a written supplement to this Agreement incorporating such amendment(s) by the governing bodies of the Participating Communities. All amendments adopted pursuant to the provisions of this Article shall be binding upon all Participating Communities.

ARTICLE XV. REMEDIES; NOTICES

Section 1. Remedies. In addition to any other remedies available under applicable law, each Participating Community and the Commission shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

Section 2. Notices. All notices which the Participating Communities and the Commission are authorized or required to give one another under this Agreement shall be in writing and may be personally delivered or sent by ordinary mail (i) in the case of the Commission of DART, to: Chair, DART Commission, Des Moines Regional Transit Authority, 620 Cherry Street, Des Moines, Iowa 50309; and (ii) in the case of any Participating Community, to the presiding officer of the governing body of the Participating Community at the address then on file with the Secretary of the Commission. Mailed notices shall be deemed to be received by the party to whom they are directed one business day after the date they are postmarked. Any Participating Community may designate another address or specific person to whom the notice should be directed upon written notice thereof to the Secretary of the Commission.

ARTICLE XVI. WITHDRAWAL FROM OR DISSOLUTION OF DART

Section 1. Notice of Withdrawal. The withdrawal of any Participating Community may be accomplished by the governing body of such Community providing notice of withdrawal in writing to the Authority and the other Participating Communities given at least eighteen months prior to the beginning of the fiscal year in which such Participating Community proposes to withdraw from membership. No lesser notice or period of notice shall excuse a Participating Community proposing to withdraw from the obligations of membership, unless the Operating Budget of DART shall increase by ten percent (10%) or more from the last fiscal year, in which case six months written notice, given as provided above, shall be sufficient.

Section 2. Restrictions on Withdrawal. It is recognized that a Participating Community of DART, operating as a county enterprise pursuant to Section 331.462 of the Code, may not withdraw or in any way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of any Bonds or other credit obligations while any of such Bonds or credit obligations are outstanding and unpaid.

If a Participating Community desires to withdraw or in any way terminate, amend or modify its obligations under this Agreement while any Bonds or credit obligations are outstanding and unpaid, it shall provide written notice to the Commission of the proposed withdrawal or modification as provided above, and the same shall not become effective unless and until approved by the Commission. The Commission, in its sole discretion, may require the Participating Community seeking withdrawal from this Agreement to pay over to the Commission an amount determined by the Commission to be necessary to fully fund its share of such Bonds or credit obligations issued to fund the construction of capital improvements or the acquisition equipment for DART System. Otherwise, with the approval of the Commission, a Participating Community that provides a timely, written notice to the Commission of its proposed withdrawal or modification of its obligations under this Agreement as provided above while any Bonds or credit obligations are outstanding and unpaid may be permitted to withdraw on the following conditions: (a) that the Participating Community requests that DART provide no further transit services to such Participating Community; (b) that the Participating Community also agrees to annually levy or to annually pay its share of the outstanding Bond or credit obligations under this Agreement until the share of such Bond or credit obligations has been fully paid; and (c) that until its share of such Bond or credit obligation has been fully paid the Participating Community further agrees to continue to make an annual payment of the Base Transit Levy Rate as provided in Article VIII, Section 4(a)(1) of this Agreement. The Commission's decision regarding withdrawal by a Participating Community and its determination of the amount, if any, which a Participating Community shall be required to pay to the Commission to fully fund its share of Bonds or credit obligations upon withdrawal, shall be final, conclusive and non-appealable.

The proposal of a Participating Community to withdraw from DART shall be presented to the Commission at a regular meeting of the Commission prior to the meeting at which the vote on such proposal is to be taken, and notice of the impending vote thereon shall be included in the meeting notice and agenda of the meeting at which such vote is to be taken. If so approved by the Commission, the Participating Community may withdraw from membership in DART and participation in this Agreement, and DART shall thereafter have no obligation to provide transit services to said Participating Community.

Section 3. Entitlement on Withdrawal. In the event of such withdrawal of any Participating Community from DART, the withdrawing Community shall be entitled to a pro rata share of DART System capital improvements and equipment, which share shall be determined as follows:

(a) An account has been maintained for each Participating Community that was party to the Intergovernmental Agreement Creating the Des Moines Metropolitan Transit Authority as well as any Participating Community that was a party to the Prior 28E Agreement. This account will be credited with all amounts paid by the members of the RTA which became a part of the fixed asset fund or the contributed capital account as of June 30, 20___. This account will be charged annually with each Participating Community's pro rata share of depreciation expense, based on the same percentage that the member contributed to the operating budget for that year. No such accounts shall be established for Participating Communities of DART, and no further credits shall be made to any existing accounts for members of the MTA, RTA or for Participating Communities of DART, whether or not they were previously members of the MTA or RTA.

(b) If a Participating Community which was a member of the MTA or the RTA withdraws from this Agreement, then payment to that Participating Community of its account, computed as provided in Article XVI, Section 3(a) above, shall be made by DART not later than ten (10) years from the date of approval of such withdrawal by the Commission. No interest shall be paid by DART on such account. If, within its initial three-year period of membership of DART, a Community which was a member of the MTA or RTA decides to withdraw from DART, that Community will forfeit all rights to capital investments made or assets acquired by the MTA or RTA during their period of membership.

(c) Other than as provided in Article XVI, Section 3(b) above, a Participating Community that withdraws from this Agreement will forfeit all rights to capital investments made or assets acquired by DART during the period of membership.

Section 4. Dissolution.

(a) Voting on Termination. The Commission may, upon the affirmative three-quarters vote, dissolve DART and terminate this Agreement, which vote shall specify the date and time such dissolution shall be effective; provided that the proposal to dissolve DART was presented at a prior regular meeting of the Commission, and provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken; and further provided that such dissolution shall be effective only after all outstanding Bonds and other credit obligations of DART have been paid. In the event a motion to completely dissolve DART is made at any Commission meeting held subsequent to receipt by DART of notice of withdrawal from any one or more Participating Communities, the Commission member(s) appointed by such withdrawing Participating Communities shall not vote upon such motion and the three-quarters fractional vote requirement shall be applied only to the vote of the remaining members of the Commission. A decision to dissolve DART shall override any

obligation otherwise indicated by paragraph one of this Article.

(b) Disposal of Property upon Termination. Upon termination of this Agreement, the Participating Communities shall be deemed to acquire and thereafter to possess ownership interests in the all DART System Equipment and Improvements, and in real property then owned by DART, with such ownership interests being held as tenants in common, and all of such property shall be disposed of and the proceeds distributed to the Participating Communities at the time of dissolution on the basis of their budget shares during the last full year of DART operation.

ARTICLE XVII. CONTRACTING FOR TRANSIT SERVICES

Section 1. DART may contract for transit services with Participating Communities and with non-members. Participating Communities may contract for services at the actual cost of the service. Non-members who contract with DART for transit services will be required to pay the fully allocated cost of the service plus ten percent (10%). The process for contracting for transit services will be established by action of the Commission. If DART elects under Article VIII, Section 4(a) (1) to have paratransit expenses in Polk County included as a part of the operating budget expenses of DART, then paratransit services will only be provided in Participating Communities, and non-members who contract with DART for paratransit services will be required to pay the fully allocated cost of the service plus ten percent (10%).

ARTICLE XVIII. EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. Effective Date. This Agreement became effective at 12:01 a.m. on _____, 2017.

Section 2. Duration. This Agreement shall extend for a term of fifty (50) years from the Effective Date, and shall terminate and be of no further force or effect as of midnight on _____, 2067, unless terminated earlier by a three-fourths vote of the Commission.

ARTICLE XIX. TRANSITION MATTERS

Section 1. Prior Budget Actions. All prior actions of the Board of Commission undertaken pursuant to the terms of the Prior 28E Agreement, as amended, prior to the Effective Date of said Prior 28E Agreement with respect to the consideration and approval of the DART budget for the fiscal year beginning July 1, 2017, are hereby accepted and approved.

Section 2. Assumption of Contracts. All contracts entered into by the Commission or on its behalf and being performed on the Effective Date of this Agreement shall be and hereby are approved and accepted under the terms of this Agreement. The Commission hereto shall assume responsibility for administration of such existing contracts.

Section 3. Officers. The Chair, Vice-Chair and Secretary/Treasurer elected by the Commission in June of 2016 shall serve as the Chair, Vice-Chair and Secretary/Treasurer of the Commission under this Agreement until their successors are elected under the restructured new Commission. Initial officers elected by the newly constituted Commission shall remain in position through December 31, 2018.

Section 4. Commission Members. Members elected to the Commission in 2016 shall stay until the new restructured Commission is constituted. Once the new Commission is in place, then these newly elected members of the Commission shall remain in place until December 31, 2018,

unless otherwise provided for herein.

Section 5. Policies. All policies previously approved by the Commission under the Prior 28E Agreement, and in effect on the Effective Date of this Agreement shall continue in force as approved policies of the Commission until modified or rescinded by the Commission.

Section 6. Participating Communities' Status. The status of each Participating Communities shall remain the same upon adoption of this Agreement as it was under the Prior 28E Agreement.

ARTICLE XX. SEVERABILITY

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement which can be given effect without the provision determined to be invalid, and to that end the provisions of this Agreement are severable.

ARTICLE XXI. EXECUTION OF AGREEMENT

Section 1. Passage of Resolution. A Participating Community shall become a party hereto by the passage of a resolution approving this Agreement and authorizing execution of the same by its statutory officers. This Agreement shall become effective only upon approval and execution by all of the Participating Communities.

Section 2. Signature Pages. Each Participating Community approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize the City Clerk of the City of Des Moines to assemble the signature pages and append the same to copies of this Agreement, to file this Agreement with the Iowa Secretary of State, and to record with the Polk, Warren and Dallas County Recorder's Offices.

[appendix and signature pages to follow]

Appendix A

NEW RTA REGIONAL COST ALLOCATION FORMULA FOR THE OPERATING AND CAPITAL IMPROVEMENTS BUDGETS

Method of Computing Annual Tax Levy:

- For purposes of this formula, the "RTA Subsidy Requirement" is defined to be the amount required to subsidize the operating and capital improvements costs for all RTA services (excluding Paratransit) approved by the RTA Commission which amount is net of all other revenue sources available to RTA, except for City of Des Moines Downtown Shuttle funds and other non-local DART tax levy funds.
- Effective in FY2010 (commencing July 1, 2009) the RTA Subsidy Requirement shall be converted to a Tax Levy value by:

Step #1. Allocating the first **\$4,789,223** of RTA Subsidy Requirement in the following manner:

Alleman	\$637
Altoona	\$54,837
Ankeny	\$122,605
Bondurant	\$2,462
Carlisle	\$3,645
Clive	\$60,547
Des Moines	\$3,315,929
Elkhart	\$424
Granger	\$1,101
Grimes	\$9,259
Johnston	\$53,455
Mitchellville	\$1,625
Pleasant Hill	\$10,544
Polk City	\$3,380
Runnells	\$328
Sheldahl	\$262
Unincorp. Polk County	\$56,150
Urbandale	\$241,814
West Des Moines	\$777,251
Windsor Heights	\$72,969
TOTAL	\$4,789,223

Step #2. The balance of RTA Subsidy Requirement (the total requirement less \$4,789,223) is then allocated to each member community based upon each members proportional share of the total taxable property valuation in all DART Communities.

Step #3. An amount equal to \$532,326 in FY2010, \$597,348 in FY2011, and then \$650,000 in FY2012 and subsequent years, shall be reduced from the City of Des Moines' allocation from Steps #1 and #2 above. This same amount shall be added to the allocation amounts for all other member cities except for Des Moines in proportion to their share of total taxable property value in DART Communities except Des Moines.

Step #4. Add the values in each step listed above for each member community and then divide this amount into the taxable value for each community then multiplying this value by \$1,000 to express the requirement in terms of a taxable levy per \$1,000 of taxable value.

Approved by DART Commission – October 28, 2008

Appendix B

FY 2018 DART Property Tax Levy Rates

Jurisdiction	FY2018 DART Levy
Alleman [^]	\$0.610
Altoona	\$0.689
Ankeny	\$0.639
Bondurant [^]	\$0.603
Carlisle [^]	\$0.611
Clive	\$0.633
Des Moines	\$0.824 ^{**}
Elkhart [^]	\$0.530
Granger [^]	\$0.604
Grimes [^]	\$0.602
Johnston	\$0.630
Mitchellville [^]	\$0.616
Pleasant Hill	\$0.609
Polk City [^]	\$0.578
Runnells [^]	\$0.534
Unincorporated Polk County [^]	\$0.537
Urbandale	\$0.682
West Des Moines	\$0.783
Windsor Heights	\$0.950

[^] Small Communities with Frozen Levy Rates for Three Fiscal Years Beginning in FY 2018. Per DART Commission Approval on November 1, 2016.

^{**} The City of Des Moines has notified DART of their intention to reduce their computed levy rate to this listed amount by providing DART \$680,000 in accordance with DART's adopted "Levy Buy-Down" policy.

CITY OF ALLEMAN

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Alleman, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Alleman, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF ALTOONA

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Altoona, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Altoona, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF ANKENY

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Ankeny, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF BONDURANT

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Bondurant, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Bondurant, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF CARLISLE

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Carlisle, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Carlisle, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF CLIVE

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Clive, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Clive, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF DES MOINES

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Des Moines, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF ELKHART

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Elkhart, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Elkhart, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF GRANGER

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Granger, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Granger, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF GRIMES

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Grimes, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Grimes, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF JOHNSTON

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Johnston, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Johnston, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF MITCHELLVILLE

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Mitchellville, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Mitchellville, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF PLEASANT HILL

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Pleasant Hill, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Pleasant Hill, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF POLK CITY

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Polk City, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF RUNNELLS

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Runnels, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Runnels, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF URBANDALE

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Urbandale, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Urbandale, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of West Des Moines, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WINDSOR HEIGHTS

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Windsor Heights, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of the City Council of Windsor Heights, Iowa, and the Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

POLK COUNTY, IOWA

By: _____
Its: Chair, Board of Supervisors

ATTEST:

By: _____
Its: Polk County Auditor

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On the ____ day of _____, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Chair of the Board of Supervisors and the Auditor of Polk County, Iowa, a political subdivision; that the seal affixed to the foregoing instrument is the corporate seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of the Polk County Board of Supervisors, and the Chair of the Board of Supervisors and the Auditor of Polk County, Iowa acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

Notary Public in and for the State of Iowa



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
COMMISSION MEETING MINUTES
620 CHERRY STREET – DES MOINES, IOWA 50309
MAY 2, 2017**



ROLL CALL

Commissioners Present: Angela Connolly, Tom Gayman, Chris Hensley, Gaye Johnson, Gary Lorenz, Skip Moore (left at 12:46 pm), Joann Muldoon and Steve Peterson

Commissioner Absent: Skip Conkling

Alternate Present: Jon Woods

CALL TO ORDER

The meeting was called to order by Chair, Tom Gayman at 12:02 pm. Roll call was taken and a quorum was present.

Notice of the meeting was duly published.

APPROVAL OF AGENDA

Chair, Tom Gayman requested a motion to approve the agenda as presented.

It was moved by Mr. Peterson and seconded by Mr. Woods to approve the May 2, 2017 Agenda as presented. The motion carried unanimously.

PUBLIC COMMENT

No comments.

CONSENT ITEMS

6A – Commission Meeting Minutes – April 4, 2017

It was moved by Mr. Peterson and seconded by Mr. Woods to approve the consent item as presented. The motion carried unanimously.

ACTION ITEMS

7A – Bus Shelter Installation Services Award

Mike Tiedens, Purchasing Manager, presented the Bus Shelter Installation Services Award to the Commission. DART is preparing to install up to 50 new bus shelters over the next five years. All new shelters installed will be replacements of ones that have met their useful life or are new shelters at newly identified locations. The Commission was asked to approve two (2) on-call Installation Services Contracts for a two years and three (3) one (1) year options with a not to exceed amount of \$600,000 across the contractors. The individual contracts will be with A & B Contracting and Woodruff Construction.

**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
COMMISSION MEETING MINUTES – MAY 2, 2017**



It was moved by Mr. Peterson and seconded by Ms. Connolly to approve the Bus Shelter Installation Services Award. The motion carried unanimously.

7B – Custodial Contracting

Tim Sanderson, Chief Operating Officer, presented the Custodial Contracting to the Commission. The recommendation is to shift from directly employing two FTE custodial employees at DART's Operations and Maintenance facility to contracting out for custodial services at that location. With the anticipated savings from contracting out along with other identified savings in Operations, a new position in DART's Safety Department would be created that was a recommendation from the FTA Voluntary Safety Review that was completed in late 2016.

It was moved by Mr. Peterson and seconded by Ms. Hensley to approve the Custodial Contracting. The motion was approved by Mr. Peterson, Mr. Gayman, Ms. Hensley, Ms. Johnson, Mr. Lorenz and Ms. Muldoon and opposed by Ms. Connolly, Mr. Moore and Mr. Woods.

7C – FY2018 – 2027 DART Capital Plan

Amber Dakan, Finance Manager, presented the FY2018 – 2027 DART Capital Plan to the Commission. DART's capital plan spans 10 years, but is adopted annually within the budget process. Plan highlights include budget allocations for various projects, with fleet replacements being the largest expense of the Capital Plan. Cost and revenue assumptions for the fiscally constrained plan accompanied the recommendation providing funding sources and year over year projections.

It was moved by Ms. Hensley and seconded by Ms. Muldoon to approve the FY2018 – 2027 DART Capital Plan. The motion carried unanimously.

7D - Adobe Sign for Accounts Payable

Amber Dakan, Finance Manager, presented the Adobe Sign for Accounts Payable to the Commission. The DART Finance Department would like to use Adobe Sign for approval of high dollar Accounts Payable payments (\$50,000 and higher) by the Commission Treasurer. DART's legal counsel, Brick Gentry P.C., reviewed and approved the legality of using e-signatures with the approval of the Commission.

It was moved by Mr. Peterson and seconded by Ms. Hensley to approve Adobe Sign for Accounts Payable. This motion carried unanimously.

7E – March 2017 Financials

Amber Dakan, Finance Manager, gave a presentation on the March FY 2017 Financials. Fixed Route Operating Revenue is on target. Other Contracted Services is outperforming budget while Cash Fares are below budget. Fixed Route Non-Operating Revenue is on track with 0.93% above budget levels year to date. Fixed Route Expenses are 4.88% below budget projections year to date. Paratransit Operating Revenue is 20.57% lower than budget expectations. Contracted trips are below budget levels. Paratransit Non-Operating Revenue is 0.54% above budget. Paratransit Expenses are currently showing 19.24% budget savings. Many categories are continuing to show savings including Fuel & Lubricants, Salaries, Wages & Fringes, and Equipment Repair Parts. The revenue for Rideshare continues to cover expenses. Rideshare Revenue is below budget by

**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
COMMISSION MEETING MINUTES – MAY 2, 2017**



22.92%. There are nine new vans coming for Rideshare in May and six vans in June for the TPI contract. This should result in an uptick for operating revenue. Rideshare Expenses are below budget by 24.32%. There are many categories that are showing budget saving within this division and in alignment with the lower levels of revenue.

It was moved by Ms. Hensley and seconded by Ms. Connolly to approve the March 2017 Financials. The motion carried unanimously.

DISCUSSION ITEMS

8A – Quarterly Investment Report

Ms. Amy Mitchell, Director from Miles Capital presented the investment performance from January 1, 2017 – March 31, 2017. She reviewed the year to date investment performance with the Commission.

8B – Records Retention Policy

Dan Clark, Contract Administrator, presented the Records Retention Policy to the Commission. Dan explained why DART is in need of a Records Retention Program. He identified DART goals for this initiative including economical, organized records management. Dan discussed details of the Records Retention Policy and Records Management Program. He also shared the next steps for this program, which include presenting this policy for approval at the June Commission Meeting, completing an inventory of all records, disposing of records, loading records into electronic records and training others on the Records Retention Policy and Program. A draft copy of the Records Retention Policy and Records Management Program was provided to the DART Commission at the meeting.

8C – Quarterly Safety Report

Pat Daly, Safety and Training Manager, presented the Quarterly Safety Report to the Commission. There were two accidents in 2017 involving pedestrians. The causes of both of these accidents were reviewed and addressed. The number of preventable accidents is down by 15 from last year. DART had 33 days on Fixed Route without a preventable accident, and 127 days without a Fixed Route preventable injury.

8D – Performance Report – March 2017

Elizabeth Presutti, Chief Executive Officer, reviewed the Performance Report for March 2017. DART had a Farebox Recovery Ratio of 23% in March (YTD is over 21%). This is above the industry standard, which is 20%. Ridership continues to be down, and is currently down three percent overall, and Fixed Route ridership is down 3% as well. There are increases in ridership on the D-Line and the Westtown Express Routes.

MONTHLY REPORTS

9A – Operations

Tim Sanderson, Chief Operating Officer, gave an update on a 13 (c) challenge from the Amalgamated Transit Union as a result of the changes to the collective bargaining process under Iowa law. DART is continuing to work on this and there is currently an extension through May 12, 2017.

9B – Engagement

Amanda Wanke, Chief Engagement and Communications Officer, gave several updates:

- DART and the Downtown Farmers' Market reached a funding partnership to expand D-Line service beginning at 7 a.m., starting on Saturday, May 6, 2017, through the Farmers' Market season. DART and The Market are working together to promote the new service.
- DART's second scheduled service change of the calendar year will occur on Sunday, June 4, 2017. This service change will include the end-of-school service for the summer, minor schedule adjustments on Local Route 6 and 16 and the re-routing of Route 6 to serve Principal Park. Route 6 will travel down SW 2nd/SW 3rd to Martin Luther King Jr. Pkwy instead of on SW 7th. This will allow DART a cost neutral way to serve both Principal Park and new housing that has been built near the stadium.
- DART and the city of Johnston often hear from residents who want and need more transportation options. One way DART is looking at expanding service in Johnston is to run DART Local Route 5 further north on Merle Hay Road to NW 70th Street to serve Johnston City Hall, the Johnston Public Library and several new housing options along this corridor. This would provide all-day service to Johnston along the Merle Hay Corridor, but in order to make this happen, DART would combine Express Route 91 with Local Route 5. DART is collecting input from riders and community members in Johnston who would be impacted by this change. The information will be collected and reviewed by DART.
- There is also discussion about additional service for the new MLK/Vandalia corridor in Southeast Des Moines. There are a lot of businesses going into this area so DART is looking at business partnerships to assist with funding. Routes 4 and 8, and Park Avenue and the 63rd Avenue area want additional services.
- The Funding Analysis that The Greater Des Moines Partnership is working on had three firms that presented RFP's last week. The evaluation committee consisted of Todd Ashby, Jay Byers, Scott Sanders, Elizabeth Presutti and Tom Hadden. DART staff Amanda Wanke and Jamie Schug also listened to the presentations. This project will be done in late September. The proposals ranged from \$100,000 to \$150,000, DART plans on contributing up to \$50,000.
- The Greater Des Moines Partnership trip is May 10-12, 2017. Amanda previewed with the Commission the slide show that will be shown while Tom Gayman, DART Commission Chair, is giving an update about DART.

9C – Procurement

No update.

**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
COMMISSION MEETING MINUTES – MAY 2, 2017**



9D - Chief Executive Officer

Elizabeth Presutti, Chief Executive Officer, gave an update on the last DART Governance Task Force meeting that occurred on April 28, 2017. The Governance Task Force unanimously voted to recommend a more representative structure for the DART governance. Members of the DART Governance Task Force will present this recommendation at the DART Commission Workshop on May 3, 2017.

FUTURE AGENDA ITEMS

No update.

COMMISSIONER ITEMS

No update.

OTHER – COMMUNICATIONS

The Fare Collection RFP interviews took place on May 1st. Staff will bring forward a request to award the contract at the June 6th Commission Meeting.

FUTURE 2017 MEETING DATES:

June 6, July 11, August 1, September 1, October 3, November 7 and December 5.

A motion by Mr. Peterson and second by Ms. Muldoon to adjourn the regular Commission Meeting was made at 1:31 pm. The motion carried unanimously.

Chair

Clerk

Date

******OFFICIAL NOTICE OF THE NEXT DART COMMISSION MEETING DATE IS HEREBY PUBLISHED:**

The next regular DART monthly Commission Meeting has been scheduled for June 6, 2017 at 12:00 pm in the DART Multimodal Room at 620 Cherry Street, Des Moines, Iowa.



CONSENT ITEM



8B:	FY2017 Federal Transit Administration (FTA) Low or No Emission Grant Program
Action:	Authorize submission of a grant to FTA to upgrade the purchase of eight replacement buses to electric models

Staff Resource: Debra Meyer, Financial Analyst

Background:

DART staff recommends submitting a grant application for FTA's Low or No Emission Grant Program to support the initiative described below:

- **Upgrade Eight Replacements Buses to Electric Models**

DART is requesting funding to upgrade the replacement of eight heavy-duty buses to electric models to operate along Route 60 - University & Ingersoll and on other local services throughout the service area. The electric buses are expected to eliminate 3 million pounds of greenhouse gas emissions and reduce fuel and maintenance costs by \$120,000 over the 13-year useful life of each vehicle.

The additional capital costs are \$375,000 per vehicle plus \$1,070,000 total for charging equipment and electrical infrastructure. The total cost is \$4,070,000 with DART asking for \$3,256,000 in federal funding; the project requires \$814,000 in local match, for which DART is seeking partnership commitments.

The deadline for submitting an application to FTA is June 26, 2016.

Recommendation:

Approve the submission of a grant to FTA to upgrade the purchase of eight replacement buses to electric models.



CONSENT ITEM



8C:	ICAP FY 2018 Renewal
Action:	Approve the renewal contract with Iowa Communities Assurance Pool (ICAP) for Fiscal Year 2018.

Staff Resource: Amber Dakan, Finance Manager

Background:

- DART entered into the ICAP risk pool on July 1st, 2015. This is the second renewal year of coverage.
- DART's policy includes: Liability (General, Automobile, Law Enforcement and Excess), Public Officials Wrongful Acts, Vehicle, Property, Equipment Breakdown, Crime, and Cyber Breach coverage.
- This year's renewal has no change in coverage, deductibles, or policy limits.
- The deductible remains at \$50,000 for our Fixed Route and Paratransit buses and \$10,000 for our Rideshare fleet.

Costs:

- Based on total pool performance in Property coverage, DART received a rebate for FY16 in the amount of \$3,766.15.
- DART's membership in the risk pool will vest in five years, making us eligible for additional rebates in future years.
- Total cost of renewal is \$798,901.71.
- Total increase over prior year is \$11,768.25, or 1.5%.
- ICAP's FY18 renewal amount was anticipated and therefore, within budget.

Recommendation:

- Approve the FY2018 ICAP contract renewal of \$798,901.71.



ACTION ITEM



9A:	DART Annual Health Insurance Renewal
Action:	Approve a one year renewal of DART's Health Insurance Coverage through Wellmark BCBS, not to exceed \$1.7 million.

Staff Resource: *Katie Stull, Chief Human Resources Officer*

Background:

- DART has had a fully insured Medical Plan through Aetna (formerly Coventry Health Care of Iowa) since July 1, 2009.
- Based on our renewal offered by Aetna, True North recommended DART go to market and shop fully insured medical plans.
- As a result of shopping the medical insurance market DART has been able to secure a commitment from Wellmark to maintain the current levels of coverage with a 17% increase to current premium rates.
- DART's total expenditure for all medical plans is projected to move from an annual spend of \$1,384,062 to \$1,672,576. This 17% increase is equivalent to an increase of \$288,514.
- A breakdown of coverages, plan rates and estimated headcount per plan is attached. A contingency is included should employees add or change coverages through the year based on the estimated headcount.

Recommendation:

- Approval of a one year renewal of DART's Health Insurance Coverage through not to exceed \$1.7 million.



DART Health Insurance Renewal - July 1, 2017

Wellmark									
4-Tier Rates	\$1,000 Deductible Plan Alliance Select 1000 80 \$25/\$25 GF			\$3,000 HDHP Plan Alliance Select 3000 100 HAS OTS			\$5,000 HDHP Plan Alliance Select 5000 100 EMB HAS OTS		
	Head Count	Rate	Annualized	Head Count	Rate	Annualized	Head Count	Rate	Annualized
Single	22	\$555.20	\$146,572.80	64	\$455.96	\$350,177.28	20	\$366.81	\$88,034.40
EE/Spouse	5	\$1,137.05	\$68,223.00	23	\$933.81	\$257,731.56	2	\$751.23	\$18,029.52
EE/Child	1	\$1,050.99	\$12,611.88	16	\$863.13	\$165,720.96	0	\$694.37	\$0.00
Family	4	\$1,703.91	\$81,787.68	28	\$1,399.34	\$470,178.24	1	\$1,125.74	\$13,508.88
			\$309,195.36			\$1,243,808.04			\$119,572.80
Change from current Combined Total			7.83%			20.32%			6.55%
							179		\$1,672,576.20
									16.74%
Plan Design	\$1,000 Deductible Plan In Network			\$3,000 HDHP Plan In Network			\$5,000 HDHP Plan In Network		
Deductible	\$1,000 / \$2,000			\$3,000/\$6,000			\$5,000/\$10,000 (Embedded)		
Coinsurance	80%/20%			100%/0%			100%/0%		
Out of Pocket Max.	\$3,000 / \$6,000			\$3,000 / \$6,000			\$5,000/\$10,000		
Office Visit	\$25 copay			Deductible and Coinsurance			Deductible and Coinsurance		
Preventive Benefits	Paid at 100%			Paid at 100%			Paid at 100%		
Urgent Care	\$50 Copay			Deductible and Coinsurance			Deductible and Coinsurance		
Emergency Services	\$150 Copay followed by coinsurance			Deductible and Coinsurance			Deductible and Coinsurance		
Inpatient	Deductible and Coinsurance			Deductible and Coinsurance			Deductible and Coinsurance		
Outpatient	Deductible and Coinsurance			Deductible and Coinsurance			Deductible and Coinsurance		
Rx	\$10/\$20/\$40			Deductible and Coinsurance			Deductible and Coinsurance		
Lifetime Max.	Unlimited			Unlimited			Unlimited		

This is only a summary, please see Summary of Benefits and Coverage (SBC) for complete details.



ACTION ITEM



9B:	Farebox and Automated Fare Collection System Contract
Action:	Approve a Contract with Trapeze for the Farebox and Automated Fare Collection (AFC) System at a cost Not to Exceed \$3,300,000.

Staff Resource: *Mike Tiedens, Procurement Manager*

Background:

- DART awarded a contract to LECIP, Inc. in October of 2014 for the purchase of Fareboxes and an Automated Fare Collection System.
- In October of 2015, DART terminated the contract with LECIP due to non-performance.
- This award is for the re-procurement of the Farebox and Automated Fare Collection System.

Procurement:

- DART conducted a Request for Information (RFI) in November 2015 to gather information from the industry regarding best practices, industry trends and updated technology available.
- DART conducted a Request for Proposals for the Farebox and AFC System project. The RFP was published on March 3, 2017 and proposals were due on April 12, 2017.
- Two (2) proposals were received, and the proposers were:
 - Trapeze
 - Genfare
- DART conducted on-site interviews with both proposers on May 1, 2017.
- Trapeze was the highest proposer and the scoring is as follows:
 1. Trapeze = 3.8161 / 5
 2. Genfare = 3.1700 / 5

Trapeze Information:

- DART currently has multiple Trapeze Systems already installed and in operation: TransitMaster, FX (scheduling), Blockbuster (run cutting), PASS (paratransit scheduling), EAM (asset management, inventory, maintenance), IVR (voice system)
- Farebox product will interface with TransitMaster, the existing Trapeze AVL/RTIS System (Automatic Vehicle Locator/Real Time Information System)
- DART has 2 ongoing projects: PASS Web/IVR and Sign in Terminals
- Fareboxes comply with Buy America – final assembly is Cedar Rapids, Iowa

Cost:

- Total Not to Exceed Cost = \$3,300,000



ACTION ITEM

9B: Fareboxes and Automated Fare Collection System Contract

- Software, System Implementation, Warranty, Training = \$1,110,000
- Hardware (Fareboxes, Printers, Spare Parts, WIFI Equipment, Testing Equipment) = \$1,904,000
- Contingency – include pricing for ongoing maintenance, parts, remedial training, enhancements = \$286,000

Funding:

- Funding is from the previously awarded farebox grant (5339), the local match, and operating funds.

Contract:

- The final negotiated Contract with Trapeze is attached.
- Key Contract Clauses (paraphrased):
 - Liquidated Damages – DART has the right to liquidated damages should the project not stay on schedule
 - Refund/Testing – Should factory tests or mini-fleet tests fail, DART has the right to terminate and recover a refund amount of 90% of monies paid
 - Termination – DART reserves the right to terminate the Agreement for convenience or for cause (30 calendar days written notice is required)
 - Performance Schedule & Milestones – Trapeze has proposed a 14 month project schedule starting with the Notice to Proceed (anticipated for June 2017); there are 9 total payment milestones tied to the project which must be completed and accepted before payment is made; DART also has a 5% retainage withholding requirement
 - Disputes/Non-Performance – In the event of a dispute or non-performance, DART can file a claim for damages or withhold payments
 - Training – Contractor will provide training to DART staff; DART staff will be provided the training plan and must approve it at least 6 weeks prior to the start of training
 - Warranty – Contractor warranty is for 3 years upon system acceptance and there 4 additional one (1) year options for warranty/maintenance
 - Indemnification – Contractor and DART agree to mutually indemnify and hold each other harmless from any actions, omissions, damages, etc.

Recommendation:

- The approval of a Contract with Trapeze for the Farebox and Automated Fare Collection System for the amount Not to Exceed \$3,300,000. This amount is the total proposal cost for the software, hardware, warranty, installation, training, options, maintenance, and contingency of 10%.

**CONTRACT BETWEEN THE
DES MOINES AREA REGIONAL TRANSIT AUTHORITY**

AND

TRAPEZE SOFTWARE GROUP, INC.

FOR

FAREBOXES AND AUTOMATED FARE COLLECTION SYSTEM

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017 by and between Trapeze Software Group, Inc., a Delaware corporation, with a principle place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402 ("Contractor"), and Des Moines Area Regional Transit Authority, an entity organized and existing und the authority of chapter 28E of the Code of Iowa, having an office at 620 Cherry St., Des Moines, Iowa 50309, ("DART"). Collectively, Contractor and DART are hereinafter referred to as "Party" or "Parties".

WHEREAS, the DART and Contractor desire to enter into an agreement setting forth terms and conditions for the provision of services as provided for in the DART's Request for Proposal dated March 3, 2017 (the "RFP") and Contractor's Proposal dated April 12, 2017 (the "Proposal");

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, including the above whereas provisions contained herein, which are made part of this Agreement, the Parties hereto covenant and agree with each other as follows:

- PART 1 NOT USED**
- PART 2 NOT USED**
- PART 3 SCOPE OF AGREEMENT AND TERMS**

3.1 SCOPE OF SERVICES. The Contractor, at the direction of DART, shall perform all the work described herein and in the Statement of Work attached hereto as Exhibit 1, to furnish all equipment, hardware, materials and software as defined in the Deliverables List attached hereto as Exhibit 5, plans, and labor necessary for performance of the work, together with all protections necessary to protect the work (collectively, the "Work"). DART shall perform its contractual responsibilities in accordance with this Agreement. Whenever it is feasible to do so, any work performed under this Agreement shall be performed at the Des Moines Area Regional Transit Authority, 1100 DART Way, Des Moines, Iowa 50309.

3.2 AGREEMENT CHANGES. Either Party may request changes in writing within the general scope of this Agreement. Oral changes are not permitted. If a requested, approved change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price (as defined in Part 5), Performance Schedule (as defined in Part 4), or both, and will reflect the adjustment in a written change order signed by both Parties. The Contractor shall not be entitled to any additional compensation for additional work or goods or otherwise arising out of a change order that is not in writing or signed by DART prior to the performance of the work or

the delivery of the goods. Neither Party is obligated to perform requested changes unless both Parties execute a written change order. Contractor will not be compensated for any work performed or goods delivered prior to the execution of written notification and acknowledgement by both Parties. In addition, should any federal, state, and local government requirements cause the Scope of Work, Performance Schedule, or Deliverables List to change, the Parties will agree to an equitable adjustment of the Contract Price (as defined in Part 5), Performance Schedule (as defined in Part 4), and/or Deliverables List, and will reflect the adjustment in a written change order signed by both Parties.

- 3.3 TERM OF CONTRACT.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the later of (i) the date of expiration of the final Maintenance Period (as defined below) that has been exercised by DART, for which maintenance fees have been paid in full by DART, or (ii) five (5) years from the Effective Date. For purposes of this Agreement, the term “Maintenance Period” shall mean the Base Hardware Maintenance periods and Base Software Maintenance periods as set forth in Nos. 17 through 23 of the Price Sheet.
- 3.4 ADDITIONAL EQUIPMENT.** At any time during the Warranty Period, DART may purchase additional spare components at the price specified in the Proposal. The Contractor will provide a cost estimate based on the actual price, DART will be guaranteed a price not to exceed three percent (3%) escalation year over year.
- 3.5 CONTRACTOR SOFTWARE.** The software identified in the list attached hereto as Exhibit 5 (the “Software List”), including any and all subsequent releases, is licensed to DART solely in accordance with the following terms:
- a. Contractor hereby grants to DART a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the software in the form supplied by Contractor and on hardware approved by Contractor as of the license date as set forth on the Software List (the “License Date”), restricted to the places of business of DART, for DART’s own operations, in accordance with the operational characteristics described on the Software List.
 - b. Contractor hereby grants to DART a personal, non-transferable, non-exclusive license to use the Documentation (as hereinafter defined) as of the License Date, but only as required to exercise the software license granted herein. The term “Documentation” means the user documentation and training materials pertaining to the software and equipment as supplied to DART by Contractor under this Agreement.
 - c. DART may make one back-up copy of the software. DART may use the software solely to process DART’s own data, and the software may not be used on a service bureau or similar basis to process data of others.
 - d. The license to use Contractor’s database that is used to run the Farebox System software and is proprietary to Contractor (the “Farebox System Database”) is granted to DART solely for the development of internal reports by DART and for the integrated operation of Contractor software components. Unless expressly included herein, all other access rights to the Farebox System Database are excluded from this Agreement, and DART shall not develop or use, or authorize the development or use of, any other interfaces to or from the Farebox System Database. However, DART shall retain ownership of the raw data that is inputted into the Farebox System Database and any data generated thereof.

e. Other than the rights of use expressly conferred upon DART by this Paragraph 3.5, DART shall have no further rights to use the software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Contractor. Contractor shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether pre-existing or developed under this Agreement. Furthermore, neither this Agreement nor the delivery of the Work hereunder shall be construed as granting, either by estoppel or otherwise, any right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by Contractor.

f. DART agrees to: (i) take reasonable steps to maintain Contractor's and/or its subcontractors' intellectual property rights; (ii) not sell, transfer, publish, display, disclose, or make available the software or Documentation, or copies of the software or Documentation to third parties except where DART may disclose the Software to designated government representatives under a nondisclosure agreement executed by both Parties and/or except as otherwise required under Iowa law, (iii) not use or allow to be used, the software or Documentation either directly or indirectly for the benefit of any other person or entity, and (iv) not use the software or Documentation, along with its Updates, patches or Upgrades, on any equipment other than the equipment on which it was originally installed, without Contractor's written consent.

3.6 NON-CONTRACTOR SOFTWARE. Any non-Contractor software is licensed to DART in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Contractor the right to sublicense the non-Contractor software pursuant to a software license agreement, in which case it applies and the copyright owner will have all of licensor's rights and protections under such software license agreement. Contractor makes no representations or warranties of any kind regarding non-Contractor software. Non-Contractor software may include open source software. All open source software is licensed to DART in accordance with, and DART agrees to abide by, the provisions of the standard license of the copyright owner and not the software license sections of this Agreement.

3.7 SUBSTITUTIONS. At no additional cost to DART, Contractor may substitute any equipment, software, or services to be provided by Contractor, if the substitute meets or exceeds the specifications and is of equivalent or better quality to DART. Any substitution will be reflected in a change order and must have DART's final approval before being substituted.

3.8 INTERCHANGEABILITY. All units and components procured hereunder, whether from suppliers or manufactured by Contractor shall be duplicated in design, manufacture, and installation to assure interchangeability among equipment of the same make and model. Interchangeability shall extend to individual components as well as locations within the equipment, with the exception of installation components specific to a vehicle type.

3.9 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, then the Parties agree that such invalid or unenforceable portion shall be severable and the Agreement shall be treated as though that portion had never been part of this Agreement. The following order of precedence shall apply to all documents, in descending order of precedence:

A) Change Orders;

- B) This Agreement (including all Exhibits attached hereto); however, for any Maintenance Period exercised by DART, the Hardware and Software Maintenance Services, Exhibit 6, shall take precedence over (B) through (E);
- C) Federal Transit Administration Federal Clauses set forth in Section 16;
- D) Proposal; and
- E) RFP.

3.10 EXHIBITS: This Agreement incorporates by reference each of the following exhibits:

- A) Exhibit 1: Statement of Work
- B) Exhibit 2: Price Sheet
- C) Exhibit 3: Payment Milestones
- D) Exhibit 4: Performance Schedule
- E) Exhibit 5: Deliverables List
- F) Exhibit 6: Hardware and Software Maintenance Services
- G) Exhibit 7: Escrow Agreement
- H) Exhibit 8: Contractor's Best and Final Offer dated May 26, 2017
- I) Exhibit 9: The Proposal
- J) Exhibit 10: RFP
- K) Exhibit 11: Return Materials Authorization ("RMA") Process

3.11 PURCHASE ORDERS. Effective from the date of this Agreement, the terms and conditions contained within this Agreement shall apply to any and all purchases by DART from Contractor through the term of this Agreement based upon the original scope of work. Any terms and conditions included with documentation between the Parties including, but not limited to, purchase orders and Contractor's order acknowledgements are for administrative purposes only and shall not amend or alter the terms of the Agreement. The terms and conditions contained in the Agreement shall not be modified unless it is expressly agreed in writing and executed by DART and Contractor.

PART 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the negotiated and finalized performance schedule in the form attached hereto as Exhibit 4 (the "Performance Schedule"). A preliminary Performance Schedule shall be submitted by Contractor and approved by DART in writing within twenty (20) calendar days after the Effective Date of this Agreement. The preliminary Performance Schedule shall be updated by the Parties following the delivery of the Conceptual Design Review document as referenced in the Performance Schedule. By executing this Agreement, DART authorizes Contractor to proceed with contract performance. Contractor and DART may, at any time, amend the Performance Schedule by written change order agreed to by the parties in writing. Contractor shall proceed with performance in accordance with any such amended Performance Schedule; except that, if any change order alters Contractor's costs or the duration of performance, Contractor shall proceed only after an equitable adjustment has been approved in writing by DART.

PART 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1 CONTRACT PRICE. DART agrees to pay Contractor an amount up to \$2,356,710.00 (the "Contract Price"), as set forth in the Price Sheet attached hereto as Exhibit 2, for the Work provided hereunder.

DART agrees to pay Contractor the Contract Price in accordance with the Payment Milestones set forth in Exhibit 3 attached hereto.

5.2 INVOICING AND PAYMENT. DART shall pay Contractor on a "firm fixed price" basis, in US dollars, in accordance with Exhibit 3, Payment Milestones. Contractor shall submit an invoice once a fully signed approval is generated by DART and signed by both Parties indicating that a payment milestone has been achieved. Charges rendered by Contractor to DART are to be due and payable on terms of net forty-five (45) days after proper and complete billing is received by DART. If DART determines that an invoice does not comply with the terms of this Agreement, DART shall notify Contractor in writing, via certified mail, within seven (7) business days of receipt of invoice. Contractor shall reissue an invoice for the undisputed portion of the submitted invoice within the payment terms stated herein.

In the event DART fails to pay any invoice(s) when due, in addition to any other rights reserved hereunder, Contractor reserves the right to suspend or limit performance until all past due sums are paid. Any delay in performance due to non-payment issues will in turn extend the Performance Schedule by the same amount of time necessary for DART to pay the outstanding invoice(s).

Except as otherwise specified the prices stated do not include any state, federal, or local sales, use or excise taxes, duties, or brokerage fees now in force or which may be enacted in the future, and may be applicable to the sale, delivery or use of goods. As of the date of this Agreement, DART is tax exempt. DART shall provide a copy of the tax exemption certificate to Contractor within ten (10) calendar days of signing this Agreement. In the event DART loses the tax exempt status, DART expressly agrees to pay to Contractor, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Contractor. It is agreed that title to any product described herein shall pass to DART at the time and place at which Contractor completes performance with reference to the delivery of the product.

DART may, at any time, conduct an audit of any and/or all records kept by the contractor for this project. Any overpayment uncovered in such an audit may be charged against the contractor's future invoices.

5.3 RETAINAGE. A retainage of five percent (5%) of the Contract Price shall be held by DART as set forth in the Payment Milestones. The retainage shall be released by DART and paid to Contractor when the project is fully completed and accepted by DART in accordance with the Agreement, including receipt of lien waivers signed by all subcontractors providing labor for this Agreement, excepting warranty.

5.4 SUBCONTRACTOR PAYMENT. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) working days from the receipt of each payment the prime contractor receives from DART. The Contractor agrees further to return any retainage payments to each subcontractor within thirty (30) working days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of DART. This clause applies to both DBE and non-DBE subcontractors.

A) If the Contractor fails to pay the subcontractor within thirty (30) working days, the Contractor must notify DART and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

B) The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after thirty (30) working days following receipt by the Contractor of payment from DART for work performed by the subcontractor under that contract, except for

amounts withheld as allowed in subsection (A) of this section. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month, except for the amounts withheld.

- C) Should either the Contractor or subcontractor advise DART of a payment issue involving a DBE contractor, the DBE officer shall be notified so as to investigate, as appropriate.

5.5 INVOICE ADDRESS. All invoices will be submitted to DART at the following address:

DART
Attn: Accounts Payable
620 Cherry St.
Des Moines, Iowa 50309

The equipment will be shipped to the DART at the following address:

DART
1100 DART Way
Des Moines, Iowa 50309

DART may change this information by giving written notice to Contractor.

5.6 OPTIONAL MAINTENANCE PERIODS AND WARRANTY PERIOD; MAINTENANCE SERVICES

- A) DART may unilaterally exercise the annual Maintenance Periods at the prices set forth in the Price Sheet. DART may exercise the first Maintenance Period with no less than thirty (30) days' notice prior to completion of the Warranty Period by giving written notice to Contractor of its intent to exercise the first Maintenance Period. For all subsequent Maintenance Periods, DART shall provide no less than thirty (30) days' written notice to Contractor if it wishes to exercise the next Maintenance Period. For purposes of this Agreement, the term "Warranty Period" shall mean the three (3) year warranty period as set forth in Item 15 of the Price Sheet.
- B) Throughout the Warranty Period and for any Maintenance Period that has been exercised by DART, for which maintenance fees have been paid in full by DART, Contractor shall provide maintenance for the software and hardware in accordance with the Hardware and Software Maintenance Services attached hereto as Exhibit 6.

PART 6 SITES AND SITE CONDITIONS

- 6.1 SITE CONDITIONS.** DART will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable, DART will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the system. Before installing the equipment or software, Contractor will inspect the work site(s) and advise DART of any apparent deficiencies or non-conformities with the requirements of this Section. If Contractor does not notify DART within fifteen (15) working days of its inspection of any deficiencies or non-conformities of a specific site, Contractor will be deemed to have accepted that site and the site will be deemed to meet all requirements of this Section. However, if after fifteen (15) working days, Contractor finds the site to be deficient in any way, Contractor will immediately notify DART and DART shall remedy the situation in an expedited manner. Contractor shall be granted an

extension of time equal to the number of days in which DART used to remedy the deficiency. The Contractor will follow DART safety regulations while on the property.

- 6.2 SITE ISSUES.** If a Party determines that the sites identified in the RFP are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Statement of Work, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order in accordance with Section 3.2, AGREEMENT CHANGES.

PART 7 TRAINING

- 7.1 TRAINING.** Contractor shall develop a training plan to be provided to DART at least six (6) weeks in advance of the start of training, and the training plan must be approved by DART prior to the start of training. Contractor shall otherwise provide training to DART as described in the RFP.
- 7.2 MANUALS.** Contractor shall provide documentation to DART at the completion of each deployment phase, which shall include: (1) an inventory of all line replaceable units supplied including supplier name, Contractor's model number, Contractor's serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components, including those components supplied by third parties; (4) all warranties documentation, including that for components supplied by third parties; (5) a diagram indicating the as-built interconnections between components; and (6) the version number of all software, including that supplied by third parties. Such documentation for Contractor's proprietary equipment and software shall be provided in Microsoft and Adobe PDF formats on CD or DVD with permission to freely reproduce copies. In addition the Contractor shall provide manuals as specified in the RFP, to include Maintenance Manuals, User Manuals, Vehicle Operator Manuals and Systems Manuals.

PART 8 SYSTEM ACCEPTANCE

- 8.1 COMMENCEMENT OF ACCEPTANCE TESTING.** Contractor will provide the acceptance test procedures document ("Acceptance Test Procedures") for the Trapeze's EZFare Automated Fare Collection system (the "Farebox System") to DART at least three (3) weeks prior to the commencement of any acceptance tests. Contractor shall be required to provide written notice to DART at least three (3) weeks in advance of any acceptance testing indicating the specific tests to be completed, as well as the date, time and location of the acceptance testing. If DART's representatives cannot be present or if other circumstances prevent testing from taking place, Contractor shall reschedule the testing. Should such acceptance test be delayed due to the unavailability of either Party, the Parties shall treat such delay in accordance with Section 10 of this Agreement. Acceptance testing will occur only in accordance with the Acceptance Test Procedures.
- 8.2 FACTORY ACCEPTANCE TEST.** Contractor shall perform the Factory Acceptance Test ("FAT"), as defined in the Statement of Work, of the Farebox System in accordance with Performance Schedule. In the event that Work performed by Contractor fails the FAT, Contractor shall take all such steps as may be necessary to correct the problem and re-run the FAT within a reasonable period of time, not to exceed thirty (30) calendar days, unless DART consents to such longer period of time in writing. Contractor will make every effort to correct the malfunction as quickly as possible and will provide status on corrective action in a timeframe commensurate with the severity of the malfunction. If use of the Work by DART in a manner not permitted within the Statement of Work is the sole cause of the FAT failure then such event shall

not be considered a FAT failure under this Section. DART shall not prevent reasonable completion of the FAT. Notwithstanding the foregoing, a failed FAT that occurs more than three (3) times, or Contractor's failure to re-run FAT within the thirty (30) calendar day time period required, shall entitle DART to: (i) require Contractor to repair or replace the failed component and to re-perform all or any of the material requirements of the FAT as DART may require on such new component; or (ii) at DART's option either: (1) if DART deems the functionality of failed component to not be material to the operation of the system, refund the purchase price of said component; or (2) in the case of material failure of the FAT, as reasonably determined by DART in consultation with the Statement of Work, DART may require Contractor to refund all monies paid by DART except for two hundred fifty thousand dollars (\$250,000.00) and Contractor shall retrieve any and all equipment and software provided under this Agreement..

- 8.3 MINI-FLEET TEST.** Contractor shall perform the Mini-Fleet Test, as defined in the Statement of Work, of the Farebox System in accordance with the Performance Schedule. The Mini-Fleet Test shall be performed on twenty percent (20%) of DART vehicles and include paratransit, fixed route, and flex vehicles. Farebox System components shall be tested in isolation to verify that the installed equipment and software performs to the specifications as set forth in the Statement of Work. In the event that the Mini-Fleet Test fails, the Contractor shall take all such steps as may be necessary to correct the problem and re-run such test to a successful completion, within a reasonable period of time not to exceed forty-five (45) calendar days beyond the date set forth in the Performance Schedule for the Mini-Fleet test completion, unless DART consents to such longer period of time in writing. Contractor will make every effort to correct the malfunction as quickly as possible and will provide status on corrective action in a timeframe commensurate with the severity of the malfunction. If use by DART in a manner not permitted within the Statement of Work is the sole cause of the Mini-Fleet Test failure then such event shall not be considered a test failure under this Part. DART will not prevent reasonable completion of the Mini-Fleet test. In the case of material failure of the Mini-Fleet Test, as reasonably determined by Exhibit 1, Statement of Work, DART may terminate the Agreement as a termination for convenience, and Contractor shall refund all monies paid by DART except for three hundred fifty thousand dollars (\$350,000.00) and Contractor shall retrieve any and all equipment and software provided under this Agreement.
- 8.4 VEHICLE ACCEPTANCE TEST PROCEDURE (VATP).** Upon completion of a vehicle's equipment installation of the Farebox System, a vehicle acceptance test procedure ("VATP") shall be performed on such vehicle. Farebox System components shall be tested in isolation to verify that the installed equipment and software performs to the specifications as set forth in the Statement of Work. Then the VATP will confirm the functionality of the Farebox System on each vehicle before that vehicle is allowed to return to service. Warranty of vehicle equipment shall commence upon successful completion and acceptance of the VATP on ninety-five percent (95%) of the vehicle fleet.
- 8.5 THIRD PARTY EQUIPMENT ACCEPTANCE.** Acceptance and warranty for third party equipment shall commence upon receipt of such equipment at the location of the Factory Acceptance Test. The Factory Acceptance Test is defined in the Proposal.
- 8.6 SYSTEM ACCEPTANCE TEST.** The System Acceptance Test ("SAT") will occur upon successful completion of the Factory Acceptance Test, Mini-Fleet Test, VATP and Third Party Acceptance. The SAT procedures shall be created by Contractor, with the approval of DART, and will clearly address: (1) how each testable specification requirement will be demonstrated, including the method for performing the test; (2) the results that will constitute success for each test; (3) responsibilities of both Parties' representatives during each test; and (4) a cross-reference to which contract requirements from the Requirements Matrix, as set forth in the Proposal and confirmed by the Final Design Review, are being

addressed for each test procedure. The SAT shall be performed in a test environment to verify the functionality of the Farebox System as set forth in the Statement of Work, including interfaces with software provided by others and/or subcontractors. In the event it is not feasible to test certain, defined functions in the operational environment, reasonable industry standard evidence shall be provided to DART demonstrating the software functionality conforms to the Statement of Work. Misuse or improper use by DART of the Farebox System shall not be deemed to constitute failure of any part of the SAT and may void Contractor's warranty obligations. DART and Contractor shall be required to provide adequate resources to conduct and complete the SAT. Approval and/or acceptance of SAT shall not be unreasonably withheld, conditioned or delayed. Should any deficiencies, punch list items, or variances ("Variances") be found during SAT, the Parties shall agree in writing to a list of all observed Variances within ten (10) business days of completing the SAT. Contractor shall be required to correct the listed Variances during the SAT or as otherwise agreed to in writing by the Parties. Corrections of the Variances shall be acknowledged by both Parties, in writing, as they are corrected or as otherwise resolved by the Parties. Acknowledgement of the corrections to the Variances shall not be unreasonably withheld, conditioned, or delayed. The results of each distinct testing stage must be approved before DART will accept the Farebox System ("System Acceptance"). Software warranty shall commence upon completion of the SAT. If DART fails to provide Contractor a list of Variances as defined above, System Acceptance shall be deemed to have commenced upon completion of the SAT without further action required by Contractor during the Warranty Period. During the SAT, if in Contractor's reasonable opinion DART is acting in bad faith in any manner whatsoever so as to delay the commencement of warranty, and upon ten (10) days written notice to the DART, Contractor may disable, disconnect or otherwise render inoperable any and all Farebox System software modules provided hereunder until such time as the DART completes the SAT.

PART 9 REPRESENTATIONS AND WARRANTIES

- 9.1 SYSTEM FUNCTIONALITY.** Throughout the Warranty Period and for any Maintenance Period that has been exercised by DART, for which maintenance fees have been paid in full by DART, Contractor represents that the Farebox System will perform in accordance with the specifications set forth in the Final Design Review as defined in the Statement of Work in all material respects. Contractor is not responsible for Farebox System performance deficiencies that are caused by ancillary equipment not furnished by Contractor that is attached to or used in connection with the Farebox System or for reasons or parties beyond Contractor's control, such as natural causes. For any breach of this warranty, DART's sole and exclusive remedy and Contractor's entire obligation hereunder shall be to either repair or replace the defective Farebox System component in accordance with the terms the Hardware and Software Services, Exhibit 6.
- 9.2 GENERAL WARRANTY.** The Contractor warrants that it has reviewed and evaluated all information furnished by DART. The Contractor warrants that the Farebox System equipment and software, including the initial supply of spare components and any spare components purchased at DART's option, (1) are free from defects in design, material and workmanship, and shall remain in good working order, and (2) function properly and in conformity with this Agreement. In addition, the Contractor shall warrant that the Final Design Review provided completely and accurately reflects the operation and maintenance of the Farebox System equipment and software, and provide DART with all information necessary to maintain the Farebox System. During the Warranty Period and for any Maintenance Period that has been exercised by DART, for which maintenance fees have been paid in full by DART, the Contractor shall at no additional cost to DART, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the Farebox System in accordance with the Hardware and Software Services. The Contractor shall provide any proprietary software fixes or updates

at no cost to DART during the Warranty Period and during any Maintenance Period that has been exercised by DART, for which maintenance fees have been paid in full by DART.

9.3 REPAIR OR REPLACEMENT. During the Warranty Period and for any Maintenance Period that has been exercised by DART, for which maintenance fees have been paid in full by DART, the Contractor shall repair or replace any faulty components of the Farebox System that are defective in workmanship or material in accordance with the procedures as set forth in the Hardware and Software Services, Exhibit 6, with the cost included in the Contract Price. DART shall pay all shipping, duties, if applicable, and freight charges for such shipment to be shipped to Contractor. The Contractor shall pay all shipping, duties, if applicable, and freight charges for shipment of equipment back to DART.

9.4 EQUIPMENT WARRANTY. During the Warranty Period and for any Maintenance Period that has been exercised by DART, for which maintenance fees have been paid in full by DART, Contractor warrants that the Farebox System equipment under normal use and service will work and perform in accordance with the Final Design Review. In the event of any issues during such times, Contractor shall repair and maintain the Farebox System equipment, in accordance with the terms of the Hardware and Software Services, Exhibit 6, which is returned to Contractor at its factory, postage prepaid, provided:

- A) Notice of claimed defect is provided to Contractor within the Warranty Period or during any Maintenance Period for which maintenance fees have been paid by DART;
- B) Such equipment shall not be deemed to be defective, if, due to exposure to any condition in excess of those published in the product specification, it shall fail to operate in a normal manner; and
- C) Contractor's obligations with respect to such equipment are conditioned upon the proper installation and operation of such equipment by DART (or DART's representative designated in writing) in accordance with Contractor's written directions.

The warranty stated in this Part shall be void if such equipment is altered, physically abused or repair is attempted or made by any entity other than Contractor or Contractor's authorized service center.

All equipment, accessories, LCD or similar screens, and batteries not manufactured by Contractor or from Contractor's designs are subject only to such adjustments as Contractor may obtain from the supplier thereof.

For any breach of this warranty, DART's sole and exclusive remedy and Contractor's entire obligation hereunder shall be to either repair or replace the defective Farebox System component in accordance with the terms of the Hardware and Software Services, Exhibit 6.

9.5 CONTRACTOR SOFTWARE WARRANTY. During the Warranty Period and for any Maintenance Period that has been exercised by DART, for which maintenance fees have been paid in full by DART, Contractor warrants the Contractor software to operate in all material respects as specified in the Final Design Review. In the event of any issues during such times, Contractor shall repair and maintain the Contractor software in accordance with the terms of Exhibit 6, provided:

- A) Notice of claimed defect is provided to Contractor during the Warranty Period or during any Maintenance Period for which maintenance fees have been paid by DART;
- B) Software or the host medium has not been exposed to any computer virus or to any condition in excess of those published in the applicable specification(s); and

- C) Software has been properly installed and operation of software and the host medium are in accordance with Contractor's or manufacturers written instructions.

The warranty stated herein shall be void if such software or its host medium is altered or alterations are attempted by anyone other than Contractor or Contractor's authorized service center, without prior written permission of Contractor.

For any breach of this warranty, DART's sole and exclusive remedy and Contractor's entire obligation hereunder shall be to either repair or replace the defective Farebox System component in accordance with the terms of the Hardware and Software Services, Exhibit 6.

OTHER THAN THE WARRANTIES CONTAINED IN SECTIONS 9.1 THROUGH 9.5, NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO PRODUCTS OR SERVICES PROVIDED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE DART'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

- 9.6 SYSTEM-WIDE REPLACEMENT.** If, during the Warranty Period, the Parties agree that a given component requires repair or replacement for a consistent fault, the component shall be deemed to warrant fleet-wide repair or replacement of the component. Fleet-wide replacement shall require Contractor to analyze all units and repair or replace the units found faulty throughout the Farebox System. Even if the system-wide replacement activity extends beyond the end of the Warranty Period, the Contractor shall be obligated to complete such repair or replacement so long as the need was documented before the end of the Warranty Period.

PART 10 DELAYS

- 10.1 FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure (as defined herein) event. A Force Majeure event shall be a condition beyond the performing parties control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly in writing (but in no event later than ten (10) days) after it discovers the scope of the delay. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances. The Contractor shall not be entitled to any claim for damages on account of hindrances or delays for any Force Majeure event whatsoever. This includes, but is not limited to: any actions which result in delays of scheduling, changes in the scope of work or increases in the cost of performance of the Work.
- 10.2 LIQUIDATED DAMAGES.** As it is difficult for either Party to determine actual damages for a delay to the go-live date set forth in the Performance Schedule, the Parties agree to the following as payments as liquidated damages, which represent a reasonable approximation of delay costs and are not considered a penalty. If either Party delays the go-live date set forth in the mutually agreed Performance Schedule, upon the other Party's request and as agreed to by the delaying Party, an amount of two hundred fifty US dollars (\$250.00) per business day shall be assessed for each day the Performance Schedule is delayed by the Party. The Parties agree that should the Contractor be delayed solely as a result of any party designated by DART, affiliated with DART or a third party requested by DART, as determined by DART in its sole discretion, such liquidated damages shall not be considered a delay by Contractor and liquidated

damages shall not be payable to DART. The Parties will execute a change order to extend the Performance Schedule, if requested by either Party. Cumulative liquidated damages shall not exceed five percent (5%) of the Contract Price minus any warranty and maintenance fees. One Party shall not deny the other Party's right to an adjustment of time of performance and price based solely on one Party's failure to timely assert its rights under this provision. Notwithstanding the foregoing, until such time either Party delays performance under the Performance Schedule for an aggregate time of 365 calendar days during the term of this Agreement, the liquidated damages under this Section shall be the sole and exclusive remedy of either Party with regards to any such delays. After either Party delays performance under the Performance Schedule for an aggregate of 365 calendar days during the term of this Agreement, the other Party may exercise any other remedies available to such Party pursuant to this Agreement.

10.3 NOT USED.

10.4 NOTIFICATION OF DELAY BY CONTRACTOR. The Contractor will verbally and via email notify the Project Manager as soon as the Contractor has knowledge that an event has occurred which will substantially delay completion of this Project. Within five (5) working days, the Contractor will confirm such notice in writing, furnishing as much detail as is available and, if applicable, Contractor shall suggest an extension of time for completion. DART will review the letter and suggested extension. DART shall respond to Contractor within ten (10) calendar days in writing. DART may withhold amounts necessary to cover any claims of which it has been notified of subcontractors, materialmen, or suppliers from final payment to the Contractor. Both Parties shall keep in contact with each other as to the status of such delay and shall agree in writing to a restart date when the facts or matters giving rise to such delay have concluded and further delays are not foreseen.

10.5 NOTIFICATION OF DELAY BY DART. DART will verbally and via email notify the Contractor's Project Manager as soon as DART has knowledge that an event has occurred which will substantially delay completion of this Project. Within five (5) working days, DART will confirm such notice in writing, furnishing as much detail as is available and, if applicable, DART shall suggest an extension of time for completion. Contractor will review the letter and suggested extension. Contractor shall respond to DART within ten (10) calendar days in writing. Both Parties shall keep in contact with each other as to the status of such delay and shall agree in writing to a restart date when the facts or matters giving rise to such delay have concluded and further delays are not foreseen.

10.6 UNAVOIDABLE DELAYS. If delivery of items is unavoidably delayed, this Agreement shall be extended an equivalent number of days as the unavoidable delay. A delay is unavoidable only if it was not reasonably expected to occur in connection with suppliers or their agents, and was substantial, and in fact, caused the Contractor to miss delivery dates.

PART 11 DISPUTES

11.1 DISPUTES. The Parties shall attempt to resolve any disputes arising in the performance of this Agreement promptly by negotiation in good faith between executives who have the authority to settle the dispute. Either Party shall give the other Party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the Party receiving notice shall submit to the other a written response thereto. All reasonable requests for information made by one Party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this Part (and any of the Parties' submissions in contemplation hereof) shall be kept confidential by the Parties and shall be treated by the Parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state

rules. If the matter in dispute has not been resolved within thirty (30) calendar days of the initial dispute date, either Party (the "Claimant") may submit the dispute to binding arbitration to the State of Iowa office of the American Arbitration Association ("AAA") in accordance with the procedures set forth in the Commercial Arbitration Rules of the AAA then obtaining. The Commercial Arbitration Rules of the AAA shall govern any arbitration proceeding hereunder. The arbitration shall be conducted by three (3) commercially-experienced arbitrators selected pursuant to the Commercial Arbitration Rules, and pre-hearing discovery shall be permitted if and only to the extent determined by the arbitrators to be necessary in order to effectuate resolution of the matter in dispute. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Iowa, without giving effect to the principles of conflict of laws thereof. Equitable remedies shall be available from the arbitrators. Consequential, punitive, exemplary, indirect or similar damages shall not be awarded by the arbitrators, although attorneys' fees and the costs of arbitration may be assessed against either or both Parties. Any provisions of the award which are determined to be unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The arbitrators' decision shall be rendered within thirty (30) days of the conclusion of any hearing hereunder and the arbitrators' judgment shall be final and binding on the Parties. Any award and judgment may be entered and enforced in any court of competent jurisdiction. Resolution of disputes under the procedures of this Part shall be the sole and exclusive means of resolving disputes arising out of or relating to this Agreement.

- 11.2 PERFORMANCE DURING DISPUTE.** Unless otherwise agreed between the Parties, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- 11.3 CLAIMS FOR DAMAGES.** Should either Party to this Agreement suffer injury or damage to person or property because of any act or omission of the Party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other Party within a reasonable time after the first observance of such injury of damage.
- 11.4 REMEDIES.** Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between DART and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State and County in which DART is located.
- 11.5 RIGHTS AND REMEDIES.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be limited to the terms contained herein. No action or failure to act by DART or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

PART 12 DEFAULT AND TERMINATION

- 12.1 TERMINATION FOR CONVENIENCE OR DEFAULT.** DART may terminate this Agreement in whole or in part, for convenience and either Party may terminate this Agreement in whole or in part, for the failure of the other Party to fulfill the contract obligations. This Agreement may be terminated by delivering to the other Party thirty (30) calendar days prior written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the

DART Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

If the termination is requested by DART, the DART Project Manager shall make an equitable adjustment in the Contract Price but shall allow no anticipated profit on unperformed services. DART shall pay Contractor for all product, equipment, and services provided up to and including the date of termination, as well as project close-out costs and profit for goods delivered and performed services. DART shall also pay Contractor for any equipment or product i) ordered by Contractor to fulfill its obligations hereunder which cannot be returned to the supplier for a full refund and ii) for any handling or restocking fees incurred by Contractor due to return of product purchased by Contractor to fulfill its obligations hereunder. Any such amounts will be invoiced by Contractor and paid by DART in accordance with Part 5, CONTRACT PRICE, PAYMENT AND INVOICING.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of DART.

12.2 OPPORTUNITY TO CURE. A Party shall, in the case of a termination for breach or default, allow the other Party no less than thirty (30) calendar days in which to provide a plan to cure the material defect. If the Party in breach fails to remedy to the non-breaching Party's satisfaction, the breach or default or any of the terms, covenants, or conditions of this Agreement within the time specified in the plan, the non-breaching Party shall have the right to terminate this Agreement without any further obligation to the other Party.

12.3 WAIVER OF REMEDIES FOR ANY BREACH. In the event that either Party elects to waive its remedies for any breach by either Party of any covenant, term or condition of this Agreement, such waiver by either Party shall not limit either Parties remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

PART 13 INDEMNIFICATION

13.1 GENERAL INDEMNITY BY CONTRACTOR. The Parties recognize that the Contractor is an independent Contractor. Subject to the Limitations of Liability in Part 17, the Contractor agrees to indemnify, hold harmless, and defend DART, its board, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in amounts rendered by a court of competent jurisdiction or as otherwise determined pursuant to Section 11.1, in connection with any and all third party claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, relating to claims for breach of contract, violation of law, conflict of interest, confidentiality provisions, bodily injury, death, or tangible or real property damage, arising out of the negligent acts or omissions of Contractor, its officers, employees, representatives, assigns or subcontractors, in the performance of the Agreement, provided that:

- A) DART shall promptly give written notice to Contractor after obtaining knowledge of any potential or actual third party claim against DART if recovery being sought against Contractor is due to the indemnity set forth above;
- B) Contractor will have the right to defend DART against any such third party claim with counsel of Contractor's choice. In addition, DART may retain separate co-counsel at its sole cost and expense to monitor the defense of the third party claim, provided, however, that Contractor shall have the right to control the defense of such third party claim in Contractor's sole discretion;

- C) DART will not consent to the entry of any judgment or enter into any settlement with respect to such third party claim without the prior written consent of Contractor. DART shall cooperate with all reasonable requests of Contractor in connection with the defense of such third party claim if the Contractor reasonably requests DART in writing to perform certain work that must be performed by DART counsel then DART should be reimbursed by the Contractor for the counsel's expenses incurred;
- D) To the extent reasonably possible, DART shall use its good faith efforts to mitigate any losses against which Contractor is obligated to indemnify DART pursuant to this Section; and
- E) Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

The obligations contained in this provision shall survive termination of this Agreement and shall be limited by the amount of insurance required to obtain or maintained under this Agreement.

13.2 GENERAL INDEMNITY BY DART. To the extent permitted by law, DART will indemnify and hold Contractor harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Contractor to the extent it is caused by the negligence of DART, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Contractor gives DART prompt, written notice of the claim or suit. Contractor will cooperate with DART in its defense or settlement of the claim or suit. This section sets forth the full extent of DART's general indemnification of Contractor from liabilities that are in any way related to DART's performance under this Agreement.

13.3 PATENT, INTELLECTUAL PROPERTY, AND COPYRIGHT INFRINGEMENT AND INDEMNIFICATION.

- A) Contractor represents and warrants that it owns or has the absolute right to sell, license, or otherwise grant the rights in the Farebox System conveyed to DART in this Agreement, and that, at the time of Agreement execution, neither the System nor any of its components infringes any U.S. Patent, copyrights, or other intellectual property right of, or misappropriates the trade secrets of any person or entity. Contractor shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. Furthermore, neither this Agreement nor the delivery of any Work hereunder shall be construed as granting, either by estoppel or otherwise, any right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by Contractor. Software utilized under this Agreement is proprietary and ownership of the software remains with Contractor and/or its subcontractors, as the case may be. DART agrees to: (1) take reasonable steps to maintain Contractor's and subcontractors rights in the software; (2) not sell, transfer, publish, display, disclose, or make available the software, or copies of the software, to third parties except where DART may disclose the software to designated federal representatives under a nondisclosure agreement executed by both parties, (3) not use or allow to be used, the software either directly or indirectly for the benefit of any other person or entity, and (4) not use the software, along with its Updates (as hereinafter defined), patches or Upgrades (as hereinafter defined), on any equipment other than the equipment on which it was originally installed, without Contractor's written consent. "Updates" are defined as bug fixes or patches. "Upgrades" are defined as any new feature or major enhancement to the software or hardware.
- B) Contractor will defend at its expense any suit brought against DART to the extent it is for infringement of any United States patent or copyright which covers, or alleges to cover, the product described herein in the form sold by Contractor, and Contractor will indemnify DART for those costs

and damages finally awarded against DART for an infringement claim. Contractor's duties to defend and indemnify are conditioned upon: (i) DART promptly notifying Contractor in writing of the infringement claim; (ii) Contractor having sole control of the defense of the suit through its own counsel and all negotiations for its settlement or compromise; and DART providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the infringement claim if the Contractor reasonably requests DART, in writing, to perform certain work that must be performed by DART council then DART should be reimbursed by the Contractor for the counsel's expenses incurred. Contractor shall not enter into any settlement that obligates the DART to incur any expense, adversely impacts the DART's rights under this Agreement or interferes with the operation of DART's business without DART's prior written consent.

- C) If in any such suit so defended, the product is held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Contractor deems it advisable to do so, Contractor may at its option and expense (i) procure for DART the right to continue using the equipment or Contractor software, (ii) replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or (iii) if the foregoing options are not reasonably available, grant DART a credit for the equipment or Contractor software as depreciated for use, damage and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such equipment and Contractor software. If the infringement by DART is alleged prior to completion of delivery of the goods under this Agreement, Contractor may decline to make further shipments without being in breach of this Agreement.
- D) Contractor will have no duty to defend or indemnify for any infringement claim that is based upon the combination of the equipment or Contractor software with any software, apparatus or device not furnished by Contractor; the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the equipment or Contractor software; any equipment that is not Contractor's design or formula; a modification of the Contractor software by a party other than Contractor; or the failure by DART to install an enhancement release to the Contractor software that is intended to correct the claimed infringement. The foregoing states the sole and exclusive liability of Contractor with respect to infringement of patents and copyrights by the equipment, Contractor software, or any of their parts.

PART 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1 CONFIDENTIAL INFORMATION. "Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to technical or non-technical data, patents, patent applications, copyright, copyright applications, research, product or service plans, developments, inventions, processes, designs, drawings, patterns, compilations, engineering methods, techniques, devices, formulae, software (including source and object code), algorithms, business plans, agreements with third parties, lists of actual or potential services or customers, marketing plans, financial plans or finances and similar information relating to either Party furnished by or on behalf of the disclosing Party to the recipient Party or any representatives regardless of the manner in which it is furnished or obtained by the recipient Party or its representatives through observation of the disclosing Party's facilities or procedures (save and except communications with legal counsel which constitute attorney-privileged information). The disclosing Party agrees to use reasonable efforts to summarize in writing the content of any oral disclosure or other non-tangible disclosure that is proprietary or confidential to the recipient Party within a reasonable time (not to exceed thirty (30) calendar days) after the disclosure. However, failure to provide this summary will not affect the qualification of the disclosing Party's Confidential Information as such if the Confidential Information was identified as confidential or proprietary when disclosed orally or in any other non-tangible form. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault of the recipient Party;

(ii) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (iii) the recipient Party independently develops through persons who have not had access to such information; or (iv) the disclosing Party approves for unrestricted release by written authorization. In the performance of this Agreement, the Parties may provide each other, their agents, assigns, or other sources with Confidential Information in oral or written form. The Parties will endeavor to advise the other Party when any information is given verbally that should remain confidential. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, or as required by a court of competent jurisdiction; restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement. Each Party acknowledges that compliance with this paragraph is necessary to protect the business and proprietary information of Contractor, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if DART breaches or threatens to breach this Confidential Information Section, Contractor may seek: (1) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (2) money damages, insofar as they can be determined.

14.2 PRESERVATION OF CONTRACTOR'S PROPRIETARY RIGHTS. Contractor, the third party manufacturer of any equipment, and the copyright owner of any non-Contractor software own and retain all of their respective proprietary rights, including but not limited to patents, copyrights, and intellectual property, in the equipment and software, and nothing in this Agreement is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to DART the equipment, software, or related services remain vested exclusively in Contractor, and this Agreement does not grant to DART any shared development rights of intellectual property. Except as explicitly provided in this Agreement, Contractor does not grant to DART, either directly or by implication, estoppels, or otherwise, any right, title or interest in Contractor's proprietary rights. DART will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the software, or permit or encourage any third party to do so.

Subject to a thirty (30) calendar day notice in which DART has not cured or provided an acceptable plan to cure, this license shall automatically terminate upon any breach or default by DART in the performance of this Agreement, this license or applicable provision contained in Contractor's price list, or in the event that there is filed by or against DART any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of DART's creditors. DART agrees to use the licensed software only in the quantities listed within the Deliverables List. DART agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to licensed software to notify its employees of its obligation under these terms with respect to use, reproduction, protection and security. DART acknowledges and agrees that Contractor will not be providing proprietary information, such as interface codes, source code, protocols or data formatting

details, to DART or any third party for future integration. For greater certainty, this Agreement does not authorize third-party integration with DART's proprietary system, including the use of third-party real-time interfaces to the production database, which will require further negotiation and the purchase of any associated licenses from Contractor. DART shall retain ownership of the raw data that is inputted into the Contractor's Farebox System database.

PART 15 GENERAL

- 15.1 SUBCONTRACTING.** Contractor has identified the intended subcontractor(s) by name, type and percentage of the work to be subcontracted, address, contact name and phone number on the proposal form. The Contractor is solely responsible for ensuring subcontractor(s) compliance with the required flow down terms and conditions as stated herein.
- 15.2 DISCLOSURE.** The Contractor shall not use or disclose data, designs, or information belonging to or supplied on behalf of DART, unless expressly authorized in writing by DART. Upon DART's request, such data, designs, or other information and any copies thereof shall be returned to DART. Where DART's data, designs, or other information are furnished to the Contractor's supplier to procure supplies by the Contractor for use in performing the Work, the Contractor shall insert the substance of this provision in its contract.
- 15.3 CONTRACTOR RESPONSIBILITY.** It is the intent of these specifications to provide Work of first quality, and the workmanship must be the best obtainable in the various trades. The Work that the Contractor proposes to furnish shall be industry standards in all material respects. No advantage will be taken by the Contractor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the production of the Work and not herein contained or specified shall be of the industry standard.

The Contractor will assume responsibility for all equipment used in the Deliverables List whether the same is manufactured by the Contractor or purchased readymade from a source outside the Contractor's company.

- 15.4 NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Des Moines Area Regional Transit Authority
c/o: Information Technology Manager
620 Cherry St.
Des Moines, Iowa 50309

With a required copy to:

Brick Gentry P.C.
Attn: Maggie McCann
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266

To Contractor:

Trapeze Software Group, Inc.
Attn: Heidi Wiebold
5265 Rockwell Dr NE
Cedar Rapids, IA 52402

Contractor and DART shall support electronic mail (e-mail) correspondence between project participants for routine and informal correspondence. The use of e-mail is intended to provide for timely communication and document distribution among Contractor and DART personnel, but it is not to be a substitute for formal communications and submittals required by the Agreement. Contractor and DART will jointly develop any additional procedures or restrictions pertaining to the use of e-mail after Agreement execution.

15.5 ASSIGNABILITY. The terms and provisions of the Agreement shall be binding upon DART and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of the Contractor under this Agreement may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without DART's prior written consent, which shall not be unreasonably withheld, except that Contractor may assign this Agreement without consent to any subsidiary or affiliated company or by way of merger or acquisition. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval by DART of the subcontractor.

DART may assign its rights and obligations under the Agreement to any successor to the rights and functions of DART or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent DART deems necessary or advisable under the circumstances.

15.6 COVENANT AGAINST GRATUITIES. The Contractor warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of DART with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of Contract.

15.7 REPORTS AND RECORD RETENTION

- A) Reports. The Contractor agrees to support DART in providing information required by U.S. DOT's grant management rules and any other reports the federal government may require.
- B) Record Retention. The Contractor agrees that, during the course of the project and for three (3) years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the project as the federal government may require for the project.

15.8 NOT USED.

15.9 CONTRACTOR'S LIABILITY INSURANCE. The Contractor shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any or all of which may arise out of or result from the Contractor's operations under the Contract, or from any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the limits specified below. DART shall be named as additionally insured in respect to all liability insurance policies except Worker's Compensation. All policies shall contain an endorsement that written notice shall be given to DART prior to termination,

cancellation or reduction in coverage in the policy. Certificates of such insurance shall be filed with DART prior to the start of this Agreement.

- A) Worker's compensation insurance shall be in the amount and coverage required by the State of Iowa to protect it from claims under the Worker's Compensation Act and other employee benefit acts.
- B) General comprehensive liability insurance, including bodily injury and death, and property damage insurance in the minimum amount of \$2,000,000 per occurrence.
- C) Automobile liability, including bodily injury and property damage, insurance in the minimum amount of \$1,000,000 per occurrence.
- D) Professional Liability insurance with limits for each claim of at least \$1,000,000 for the Contractor and all subcontractors performing design work.

15.10 NOT USED.

15.11 LICENSES AND PERMITS. DART agrees to secure all necessary licenses and permits. Contractor agrees to comply with all applicable Federal, State and Local Laws, as well as local ordinances, rules and/or regulations that in any manner could affect the Work.

15.12 ATTORNEY'S FEES. In the event it becomes necessary for DART to seek legal means to enforce the terms of this Agreement, the litigation fees and cost incurred by either Party shall be determined by the arbitrator.

15.13 INSTRUCTIONS BY UNAUTHORIZED THIRD PERSONS. In accordance with the Contract Changes provision of the Agreement, the DART Chief Executive Officer ("CEO") or his/her authorized representative are the only persons authorized to make changes on DART's behalf within the general scope of the Agreement.

Any instructions, written or oral, given to the Contractor by someone other than the DART CEO or his/her authorized representative, which are considered to be a change in the Agreement, will not be considered as an authorized Contract Change. Any action on the part of the Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

15.14 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor will comply with all applicable federal, state, local and DART laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of this Agreement, including, but not limited to, the laws referred to in these general provisions of this Agreement and the other Exhibits to this Agreement. If this Agreement is at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Upon request, the Contractor shall furnish to DART certificates of compliance with all such applicable laws, orders and regulations.

15.15 NOTICE OF FEDERAL REQUIREMENTS. The Contractor understands that federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date this Agreement was executed may be modified from time to time. The Contractor agrees that the changed requirements will apply to the Work as required.

15.16 INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit there from.

15.17 LOBBYING CERTIFICATION. During the term of this Agreement the Contractor agrees to comply with the applicable provisions of 31 USC section 1352, which prohibit the use of Federal funds for lobbying by any official or employee of any Federal agency, or member of employee of Congress; and requires the Contractor to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. The Contractor agrees to comply with U.S. DOT regulations, "New Restrictions On Lobbying", 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.

If applicable, the Contractor and all subcontractors in receipt of contracts exceeding \$100,000 shall submit Standard Form LLL quarterly to DART.

DART will not make any payment to the Contractor or a subcontractor which 1) does not comply with the Agreement provisions, or 2) is not in compliance with the above-cited federal requirements.

15.18 GOVERNING LAW, VENUE, AND JURISDICTION. The rights, obligations, and remedies of the Parties shall be governed by the laws of the State of Iowa. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this Agreement, then federal common law, including the law developed by federal boards of Agreement appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Polk County, Iowa.

All Work done pursuant to this Agreement will be controlled and governed by the laws of the State of Iowa, and any actions related to this invitation and resulting procurement must be filed in the City of Des Moines. The provisions of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

15.19 PROHIBITED INTEREST. No DART employee, officer, or agent, including any member of an evaluation committee for a DART project, may participate in the selection, award, or administration of a DART contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the parties set forth below has a material financial or other interest in a firm selected for award:

- A) any employee, officer, or agent of DART;
- B) any member of his/her immediate family;
- C) his/her partner; or
- D) an organization employing or about to employ any of the above.

Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as Director, officer, consultant, or employee of such an organization would be deemed a material interest.

15.20 NOT USED.

15.21 NON-EXCLUSIVE CONTRACT. Award of this Agreement shall impose no obligation on DART to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. DART specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in DART's best interest.

15.22 ADDITIONAL REQUIREMENTS. DART reserves the right to request additional goods and/or services related to this Agreement from the Contractor. When approved by DART as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary. Changes affecting the Contract Price, Performance Schedule, or Statement of Work must follow these guidelines for implementing the requested change:

- A) DART's authorized representative may, at any time, make changes within the general scope of this Agreement by;
 - 1) Providing a written, detailed request for the change
 - 2) Upon receipt of DART's requested change order, Contractor shall provide DART's authorized representative a written, detailed proposal including updated Contract Price, Performance Schedule, and Statement of Work changes for Work to be performed.
- B) If Contractor's proposal includes the cost of property made obsolete by the change, the authorized representative shall have the right to prescribe the manner of the disposition of the property at DART's expense;
- C) Failure to agree to any written order from DART's authorized representative shall be a dispute under the Disputes article of this Agreement.

15.23 SURVIVAL OF TERMS. The invalidity of any provision of these terms and conditions shall not affect the remaining provisions hereof. The following provisions shall survive the expiration of this Agreement for any reason: Part 3.5 (Contractor Software); Part 3.6 (Non-Contractor Software); if any payment obligations exist; Parts 5.1 and 5.2 (Contract Price and Invoicing and Payment); Part 9.1 (System Functionality); Part 9.4 (Equipment Warranty); Part 9.5 (Contractor Software Warranty); Part 11 (Disputes); Part 13.1 (General Indemnity by Contractor); Part 13.2 (General Indemnity by DART); Part 13.3 (Patent, Intellectual Property, and Copyright Infringement and Indemnification); Part 14 (Confidentiality and Proprietary Rights); all of the General provisions in Section 15; Part 17 (Limitation of Liability); and Part 19 (Pioneer Site Cooperation).

PART 16 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor shall comply with all local, state, and federal directives, orders and laws as applicable to this Agreement:

16.1 EQUAL EMPLOYMENT OPPORTUNITY. In implementing the project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- A) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies

that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- B) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any employment requirements FTA may issue.

16.2 TITLE VI CIVIL RIGHTS ACT OF 1964. During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contracted Parties"), agrees as follows:

- A) Compliance with Regulations: The Contracted Parties shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter, "Regulations"), which are herein incorporated by reference and made a part of this contract.
- B) Nondiscrimination: The Contracted Parties, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, creed, sex, disability, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contracted Parties shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C) Solicitations for Subcontracts: In all solicitations either by competitive solicitation or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, creed, sex, disability, age, or national origin.
- D) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by DART or the Federal Transit Administration ("FTA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contracted Party is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to DART, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E) Sanctions for Noncompliance: In the event of the Contracted Party's noncompliance with the nondiscrimination provisions of this contract, DART shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or cancellation, termination or suspension of the contract, in whole or in part;
 - 2) Incorporation of Provisions. The Contractor shall include all provisions of this clause in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as DART or FTA may direct as a means of enforcing such revisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request DART, and in addition, the United States to enter into such litigation to protect the interests of DART or the United States.

16.3 ACCESS FOR INDIVIDUALS WITH DISABILITIES. At the time of Agreement signing, Contractor agrees to comply with, and assure that any subrecipient, or third party Contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app § 1612; and the following regulations and any amendments thereto:

- A) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR, Part 37;
- B) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or benefiting from Federal Financial Assistance," 49 CFR, Part 27;
- C) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR, Part 38;
- D) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR, Part 35;
- E) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR, Part 101-19;
- G) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 CFR, Part 1630;
- H) Federal Communications Commission regulations, "Telecommunications Relay Services and Related DART Premises Equipment for the Hearing and Speech Disabled," 47 CFR, Part 64, Subpart F; and FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR, Part 609.
- I) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR, Part 609.

- 16.4 RECYCLED PRODUCTS.** To the extent applicable, the Contractor agrees to comply with U.S. Environmental Protection Agency (U.S. EPA) "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.
- 16.5 ENERGY CONSERVATION.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State of Iowa energy conservation plans issued in compliance with the Energy Policy And Conservation Act, 42 USC §§ 6321 et seq.
- 16.6 ENVIRONMENTAL PROTECTION.** The Contractor agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; Council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact And Related Procedures" at 23 CFR Part 771 and 49 CFR Part 622.
- 16.7 CLEAN AIR REQUIREMENTS.**
- A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to DART and understands and agrees that DART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - B) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 16.8 CLEAN WATER REQUIREMENTS.** The Contractor agrees to comply with all applicable Federal laws and regulations in accordance with applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. § § 1251 through 1377. Specifically:
- A) The Contractor agrees to protect underground sources of drinking water as provided by the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § §300f through 300j-6.
 - B) The Contractor agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
 - C) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 16.9 MITIGATION OF ADVERSE ENVIRONMENTAL EFFECTS.** Should the proposed Project cause adverse environmental effects, the Contractor agrees to take all reasonable steps to minimize such effects pursuant to 49 USC app. § 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 USC § 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of this Agreement by reference. As soon as the Government and the Contractor reach agreement on any mitigation measures that have been deferred, those measures will then be

incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

16.10 FALSE OR FRAUDULENT STATEMENTS AND CLAIMS. The Contractor acknowledges and agrees as follows:

- A) The Contractor recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the project. Accordingly, by signing the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make pertaining to the Agreement. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the federal government deems appropriate.
- B) The Contractor also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C. section 5307, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307 (n) (1).

16.11 DEBARMENT AND SUSPENSION. The Contractor agrees to comply with applicable U. S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of the contractor to submit the Certification Of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matter for all projects when the total aggregate value of the contract exceeds \$100,000 and to submit a Certification Of Lower Tier Participation Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions for each subcontractor which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project.

During the term of the Agreement, the Contractor agrees to immediately notify DART of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

For each invoice in which a subcontractor has an interest of twenty-five thousand dollars US (\$25,000) or more, the Contractor shall submit with each request for payment a list of the applicable subcontractors. Contractor shall submit evidence that the appropriate debarment certificate has been submitted and that said certificate remains valid.

DART will not make payment to the Contractor or a subcontractor that 1) does not comply with this contract provision, or, 2) is not in compliance with the above-cited federal requirements.

16.12 DBE PARTICIPATION, PAYMENT AND REPORTING REQUIREMENTS. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49CFR Part 26 in the award

and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements may result in the termination of this Agreement or such other remedy as DART deems appropriate.

A minimum of five (5) percent of the total Contract Price, as awarded, may be awarded to certified DBE's by the Contractor. In the event Contractor is unable to meet five (5) percent, Contractor shall provide proof of good faith effort to DART.

- A) Prompt Payment. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from DART. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of DART. This clause applies to both DBE and non-DBE subcontractors.
- B) Contractor Reporting Requirements. The Contractor agrees to count only the value of the work actually performed by the DBE firm toward its overall DBE goal. When a DBE performs as a participant in a joint venture, the Contractor agrees to count the portion of the work of the contract that the DBE performs with its own forces toward its DBE goal only if the DBE is performing a commercially useful function of the Agreement. The factors listed in 49 CFR Part 26 will be used to determine whether a DBE trucking firm is performing a commercially useful function. The Contractor understands that expenditures with DBEs for materials or supplies toward DBE goals will be counted according to the factors listed in 49 CFR Part 26. The prime contractor agrees to meet with the DART DBE Liaison Officer for the purpose of verifying contractor reporting requirements prior to the signing of a contract.
- C) Legal and Contract Remedies. The Contractor agrees to report quarterly to the DART DBE Liaison Officer on all payments made to DBE subcontractors. The prime contractor understands that failure to report quarterly to the DART DBE Liaison Officer may result in the termination of this Agreement or such other remedy as DART deems appropriate.
 - 1) The Contractor understands that DART will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT inspector General, action under suspension and debarment of Program Fraud or Civil Penalties rules) provided in 26.109. The Contractor understands that DART will consider similar action under their own legal authorities, including responsibility determinations in future contracts.

16.13 BUY AMERICA REQUIREMENTS. The Contractor agrees to comply with applicable provisions of 49 U.S.C. 5323(j) and 49 CFR, Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Contractor has submitted to DART the appropriate Buy America certification.

16.14 FLY AMERICA. In the performance of this Agreement, the Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any person

involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag carriers to the extent services by U.S.-flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. As amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers." 41 CFR §§ 301.131 through 301.143.

16.15 CARGO PREFERENCE REQUIREMENTS.

- A) In the performance of this Agreement, the Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B) In the performance of this Agreement, the Contractor agrees to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to DART (through the Contractor in the case of a subcontractor's bill-of-lading.)
- C) The Contractor agrees to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

16.16 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES (DART CONTRACTORS).

- A) DART and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to DART, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16.17 ACCESS TO RECORDS.

- A) In accordance with 49 U.S.C. Section 5325(a), the Contractor agrees to provide DART, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with reasonable access during normal business hours to all books, documents, papers and records of the Contractor which are directly pertinent to this Agreement, for the purposes of making audits, examinations, excerpts and transcriptions.
- B) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C) The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until DART, the

FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

D) The Contractor agrees to include the above clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

E) Project close out does not alter these requirements.

16.18 FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this Agreement and provided to Contractor by DART.

16.19 PRIVACY ACT. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

A) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16.20 INCORPORATION OF FTA TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. The Contractor shall not intentionally perform any act, fail to perform any act, or refuse to comply with any DART requests which would cause DART to be in violation of the FTA terms and conditions. DART will provide the Contractor notice of any changes in writing.

16.21 NOTIFICATION OF FEDERAL PARTICIPATION. In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

16.22 NOT USED.

16.23 CONTRACT WORK HOURS AND SAFETY STANDARDS. Pursuant to regulations set forth in 29 CFR, Part 5, the Contractor agrees to comply with applicable labor and safety provisions for non-construction contracts. Requirements for compliance are as follows.

A) Overtime Requirements. No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

- B) Violation; Liability For Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Subparagraph (b)(1), 29 CFR, Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a Territory, to such District or such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each employed in violation of the clause set forth in Subparagraph (b)(1) of 29 CFR, Section 5.5, in the sum of \$10 for each calendar day in which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b)(1) of 29 CFR, Section 5.5.
- C) Withholding For Unpaid Wages And Liquidated Damages. FTA or DART shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b)(2) of 29 CFR, Section 5.5.
- D) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Subparagraph (A) through (D) of this provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Subparagraphs (A) through (D) of this paragraph.
- E) Record Keeping Requirements. The requirements clauses contained in 29 CFR, Section 5.5 (b) or paragraphs (A) through (D), are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

16.24 PREVENTION OF SUBSTANCE ABUSE BY SAFETY SENSITIVE EMPLOYEES.

- A) Drug Abuse. To the extent that the Contractor, any subcontractor at any tier, or their employees, perform a safety sensitive function under the project, the Contractor agrees to comply with, and will flow down the compliance of each affected subcontractor at any tier, and their employees with U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29, Subpart F, as modified by 41 U.S.C. subsection 712 et seq.
- B) Alcohol Abuse. To the extent that the Contractor, any subcontractor at any tier, or their employees, perform a safety sensitive function under the project, the Contractor agrees to comply with, and will flow down the compliance of each affected subcontractor at any tier, and their employees with FTA

regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

16.25 INTELLIGENT TRANSPORTATION SYSTEM (ITS). Intelligent Transportation System (ITS) property and service project, Contractor must comply with the National ITS Architecture and Standards to the extent required by Section 5307 of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Contractor shall seek DART's clarification that the products and services contained within this Agreement conform to the Regional and Statewide ITS architecture.

Part 17 LIMITATION OF LIABILITY

- A) Contractor and DART do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to DART for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.
- B) Contractor does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. Contractor shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to DART's connection to or use of the internet.
- C) Contractor will not be liable to DART or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:
 - 1) DART's use of map or geographical data, owned by DART or any third party, in conjunction with the Farebox System or otherwise; or
 - 2) DART's use of the Farebox System insofar as the Farebox System may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.
- D) Subject to F), Contractor's liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the Farebox System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited to license fees paid for the product that is the subject of the dispute, or, in the case of services, limited to the total amount of services that is the subject of the dispute, or, in the event of maintenance disputes, limited to the annual maintenance fees paid to Contractor for the year in which the dispute arises. In no event shall Contractor be liable for greater than the Contract Price, excluding any warranty and maintenance price, prior to acceptance of the Farebox System, and no more than Five Hundred Thousand US Dollars (\$500,000.00) subsequent to acceptance of the Farebox System.
- E) Except to the extent such losses or damages are caused by, arise out of, or result from Contractor's negligence, Contractor will not be liable to DART or any third party for losses or damages suffered by DART or any third party which fall within the following categories:
 - 1) incidental or consequential damages, whether foreseeable or not;
 - 2) special damages even if Contractor was aware of circumstances in which special damages could arise;
 - 3) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

F) Paragraphs (D) and (E) do not apply to claims arising out of death or personal injury caused by either party's negligence or fraudulent misrepresentation.

Part 18 SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, void, or unenforceable, in any respect by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and will not be affected as long as the Parties' basic intent under this Agreement can be achieved.

Part 19 NOT USED.

Part 20 SOURCE CODE

Contractor's source code for the software shall be placed in an existing escrow account (an "Escrow Account" pursuant to the terms of the agreement") by and between Constellation Software, Inc., an Ontario corporation, as licensor ("Constellation"), and Iron Mountain Intellectual Property Management, Inc., as escrow agent ("Escrow Agent"), a copy of which is attached hereto as Exhibit 7. The Parties agree and acknowledge that Constellation is Contractor's parent company. Contractor's source code for the software contained in this Agreement shall be added to the existing Escrow Account, pursuant to the terms hereof. Furthermore, upon completion of the SAT, Contractor shall deposit all proprietary software into the Escrow Account, for the benefit of Contractor and DART. All deployed electronic versions of the software, including instructions to compile, build, and configure the software, shall be placed into the Escrow Account. Contractor will continue to deposit updates of subsequent software releases for a period of years equal to the date of expiration of the final Maintenance Period that has been exercised by DART, for which maintenance fees have been paid in full by DART after completion of the SAT. Notwithstanding anything contained in this provision, commercially available (off-the-shelf) software shall not be required to be placed in this Escrow Account.

Any source code or other information or data received by DART from the third party escrow holder and deposited pursuant to this Agreement, shall be kept confidential by DART pursuant to Article 14.1, Confidential Information.

IN WITNESS WHEREOF, the parties hereto have been duly authorized to set their hands as of the date first above written.

Contractor:

Trapeze Software Group, Inc.
5265 Rockwell Drive NE
Cedar Rapids, IA 52402

Name:
Title:

DART:

Des Moines Area Regional Transit Authority
1100 Dart Way
Des Moines, IA 50309

Name: Elizabeth Pressuti
Title: Chief Executive Officer

Exhibit 1

Statement of Work

Follows this page

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Exhibit 2
Price Sheet

Follows this page

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Exhibit 3

Payment Milestones

Milestone Number	Description	Milestone Billing Dollars	Milestone Billing Percent
1.0	NTP - Software Delivery and Acceptance by DART		5.00%
2.0	PDR Approval and Acceptance by DART		8.00%
3.0	FDR Approval and Acceptance by DART		20.00%
4.0	FAT Completed and Accepted by DART		12.50%
5.0	Mini Fleet Test Completed and Accepted by DART		12.50%
6.0	50% of Vehicles Installed and Accepted by DART		12.00%
7.0	VATP Acceptance by DART		15.00%
8.0	System Acceptance Test Complete and Accepted by DART		10.00%
9.0	Retainage		5.00%
	Total		100.0%

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Exhibit 4
Performance Schedule

Follows this page

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Exhibit 5
Deliverables List

Hardware

Base

Item	Description	Quantity	Covered Under Maintenance
1	EZFarebox (includes EZFarebox, Driver Display, Mounting Equipment)	150	Yes
2	EZFarebox Magnetic Reader and Cable	150	Yes
3	EZFarebox Accessories Kit	150	Yes
4	EZFarebox Test Bench	1	Yes
5	EZVault	1	Yes
6	EZCST SC Reader	2	Yes
7	EZCST Station Printer	2	Yes

Spares

Item	Description	Quantity	Covered Under Maintenance
1	EZFarebox (includes EZFarebox, Driver Display, Mounting Equipment)	16	Yes
2	EZFarebox Magnetic Reader and Cable	16	Yes
3	Bill Validator	15	Yes
4	Bill Transport	15	Yes
5	EBox	15	Yes
6	Passenger Display Unit	15	Yes
7	Coin Validator	15	Yes
8	Smart Card Reader (FEIG)	15	Yes
9	Printer (Axhiom)	15	Yes
10	2D Barcode Reader	15	Yes
11	Cashbox Key Assembly	15	Yes
12	Timer Assembly	15	Yes
13	Magnetic Card Reader	15	Yes
14	EZCST Station Printer	15	Yes

Software

Trapeze Software

Item	Description	Quantity	License Date	Covered Under Maintenance
1	EZFarebox Software License (EZDrive & EZCom Client)	150	Upon contract execution	Yes
2	Test Bench License	1	Upon contract execution	Yes

3	EZCom Software License	1	Upon contract execution	Yes
4	EZAdmin Software License	1	Upon contract execution	Yes
5	EZCST Software Licenses	2	Upon contract execution	Yes
6	EZVault Software License (Fixed)	1	Upon contract execution	Yes

3rd Party Software

Item	Description	Quantity	License Date	Covered Under Maintenance
1	ByteMark Interface Software License	1	Upon contract execution	Yes

Licenses provided for:

- 150 EZFarebox fareboxes and required hardware
- 1 EZFarebox Test Bench
- 1 EZFarebox Vault
- 1 EZCom
- 1 EZAdmin
- 2 EZCST **Exhibit 6**

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Hardware and Software Maintenance Services

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Exhibit 7
Escrow Agreement

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Exhibit 8
Contractor's Best and Final Offer ("BAFO") dated May 26, 2017

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Exhibit 9
Contractor's Proposal dated April 12, 2017

Follows this page

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Exhibit 10
DART's Request for Proposal ("RFP") dated March 3, 2017

Follows this page

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Exhibit 11
Return Materials Authorization (“RMA”) Process

Follows this Page

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ACTION ITEM



9C: FY 2018 Des Moines Public Schools Contract

Action: Approve a one-year agreement with the Des Moines Public Schools for a Contract Value of \$755,094 for the 2017-2018 School Year.

Staff Resource: *Tim Sanderson, Chief Operating Officer*

Background:

- DART has been providing Des Moines Public School middle and high school students transportation to and from school since 1993.
- Over 2,500 student trips per day are provided on DART's regular fixed route services as well as additional trippers that include slight variations off a DART route.
- As part of the contract, DART provides unlimited ridership privileges to eligible students every day of the week throughout the entire year including all break periods (Christmas Break, Spring Break, and Summer Break).
- Unlimited ridership privileges for eligible summer-school students.
- Unlimited free access to all DART transit services for any of the approximately 5,000 Des Moines Public School District employees.
- DMPS compensates DART for the true cost of DART services, not an estimated amount based on student passes issued. The district's payment will be guaranteed and received in 10 equal monthly payments during the school year.
- The DART Commission approved a new 5-year contract with Des Moines Public Schools in May 2012 which expires June 2017.

Costs:

- DMPS will pay DART an amount not to exceed \$755,094 for 2017-2018 school year subject to the addition or deletion of any existing routes, school days, or major cost escalation.

Recommendation:

- Approve a one-year agreement with the Des Moines Public Schools for a Contract Value of \$755,094 for the 2017-2018 School Year.



ACTION ITEM



9D:	B-Cycle Station Purchase Agreement
Action:	Approve a Contract with B-Cycle, LLC. for the purchase of up to nine (9) B-Cycle Bike Share Stations for the amount Not to Exceed \$268,750.

Staff Resource: *Mike Tiedens, Procurement Manager*

Background:

- DART recently received a Transportation Alternatives Program (TAP) Grant from the MPO for the purchase and installation of up to nine (9) B-Cycle bike share stations.
- At the April 2017 DART Commission meeting, Amanda Wanke presented DART's preliminary plan for the bike share station locations.
- This contract will be for the purchase and installation of the stations.
- Upon approval of the contract, DART will execute a Memorandum of Understanding (MOU) with the Des Moines Bicycle Collective to maintain and manage the B-Cycle Program. The MOU will be similar to one DART has in place with the Bicycle Collective for the B-Cycle station at DART Central Station.

Procurement:

- The purchase for the bike share stations will be through a sole source contract award with B-Cycle, LLC.
 - Under DART's Procurement Policy and FTA Guidelines, DART has the authority to award a contract via Sole Source if proper justification exists. DART's reasoning for the Sole Source contracts are as follows:
 - Substantial Duplication of Costs – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
 - Patenting – B-Cycle holds the patent on the existing bicycle share system that is currently installed in the Greater Des Moines Area. New bike share stations would have to be purchased from B-Cycle to maintain compatibility with the existing system.
- DART has conducted a background check and determined that B-Cycle is a responsible contractor.

Pricing:

- B-Cycle Bike Share Station Cost (Quantity of 8) = \$202,152
- Shipping and Installation Cost = \$43,037
- Total Cost = \$245,189



ACTION ITEM

9D: B-Cycle Station Purchase Agreement

Installation:

- At locations where a shelter is part of the project, DART's Bus Shelter Installation Contractor will install the pad and the station installation will be provided by B-Cycle.
- At locations where the bike share station is stand-alone, installation will be provided by B-Cycle.

Funding:

- Funding is from the Transportation Alternatives Program (TAP) Grant. The Des Moines Bicycle Collective will provide the local match.

Recommendation:

- The approval of a Contract with B-Cycle, LLC. for the purchase of up to nine (9) B-Cycle Bike Share Stations for the amount Not to Exceed \$268,750.



ACTION ITEM



9E: Records Management Policy and Program

Action: Approve the Des Moines Area Regional Transit Authority Records Management Policy and Program

Staff Resource: Dan Clark, Contract Administrator

Background:

- DART is performing a records management project to provide for the efficient, economical, and effective control of the creation, storage, retrieval, organization, maintenance, retention, and final disposition of all DART records through a comprehensive system of integrated procedures for the management of public records.
- A presentation was made to the DART Commission in May on the proposed DART Records Management Policy and Program.
- The Records Management Policy:
 - Establishes the Records Management Program.
 - Establishes ownership of records which are created by DART or are received by us.
 - Identifies DART's authorized recordkeeping systems
 - Establishes the various responsibilities of individuals within DART.
 - Defines the information which is required to be on the Record Retention Schedule.
 - Outlines the duties and responsibilities for document storage.
 - Provides guidance on the security of DART records.
- Our Records Management Program is the process we will use in order to achieve adequate and proper documentation of DART activities and provide effective and economical management of DART Records.
- The Records Management Program:
 - Establishes a Records Management Committee.
 - Requires the appointment of a Records Officer.
 - Requires an inventory of all records and identification of a custodian for each record.
 - Establishes and maintains the Records Retention Schedule.
 - Ensure disposition of records at appropriate time.
- A copy of the proposed DART Records Management Policy and Program is attached.
- Upon approval by the DART Commission, we will take the next steps in order to fully implement the DART Records Management Policy and Program:
 - Complete an inventory of all DART records
 - Prepare and bring a Records Retention Schedule to the Records Management Committee for their consideration and action.
 - Continue the uploading of records into the Electronic Records Management System.
 - Provide training on the Records Management Policy and Program to DART staff.

Recommendation:

- The approval of the DART Records Management Policy and Program.



Records Management Policy DRAFT



Scope:	All Employees
Responsible Department:	All Departments
Effective Date:	TBD
Approved By:	DART Board of Commissioners

Policy

1. PURPOSE:

The purpose of this policy is to provide for efficient, economical and effective controls over the creation, storage, retrieval, organization, maintenance, retention and final disposition of all DART records through a comprehensive system of integrated procedures for the management of public records.

Except where specifically noted, this policy does not cover public access to records pursuant to Iowa Code Chapter 22, Examination of Public Records. IN THE EVENT OF SPECIFIC QUESTIONS REGARDING IOWA CODE CHAPTER 22, EXAMINATION OF PUBLIC RECORDS, PLEASE CONTACT THE RECORDS OFFICER AND GENERAL COUNSEL.

2. DEFINITIONS:

- a. **"Confidential"** shall mean a record or information contained in a record that is not available as a matter of right for examination and copying by members of the public under applicable provisions of law and includes a record or information contained in a record that DART is prohibited by law from making available for examination by members of the public, and records or information contained in records that are specified as confidential by Iowa Code section 22.7, or another provision of law, but that may be disclosed upon order of the court, the custodian of the record, or by another person duly authorized to release the record. Mere inclusion in a record of information declared confidential by an applicable provision of law does not necessarily make that entire record a confidential record.
- b. **"Custodian"** shall mean the person who is responsible for a particular record, even though such person may not have physical custody of the record. The term includes the custodian's superiors and the custodian's designees. Note that all documents classified as records belong to a record series, and all record series have a custodian.
- c. **"DART"** shall mean Des Moines Regional Transit Authority.
- d. **"Department"** shall mean the DART Commission and each of the departments within DART, in any DART office, wherever located, including but not limited to the following: Office of the Chief Executive Officer, Human Resources, Finance, Purchasing, Information Technology, Fixed Route, Maintenance, Paratransit, Safety and Training, Marketing, Customer Service, Rideshare and Planning. The term shall also include any other departments within DART that shall be created from time to time.
- e. **"Department Head"** shall mean a person who heads a department within DART.

- f. **“Electronic Records Management System” or (“ERMS”)** shall mean a document and records management system administered by DART, in which (i) documents are stored in a certain database in a digital (i.e., electronic) format, (ii) users are allowed to add documents to and retrieve (i.e., view, copy and print) existing documents from such database and (iii) DART is allowed to preserve the integrity of the original documents.
- g. **“Health Insurance Portability and Accountability Act” or (“HIPAA”)** shall mean Protected Health Information (“PHI”) governed by the Privacy Rule effective April 14, 2003. PHI is information individual identifiable information which identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify an individual, and that information relates to the past, present, or future physical or mental health or condition of any individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care for an individual.

This definition is intended, from an operational standpoint, to identify in a general manner records containing Personal Health Information that may require different or more secure retention and disposal methods. Specific methods of retention and disposal will depend upon the nature of the record, the nature of the information contained in the record, and in some instances applicable or controlling rules, regulations or statutes. When attempting to determine the proper method for retention and disposal of a record containing Personal Health Information, the custodian should consult not only this policy but the Records Officer and General Counsel as necessary.

- h. **“Open Record”** shall mean a record other than a confidential record.
- i. **“Payment Card Information” or (“PCI”)** shall be cardholder data that is stored, processed, and/or transmitted by DART. Card holder data must be secured with PCI Data Security Standards (“PCI-DSS”) as promulgated by the PCI Security Standards Council. Cardholder data include Primary Account Number; card expiration date; card security code; chip data for a Europay, MasterCard and Visa (“EMV”) credit card; Personal Identification Number (or “PIN”), and data stored on the magnetic stripe.

This definition is intended, from an operational standpoint, to identify in a general manner records containing personal information that may require different or more secure retention and disposal methods. Specific methods of retention and disposal will depend upon the nature of the record, the nature of the information contained in the record, and in some instances applicable or controlling rules, regulations or statutes. When attempting to determine the proper method for retention and disposal of a record containing personally identifiable information, the custodian should consult not only this policy but the Records Officer and General Counsel as necessary.

- j. **“Permanent Record”** shall mean a record that is required by law or by the Record Retention Schedule to be retained, indexed and stored by DART for so long as DART shall exist.
- k. **“Personally identifiable information”** shall mean information about an individual in a record that identifies the individual and is retrievable by a unique personal identifier associated with the individual. Examples of such information, when in a record with a person's name or where the identity of the person can easily be determined, include, but are not limited to, social security numbers, driver's license numbers, bank account numbers, credit card numbers and tax information. Statutes dealing with specific types of records may specify

what information in the records is personally identifiable.

This definition is intended, from an operational standpoint, to identify in a general manner records containing personal information that may require different or more secure retention and disposal methods. Specific methods of retention and disposal will depend upon the nature of the record, the nature of the information contained in the record, and in some instances applicable or controlling rules, regulations or statutes. When attempting to determine the proper method for retention and disposal of a record containing personally identifiable information, the custodian should consult not only this policy but the Records Officer and General Counsel as necessary.

- l. **“Record”** shall mean a document, book, paper, electronic record, photograph, sound recording, or other material, regardless of physical form or characteristics, made, produced, executed, sent or received by or under the authority of or coming into the custody, control, or possession of, any DART employee, agent, or representative in the course of their duties for DART. A record may serve as evidence of DART's organization, functions, policies, decisions, procedures, operations, transactions or other activities. Note that whether or not information is a record is not dependent upon its physical form (i.e., paper, electronic, film, etc.) or the manner in which it is stored (i.e., physical file, ERMS, computer, etc.).
- m. **“Records Officer”** shall mean the individual who (i) possesses a broad understanding of programs and records of DART and (ii) coordinates the Records Management Program. The term includes the Records Officer's superiors and designees.
- n. **“Records Management Program”** shall have the meaning ascribed in Section 4(a)(i) of this policy.
- o. **“Record Retention Schedule”** shall mean that certain record retention schedule attached hereto as Exhibit A. The Record Retention Schedule is based upon (i) that certain Record Retention Manual for Iowa Cities produced by the Iowa League of Cities, State Historical Society of Iowa's State Archives and Records Bureau, and Iowa Municipal Finance Officers and Association, as it may be amended from time to time and (ii) record retention requirements from applicable state and federal law.
- p. **“Record Series”** shall mean a group of related records having the same custodian and the same length of retention, and normally used or filed as a unit because they relate to the same subject or function, result from the same activity, or have some other relationship arising out of their creation, receipt or use.
- q. **“Retention Period”** shall mean the minimum time that must pass after the creation, recording or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.
- r. **“Vital Records”** shall mean those records that are essential to the operations of DART or that preserve the rights of DART, its employees or the general public and constitute those records that are needed in order to reestablish the business of DART after a disaster.

3. PURPOSE:

The purpose of this policy is to provide for efficient, economical and effective controls over the creation, storage, retrieval, organization, maintenance, retention and final disposition of all DART

records through a comprehensive system of integrated procedures for the management of public records.

4. GENERAL POLICY:

a. Records Management Program.

- I. **Generally.** It is the policy of DART to establish and maintain a systematic records management program for the creation, storage, retrieval, organization, maintenance, retention and final disposition of DART records in order to achieve adequate and proper documentation of its activities and effective and economical management of DART records (the "**Records Management Program**").
- II. **Record Retention Schedule.** As a part of the Records Management Program, DART has adopted the Record Retention Schedule attached hereto as Exhibit A, which Exhibit will be routinely and regularly updated to monitor the progress of the Record Management Program.

b. Applicability.

- I. **Records.** Each document, book, paper, electronic record, photograph, sound recording, or other material, regardless of physical form or characteristics, made, produced, executed, sent or received by or under the authority of or coming into the custody, control, or possession of, any DART employee, agent, or representative in the course of their duties for DART, is a record of DART and is to be created, maintained, and disposed of in accordance with this policy.
- II. **Location.** This policy applies to records that are located (1) on DART's premises, including all DART departments and offices, wherever located, (2) in computer systems administered by DART and (3) at DART's external service providers, if any.

c. Coordinator/Point of Contact. The Records Officer shall coordinate the Records Management Program, as more specifically set forth in Section 7(b) below, and shall be the principal point of contact for DART for questions regarding this policy and the Records Management Program.

d. Requirements of DART Departments. Each DART department shall create and maintain records containing adequate and proper documentation of each department's functions, policies, decisions, procedures, operations and transactions in order to (i) protect the legal and financial rights of the state and of persons directly affected by DART's activities, (ii) ensure continuity and consistency in administration, (iii) assist DART officials and their successors in making informed decisions, (iv) ensure compliance with federal and state laws and (v) provide the information required by Iowa law and others overseeing DART's activities.

5. RECORDS GENERALLY:

a. Ownership of Records. All records made or received by or under the authority of or coming into the custody, control, or possession of any DART employee, agent or representative in the course of their public duties are the property of DART and shall not be mutilated, destroyed, transferred, removed, or otherwise damaged or disposed of except as

provided by this policy and in accordance with the Record Retention Schedule.

- I. **Termination of Employment.** All DART records in the possession of an employee must be immediately turned over to the employee's supervisor when the employee terminates employment with DART.
 - II. **No Commingling of Personal Materials.** Employees shall not commingle their personal materials with DART records and, if so commingled, employees cannot be assured that their personal materials will remain private in the event DART records are needed for litigation, investigation or other business reasons.
 - III. **External Service Provider.** DART does not relinquish ownership of records that may physically reside with an external service provider.
- b. **Authority for Disposal of Records.** Records may be deleted, destroyed or otherwise disposed of only as authorized in the Record Retention Schedule, as more specifically set forth in Section 8 below. If a record is not covered in the Record Retention Schedule, there shall be no authority to dispose of the record.
- c. **Record Retention Schedule Mandatory; Exceptions.**
- I. **Generally.** Obsolete records consume expensive office space and computer storage capacity, and they hinder efficient access to and retrieval of current records. Therefore, the record retention schedules set out in the Record Retention Schedule are mandatory, and records shall be disposed of when their retention periods, as established in the Record Retention Schedule, have expired.
 - II. **Exceptions. Exceptions to this general rule include the following:**
 - (1) No record shall be disposed of if the record pertains to any pending litigation, public records request, audit, investigation, or claim, as more specifically set forth in Section 11 below.
 - (2) A record may be retained beyond its scheduled retention if there is a pending request to revise the Record Retention Schedule to lengthen the retention period, in accordance with Section 8 below.
 - (3) The custodian may request an archival review of records eligible for disposal. The records in question shall be retained until the review is complete, and shall then be transferred to the Records Officer or disposed of, as determined in the review. An "archival review" assesses the records for their *archival* value—i.e., records that warrant permanent preservation. See Section 9(a)(iv) for a discussion of archival value. Archival reviews of DART records shall be performed by the Records Officer.
- d. **Duplicate Copies of Records.** Duplicate copies of records acquired or held by individuals other than the custodian are not records for the purposes of this policy and have no retention requirements *if* the duplicates are used for convenience or reference. A duplicate copy of a record should be destroyed as soon as its business use is fulfilled, but shall not, under any circumstances, be retained for longer than the retention period specified in the Record Retention Schedule for the record.

6. RECORDKEEPING SYSTEMS:

- a. **Generally.** DART records must be stored in an approved recordkeeping system. A "recordkeeping system" is a well-organized filing system that (i) provides for the grouping of related records into classifications according to content; (ii) permits easy and timely retrieval of both individual records and groups of related records; (iii) retains records in a usable format for the entire retention period; (iv) is accessible by individuals who have a business need for the information; (v) protects records from alteration and unauthorized deletion and destruction and (vi) facilitates purging of records when their retention requirements are met.
- b. **Approved Recordkeeping Systems.**
 - I. **iERMS.** ERMS is a recordkeeping system. Documents stored in ERMS shall be indexed for retrieval, searchable and retrievable in a usable format.
 - II. **Physical Files.** Storing records in physical files is a recordkeeping system. Documents stored in physical files shall be indexed for retrieval, searchable, retrievable in a usable format, and tagged with a disposal date.
- c. **Unapproved Recordkeeping Systems.**
 - I. **Backup Tapes.** Backup systems are not designed for records retention and are not recordkeeping systems. Backup tapes are maintained and exist for the mass recovery of critical data in the event of a natural or man-made disaster. Backup tapes will be maintained in accordance with the business rules established by Information Technology and shall not extend the lifecycle of records beyond the retention set in the Record Retention Schedule.
 - II. **Local Hard Drives and Network Drives.** Local hard drives and network drives shall not be considered recordkeeping systems unless specifically authorized by the Records Officer. Network drives and shared network resources shall be used only for non-record material or duplicate copies of records.
 - III. **E-mail and Vault.** Neither e-mail mailboxes nor the e-mail vault are recordkeeping systems.
- d. **Use of Portable Devices.** Records created on portable devices such as laptops, floppy disks, CDs, DVDs, portable external hard drives, USB devices (also known as memory sticks, jump drives or thumb drives), PDAs, BlackBerry and iPhone devices, audio recorders, etc., shall be transferred from the portable device to a recordkeeping system (e.g., ERMS) for retention and removed from the portable device in a timely fashion. Once the records have been successfully transferred, the copy on the portable device shall be deleted. This action ensures the official record is complete and minimizes risk to DART. Portable devices shall contain only non-record material or duplicate copies of records.
- e. **Electronic records.** Records in electronic form (e.g., e-mail) shall be stored in a recordkeeping system in accordance with the Record Retention Schedule.

7. RESPONSIBILITIES:

a. Records Management Committee.

- I. **Generally.** A Records Management Committee shall be appointed by the Chief Executive Officer. The Records Management Committee, at a minimum, shall be comprised of the following: (1) the Records Officer, (2) the Information Technology Manager, (3) the Chief Engagement and Communications Officer, (4) the Chief Financial Officer, (5) the Chief Human Resources Officer, (6) General Counsel, (7) the Chief Operating Officer and (. The Chief Executive Officer may designate other members from time to time to assist the Records Management Committee.
- II. **Responsibilities.** The Records Management Committee shall:
 - (1) Review and approve record retention schedules for new record series and substantive changes to retention periods for existing record series.
 - (2) Review and approve any designations of confidentiality for a record series.
 - (3) Review the performance of the Records Management Program on a regular basis and propose changes and improvements (if necessary).
 - (4) Report annually to the Chief Executive Officer on implementation of the Records Management Program in each DART department and office.

b. Records Officer.

- I. **Generally.** As stated in Section 1(m), the "Records Officer" shall be an individual who (i) possesses a broad understanding of programs and records of DART and (ii) coordinates the Records Management Program. The term includes the Records Officer's superiors and designees.
- II. **Responsibilities.** The Records Officer shall:
 - (1) Generally.
 - (a) Develop and implement records management procedures to implement the Records Management Program and this policy.
 - (b) Provide resource materials, training and technical assistance to DART departments and offices on the Records Management Program.
 - (c) Instruct custodians of the Records Management Program and their duties in the Record Management Program.
 - (d) When authorized by the custodian, grant access to records in accordance with Iowa Code Chapter 22, Examination of Public Records.
 - (e) Plan, formulate and prescribe record disposition policies, systems, standards and procedures.
 - (f) Ensure that the maintenance, preservation, microfilming, destruction or other

disposition of records is completed.

- (g) Report annually to the Chief Executive Officer on implementation of the Records Management Program in each DART department and office.

(2) Record Retention Schedule.

- (a) Maintain and disseminate the Record Retention Schedule and update the Record Retention Schedule (or cause to have updated by General Counsel) on an on-going basis as revisions are approved by the Records Management Committee.
- (b) Review (or cause to have reviewed by General Counsel) retention schedules in the Record Retention Schedule on a biennial basis to ensure that the legal research is still current and to ensure that new record series are adequately addressed.
- (c) Conduct periodic records management reviews to ensure compliance with this policy and the Record Retention Schedule.

(3) ERMS.

- (a) Maintain the ERMS system and its programs.
- (b) Manage, in coordination with Department Heads, user permissions for access to the ERMS database.
- (c) Provide resource materials, training and technical assistance to DART departments and offices on the use of ERMS.
- (d) Instruct custodians of their duties with ERMS.

(4) Permanent Records and Vital Records.

- (a) Ensure that programs and procedures are in place to back up all records that are identified as permanent records and vital records so that such records are adequately preserved.
- (b) Identify permanent records and vital records and establish a disaster plan to ensure maximum availability of the records in order to reestablish operations quickly and with minimum disruption and expense.

c. Custodians.

- I. **Generally.** As stated in Section 1(b), a “custodian” is the person who is responsible for a particular record, even though such person may not have physical custody of the record. The term includes the custodian’s superiors and the custodian’s designees.
- II. **Responsibilities.** Each custodian shall:
 - (1) Grant or deny access to records in accordance with Iowa Code Chapter 22, Examination of Public Records.

- (2) Ensure that the Record Retention Schedule accurately reflects all records for which the custodian is responsible, and submit requests to update the Record Retention Schedule (e.g., add a new record series, modify an existing record series or delete an obsolete records series) in accordance with the procedures in Section 8(c).
 - (3) Make and maintain records containing adequate and proper documentation of DART's activities.
 - (4) Retain records in accordance with the retention schedules specified in the Record Retention Schedule.
 - (5) Adequately protect and house records that are assigned to the custodian for retention, as specified in the Record Retention Schedule.
 - (6) Identify, protect and house permanent records and vital records that are assigned to the custodian so that such records are adequately retained and preserved.
 - (7) Dispose of records within the custodian's physical custody that have completed the retention requirements, as specified in the Record Retention Schedule.
 - (8) Retain those records which, because of pending litigation, public records requests, audit, investigation or claim, need to be preserved until the matter is concluded.
- III. **Delegation permitted.** Execution of the above-referenced responsibilities may be delegated.
- d. **Departments and Department Heads.**
- I. **Generally.** As stated in Section 1(d), a "Department" includes each of the departments within DART, in any DART office, wherever located, including but not limited to the following: the DART Commission, Office of the Chief Executive Officer, Human Resources, Finance, Purchasing, Information Technology, Fixed Route, Maintenance, Paratransit, Safety and Training, Marketing, Customer Service, Rideshare and Planning. The term shall also include any other departments that shall be created from time to time by DART. As stated in Section 1(e), a "Department Head" is a person who heads a department.
 - II. **Responsibilities.** Each Department Head shall:
 - (1) Ensure that his or her Department makes and maintains records containing adequate and proper documentation of the department's activities.
 - (2) Ensure that his or her Department retains records in accordance with the retention schedules specified in the Record Retention Schedule.
 - (3) Ensure that his or her Department adequately protects and houses records that are assigned to them for retention (i.e., within their physical custody), as specified in the Record Retention Schedule.

- (4) Ensure that his or her Department disposes of records within its physical custody that have completed the retention requirements, as specified in the Record Retention Schedule.
 - (5) Ensure that his or her Department retains those records which, because of pending litigation, public records requests, audit, investigation or claim, need to be preserved until the matter is concluded.
- e. **Employees.** Every DART employee, agent or representative who creates, sends, receives or maintains records shall manage those records in accordance with this policy and the Record Retention Schedule.

8. RECORD RETENTION SCHEDULE:

- a. **Purpose of Record Retention Schedule.** The purpose of the Record Retention Schedule is to establish retention schedules for **all** DART records, consistent with the objectives of the Iowa Code.
- b. **Contents of Record Retention Schedule.** The Record Retention Schedule contains the following information: (i) record series name; (ii) record title; (iii) retention period; and (iv) reason for retention/disposition.
- c. **Updating the Record Retention Schedule.** Every record series must have an approved record series description in place before records in the series can be deleted, destroyed or otherwise disposed of. In addition, Iowa Code section 22.11 provides that a public body shall not use any personally identifiable information unless it is in a record system that is adequately described. It is therefore important for custodians to (i) ensure that the Record Retention Schedule accurately reflects the records under their control and (ii) submit requests to the Records Management Committee to update the Record Retention Schedule (i.e., add a new record series, modify an existing record series or delete an obsolete record series) when necessary. The process to add a record series description for a new record series or to modify a record series description for an existing record series is as follows:
 - I. To add a new record series or modify an existing record series, the requester (i.e., the custodian or the custodian's designee) must submit a written request to the Records Officer. An e-mail request is acceptable.
 - II. Upon receipt of the request, the Records Officer:
 - (1) Shall review the request and use the guidelines in Section 9 to assess the retention period requested (if applicable to the request).
 - (2) If necessary, shall return the request to the requester if the request is incomplete, along with an explanation of what information is needed.
 - (3) May, in consultation with the requester, edit the record series description for clarity and accuracy.
 - (4) Shall, for a new record series or a substantive change to the retention period for an existing record series, develop a recommendation regarding the requested

new or modified retention period and submit the recommendation to the Records Management Committee.

- (5) Shall, if the request designates any records or information in the series as confidential, submit a description of the confidential information to the Records Management Committee.
 - (6) Shall, if submission to the Records Management Committee is not necessary and the information needed for the record series description is otherwise complete, approve the request.
- III. The Records Management Committee's approval and approval from General Counsel are required: (1) to establish retention periods for new record series, (2) to make substantive changes to retention periods for existing record series and (3) for any designations of confidentiality. Approval from the Chief Finance Officer is also required if the retention deals with financial records. The Chief Financial Officer and General Counsel are both represented on the Record Management Committee, so their approvals can be obtained at the Record Management Committee meetings.
- IV. After the Records Management Committee has reviewed and acted upon the request (when applicable), the Records Officer shall:
- (1) Return the request to the requester with an explanation if the committee does not approve a requested retention period or designation of confidentiality or requires more information.
 - (2) Obtain the required General Counsel or Chief Financial Officer approval separately in the event the required approval was not obtained at a meeting of the Records Management Committee.
 - (3) Update the Record Retention Schedule with the requested changes if the Records Management Committee (including General Counsel and the Chief Financial Officer, as applicable) approves the retention period or designation of confidentiality and the information needed for the record series description is otherwise complete.
- d. **Deleting a Record Series.** To delete a record series, the requester (i.e., the custodian or the custodian's designee) shall submit a written request to Records Officer. E-mail is acceptable. The request must include justification for deleting the record series (e.g., new records for the record series in question are no longer created and existing records have reached their scheduled retention).

9. RECORD RETENTION SCHEDULE:

- a. **Determining Retention Periods.** Retention periods shall be established by determining the administrative, legal, fiscal and archival values of the records in the series.
 - I. ***Administrative Value.*** The *administrative value* relates to how long DART needs to retain a record to carry out its functions or to conduct day-to-day operations. In most cases, the primary administrative value of records will be exhausted when the transactions to which they relate are complete. Administrative value must reflect not only the needs of the office of the custodian of the record, but the needs of other departments and

offices that use the record.

II. **Legal Value.** The *legal value* of records can take two forms:

- (1) Some records have intrinsic legal value because they contain evidence of legally enforceable rights or obligations, both those of DART and those directly affected by DART's activities. Examples are signed contracts and deeds to real estate.
- (2) The legal value of a record can also be determined by federal and state statutes and regulations that require certain retention periods.

III. **Fiscal Value.** Records with *fiscal value* document DART's financial transactions and obligations. Retention periods for records with fiscal value are most often determined by audit requirements.

IV. **Archival Value.** Records with *archival value* no longer have administrative, legal or fiscal value but have historic significance to the mission and services of DART and warrant permanent preservation because of their long-term value to scholars, researchers or historians.

b. **Calculating Retention Periods from Retention Triggers.**

- I. "Retention trigger" is an event that is used in the calculation of the retention period, such as a project completion date or the expiration of an insurance policy. Typically, retention periods are based on the retention trigger plus a defined period of time.
- II. Interpretation of the word "year" in retention periods.
 - (1) If a record series has a three-year retention, the retention period is three years after the date of the retention trigger.
 - (2) If a record series has a three-calendar year retention, the retention period is three calendar years after the date of the retention trigger. For example, if the retention trigger falls on April 1, 2008, the record series would be retained for the remainder of calendar year 2008 and for calendar years 2009, 2010 and 2011.
 - (3) If a record series has a three-fiscal year retention, the retention period is three fiscal years after the date of the retention trigger. Unless otherwise stated, fiscal year refers to the State of Iowa's fiscal year (July 1 to June 30). For, example, if the retention trigger falls on August 1, 2009, the record series would be retained for the remainder of fiscal year 2009-2010 and for the following three fiscal years.

10. RETENTIONS FOR COMMON DART RECORDS

This Section provides for the retention of certain records common to most departments.

a. **General correspondence.**

- I. **Description:** Correspondence that is created in the course of administering DART and/or its programs.
- II. **Retention:** Correspondence should be filed with the record series to which the

correspondence relates and retained as specified for that record series. If no record series is applicable, correspondence may be classified as *general correspondence*. The retention of *general correspondence* is specified in the Record Retention Schedule.

b. Transitory messages.

I. **Description:** Correspondence and communications that meet the definition of record but are of short-term interest and have no documentary or evidential value. Transitory messages do not set policy, establish guidelines or procedures, certify a transaction or become a receipt. Examples include, but are not limited to:

- (1) Replies to routine requests for information from state agencies or the public that require no administrative action, policy decision or special compilation or research for reply.
- (2) Letters of transmittal that do not add any information to that contained in the transmitted material.
- (3) Announcements and notices of short-term value that do not serve as a basis of official actions, such as holiday notices, charity and fund appeals, bond campaigns, training flyers, meeting notices and other similar announcements.
- (4) Housekeeping correspondence such as thank you letters, congratulations, etc.
- (5) Routine messages that do not contain substantive official business information.

II. **Retention:** Retain until no longer useful.

c. Working papers.

I. **Description:** Documents such as correspondence, studies, drafts, analyses, notes, and interim reports that comprise the background records for an assignment before issuance of the final product.

II. **Retention:** Retain until the working papers are no longer needed. The department administering the assignment is responsible for retention. Note that if this retention conflicts with a retention specified in another record series, the retention specified in that record series prevails.

d. E-mail.

I. **Description:** A message sent or received on an electronic mail system. The message includes the text of the message, files attached to the message, and transactional information (i.e., sender, recipient(s), date and time sent).

II. **Retention:** An e-mail is subject to retention requirements when it is sent or received in connection with the transaction of official business of DART. E-mail is not a separate record series. Like any other record, an e-mail must be evaluated for **purpose and content** to determine proper retention. The following is some guidance on classifying e-mails:

- (1) An e-mail that is of short-term interest and has no documentary or evidential value may be classified as a transitory message (see Section 10(b) above) and may be deleted when it is no longer useful.
- (2) An e-mail of longer-term interest or that has documentary or evidential value should be filed with the record series to which it relates and retained as specified for that record series. If no record series is applicable, the e-mail may be classified as general correspondence (see Section 10(a) above).

III. **Retention Responsibilities:**

- (1) The following are the general rules regarding e-mail retention responsibilities:
 - (a) For an e-mail sent from outside DART, the recipient is responsible for retaining it in accordance with the Record Retention Schedule. However, if someone else at DART is responsible for handling the action required to deal with the e-mail, the initial recipient may forward the e-mail to that person, who would be responsible for retaining it.
 - (b) For an e-mail sent from inside DART, the sender is responsible for retaining it in accordance with the Record Retention Schedule. Examples: (i) if an individual originates and sends an e-mail, that individual is the sender; (ii) if an individual receives an e-mail and then sends a response to it, that individual has created a new e-mail and is the sender of the response and (iii) if an individual receives an e-mail, alters it (e.g., edits the message or adds or edits attachments) and then forwards it, that individual has created a new e-mail and is the sender of the forwarded e-mail.
 - (c) Additional copies of e-mails received by others are duplicates and are not subject to retention requirements if they are used for convenience or reference. E-mails that do not have retention requirements should be deleted immediately.
- (2) Exceptions to these general rules include the following:
 - (a) For e-mails created or distributed within DART, there may be a legal or business requirement for the recipients to retain a copy. An e-mail is subject to retention requirements by a recipient if (i) the recipient takes action or makes decisions based upon its content, (ii) the e-mail constitutes part of a project or case file or other record series or (iii) there are specific program or legal requirements for the information to be retained.
 - (b) Typically, the person in charge of a program, project or case is required to retain all communications and other records regarding that program, project or case, and duplicate copies may be deleted.
 - (c) If there are multiple replies between two or more people to the same message, only the final message needs to be saved, **provided** all of the replies are included in the final message.
- (3) For work groups working on a project or other task, deciding early on who is going to be responsible for records retention will save everyone time and avoid

retention of duplicate e-mails and other records.

IV. **Additional E-mail Information:** The following is additional information regarding e-mails and records management:

- (1) E-mail messages sent or received on DART's e-mail systems are the property of DART.
- (2) E-mails are public records. The public has a right to examine and copy public records unless the content is confidential under Iowa Code Chapter 22 or another statute.
- (3) E-mails should be retained on ERMS. ERMS can integrate e-mails with other related documents stored in ERMS. E-mail mailboxes and e-mail vaults are not recordkeeping systems. Backups performed by Information Technology staff are for the purpose of disaster recovery only, not records retention, and are not recordkeeping systems.

11. **HOLDING RECORDS FOR PENDING ACTIONS:**

- a. **Policy.** A record must be disposed of when its retention period, as established in the Record Retention Schedule, has expired; *provided*, however, that the retention period of a record shall be extended **beyond what would normally be the date of disposal** in each of the following situations:
 - I. When a record pertains to pending or expected litigation, the retention shall be extended until the litigation is resolved.
 - II. When a record is the subject of an outstanding public records request, the retention shall be extended until the request is fulfilled. If the request is denied, the retention shall be extended for at least 45 days after the denial to allow the requester to seek legal recourse to compel production of the record.
 - III. When a record pertains to a pending or expected audit or investigation, the retention shall be extended until such time as the audit or investigation is complete.
 - IV. When a record pertains to a pending claim by or against DART, the retention shall be extended until such time as the claim is resolved.
- b. **Placing a Record on Hold.** When a record needs to be preserved for any of the reasons listed in Section 11(a) above, it may be necessary to place a "hold" on the record to ensure that the record is not disposed of until the matter is concluded.
- c. **Procedure for Placing Records on Hold.**
 - I. When a hold needs to be placed on records, the employee or Department requesting the records hold (including General Counsel in the case of litigation holds) shall submit written notification of the hold to the Records Officer and the custodian of the records. E-mail is acceptable. The notification shall include the reasons for the hold and describe the records that need to be preserved until the matter is concluded.
 - II. The Records Officer shall ensure that the custodian of the records has been notified of

the hold and also notify any other persons or departments who the Records Officer believes has physical custody of the records or copies of the records.

- III. The records shall be held until the hold is lifted.
- IV. When the matter that led to the hold is concluded, the employee or Department that requested the hold shall notify the Records Officer and the custodian of the records that the hold is no longer necessary. The Records Officer shall follow up with the employee or Department if the Records Officer has not received such notice after a reasonable amount of time.
- V. As necessary, the Records Officer shall notify the persons and offices notified in Section 11(c)(ii) above that the hold has been lifted.

12. STORING DOCUMENTS IN ERMS:

The following is the procedure for storing records in ERMS:

- a. Custodian Responsibilities.
 - I. Each custodian shall review any document, book, paper, electronic record, photograph, sound recording, or other material in the custodian's custody, control or possession to ensure that such item meets the definition of record as set forth in this policy.
 - II. Thereafter, if the custodian determines that the item is a record for purposes of this policy, the custodian shall store the record on ERMS and include the information set forth in Section 8(b).
 - III. If the custodian determines that the item is not a record for purposes of this policy, the custodian shall dispose of the record.
- b. View Access on ERMS. The default permission for access to records stored in ERMS that are not confidential, or otherwise deemed confidential by DART, is for all employees to have "view access." A custodian may request that the Records Officer change the default permission. The Records Officer may change the default permission only with Department Head approval.

13. ERMS INDEX FIELDS AND RECORDS DESCRIPTIONS:

- a. The purpose of this section is to set forth the following:
 - I. The ERMS standard index field for each record; and
 - II. The descriptive information for records that is required by Iowa Code section 22.11.
- b. At a minimum, ERMS shall use the following standard index fields for each record:
 - I. **Record.** The title or name of the record.
 - II. **Records series name.** The record series for which the record should be classified (in accordance with the Record Retention Schedule).

- III. **Record series description.** A record series is the basic unit of organizing and controlling files. It is a group of files or documents kept together (either physical or intellectually) because they relate to a particular subject or function, result from the same activity, document a specific type of transaction, take a particular physical form, or have some other relationship arising out of their creation, receipt, or use (e.g. Accident Reports, Budgets, Commission Meeting Agendas, etc.)
- IV. **Custodian.** The record custodian for this record. Must be an organizational title.
- V. **Department.** The department to whom the custodian is responsible.
- VI. **Originator.** The creator of the record. The creator is usually indicated by the letterhead or signature. Originator must be a named individual, department or office, not a code or alias.
- VII. **Record location.** The physical storage location of the record within DART. It may be ERMS, or it may be a recordkeeping system outside ERMS.
- VIII. **File Index.** A description of how the files are arranged (ex. alphabetical, numerical, and chronological, etc.).
- IX. **Physical medium.** The physical form of the record or the storage medium used to retain the record. Physical medium includes paper, ERMS, Information Technology-hosted computer databases, personal computer files and databases (including LAN), CD ROM, microfilm, microfiche, photographs, slides, negatives, sound recordings, engineering drawings, etc.
- X. **Privacy Data.** There are three categories for Privacy Data that may be included in a record. These are Personally Identifiable Information, Personal Health Information or HIPAA Information, or Payment Card Information.
- XI. **Privacy Data Authority.** The legal authority for collection of privacy data. The legal authority is generally a statute. An administrative rule or policy may also be cited.
- XII. **Duplication.** Is this record a duplicate, or has it been duplicated and where is the duplicate located?
- XIII. **Confidential information.** A description of the information in the record series that is confidential. Depending upon the legal authority for confidentiality, an entire record may be confidential or only certain information in the record may be confidential.
- XIV. **Confidential authority.** The legal authority for confidentiality of a record or information in a record. The legal authority is generally a statute. An administrative rule or policy may also be cited.
- XV. **Access classification.** Three categories are used to classify a document as an Open Record or a confidential record:
 - (1) Confidential - The entire document is confidential.
 - (2) Confidential Limited - The document contains a mixture of confidential and non-

confidential information.

- (3) Non-confidential - The document is an Open Record; it is available to the public for examination and copying.

XVI. **Retention/Disposition Legal Authority.** The legal authority for retention and disposition of the record. The legal authority is generally a federal or state statute, regulation, circular. An administrative rule or policy may also be cited.

XVII. **Retention period.** The record retention period for the record (as set forth in the Record Retention Schedule). This will be broken down into two segments as follows:

- (1) Retention in Local Files. The retention period for the record in your local files.
- (2) Retention in Storage. The retention period for the record in DART's records storage area.

XVIII. **Permanent and/or Vital Record.** Identify whether the record is a permanent record and/or vital record.

XIX. **Disposition.** Disposition instructions for the record series. Examples are Destroy, Retain for Historical Value, Retain until Administrative, Legal, and Fiscal Values end, etc.

XX. Such other index fields as determined by DART from time to time.

14. TRANSMITTING PHYSICAL DOCUMENTS FOR STORAGE:

The following is the procedure for transferring physical records for storage:

- a. **Custodian Responsibilities.**
 - I. Each custodian shall review the document, book, paper, electronic record, photograph, sound recording, or other material in the custodian's custody, control or possession to ensure that such item meet the definition of record as set forth in this policy.
 - II. Thereafter, if the custodian determines that the item is a record for purposes of this policy, the custodian shall (1) transfer the records to a storage box or file, (2) affix a certain *Records Transfer Box Label* and (3) transfer the box to storage, if necessary.
 - III. The custodian shall also register the record in ERMS and include the information set forth in Section 8(b) above.
- b. **Access to Records in Physical Storage.** The Records Officer and custodian of a record shall be consulted for inquiries regarding access to a record in physical storage.

15. SECURITY OF CONFIDENTIAL RECORDS OR RECORDS CONTAINING PERSONALLY IDENTIFIABLE INFORMATION:

- a. **Generally.** Confidential records must be handled securely throughout their entire life cycles, disallowing all unauthorized access. Records containing personally identifiable information shall also be handled securely throughout their entire life cycles in order to

reduce possible risk to DART. Personally identifiable information may also be confidential. All employees are expected to protect the information for which they are responsible. If an employee has any doubt about whether a record contains confidential or personally identifiable information, the record must be handled securely.

- b. **Encryption of Portable Devices.** It is the policy of DART to require the encryption of confidential and personally identifiable information created on or transferred to portable devices such as laptops, floppy disks, CDs, DVDs, portable external hard drives, USB devices (also known as memory sticks, jump drives or thumb drives), PDAs, BlackBerry and iPhone devices, audio recorders, etc. All employees placing confidential or personally identifiable information on a portable device must encrypt such confidential or personally identifiable information.
- c. **Unattended work areas.** Work surfaces and computer screens in unattended work areas shall be left clear of confidential and personally identifiable information whether it is in electronic or paper form. Employees shall strive to ensure the following practices are followed:
 - I. Paper and portable devices containing confidential and personally identifiable information shall be stored in cabinets or drawers when not in use.
 - II. Computers shall be locked when they are unattended.
 - III. When printed or faxed, confidential and personally identifiable information must be removed immediately from fax machines and printers.
- d. **Secure methods of disposal.** The following are the acceptable methods for secure disposal of records:
 - I. ***Paper, CDs, floppy disks, unencrypted USB devices:*** Deliver the medium in a secure manner to the Records Officer for secure disposal. Contact the Records Officer for secure delivery methods.
 - II. ***Microfilm, audio and video cassettes and other miscellaneous media:*** Deliver the media in a secure manner to the Records Officer for secure disposal. Contact the Records Officer for secure delivery methods.
 - III. ***ERMS:*** The records are placed in a purge queue. The Records Officer will review the records with the custodian to determine if a records hold is in place before disposal. Disposal involves physically deleting the records from ERMS.
 - IV. ***Portable external hard drives:*** Return the drives in a secure manner to Information Technology. Contact Information Technology for secure delivery methods.
 - V. ***Encrypted USB devices:*** Return the drives in a secure manner to Information Technology. Contact Information Technology for secure delivery methods.
 - VI. ***PDAs and smart phones:*** Return the PDAs and phones in a secure manner to Information Technology for secure deletion of data. Contact Information Technology for secure delivery methods.
 - VII. ***Company-provided computers and laptops:*** Information Technology is responsible for

secure deletion of data. Contact Information Technology regarding questions.

VIII. **Magnetic tapes:** Information Technology shall degauss all magnetic tapes before they are disposed of. Degaussing a magnetic storage medium removes all the data stored on it. Contact Information Technology regarding questions.

IX. **Server hard drives:** Information Technology shall use a secure disposal method meeting or exceeding U.S. Department of Defense standards to remove data from server hard drives before the servers are disposed of.

- e. **No Routine Recycling or Disposal.** At no time shall a confidential record or a record containing personally identifiable information be sent for routine recycling or disposed of in any other manner, including the use of personal office shredders.
- f. **Release of Records to External Service Providers.** The following applies only to those records that contain confidential or personally identifiable information.
 - I. To release a copy of records that contain confidential or personally identifiable information to an external service provider, or to grant access to these records to an external service provider, the custodian shall fill out an authorization for access form and forward the same to the Records Officer for retention.
 - II. Once the external service provider has completed the required services, it must dispose of all copies of the records in its possession in a secure manner and provide a certificate of destruction to the Records Officer within 30 days of disposal.
 - III. The agreement or contract with the external service provider shall state the above requirements.

16. E-MAIL OF FORMER EMPLOYEES:

- a. The e-mail account of an individual who separates from DART shall be processed as follows:
 - I. On the date on which the individual separates employment from DART, the individual's former supervisor (or designee) shall immediately notify Information Technology of such separation.
 - II. Thereafter, Information Technology shall (1) remove the individual's access to the e-mail mailbox and (2) move the individual's e-mail mailbox to a temporary folder, where the e-mail contents shall be retained for 60 days (the "60-Day Period") and (3) delete the individual's e-mail mailbox 60 days after the date on which the individual separates.
 - III. During the 60-Day Period, (1) new e-mails sent to the individual will be placed in the temporary folder and (2) the individual's former supervisor (or designee) is responsible for handling all new e-mails received and for ensuring that all record e-mails in the temporary folder are moved to an appropriate record storage repository.
 - IV. When the 60-Day Period expires, the remaining contents of the temporary folder shall be moved to an e-mail vault, and the individual's e-mail account shall be deleted.

- V. The individual's former supervisor (or designee) shall be granted access to the individual's e-mail vault folder. The supervisor (or designee) shall identify by record series all e-mails in the e-mail vault folder and copy all record e-mails to ERMS. Once identification and copying are complete, the supervisor (or designee) shall notify Information Technology that the vaulted e-mail may be purged.

- VI. vi. The Records Officer may be granted view access to the vault folder until the identification and copying processes are complete. This needs to be requested within the 60-Day Period.

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Exhibit A

RECORD RETENTION SCHEDULE

[See attached.]

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ACTION ITEM



9F: April FY2017 Consolidated Financial Report

Action: Approve the April FY2017 Consolidated Financial Report

Staff Resource: Amber Dakan, Finance Manager

Year-to-Date Budget Highlights:

Revenue:

- Fixed Route Operating revenue 1% below budget projections. Other Contracted Services is out performing budget while Cash Fares are behind budget.
- Fixed Route Non-Operating revenue is exceeding budget by 3.91% year to date. Revenues from Municipal Operating Assistance and State Contracts in the month of April are contributing to outperform to budget.
- Paratransit Operating revenue is 21.12% lower than budget expectations. Contracted trips are showing below budgeted levels.
- Paratransit Non-Operating revenue is 0.72% above budget.
- Rideshare revenues were 22.92% below budgeted levels for March. Rideshare revenue continues to cover expenses.

Operating Expense:

- Fixed Route Budget Summary – Operating expenses are 5.96% below budget projections year to date. Fuel & Lubricants, Salaries, Wages & Fringes, and Insurance Expense are seeing the most savings year to date.
- Paratransit Budget Summary – Operating expenses are currently showing budget savings of 17.2%. Many categories are continuing to show savings including Fuel & Lubricants, Salaries, Wages & Fringes, and Equipment Repair Parts.
- Rideshare Budget Summary – Rideshare expenses are below budgetary expectations by 24.09%. Many categories are also showing savings within this division and in alignment with the lower levels of revenue received versus budget.

Recommendation:

- Approve the April FY2017 Consolidated Financial Report.

**** TOTAL Un-Audited Performance of April FY2017 Year to Date as Compared to Budget:**

Fixed Route	\$	1,973,502
Paratransit	\$	133,806
Rideshare	\$	<u>2,585</u>
Total	\$	2,109,892

Reserve for Accidents (See Balance Sheet): \$374,385.68

FY2017 Financials:

April 2017

FIXED ROUTE	April 2017			Year-To-Date-(10) Months Ending 04/30/2017		
	Actual	Budgeted	Variance	Actual	Budgeted	Variance
Operating Revenue	376,572	423,250	(46,678)	4,186,774	4,232,500	(45,726)
Non-Operating Revenue	2,338,983	1,789,594	549,389	18,595,228	17,895,935	699,293
Subtotal	2,715,555	2,212,844	502,712	22,782,002	22,128,435	653,567
Operating Expenses	1,914,485	2,212,844	298,358	20,808,500	22,128,435	1,319,935
Gain/(Loss)	801,070	-	801,070	1,973,502	-	1,973,502

PARATRANSIT	April 2017			Year-To-Date-(10) Months Ending 04/30/2017		
	Actual	Budgeted	Variance	Actual	Budgeted	Variance
Operating Revenue	121,759	169,083	(47,324)	1,333,684	1,690,833	(357,150)
Non-Operating Revenue	114,375	111,722	2,653	1,125,292	1,117,218	8,074
Subtotal	236,135	280,805	(44,671)	2,458,975	2,808,051	(349,075)
Operating Expenses	221,597	280,805	59,208	2,325,170	2,808,051	482,881
Gain/(Loss)	14,537	-	14,537	133,806	-	133,806

RIDESHARE	April 2017			Year-To-Date-(10) Months Ending 04/30/2017		
	Actual	Budgeted	Variance	Actual	Budgeted	Variance
Operating Revenue	55,914	75,000	(19,086)	571,886	750,000	(178,114)
Non-Operating Revenue	-	-	-	-	-	-
Subtotal	55,914	75,000	(19,086)	571,886	750,000	(178,114)
Operating Expenses	57,860	75,000	17,140	569,301	750,000	180,699
Gain/(Loss)	(1,946)	-	(1,946)	2,585	-	2,585



System Summary Performance Report

April 2017

	October 2016	November 2016	December 2016	January 2017	February 2017	March 2017	April 2017	April 2016	April % Change FY17	FY17 April YTD	FY16 April YTD	YTD % Change FY17
Fixed Route												
Passengers	394,537	351,537	315,266	334,782	343,089	349,952	336,909	393,991	(14.49%)	3,626,736	3,780,633	(4.07%)
OTT Ridership	15,190	21,021	20,199	18,465	19,042	19,122	18,938	21,741	(12.89%)	193,564	216,768	(10.70%)
Unlimited Access Ridership	28,019	28,121	25,087	25,620	26,911	28,451	25,857	27,945	(7.47%)	275,706	378,210	(27.10%)
Bike Rack Usage	6,064	4,758	2,647	2,121	3,154	3,740	3,690	4,300	(14.19%)	44,626	41,753	6.88%
Passengers Per Revenue Hour	21.7	19.9	17.0	18.1	20.4	18.2	19.2	21.7	(11.63%)	19.7	20.6	(4.47%)
Average Passenger Trip Length	4.41	4.40	4.42	4.44	4.42	4.44	4.43	3.92	12.81%	4.15	4.32	(3.94%)
Complaints Per 100,000 Passengers	8.62	6.83	10.47	9.56	11.95	13.14	12.76	8.38	52.38%	11.00	19.34	(43.10%)
Commendations Per 100,000 Passengers	1.01	1.42	1.27	1.19	2.62	4.29	1.48	1.78	(16.47%)	1.82	2.04	(10.65%)
On-Time Performance	82.25%	83.20%	83.21%	84.39%	82.95%	84.59%	83.35%	85.24%	(2.22%)	83.13%	83.26%	(0.16%)
Accident Frequency Rate by Service:												
Preventable/100,000 Miles	1.43	1.09	0.00	1.74	1.15	1.69	0.74	0.72	1.81%	1.27	1.39	(8.88%)
Non-Preventable/100,000 Miles	2.85	2.18	2.09	3.83	2.30	2.70	1.84	3.98	(53.72%)	2.47	1.97	25.64%
Maintenance:												
Total Service Miles	280,699.5	274,854.9	286,819.5	287,141.7	261,064.9	296,252.5	271,221.4	276,142.6	(1.78%)	2,832,377.7	2,796,183.3	1.29%
Roadcalls/100,000 Miles	35.98	31.65	33.82	35.87	37.54	39.83	30.60	30.78	(0.58%)	36.08	22.60	59.64%
Active Vehicles In Fleet	126	129	127	127	127	127	127	126	0.79%	126	123	2.35%
Paratransit												
Passengers	9,212	8,812	9,302	9,272	8,981	9,920	8,672	10,065	(13.84%)	91,833	100,954	(9.03%)
Passengers Per Revenue Hour	2.6	2.4	2.5	2.5	2.6	2.5	2.4	2.7	(8.67%)	2.6	2.7	(5.11%)
Average Passenger Trip Length	8.96	8.96	8.97	8.97	8.96	8.97	8.95	8.86	0.93%	8.96	8.86	1.21%
Complaints Per 100,000 Passengers	43.42	22.70	75.25	21.57	11.13	90.73	149.91	39.74	277.21%	54.45	67.36	(19.17%)
Commendations Per 100,000 Passengers	0.00	0.00	0.00	0.00	0.00	0.00	34.59	19.87	74.10%	3.27	14.86	(78.01%)
On-Time Performance	92.70%	93.56%	92.92%	91.63%	0.00%	0.00%	0.00%	92.79%	(100.00%)	92.66%	92.56%	0.11%
Accident Frequency Rate by Service:												
Preventable/100,000 Miles	1.38	2.79	1.37	2.77	1.48	2.60	0.00	1.31	(100.00%)	1.97	2.16	(8.67%)
Non-Preventable/100,000 Miles	0.00	0.00	0.00	1.38	0.00	1.30	1.50	0.00	0.00%	1.41	0.81	73.97%
Maintenance:												
Total Service Miles	72,367.7	71,706.1	72,968.4	72,234.2	67,641.1	76,841.1	66,599.8	76,428.9	(12.86%)	710,157.9	741,264.7	(4.20%)
Roadcalls/100,000 Miles	9.67	11.16	8.22	12.46	4.44	10.41	13.51	3.93	244.28%	10.00	4.32	131.60%
Active Vehicles In Fleet	22	22	22	22	22	22	22	23	(4.35%)	22	22	2.79%
Rideshare												
Passengers	15,471	14,948	13,862	16,110	15,643	18,108	15,182	17,157	(11.51%)	156,681	174,613	(10.27%)
Passengers Per Revenue Hour	5.1	5.3	4.9	5.4	5.5	5.4	5.4	5.3	0.08%	5.2	5.6	(6.58%)
Rideshare Customers	561	548	560	560	600	564	564	594	(5.05%)	564	625	(9.68%)
Rideshare Vans In Circulation	83	83	84	84	86	86	85	88	(3.41%)	84	88	(4.31%)
Average Passenger Trip Length	39.98	40.31	40.01	39.93	39.82	39.22	39.44	40.34	(2.22%)	39.90	40.63	(1.79%)
Accident Frequency Rate by Service:												
Preventable/100,000 Miles	0.00	0.00	0.00	0.00	0.00	0.00	0.76	0.00	0.00%	0.22	0.35	(36.11%)
Non-Preventable/100,000 Miles	0.00	0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.15	0.49	(69.57%)
Maintenance:												
Total Service Miles	134,065.6	125,359.0	126,431.8	133,410.3	129,841.0	150,797.1	130,953.9	142,556.0	(8.14%)	1,341,434.7	1,428,765.2	(6.11%)
Roadcalls/100,000 Miles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Active Vehicles In Fleet	108	108	108	108	105	108	108	97	11.34%	108	99	9.12%
System Total												
Farebox Recovery Ratio	25.69%	19.59%	19.83%	18.60%	20.90%	19.69%	19.67%	20.74%	(5.17%)	20.60%	21.02%	(1.99%)



System Performance Ridership Report

April 2017

	October 2016	November 2016	December 2016	January 2017	February 2017	March 2017	April 2017	April 2016	April % Change FY17	FY17 April YTD	FY16 April YTD	YTD % Change FY17
Fixed Route	394,537	351,537	315,266	334,782	343,089	349,952	336,909	393,991	(14.49%)	3,626,736	3,780,633	(4.07%)
1. Local:												
#1 - Fairgrounds	22,043	18,829	15,834	17,748	17,689	17,221	17,546	20,177	(13.04%)	412,505	446,011	(7.51%)
#3 - University	37,790	33,318	29,250	29,144	30,386	31,905	30,264	33,340	(9.23%)	325,662	336,839	(3.32%)
#4 - E. 14th	18,929	16,521	15,652	16,637	17,072	17,468	16,573	16,294	1.71%	166,659	174,625	(4.56%)
#5 - Franklin Ave	9,329	8,216	7,675	7,916	7,971	8,393	7,815	7,843	(0.36%)	79,435	72,005	10.32%
#6 - Indianola Ave	36,086	30,706	26,793	27,996	28,524	28,873	28,875	30,238	(4.51%)	291,867	295,008	(1.06%)
#7 - SW 9th St	38,889	34,438	31,235	34,437	35,391	35,745	34,269	35,861	(4.44%)	334,141	341,442	(2.14%)
#8 - Fleur Dr	5,364	5,275	4,324	5,030	5,193	5,176	5,618	5,016	12.00%	46,337	44,443	4.26%
#10 - East University	0	794	2,455	2,744	2,889	3,201	3,140	0	0.00%	15,223	0	0.00%
#11 - Ingersoll Ave	2,161	1,894	1,820	2,117	1,824	2,133	1,978	1,954	1.23%	21,087	20,848	1.15%
#13 - Evergreen/SE Park Ave	8,157	7,632	6,211	7,161	7,291	5,931	6,788	7,304	(7.06%)	60,538	61,884	(2.18%)
#14 - Beaver Ave	24,042	21,100	18,636	20,474	20,595	21,265	20,467	20,925	(2.19%)	198,103	208,006	(4.76%)
#15 - 6th Ave	28,550	25,890	22,731	23,357	23,826	23,466	23,682	25,535	(7.26%)	236,973	252,193	(6.04%)
#16 - Douglas Ave	41,755	37,647	33,443	35,312	37,262	37,931	35,961	36,320	(0.99%)	355,439	365,511	(2.76%)
#17 - Hubbell Ave	27,748	24,001	21,450	21,498	22,509	21,914	21,985	22,665	(3.00%)	228,769	226,101	1.18%
#52 - Valley West/Jordan Creek	15,275	14,351	14,177	13,049	12,927	14,322	12,365	14,927	(17.16%)	139,549	148,388	(5.96%)
#60 - Ingersoll/University	37,047	32,785	28,368	29,926	31,610	31,869	31,139	33,286	(6.45%)	315,761	328,844	(3.98%)
2. Shuttle:												
Dline	13,942	12,590	11,615	13,996	13,871	14,823	14,119	54,668	(74.17%)	137,644	174,259	(21.01%)
Link Shuttle	1,005	918	879	993	966	904	787	1,324	(40.56%)	9,564	14,972	(36.12%)
3. Express:												
#91 - Merle Hay Express	1,083	1,014	951	908	1,210	1,250	1,197	991	20.79%	10,459	10,329	1.26%
#92 - Hickman Express	2,557	2,386	2,290	2,664	2,413	2,596	2,285	2,734	(16.42%)	25,005	27,232	(8.18%)
#93 - NW 86th Express	3,777	3,363	2,941	3,234	3,189	3,229	3,095	3,316	(6.66%)	33,046	29,549	11.83%
#94 - Westtown	1,208	988	875	1,008	1,182	1,262	976	822	18.73%	11,509	8,840	30.19%
#95 - Vista	1,344	1,190	1,084	1,249	1,327	1,603	1,274	1,476	(13.69%)	13,746	18,826	(26.98%)
#96 - E.P. True	2,384	2,303	1,954	2,207	2,257	2,552	2,055	2,340	(12.18%)	22,305	27,415	(18.64%)
#98 - Ankeny	7,108	6,452	6,206	7,490	7,061	8,066	6,645	7,575	(12.28%)	69,230	76,922	(10.00%)
#99 - Altoona	1,862	1,785	1,654	1,888	1,757	1,776	1,508	1,348	11.87%	16,853	14,740	14.34%
4. Flex:												
#72 Flex: West Des Moines/Clive	3,828	3,640	3,390	3,439	3,610	3,818	3,485	4,081	(14.60%)	36,088	39,394	(8.39%)
#73 Flex: Urbandale/Windsor Heights	226	179	192	201	213	188	180	248	(27.42%)	2,086	3,060	(31.83%)
#74 Flex: NW Urbandale	482	703	575	386	508	613	447	576	(22.40%)	5,156	5,726	(9.95%)
5. On Call:												
On-Call: Ankeny	161	226	209	215	185	231	129	301	(57.14%)	2,060	2,645	(22.12%)
On-Call: Johnston/Grimes	276	247	215	208	196	107	97	290	(66.55%)	2,102	2,025	3.80%
On-Call: Regional	129	156	182	150	185	121	165	216	(23.61%)	1,835	2,551	(28.07%)
Paratransit	9,212	8,812	9,302	9,272	8,981	9,920	8,672	10,065	(13.84%)	91,833	100,954	(9.03%)
Cab	998	884	897	895	842	888	818	1,008	(18.85%)	8,809	9,037	(2.52%)
Bus/Van	8,214	7,928	8,405	8,377	8,139	9,032	7,854	9,057	(13.28%)	83,024	91,917	(9.68%)
Rideshare	15,471	14,948	13,862	16,110	15,643	18,108	15,182	17,157	(11.51%)	156,681	174,613	(10.27%)
Total Ridership	419,220	375,297	338,430	360,164	367,713	377,980	360,763	421,213	(14.35%)	3,875,250	4,056,200	(4.46%)



MONTHLY REPORT



11A: Operations

Staff Resources: Tim Sanderson, Chief Operating Officer

- On May 6, 2017, DART hosted the 2017 ROADEO. This event was well attended and enjoyed by all attendees. Results are as follows:

Small Bus Open Class:

1. Anthony Turner
2. Harry Young
3. John Rugama

Small Bus Competition Class:

1. Kurt Mackel-Wiederanders

Large Bus Open Class:

1. Bruce Hanke
2. Ron Dahlberg
3. Mohan Subba

Large Bus Competition Class:

1. Cesar Chavez
2. Meshack Koech
3. Greg Moore



11B:	Engagement
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Staff Resources: Amanda Wanke, Chief Engagement and Communications Officer

Engagement

- **Public input on proposed changes to Routes 91 and 5** – The Engagement Team is in the process of collecting feedback on proposed changes to Routes 91 and 5. Customer and Community Relations is conducting onboard surveys May 15-26. Staff provided 2,000 copies of the survey to the City of Johnston for a mailing to residents. Marketing staff is also promoting the online survey through rider emails and social media advertisements.

Marketing and Communications – Erin Hockman, Marketing and Communications Manager

- **Yankee Doodle Pops** – DART will extend D-Line service hours to approx. 11 p.m. on Monday, July 3, to take people to and from the Des Moines Symphony's Yankee Doodle Pops concert. We are working closely with the Des Moines Symphony to promote the service, including: exterior bus advertising, social media promotion, Google advertising, media outreach and website content. Our goal is to increase ridership by 14% over 2016 to 2,500 rides. There were 2,144 rides in 2016, which was a 28.9% increase over 2015.
- **80/35 Music Festival** – Route 60 will run every 20 minutes until midnight starting the afternoon of Friday, July 7 through Saturday, July 8. DART staff is developing a targeted advertising plan to promote the service through Facebook and Google, in addition to website content, email marketing and regular rider communication. The organizers of 80/35 are placing DART content on the festival website, posting on social media, mentioning in media interviews and sending to email subscribers. The goal this year is to increase Route 60 ridership during 80/35 by 6.8% over FY17 and 20.7% over FY2016 to 1,929 rides.
- **Downtown Des Moines Farmers' Market** – DART staff is working with The Partnership and Farmers' Market staff to promote the extended D-Line service from 7-10 a.m. during the Farmers' Market. To-date we have developed a co-branded brochure with information about how to Park & Ride along the route, promoted in media interviews, on social media, as well as DART's website and the Farmers' Market website. D-Line ridership during the first weekend was 656, which was also the weekend of the Food Truck Throwdown, and the second weekend was 349, compared to an average of 130 rides per day on Saturdays in April.
- **June Service Change** – Marketing staff has updated schedule brochures for Routes 6 and 16 that will be changing slightly on June 4. Riders have been notified of the changes through emails, signage throughout DART Central Stations and bus audio.



Marketing Analytics Report

Metric	Dec. 2016	Jan. 2017	Feb. 2017	Mar. 2017	Apr. 2017	Apr. 2016	% Change Year Prior
Website Unique Visitors	29136	31719	28686	32881	29987	31,411	-9.50%
Facebook Likes	2645	2673	2689	2712	2728	1,776	33.95%
Twitter Followers	1831	1845	1848	1866	1888	1,723	6.76%
Email Subscribers	4220	4630	4570	4660	4870	4,030	11.82%
Trip Plans	7905	9348	6994	8724	7248	9,171	-31.13%
Next Bus	2889	3884	3677	3282	2975	2,242	39.03%
Schedules	1475	2026	1156	1690	1740	1,914	-65.57%
RideTime App	30395	32669	34107	36145	33208	25,990	23.80%
SMS Text Messaging	56641	64183	66960	68687	64436	53,200	20.55%
IVR	7889	7585	7186	8178	7853	7,381	-2.71%

Community and Customer Relations – John Clark, Community and Customer Relations Manager
April 2017 Website Communication and Messages:

- Contact/Feedback Form – 49
- Bus Stop/Shelter Requests - 0
- Voicemails – 119, voicemails requiring response – 9 (8%)

Total Calls for April 2017:

- Schedule Information – 6238
- Spanish Line – 24
- Receptionist – 541
- RideShare – 259

Community Events Performed for April 2017:

Mobility Coordination

April 2017 Activities

- DART Services Overview at Evelyn K. Davis (12)
- How to Ride Fresh Start Women’s Facility (18)
- How to Ride CICL (4)
- How to Ride Fort Des Moines (57) men total for 4 weeks
- DART How to Ride (7)
- How to Ride NW Community Center (75)
- How to Ride House of Mercy (6)
- How to Ride Four Mile Community Center (25)

MONTHLY REPORT
11B: Engagement

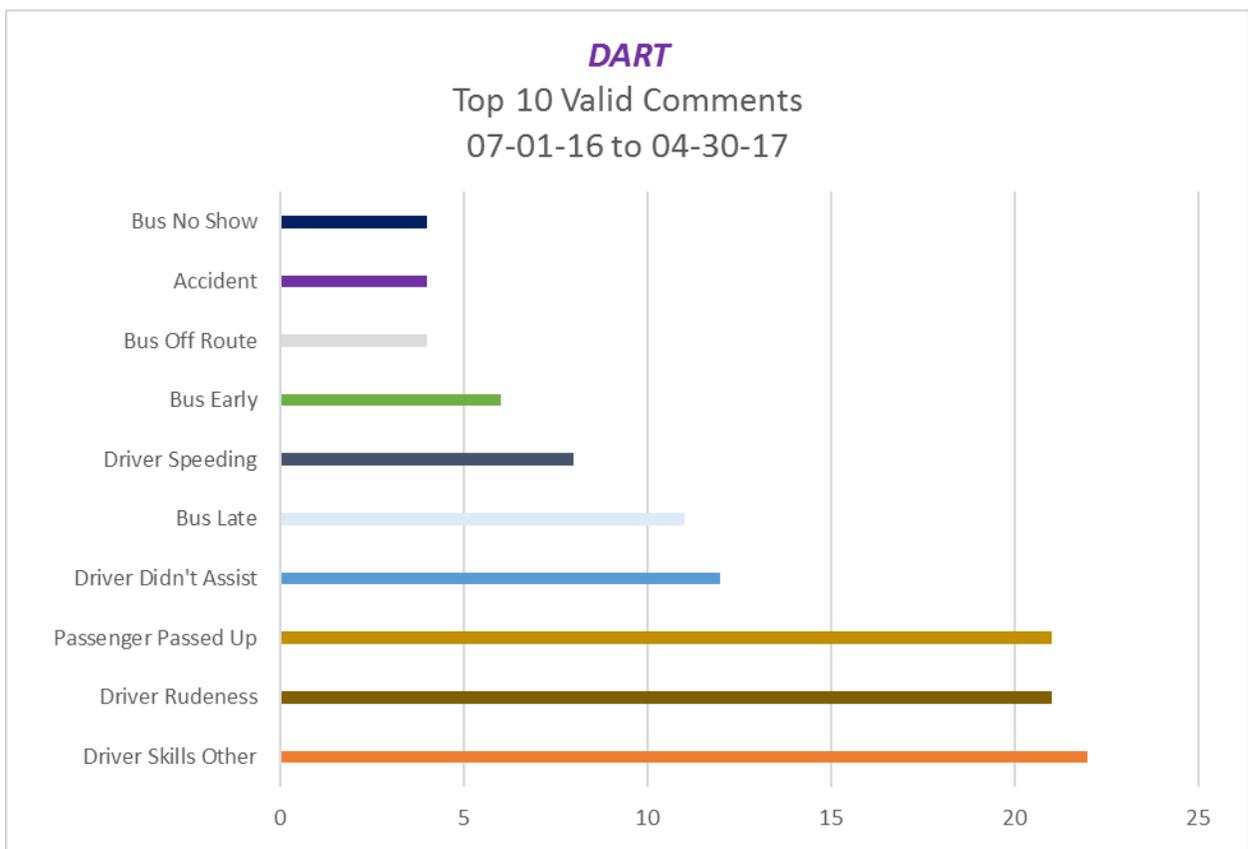


- East Side Senior Center How to Ride (30)
- How to Ride Ankeny Senior Community Center (65)
- Homeless Connect Event (DART)
- How to Ride Altoona Community Center (45)
- How to Ride DMACC ESL Class (12)

RideShare / Business Development
April 2017

- Launched eight (8) more RideShare Vans for TPI
- Drivers Training Program

Top 10 Valid Complaints (per 100,000 passengers) as of April 30, 2017



Planning

- **June Service Change:** The June service change will take effect Sunday, June 4. The service change will end the school service, make some minor schedule modifications, and include a route modification to Route 6 in order to serve the corridor along Principal Park.

MONTHLY REPORT
11B: Engagement



- **August Service Change:** Staff is researching and gathering public input on several changes for the August service change, which could include adjustments in service along the Routes 91/5 in Johnston and additional service along the new MLK/Vandalia corridor in Southeast Des Moines. Other service needs are also being examined and planned for, including service to the new outlet mall in Altoona. As the budget for FY18 does not include additional service, any of these adjustments or additions will either need to be done in a cost neutral fashion or be funded through public-private partnerships.
- **BCycle Station/Shelter Purchase and Installation:** DART is working with the Bike Collective on the purchase and installation of seven new BCycle stations, including several that will be installed alongside DART shelters to provide for mini-mobility hubs. The stations are being purchased and installed through a Transportation Alternatives Program (TAP) grant through the MPO. The team is working toward a summer installation.
- **Shelter Installation Improvement Process:** DART's transit planner, Carl Saxon, is working with others across the organization, in the City of Des Moines, and elsewhere in order to document and improve the process for installing shelters. The team is planning for 10-20 shelters to be installed in summer/fall 2017.



MONTHLY REPORT



11C: Procurement

Staff Resource: Mike Tiedens, Procurement Manager

Upcoming Procurements:

On Call Taxi and Paratransit Services – DART is seeking a Contractor or Contractors for the operation and management of taxi cab and other types of overflow services in support of demand response for general public and public paratransit services as well as other DART programs, using Contractor provided vehicles.

- Request for Proposals tentatively to be published in June or July 2017

Contracts and Task Orders Approved Recently:

1100 DART Way Lawn Care 2017 – DART solicited quotes for a Contractor to provide lawn care/lawn maintenance services at 1100 DART Way for the 2017 summer season. Services include mowing, trimming, weeding, fertilization, seeding and aeration as needed.

- The winning bid was \$720/month for basic service (plus various rates for other specific services) and the winning bidder is Capital Landscaping

Furniture – DART solicited quotes for a Contractor to provide miscellaneous furniture for 1100 DART Way and DART Central Station.

- The winning bid was \$40,763.05 and the winning bidder is Saxton, Inc.

Power Generator – DART solicited quotes for a power generator to support ticket booths for the DART Rodeo and Iowa State Fair.

- The winning bid was \$4,426.92 and the winning bidder is Grainger

Transportation Management & Design, Inc. (TMD), On-Call Planning Services Contract

- On-Call Temporary Planning and Scheduling Services – As-needed planning, scheduling, and consulting support for DART during staff transition.

- Task order was approved for the Amount Not to Exceed \$15,000

Air Conditioner Replacement (Wellness Center, 1100 DART Way) – DART is seeking a Contractor to furnish and install a new air conditioner unit for the Wellness Center at 1100 DART Way. Services include demo and recycling/removal of the old unit. Install new controls, piping, insulation and all other ancillary items needed for the new unit.

- The winning bid was \$7,017 and the winning bidder is AJ Allen

Haymarket Mall Pavement Repair – DART is seeking a Contractor to remove and replace a section of asphalt located at the DART bus stop at Haymarket Mall. Options provided for depth and square foot dimensions.

- The winning bid was \$14,576 and the winning bidder is Paco Construction

MONTHLY REPORT
11C: Procurement



Future Procurements:

- Taxi Cab Services
- Bus Wash
- Mystery Shopper Services
- Bus Shelters
- Employment Services
- Armored Car / Courier Services
- Printing Services



MONTHLY REPORT



11D: Chief Executive Officer

Staff Resource: Elizabeth Presutti, Chief Executive Officer

- **Greater Des Moines Leadership Institute:** I would like to recognize Amanda Wanke, DART Chief Engagement and Communications Officer, for graduating from the Greater Des Moines Leadership Institute on May 18th. The knowledge she gained of the Greater Des Moines Community as well as furthering her professional network in the community will serve DART well.
- **Congressman Young:** Congressman Young joined DART at the Bus Roadeo course to take a bus out for a drive on Friday, June 2nd. We were very appreciative of him taking the time to meet with us and experience driving a bus.





FUTURE DART COMMISSION ITEMS



FUTURE AGENDA ITEMS:

July 11, 2017 – 12:00 P.M.	
Action Items	Information Items
<ul style="list-style-type: none"> • Marketing and Public Affairs Award • Occupational Medical Services Award • Polk County/Metro Area Mutual Aid Agreement • Heavy Duty Bus Purchase 	<ul style="list-style-type: none"> • DART Cyber Security Program • Fare Policy Update
August 1, 2017 – 12:00 P.M.	
Action Items	Information Items
<ul style="list-style-type: none"> • Taxi Services Award • Fare Policy Update 	<ul style="list-style-type: none"> • Quarterly Safety Report - Pat • Quarterly Investment Report – Amber