General Items:
1. Approval of Minutes: December 10, 2019
2. *Briefing on Items of Interest to DART Included on the January 9, 2020 North Central Texas Council of Governments, Regional Transportation Council Agenda
3. This item will be discussed at Board Meeting only.

Consent Items:
Public Affairs and Communication:
4. Approval of an Interlocal Funding Agreement Between DART and the Town of Addison to Fund Eligible Street Repair and Local Assistance Program (LAP) Project (Mark Enoch/Tim McKay)
5. Approval of an Interlocal Funding Agreement Between DART and the City of Irving to Fund Eligible Street Repair and Local Assistance Program (LAP) Project (Mark Enoch/Tim McKay)
6. Approval of an Interlocal Funding Agreement Between DART and the City of Carrollton to Fund Eligible Street Repair and Local Assistance Program (LAP) Project (Mark Enoch/Tim McKay)
7. Approval of an Interlocal Funding Agreement Between DART and the City of University Park to Fund Eligible Street Repair Project (Mark Enoch/Tim McKay)
8. Approval of an Interlocal Funding Agreement Between DART and the City of Rowlett to Fund Eligible Street Repair Project (Mark Enoch/Tim McKay)
9. Approval of Federal Transit Administration (FTA) Subrecipient Agreement with the Inland Port Transportation Management Association (IPTMA) (Mark Enoch/Nicole Fontayne-Bárdowell)
10. Approval of an Interlocal Agreement between DART and Trinity Metro for GoPass® Licensing (Mark Enoch/Nicole Fontayne-Bárdowell)

Capital Construction Oversight:
11. Declaration of DART’s Atchison Topeka & Santa Fe (AT&SF) Trestle Bridge Structure Excess to DART’s Needs and Conveyance of the Bridge Structure to the City of Dallas (Michele Wong Krause/Tim McKay)

Administrative:
12. Contract for Lawson Maintenance and Support (Rick Stopfer/Nicole Fontayne-Bárdowell)
13. Contract Award for Consulting Services for Completion of the Organizational Alignment and Culture Change Project (Rick Stopfer/Nicole Fontayne-Bárdowell)
Operations, Safety & Security:
   (Patrick J. Kennedy/Carol Wise)
15. Contract to Paint the Existing Trinity Railway Express (TRE) Fleet
   (Patrick J. Kennedy/Tim McKay)
16. Call for Public Hearing on Proposed June 2020 Service Modifications and New Route
    706 (Patrick J. Kennedy/Tim McKay)

Individual Items:
17. Declaration and Sale of Surplus Property Located Near the Intersection of Wyman Street
    and Denton Drive in the City of Dallas to Southwest Airlines
    (Michele Wong Krause/Tim McKay)
18. Contract for Construction Services for the DART Hidden Ridge Station in Irving, Texas
    and Amend Interlocal Agreement (ILA) with City of Irving for Funding
    (Michele Wong Krause/Tim McKay)
    Statement, and DART Board Strategic Priorities (Paul N. Wageman/Gary Thomas)
20. *Briefing on Notice of Intent to Sue letters received by multiple Dallas property owners
    living near the Cotton Belt–Silver Line Rail Corridor (Paul N. Wageman/Gene Gamez)
21. *Briefing on Litigation Styled Millwee-Jackson Joint Venture v. City of Dallas and
    Dallas Area Rapid Transit, Cause No. 04-07287 (Paul N. Wageman/Gene Gamez)
22. *Briefing on the Design Progress of Hillcrest Rd. and Coit Rd. of the Silver Line
    Regional Rail Project (Michele Wong Krause/Tim McKay)

Other Items:
23. This item will be discussed at Board Meeting only.
24. Identification of Future Agenda Items
25. Adjournment

*This Is A Briefing Item Only

The Committee-of-the-Whole may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation
with Attorney, for any Legal issues, under Section 551.072, Deliberation Regarding Real Property for Real Estate issues, or
under Section 551.074 for Personnel matters, or under section 551.076, for deliberation regarding the deployment or
implementation of Security Personnel or devices, arising or regarding any item listed on this Agenda.

This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please
contact Community Affairs at 214-749-2543, 48 hours in advance.
AGENDA

Dallas Area Rapid Transit
6:30 P.M. BOARD OF DIRECTORS’ MEETING
Tuesday, January 14, 2020 - Board Room
1401 Pacific Ave., Dallas, Texas 75202

General Items:
1. Approval of Minutes: December 10, 2019
2. This item will be discussed at Committee-of-the-Whole only.
3. Public Comments

Consent Items:

Public Affairs and Communication:
4. Approval of an Interlocal Funding Agreement Between DART and the Town of Addison to Fund Eligible Street Repair and Local Assistance Program (LAP) Project (Mark Enoch/Tim McKay)
5. Approval of an Interlocal Funding Agreement Between DART and the City of Irving to Fund Eligible Street Repair and Local Assistance Program (LAP) Project (Mark Enoch/Tim McKay)
6. Approval of an Interlocal Funding Agreement Between DART and the City of Carrollton to Fund Eligible Street Repair and Local Assistance Program (LAP) Project (Mark Enoch/Tim McKay)
7. Approval of an Interlocal Funding Agreement Between DART and the City of University Park to Fund Eligible Street Repair Project (Mark Enoch/Tim McKay)
8. Approval of an Interlocal Funding Agreement Between DART and the City of Rowlett to Fund Eligible Street Repair Project (Mark Enoch/Tim McKay)
9. Approval of Federal Transit Administration (FTA) Subrecipient Agreement with the Inland Port Transportation Management Association (IPTMA) (Mark Enoch/Nicole Fontayne-Bárdowell)
10. Approval of an Interlocal Agreement between DART and Trinity Metro for GoPass® Licensing (Mark Enoch/Nicole Fontayne-Bárdowell)

Capital Construction Oversight:
11. Declaration of DART’s Atchison Topeka & Santa Fe (AT&SF) Trestle Bridge Structure Excess to DART’s Needs and Conveyance of the Bridge Structure to the City of Dallas (Michele Wong Krause/Tim McKay)

Administrative:
12. Contract for Lawson Maintenance and Support (Rick Stopfer/Nicole Fontayne-Bárdowell)
13. Contract Award for Consulting Services for Completion of the Organizational Alignment and Culture Change Project (Rick Stopfer/Nicole Fontayne-Bárdowell)

**Operations, Safety & Security:**
15. Contract to Paint the Existing Trinity Railway Express (TRE) Fleet (Patrick J. Kennedy/Tim McKay)

**Individual Items:**
17. Declaration and Sale of Surplus Property Located Near the Intersection of Wyman Street and Denton Drive in the City of Dallas to Southwest Airlines (Michele Wong Krause/Tim McKay)
18. Contract for Construction Services for the DART Hidden Ridge Station in Irving, Texas and Amend Interlocal Agreement (ILA) with City of Irving for Funding (Michele Wong Krause/Tim McKay)
19. This item will be discussed at Committee-of-the-Whole only
20. This item will be discussed at Committee-of-the-Whole only
21. This item will be discussed at Committee-of-the-Whole only
22. This item will be discussed at Committee-of-the-Whole only

**Other Items:**
23. Public Comments
24. This item will be discussed at Committee-of-the-Whole only.
25. Adjournment

The Board of Directors may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues, under Section 551.072, Deliberation Regarding Real Property for real estate issues, or under Section 551.074 for Personnel matters, or under Section 551.076, for deliberation regarding deployment or implementation of Security Personnel or devices, arising or regarding any item listed on this Agenda.

This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please contact Community Affairs at 214-749-2543, 48 hours in advance.
The Dallas Area Rapid Transit Committee-of-the-Whole meeting convened on Tuesday, December 10, 2019, at 5:04 p.m., at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Wageman presiding.

The following Board members were present: Paul N. Wageman, Michele Wong Krause, Jonathan R. Kelly, Ray Jackson, Sue S. Bauman, Mark Enoch, Doug Hrbacek, Jon-Bertrell Killen, Amanda Moreno, Rick Stopfer, Gary Slagel, and Dominique P. Torres.

Ms. Lissa Smith and Mr. Patrick J. Kennedy were absent.

General Items:

1. **Approval of Minutes:** November 12, 2019

   Mr. Hrbacek moved to approve the November 12, 2019, Committee-of-the-Whole Meeting Minutes, as written.

   Mr. Killen seconded and the Minutes were approved unanimously.

Chair Wageman made a few announcements prior to continuing with the agenda.

Mr. Slagel entered the meeting at 5:06 p.m.

3. **This item will be discussed at Board Meeting only.**

4. **This item will be discussed at Board Meeting only.**

Consent Items:

Mr. Stopfer moved to forward Consent Items 5 through 15.

**Capital Construction Oversight:**

5. **Contract for Pre-construction Services for the Silver Line Equipment Maintenance Facility**

   Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to award a contract for pre-construction services for the Equipment Maintenance Facility (EMF) for the Silver Line Regional Rail Project to Archer Western Construction, LLC, in the amount of $1,499,771, plus a contingency of $74,988 (5%) for unanticipated expenses, for a total amount not to exceed $1,574,759.

**Operations, Safety & Security:**

6. **Contract Award for Light Rail Vehicle (LRV) Tire Installation Kits**

   Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to award a two-year contract for Light Rail Vehicle tire installation kits to Penn Machine Company, LLC, for a total authorized amount not to exceed $2,622,183.
7. **Contract for Light Rail Vehicle (LRV) Disc Brake Shoe Kits**

Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to award a two-year contract for Light Rail Vehicle (LRV) disc brake shoe kits to Railroad Friction Products Corp. for a total authorized amount not to exceed $346,402.

8. **Contract for Front and Rear Disc Brake Pad Kits for DART’s NABI Bus Fleets**

Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to award a two-year contract for front and rear disc brake pad kits for DART’s NABI bus fleets to Neopart Transit for a total authorized amount not to exceed $318,775.

9. **Contract for Light Rail Vehicle (LRV) HVAC and Door System Replacement Components**

Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to award a two-year contract for Light Rail Vehicle (LRV) HVAC and Door System Replacement Components to Vapor Stone Rail Systems, a Division of WABTEC Corporation, for a total authorized amount not to exceed $528,200.

10. **Contract Award for Uniform Rental and Laundry Services**

Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to award a four-year contract for uniform rental and laundry services to Cintas Corporation for a total authorized amount not to exceed $1,067,334.

11. **Contract Award for Transportation Data Collection Services**

Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to award a three-year contract with Dikita Enterprises, Inc., dba Dikita Management Services, for Transportation Data Collection Services [Contract No. C-2051712-01] for a total authorized amount not to exceed $1,069,648.

12. **Contract Award for the Cloud-Based Transportation Planning Software**

Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to award a three-year contract with Remix, Inc., [Contract No. C-2051376-01] for an authorized amount not to exceed $390,000, plus a $35,000 contingency for vehicle fleet increase, for a total authorized amount not to exceed $425,000.

13. **Contract Award for Mystery Rider Quality Assurance Program**

Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to award a three-year contract to Consumer and Market Insights, LLC [Contract No. C-2050103-01] for a Mystery Rider Quality Assurance Program for a total authorized not to exceed of $657,600.
Budget & Finance:

14. Approval of Twentieth Supplemental Debt Resolution for Issuance of Senior Lien Sales Tax Revenue Bonds

Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the Twentieth Supplemental Debt Resolution, including all documents and agreements contained therein, for the issuance of Senior Lien Sales Tax Revenue Bonds, in substantially the form shown in Exhibit 1 to this Resolution, is approved.

Public Affairs & Communication:

15. Approval of a Three-Year Student Pass Contract with Dallas County Community College District (DCCCD)

Moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to enter into a three-year contract for student passes with Dallas County Community College District, offering dependable transportation to more than 100,000 students with no new service costs. Payment per enrolled student is:

- January – December 2020: $18
- January – December 2021: $19
- January – December 2022: $20

Mr. Ruiz seconded and the items were approved unanimously.

Mr. Jackson entered the meeting at 5:07 p.m.

Individual Items:

Chair Wageman recused himself at 5:08 p.m., transferring the presiding officer’s responsibility to Vice-Chair Wong Krause.

16. Approval of a Master Development Agreement, Ground Lease, and Related Agreements with the Developer, Trammel Crow Company, LLC for Transit Oriented Development (TOD) of Property in the Vicinity of DART’s SMU/Mockingbird Station Located in the City of Dallas, Texas, At or Near Mockingbird Lane and US 75

Ms. Moreno moved to forward this draft resolution to the Board of Directors, with a recommendation, stating the President/Executive Director or his designee is authorized to execute the Master Development Agreement with the Trammell Crow Company, LLC (Developer) for the Mockingbird Station Transit Oriented Development and execute such other documents necessary to accomplish the transaction set out in the Master Development Agreement, subject to legal review.

Mr. Killen seconded and the item was approved unanimously.

Chair Wageman reentered the meeting at 5:08 p.m., resuming the presiding officer responsibilities.

17. Approval of Amendment to DART’s Fare Structure

Ms. Moreno moved to forward this draft resolution to the Board of Directors, with a recommendation, stating:

Section 1: The Fare Equity Analysis as shown in Exhibit 2 to this resolution is approved.
Section 2: The amended Fare Structure as shown in Exhibit 1 to this resolution is adopted and shall be effective beginning January 1, 2020, or as otherwise indicated in Exhibit 1.

Mr. Enoch seconded and the item was approved unanimously.

Prior to continuing with the agenda, Chair Wageman redirected the Committee's attention to agenda item 2.

2. *Briefing on Items of Interest to DART Included on the December 12, 2019 North Central Texas Council of Governments, Regional Transportation Council Agenda

Chair Wageman provided an overview of the informational document that was provided to each Board Member (Copy on file with the Office of Board Support).

Chair Wageman continued with the remaining items of the agenda.

18. *Update on Status of Financing of Cotton Belt/Silver Line Regional Rail Project

Mr. Dwight Burns, Treasurer, briefed the Committee (slides on file with the Office of Board Support) as follows:

- Silver Line Initial Funding (slide 1)
- Railroad Rehabilitation & Improvement Financing (RRIF) Program Loan ($908M) (slide 2)
- Commercial Paper (CP) - $250M Authorized (slide 3)
- Silver Line Funding (slide 4)
- Other Revenue Sources (slide 5)
- City of Coppell Property Contribution (slide 6)

19. *Update on Positive Train Control (PTC) on the TRE Corridor

Ms. Bonnie Murphy, Vice President of Commuter Rail & Railroad Management, briefed the Committee (slides on file with the Office of Board Support) as follows:

- Status of Congressional Action (slide 2)
- PTC Federal Railroad Administration (FRA) Guidelines (slide 3)
- PTC Status Update (slide 4)
- PTC Next Steps (slide 5)
- PTC Challenges (slide 6)

20. *Briefing on Amendments to the “Walking Quorum” provision of the Texas Open Meetings Act

Mr. Gene Gamez, General Counsel, briefed the Committee (slides on file with the Office of Board Support) as follows:

- Gov’t Code §551.001 (slide 2)

Mr. Killen stepped out of the meeting at 5:24 p.m.

- Gov’t Code §551.143 (slides 3-4)
- Breakdown (slide 5)
- Do Amendments to the Act Impact the Agenda Review Process? (slide 6)
- Recommendation (slide 7)
- Group Messages (slide 8)
- Criminal Penalty (slide 9)
21. **Briefing on Notice of Intent to Sue Letters received by multiple Dallas Property owners living near the Cotton Belt–Silver Line Rail Corridor**

Chair Wageman stated that it was 5:48 p.m. on Tuesday, December 10, 2019 and the Dallas Area Rapid Transit Committee-of-the-Whole was going into Closed Session under the Texas Open Meetings Act, Section 551.071, which allows for consultation with Attorney, to discuss Agenda Item 21, *Briefing on Notice of Intent to Sue Letters received by multiple Dallas Property owners living near the Cotton Belt–Silver Line Rail Corridor.*

The Committee reconvened into Open Session at 6:29 p.m.

Other Items:

22. This item will be discussed at Board Meeting only.

23. **Identification of Future Agenda Items**

   There were no future agenda items identified for this committee.

24. **Adjournment**

   There being no further business to discuss, the meeting was adjourned at 6:29 p.m.

Josefina Chavira, CAP
Board Committee Secretary

/jc

+ Same Night Item
* Briefing Item
The Dallas Area Rapid Transit Board of Directors’ meeting convened on Tuesday, December 10, 2019, at 6:30 p.m., at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Wageman presiding.

**City of Dallas**
Sue S. Bauman
Ray Jackson – Assistant Secretary
Patrick J. Kennedy
Jon-Bertrell Killen
Michele Wong Krause – Vice-Chair
Amanda Moreno
Dominique P. Torres

**City of Garland**
Jonathan R. Kelly – Secretary

**City of Irving**
Rick Stopfer

**City of Plano**
Paul N. Wageman – Chair

**City of Cockrell Hill and Dallas**
Eliseo Ruiz, III

**Cities of Carrollton and Irving**
Doug Hrbacek

**Cities of Farmers Branch and Plano**
Lissa Smith

**Cities of Garland, Rowlett, and Glenn Heights**
Mark C. Enoch

**Cities of Richardson and University Park; Towns of Addison and Highland Park**
Gary A. Slagel

Ms. Lissa Smith and Mr. Patrick J. Kennedy were absent.
General Items:

1. **Approval of Minutes: November 12, 2019**

   Mr. Jackson moved to approve the November 12, 2019, Board of Directors’ meeting Minutes, and entered into record, as written.

   Mr. Stopfer seconded and the item was approved unanimously.

   Mr. Hrbacek entered the meeting at 6:36 p.m.

2. **This item will be discussed at Committee-of-the-Whole only.**

3. **CAC Report on November 21, 2019 Meeting**

   Mr. Asia Rodgers, Member of the Citizens Advisory Committee (CAC), provided an overview of the CAC meeting (Copy on file with the Office of Board Support).

4. **Public Comments**

   Chair Wageman read rules that govern the Public Comments portion of the meeting, including the DART Board Code of Conduct, for News Media and Visitors during DART Board Meetings, that are on file with the Office of Board Support and posted outside the Board Room.

   The following individuals addressed the Board:

   **Ms. Tammy Greenberg-Duble; Dallas, TX:**
   Ms. Greenberg-Duble voiced concern regarding numerous bus routes (handout on file with the Office of Board Support.)

   Mr. Gary Thomas, President/Executive Director, referred Ms. Greenberg-Duble to Mr. Rob Smith, Assistant Vice President of Planning and Scheduling.

   **Mr. Buzz Deitchman; Dallas, TX:**
   Mr. Deitchman voiced concern regarding the Silver Line in far North Dallas.

   **Dr. Nancy Deitchman; Dallas, TX:**
   Dr. Deitchman voiced concern regarding the Silver Line in far North Dallas.

   **Mr. Brian Finklestein; Dallas, TX:**
   Mr. Finklestein voiced concern regarding the Silver Line in far North Dallas.

   **Mr. Dane Cofer; Dallas, TX:**
   Mr. Cofer voiced concern regarding the Silver Line in far North Dallas.

   **Ms. Jocelyn Ickes; Dallas, TX:**
   Ms. Ickes voiced concern regarding the Silver Line in far North Dallas.

   **Ms. Maura Schreer-Fleming; Dallas, TX:**
   Ms. Schreer-Fleming voiced concern regarding the Silver Line in far North Dallas.

   **Mr. Charles May; Dallas, TX:**
   Mr. May voiced concern with a few bus routes and noted the difficulty he has experienced with the colors of the light rail trains not being the correct colors to notify the passengers of which train they are riding. He then expressed his appreciation of the transit system.

   Mr. Thomas referred Mr. May to Mr. Herold Humphrey, Vice President of Bus Operations, and Mr. Michael Holbrook, Vice President of Rail Operations.
Ms. Berlinda Berry: Dallas, TX:
Ms. Berry voiced concern regarding Bus Route #453 and requested DART restore the former route.

Mr. Thomas referred Ms. Berry to Mr. Smith.

Consent Items:

Mr. Enoch moved for approval of Consent Items 5 through 15.

Capital Construction Oversight:

5. Contract for Pre-construction Services for the Silver Line Equipment Maintenance Facility

Moved for approval of Resolution 190147 stating the President/Executive Director, or his designee, is authorized to award a contract for pre-construction services for the Equipment Maintenance Facility (EMF) for the Silver Line Regional Rail Project to Archer Western Construction, LLC, in the amount of $1,499,771, plus a contingency of $74,988 (5%) for unanticipated expenses, for a total amount not to exceed $1,574,759.

Operations, Safety & Security:

6. Contract Award for Light Rail Vehicle (LRV) Tire Installation Kits

Moved for approval of Resolution 190148 stating the President/Executive Director, or his designee, is authorized award a two-year contract for Light Rail Vehicle tire installation kits to Penn Machine Company, LLC, for a total authorized amount not to exceed $2,622,183.

7. Contract for Light Rail Vehicle (LRV) Disc Brake Shoe Kits

Moved for approval of Resolution 190149 stating the President/Executive Director, or his designee, is authorized to award a two-year contract for Light Rail Vehicle (LRV) disc brake shoe kits to Railroad Friction Products Corp. for a total authorized amount not to exceed $346,402.

8. Contract for Front and Rear Disc Brake Pad Kits for DART’s NABI Bus Fleets

Moved for approval of Resolution 190150 stating the President/Executive Director, or his designee, is authorized award a two-year contract for front and rear disc brake pad kits for DART’s NABI bus fleets to Neopart Transit for a total authorized amount not to exceed $318,775.

9. Contract for Light Rail Vehicle (LRV) HVAC and Door System Replacement Components

Moved for approval of Resolution 190151 stating the President/Executive Director, or his designee, is authorized to award a two-year contract for Light Rail Vehicle (LRV) HVAC and Door System Replacement Components to Vapor Stone Rail Systems, a Division of WABTEC Corporation, for a total authorized amount not to exceed $528,200.

10. Contract Award for Uniform Rental and Laundry Services

Moved for approval of Resolution 190152 stating the President/Executive Director, or his designee, is authorized award a four-year contract for uniform rental and laundry services to Cintas Corporation for a total authorized amount not to exceed $1,067,334.
11. Contract Award for Transportation Data Collection Services
Moved for approval of Resolution 190153 stating the President/Executive Director, or his designee, is authorized to award a three-year contract with Dikita Enterprises, Inc., dba Dikita Management Services, for Transportation Data Collection Services [Contract No. C-2051712-01] for a total authorized amount not to exceed $1,069,648.

12. Contract Award for the Cloud-Based Transportation Planning Software
Moved for approval of Resolution 190154 stating the President/Executive Director, or his designee, is authorized award a three-year contract with Remix, Inc., [Contract No. C-2051376-01} for an authorized amount not to exceed $390,000, plus a $35,000 contingency for vehicle fleet increase, for a total authorized amount not to exceed $425,000.

13. Contract Award for Mystery Rider Quality Assurance Program
Moved for approval of Resolution 190155 stating the President/Executive Director, or his designee, is authorized to award a three-year contract to Consumer and Market Insights, LLC [Contract No. C-2050103-01) for a Mystery Rider Quality Assurance Program for a total authorized not to exceed of $657,600.

Budget & Finance:

14. Approval of Twentieth Supplemental Debt Resolution for Issuance of Senior Lien Sales Tax Revenue Bonds
Moved for approval of Resolution 190156 stating the Twentieth Supplemental Debt Resolution, including all documents and agreements contained therein, for the issuance of Senior Lien Sales Tax Revenue Bonds, in substantially the form shown in Exhibit 1 to this Resolution, is approved.

Public Affairs and Communication:

15. Approval of a Three-Year Student Pass Contract with Dallas County Community College District (DCCCD)
Moved for approval of Resolution 190157 stating the President/Executive Director, or his designee, is authorized enter into a three-year contract for student passes with Dallas County Community College District, offering dependable transportation to more than 100,000 students with no new service costs. Payment per enrolled student is:

<table>
<thead>
<tr>
<th>Period</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>January – December 2020:</td>
<td>$18</td>
</tr>
<tr>
<td>January – December 2021:</td>
<td>$19</td>
</tr>
<tr>
<td>January – December 2022:</td>
<td>$20</td>
</tr>
</tbody>
</table>

Mr. Slagel seconded and the items were approved unanimously.

Individual Items:
Chair Wageman recused himself at 7:07 p.m., transferring the presiding officer’s responsibility to Vice-Chair Wong Krause.
16. Approval of a Master Development Agreement, Ground Lease, and Related Agreements with the Developer, Trammel Crow Company, LLC for Transit Oriented Development (TOD) of Property in the Vicinity of DART’s SMU/Mockingbird Station Located in the City of Dallas, Texas, At or Near Mockingbird Lane and US 75

Mr. Hrbacek moved for approval of Resolution 190158 stating the President/Executive Director, or his designee, is authorized to execute the Master Development Agreement with the Trammell Crow Company, LLC (Developer) for the Mockingbird Station Transit Oriented Development and execute such other documents necessary to accomplish the transaction set out in the Master Development Agreement, subject to legal review.

Ms. Moreno seconded and the item was approved unanimously with one abstention.

Chair Wageman reentered the meeting at 7:09 p.m.

17. Approval of Amendment to DART’s Fare Structure

Ms. Wong Krause moved for approval of Resolution 190159 stating:

Section 1: The Fare Equity Analysis as shown in Exhibit 2 to this resolution is approved.

Section 2: The amended Fare Structure as shown in Exhibit 1 to this resolution is adopted and shall be effective beginning January 1, 2020, or as otherwise indicated in Exhibit 1.

Mr. Jackson seconded and the item was approved unanimously.

18. This item will be discussed at Committee-of-the-Whole only.

19. This item will be discussed at Committee-of-the-Whole only.

20. This item will be discussed at Committee-of-the-Whole only.

21. This item will be discussed at Committee-of-the-Whole only.

Other Items:

22. Public Comments

There were no additional individuals to address the Board.

23. This item will be discussed in Committee-of-the-Whole only.

General Items:

24. Adjournment:

There being no further business to discuss, the meeting was adjourned at 7:08 p.m.

Josefina Chavira, CAP
Board Committee Secretary

/jc

+ Same Night Item
* Briefing Item
DATE: January 14, 2020

SUBJECT: Approval of an Interlocal Funding Agreement Between DART and the Town of Addison to Fund Eligible Street Repair and Local Assistance Program (LAP) Project

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute an interlocal funding agreement with the Town of Addison, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review, for Street Repair and Local Assistance Program (LAP) project in the total authorized amount not to exceed $441,519.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Public Affairs and Communication Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda

FINANCIAL CONSIDERATIONS

. Funding for the street repair project described in this agreement is included in the Transportation System Management (TSM) Street Repair project budget of the approved FY 2020 Capital Budget.

. Sufficient funding for this street repair and local assistance program project in the amount of $441,519 is included in both the TSM Street Repair project budget and the General Mobility - Road Improvement Capital line item of the FY 2020 Twenty-Year Financial Plan.

BUSINESS PURPOSE

. This agreement will assist DART in achieving Board Strategic Priority 2: Optimize and preserve (state of good repair) the existing transit system.

. On November 22, 1994 (Resolution No. 940335), the Board approved a Street Repair Policy to permit DART to cooperate with service area cities to accomplish needed repairs on streets where the damage was caused by buses.

. On August 27, 1996 (Resolution No. 960153), the DART Board approved Policy IV.05 Local Assistance Program/Congestion Management Systems (LAP/CMS) and related guidelines. This policy specified that the LAP/CMS program was part of the Transit System Plan and would provide mobility benefits supportive of the public transportation system by providing financial
assistance for “Complementary Transportation Services” to the DART cities not scheduled for rail service by 1996.

- Legislation was filed in the Texas Legislature in April of 1997 to require DART to implement a road maintenance fund to repair pavement damage done to local streets by DART buses. A Texas legislative committee considering this legislation suggested that DART and its cities develop a local solution to the issue or the legislature would enact a state legislative mandate similar to those in Houston and Austin.

- On April 22, 1997 (Resolution No. 970068), the DART Board authorized a transit-beneficial street repair program for roads and for intelligent transportation system investments, such as traffic signals.

- The program required a “Call for Projects” from the cities requesting street repair of pavement damaged by DART buses, verified by an independent engineering report. On September 30, 1997 (Resolution No. 970192), the DART Board authorized $2.6 million for each of five years, totaling $13 million. These funds are divided proportionately between the service area cities based upon the percentage of street miles of bus operation within each city.

- In June 2019, the Board of Directors requested the Executive Director/President request that municipalities program the remaining Street Repair and Local Assistance Program funding by December 31, 2019, and expend the remaining funding by December 31, 2020.

- In October 2019, the Town of Addison informed DART that the Town would use its remaining street repair and local assistance funding of $441,519, to assist in funding a major street repair improvement on Belt Line Road between Marsh Lane and Midway Road (see Attachment 1).

- The proposed project will complete sidewalk gaps along Belt Line Road and add additional bus shelters at select DART stops along the corridor. When complete, all bus stops will include seating, accessible paving and trash receptacles.

- This project has been determined by DART staff as consistent with the Street Repair Program and the Local Assistance Program regulations and directly benefits the DART bus system.

- The Town of Addison has agreed to take the lead in procuring and contracting for the design and construction services necessary to complete this project. The Town will also maintain the shelters and benches that are part of the project.

- The Town acknowledges that payment by DART for the project is described in Exhibit “A” of Exhibit 1 to the resolution and is limited to the maximum funding amount of $441,519.

- Within 15 days after completion of the Belt Line Road project, the Town shall provide to DART a “Certificate of Acceptance and Final Completion” acknowledging that the project has been completed and has been accepted by the Town of Addison.

**LEGAL CONSIDERATIONS**

Section 452.001 of the Texas Transportation Code defines complementary transportation services as assistance in street modifications as necessary to accommodate the public transportation system.

Section 452.056(a) of the Texas Transportation Code authorizes DART to acquire, construct, develop, plan, own, operate and maintain a public transportation system.
### Remaining Balances for Street Repair, LAP, PASS Funding

<table>
<thead>
<tr>
<th>City</th>
<th>Street Repair Total Allocated</th>
<th>Street Repair Total Used</th>
<th>Street Repair Remaining Balance</th>
<th>LAP Funding Balance</th>
<th>PASS Balance</th>
<th>Street Repair PASS &amp; LAP Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas</td>
<td>$10,454,932</td>
<td>$5,471,392</td>
<td>$4,983,540</td>
<td>$0.00</td>
<td>$4,635,565</td>
<td>$9,619,105</td>
</tr>
<tr>
<td>Cockrell Hill</td>
<td>$43,684</td>
<td>$43,684</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Highland Park</td>
<td>$93,986</td>
<td>$93,986</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Dallas County</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$23,235</td>
<td>$0</td>
<td>$23,235</td>
</tr>
<tr>
<td>Glenn Heights</td>
<td>$5,295</td>
<td>$5,295</td>
<td>$0</td>
<td>$65.00</td>
<td>$0</td>
<td>$65.00</td>
</tr>
<tr>
<td>Garland</td>
<td>$444,778</td>
<td>$168,021</td>
<td>$276,757</td>
<td>$0</td>
<td>$2,926,076</td>
<td>$3,202,833</td>
</tr>
<tr>
<td>Farmers Branch</td>
<td>$152,231</td>
<td>$44,800</td>
<td>$107,431</td>
<td>$0</td>
<td>$0</td>
<td>$107,431</td>
</tr>
<tr>
<td>Addison</td>
<td>$135,022</td>
<td>$0</td>
<td>$135,022</td>
<td>$306,497</td>
<td>$0</td>
<td>$441,519</td>
</tr>
<tr>
<td>Carrollton</td>
<td>$246,216</td>
<td>$0</td>
<td>$246,216</td>
<td>$203,239</td>
<td>$0</td>
<td>$449,455</td>
</tr>
<tr>
<td>Irving</td>
<td>$700,261</td>
<td>$0</td>
<td>$700,261</td>
<td>$50,000</td>
<td>$0</td>
<td>$750,261</td>
</tr>
<tr>
<td>Plano</td>
<td>$386,533</td>
<td>$181,000</td>
<td>$205,533</td>
<td>$0</td>
<td>$0</td>
<td>$205,533</td>
</tr>
<tr>
<td>Richardson</td>
<td>$385,210</td>
<td>$54,620</td>
<td>$330,590</td>
<td>$0</td>
<td>$0</td>
<td>$330,590</td>
</tr>
<tr>
<td>Rowlett</td>
<td>$54,274</td>
<td>$0</td>
<td>$54,274</td>
<td>$0</td>
<td>$0</td>
<td>$54,274</td>
</tr>
<tr>
<td>University Park</td>
<td>$137,669</td>
<td>$0</td>
<td>$137,669</td>
<td>$0</td>
<td>$0</td>
<td>$137,669</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$13,240,091</strong></td>
<td><strong>$6,062,798</strong></td>
<td><strong>$7,177,293</strong></td>
<td><strong>$583,036</strong></td>
<td><strong>$7,561,641</strong></td>
<td><strong>$15,321,970</strong></td>
</tr>
</tbody>
</table>

As of November 18, 2019, all Cities have notified DART for the use of their funds.
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of an Interlocal Funding Agreement Between DART and the Town of Addison to Fund Eligible Street Repair and Local Assistance Program (LAP) Project

WHEREAS, on November 22, 1994 (Resolution No. 940335), the DART Board of Directors approved a Street Repair Policy permitting DART to assist service area cities to accomplish needed street repairs where damages were caused by DART buses; and

WHEREAS, on August 27, 1996 (Resolution No. 960153), the DART Board approved Policy IV.05 Local Assistance Program/Congestion Management Systems (LAP/CMS) and related guidelines. This policy specified that the LAP/CMS program was part of the Transit System Plan and would provide mobility benefits supportive of the public transportation system by providing financial assistance for “Complementary Transportation Services” to the DART cities not scheduled for rail service by 1996; and

WHEREAS, on April 22, 1997 (Resolution No. 970068), the Board of Directors authorized the staff to prepare a Street Repair Program process to identify street repair projects for funding consideration based upon available funding; and

WHEREAS, DART has determined that the Town of Addison has $441,519 remaining in its DART allocation of street repair and LAP funding; and

WHEREAS, DART has reviewed the proposed project on Belt Line Road between Marsh Lane and determined that it is eligible for street repair program funding in the DART Street Repair account for Town of Addison; and

WHEREAS, the Town of Addison has agreed to take the lead in procuring, designing, contracting, and managing the construction project for the Belt Line Road Street improvements; and

WHEREAS, funding for the street repair project described in this agreement is within current Budget and FY 2020 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to execute an interlocal funding agreement with the Town of Addison, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review, for Street Repair and Local Assistance Program (LAP) project, in the total authorized amount not to exceed $441,519.
Approval of an Interlocal Funding Agreement Between DART and the Town of Addison to Fund Eligible Street Repair and Local Assistance Program (LAP) Project

Prepared by: Todd Plesko
Vice President
Planning and Development

Approved by: Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
INTERLOCAL AGREEMENT

BETWEEN

DALLAS AREA RAPID TRANSIT AND TOWN OF ADDISON, TEXAS

RELATED TO PROCUREMENT AND FINANCIAL MATTERS
FOR IMPLEMENTATION OF THE APPROVED TOWN OF
ADDISON, TEXAS STREET REPAIR-LAP PROJECT

This Interlocal Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and Town of Addison, Texas (the "Town"), a Texas home rule municipal corporation, (each a “Party” and collectively referred to as "the Parties") acting by and through their respective representatives.

RECITALS

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or designee to implement a Street Repair Program (the “Program”) in 1997 as stipulated in Board Resolution No. 970192, and

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or designee to implement a Local Assistance Program (the “Program”) in 1996 as stipulated in Board Resolution No. 960153, and

WHEREAS, the Town has identified certain eligible Transit Enhancement projects (the “Projects”) and submitted the Projects for inclusion in this Program, as listed in "Exhibit A” and incorporated herein for all purposes, and

WHEREAS, DART has verified that the Projects meet the Program criteria, and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street improvements, and

WHEREAS, it is the desire of the Town to enter into an agreement with DART for implementation of the Project, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:
1. **CONTRACT PERIOD**

   This Agreement becomes effective upon the last date of execution hereof by a Party (the "Effective Date") and terminates upon Town's tender of the "Certificate of Final Completion" to DART, subject to events of force majeure, no later than January 1, 2021.

2. **MAXIMUM FUNDING**

   The maximum, not-to-exceed amount of the Program funding to be provided by DART for Projects pursuant to this Agreement is Four Hundred Forty-One Thousand Twenty-Two Dollars ($441,022) to be paid as set forth herein ("Maximum Amount").

3. **ENGINEERING RESPONSIBILITIES**

   Town shall prepare plans, surveys, designs and engineering and all other documents necessary for procurement and award of a construction contract for the Projects, including by example and not limitation, the plans, specifications and engineer's estimate (the “Approved Plans”). The engineering plans prepared under this Agreement will be based on the Town’s applicable design standards.

4. **ELIGIBLE PROJECTS**

   To be eligible for reimbursement to Town under the Program, the Project must be authorized under and consistent with the provisions of Chapter 452 of the Texas Transportation Code. The Project may include planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, equipment, testing, inspection, surveying, traffic control systems and additional work regarding utilities, field changes, supplemental agreements or additional change orders that may become necessary for or to the design and construction of the Project (Eligible Costs”). Town acknowledges that payment by DART for the Project shall include only the Eligible Costs for the Project and is limited by the Maximum Amount set forth in Section 2 hereof.

5. **CONSTRUCTION**

   Town shall cause its contractor to perform the construction of the Project in accordance with the Approved Plans. Town shall supervise and inspect all Project work and shall provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the Approved Plans, the construction and implementation of the Project is fully completed, and the Project is functioning as anticipated. Town agrees and acknowledges that DART has no obligations with respect to inspection, supervision, functionality or warranty of any Project and that all aspects, including design and construction, of the Project are controlled by and the responsibility of the Town.
Within fifteen (15) business days after completion of the Project Town shall provide to DART a "Certificate of Acceptance and Final Completion", acknowledging that the Project has been completed in accordance with the Approved Plans.

6. MAINTENANCE AND WARRANTY REQUIREMENTS

Upon completion of the Project, Town shall be responsible for the maintenance of the Project. Town shall require its contractor(s) to provide a maintenance bond or other warranty for all work related to the Project against defects in materials and workmanship for a minimum period of one (1) year from completion of the Project.

7. FUNDING AND REIMBURSEMENT PROCEDURES

a. Town shall provide to DART a schedule of total Project costs and a schedule for completion by Project. Town shall provide DART a monthly invoice for payment of Eligible Cost for the Project incurred and paid by the Town accompanied by paid invoices and other written evidence of the Eligible Costs incurred and paid by the Town and a written certification from an engineer specifying the Project work that has been completed as of the date of the invoice, and providing any reasons for material delays or deviation from the construction schedule if any. DART shall within thirty (30) days after receipt of the written invoice, reimburse Town for Eligible Costs for the Project for completed Project work based upon written invoice.

b. Any Project costs in excess of the Maximum Amount shall be paid by Town.

c. DART shall remit funds to Town by electronic transfer or by a check made payable to Town within thirty (30) days after receipt by DART of the written invoice and related required documentation.

8. OWNERSHIP OF DOCUMENTS

Upon termination of this Agreement, the Approved Plans shall become the property of the Town. Town shall provide DART a copy of as-builts for the Project (at no cost to DART) within 30 days of completion of each Project.

9. MISCELLANEOUS

a. Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

b. Entire Agreement. The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and Town with respect to the subject matter hereof. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto and which are incorporated herein.
c. **Amendment.** This Agreement may not be amended except by the mutual agreement of the Parties. The Town Manager for the Town, or designee is authorized to execute on behalf of the Town any amendments to, or other instruments related to this Agreement.

d. **Termination.** This Agreement shall terminate upon written notice by either Party, if the other Party breaches or is in default of this Agreement and such breach or default is not cured within ninety (90) days after written notice thereof. Upon written termination by the non-defaulting Party, unspent funds and misapplied funds, if any, provided to Town shall be refunded to DART and neither Party shall have further obligation to the other pursuant to this Agreement thereafter.

e. **Governing Law and Construction.** This Agreement shall be governed by the laws of the State of Texas. The Parties agree that venue for any action shall be in state district court of Dallas County, Texas.

f. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

g. **Terminology.** “Hereunder,” “hereof,” and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.

h. **Counterparts.** This Agreement may be executed in any number of counterparts, each deemed to be an original.

i. **Authority to Execute.** The individual signatories below each represent they have authority to sign for and bind the respective Party.

j. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered:

**TOWN:**
Town of Addison  
Town Hall  
5300 Belt Line Rd.  
Dallas, TX 75254  
Attn: Wes Pierson  
Town Manager

**COPY:**
Town of Addison  
5300 Belt Line Rd.  
Addison, Texas 75254  
Attn: _______________  
Town Attorney
k. Current Funds. Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party.

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

(SIGNATURES ON THE FOLLOWING PAGE)
EXECUTED this the _______ day of __________, 2019.

DALLAS AREA RAPID TRANSIT   TOWN OF ADDISON, TEXAS

By: ___________________________  By: ___________________________

Gary C. Thomas               ________________
President/Executive Director  Town Manager

Date: ________________     Date: ________________

APPROVED AS TO FORM:

By: ___________________________

__________________________
Town Attorney

Date: ______________________
Exhibit “A”

Project Location

Scope of Work:

The project will include:

- Street repair improvement on Belt Line Road between Marsh Lane and Midway Road.

- Complete sidewalk gaps along Belt Line Road and add additional bus shelters at select DART stops along the corridor. When complete, all bus stops will include seating, accessible paving and trash receptacles.

- The Town of Addison will take the lead in procuring and contracting for the design and construction services necessary to complete this project.

- The Town will also maintain the shelters and benches that are part of the project.

- Within 15 days after completion of the Belt Line Road project, the Town shall provide to DART a “Certificate of Acceptance and Final Completion” acknowledging that the project has been completed and has been accepted by the Town of Addison.
Agenda Report

DATE: January 14, 2020

SUBJECT: Approval of an Interlocal Funding Agreement Between DART and the City of Irving to Fund Eligible Street Repair and Local Assistance Program (LAP) Project

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute an interlocal funding agreement with the City of Irving, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review, for Street Repair and Local Assistance Program (LAP) project in the total authorized amount not to exceed $750,261.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Public Affairs and Communication Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda

FINANCIAL CONSIDERATIONS

. Funding for the street repair project described in this agreement is included in the Transportation System Management (TSM) Street Repair project budget of the approved FY 2020 Capital Budget.

. Sufficient funding for this street repair and local assistance project in the amount of $750,261 is included in both the TSM Street Repair project budget and the General Mobility - Road Improvement Capital line item of the FY 2020 Twenty-Year Financial Plan.

BUSINESS PURPOSE

. This agreement will assist DART in achieving Board Strategic Priority 2: Optimize and preserve (state of good repair) the existing transit system.

. On November 22, 1994 (Resolution No. 940335), the DART Board approved a Street Repair Policy to permit DART to cooperate with service area cities to accomplish needed repairs on streets where the damage was caused by buses.

. On August 27, 1996 (Resolution No. 960153), the DART Board approved Policy IV.05 Local Assistance Program/Congestion Management Systems (LAP/CMS) and related guidelines. This policy specified that the LAP/CMS program was part of the Transit System Plan and would provide mobility benefits supportive of the public transportation system by providing financial
assistance for “Complementary Transportation Services” to the DART cities not scheduled for rail service by 1996.

- Legislation was filed in the Texas Legislature in April of 1997 to require DART to implement a road maintenance fund to repair pavement damage done to local streets by DART buses. A Texas legislative committee considering this legislation suggested that DART and its cities develop a local solution to the issue or the legislature would enact a state legislative mandate similar to those in Houston and Austin.

- On April 22, 1997 (Resolution No. 970068), the DART Board authorized a transit-beneficial street repair program for roads and for intelligent transportation system investments, such as traffic signals.

- The program required a “Call for Projects” from the cities requesting street repair of pavement damaged by DART buses, verified by an independent engineering report. On September 30, 1997 (Resolution No. 970192), the DART Board authorized $2.6 million for each of five years, totaling $13 million. These funds are divided proportionately between the service area cities based upon the percentage of street miles of bus operation within each city.

- In June 2019, the City of Irving informed DART that the City would use its remaining street repair funding of $750,261, to assist in funding a major improvement on streets where Route 501 operates in Irving between the Downtown Irving/Heritage Crossing TRE Station and the Irving Convention Center Station (see Attachment 1). This project has been determined by DART staff as consistent with the Street Repair Program and directly benefits the DART bus system.

- The City of Irving has agreed to take the lead in procuring and contracting for the design and construction services necessary to complete this project. The City acknowledges that payment by DART for the project is described in Exhibit “A” of Exhibit 1 to the resolution and is limited to the maximum funding amount of $750,261.

- Within 15 days after completion of the project, the City shall provide to DART a “Certificate of Acceptance and Final Completion” acknowledging that the project has been completed and has been accepted by the City of Irving.

LEGAL CONSIDERATIONS

Section 452.001 of the Texas Transportation Code defines complementary transportation services as assistance in street modifications as necessary to accommodate the public transportation system.

Section 452.056(a) of the Texas Transportation Code authorizes DART to acquire, construct, develop, plan, own, operate and maintain a public transportation system.
# Remaining Balances for Street Repair, LAP, PASS Funding

<table>
<thead>
<tr>
<th>City</th>
<th>Street Repair Total Allocated</th>
<th>Street Repair Total Used</th>
<th>Street Repair Remaining Balance</th>
<th>LAP Funding Balance</th>
<th>PASS Balance</th>
<th>Street Repair PASS &amp; LAP Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas</td>
<td>$10,454,932</td>
<td>$5,471,392</td>
<td>$4,983,540</td>
<td>$0.00</td>
<td>$4,635,565</td>
<td>$9,619,105</td>
</tr>
<tr>
<td>Cockrell Hill</td>
<td>$43,684</td>
<td>$43,684</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Highland Park</td>
<td>$93,986</td>
<td>$93,986</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Dallas County</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$23,235</td>
<td>$0</td>
<td>$23,235</td>
</tr>
<tr>
<td>Glenn Heights</td>
<td>$5,295</td>
<td>$5,295</td>
<td>$0</td>
<td>$65.00</td>
<td>$0</td>
<td>$65.00</td>
</tr>
<tr>
<td>Garland</td>
<td>$444,778</td>
<td>$168,021</td>
<td>$276,757</td>
<td>$0</td>
<td>$2,926,076</td>
<td>$3,202,833</td>
</tr>
<tr>
<td>Farmers Branch</td>
<td>$152,231</td>
<td>$44,800</td>
<td>$107,431</td>
<td>$0</td>
<td>$0</td>
<td>$107,431</td>
</tr>
<tr>
<td>Addison</td>
<td>$135,022</td>
<td>$0</td>
<td>$135,022</td>
<td>$306,497</td>
<td>$0</td>
<td>$441,519</td>
</tr>
<tr>
<td>Carrollton</td>
<td>$246,216</td>
<td>$0</td>
<td>$246,216</td>
<td>$203,239</td>
<td>$0</td>
<td>$449,455</td>
</tr>
<tr>
<td>Irving</td>
<td>$700,261</td>
<td>$0</td>
<td>$700,261</td>
<td>$50,000</td>
<td>$0</td>
<td>$750,261</td>
</tr>
<tr>
<td>Plano</td>
<td>$386,533</td>
<td>$181,000</td>
<td>$205,533</td>
<td>$0</td>
<td>$0</td>
<td>$205,533</td>
</tr>
<tr>
<td>Richardson</td>
<td>$385,210</td>
<td>$54,620</td>
<td>$330,590</td>
<td>$0</td>
<td>$0</td>
<td>$330,590</td>
</tr>
<tr>
<td>Rowlett</td>
<td>$54,274</td>
<td>$0</td>
<td>$54,274</td>
<td>$0</td>
<td>$0</td>
<td>$54,274</td>
</tr>
<tr>
<td>University Park</td>
<td>$137,669</td>
<td>$0</td>
<td>$137,669</td>
<td>$0</td>
<td>$0</td>
<td>$137,669</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$13,240,091</strong></td>
<td><strong>$6,062,798</strong></td>
<td><strong>$7,177,293</strong></td>
<td><strong>$583,036</strong></td>
<td><strong>$7,561,641</strong></td>
<td><strong>$15,321,970</strong></td>
</tr>
</tbody>
</table>

As of November 18, 2019, all Cities have notified DART for the use of their funds.
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of an Interlocal Funding Agreement Between DART and the City of Irving to Fund Eligible Street Repair and Local Assistance Program (LAP) Project

WHEREAS, on November 22, 1994 (Resolution No. 940335), the DART Board of Directors approved a Street Repair Policy permitting DART to assist service area cities to accomplish needed street repairs where damages were caused by DART buses; and

WHEREAS, on August 27, 1996 (Resolution No. 960153), the DART Board approved Policy IV.05 Local Assistance Program/Congestion Management Systems (LAP/CMS) and related guidelines. This policy specified that the LAP/CMS program was part of the Transit System Plan and would provide mobility benefits supportive of the public transportation system by providing financial assistance for “Complementary Transportation Services” to the DART cities not scheduled for rail service by 1996; and

WHEREAS, on April 22, 1997 (Resolution No. 970068), the DART Board of Directors authorized the staff to prepare a Street Repair Program process to identify street repair projects for funding consideration based upon available funding; and

WHEREAS, DART has determined that the City of Irving has $750,261 remaining in its DART allocation of street repair and local assistance funding; and

WHEREAS, DART has reviewed the proposed project and determined that it is eligible for street repair and local assistance program funding for City of Irving; and

WHEREAS, the City of Irving has agreed to take the lead in procuring, designing, contracting, and managing the construction project for the Route 501 Street repair improvements; and

WHEREAS, funding for the street repair project described in this agreement is within current Budget and FY 2020 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to execute an interlocal funding agreement with the City of Irving, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review, for an eligible for Street Repair and Local Assistance Program (LAP) project, in the total authorized amount not to exceed $750,261.
Approval of an Interlocal Funding Agreement Between DART and the City of Irving to Fund Eligible Street Repair and Local Assistance Program (LAP) Project

Prepared by: Todd Plesko
Vice President
Planning and Development

Approved by: Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
INTERLOCAL AGREEMENT

BETWEEN

DALLAS AREA RAPID TRANSIT AND CITY OF IRVING, TEXAS

FOR IMPLEMENTATION OF CITY OF IRVING, TEXAS STREET REPAIR & LAP PROJECTS

This Interlocal Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and City of Irving, Texas (the "City"), a Texas home rule municipal corporation, (each a “Party” and collectively referred to as "the Parties") acting by and through their respective representatives.

RECITALS

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or designee to implement a Street Repair Program (the “Street Repair Program”) in 1997 as stipulated in Board Resolution No. 970192, and

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or designee to implement a Local Assistance Program (the “LAP Program”) in 1996 as stipulated in Board Resolution No. 960153, and

WHEREAS, the City has identified certain eligible transit enhancement projects (the “Projects”) and submitted the Projects for inclusion in the Street Repair Program and the LAP Program (collectively, the “DART Funding Programs”), as listed in "Exhibit A" and incorporated herein for all purposes, and

WHEREAS, DART has verified that the Projects meet the DART Funding Programs criteria, and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with each other for the performance of governmental functions and services, including the joint funding of road or street construction, maintenance, repair, and improvements, and

WHEREAS, it is the desire of the City to enter into an agreement with DART for implementation of the Projects, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:
1. **CONTRACT PERIOD**

This Agreement becomes effective upon the last date of execution hereof by a Party (the “Effective Date”) and terminates upon: the earlier of: (A) City's tender to DART of an affidavit from a City authorized representative indicating all Projects are complete and fully functional, or (B) January 1, 2021.

2. **MAXIMUM FUNDING**

The maximum, not-to-exceed amount of the funding to be provided by DART for Projects pursuant to this Agreement is Seven Hundred Fifty Thousand Two Hundred Sixty One Dollars ($750,261) to be paid as set forth herein (“Maximum Amount”).

3. **ENGINEERING RESPONSIBILITIES**

City shall prepare plans, surveys, designs and engineering, specifications, scope and any and all other documents necessary for procurement and award of a construction contract for the Projects, including by example and not limitation, the plans, specifications and engineer's estimate (the “Approved Plans”). The engineering plans prepared under this Agreement will be based on the City’s applicable design standards.

4. **ELIGIBLE PROJECTS**

To be eligible for reimbursement by DART to City under the DART Funding Programs, the Project must be authorized under and consistent with the provisions of Chapter 452 of the Texas Transportation Code. The Project may include planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, maintenance, repairs, equipment, testing, inspection, surveying, traffic control systems and additional work regarding utilities, field changes, supplemental agreements or additional change orders that may become necessary for or to the design and construction of the Project (Eligible Costs”). City acknowledges that payment by DART for the Project shall include only the Eligible Costs for the Project and is limited by the Maximum Amount set forth in Section 2 hereof.

5. **CONSTRUCTION**

City shall cause its contractors, if any, to perform the construction of the Projects in accordance with the Approved Plans. City shall supervise and inspect all Projects work and shall provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the Approved Plans, the construction and implementation of the Project is fully completed, and the Project is functioning as anticipated. City agrees and acknowledges that DART has no obligations with respect to inspection, supervision, functionality or warranty of any Project and that all aspects,
including design and construction, of the Project are controlled by and the responsibility of the City.

Within fifteen (15) business days after completion of the Project, City shall provide to DART a "Certificate of Acceptance and Final Completion", acknowledging that the Project has been completed in accordance with the Approved Plans.

6. MAINTENANCE AND WARRANTY REQUIREMENTS

Upon completion of the Project, City shall be responsible for the maintenance of the Project. City shall require its contractor(s) to provide a maintenance bond or other warranty for all work related to the Project against defects in materials and workmanship for a minimum period of one (1) year from completion of the Projects or as otherwise required by applicable provisions of the Texas Local Government Code and Texas Government Code.

7. FUNDING AND REIMBURSEMENT PROCEDURES

a. City shall provide to DART a schedule of total Project costs and a schedule for completion by Project. City shall provide DART a monthly invoice for payment of Eligible Cost for the Project incurred and paid by the City accompanied by paid invoices and other written evidence of the Eligible Costs incurred and paid by the City and a written certification from an engineer or other representative overseeing the Project designated by the City specifying the Project work that has been completed as of the date of the invoice, and providing any reasons for material delays or deviation from the construction schedule if any. DART shall within thirty (30) days after receipt of the written invoice, reimburse City for Eligible Costs for the Project for completed Project work based upon written invoice

b. Any Project costs in excess of the Maximum Amount shall be paid by City.

c. DART shall remit funds to City by electronic transfer or by a check made payable to City within thirty (30) days after receipt by DART of the written invoice and related required documentation.

8. OWNERSHIP OF DOCUMENTS

Upon termination of this Agreement, the Approved Plans shall become the property of the City. City shall provide DART a copy of as-buils for the Project (at no cost to DART) within 30 days of completion of each Project.

9. MISCELLANEOUS

a. Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

b. Entire Agreement. The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and City with respect to the subject matter hereof. There is no other collateral oral or written Agreement between
the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto and which are incorporated herein.

c. **Amendment.** This Agreement may not be amended except by the mutual agreement of the Parties.

d. **Termination.** This Agreement shall terminate upon written notice by either Party, if the other Party breaches or is in default of this Agreement and such breach or default is not cured within ninety (90) days after written notice thereof. Upon written termination by the non-defaulting Party, unspent funds and misapplied funds, if any, provided to City shall be refunded to DART and neither Party shall have further obligation to the other pursuant to this Agreement thereafter.

e. **Governing Law and Construction.** This Agreement shall be governed by the laws of the State of Texas. The Parties agree that venue for any action shall be in state district court of Dallas County, Texas.

f. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

g. **Terminology.** “Hereunder,” “hereof,” and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.

h. **Counterparts.** This Agreement may be executed in any number of counterparts, each deemed to be an original.

i. **Authority to Execute.** The individual signatories below each represent they have authority to sign for and bind the respective Party.

j. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered:

CITY: 

Attention: Ramiro Lopez  
Assistant City Manager  
City of Irving  
825 W. Irving Blvd.  
Irving, TX 75060

With copy to: City Attorney  
City of Irving  
825 W. Irving Blvd., 4th Floor  
Irving, Texas 75060
DART: Todd Plesko  
VP Service Planning and Scheduling  
Dallas Area Rapid Transit  
1401 Pacific Ave.  
Dallas, TX 75202

k. Current Funds. Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party.

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

(SIGNATURES ON THE FOLLOWING PAGE)
DALLAS AREA RAPID TRANSIT  

By: __________________________
Gary C. Thomas
President Executive Director
Date: _______________________

CITY OF IRVING, TEXAS

By: __________________________
Richard H. Stopfer
Mayor
Date: _______________________

APPROVED AS TO FORM:

By: __________________________
Kuruvilla Oommen
City Attorney
Date: _______________________

ATTEST:

By: __________________________
Shanae Jennings
City Secretary
Date: _______________________

Exhibit 1
Exhibit “A”

See bus route 501 map below, defining generally the streets in City contemplated to be improved. City may designate certain street segments reflected on map for improvement at City’s option, provided that the street segments improved under this agreement are within bus route 501.
Agenda Report

DATE: January 14, 2020

SUBJECT: Approval of an Interlocal Funding Agreement Between DART and the City of Carrollton to Fund Eligible Street Repair and Local Assistance Program (LAP) Project

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute an interlocal funding agreement with the City of Carrollton, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review, for a Street Repair and Local Assistance Program (LAP) project in the total authorized amount not to exceed $449,455.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Public Affairs and Communication Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda

FINANCIAL CONSIDERATIONS

. Funding for the street repair project described in this agreement is included in the Transportation System Management (TSM) Street Repair and Local Assistance Program project budgets of the approved FY 2020 Capital Budget.

. Sufficient funding for this street repair and local assistance project in the amount of $449,455 is included in both the TSM Street Repair project budget and the General Mobility - Road Improvement Capital line item of the FY 2020 Twenty-Year Financial Plan.

BUSINESS PURPOSE

. This agreement will assist DART in achieving Board Strategic Priority 2: Optimize and preserve (state of good repair) the existing transit system.

. On November 22, 1994 (Resolution No. 940335), the DART Board approved a Street Repair Policy to permit DART to cooperate with service area cities to accomplish needed repairs on streets where the damage was caused by buses.

. On August 27, 1996 (Resolution No. 960153), the Board approved Policy IV.05 Local Assistance Program/Congestion Management Systems (LAP/CMS) and related guidelines. This policy specified that the LAP/CMS program was part of the Transit System Plan and would provide mobility benefits supportive of the public transportation system by providing financial
assistance for “Complementary Transportation Services” to the DART cities not scheduled for rail service by 1996.

- Legislation was filed in the Texas Legislature in April of 1997 to require DART to implement a road maintenance fund to repair pavement damage done to local streets by DART buses. A Texas legislative committee considering this legislation suggested that DART and its cities develop a local solution to the issue or the legislature would enact a state legislative mandate similar to those in Houston and Austin.

- On April 22, 1997 (Resolution No. 970068), the DART Board authorized a transit-beneficial street repair program for roads and for intelligent transportation system investments, such as traffic signals.

- The program required a “Call for Projects” from the cities requesting street repair of pavement damaged by DART buses, verified by an independent engineering report. On September 30, 1997 (Resolution No. 970192), the DART Board authorized $2.6 million for each of five years, totaling $13 million. These funds are divided proportionately between the service area cities based upon the percentage of street miles of bus operation within each city.

- In November 2019, the City of Carrollton informed DART that the City would use its remaining street repair and Local Assistance funding totaling $449,455 to reimburse expenditures for a major improvement on Frankford Road between Josey Lane and Standridge Drive.

- The project included full reconstruction of the roadway, including a median, sidewalks and four bus stops with specialized benches and shelters.

- This project has been determined by DART staff as consistent with the Street Repair Program and Local Assistance Program and directly benefits the DART bus system.

- The City of Carrollton has procured and contracted for the design and construction services necessary to complete this project. The City acknowledges that payment by DART for the project is described in Exhibit “A” of Exhibit 1 to the resolution and is limited to the maximum funding amount of $449,455, even though the total project cost was $3.9 million.

- After completion of the Frankford Road project, the City will provide to DART a “Certificate of Acceptance and Final Completion” acknowledging that the project has been completed and has been accepted by the City of Carrollton.

**LEGAL CONSIDERATIONS**

Section 452.001 of the Texas Transportation Code defines complementary transportation services as assistance in street modifications as necessary to accommodate the public transportation system.

Section 452.056(a) of the Texas Transportation Code authorizes DART to acquire, construct, develop, plan, own, operate and maintain a public transportation system.
### Remaining Balances for Street Repair, LAP, PASS Funding

<table>
<thead>
<tr>
<th>City</th>
<th>Street Repair Total Allocated</th>
<th>Street Repair Total Used</th>
<th>Street Repair Remaining Balance</th>
<th>LAP Funding Balance</th>
<th>PASS Balance</th>
<th>Street Repair PASS &amp; LAP Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas</td>
<td>$10,454,932</td>
<td>$5,471,392</td>
<td>$4,983,540</td>
<td>$0.00</td>
<td>$4,635,565</td>
<td>$9,619,105</td>
</tr>
<tr>
<td>Cockrell Hill</td>
<td>$43,684</td>
<td>$43,684</td>
<td>$0</td>
<td>$0.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Highland Park</td>
<td>$93,986</td>
<td>$93,986</td>
<td>$0</td>
<td>$0.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Dallas County</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$23,235</td>
<td>$0</td>
<td>$23,235</td>
</tr>
<tr>
<td>Glenn Heights</td>
<td>$5,295</td>
<td>$5,295</td>
<td>$0</td>
<td>$65.00</td>
<td>$0</td>
<td>$65.00</td>
</tr>
<tr>
<td>Garland</td>
<td>$444,778</td>
<td>$168,021</td>
<td>$276,757</td>
<td>$0.00</td>
<td>$2,926,076</td>
<td>$3,202,833</td>
</tr>
<tr>
<td>Farmers Branch</td>
<td>$152,231</td>
<td>$44,800</td>
<td>$107,431</td>
<td>$0.00</td>
<td>$0</td>
<td>$107,431</td>
</tr>
<tr>
<td>Addison</td>
<td>$135,022</td>
<td>$0</td>
<td>$135,022</td>
<td>$306,497</td>
<td>$0</td>
<td>$441,519</td>
</tr>
<tr>
<td>Carrollton</td>
<td>$246,216</td>
<td>$0</td>
<td>$246,216</td>
<td>$203,239</td>
<td>$0</td>
<td>$449,455</td>
</tr>
<tr>
<td>Irving</td>
<td>$700,261</td>
<td>$0</td>
<td>$700,261</td>
<td>$50,000</td>
<td>$0</td>
<td>$750,261</td>
</tr>
<tr>
<td>Plano</td>
<td>$386,533</td>
<td>$181,000</td>
<td>$205,533</td>
<td>$0.00</td>
<td>$0</td>
<td>$205,533</td>
</tr>
<tr>
<td>Richardson</td>
<td>$385,210</td>
<td>$54,620</td>
<td>$330,590</td>
<td>$0.00</td>
<td>$0</td>
<td>$330,590</td>
</tr>
<tr>
<td>Rowlett</td>
<td>$54,274</td>
<td>$0</td>
<td>$54,274</td>
<td>$0.00</td>
<td>$0</td>
<td>$54,274</td>
</tr>
<tr>
<td>University Park</td>
<td>$137,669</td>
<td>$0</td>
<td>$137,669</td>
<td>$0.00</td>
<td>$0</td>
<td>$137,669</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$13,240,091</strong></td>
<td><strong>$6,062,798</strong></td>
<td><strong>$7,177,293</strong></td>
<td><strong>$583,036</strong></td>
<td><strong>$7,561,641</strong></td>
<td><strong>$15,321,970</strong></td>
</tr>
</tbody>
</table>

As of November 18, 2019, all Cities have notified DART for the use of their funds.
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of an Interlocal Funding Agreement Between DART and the City of Carrollton to Fund Eligible Street Repair and Local Assistance Program (LAP) Project

WHEREAS, on November 22, 1994 (Resolution No. 940335), the DART Board of Directors approved a Street Repair Policy permitting DART to assist service area cities to accomplish needed street repairs where damages were caused by DART buses; and

WHEREAS, on August 26, 1996 (Resolution 960153), the Board of Directors approved the Local Assistance Program/Congestion Management Systems (LAP/CMS) and related guidelines. This policy specified that the LAP/CMS program was part of the Transit System Plan and would provide mobility benefits supportive of the public transportation system by providing financial assistance for “Complementary Transportation Services” to the DART cities not scheduled for rail service by 1996; and

WHEREAS, on April 22, 1997 (Resolution No. 970068), the DART Board of Directors authorized the staff to prepare a Street Repair Program process to identify street repair projects for funding consideration based upon available funding; and

WHEREAS, DART has determined that the City of Carrollton has $449,455 remaining in its DART allocation of street repair and local assistance funding; and

WHEREAS, DART has reviewed the proposed project and determined that it is eligible for street repair program funding in the DART Street Repair account for City of Carrollton; and

WHEREAS, the City of Carrollton has agreed to take the lead in procuring, designing, contracting, and managing the construction project for Frankford Road improvements; and

WHEREAS, funding for the street repair project described in this agreement is within current Budget and FY 2020 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to execute an interlocal funding agreement with the City of Carrollton, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review, for eligible Street Repair and Local Assistance Program (LAP) project, in the total authorized amount not to exceed $449,455.
Approval of an Interlocal Funding Agreement Between DART and the City of Carrollton to Fund Eligible Street Repair and Local Assistance Program (LAP) Project

Prepared by: ____________________________
Todd Plesko
Vice President
Planning and Development

Approved by: ____________________________
Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Approved as to form: ____________________________
Gene Gamez
General Counsel

Approved by: ____________________________
Gary C. Thomas
President/Executive Director
INTERLOCAL AGREEMENT

BETWEEN

DALLAS AREA RAPID TRANSIT AND CITY OF CARROLLTON, TEXAS

RELATED TO PROCUREMENT AND FINANCIAL MATTERS FOR IMPLEMENTATION OF THE APPROVED CITY OF CARROLLTON, TEXAS STREET REPAIR-LAP PROJECT

This Interlocal Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and City of Carrollton, Texas (the "City"), a Texas home rule municipal corporation, (each a “Party” and collectively referred to as "the Parties") acting by and through their respective representatives.

RECITALS

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or designee to implement a Street Repair Program (the “Program”) in 1997 as stipulated in Board Resolution No. 970192, and

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or designee to implement a Local Assistance Program (the “Program”) in 1996 as stipulated in Board Resolution No. 960153, and

WHEREAS, the City has identified certain eligible Transit Enhancement projects (the “Projects”) and submitted the Projects for inclusion in this Program, as listed in "Exhibit A” and incorporated herein for all purposes, and

WHEREAS, DART has verified that the Projects meet the Program criteria, and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street improvements, and

WHEREAS, it is the desire of the City to enter into an agreement with DART for implementation of the Project, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:
1. **CONTRACT PERIOD**

This Agreement becomes effective upon the last date of execution hereof by a Party (the “Effective Date”) and terminates upon City's tender of the "Certificate of Final Completion" to DART, subject to events of force majeure, no later than January 1, 2021.

2. **MAXIMUM FUNDING**

The maximum, not-to-exceed amount of the Program funding to be provided by DART for Projects pursuant to this Agreement is Four Hundred Forty-Five Thousand Four Hundred Fifty-Five Dollars ($449,455) to be paid as set forth herein (“Maximum Amount”).

3. **ENGINEERING RESPONSIBILITIES**

City shall prepare plans, surveys, designs and engineering and all other documents necessary for procurement and award of a construction contract for the Projects, including by example and not limitation, the plans, specifications and engineer's estimate (the “Approved Plans”). The engineering plans prepared under this Agreement will be based on the City’s applicable design standards.

4. **ELIGIBLE PROJECTS**

To be eligible for reimbursement to City under the Program, the Project must be authorized under and consistent with the provisions of Chapter 452 of the Texas Transportation Code. The Project may include planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, equipment, testing, inspection, surveying, traffic control systems and additional work regarding utilities, field changes, supplemental agreements or additional change orders that may become necessary for or to the design and construction of the Project (Eligible Costs”). City acknowledges that payment by DART for the Project shall include only the Eligible Costs for the Project and is limited by the Maximum Amount set forth in Section 2 hereof.

5. **CONSTRUCTION**

City shall cause its contractor to perform the construction of the Project in accordance with the Approved Plans. City shall supervise and inspect all Project work and shall provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the Approved Plans, the construction and implementation of the Project is fully completed, and the Project is functioning as anticipated. City agrees and acknowledges that DART has no obligations with respect to inspection, supervision, functionality or warranty of any Project and that all aspects, including design and construction, of the Project are controlled by and the responsibility of the City.
Within fifteen (15) business days after completion of the Project, City shall provide to DART a "Certificate of Acceptance and Final Completion", acknowledging that the Project has been completed in accordance with the Approved Plans.

6. MAINTENANCE AND WARRANTY REQUIREMENTS

Upon completion of the Project, City shall be responsible for the maintenance of the Project. City shall require its contractor(s) to provide a maintenance bond or other warranty for all work related to the Project against defects in materials and workmanship for a minimum period of one (1) year from completion of the Project.

7. FUNDING AND REIMBURSEMENT PROCEDURES

a. City shall provide to DART a schedule of total Project costs and a schedule for completion by Project. City shall provide DART a monthly invoice for payment of Eligible Cost for the Project incurred and paid by the City accompanied by paid invoices and other written evidence of the Eligible Costs incurred and paid by the City and a written certification from an engineer specifying the Project work that has been completed as of the date of the invoice, and providing any reasons for material delays or deviation from the construction schedule if any. DART shall within thirty (30) days after receipt of the written invoice, reimburse City for Eligible Costs for the Project for completed Project work based upon written invoice.

b. Any Project costs in excess of the Maximum Amount shall be paid by City.

c. DART shall remit funds to City by electronic transfer or by a check made payable to City within thirty (30) days after receipt by DART of the written invoice and related required documentation.

8. OWNERSHIP OF DOCUMENTS

Upon termination of this Agreement, the Approved Plans shall become the property of the City. City shall provide DART a copy of as-buils for the Project (at no cost to DART) within 30 days of completion of each Project.

9. MISCELLANEOUS

a. Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

b. Entire Agreement. The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and City with respect to the subject matter hereof. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto and which are incorporated herein.
c. Amendment. This Agreement may not be amended except by the mutual agreement of the Parties. The City Manager for the City, or designee is authorized to execute on behalf of the City any amendments to, or other instruments related to this Agreement.

d. Termination. This Agreement shall terminate upon written notice by either Party, if the other Party breaches or is in default of this Agreement and such breach or default is not cured within ninety (90) days after written notice thereof. Upon written termination by the non-defaulting Party, unspent funds and misapplied funds, if any, provided to City shall be refunded to DART and neither Party shall have further obligation to the other pursuant to this Agreement thereafter.

e. Governing Law and Construction. This Agreement shall be governed by the laws of the State of Texas. The Parties agree that venue for any action shall be in state district court of Dallas County, Texas.

f. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

g. Terminology. “Hereunder,” “hereof,” and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.

h. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original.

i. Authority to Execute. The individual signatories below each represent they have authority to sign for and bind the respective Party.

j. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered:

CITY: City of Carrollton
        City Hall, 2nd Floor
        1945 E. Jackson Road
        Carrollton, Texas 75006
        Attn: Erin Rinehart
        City Manager

With copy to: City of Carrollton
        City Hall, 2nd Floor
        1945 E. Jackson Road
        Carrollton, Texas 75006
        Attn: City Attorney
DART: Todd Plesko  
VP Service Planning and Scheduling  
Dallas Area Rapid Transit  
1401 Pacific Ave.  
Dallas, TX 75202

k. Current Funds. Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party.

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

(SIGNATURES ON THE FOLLOWING PAGE)
EXECUTED this the _______ day of ____________, 2019.

DALLAS AREA RAPID TRANSIT                      CITY OF CARROLLTON, TEXAS

By: __________________________                     By: __________________________

Gary C. Thomas                                    City Manager
President/Executive Director                       __________________________

Date: _________________                               Date: _________________

APPROVED AS TO FORM:

By: __________________________

__________________________
City Attorney

Date: _________________
Exhibit “A”

Project Location

Scope of Work:

The project will include:

- Major improvements on Frankford Road between Josey Lane and Stanbridge Drive.
- Full reconstruction of the roadway, including a median, sidewalks and four bus stops with specialized benches and shelters.
- The city of Carrollton has procured and contracted for the design and construction services necessary to complete this project.
- After completion of the Frankford Road project, the City will provide to DART a “Certificate of Acceptance and Final Completion” acknowledging that the project has been completed and has been accepted by the City of Carrollton.
DATE: January 14, 2020

SUBJECT: Approval of an Interlocal Funding Agreement Between DART and the City of University Park to Fund Eligible Street Repair Project

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute an interlocal funding agreement with the City of University Park, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review, for a street repair project in the total authorized amount not to exceed $137,669.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Public Affairs and Communication Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda

FINANCIAL CONSIDERATIONS

. Funding for the street repair project described in this agreement is included in the Transportation System Management (TSM) Street Repair Program project budget of the approved FY 2020 Capital Budget.

. Sufficient funding for this street repair project in the amount of $137,669 is included in both the TSM Street Repair project budget and the General Mobility - Road Improvement Capital line item of the FY 2020 Twenty-Year Financial Plan.

BUSINESS PURPOSE

. This agreement will assist DART in achieving Board Strategic Priority 2: Optimize and preserve (state of good repair) the existing transit system.

. On November 22, 1994 (Resolution No. 940335), the DART Board approved a Street Repair Policy to permit DART to cooperate with service area cities to accomplish needed repairs on streets where the damage was caused by buses.

. On April 22, 1997 (Resolution No. 970068), the DART Board authorized a transit-beneficial street repair program for roads and for intelligent transportation system investments, such as traffic signals. The program required a “Call for Projects” from the cities requesting street repair of pavement damaged by DART buses, verified by an independent engineering report.
On September 30, 1997 (Resolution No. 970192), the DART Board authorized $2.6 million for each of five years, totaling $13 million. These funds are divided proportionately between the service area cities based upon the percentage of street miles of bus operation within each city.

On November 5, 2019, the City of University Park informed DART that the City would use its remaining street repair funding totaling $137,669 to reimburse expenditures for three traffic signals including two on Preston Road and one on Hillcrest Avenue.

This project has been determined by DART staff as consistent with the Street Repair Program and directly benefits Route 36 on Preston Road and Route 521 on Hillcrest.

The City of University Park has procured and contracted for the design and construction services necessary to complete this project. The City acknowledges that payment by DART for the project is described in Exhibit “A” of Exhibit 1 to the resolution and is limited to the maximum funding amount of $137,669.

After completion of the traffic signal projects, the City will provide to DART a “Certificate of Acceptance and Final Completion” acknowledging that the project has been completed and has been accepted by the City of Carrollton.

LEGAL CONSIDERATIONS

Section 452.001 of the Texas Transportation Code defines complementary transportation services as assistance in street modifications as necessary to accommodate the public transportation system.

Section 452.056(a) of the Texas Transportation Code authorizes DART to acquire, construct, develop, plan, own, operate and maintain a public transportation system.
## Remaining Balances for Street Repair, LAP, PASS Funding

<table>
<thead>
<tr>
<th>City</th>
<th>Street Repair Total Allocated</th>
<th>Street Repair Total Used</th>
<th>Street Repair Remaining Balance</th>
<th>LAP Funding Balance</th>
<th>PASS Balance</th>
<th>Street Repair PASS &amp; LAP Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas</td>
<td>$10,454,932</td>
<td>$5,471,392</td>
<td>$4,983,540</td>
<td>$0.00</td>
<td>$4,635,565</td>
<td>$9,619,105</td>
</tr>
<tr>
<td>Cockrell Hill</td>
<td>$43,684</td>
<td>$43,684</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Highland Park</td>
<td>$93,986</td>
<td>$93,986</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Dallas County</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$23,235</td>
<td>$0</td>
<td>$23,235</td>
</tr>
<tr>
<td>Glenn Heights</td>
<td>$5,295</td>
<td>$5,295</td>
<td>$0</td>
<td>$65.00</td>
<td>$0</td>
<td>$65.00</td>
</tr>
<tr>
<td>Garland</td>
<td>$444,778</td>
<td>$168,021</td>
<td>$276,757</td>
<td>$0</td>
<td>$2,926,076</td>
<td>$3,202,833</td>
</tr>
<tr>
<td>Farmers Branch</td>
<td>$152,231</td>
<td>$44,800</td>
<td>$107,431</td>
<td>$0</td>
<td>$0</td>
<td>$107,431</td>
</tr>
<tr>
<td>Addison</td>
<td>$135,022</td>
<td>$0</td>
<td>$135,022</td>
<td>$306,497</td>
<td>$0</td>
<td>$441,519</td>
</tr>
<tr>
<td>Carrollton</td>
<td>$246,216</td>
<td>$0</td>
<td>$246,216</td>
<td>$203,239</td>
<td>$0</td>
<td>$449,455</td>
</tr>
<tr>
<td>Irving</td>
<td>$700,261</td>
<td>$0</td>
<td>$700,261</td>
<td>$50,000</td>
<td>$0</td>
<td>$750,261</td>
</tr>
<tr>
<td>Plano</td>
<td>$386,533</td>
<td>$181,000</td>
<td>$205,533</td>
<td>$0</td>
<td>$0</td>
<td>$205,533</td>
</tr>
<tr>
<td>Richardson</td>
<td>$385,210</td>
<td>$54,620</td>
<td>$330,590</td>
<td>$0</td>
<td>$0</td>
<td>$330,590</td>
</tr>
<tr>
<td>Rowlett</td>
<td>$54,274</td>
<td>$0</td>
<td>$54,274</td>
<td>$0</td>
<td>$0</td>
<td>$54,274</td>
</tr>
<tr>
<td>University Park</td>
<td>$137,669</td>
<td>$0</td>
<td>$137,669</td>
<td>$0</td>
<td>$0</td>
<td>$137,669</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$13,240,091</strong></td>
<td><strong>$6,062,798</strong></td>
<td><strong>$7,177,293</strong></td>
<td><strong>$583,036</strong></td>
<td><strong>$7,561,641</strong></td>
<td><strong>$15,321,970</strong></td>
</tr>
</tbody>
</table>

As of November 18, 2019, all Cities have notified DART for the use of their funds.
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of an Interlocal Funding Agreement Between DART and the City of University Park to Fund Eligible Street Repair Project

WHEREAS, on November 22, 1994 (Resolution No. 940335), the DART Board of Directors approved a Street Repair Policy permitting DART to assist service area cities to accomplish needed street repairs where damages were caused by DART buses; and

WHEREAS, on April 22, 1997 (Resolution No. 970068), the DART Board of Directors authorized the staff to prepare a Street Repair Program process to identify street repair projects for funding consideration based upon available funding; and

WHEREAS, DART has determined that the City of University Park has $137,669 remaining in its DART allocation of street repair funding; and

WHEREAS, DART has reviewed the proposed project and determined that it is eligible for street repair program funding in the DART Street Repair account for City of University Park; and

WHEREAS, the City of University Park has agreed to take the lead in procuring, designing, contracting, and managing the construction project for Preston Road and Hillcrest Avenue improvements; and

WHEREAS, funding for the street repair project described in this agreement is within current Budget and FY 2020 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to execute an interlocal funding agreement with the City of University Park, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review, for an eligible street repair project, in the total authorized amount not to exceed $137,669.
Approval of an Interlocal Funding Agreement Between DART and the City of University Park to Fund Eligible Street Repair Project

Prepared by: [Signature]
Todd Plesko
Vice President
Planning and Development

Approved by: [Signature]
Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Approved as to form: [Signature]
Gene Gamez
General Counsel

Approved by: [Signature]
Gary C. Thomas
President/Executive Director
INTERLOCAL AGREEMENT

BETWEEN

DALLAS AREA RAPID TRANSIT AND CITY OF UNIVERSITY PARK,
TEXAS

RELATED TO PROCUREMENT AND FINANCIAL MATTERS
FOR IMPLEMENTATION OF THE APPROVED CITY OF
UNIVERSITY PARK, TEXAS STREET REPAIR PROJECT

This Interlocal Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and City of University Park, Texas (the "City"), a Texas home rule municipal corporation, (each a “Party” and collectively referred to as "the Parties") acting by and through their respective representatives.

RECITALS

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or designee to implement a Street Repair Program (the “Program”) in 1997 as stipulated in Board Resolution No. 970192, and

WHEREAS, the City has identified certain eligible Transit Enhancement projects (the “Projects”) and submitted the Projects for inclusion in this Program, as listed in "Exhibit A" and incorporated herein for all purposes, and

WHEREAS, DART has verified that the Projects meet the Program criteria, and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street improvements, and

WHEREAS, it is the desire of the City to enter into an agreement with DART for implementation of the Project, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CONTRACT PERIOD

This Agreement becomes effective upon the last date of execution hereof by a Party (the “Effective Date”) and terminates upon City's tender of the "Certificate of Final Completion" to DART, subject to events of force majeure, no later than January 1, 2021.
2. **MAXIMUM FUNDING**

The maximum, not-to-exceed amount of the Program funding to be provided by DART for Projects pursuant to this Agreement is One Hundred Thirty-Seven Thousand, Six Hundred and Sixty-Nine Dollars ($137,669) to be paid as set forth herein (“Maximum Amount”).

3. **ENGINEERING RESPONSIBILITIES**

City shall prepare plans, surveys, designs and engineering and all other documents necessary for procurement and award of a construction contract for the Projects, including by example and not limitation, the plans, specifications and engineer's estimate (the “Approved Plans”). The engineering plans prepared under this Agreement will be based on the City’s applicable design standards.

4. **ELIGIBLE PROJECTS**

To be eligible for reimbursement to City under the Program, the Project must be authorized under and consistent with the provisions of Chapter 452 of the Texas Transportation Code. The Project may include planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, testing, inspection, surveying, traffic control systems and additional work regarding utilities, field changes, supplemental agreements or additional change orders that may become necessary for or to the design and construction of the Project (Eligible Costs”). City acknowledges that payment by DART for the Project shall include only the Eligible Costs for the Project and is limited by the Maximum Amount set forth in Section 2 hereof.

5. **CONSTRUCTION**

City shall cause its contractor to perform the construction of the Project in accordance with the Approved Plans. City shall supervise and inspect all Project work and shall provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the Approved Plans, the construction and implementation of the Project is fully completed, and the Project is functioning as anticipated. City agrees and acknowledges that DART has no obligations with respect to inspection, supervision, functionality or warranty of any Project and that all aspects, including design and construction, of the Project are controlled by and the responsibility of the City.

Within fifteen (15) business days after completion of the Project City shall provide to DART a "Certificate of Acceptance and Final Completion", acknowledging that the Project has been completed in accordance with the Approved Plans.

6. **MAINTENANCE AND WARRANTY REQUIREMENTS**

Upon completion of the Project, City shall be responsible for the maintenance of the Project. City shall require its contractor(s) to provide a maintenance bond or other warranty for all
work related to the Project against defects in materials and workmanship for a minimum period of one (1) year from completion of the Project.

7. FUNDING AND REIMBURSEMENT PROCEDURES

a. City shall provide to DART a schedule of total Project costs and a schedule for completion by Project. City shall provide DART a monthly invoice for payment of Eligible Cost for the Project incurred and paid by the City accompanied by paid invoices and other written evidence of the Eligible Costs incurred and paid by the City and a written certification from an engineer specifying the Project work that has been completed as of the date of the invoice, and providing any reasons for material delays or deviation from the construction schedule if any. DART shall within thirty (30) days after receipt of the written invoice, reimburse City for Eligible Costs for the Project for completed Project work based upon written invoice.

b. Any Project costs in excess of the Maximum Amount shall be paid by City.

c. DART shall remit funds to City by electronic transfer or by a check made payable to City within thirty (30) days after receipt by DART of the written invoice and related required documentation.

8. OWNERSHIP OF DOCUMENTS

Upon termination of this Agreement, the Approved Plans shall become the property of the City. City shall provide DART a copy of as-builds for the Project (at no cost to DART) within 30 days of completion of each Project.

9. MISCELLANEOUS

a. Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

b. Entire Agreement. The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and City with respect to the subject matter hereof. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto and which are incorporated herein.

c. Amendment. This Agreement may not be amended except by the mutual agreement of the Parties. The City Manager for the City, or designee is authorized to execute on behalf of the City any amendments to, or other instruments related to this Agreement.

d. Termination. This Agreement shall terminate upon written notice by either Party, if the other Party breaches or is in default of this Agreement and such breach or default is not cured within ninety (90) days after written notice thereof. Upon written termination by the non-defaulting Party, unspent funds and misapplied funds, if any, provided to City shall be refunded to DART and neither Party shall have further obligation to the other pursuant to this Agreement thereafter.
e. **Governing Law and Construction.** This Agreement shall be governed by the laws of the State of Texas. The Parties agree that venue for any action shall be in state district court of Dallas County, Texas.

f. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

g. **Terminology.** “Hereunder,” “hereof,” and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.

h. **Counterparts.** This Agreement may be executed in any number of counterparts, each deemed to be an original.

i. **Authority to Execute.** The individual signatories below each represent they have authority to sign for and bind the respective Party.

j. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered:

   CITY: City of University Park  
   City Hall  
   3800 University Blvd.  
   University Park, TX 75205  
   Attn: Robbie Corder  
   City Manager

   With copy to: City of University Park  
   City Hall  
   3800 University Blvd.  
   University Park, TX 75205  
   Attn:  
   City Attorney
DART: Todd Plesko
VP Service Planning and Scheduling
Dallas Area Rapid Transit
1401 Pacific Ave.
Dallas, TX 75202

k. Current Funds. Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party.

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

(SIGNATURES ON THE FOLLOWING PAGE)
EXECUTED this the ______ day of ____________, 2019.

DALLAS AREA RAPID TRANSIT                      CITY OF UNIVERSITY PARK, TEXAS

By: __________________________                   By: __________________________

Gary C. Thomas                                  Robbie Corder
President/Executive Director                     City Manager

Date: __________________                     Date: __________________

APPROVED AS TO FORM:

By: __________________________

_____________________
City Attorney

Date: __________________
Exhibit “A”

Project Location

Scope of Work:

The project will include:

- Replacement of the traffic signals and associated appurtenances at the following intersections:
  - Preston Road @ Centenary Drive
  - Preston Road @ Villanova Street
  - Hillcrest Avenue @ Caruth Boulevard
DATE: January 14, 2020

SUBJECT: Approval of an Interlocal Funding Agreement Between DART and the City of Rowlett to Fund Eligible Street Repair Project

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute an interlocal funding agreement with the City of Rowlett, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review, for a street repair project in the total authorized amount not to exceed $54,274.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Public Affairs and Communication Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda

FINANCIAL CONSIDERATIONS

. Funding for the street repair project described in this agreement is included in the Transportation System Management (TSM) Street Repair Program project budget of the approved FY 2020 Capital Budget.

. Sufficient funding for this street repair project in the amount of $54,274 is included in both the TSM Street Repair project budget and the General Mobility - Road Improvement Capital line item of the FY 2020 Twenty-Year Financial Plan.

BUSINESS PURPOSE

. This agreement will assist DART in achieving Board Strategic Priority 2: Optimize and preserve (state of good repair) the existing transit system.

. On November 22, 1994 (Resolution No. 940335), the DART Board approved a Street Repair Policy to permit DART to cooperate with service area cities to accomplish needed repairs on streets where the damage was caused by buses.

. On April 22, 1997 (Resolution No. 970068), the DART Board authorized a transit-beneficial street repair program for roads and for intelligent transportation system investments, such as traffic signals. The program required a “Call for Projects” from the cities requesting street repair of pavement damaged by DART buses, verified by an independent engineering report.
On September 30, 1997 (Resolution No. 970192), the DART Board authorized $2.6 million for each of five years, totaling $13 million. These funds are divided proportionately between the service area cities based upon the percentage of street miles of bus operation within each city.

On November 18, 2019, the City of Rowlett informed DART that the City would use its remaining street repair funding totaling $54,274 to replace the portion of Industrial Street in front of the DART Park and Ride.

This project has been determined by DART staff as consistent with the Street Repair Program and directly benefits the Rowlett Station park and ride area.

The City of Rowlett has procured and contracted for the design and construction services necessary to complete this project. The City acknowledges that payment by DART for the project is described in Exhibit “A” of Exhibit 1 to the resolution and is limited to the maximum funding amount of $54,274.

After completion of the Industrial Street project, the City will provide to DART a “Certificate of Acceptance and Final Completion” acknowledging that the project has been completed and has been accepted by the City of Rowlett.

LEGAL CONSIDERATIONS

Section 452.001 of the Texas Transportation Code defines complementary transportation services as assistance in street modifications as necessary to accommodate the public transportation system.

Section 452.056(a) of the Texas Transportation Code authorizes DART to acquire, construct, develop, plan, own, operate and maintain a public transportation system.
### Remaining Balances for Street Repair, LAP, PASS Funding

<table>
<thead>
<tr>
<th>City</th>
<th>Street Repair TotalAllocated</th>
<th>Street Repair Total Used</th>
<th>Street Repair Remaining Balance</th>
<th>LAP Funding Balance</th>
<th>PASS Balance</th>
<th>Street Repair PASS &amp; LAP Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas</td>
<td>$10,454,932</td>
<td>$5,471,392</td>
<td>$4,983,540</td>
<td>$0.00</td>
<td>$4,635,565</td>
<td>$9,619,105</td>
</tr>
<tr>
<td>Cockrell Hill</td>
<td>$43,684</td>
<td>$43,684</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Highland Park</td>
<td>$93,986</td>
<td>$93,986</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Dallas County</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$23,235</td>
<td>$0</td>
<td>$23,235</td>
</tr>
<tr>
<td>Glenn Heights</td>
<td>$5,295</td>
<td>$5,295</td>
<td>$0</td>
<td>$65.00</td>
<td>$0</td>
<td>$65.00</td>
</tr>
<tr>
<td>Garland</td>
<td>$444,778</td>
<td>$168,021</td>
<td>$276,757</td>
<td>$0</td>
<td>$2,926,076</td>
<td>$3,202,833</td>
</tr>
<tr>
<td>Farmers Branch</td>
<td>$152,231</td>
<td>$44,800</td>
<td>$107,431</td>
<td>$0</td>
<td>$0</td>
<td>$107,431</td>
</tr>
<tr>
<td>Addison</td>
<td>$135,022</td>
<td>$0</td>
<td>$135,022</td>
<td>$306,497</td>
<td>$0</td>
<td>$441,519</td>
</tr>
<tr>
<td>Carrollton</td>
<td>$246,216</td>
<td>$0</td>
<td>$246,216</td>
<td>$203,239</td>
<td>$0</td>
<td>$449,455</td>
</tr>
<tr>
<td>Irving</td>
<td>$700,261</td>
<td>$0</td>
<td>$700,261</td>
<td>$50,000</td>
<td>$0</td>
<td>$750,261</td>
</tr>
<tr>
<td>Plano</td>
<td>$386,533</td>
<td>$181,000</td>
<td>$205,533</td>
<td>$0</td>
<td>$0</td>
<td>$205,533</td>
</tr>
<tr>
<td>Richardson</td>
<td>$385,210</td>
<td>$54,620</td>
<td>$330,590</td>
<td>$0</td>
<td>$0</td>
<td>$330,590</td>
</tr>
<tr>
<td>Rowlett</td>
<td>$54,274</td>
<td>$0</td>
<td>$54,274</td>
<td>$0</td>
<td>$0</td>
<td>$54,274</td>
</tr>
<tr>
<td>University Park</td>
<td>$137,669</td>
<td>$0</td>
<td>$137,669</td>
<td>$0</td>
<td>$0</td>
<td>$137,669</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$13,240,091</strong></td>
<td><strong>$6,062,798</strong></td>
<td><strong>$7,177,293</strong></td>
<td><strong>$583,036</strong></td>
<td><strong>$7,561,641</strong></td>
<td><strong>$15,321,970</strong></td>
</tr>
</tbody>
</table>

As of November 18, 2019, all Cities have notified DART for the use of their funds.
WHEREAS, on November 22, 1994 (Resolution No. 940335), the DART Board of Directors approved a Street Repair Policy permitting DART to assist service area cities to accomplish needed street repairs where damages were caused by DART buses; and

WHEREAS, on April 22, 1997 (Resolution No. 970068), the DART Board of Directors authorized the staff to prepare a Street Repair Program process to identify street repair projects for funding consideration based upon available funding; and

WHEREAS, DART has determined that the City of Rowlett has $54,274 remaining in its DART allocation of street repair funding; and

WHEREAS, DART has reviewed the proposed project and determined that it is eligible for street repair program funding in the DART Street Repair account for City of Rowlett; and

WHEREAS, the City of Rowlett has agreed to take the lead in procuring, designing, contracting, and managing the construction project for Industrial Street improvements; and

WHEREAS, funding for the street repair project described in this agreement is within current Budget and FY 2020 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to execute an interlocal funding agreement with the City of Rowlett, substantially in the form as shown in Exhibit 1 to the Resolution and subject to legal review, for an eligible street repair project, in the total authorized amount not to exceed $54,274.
Approval of an Interlocal Funding Agreement Between DART and the City of Rowlett to Fund Eligible Street Repair Project

Prepared by: Todd Plesko
Vice President
Planning and Development

Approved by: Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
INTERLOCAL AGREEMENT

BETWEEN

DALLAS AREA RAPID TRANSIT AND CITY OF ROWLETT, TEXAS

RELATED TO PROCUREMENT AND FINANCIAL MATTERS
FOR IMPLEMENTATION OF THE APPROVED CITY OF
ROWLETT, TEXAS STREET REPAIR PROJECT

This Interlocal Agreement, hereinafter referred to as the Agreement, is made and entered into by and
between the DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized
and existing pursuant to Chapter 452, Texas Transportation Code, and City of Rowlett, Texas (the "City"),
a Texas home rule municipal corporation, (each a “Party” and collectively referred to as "the Parties")
acting by and through their respective representatives.

RECITALS

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or designee
to implement a Street Repair Program (the “Program”) in 1997 as stipulated in Board Resolution No.
970192, and

WHEREAS, the City has identified certain eligible Transit Enhancement projects (the “Projects”) and
submitted the Projects for inclusion in this Program, as listed in "Exhibit A” and incorporated herein for
all purposes, and

WHEREAS, DART has verified that the Projects meet the Program criteria, and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments
to contract with each other for the performance of governmental functions and services, and joint funding
of road or street improvements, and

WHEREAS, it is the desire of the City to enter into an agreement with DART for implementation of the
Project, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of
the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as
follows:

1. CONTRACT PERIOD

   This Agreement becomes effective upon the last date of execution hereof by a Party (the
   “Effective Date”) and terminates upon City's tender of the "Certificate of Final Completion"
to DART, subject to events of force majeure, no later than January 1, 2021.
2. **MAXIMUM FUNDING**

   The maximum, not-to-exceed amount of the Program funding to be provided by DART for Projects pursuant to this Agreement is Fifty Four Thousand, Two Hundred and Seventy-Four Dollars ($54,274) to be paid as set forth herein (“Maximum Amount”).

3. **ENGINEERING RESPONSIBILITIES**

   City shall prepare plans, surveys, designs and engineering and all other documents necessary for procurement and award of a construction contract for the Projects, including by example and not limitation, the plans, specifications and engineer's estimate (the “Approved Plans”). The engineering plans prepared under this Agreement will be based on the City’s applicable design standards.

4. **ELIGIBLE PROJECTS**

   To be eligible for reimbursement to City under the Program, the Project must be authorized under and consistent with the provisions of Chapter 452 of the Texas Transportation Code. The Project may include planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, testing, inspection, surveying, traffic control systems and additional work regarding utilities, field changes, supplemental agreements or additional change orders that may become necessary for or to the design and construction of the Project (Eligible Costs”). City acknowledges that payment by DART for the Project shall include only the Eligible Costs for the Project and is limited by the Maximum Amount set forth in Section 2 hereof.

5. **CONSTRUCTION**

   City shall cause its contractor to perform the construction of the Project in accordance with the Approved Plans. City shall supervise and inspect all Project work and shall provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the Approved Plans, the construction and implementation of the Project is fully completed, and the Project is functioning as anticipated. City agrees and acknowledges that DART has no obligations with respect to inspection, supervision, functionality or warranty of any Project and that all aspects, including design and construction, of the Project are controlled by and the responsibility of the City.

   Within fifteen (15) business days after completion of the Project City shall provide to DART a "Certificate of Acceptance and Final Completion", acknowledging that the Project has been completed in accordance with the Approved Plans.

6. **MAINTENANCE AND WARRANTY REQUIREMENTS**

   Upon completion of the Project, City shall be responsible for the maintenance of the Project. City shall require its contractor(s) to provide a maintenance bond or other warranty for all
work related to the Project against defects in materials and workmanship for a minimum period of one (1) year from completion of the Project.

7. **FUNDING AND REIMBURSEMENT PROCEDURES**

   a. City shall provide to DART a schedule of total Project costs and a schedule for completion by Project. City shall provide DART a monthly invoice for payment of Eligible Cost for the Project incurred and paid by the City accompanied by paid invoices and other written evidence of the Eligible Costs incurred and paid by the City and a written certification from an engineer specifying the Project work that has been completed as of the date of the invoice, and providing any reasons for material delays or deviation from the construction schedule if any. DART shall within thirty (30) days after receipt of the written invoice, reimburse City for Eligible Costs for the Project for completed Project work based upon written invoice.

   b. Any Project costs in excess of the Maximum Amount shall be paid by City.

   c. DART shall remit funds to City by electronic transfer or by a check made payable to City within thirty (30) days after receipt by DART of the written invoice and related required documentation.

8. **OWNERSHIP OF DOCUMENTS**

   Upon termination of this Agreement, the Approved Plans shall become the property of the City. City shall provide DART a copy of as-builds for the Project (at no cost to DART) within 30 days of completion of each Project.

9. **MISCELLANEOUS**

   a. **Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

   b. **Entire Agreement.** The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and City with respect to the subject matter hereof. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto and which are incorporated herein.

   c. **Amendment.** This Agreement may not be amended except by the mutual agreement of the Parties. The City Manager for the City, or designee is authorized to execute on behalf of the City any amendments to, or other instruments related to this Agreement.

   d. **Termination.** This Agreement shall terminate upon written notice by either Party, if the other Party breaches or is in default of this Agreement and such breach or default is not cured within ninety (90) days after written notice thereof. Upon written termination by the non-defaulting Party, unspent funds and misapplied funds, if any, provided to City shall be refunded to DART and neither Party shall have further obligation to the other pursuant to this Agreement thereafter.
e. **Governing Law and Construction.** This Agreement shall be governed by the laws of the State of Texas. The Parties agree that venue for any action shall be in state district court of Dallas County, Texas.

f. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

g. **Terminology.** “Hereunder,” “hereof,” and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.

h. **Counterparts.** This Agreement may be executed in any number of counterparts, each deemed to be an original.

i. **Authority to Execute.** The individual signatories below each represent they have authority to sign for and bind the respective Party.

j. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered::

   CITY: Brian Funderbunk  
         City Manager  
         City of Rowlett  
         4000 Main Street  
         Rowlett, Texas 75088

   DART: Todd Plesko  
          VP Service Planning and Scheduling  
          Dallas Area Rapid Transit  
          1401 Pacific Ave.  
          Dallas, TX 75202

k. **Current Funds.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party.

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

(SIGNATURES ON THE FOLLOWING PAGE)
EXECUTED this the ________ day of ____________, 2019.

DALLAS AREA RAPID TRANSIT                              CITY OF ROWLETT, TEXAS

By: __________________________                              By: __________________________

Gary C. Thomas                                          Brian Funderbunk
President/Executive Director                             City Manager

Date: __________________________                        Date: __________________________

APPROVED AS TO FORM:

By: __________________________

________________________
City Attorney

Date: __________________________
Exhibit “A”

Project Location

Scope of Work:

The project will include:

Reconstruction of the portion of Industrial Street between the entrances of the DART Park and Ride parking lot.
DATE: January 14, 2020

SUBJECT: Approval of Federal Transit Administration (FTA) Subrecipient Agreement with the Inland Port Transportation Management Association (IPTMA)

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute a Federal Transit Administration (FTA) Subrecipient Agreement in substantially the same form as shown in Exhibit 1 to the Resolution with Inland Port Transportation Management Association (IPTMA) for federal funds for transportation management association activities, subject to Legal review.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Public Affairs and Communication Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda.

BUSINESS PURPOSE AND FINANCIAL CONSIDERATIONS

. DART is the designated recipient of a Federal grant programmed for Congestion Mitigation/Air Quality (CMAQ) in the Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP). FTA regulations allow other entities to be subrecipients to receive federal funds.

. The IPTMA requested $1,000,000 in CMAQ funding from the North Central Texas Council of Governments (NCTCOG). The grant agreement requires a $250,000 local match that will be provided by the IPTMA.

. The Federal grant will offset 80% of IPTMA eligible expenses. The IPTMA collects membership dues which will be used to fund the remaining 20% of IPTMA expenses. The agreement will be reviewed and finally approved by the IPTMA Board.

. The Board has previously approved $40,000 for two years of IPTMA membership dues. There are no additional financial requirements for DART.

. The IPTMA will promote and implement multimodal transportation solutions within the Inland Port, connecting a growing employment center with residential areas in order to provide sustainable, efficient, and equitable transportation alternatives.

. This will help achieve Board Strategic Priority 3: Optimize DART’s influence in regional transportation planning.
LEGAL CONSIDERATIONS

. Section 452.055 of the Texas Transportation Code authorizes DART to contract with any person.

. Section 452.055 of the Texas Transportation Code authorizes DART to accept a grant or loan from any person.
DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Federal Transit Administration (FTA) Subrecipient Agreement with the Inland Port Transportation Management Association (IPTMA)

WHEREAS, DART is a designated recipient of Federal Transit Administration (FTA) funds for the Dallas area; and

WHEREAS, DART is required to enter into a subrecipient agreement with the Inland Port Transportation Management Association (IPTMA) for the grant funds; and

WHEREAS, IPTMA is responsible for the 20% local match for the grant funds; and

WHEREAS, The IPTMA will promote and implement multimodal transportation solutions within the Inland Port, connecting a growing employment center with residential areas in order to provide sustainable, efficient, and equitable transportation alternatives.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that:

Section 1: The President/Executive Director or his designee is authorized to execute an FTA Subrecipient Agreement in substantially the same form as shown in Exhibit 1 to the Resolution with IPTMA for Federal Transit Administration funds for transportation management association eligible costs, subject to Legal review.

Section 2: IPTMA is responsible for the 20% local match for the grant funds.
Approval of Federal Transit Administration (FTA) Subrecipient Agreement with the Inland Port Transportation Management Association (IPTMA)

Prepared by: 
Joseph G. Costello  
Chief Financial Officer

Approved as to form: 
Gene Gamez  
General Counsel

Approved by: 
Gary C. Thomas  
President/Executive Director
WHEREAS, Dallas Area Rapid Transit (“DART” or a “Party”) intends to pass through certain funding it anticipates receiving from the Federal Transit Administration (FTA), pursuant to an as yet unexecuted funding agreement (“Funding Agreement”) between DART as grantee and FTA as grantor, to the Inland Port Transportation Management Association (“TMA” or a “Party”), a Texas 501(c)(6) association; and,

WHEREAS, DART and TMA (collectively, the “Parties”) wish to enter into this subrecipient agreement (“Agreement”) to set forth the obligations of each Party regarding the funds received from the Funding Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1. FUNDING

1.1. Award Amount. DART will reimburse TMA’s eligible costs as outlined in the scope of work (“Scope”) as set forth in Exhibit A and attached hereto for all purposes, under the conditions set forth in this Agreement, in an amount not to exceed the maximum award amount of $1,250,000 (“Award Amount”), comprised of $1,000,000 in federal funds and $250,000 representing the required local match to be provided by the TMA. The actual amount of reimbursement may be less than the Award Amount and will be determined under the conditions of this Agreement. TMA shall be responsible for the local match, any costs in excess of the Award Amount and for any costs that are not eligible for reimbursement hereunder or under the Funding Agreement.

1.2. Source of Funds. The source of funds for this Agreement is U.S. Department of Transportation Federal Highway Administration Congestion Mitigation Air Quality (“CMAQ”) Program funds, hereinafter referred to as “Funding Program”. TMA agrees to comply with any and all requirements of and associated with the Funding Program. CMAQ funds are further identified by the Catalog of Federal Domestic Assistance (CFDA) number 20.205.

1.3. Indirect Costs. TMA’s eligible indirect cost rate under this Agreement is the greater of: 10% or such other rate as subsequently approved by the FTA for this purpose.

1.4. Compliance. All activities funded, operated, and maintained under this Agreement must be in compliance with and conform to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (“CFR”) 200, the Funding Agreement and all other
applicable federal, state, and local law, rules, regulations and orders, in form current at the time of the activity. Additionally, by example, and not limitation, TMA shall ensure compliance with Federal Transit Administration (“FTA”) requirements, a portion of which is set forth in Exhibit B, attached hereto and incorporated herein for all purposes.

ARTICLE 2. SCOPE OF WORK

2.1. Scope of Work. DART will provide reimbursement to TMA for TMA’s improvements implemented for the Project (defined below) that are within the FTA approved scope for the grant funding (“Grant Funding”) as described in Exhibit A and expended by TMA in compliance with the requirements of this Agreement. Changes to the Scope must be agreed to by both Parties in writing and approved by the FTA.

ARTICLE 3. TERM

3.1. Term. This Agreement shall take effect on the date last executed by a Party and shall remain in effect until it is terminated. This Agreement shall terminate as set forth herein and shall automatically terminate upon completion of the Project in accordance with all requirements hereof. The covenants made herein by Grantee shall survive termination.

3.2. Termination. DART may terminate this Agreement for convenience upon thirty (30) days’ written notice to TMA. Either Party reserves the right to terminate this Agreement in whole or in part for cause. Notice of termination for cause must be provided in writing, shall set forth the reasons for termination, shall provide for a minimum of ten (10) days to cure the defect and shall include an effective date of termination date thereafter. Termination is effective in the event the noticed Party fails to cure the defect within the period stated in the termination notice (including any written extensions agreed to by the Parties). DART shall only be liable for eligible expenses incurred before the effective date of termination.

ARTICLE 4. REIMBURSEMENT AND REPORTING REQUIREMENTS

4.1. Payment. TMA may submit a request to DART for reimbursement no more often than monthly. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by DART. DART will approve payments as soon as practicable, but not later than forty-five (45) days after a complete request for reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to DART. Costs incurred prior to execution of this Agreement are not be eligible for reimbursement unless they are approved under the FTA Letter of No Prejudice (“LONP”) as set forth in Exhibit C, attached hereto and incorporated herein for all purposes. There is no obligation for reimbursement under this Agreement from the monies of DART, other than grant funds received by DART from the Funding Program for this Project and designated for the purposes of reimbursement under this Agreement. DART shall provide TMA with written notice within five (5) business days after notification of or after becoming aware that Grant Funding under this Agreement is no longer available for reimbursement to TMA.
4.2. **Reimbursement.** TMA shall submit its written reimbursement requests to Ms. Brittney Farr at DART at 1401 Pacific Ave Dallas, TX 75201. Requests for reimbursement shall include a TMA invoice printed on letterhead, proof of payment by TMA to vendor, applicable receipts, a signature by a certifying official as detailed in Article 5.3, and other supporting documentation. DART may deem a request for reimbursement incomplete if the data and/or documentation are incomplete or improper, or if TMA fails to submit necessary reports or provide other information requested by DART. DART may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.

4.3. **Certifying Official.** TMA shall appoint (and advise DART in writing of) a certifying individual who has the authority, on behalf of TMA, to certify and serve as the signatory on invoices related to the Project. The certifying official may be changed by TMA at any time by giving written notice to DART. By signing the invoice, the certifying official is acknowledging review of invoices to ensure expenses included in the invoice are consistent with this Agreement, all services and costs are documented on the invoices are accurate and eligible, and all subrecipient employees, materials providers, vendors and contractors have been fully paid by TMA. Any invoices submitted to DART without the signature of the certifying official may result in the invoice being returned unpaid.

4.4. **Eligible Expenses.** Costs incurred by TMA prior to issuance of a notice to proceed are not eligible for reimbursement (other than as may be allowed pursuant to Exhibit C). DART may reject requests for reimbursement which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by DART in its sole discretion as eligible costs necessary to complete the Project and consistent with the Funding Agreement, requirements hereof and with cost principles established in 2 CFR 200.

4.5. **Availability of Funds.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by DART. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of Grant Funding received from the FTA by DART and dedicated for the purpose of this Agreement or the Project.

4.6. **Return of Funds.** TMA agrees to return funds received from DART for reimbursement under this Agreement where TMA has failed to comply with the requirements set forth in this Agreement or where DART does not or has not received corresponding funds from the Funding Program.

**ARTICLE 5. PROCUREMENT AND PROPERTY MANAGEMENT**

5.1. **Procurement Standards.** TMA agrees that any purchases or expenses incurred for reimbursement under this Agreement will comply with the procurement standards and requirements set forth in 2 CFR Part 200.317-.326, FTA Circular 4220.1F, 49 CFR Part 661, FTA Master Agreement FY2019 or later, or any other procurement standards or requirements DART may require and Exhibit B Federal Funding Provisions, attached hereto and incorporated herein for all purposes. If
TMA fails to meet these requirements DART may deny reimbursement requests. TMA shall provide DART a written certification of compliance with 2 CFR 200.317-.326 prior to purchasing any equipment or incurring any costs or expenses to be reimbursed under this Agreement.

5.2. **Equipment Use, Management, and Disposition.** TMA agrees that its purchases of equipment or technology under this Agreement will comply with the property management standards and requirements outlined by FTA in 2 CFR 200.313. TMA agrees to provide DART reasonable information concerning the use and condition of the equipment upon request.

**ARTICLE 6. MODIFICATION, WAIVER, AND SEVERABILITY**

6.1. **Whole Agreement.** This Agreement embodies all of the agreements of the parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.

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

6.3. **Changed Circumstances.** If future federal regulation, state statute or local regulation or any applicable rule, or action renders this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the Parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

6.4. **Assignment.** Without the prior written consent of DART, TMA may not transfer or assign any rights or duties under or any interest in this Agreement.

6.5. **Amendments.** Amendments to this Agreement must be agreed to in writing signed by each Party.

**ARTICLE 7. MISCELLANEOUS PROVISIONS**

7.1. **Liability.** The Parties agree that neither Party is an agent, servant, employee of the other Party and each Party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

7.2. **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as due to: war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane,
flood, tornado, strike, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

7.3. **Property Insurance.** TMA must maintain sufficient property insurance for the repair or replacement of any equipment/technology funded under this Agreement.

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

7.5. **Disputes and Remedies.** TMA and DART shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This Agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.

7.6. **Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the persons identified below via certified mail return receipt requested, or overnight delivery with proof of delivery:

Inland Port Transportation Management Association  
Mailing Address:

TMA Certifying Official:

DART  
Mailing Address:  
Dallas Area Rapid Transit  
1401 Pacific Avenue  
Dallas, TX 75202  
Attn: Brittney Farr, Project Manager

7.7. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Dallas County, Texas.

**ARTICLE 8. ACCESSIBILITY AND MAINTENANCE OF RECORDS**

8.1. **Maintenance.** TMA shall maintain a record keeping system for all of its activities, including program records and financial management records, which support and
document all expenditures of funds reimbursed or proposed to be reimbursed under this Agreement, in accordance with federal regulations, all statutes, rules, and regulation of any authority with jurisdiction and this Agreement.

8.2. Retention. All records must be maintained for a minimum of four (4) years following final reimbursement. In the event that any litigation or claim is still pending, these records shall be retained until resolution of the litigation or claim. DART, FTA, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

ARTICLE 9. AUDITS

9.1. Audits. TMA agrees that either DART, FTA or both or any designee of either may conduct an audit or investigation related to funds received under this Agreement.

9.2. Single Audit Act. As applicable, the performing Party shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-Federal entity that expends $750,000 or more during the non-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

ARTICLE 10. LIABILITY

10.1. Indemnification. TMA covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend DART, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the TMA, its officers, agents, servants, employees, or subcontractors, and TMA does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this Agreement as a result of any negligent act or omission on the part of TMA, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. This section shall survive termination of this Agreement.

SIGNATURES APPEAR ON NEXT PAGE
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last signed by a Party.

DALLAS AREA RAPID TRANSIT

Name: ____________________
Title: _____________________
Date: _____________________

INLAND PORT TRANSPORTATION MANAGEMENT ASSOCIATION

Name: ____________________
Title: _____________________
Date: _____________________

APPENDICES

The following appendices are attached and made part of this Agreement.

Exhibit A: Call for Projects Application & Scope of Work
Exhibit B: Federal Funding Provisions
Exhibit C: FTA Letter of No Prejudice
EXHIBIT A

CALL FOR PROJECTS APPLICATION & SCOPE OF WORK

INLAND PORT TRANSPORTATION CHALLENGE

The Inland Port area is a rapidly growing area in Southeast Dallas comprising of manufacturing, warehouse, and distribution jobs as shown on Map 1. Its central location relative to the entire United States and its easy access to the entire North Texas area facilitated by easy air, rail and over the ground transportation, promises future job growth and a new economic engine for the North Central Texas area.

Map 1 and 2. Inland Port and Primary Businesses
The area of the Inland Port is defined as shown and includes the cities and shown above in the first map.

- The southern boundary is the southern boundary of Dallas County east of IH-35 to the Trinity River.
- The eastern and northern boundaries are the Trinity River continuing north to Ledbetter (Great Trinity Forest) Boulevard, then west along that boulevard to IH-35.
- The western boundary is IH-35, with a small outlying section defined by IH-20 on the north, Westmoreland on the west, and Wintergreen Road on the south.

Currently the Inland Port area consists of a large amount of undeveloped space with few residential communities in the immediate area. The transportation challenge is to provide effective transportation to bridge the gap between areas in the DART Service Area with an available workforce, and the 32,000 jobs in the Inland Port area, most of which are not served by public transportation.

Continued employment growth in the Inland Port will require, and is dependent on, additional labor. The existing and future workforce will increasingly need mobility options other than the single occupant automobiles for access to the economic opportunities in the region. In addition, equity and sustainability as well as economic efficiency require public transportation access to all of the Inland Port.
TASK 1. ORGANIZE AND STAFF AN ORGANIZATION DESIGNED TO FUND AND PROMOTE SHARED RIDE MOBILITY OPTIONS FOR THE INLAND PORT.

Because of the lack of a transit authority for most of the Inland Port, another organization is required to examine the challenges noted above, to address them comprehensively, seek funding and to provide transportation solutions. After consultation with the North Central Texas Council of Governments, the Dallas Regional Chamber of Commerce, area cities, Inland Port businesses, and transportation providers, and holding two regional colloquia, it was decided that a Transportation Management Association (TMA) would provide the best address Inland Port needs. Another TMA was already forming in the Legacy area of Plano.

Based on the consensus that the Inland Port TMA could provide the solution, DART worked with the Council of Governments to identify federal funding that could be used to form a TMA. DART would be the recipient of the funding and the TMA, once formed, would be a subrecipient, subscribing to all federal rules and requirements.

Subtasks:

- Identify and convene a Board of Directors broadly representative of Inland Port businesses and local governments
- File articles of incorporation with the State of Texas, and obtain tax exempt status
- Find initial funds for the TMA and develop long term local funding sources to match potential grants.
- Hold an initial Board meeting to elect officers, followed by monthly Board meetings to develop programs and policies and find solutions.
- Hire Executive Director and obtain support staff

Deliverables:

- Initial Board of Directors member list
- Meeting minutes from all Board of Directors meetings including agendas, information packets, presentation, and minutes.
- Name and resume of Executive Manager hired
- Approved list of By-Laws
- Membership enrollment documentation including agency/company name and description
- Articles of Incorporation and/or IRS 501 (c) letter of determination
TASK 2. INCREASE THE NUMBER OF MOBILITY OPTIONS AVAILABLE TO EMPLOYERS, EMPLOYEES, AND POTENTIAL EMPLOYEES FOR TRAVEL TO AND FROM THE MAJOR INLAND PORT BUSINESSES.

Once fully operational, the TMA will begin to develop a short and medium-term service plan, budget and realistic implementation timeline for shared mobility options which may be effective within the Inland Port. The planning process will be done in collaboration with DART, the Dallas Regional Chamber, member cities and other providers. Options include vanpool, TryParkingIt carpool, shuttle bus, regular route bus, and microtransit such as now operates to the Inland Port Amazon inside the DART Service Area.

Another option to connect populations in need of jobs and the jobs-rich Inland Port area is to provide partial subsidies for job holders or seekers to use private transportation to access the Inland Port. Such a service already operates to the Inland Port, but it is very expensive for target populations.

**Subtasks:**

- Recruit and obtain commitments from Inland Port businesses to provide an employee transportation coordinator (ETC) to work with the TMA from each company to promote, inform, educate, guide employees to the mobility options that will work best for their commute travel needs.

- TMA will provide on-going information, trainings, events, and game opportunities that promote and market use of mobility options within the Inland Port area. This would include establishing regular communication channels and internal champions within each company using the following approaches.

- In coordination with transportation providers and Inland Port businesses, consider the menu of mobility tools which could support the transportation challenges of the Inland Port. These include those listed above as well as flex hours, discounts, preferred parking, or other incentives to share a ride.

- From the menu of possible solutions, the IPTMA Board will develop a mobility program centered on those strategies which, in its judgment, will prove most effective. This will be developed into an overall annual and multi-year budget.

- Based on this budget the TMA will contract for services, determining routes, hours, locations and other aspects of service. The TMA will also work with local government to advocate transportation improvements it may not be able directly to fund.

**Deliverables:**

- Summary of Transportation Strategies, Services and Solutions
- Transportation Implementation Plan (Initial)
- Three Year Transportation Implementation, Budget, and Sustainability Plan (Final)
TASK #3. Advocate complete streets, ADA accessibility, and improved arterial roadway structure within the Inland Port to improve ability for pedestrian travel, bikes, shared mobility services and public transit travel. Strategies to Accomplish the Goal

Even when the Inland Port TMA is successful in its effort to providing sustainable and equitable access to the Inland Port, transportation often involves walking, scootering, or cycling at the end of the journey. For example, gaps in sidewalks can be challenging to those who walk to work from a bus stop. This can be an acute problem where persons with wheelchairs lack curb cuts or sidewalks. Though likely unable to fund capital improvements itself, the TMA must be proactive in advocating for complete streets accessible to all.

Subtasks:

- Develop a priority list of sidewalk, roadway and pedestrian crossing improvements supportive of Task #2.
- Advocate and collaborate with NCTCOG, TxDOT, Dallas County and Inland Port municipalities to obtain funding for improved pedestrian crossings, sidewalks, and roadways.
- Where public transportation has been developed, work with the above entities and DART to place solar stops, benches and shelters.

Deliverables:

- Annually update and place on appropriate websites an IPTMA priority list of sidewalks, roadway, pedestrian crossing in need of improvement.
- Document efforts to obtain funding through cities and the County.
- Examine stop, shelter and bench needs and document results.
- Monthly and Quarterly Financial, Ridership, and Activity Reports for Funders and TMA Board of Directors

TASK 4. Evaluate Report on the Effectiveness of the TMA and its Transportation Programs To Improve Service and Effectiveness

It is anticipated that the initial bundle of services chosen by the TMA will evolve over the life of the TMA. For one thing, the dynamic and economic growth of the Inland Port region guarantees that. Secondly, it is not possible to discern accurately in advance what services will work best in the TMA. Only experience will tell. For the purpose of documenting successes, sharing information and improving service offerings, substantial records must be kept.
Deliverables:

- Monthly progress reports sent out to Board with meeting minutes and agendas beginning the month after the hiring of the Executive Director.
- Documentation of Executive Director efforts to obtain funding through cities and the County.
- Quarterly and Annual Reports to Board and all stakeholders Examine stop, shelter and bench needs and document results.
- Monthly and Quarterly Financial, Ridership, and Activity Reports for Funders, Stakeholders, and TMA Board of Directors documenting but not limited to the following:
  - Total number of program participants including number of employers and employees
  - Program participant performance metrics such as dollars received from employers and/or local agencies, percentage of IP businesses participating, and results of employee interest and commute pattern surveys
  - Public sector commitment to new services or infrastructure improvements including description of improvement, costs, and anticipated completion
  - Measures of actual or anticipated program element effectiveness measured by dollar cost per participant or other appropriate measure.
  - Summary of all implemented and planned program services and infrastructure improvements
EXHIBIT B
Federal Funding Provisions

The Following clauses shall be incorporated in any Interlocal Agreement (ILA) and other agreements that are not defined as “procurement”, when federal funds are applied. If the agreement involves construction or transit vehicles, additional Federal requirements may apply. For this Exhibit B, the Term “Recipient” shall apply to the Authority and “Contractor” shall apply to the party contracting with the Authority.

Table of Contents

1. Federal Changes ..................................................................................................... 14
2. Fly America Requirements .................................................................................. 14
3. Buy America ......................................................................................................... 15
4. Energy Conservation ............................................................................................ 15
5. Lobbying Restrictions .......................................................................................... 16
6. Access to Records and Reports ........................................................................... 16
7. Recovered Materials ............................................................................................. 17
8. No Federal Government Obligation to Third Parties .......................................... 17
9. Program Fraud and False or Fraudulent Statements or Related Acts ................ 17
10 Termination and opportunity to cure .................................................................. 18
11. Debarment, Suspension, Ineligibility and Voluntary Exclusion ......................... 18
12. Civil Rights and Equal Opportunity ................................................................... 19
13. Intellectual Property Rights ............................................................................... 20
14. Disadvantaged Business Enterprise (DBE) ....................................................... 20
15. Safe Operation of Motor Vehicles ..................................................................... 20
16. Rights and Remedies of the AGENCY ............................................................... 21
17. Incorporation of Federal Transit Administration Terms. ................................... 21
18. Americans with Disabilities Act .......................................................................... 21

1. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

2. Fly America Requirements

a) Definitions. As used in this clause--
“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

3. Buy America

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all 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 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. If required, the Contractor shall submit to Recipient the appropriate Buy America certification.

4. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
5. Lobbying Restrictions

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Access to Records and Reports

a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

7. Recovered Materials
The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

8. No Federal Government Obligation to Third Parties
The Recipient 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 Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9. Program Fraud and False or Fraudulent Statements or Related Acts
The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, 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 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. §

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

10. Default

Violation or breach of Contract terms by the Contractor may be grounds for termination, and should said disputes be irreconcilable, Recipient shall terminate the agreement by default. Any costs directly related to the termination shall be paid by the Contractor, provided such amount shall not exceed the total contract amount for Contractor under this Agreement.

11. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in any federally assisted Award.

By signing this Exhibit B, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and
throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Civil Rights and Equal Opportunity

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.


13. **Intellectual Property Rights**

If the recipient or subrecipient wishes to enter into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award, the recipient or Subrecipient must comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Disadvantaged Business Enterprise (DBE)**

It is the policy of the Authority and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

15. **Safe Operation of Motor Vehicles**

**Seat Belt Use**
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

**Distracted Driving**
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.
16. Rights and Remedies of the AGENCY

The Recipient and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor’s organization.

If a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY’s direction or decisions made thereof.

17. Incorporation of Federal Transit Administration Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.


The contractor must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

________________________ Signature of Contractor's Authorized Official

________________________ Name and Title of Contractor's Authorized Official

________________________ Date
October 30, 2019

Mr. Gary C. Thomas  
President/Executive Director  
Dallas Area Rapid Transit  
PO Box 660163  
Dallas, TX 75266-0163

Re: Letter of No Prejudice for the Inland Port Transportation Management Association (IPTMA)

Dear Mr. Thomas:

The Federal Transit Administration (FTA) has completed its review of the IPTMA letter and supporting documentation dated October 24, 2019, requesting a Letter of No Prejudice (LONP) to cover the cost of creating and operating the IPTMA in southeast Dallas County. The IPTMA is anticipated to start Nov/Dec 2019.

The purpose of the IPTMA is to advocate, implement and promote multimodal transportation solutions within the Inland Port, as approved by the TMA Board of Directors. The LONP request is for $1.250M, the total cost of the IPTMA project, of which $1M is federal congestion management/air quality (CMAQ) funds to be transferred from the Federal Highway Administration (FHWA) to FTA. The North Central Texas Council of Governments Metropolitan Planning Organization (NCTCOG MPO) initiated a request for the funds transfer process on August 30, 2019. The IPTMA Project is currently programmed and federally approved in the May 2019 NCTCOG MPO Transportation Improvement Program (TIP), the Texas State Transportation Improvement Program (STIP), as well as the NCTCOG MPO’s long range transportation plan, Mobility 2045. FTA determined on October 22, 2019 that the IPTMA Project automatically qualifies as a Categorical Exclusion Type-4 project due to it being an administrative type of project.

This LONP approval allows DART to incur costs for the Project described above and retains the Project’s eligibility for future FTA grant assistance. As with all pre-award authority, all Federal requirements must be met prior to incurring costs in order to retain eligibility of the costs for future FTA grant assistance. The authority to incur costs provided in this letter does not constitute an FTA commitment that future Federal dollars will be approved for this project. This LONP expires on October 30, 2024.

Please contact Melissa Foreman, Community Planner at 817-978-0554 or Melissa.Foreman@dot.gov, with any questions you may have.

Sincerely,

Robert C. Patrick  
Regional Administrator

FTA Agreement with IPTMA-BD  
22  
1/8/2020 3:12:39 PM
DATE: January 14, 2020

SUBJECT: Approval of an Interlocal Agreement between DART and Trinity Metro for GoPass® Licensing

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute an interlocal agreement with Fort Worth Transportation Authority d/b/a Trinity Metro for GoPass® mobile app licensing with a recurring fee structure for hosting and maintenance, and subject to legal review.

COMMITTEE CONSIDERATIONS

- On December 10, 2019, the Public Affairs and Communication Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda.

FINANCIAL CONSIDERATIONS

- Ongoing licensing and maintenance fees from Trinity Metro ("TM") will support the successful continued operation of the GoPass® platform, and will support expenses incurred by DART for GoPass®, including hosting and licensing costs.

- TM will also fund front-end and back-office interfaces facilitating a feature customization and integration in the amount of $35,000.

- TM will also fund additional features into the GoPass® app for use by Trinity Metro in the amount of $168,000.

- The term of this ILA is thirty-six (36) months with a twenty-four (24) month option.

BUSINESS PURPOSE

- GoPass® is a nationally recognized mobile ticketing and scheduling application in use across large portions of the DFW metroplex. DART previously entered into agreements with TM and Denton County Transit Authority ("DCTA") allowing riders to use the GoPass® app across the metroplex in those agencies' service areas.

- DART is in the process of developing and implementing strategic change initiatives that will position the organization at the forefront of the Mobility as a Service (MaaS) service provider model. MaaS incorporates a move towards mobility solutions that are consumed as a service.
This is enabled by combining transportation services form public and private transportation providers through a unified mobile gateway. Implementing new features to GoPass® supporting the operations of other Agencies builds DART’s MaaS capabilities and benefits DART’s ridership in adding more choices and services to the offering of GoPass®.

. As transit service provided by DART, TM and DCTA has evolved over recent years; an opportunity has emerged to present greater flexibility in the design of the GoPass® application with specific feature availability across the service areas of ridership using GoPass®. Enhancing the app functionality and features increases the utility for DART riders, riders in other regions utilizing the app, and better equips the app for prospective further expansion of service area coverage.

. This ILA will be submitted for approval by Trinity Metro's Board upon approval of the ILA by the DART Board.

. Approval of this item will help achieve Board Strategic Priority 1: Continually improve service and safety experiences and perceptions for customers and the public; and Board Strategic Priority 6: Innovate to improve levels of service, business processes, and funding.

LEGAL CONSIDERATIONS

Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.
INTERLOCAL AGREEMENT FOR GOPASS® SUBSCRIPTION AND LICENSE

This agreement ("Agreement") between Fort Worth Transportation Authority d/b/a Trinity Metro ("Trinity") and Dallas Area Rapid Transit ("DART"), both regional transportation authorities created under Chapter 452 of the Texas Transportation Code, whose business offices are located at 801 Cherry Street, Suite 850, Fort Worth, TX 76102 and 1401 Pacific Street, Dallas TX 75202, respectively, (collectively, referred to as the “the Parties” or individually, as a “Party”) governs Trinity’s Use (defined below) of a certain mobile ticketing application defined below, generally referred to as “GoPass®”, limited as set forth herein.

WHEREAS, DART has a contractual relationship with Unwire Payments & Mobility ApS ("Unwire") relating to the development of a mobile ticketing application and platform that provides for the purchase, payment and delivery of tickets for transit and other fare products, as well as providing other transit service features such as travel planning, status information about buses and trains and other transit enhancements; and

WHEREAS, Trinity desires, under the terms of this Agreement to access and utilize the mobile ticketing application referred to herein as the GoPass® System (defined below); and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.**
   a. “Use” or “Using” means to download, install, activate, access or otherwise use the System.
   b. “System” means the mobile ticketing application, the software, and the back office related to GoPass® and any Upgrades made available hereunder to Trinity by DART.
   c. “Documentation” means the System technical manuals, training materials, specifications or other documentation applicable to the System software provided to Trinity by DART.
   d. “App” or “Application” means the customer facing aspects of the System.
   e. “Back Office” means the portion of the System which administers and supports the Application.
   f. “Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and any other modifications to the System and backup copies
of the related software.

2. **ACCEPTANCE OF TERMS.** By Using the System, Trinity agrees to be bound by the terms of the Agreement. The undersigned signatory on behalf of Trinity represents he or she has the authority to bind Trinity. If the undersigned does not have such authority, Trinity may not Use the System software provided by DART, it may not be installed or downloaded, and it must be returned to DART within three (3) days of the date Trinity received the software.

3. **LICENSE, CONDITIONS, AND OWNERSHIP.**

   a. Subject to payment of the License Fees (defined below) set forth in Exhibit A, attached hereto and incorporated herein for all purposes, as well as compliance with this Agreement, DART grants Trinity a limited, non-exclusive and non-transferable license to Use the System as set forth herein and solely for Trinity’s internal operations, in accordance with the Documentation, and within Trinity’s existing service area. Trinity is solely responsible for the consequences of Trinity’s Use including, without limitation, obtaining any and all permits, licenses and other regulatory or other approvals required for such Use. Trinity hereby accepts all responsibility for such Use at Trinity’s sole risk. Trinity’s license is valid only if the registration is complete and accurate. The System software provided to Trinity hereunder may contain open source software, subject to separate license terms made available with the software or Documentation.

   b. Trinity’s license is valid solely for the term or period of time specified below in Section 14 hereof. Trinity’s right to Use the System software begins on the date the software is made available to Trinity for download or installation and continues until the end of the term set forth below, unless otherwise terminated earlier under this Agreement or otherwise.

   c. Trinity is solely responsible for: (a) selecting the appropriate software and equipment for use in Trinity’s operations; (b) properly installing and configuring any System software provided under this Agreement; (c) testing the Application to verify that, when used separately or as part of Trinity’s operations, the Application and the System software provided operate as intended and according to the Documentation; and (d) ensuring that the System and software provided meets Trinity’s requirements. Trinity assumes all risks arising from its evaluation of the System, related software and Documentation.

   d. The license granted hereunder is conditioned upon Trinity’s payment to DART when due the then-current one-time and recurring fees (individually, a “Fee” and collectively “Fees”) as well as any other applicable fees (all Fees dues hereunder, collectively “License Fees”) for the license granted herein, as set forth in Exhibit A.
e. Upon termination of Maintenance Services for the software provided, this Agreement will automatically terminate, DART shall have no further obligation to deliver Maintenance Services, and Trinity shall have no further right to Use the System in any way. Trinity acknowledges that its Use of any System software not permitted hereunder violates the terms of this Agreement and is deemed to infringe the rights of DART and any third parties with rights in and to the System.

f. DART and certain third parties and licensors retain interests in all intellectual property rights in and to the System, including copies, improvements, enhancements, derivative works and modifications of the related software. Trinity’s right to Use such software is limited to those expressly granted by this Agreement. No other rights with respect to the System or any related intellectual property rights are granted or implied. Trinity hereby covenants that it will not challenge DART’s or Unwire’s rights to or ownership of the System (including derivatives and improvements), any DART or GoPass® entity trade name, trademark, trade device, logo, symbol or code and the goodwill associated therewith, and related intellectual property rights, or directly or indirectly, assert any rights with respect to any of the foregoing inconsistent with DART’s interests thereto or do or suffer to be done any other act or thing that might in any way impair the rights of DART in and to any of the foregoing.

4. **INVOICES.** Invoices for License Fees shall be issued as provided in Exhibit A and, unless otherwise agreed in writing, payment shall be due thirty (30) days after the invoice date. All payments to DART shall be in U.S. dollars and in immediately available funds. Any failure to pay such invoices within ten (10) days of when due (subject to any legitimately disputed amount which may be temporarily withheld by Trinity for no more than thirty (30) days) shall entitle DART to terminate the license granted hereunder and all rights to the System software provided and any other rights addressed or granted herein.

5. **LIMITATIONS AND RESTRICTIONS.** Trinity shall not and will not allow a third party to:

   a. transfer, sublicense, or assign Trinity’s rights under this license to any other person or entity, unless expressly authorized by DART in advance in writing;

   b. modify, adapt or create derivative works of the System software or Documentation;

   c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the System;

   d. make the functionality of the System or System software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly
authorized by DART in advance in writing;

e. Use System software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by DART in advance in writing;

f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the System; or

g. take or permit any act that would in any way impair the rights of DART or its licensor(s) in the System.

6. **DART RESPONSIBILITIES.**

a. Communication. DART shall identify a project representative to coordinate all communication with Trinity regarding this Agreement. Trinity shall not communicate with DART’s licensors with regard to this Agreement or with regard to changes or additional features of the System, unless expressly agreed to in advance by DART. Notwithstanding the foregoing, reference is made to Exhibit C, attached hereto and incorporated herein for all purposes, which sets out services to be provided to Trinity by Unwire.

b. Tickets. DART shall incorporate or cause to be incorporated, Trinity ticket types, pricing, logo and service marks into the App and make the Trinity tickets available for sale to the public in the App. DART reserves the right to exclude any ticket type and shall provide notice of such exclusion to Trinity. DART shall honor Trinity’s regional ticket types for service on the DART system in compliance with approved fare structures.

c. Refunds. As part of resolving customer complaints, DART may make refunds to Trinity customers. Refunds shall only be made by DART for tickets that have not been activated and where the refund amount is $15.00 or less. This amount may be changed by written agreement of the Parties and without the need to amend this Agreement. Any other refunds to Trinity customers shall require the approval of Trinity. Refunds by DART shall be processed electronically with Trinity funds accessed through the Back Office.

d. Back Office. DART shall provide or cause to be provided to Trinity a portal to a portion of the Back Office to access Trinity data. Trinity data shall be available in the Back Office for at least eighteen (18) months from the date of the transaction.

e. App Stores. DART shall be responsible for posting the App to the appropriate App stores and for keeping the App current, as DART determines to be necessary, at no charge to Trinity. DART shall promote the App at DART’s discretion.
f. DART will provide commercially reasonable efforts to: (a) cause the System to be delivered to Trinity without disruption to functionality and (b) to cooperatively resolve any issues either or both Parties may have with Unwire or each other.

7. **TRINITY RESPONSIBILITIES.**

   a. **Communication.** Trinity shall identify a project representative to coordinate all communication with DART regarding this Agreement.

   b. **Back Office.** To the extent currently available, and as may be further available during the term of this Agreement, Trinity shall be responsible for modifying Trinity's user interfaces that are available for sale in the App using tools available in the Back Office. It shall be Trinity's responsibility to ensure that the data entered is accurate, either by direct data entry when available to Trinity, or by consistent and diligent review when direct data entry is not available to Trinity. DART assumes no responsibility for the accuracy of Trinity's data.

   c. **Tickets.** Until Trinity has obtained direct access for data entry, Trinity shall provide information about the user interfaces (ticket type and price) that it desires to be made available through the App. Trinity shall notify DART in writing of changes in such information. Trinity shall honor DART’s regional ticket fares for service on Trinity’s system, in compliance with approved fare structures.

8. **WARRANTY.**

   “Acceptance”, as used in this clause, means the act of an authorized representative of Trinity who approves specific services, as partial or complete performance of this Agreement. “Correction,” as used in this clause, means the elimination of a defect. Unwire warrants that the System provided under this Agreement will be free from defects in workmanship and will conform to requirements of this Agreement. Trinity shall provide written notice DART of any defect or nonconformance of the System to be addressed by Unwire. This notice shall state whether Trinity requests or requires Correction of such defect or shall indicate that Trinity does not require correction. If Unwire is required to correct or reperform, it shall be at no cost to Trinity and Correction provided by Unwire shall be subject to the terms of this Agreement to the same extent as work initially performed. If Unwire fails or refuses to provide the Correction necessary, Trinity may make the Correction and charge to Unwire the cost incurred by Trinity for such Correction.

   The System does not include fail-safe control functionality and is not designed, manufactured, intended, nor authorized to be used to provide fail safe
functionality and is not licensed for use in the operation of transportation navigation systems, transportation communication systems, traffic control facilities or electrical facilities or for any other use in which the failure of the System, System software or any component thereof could lead to death, personal injury, physical, environmental, property or financial damage. Notwithstanding any other provision hereof,

9. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** In no event will DART be liable for the following, regardless of the theory of liability, or whether arising out of the Use or inability to Use the System, System software, contract, warranty, tort (including negligence), product liability or: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. Liability, if any, of DART, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to Trinity, whether based in warranty, contract, tort (including any level of negligence), or any other theory, if available at all, shall not exceed the License Fees paid by Trinity to DART in the twelve (12) months preceding the claim. This limitation of liability is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law. DART in no way intends to nor shall be deemed to herein or by performing hereunder to have waived any governmental immunity, defenses or limitations on liability available to DART under Texas or any other applicable law. TRINITY HEREBY ACKNOWLEDGES AND AGREES THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EXHIBITS AND THE PRICES AND OTHER CHARGES CONTEMPLATED HEREIN, ARE BASED UPON THE LIMITED WARRANTY, LIMITATIONS OF LIABILITY, DISCLAIMERS AND INDEMNIFICATION PROVISIONS SET FORTH HEREIN, AND THAT DART WOULD NOT HAVE ENTERED INTO THIS AGREEMENT OR GRANTED TRINITY THE RIGHTS SET FORTH HEREIN IN THE ABSENCE OF ANY OF THESE PROTECTIONS AND PROVISIONS.

10. **UPGRADES AND ADDITIONAL COPIES OF SOFTWARE.**

Notwithstanding any other provision of this Agreement, Trinity is not permitted to Use Upgrades unless Trinity, at the time of acquiring such Upgrade:

   a. already holds a valid license for the original version of the relevant System software, is in compliance with such license, and has paid DART the applicable License Fee for the Upgrade;

   b. limits Trinity’s Use of Upgrades or copies to Use on devices Trinity owns or leases; and

   c. unless otherwise provided in the Documentation, makes and Uses
additional copies solely for backup purposes, where backup is limited to archiving for restoration purposes.

11. **TOKEN SHARING AGREEMENT.** The Token Sharing Agreement governing certain payment procedures and protocols, attached hereto and incorporated herein as Exhibit B, and incorporated herein for all purposes, will simultaneously be executed by the Parties upon execution of this Agreement.

12. **SERVICE LEVEL AGREEMENT.** Terms for Service Level Agreement (SLA) are included in Exhibit C. DART and Unwire have certain responsibilities for performing troubleshooting activities and support for Trinity as detailed in Exhibit C. Unwire is solely responsible for maintaining GoPass® service availability and responsible for any penalties related to any deficiencies in SLA performance 0Eas set out in Exhibit C.

13. **AUDIT.** During the license term herein and for a period of three (3) years after its expiration or termination, Trinity will take reasonable steps to maintain complete and accurate records of Trinity's use of the System and System software sufficient to verify compliance with this Agreement. Within a reasonable period following a written request from DART, not more than once annually, Trinity will certify accurate counts regarding Trinity’s Use of the System software. If the certified count discloses underpayment of License Fees, Trinity will promptly pay such License Fees to DART, plus an interest rate of five percent (5%) per annum on unpaid sums.

14. **TERM AND TERMINATION.** This Agreement shall commence on the date it is last executed by a Party and shall remain effective for thirty-six (36) months thereafter (“Initial Term”), unless earlier terminated as set forth herein. At the end of the Initial Term this Agreement will automatically renew for twenty-four (24) month periods (each a “Renewal Term”) unless DART provides Trinity ninety (90) days written notice, prior to the expiration of any Term, of DART’s intention not to renew the Agreement, or unless earlier terminated. **Either Party may terminate this Agreement at any time by providing six (6) months advance written notice to the other Party.** This Agreement will terminate at DART’s discretion and upon written notice from DART if Trinity breaches its terms, or if Trinity fails to pay any portion of the License Fees as required herein and Trinity fails to cure that breach or non-payment within sixty (60) days of written notice of breach or non-payment. Upon termination of this Agreement and/or the license grant, Trinity shall cease Use of the System and shall destroy all copies of System software in Trinity’s possession or control.

15. **TRANSFERABILITY.** Trinity may not transfer or assign these license rights to another person or entity without DART’s advance written approval. Any attempted transfer or, assignment in violation of the foregoing shall be void and of no effect.

16. **SURVIVAL.** Sections 3(f), 5, 8, 9, 10, 13, 15, 17,18, 19, 20, 21, 22, and 23 shall
survive termination or expiration of this Agreement.

17. **CONFIDENTIALITY.** "Confidential Information" means all information relating to the System, including the results of any testing performed under this Agreement. Confidential Information is made up of proprietary and trade secret information. Subject to applicable statutory requirements, Each Party shall keep such Confidential Information provided by the other confidential and shall not use the Confidential Information for the benefit of any third party or in violation of the terms of this Agreement. Trinity shall not disclose such information to any other person or entity, except to employees who require access to such information in order to Use the System as contemplated herein, and then only after obtaining an agreement from said employees to keep the Confidential Information confidential to the same extent as required herein. Trinity may only use the Confidential Information as necessary to exercise the rights expressly granted hereunder. Subject to applicable law, including applicable records retention requirements, upon expiration or termination of this License, Each Party shall destroy all Confidential Information learned or received from the other and provide written certification of same signed by an officer of that Party. Each Party shall be responsible for ensuring that any third party receiving Confidential Information from such Party shall comply with the confidentiality and non-disclosure terms herein and shall be responsible for any breach thereof by any third party. Any breach of the provisions of this Section is a breach of this Agreement and may cause irreparable harm to the non-breaching Party who shall be entitled to receive injunctive or equitable relief, in addition to all other legal remedies.

18. **RELEASE.** TRINITY hereby unconditionally and irrevocably releases and discharges DART and ITS EMPLOYEES, DIRECTORS, CONTRACTORS, SUPPLIERS, AND, LICENSORS (collectively, the “DART Parties”) from any and all loss, claim, damage or other liability associated with, arising from or related to Trinity’s evaluation, access, or Use of the System, System software or Documentation, and to the extent allowed by law, hereby agrees to indemnify, defend and hold DART and the DART Parties harmless against any such liability, including without limitation, any liability resulting from DART’s negligence at any level.

19. **OTHER REMEDIES.** Nothing contained herein shall limit any remedies that DART may have for Trinity’s default under this Agreement, nor relieve Trinity of any of its obligations incurred prior or after to termination of this Agreement.

20. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement, will be governed, interpreted and construed in accordance with the laws of the State of Texas. Venue for any action brought in connection or related with this Agreement shall be only in Dallas County, Texas or the Federal District Court, Northern District of Texas, Dallas Division. By their signatures below, the
Parties irrevocably submit themselves to exclusive jurisdiction as set forth herein.

21. **INTEGRATION AND SEVERABILITY.** If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, this Agreement constitutes the entire agreement between the Parties with respect to the license of the System to Trinity and supersedes any conflicting or additional terms contained in any other agreement, purchase order or elsewhere, all of which terms are excluded. This provision by example and not limitation, specifically, if not otherwise already accomplished, has the effect of terminating the Interlocal Agreement between the Parties dated 6/28/2013.

22. **REPRESENTATION BY COUNSEL.** Each Party to this Agreement acknowledges that such Party has: (a) read this Agreement in its entirety; (b) had full opportunity to review this Agreement; and (c) been represented by counsel in connection with this Agreement, the negotiation of the terms and conditions set forth in this Agreement and the transactions contemplated by this Agreement. Accordingly, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. Any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived by Trinity.

23. **REGISTERED TRADEMARKS.** Trinity acknowledges that “DART”, the DART logo and “GoPass®” are trademarks or registered trademarks of DART and/or its affiliates in the U.S. and other countries. Third party trademarks mentioned are the property of their respective owners and no rights relative thereto are granted, unless specifically set forth herein.

24. **INDEPENDENT PARTIES.** The relationship described in this Agreement is contractual in nature between independent parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship.

25. **NO THIRD PARTIES.** Nothing in this Agreement shall be construed to create any rights in a third party nor do the Parties intend to create any third-party beneficiaries.

26. **NOTICES.** Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the Party’s address as set out below:

    DART: Dallas Area Rapid Transit
    1401 Pacific Avenue
    Dallas, Texas 75202
    Attention: Executive Vice President and Chief Administrative Officer
27. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of the other Party, which may be withheld for any reason.

28. **COUNTERPARTS.** This Agreement may be entered into in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement in multiple originals, effective as of the date last signed by a Party.

**DALLAS AREA RAPID TRANSIT**

By: ______________________

Gary C. Thomas
President/Executive Director

Date: ________________

---

**FORT WORTH TRANSPORTATION AUTHORITY D/B/A TRINITY METRO**

By: ______________________

Date: ________________

Exhibits to Agreement. Exhibits B and C to be executed simultaneously with this Agreement.

- **Exhibit A** Trinity Metro Pricing & Feature Scope
- **Exhibit B** Trinity Metro Token Sharing Agreement
- **Exhibit C** Trinity Metro Service Level Agreement
Trinity Metro ILA Agreement – Exhibit A: Trinity Metro Pricing & Feature Scope

**One-time Setup Fee:**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>GoPass® 4.0</td>
<td>$35,000</td>
</tr>
</tbody>
</table>

**Feature Delivery Fees:**

<table>
<thead>
<tr>
<th>Feature Delivery</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>NextBus App</td>
<td>$8,000</td>
</tr>
<tr>
<td>VIA On Demand Service</td>
<td>$100,000</td>
</tr>
<tr>
<td>Lyft/DCTA Service Offering</td>
<td>$15,000</td>
</tr>
<tr>
<td>B-Cycle Bike Sharing Service</td>
<td>$25,000</td>
</tr>
<tr>
<td>Uber Integration</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

Total Setup Fee: $35,000

Total Feature Delivery Fees: $168,000

Total One-Time Fees: $203,000

---

**Feature Delivery Billing Schedule:**

<table>
<thead>
<tr>
<th>Fee</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Setup Fee</td>
<td>100% Billed on execution of ILA</td>
</tr>
<tr>
<td>Feature Delivery Fees</td>
<td>30% Billed on execution of ILA</td>
</tr>
<tr>
<td></td>
<td>30% Billed 3 months from execution of ILA</td>
</tr>
<tr>
<td></td>
<td>40% Billed 6 months from on execution of ILA</td>
</tr>
</tbody>
</table>

**Operational Fees and Charges:**

- Program Management Fee
  - withheld by DART monthly on the first business day of each month for the prior month:
    - (a) $1300 per month on the first business day of each month during the term of the ILA,
    - (b) 2% rate for in-app revenue per month of Sales originated in App front-end,
    - (c) 0.25% rate for Affiliate Pass sales originated in back office and issued in bulk.

- Service Fee (Premium Tier)
  - $200 per month on the first business day of each month during the term of the ILA

*Affiliate passes are passes issued in bulk to corporate, student, group or conference customers through back office implementation and administration (i.e. not purchased in front end application)*

**Annual Maintenance Fee:**

- $5000 per annum paid on execution of the ILA and on each annual anniversary date thereafter.
Credit Card & Interchange Gateway Fees: 2.5% of in-app revenue per month on the first business day of each month during the term of the ILA. DART is planning on integrating Trinity’s banking Merchant ID, which will enable Credit Card transactions related to Trinity products to be directly handled by Trinity. Once implemented, the 2.5% fees for this service will be halted.

**Additional Work Fees**

Additional development may be obtained with DART’s written agreement at the rates set forth below. These rates are subject to an annual rate escalation of 3% per annum from date of execution of the ILA and each yearly anniversary date thereafter.

Hourly rate $150 / hr.

Additional work includes services such as, by example and not limitation: testing, program management, training development, project management field technician services, software and system engineering, additional technical support inquiries and project engineering.

**Notes:**

- In operating Microtransit services, Trinity will incur operational fees for these services. In providing the integration to VIA to enable operation through GoPass®, DART takes no responsibility for any operational fees incurred by Trinity. The fee is for integration alone, and not to be attributable to operations.

- DART reserves the right to adjust fees with ninety (90) days’ notice to Trinity, but will make reasonable efforts to maintain a market competitive rate for services offered through GoPass®, and will endeavor to not adjust any rates without providing a clear justification for doing so.

**Feature Delivery Timing:**

Feature delivery timing is in estimate and

- GoPass® 4.0 App Delivery 3 Months from Notice to Proceed
- NextBus App 3 Months from Notice to Proceed
- B-Cycle Bike Sharing Service 3 Months from Notice to Proceed
- Uber Integration 3 Months from Notice to Proceed
- VIA on-Demand Service 6 Months from Notice to Proceed
- LYFT/DCTA Service Offering 6 Months from Notice to Proceed
*Delivery for features is subject to Trinity Metro obtaining and/or maintaining appropriate vendor partnership contracts with respective external service parties (ex: NextBus, B-Cycle, Uber, etc.) where necessary.

**Feature Delivery Details:**

1. **GoPass® 4.0 App Delivery**
   **Overview**
   GoPass® 4.0 leverages a revised architecture to provide greater personalization in rider experience and the facility for a broader set of diverse features to be implemented in a localized manner across multiple Agencies and markets.

   **Implementation**
   GoPass® 4.0 is currently in development, and DART and Unwire are refining the product architecture to ensure that a strong customer experience is delivered for all Agencies operating the GoPass® App. GoPass® 4.0 includes various new features, such as Barcode enabled ticket generation via Genfare Link, per Trinity Metro’s specification, greater branding neutralization, and greater Agency driven prioritization of content. GoPass® 4.0 will include a continuously evolving feature set, and new features will be made available to Trinity as they are developed and selected for activation by the Agency.

2. **NextBus App**
   **Overview**
   NextBus is an application that provides real-time updates for service availability. The goal of this is to integrate real-time updates into the GoPass® App for Trinity Metro routes.

   **Implementation**
   NextBus is a Cubic product, and to ensure that GoPass® can seamlessly integrate real-time scheduling data, this data must be provided in line with the General Transit Feed Specification Real-Time (GTFS-R) data format. If TM can secure data provision from Cubic within this format, real-time service details can be integrated to the GoPass® app with relatively minor development work.

3. **B-Cycle Bike Sharing Service**
   **Overview**
   B-Cycle is a micro-mobility provider who operates within Trinity’s service area. The same functionality that is currently offered within GoPass® for Bird Scooters should be implemented for B-Cycle. B-Cycle service on offer also includes some e-bikes.

   **Implementation**
   B-Cycle should be presented as visible within the Maps screen and provide a deep link to B-Cycle’s App should a user click on a cycle in the Map to commence a ride. If B-Cycle can provide charge status for electric bikes, this should also be presented within the GoPass® in-app maps interface.
4. Uber Integration

Overview
Trinity desires to have Uber integration with Trinity Metro within App, similarly to how Uber is currently integrated within DART service area. Since Lyft integration is being undertaken (Item #6), special accommodation must be made regarding display of in-app options for Uber and Lyft.

Implementation
For Micro-transit, intelligent switching between Uber and Lyft should be enabled depending on which provider has a better service offer (based on ETA, and price) across a service area. Present Uber ride-share options via Uber’s API. Trinity Metro will require a separate agreement with Uber to operate a shared ride service within specified service areas, this is a pre-requisite for this feature to be made operational within GoPass® App for Trinity service areas.

5. VIA on-Demand Service

Overview
VIA is Trinity Metro’s supplier of choice for Micro-transit operations. Booking and operation of Micro-transit services is handled by VIA. Trinity Metro desires to integrate booking of Micro-Transit services to the GoPass® App. This is an extension of the current GoLink functionality that DART has implemented with Spare Labs, Uber and Irving Holdings. VIA is in use around one area, and TM wants to expand it to more areas. Currently an App is listed in the App Store as “Zip Zone”, powered by VIA.

Implementation
To successfully implement this service, the GoPass® App will be required to identify whether the origin & destination of a transit journey are within pre-defined zones in which VIA operates with TM. When a rider is located within these zones, Unwire will route a request to VIA to return estimate for the trip. Unwire will then transmit the request to Via from the GoPass® App should the rider complete their booking. This is a significant development undertaking as both parameters around Microtransit travel and API structures will differ between DART’s solution and VIA’s offering. The development work scope to implement VIA to GoPass® is made up as follows:

35% VIA API/ service integrator
10% Coordination with VIA
10% Travel tools geo-fenced service detector
5% UI design and asset development (vehicle icons, ZipZone Logo, etc)
10% iOS & Android app front-end implementation
10% Project Management
10% Quality Assurance
10% Pilot and Go Live support
6. **LYFT/DCTA Service Offering**

**Overview**
Lyft is currently in service handling micro-transit in specific transit zones in the Alliance area. This travel is completed utilizing a promotional code from within the Lyft App. Customers use the Lyft app on their smartphone to book their travel. To integrate Lyft/DCTA service offering to GoPass®, the method that will be used is identification of a user being within the service zone based on origin and destination information entered by the user.

**Implementation**
If a user is attempting to schedule travel inside this service area, the App should display messaging promoting the Lyft service, and issuing a promotional code to the customer. This should have the ability to be configured on and off as needed. The user will be deep linked out to the Lyft App.
Trinity Metro ILA Agreement – Exhibit B – Trinity Metro Token Sharing Agreement

This Agreement is being entered into by Dallas Area Rapid Transit Authority ("DART") and Fort Worth Transportation Authority d/b/a Trinity Metro ("Trinity"), both regional transportation authorities existing under Chapter 452 of the Texas Transportation Code, hereinafter referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Parties have entered into an Interlocal Agreement dated simultaneously herewith to provide mobile ticketing services in order to access and utilize GoPass® mobile ticketing products; and

WHEREAS, in order to facilitate payment processing, the Parties desire to enter into this Agreement ensuring that a user’s data may be shared between the Parties and with Unwire or other licensors of DART.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

1.00 DEFINITIONS

1.01. “Token” means unique identification symbols that identify a credit card number of a User (defined below).

1.02. “Service Provider” means a third party engaged by DART or a contractor of DART to convert credit card numbers of Users to encrypted digital representations ("Tokens").

1.03. “User” means a customer of one of the Parties that purchases a product or services from that Party on the mobile ticketing platform.

1.04. “Unwire” means Unwire Payments & Mobility ApS, a service provider of DART that delivers and operates the mobile ticketing platform.

2.00 SHARING OF TOKENS

2.01. When a User registers itself with one of the Parties on the mobile ticketing platform the User registers a credit card. The credit card information will be sent to a service provider who will provide that Party with a Token to be used for future transactions with the User.

2.02. A User’s Token may be shared between Parties or with Unwire or another contractor of DART.

2.03. The Parties will not receive any payment for sharing Tokens.
3.00 RIGHTS IN DATA

3.01. This Agreement shall not be deemed in any way grant to any Party any property or other rights to any Token that was either received by that Party or shared by that Party with the other Party or with another.

3.02. Upon termination of this Agreement, the Parties shall delete any and all Tokens and records of Tokens from storage and use and the Parties shall no longer be entitled to use such Tokens for any purpose.

4.00 TERM, WITHDRAWAL AND TERMINATION

This Agreement shall be effective as of the date last signed by a Party and shall remain effective for the duration of and be conterminous with the DART/Trinity ILA for use of GoPass®.

5.00 MISCELLANEOUS PROVISIONS

5.01. Liability. It is understood and agreed between the Parties that each Party shall be responsible for its own acts of negligence in connection with this Agreement and neither Party shall be responsible to another Party for any negligent act or omission in connection with this Agreement. If injury, financial, or property damage results from the joint or concurrent negligence of any of the Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available, including governmental immunity. No provision herein shall be deemed a waiver of any defense by any Party.

5.02. Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties. No Party shall be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

5.03. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the Party being asked to consent.

5.04. Amendments to Agreement. No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the Parties hereto.

5.05. Severability. If any provision of this Agreement is held for any reason to be illegal, unenforceable or invalid, such holding will not affect the legality or validity of any of the other provisions herein. The illegal, unenforceable or invalid provision will be deemed stricken and deleted from this Agreement, but all other provisions shall
continue and be given effect as if the illegal or invalid provisions had never been incorporated.

5.06. **Choice of Laws and Venue.** This Agreement shall be governed by Texas law and exclusive venue shall be in Dallas County, Texas.

5.07. **Counterparts.** This Agreement may be executed in multiple counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.08. **Survival of Covenants.** Any of the representatives, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement, shall survive termination.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement in multiple originals effective as of the date last signed by a Party.

**DALLAS AREA RAPID TRANSIT**

**By:**

Gary C. Thomas  
President/Executive Director

**Date:**

**FORT WORTH TRANSPORTATION AUTHORITY D/B/A TRINITY METRO**

**By:**

Date:
Trinity Metro ILA Agreement – Exhibit C – Trinity Metro Service Level Agreement

Contents

1.00 PURPOSE ..................................................................................................................................... 18
2.00 SERVICE LEVELS ....................................................................................................................... 18
3.00 HOSTED BACK END SERVICE AVAILABILITY ........................................................................ 18
   3.1 SERVICE WINDOWS ........................................................................................................ 19
   3.2 AVAILABILITY PENALTY ................................................................................................. 19
4.00 INCIDENT MANAGEMENT ........................................................................................................ 20
   4.1 INCIDENT REACTION TIMES .......................................................................................... 22
   4.2 END-USER CLIENT APP BUGS .......................................................................................... 22
5.00 TECHNICAL SUPPORT ENQUIRIES ......................................................................................... 23
6.00 REPORTING .......................................................................................................................... 24
7.00 HOSTING ..................................................................................................................................... 24
8.00 CUSTOMER’S SECURITY OBLIGATIONS .................................................................................. 24
1.00  PURPOSE

This is a Service Level Agreement ("SLA") between Unwire Payments and Mobility ApS ("Unwire"), Dallas Area Rapid Transit ("DART") and the Fort Worth Transportation Authority d/b/a Trinity Metro ("Trinity"), for IT services required to support and sustain GoPass® as provided to Trinity by Dallas Area Rapid Transit ("DART" or "Vendor"). Unwire is solely responsible for GoPass® service availability and for any availability penalties in accordance with Tables 4.

This Agreement remains in effect until superseded by a revised agreement mutually endorsed by Unwire, DART and Trinity or terminated as set forth herein.  This Agreement is coterminous with the Interlocal/Sublicensing Agreement (the "ILA") between DART and Trinity dated of even date herewith.

2.00  SERVICE LEVELS

Unwire offers three (3) service levels as specified below. For the avoidance of doubt all times referred to in this SLA are cited as CST/CDT (US Central Standard Time/US Central Daylight Time), whichever one is applicable for Trinity from time to time, unless otherwise specified.

Table 1 Service Levels

<table>
<thead>
<tr>
<th>Service Levels</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>Access to Vendor’s technical support services within Vendor’s business hours.</td>
</tr>
<tr>
<td>Plus</td>
<td>Same as Standard plus additional access to server duty Monday-Friday 17:00-22:00 in case of P1 Events*</td>
</tr>
<tr>
<td>Premium</td>
<td>Same as Standard plus additional access to server duty 24 hours a day, 7 days a week, 365 days a year in case of P1 Events*</td>
</tr>
</tbody>
</table>

* As defined in Tables 5a to 5c below.

Trinity will be provided “Premium” service level. The price to Trinity for these services is reflected in the ILA. DART’s business hours are 09.00-17.00 Monday-Friday (CST/CDT), excluding US public holidays and Decembers 24 and December 31. Business days are Monday-Friday, excluding US public holidays and 12/24 and 12/31.

Unwire business hours are from 09.00-17.00 Monday-Friday (CET/CEST), excluding Danish public holidays and December 24 and December 31. A full list of Danish national holidays can be found at this location: https://www.worlddata.info/europe/denmark/public-holidays.php

3.00  HOSTED BACK END SERVICE AVAILABILITY

Availability of the hosted services is measured on a quarterly basis, recognized as 1st quarter (January through March), 2nd quarter (April through June), 3rd quarter (July through September) and 4th quarter (October through December) of the calendar year.
Table 2 Uptime

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Agreed Availability</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>≥ 98,00% - What number is this?</td>
<td>Per quarter</td>
</tr>
<tr>
<td>Plus</td>
<td>≥ 99,00%</td>
<td>Per quarter</td>
</tr>
<tr>
<td>Premium</td>
<td>≥ 99,50%</td>
<td>Per quarter</td>
</tr>
</tbody>
</table>

Availability Calculation

Service Availability is measured in percentages and calculated as follows:

\[
\text{Service Availability (\%)} = \frac{\text{Agreed Availability - Downtime}}{\text{Agreed Availability}} \times 100
\]

Downtime is defined as the percentage of time for which the hosted business critical service(s) is/are down. All types of breakdown/incidents, irrespective of reason, caused by payment providers, telecoms operators, telecoms companies, energy supply companies and any third party services is not considered as “Downtime” as defined herein. Amazon AWS is not seen as a third party for purposes of this definition. Service windows announced in accordance with the SLA are not considered Downtime. Any downtime caused by Trinity that affects the software and the systems without Unwire’s prior approval is not considered Downtime.

3.1 SERVICE WINDOWS

Service windows related to necessary system changes and maintenance will be made outside normal working hours as set forth in Table 3. Unwire reserves the right to extend the service windows for Premium level (01.00-05.00) if server/networks installations and system restructuring are required. This temporary extension of hours will not be considered downtime.

Table 3 Service Windows

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Service Windows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>18.00 – 08.00 (Business Days)</td>
</tr>
<tr>
<td>Plus</td>
<td>22.00 – 06.00 (one day a week)</td>
</tr>
<tr>
<td>Premium*</td>
<td>02.00 – 04.00 (one day a week)</td>
</tr>
</tbody>
</table>

*For Premium level: All regular and extended service windows are notified by Unwire by email. All regular service windows are notified one day in advance and extended service windows (01.00-05.00) are notified one week in advance.

3.2 AVAILABILITY PENALTY

If system availability fails to comply with the applicable service level, Trinity will be compensated by Unwire as set forth in Table 4. This compensation will appear in the monthly invoice to Trinity.

Table 4 Availability penalty
### Service Level and Availability Penalty

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Availability Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>&quot;Compensation value&quot;: None</td>
</tr>
<tr>
<td>Plus</td>
<td>&quot;Compensation value&quot;: 15% of the monthly fixed SLA charge for each absolute percentage discrepancy (However, no more than 25% of the monthly SLA fee)</td>
</tr>
<tr>
<td>Premium</td>
<td>&quot;Compensation value&quot;: 75% of the monthly SLA Charge for each absolute percentage discrepancy (However, no more than 100% of the monthly SLA fee)</td>
</tr>
</tbody>
</table>

Penalties cannot co-exist. Only the penalty with the highest compensation value will apply. The compensation value will be settled as service credits.

### 4.00 INCIDENT MANAGEMENT

DART and Unwire will remedy reported incidents in accordance with the guidelines set forth in this SLA agreement.

**P1 incidents within DART business hours:** Within DART business hours, all P1 incidents must be reported to DART as set forth below:

email to GOPASS® @dart.org  phone to 214-907-3905

**P1 incidents outside DART business hours:** Outside DART business hours, all P1 incidents must be reported by phone as set forth below:

phone to +1-855-631-8909

**P2-P4 incidents (DART business hours only):** All P2-P4 incidents must be reported as set forth below:

email to GOPASS® @dart.org  Phone to 214-907-3905

Incidents are categorised in accordance with the following Tables 5a, 5b and 5c.

#### Table 5a Incident severity definitions

<table>
<thead>
<tr>
<th>Severity category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>Complete loss of service or functionality with critical impact to business services, i.e. significant loss of revenue, customer service, production, corporate reputation or financial control. Examples of Critical issues would be:</td>
</tr>
<tr>
<td></td>
<td>• Customers cannot access GoPass® at/after opening</td>
</tr>
<tr>
<td></td>
<td>• Tickets cannot be activated or viewed</td>
</tr>
<tr>
<td></td>
<td>• Ticket purchase cannot be completed</td>
</tr>
<tr>
<td></td>
<td>• Outage creates time outs resulting in multiple charges to the bank with no delivery of tickets in the app</td>
</tr>
<tr>
<td></td>
<td>• Performance of the service is severely impacted</td>
</tr>
</tbody>
</table>
### Table 5a Incident severity definitions (continued)

<table>
<thead>
<tr>
<th>Severity category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High</strong></td>
<td>Loss of service or functionality, which will degrade parts of the business services. Instability, large delays and periodic influences or the user experience.</td>
</tr>
<tr>
<td><strong>Medium</strong></td>
<td>Service partly degraded or parts of the customers’ whole service not available.</td>
</tr>
<tr>
<td><strong>Low</strong></td>
<td>Issues in a redundant element or incidents not critical for the business services.</td>
</tr>
</tbody>
</table>

### Table 5b Incident impact definitions

<table>
<thead>
<tr>
<th>Impact category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extensive</strong></td>
<td>All end-users affected</td>
</tr>
<tr>
<td><strong>Significant</strong></td>
<td>A large number of end-users affected (more than 25% of end users)</td>
</tr>
<tr>
<td><strong>Limited</strong></td>
<td>A limited group of end-users affected (more than 5% and lower that 25% of end users)</td>
</tr>
<tr>
<td><strong>Local</strong></td>
<td>Very few or only one end-user affected</td>
</tr>
</tbody>
</table>
### Table 5c Incident priority definitions

<table>
<thead>
<tr>
<th>Impact category</th>
<th>Critical</th>
<th>High</th>
<th>Normal</th>
<th>Low</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extensive</td>
<td>P1</td>
<td>P1</td>
<td>P2</td>
<td>P4</td>
</tr>
<tr>
<td>Significant</td>
<td>P1</td>
<td>P2</td>
<td>P3</td>
<td>P4</td>
</tr>
<tr>
<td>Limited</td>
<td>P2</td>
<td>P3</td>
<td>P3</td>
<td>P4</td>
</tr>
<tr>
<td>Local</td>
<td>P3</td>
<td>P3</td>
<td>P4</td>
<td>P4</td>
</tr>
</tbody>
</table>

### 4.1 INCIDENT REACTION TIMES

Troubleshooting begins as stated in Table 6a and 6b:

#### Table 6a Time specification for troubleshooting of incidents related to the hosted backend system

<table>
<thead>
<tr>
<th>Incident category</th>
<th>Initiated troubleshooting</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>Within 2 hours</td>
</tr>
<tr>
<td>P2</td>
<td>Within 4 business hours</td>
</tr>
<tr>
<td>P3</td>
<td>Within 2 business days</td>
</tr>
<tr>
<td>P4</td>
<td>Within 4 business days</td>
</tr>
</tbody>
</table>

#### Table 6b Time specification for troubleshooting of incidents related to the end-user client app

<table>
<thead>
<tr>
<th>Incident category</th>
<th>Initiated troubleshooting</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>Within 2 business hours</td>
</tr>
<tr>
<td>P2</td>
<td>Within 8 business hours</td>
</tr>
<tr>
<td>P3</td>
<td>Next (non-started) app release or max thirty (30) calendar</td>
</tr>
<tr>
<td>P4</td>
<td>Will be monitored and recurring cases will be investigated in next (non-started) app release or within ninety (90) calendar days</td>
</tr>
</tbody>
</table>

### 4.2 END-USER CLIENT APP BUGS

Work related to fixing bugs due to an OS update or carrier or device manufacturer permutations of the OS code will be priced separately.

Neither Vendor nor Unwire will remediate bugs on devices not running the latest OS release or the release before that. Neither Vendor nor Unwire will remediate bugs for client apps not using the latest app version. Troubleshooting will take place within the timeframes stated in Table 7. The reaction time is calculated from the time the incident is reported by email until the first reply has been made to the user by email or phone.

#### Table 7 Troubleshooting service level windows vs. incident categories
### Severity Category

<table>
<thead>
<tr>
<th>Service Level</th>
<th>System</th>
<th>Critical</th>
<th>High</th>
<th>Medium</th>
<th>Low</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard</strong></td>
<td>Backend system and end user client app</td>
<td>Unwire Business Hours</td>
<td>Unwire Business Hours</td>
<td>Unwire Business Hours</td>
<td>Unwire Business Hours</td>
</tr>
<tr>
<td><strong>Plus</strong></td>
<td>End user client app</td>
<td></td>
<td></td>
<td>Same as Standard</td>
<td></td>
</tr>
<tr>
<td><strong>Premium</strong></td>
<td>End user client app</td>
<td></td>
<td></td>
<td>Same as Standard</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Backend system</td>
<td>Monday-Friday 09.00-22.00 (CEST/CEST) excl. Danish public holidays and 24/12 and 31/12</td>
<td></td>
<td>Same as Standard</td>
<td></td>
</tr>
</tbody>
</table>

### 5.00 TECHNICAL SUPPORT ENQUIRIES

In addition to reporting incidents and bugs as per above, Trinity may make a number of cost-free support inquiries to DART (questions or requests for assistance per month), as set forth below. Support inquiries shall be made by email to GOPASS®@dart.org

*Table 8 Technical support enquiries*

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Technical support inquiries</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard</strong></td>
<td>4 support inquiries within business hours per month</td>
</tr>
<tr>
<td><strong>Plus</strong></td>
<td>6 support inquiries within business hours per month</td>
</tr>
<tr>
<td><strong>Premium</strong></td>
<td>12 support inquiries within business hours per month</td>
</tr>
</tbody>
</table>

Assistance over and above the amount in Table 8 will be invoiced in accordance with the support rates per initiated hour specified in Pricing Exhibit within the ILA. Trinity will not be invoiced for any time spent unless Trinity has been informed in advance.
6.00 REPORTING

For Premium level, Trinity shall receive reports on a quarterly basis, recognized as 1st quarter, 2nd quarter, 3rd quarter and 4th quarter of the calendar year the following month. The report is based on data from the internal monitoring systems and other internal data sources.

The report includes the following data:

1. Service availability
2. Overview of bug reports and inquiries processed in DART’s service desk with open and closed status

If any P1 incidents occur, an incident report will by request be created to Trinity including affected services, root cause description and corrective actions.

7.00 HOSTING

To ensure all data is stored and processed in the US as well as to ensure a flexible and scalable solution for future growth, the GoPass® ticket application service is located in a public cloud environment at Amazon Web Service. The hosted service is within Region US-east-1 (US East (N. Virginia)). For Premium service level the hosted service will be located in 2 (two) availability zones to ensure high availability.

Unwire’s production and staging environment will be located at the public cloud environment. Other environments, such as test setup, will be located at Unwire’s private cloud environment in Copenhagen, Denmark or in a public cloud environment in Europe. No PII (personally identifiable information) will be transferred to these environments. Only maintenance and administration tools may be used from the private cloud environment in Denmark.

8.00 LIMITATION AND EXCLUSIONS OF LIABILITY

Liability, if any, of Unwire, its affiliates, officers, directors, employees, agents, suppliers and collectively, to Trinity, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the License Fees paid by Trinity to DART in the twelve (12) months preceding any such claim. This limitation of liability is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

9.00 CUSTOMER’S SECURITY OBLIGATIONS

Trinity’s conduct may affect the operation of the systems. In order to guard against unauthorized access to the Trinity’s information and operation, services are protected by an access control function. This is predominately based on the use of a user ID and associated passwords where the passwords are known only by the user. A prerequisite for this protection to be effective is that, Trinity contributes to maintaining this All parties to include Unwire, DART and Trinity undertake to inform one another of any irregularities
of which they may become aware concerning data security, including any attempts to misuse or ascertained misuse of user ID and/or passwords.

Trinity is obliged to follow all third party safety precautions and rules, preconditioned that the Trinity is or should be familiar with the fact that third party components or services are used by the system. Trinity is required to follow obligations under Chapter 521 of the Texas Business and Commerce Code with respect to PII and sensitive personal information.

If the Customer’s security obligations are not fulfilled, Unwire and DART’s SLA obligations will become void.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple originals effective as of the date last signed by a Party.

Fort Worth Transportation Authority D/B/A Trinity Metro
By: ______________________
    ______________________
    ______________________
Date: _____________________

Dallas Area Rapid Transit (DART)
By: ______________________
    ______________________
    ______________________
Date: _____________________

Unwire Payments & Mobility ApS
By: ______________________
    ______________________
    ______________________
Date: _____________________
DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of an Interlocal Agreement between DART and Trinity Metro for GoPass® Licensing

WHEREAS, DART was approached by Trinity Metro with the intention of re-evaluating the current agreement for use of the GoPass® app across the Trinity Metro Service Area; and

WHEREAS, DART made a proposal to Trinity Metro on August 12, 2019, with prospective GoPass app enhancements that would better accommodate Trinity Metro ridership needs; and

WHEREAS, on August 14, 2019, Trinity Metro provided a formal intent to proceed on a new ILA between DART and Trinity Metro including a revised scope, proposed app enhancements and new feature requirements desired by Trinity Metro; and

WHEREAS, DART has sourced and validated fair market pricing for the new GoPass® app feature requirements;

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to execute an interlocal agreement with Fort Worth Transportation Authority d/b/a Trinity Metro for GoPass® mobile app licensing with a recurring fee structure for hosting and maintenance, and subject to legal review.
Approval of an Interlocal Agreement between DART and Trinity Metro for GoPass® Licensing

Prepared by: Nicole Fontayne-Bardowell
Executive Vice President
Chief Administrative Officer

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
DATE: January 14, 2020

SUBJECT: Declaration of DART's Atchison Topeka & Santa Fe (AT&SF) Trestle Bridge Structure Excess to DART's Needs and Conveyance of the Bridge Structure to the City of Dallas

RECOMMENDATION

Approval of a resolution: 1) declaring DART's interest in the Santa Fe Trestle Bridge structure located to the north of DART's 8th and Corinth Light Rail Station surplus to DART's mass transit requirements; and 2) authorizing the President/Executive Director or his designee to convey the bridge structure to the City of Dallas, for non-cash consideration, subject to Federal Transit Administration approval.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Capital Construction Oversight Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda.

FINANCIAL CONSIDERATIONS

. The City of Dallas will remove the bridge at their cost (and no cost to DART).

. The AT&SF rail corridor was purchased with Federal funds and therefore Federal Transit Administration (FTA) approval will be needed.

BUSINESS PURPOSE

. The Santa Fe Trestle Bridge, located on property described in the map in Attachment 1 and in Exhibit 1 of the resolution, is owned by DART. The City of Dallas desires to acquire the Santa Fe Trestle Bridge Structure for the purposes of removing the bridge structure.

. On January 28, 1992, Resolution No. 920020, the DART Board of Directors approved the acquisition of the AT&SF rail corridor and the East Dallas Yard.

. As part of the US Army Corps of Engineers Project for Floodway Control, the removal of the Santa Fe Trestle Bridge is necessary to reduce flood risk and enhance the ecosystem in the Trinity River Corridor in Dallas.

. The Santa Fe Trestle Bridge is considered a historical structure registered in the State Historical Preservation Office (SHPO).
The City of Dallas will be responsible for compliance with SHPO.

As part of the conveyance of the bridge structure to the City of Dallas, no further action with SHPO is required by DART.

The City of Dallas acknowledges that no real property and no interest in real property is conveyed in this transaction.

It has been determined that this conveyance is not inconsistent with DART's mass transit requirements and the bridge is surplus to DART's needs and is not needed for the development, operation, or maintenance of the transit system.

This structure will be conveyed to the City of Dallas and the City of Dallas shall accept the subject to the conditions stated herein and "as is, where is" with all faults and without warranties.

Approval of this conveyance will help achieve the Board Strategic Priority 6: Innovate to improve levels of service, business processes and funding.

The Board has been provided a confidential packet under separate cover outlining the details of the proposed conveyance.

APPRAISAL INFORMATION

No real property is being conveyed with this transaction, therefore no appraisal is necessary.

LEGAL CONSIDERATIONS

Section 452.054(d) of the Texas Transportation Code authorizes DART to dispose of any rights of interest in real property which are not needed for the efficient operation and maintenance of the public transportation system.

Section 272.001 of the Local Government Code allows DART to convey non-developable property to an abutting owner so long as fair market value is received for the conveyance. The bridge is scheduled for destruction in accord with Federal government procedures, rendering fair market value zero.
Declaration of DART’s Atchison Topeka & Santa Fe (AT&SF) Trestle Bridge Structure excess to DART’s needs and conveyance of the Bridge Structure to the City of Dallas

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community
DALLAS AREA RAPID TRANSIT

Declaration of DART’s Atchison Topeka & Santa Fe (AT&SF) Trestle Bridge Structure excess to DART’s needs and conveyance of the Bridge Structure to the City of Dallas
DALLAS AREA RAPID TRANSIT

Declaration of DART’s Atchison Topeka & Santa Fe (AT&SF) Trestle Bridge Structure excess to DART’s needs and conveyance of the Bridge Structure to the City of Dallas
DALLAS AREA RAPID TRANSIT
Declaration of DART’s Atchison Topeka & Santa Fe (AT&SF) Trestle Bridge Structure excess to DART’s needs and conveyance of the Bridge Structure to the City of Dallas

Legend
- LRT Blue and Red Lines
- ATSF Trestle Bridge Structure

Southern Segment of Trestle Bridge

Moore Park

Hike and Bike Trails
<table>
<thead>
<tr>
<th>Legend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photo of AS&amp;SF Bridge Structure Looking South</td>
</tr>
</tbody>
</table>

**DALLAS AREA RAPID TRANSIT**

Declaration of DART’s Atchison Topeka & Santa Fe (AT&SF) Trestle Bridge Structure excess to DART’s needs and conveyance of the Bridge Structure to the City of Dallas
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Declaration of DART's Atchison Topeka & Santa Fe (AT&SF) Trestle Bridge Structure Excess to DART's Needs and Conveyance of the Bridge Structure to the City of Dallas

WHEREAS, on January 28, 1992, Resolution No. 920020, the DART Board of Directors approved the acquisition of the AT&SF rail corridor and the East Dallas Yard; and

WHEREAS, the City of Dallas desires to acquire the Santa Fe Trestle Bridge structure, for the purposes of removing the bridge structure; and

WHEREAS, as part of the US Army Corps of Engineers Project for Floodway Control, the removal of the Santa Fe Trestle Bridge structure and improvements is necessary to reduce flood risk and enhance the ecosystem in the Trinity River Corridor in Dallas; and

WHEREAS, the Santa Fe Trestle Bridge is considered a historical structure registered in the State Historical Preservation Office (SHPO); and

WHEREAS, the City of Dallas will be responsible for compliance with the State Historical Presentation Office (SHPO); and

WHEREAS, as part of the conveyance of the Santa Fe Trestle Bridge structure to the City of Dallas, no further action with SHPO is required by DART; and

WHEREAS, DART's interest in the bridge described in Exhibit 1 is surplus to DART's mass transit requirements; and

WHEREAS, the structure will be conveyed to the City of Dallas and the City of Dallas shall accept the bridge structure subject to the conditions stated herein and "as is, where is" with all faults and without warranties; and

WHEREAS, the City of Dallas acknowledges that no real property and no interest in real property is conveyed in this transaction.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that:

Section 1: The interest of DART in and to the subject bridge located on the land described in Exhibit 1 is hereby declared surplus to DART's mass transit requirements.

Section 2: The President/Executive Director or his designee is authorized to take such action and execute such documents as shall be necessary to proceed with the conveyance of the Santa Fe Trestle Bridge structure to the City of Dallas.
Declaration of DART's Atchison Topeka & Santa Fe (AT&SF) Trestle Bridge Structure Excess to DART's Needs and Conveyance of the Bridge Structure to the City of Dallas

Prepared by: Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
Field Notes Describing a Tract of Land  
In The Trinity River Greenbelt  
Containing the Santa Fe Trestle Structure

Being a 701,014 Square Foot (16.093 Acre) tract of land in the William S. Beatty Survey, City of Dallas, Dallas County, Texas, and being a part of that property conveyed to the Dallas Area Rapid Transit Authority (hereinafter referred to as "DART") by deed recorded in Volume 95201, Page 3378 of the Deed Records of Dallas County, Texas, and also containing a portion of the bed of the Trinity River, conveyed to the City of Dallas by Texas Senate Bill No. 44, approved March 30, 1925 and being more particularly described as follows:

BEGINNING at a ½-inch diameter Iron Rod found at the Northeast corner of a tract of land conveyed to the Dallas Power and Light Company (predecessor in title to Oncor electric Delivery Company) by Warranty Deed recorded in Volume 67229, Page 1096 of the Deed Records of Dallas County, Texas, being also the Northwest corner of the herein described tract of land, on the Northwest line of said DART property:

THENCE South 65°30’48” East, departing the common line between said DP&L and DART properties a distance of 199.97 feet to the common North corner of said Dallas Area Rapid Transit property and a tract of land conveyed to the Dallas Power and Light Company by Warranty Deed recorded in Volume 3391, Page 533 of the Deed Records of Dallas County, Texas, being also the Northeast corner of the herein described tract of land:

THENCE South 24°29’39” West, with the common line between said DART and DP&L properties a distance of 2,100.65 feet to an outside corner of the herein described tract of land:

THENCE North 53°16’21” West, continuing with the said common line between DART and DP&L properties a distance of 25.58 feet to the Point of Curvature of a Curve to the Right.

THENCE Southwesterly, continuing with the common line between said DART and DP&L properties and along said Curve, having a Radius of 1,403.81 feet, a Central Angle of 21°08’00”, an Arc Length of 517.79 feet and a Chord which bears South 35°03’39” West a distance of 514.86 feet to the Point of Tangency:
Field Notes Describing a Tract of Land
In The Trinity River Greenbelt
Containing the Santa Fe Trestle Structure

THENCE South 45°37′39″ West, continuing with the common line between said
DART and DP&L properties, and along a common line with a tract of land conveyed
to the City of Dallas by deed recorded in Volume 74029, Page 777 of the Deed
Records of Dallas County, Texas, for a distance of 1,106.37 feet to the most
Southerly corner of the herein described tract of land:

THENCE North 44°18′09″ West, departing the common line between said City of
Dallas and DART properties, over and across said DART property to the intersection
with the above said Northwest line, being also a common line with said City of Dallas
property, a distance of 201.34 feet to the Non-Tangent beginning of a Curve to the
left:

THENCE Northeasterly with the common line between said City of Dallas and DART
properties and along said Curve, having a Radius of 2,684.79 feet, a Central Angle
of 07°48′37″, an Arc Length of 390.51 feet and a Chord which bears North 49°31′58″
East a distance of 390.21 feet to the Point of Tangency:

THENCE North 45°37′39″ East, continuing with the common line between said City
of Dallas and DART properties a distance of 718.68 feet to the Point of Curvature of
a Curve to the Left.

THENCE Northeasterly, continuing with the common line between said City of Dallas
and DART properties and along said Curve, having a Radius of 437.09 feet, a
Central Angle of 52°35′02″, an Arc Length of 401.19 feet and a Chord which bears
North 26°35′53″ East a distance of 387.21 feet to the Point of Tangency:

THENCE North 24°29′39″ East, continuing with the common line between said City
of Dallas and DART properties a distance of 2,095.13 feet to the POINT OF
BEGINNING, containing 701,014 Square Feet, or 16.093 Acres of land.

BASIS OF BEARINGS: Bearings are based on the State Plane Coordinate System,
Texas North Central Zone 4202, North American Datum of 1983, Realization of
2011.
DATE: January 14, 2020

SUBJECT: Contract for Lawson Maintenance and Support

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to award a two-year contract with two, one-year options for Lawson Maintenance and Support to Infor (US), Inc., for a total authorized amount not to exceed $1,981,674.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Administrative Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda.

FINANCIAL CONSIDERATIONS

. This contract for Lawson maintenance and support is included in the Technology Department's approved FY 2020 operating budget.

. Sufficient funding for this contract in the amount of $1,981,674 is included in both the Technology Department’s budget and the Operating Expense line item of the FY 2020 Twenty-Year Financial Plan.

BUSINESS PURPOSE

. DART’s operating and administrative departments rely on Lawson, the Agency’s Enterprise Resource Planning (ERP), for the Financial, Payroll, Procurement, and Human Resource transactions including supporting nearly 4,000 Dallas Area Rapid Transit (DART) employees who utilize the employee self-service activities for open enrollment. Overall, the Agency is currently licensing 34 Lawson modules.

. The Procurement Department negotiated a multi-year (two-year base with two one-year options) agreement with Infor (US), Inc. that includes a 3% annual increase for the two-year base period.

. The legacy Lawson system will be incrementally phased out and replaced as noted in the ERP Replacement Strategy and Roadmap presented to the Administrative Committee on March 12, 2019. However, it will be necessary to maintain the Lawson system; including patching, maintenance, bug fixes, online, and telephonic support. The Lawson ERP Strategy and Roadmap is in the discovery phase analyzing ERP systems for capability to the DART business ecosystem.
The enterprise software is serviced and maintained through an annual software maintenance agreement that provides for upgrades, patches, and 24x7 technical support. The annual software maintenance agreement can only be provided by Infor Public Sector, Inc. due to the proprietary nature of the source code.

Approval of this contract will help achieve Board Strategic Priority 6: Innovate to improve levels of service, business processes and funding.

PROCUREMENT CONSIDERATIONS

- The term of the contract is a two-year base with two one-year options.
- Pricing is determined to be fair and reasonable.
- The contract analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in August 2019 at 2% M/WBE participation.
- Infor (US), Inc., the prime contractor, has committed to meet the goal.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor’s actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.
Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Sole Source)
Contract No. C-2050121-01

Contract Information

A. Description: Lawson Maintenance and Support

B. Contractor: Infor (US), Inc.

C. Contract Number: C-2050121-01

D. Contract Amount: Not to exceed $1,981,674

E. Contract Type: Indefinite Delivery/Indefinite Quantity

F. Performance Period/Term of Contract: Two-year base contract

G. Options Available: Two, one-year options

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

A. Determination of Responsibility
   Bond Check: N/A
   Reference Check: Satisfactory
   Financial Responsibility Survey: Satisfactory
   Insurance Check: Yes
   On-Site Inspection: N/A
   Arithmetic Check: Yes
   Verification of Offer: Yes
   Buy America Certification and/or Audit, if applicable: N/A
   Debarred/Suspended list: Not on the debarred/suspended list

B. Negotiation Memorandum: Available for review in the contract file.

C. Cost & Price Considerations: This is a sole source contract. Infor (US), Inc., owns the proprietary rights to the software and it is licensed to DART. Price is fair and reasonable based on the three percent annual increase for the two-year base which is the low end of industry standard for this type of IT purchase and in comparison, to previous contracts.

D. Protests Received: N/A

E. Determinations Required: Use of sole source procurement
**Determination and Recommendation**

Infor (US), Inc., is a responsible contractor, has the capacity to perform this contract, and is recommended for award.
Contract for Lawson Maintenance and Support

M/WBE CONSIDERATIONS

The goal for this contract was established in August 2019 at 2% M/WBE participation. Infor (US), Inc., the prime contractor, has committed to meet the goal through utilization of the following certified firm:

MBE Participation

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>ETHNICITY</th>
<th>SERVICE</th>
<th>AMOUNT</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Precision Task Group, Inc.</td>
<td>Houston, TX</td>
<td>Hispanic Male</td>
<td>Customer Care Support</td>
<td>$39,633</td>
<td>2.00%</td>
</tr>
</tbody>
</table>

**TOTAL M/WBE PARTICIPATION:** $39,633 2.00%*

NOTE: The goal is based on the not to exceed amount of $1,981,674. If there are any changes to this amount, the original goal shall apply.

*The percentage and dollar amount may remain level, increase or decrease depending on the circumstances.

Summary of EEO-1 Report

Infor (US), Inc., is located in Alpharetta, GA and employs 4,728 individuals. The following is an analysis of their EEO-1 report:

<table>
<thead>
<tr>
<th></th>
<th>ASIAN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>WHITE</th>
<th>TWO OR MORE RACES</th>
<th>TOTAL</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>MALES</td>
<td>342</td>
<td>109</td>
<td>86</td>
<td>14</td>
<td>2,449</td>
<td>37</td>
<td>3,037</td>
<td>64.23%</td>
</tr>
<tr>
<td>FEMALES</td>
<td>178</td>
<td>119</td>
<td>47</td>
<td>9</td>
<td>1,312</td>
<td>26</td>
<td>1,691</td>
<td>35.77%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>520</td>
<td>228</td>
<td>133</td>
<td>23</td>
<td>3,761</td>
<td>63</td>
<td>4,728</td>
<td>100%</td>
</tr>
<tr>
<td>PERCENTAGE</td>
<td>11.00%</td>
<td>4.82%</td>
<td>2.81%</td>
<td>0.49%</td>
<td>79.55%</td>
<td>1.33%</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>
DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Contract for Lawson Maintenance and Support

WHEREAS, DART’s operating and administrative departments rely on Lawson, the Agency’s Enterprise Resource Planning (ERP), for the Financial, Payroll, Procurement, and Human Resource transactions including supporting nearly 4,000 Dallas Area Rapid Transit (DART) employees who utilize the employee self-service activities for open enrollment; and

WHEREAS, the Procurement Department negotiated a multi-year (two-year base with two one-year options) agreement with Infor (US), Inc. that includes a 3% annual increase for the two-year base period; and

WHEREAS, a noncompetitive procurement for a two-year contract with two, one-year options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is determined to be fair and reasonable; and

WHEREAS, funding for this contract is within the current budget and the FY 2020 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to award a two-year contract with two, one-year options, for Lawson Maintenance and Support to Infor (US), Inc., for a total authorized amount not to exceed $1,981,674.
Contract for Lawson Maintenance and Support

Prepared by: Nicole Fontaine-Bardwell
Executive Vice President
Chief Administrative Officer

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
DATE: January 14, 2020

SUBJECT: Contract Award for Consulting Services for Completion of the Organizational Alignment and Culture Change Project

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to award a contract for consulting services with Deloitte Consulting to complete an Organization Alignment and Culture Change Project for a total authorized amount not to exceed $310,012.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Administrative Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda.

FINANCIAL CONSIDERATIONS

. This contract for consulting services is included in the President / Executive Director's approved FY 2020 operating budget.

. Sufficient funding for this contract in the amount of $310,012 is included in the President/Executive Directors' FY 2020 Operating Expense budget and the Total Operating Expense line item of the FY 2019 Twenty-Year Financial Plan.

BUSINESS PURPOSE

. DART is a leader in the global transformation of public transit from an operator of buses and trains to the provider of comprehensive mobility services.

. DART is in the process of developing and implementing strategic change initiatives that will position the organization at the forefront of the Mobility as a Service (MaaS) service provider model.

. The purpose of this project is to assess DART’s current culture and organizational alignment structure to ensure optimal culture and business function configuration according to best practices, and to prepare the organization to achieve future initiatives. This project will also identify any area of DART’s culture that needs to be addressed, provide recommendations to improve both cultural and organization alignment, and identify any accountability gaps.

. DART is committed to building a culture of excellence and accountability and has requested
proposals from qualified professional consulting and services firms or individuals who can provide management consulting services related to organizational change and alignment with the strategic change initiatives to be implemented.

. The selected firm will develop a high-level work plan for DART’s organizational digital transformation, assist with developing and articulating DART’s vision for Mobility as a Service (MaaS) and the methodology for driving that message throughout the organization, as well as developing a metrics plan to measure the effectiveness of this organizational change program.

. Deloitte Consulting has proposed a 3-phased approach to complete this body of work that meets the outlined requirements and includes an assessment of the current state of the organization, a comprehensive definition of the destination of DART’s digital transformation, and provision of recommended strategies for achieving the Mobility as a Service transformation as an organization.

. Approval of this contract will help achieve Board Strategic Priorities 5: Pursue excellence through employee engagement, development and well-being; and 6: Innovate to improve levels of service, business processes, and funding.

PROCUREMENT CONSIDERATIONS

. On January 18, 2019, a Request for Proposals (RFP) notification was sent to 1,249 firms for the Organizational Alignment and Cultural Change Project.

. This is an Indefinite Delivery/Indefinite Quantity contract.

. The period of performance is five months.

. The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

. The goal for this contract was established in January 2019 at 10% M/WBE participation.

. Deloitte Consulting, the prime contractor, has committed to meet the goal.

. The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor’s actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

. Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.
Contract Information

A. **Description:** Organizational Alignment and Cultural Change Project

B. **Contractor:** Deloitte Consulting

C. **Contract Number:** C-2052104-01

D. **Contract Amount:** Not to exceed $310,012

E. **Contract Type:** Indefinite Delivery/Indefinite Quantity

F. **Performance Period/Term of Contract:** Five Months

G. **Options Available:** N/A

H. **Bond Requirement:** N/A

I. **Liquidated Damages:** N/A

J. **Funding Source:** Local

Solicitation Information

A. **Issue Date:** January 18, 2019

B. **Number of Firms/Individuals Retrieving On-Line Solicitation:** 1,249

C. **Date and Time for Proposal Receipt:** February 11, 2019 @ 2:00 P.M. Central Time

D. **Proposals Received:** 12

E. **Discussion of Proposal Evaluation Process:** This was a competitively negotiated procurement. A source Evaluation Committee (SEC) was appointed to conduct proposal evaluations and the proposals were evaluated against the following criteria:

   - Project Approach or Work Plan: 320 Maximum Points
   - Qualification of Firm and Project Personnel: 320 Maximum Points
   - Project Experience of the Firm: 160 Maximum Points
   - Price: 200 Maximum Points
   - **Total:** 1,000 Maximum Points

F. **Discussion of Unacceptable Proposals:** Four vendors (Decision Wise, Devine Group, Mercer, and Who Group) did not provide an acceptable response to the solicitation, their submittal was missing a complete technical proposal.
G. Proposal Scoring: Eight proposals were scored. The following represents the three firms that were short listed, the final scores, following evaluation of the Best and Final Offers (BAFO).

<table>
<thead>
<tr>
<th>Firms</th>
<th>Total Amount Five Months</th>
<th>Pricing Score (Max Points 200)</th>
<th>Technical Score (Max Points 800)</th>
<th>Total Score (Max Points 1,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deloitte</td>
<td>$360,032</td>
<td>104</td>
<td>520</td>
<td>624</td>
</tr>
<tr>
<td>LDTM</td>
<td>$212,975</td>
<td>175</td>
<td>471</td>
<td>646</td>
</tr>
<tr>
<td>MPACT</td>
<td>$186,840</td>
<td>200</td>
<td>486</td>
<td>686</td>
</tr>
</tbody>
</table>

The contract was originally awarded to MPACT. The MPACT work product was unacceptable and the Contract was terminated. Following termination, the remaining two firms were asked to submit proposals. LDTM did not submit a proposal, reporting that the firm was too busy with other projects. Deloitte Consulting submitted a superior technical proposal with pricing reduced to $310,012.

The Source Evaluation Committee recommends Deloitte Consulting for award of the contract.

H. Negotiation Memorandum: Available for review in the contract file.

I. Cost & Price Analysis: Prices are fair and reasonable based on historical pricing, and comparison to the independent cost estimate.

J. Determination of Responsibility:
   Bond Check: N/A
   Reference Check: Satisfactory
   Financial Responsibility Survey: Satisfactory
   Insurance Check: Yes
   On-Site Inspection: N/A
   Arithmetic Check: N/A
   Verification of Offer: N/A
   Buy America Certification and/or Audit, if applicable: N/A
   Debarred/Suspended list: Not on the debarred/suspended list

K. Protests Received: None

L. Determinations Required: N/A

**Determination and Recommendation**

Deloitte Consulting is a responsible contractor and their proposal received the highest technical ranking from the Source Evaluation Committee. The proposal represents the best value for DART and is recommended for award.
Contract Award for Consulting Services for Completion of the Organization Alignment Project

M/WBE CONSIDERATIONS

The goal for this contract was established in January 2019 at 10% M/WBE participation. Deloitte Consulting, the prime contractor, has committed to meet the goal through utilization of the following certified firm:

WBE Participation

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>ETHNICITY</th>
<th>SERVICE</th>
<th>AMOUNT</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microassist, Inc.</td>
<td>Austin, TX</td>
<td>Asian Indian Male</td>
<td>Data Collection Review</td>
<td>$31,001</td>
<td>10.00%</td>
</tr>
</tbody>
</table>

TOTAL M/WBE PARTICIPATION: $31,001 10.00%*

NOTE: The goal is based on the not to exceed amount of $310,012. If there are any changes to this amount, the original goal will apply.

*The percentage and dollar amount may remain level, increase or decrease depending on the circumstances.

Summary of EEO-1 Report

Deloitte Consulting is located in Dallas, TX and employs 1,136 individuals. The following is an analysis of their EEO-1 report:

<table>
<thead>
<tr>
<th></th>
<th>ASIAN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>WHITE</th>
<th>TOTAL</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>MALES</td>
<td>572</td>
<td>28</td>
<td>38</td>
<td>2</td>
<td>223</td>
<td>863</td>
<td>75.97%</td>
</tr>
<tr>
<td>FEMALES</td>
<td>106</td>
<td>22</td>
<td>17</td>
<td>1</td>
<td>127</td>
<td>273</td>
<td>24.03%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>678</td>
<td>50</td>
<td>55</td>
<td>3</td>
<td>350</td>
<td>1,136</td>
<td>100%</td>
</tr>
<tr>
<td>PERCENTAGE</td>
<td>59.68%</td>
<td>4.40%</td>
<td>4.84%</td>
<td>0.27%</td>
<td>30.81%</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>
DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Contract Award for Consulting Services for Completion of the Organizational Alignment Project

WHEREAS, DART is developing and implementing strategic change initiatives that will position the organization at the forefront of the Mobility as a Service (MaaS) service provider model; and

WHEREAS, DART is committed to building a culture of excellence and accountability and requires consulting services related to organizational change and alignment; and

WHEREAS, Deloitte Consulting has proposed a 3-phased approach to complete this body of work that meets DART’s requirements; and

WHEREAS, a competitive sealed procurement for a contract with no options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, funding for this contract is within current Budget and FY 2020 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to award a contract to Deloitte Consulting for a total authorized amount not to exceed $310,012.
Contract Award for Consulting Services for Completion of the Organizational Alignment Project

Prepared by: David Schulze
Chief of Staff to Pres/Executive Director

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
DATE: January 14, 2020

SUBJECT: Contract for the Rebuild of the Bus Air Conditioning System Generators

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to award a two-year contract for the Rebuild of Bus Air Conditioning System Generators to Sutrak Corporation for a total authorized amount not to exceed $747,240.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Operations, Safety & Security Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda.

FINANCIAL CONSIDERATIONS

. This contract for the rebuild of bus air conditioning system generators is included in Bus Operations Department's approved FY 2020 operating budget.

. Sufficient funding for this contract in the amount of $747,240 is included in Bus Operations Department’s budget and the Total Operating line item of the FY 2020 Twenty-Year Financial Plan.

BUSINESS PURPOSE

. The air conditioner system generators are the primary power source for the heating and air conditioning systems on DART's buses. When generators fail, it is necessary to rebuild them to extend their useful life. The rebuilt generators are placed into DART's inventory and provided to the bus divisions as needed to replace failed generators. The contract amount represents an estimated rebuild of 312 generators over the two-year period, at a unit price of $2,395 for each rebuild.

. Approval of this contract will help achieve the Board Strategic Priority 2: Optimize and preserve (state of good repair) the existing transit system.

PROCUREMENT CONSIDERATIONS

. On July 24, 2019, an Invitation for Bids (IFB) notification was issued.
This will be a Requirements type contract for a two-year term with no options.

The contract award analysis is provided as Attachment 1.

**D/M/WBE CONSIDERATIONS**

- The goal for this contract was established in May 2019 at 5% M/WBE participation.
- Sutrak Corporation, the prime contractor, is a certified woman-owned business; therefore, the M/WBE goal will be met.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

**LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.
Dallas Area Rapid Transit Authority  
CONTRACT AWARD ANALYSIS  
(Invitation for Bids)  
IFB NO. B-2049275

Contract Information

A. Description: Rebuild Air Conditioning System Generator

B. Contractor: Sutrak Corporation

C. Contract Number: C-2049275-01

D. Contract Amount: Not to exceed $747,240

E. Contract Type: Requirements

F. Term of Contract: Two Years

G. Options Available: N/A

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

A. Issue Date: July 24, 2019

B. Notifications Sent to Registered Vendors: Yes

C. Date and Time for Bid Receipt: August 15, 2019; 2:00 PM

D. Bids Received: Two

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Total Base Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Sutrak Corporation</td>
<td>$747,240</td>
</tr>
<tr>
<td>2. Chapman Electric Company, Inc.*</td>
<td>Withdrawal of Bid</td>
</tr>
</tbody>
</table>

E. Discussion of Nonresponsive Bids: None

F. Bid Evaluation: Sutrak Corporation’s bid was determined to be responsive.

G. Bid Withdrawal: *On October 10, 2019, Chapman Electric Company, Inc., withdrew their bid because they do not have access to Sutrak Corporation parts to complete the rebuild service.
H. **Price Considerations:** Prices are fair and reasonable based on historical pricing comparison adjusted for inflation and the Producer Price Index (PPI). Pricing by Sutrak Corporation is aligned with the independent cost estimate (ICE).

I. **Determination of Responsibility:** References and financial surveys were satisfactory.

J. **Protests received:** None

K. **Determinations Required:** Withdrawal of Bid, Mistake Clearly Evident on Bid Intended Correct Bid is Not Evident

**Determination and Recommendation**

Sutrak Corporation is a responsible offeror that submitted a responsive bid for Rebuild Air Conditioning System Generator and is recommended for award.
Contract for the Rebuild of the Bus Air Conditioning System Generators

M/WBE Considerations

The goal for this contract was established in May 2019 at 5% M/WBE participation. Sutrak Corporation, the prime contractor, is a certified woman-owned business; therefore, the M/WBE goal will be met.

NOTE: The goal is based on the not to exceed amount of $747,240. If there are any changes to this amount, the original goal will apply.

Summary of EEO-1 Report

Sutrak Corporation is located in Commerce City, CO and employs 49 individuals. The following is an analysis of their EEO-1 report:

<table>
<thead>
<tr>
<th></th>
<th>ASIAN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>WHITE</th>
<th>TOTAL</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>MALES</td>
<td>3</td>
<td>2</td>
<td>20</td>
<td>0</td>
<td>6</td>
<td>31</td>
<td>63.27%</td>
</tr>
<tr>
<td>FEMALES</td>
<td>0</td>
<td>1</td>
<td>13</td>
<td>0</td>
<td>4</td>
<td>18</td>
<td>36.73%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>3</td>
<td>3</td>
<td>33</td>
<td>0</td>
<td>10</td>
<td>49</td>
<td>100%</td>
</tr>
<tr>
<td>PERCENTAGE</td>
<td>6.12%</td>
<td>6.12%</td>
<td>67.35%</td>
<td>0.00%</td>
<td>20.41%</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Contract for the Rebuild of Bus Air Conditioning System Generators

WHEREAS, the air conditioner system generators are the primary power source for the heating and air conditioning systems on DART's buses; and

WHEREAS, it is necessary to periodically rebuild the generators to extend their useful life, and the rebuilt generators are placed into DART's inventory and provided to the bus divisions as needed to replace failed generators; and

WHEREAS, a competitive sealed bid procurement for a two-year contract with no options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed price for this contract is fair and reasonable; and

WHEREAS, funding for this contract is within the current budget and FY 2020 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to award a two-year contract for the Rebuild of Bus Air Conditioning System Generators to Sutrak Corporation for a total amount not to exceed $747,240.
Contract for the Rebuild of Bus Air Conditioning System Generators

Prepared by: Carol Wise
Executive Vice President
Chief Operating Officer

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
DATE: January 14, 2020

SUBJECT: Contract to Paint the Existing Trinity Railway Express (TRE) Fleet

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to award a contract to Cherokee Coatings, LLC, to paint the existing Trinity Railway Express (TRE) fleet for an amount not to exceed $993,001, plus a 5.7% contingency of $56,601 for unanticipated expenses, for a total authorized amount not to exceed $1,049,602.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Operations, Safety & Security Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda.

FINANCIAL CONSIDERATIONS

. This contract to paint the existing TRE fleet is included in the TRE Re-Paint Existing fleet project budget of the approved FY 2020 Capital Budget.

. Sufficient funding for this contract in the amount of $1,049,602 is included in both the TRE Re-Paint Existing fleet project budget and the Commuter Rail Capital line item of the Twenty-Year Financial Plan.

. The contract cost plus contingency ($1,049,602) shall be equally shared between Dallas Area Rapid Transit (DART) and Trinity Metro in accordance with Section 5.4.1 (b) in the Interlocal Agreement between the two agencies (DART's share - $524,801; Trinity Metro's share - $524,801).

BUSINESS PURPOSE

. Approval of this resolution will provide for the painting of five locomotives, five cab cars, and 13 coach cars.

. Approval of this contract will help achieve the Board Strategic Priority 2: Optimize and preserve (state of good repair) the existing transit system.

. Trinity Railway Express' (TRE) current locomotive fleet consists of seven EMD F-59 PH locomotives purchased from GO Transit between 1998 and 2000, and two F-59 PHI locomotives purchased new from EMD in 2001. TRE's bi-level fleet consists of eight Bombardier cab cars.
and seventeen Bombardier coach cars. The cab cars were purchased new from Bombardier between 2000 and 2007. Twelve of the coach cars were purchased used from GO Transit in 2000 and 2001. The remaining five coach cars were purchased new from Bombardier between 2007 and 2009.

- Rail vehicles are typically stripped and repainted during midlife overhauls. TRE's fleet is stored outdoors and exposed to weather elements year-round. The extreme Texas heat and extended exposure to the sun causes the paint to fade and crack, making the vehicles look worn and unkempt between their scheduled overhauls. TRE has five locomotives, five cab cars, and 13 coach cars that need to be painted several years before the next scheduled overhaul.

- The Trinity Metro Board of Directors is scheduled to approve the expenditures to paint the TRE fleet at their meeting on January 27, 2020.

- Pursuant to Section 2.4 of the Restated Interlocal Cooperative Agreement by and between DART and Trinity Metro for the Operation and Development of the TRE, dated September 16, 2003 (Resolution No. 030084), DART is acting as the procuring agency on behalf of Trinity Metro and the TRE for this contract.

**PROCUREMENT CONSIDERATIONS**

- On September 20, 2019, a Request for Proposals (RFP) notification was sent to 108 firms for vehicle painting services.

- This will be a definite quantity contract, with firm fixed rates, for a term of two years with no options.

- The Contract Award Analysis is provided as Attachment 1.

**D/M/WBE CONSIDERATIONS**

- The goals for this contract were established in March 2019 at 10% MBE and 3% WBE participation.

- Cherokee Coatings, LLC, the prime contractor, has committed to meet the goals.

- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

**LEGAL CONSIDERATIONS**

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.
Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Invitation for Bids)
IFB NO. B-2051528

Contract Information

A. Description: Paint the Existing Trinity Railway Express (TRE) Fleet

B. Contractor: Cherokee Coatings, LLC

C. Contract Number: C-2051528-01

D. Contract Amount: $993,001

E. Contract Type: Definite Quantity/Definite Delivery

F. Performance Period/Term of Contract: Two years from the date of the Notice-to-Proceed

G. Options Available: N/A

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

A. Issue Date: 09/20/2019

B. Number of Notifications Sent: 108

C. Date and Time for Bid Receipt: 10/22/2019 at 2:00 PM (Dallas CST)

D. Bids Received: Two

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Bid Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cherokee Coatings, LLC</td>
<td>$993,001</td>
<td>$993,001</td>
</tr>
<tr>
<td>2. Arrowhead Services, Ltd.</td>
<td>$3,425,000</td>
<td>$3,425,000</td>
</tr>
</tbody>
</table>

E. Discussion of Nonresponsive Bids: N/A

F. Bid Evaluation: All bids were received before close and recorded. The apparent “low bidder” was publicly announced. Each low bid was checked for correctness and completion. A letter was sent to the “apparent” low bidder to verify their bid.

G. Price Considerations: Pricing is fair and reasonable based on the competitive bids received, the Independent Cost Estimate, and Historic Pricing.
H. Determination of Responsibility:
   Bond Check: N/A
   Reference Check: Satisfactory
   Financial Responsibility Survey: Satisfactory
   Insurance Check: Upon Award of Contract
   On-Site Inspection: N/A
   Arithmetic Check: Completed
   Verification of Bid: Completed
   Buy America Certification and/or Audit, if applicable: N/A
   Debarred/Suspended list: Not on the debarred/suspended list

I. Protests received: None

J. Determinations Required: None

**Determination and Recommendation**

Cherokee Coatings, LLC, is a responsive and responsible offeror that submitted the lowest price in full and open competition for painting the existing TRE fleet. They have the capacity to perform this contract and are recommended for award.
Contract to Paint the Existing Trinity Railway Express (TRE) Fleet

M/WBE CONSIDERATIONS

The goals for this contract were established in March 2019 at 10% MBE and 3% WBE participation. Cherokee Coating, LLC, the prime contractor, has committed to meet the goals through utilization of the following certified firms:

MBE Participation

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>ETHNICITY</th>
<th>SERVICE</th>
<th>AMOUNT</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Rep/Willard Johnson</td>
<td>Dallas TX</td>
<td>Black Male</td>
<td>Supply of Chemicals</td>
<td>$99,300</td>
<td>10.00%</td>
</tr>
</tbody>
</table>

TOTAL MBE PARTICIPATION: $99,300  10.00% *

WBE Participation

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>ETHNICITY</th>
<th>SERVICE</th>
<th>AMOUNT</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sa-So</td>
<td>Arlington, TX</td>
<td>White Female</td>
<td>Supply Safety Supplies</td>
<td>$9,930</td>
<td>1.00%</td>
</tr>
<tr>
<td>B&amp;B Waste Transit, Inc.</td>
<td>Prosper, TX</td>
<td>White Female</td>
<td>Waste Disposal</td>
<td>$19,860</td>
<td>2.00%</td>
</tr>
</tbody>
</table>

TOTAL WBE PARTICIPATION: $29,790  3.00% *

NOTE: The goals are based on the not to exceed amount of $993,001. If there are any changes to this amount, the original goals will apply.

*The percentages and dollar amounts may remain level, increase or decrease depending on the circumstances.

Summary of EEO-1 Report

Cherokee Coating, LLC, is located in Grove, OK and employs 7 individuals. The following is an analysis of their EEO-1 report:

<table>
<thead>
<tr>
<th></th>
<th>ASIAN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>WHITE</th>
<th>TOTAL</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>MALES</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>4</td>
<td>6</td>
<td>85.71%</td>
</tr>
<tr>
<td>FEMALES</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>14.29%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>5</td>
<td>7</td>
<td>100%</td>
</tr>
<tr>
<td>PERCENTAGE</td>
<td>0.00%</td>
<td>14.29%</td>
<td>0.00%</td>
<td>14.29%</td>
<td>71.42%</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Contract to Paint the Existing Trinity Railway Express (TRE) Fleet

WHEREAS, the Trinity Railway Express has a fleet of nine locomotives, eight cab cars, and seventeen coach cars; and

WHEREAS, the TRE has identified a need to paint and refresh five locomotives, five cab cars and thirteen coach cars; and

WHEREAS, pursuant to Section 2.4 of the Restated Interlocal Cooperative Agreement by and between DART and Trinity Metro for the Operation and Development of the TRE, dated September 16, 2003 (Resolution No. 030084), DART is acting as the procuring agency on behalf of Trinity Metro and the TRE for this contract; and

WHEREAS, a competitive sealed proposal procurement to paint the existing TRE fleet was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed price is fair and reasonable; and

WHEREAS, funding for this contract is within current Budget and FY 2020 Twenty-Year Financial Plan allocations; and

WHEREAS, the local share of the painting of these vehicles shall be jointly shared by the transit authorities as specified in the Interlocal Agreement between DART and Trinity Metro.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to award a contract to Cherokee Coatings, LLC, to paint the existing Trinity Railway Express (TRE) fleet for an amount not to exceed $993,001, plus a 5.7% contingency of $56,601 for unanticipated expenses, for a total authorized amount not to exceed $1,049,602.
Contract to Paint the Existing Trinity Railway Express (TRE) Fleet

Prepared by: Bonnie Murphy
Vice President
Commuter Rail and Railroad Management

Approved by: Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
DATE: January 14, 2020

SUBJECT: Call for Public Hearing on Proposed June 2020 Service Modifications and New Route 706

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to call a public hearing on February 25, 2020, to receive public comments on proposed June 2020 Service Modifications and the permanent operation of Route 706, as shown in Exhibit 1 to the Resolution.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Operations, Safety & Security Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda.

FINANCIAL CONSIDERATIONS

. Funding for the proposed June 2020 service change is included in the Bus Operations Department's FY 2020 Operating Expense budget.

. Sufficient funds for the proposed June 2020 service modifications is included in the Bus Operations FY 2020 Operating Budget and Total Operating Expense line item of the FY 2020 Twenty-Year Financial Plan. The proposed changes do not represent an increase over current operating expenses.

BUSINESS PURPOSE

. This resolution will assist DART in achieving Board Strategic Priority 1: Continually improve service and safety expectations and perceptions for customers and the public; and Priority 2: Optimize and preserve (state of good repair) the existing transit system.

. This item covers the formal Call for Public Hearing for proposed June 2020 service changes. If approved by subsequent action of the Board of Directors, the tentative implementation date for these changes is June 1, 2020.

. Proposed June changes include the elimination of “Flex Service” as a service category. DART currently operates five Flex routes, which allow for predefined diversions from the regular route based on customer requests.
<table>
<thead>
<tr>
<th></th>
<th>Route Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>840</td>
<td>SOUTH IRVING FLEX</td>
</tr>
<tr>
<td>841</td>
<td>TELECOM CORRIDOR FLEX</td>
</tr>
<tr>
<td>843</td>
<td>SOUTH PLANO FLEX</td>
</tr>
<tr>
<td>870</td>
<td>EAST PLANO FLEX</td>
</tr>
<tr>
<td>887</td>
<td>GARLAND - ROWLETT FLEX</td>
</tr>
</tbody>
</table>

. The proposed changes focus on building ridership and improving service quality for the DART bus system. Route and schedule changes were crafted based on stakeholder coordination, service efficiency reviews, and allocation of available vehicles.

. This service function is designed to increase customer responsiveness and ridership. However, the request to “flex” the route is rarely ever made, and most Flex service operates as normal service with fixed routes and schedules. The busier Flex routes (Telecom Corridor, South Plano) may serve their customers better by being converted to Crosstown or Rail Feeder service, while the communities served by the lower performing Flex routes (South Irving, East Plano, Garland-Rowlett) may be better suited to the GoLink operating model.

. With the June 2020 changes, only reclassification of these routes into fixed routes is proposed; route changes or GoLink conversions may be proposed as part of a later service change following the Bus Service Plan.

. The public hearing would also include permanent operation of new Route 706, which was introduced on an experimental basis since August 2019. This route was established based upon requests from Parkland Hospital after August Public Hearings were already conducted. This route is operated on behalf of and fully funded by Parkland Hospital. It operates on weekdays from 7:00A.M. – 6:00P.M. at 20-minute frequency, connecting Parkland Hospital, UTSW’s Bass Tower, Parkland Employee Physician Offices, and additional off-site locations of Parkland employees.

. Finally, proposed June 2020 changes include route modification for Route 52 in Downtown Dallas. This proposal would involve a minor change of the Route 52 end-of-line to Convention Center Station from the nearby Wood & Market (on-street) terminal. This change is designed to allow use of Proterra electric vehicles on Route 52. This change is included for information only and does not require Board action.

. Detailed information on all proposed changes appears in Exhibit 1 attached to the Resolution.

. The preliminary schedule for the public hearing process is:
  - January 14, 2020 Call for Public Hearing Approval
  - February 24, 2020 Pre-Public Hearing Community Meeting (HQ)
  - February 25, 2020 Public Hearing
  - March 10, 2020 Final Recommendations to Operations Committee
  - March 24, 2020 Board Action (final approval)

**LEGAL CONSIDERATIONS**

Section 452.115 of the Texas Transportation Code requires DART to hold a public hearing on service changes involving 25 percent or more of the number of transit route miles of a transit route; or 25 percent or more of the transit revenue miles of a transit route, computed daily, for the day of the week
for which the change is made; or the establishment of a new route. "Service change" means any addition or deletion resulting in the physical realignment of a transit route or a change in the type or frequency of service provided in a specific, regularly scheduled transit route.
DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Call for Public Hearing on Proposed June 2020 Service Modifications and New Route 706

WHEREAS, a public hearing is required for route eliminations, new routes or modifications to existing routes that result in changes of 25 percent or more to revenue miles or revenue hours for any service day, or any frequency changes exceeding five minutes during peak periods or fifteen minutes off-peak; and

WHEREAS, DART proposes to improve customer service and advance stakeholder collaboration by officially implementing service on Route 706; and

WHEREAS, DART proposes to eliminate “Flex Service” as a Service Category and reclassify these routes as Crosstown or Rail Feeder while considering future conversions to GoLink service where appropriate; and

WHEREAS, DART proposes to deploy electric vehicles on Route 52 and thereby change the End of Line location to Convention Center Station; and

WHEREAS, the proposed service modifications would fall within current Budget and FY 2020 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to call a public hearing on February 25, 2020, to receive public comments on proposed June 2020 Service Modifications and the permanent operation of Route 706, as shown in Exhibit 1 to the Resolution.
Call for Public Hearing on Proposed June 2020 Service Modifications and New Route 706

Prepared by: Todd Plesko
Vice President
Planning and Development

Approved by: Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
JUNE 2020 SERVICE MODIFICATIONS

Overview

The proposed June 2020 service changes are focused on improving ridership and improving service quality for the DART bus system. This small group of three changes represents thorough stakeholder coordination and service performance analysis.

June changes also include the official implementation of current experimental Route 706, the elimination of Flex Service, and minor route changes to Route 52.

Route 706

Beginning in August 2019, Parkland Hospital began funding a third shuttle service, Route 706. This shuttle operates experimentally on a 20-minute frequency Monday – Friday from 7:00A.M. to 6:00P.M. in order to connect off-site employees with Parkland Hospital and the Parkland Employee Physician Office. Route 706 also serves three off-site locations: 8435 Stemmons, 1341 W Mockingbird, and UTSW’s Bass Tower.

Since the experimental implementation of Route 706, Parkland has begun advertising the service to its employees and requested handouts and other materials to promote the route.

Electric Vehicles on Route 52

June 2020 changes include minor route modifications for Route 52, a West Dallas local bus route serving Bernal / Singleton Transfer Center and Downtown Dallas. This route has been growing in ridership since the August 2019 Service Changes. DART plans to start operation of some Proterra electric vehicles, and the addition of electric vehicles would require a slight route modification to terminate at Convention Center Station (rather than Wood & Market) in order to recharge the batteries. This item is included for information only and does not require formal Board action.

Elimination of “Flex Service” Category

June 2020 service changes would include the elimination of Flex Service. Currently DART operates five Flex Routes:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>840</td>
<td>SOUTH IRVING FLEX</td>
</tr>
<tr>
<td>841</td>
<td>TELECOM CORRIDOR FLEX</td>
</tr>
<tr>
<td>843</td>
<td>SOUTH PLANO FLEX</td>
</tr>
<tr>
<td>870</td>
<td>EAST PLANO FLEX</td>
</tr>
<tr>
<td>887</td>
<td>GARLAND-ROWLETT FLEX</td>
</tr>
</tbody>
</table>

These routes rarely receive requests for “flexing” service from the predefined route alignment. As such, it seems better to serve customers using Crosstown or Rail Feeder service.
Additionally, the consistently low performance of Routes 843, 870, and 887 indicate GoLink may be a better way to serve these customers. These three routes are below target-level in all three performance metrics identified by the Service Standards, and regularly rank among the lowest performing routes in the DART system.

**Public Involvement Process**

Staff anticipates a public hearing would be scheduled on February 25, 2020. Final Board action is anticipated on March 24, 2020.

Key steps in the process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call for Public Hearing Approval</td>
<td>January 14, 2020</td>
</tr>
<tr>
<td>Public Meeting</td>
<td>February 24, 2020</td>
</tr>
<tr>
<td>Public Hearing</td>
<td>February 25, 2020</td>
</tr>
<tr>
<td>Final Recommendations to Operations Committee</td>
<td>March 10, 2020</td>
</tr>
<tr>
<td>Final Board Approval</td>
<td>March 24, 2020</td>
</tr>
</tbody>
</table>
Exhibit 1

FLEX Routes

- Route 887
- Route 840
- Route 870
- Route 841
- Route 843

Call for Public Hearing-June Srvc Mods-BD
DATE: January 14, 2020

SUBJECT: Declaration and Sale of Surplus Property Located Near the Intersection of Wyman Street and Denton Drive in the City of Dallas to Southwest Airlines

RECOMMENDATION

Approval of a resolution: 1) declaring DART's interest in the 2,681 square feet tract located near the intersection of Wyman Street and Denton Drive, in the City of Dallas ("Wyman Tract") surplus to DART's mass transit requirements; and 2) authorizing the President/Executive Director or his designee to proceed with the sale of the Wyman Tract to Southwest Airlines, for fair market value as determined by an appraisal, subject to the approval of the Federal Transit Administration (FTA).

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Capital Construction Oversight Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda.

FINANCIAL CONSIDERATIONS

. The offer received from Southwest Airlines constitutes the fair market value of the Wyman Tract based on an appraisal obtained by Southwest Airlines and reviewed by a consultant engaged by DART.

. Sale of this property will generate revenue. However, this revenue will be reimbursed to the FTA.

BUSINESS PURPOSE

. The Wyman Tract depicted in Attachment 1 and fully described in Exhibit 1 of the resolution is owned by DART. Southwest Airlines wishes to acquire the Wyman Tract of approximately 2,681 square feet for the purpose of closing and abandoning the public street right-of-way to secure their office complex with a gate on the west side of DART’s Light Rail Transit (LRT) Green Line.

. This Tract will be used by Southwest Airlines as part of their office complex and will allow Southwest Airlines to request the City to abandon Wyman Street so the City can close the street and Southwest Airlines can secure their complex.

. Southwest Airlines agrees to pay DART fair market value in cash for the Wyman Tract.

. It has been determined that this sale is not inconsistent with the efficient operation and
maintenance of the transit system and the property is surplus to DART's needs and is not needed for the development, operation, or maintenance of the transit system.

. The Wyman Tract will be sold to Southwest Airlines "as is" and "where is", without warranties, subject to any and all utilities.

. Approval of this transaction will help achieve Board Strategic Priority 6: Innovate to improve levels of service, business processes, and funding.

. The Board has been provided a confidential packet under separate cover outlining the details of the proposed transaction.

APPRAISAL INFORMATION

. An appraisal has been prepared by an independent state certified real estate appraiser and reviewed by a DART state certified consultant appraiser.

LEGAL CONSIDERATIONS

. Section 452.054(d) of the Texas Transportation Code authorizes DART to dispose of any rights of interest in real property which are not needed for the efficient operation and maintenance of the public transportation system.

. Section 272.001 of the Local Government Code allows DART to sell otherwise undevelopable property to an abutting owner without a public solicitation.
Declaration and Sale of Surplus Property
Located Near the Intersection of Wyman Street
and Denton Drive in the City of Dallas to
Southwest Airlines

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan,
Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),
MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User
Community

Legend

DART Green Line LRT
Location of Wyman Parcel

DALLAS AREA RAPID TRANSIT

Declaration and Sale of Surplus Property Rights to SWA-BD
1/8/2020 3:00:38 PM
Declaration and Sale of Surplus Property

Located Near the Intersection of Wyman Street and Denton Drive in the City of Dallas to Southwest Airlines

Declaration and Sale of Surplus Property Rights to SWA-BD
DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Declaration and Sale of Surplus Property Located Near the Intersection of Wyman Street and Denton Drive in the City of Dallas to Southwest Airlines

WHEREAS, Dallas Area Rapid Transit (DART) was created to provide a regional public transportation system, and the acquisition of real property and the planning, design, engineering, and construction of improvements thereon are functions fundamental to the provision of a public transportation system; and

WHEREAS, Southwest Airlines desires to purchase a total of 2,681 square feet of property from DART's LRT corridor; and

WHEREAS, DART's interest in the subject property, known as the Wyman Tract, is surplus to DART's mass transit requirements; and

WHEREAS, Southwest Airlines agrees to pay DART fair market value in cash as determined by an appraisal for the Wyman Tract; and

WHEREAS, the property will be conveyed "as is" and "where is" without warranties, subject to any and all utilities.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that:

Section 1: The interest of DART in and to the Wyman Tract described in Exhibit 1 is hereby declared surplus to DART.

Section 2: The President/Executive Director or his designee is authorized to take such action and execute such documents as shall be necessary to sell the Wyman Tract for fair market value to Southwest Airlines, subject to approval of the Federal Transit Administration.
Declaration and Sale of Surplus Property Located Near the Intersection of Wyman Street and Denton Drive in the City of Dallas to Southwest Airlines

Prepared by: Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
DECLARATION AND SURVEY OF SALE

TRACT 1
2,681 SQUARE FEET
REMAINDER OF LOT 1A, BLOCK A/5772
SWA TRAINING AND OPERATIONS SUPPORT
Dickerson Parker Survey, Abstract No. 1113,
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 2,681 square foot (0.062 acre) tract of land situated in the Dickerson Parker Survey, Abstract No. 1113, Dallas County, Texas; said tract being a remainder of Lot 1A, Block A/5772, SWA Training and Operations Support, an addition to the City of Dallas, Texas, recorded in Instrument No. 20140026737 of the Official Public Records of Dallas County, Texas; said tract also being all of that certain tract of land described in General Warranty Deed to Dallas Area Rapid Transit recorded in Instrument No. 20070030856 of the said Official Public Records; said 2,681 square foot tract being more particularly described as follows (Bearing basis for this survey is based on the State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202. All distances shown have been scaled using the TxDOT combined scale factor of Dallas County of 1.000136506):

BEGINNING, at an "+" cut in concrete found at the northernmost northeast corner of said Dallas Area Rapid Transit and in the southwest right-of-way line of Dallas Area Rapid Transit (a variable width right-of-way); said point also being the northernmost northwest corner of Wyman Street (a variable width right-of-way);

THENCE, departing the said southwest line of the second referenced Dallas Area Rapid Transit tract, along the said northwest line of Wyman Street and the northeast line of the first referenced Dallas Area Rapid Transit tract the following (two) 2 calls:

South 37 degrees, 21 minutes, 14 seconds West, a distance of 68.11 feet to a "+" cut in concrete found at a southeast corner of the first referenced Dallas Area Rapid Transit tract;

South 44 degrees, 05 minutes, 57 seconds West, a distance of 157.62 feet to an aluminum disk stamped with "PACHECO KOCH-SWA W.C." found at the south corner of the first referenced Dallas Area Rapid Transit tract; said point also being an angle point of Lot 1C, B/5772 SWA West Campus, an addition to the City of Dallas, Texas, according to the plat recorded in Instrument No. 201700178063 of the said Official Public Records;

THENCE, North 37 degrees, 21 minutes, 14 seconds East, departing the said northwest line of Wyman Street and along a northeast line of said Lot 1C and the northwest line of the first referenced Dallas Area Rapid Transit tract a distance of 221.47 feet to a point for corner in the said southwest line of the second referenced Dallas Area Rapid Transit;

THENCE, South 62 degrees, 20 minutes, 51 seconds East, along the said northeast line of the first referenced Dallas Area Rapid Transit tract and the southwest line of the second referenced Dallas Area Rapid Transit tract a distance of 18.78 feet to the POINT OF BEGINNING;

CONTAINING, 2,681 square feet or 0.062 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract described.

Kyle Coleman Harris
Date: 2/14/19
Registered Professional Land Surveyor No. 6266
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10008000
1320-16.094EX2.docx
1320-16.094EX2.dwg.png

Sheet 1 of 2
Declaration and Sale of Surplus Property Rights to SWA-BD

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract described.

Kyle Coleman Harris  Date
Registered Professional Land Surveyor No. 6266

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.

2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202. All distances shown have been scaled using the TxDOT combined surface scale factor for Dallas County of 1.000136506.

3. All coordinates shown are Texas State Plane, North Central Zone 4202, North American Datum of 1983, no scale, no projection.

TRACT 1
2,681 SQUARE FEET
REMAINDER OF LOT 1A, BLOCK A/5772
SWA TRAINING AND OPERATIONS SUPPORT
DICKERSON PARKER SURVEY, ABSTRACT NO. 1113,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 2 OF 2
DATE: January 14, 2020

SUBJECT: Contract for Construction Services for the DART Hidden Ridge Station in Irving, Texas and Amend Interlocal Agreement (ILA) with City of Irving for Funding

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to:

Section 1: Award a contract for Hidden Ridge Station Construction Services to Archer Western Construction in the amount of $11,067,000, plus a supplemental work contingency of $553,350 (5%) for unanticipated expenses, for a total authorized amount not to exceed $11,620,350.

Section 2: Execute an amendment to the existing Interlocal Agreement with the City of Irving, to amend sections 2.04 and 3.02 of the existing ILA, in the form attached to the Resolution as Exhibit 1, to permit contract award prior to second payment to be made by City of Irving before June 30, 2020.

COMMITTEE CONSIDERATIONS

. On December 10, 2019, the Capital Construction Oversight Committee unanimously moved to forward this item to the January 14, 2020, Committee-of-the-Whole Consent Agenda.

FINANCIAL CONSIDERATIONS

. This contract for Hidden Ridge Station construction services is included in the Hidden Ridge Station project budget of the approved FY 2020 Capital Budget and is funded by the FTA grant and City of Irving.

. The initial City of Irving portion of funding for this contract is provided per the Interlocal Agreement (ILA) with City of Irving executed on April 10, 2018. The second payment by City of Irving is to be paid by June 30, 2020, per the Amended ILA to support project completion.

. Sufficient funding for this contract is available based upon approval of a Letter of No Prejudice (LONP) from the FTA dated November 19, 2019, for the FTA Grant in the amount of $8,800,000 and the initial payment from the City of Irving in the amount of $3,200,000, for a total amount of $12,000,000.

BUSINESS PURPOSE

. Section 1 of the resolution is for the contract that will provide for construction of the infill
Hidden Ridge Station along the Orange Line.

- Approval of this contract will help achieve the Board Strategic Priority 2: Optimize and preserve (state of good repair) the existing transit system.

- On March 27, 2018, DART and City of Irving executed an Interlocal Agreement for funding of the Hidden Ridge Station (formerly known as Carpenter Ranch Station).

- On November 7, 2019, the City of Irving and DART agreed to seek approval to award construction contract plus contingency for a not-to-exceed amount of $11,620,350, which is $1,581,406 higher than the estimated amount of $10,038,944.

- The ILA requires that the amount of the difference in the construction price be paid by the City of Irving within 45 days as the second payment.

- The City of Irving has requested additional time to make the second payment.

- Section 2 of the resolution is for an amendment to the ILA to permit contract award prior to second payment to be made by City of Irving before June 30, 2020.

**PROCUREMENT CONSIDERATIONS**

- DART Procurement issued a Request for Proposal on April 17, 2019, to 677 businesses registered for construction services. A total of 17 contractors attended a preproposal conference on May 7, 2019, and three contractors attended a site visit on May 10, 2019.

- Prior to the offer submission date of June 6, 2019, three proposals were received.

- This will be a firm fixed price contract for construction services for a term of 390 calendar days following the date of the Notice to Proceed.

- Following technical and price evaluation, Archer Western Construction, LLC, is determined to be a responsive proposer and is recommended for award.

- The three proposals received in response to the Request for Proposals exceed the Independent Cost Estimate. DART Procurement performed a cost and price analysis and determined that the proposed prices are more indicative of the current local market than the cost estimate and determined that the price proposed by Archer Western Construction is fair and reasonable.

- A more detailed analysis is provided in Section I "Cost and Price Analysis" under the heading "Solicitation Information" in the attached Contract Analysis.

- The Contract Analysis is provided as Attachment 1.

**D/M/WBE CONSIDERATIONS**

- The goal for this contract was established in February 2019 at 31% DBE participation.

- Archer Western Construction, LLC, the prime contractor, has committed to exceed the DBE goal.

- The DBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor’s actual EEO-1 report is available upon request.
LEGAL CONSIDERATIONS

. Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.
Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2046201

Contract Information

A. **Description:** The scope of work is to construct the Irving Hidden Ridge (formerly Carpenter Ranch Station) as an operational infill station.

B. **Contractor:** Archer Western Construction, LLC.

C. **Contract Number:** C-2046201-01

D. **Contract Amount:** $11,067,000

E. **Contract Type:** Firm Fixed Price

F. **Performance Period/Term of Contract:** Three hundred ninety (390) calendar days following Notice to Proceed.

G. **Options Available:** None

H. **Bond Requirement:** Yes, Payment and Performance Bonds

I. **Liquidated Damages:** Yes

J. **Funding Source:** Federal/Local

Solicitation Information

A. **Issue Date:** April 17, 2019

B. **Number of Notifications Sent:** 677

C. **Date and Time for Proposal Receipt:** June 6, 2019, 2:00 pm

D. **Proposals Received:** 3

   Offeror No. 1 – Archer Western Construction, LLC
   Offeror No. 2 – McCarthy Building Companies
   Offeror No. 3 – Gilbert May dba Phillips/May Corporation

E. **Discussion of Proposal Evaluation Process:** The RFP Source Evaluation Committee (SEC) consisted of four voting members with relevant expertise, who individually and independently reviewed and evaluated the three proposals from June 10, 2019 through June 21, 2019. Technical proposals were evaluated to determine technical acceptability based on compliance with the technical specifications and requirements in the Request for Proposals. A Cost and Pricing Analyst evaluated the cost proposals.
The maximum technical score was 600 points, and the maximum price score was 400 points, for a total maximum score of 1000 points.

The Source Evaluation Committee evaluated the proposals using the following evaluation criteria and weights:

**Technical Evaluation Criteria**

<table>
<thead>
<tr>
<th>TECHNICAL/PRICE EVALUATION CRITERIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criteria</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

**Cost Evaluation Criteria and Weights:**

The Cost and Pricing Analyst Team evaluated cost proposals. The lowest price proposal was awarded 400 price points. Remaining proposals were awarded points per the following formula:

$\text{(Lowest Price Proposal divided by Proposal under evaluation) x 400 points}$

**F. Discussion of Unacceptable Proposals:** The proposals were determined to be technically acceptable.

**G. Proposal Scoring:** Out of the 1,000 possible points, final evaluation rankings are as follows:

<table>
<thead>
<tr>
<th>Total Points Available</th>
<th>SEC Average Score</th>
<th>Equal Opportunity Score</th>
<th>Total Technical Score</th>
<th>Total Cost Score</th>
<th>Total Points</th>
<th>Ranking</th>
<th>Proposed Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror 1: Archer Western Construction, LLC</td>
<td>1000</td>
<td>358</td>
<td>52</td>
<td>410</td>
<td>400</td>
<td>810</td>
<td>1</td>
</tr>
<tr>
<td>Offeror 02: McCarthy Building Companies</td>
<td>1000</td>
<td>232</td>
<td>62</td>
<td>294</td>
<td>356</td>
<td>650</td>
<td>3</td>
</tr>
<tr>
<td>Offeror 03: Gilbert May dba Phillips/May Corporation</td>
<td>1000</td>
<td>335</td>
<td>64</td>
<td>399</td>
<td>303</td>
<td>702</td>
<td>2</td>
</tr>
</tbody>
</table>
H. Negotiation Memorandum: Available for review in the contract file.

I. Cost & Price Analysis: The three proposals received in response to the Request for Proposals exceed the Independent Cost Estimate. The Independent Cost Estimate was based on the construction cost for the Lake Highlands Station plus escalation and was used to establish the $12,000,000 total project budget in the Financial Plan. During discussions with the City of Irving regarding the Interlocal Agreement for Funding and potential changes in the market, a provision for a second payment was added. Prior to and following negotiations, cost and price analysis was performed on the proposed pricing from the three offerors. This involved a line by line comparison of cost and price elements between competing proposals and the Independent Cost Estimate, review of the cost estimate with the estimator and an analysis of the local market. Following the analysis, the Procurement Department determined that the proposed pricing is more indicative of the current local market and is fair and reasonable.

J. Determination of Responsibility: Archer Western Construction, LLC is determined to be a responsible proposer.

Bond Check: Payment and Performance Bonds will be verified before issuance of the Notice to Proceed. Surety provided certification that Archer Western Construction, LLC can obtain all necessary bonding required under the contract.

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Will be verified after award. Based on analysis, Archer Western Construction, LLC can provide the required insurance.

On-Site Inspection: N/A

Arithmetic Check: Verified

Verification of Offer: Yes

Buy America Certification and/or Audit, if applicable: Yes

Debarred/Suspended list: Not on the debarred/suspended list.

K. Protests Received: None


Determination and Recommendation

Archer Western Construction, LLC is the responsible contractor that submitted the most advantageous proposal considering technical and price factors. They have the capacity to perform this contract and are recommended for award.
Contract for Construction Services for the DART Hidden Ridge Station in Irving, Texas

DBE CONSIDERATIONS

The goal for this contract was established in February 2019 at 31% DBE participation. Archer Western Construction, LLC, the prime contractor, has committed to exceed the DBE goal through utilization of the following certified firms:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>ETHNICITY</th>
<th>SERVICE</th>
<th>AMOUNT</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aqua Green Global, LLC</td>
<td>Dallas, TX</td>
<td>Black Male</td>
<td>Landscape and Irrigation</td>
<td>$379,452</td>
<td>3.43%</td>
</tr>
<tr>
<td>The Burrell Group</td>
<td>Dallas, TX</td>
<td>Black Male</td>
<td>Compliance and Outreach</td>
<td>$14,000</td>
<td>0.13%</td>
</tr>
<tr>
<td>Choctaw Erectors</td>
<td>Decatur, TX</td>
<td>Native American Male</td>
<td>Install Structural Steel</td>
<td>$46,114</td>
<td>0.42%</td>
</tr>
<tr>
<td>DGR Consultants, LLC</td>
<td>Dallas, TX</td>
<td>White Female</td>
<td>Safety Consultant</td>
<td>$343,000</td>
<td>3.10%</td>
</tr>
<tr>
<td>Dowager Utility Construction, LTD</td>
<td>Dallas, TX</td>
<td>Asian Pacific Male</td>
<td>Install Site Utilities</td>
<td>$259,174</td>
<td>2.34%</td>
</tr>
<tr>
<td>Obra Ramos Construction</td>
<td>Frisco, TX</td>
<td>Hispanic Male</td>
<td>Earthwork and Demolition</td>
<td>$302,035</td>
<td>2.73%</td>
</tr>
<tr>
<td>QN Management Solutions</td>
<td>Dallas, TX</td>
<td>Asian Pacific Male</td>
<td>Scheduling</td>
<td>$20,020</td>
<td>0.18%</td>
</tr>
<tr>
<td>STL Engineers</td>
<td>Dallas, TX</td>
<td>Hispanic Female</td>
<td>QA/Material Testing</td>
<td>$350,000</td>
<td>3.16%</td>
</tr>
<tr>
<td>Texas Environmental Management</td>
<td>Justin, TX</td>
<td>White Female</td>
<td>Erosion Control</td>
<td>$22,728</td>
<td>0.21%</td>
</tr>
<tr>
<td>Urban Infraconstruction, LLC</td>
<td>Ft. Worth, TX</td>
<td>Asian Indian Male</td>
<td>Concrete Site Work</td>
<td>$1,387,015</td>
<td>12.53%</td>
</tr>
<tr>
<td>Triton Supply, Inc.</td>
<td>Arlington, TX</td>
<td>White Female</td>
<td>Material Supply</td>
<td>$400,000</td>
<td>3.61%</td>
</tr>
<tr>
<td>VRX, Inc.</td>
<td>Plano, TX</td>
<td>White Female</td>
<td>Consulting Services</td>
<td>$25,230</td>
<td>0.23%</td>
</tr>
</tbody>
</table>

**TOTAL DBE PARTICIPATION:** $3,548,768 32.07%*

NOTE: The goal is based on the current not to exceed amount of $11,067,000. If there should be any changes to this amount, the original goal shall still apply.

*The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.
Summary of EEO-1 Report:

Archer Western Construction, LLC, is located in Chicago, IL and employs 605 individuals. The following is an analysis of their EEO-1 report:

<table>
<thead>
<tr>
<th></th>
<th>ASIAN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AM</th>
<th>WHITE</th>
<th>TOTAL</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MALES</td>
<td>6</td>
<td>27</td>
<td>283</td>
<td>4</td>
<td>234</td>
<td>554</td>
<td>91.57%</td>
</tr>
<tr>
<td>FEMALES</td>
<td>1</td>
<td>2</td>
<td>22</td>
<td>1</td>
<td>25</td>
<td>51</td>
<td>8.43%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>7</td>
<td>29</td>
<td>305</td>
<td>5</td>
<td>259</td>
<td>605</td>
<td>100%</td>
</tr>
<tr>
<td>PERCENTAGE</td>
<td>1.16%</td>
<td>4.79%</td>
<td>50.41%</td>
<td>0.83%</td>
<td>42.81%</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Contract for Construction Services for the DART Hidden Ridge Station in Irving, Texas and Amend Interlocal Agreement (ILA) with City of Irving for Funding

WHEREAS, this contract will provide for construction of the infill Hidden Ridge Station along the Orange Line; and

WHEREAS, a competitive sealed proposal procurement for a 390-day contract with no options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is provided by City of Irving per the Interlocal Agreement (ILA) with City of Irving executed on April 10, 2018; and

WHEREAS, on November 7, 2019, the City of Irving and DART agreed to seek approval of Amendment to ILA to permit contract award prior to second payment to be made by City of Irving before June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to:

Section 1: Award a contract for Hidden Ridge Station Construction Services to Archer Western Construction in the amount of $11,067,000, plus a supplemental work contingency of $553,350 (5%) for unanticipated expenses, for a total authorized amount not to exceed $11,620,350.

Section 2: Execute an amendment to the existing Interlocal Agreement with the City of Irving, to amend sections 2.04 and 3.02 of the existing ILA, in the form attached to the Resolution as Exhibit 1, to permit contract award prior to second payment to be made by City of Irving before June 30, 2020.
Contract for Construction Services for the DART Hidden Ridge Station in Irving, Texas and Amend Interlocal Agreement (ILA) with City of Irving for Funding

Prepared by: John M. Rhone
Vice President
Capital Design & Construction

Approved by: Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Approved as to form: Gene Gamez
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
AMENDMENT ONE TO INTERLOCAL AGREEMENT
between
CITY OF IRVING AND DALLAS AREA RAPID TRANSIT
for
CONSTRUCTION OF CARPENTER RANCH LIGHT RAIL STATION

This Amended Interlocal Agreement (“Amendment”) is made between CITY OF IRVING (“City”), a Texas home rule municipality, and DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code, and amends the Agreement defined below. DART and the City are referred to collectively herein as “the Parties” and each individually as a “Party”.

WHEREAS, DART Light Rail Orange Line Section Irving-2 includes a site that was designated as the future Carpenter Ranch Light Rail Station (referred to herein as the “Station”) located west of the intersection of Meadow Creek Drive and Green Park Drive in Irving, Texas; and

WHEREAS, on May 11, 2010, by resolution number 100066, the DART Board of Directors authorized deferral of the construction of the Station and stated that funding for the future construction of the Station shall be provided by others; and

WHEREAS, previously, the City requested that DART design and construct the Station so as to provide additional service to the citizens of Irving, to encourage economic development, and to coordinate with the planned Verizon development near the Station; and

WHEREAS, on July 13, 2017, the Regional Transportation Council of the North Central Texas Council of Governments Metropolitan Planning Commission, approved a list of projects to fund through the 2017/2018 Congestion Mitigation and Air Quality Surface Transportation Block Grant Transit Program, which includes partial funding for the Station, through a grant to DART in the amount of $8,800,000; and

WHEREAS, on April 10, 2018, the City and DART entered into an Interlocal Agreement (the “Agreement”) for funding the design and construction for the Station on the terms set forth therein; and

WHEREAS, the City and DART desire to enter into this Amendment revising certain respective duties and responsibilities of the Parties in relation to design, construction and financing of the Station.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement to read as follows:

---

1 Words in **strike through** type are deletions from the existing agreement; words in ***underlined type*** are additions.

Page 1
2. DART OBLIGATIONS

2.04 DART will inform the City in writing of the proposed Station construction contract ("Construction Contract") price and Total Project Costs prior to award of the Construction Contract. Upon receipt of the City’s Second Deposit, DART will award the Construction Contract and proceed accordingly with the Project. DART has notified the City in writing of the anticipated Total Project Costs and DART will award the construction contract ("Construction Contract") after reaching agreement with contractor on the form of Contract. DART will provide City with periodic reports reflecting the actual Total Project Costs, including changes from the current budget. Cost and schedule impacts resulting from any changes in the documents and design made during construction, requested by the City, will be the responsibility of the City. DART will process change orders less than $100,000 resulting from any changes in the design or construction that are within the authorized contingency provided in the Total Project Costs, without prior approval of the City. DART will notify City of any individual cost impacts resulting from any change orders of $100,000 or more, and DART will provide the City a copy of the proposed change order for review, prior to the execution of the change order. In the event of unforeseen conditions that result in the increase in Total Project Costs, DART will notify City, and the change order causing that impact and any additional change orders causing further increases in Total Project Costs shall be provided by DART to the City for review and consideration for funding by the City. DART will not approve any change order causing or allowing an increase in Total Project Costs without the consent of the City. The Parties acknowledge that in the event of a change order exceeding $100,000 or an increase in Total Project Costs, time will be of the essence to reach mutual agreement regarding funding and to obtain City Council and DART Board action, as necessary, to avoid delay in implementation of the Project.

* * * * * *

3. CITY OBLIGATIONS

3.02 In the event DART’s notice to the City as described in Section 2.04 indicates Total Project Costs in excess of $12,000,000.00, City will deposit cash with DART, within 45 days after receipt of notice from DART, in the amount of the Second Deposit.

3.02 DART’s notice to the City, as described in Section 2.04, indicates Total Project Costs will be $13,581,406. Accordingly, City will deposit clear funds with DART, on a mutually agreed upon date, however no later than June 30, 2020, in the amount of $1,581,406.

* * * * *

Attachment 2, referenced in the Agreement in section 2.01 and attached to the Agreement is deleted and replace by the revised Attachment 2, attached hereto and incorporated herein for all purposes.
IN WITNESS, WHEREOF, the Parties have executed this Amendment in multiple originals effective as of the date last signed by a Party.

CITY OF IRVING

By: ______________________________
    Mayor

Attest: __________________________
       Shanae Jennings, City Secretary

Approved as to form:

________________________
   Kuruvilla Oommen, City Attorney

DALLAS AREA RAPID TRANSIT

By: ______________________________
    Gary C. Thomas
    President/Executive Director
REVISED ATTACHMENT 2: Anticipated Project Schedule

Based on Construction Schedule in Construction Contract After Execution of Amendment of Interlocal Agreement

- COTW Board Approval of Construction Contract: January 14, 2020
- Anticipated Notice to Proceed: January 24, 2020
- Construction Complete: October 2020
- Complete Testing: November 2020
- Revenue Services: December 2020
DATE: January 14, 2020

SUBJECT: Briefing On Potential Revisions To The DART Vision Statement, DART Mission Statement, and DART Board Strategic Priorities

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

. The Committee of the Whole will be briefed on potential revisions to the DART Vision Statement, DART Mission Statement, and DART Board Strategic Priorities.

. The DART Board discussed the Vision and Mission Statements and Strategic Priorities as a part of the Board workshop on December 20, 2019.

. The DART Vision Statement was adopted November 28, 2006 (Resolution 060196).

. The DART Mission Statement was last revised September 28, 1999 (Resolution 990194).

. The DART Board Strategic Priorities for FY 2016 through FY 2020 were adopted April 28, 2015 (Resolution 150046).

. Draft language for the revised Vision and Mission Statements and Strategic Priorities, as well as the current language, are attached.

. This briefing will help DART achieve Board Strategic Priority 6: Innovate to improve levels of service, business processes, and funding.
WHEREAS, the DART Board of Directors desires to adopt a Vision Statement for the agency that will be revisited from time to time.

NOW, THEREFORE, BE IT RESOLVED that the Dallas Area Rapid Transit Board of Directors adopts the following Vision Statement for the agency:

DART: Your preferred choice of transportation for now and in the future...

Angie Chen Button
Secretary

Mark Enoch
Chairman

APPROVED AS TO FORM:

DART Counsel

ATTEST:

Gary C. Thomas
President/Executive Director

November 28, 2006
Date
RESOLUTION

of the

DALLAS AREA RAPID TRANSIT
(Executive Committee)

Amendment to the DART Mission Statement

WHEREAS, on February 23, 1988, by Resolution No. 880024, the DART Board adopted its Mission Statement, and amended it on January 22, 1991 by Resolution No. 910016; and

WHEREAS, reference in the Mission Statement to "an effective and efficient transportation system" includes safety considerations; and

WHEREAS, to emphasize safety as a primary objective for DART, an explicit reference to safety is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the DART Mission Statement is amended as identified on Exhibit 1.

John De La Garza, Jr.
Secretary

Norma Stanton
Chairman

APPROVED AS TO FORM:

DART Counsel

ATTEST:

Roger Snoble
President/Executive Director

September 28, 1999
Date
DART MISSION STATEMENT

THE MISSION OF DALLAS AREA RAPID TRANSIT IS TO BUILD, ESTABLISH AND OPERATE A SAFE, EFFICIENT, AND EFFECTIVE TRANSPORTATION SYSTEM THAT, WITHIN THE DART SERVICE AREA, PROVIDES MOBILITY, IMPROVES THE QUALITY OF LIFE, AND STIMULATES ECONOMIC DEVELOPMENT THROUGH THE IMPLEMENTATION OF THE DART SERVICE PLAN AS ADOPTED BY THE VOTERS ON AUGUST 13, 1983, AND AS AMENDED FROM TIME TO TIME.
Adoption of DART Board Strategic Priorities for FY 2016 through FY 2020

WHEREAS, the Board desires to provide management with Strategic Priorities on which to base planning and goal-setting for the next five years; and

WHEREAS, the Board reviewed and confirmed six strategic priorities for FY 2016 through FY 2020; and

WHEREAS, the Board may continue to periodically review Strategic Priorities to affirm or amend them.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the DART Board Strategic Priorities for FY 2016 through 2020 as shown in Exhibit 1 to this Resolution are adopted.

Richard Carrizales
Secretary

Robert Strauss
Chair

APPROVED AS TO FORM:

DART Counsel

ATTEST:

Gary C. Thomas
President/Executive Director

April 28, 2015
Date
DART Board Strategic Priorities for FY 2016 through FY 2020

1. Continually improve service and safety experiences and perceptions for customers and the public

2. Optimize and preserve (state of good repair) the existing transit system

3. Optimize DART’s influence in regional transportation planning

4. Expand DART’s transportation system to serve cities inside and outside the current service area

5. Pursue excellence through employee engagement, development and well-being

6. Innovate to improve levels of service, business processes and funding
DART Vision Statement

Providing visionary transportation options

DART: Your preferred choice of transportation for now and in the future...

DART Mission Statement

The mission of Dallas Area Rapid Transit is to healthcare establish and operate and maintain a safe, efficient, and effective transportation system that, within the DART service area, provides mobility, improves the quality of life, and stimulates economic development for our customers and the communities we serve—through the implementation of the DART Service Plan as adopted by the voters on August 13, 1983, and as amended from time to time.

DART Board Strategic Priorities for FY 2021 through FY 2025

1. Improve service and safety experiences and perceptions for customers and stakeholders
2. Optimize and preserve the transit system and other assets
3. Innovate to improve service, business processes and funding
4. Pursue excellence through employee engagement, development and well-being
5. Continue DART’s role as a preeminent leader in local, regional and national transportation issues

1. Continually improve service and safety experiences and perceptions for customers and the public
2. Optimize and preserve (state of good repair) the existing transit system
3. Optimize DART’s influence in regional transportation planning
4. Expand DART’s transportation system to serve cities inside and outside the current service area
5. Pursue excellence through employee engagement, development and well-being
6. Innovate to improve levels of service, business processes and funding
DATE: January 14, 2020

SUBJECT: Briefing on Notice of Intent to Sue letters received by multiple Dallas property owners living near the Cotton Belt-Silver Line Rail Corridor

RECOMMENDATION
This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- The Committee will be briefed on Notice of Intent to Sue/Pre-Suit Notice to Cure letters received from multiple North Dallas property owners related to the construction of the Cotton Belt – Silver Line Rail Corridor.

- This item supports Board Strategic Priority 1: Continually improve service and safety experiences and perceptions for customers and the public.
DATE: January 14, 2020

SUBJECT: Briefing on Litigation Styled Millwee-Jackson Joint Venture v. City of Dallas and Dallas Area Rapid Transit, Cause No. 04-07287

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- The Board will be briefed on litigation styled Millwee-Jackson Joint Venture v. City of Dallas and Dallas Area Rapid Transit, Cause No. 04-07287 pending in the 95th Judicial District Court, Dallas, Texas.

- This item supports Board Strategic Priority 1; Continually improve service and safety experiences and perceptions for customers and the public.
Agenda Report

DATE: January 14, 2020

SUBJECT: Briefing on the Design Progress of Hillcrest Rd. and Coit Rd. of the Silver Line Regional Rail Project

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- DART is working with the design-build team and vehicle manufacturer to advance the project. Staff will provide an overview of design progress of Hillcrest Road and Coit Road for the Silver Line Regional Rail Project.

- This briefing will help achieve Board Strategic Priority 3: Optimize DART's influence in regional transportation planning; Priority 4: Expand DART's transportation system to serve cities inside and outside the current service area.