AGENDA

Public Affairs and Communication Committee Meeting
Tuesday, June 18, 2019, 1:00 p.m.
DART Conference Room C - 1st Floor
1401 Pacific Ave., Dallas, Texas 75202

1. Approval of Minutes: June 11, 2019
2. Contract Award for Consulting Engagement for the Universal Payment Processing Platform (UP3) Feasibility Study (Mark Enoch/Nicole Fontayne-Bárdowell)
3. Approval of Master Streetcar Interlocal Agreement (ILA) between DART and the City of Dallas (Mark Enoch/Tim McKay)
4. Approval of the University of Texas Southwestern (UTSW) Medical Center Site-Specific Shuttle Service Agreement (Mark Enoch/Tim McKay)
5. Approval of the First Amendment to the Agreement with Parkland Hospital for Site-Specific Shuttle Service (Mark Enoch/Tim McKay)
6. Approval of Vehicle Color Scheme for the Cotton Belt Regional Rail Corridor (Mark Enoch/Nicole Fontayne-Bárdowell)
7. *Briefing on the 2020 Regional Transit On-Board Survey Effort (Mark Enoch/Tim McKay)
8. Identification of Future Agenda Items
9. Adjournment

*This is a Briefing Item Only

The Public Affairs and Communication Committee may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues 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.

Chair – Mark Enoch
Vice Chair – Jon-Bertrell Killen
Members – Sue S. Bauman, Doug Hrbacek, Lissa Smith and Rick Stopfer
Staff Liaison – Gary Thomas, and Nicole Fontayne-Bárdowell
AGENDA ITEM NO. 1

MINUTES
DALLAS AREA RAPID TRANSIT
PUBLIC AFFAIRS AND COMMUNICATION COMMITTEE MEETING
June 11, 2019

The Dallas Area Rapid Transit, Public Affairs and Communication Committee meeting convened at 4:33 p.m. on Tuesday, June 11, 2019, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Enoch presiding.

The following Committee members were present: Mark Enoch, Jon-Bertrell Killen, Rick Stopfer, Sue S. Bauman, Doug Hrbacek, and Lissa Smith.

Other Board members present: Eliseo Ruiz, Ray Jackson, Amanda Moreno, Gary Slagel, Michele Wong Krause, Dominique P. Torres, and Patrick J. Kennedy.

Others Present: Gary Thomas, Nicole Fontayne-Bárdowell, Gene Gamez, Nevin Grinnell, Joseph Costello, Sandra Johnson, John Rhone, John Adler, Nancy Johnson, and Josefina Chavira.

1. Approval of Minutes: May 28, 2019

Ms. Bauman moved to approve the May 28, 2019, Public Affairs and Communication Committee Meeting Minutes, as written.

Mr. Stopfer seconded and the Minutes were approved unanimously.

2. Approval of Name of DART Service on the Cotton Belt Commuter Rail Line

Mr. Killen entered the meeting at 4:34 p.m.

Mr. Nevin Grinnell, Vice President/Chief Marketing Officer, briefed the Committee (slides on file with the Office of Board Support) as follows:

- Agenda (Slide 3)
- Project Objective (slide 4)
- Discussion Path (slide 5)
- Board Request (slide 6)
- City Manager Update (slide 7)
- TEXRail Naming Options (slide 8)

Mr. Gary Thomas, President/Executive Director, provided some additional information concerning his conversations at the Trinity Railway Executive Advisory Committee (TREAC) meeting, that convened on May 30, 2019. He noted he and Mr. Bob Baulsir would work together on their list of concerns, along the level of service on the trains.

Ms. Bauman questioned what was the anticipated timeline. Mr. Thomas responded he was working to have those questions answered within the next week. Ms. Bauman inquired if the information would be presented on Tuesday, June 18, 2019. Mr. Thomas replied yes, if they are able to get the information by then.

Mr. Grinnell continued with the briefing as follows:

- Frequency and Alignment (slide 9)
Mr. Kennedy stepped out of the meeting at 4:41 p.m.

In regard to the cross-corridor travel, Ms. Bauman remarked it is true that the TEXRail vehicles do have bathrooms, however DART has built into its cars some heavy mitigation, such as sound mitigation. She then questioned if TEXRail has the same mitigations and commitments to the residential neighborhoods along the routes. Mr. Tim McKay, Executive Vice President of Growth and Regional Development, responded staff is working with Stadler as they are going through the options that will be brought back to the Committee, and the Board, in the August timeframe.

Mr. Kennedy reentered the meeting at 4:43 p.m.

After further discussion, Mr. Killen questioned if the Committee was no longer moving forward with the staff recommendation as it stands due to the current conversations regarding the possible use of the TEXRail name. Chair Enoch noted, during the Public Affairs and Communication Committee Pre-Committee phone conversation, he requested this information be included, although his preference is with the staff recommendation.

Mr. Thomas interjected, at the last Committee conversation, there was still an indication from the Committee that staff ought to make sure that they got all those questions answered regarding the TEXRail name. He noted when they had those conversations at the TREAC meeting, there was still a level of interest.

Mr. Killen remarked he did support receiving clarity of what Trinity Metro is requesting for the use of the name. He continued, he was, however, concerned that if DART is trying to move forward quickly in order to meet the deadlines that they have internally set to meet the groundbreaking ceremony. He voiced his concern was that there were many more considerations, specifically around how they will operate and the financial considerations, that in order to come to the date of next week, and agree to the TEXRail name, there are many agreements they will need to try and finalize between now and Friday, which seems impossible to do. Mr. Killen reiterated his support in having continued conversations if staff says they can postpone the Board’s decision beyond next week’s Board meetings.

Ms. Bauman stated early on in the conversations, she brought up the possibility of using the TEXRail name, however there are many negatives in using it. She noted, although, the name connection is good for the customer, she did not want to lose their corporate identity as they did with the Trinity Express Railway (TRE).

After additional discussion, Chair Enoch stated he, too, was in agreement with the name for the line to be “Silver Line”.

Mr. Stopfer moved to forward this draft resolution to the Committee-Of-The-Whole agenda, with a recommendation, stating the President/Executive Director, or his designee, is authorized to designate the DART service that will run on the Cotton Belt commuter rail line as the “Silver Line.”

Mr. Killen seconded.

Chair Enoch asked if there was any discussion.

Mr. Slagel stated he would rather wait to name the line.

Mr. Hrbacek requested the presentation continue after the vote. Chair Enoch agreed.
Chair Enoch called for the vote by a show of hands and the item was approved unanimously.

Mr. Grinnell continued with the presentation as follows:

- Incorporating Silver Design (slide 14)

Mr. Killen questioned if the Board would have a say on the design of the vehicle. Chair Enoch stated the Board would continue to have discussions. Mr. Thomas agreed with Chair Enoch, stating staff could narrow down the designs to allow the Committee, and then in time, the Committee-of-the-Whole and DART Board, to vote on their preference.

After further discussion, Chair Enoch thanked Mr. Grinnell for the presentation and reiterated the design graphics would be brought back to the Committee to move through the process for approval.

3. *Discussion of an Exception to the DART Board Policy III.07 Relating to the Interlocal Agreements with the Cities of Mesquite, Allen, and Wylie and the Town of Fairview*

Mr. Todd Plesko, Vice President of Service Planning and Scheduling, briefed the Committee (slides on file with the Office of Board Support) as follows:

- Agenda (slide 2)
- Background of Policy III.07 (slide 3)
- Current Contracts under Policy III.07 (slide 4)
- Policy III.07 Issues – Allen, Wylie and Fairview (slide 5)
- Policy III.07 Issues – Mesquite (slide 6)
- Mesquite Use of Sales Tax (slide 7)
- New Competition for DART (slide 8)
- Reasons To Not Pursue Contracts (slide 9)
- Reasons to Contract (slides 10-11)
- Options for Discussion (slide 12)

For clarification, Mr. Killen inquired when DART went to the City of Mesquite and asked for an 1/8 of a sales tax cent, under who’s direction was it to pursue that. Mr. Plesko responded, at the time, the direction came from this Committee. Mr. Killen noted he would not be in agreement to continue contractual service with the City of Mesquite due to their numerous years of opportunity to make a decision.

Ms. Bauman remarked, in conversation, Mr. Wageman had made clear that the Board understands clearly that they are doing an exception to their policy. She opined, in the overall picture, dealing with the policy issues is a conversation that will need to be dealt with in further detail, separately. In regard to the City of Mesquite, she did agree that they have had numerous opportunities, however, she would hate to let them loose because she sees them as a potential partner. As far as the other cities, Ms. Bauman continued, she did agree that they should approve extending those contracts.

Ms. Smith voiced her support to extend the contracts for the Cities of Allen, Wylie and Fairview to allow them the time to get their studies and continue conversations with DART.
Ms. Moreno remarked if DART is going to support Collin County then they ought to keep the same consideration to support Inland Port. She noted, she understood these conversations are ongoing, however, her request in reference to if and when this contract comes to fruition.

Ms. Torres requested additional information on the pilot test for Micro-transit and the City of Mesquite. Mr. Plesko explained the City of Mesquite identified a 7 square-mile zone within the older, low-income parts of their city and had asked DART to provide a cost estimate that included some dedicated vehicles with wheelchair accessibility, and Ride-hailing services similar to Uber-pool or a shared-ride taxi service. He stated this service would cost more than their Compass route and the City of Mesquite would need to commit to the ten minutes that might require more money. Ms. Torres then asked if that service would link to the Lawnview Station as the Compass Route currently does. Mr. Plesko responded no. Ms. Torres inquired, if DART chose not to renew the City of Mesquite’s contract, what would be their options. Mr. Plesko replied, the City of Mesquite stated their desire to terminate the Compass Route due to it not meeting the goal they had set out to meet, however, that will require a public hearing to end the service and their proposal for an alternative. Mr. Plesko noted, he was unsure if Star Transit could provide the Micro-transit due to their lack of personal technology.

After further deliberations, Ms. Wong Krause requested additional conversations surrounding this topic concerning the City of Mesquite.

Mr. Killen requested a briefing on the process of creating a policy and how an exception makes its way back to the Board to discuss.

Chair Enoch stated the Committee would have more time to discuss this item at the July 9th meeting.

4. **Identification of Future Agenda Items**

Future agenda items, identified for this Committee, were as follows:

Mr. Ruiz requested a briefing on the idea of the legislative fix that had been discussed informally at the 2019 Board Workshop. He requested to see what the path will look like with the strategy, and what the cost, time and resources will be for DART to take a leadership role with other transit agencies to find a way to fix the sales tax issue.

5. **Adjournment**

There being no further business to discuss, the meeting was adjourned at 5:35 p.m.

Josefina Chavira
Board Committee Secretary

jc

+Same Night Item
*Briefing Item
Agenda Report

DATE: June 18, 2019

SUBJECT: Contract Award for Consulting Engagement for the Universal Payment Processing Platform (UP3) Feasibility Study

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to award a three-month contract for a consulting engagement with KPMG LLP to conduct a feasibility study exploring the expansion of the GoPass mobile application for a total authorized amount not to exceed $673,801.

FINANCIAL CONSIDERATIONS

- This contract for a consulting engagement for a Universal Payment Processing Platform (UP3) Feasibility Study is included in the Office of the President's approved FY 2019 operating budget.

- Sufficient funding for this contract in the amount of $673,801 is included in the Office of the President's FY 2019 Operating Expense budget and the Total Operating Expense line item of the FY 2019 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- DART’s GoPass mobile app was introduced in 2013 and included mobile ticketing, trip planning and access to special events, and offers as its primary areas of focus. Since then, DART has continued to expand the functionality and capabilities of the app to provide a better customer user experience by including additional payment options, and availability of on demand services, rideshare and other third-party transit options within the app to support Mobility as a Service.

- GoPass continues to be well received by customers and is nationally recognized within the industry in the areas of innovation and service.

- Based on the continued level of success of the app, DART is being encouraged to provide an expanded platform that other transit agencies could leverage for mobile app functionality and Mobility as a Service options.

- As a result of the regional and national interest in GoPass and to determine the feasibility and future potential of providing an expanded platform, DART issued a Request for Proposals seeking a consultant to conduct market research, evaluate the existing technology value chain, and provide the following professional services to support this effort:

  - Consulting services to advise DART on the feasibility of a GoPass mobile app national
platform value proposition;
- Create the business case and conduct the market research required to determine if GoPass can be scaled up to a national level; and
- If feasible, develop a product roadmap for the agency to include the framework and direction required as well as the process required for determining pricing of these services and a go-to-market strategy.

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

PROCUREMENT CONSIDERATIONS
- On January 25, 2019, a Request for Qualifications (RFQ) notification was sent to 2,257 firms for Consulting Engagement for Universal Payment Processing Platform (UP3) Feasibility Study.
- By the closing date of February 13, 2019, four responses were received.
- On March 8, 2019, a Request for Proposals (RFP) notification was sent to two firms for the Consulting Engagement for Universal Payment Processing Platform (UP3) Feasibility Study.
- This will be an indefinite quantity contract, with firm fixed price task orders for a term of three-months.
- By the closing date of March 22, 2019, one proposal was received.
- KPMG LLP possesses the technical and financial capability to perform the contract.
- The pricing was determined to be fair and reasonable, and this firm is recommended for award.
- The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS
- The goal for this contract was established in November 2018 at 13% M/WBE combination participation.
- KPMG, LLP, the prime contractor, has committed to exceed 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: Consulting Engagement for Universal Payment Processing Platform (UP3) Feasibility Study

B. Contractor: KPMG LLP

C. Contract Number: C-2045430-01

D. Contract Amount: Not to exceed $673,801

E. Contract Type: Indefinite Delivery/Indefinite Quantity

F. Performance Period/Term of Contract: Three months

G. Options Available: N/A

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: Yes
   Financial Responsibility Survey: Yes
   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: Price is fair and reasonable based on a comparison to the Independent Cost Estimate (ICE) and similar contracts with other transit agencies.

D. Protests Received: None

E. Determinations Required: Use of competitive sealed proposal method of procurement, shortening of proposal preparation time to less than 21 days, Deviations to the DPR, Minor Informality.
Determination and Recommendation

KPMG LLP is a responsible contractor, has the capacity to perform this contract, and is recommended for award.
M/WBE Considerations

The goal for this contract was established in November 2018 at 13% M/WBE combination participation. KPMG, LLP, the prime contractor, has committed to exceed the goal through utilization of the following certified firm:

M/WBE PARTICIPATION

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<th>VENDOR</th>
<th>LOCATION</th>
<th>ETHNICITY</th>
<th>SERVICE</th>
<th>AMOUNT</th>
<th>PERCENTAGE</th>
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<td>Brooklyn, NY</td>
<td>Asian Female</td>
<td>Transportation, Planning and Economic Analysis</td>
<td>$89,548</td>
<td>13.29%</td>
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TOTAL M/WBE PARTICIPATION: $89,548 13.29%*

NOTE: The goal is based on the not to exceed amount of $673,801. 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

KPMG, LLP is located in Chicago, IL and employs 1,595 individuals. The following is an analysis of their EEO-1 report:

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<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AM.</th>
<th>WHITE</th>
<th>Two or More Race</th>
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<th>Percentage</th>
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<td>1,595</td>
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<td>PERCENTAGE</td>
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<td>8.53%</td>
<td>7.90%</td>
<td>0.25%</td>
<td>66.77%</td>
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DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Contract Award for Consulting Engagement for Universal Payment Processing Platform (UP3) Feasibility Study

WHEREAS, DART’s GoPass mobile app was introduced in 2013 and included mobile ticketing, trip planning and access to special events and offers as its primary areas of focus; and

WHEREAS, DART has continued to expand the functionality and capabilities of the app to provide a better customer user experience by including additional payment options, and availability of on demand services, rideshare and other third-party transit options within the app to support Mobility as a Service; and

WHEREAS, as a result of the regional and national interest in GoPass and to determine the feasibility and future potential of providing an expanded platform, DART issued a Request for Proposals seeking a consultant to conduct market research, and provide professional services to support this effort; and

WHEREAS, a competitive sealed procurement for a three-month 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 current Budget and FY 2019 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 three-month contract for a consulting engagement with KPMG LLP to conduct a feasibility study exploring the expansion of the GoPass mobile application for a total authorized amount not to exceed $673,798.
Contract Award for Consulting Engagement for Universal Payment Processing Platform (UP3)
Feasibility Study

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

Approved as to form: Gene Gamez
Interim General Counsel

Approved by: Gary C. Thomas
President/Executive Director
DATE: June 18, 2019

SUBJECT: Approval of Master Streetcar Interlocal Agreement (ILA) between DART and the City of Dallas

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute a Master Streetcar Interlocal Agreement (ILA) between DART and the City of Dallas, substantially in the form shown as Exhibit 1 to the Resolution.

FINANCIAL CONSIDERATIONS

. On April 26, 2011 (Resolution No. 110041), funding was provided for Streetcar Operations and Maintenance, which will continue under the Master Streetcar Interlocal Agreement (ILA).

. DART will not incur any unreimbursed costs by executing this ILA, and there is no financial impact on the approved FY 2019 Operating Budget or FY 2019 Twenty-Year Financial Plan.

BUSINESS PURPOSE

. It is desired to consolidate all the existing ILAs with the City of Dallas pertaining to the Dallas Streetcar system into one Master Streetcar ILA.

. The Master Streetcar ILA between DART and the City of Dallas is needed to outline responsibilities related to the planning, design, construction, procurement, operations and maintenance of the existing and future streetcar systems.

. Approval of the ILA will assist DART in achieving Board Strategic Priority 3: Optimize DART’s influence in regional transportation planning; and Priority 4: Expand DART's transportation system to serve cities inside and outside the current service area.

. On October 12, 2010 (Resolution No. 100134), the Board approved an ILA between DART and the City of Dallas for Planning and Design of a Modern Streetcar System.

. On April 26, 2011 (Resolution No. 110041), the Board approved an ILA between DART, the City of Dallas and North Central Texas Council of Governments (NCTCOG) for Implementation of the Dallas TIGER-funded Streetcar Project and Amendment to the FY 2011 Twenty-Year Financial Plan.

. On March 20, 2012 (Resolution No. 120038), the Board approved an ILA between NCTCOG, DART and City of Dallas related to procurement and financial matters for implementation of the Dallas TIGER-funded Modern Streetcar Project.
. On January 12, 2013 (Resolution No. 130038), the Board approved an ILA between the City of Dallas and DART related to procurement and financial matters for implementation of the Dallas Urban Circulator Streetcar Project.

. On February 25, 2014 (Resolution No. 140020), the Board approved an ILA between the City of Dallas and DART for operations and maintenance of the Dallas Union Station to Oak Cliff TIGER-funded Streetcar Project.

. On August 12, 2014 (Resolution No. 140074), the Board approved an ILA between DART and the City of Dallas for design and design support during construction for extensions 1 and 2, and procurement of rail for extension 1 of the Dallas Union Station to Oak Cliff Streetcar.

. On April 28, 2015 (Resolution No. 150043), the Board approved an ILA between DART and the City of Dallas related to construction services for extensions of the Dallas Union Station to Oak Cliff Streetcar Project.

. On September 27, 2016 (Resolution No. 160047), the Board approved the First Amendment to the ILA between DART and the City of Dallas for Union Station to Oak Cliff Streetcar operations and maintenance.

. The Master Streetcar ILA delineates the responsibilities of DART and the City of Dallas as follows:

  . DART’s responsibilities include:
    . Technical Advisor/Owner Representative
    . Financial Analysis
    . Planning
    . Design
    . Construction
    . Procurement
    . Operations and Maintenance
    . System Safety
    . Fare Collection

  . The City of Dallas responsibilities include:
    . Project Owner
    . Project Scope
    . Planning Funding
    . Grant Management
    . Design and Construction Funding
    . Utility Relocations
    . Operations and Maintenance Funding

**LEGAL CONSIDERATIONS**

Section 452.055 of the Texas Transportation Code authorizes DART to enter into contracts with any person.
Section 452.056(a) of the Texas Transportation Code authorizes DART to acquire, construct, develop, plan, own, operate and maintain a public transportation system.
DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Master Streetcar Interlocal Agreement (ILA) between DART and the City of Dallas

WHEREAS, on October 12, 2010 (Resolution No. 100134), the Board approved an ILA between DART and City of Dallas for planning and design of a Modern Streetcar System; and

WHEREAS, on April 26, 2011 (Resolution No. 110041), the Board approved an ILA between DART, the City of Dallas and North Central Texas Council of Governments (NCTCOG) for implementation of the Dallas TIGER-funded Streetcar Project and Amendment to the FY 2011 Twenty-Year Financial Plan; and

WHEREAS, on March 20, 2012 (Resolution No. 120038), the Board approved an ILA between NCTCOG, DART and City of Dallas related to procurement and financial matters for implementation of the Dallas TIGER-funded Modern Streetcar Project; and

WHEREAS, on January 12, 2013 (Resolution No. 130038), the Board approved an ILA between the City of Dallas and DART related to procurement and financial matters for implementation of the Dallas Urban Circulator Streetcar Project; and

WHEREAS, on February 25, 2014 (Resolution No. 140020), the Board approved an ILA between the City of Dallas and DART for operations and maintenance of the Dallas Union Station to Oak Cliff TIGER-funded Streetcar Project; and

WHEREAS, on August 12, 2014 (Resolution No. 140074), the Board approved an ILA between DART and the City of Dallas for design and design support during construction for extensions 1 and 2, and procurement of rail for extension 1 of the Dallas Union Station to Oak Cliff Streetcar; and

WHEREAS, on April 28, 2015 (Resolution No. 150043), the Board approved an ILA between DART and the City of Dallas related to construction services for extensions of the Dallas Union Station to Oak Cliff Streetcar Project; and

WHEREAS, on September 27, 2016 (Resolution No. 160047), the Board approved the First Amendment to the ILA between DART and the City of Dallas for Union Station to Oak Cliff Streetcar operations and maintenance; and

WHEREAS, it is desired to consolidate all the existing ILAs with the City of Dallas pertaining to the Dallas Streetcar system into one Master Streetcar ILA; and

WHEREAS, the Master Streetcar ILA delineates the responsibilities of DART and the City of Dallas; and

WHEREAS, DART will not incur any unreimbursed costs by executing this ILA, and there is no financial impact on the approved FY 2019 Operating Budget or FY 2019 Twenty-Year Financial Plan.
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 a Master Streetcar Interlocal Agreement (ILA) between DART and the City of Dallas, substantially in the form shown as Exhibit 1 to the Resolution.

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
Interim General Counsel

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

BETWEEN

DALLAS AREA RAPID TRANSIT

AND

THE CITY OF DALLAS

FOR

THE DALLAS STREETCAR SYSTEM

Dated: ____, 2019
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This Master Streetcar Interlocal Agreement ("Master Agreement") is entered into this ___ day of April 2019, by and between the City of Dallas ("CITY") and Dallas Area Rapid Transit ("DART") and which may be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, CITY and DART recognize the emerging evolution of transportation infrastructure in the City of Dallas and the importance of providing an integrated transportation system that balances the needs of pedestrians, transit, bicycles and automobiles; and

WHEREAS, the development of a streetcar network for downtown Dallas and the surrounding communities is a key element to support the establishment of livable, sustainable communities; and

WHEREAS, the CITY and DART have built a streetcar system (the “Streetcar System”) located in Dallas, Texas and which operates from Union Station to the Bishop Arts District; and

WHEREAS, the Streetcar System consists of 2.5 miles of single and double track, six passenger stops, transit signaling system, four streetcar vehicles and two traction power substations. The Parties anticipate future projects and growth of the Streetcar System; and

WHEREAS, Streetcar System service began April 15, 2015; and

WHEREAS, Extension 1 of the Streetcar System, opened for service in August 2016, is a 0.75-mile extension from Methodist Hospital to the Bishop Arts District; and

WHEREAS, Extension 2 of the Streetcar System, a proposed 0.67-mile loop from Union Station along Young, Lamar, Wood and Houston Streets, is currently in the design phase; and

WHEREAS, the agreements that govern the current planning, design, construction, financing, operations and maintenance of the Streetcar System, as of the effective date of this Master Agreement are listed in Exhibit A; said documents being identified herein as “the Streetcar Foundation Agreements” and

WHEREAS, CITY and DART desire to enter into this Master Agreement for the purpose of: (1) restating and consolidating the provisions in the Streetcar Foundation Agreements that describe the respective duties, responsibilities and ownership of CITY and DART in relation to the Streetcar System; and (2) providing terms upon which the Parties may plan, design, construct, operate and maintain future phases of the Streetcar System; and
NOW THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

ARTICLE I

GENERAL

A. Effective Date and Term; Status of Streetcar Foundation Agreements; Resolution of Conflict of Terms

This Master Agreement shall take effect on the date executed by the last of the Parties and shall remain in effect until this Master Agreement is terminated as set forth herein. The Parties agree that while the Streetcar Foundation Agreements shall remain in effect, this Master Agreement supersedes the Streetcar Foundation Agreements and any other agreement between the Parties regarding the Streetcar System. In case of a conflict in the language of any one or more of the Streetcar Foundation Agreements and this Master Agreement, the terms and conditions of this Master Agreement shall control and are final and binding on both Parties. The Parties further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be determined by the manner of handling of disputes agreed to by the Parties in Article VII, Section Q of this Master Agreement.

B. Termination

A Party may terminate this Master Agreement by giving one hundred-eighty (180) days written notice to the other Party prior to the date set for termination in the written notice (“Termination Date”) in the manner set forth for the giving of notices in this Master Agreement. If this Master Agreement is terminated for any reason other than breach by DART, CITY shall reimburse DART for all of DART’s costs incurred and unpaid as of the date specified in the termination notice related to or arising out of DART’s participation in the Streetcar System or this Master Agreement within thirty (30) calendar days after CITY’s receipt of an invoice(s) therefor. In such case, DART agrees to provide all such invoices to CITY within one hundred-twenty (120) days of the Termination Date.

C. Certain CITY Obligations

CITY, as the Streetcar System Owner, shall, be responsible for all funding to DART for all aspects of planning, design and development, procurement and construction services (“DART Services”) as set forth herein. CITY shall, by written notification to DART, designate an individual to act as its "CITY Streetcar Representative." The CITY Streetcar Representative shall be available to represent and act on behalf of CITY and shall be advised of major developments or issues associated with the Streetcar System.
D. **Certain DART Obligations**

DART shall provide the expertise and experience to plan, design, construct, operate and maintain the Streetcar System, shall provide funding as provided in this Agreement, and shall act as CITY’s technical advisor. DART shall lead procurements and award contracts for the design, construction and vehicle acquisitions in accordance with DART’s approved procurement regulations and procedures. DART shall, by written notification to CITY, designate an individual to act as its "DART Streetcar Representative." The DART Streetcar Representative shall be available to represent and act on behalf of DART and shall be advised of major developments or issues associated with the Streetcar System.

**ARTICLE II**

**PLANNING, ENVIRONMENTAL AND PRELIMINARY DESIGN**

A. **Purpose**

The provisions of this section are to set forth the Parties’ roles and responsibilities regarding planning, environmental, and preliminary engineering services and work products (“DART Planning Services”) of the Streetcar System.

B. **DART Responsibilities**

1) DART shall provide, or cause to be provided, DART Planning Services based on a Scope of Work and budget or Scoped Project (defined below) approved by CITY, including, but not limited to, the following activities.

   a. Streetcar System planning
   b. Corridor feasibility studies
   c. Feasibility and alternatives analyses
   d. Funding analysis and strategy support
   e. Project development, including environmental clearance and preliminary engineering up to 30% design

2) DART shall submit work products developed under a Scope of Work to CITY for review and approval.

3) “Scoped Project” for the purpose of this Master Agreement means a specific major project related to the Streetcar System that has been agreed to by the Parties, acting through their respective governing bodies and has been described in a Project Specific Agreement.

4) “Scope of Work” for purposes of this Master Agreement means a narrative description agreed to by CITY and DART in writing of work tasks to be performed for each
component of a Scoped Project. Each Scope of Work shall have a corresponding scope budget and scope schedule agreed to by CITY and DART.

5) At CITY’s request, DART shall provide a cost estimate to CITY for consulting services to assist CITY in establishing a budget for any proposed Scope of Work.

6) DART Planning Services required under a Scoped Project shall be developed in accordance with the requirements of government agencies with jurisdiction over the Scoped Project, including, by example and not limitation (and if applicable), the Federal Transit Administration (“FTA”) and Texas Department of Transportation (“TxDOT”).

7) In furtherance of DART Planning Services where applicable, DART shall provide a project manager and administrative support for the procurement and management of the technical aspects of a Scoped Project. Administrative support shall include the following.

   a. DART staff time involved in programming and procuring consultant services, legal review as necessary, finance review as necessary and staff support during the procurement process.
   b. DART staff time involved in project accounting, accounts payable and receivable functions, and project auditing.

8) Any DART Planning Services performed or caused to be performed by DART that are requested by the CITY in writing or included in the Scope of Work shall be reimbursed by CITY to DART, unless the work is performed using DART employee services.

9) DART shall procure all contracts required for the performance of DART Planning Services in accordance with established DART procedures and in accordance with state, federal and other legal requirements, as applicable.

10) DART shall ensure adequate funding is available for the DART Planning Services for a Scoped Project before awarding any contracts or contract amendments.

C. CITY Responsibilities

1) CITY shall provide DART with an approved Scope of Work for DART Planning Services. CITY agrees to review and provide approval of budget to complete the approved Scope of Work prior to commencement of DART Planning Services.

2) CITY shall expedite the review and approval of DART deliverables including any requests for information.

3) CITY shall provide funding (“City Funds”) as required by this Master Agreement.
ARTICLE III

FINAL DESIGN, PROCUREMENT AND CONSTRUCTION

A. Purpose
The provisions of this section are to set forth the Parties’ roles and responsibilities regarding the final design, procurement and construction related services (“DART Design/Construction Services”) of the Streetcar System.

B. DART Responsibilities

1) DART shall provide or cause to be provided DART Design/Construction Services based on a Scope of Work and budget provided by CITY, including, but not limited to, the following activities.
   a. Final Design
   b. Procurement
   c. Construction
   d. Design support during construction
   e. Project start-up
   f. Procurement of rail and Scoped Project equipment and related materials
   g. Procurement of vehicles
   h. Environmental clearance support

2) DART Design/Construction Services shall form the basis for award of contracts for the construction of Streetcar System.

3) DART shall provide CITY a copy of the design and rail procurement documents, including any proposed and contracts, related to the award of Scoped Project, prior to publication of the solicitation and prior to execution of an awarded contract.

4) DART shall ensure adequate funding is available for the project before awarding any contracts or contract amendments.

C. CITY Responsibilities

1) CITY shall provide funding for all Streetcar System-related DART Design/Construction Services.

2) CITY shall expedite interagency reviews to maintain efficiency during design and construction.

3) CITY shall be responsible for securing funding for all costs, and for performing or causing third parties to perform all work related to utility installation, removal, adjustment or relocation and for relocation of any other improvements as necessary to
implement a Scoped Project. "Utilities" for this purpose includes public and private utilities, fiber optic lines, water and storm water facilities.

4) CITY shall be responsible for all additional costs related to site conditions discovered before or during construction (whether or not previously known), including, by example and not limitation, additional utilities, existence or discovery of hazardous materials, and issues involving the Texas Historical Commission or the State Historic Preservation Officer.

ARTICLE IV

OPERATIONS AND MAINTENANCE

A. Purpose

The provisions of this section are to set forth the Parties’ roles and responsibilities regarding the operation and maintenance ("O & M") of the Streetcar System.

B. DART Responsibilities


2) Comply with regulatory requirements affecting the Streetcar System and promulgated by local, state and federal agencies with jurisdiction, including by example and not limitation, National Transit Database requirements, Title VI requirements, and public hearings required by State law.

3) Operate the Streetcar System in accordance with Dallas Streetcar Service Plan and enforce the DART Code of Conduct throughout the Streetcar System.

4) Maintain the streetcars and elements of the Streetcar System in accordance with this Master Agreement. DART maintenance responsibilities include streetcar signage, streetcar stops, rubbish collection at the streetcar stops and maintenance of the roadway within the streetcar operating envelope, including, by example and not limitation, the roadway pavement, pavement markings, and track drainage systems.

5) Provide the following services.

   a. Light rail maintenance facility to store, repair, troubleshoot, test and maintain the streetcar vehicles
   b. Use of the light rail mainline for the streetcar to travel from/to the maintenance facility and the streetcar alignment
   c. Light rail yard for storage and movement of the streetcar vehicles
d. Light rail carwash and cleaning platform for cleaning the vehicles  
e. Light rail maintenance bays and body shop for repair of the vehicles  
f. Traction power in the light rail yard and mainline for use of the vehicles  
g. Warehouse space for storage of CITY-owned spare parts for the Streetcar System

6) Provide monthly reports to CITY reflecting ridership, revenue and non-revenue miles, on time performance analysis and trips operated information.

C. CITY Responsibilities

1) Provide direction to DART in the development of the Streetcar Service Plan.

2) Review and approve Streetcar System plans outlining enhancement or expansion plans of the system.

3) Fund the installation and upgrade of the required utility connections and services to Streetcar System facilities and right-of-way.

4) Fund capital improvements and replacements of Streetcar System facilities and equipment as necessary, including vehicles, throughout the useful life of the facility or equipment in accordance with approved plans.

5) Contract for any required service not required by DART in this Agreement.

6) Provide funding for special fare media, revenue collection equipment and fare enforcement for the Streetcar System as necessary to comport with the Streetcar Service Plan.

7) Reimburse DART for all activities conducted by DART for customer service and marketing relating to the Streetcar System.

8) Maintain the roadway outside of the Streetcar System operating envelope, including, by example and not limitation, the roadway pavement, pavement markings, traffic signage, joint use poles, drainage systems, and driveways.

9) The City shall provide a crew room for the Streetcar System in the Bishop Arts area no later than September 15, 2021. The City shall provide all funding for the crew room, including by example and not limitation, for real property, for design and construction, for maintenance and utility services.

D. Material Management

DART shall procure, store and manage Streetcar System spare parts. CITY shall reimburse DART for the cost of the parts and for maintaining the necessary inventory levels, supplies and consumables to support operation and maintenance of the Streetcar System.
E.  Services Planning and Scheduling

1) CITY shall provide DART with criteria for a proposed service plan (“Service Plan”) no later than January 30th each year for the coming fiscal year. The Service Plan shall include headways and hours of operation. CITY and DART shall cooperatively approve the Service Plan prior to DART’s implementation. The Service Plan may be changed during the year by written agreement of the Parties; subject to the adherence to appropriate federal and DART policy, procedures and requirements regarding making changes to the Service Plan and subject to any CITY requirements relating to CITY Council approval.

2) Based upon the approved Service Plan, DART shall prepare streetcar schedules and assignments of personnel and equipment to accommodate the requirements of the Service Plan.

3) CITY shall inform DART in writing at least 30 days prior to any special events that may affect the Streetcar System. DART shall use diligent efforts to provide personnel and equipment for special events not listed in the approved Service Plan per CITY’s request. Special events may include non-revenue service operations associated with vehicle sponsorships. CITY agrees to reimburse DART for all costs associated with performance of special events. When requested by CITY, and, with sufficient notice, DART shall provide a cost estimate for the special event service(s) prior to the event.

4) DART shall provide customer information to the public for the Streetcar System.

   a. DART shall compile and print schedules for public dissemination and posting at stations.
   b. DART shall maintain communications with the media about the Streetcar System, including planning, design and construction activities, unless otherwise directed by CITY.
   c. DART, as technical advisor, shall maintain communications with the media about incidents or accidents involving the Streetcar System.

5) DART shall develop an operating plan (“Streetcar Operations Plan”) which shall set out procedures for regular service operations, known special services, and emergency operations. The Streetcar Operations Plan shall provide guidance for DART staff.

6) DART shall notify CITY of any unusual occurrence (“Unusual Occurrence Report”) Report covering Streetcar System operations to CITY as reassembly quickly as possible. This report shall include incidents from the following.

   a. Delays to trains exceeding 10 minutes
   b. Streetcar vehicle fault suggesting a pattern of failure
   c. Incidents which require a report to the TxDOT State Safety Oversight or National Transportation and Safety Board
   d. Any other event that is required to be reported to a regulatory agency
7) DART shall promptly report to a CITY Streetcar Representative any incident resulting in information being given to the media, or which can reasonably be expected to be reported in the public media. This report to CITY shall be given as soon as practicable after DART has dispatched personnel to address the incident.

8) In case of Streetcar System service disruption, DART shall arrange for substitute bus service, subject to vehicle availability, in accordance with the Streetcar Operations Plan. CITY shall reimburse DART for the cost of the substitute bus service.

9) DART shall promptly and in accordance with applicable requirements provide real-time reporting directly to regulatory agencies including State Safety Oversight, National Transportation Safety Board, Federal Transit Administration and other state and federal agencies on incidents or safety hazards as needed to maintain compliance with those agencies.

F. Maintenance and Repairs

1) DART shall maintain and repair the Streetcar System facilities, tools and equipment in accordance with the manufacturer's recommendations, warranty requirements, industry practices, expertise of staff, and information provided by designers or installers of the equipment or systems.

2) DART shall provide non-revenue vehicles to be used in support of the Streetcar System. The costs of such vehicles shall be reimbursed by CITY.

3) CITY shall reimburse DART for the cost of special tools or test equipment used to provide service under this Master Agreement but not used by DART in the maintenance and/or operation of DART’s light rail train.

4) DART shall maintain copies of all as-built drawings, maintenance manuals, training manuals, warranty books and vendor contact information for the Streetcar System facilities and equipment in an electronic format. DART shall provide updates to this information throughout the term of this Master Agreement.

5) DART shall provide configuration management and shall be responsible for the configuration management component of any audit conducted by a regulatory agency having oversight responsibility for the Starter System. DART may propose changes to the Streetcar System capital assets by way of a change proposal consistent with the System Safety Plan. The City shall make the determination as to whether a change is to be made.

6) The cost of repairs and upgrades to Streetcar System facilities, equipment and tools shall be the sole responsibility of CITY. Where feasible, prior to executing repairs or upgrades, DART shall provide a proposal for required upgrades and repairs to CITY for
written approval of scope, cost and schedule Vehicle Maintenance. DART shall maintain all vehicle elements of the System.

7) DART shall prepare a long-range capital maintenance program for heavy repair and major overhauls of streetcar vehicles and present the program annually to CITY for approval of scope, cost, and schedule. The work contained in this program is not considered maintenance and all costs for this work shall be reimbursed by CITY.

8) Four Streetcar vehicles are stored and maintained at the DART Central Rail Operating Facility. In the event additional vehicles are added, the Parties will amend this Master Agreement to address additional storage needs and other additional costs.

9) DART shall maintain Streetcar System traction power facilities and systems. This shall include hardware and software elements of traction power substations, overhead contact system, electrical switchgear, yard/shop power distribution, and train-to-wayside communications equipment. CITY shall maintain traffic signals.

10) CITY shall reimburse DART for training as necessary to train DART personnel in safe operating and maintenance procedures for the Streetcar System.

E. Warranty Administration

DART shall process warranty claims for streetcar vehicles, systems, and equipment through its existing warranty claims process, to the full extent of applicable warranty coverage. Monetary restitution received in settlement of these claims shall be retained by DART and applied to the operations and maintenance of the Streetcar System.

ARTICLE V

SAFETY

A. System Safety Program Plan

On behalf of CITY, DART shall prepare, implement and maintain a System Safety Program Plan (“SSPP”) for CITY approval, in accordance with 49 CFR 659, Rail Fixed Guideway Systems. In the event state and/or federal requirements are changed relating to the SSPP, DART shall prepare, implement and maintain a safety management plan for CITY approval, in accordance with these new requirements.

B. State Safety and Security Oversight

The Texas State Department of Transportation (“TXDOT”) may from time to time conduct audits of the Streetcar System. CITY and DART shall develop corrective action plans to respond to any noted deficiencies. CITY shall reimburse to DART the cost of the audit charged by the State, DART's cost in facilitating the audit, and creating the corrective plan, and all costs incurred in by DART for corrections required by the audit.
C. **System Security Plan**

On behalf of CITY, DART shall include the Streetcar System in DART’s System Security Plan ("SSP"), All-Hazards Response Plans and associated training and exercise programs. In the event state and/or federal requirements are changed relating to the SSP, DART shall implement and maintain system security under the new regulations. DART shall update and implement system security under the new regulations as they become available.

D. **Internal Safety Audits**

DART shall perform annual internal safety audits to assure compliance with the SSPP and SSP (or subsequent adopted plans). Annual audits may review a portion of the SSPP and SSP each year provided that the SSPP and SSP are fully reviewed within any three-year period.

E. **Police**

DART Police shall have primary law enforcement jurisdiction on the Streetcar System and may provide police services on Streetcar System related matters, including but not limited to the following. For purposes of this Master Agreement, the term DART Police shall include DART Fare Enforcement officers, where applicable.

F. **Law enforcement activities by DART**

DART Police shall address matters that directly impact the delivery of Streetcar System services. The Parties agree that DART Police is not expected to engage in a matter unrelated to the Streetcar System for purposes of this Master Agreement.

1) Dallas Police officers may also respond to Streetcar System offenses and may take steps to control the situation, protect the crime scene, render first aid, detain suspects and witnesses, or provide other services until DART Police arrive. In some cases, Dallas Police may choose to take responsibility for an incident when doing so would result in its resolution in a more timely manner if a DART Police officer has not yet arrived on scene. Dallas Police may at any time relinquish the scene to DART Police upon their arrival.

2) E-911 calls received by the City of Dallas related to the Streetcar System may be forwarded to the DART Police Dispatch Center.

3) DART officers, as determined by each circumstance, shall transport to the appropriate detention facility and book any person they arrest.

4) With regard to the specific services provided to the Streetcar System, DART Police shall perform the following activities:

   a. Patrol transit property
b. Answer streetcar-related calls for service and providing assistance

c. Prepare offense reports

d. Make arrests, where appropriate.

e. Conduct follow-up criminal investigations

f. Resolve conflicts and disturbances

g. Render first aid and/or calling for emergency medical services related to Streetcar System offenses and accidents

h. Protect crime scenes, arresting suspects and detaining witnesses.

i. Make court appearances associated with arrests.

ARTICLE VI

COSTS, FARES AND FUNDING

A. Operating and Maintenance Costs

1) DART shall provide to CITY a cost proposal to implement the Dallas Streetcar Service Plan annually, no later than March 31st of each year for the coming fiscal year. Operations and maintenance costs shall include the following:

a. Direct and indirect costs for staff dedicated to the streetcar system operation and maintenance activities, including salaries, benefits, overtime and a charge for workers compensation costs.

b. Direct and indirect costs for maintenance support for the OCS, substations, maintenance facility and trackway. Costs shall include direct staff salaries and benefits, section administration, support vehicles and a charge for workers compensation costs.

c. Indirect and general administration costs including DART support services allocated based on methodology used for reporting to National Transit Database (“NTD”) and reflecting costs reported to NTD, insurance premiums in proportion to DART’s overall ridership, risk and claims costs associated with the streetcar as described in the terms of this Master Agreement, and administrative costs.

d. Direct materials and supplies, including parts, shop supplies and office equipment and supplies.

e. Other services provided by DART, including for contractors and consultants, inside or outside of the operating scope, such as by example, and not limitation, emergency operating and maintenance expenditures, bus bridges, body work, and moving streetcars to other locations for overhauls. These and any other activities
that have been or may be negotiated under separate agreements shall be charged based on actual cost incurred.

2) The cost proposal shall include a separate component for major repairs and capital upgrades. This component shall include direct and indirect costs of staff involved in carrying out the work and staff support to accomplish the work. The cost proposal shall estimate revenues anticipated from fares collected with the streetcar service.

B. Streetcar System Funding

1) CITY shall be responsible for funding all aspects of the Streetcar System (including O&M costs, and capital improvements), other than as specifically provided in this Master Agreement. Notwithstanding the preceding sentence, DART shall provide a limited amount of funding for Streetcar System O&M, in the amounts set forth in Exhibit B attached hereto (said funds hereinafter called “DART’s Annual Streetcar Contribution Funds”). DART is not responsible for any funding other than as specifically set forth herein.

2) CITY Streetcar Funds shall be used to fund the Streetcar System prior to the CITY’s draw-down of DART’s Annual Streetcar Contribution Funds. Any CITY Streetcar Funds in DART’s possession that are not used for the current year shall be reapplied by DART for future use in the Streetcar System.

3) DART shall provide the CITY with draw requests, no more than once monthly. Draw requests shall include reasonable evidence for the required payment, including by example and not limitation, applicable invoices, requisitions, or receipts documenting the costs incurred by DART. Draw requests shall also include an expenditure progress report reporting actual monthly expenses with a comparison to the approved Streetcar System budget.

4) No portion of CITY Streetcar Funds shall be released for payment to DART until CITY’s Streetcar Representative has approved the payment in writing, to the extent of the CITY Streetcar Representative’s payment authority set out in the CITY’s internal procedures for Streetcar System expenditures.

5) CITY acknowledges that, upon commencement of fares payable on the Streetcar System, the cost of collection of fares and fare enforcement officers shall be included as a reimbursable expense in the annual budgets and monthly draw requests.

6) Any project costs in excess of those described in any Scoped Project budget shall be paid by CITY.

7) Upon completion of a Scoped Project, any funds due by one Party to another will be promptly paid by the owing Party.
8) CITY and DART will cooperatively seek external funding for Streetcar System projects and studies. Funds secured by DART on behalf of the CITY for the Streetcar System shall be used for that purpose.

9) CITY shall manage all grant proceeds and coordinate with all grant administrators relating to the Streetcar System, other than grant proceeds paid directly to DART from a funding source other than CITY.

C. Funding for O&M

O&M funding sources are as follows:

1) Funds appropriated by the CITY’s governing body for the Streetcar System (hereinafter called “CITY Streetcar Funds”).

2) DART’s Annual Streetcar Contribution Funds as described in Exhibit B.

3) Fares collected for riding the vehicles on the Streetcar System as described in Sub-Section D. below.

D. Fare Charges

DART will collect fares for each Streetcar System rider as follows.

1) The Streetcar System fare will be implemented into DART’s current fare structure. The minimum Streetcar System fare will be $1.00 for a single ride for all riders except those riders listed in the DART Fare Structure as eligible to ride without fare payment. The Streetcar System fare will be implemented into DART’s current fare structure and payment collection system consisting of the DART GoPass mobile ticketing and contactless payment cards, and DART-issued fare pass. Any valid DART fare consisting of an activated GoPass ticket, an activated contactless payment card with sufficient funds, and an un-expired DART-issued pass, is accepted on the Streetcar System. Riders without valid DART fare, must pay $1.00 using the DART GoPass mobile ticketing and contactless payment card system, with this fare applied to Streetcar O&M.

2) Subject to the compliance with appropriate law and procedures, DART, and the CITY acting through its City Council, may agree to change the fare, as part of the CITY’s annual budget process or where necessary and feasible at other times as determined by the Parties.

3) The fare will be collected in the same manner as other DART fares are collected, including without limitation, passes and contactless payment cards. Valid fares paid for daily, monthly or annual service will be accepted.

E. Adjustment of Costs due to Changes in Service Plan
Any costs associated with changes in service or special events requested by CITY, shall be calculated by DART and included in the monthly draw request for the month in which they occurred. To the extent feasible, DART may provide amended draw requests in order to accomplish this timing.

F. Other Operating and Maintenance Cost Adjustments

The Parties acknowledge that there may be unforeseen, non-recurring costs such as emergencies or other material costs arising from circumstances beyond DART’s control. CITY’s Streetcar Representative if such costs fall within the Streetcar approved budget and within the City Streetcar Representative’s authority may give verbal approval of emergency expenditures, provided that, within two working days of receiving approval, DART shall provide CITY with a written description of the work, a proposed schedule for completion, and an estimated cost and confirmation of the verbal approval. In non-emergency cases, DART shall provide CITY with the written documentation described above prior to incurring any costs. In an emergency DART has authority to act pursuant to this Agreement as necessary to protect the public with regard to the Streetcar System.

G. Service Expansion and Associated Improvements

CITY shall retain responsibility for costs for necessary improvements or modifications of vehicles, equipment or facilities required to support service levels agreed to in the Service Plan, including but not limited to track extensions or modifications, modifications to facilities and equipment, additional stations, new vehicle storage and maintenance facilities, increased substation capacity, traffic signal modifications or increased car fleet.

ARTICLE VII

GENERAL PROVISIONS

A. Default

If any Party fails to perform its responsibilities required under this Master Agreement, the other Party may inform the breaching Party in writing of the nature of the non-performance. The Party alleged to be breaching shall have fifteen (15) calendar days to cure the breach. If the breaching Party fails to cure within aforesaid fifteen (15) days after the written notice, this Master Agreement shall be deemed terminated and the breaching Party shall reimburse the other Party for costs incurred prior to and resulting from the termination. This provision shall not be deemed to exclude any other remedy available at law or equity to a Party.

B. Reimbursement Procedures

1) Any compensation due to DART for its performance of this Master Agreement shall be payable by CITY within thirty (30) days following CITY’s receipt of a complete invoice with supporting documentation.
2) Whenever funds are paid by CITY to DART under this Master Agreement, CITY shall remit such funds by electronic transfer, or by a check or warrant made payable to "Dallas Area Rapid Transit."

3) CITY shall be responsible for managing all grant proceeds and coordinating with all grant administrators relating to the Streetcar System, other than grant proceeds paid directly to DART from a funding source other than CITY.

C. Ownership of Documents

Upon completion of a project all design plans, specifications, cost estimates, contract submittals, project related certificates, inspection reports, as-built or record drawings plus all other documents that demonstrate the function or condition of a project or project assets shall become property of CITY. DART may retain copies of these documents.

D. Procurement Procedures

1) DART shall use its approved procurement regulations and related procedures, including protest and claims procedures and approved minority business programs, for the solicitation, award and administration of contracts related to the Streetcar System. DART may use any procurement method authorized by law that is not inconsistent with the DART procurement regulations. DART shall further ensure that all solicitations and contracts related to the Streetcar System will comply with applicable Federal and FTA procurement requirements, including FTA's Buy America requirements as set forth at 49 C.F.R. Part 661. as applicable.

2) CITY shall use its procurement ordinances, rules and regulations to purchase services, equipment and supplies necessary to complete its separate obligations under this Agreement, including, but not limited to, securing right-of-way and relocation, installation and adjustment of Utilities.

3) In accordance with DART procurement regulations and DART processes, DART shall competitively procure and serve as technical advisor/owner's representative for the award, and administration of the contract and related design and construction activities for the Streetcar System. Administration of all such contracts by DART includes the responsibility for the construction management, design oversight and approval of design drawings and specifications, vehicle engineering and manufacturing oversight, and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the contracts.

4) Any contractor selected by DART under its procurement procedures shall be a contractor who is also eligible to receive a contract under CITY ordinances, rules or regulations.
5) In the event that a submittal contract modification or supplemental agreement is expected to increase the cost or time for performance of any contract awarded by DART under this Master Agreement, DART shall obtain authorization from CITY prior to approving the submittal or issuing or executing such change or agreement.

6) Upon completion of the respective contract requirements, DART shall separately issue "Final Acceptance" to each respective contractor for facilities design and construction and to the streetcar vehicle manufacturer acknowledging project completion.

7) DART shall provide sufficient documentation to CITY to demonstrate compliance with federal procurement requirements as a condition precedent of reimbursement.

E. Insurance

1. DART shall require the contractor awarded a project to provide all surety bonds required by the provisions of the Texas Government Code, Section 2253, or otherwise required where prudent. DART shall also ensure that the contractor carries insurance of the types and amounts needed to protect the interests of DART and CITY. This coverage shall be maintained until all work is complete and for a three-year extended reporting period after completion. If coverage is not maintained, all work shall cease immediately, and DART and/or CITY may recover damages allowed by law.

2. CITY shall insure the streetcars, spare parts, equipment, platforms and the streetcar facilities under its property damage insurance coverage. In the event a City vehicle is so damaged that CITY determines to replace it rather than have it repaired, such replacement vehicle shall be procured by CITY or by DART at CITY’s expense. CITY shall be solely responsible for its deductible and the prosecution and handling of all first party claims with its insurer(s). CITY shall cause its insurer(s) to waive its rights of subrogation and the CITY’s rights of recovery against DART.

3. CITY understands, acknowledges and agrees that DART is self-funded for all of its liability exposures and for all of its Workers’ Compensation liability exposures. The cost of including the Streetcar System activities under this Master Agreement in DART’s self-funded program shall be included in the calculation of the O&M cost.

F. Project Completion.

Upon completion of the respective contract requirements, DART shall separately issue "Final Acceptance" to each respective contractor for facilities design and construction and to the streetcar vehicle manufacturer acknowledging project completion.

G. Ownership

1) A general description of CITY-owned streetcar equipment and facilities is in Exhibit C.
2) DART shall not use or permit use by third parties of the Streetcar System for any purpose other than for the traveling public and for fulfilling the requirements in this Master Agreement.

3) CITY retains the right to enter into sponsorship agreements associated with Streetcar System facilities and vehicles. Such sponsorship agreements may include the licensing of Streetcar System facilities and vehicles for display of signs and graphics associated with such sponsorship. DART shall provide access to the Streetcar System facilities and vehicles for these purposes. Any signs and graphics, however, must conform to existing DART policies.

H. Assignment

Neither Party may assign any interest, obligation, or benefit in this Master Agreement or transfer any interest in the same, whether by assignment, contract or otherwise. Either Party may subcontract any obligation in this Master Agreement without the need to amend this Master Agreement.

I. Recordkeeping

DART shall maintain a record keeping system for all activities, including program records and financial management records, which support and document all activities and expenditures of funds made under this Master Agreement, in accordance with applicable federal regulations, applicable state rules, and this Master Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.

J. Record Retention

Records pertaining to the Streetcar System shall be retained by the Parties as specified by their respective record retention schedules and federal grant requirements.

K. Audits by CITY and DART

CITY and DART reserves the right to perform audits of records related to this Master Agreement. Audits may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Master Agreement. Audits shall not be allowed to delay a project or the performance of any Party to this Master Agreement.

L. Subcontracting

Nothing in this agreement shall prevent DART from using a contractor or agent to perform the duties and responsibilities contemplated by this Master Agreement. If DART contracts with another entity or individual to perform any or all of its obligations under this Master
Agreement, DART shall enter into written contractual agreements requiring such entity or individual to comply with the applicable provisions of this Master Agreement.

M. INDEMNIFICATION

TO THE EXTENT PERMITTED BY LAW, DART AND CITY AGREE THAT EACH IS RESPONSIBLE FOR ITS INDIVIDUAL ACTS AND DEEDS AS WELL AS THE ACTS AND DEEDS OF THEIR RESPECTIVE CONTRACTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS AND EACH AGREES THAT IT SHALL INDEMNIFY, DEFEND AND HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LAWSUITS, JUDGMENTS, COSTS, ATTORNEYS' FEES AND EXPENSES DIRECTLY ARISING OUT OF OR AS A DIRECT RESULT OF ANY SUCH DEEDS OR ACTS; PROVIDED, HOWEVER, THAT NOTHING IN THIS MASTER AGREEMENT SHALL BE INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY ON BEHALF OF EITHER PARTY.

N. Contractual Relationship

It is understood and agreed that the relationship described in this Master Agreement between the Parties is contractual in nature between independent parties and is not to be construed to create a partnership of joint venture, joint enterprise or agency relationship between the parties. Nor shall any Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

O. Compliance with Laws, Regulations, and Policies

During the performance of this Master Agreement, each party, for itself, its assignees, and successors agrees to comply with all applicable local, state, and federal regulations.

P. Captions

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

Q. Disputes

CITY and DART shall negotiate (agree to use their best efforts to resolve any disputes arising) in good faith toward resolving any disputes that arise under this Master Agreement. CITY Streetcar Representative and the DART Streetcar Project Manager shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising. Except as otherwise provided in this Master Agreement, the Parties agree to use the following dispute resolution process.

1) CITY’s Streetcar Representative and DART’s Streetcar Project Manager shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either party. In the event CITY’s Streetcar Representative and DART’s Streetcar Project
Manager are unable to resolve the dispute within ten (10) business days as provided in Step One, either Party may refer the dispute to the City Manager and DART's President/Executive Director. They shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral.

2) Neither Party shall have the right to seek relief in a court of law until and unless these first two procedural steps are exhausted.

3) In the event the Parties are unable to resolve the dispute utilizing the process set forth, the Parties may, by agreement, choose to submit the matter to a nonbinding mediator. The Parties shall share equally in the cost of the mediation. Mediation shall not be a prerequisite to litigation.

4) At all times during the course of the conflict or dispute resolution efforts, the Parties agree to continue to perform their respective responsibilities under this Master Agreement.

R. Governing Law

This Master Agreement shall be construed and enforced in accordance with the laws and court decisions of the State of Texas. Venue shall be in Dallas County.

S. Notice

Notices to either party by the other party required under this Master Agreement shall be in writing and delivered to the addresses shown below. Notices shall be either personally delivered, sent by certified mail, return receipt requested, postage prepaid. All notices or requests shall be sent to CITY and DART addressed as follows.

1) If to DART: Gary C. Thomas, President/Executive Director
Dallas Area Rapid Transit
Mailing Address:
P. O. Box 660163
Dallas, Texas 75266

Physical Address:
1401 Pacific Avenue
Dallas, Texas 75202

2) If to CITY: T.C. Broadnax, City Manager
City of Dallas
1500 Marilla Street, 4DN
Dallas, Texas 75201

3) DART: DART Streetcar Project Manager
Dallas Area Rapid Transit
4) City of Dallas: CITY Streetcar Representative
City of Dallas
Department of Transportation, Room L1BS
Dallas City Hall
1500 Marilla Street
Dallas, Texas 75201

5) The above contact information may be modified without requiring an amendment to the Master Agreement.

T. Number and Gender

Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

U. Severability and Legal Construction

1) In the event any one or more of the provisions contained in this Master 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 Master 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.

2) The parties acknowledge that this Master Agreement is an "arm’s length" agreement, entered into by CITY and DART freely, without duress, coercion or any undue influence. No presumption will apply in favor of either party in the interpretation of this Master Agreement or in the resolution of any ambiguity of any provision of this Master Agreement.

V. Merger and Amendment

This instrument constitutes the entire agreement of the parties with respect to the matters contemplated herein and it may be modified or amended only in writing, signed by all parties hereto.

W. Nondiscrimination

In its performance of this Master Agreement, DART and CITY each warrant that it shall not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin. or veteran status.
X. No Waiver

1) Neither party shall be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

2) Waiver of any default under any provision of this Master Agreement shall not be deemed to be a waiver of any subsequent default and shall not be construed to be a modification of the terms of this Master Agreement.

Y. Rights and Remedies

The rights and remedies of the Parties in this Master Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Master Agreement.

Z. No Relationship of Parties

Each Party and its employees, agents, consultants and representatives shall not be deemed or construed to be employees or agents of the other Party. No employee, agent, consultant or representative of either Party shall make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents, and representatives, including consultants and shall indemnify and hold the other Party harmless from any such claims. No joint venture or partnership is formed as a result of this Agreement.

AA. Force Majeure

If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Master Agreement then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations.

BB. Binding on Successors and Assigns

This Master Agreement, together with all exhibits and attachments now or hereafter made a part, shall be binding on the Parties hereto and their respective, successors and assigns.

CC. Exhibits

All exhibits and attachments referenced in and attached to this Master Agreement are incorporated by this reference.
DD. Survival of Certain Provisions

The following sections shall survive any termination or expiration of this Master Agreement.

1) Audits, Inspections and Reports
2) Indemnification
3) Risk Management Program
4) Workers' Compensation
5) Dispute Resolution

EE. Authorization to Act

By their signatures below, the representatives of CITY and DART state that they are authorized to enter into this Master Agreement. CITY and DART will each provide documentation that this Master Agreement has been authorized by its respective governing body.

FF. Claims Management

1) Claims involving injuries to persons and property damage of others and recovery claims for injuries and damage to Streetcar System personnel shall be paid and handled, including defense of litigation, by the DART Risk Management Program in accordance with established claims handling practices.

2) Upon the happening of any occurrence or accident reasonably likely to involve participation by CITY, written notice shall be given to CITY as soon as practicable.

3) CITY shall not supervise or be responsible for the settlement or defense of any claim or suit made against DART arising out of this Master Agreement. CITY shall have the right, at its own expense, to associate with DART in the defense and control of any such claim or suit where the claim or suit appears to involve CITY’s payment obligation, in which event DART and CITY shall cooperate in the defense of such claim or suit. CITY and DART further agree to cooperate in the enforcement of claims or suits against third-parties and benefitting the Streetcar System.

GG. Rights and Remedies

The rights and remedies of the Parties in this Master Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Master Agreement.

HH. No Third-Party Rights

It is understood and agreed that this Master Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Master Agreement, whether
expressed or implied, is intended to confer rights or remedies under or by reason of this Master Agreement on any person other than the Parties.

II. Compliance with Laws

Each Party shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants, contractors and representatives comply with all federal, state, and local law, regulations, and ordinances, including, but not limited to, applicable public works and procurements laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

JJ. Licensing and Certification of Employees

Each Party shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants, contractors and representatives comply with all federal, state and local licensing, registration, filing and/or certification standards, all applicable accrediting standards, and any other standards or criteria established by any agency of the State of Texas or of the federal government applicable to the work or services for which it is responsible under this Master Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Master Agreement effective as of first above written.

CITY OF DALLAS:
T. C. Broadnax, City Manager

By: __________________________
Assistant City Manager

Approved As To Form:
Christopher J. Caso
Interim City Attorney

By: __________________________
Robert L. Sims
Assistant City Attorney

DALLAS AREA RAPID TRANSIT

By: __________________________
Gary C. Thomas
President/Executive Director
EXHIBIT A

LIST OF STREETCAR FOUNDATION AGREEMENTS

Interlocal Agreement between Dallas Area Rapid Transit and City of Dallas for Planning and Design of a Modern Streetcar System (DART Board Resolution No. 100134 and City Council Resolution No 10-1921)

Interlocal Agreement between DART, the City of Dallas, and NCTCOG for Implementation of the Dallas TIGER-funded Streetcar Project and Amendment to the FY 2011 Twenty-Year Financial Plan (DART Board Resolution No. 110041 and City Council Resolution No. 11-1185)

Interlocal Agreement between North Central Texas Council of Governments (NCTCOG), DART and City of Dallas, Related to Procurement and Financial Matters for Implementation of the Dallas TIGER-funded Modern Streetcar Project (DART Board Resolution No. 120038 and City Council Resolution No. 121649)

Interlocal Agreement between the City of Dallas and DART Related to Procurement and Financial Matters for Implementation of the Dallas Urban Circulator Streetcar Project (DART Board Resolution No. 130008 and City Council Resolution No. 13-0618)

Interlocal Agreement between the City of Dallas and DART for Operations and Maintenance of the Dallas Union Station to Oak Cliff TIGER-funded Streetcar Project (DART Board Resolution No. 140020 and City Council Resolution No. 14-0831)

Interlocal Agreement between DART and the City of Dallas for the Design and Design Support During Construction for Extensions 1 and 2, and Procurement of Rail for Extension 1 of the Dallas Union Station to Oak Cliff Streetcar (DART Board Resolution No. 140074 and City Council Resolution No. 14-1646)

Interlocal Agreement between DART and the City of Dallas Related to Construction Services for Extensions of the Dallas Union Station to Oak Cliff Streetcar Project (DART Board Resolution No. 150043 and City Council Resolution No. 15-1168).

First Amendment to Interlocal Agreement Between Dallas Area Rapid Transit and the City of Dallas from Union Station to Oak Cliff Streetcar Operations and Maintenance (DART Board Resolution No. 160097 and City Council 16-0980)
## EXHIBIT B

**DART**

Streetcar System Financial Plan
Sources and Uses of Funds, in millions

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EXHIBIT C

CITY-Owned Streetcar Equipment and Facilities

TIGER Funded Streetcar Assets subject to this agreement:

1. Approximately 1.5 miles of Streetcar Track from Union Station to the Colorado Boulevard / Beckley Avenue intersection (including rail, switches, overhead power supply, and signals)
2. 800 feet of connector track from DART mainlines to Union Station
3. Traction Power SubStation at Greenbrier Lane
4. Streetcar Stop at Union Station
5. Streetcar Stop at Greenbrier Lane
6. Streetcar Stop at Oakenwald Street
7. Streetcar Stop at Colorado Boulevard and Beckley Avenue
8. Streetcar Vehicle 301
9. Streetcar Vehicle 302

Southern Extension Streetcar Assets subject to this agreement:

1. Streetcar Vehicle 303
2. Streetcar Vehicle 304
3. Approximately 0.75 miles of Streetcar Track from the Colorado Boulevard / Beckley Avenue intersection to the Zang Boulevard / 7th Street intersection (including rail, switches, overhead power supply, and signals)
4. Traction Power SubStation at Beckley Avenue
5. Streetcar Stop at West 6th Street
6. Streetcar Stop at Davis Street
EXHIBIT D
Streetcar System Map
DATE:       June 18, 2019

SUBJECT:   Approval of the University of Texas Southwestern (UTSW) Medical Center Site-Specific Shuttle Service Agreement

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute a three-year agreement with the University of Texas Southwestern Medical Center, for funding and operation of a shuttle service in the Medical Center area, substantially in the form shown in Exhibit 1 to the Resolution, and subject to legal review, in a total authorized amount not-to-exceed $99,500 annually.

FINANCIAL CONSIDERATIONS

. This service agreement is included in the Planning & Development Department’s approved FY 2019 Operating budget.

. Sufficient funding for this service agreement in the amount of $99,500 annually is included in both the Planning & Development Department’s FY 2019 Operating Expense budget and the Total Operating Expense line item of the FY 2019 Twenty-Year Financial Plan.

BUSINESS PURPOSE

. Approval of this agreement will assist DART in achieving Board Strategic Priority 1: Continually improve service and safety experiences and perceptions for customers and the public.

. On March 14, 2006 (Resolution No. 060028), the Board approved a four-year site-specific shuttle agreement with the University of Texas Southwestern (UTSW) Medical Center to operate a site-specific shuttle service from the TRE Medical/Market Center Station to various stops including Parkland, Zale Lipshy, UT Southwestern Medical Center North and South Campuses, Clinic and Administration Buildings, Exchange Park, and St. Paul Medical Center (see Attachment 1).

. On June 15, 2010 (Resolution No. 100071), the Board approved an additional three-year term of the agreement.

. On May 24, 2016 (Resolution No. 160054), the Board approved an additional three-year term of the agreement.

. DART and UTSW have worked closely together over the years to build this service into a very productive site-specific shuttle operation. Current ridership has grown to 254 daily passengers,
with a DART subsidy per passenger of $0.94. The UTSW shuttle's performance exceeds DART’s minimum standards for site-specific shuttles.

- The term of the new agreement is proposed to begin September 1, 2019. DART’s current participation in this shuttle service is 50% of the operating expense, with a not-to-exceed amount of $99,500 per year. DART’s participation will remain at a not-to-exceed amount of $99,500 per year for the duration of this three-year agreement.

- DART and UTSW will work over the coming years to adjust the current routes to reflect expansion of the UTSW campus and other significant changes in the Medical District area that these routes serve.

LEGAL CONSIDERATIONS

Section 452.055 of the Texas Transportation Code authorizes DART to enter into contracts with any person.

DART Policy III.16, Site Specific Shuttle Service Policy, provides for Board consideration of joint funding arrangements for privately operated shuttle service. The policy allows DART to consider funding up to 50% of the service cost in circumstances where the service meets DART's service standards and where the service is an enhancement to the DART system. The policy also provides for the operation of circulator/distributor shuttle services which connect to rail stations or transit centers where performance of the service is marginal, but where an employer or other entity agrees to subsidize the service. The policy also requires that route performance be measured by three indicators: passengers per mile, passengers per trip and subsidy per passenger; and for quarterly evaluation of the service.
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of the University of Texas Southwestern (UTSW) Medical Center Site-Specific Shuttle Service Agreement

WHEREAS, on March 24, 2016 (Resolution No. 160054), the Board approved a three-year site-specific shuttle agreement with the University of Texas Southwestern (UTSW) Medical Center to operate a site-specific shuttle service; and

WHEREAS, in accordance with Policy III.16, DART’s financial participation in this service agreement is 50% of the shuttle service cost; and

WHEREAS, DART and UTSW desire to continue the site-specific shuttle service operation; and

WHEREAS, funding for this service agreement is within current Budget and FY 2019 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 a three-year agreement with the University of Texas Southwestern Medical Center, for funding and operation of a shuttle service in the Medical Center area, substantially in the form shown in Exhibit 1 to the Resolution, and subject to legal review, in a total authorized amount not-to-exceed $99,500 annually.
Approval of the University of Texas Southwestern (UTSW) Medical Center Site-Specific Shuttle Service Agreement

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
Interim General Counsel

Approved by: Gary C. Thomas
President/Executive Director
INTERLOCAL SHUTTLE SERVICE AGREEMENT
between
Dallas Area Rapid Transit
and
University of Texas Southwestern Medical Center at Dallas

THIS AGREEMENT ("Agreement") is made and entered into by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code, and UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS ("UTSWMC"), a governmental entity organized and existing pursuant to State law.

WITNESSETH:

WHEREAS DART, as a part of its regional transportation system, desires to facilitate access to its transit system for UTSWMC within the DART service area; and

WHEREAS, UTSWMC wishes to provide shuttle van service between DART’s Trinity Railway Express Station and various UTSWMC campus locations.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration herein set forth, the receipt sufficiency of which is hereby acknowledged, DART and UTSWMC do hereby agree as follows:

1. Service Description. The service to be provided by UTSWMC (hereinafter called the "Shuttle Service or Service") shall consist of van shuttle service between the DART Medical Market Center Station and various campus locations. The routes and schedules for the Shuttle Service are set forth in the “Operation Plan” attached to this Agreement as Exhibit “A” and incorporated herein for all purposes. The Operation Plan may be changed by UTSWMC as required to meet its needs and the needs of its passengers (and subject to DART’s reasonable approval). UTSWMC shall provide Notice to DART of any change in the Operation Plan.

2. DART Obligations.

2.01. DART shall reimburse UTSWMC for 50% of the direct and actual costs incurred for the Service, not to exceed $99,500 per year during the term of the Agreement, and not to exceed the total cumulative aggregate sum of $298,500 for the entire term of this Agreement.

2.02. Marketing and Technical Assistance. DART will assist UTSWMC in developing the Operation Plan for providing the Shuttle Service, including routing, scheduling, and internal marketing.
2.03. **Coordination.** DART will alert UTSWMC of any changes in DART's rail or bus schedules that would affect the Shuttle Service.

2.04. **Customer Complaint Procedures.** UTSWMC shall develop a customer complaint procedure acceptable to DART to resolve any dispute or complaint by any customer relating to the Shuttle Service.

3. **UTSWMC's Obligations.**

3.01. **Equipment.** UTSWMC shall provide, or cause to be provided by a subcontractor, at least three (3) motor coach vehicles, each capable of carrying at least fourteen (14) passengers (“the Vehicles”). Each Vehicle used in providing the Shuttle Service shall display the DART logo and a sign identifying the Shuttle Service. Each Vehicle shall comply with all applicable state, local and federal requirements for vehicles of this type. UTSWMC will be responsible for assuring that each Vehicle is maintained in a clean, safe, mechanically sound and reliable condition.

3.02. **Drivers.** UTSWMC shall provide its own drivers and back-up drivers, each of whom shall be qualified within DART and other applicable standards and duly licensed by the State of Texas to operate vehicles of the type and size described herein. Each driver shall be appropriately dressed in a uniform that is selected by UTSWMC and reasonably satisfactory to DART.

3.03. **Operational Hours.** UTSWMC shall provide Shuttle Service between the rail station and the campus between the hours of 5:40 AM to 7 PM, or as otherwise agreed by the parties.

3.04. **Record-Keeping and Reporting.** UTSWMC shall keep and maintain records regarding operations and maintenance, including, but not limited to Shuttle Service passenger counts and mileage logs. UTSWMC shall provide such records and logs to DART by the fourth (4th) day of the month following the month for which the report is made. All such reports reasonably requested by DART shall be delivered via e-mail, mail or hand-delivery to DART at 1401 Pacific Avenue, Dallas, Texas, 75202, Attn: Service Planning Department.

3.05. **Operation.** UTSWMC shall use reasonable efforts to assure that each Vehicle is driven in a safe, prudent and courteous manner and at all times in accordance with all laws of the State of Texas. UTSWMC shall allow DART Transit Police on any Vehicle when DART, in its sole discretion, determines such to be appropriate or necessary, however, DART has no obligation to police or safeguard the Shuttle Service or provide security for the Service.

3.06. **Report of Incidents and Violations.** UTSWMC shall immediately upon receipt of actual knowledge promptly notify DART of: (a) any contact between a Vehicle and any other vehicle, property, person or animal, regardless of injury or damage; and (b) receipt by any Vehicle driver of a ticket, citation or warning for any moving violation.
under the motor vehicle laws, or a ticket, arrest or arraignment for any violation of any
criminal law, and immediately upon any conviction arising under any of the foregoing,
whether or not arising out of the operation of the Vehicle, any other motor vehicle or
otherwise. .

3.07. Advertising. UTSWMC shall manage exterior and interior advertising on
the Vehicles in its sole discretion, however, such advertising shall conform with DART’s
advertising policy and standards. UTSWMC shall allocate at least ten percent (10%) of
interior advertising inventory to DART at no cost to DART for the purpose of DART
service promotion and advertising. All revenues generated by the sale of Vehicle
advertising shall belong to UTSWMC.

3.08. Open to the Public. The Shuttle Service shall be available to any
passenger at no fare cost, provided, however, that passengers with pets (except animals
needed for assistance), alcohol, or disruptive or combative passengers shall be denied
boarding.

3.09. Insurance. UTSWMC shall, at all times during the term of this
Agreement and extended terms thereof, provide and maintain, workers compensation
insurance and liability insurance or self-insurance with limits in accordance to the Texas
Practice and Remedies Code. In the event UTSWMC contracts the services outlined in
the sections 3.01 or 3.02 sections of this agreement, UTSWMC shall require its
contractor to maintain the following types of insurance protecting the interests of
UTSWMC and DART against any loss, cost or expense, of any kind arising out of the
Service to be provided hereunder, DART, Fort Worth Transportation Authority, Herzog
Transit Services Inc., and UTSWMC shall be named as additional insureds, provided a
waiver of subrogation and shall be provided with evidence of insurance from an
insurance company or companies acceptable to DART and UTSWMC, at least twenty
(20) days prior to the commencement of performance hereunder. Said policy or policies
shall bear an endorsement giving DART and UTSWMC a thirty (30) day written notice
of cancellation. In the event UTSWMC allows any coverage to lapse during the terms
hereof, DART shall have the right to terminate this Agreement.

3.091. Workers' Compensation Insurance. Provide benefits comparable
to those provided under the Workers’ Compensations ACT of the State of Texas
and/or any other State or Federal law or laws.

with limits of liability of not less than $500,000.00 each accident, $500,000.00
each employee for disease and $500,000.00 policy limit for disease. This
insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving
the carrier's right of recovery under subrogation or otherwise from DART and
UTSWMC.

3.093. Commercial General Liability Insurance. Provide limits of not
less than $5,000,000.00 for bodily injury and property damage per occurrence
with a general aggregate of $5,000,000.00. There shall not be any policy
exclusions or limitations for Contractual Liability covering Contractor's
obligations herein, Personal Injury, Advertising Liability, Medical Payments, Fire
Damage Legal Liability, Broad Form Property Damage and Liability for
Independent Contractors. The policy shall be primary and non-contributory.

3.094. Commercial Automobile Liability Insurance. Covering all
owned, hired and nonowned vehicles used in connection with this Agreement
with a combined single limit for bodily injury and property damage liability of not
less than $5,000,000.00.

3.095. No Recourse. Companies issuing the insurance policies herein
described shall have no recourse against DART or UTSWMC for payment of any
premiums or assessments for deductibles, such premiums and deductibles being
the sole responsibility and risk of UTSWMC's subcontractors.

3.096. Use of Contractors. Nothing in this agreement shall prevent
UTSWMC from using a contractor or agent to perform UTSWMC’s obligations
and duties contemplated by this Agreement.

4. Billing and Payment for the Service. UTSWMC shall submit to DART monthly, an
original and four (4) copies of an invoice in a form acceptable to DART, properly
documented, summarizing and verifying the costs by description, e.g., cost per hour,
reflecting the total amount then due and owing. Invoices should be mailed to: DART,
P.O. Box 223805, Dallas, TX 75222-3805. DART shall make payment to UTSWMC
within thirty (30) days after receipt of UTSWMC’s invoice provided it is properly
prepared, executed, and documented, subject, however, to the maximum provided in
section 2.01.

5. Term. This Agreement shall begin on the 1st day of September, 2019 (“Effective
Date”), and terminate at midnight on the 31st day of August, 2022; provided, however,
that either party shall have the right to terminate this Agreement earlier in accord with the
termination provisions of this Agreement.

6. Termination. This Agreement may be terminated by either party giving the other
thirty (30) days prior written notice, provided, however, that DART shall have the right
to immediately terminate this Agreement if ten (10) days after written notice: (a)
UTSWMC fails to remove a driver from the Shuttle Service if the driver is determined to
be negligent (in DART’s sole discretion) in the operation of the Vehicle; (b) UTSWMC
fails to remove a driver from the Shuttle Service upon such driver receiving a ticket for a
moving violation under the motor vehicle laws; (c) failure of UTSWMC to timely submit a
record required hereunder; (d) failure of UTSWMC to properly maintain a Vehicle (in
DART’s discretion); and (e) failure of UTSWMC to operate the Shuttle Service on a
punctual schedule (in DART’s discretion).
7. Indemnification.

7.01. TO THE EXTENT PERMITTED BY LAW, UTSWMC AGREES TO DEFEND, INDEMNIFY AND HOLD DART, FORT WORTH TRANSPORTATION AUTHORITY, HERZOG TRANSIT SERVICES INC., THEIR OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL NEGLIGENCE CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, CIVIL OR CRIMINAL PENALTY, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF UTSWMC, IT'S OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS IN CONNECTION WITH THIS AGREEMENT.

7.02. In the event of joint and concurring negligence of the parties, responsibility, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any governmental immunity or any other defense available to either party under Texas law.

7.03. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. Miscellaneous.

8.01. Notices. Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been duly given when delivered personally with proof of delivery or sent by certified mail, return receipt requested, in a postage paid envelope addressed to the other party at the address set out below:

DART
Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7202
Attention: VP, Service and Planning

UTSWMC
The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75390
Attention: Contract Management

8.02. Assignment. This Agreement shall not be assigned by a party without the prior written consent of the other party.

8.03. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and is entirely performable in Dallas.
County, Texas. Venue for any legal action arising by reason of this Agreement shall be in the courts of Dallas County, Texas.

8.04. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

8.05. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and approved assigns.

8.06. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

8.07. No Partnership or Joint Enterprise. The parties hereto acknowledge and agree that the relationship described herein between the parties is not intended to be a partnership, a joint enterprise or any other relationship wherein one party is the agent for the other or liable for the other’s obligations of any nature. Specifically, the parties disclaim that there is any common purpose, any equal right of control or pecuniary interest regarding their relationship described in this Agreement.

8.08. No Kickbacks. Each party warrants that no trustee, officer, employee, or agent of either party has been or will be employed, retained or paid a fee, or otherwise has received any personal compensation or consideration by or from either party or such party’s directors, officers, employees or agents in connection with the obtaining, arranging, negotiation or performance of this Agreement.

8.09. Partial Invalidity. Any portion of this Agreement being declared by law to be invalid shall not invalidate the remaining provisions which shall remain in full force and effect.

8.010. Counterparts. This Agreement may be executed in any number of counterparts; all of which taken together shall constitute one and the same agreement.

8.011. Signature Authority. Each of the individuals signing this Agreement on behalf of a party warrants that he or she is duly and properly authorized to execute this Agreement on behalf of their respective party.

8.012. Superseding Agreement. This Agreement supersedes and cancels any prior agreement between the parties on this subject matter as of the Effective Date of this Agreement. This Agreement represents the entire agreement of the parties on this subject matter and neither party is relying on any oral or other information of the other party not expressed herein. Neither party shall be deemed to have drafted this Agreement for purposes of construction and interpretation.
IN WITNESS WHEREOF, the parties have executed this Agreement in multiple
originals as of the _____ day of ________, 2019.

DALLAS AREA RAPID TRANSIT

By: _____________________________
    Gary C. Thomas
    President/Executive Director
    Date:__________________

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

By:_____________________________
    Name:_______________________
    Title:_______________________
    Date:_______________________
Exhibit “A.”
DATE:       June 18, 2019

SUBJECT:   Approval of the First Amendment to the Agreement with Parkland Hospital for Site-Specific Shuttle Service

RECOMMENDATION
Approval of a resolution authorizing the President/Executive Director or his designee to execute a three-year Amendment to the Interlocal Agreement with Parkland Hospital for the operation of a site-specific shuttle service, substantially in the form shown in Exhibit 1 of the Resolution, in the total authorized amount not to exceed $5,480,000.

FINANCIAL CONSIDERATIONS
.  Funding for the service provided through this agreement is included in the Planning Department's FY 2019 operating budget.

.  Sufficient funding for the service provided through this agreement is included in both the Planning Department's FY 2019 operating budget and the Total Operating Expenses line item of the FY 2019 Twenty-Year Financial Plan.

BUSINESS PURPOSE
.  Approval of this ILA will assist DART in achieving the Board Strategic Priority 1: Continually improve service and safety experiences and perceptions for customers and the public.

.  On July 12, 2011 (Resolution No. 110066), the Board approved a five-year, site-specific shuttle agreement with Parkland Hospital to operate a site-specific shuttle service from the DART Green Line Southwestern Medical District / Parkland Station to Parkland Hospital.

.  On June 16, 2015 (Resolution No. 150062), DART Board approved an additional four-year term of the agreement.

.  Dallas County Hospital District funds these DART shuttle services, operating routes that are ADA accessible and open to the public to provide reliable and efficient transport for Parkland employees.

.  Currently, this service is provided by Routes 704 and 705, which carry about 20,000 and 5,000 passengers per month respectively (see Attachment 1). Parkland’s subsidy is $4.70 per boarding for the fare free service.
Parkland Hospital has requested that DART operate a third route (706) to serve off-site employees on weekdays (see Attachment 2).

Dallas County Hospital District and Parkland Hospital wish to continue this arrangement for the benefit of their employees, hospital visitors and the general public, and to encourage increased transit ridership on other DART services.

LEGAL CONSIDERATIONS

Section 452.055 of the Texas Transportation Code authorizes DART to enter into contracts with any person.

Section 452.056(a) of the Texas Transportation Code authorizes DART to exercise all powers necessary or useful in the construction repair, maintenance or operation of the public transportation system.

DART Board Policy III.16, Site Specific Shuttle Service Policy, provides for Board consideration of joint funding arrangements for privately operated transportation services. The policy allows DART to consider funding up to 50% of the service cost in circumstances where the service meets DART’s service standards and where the service is an enhancement to the DART system. The policy also provides for the operation of circulator/distributor shuttle services which connect to rail stations or transit centers where performance of the service is marginal, but where an employer or other entity agrees to subsidize the service. The policy also requires that route performance be measured by three indicators: passengers per mile, passenger miles per revenue miles and subsidy per passenger; and for quarterly evaluation of the service.
RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of the First Amendment to the Agreement with Parkland Hospital for Site-Specific Shuttle Service

WHEREAS, on April 14, 1998 (Resolution No. 980078), the Board approved Policy III.16, Site Specific Shuttle Service, that allows DART to initiate or continue DART-operated circulator/distributor shuttle services which connect to rail stations or transit centers where performance of the service is marginal or needs additional service, but where an employer or other entity agrees to subsidize the service; and

WHEREAS, on July 12, 2011 (Resolution No. 110066), the Board approved a five-year site-specific shuttle agreement with Parkland Hospital to operate a site-specific shuttle service from the DART Green Line to Parkland Hospital; and

WHEREAS, on June 16, 2015 (Resolution No. 150062), the DART Board approved an additional four-year term of the agreement; and

WHEREAS, DART and Parkland Hospital have established an on-going partnership to provide shuttle services adjacent to the Parkland campus to serve patient, staff, and visitors; and

WHEREAS, DART continuously monitors bus and rail services to ensure that established standards of effectiveness and efficiency are met; and

WHEREAS, DART's Site-Specific Shuttle Service Policy permits the partial funding by DART of transit services connecting to rail stations or transit centers; and

WHEREAS, the Dallas County Hospital District and Parkland Hospital funds 100% direct operating expense, and DART provides the vehicles and management overhead; and

WHEREAS service will now include a third shuttle route to supplement current activity on Routes 704 and 705, serving off-site employees and the Employee Physician Office, DART Southwestern Medical District / Parkland Station, and the new Parkland Hospital; and

WHEREAS, funding for the service provided through this agreement is within FY2019 Budget and 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 a three-year Amendment to the Interlocal Agreement with Parkland Hospital for the operation of a site-specific shuttle service, substantially in the form shown in Exhibit 1 of the Resolution, in the total authorized amount not to exceed $5,480,000.
Approval of the First Amendment to the Agreement with Parkland Hospital for Site-Specific Shuttle Service

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
Interim General Counsel

Approved by: Gary C. Thomas
President/Executive Director
FIRST AMENDMENT TO PARKLAND PUBLIC TRANSIT SHUTTLE SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Parkland Public Transit Shuttle Service Agreement by and between Dallas Area Rapid Transit (“DART”) and Dallas County Hospital District d/b/a Parkland Health and Hospital System Parkland Hospital ("Parkland") collectively referred to herein as "the Parties" and each individually referred to herein as a "Party" is made and entered into as of ___________, 2019.

WITNESSETH

WHEREAS, on or about August 17, 2015, DART and Parkland into an Agreement ("Agreement") for shuttle bus service (referred to herein and in the Agreement as "Service") pursuant to DART Resolution 150062 approved on June 16, 2015; and

WHEREAS, DART and Parkland wish to amend the Agreement to reflect the Parties' intentions with regard to the term and additional routes to be provided; and

WHEREAS, defined terms herein shall have the same meaning as specified in the Agreement, unless stated otherwise herein.

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

Section 1. Amendment to Agreement. The Parties hereby agree to amend and restate the Agreement by amending Section 1.05 ¹ to read as follows:

1.05. The public transit shuttle service to be provided pursuant to this Agreement shall operate:

- **Route 704** New Route 24 Hour service. Circulator service serving the SMD/Parkland Station. stops along Parkland Blvd including the Parkland Employee Parking Lots, along Maple Avenue. along Tex Oak Avenue, the new Parkland Hospital Employee entrance, stops on Butler Street to serve pharmacy, and finally, the main entrance (Valet Parking) stop at existing Parkland Hospital which will be the Day Clinic. Frequency: 24 hour service. 6 minutes peak, 10 minutes off-peak, 20 minutes overnight from 9 pm to 5 am

¹ Words in strike through type are deletions from the existing agreement; words in underlined type are additions.
- **Route 705**  
  New Route. Circulator service starting at the TRE Medical/Market Center Station, serving the Children's Medical Center Emergency Room Garage, via Southwestern Medical Avenue and Medical District Drive to the Medical District. Campus to a stop near Zale Lipshy Hospital and Parkland employee entrance at existing hospital. The route will cross Harry Hines and operate along Parkland Boulevard to SMD/Parkland Station. Service operates 7 days a week from 5 am until 11 pm; frequency 7 minutes peak and 10 minutes off-peak.

- **Route 706**  
  Shuttle service starting at SWMD/Parkland Station, serving New Parkland Hospital, the Bass Center at 6300 Harry Hines via Harry Hines Boulevard, the Parkland Employee Physician Office at 7920 Elmbrook via Empire Central Drive, 1341 West Mockingbird Road, and 8435 North Stemmons Freeway. The service will operate on weekdays from 7:00 am to 6:00 pm with a 15 minute headway.

PROVIDED. HOWEVER, that DART shall have the option to increase or decrease service hours and number vehicles based on ridership and passenger loading, and PROVIDED, FURTHER, that DART shall give Parkland (60) days’ notice before any reduction in service is implemented and obtain Parkland's, written approval and agreement. The parties understand and agree that any change in the transit shuttle service will be accompanied by a proportionate change in the monthly cost to Parkland, as determined by DART in accordance with the rates set forth in the attached Exhibit A.

3. **Term.** The term of this Agreement shall begin (1) at midnight, on the 17th day of August 2015 and terminate at midnight on the 16th day of August 2019 or on such earlier date that the total aggregate cost of the service provided by DART equals meets the maximum amount payable by Parkland under this Agreement; PROVIDED. HOWEVER. that either party shall have the right to terminate the Agreement by giving the other party one hundred twenty (120) days’ notice thereof. Accordingly, as of midnight, on August 16th, 2019, 2022 the prior current agreement between the parties (dated originally in 2011) for this shuttle service is deemed terminated by mutual agreement of the parties.

4.02. Parkland shall make a monthly payment to DART in accordance with the schedules as set out in Exhibit "A" REVISED February 15, 2019 and attached hereto and incorporated herein
for all pertinent purposes. Payment will be based on Exhibit "A". The payments may be adjusted based upon demand and are subject to proportionate change as determined by DART in the event that hours increase or decrease.

4.04. The maximum amount payable by Parkland under this Agreement is **Six Million One Hundred Nine Thousand Sixty-Nine Dollars and No Cents ($6,109,069.00)**. **Five Million Four Hundred Seventy-Nine Thousand Three Hundred One Dollars and No Cents ($5,479,301)**. Parkland may unilaterally increase this maximum amount payable by obtaining the necessary Parkland approvals and giving ten (10) days written notice to DART.

Section 2. No Further Modifications. All other provisions of the Agreement, other than as specifically addressed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

DALLAS AREA RAPID TRANSIT:

__________________________

By: _______________________

Title: ______________________

Date: ______________________

PARKLAND HOSPITAL

__________________________

By: _______________________

Title: ______________________

Date: ______________________

\[1\] Words in **strike through type** are deletions from the existing agreement; words in **underlined type** are additions.

FIRST AMDT TO PARKLAND Shuttle Service Agreement HSK-mt amdnt 2-4-19
### Exhibit A

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<th>Route 705</th>
<th>Route 706</th>
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Note: Costs increased annually by 3% to adjust for inflation estimates

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1 Words in *strike through* type are deletions from the existing agreement; words in *underlined* type are additions.

FIRST AMDT TO PARKLAND Shuttle Service Agreement HSK-mt amdmt 2-4-19
DATE: June 18, 2019

SUBJECT: Approval of Vehicle Color Scheme for the Cotton Belt Regional Rail Corridor

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director to designate the vehicle color scheme for the DART service that will run on the Cotton Belt regional rail corridor, utilizing DART’s blue and yellow color scheme with the addition of silver.

FINANCIAL CONSIDERATIONS

. All costs related to the vehicle color scheme of the service that will run on the Cotton Belt regional rail corridor are included in current budget and FY 2019 Twenty-Year Financial Plan allocations.

BUSINESS PURPOSE

. A passenger rail corridor from the DART Red Line in the Richardson/Plano area to the Green Line in Carrollton was included in the original 1983 DART Service Plan.

. On October 26, 2006 (Resolution No. 060177), the Board approved the 2030 Transit System Plan, which included the Cotton Belt Corridor as a regional passenger rail line from the Red Line to DFW Airport.

. On December 11, 2018 (Resolution Nos. 180135 and 180136), the Board approved a design-build contract and a contract for a Project Manager/Owner’s Representative (respectively), for the Cotton Belt regional rail project. Pre-construction work has begun in the corridor.

. On May 28, 2019 (Resolution No. 190060), the Board approved a contract for the vehicle procurement and design of the Equipment Maintenance Facility for the Cotton Belt Regional Rail Project.

. The purpose of this item is to finalize the vehicle color scheme for the service that will run on the Cotton Belt regional rail corridor.

. Approval of this item will contribute to achieving Board Strategic Priority 4: Expand DART’s transportation system to serve cities inside and outside the current service area.
LEGAL CONSIDERATIONS

Sections 452.054 and 452.056 of the Texas Transportation Code authorizes DART to use all powers necessary or useful in the construction, repair, maintenance and operation of its public transportation system.
DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of the Vehicle Color Scheme for the Cotton Belt Regional Rail Corridor

WHEREAS, a passenger rail corridor from the DART Red Line in the Richardson/Plano area to the Green Line in Carrollton was included in the original 1983 DART Service Plan; and

WHEREAS, on October 26, 2006 (Resolution No. 060177), the Board approved the 2030 Transit System Plan, which included the Cotton Belt Corridor as a regional passenger rail line from the Red Line to DFW Airport; and

WHEREAS, on December 11, 2018 (Resolution Nos. 180135 and 180136), the Board approved a design-build contract and a contract for a Project Manager/Owner’s Representative (respectively), for the Cotton Belt regional rail project and pre-construction work has begun in the corridor; and

WHEREAS, on May 28, 2019 (Resolution No. 190060), the Board approved a contract for the vehicle procurement and design of the Equipment Maintenance Facility for the Cotton Belt Regional Rail Project; and

WHEREAS, the Board desires to provide direction on the vehicle color scheme for the DART service that will run on the Cotton Belt regional rail corridor; and

WHEREAS, funding for all costs related to the vehicle color scheme of the service that will run on the Cotton Belt regional rail corridor are included in current budget and FY 2019 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director is authorized to designate the vehicle color scheme for the DART service that will run on the Cotton Belt regional rail corridor, utilizing DART’s blue and yellow color scheme with the addition of silver.
Approval of the Vehicle Color Scheme for the Cotton Belt Regional Rail Corridor

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

Approved as to form: Gene Gamez
Interim General Counsel

Approved by: Gary C. Thomas
President/Executive Director
DATE: June 18, 2019

SUBJECT: Briefing on the 2020 Regional Transit On-Board Survey Effort

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

. The Federal Transit Administration recommends completing a Regional Transit On-Board Survey every five years for the purpose of updating data inputs to the regional travel demand model, and for gathering data required to complete analyses related to Title VI, fare changes, and service planning.

. This briefing will help achieve the Board Strategic Priority 2: Optimize and preserve (state of good repair) the existing transit system; and Priority 3: Optimize DART's influence in regional transportation planning.

. Prior Regional Transit On-Board Surveys were conducted in 2007 and 2014.

. On July 9, 2013 (Resolution No. 130074), the DART Board of Directors approved an Interlocal Cooperative Agreement between the North Central Texas Council of Governments (NCTCOG) and DART for the 2014 Regional Transit On-Board Survey. This included funding from DART in the amount of $795,000 for survey efforts on DART services.

. DART, Trinity Metro, and the Denton County Transportation Authority (DCTA) have started to coordinate planning with NCTCOG for the next survey to take place in 2020.

. DART, Trinity Metro, DCTA, and NCTCOG will all contribute funds towards the implementation of the 2020 Regional Transit On-Board Survey.

. The survey will require an Interlocal Cooperative Agreement between NCTCOG and DART to outline responsibilities and funding related to the Regional Transit On-Board Survey of DART services.

. A new Interlocal Cooperative Agreement is in development and defines the terms and conditions for the transfer of DART local funds to NCTCOG for the implementation of the 2020 Regional Transit On-Board Survey efforts, as well as the duties and responsibilities of both agencies. Based on ridership of all three agencies, DART would provide $810,000 towards survey efforts associated with DART services.

. The Committee will be briefed on the need for the survey, the schedule, the proposed funding contributions, and the schedule for completing the Interlocal Cooperative Agreement between DART and NCTCOG.