AGENDA

Public Affairs and Communication Committee Meeting
Tuesday, September 24, 2019, 12:00 p.m.
DART Conference Room C - 1st Floor
1401 Pacific Ave., Dallas, Texas 75202

1. Approval of Minutes: August 27, 2019
2. Approval of the Texas Instruments (TI) Site-Specific Shuttle Service Funding Agreement (Mark Enoch/Tim McKay)
3. Approval of a Site-Specific Shuttle Funding Agreement with the City of Richardson to Provide Service from Galatyn Park Station (Mark Enoch/Tim McKay)
4. Approval to Execute First Amendment of Interlocal Agreement Between DART and City of Dallas for Eligible Street Repair Project Funding (Mark Enoch/Tim McKay)
5. Approval of an Interlocal Agreement with North Central Texas Council of Governments (NCTCOG) for the Funding of the Vanpool Services Program (Mark Enoch/Tim McKay)
6. *Briefing on the DARTzoom Service Change Marketing and Communication Plan (Mark Enoch/Nicole Fontayne-Bárđowell)
7. *Briefing on Marketing and Outreach Plan for the Low-Income Discounted Fare Pilot Program (Mark Enoch/Nicole Fontayne-Bárđowell)
8. *Briefing on the Silver Line Communication Plan (Mark Enoch/Nicole Fontayne-Bárđowell)
9. Identification of Future Agenda Items
10. 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-Bárđowell
AGENDA ITEM NO. 1

MINUTES
DALLAS AREA RAPID TRANSIT
PUBLIC AFFAIRS AND COMMUNICATION COMMITTEE MEETING
August 27, 2019

The Dallas Area Rapid Transit, Public Affairs and Communication Committee meeting convened at 12:12 p.m. on Tuesday, August 27, 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, and Doug Hrbacek.

Other Board members present: Jonathan R. Kelly, Lee Ruiz, Michele Wong Krause, and Amanda Moreno.

Pursuant to Article V, Section 4 to the DART Board Bylaws, amended by Resolution No. 000159, dated September 12, 2000, Board Member Kelly was hereby appointed to the Public Affairs and Communication Committee to serve as an alternate member of the committee for purposes of making a quorum. The above-named Board Member shall have all the privileges of other committee members so long as the Board Member's presence is necessary to maintain a quorum. This appointment shall be effective only until the adjournment of the meeting for which the appointment is made.

This appointment form shall be filed with the Office of Board Support prior to the convening of the Committee meeting.

Others Present: Gary Thomas, Nicole Fontayne-Bárdowel, Gene Gamez, Nevin Grinnell, Joseph Costello, Tina Morch-Pierre, John Rhone, Kay Shelton, Todd Plesko, Stephanie Schuchert, John Adler, Steve Salin, Tim McKay, Harlene Kennedy, Nancy Johnson, and Josefina Chavira.

1. Approval of Minutes: July 9, 2019

Hearing no objections, Chair Enoch stated the July 9, 2019, Public Affairs and Communication Committee Meeting Minutes, were entered into record, as written.

Consent Items:

Mr. Stopfer moved to approve Agenda Items 2 and 3.

2. Approval of a Wastewater Backflow Release for Crewroom Facilities

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 execute a Wastewater Backflow Release to permit the City of Dallas to provide a connection to the wastewater mainline for crewroom facilities under construction or planned for construction at the Park Lane Station, shown as Exhibit 1 to the Resolution, and the Downtown Dallas Convention Center Station, shown as Exhibit 2 to the Resolution.
3. **Approval of an Interlocal Agreement Between DART and the City of Farmers Branch to Fund Eligible Street Repair Projects**

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 execute an interlocal funding agreement with the City of Farmers Branch for an eligible street repair project, substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review, in the total authorized amount not to exceed $107,431.

Mr. Kelly seconded and the items were approved unanimously.

**Individual Items:**

4. **Approval of a Bus Access Agreement with STAR Transit**

Mr. Todd Plesko, Vice President of Scheduling and Planning, briefed the Committee (slides on file with the Office of Board Support) as follows:
- Today’s Consideration (slide 1)
- Background (slides 2-3)

Ms. Bauman entered the meeting at 12:16 p.m., creating a natural quorum.
- Implementing Regulations for Policy IV.14 (slide 5)
- Elements of the Agreement (slide 6)

Mr. Ruiz entered the meeting at 12:21 p.m.

Mr. Hrbacek 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 execute a revised bus access agreement with STAR Transit, in substantially the form shown in Exhibit 1 to this resolution, beginning on October 1, 2019, for no less than one year.

Mr. Stopfer seconded and the item was approved unanimously.

5. **Approval of a Revenue-Generating Advertising Program on DART Transit Shelters**

Mr. Bob English, Senior Manager of Consumer Programs, briefed the Committee (slides on file with the Office of Board Support) as follows:
- Agenda (slide 2)
- Actions & Goals (slide 3)
- Objective (slide 4)
- Background (slides 5-6)
- Path Forward – Dallas Example (slide 7)
- Current Shelter Locations (slide 8)
- Types of Shelter Advertising Displays (slide 9)
- Details – Digital (slide 10)

Chair Enoch stated due to the meeting beginning at such a late hour, he would recommend the Committee move forward with its action unless there was someone who wanted Mr. English to continue with the presentation.
After some discussion, Mr. Hrbacek 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 pursue such approvals from service area cities as may be required to operate a revenue-generating advertising program on DART transit shelters.

Mr. Stopfer seconded and the item was approved unanimously.

6. *Briefing on Intelligent Digital Kiosk*

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

- Agenda (slide 2)
- Background (slides 4-7)

Mr. Killen entered the meeting at 12:42 p.m.

- Updates (slides 9-10)

Mr. Stopfer stepped out of the meeting at 12:43 p.m.

- Updates (slides 11-13)
- Next Steps (slides 15-17)

After some discussion, Mr. Killen inquired when would the Board see a dispersion map. Mr. Grinnell noted staff could provide a schedule and map within the next three weeks.

Ms. Wong Krause questioned where the revenue would be allocated from the Intelligent Digital Kiosks and the Revenue-Generating Advertising Program. Chair Enoch recommended speaking about the revenue, for this item and for the Revenue-Generating Advertising Program, as a future agenda item.

7. *Briefing on Universal Payment Processing Platform (UP3) Feasibility Study Task Order 1: Product & Market Feasibility*

Ms. Nicole Fontayne-Bárdowell, Executive Vice President/Chief Administrative Officer, provided a preamble to this item. She then introduced Mr. Ted Hamer, Managing Director of Infrastructure at KPMG, LLP, and Mr. Christopher Click, Principal of Oil and Gas Strategy Leader at KPMG, LLP, who jointly briefed the Committee (slides on file with the Office of Board Support) as follows:

- Broader MaaS Map for DART (Slide 2)
- KPMG has an international infrastructure practice with deep mobility experience as well as significant experience in navigating business strategies (slide 3)

Ms. Moreno entered the meeting at 1:01 p.m.

- Task Order 1 of the UP3 project validated the potential for GoPass in three areas (slide 4)
- MaaS aggregators will play an increasingly important role in a broader ecosystem made up of many transportation service providers (TSPs) (slide 5)

Ms. Wong Krause stepped out of the meeting at 1:06 p.m.
The combination of three macro forces will drive exponential growth of the MaaS aggregator market in upcoming years (slide 6)
- There are a few key themes that surfaced from transit agency interviews (slide 7)
- We also validated rider preferences through mobility application reviews and customer sentiment analysis (slide 8)
- GoPass has a differentiated and potentially sustainable value proposition given its public sector mission, focusing on customer choice and transportation equity (slide 9)
- GoPass also has the potential to unlock value for transit agencies, given its capability to enrich and integrate with traditional transit agency data sets (slide 10)
- Task Order 1 of the UP3 project validated the potential for GoPass in three areas (slide 11)
- There are some key attributes of focus for the GoPass Operating Model as we transition to Task Orders 2 and 3 (slide 12)

Mr. Killen questioned if there have ever been an attempt of a consortium app. Mr. Hamer referred to slide 12, There are some key attributes of focus for the GoPass Operating Model as we transition to Task Orders 2 and 3, in response to Mr. Killen’s question.

Mr. Kelly stepped out of the meeting at 1:22 p.m.

8. *Briefing on the DARTzoom Service Change Marketing and Communication Plan

Ms. Robbie Douglas, Assistant Vice President of Marketing, briefed the Committee (slides on file with the Office of Board Support) as follows:
- Briefing Objective (slide 2)
- Concept (slide 3)
- Goals (slide 5)
- Our Audience – Bus is Lifeline (slide 6)
- List of Enhancements (slide 7)
- What do we want our Customers to Experience (slide 8-12)
- Campaign (slide 14)
- DARTZoom

Ms. Wong Krause reentered the meeting at 1:28 p.m.

Chair Enoch apologized for the inconvenience, and thanked Ms. Douglas for her presentation. However, due to the time, he requested Ms. Douglas return at the next scheduled Public Affairs and Communication meeting to complete her presentation.

9. *Briefing on Marketing and Outreach Plan for the Low-Income Discounted Fare Pilot Program

This item was postponed to the next Public Affairs and Communication meeting.

10. *Briefing on the Silver Line Communication Plan

Mr. Grinnell briefed the Committee (slides on file with the Office of Board Support) as follows:
- Agenda (slide 2)
- Overview (slide 4)
- Community Affairs (slides 7-8)
• Education Outreach (slide 9)

Chair Enoch requested Mr. Grinnell move directly to the upcoming groundbreaking schedule. Mr. Grinnell agreed and completed his presentation as follows:

• Groundbreaking (slide 28)

11. Identification of Future Agenda Items

There were no future agenda items identified for this committee.

12. Adjournment

There being no further business to discuss, the meeting was adjourned at 1:42 p.m.

Josefina Chavira, CAP
Board Committee Secretary

/jc

+Same Night Item
*Briefing Item
Agenda Report

DATE: September 24, 2019

SUBJECT: Approval of the Texas Instruments (TI) Site-Specific Shuttle Service Funding Agreement

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director to execute a five-year agreement with Texas Instruments (TI), substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review, for the funding and operation of a site-specific shuttle service connecting TI campuses to the LBJ Central Light Rail Transit Station in a total authorized amount not to exceed $1,375,000 over the term of the agreement.

FINANCIAL CONSIDERATIONS

. This agreement for shuttle service is included in the Planning & Development Department’s proposed FY 2020 operating budget.

. Sufficient funding for this agreement in the amount of $1,375,000 is included in both the Planning & Development Department’s proposed FY 2020 Operating Expense budget and the Total Operating Expense line item of the approved 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 December 9, 1997 (Resolution No. 970266), the Board adopted the Five-Year Action Plan, which identified non-traditional services to enhance the performance of the DART system.

. On April 14, 1998 (Resolution No. 980078), the Board approved Policy III.16, Site-Specific Shuttle Service Policy, that allows DART to consider funding up to 50% of the cost of a shuttle between a rail station or transit center and employer or other destination.

. Under the terms of the agreement, DART will provide financial support for the vehicle and related insurance and maintenance expenses up to 50% of the total shuttle cost, but not to exceed $275,000 annually. TI will be responsible for providing a driver and fuel for the shuttle.

. In July 2002, DART extended the North Central Light Rail Transit (LRT) line from Park Lane Station to Galatyn Station in north Richardson. This included the opening of seven new LRT stations.
At that time, TI and DART planned and implemented a site-specific shuttle to serve TI’s major employment facilities located in the U.S. 75 corridor both north and south of U.S. 635 and proximate to the LBJ Central and Forest Lane LRT stations.

- On May 14, 2002 (Resolution No. 020083), the Board approved a four-year agreement for the provision of a site-specific shuttle connecting TI campuses to the LBJ Central and Forest Lane LRT stations.

- On September 14, 2004 (Resolution No. 040104), the Board approved a three-year agreement with two one-year options for the Spring Creek shuttle connecting TI with Parker Road LRT Station.

- On June 13, 2006 (Resolution No. 060094), the Board approved a three-year agreement for the provision of a site-specific shuttle connecting TI campuses to the LBJ Central and Forest Lane LRT stations.

- On June 9, 2009 (Resolution No. 090078), the Board approved a three-year agreement with two one-year options for the provision of the site-specific shuttle connecting TI campuses to the LBJ Central and Forest Lane LRT stations.

- On December 10, 2009 (Resolution No. 090152), the Board approved a three-year agreement with two one-year options for the Spring Creek shuttle connecting TI with Parker Road LRT Station.

- On September 16, 2014 (Resolution No. 140098), the Board approved amendments allowing operation of all TI shuttle programs under a single agreement and an extension of the existing shuttle service, with a termination date of November 1, 2019.

- TI contracts for the operation of three shuttle routes that provide connections between the LBJ Central LRT Station and their main campuses. The service frequency of the shuttle service is every ten minutes to correspond with LRT service and operates seven days per week.

- DART will reimburse TI for $275,000 per year, which is less than 50% of the total operating cost of the shuttle service.

- This service agreement is in accordance with the Site-Specific Shuttle Service Policy, which allows for reimbursement of up to 50% of the cost of a circulator/distributor shuttle service. Operation of this privately operated shuttle service meets DART’s Service Standards.

**LEGAL CONSIDERATIONS**

Section 452.054 and 452.056 of the Texas Transportation Code additionally authorizes DART to exercise all powers necessary or useful in the construction, repair, maintenance or operation of the public transportation system.

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

Section 1 of 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.
RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of the Texas Instruments (TI) Site-Specific Shuttle Service Funding Agreement

WHEREAS, on December 9, 1997 (Resolution No. 970266), a Five-Year Action Plan was adopted by the Board, which identified non-traditional services to enhance the performance of the DART system; and

WHEREAS, on April 14, 1998 (Resolution No. 980078), the Board approved Policy No. III.16, Site-Specific Shuttle Service Policy, that allows for a service area city or private entity to provide funding to support a DART fixed-route service; and

WHEREAS, Texas Instruments has operated a site-specific shuttle service between DART stations and TI campuses since 2002; and

WHEREAS, DART’s role in this agreement is to provide financial support for the vehicle and related insurance and maintenance expenses up to 50% of the total shuttle cost, but not to exceed $1,375,000; and

WHEREAS, funding for this agreement is within proposed FY 2020 Budget and approved 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 five-year agreement with Texas Instruments (TI), substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review, for the funding and operation of a site-specific shuttle service connecting TI campuses to the LBJ Central Light Rail Transit Station in a total authorized amount not to exceed $1,375,000 over the term of the agreement.
Approval of the Texas Instruments (TI) Site-Specific Shuttle Service Funding 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
General Counsel

Approved by: Gary C. Thomas
President/Executive Director
SHUTTLE SERVICE AGREEMENT
between
Dallas Area Rapid Transit
and
Texas Instruments Incorporated

THIS AGREEMENT, by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code and TEXAS INSTRUMENTS INCORPORATED ("TEXAS INSTRUMENTS"), whose address is 12500 TI Blvd., Dallas, Texas 75251.

WITNESSETH:

WHEREAS, TEXAS INSTRUMENTS desires to provide a bus shuttle service (the "Service") serving certain of its corporate locations and certain DART Light Rail Transit ("LRT") Stations; and,

WHEREAS, TEXAS INSTRUMENTS has requested certain management services and financial participation from DART in order to implement the Service; and,

WHEREAS, DART Board Policy III.16, Site Specific Shuttle Service Policy, permits the partial funding by DART of circulator shuttle services operated by employers or other private entities and connecting to rail stations or transit centers; and,

WHEREAS, DART analysis predicts the attraction of new riders to the DART transit system through provision of such Service; NOW THEREFORE,

BE IT REMEMBERED:

1. TEXAS INSTRUMENTS’ Responsibilities. In consideration of the performance by DART of the DART duties and responsibilities set forth herein, and reimbursement of the funds below described, TEXAS INSTRUMENTS covenants and agrees as follows:

1.01. For the Service, TEXAS INSTRUMENTS shall provide, or cause to be provided, at least four (4) motor coach vehicles capable of satisfying passenger demand (the "Vehicle(s)) for the LBJ Central Station and TEXAS INSTRUMENTS’ North and South Campuses and, a van shuttle service between TEXAS INSTRUMENTS’ Spring Creek Campus and the Parker Road rail station, on a schedule to be agreed upon by the parties.

1.02. Every Vehicle used in providing the Service shall be fully compliant with the Americans With Disabilities Act and relevant regulations applicable thereto, licensed for passenger operations by the State of Texas and equipped with a two-way communications device.
1.03. Every Vehicle used in providing the Service shall be operated by an operator duly licensed by the State of Texas to operate vehicles of the type and size described herein, and appropriately dressed in a uniform selected by TEXAS INSTRUMENTS, but reasonably satisfactory to DART.

1.04. Every operator permitted to operate one of the Vehicles providing the Service must have continuous possession of a valid driver's license for the prior five (5) years, must have current possession of a valid Class B or higher Commercial Driver License (CDL) with passenger endorsement, must have received not more than one (1) traffic citation for a moving violation within the prior two (2) year period, and must have received no DWI/DUI conviction.

1.05. Every Vehicle providing Service shall display a special vehicle identification configuration specified by TEXAS INSTRUMENTS but reasonably satisfactory to DART and shall display the DART logo on the exterior of the vehicle.

1.06. The Service shall operate between the hours of 5:30 a.m. and 8:00 p.m., Monday through Friday, and an On-Call Service on the weekends, PROVIDED, HOWEVER, that TEXAS INSTRUMENTS shall have the option to increase or decrease the Service based on ridership, so long as the Service is not reduced to less than eleven (11) hours per day, or increased to more than sixteen (16) hours per day.

1.07. The Service shall operate on a fixed schedule over four (4) circulating routes. The first route shall operate between the northern half of the TEXAS INSTRUMENTS North Campus and the DART LBJ Central LRT Station. The second route shall operate between the southern half of the TEXAS INSTRUMENTS North Campus and the DART LBJ Central LRT Station. The third route shall operate between the TEXAS INSTRUMENTS South Campus and the DART LBJ Central LRT Station. The fourth route shall operate between the TEXAS INSTRUMENTS Spring Creek Campus and the DART Parker Road LRT Station. The routes shall be selected by TEXAS INSTRUMENTS and reasonably approved by DART. Any change in such Service shall be at TEXAS INSTRUMENTS’ discretion on a month-by-month basis and must be presented for reasonable approval by DART not less than ninety (90) days prior to the date of implementation.

1.08. The Service hereunder shall be available to any passenger at no fare cost, PROVIDED, HOWEVER, that passengers with pets (except animals needed for assistance) or alcohol shall be denied boarding. No passengers will be permitted entry into a TEXAS INSTRUMENTS’ campus unless they have a valid TEXAS INSTRUMENTS badge.

1.09. TEXAS INSTRUMENTS shall manage the exterior and interior advertising on the Vehicles at its sole discretion and within the guidelines and parameters established by the DART Board Policy III.06, Advertising and Concessions Policy. TEXAS INSTRUMENTS shall allocate at least ten percent (10%) of interior bus advertising inventory to DART at no additional cost for the purpose of DART promotion and
advertising. All revenues generated by the sale of Vehicle advertising shall belong to TEXAS INSTRUMENTS.

1.10. For the Service, TEXAS INSTRUMENTS shall conduct weekly counts of boardings and shall respond to any and all reasonable requests from DART for Service operations information, such as boardings and alightings.

1.11. At all times when operations are being conducted, TEXAS INSTRUMENTS shall be responsible for the safe operation of the Vehicles and the protection for the passengers and others using the Vehicles.

1.12. TEXAS INSTRUMENTS shall provide, or cause to be provided, all mechanical repairs, maintenance and upkeep required to keep the Vehicles in a safe operating condition.

1.13. TEXAS INSTRUMENTS shall secure or cause to be secured, all permits and other governmental authorizations that may be required to provide the Service from each governmental entity having jurisdiction over TEXAS INSTRUMENTS and the Service.

1.14. TEXAS INSTRUMENTS shall, and shall instruct its agents, employees and contractors to abide by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over such operations.

1.15. TEXAS INSTRUMENTS shall permit DART to periodically assign DART Transit Police to ride the Vehicles as an additional security measure as solely determined by DART.

2. Term. This Agreement shall begin on November 1, 2019 and continue for a period of five (5) years. Either party may terminate this Agreement without cause upon giving the other party ninety (90) days’ prior written notice.

3. DART’s Responsibilities. In consideration of the performance by TEXAS INSTRUMENTS of each and all of the obligations set forth in this Agreement, DART covenants and agrees as follows:

3.01. DART shall reimburse TEXAS INSTRUMENTS for up to fifty percent (50%) of the cost of providing the Service not to exceed the annual sum of $275,000.

3.02. DART shall offer assistance with management consulting related to the Service and with planning, scheduling, marketing, and promoting the Service as requested by TEXAS INSTRUMENTS and agreed upon by the parties.

3.03. The Service may be expanded to include other destinations with the financial participation of other public or private entities. If the Service is expanded to include other destinations, any financial participation received from additional participants will belong to TEXAS INSTRUMENTS.
4. Billing and Payment for the Service. TEXAS INSTRUMENTS shall submit to DART not more often than 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 and cost per hour, reflecting the total amount then due and owing. DART shall make payment to TEXAS INSTRUMENTS within thirty (30) days after receipt of TEXAS INSTRUMENTS' invoice provided it is properly prepared, executed and documented, subject, however to the not-to-exceed amount provided in this Agreement.

5. Audit and Retention of Records. DART, upon giving five (5) business days notice to TEXAS INSTRUMENTS, shall have the right to request, at DART's expense, an audit of TEXAS INSTRUMENTS' records reflecting the costs of providing the Service. TEXAS INSTRUMENTS shall retain adequate cost accounting records for auditing purposes for a period of three (3) years after final payment hereunder.

6. Indemnification.

6.01. To the extent permitted by law, TEXAS INSTRUMENTS agrees to defend, indemnify and hold DART, its directors, officers and employees free and harmless against any third party claims, (including costs and expenses of defense, including reasonable attorney fees), resulting from the negligent act or omission or willful misconduct of TEXAS INSTRUMENTS, its partners, employees or agents in connection with any obligation or duty of TEXAS INSTRUMENTS in connection with this Agreement.

6.02. To the extent permitted by law, DART agrees to defend, indemnify and hold TEXAS INSTRUMENTS, its partners, agents and employees free and harmless against any third party claims, (including costs and expenses of defense, including reasonable attorney fees) resulting from the negligent act or omission or willful misconduct of DART, its officers, employees or agents in connection with any obligation or duty of DART in connection with this Agreement.

6.03. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity, nor limit the right of DART to assert any governmental immunity defense to any claim of such other party or entity.

7. Insurance. TEXAS INSTRUMENTS shall, at all times during the Primary Term of this Agreement and extended terms thereof, provide and maintain, or cause to be provided and maintained, the following types of insurance protecting the interests of TEXAS INSTRUMENTS and DART against any loss, cost or expense, of any kind arising out of the Service to be provided hereunder. DART shall be provided with a waiver of subrogation on all policies and named as an additional insured (with the exception of workers’ compensation) and shall be provided with a certificate of insurance from an insurance company or companies reasonably acceptable to DART, at least twenty (20) days prior to the commencement of performance hereunder. Said policy or policies shall bear an endorsement giving DART a thirty (30) day written notice of cancellation. In the
event TEXAS INSTRUMENTS allows any coverage to lapse during the terms hereof, DART shall have the right to terminate this Agreement.

7.01. Workers’ Compensation Insurance. TEXAS INSTRUMENTS shall provide or cause to be provided, Workers’ Compensation Insurance providing benefits comparable to those provided under the Workers’ Compensation Act of the State of Texas and/or any other State or Federal law or laws applicable to TEXAS INSTRUMENTS’ employees, contractors, agents or assigns performing work under this Agreement. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the carrier’s right or recovery under subrogation or otherwise from DART.

7.02. Employers’ Liability Insurance. TEXAS INSTRUMENTS shall provide or cause to be provided, Employers’ Liability Insurance 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.

7.03. Commercial General Liability Insurance. TEXAS INSTRUMENTS shall provide or cause to be provided, Commercial General Liability insurance providing limits of not less than $1,000,000.00 for bodily injury and property damage per occurrence with an annual aggregate of $2,000,000.00. There shall not be any policy exclusions or limitations for Contractual Liability covering TEXAS INSTRUMENTS’s obligations herein, Personal Injury, Advertising Liability, Medical Payments, Fire Damage Legal Liability, Broad Form Property Damage and Liability for Independent Contractors.

7.04. Commercial Automobile Liability Insurance. TEXAS INSTRUMENTS shall provide or cause to be provided, Commercial Automobile Insurance, covering all owned, hired and non-owned 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 per accident.

7.05. No Recourse. Companies issuing the insurance policies herein described shall have no recourse against DART for payment of any premiums or assessments for deductibles, such premiums and deductibles being the sole responsibility and risk of TEXAS INSTRUMENTS as between TEXAS INSTRUMENTS and DART.

8. Miscellaneous.

8.01. Assignment. Neither party may assign this Agreement in whole or in part, without first obtaining the written consent of the other party.

8.02. Notices. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by United States mail, certified, return receipt requested, in a postage paid envelope addressed to the party at the address set out below.
8.03. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of TEXAS INSTRUMENTS, DART and their respective successors and permitted assigns.

8.04. Headings. The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this Agreement.

8.05. 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.

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

8.07. 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.

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

8.09. No Partnership or Joint Enterprise. The parties do not intend that this Agreement be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this Agreement are separate and distinct. It
is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This agreement does not constitute a joint enterprise as there is no community of pecuniary interests, no common purpose and no equal right of control among the parties hereto.

(SIGNATURES ON THE FOLLOWING PAGE)
IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals on this the ____ day of ______, 2019.

DALLAS AREA RAPID TRANSIT

By: _______________________________
    Gary C. Thomas
    President/Executive Director

TEXAS INSTRUMENTS INCORPORATED

By: _______________________________
    Name:
    Title:
DATE: September 24, 2019

SUBJECT: Approval of a Site-Specific Shuttle Funding Agreement with the City of Richardson to Provide Service from Galatyn Park Station

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute a three-year agreement with the City of Richardson, substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review, for the funding and operation of the Galatyn Park Station Site-Specific Shuttle Service, in a total authorized amount not to exceed $192,363 over the term of the agreement.

FINANCIAL CONSIDERATIONS

- Funding for this service agreement is included in the Planning & Development Department’s proposed FY 2020 operating budget.

- Sufficient funding for this service agreement in the amount of $192,363 is included in both the Planning & Development Department’s proposed FY 2020 Operating Expense budget and the Total Operating Expense line item of the approved 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 December 9, 1997 (Resolution No. 970266), a Five-Year Action Plan was adopted by the Board, which identified non-traditional services to enhance the performance of the DART system.

- On April 14, 1998 (Resolution No. 980078), the Board approved Policy III.16, Site-Specific Shuttle Service Policy, that allows for a city in the service area or private entity to provide funding to support a DART fixed-route service.

- On June 12, 2001 (Resolution No. 010076), DART awarded a contract to GDS Freight, Inc., for E-shuttle service in the Telecom Market area. However, GDS Freight, Inc., defaulted on the contract and DART entered into an agreement with Crescent Realty for the E-shuttle service between the Galatyn Park Light Rail Transit (LRT) Station and the Crescent Palisades building.
. DART and Crescent Realty began operating an E-shuttle service in July 2002. The primary reason for operating this type of service was due to the elimination of thousands of jobs in the Telecom Market area and the elimination of many DART routes in that area. The shuttle filled a void for a fraction of the cost of providing fixed-route DART service. DART paid Crescent Realty for the service.

. In June 2007, Crescent Realty sold the Palisades Buildings to Equastone Realty. Equastone was not interested in continuing the E-shuttle service.

. Staff approached the City of Richardson and offered up the idea of a city managed site-specific shuttle service as a marketing tool for real estate leasing in the Galatyn area. The City of Richardson was interested and offered to pay for the operation of the service until a full site-specific shuttle agreement could be worked out.

. On January 8, 2008 (Resolution No. 080001), DART and the City of Richardson entered into an agreement to provide the site-specific shuttle service from the Galatyn Park Light Rail Transit (LRT) Station to the market area around the station.

. Board approved renewal agreements with the City of Richardson every three years thereafter; service beginning January 1, 2011 (Resolution No. 100160), through December 31, 2013; service beginning January 14, 2014 (Resolution No. 130015), through December 31, 2016; and service beginning January 1, 2017 (Resolution No. 160100), through December 31, 2019.

. This item seeks Board approval to renew the three-year Site-Specific Shuttle Service Agreement with the City of Richardson to operate the Galatyn Park Shuttle. The current agreement ends December 31, 2019, and a new agreement would begin service January 1, 2020.

LEGAL CONSIDERATIONS

Section 452.056(a) of the Texas Transportation Code authorizes DART to construct, develop, plan, and operate a public transportation system within the service area.

DART Board 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 fund 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 a Site-Specific Shuttle Funding Agreement with the City of Richardson to Provide Service from Galatyn Park Station

WHEREAS, on December 9, 1997 (Resolution No. 970266), a Five-Year Action Plan was adopted by the Board, which identified non-traditional services to enhance the performance of the DART system; and

WHEREAS, on April 14, 1998 (Resolution No. 980078), the Board approved Policy III.16, Site-Specific Shuttle Service Policy, that allows a city in the DART Service Area or private entity to provide funding to support a DART fixed-route service; and

WHEREAS, the City of Richardson has operated the Galatyn Park Site-Specific Shuttle Service since 2008, with Board approval every three years thereafter; and

WHEREAS, the City of Richardson desires to continue the site-specific shuttle service; and

WHEREAS, funding for this agreement is within proposed FY 2020 budget and approved 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 City of Richardson, substantially in form shown in Exhibit 1 to the Resolution and subject to legal review, for the funding and operation of the Galatyn Park Station Site-Specific Shuttle Service, in a total authorized amount not to exceed $192,363 over the term of the agreement.
Approval of a Site-Specific Shuttle Funding Agreement with the City of Richardson to Provide Service from Galatyn Park Station

Prepared by:  
Todd Plesko  
Vice President  
Planning and Development

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

Approved as to form:  
Gene Gamez  
General Counsel

Approved by:  
Gary C. Thomas  
President/Executive Director
SITE SPECIFIC SHUTTLE FUNDING AGREEMENT

THIS SITE-SPECIFIC SHUTTLE FUNDING AGREEMENT, (the “Agreement”) is by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code and the CITY OF RICHARDSON, TEXAS ("the CITY"), acting by and through their respective representatives.

WITNESSETH:

WHEREAS, the CITY recognizes the benefit of a bus shuttle service (the "Service") serving various employment locations, certain high-density residential communities and one or more of the DART Red Line Light Rail ("LRT") Stations; and,

WHEREAS, the CITY has requested certain management services and financial participation from DART in order to implement the Service; and,

WHEREAS, DART Board Policy III.16 Site Specific Shuttle Service Policy permits the partial funding by DART of circulator shuttle services operated by employers or other private entities and connecting to rail stations or transit centers; and,

WHEREAS, DART analysis predicts the attraction of new riders to the DART transit system through provision of such Service.

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged the parties agree as follows:

1. City Duties and Responsibilities

1.01. For the Service, the CITY shall provide, or cause to be provided, at least one (1) motor coach vehicle capable of carrying at least thirty (30) passengers (the "Vehicle[s]").

1.02. Every Vehicle providing Service shall be fully compliant with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213) and relevant regulations applicable thereto, licensed for passenger operations by the State of Texas and equipped with a two-way radio.

1.03. Every Vehicle providing Service shall be operated by an operator duly licensed by the State of Texas to operate vehicles of the type and size described herein, and appropriately dressed in a uniform selected by the CITY, but reasonably satisfactory to DART.

1.04. Every operator permitted to operate one of the Vehicles providing Service must have continuous possession of a valid driver's license for the prior five (5) years, must have current possession of a valid Texas Chauffeur's License, must have received not more than one
(1) traffic citations for a moving violation within the prior two (2) year period, and must have received no DWI/DUI conviction.

1.05. Every Vehicle providing Service shall display a special vehicle identification configuration specified by the CITY but reasonably satisfactory to DART and shall display a DART insignia.

1.06. The Service shall initially operate Monday through Friday between the hours of 6:30 a.m. and 9:30 a.m. and 3:30 p.m. and 6:30 p.m., provided however, that the CITY or DART shall have the option to increase or decrease the Service based on ridership so long as Service is not reduced to less than six (6) hours per day, or increased to more than fifteen (15) hours per day.

1.07. The Service shall operate on a fixed schedule over a circulating route timed at one or more of the DART LRT Stations. The route shall be selected by the CITY and reasonably approved by DART. Any change in such Service shall be at the CITY’s discretion on a quarterly basis and must be presented for reasonable approval by DART not less than thirty (30) days prior to the date of implementation.

1.08. Service hereunder shall be available to any passenger at no fare cost, provided however, that passengers with pets (except animals needed for assistance), weapons (except for police or security officers, or as allowed by law) or alcoholic beverages shall be denied boarding.

1.09. The CITY shall manage exterior and interior advertising on the shuttle vehicles in its sole discretion. The CITY 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 the CITY.

1.10. For the Service, the CITY shall conduct daily and weekly counts of boardings and shall respond to any and all reasonable requests from DART for Service operations information, including the number of boardings and alightings.

1.11. At all times when operations are being conducted, the CITY shall be responsible for the safe operation of the Vehicles and the protection for the passengers and others using the Vehicles.

1.12. The CITY shall provide, or cause to be provided, all mechanical repairs, maintenance and upkeep required to keep the Vehicles in a safe operating condition.

1.13. The CITY shall secure or cause to be secured, all permits and other governmental authorizations, which may be required to provide the Service from each governmental entity having jurisdiction over the CITY and the Service.

1.14. The CITY, its agents, employees and contractors shall abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over such operations.
1.15. The CITY shall permit DART to periodically assign Transit police to ride the Vehicles as an additional security measure as solely determined by DART.

1.16. The CITY will provide DART passengers, at no cost to DART passengers or to DART, with access to any other shuttle services operated by the City.

2. Term. The Primary Term of this Agreement shall begin on January 1, 2020 and shall end on December 31, 2022; PROVIDED, HOWEVER, that either party shall have the right to terminate the Agreement by giving the other party thirty (30) days notice thereof. It is agreed that prior to the approval of any extension of this Agreement, the parties will review and evaluate the Service, including its cost and effectiveness.

3. Consideration

3.01 DART shall reimburse the CITY for up to fifty percent (50%) of the actual cost of providing the Service annually. This reimbursement will not exceed $64,121 each calendar year for a total not to exceed $192,363.

3.02. DART shall provide management consulting, planning, scheduling, marketing and promotional services to the CITY as agreed upon by the parties.

4. Billing and Payment for the Service. The CITY shall submit to DART not more often than 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. DART shall make payment to the CITY within thirty (30) days after receipt of the CITY invoice provided it is properly prepared, executed and documented, subject, however to the maximum provided in § 3.01 above.

5. Audit; Retention of Records. DART, upon giving five (5) business days’ notice, shall have the right to request, at DART's expense, an audit of the CITY records reflecting the costs of providing the Service. The CITY shall retain adequate cost accounting records for auditing purposes for a period of three (3) years after final payment hereunder.

6. Insurance. The CITY shall, at all times during the Primary Term of this Agreement and extended terms thereof, provide and maintain, or cause to be provided and maintained, the following types of insurance protecting the interests of the CITY and DART against any loss, cost or expense, of any kind arising out of the Service to be provided hereunder. DART shall be provided with a waiver of subrogation on all policies and named as an additional insured (with the exception of workers’ compensation) and shall be provided with a certificate of insurance from an insurance company or companies reasonably acceptable to DART, at least twenty (20) days prior to the commencement of performance hereunder. Said policy or policies shall bear an endorsement giving DART a thirty (30) day written notice of cancellation. In the event the CITY allows any coverage to lapse during the terms hereof, DART shall have the right to terminate this Agreement.
6.01. **Workers' Compensation Insurance.** The CITY shall provide or cause to be provided by its contractors, Workers' Compensation Insurance providing benefits comparable to those provided under the Workers' Compensation Act of the State of Texas and/or any other State or Federal law or laws applicable to the CITY employees, contractors, or agents performing work under this Agreement.

6.02. **Employers' Liability Insurance.** The CITY shall provide or cause to be provided by its contractors, Employers' Liability Insurance 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.

6.03. **Commercial General Liability Insurance.** The CITY shall provide or cause to be provided by its contractors, Commercial General Liability insurance providing limits of not less than $3,000,000.00 for bodily injury and property damage per occurrence with a general aggregate of $5,000,000.00 and a products and completed operations aggregate of $3,000,000.00. 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.

6.04. **Commercial Automobile Liability Insurance.** The CITY shall provide or cause to be provided by its contractors, Commercial Automobile Insurance, covering all owned, hired and non-owned 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 per accident.

6.05. **No Recourse.** Companies issuing the insurance policies herein described shall have no recourse against DART for payment of any premiums or assessments for deductibles, such premiums and deductibles being the sole responsibility and risk of the CITY as between the City and DART.

7. **Indemnification.** The City shall, to the extent allowed by law, defend, indemnify and hold DART, its Board, officers and employees, harmless from all loss, cost and expense by reason of injury (including death) to any person or damage to property, arising out of or from any accident or other occurrence in connection with the operation of the Service during the performance of this Agreement, which injury or damage results from negligence or willful misconduct on the part of the CITY, its agents, employees, or contractors. In the event of joint or concurring negligence or fault of the CITY and DART, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity, nor limit the right of DART to assert any governmental immunity defense to any claim of such other party or entity and shall survive termination of this Agreement.
8. Miscellaneous.

8.01. Assignment. Neither party may assign this Agreement in whole or in part, without first obtaining the written consent of the other party.

8.02. Notices. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by United States mail, certified, return receipt requested, in a postage paid envelope addressed to the party at the address set out below

DART: DALLAS AREA RAPID TRANSIT  
P.O. Box 660163  
Dallas, Texas 75266-7210  
Attention: Todd Plesko  
VP Planning & Development

CITY: THE CITY OF RICHARDSON  
P.O Box 830309  
Richardson, Texas 75083-030

With copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201

Either party may designate another address by giving notice thereof to the other party.

8.03. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

8.04. Headings. The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this Agreement.

8.05. 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.

8.06. 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.
8.07. **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.

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

8.09. **No Partnership or Joint Enterprise.** It is mutually understood and agreed that this Agreement is intended by the parties to establish only an independent contractual relationship and is not intended to create a partnership or joint venture.

8.10. **Use of Contractors.** Nothing in this agreement shall prevent the CITY from using a contractor or agent to perform the duties and responsibilities contemplated by this Agreement.

8.11. **Effective Date.** This Agreement shall be effective on the last date of execution of this Agreement.

8.12. **Nondiscrimination.** In its performance of this Agreement, DART and the CITY each warrant that it will not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin, or veteran status.

8.13. **No Waiver.** 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.

(SIGNATURES ON THE FOLLOWING PAGE)
IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals as of this the _____ day of ____________ 2019.

DALLAS AREA RAPID TRANSIT

By: ______________________________
   Gary C. Thomas
   President/Executive Director

CITY OF RICHARDSON

By: ______________________________
   Dan Johnson
   City Manager
DATE: September 24, 2019

SUBJECT: Approval to Execute First Amendment of Interlocal Agreement Between DART and City of Dallas for Eligible Street Repair Project Funding

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute the First Amendment of the Interlocal Agreement with the City of Dallas for street repair projects, substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review.

FINANCIAL CONSIDERATIONS

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

. Sufficient funding for the remaining cost of the street repair projects in the amount of $7,695,284 is included in both the TSM Street Repair project budget and the General Mobility - Road Impr./ITS Capital line item of the approved FY 2019 Twenty-Year Financial Plan.

BUSINESS PURPOSE

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

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

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

. On April 22, 1997 (Resolution No. 970068), the DART Board authorized a transit-beneficial Street Repair Program for roads, for intelligent transportation system investments such as traffic signals, and other transit-beneficial projects like sidewalks and rail improvements.

. On December 13, 2016 (Resolution No. 160132), the DART Board approved an Interlocal Agreement with DART and the City of Dallas for DART funding of the eligible street repair projects.
On August 1, 2019, Dallas staff requested an amendment of the current agreement to add several new project categories to Exhibit A for allowable funding.

The first category will include design and construction of quiet zones and sidewalk zones served by DART rail and bus routes. The final location of these zones will be approved by DART staff in advance of any work.

Examples of quiet zones may include segments of the Silver Line within the City of Dallas.

Examples of sidewalk zones include locations along Elm and Commerce in downtown Dallas and other complete street projects where DART and Dallas are collaborating on bus stop and sidewalk improvements.

The second category includes additional street repair projects having a significant benefit to bus service which were not included in the original project list. These projects could include complete street projects and could include special bus infrastructure such as bus lanes, queue jumps, or pedestrian crossing projects.

The final category includes design and construction of additional traffic signal priority projects with benefit to transit service.

The First Amendment also documents that the total project cost estimate of all of the projects in the amended Exhibit A exceeds the allowable cumulative DART funding of $9,619,105. Dallas will either elect to complete the projects with other funds or alternatively eliminate the project. Alternative projects may be substituted if approved in advance by DART staff.

LEGAL CONSIDERATIONS

Section 452.001(2)(C) of the Texas Transportation Code defines complementary transportation services as assistance in street modifications as necessary to accommodate the public transportation system.

Section 452.056(a) of the Texas Transportation Code authorizes DART to acquire, construct, develop, plan, own, operate and maintain a public transportation system.
DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval to Execute First Amendment of Interlocal Agreement Between DART and City of Dallas for Eligible Street Repair Project Funding

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

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

WHEREAS, on December 13, 2016 (Resolution No. 160132), the DART Board approved an Interlocal Agreement with DART and the City of Dallas for DART funding of the eligible street repair projects; and

WHEREAS, the City of Dallas seeks to amend Exhibit A of the agreement to add additional project categories described as design and construction of quiet zones on DART rail, sidewalk zones on Dallas completed street projects and traffic signal priority projects; and

WHEREAS, the maximum not-to-exceed cummulative amount in the agreement of $9,619,105 for the street repair project described in this agreement is within current Budget and FY 2019 Twenty-Year Financial Plan allocations; and

WHEREAS, the City of Dallas acknowledges in the amendment that funding obligations including the amended Exhibit A will not impact DART’s financial obligation; and

WHEREAS, DART staff has determined that these project categories are eligible for funding under the Street Repair Program approved on April 22, 1997 (Resolution No. 970068).

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 the First Amendment of the Interlocal Agreement with the City of Dallas for eligible street repair projects, substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review.
Approval to Execute First Amendment of Interlocal Agreement Between DART and City of Dallas for Eligible Street Repair Project Funding

Prepared by: ______________________
Todd Plesko
Vice President
Planning and Development

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

Approved as to form: ______________________
Gene Gamez
General Counsel

Approved by: ______________________
Gary C. Thomas
President/Executive Director
FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
DALLAS AREA RAPID TRANSIT AND CITY OF DALLAS
RELATED TO PROCUREMENT AND FINANCIAL MATTERS
FOR IMPLEMENTATION OF THE APPROVED CITY OF
DALLAS STREET REPAIR PROJECTS

This First Amendment ("First Amendment") to the Street Repair Agreement by and between Dallas Area Rapid Transit ("DART") and the CITY OF DALLAS ("CITY") 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 June 3, 2019, DART and CITY entered into an Interlocal Agreement Related to Procurement and Financial Matters for Implementation of the Approved City of Dallas Street Repair Projects ("Agreement") for DART funding of eligible street repair projects (referred to herein and in the Agreement as "Projects") which was approved by DART in DART Resolution 160132 on December 3, 2016; and

WHEREAS, DART and CITY wish to amend Exhibit A of the Agreement to reflect the Parties' intentions with regard to additional Projects being eligible for funding within the Agreement; and

WHEREAS, DART has verified that the additional Projects in the attached amended Exhibit A meet the Street Repair Program criteria, 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:\(^1\)

* * * * * * * *

SECTION 5. FUNDING AND REIMBURSEMENT PROCEDURES

The Parties hereby agree to amend and restate the Agreement by adding SECTION 5 (m) (NEW) to read as follows:

Section 5 (m). Completion of Projects. The Parties acknowledge funds available in the Agreement may be insufficient to complete the Projects in amended Exhibit A. CITY agrees it has or will locate other funding to complete the Projects. CITY may elect not to undertake all the Projects listed in the amended Exhibit A. In no instance will DART provide more than the cumulative amount of $9,619,105 in funding as reflected in Section 5 (h) hereof. In the event the funds remain available under the Agreement, CITY may substitute alternative eligible street Projects, only where DART bus service operates, without approval from DART.

* * * * * * * *

(NEW) SECTION 7: EXHIBIT

The Parties hereby agree to amend and restate the Agreement by amending Exhibit A to add an additional Project category to include planning, design, engineering and/or construction improvements at unspecified locations that directly support transit operations on or along DART Rail Corridors and/or DART bus routes, inclusive of “quiet zones” and “sidewalk zones” approved by DART staff in advance.

Section 8. No Further Modifications. All other provisions of the Agreement, other than as specifically addressed herein, shall remain in full force and effect.

\(^1\) Words in strike through type are deletions from the existing agreement; words in underlined type are additions.
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 last signed by a Party.

DALLAS AREA RAPID TRANSIT:

____________________________

By: ___________________________
Title: __________________________
Date: __________________________

CITY OF DALLAS

____________________________

By: ___________________________
Title: __________________________
Date: __________________________
AMENDED Exhibit A – Effective September 24, 2019

Project #1
Gladwood Lane (from Greenstone Drive to Boundbrook Avenue) and
Boundbrook Avenue (from Westfield Drive to Gladwood Lane):
Project #2
Coit Road South Bound (from Kit Lane to Brookgreen Drive):

Project #3
Round Table Drive (from King Arthur Drive to King James Drive):
Project #4 Garrison Drive (from Volga Avenue to Fordham Avenue):

Project #5
Morgan Drive (from San Jose Ave. to Palo Alto Drive) and
Nandina Drive (from Morgan Drive to Palo Alto Drive)
Project #6
Bonnie View Road (from St. Mary Avenue to Graham Avenue):

Project #7
Lindsley Avenue (from St. Mary Avenue to Graham Avenue):
Project #8
Matterhorn Drive (from Shiloh Road to Gus Thomasson Road)

DALLAS, TEXAS

Project #9
Senate Street (from St. Francis Avenue to Dilido Road) and Dilido Road (from Senate Street to Chenault Street):
Project # 10 Materhorn Drive (from Shiloh Road to Gus Thomasson Road)

DALLAS, TEXAS

LOCATION MAP
(MAPSCO 394 & J)
MATERHORN DRIVE - LENGTH = 3204 LF

PROJECT LOCATION

BEGIN PROJECT
STA. 10 + 30.00

END PROJECT
STA. 42 + 23.54

Project # 11 Senate Street (from St. Francis Avenue to Dilido Road) and

Project # 12 Dilido Road (from Senate Street to Chenault Street):
Project 14 Alternative Street Repair

Planning, design, engineering and/or construction of other street repair projects served by DART bus service as approved by DART staff in advance. This would be done only in the event that projects specifically identified above have already been completed, freeing up available funds from DART’s allocation of Street Repair and Principal Arterial Streets funds identified in the agreement.

Project 15 Miscellaneous Quiet Zone and Sidewalk Zones

Design and/or construction improvements at other unspecified locations that directly support transit operations on or along DART Rail Lines and/or bus routes inclusive of “quiet zones” and “sidewalk zones” approved by DART staff in advance.

Project 16 Traffic Signal Priority and Complete Street Projects

Design and/or construction of traffic signal priority projects, complete street projects, including bus infrastructure improvements as approved by DART staff in advance.
DATE: September 24, 2019

SUBJECT: Approval of an Interlocal Agreement with North Central Texas Council of Governments (NCTCOG) for the Funding of the Vanpool Services Program

RECOMMENDATION

Approval of a resolution authorizing the President/Executive Director or his designee to execute an Interlocal Agreement with North Central Texas Council of Governments (NCTCOG), substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review, for the funding of the Vanpool Services Program through August 31, 2020.

FINANCIAL CONSIDERATIONS

. Funding for the Vanpool Services Program, including vehicle leasing costs, program management, and other program expenses, is included in the Planning & Development Department's proposed FY 2020 operating budget.

. Sufficient funding for the vanpool services is included in both the Planning & Development Department's proposed FY 2020 operating budget and the total operating expense line item of the FY 2019 Twenty-Year Financial Plan.

. Funding for the DART Vanpool Program has been approved by the Regional Transportation Council (RTC) and is included in the State of Texas Transportation Improvement Program (TIP).

. DART's financial contribution to the program is in the form of staff time necessary to administer the program and an administrative fee to NCTCOG based on the total program cost.

. The Interlocal Agreement provides for the NCTCOG to reimburse DART for up to 35% of program costs. This amount and the monthly fees charged to vanpool participants collectively cover the majority of the program costs.

BUSINESS PURPOSE

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

. An Interlocal Agreement (ILA) for Vanpool Services between NCTCOG and DART has been in existence since 2000.
The DART Vanpool Program is designed to provide vanpools to commuters traveling within the air quality non-attainment area of Dallas, Tarrant, Denton and Collin Counties. Most of the trips made within the program address transportation needs where DART fixed-route services are not available.

The Metropolitan Planning Organization (MPO) for the metropolitan region, including the DART service area, is the North Central Texas Council of Governments (NCTCOG). The MPO approved funding for the DART Vanpool Program under the Surface Transportation Program/Metropolitan Mobility (STP/MM) Program of the Transportation Equity Act for the 21st Century (TEA-21).

The Vanpool Program currently has 178 vanpools and 1,298 riders.

Funding for the Vanpool Program has been approved by the RTC and is included in the TIP.

The Vanpool Program has historically been very cost effective. 60% of the cost is covered by vanpool passenger fees, and up to 35% of the cost is reimbursed to DART by the NCTCOG from Surface Transportation Program Block Grant Funds (formally STP/MM program funds). DART's financial contribution to the program (5%) is in the form of staff time necessary to administer the program and an administrative fee to NCTCOG based on the total Vanpool Program cost.

The current subrecipient agreement between DART and the NCTCOG does not expire until August 31, 2020. However, the Federal Transit Administration's review determined that the current subrecipient agreement did not meet FTA's new extensive requirements for the vanpool program description, therefore, requiring a new agreement.

LEGAL CONSIDERATIONS

Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes DART to contract or agree with another local government to perform governmental functions and services.
WHEREAS, the DART Vanpool Program is designed to provide vanpool service to commuters traveling long distances and in areas with little or no fixed-route service within Dallas, Tarrant, Denton and Collin Counties; and

WHEREAS, the Metropolitan Planning Organization (MPO) for the metropolitan region, including the DART service area, is the North Central Texas Council of Governments (NCTCOG). The MPO approved funding for the DART Vanpool Program under the Federal Highway Administration (FHWA) Surface Transportation Program Block Grant Funds; and

WHEREAS, funding for the vanpool program has been approved by the Regional Transportation Council (RTC) and is included in the State of Texas Transportation Improvement Program (TIP); and

WHEREAS, DART's financial contribution to the program is in the form of staff time necessary to administer the program and an administrative fee to NCTCOG based on the total Vanpool Program cost; and

WHEREAS, dialogue between NCTCOG and Federal Transit Administration (FTA) required a new agreement with additional language; and

WHEREAS, funding for this agreement is within proposed FY 2020 Budget and approved 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 an Interlocal Agreement with North Central Texas Council of Governments (NCTCOG), substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review, for the funding of the Vanpool Services Program through August 31, 2020.
Approval an Interlocal Agreement with North Central Texas Council of Governments (NCTCOG) for the Funding of the Vanpool Services Program

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

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

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

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

Approval of ILA for Vanpool Services
The North Central Texas Council of Governments
Implementation of Vanpool Services Agreement

Agreement Cover Sheet

Type of Agreement: Interlocal Cooperation Agreement for reimbursable activities to DART (DUNS#051097897)

Federal Award Identification Number (FAIN): 481402009L23E31; 481602684M23E30 & 481602680M23E30

Federal Award Funding Source: FHWA Surface Transportation Program Block Grant Funds (formerly referred to as Surface Transportation Program – Metropolitan Mobility Program Funds)

Federal Award Project Description and Performance Period: NCTCOG and the Texas Department of Transportation (TxDOT) have executed three Agreements which include funding to support the Vanpool Program:
- An Agreement executed on March 17, 2014 in the amount of two million one hundred forty thousand one hundred fifty dollars ($2,140,150), and
- An Agreement executed on August 29, 2016 in the amount of six million two hundred fifty-eight thousand six hundred forty-eight dollars ($6,258,648), and
- An Agreement executed on July 24, 2017 in the amount of two million six hundred twenty-nine thousand one hundred fifty dollars ($2,629,155),

CFDA Name & Number: Highway Planning & Construction 20.205

Award Amount: Funding amount identified in the Annual Work Program

DART Agreement Period: October 1, 2016 – August 31, 2020

Parties:

NCTCOG
North Central Texas Council of Governments
616 Six Flags Drive
Centerpoint II
Arlington, Texas 76011

Project Manager: Sonya Landrum
Principal Transportation Planner
817-695-9273
Slandrum@nctcog.org

DART
Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, TX 75202

Agreement Coordinator: Dan Dickerson
Senior Manager
214-749-2861
ddickerson@dart.org

Funding Agency
Texas Department of Transportation
118 E. Riverside Drive
Austin, Texas 78704

Project Manager: Nick Page
Nick.page@txdot.gov
FIRST AMENDED
INTERLOCAL COOPERATION AGREEMENT
Between
DALLAS AREA RAPID TRANSIT
and
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
for
VANPOOL SERVICES

THIS First Amended Interlocal Cooperation Agreement (the “ILA”) is made and entered into by and between Dallas Area Rapid Transit (“DART”), a regional transportation authority, and the North Central Texas Council Of Governments (“NCTCOG”) serving as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area.

WHEREAS, DART, as part of its regional transportation system, has been operating a multiplicity of transit services within its service area; and,

WHEREAS, environmental concerns within the Counties of Collin, Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwall make it necessary and desirable to implement non-traditional transit services in an effort to alleviate such concerns; and,

WHEREAS, NCTCOG has expressed a willingness and desire, subject to the availability of federal funds, to fund such non-traditional service to the extent authorized by the Regional Transportation Council (the “RTC”); and,

WHEREAS, the parties entered into an Interlocal Agreement (“Original Agreement”) on October 10, 2017, related to the provision of Vanpool Services. This ILA supersedes and replaces the Original Agreement.

In consideration of the premises and other good and valuable consideration herein set forth, the sufficiency of which is hereby acknowledged, DART and NCTCOG do hereby agree as follows:

1. SERVICE DESCRIPTION. The service to be provided by DART (the “Service”), shall consist of a vanpool program, which is a transportation demand management service designed to reduce commute vehicle trips to and from the workplace.

2. SERVICE AREA. The Service shall be provided within specific geographic areas, originating in Ellis, Hunt, Kaufman, Navarro, and Rockwall Counties, and must have a destination in Collin or Dallas Counties (“Service Area”). DART vanpools originating in Collin or Dallas Counties may have a destination anywhere within the Dallas-Fort Worth region.

3. ANNUAL WORK PLANS. NCTCOG and DART will work jointly to develop an Annual Work Plan detailing work activities to be completed during the term of the ILA.

4. U.S. DEPARTMENT OF TRANSPORTATION FUNDING. The parties acknowledge that continued implementation of the Service is contingent upon (1) execution of agreements between NCTCOG and TxDOT; (2) issuance of a Federal Project Agreement & Authorization by FHWA; and (3) issuance of a Notice to Proceed by TxDOT. Costs incurred by DART outside of the period of performance associated with U.S. Department of Transportation Funding are ineligible for reimbursement.
In the event FHWA or TxDOT disapproves a Federal Project Agreement & Authorization or Notice to Proceed, the maximum liability to NCTCOG and DART is the funds that are available and remaining in the Original Agreement.

5. DART OBLIGATIONS.

5.01. Providing Service to Commuters. To the extent of funding by NCTCOG, DART will provide the Service for commuters who have an origin or destination within the Service Area, as outlined in Article 2, targeting commuters who must travel long distances and have little or no fixed-route transit service available to them.

5.02. Providing Service to Employers. To the extent of funding by NCTCOG, DART will provide the Service to employers within the Service Area.

5.03. Local Contribution. DART shall provide a local contribution in accordance with the Annual Work Plan and 2 Code of Federal Regulations (CFR) 200, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“2 CFR 200”). A portion of the local contribution shall be provided in cash for NCTCOG staff program administration, as more specifically defined and described in the Annual Work Plan.

5.04. Coordination of Service. DART will coordinate the Service with other transportation service providers operating within and beyond the Service Area.

5.05. Performance Reporting. Performance reports shall be submitted to NCTCOG on a monthly basis for the term of this ILA as designated in the Annual Work Plan.

5.06. Annual Vehicle Performance Reports & Participation Guidelines. Annual vehicle performance reports and program participation guidelines shall be submitted to NCTCOG on a yearly basis and subsequent to revisions in vanpool policy guidelines or vehicle information for the term of this ILA, as designated in the Annual Work Plan.

5.07. Invoicing. DART will prepare and submit monthly invoices to NCTCOG as designated in the Annual Work Plan. Only eligible expenses, as defined in the 2 CFR 200, will be reimbursed. For reimbursement to occur, monthly performance reports must accompany any invoices submitted to NCTCOG.

5.08. Procurement Standards. DART agrees that its purchase or lease of vehicles under this ILA will comply with the procurement standards and provisions of 2 CFR Part 200.317- 326. NCTCOG may require DART to submit their procurement procedures and a written code of conduct prior to commencing the procurement for approval, as detailed in Attachment A, Third Party Procurement Procedures. If DART fails to meet these requirements NCTCOG may deny reimbursement requests. If such failure is determined after reimbursement has been made, DART, agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by NCTCOG, the State, or the U.S. Department of Transportation or its agents. DART shall provide NCTCOG a written certification of compliance with 2 CFR 200.317- 326 prior to purchasing or leasing any items under this ILA.
5.09. **Indirect Costs.** DART’s negotiated Indirect Costs rate under this ILA is 0%.

5.10. **Compliance.** All activities funded, operated, and maintained under this ILA must be in compliance with the 2 CFR 200 and other Federal, State, and local law.

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

6. **NCTCOG OBLIGATIONS.**

   6.01. **Funding the Service.** Subject to the availability and allocation of federal funds by the RTC, NCTCOG will fund DART’s provision of the Service as agreed by DART and NCTCOG through approval of the Annual Work Plan.

   6.02. **Payments.** Federal funds applicable to this ILA shall be transmitted from the appropriate governmental agency to DART through NCTCOG in accordance with all applicable laws and regulations.

   6.03. **Administrative Costs.** Administrative expenses incurred by NCTCOG for implementation of the Vanpool Program shall be funded with available federal funds and cash contributed by DART.

7. **PERFORMANCE EVALUATION.** The program funded pursuant to this ILA will be monitored and evaluated in accordance with NCTCOG reporting and performance standards.

8. **TERM.** This ILA shall begin on the 1st day of October, 2016 and continue until the 31st day of August, 2020, unless terminated at an earlier date by either party, giving 30 days notice to the other party. If the agreement is terminated, all expenses incurred prior to the date of termination shall be reimbursed to DART, if incurred consistent with the terms and eligibility of the Agreement.

9. **MISCELLANEOUS.**

   9.01. **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 or sent by certified mail, return receipt requested, in a postage paid envelope addressed to the party at the address listed below:

   **DART**
   President/Executive Director
   PO Box 660163
   Dallas, Texas 75266-7202

   **NCTCOG**
   Executive Director
   PO Box 5888
   Arlington, Texas 76005-5888
9.02. **Assignment.** This ILA shall not be assigned without consent of both parties.

9.03. **Governing Law.** This ILA shall be construed and enforced in accordance with the laws of the State of Texas.

9.04. **Entirety and Amendments.** This ILA 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.

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

9.06. **Number and Gender.** Words of any gender used in this ILA 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.

9.07. **Indemnification.** To the extent allowed by law, DART will indemnify NCTCOG from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs, and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by error, omission, or negligent act of the other party, arising out of or in connection with the performance of the ILA. DART, however, is in no way waiving herein nor shall it be deemed to have waived herein, any defenses available to DART under Texas or other applicable law, including, without limitation, governmental immunity and limits on and defenses to tort claims.

ARTICLE 10. REQUIRED FEDERAL CLAUSES

10.01. **Equal Employment Opportunity.** DART shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. DART shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.02. **Davis-Bacon Act.** DART agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
10.03. **Contract Work Hours and Selection Standards.** DART agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this ILA indicates any employment of mechanics or laborers.

10.04. **Rights to Invention Made Under Contract or Agreement.** DART agrees to comply with all applicable provisions of 37 CFR Part 401.

10.05. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** DART agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

10.06. **Debarment/Suspension.** DART is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. DART and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Attachment B of this ILA.

10.07. **Restrictions on Lobbying.** DART is prohibited from using these funds for lobbying purposes; DART shall comply with the special provision "Restrictions on Lobbying," which is included as Attachment C of this ILA. DART shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

**ATTACHMENTS**

The following attachments are made part of this ILA.

- **Attachment A:** Third Party Procurement Procedures
- **Attachment B:** Lower Tier Participant Debarment Certification  
- **Attachment C:** Lobbying Certification and Disclosure of Lobbying Activities
- **Attachment D:** TxDOT Flow down Provisions

**SIGNATURES ON NEXT PAGE**
IN WITNESS WHEREOF, the parties have executed this ILA in duplicate originals. This Agreement becomes effective on the day the last party signs below.

DALLAS AREA RAPID TRANSIT:

By: ____________________________
Name: GARY C. THOMAS,
Title: President/Executive Director
Date: __________________________

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS:

By: ____________________________
Name: MIKE EASTLAND
Title: Executive Director
Date: __________________________
ATTACHMENT A
THIRD PARTY PROCUREMENT PROCEDURES
1. BACKGROUND
The purpose of the 3rd Party Procurement Review procedure is to establish standards and guidelines for the North Central Texas Council of Governments’ (NCTCOG) to evaluate the potential risks and oversight responsibilities for our subgrantees who will procure goods and services through Third Party Contracts, in accordance with 2 CFR Part 200.317-326.¹

The implementation of the procedure outlined below should act to:
- Demonstrate compliance with grant requirements;
- Minimize NCTCOG’s exposure to legal and compliance issues, including subsequent financial loss;
- Identify the various levels of procurement scrutiny by our federal partners associated with different partners, agencies, and firms;
- Identify the level of review needed to ensure compliance with regulations;
- Ensure fair, open, competitive opportunities for all parties involved in procurements.

2. PROCEDURE

Compliance with Federal Regulations
Subgrantees shall comply with applicable federal, State and local laws and regulations, and conform to the standards set forth in 2 CFR Part 200 or applicable governing standards published by the awarding agency. These guidelines apply to purchases for contractual services, commodities, and equipment funded with federal and State funds.

Use of Lower-Tier Subgrantees
If the provisions of a NCTCOG agreement allow a lower-tier subgrantee to manage and administer NCTCOG supported projects, the lower-tier subgrantee must also comply with applicable federal, State, and local laws, and all guidelines established by the applicable funding agency.

Conflict of Interest
There can be no conflict of interest, real or apparent, in the award or administration of a contract supported by federal funds. The subgrantee shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.

Open and Fair Competition
All procurement transactions shall be conducted in a manner that provides maximum open and fair competition consistent with 2 CFR Part 200 or applicable federal law. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to, the following:
- Placing unreasonable requirements on firms/service providers/vendors/consultants in order for them to qualify to do business;

¹ UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS; Cost Principles and Audit Requirements for Federal Awards
Placing geographical preferences in the evaluation of bids or proposals;
- Noncompetitive practices between firms/service providers;
- Organization conflicts of interest;
- Requiring unnecessary experience and excessive bonding requirements; and,
- Any arbitrary action in the procurement process.

Written Procurement Policies
The subgrantee shall have written procurement procedures and may adopt by reference procedural requirements of 2 CFR Part 200 or applicable federal law.

Procurement Guidelines
NCTCOG, in reviewing subgrantee procurement procedures and policies, will determine consistency with 2 CFR Part 200 or the applicable federal law regulating procurement. Stated therein are the governing regulations and implementing guidelines for all procurement activity undertaken with grant funds. Some of those items, with particular applicability to NCTCOG grants, are:

1. Subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
2. Procedures will allow for analysis of the most economical approach in purchasing, including lease versus purchase alternatives. Each proposed procurement must be reviewed to avoid the purchase of unnecessary or duplicative items.
3. Subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
4. Subgrantees will maintain records sufficient to detail the significant history of procurement.
5. These standards do not relieve the subgrantee of any contractual responsibilities under its NCTCOG contracts. The subgrantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual administrative issues arising out of any procurement entered in support of a NCTCOG grant. These include, but are not limited to, source evaluation, protests, disputes, and claims.

Subgrantee Files
Each subgrantee must maintain adequate files to support any purchases made. A copy of the quotes that were obtained (purchases between $3,000.00 and $150,000.00) or a copy of the legal notice must also be on file to support the choice of lowest and/or best bid. The subgrantee must provide adequate justification if the purchase is not awarded to lowest and/or best bidder.
Method of Procurement

All procurement transactions shall be made by one of the following methods. NCTCOG reserves the right to request any and all documentation, either in advance or upon completion of procurement activities, as deemed necessary.

1. PROCUREMENT BY SMALL PURCHASE PROCEDURES
   - For procurement of services, supplies, or other property with an aggregate cost under $150,000\(^3\), written price or rate quotations shall be obtained from at least two qualified sources. The aggregate sum of all items being purchased is considered one purchase.
   - Purchases equal to or under $3,000- Purchases which do not involve the expenditure of more than $3,000, exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive quotes; provided, however, that nothing contained in this paragraph shall be construed to prohibit any agency or governing authority from establishing procedures which require competitive quotes on purchases under $3,000.
   - Purchases equal to or under $150,000- Purchases which involve the expenditure of at least $3,000 but not more than $150,000, exclusive of freight and shipping charges, may be made from the lowest and best contractor without publishing or posting advertisements for bids, provided at least two competitive written quotes have been obtained. The term “competitive written quotes” means a quote submitted on a quote form furnished by the subgrantee and signed by authorized personnel representing the contractor, or a quote submitted on a contractor’s letterhead or quote form signed by authorized personnel representing the contractor.

2. PROCUREMENT BY SEALED BIDS
   - Purchases over $150,000- Public advertisement once each week for two consecutive weeks for competitive sealed bids is required for all purchases which exceed $150,000. Bids may not be due less than seven working days following the date the last advertisement appears in the public forum.

Purchases which involve expenditure of more than $150,000, exclusive of freight and shipping charges shall be made from the lowest and best bidder after publicly advertising for competitive sealed bids once each week for two consecutive weeks. The date, as published, for the bid opening, shall not be less than seven working days after the published notice has been completed. The notice shall state the time and place at which bids shall be received; types of supplies, and/or equipment to be purchased, and the contact person. If plans or specifications are not published, notice should state where copies may be obtained. Specifications shall be written so as not to exclude any supplier.

\(^2\)Explicit federal and State regulations apply to each procurement method. Subgrantees may proceed with procurement activities only after careful study of the regulations reveals all requirements have been met.

\(^3\)This purchase threshold is to be utilized for subgrantee procurements with federal funds. Separate thresholds may be permitted or required under state law for state funded grants.
3. **PROCUREMENT BY COMPETITIVE PROPOSALS**

   **Purchases over $150,000** - Formally publicizing a Request for Proposals which normally results in conducting competitive negotiation with more than one source submitting an offer. This method is generally used when conditions are not appropriate for the use of sealed bids. All evaluation factors and their relative importance will be identified. There will be procedures for technical evaluations of the proposal and selection of an awardee. Awards are made to the proposal most advantageous to the program, with price and other factors considered.

4. **SOLE SOURCE PROCUREMENT**

   Noncompetitive items are those available from one source only. In connection with the purchase of noncompetitive items only available from one source, a certification of the conditions and circumstances requiring the purchase shall be filed by the subgrantee with the appropriate NCTCOG project manager. Upon receipt by the NCTCOG project manager, the certification will be forwarded to the appropriate NCTCOG personnel for approval of the request.

   Only after receiving authorization from NCTCOG will the purchase be deemed a sole source procurement. All authorizations must be received prior to any procurement transactions. The appropriate NCTCOG personnel may authorize a sole source procurement under the conditions defined in state law, provided that the sole source procurement shall be made according to the established purchasing rules and regulations and shall not be made so as to circumvent the competitive purchasing requirements.

5. **PURCHASES UNDER GOVERNMENTAL COOPERATIVE PURCHASING PROGRAMS**

   Public entities that can purchase under State contracts or other governmental cooperative purchasing programs can do so without prior approval or obtaining written quotes. All other purchases must follow the guidelines outlined in the Contracting Procurement Procedures.

6. **EMERGENCY PROCUREMENT**

   NCTCOG may approve an emergency procurement under the conditions defined in federal and State law, provided such emergency procurement shall be made with such competition as is practicable under the circumstances.

7. **ADVERTISING PROCUREMENTS**

   Procurements to solicit various advertising activities are exempt from a competitive procurement requirement. Generally, the procurement of these items are done through competitive written quotes to ensure a fair and reasonable price is received for those services.
ATTACHMENT B

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION
ATTACHMENT B – DEBARMENT CERTIFICATION

CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS AND COOPERATIVE AGREEMENTS REGARDING DEBARMENT AND SUSPENSIONS

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. NCTCOG has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 C.F.R. Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or any explanation may disqualify that person from participating in the project.

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than $25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than $25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Attachment B.1 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.
CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 49 CFR 29 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction
- any procurement contract for goods or services when the estimated cost is $25,000 or more
- any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A procurement transaction is the process of acquiring goods and services.

A nonprocurement transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED REPRESENTATIVES OF THE STATE OR THE U.S. DEPARTMENT OF TRANSPORTATION UPON REQUEST.
ATTACHMENT B.1

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION
(Negotiated Contracts)

_____________________________________________________, being duly
sworn or under penalty of perjury under the laws of the United States, certifies that neither
_____________________________________________________, nor its principals
are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction
  by any federal department or agency.

Where the above identified lower tier participant is unable to certify to any of the above
statements in this certification, such prospective participant shall indicate below to whom the
exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining
contractor responsibility. Providing false information may result in criminal prosecution or
administrative sanctions.

EXCEPTIONS:

Signature of Certifying Official

___________________________________________

Title

___________________________________________

Date of Certification

Form 1734
Rev.10-91
TPFS
ATTACHMENT C

LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES
ATTACHMENT C
LOBBYING CERTIFICATION

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding $100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of $100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding $100,000, NCTCOG requires its subcontractors of that grant to file a certification, set for in Attachment C.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Attachment C.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.
ATTACHMENT C.1
LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

________________________________________
Signature

________________________________________
Title

________________________________________
Agency

________________________________________
Date

TxDOT
1-91
TPFS
**ATTACHMENT C.2**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See instructions for public burden disclosure)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material charge</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td></td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime</td>
<td>Congressional District, if known:</td>
</tr>
<tr>
<td>Tier ____ if known</td>
<td>Congressional District, if known:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Federal Department Agency:</th>
<th>7. Federal Program Name/Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CFDA Number if applicable:_________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
</tr>
</thead>
<tbody>
<tr>
<td>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</td>
<td>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. Amount of Payment (check all that apply):</th>
<th>13. Type of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_____________________________ • actual • planned</td>
<td>• a. retainer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Form of payment (check all that apply):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. cash</td>
<td>• b. one-time fee</td>
</tr>
<tr>
<td>b. in-kind specify: nature___________________</td>
<td>• c. commission</td>
</tr>
</tbody>
</table>

| value______________________________ | d. contingent fee |

<table>
<thead>
<tr>
<th>14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</td>
<td></td>
</tr>
</tbody>
</table>

| 15. Continuation sheet(s) SF-LLL-A attached: | 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. |
|-----------------------------------------------|____________________________________________________________________________________|
| Yes                                           | Signature:________________________________________________________________________|
| No                                            | Print Name:_______________________________________________________________________|
|                                              | Title:___________________________________________________________________________|
|                                              | Telephone:_________________________ Date:________________________________________|

**Federal Use Only:**

Authorized for Local Reproduction Standard Form - LLL
INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 40 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employees, or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
ATTACHMENT D
TxDOT FLOW DOWN PROVISIONS
1. Civil Rights Compliance
   a. Compliance with Regulations: DART will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
   b. Nondiscrimination: DART, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. DART will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
   c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by DART for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by DART of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
   d. Information and Reports: DART will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of DART is in the exclusive possession of another who fails or refuses to furnish this information, DART will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
   e. Sanctions for Noncompliance: In the event of DART’s noncompliance with the Nondiscrimination provisions of this contract, NCTCOG will impose such contract sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to:
      i. withholding of payments to DART under the contract until the DART complies and/or
      ii. cancelling, terminating, or suspending of the contract, in whole or in part.
   f. Incorporation of Provisions: DART will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. DART will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if DART becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, DART may request the State to enter into such litigation to protect the interests of the State. In addition, DART may request
the United States to enter into such litigation to protect the interests of the United States.

2. Disadvantaged Business Enterprise Program Requirements
   a. DART shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. DART shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts.
   b. Each sub-award or sub-contract must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

3. Federal Funding Accountability and Transparency Act Requirements
   a. As a recipient of funds under this agreement DART agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

      [Links to FFATA regulations]

   b. DART agrees that it shall:
      i. Obtain and provide to NCTCOG a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
      ii. Obtain and provide to NCTCOG a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and

   c. Report total compensation and names of its top five (5) executives to the State if:
i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

4. Single Audit Report
   a. DART shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
   b. If threshold expenditures of $750,000 or more are met during the fiscal year, DART must submit a Single Audit Report and Management Letter (if applicable) to NCTCOG.
   c. If expenditures of less than the threshold during DART's fiscal year, DART must submit a statement to NCTCOG as follows: "We did not meet the $______ expenditure threshold and therefore, are not required to have a single audit performed for FY ______."
   d. For each year the project remains open for federal funding expenditures, DART will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

5. Pertinent Non-Discrimination Authorities
   During the performance of this contract DART, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
   b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

l. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
Agenda Report

DATE: September 24, 2019

SUBJECT: Briefing on the DARTzoom Service Change Marketing and Communication Plan

RECOMMENDATION

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

BUSINESS PURPOSE

. The purpose of this item is to brief the committee on the marketing, communications and outreach plans titled DARTzoom(sm) which informed the community and stakeholders about the August 12, 2019 Service Change.

. The briefing will describe the marketing plans engaging key audiences before, during and, after the important August 12 service change. The comprehensive plan addresses customers or current riders, bus operators, key stakeholders and, the community at-large.

. This item supports Board Strategic Priority 1: Continually improve service and safety experiences and perceptions for customers and the public.
Agenda Report

DATE: September 24, 2019

SUBJECT: Briefing on Marketing and Outreach Plan for the Low-Income Discounted Fare Pilot Program

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

BUSINESS PURPOSE

• The purpose of this briefing is to provide a timeline and milestones for the Marketing and Outreach plan to reach prospective riders that meet the discounted fare program eligibility requirements.

• The objective of the Marketing and Outreach plan is to raise awareness of DART’s new Low-Income Discounted Fare Pilot Program and evaluate the size of the respective low-income rider market.

• The Marketing and Outreach plan leverages:
  • DART’s relationships with local social service agencies that currently provide reduced fare passes;
  • Geographic/ZIP code focus to identify potential program participants; and
  • New eligibility requirements are based on Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Comprehensive Energy Assistance Program (CEAP), and Medicaid.

• This briefing will help achieve DART Board Strategic Priority 1: Continually improve service and safety experiences and perceptions for customers and the public.
DATE: September 24, 2019

SUBJECT: Briefing on the Silver Line Communication Plan

RECOMMENDATION

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

BUSINESS PURPOSE

. This briefing will provide an update for the Silver Line communication and launch plans leading up to revenue service in December 2022.

. Background:

  . The name "Silver Line" has been approved as the name of the DART service that will run along the Cotton Belt corridor. The Board has also approved the vehicle color scheme.
  . The briefing will communicate a transition, awareness and, education plan for the public and key stakeholders as we migrate to the Silver Line brand name and move towards the opening.

. Updates:

  . The Education Outreach team has initiated meetings with the schools identified in the Final Environmental Impact Statement (FEIS). Engagement with the schools provides information on the safety around the rail corridor, awareness of the upcoming rail service, and to generate buzz starting in 2019.
  . Between March - August 2019, Community Affairs held 201 meetings to engage the community which include: Transit Education Outreach Programs, Betterments Workshops, visits with Principals, Art and Design Activities, and Quarterly Update Meetings.

  . External Relations has implemented ongoing media relations, focused regional education, and DART rider engagement campaigns to inform and educate the public concerning the progress of the Silver Line development. This includes:

    . Press Releases
    . DART Daily Posts
    . DART Website Content
    . Social Media Engagement
    . Consumer Media Story Placements
    . Trade Publication Media Placements
    . Based on the approved colors and design, DART staff will work with the vehicle manufacturer to optimize the design and Silver color (in concert with the DART blue and yellow).
    . The Silver Line conversion plan will involve timing that serves to transition from the “Cotton Belt” naming for those who have referenced this for some time, and a plan for those who are
less familiar.

- Groundbreaking Event occurred September 19, 2019.
- Additional key milestones will provide awareness for the Silver Line.

- This briefing item supports Board Strategic Priority 1: Continually improve service and safety experiences and perceptions for customers and the public.