

Agenda

Dallas Area Rapid Transit Mobility Service, LGC
Board of Directors Meeting
Tuesday, September 10, 2024, 1:00 P.M.
DART Conference Room C – 1st Floor
1401 Pacific Ave., Dallas, Texas 75202
(Estimated Meeting Time: 30 minutes)

1. Approval of Minutes: August 13, 2024
2. Approval of the First Amendment to the Interlocal Agreement by and Between Dallas Area Rapid Transit, McKinney Urban Transit District, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Exercise an Option Year and for GoPass® Functionality Development
[5 minutes - presentation; 5 minutes - Q&A]
3. Approval of FY 2025 Annual Budget for the Dallas Area Rapid Transit Mobility Service, Local Government Corporation
[5 minutes - presentation; 5 minutes - Q&A]
4. Identification of Future Agenda Items
5. Adjournment

The DART Mobility Service, LGC, may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues.

This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please contact Community Affairs at 214-749-2799, 48 hours in advance.

DART Mobility Service, LGC Board of Directors –
Chair – Gary A. Slagel
Members – Jamie Adelman, Nadine S. Lee,
Rodney Schlosser, and Rob Smith

MINUTES
DALLAS AREA RAPID TRANSIT MOBILITY SERVICE, LGC
BOARD OF DIRECTORS’
August 13, 2024

The Dallas Area Rapid Transit Mobility Service, LGC Board of Directors’ meeting convened on **Tuesday, August 13, 2024**, at **1:00 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Slagel presiding. Please note that these Minutes are only a brief summation and not a transcript of the meeting. For the full meeting, please visit: <https://www.dart.org/about/public-access-information/board-meetings-information/dart-board-meeting-video>.

LGC Board Member	Role
<input type="checkbox"/> Gary A. Slagel	Chair
<input type="checkbox"/> Nadine S. Lee	Vice Chair
<input checked="" type="checkbox"/> Rodney Schlosser	Secretary
<input type="checkbox"/> Rob Smith	Member
<input type="checkbox"/> VACANT	Member

Corporation Officers	
<input type="checkbox"/> Rob Smith	President
<input type="checkbox"/> Nadine S. Lee	Vice President
<input type="checkbox"/> Dee Leggett	Secretary
<input type="checkbox"/> Tadele Gelassie	Treasurer
<input type="checkbox"/> VACANT	Assistant Treasurer

= not present

The following DART Board Members were present: Carmen Garcia and Enrique MacGregor.

Others present: Gene Gamez, Jamie Adelman, Ryan McCutchan, and Paul Gagliano.

1. Approval of the Minutes: June 11, 2024

Director Smith moved to accept the June 11, 2024, Dallas Area Rapid Transit Mobility Service, LGC Board of Directors Meeting Minutes into the record as written.

Director Lee seconded, and the Minutes were accepted unanimously.

2. Appointment of Assistant Treasurer of the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, for a Term Ending December 31, 2024

Ryan McCutchan, Project Manager II, Service Planning and Scheduling briefed the Board (slides on file with the Office of Board Support).

Director Smith moved to approve that the Dallas Area Rapid Transit Mobility Service, Local Government Corporation (LGC), Board of Directors appoint the following person to serve as the Assistant Treasurer for the remainder of the current two-year term to begin on the date of execution of this resolution and to expire on December 31, 2024, provided that should their employment with DART terminate, their term as officer of the Corporation will expire:

Assistant Treasurer: Jamie Adelman

Director Lee seconded, and the item was approved unanimously.

3. **Approval to Authorize Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Execute a Third Amended Interlocal Agreement with the Inland Port Transportation Management Association for GoLink Services**

Ryan McCutchan briefed the Board on Agenda Item 3, and Agenda Item 4, Approval to Authorize Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Execute a Third Amended Interlocal Agreement with STAR Transit for Inland Port Transportation Management Association Services jointly (slides on file with the Office of Board Support.

Director Lee moved to approve Agenda Items 3 and 4 jointly.

Moved to approve that the President of the Dallas Area Rapid Transit Mobility Service, LGC, or his designee is authorized to execute a Third Amended Interlocal Service Agreement with the Inland Port Transportation Management Association (IPTMA), substantially in the form as shown in Exhibit 1 to the Resolution, with a contract value of \$1,203,000, plus a contingency of \$100,000 for a total authorized amount not to exceed \$1,303,000 to provide GoLink services.

4. **Approval to Authorize Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Execute a Third Amended Interlocal Agreement with STAR Transit for Inland Port Transportation Management Association Services**

Moved to approve that the President of the Dallas Area Rapid Transit Mobility Service, LGC, or his designee is authorized to execute a Third Amended Interlocal Service Agreement with the Inland Port Transportation Management Association (IPTMA), substantially in the form as shown in Exhibit 1 to the Resolution, with a contract value of \$1,203,000, plus a contingency of \$100,000 for a total authorized amount not to exceed \$1,303,000 to provide GoLink services.

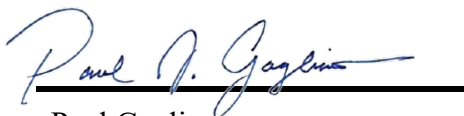
Director Smith seconded, and the items were approved unanimously.

5. **Identification of future agenda items**

There were no future agenda items identified at this time.

6. **Adjournment**

There being no further business to discuss, the meeting was adjourned at 1:12 p.m.



Paul Gagliano

Secretary of the Board

/pg

Agenda Report

Dallas Area Rapid Transit Mobility Service, LGC

DATE: September 10, 2024

SUBJECT: Approval of the First Amendment to the Interlocal Agreement by and Between Dallas Area Rapid Transit, McKinney Urban Transit District, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Exercise an Option Year and for GoPass® Functionality Development

RECOMMENDATION

Approval of a resolution authorizing the President of the Dallas Area Rapid Transit (DART) Mobility Service, Local Government Corporation (LGC), or his designee to execute the First Amendment to the Interlocal Agreement (ILA) with McKinney Urban Transit District (MUTD) and DART, substantially in the form as shown in Exhibit 1 to the Resolution and subject to approval by the DART Board of Directors, exercising the first of two option years and for GoPass® functionality development for a value not to exceed \$146,000.

FINANCIAL CONSIDERATIONS

Revenue to LGC and DART

- Exercising the first option year results in:
 - A one-time fee of \$54,000 for one year of Program Management and Operation on the GoPass platform for MUTD.
 - A one-time fee of \$6,000 for one year of Premium Service Level Agreement Fee (SLA) to cover the operation of the GoPass platform for MUTD.
- Development of microtransit variable pricing functionality at a price not to exceed \$86,000.

DART Costs

- DART will pay \$30,000 towards the development of the microtransit variable pricing functionality.
- The cost for this development is included in the FY 2024 capital project budget for GoPass App Enhancements and is included in the Agency-Wide capital line item of the FY 2024 20-Year Financial Plan.

BUSINESS PURPOSE

- MUTD's Board approved the initial ILA for GoPass® on September 13, 2021, and the DART Board approved the ILA on September 28, 2021.

- On September 28, 2021 (LGC Resolution No. LGC210008), the Board authorized the President of the DART LGC, or his designee, to execute an ILA, for GoPass® licensing with MUTD.
- MUTD has requested to exercise the first of two options years, negotiated as part of the original ILA.
- MUTD has also requested development of variable pricing functionality for microtransit service provided in their service area.
- MUTD is updating the program from a flat fare-based service to a variable priced service in which Kuba will design and test this functionality to be implemented by January 2, 2025.
- MUTD will pay up to \$86,000 and DART will contribute \$30,000 for the development of the variable priced service in which DART will retain the rights to use and market this service for future applications.

LEGAL CONSIDERATIONS

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

DRAFT

RESOLUTION

of the

**DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)**

Approval of the First Amendment to the Interlocal Agreement by and Between Dallas Area Rapid Transit, McKinney Urban Transit District, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Exercise an Option Year and for GoPass® Functionality Development

WHEREAS, Dallas Area Rapid Transit (DART) created the DART Mobility Service, Local Government Corporation (LGC), for the purpose of providing contracted public transportation services primarily outside the boundaries of the DART Service Area; and

WHEREAS, DART was approached by McKinney Urban Transit District (MUTD) to sublicense the GoPass application for use by agreement across the MUTD Service Area; and

WHEREAS, DART and MUTD share objectives for utilization of the GoPass application for trip planning and mobile ticketing across the DFW region; and

WHEREAS, on September 28, 2021 (LGC Resolution No. LGC210008), the Board authorized the President of the DART LGC, or his designee, to execute an ILA for GoPass Licensing with MUTD; and

WHEREAS, MUTD would like to exercise the first of two option years available in the ILA; and

WHEREAS, MUTD is updating their program from a flat fare-based service to a variable priced service in which Kuba will design and deliver the functionality by January 2, 2025; and

WHEREAS, MUTD will pay up to \$86,000 and DART will contribute \$30,000 for the development of the variable priced service in which DART will retain the rights to use and market this service for future applications; and

WHEREAS, payment for services provided by DART to MUTD detailed in this agreement up to, but not exceeding, \$146,000 will be paid by MUTD to LGC and on to DART; and

WHEREAS, the DART portion of the cost for the app development is included in the FY 2024 capital project budget for GoPass App Enhancements and is included in the Agency-Wide capital line item of the FY 2024 20-Year Financial Plan.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit (DART) Mobility Service, Local Government Corporation (LGC), Board of Directors that the President of DART Mobility Service, LGC, or his designee, is authorized to execute the First Amendment to the Interlocal Agreement with McKinney Urban Transit District and DART exercising the first of two option years and for GoPass® functionality development for a value not to exceed \$146,000, substantially in the form as shown in Exhibit 1 to the Resolution and subject to approval by the DART Board of Directors.

Approval of the First Amendment to the Interlocal Agreement by and Between Dallas Area Rapid Transit, McKinney Urban Transit District, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Exercise an Option Year and for GoPass® Functionality Development

EXECUTED as of this 10th day of September 2024.

DIRECTORS

Gary Slagel
Chair

Nadine S. Lee
Vice-Chair

Rodney L. Schlosser
Secretary

Robert W. Smith
LGC President

INTERLOCAL AGREEMENT FOR GOPASS SUBSCRIPTION AND LICENSE

This agreement ("Agreement") between the City of McKinney, Texas, a Texas home-rule municipal corporation, ("MUTD"), located at 222 North Tennessee Street, MUTD, TX 75069, Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas, TX 75202, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation ("LGC"), (each referred to as a "Party" and collectively as the "Parties"). The Agreement governs MUTD's Use (defined below) of a certain mobile ticketing application, generally referred to as "GoPass®," limited as set forth herein.

WHEREAS, McKinney Urban Transit District ("MUTD") is an urban transit district formed under Texas Transportation Code Chapter 458 in June 2016 that receives federal, state, and local funds for public transit operations ("System") in the McKinney Urbanized Area ("MUA") which MUA includes the cities of MUTD, Celina, Princeton, Prosper, Melissa, and Lowry Crossing; and

WHEREAS, MUTD entered into an agreement with MUTD under the authority of the Interlocal Cooperation Act of 1971, as amended and codified in Chapter 791 of the Texas Government Code, designating MUTD as its direct grant administrator and authorizing MUTD to pursue, apply, and receive any federal and state grants on behalf of the MUTD (the "ILA"); and

WHEREAS, MUTD also granted to MUTD by and through said ILA all powers necessary to administer the System including, but not limited to, the power to contract, to acquire and own real and personal property, and to accept and expend grant funds from governmental entities, federal and state agencies, and individuals; and

WHEREAS, MUTD also granted to MUTD by and through said ILA the obligation to contract with a transportation provider ("Provider") on behalf of MUTD to provide "Transit Services" (defined below) within the MUA; and

WHEREAS, DART has a contractual relationship with Kuba Payments & Mobility ApS ("Kuba"). Kuba maintains, develops, and hosts the System (defined below) and provides support services as defined in the Service Level Agreement ("SLA"); and

WHEREAS, MUTD desires, under the terms of this Agreement, to access and utilize the System; and

WHEREAS, LGC was organized for the purpose of acting on behalf of Dallas Area Rapid Transit ("DART") in the performance of its governmental functions of providing a public transportation system by contracting to provide public transportation services outside the DART Service Area; and

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

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

1. **DEFINITIONS.**
 - a. "Acceptance," as used herein, means the act of an authorized representative of MUTD who approves specific services as partial or complete performance of this Agreement.
 - b. "App" or "Application" means the customer facing aspects of the System.
 - c. "Back Office" means the portion of the System which administers and supports the Application.
 - d. "Confidential Information" means all information relating to the System, including the results of any testing performed under this Agreement. Confidential Information is made up of proprietary and trade secret information.
 - e. "Correction," as used herein, means the elimination of a defect.
 - f. "Documentation" means the System technical manuals, training materials, specifications or other documentation applicable to the System software provided to MUTD by DART.
 - g. "Licensor" means Kuba. Kuba ApS may also be referred to as "Kuba" throughout this Agreement.
 - h. "System" means the mobile ticketing application, the software, and the back office related to GoPass and any Upgrades made available hereunder to MUTD by DART.
 - i. "Upgrades" means all updates, upgrades, bug fixes, error corrections, enhancements and any other modifications to the System and backup copies of the related software.
 - j. "Use" or "Using" means to download, install, activate, access, or otherwise use the System.
2. **ACCEPTANCE OF TERMS.** By signing this Agreement, MUTD agrees to be bound by the terms of the Agreement. The undersigned signatories on behalf of MUTDMUTD, DART, and LGC represent they have signing authority. If the undersigned do not have such authority, MUTD may not Use the System provided by DART in any way, it may not be installed or downloaded, and it must be returned to DART in accordance with the notice provision here within three (3) days of the date MUTD received the software.
3. **LICENSE, CONDITIONS, AND OWNERSHIP**
 - a. Subject to payment of the License Fees (defined below) set forth in Exhibit A, attached hereto and incorporated herein for all purposes, as well as compliance with this Agreement, DART grants MUTD a limited, non- exclusive and non-transferable license to Use the System as set forth herein and solely for MUTD's internal operations, in accordance with the Documentation, and within MUTD's existing service area. MUTD is solely responsible for the consequences of MUTD's use including, without limitation, obtaining any and all permits, licenses and other regulatory or other approvals required for such Use. MUTD hereby accepts all responsibility for such Use at MUTD's sole risk. The System software provided to MUTD hereunder may contain open source software, subject to separate license terms made available with the software or Documentation.

- b. MUTD's license is valid solely for the Term or period of time specified below in Section 14 hereof. MUTD's right to Use the System software begins on the date the software is made available to MUTD for download or installation and continues until the end of the Term set forth below, unless otherwise terminated earlier under this Agreement or otherwise.
- c. MUTD is solely responsible for: (a) selecting the appropriate software and equipment for use in MUTD's operations; (b) properly installing and configuring any System software provided under this Agreement; (c) testing the Application to verify that, when used separately or as part of MUTD's operations, the Application and the System software provided operate as intended and according to the Documentation; and (d) ensuring that the System and software provided meets MUTD's requirements. MUTD assumes all risks arising from its evaluation of the System, related software, and Documentation.
- d. The license granted hereunder is conditioned upon MUTD's payment to DART when due of the then-current one-time and recurring fees (individually, a "Fee" and collectively "Fees") as well as any other applicable fees (all Fees dues hereunder, collectively "License Fees") for the license granted herein, as set forth in Exhibit A.
- e. Upon termination of the SLA for the software provided and in the absence of an alternate writing agreement for maintenance services for the software, this Agreement will automatically terminate, DART and its Licensor shall have no further obligation to deliver maintenance services, and MUTD shall have no further right to Use the System in any way. DART shall provide MUTD notice within 30 days prior to termination of the SLA. MUTD acknowledges that its Use of any System software not permitted hereunder violates the terms of this Agreement and is deemed to infringe the rights of DART and any third parties with rights in and to the System.
- f. DART and/or Licensor retain interests in all intellectual property rights in and to the System, including copies, improvements, enhancements, derivative works, and modifications of the related software. MUTD's right to Use such software is limited to those expressly granted by this Agreement. No other rights with respect to the System or any related intellectual property rights (including logos or marks) are granted or implied. MUTD hereby covenants that it will not challenge DART's or Kuba's rights to or ownership of the System (including derivatives and improvements), any DART or GoPass entity trade name, trademark, trade device, logo, symbol or code and the goodwill associated therewith, and related intellectual property rights, or directly or indirectly, assert any rights with respect to any of the foregoing inconsistent with DART's interests thereto or do or suffer to be done any other act or thing that might in any way impair the rights of DART in and to any of the foregoing.

4. **INVOICES.** Invoices for License Fees shall be issued as provided in Exhibit A and payment is to be due thirty (30) days after the invoice date. All payments to DART shall be in U.S. dollars and in immediately available funds. Any failure to pay such invoices within ten (10) days of when due (subject to any legitimately disputed amount which may be temporarily withheld by MUTD for no more than thirty (30) days) shall entitle DART to terminate the license granted hereunder and all rights to the System software provided and any other rights addressed or granted herein.
5. **PAYMENT OF SERVICES.** In accordance with Exhibit A: Pricing & Feature Scope, DART will invoice the LGC in full the One-Time Fees on January 1, 2025. Concurrently the LGC will invoice MUTD in full for the One-Time Fees on February 1, 2025. All parties will pay the invoice per Section 4 Invoices clause.
6. **LIMITATIONS AND RESTRICTIONS.** MUTD shall not and will not authorize a third party to:
 - a. transfer, sublicense, or assign MUTD's rights under this license to any other person or entity, unless expressly authorized by DART and Kuba in advance in writing;
 - b. modify, adapt or create derivative works of the System software or Documentation;
 - c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the System;
 - d. make the functionality of the System or System software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by DART and Kuba in advance in writing;
 - e. use System software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by DART and Kuba in advance in writing;
 - f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the System; or
 - g. take or permit any act that would in any way impair the rights of DART and Kuba in the System.
7. **DART RESPONSIBILITIES.**
 - a. **Communication.** DART shall identify a project representative to coordinate all communication with MUTD regarding this Agreement. MUTD shall not communicate with DART's licensors with regard to this Agreement or with regard to changes or additional features of the System, unless expressly agreed to in advance by DART. Notwithstanding the foregoing, reference is made to Exhibit C, attached hereto and incorporated herein for all purposes, which is executed by Kuba and which sets out services to be provided to MUTD by Kuba.
 - b. **Tickets.** DART shall incorporate or cause to be incorporated MUTD ticket types, pricing, logo and service marks into the App and make the MUTD tickets available for sale to the public in the App. DART reserves the right to exclude any ticket type and shall provide notice of such exclusion to MUTD.

- c. Refunds. As part of resolving customer complaints, DART may make refunds to MUTD customers. Refunds shall only be made by DART for tickets that have not been activated and where the refund amount is \$15.00 or less. This amount may be changed by written agreement of the Parties and without the need to amend this Agreement. Any other refunds to MUTD customers shall require the approval of MUTD. Refunds by DART shall be processed electronically with MUTD funds accessed through the Back Office.
- d. Back Office. DART shall provide or cause to be provided to MUTD a portal to a portion of the Back Office to access MUTD data. MUTD data shall be available in the Back Office for at least eighteen (18) months from the date of the transaction.
- e. App Stores. DART shall be responsible for posting the App to the appropriate App stores and for keeping the App current, as DART determines to be necessary, at no charge to MUTD. DART shall promote the App at DART's discretion.
- f. DART will provide commercially reasonable efforts to: (a) cause the System to be delivered to MUTD without disruption to functionality, and (b) to cooperatively resolve any issues either or both Parties may have with Kuba or each other.

8. **MUTD RESPONSIBILITIES.**

- a. Communication. MUTD shall identify a project representative to coordinate all communication with DART regarding this Agreement.
- b. Back Office. To the extent currently available, and as may be further available during the Term of this Agreement, MUTD shall be responsible for modifying MUTD's user interfaces that are available for sale in the App using tools available in the Back Office. It shall be MUTD's responsibility to ensure that the data entered is accurate, either by direct data entry when available to MUTD, or by consistent and diligent review when direct data entry is not available to MUTD. DART assumes no responsibility for the accuracy of MUTD's data.
- c. Tickets. Until MUTD has obtained direct access for data entry, MUTD shall provide information about the user interfaces (ticket type and price) that it desires to be made available through the App. MUTD shall notify DART in writing of changes in such information.

9. **WARRANTY.**

- a. Kuba warrants that the System provided under this Agreement will be free from defects in workmanship and will conform to requirements of this Agreement. MUTD shall provide written notice to DART of any defect or nonconformance of the System to be addressed by Kuba. This notice shall state whether MUTD requests or requires Correction of such defect or shall indicate that MUTD does not require correction. If Kuba is required to correct or reperform, it shall be at no cost to MUTD and Correction provided by Kuba shall be subject to the terms of this Agreement to the same extent as work initially performed. If Kuba fails or refuses to provide the Correction necessary, MUTD may make the Correction and charge to Kuba the cost incurred by MUTD for such Correction.

The System does not include fail-safe control functionality and is not designed, manufactured, intended, nor authorized to be used to provide fail safe functionality and is not licensed for use in the operation of transportation navigation systems, transportation communication systems, traffic control facilities or electrical facilities or for any other use in which the failure of the System, System software or any component thereof could lead to death, personal injury, physical, environmental, property or financial damage. The System software is provided "as is" and DART expressly disclaims all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. DART does not warrant that the System or System software will operate uninterrupted or error-free or that all errors will be corrected. DART does not warrant that the System or system software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack.

10. **LIMITATIONS AND EXCLUSIONS OF LIABILITY-** In no event will DART be liable for the following, regardless of the theory of liability, or whether arising out of the Use or inability to Use the System: System software, contract, warranty, tort (including negligence), product liability or:

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

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

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

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

License Fee for the Upgrade;

- b. limits MUTD's Use of Upgrades or copies to Use on devices MUTD owns or leases; and
 - c. unless otherwise provided in the Documentation, makes and Uses additional copies solely for backup purposes, and which backup is limited to archiving for restoration purposes.
12. **TOKEN SHARING AGREEMENT.** The Token Sharing Agreement governing certain payment procedures and protocols, attached hereto as Exhibit B, and incorporated herein for all purposes, will simultaneously be executed by the Parties upon execution of this Agreement.
 13. **SERVICE LEVEL AGREEMENT.** Terms for the Service Level Agreement ("SLA") are included in Exhibit C. DART and Kuba have certain responsibilities for performing troubleshooting activities and support for MUTD as detailed in Exhibit C. Kuba is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Kuba is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Notwithstanding the foregoing, certain service incidents shall also be reported to DART as set out in Exhibit C.
 14. **AUDIT.** During the Term hereof and for a period of three (3) years after its expiration or termination, MUTD will take reasonable steps to maintain complete and accurate records of MUTD's use of the System and System software sufficient to verify compliance with this Agreement. Within a reasonable period following a written request from DART, not more than once annually, MUTD will certify accurate counts regarding MUTD's Use of the System software. If the certified count discloses underpayment of License Fees, MUTD will promptly pay such License Fees to DART, plus an interest rate of five percent (5%) per annum on unpaid sums.
 15. **TERM AND TERMINATION.** This Agreement shall commence no earlier than January 1, 2022, and shall remain effective for a period of three years thereafter ("Initial Term"), unless earlier terminated as set forth herein. At the end of the Initial Term this Agreement will automatically renew for two (2) additional one (1) year terms upon the mutual agreement of all Parties (each a "Renewal Term") **DART QLMUTD may terminate this Agreement at any time by providing six (6) months advance written notice to all Parties.** This Agreement will terminate at DART's discretion and upon written notice from DART if MUTD breaches its terms, or if MUTD fails to pay any portion of the License Fees as required herein and MUTD fails to cure that breach or non- payment within sixty (60) days of written notice of breach or non- payment. Upon termination of this Agreement and/or the license grant, MUTD shall cease Use of the System and shall destroy all copies of System software in MUTD's possession or control.
 16. **TRANSFERABILITY.** This Agreement may not be assigned without the prior written consent of all Parties, which may be withheld for any reason. Notwithstanding the foregoing, either DART or MUTD may transfer this Agreement, upon reasonable, and no less than thirty days, advance written notice to the other Parties, to a wholly owned subsidiary of the transferring Party; and DART may transfer this Agreement to a party approved by the DART Board of

Directors. LGC may not transfer this Agreement under any circumstances.

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

In the event of a transfer of rights under this Agreement, the transferring Party shall notify the LGC within thirty (30) days of the transfer of the Agreement.

17. **SURVIVAL.** Sections 3(f), 5, 8, 9, 10, 13, 15, 17, 18, 19, 20, 21, 22, and 23 shall survive termination or expiration of this Agreement.
18. **CONFIDENTIALITY.** Subject to applicable statutory requirements, including any applicable legal requirements under the Texas Public Information Act, each Party shall keep such Confidential Information provided by the other confidential and shall not use the Confidential Information for the benefit of any third party or in violation of the terms of this Agreement. Except as required by applicable law, MUTD and MUTD shall not disclose such information to any other person or entity, except to employees who require access to such information in order to Use the System as contemplated herein, and then only after obtaining an agreement from said employees to keep the Confidential Information confidential to the same extent as required herein. MUTD and MUTD may only use the Confidential Information as necessary to exercise the rights expressly granted hereunder. Subject to applicable law, including applicable records retention requirements, upon expiration or termination of this License, Each Party shall destroy all Confidential Information learned or received from the other and provide written certification of same signed by an officer of that Party. Except when disclosure is required by law, each Party shall be responsible for ensuring that any third party receiving Confidential Information from such Party shall comply with the confidentiality and non-disclosure terms herein and shall be responsible for any breach thereof by any third party. Any breach of the provisions of this Section is a breach of this Agreement and may cause irreparable harm to the non-breaching Party who shall be entitled to receive injunctive or equitable relief, in addition to all other available legal remedies.
19. **RELEASE.** MUTD hereby unconditionally and irrevocably releases and discharges DART and ITS EMPLOYEES, DIRECTORS, CONTRACTORS, SUPPLIERS AND LICENSORS (collectively, the "DART Parties") from any and all loss, claim, damage or other liability associated with, arising from or related to MUTD's evaluation, access, or Use of the System, System software or Documentation, and to the extent allowed by law, hereby agrees to indemnify, defend and hold DART and the DART Parties harmless against any such liability, including without limitation, any liability resulting from DART's negligence at any level.
20. **OTHER REMEDIES.** Nothing contained herein shall limit any remedies that either Party may have for default under this Agreement, nor relieve either Party of any of its obligations incurred prior or after to termination of this Agreement.
21. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement, will be governed, interpreted, and construed in accordance with the laws of the State of Texas. Venue for any action brought in connection or related with this Agreement shall be only in Dallas County, Texas or the Federal District Court, Northern District of Texas, Dallas Division. By their signatures below, the

Parties irrevocably submit themselves to exclusive jurisdiction as set forth herein.

22. **INTEGRATION AND SEVERABILITY.** If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, this Agreement constitutes the entire agreement between the Parties with respect to the license of the System to MUTD and any other related matter and supersedes any conflicting or additional terms contained in any other agreement, any request for proposal or other proposal, purchase order or elsewhere, all of which terms are excluded.
23. **REPRESENTATION BY COUNSEL.** Each Party to this Agreement acknowledges that such Party has: (a) read this Agreement in its entirety; (b) had full opportunity to review this Agreement; and (c) been (or had the opportunity to be) represented by competent counsel in connection with this Agreement, the negotiation of the terms and conditions set forth in this Agreement and the transactions contemplated by this Agreement. Accordingly, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. Any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived by MUTD.
24. **REGISTERED TRADEMARKS.** MUTD and MUTD acknowledge that "DART," the DART logo and "GoPass" are trademarks or registered trademarks of DART and/or its affiliates in the U.S. Third-party trademarks mentioned are the property of their respective owners and no rights relative thereto are granted, unless specifically set forth herein.
25. **INDEPENDENT PARTIES.** The relationship described in this Agreement is contractual in nature between independent parties and is not to be construed to create a partnership, joint venture, joint enterprise, or agency relationship.
26. **NO THIRD PARTIES.** Nothing in this Agreement shall be construed to create any rights in a third party nor do the Parties intend to create any third-party beneficiaries.
27. **NOTICES.** Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the Party's address as set out below:

DART: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202
Attention: Executive Vice President and Chief Administrative Officer

MUTD:

Paul G. Grimes
City Manager
City of McKinney
222 North Tennessee Street McKinney, TX 75069

LGC: Dallas Area Rapid Transit Mobility Service, Local Government Corporation
P.O. Box 660163
Dallas, Texas 75266-7210 Attention: President of LGC

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

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

DALLAS AREA RAPID TRANSIT

By: _____
Nadine S. Lee
President & Chief Executive Officer

Date: _____

**Dallas Area Rapid Transit Mobility Service,
Local Government Corporation**

By: _____
Robert W. Smith
President of LGC

Date: _____

City of McKinney, Texas

By: _____
Paul G. Grimes
City Manager

Date: _____

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

Exhibit A Pricing & Feature Scope Token Sharing

Exhibit B Agreement Service Level Agreement Federal

Exhibit C Funding Provisions

Exhibit D Federal Funding Provisions

MUTD ILA Agreement - Exhibit A: Pricing & Feature Scope

Feature Scope:

GoPass App Delivery

Overview: Develop MUTD instance within the GoPass branded application and includes all key features of the nature GoPass application.

Implementation timeline: Implementation will be scheduled for delivery by January 1, 2020

One-Time Fees (to apply to 3 Year initial term):

Setup Fee:	No Charge
Program Management Fee:	\$81,000
Operational Fee:	\$81,000
Service Level Agreement (SLA) Fee:	\$18,000
Feature Development for Lyft Integration	\$20,000
Total:	<u>\$200,000</u>

Feature Delivery Invoicing Schedule:

100% Invoiced at commencement of initial term

Option Years:

Two (2) twelve-month Options

Licensing Fee for Option Years (Annual Fee)

Program Management Fee:	\$27,000
Operational Fee:	\$27,000
Service Level Agreement (SLA) Fee:	\$6,000

Annual Total: \$60,000

100% Invoiced at commencement of each option year

Microtransit Variable Pricing Invoicing Schedule:

Implementation timeline: Implementation will be scheduled for delivery by January 2, 2025

Design	\$ 6,027.00
Programming	\$ 54,243.00
Modifications	\$ 42,189.00
Testing	\$ 6,888.00
Production	\$ 6,027.00
Total	<u>\$ 115,374.00</u>

Additional Work Fees

Additional development may be obtained with DART's written agreement at the rates set forth below. These rates are subject to an annual rate escalation of 3% per annum from date of execution of the ILA and each yearly anniversary date thereafter. DART may adjust these rates more frequently, and if so, DART will provide at least sixty days written notice of such change.

Hourly Development rate \$155 / hr.

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

MUTD ILA Agreement - Exhibit B - MUTD Token Sharing Agreement

This agreement ("Agreement") is entered into between the City of McKinney, Texas, a Texas home-rule municipal corporation, ("MUTD"), located at 222 North Tennessee Street, MUTD, TX 75069, and Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas, TX 75202 (each referred to as a "Party" and collectively as the "Parties").

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

WHEREAS, in order to facilitate payment processing, the Parties desire to enter into this Agreement regarding certain data sharing.

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

1.00 DEFINITIONS

- 1.01. "Token" means unique identification symbols that identify a credit card number of a User (defined below).
- 1.02. "Service Provider" means a third party engaged by DART or a contractor of DART to convert credit card numbers of Users to encrypted digital representations ("Tokens").
- 1.03. "User" means a customer of one of the Parties that purchases a product or services from that Party on the mobile ticketing platform.
- 1.04. "Kuba" means Kuba Payments & Mobility ApS.

2.00 SHARING OF TOKENS

- 2.01. When a User registers itself with one of the Parties on the mobile ticketing platform the User registers a credit card. The credit card information will be sent to a service provider who will provide with a Token to be used for future transactions with the User.
- 2.02. A Token may be shared between Parties or with Kuba or another contractor of DART.
- 2.03. The Parties will not receive any payment for sharing Tokens.

3.00 RIGHTS IN DATA

- 3.01. This Token Sharing Agreement ("Agreement") shall not be deemed in any way grant to any Party any property or other rights to any Token that was received or shared by that

Party with the other Party or with a third party.

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

4.00 TERM, WITHDRAWAL AND TERMINATION

This Agreement shall be effective as of the date last signed by a Party and shall remain effective for the duration of and be conterminous with the Interlocal Agreement between DART and MUTD dated of even date herewith (the "ILA") governing the use of GoPass

5.00 MISCELLANEOUS PROVISIONS

- 5.01. Liability. It is understood and agreed between the Parties that each Party shall be responsible for its own acts of negligence in connection with this Agreement and neither Party shall be responsible to another Party for any negligent act or omission in connection with this Agreement. If injury, financial, or property damage results from the joint or concurrent negligence of any of the Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available, including governmental immunity. No provision herein shall be deemed a waiver of any defense by any Party.
- 5.02. Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the Parties. No Party shall be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.
- 5.03. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the Party being asked to consent.
- 5.04. Amendments to Agreement. No modification, amendment, innovation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the Parties hereto.
- 5.05. Severability. If any provision of this Agreement is held for any reason to be illegal, unenforceable, or invalid, such holding will not affect the legality or validity of any of the other provisions herein. The illegal, unenforceable, or invalid provision will be deemed stricken and deleted from this Agreement, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- 5.06. Choice of Laws and Venue. This Agreement shall be governed by Texas law and exclusive venue shall be in Dallas County, Texas.
- 5.07. Counterparts. This Agreement may be executed in multiple counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 5.08. Survival of Covenants. Any of the representations, warranties, covenants, and obligations

of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement, shall survive termination.

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

DALLAS AREA RAPID TRANSIT

By: _____

Nadine S. Lee
President & Chief Executive Officer

Date: _____

City of McKinney, Texas

By: _____

Paul G. Grimes
City Manager

Date: _____

MUTD ILA Agreement - Exhibit C - Service Level Agreement

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1.00 PURPOSE

This is a Service Level Agreement ("SLA") between Kuba Payments and Mobility ApS ("Kuba"), Dallas Area Rapid Transit ("DART") and the City of McKinney, Texas, a Texas home- rule municipal corporation, ("MUTD") acting for and on behalf of McKinney Urban Transit District ("MUTD") for Information Technology ("IT") services required to support and sustain GoPass as provided to MUTD by Dallas Area Rapid Transit ("DART" or "Vendor"). Kuba is solely responsible for GoPass service availability and for any availability penalties in accordance with Table 4. DART's responsibility under this Agreement is limited to assistance in remediation of incidents reported to DART within DART business hours. Any and all other obligations and liabilities hereunder are obligations of Kuba.

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

2.00 SERVICE LEVELS

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

Table 1: Service Levels

Service Levels	Description
Standard	Access to Vendor's technical support services within Vendor's business hours.
Plus	Same as Standard plus additional access to server duty Monday - Friday 17:00-22:00 in case of P1 Events
Premium	Same as Standard plus additional access to server duty 24 hours a day, 7 days a week, 365 days a year in case of P1 Events

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

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

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

3.00 HOSTED BACK END SERVICE AVAILABILITY

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

Table 2: Uptime

Service Levels	Agreed Availability	Period
Standard	≥ 98.00%	Per Quarter
Plus	≥ 99.00%	Per Quarter
Premium	≥ 99.50%	Per Quarter

Availability Calculation

Service Availability is measured in percentages and calculated as follows:

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

Agreed Service Time herein means 24 hours a day, 7 days a week, 365 days a year. For example, 2nd quarter has an Agreed Service Time of 2,184 hours.

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

3.1 SERVICE WINDOWS

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

Table 3: Service Windows

Service Levels	Service Windows
Standard	18.00 - 08.00 (Business Days)
Plus	22.00 - 06.00 (one day a week)
Premium	02.00 - 04.00 (one day a week)

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

3.2 AVAILABILITY PENALTY

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

Table 4: Availability penalty

Service Levels	Availability Penalty
Standard	"Compensation value": None
Plus	"Compensation value": 15% of the monthly fixed SLA charge for each absolute percentage discrepancy (However, no more than 25% of the monthly SLA fee)
Premium	"Compensation value": 75% of the monthly fixed SLA charge for each absolute percentage discrepancy (However, no more than 100% of the monthly SLA fee)

Penalties cannot co-exist. Only the penalty with the highest compensation value will apply. The compensation value will be provided as a service credit.

4.00 INCIDENT MANAGEMENT

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

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

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

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

phone to +1-855-631-8909

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

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

Incidents are categorized in accordance with the following Tables Sa, 5b and Sc.

Table 5a: Incident severity definitions

Severity Category	Description
Critical	<p>Complete loss of service or functionality with critical impact to business services, i.e., significant loss of revenue, customer service, production, corporate reputation, or financial control.</p> <p>Examples of Critical issues would be:</p> <ul style="list-style-type: none"> • Customers cannot access GoPass at/after opening • Tickets cannot be activated or viewed • Ticket purchase cannot be completed
High	<p>Loss of service or functionality, which will degrade parts of the business services, instability, large delays and periodic influences or the user experience.</p> <p>Examples of High issues would be:</p> <ul style="list-style-type: none"> • Access to travel tools is not available • Customers cannot access OTP • Service is consistently unavailable and causes a high level of hinderance
Medium	<p>Service partly degraded or parts of the customers' whole service not available. Examples of Medium issues would be:</p> <ul style="list-style-type: none"> • Access other integrated apps such as e.g. PayNearMe, Bcycle and other integration points • Features of the application are not updating or displaying correctly • Customer cannot store or modify payment method or features in their profile • App is an inconvenience or causes inconsistent behavior, which does not impede the normal functioning of the app • Outage creates time outs resulting in multiple changes to the bank with no delivery of tickets in the app • Performance of the service is severely impacted
Low	<p>Issues in a redundant element or incidents not critical for the business services.</p> <p>Examples of Low issues would be:</p> <ul style="list-style-type: none"> • Customers cannot register their device • Customers not able to view or activate their tickets due to device issues • McKinney unable to access reports

Table 5b: Incident impact definitions

Impact Category	Description
Extensive	All end-users affected
Significant	A large number of end-users affected (more than 25% of end users)
Limited	A limited number of end-users affected (more than 5% and lower than 25% of end users)
Local	Very few or only one end-user affected

Table 5c: Incident priority definitions

	Severity Category			
	Critical	High	Normal	Low
Extensive	P1	P1	P2	P4
Significant	P1	P2	P3	P4
Limited	P2	P3	P3	P4
Local	P3	P3	P4	P4

4.1 INCIDENT REACTION TIMES

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

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

Impact Category	Severity Category
P1	Within 2 hours
P2	Within 4 business hours
P3	Within 2 business days
P4	Within 4 business days

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

Impact Category	Severity Category
P1	Within 2 business hours
P2	Within 8 business hours
P3	Next (non-started) app release or max thirty (30) calendar days
P4	Will be monitored and recurring cases will be investigated in next (non-started) app release or within (90) calendar days

4.2 END-USER CLIENT APP BUGS

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

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

Table 7 Troubleshooting service level windows vs. incident categories

Service Level	System	Severity Category			
		Critical	High	Medium	Low
Standard	Backend system and end user client app	Unwire Business Hours	Unwire Business Hours	Unwire Business Hours	Unwire Business Hours
Plus	End User client app	Same as Standard			
	Backend system	Monday - Friday 09.00-22.00 (CEST/CEST) excl. Danish public holidays and 24/12 and 31/12	Same as Standard		
Premium	End User client app	Same as Standard			
	Backend system	24 hours a day, 7 days a week, 365 days a year	Same as Standard		

5.00 TECHNICAL SUPPORT INQUIRIES

In addition to reporting incidents and bugs as per above, MUTD may make a number of cost-free support inquiries to DART (questions or requests for assistance per month), as set forth below.

Support inquiries shall be made by email to GOPASS@dart.org

Table 8: Technical support inquiries

Service Level	Technical Support Inquiries
Standard	4 support inquiries within business hours per month
Plus	6 support inquiries within business hours per month
Premium	12 support inquiries within business hours per month

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

6.00 REPORTING

For Premium level, MUTD shall receive reports on a quarterly basis, recognized as 1st quarter, 2nd quarter, 3rd quarter, and 4th quarter of the calendar year the following month.

The report is based on data from the internal monitoring systems and other internal data sources.

The report includes the following data:

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

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

7.00 HOSTING

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

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

8.00 LIMITATION AND EXCLUSIONS OF LIABILITY

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

9.00 CUSTOMER'S SECURITY OBLIGATIONS

MUTD's conduct may affect the operation of the systems. In order to guard against unauthorized access to MUTD's information and operation, services are protected by an access control function. This is predominately based on the use of a user ID and associated passwords where the passwords are known only by the user. A prerequisite for this protection to be effective is that MUTD contributes to maintaining protection of their user credentials. All Parties to include Kuba, DART

and MUTD undertake to inform one another of any irregularities of which they may become aware concerning data security, including any attempts to misuse, or ascertained misuse of user ID and/or passwords.

MUTD and DART are obliged to follow all third-party safety precautions and rules, preconditioned that MUTD is or should be familiar with the fact that third party components or services are used by the system. MUTD is required to follow obligations under Texas and Federal law with respect to PII and sensitive personal information.

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

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

City of McKinney, Texas

Dallas Area Rapid Transit (DART)

By: _____

By: _____

Date: _____

Date: _____

Kuba Payments & Mobility ApS

By: _____

Date: _____

MUTD ILA Agreement - Exhibit D - Federal Funding Provisions

The Following clauses shall be incorporated in any DART and/or LGC Interlocal Agreement (ILA) and other agreements that defined as "exempt from procurement" when federal funds are applied. If the agreement involves construction or transit vehicles, additional Federal requirements may apply. For this Attachment A, the Term "Recipient" shall apply to the Authority and "Contractor" shall apply to the party contracting with the Authority.

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1. Federal Changes

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

2. Fly America Requirements

a) *Definitions.* As used in this clause--

"international air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

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

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

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

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

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

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

[State reasons]:

3. Buy America

The Contractor agrees to comply with 49 U.S.C. 53230) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323U)(2)(C) and 49 C.F.R. § 661.11. If required, the Contractor shall submit to Recipient the appropriate Buy America certification.

4. Energy Conservation

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

5. Lobbying Restrictions

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

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

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

6. Access to Records and Reports

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

7. Recovered Materials

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

8. No Federal Government Obligation to Third Parties

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

9. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has

made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

10. Default

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

11. Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

By signing this Attachment A, the Contractor certifies as follows:

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

12. Civil Rights and Equal Opportunity

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

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

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49

U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R.

part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §

4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

13. Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public.

This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal

Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

14. Disadvantaged Business Enterprise (DBE)

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

15. Safe Operation of Motor Vehicles

Seat Belt Use

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

Distracted Driving

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

16. Rights and Remedies of the AGENCY

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

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

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

17. Incorporation of Federal Transit Administration Terms.

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

requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

18. Americans with Disabilities Act.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Agenda Report

Dallas Area Rapid Transit Mobility Service, LGC

DATE: September 10, 2024

SUBJECT: Approval of FY 2025 Annual Budget for the Dallas Area Rapid Transit Mobility Service, Local Government Corporation

RECOMMENDATION

Approval of a resolution approving the FY 2025 Annual Budget for the Dallas Area Rapid Transit (DART) Mobility Service, Local Government Corporation (LGC) as shown in Exhibit 1 to the Resolution, subject to approval by the DART Board of Directors.

BUSINESS PURPOSE

- Following approval by the DART Mobility Service, LGC Board of Directors, the item will be considered by the DART Board.
- Funding for the transportation services is provided for in the agreements with the Inland Port Transportation Management Association (IPTMA) and the McKinney Urban Transit District (MUTD).

LEGAL CONSIDERATIONS

- Section 4.01 of the LGC's Bylaws states that the LGC Board shall adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year and forward to the DART Board of Directors for approval.

**DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT MOBILITY SERVICE,
LGC BOARD OF DIRECTORS**

**Approval of FY 2025 Annual Budget for the Dallas Area Rapid Transit Mobility
Service, Local Government Corporation**

WHEREAS, Section 4.01 of the Dallas Area Rapid Transit (DART) Mobility Service, Local Government Corporation (LGC) Bylaws provides that the LGC Board of Directors shall adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year and forward the budget to the DART Board of Directors for approval; and

WHEREAS, following approval by the DART Mobility Service, LGC Board of Directors, the item will be considered by the DART Board; and

WHEREAS, funding for the transportation services is provided for in the agreements with the Inland Port Transportation Management Association (IPTMA) and the McKinney Urban Transit District (MUTD).

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, Board of Directors that the FY 2025 Annual Budget for the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, as shown in Exhibit 1 to the Resolution, is approved, subject to approval by the Dallas Area Rapid Transit Board of Directors.

EXECUTED as of this 10th day of September 2024.

DIRECTORS

Gary Slagel
Chair

Nadine S. Lee
Vice-Chair

Rodney L. Schlosser
Secretary

Robert W. Smith
LGC President

**Approval of FY 2025 Annual Budget for the
Dallas Area Rapid Transit Mobility Service, LGC**

**DART Mobility Services, LGC Budget Summary
Inland Port TMA**

		FY25 Budget
Projected Revenues		
Contract Payments	\$	1,328,000
Farebox Revenue	\$	84,000
<i>Total Revenues</i>	\$	<i>1,412,000</i>
Projected Expenditures		
Purchased Transportation	\$	1,194,000
General Administration	\$	109,000
<i>Total Expenditures</i>	\$	<i>1,303,000</i>
<i>Net Income</i>	\$	<i>109,000</i>

**Approval of FY 2025 Annual Budget for the
Dallas Area Rapid Transit Mobility Service, LGC**

DART Mobility Services, LGC Budget Summary
MUTD

Projected Revenues	<u>FY25</u>
	<u>Budget</u>
<hr/>	
Contract Payments	\$ 2,114,000
Farebox Revenue	<u>\$ 356,000</u>
<i>Total Revenues</i>	<i>\$ 2,470,000</i>
<hr/>	
Projected Expenditures	
<hr/>	
Purchased Transportation	\$ 1,536,000
Project Management Fee	\$ 94,000
Financial Administration	\$ 117,000
GoPass	60,000
General Administration	<u>\$ 196,000</u>
<i>Total Expenditures</i>	<i>\$ 2,003,000</i>
<i>Net Income</i>	<i>\$ 467,000</i>