**Quorum = 8**

# Agenda

**Dallas Area Rapid Transit**
**COMMITTEE-OF-THE-WHOLE**
**Tuesday, September 30, 2025, 3:00 P.M.**
**DART Conference Room C – 1st Floor**
**1401 Pacific Ave., Dallas, Texas 75202**

**The Committee-of-the-Whole, with Board Chair presiding, will be held at the DART Headquarters, Conference Room 1-C, 1st floor, and by videoconference. The public may attend in person or view the meeting at:**
**DART.org/about/public-access-information/board-meetings-information**

***General Items:***

1. This item will be discussed at the Board Meeting only.
2. Approval of Minutes: September 9, 2025
3. Items of Interest
4. Public Comments – Agenda Item Specific Only

***Consent Items: 5 – 12 will be discussed at the Board meeting only.***

***Individual Items***

**Budget and Finance:**

Items 13 – 15 will be discussed at the Board Meeting only.

**Administration:**

16. Approval of an Interlocal Agreement with Eligible DART Service Area Cities for the General Mobility Program (Mark C. Enoch/Kay Shelton)
    ***[15 minutes – presentation; 15 minutes – Q&A]***

**Communications:**

17. *Update on DART Cares Multi-Disciplinary Response Team Program and Discussion of Recommended Permanent Program
    (Randall B. Bryant/Jeamy Molina)
    ***[10 minutes – presentation; 15 minutes – Q&A]***

**Development:**

18. Approval of Contract for West Dallas Site-Specific Shuttle Service
    (Patrick J. Kennedy/Dee Leggett)
    ***[10 minutes – presentation; 5 minutes – Q&A]***
19. Approval of Funding Agreement with Toyota Motor North America, Inc.
    (Patrick J. Kennedy/Dee Leggett)
    ***[0 minutes – presentation; 0 minutes – Q&A]***

# Agenda

20. +Approval of Fourth Amendment to the Site-Specific Shuttle Interlocal Funding Agreement with The University of Texas at Dallas
(Patrick J. Kennedy/Dee Leggett)
***[5 minutes – presentation; 5 minutes – Q&A]***
21. *Briefing on the Hillcrest Pump Station Located at 17404 Hillcrest Road, Dallas, Texas 75252 (Patrick J. Kennedy/Dee Leggett)
***[10 minutes – presentation; 10 minutes – Q&A]***
22. *Briefing on DART Transform: Light Rail Vehicle Procurement
(Patrick J. Kennedy/Dee Leggett)
***[15 minutes – presentation; 15 minutes – Q&A]***

***Other Items:***

23. This item will be discussed at the Board meeting only.
24. Identification of Future Agenda Items
25. Adjournment

**** Briefing Item Only***
***+ Same-Date Item that has not previously been presented to the Board***

**The Committee-of-the-Whole may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any Legal issues, under Section 551.072, Deliberation Regarding Real Property for real estate issues, or under Section 551.074 for Personnel matters, or under section 551.076 or Section 551.089, for Deliberation Regarding the deployment or implementation of Security Personnel or devices, arising or regarding any item listed on this Agenda.**

**This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please contact Community Engagement at 214-749-2721, 48 hours in advance.**

# MINUTES
# DALLAS AREA RAPID TRANSIT
# COMMITTEE-OF-THE-WHOLE
# Tuesday, September 9, 2025

The Dallas Area Rapid Transit **Committee-of-the-Whole** meeting convened on **Tuesday, September 9, 2025, at 3:50 p.m.,** at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Slagel presiding.

These minutes provide a brief overview and are not a transcript. For complete details, please visit the following link: DART.org/about/public-access-information/board-meetings-information.

**City of Dallas**

Randall B. Bryant– **Board Vice Chair**

Carmen Garcia –**Assistant Secretary**

Patrick J. Kennedy

Roy C. Lopez

Maureen Milligan

Maurice A. West

Michele Wong Krause

**City of Garland**

Marc C. Abraham

**City of Irving**

Rick H. Stopfer

**City of Plano**

Anthony Ricciardelli

**Cities of Carrollton and Irving**

Doug S. Hrbacek

**Cities of Cockrell Hill and Dallas**

Enrique A. MacGregor

**Cities of Farmers Branch and Plano**

M. Nathan Barbera – **Secretary**

**Cities of Garland, Rowlett, and Glenn Heights**

Mark C. Enoch

**Cities of Richardson and University Park; Towns of Addison and Highland Park**

Gary A. Slagel **– Board Chair**

Rick H. Stopfer was absent.

## General Items

1. **Approval of Minutes:** **August 26, 2025**

   **Director MacGregor made a motion to accept the August 26, 2025, Committee-of-the-Whole as written.**

   **Assistant Secretary Garcia seconded, and the Minutes were accepted as written.**

2. **Items of Interest**

   These items were presented.

3. **Public Comments**

   There were no public comments.

## Consent Items:

**Director Enoch made a motion to approve Consent items 4 through 10, without Consent item 11, per Director Ricciardelli's request.**

***Administration:***

4. **Approval of a Master Cooperative Purchasing Agreement with OMNIA Partners, Public Sector, Inc., for Cooperative Purchasing Programs**

   **Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to execute a Master Cooperative Purchasing Agreement with OMNIA Partners, Public Sector, Inc., substantially in the form shown in Exhibit 1 to this Resolution, to participate in cooperative purchasing programs for the purchase of goods and services.**

5. **Approval of an Interlocal Agreement between Dallas Area Rapid Transit and Education Service Center Region 2 d/b/a GoodBuy Purchasing Cooperative for a Cooperative Purchasing Program**

   **Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to execute an interlocal agreement with Education Service Center Region 2 d/b/a GoodBuy Purchasing Cooperative, substantially in the form shown in Exhibit 1 to this Resolution, to participate in a cooperative purchasing program for the purchase of goods and services.**

6. **Approval of Agreement with U.S. Bank for Commercial Charge Card (Corporate Card) Services**

   **Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to enter a two-year Cooperative Purchasing Member Addendum with four, one-year options for commercial charge card services with U.S. Bank.**

*Operations:*

7. **Approval of Contract for Bus Tire Leasing and Services**

   **Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer, or her designee is authorized to award a three-year contract with two, one-year options for Bus Tire Leasing and Services [C-2091110-01] to Bridgestone Americas Tire Operations, LLC, for a total authorized amount not to exceed $10,606,000.**

8. **Approval of Contract for Public Message Board Switches**

   **Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to award a six-month contract with no options for 75 Hirschmann Greyhound GRS1042-DART-04 switches [Contract No. C-2092855-01] to Ergotech Controls, Inc. dba Industrial Networking, for a total authorized amount not to exceed $569,349**

*Development:*

9. **Declaration and Sale of an Easement Located at or near U.S. 75 and Campbell Road, Richardson, Texas, to The Shops at Eastside, LLC, for an Onsite Monument Sign**

   **Moved to approve this draft resolution to the Board of Directors, stating:**

   **Section 1:** **DART's interest in 240 square feet (0.0055 acres) located at or near U.S. 75 and Campbell Road in the City of Richardson, Texas, as described in Exhibit 1, is surplus to DART's needs.**

   **Section 2:** **The President & Chief Executive Officer or her designee is authorized to take such actions and execute such documents necessary to proceed with the sale of an easement of the property described in Exhibit 1 for fair market value to The Shops at Eastside, LLC, subject to approval by the Federal Transit Administration (FTA).**

10. **Approval of Contract Modification to Increase Contract Value for the Design- Build Services Contract for the Silver Line Regional Rail Project to Include an Increase to Allowance for Spare Parts**

    **Moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to increase the contract value for design-build services with Archer Western Herzog 4.0, Joint Venture, (AWH) for the Silver Line Regional Rail Project to include an increase to the allowance for spare parts in the amount of $750,000, to be funded from the contract contingency, for a new contract amount of $1,499,831,900 and with no change to the total Board-authorized amount not to exceed $1,542,015,414.**

    **Director MacGregor seconded, and the item was approved unanimously.**

## Consent Item moved to Individual Items

***Development:***

**11. Approval of Fiscal Year 2026 Annual Budget for the Dallas Area Rapid Transit Mobility Service, Local Government Corporation**

**After discussion, Director Ricciardelli moved to approve this draft resolution to the Board of Directors, stating that the Fiscal Year 2026 Annual Budget for the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, as shown in Exhibit 1 to the Resolution, is approved.**

**Director MacGregor seconded, and the item was approved unanimously.**

Director Ricciardelli requested that substantial supplemental information be provided when the next annual budget is before the Board.

## Individual Items

***Development:***

**Chair Slagel delegated the Presiding Officer duties to Director Kennedy to oversee the Development items.**

**12. Approval of 2026 Service Changes and Title VI Service Equity Assessment**

Rob Smith, Vice President of Service Planning & Scheduling, briefed the Committee.

**After discussion, Vice Chair Bryant moved to approve this draft resolution to the Board of Directors, stating that the President & Chief Executive Officer or her designee is authorized to:**

**Section 1: Authorize implementation of major service changes in 2026, as shown in Exhibit 1 to the Resolution.**

**Section 2: Accept the results of the Title VI Service Equity Assessment, as shown in Exhibit 2 to the Resolution**

**Director MacGregor seconded.**

Vice Chair Bryant recommended that the budget be completed one month in advance, or by August 2026, to prevent delays.

**Director Ricciardelli motioned to amend the main motion to add frequency changes on several routes, with the savings applied to create a true single-zone Citywide GoLink in Plano.**

**Director Hrbacek seconded, and the motion failed with Directors Ricciardelli, Hrbacek, and Secretary Barbera in favor of the motion.**

**Director Ricciardelli motioned to amend the main motion to remove the City of Plano's obligation to pay 50% of the cost of the Legacy Circulator.**

**Director Hrbacek seconded, and the amended motion failed with Directors Hrbacek, Ricciardelli, and Secretary Barbera voting in favor of the motion.**

**Director Ricciardelli motioned to amend the main motion to sever the Title VI Service Equity Assessment from the 2026 Service Changes. After discussion, the motion was withdrawn and made into a future agenda item for a briefing on the peer-city 12% threshold.**

**Presiding Officer Kennedy reiterated the main motion made by Vice Chair Bryant, seconded by Director MacGregor, and called the question. The item was approved by a majority vote, with Directors Ricciardelli, Hrbacek, and Secretary Barbera opposing.**

**13. *Briefing on Fiscal Year 2025 Third Quarter Ridership and Route Performance**

Ralph Parker, Director of Research & Service Analysis, briefed the Committee.

***Budget and Finance:***

**Chair Slagel delegated the Presiding Officer duties to Director Abraham to oversee the Budget and Finance items.**

Director Kennedy entered the meeting at 6:05 p.m.

**14. Approval to Spend Mobility Assistance Funds**

Jamie Adelman, Executive Vice President/Chief Financial Officer, and Senanu Adadevoh, Assistant Vice President of Financial Planning & Analysis, briefed the Committee on items 14, Approval to Spend Mobility Assistance Funds, 15, Approval of Fiscal Year 2026 Annual Budget, and 16, Approval of Fiscal Year 2026 20-Year Financial Plan.

**After discussion, Director Enoch moved to approve agenda items 14 through 16.**

**Director MacGregor seconded.**

**Moved to approve this draft resolution to the Board of Directors, stating that the Mobility Assistance Fund allocation is approved.**

**15. Approval of Fiscal Year 2026 Annual Budget**

**Moved to approve this draft resolution to the Board of Directors, stating that the FY 2026 Annual Budget is approved in the amount of $1,812,021,617.**

| | |
|---|---|
| **Operating** | **$757,913,458** |
| **Capital & Non-Operating** | **830,695,188** |
| **Debt Service** | **223,412,971** |
| **Total FY 2026 Annual Budget** | **$1,812,021,617** |

**Referencing slide 16, Operating Reduction Options ($M), section 8, Reduce OPEB contribution (plan is fully funded)**, Director Hrbacek moved to amend the motion by**

**removing the five-year vesting provision from this item and requesting it be a discussion item at the COTW Administration subcommittee.**

**With no second to the amended motion, not being accepted as a friendly amendment, and being ruled out of order, the amended motion died.**

**Referencing slide 16, Director Ricciardelli motioned to amend the main motion by including a reduction to section 8, and section 11, Fund only 50% of executive bonuses**.**

**Director Hrbacek seconded.**

**After discussion, Presiding Officer Abraham made a recommendation to the maker of the amended motion to strictly reduce section 8. Director Ricciardelli accepted the recommendation.**

**Presiding Officer Abraham called the question, and the amended motion failed with Directors Abrahams, Ricciardelli, Hrbacek, and Secretary Barbera voting in favor.**

**Director Ricciardelli made a second amended motion to the main motion to reduce item 11 (executive bonuses) to 50%.**

**Secretary Barbera seconded, and the amended motion failed with Directors Ricciardelli, Hrbacek, and Secretary Barbera voting in favor.**

**16. Approval of Fiscal Year 2026 20-Year Financial Plan**

**Moved to approve this draft resolution to the Board of Directors, stating that the FY 2026 20-Year Financial Plan, as shown in Exhibit 1, is approved.**

**Presiding Officer Abraham reiterated the main motion made by Director Enoch covering agenda items 14 through 16, seconded by Director MacGregor, and called the question.**

**The items were approved by a majority vote, with Directors Ricciardelli, Hrbacek, and Secretary Barbera opposing.**

**Chair Slagel recessed the Committee at 6:22 p.m. to attend the Special Board of Directors meeting.**

**The meeting reconvened at 7:02 p.m.**

**Chair Slagel directed the committee's attention to the Individual item 17, Approval of an Interlocal Agreement with Eligible DART Service Area Cities for the General Mobility Program, and delegated the Presiding Officer duties to Director Enoch to oversee the Administration items.**

***Administration***

**17. Approval of an Interlocal Agreement with Eligible DART Service Area Cities for the General Mobility Program**

Kay Shelton, Chief of Staff/ Chief Strategy Officer, briefed the Committee.

**After discussion, Vice Chair Bryant moved to approve this draft resolution to the Board of Directors, stating that:**

**Section 1:** **The President & Chief Executive Officer or her designee to execute an interlocal agreement for the General Mobility Program, substantially in the form shown in Exhibit 1 to the resolution and subject to legal review, with seven eligible DART Service Area cities for Fiscal Year (FY) 2026.**

**Section 2:** **The General Mobility Program Interlocal Agreement for FY 2026 will be provided to the eligible cities in October 2025 for execution by December 31, 2025.**

**Director West seconded, and the item was approved unanimously.**

**18.** ***Briefing on Office of Board Support Communication Processes – Internal and External**

Jesse Salazar, Board Administrator, briefed the Committee.

## Other Items

**19.** **Identification of Future Agenda Items**

Vice Chair Bryant requested a briefing at the September 30, 2025, COTW meeting regarding the Silver Line project, specifically the 17404 Hillcrest pump station installation, to address cost, delays, first contact with the seller, and final cost.

Assistant Secretary Garcia requested a list of all active grants being received by DART.

Director Enoch requested a briefing on safety measures following the Charlotte, North Carolina incident.

Director Wong Krause requested an estimated time of delivery for the go-live of the list of light rail vehicle (LRT) maps on the GoPass App.

Director Ricciardelli recommended using the peer agency's average threshold of 12% for Title IV and requesting an analysis of the transit subsidy per rider.

Director Lopez requested a briefing on the LRT tunnel fire sometime in the future, as it is permissible.

**20.** **Adjournment**

There being no further business to discuss, the meeting adjourned at 8:15 p.m.

Briana Campbell

**Briana Campbell,**
**Secretary of the Board**

**/bc**

# Agenda Report

*Committee-of-the-Whole* ☒
*Board Meeting* ☒

**Voting Requirements:**
**Majority**

**DATE:** **September 30, 2025**

**SUBJECT:** **Approval of an Interlocal Agreement with Eligible DART Service Area Cities for the General Mobility Program**

## RECOMMENDATION

Approval of a resolution: 1) authorizing the President & Chief Executive Officer or her designee to execute an interlocal agreement for the General Mobility Program, substantially in the form shown in Exhibit 1 to the resolution and subject to legal review, with seven eligible DART Service Area cities for Fiscal Year (FY) 2026; and 2) providing the General Mobility Program Interlocal Agreement for FY 2026 to the eligible cities in October 2025 for execution by December 31, 2025.

## COMMITTEE CONSIDERATIONS

- On September 9, 2025, the Committee-of-the-Whole postponed consideration of this item to the September 30, 2025, Committee-of-the-Whole meeting for further discussion and action to the same-date Board of Directors meeting.

## FINANCIAL CONSIDERATIONS

- The General Mobility Program (GMP) will allocate the equivalent of five percent of FY 2024 annual sales tax collections to seven eligible cities in FY 2026.
- The FY 2026 GMP funding allocation is included as a capital and non-operating line item of the proposed FY 2026 Annual Budget.

## BUSINESS PURPOSE

- In February 2025, legislation was filed to amend Texas Transportation Code §452, specifically HB 3187 and SB 1557, which proposed to redirect up to 25% of DART sales tax revenue to all cities for general mobility purposes, as well as other changes that could impact DART and its ability to operate and maintain its public transportation system.
- The Board discussed options to resolve issues locally, including the development of a new General Mobility Program to address equity concerns of certain cities and support local mobility objectives.
- Draft resolution language was discussed during the March 11, 2025, Committee-of-the-Whole meeting, and a special March 21, 2025, Committee-of-the-Whole meeting.
- On March 25, 2025, the Board approved Resolution No. 250025 titled DART Commitment to

Local Resolution of City Requests, which incorporated additional feedback from mediation meetings on March 24 and March 25, 2025, hosted by the North Central Texas Council of Governments (NCTCOG).

- Resolution No. 250025 directs the creation of a General Mobility Program (GMP) to be funded by the equivalent of 5% of annual sales tax collections (using FY 2024 actual sales tax) for use by eligible cities as an equity adjustment to support local mobility needs consistent with Chapter 452 of the Texas Transportation Code and directs staff to develop and execute an interlocal agreement with eligible cities.

- Resolution No. 250025 lists the seven cities (Addison, Carrollton, Farmers Branch, Highland Park, Plano, Richardson and University Park) eligible for an equity adjustment and the proposed FY 2026 allocation amounts for each.

- On August 12, 2025, the Board was briefed on and discussed the key deal points of the interlocal agreement to be executed with each city pending approval of the FY 2026 Annual Budget.

- Approval of the resolution would demonstrate DART's continued commitment to address city issues at the local level.

- Approval of this resolution will assist DART in achieving Agency Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional economic and mobility asset.

**LEGAL CONSIDERATIONS**

Section 452.054 of the Texas Transportation Code authorizes DART to exercise all powers necessary or convenient to carry out the purposes or provisions of the statute.

Section 452.055 of the Texas Transportation Code authorizes DART to enter contracts with any person provided that the terms and conditions of the contracts comply with applicable laws and regulations.

Section 452.507 of the Texas Transportation Code states that an action of the executive committee requires a vote of a majority of the members present unless the bylaws require a larger number.

**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of an Interlocal Agreement with Eligible DART Service Area Cities for the General Mobility Program**

WHEREAS, in February 2025, legislation was filed to amend Texas Transportation Code §452, specifically HB 3187 and SB 1557, which proposed to redirect up to 25% of DART sales tax revenue to all cities for general mobility purposes, as well as other changes that could impact DART and its ability to operate and maintain its public transportation system; and

WHEREAS, the Board discussed options to resolve issues locally, including the development of a new General Mobility Program to address equity concerns of certain cities and support local mobility objectives; and

WHEREAS, on March 25, 2025, the Board approved Resolution No. 250025 titled DART Commitment to Local Resolution of City Requests, which incorporated additional feedback resulting from mediation meetings on March 24 and March 25, 2025, hosted by the North Central Texas Council of Governments; and

WHEREAS, Board Resolution No. 250025 directs the creation of a General Mobility Program to be funded by the equivalent of 5% of annual sales tax collections (using FY 2024 actual sales tax) for use by eligible cities as an equity adjustment to support local mobility needs consistent with Chapter 452 of the Texas Transportation Code, and directs staff to develop and execute an interlocal agreement with eligible cities; and

WHEREAS, Board Resolution No. 250025 lists the seven cities (Addison, Carrollton, Farmers Branch, Highland Park, Plano, Richardson and University Park) eligible for an equity adjustment and the proposed FY 2026 allocation amounts for each; and

WHEREAS, funding for the General Mobility Program is included as a line item in the proposed FY 2026 Annual Budget; and

WHEREAS, on August 12, 2025, the Board was briefed on and discussed the key deal points of the General Mobility Program interlocal agreement to be executed with each city pending approval of the FY 2026 Annual Budget; and

WHEREAS, approval of the resolution would demonstrate DART's continued commitment to address city issues at the local level.

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

Section 1: The President & Chief Executive Officer or her designee is authorized to execute an interlocal agreement for the General Mobility Program, substantially in the form shown in Exhibit 1 to the resolution and subject to legal review, with seven eligible DART Service Area cities for Fiscal Year (FY) 2026.

Section 2: The General Mobility Program Interlocal Agreement for FY 2026 will be provided to the eligible cities in October 2025 for execution by December 31, 2025.

**Approval of an Interlocal Agreement with Eligible DART Service Area Cities for the General Mobility Program**

Prepared by:

/s/ Kay Shelton

Kay Shelton
Chief of Staff

Approved as to form:

/s/ Gene Gamez

Gene Gamez
General Counsel

Approved by:

/s/ Nadine S. Lee

Nadine S. Lee
President & Chief Executive Officer

**FORM OF**

**INTERLOCAL AGREEMENT**
**between**
**DALLAS AREA RAPID TRANSIT and**
**[CITY] for**
**GENERAL MOBILITY PROGRAM FUNDS**

This Interlocal Agreement ("Agreement") is made and entered into by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code (the "Act"), and _____ ("CITY"). DART and CITY may be referred to herein individually as a "Party" or collectively as "Parties."

WHEREAS, pursuant to DART Board Resolution No. 250025, the DART Board of Directors directed the DART President & Chief Executive Officer to establish a General Mobility Program (GMP) for allocation to eligible DART service area cities for Public Transportation System or Complementary Transportation Service purposes, as those terms are defined herein, consistent with the Act, hereinafter referred to as "GMP Funds"); and

WHEREAS, pursuant to DART Board Resolution No. 250025, the Fiscal Year (FY) 2026 allocation amount will be equal to 5% of the FY 2024 sales tax collections, or $42.59 million; and

WHEREAS, pursuant to DART Board Resolution No. 250025 Exhibit 1, seven DART service area cities are eligible to receive a portion of the GMP funds available in the Fiscal Year 2026 Budget, subject to the conditions contained in this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 452.055(c) of the Act and Chapter 791 of the Texas Government Code; and

WHEREAS, CITY is a DART service area city that is eligible to receive $_____ in Funds if it uses such Funds to complete projects that will benefit DART's Public Transportation System or provide Complementary Transportation Services (each as defined below) and otherwise complies with the terms and conditions of this Agreement; and

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

## Section I. Definitions

1.1 Complementary Transportation Services means: (a) special transportation services for a person who is elderly or has a disability; (b) medical transportation services; (c) assistance in street modifications as necessary to accommodate the Public Transportation System; and (d) any other service that complements DART's Public Transportation System, including

providing parking garages. "Complementary Transportation Services" must be provided within the limits of DART's service area.

1.2 Eligible Project means a CITY project supporting DART's Public Transportation System or for Complementary Transportation Services that has been approved by DART in accordance with Section III of this Agreement.

1.3 Public Transportation means the conveyance of passengers and hand-carried packages or baggage of a passenger by any means of transportation.

1.4 Public Transportation System means (a) all property owned or held by DART for public transportation or complementary transportation service purposes, including vehicle parking areas and facilities and other facilities necessary or convenient for the beneficial use of, and the access of persons and vehicles to, public transportation; (b) real property, facilities, and equipment for the protection and environmental enhancement of all the facilities; and (c) property held in accordance with a contract with the owner making the property subject to the control of or regulation by DART and for public transportation or complementary transportation service purposes.

1.5 Site Specific Shuttle means a circulator or shuttle service that complements and supports the public transportation system as defined in DART Board Policy III.16, and which stipulates the maximum DART contribution of up to 50% for such services, subject to an agreement and Board approval.

1.6 Eligible CITY means a city identified in DART Board Resolution 250025 Exhibit 1 as eligible to receive a portion of the GMP funds to be available in the Fiscal Year 2026 Budget, subject to the conditions contained in this Agreement.

1.7 Effective Date means the date on which this Agreement was executed by a duly authorized representative of DART.

**Section II. CITY's Obligations**

2.1 Use of Funds. CITY shall use Funds only for an Eligible Project approved by DART in accordance with Section III of this Agreement.

2.2 Good Standing Requirement. CITY understands and agrees CITY shall not be entitled to receive any Funds until and unless any outstanding debt owed to DART pursuant to any Interlocal Agreement or other Agreement whereby CITY is obligated to pay DART for goods and services provided or for the reimbursement of goods and services provided shall be current or fully paid.

2.3 Certification of CITY Meeting Requirements. CITY shall have met the requirements of Section 2.2 before any project is approved and before funds are distributed to CITY. If DART does not certify the CITY's compliance under Section 2.2, CITY will be informed

within fourteen (14) business days of any deficiencies or matters requiring immediate action.

2.4 Project Design, Construction, and Maintenance. All activities associated with implementation and operation of an Eligible Project, including planning, design, construction, and maintenance, shall be the responsibility of CITY, unless otherwise agreed to by DART.

2.5 Insurance. CITY shall obtain and maintain, and shall require its contractors to obtain and maintain, adequate insurance or self-insurance coverage to effectively protect against the risks associated with each Eligible Project.

**Section III. DART Approval of Eligible Projects**

3.1 Allowable Projects and Activities. A project proposed by CITY shall be related to improvement of, or provide a benefit to, DART's Public Transportation System or provide Complementary Transportation Services and be approved by DART in accordance with Section 3.2 of this Agreement. Eligible activities for which the Funds may be used include, but are not limited to, planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, testing, inspection, or surveying, and the cost of contracting with providers of Complementary Transportation Services, including Site Specific Shuttles. Projects and activities may also include funding the operating costs of additional DART services within the CITY such as expanded or modified GoLink zones for a period of time.

3.2. CITY Submittal of a Project. CITY will submit to DART a description of a proposed project, a cost estimate, and a statement demonstrating how the proposed project will benefit DART's Public Transportation System or will provide Complementary Transportation Services. CITY may amend and resubmit alternative proposed projects for review and approval by DART after the June 30, 2026 deadline in Section 4.3 by submitting a request in writing to DART. All requests shall include information that demonstrates no funds have been expended on previously approved projects. All other critical deadlines in Section 4.3 will remain in effect.

3.3 DART Approvals. DART staff will have fourteen (14) business days to review and respond to the proposed Project(s).

3.4 Eligible Projects. Only after a proposed project has been approved by DART in writing shall the proposed project be deemed an Eligible Project for the purposes of this Agreement.

**Section IV. Financial Considerations**

4.1 Eligibility for Reimbursement. CITY's expenditure of funds for a proposed project prior to DART's approval of such project in accordance with Section 3.4 of this Agreement may render such expenditures ineligible for reimbursement by DART. DART shall have no

obligation to reimburse CITY for any Eligible Project undertaken prior to DART's approval therefor and DART is not obligated to provide Funds for activities performed or costs incurred prior to the execution of this Agreement.

4.2 Disbursement of Funds. DART shall disburse Funds to CITY only if CITY is in good standing per Section 2.2, and has received certification under Section 2.3 for Eligible Projects approved by DART in accordance with the following terms:

a. General. DART will provide funds to CITY up to the amount of Funds available to CITY under the GMP. DART shall have no obligation to pay to CITY an amount greater than the amount of Funds available to CITY if DART has approved more than one Eligible Project for CITY. Unless otherwise agreed by DART, DART shall not be responsible to pay any cost overruns. To the extent permitted by law, CITY shall RELEASE AND HOLD DART HARMLESS from any claims or liabilities arising from the use of the Funds or implementation or operation of an Eligible Project.

b. Payment. DART's President & Chief Executive Officer or designee shall approve all Fund distributions. DART shall distribute undisputed Funds by September 30, 2026.

4.3 Critical Deadlines. CITY shall submit proposed projects to DART for approval by June 30, 2026. CITY shall submit quarterly reports to DART to demonstrate progress on approved projects by the 15th of January, April, July, October each year until project completion. City shall provide documentation demonstrating completion of Eligible Project(s) to DART for its records by September 30, 2029. Funds not expended by CITY on approved projects prior to September 30, 2029, shall be returned to DART and transferred to DART's reserve funds according to the Financial Standards in place at the time.

4.4 Audit Rights. If a subsequent audit of Eligible Project documentation submitted under Section 4.3 reveals that Funds were expended in violation of this Agreement. CITY will be provided a copy of any report and will be given ten (10) business days to respond to any expenditure in violation of this Agreement. If findings do not change, CITY shall promptly reimburse such Funds to DART. If there is continued disagreement on the findings, Section IX Dispute Resolution may be pursued.

## Section V. Termination

5.1 DART Termination.

a. If CITY fails to meet any of the critical dates identified in Section 4.3 or otherwise comply with the terms of this Agreement, DART may terminate this Agreement by providing thirty calendar days' written notice. Upon termination of this Agreement by DART under this Section 5.1(a), CITY shall return to DART any Funds (a) disbursed but not yet used for an Eligible Project; or (b) used for a non-qualifying activity or purpose in violation of this Agreement; and DART shall have no further obligation to CITY under this Agreement.

b. Additionally, DART shall have the right to terminate this Agreement under Section VI.

5.2 Expiration of Agreement. This Agreement shall terminate automatically upon the earlier forfeiture of $_____in Funds to CITY and December 31, 2029; provided, however, obligations identified in 10.7, shall survive termination.

**Section VI. Withdrawal of Service Area City**

If an eligible municipality orders an election to withdraw from DART prior to the disbursement of funds as outlined in Section 4.2, payment under this agreement will be forfeited by CITY regardless of the election outcome and DART will retain the funds for investment in capital and/or operating programs to benefit the transit system and riders.

If an eligible municipality orders an election to withdraw from DART after the disbursement of funds as outlined in Section 4.2, any unspent Funds disbursed to the CITY in an active GMP agreement shall be returned to DART regardless of the election outcome. If the Funds are not reimbursed to DART, then the amount of Funds disbursed to the CITY under the agreement(s) shall be deemed an outstanding debt owed to DART.

**Section VII. Legislative Activities of Service Area City**

If an eligible municipality approves legislative priorities or a resolution that seeks to redirect or reduce any portion of the voter approved one cent sales and use tax prior to the disbursement of funds as outlined in Section 4.2, payment under this agreement will be forfeited by CITY. Furthermore, if such activities are taken after disbursement of Funds, any Funds previously disbursed to the CITY under this agreement shall promptly be reimbursed to DART. If the Funds are not reimbursed to DART, then the amount of any Funds disbursed to the CITY under this agreement shall be deemed an outstanding debt owed to DART.

This section does not apply to mutually acceptable legislative activities that are undertaken in collaboration with DART, consistent with DART Board approved legislative priorities.

**Section IX. Dispute Resolution**

DART and CITY will make good faith efforts to resolve any issues or disputes which may arise under this Agreement. If an issue or dispute cannot be resolved, it will be elevated to CITY's City Manager and the DART President & Chief Executive Officer as the final arbiters of the issue or dispute in accordance with the powers and authorities vested in them.

**Section X. Miscellaneous**

10.1 Notices. Notice shall be provided in writing at the following addresses:

**DALLAS AREA RAPID TRANSIT** **CITY**
1401 Pacific Avenue
Dallas, Texas 75202-7210
cfo@dart.org
Attn: EVP, Chief Financial Officer

Copy to:
DART General Counsel
P.O. Box 660163
Dallas, TX 75266-7255

Either Party may designate a different address for receipt of notice by giving written notice of such change of address.

10.2 Governing Law; Voting Requirements for Initiation of Suit Against CITY. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any action brought by a party to enforce any provision of this Agreement shall be commenced in a state district court of competent jurisdiction in Dallas County, Texas. DART shall not name or implead a principal or non-principal municipality (CITY) or its officers or employees except upon a two-thirds vote of the DART Board.

10.3 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings. This Agreement may be amended or supplemented only by a written instrument executed by the Parties.

10.4 No Joint Enterprise. The Parties do not intend that this Agreement be construed as finding that the Parties have formed a joint enterprise. 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.

10.5 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.6 Construction and Interpretation. This Agreement shall not be construed against the drafting Party.

10.7 Severability. If any provision of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable. Except for the time periods that CITY shall submit applications for eligible projects, all sections of the Interlocal Agreement survive and remain in force and effect.

10.8 No Waiver of Governmental Immunity. By entering into this Agreement, neither Party waives or diminishes any defenses available to it, including, by example and without limitation, governmental immunity and statutory caps on damages.

10.9 No Discrimination. In the performance of this Agreement, each Party warrants that is shall not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin, veteran status or other protected group of persons.

10.10 Signature Authority. Each of the individuals signing this Agreement warrants that he or she is duly and properly authorized to execute this Agreement on behalf of his or her respective Party.

**DALLAS AREA RAPID TRANSIT**

Nadine S. Lee
President & Chief Executive Officer

Date: _____

**[CITY**]

_____
City Official

Title: _____

Date: _____

# Agenda Report

*Committee-of-the-Whole* ☒

**DATE:** **September 30, 2025**

**SUBJECT:** **Update on DART Cares Multi-Disciplinary Response Team Program and Discussion of Recommended Permanent Program**

## RECOMMENDATION

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

## BUSINESS PURPOSE

- DART staff will provide the Board with an update on the DART Cares Multi-Disciplinary Response Team (MDRT) program, including evaluation metrics, and seek Board input on issuing a Request for Proposals (RFP) to secure multi-year behavioral health clinician services, thereby making the MDRT program a permanent initiative.
- The DART Cares MDRT program is designed to:
  - Ensure a safe, secure, and comfortable environment for all DART riders.
  - Prevent the use of DART vehicles and facilities as de facto shelters.
  - Provide targeted outreach and connect vulnerable populations to appropriate services through a coordinated, community-based response.
- This briefing supports FY 2025 President & Chief Executive Officer Goal 3c: Evaluate and recommend permanent MDRT program; and Strategic Plan Initiative 3A.2: Build upon current collaboration with cities and partner organizations to enhance outreach to and support for vulnerable populations on the system.
- The COVID-19 pandemic led to increased visibility of homelessness and behavioral health concerns on the transit system, prompting safety concerns among customers and the community
- In early 2022, DART engaged the Meadows Mental Health Policy Institute (MMHPI) to conduct an in-depth review of homelessness and behavioral health challenges affecting the DART system. The objective was to identify effective strategies for addressing conditions that adversely impact the rider's experience.
- MMHPI recommended an MDRT model that integrates law enforcement, paramedics, and behavioral health clinicians. This approach facilitates outreach and connection to services for unhoused individuals and those experiencing behavioral health issues on the DART system.
- On November 15, 2022 (Resolution No. 220172), the Board approved a contract with MMHPI to design and launch a beta version of the MDRT pilot program.
- On October 31, 2023 (Resolution No. 230141), the Board approved an interlocal agreement (ILA) with Parkland Health to provide licensed social workers for the MDRT. Dallas Fire-Rescue (DFR) paramedics were also included as part of the response team.

- On November 12, 2024 (Resolution No. 240143), the Board approved an extension to the ILA with Parkland through October 30, 2025. The revised model no longer includes DFR and allows the MDRT to serve transit areas beyond the City of Dallas. DART staff have been meeting with all service area cities and other social service organizations to discuss the program.
- In February 2025, DART conducted a systemwide Point-in-Time Count to establish a baseline for evaluating the scale of behavioral health and homelessness issues relevant to the MDRT program.
- Discussion of this item will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

# Agenda Report

| Attachments: | Voting Requirements: |
|---|---|
| 1. Contract Award Analysis<br>2. D/M/WBE Details<br>3. Service Area Map | Majority |

**DATE:** September 30, 2025

**SUBJECT:** Approval of Contract for West Dallas Site-Specific Shuttle Service

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a three-year contract with two one-year options for West Dallas Site-Specific Shuttle Service [Contract No. C-2090681-01] to Circuit Transit, Inc., for a total authorized amount not to exceed $3,310,100 over the five-year term, with DART's share of $1,075,000 over the five-year term, and Toyota's share of $2,235,100.

## FINANCIAL CONSIDERATIONS

- This contract for West Dallas Site-Specific Shuttle Service is included in Service Planning & Scheduling's proposed FY 2026 operating budget.
- Sufficient funding for DART's portion of this contract in the amount of $1,075,000 is included in both Service Planning & Scheduling's proposed FY 2026 Operating Expense budget and the Total Operating Expense line item of the proposed FY 2026 20-Year Financial Plan.
- Under the funding agreement with Toyota Motor North America, Inc. (Toyota), DART will provide the balance of up to 34% of the cost of this service.

## BUSINESS PURPOSE

- Approval of this agreement will assist DART in achieving Agency Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind.
- On April 14, 1998 (Resolution No. 980078), the Board approved DART Board Policy III.16, Site-Specific Shuttle Service Policy, which allows a city in the DART Service Area or a private entity to provide funding to support DART fixed-route service.
- On March 22, 2022, Toyota approached DART with a West Dallas Site-Specific Shuttle first/last-mile service proposal to support a high concentration of senior living and low-income housing within a portion of the West Dallas area using electric vehicles.
- On November 15, 2022 (Resolution No. 220176), the Board awarded a one-year contract with no options for the West Dallas Site-Specific Shuttle Service Pilot Program [Contract No. C-2073713-01] to Circuit Transit, Inc., for a total authorized amount not to exceed $630,000.

- On October 31, 2023 (Resolution No. 230139), the Board authorized a one-year contract extension for the West Dallas Site-Specific Shuttle Service Pilot Program to Circuit Transit, Inc., through December 31, 2024, increasing the not-to-exceed amount by $630,000, for a total authorized amount not to exceed $1,260,000.

- On August 31, 2024, Toyota agreed to modify the funding agreement with DART to cover the advertising credit gap for Circuit Transit, Inc. Under the funding agreement, Toyota will provide an additional $75,000, leaving Circuit Transit, Inc., to provide $25,000 annually.

- On October 22, 2024 (Resolution No. 240122), the Board authorized a one-year contract extension for the West Dallas Site-Specific Shuttle Service Pilot Program to Circuit Transit, Inc., through December 31, 2025, to continue analyzing the long-term benefits of implementing a permanent West Dallas Site-Specific Shuttle Service to improve the West Dallas service area commute and increase DART efficiency.

- The West Dallas On-Demand service was evaluated during the three-year pilot status and has consistently met the performance standards and evaluation factors. Staff recommends converting the pilot program to a permanent shuttle service. If approved by the Board, the service agreement will begin on January 1, 2026, and end December 31, 2030 (including two one-year options).

- A Request for Proposals (RFP) was sent for the West Dallas Site-Specific Shuttle service for a three-year term contract with two one-year options. Solicitations were received from two firms. The contract will be awarded to Circuit upon Board approval.

- The service area for the West Dallas On-Demand Service is identified in Attachment 3. Circuit Transit, Inc., will provide supplementary on-demand service within the zones described. The service will also include DART's West End Station, EBJ Union Station, and connections to other DART services. Service will operate Monday-Friday from 7:00 a.m. to 7:00 p.m. Service will include ADA-capable vehicles.

- A separate funding agreement with Toyota is pending approval by the DART Board on the same date for the West Dallas Site-Specific Shuttle Service. A breakdown of the program cost is provided as follows: DART commitment $1,075,000 (averaging 32%) and Toyota commitment $2,235,100 (averaging 68%) covering the base three-year term with two one-year options.

**PROCUREMENT CONSIDERATIONS**

- On April 14, 2025, a Request for Proposals (RFP) notification was sent to firms for the West Dallas Site-Specific Shuttle Service.

- This will be a Definite Quantity/Definite Delivery (DQ/DD) contract for a term of three years with two one-year options.

- The contract award analysis is provided as Attachment 1.

**D/M/WBE CONSIDERATIONS**

- The goal for this contract was established in February 2025 at 5% M/WBE participation.

- Circuit Transit, Inc., the prime contractor, has committed to exceed the goal.

- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in

Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

**LEGAL CONSIDERATIONS**

- Section 452.056(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, allows for Board consideration of partial funding of up to 50% in an agreement for a third party to subsidize a DART-operated route in order to support continuation of that service.

**Dallas Area Rapid Transit Authority**
**CONTRACT AWARD ANALYSIS**
**(Request for Proposals)**
**RFP NO. P-2090681**

## Contract Information

**A. Description:** West Dallas Site-Specific Shuttle Services

**B. Contractor:** Circuit Transit, Inc.

**C. Contract Number:** C-2090681-01

**D. Contract Amount:** Not to exceed $1,075,000

**E. Contract Type:** Definite Quantity/Definite Delivery (DQ/DD)

**F. Performance Period/Term of Contract:** Three years from the Notice to Proceed

**G. Options Available:** Two, one-year options

**H. Bond Requirement:** N/A

**I. Liquidated Damages:** N/A

**J. Funding Source:** Local

## Solicitation Information

**A. Issue Date**: April 14, 2025

**B. Notifications Sent to Registered Suppliers:** Yes

**C. Date and Time for Proposal Receipt:** May 7, 2025 @ 2:00 P.M. (Central Time)

**D. Proposals Received:** Two

**E. Discussion of Proposal Evaluation Process:** The proposals were evaluated against following criteria by a Source Evaluation Committee (SEC) appointed to conduct proposals evaluations:

| | |
|---|---|
| Qualification of the Firm or Past Performance | 300 Maximum Points |
| Qualifications of the Staff or Project Personnel | 200 Maximum Points |
| Work Plan Work Management or Project Approach | 200 Maximum Points |
| Price | 300 Maximum Points |
| **Total** | **1,000 Maximum Points** |

**F. Discussion of Unacceptable Proposals:** None

**G. Proposal Scoring:**

| Firm Name | Base Price | Option 1 | Option 2 | Base + Option Pricing | Price Points (Max Points 300) | Technical Points (Max Points 700) | Total Points 1,000 | Rank |
|---|---|---|---|---|---|---|---|---|
| **Circuit Transit Inc.** | **$1,936,832** | **$678,157** | **$695,111** | **$3,310,100** | **300** | **585** | **885** | **1** |
| Via Transportation Inc/Tidewater Transit LLC | $1,941,436 | $686,356 | $706,947 | $3,334,739 | 299 | 558 | 857 | 2 |

**DART's Commitment NTE $1,075,000, Toyota Commitment $2,235,100, Total $3,310,100*

**H. Negotiation Memorandum:** Available for review in the contract file.

**I. Cost & Price Analysis:** Price is fair and reasonable based on historical pricing, and comparison to the independent cost estimate (ICE).

**J. Determination of Responsibility:**
**Bond Check:** N/A
**Reference Check:** Satisfactory
**Financial Responsibility Survey:** Satisfactory
**Insurance Check:** Yes
**On-Site Inspection:** N/A
**Arithmetic Check:** Yes
**Verification of Offer:** Yes
**Buy America Certification and/or Audit, if applicable:** N/A
**Debarred/Suspended list:** Not on the debarred /suspended list.

**K. Protests Received:** None

**L. Determinations Required:** None

**Determination and Recommendation**

Circuit Transit, Inc. is a responsible offeror that achieved the highest score considering technical and price factors. They have the capacity to perform this contract and are recommended for award.

## Approval of Contract for West Dallas Site-Specific Shuttle Services

**M/WBE Considerations**

The goal for this contract was established in February 2025 at 5% M/WBE participation. Circuit Transit, Inc., the prime contractor, has committed to exceed the M/WBE goal through utilization of the following certified firms:

**MBE PARTICIPATION**

| VENDOR | LOCATION | ETHNICITY | SERVICE | AMOUNT | PERCENTAGE |
|---|---|---|---|---|---|
| ADCO Decal & Sign Company, Inc. | Dallas, TX | Black Male | Supply & Install Vehicle Decals/Signs | $2,687 | 0.25% |
| Clear Dot Inc | Dallas, TX | Black Male | As-Needed EV Vehicle Maintenance | $26,875 | 2.50% |
| MNSR Holdings, LLC DBA MNSR Studios | Haltom City, TX | Black Male | Vehicle Wrapping | $26,875 | 2.50% |
| | | | **TOTAL MBE PARTICIPATION:** | **$56,437** | **5.25%*** |

**NOTE:** The goal is based on the not to exceed amount of $1,075,000. If there are any changes to this amount, the original goal shall still apply.

*The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.

**Summary of EEO-1 Report**

Circuit Transit, Inc. is located in Fort Lauderdale, FL and employs 354 individuals. The following is an analysis of their EEO-1 report:

| | ASIAN | BLACK | HISPANIC | NATIVE AM. | WHITE | TOTAL | PERCENTAGE |
|---|---|---|---|---|---|---|---|
| **MALES** | 3 | 85 | 80 | 3 | 110 | 281 | **79.38%** |
| **FEMALES** | 1 | 9 | 28 | 0 | 35 | 73 | **20.62%** |
| **TOTAL** | 4 | 94 | 108 | 3 | 145 | 354 | **100%** |
| **PERCENTAGE** | **1.13%** | **26.55%** | **30.51%** | **0.85%** | **40.96%** | **100%** | |

Attachment 3

# West Dallas Site-Specific Shuttle Map



**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of Contract for West Dallas Site-Specific Shuttle Service**

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

WHEREAS, in March 2022, Toyota Motor North America, Inc. (Toyota), sought a Site-Specific Shuttle Service Funding Agreement partnership for weekday service, which would begin on January 1, 2023, and end December 31, 2023; and

WHEREAS, on November 15, 2022 (Resolution No. 220176), the Board authorized the award of a one-year contract with no options for the West Dallas Site-Specific Shuttle Service Pilot Program [Contract No. C-2073713-01] to Circuit Transit, Inc., for a total authorized amount not to exceed $630,000; and

WHEREAS, on October 31, 2023 (Resolution No. 230139), the Board granted an extension of the one-year contract with Circuit Transit, Inc., which began on January 1, 2024, and ended on December 31, 2024, increasing the not-to-exceed amount by $630,000, for a total authorized amount not to exceed $1,260,000; and

WHEREAS, on August 31, 2024, Toyota agreed to modify the funding agreement with DART to cover the advertising credit gap for Circuit Transit, Inc., and to provide an additional $75,000, leaving Circuit to provide $25,000 annually; and

WHEREAS, on October 22, 2024 (Resolution No. 240122), the Board granted an extension for a final one-year contract with Circuit Transit, Inc., which began on January 1, 2025, and ends on December 31, 2025, increasing the not-to-exceed amount by $630,000, for a new total authorized amount not to exceed $1,890,000; and

WHEREAS, the West Dallas On-Demand service was evaluated during the three-year pilot status and has consistently met the performance standards and evaluation factors. Staff recommends converting the pilot program to a permanent shuttle service. If approved by the Board, the service agreement will begin on January 1, 2026, and end December 31, 2030 (including two one-year options); and

WHEREAS, a competitive sealed proposal procurement for a three-year contract with two one-year options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, Circuit Transit, Inc., was selected to continue to operate West Dallas Site-Specific Shuttle Service within the West Dallas zone supporting bus, GoLink, and light rail at West End Station and Union Station; and

WHEREAS, the price for this contract is fair and reasonable; and

WHEREAS, in accordance with Policy No. III.16, DART's financial participation in this service agreement may be up to 50% of the shuttle service cost. DART's financial participation in the

proposed contract with Circuit is up to 34% of the total shuttle service cost.; and

WHEREAS, funding for this contract is within the proposed FY 2026 operating budget and proposed FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a three-year contract with two one-year options for West Dallas Site-Specific Shuttle Service [C-2090681-01] to Circuit Transit, Inc., for a total authorized amount not to exceed $3,310,100 over the five-year term, with DART's share of $1,075,000 over the five-year term, and Toyota's share of $2,235,100.

**Approval of Contract for West Dallas Site-Specific Shuttle Service**

Prepared by: /s/ Dee Leggett
Dee Leggett
Executive Vice President
Chief Development Officer

Approved as to form: /s/ Gene Gamez
Gene Gamez
General Counsel

Approved by: /s/ Nadine S. Lee
Nadine S. Lee
President & Chief Executive Officer

# Agenda Report

**Voting Requirements:**
**Majority**

**DATE:** **September 30, 2025**

**SUBJECT:** **Approval of Funding Agreement with Toyota Motor North America, Inc.**

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a three-year agreement with two, one-year options with Toyota Motor North America, Inc. (Toyota), substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review, for DART and Toyota's financial contributions to the West Dallas Site-Specific Shuttle Service in an amount not to exceed $215,000 annually and $1,075,000 over the five-year term, with Toyota's share of $2,235,100 over the five-year term.

## FINANCIAL CONSIDERATIONS

- This Funding Agreement with Toyota Motor North America, Inc. is included in the Service Planning & Scheduling Department's proposed FY 2026 operating budget.
- Sufficient funding for this Funding Agreement in the amount of $1,075,000 is included in both the Service Planning & Scheduling Department's proposed FY 2026 Operating budget and the Total Operating Expense line item of the proposed FY 2025 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this agreement will assist DART in achieving Agency Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind.
- On April 14, 1998 (Resolution No. 980078), the Board approved DART Board Policy III.16, Site-Specific Shuttle Service Policy, which allows a city in the DART Service Area or a private entity to provide funding to support DART fixed-route service.
- On March 22, 2022, Toyota approached DART with a proposal for a Site-Specific Shuttle first/last mile service to support a high concentration of senior living and low-income housing within a portion of the West Dallas area, utilizing all-electric vehicles. Toyota is currently utilizing Circuit Transit, LLC, which employs local area residents to operate the service.
- On November 15, 2022 (Resolution No. 220177), the Board approved a one-year funding agreement with Toyota Motor North America, Inc., for the West Dallas Site-Specific Shuttle Service pilot program in a total authorized amount not to exceed $215,000, with Toyota's 50% share not to exceed $315,000, and a remaining $100,000 advertising credit provided by the vendor.

- On October 31, 2023 (Resolution No. 230140), the Board approved extending the funding agreement with Toyota for the West Dallas Site-Specific Shuttle Service pilot program for one year through December 31, 2024, in an amount not to exceed $215,000, with Toyota's 50% share not to exceed $315,000, and a remaining $100,000 advertising credit provided by the vendor.

- On August 31, 2024, a contract modification was submitted, whereby Toyota agreed to provide an additional $75,000 annually to cover a gap in the advertising revenue for the West Dallas Circuit service and maintain the existing level of service. Toyota would pay 62% of the weekday service, not to exceed $390,000 annually. Circuit would continue to provide $25,000 annually in advertising credit.

- On October 22, 2024 (Resolution No. 240123), the Board approved extending the funding agreement with Toyota for the West Dallas Site-Specific Shuttle Service pilot program for one final year through December 31, 2025, in an amount not to exceed $215,000, with Toyota's share not to exceed $390,000 annually, and the remaining $25,000 annual advertising credit provided by the vendor.

- The West Dallas Service Area has a dense population of senior assisted living facilities, affordable housing, schools, and retail. The service has provided enhanced connectivity to existing DART services and facilities in the targeted area.

- During the third and final year of the pilot program, DART staff and Toyota agreed to apply service level standards and develop a long-term sustainable plan to implement a permanent shuttle program in the West Dallas area.

- DART sees value in seeking a five-year funding agreement with Toyota to continue providing services in this area, which is high in senior-living facilities and low-income housing. If approved by the Board, the agreement will begin on January 1, 2026, and end on December 31, 2030.

- A separate contract is pending approval by the DART Board on the same date for Circuit Transit, Inc., to operate the service.

## 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, allows for Board consideration of an agreement for a third party to subsidize a DART-operated route in order to support continuation of that service.

**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of Funding Agreement with Toyota Motor North America, Inc.**

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

WHEREAS, in accordance with Policy III.16, DART's financial participation in this service agreement may be up to 50% of the shuttle service cost; and

WHEREAS, on November 15, 2022 (Resolution No. 220177), the Board approved a one-year funding agreement with Toyota Motor North America, Inc. (Toyota), for the West Dallas Site-Specific Shuttle Service pilot program in a total authorized amount not to exceed $215,000, with Toyota's 50% share not to exceed $315,000, and a remaining $100,000 advertising credit provided by the vendor; and

WHEREAS, on October 31, 2023 (Resolution No. 230140), the Board approved extending the funding agreement with Toyota for the West Dallas Site-Specific Shuttle Service pilot program for one year through December 31, 2024, in an amount not to exceed $215,000, with Toyota's 50% share not to exceed $315,000, and a remaining $100,000 advertising credit provided by the vendor; and

WHEREAS, on August 31, 2024, a contract modification was submitted as Toyota agreed to provide an additional $75,000 annually to cover a gap in the advertising revenue for the West Dallas service and maintain the existing level of service; and

WHEREAS, on October 22, 2024 (Resolution No. 240123), the Board approved extending the funding agreement with Toyota for the West Dallas Site-Specific Shuttle Service pilot program for one final year through December 31, 2025, in an amount not to exceed $215,000, with Toyota's share not to exceed $390,000 annually, and the remaining $25,000 annual advertising credit provided by the vendor; and

WHEREAS, the West Dallas On-Demand service was evaluated during the three-year pilot status and consistently met the performance standards and evaluation factors to convert the pilot program to permanent Site-Specific Shuttle; and

WHEREAS, Toyota and DART see the value of seeking a permanent Site-Specific Shuttle in the West Dallas area and have agreed to funding agreement to secure the program. The contractor, Circuit Transit, Inc., was selected through DART's competitive procurement process. Contract is pending DART Board approval on the same day; and

WHEREAS, funding for this service agreement is within proposed FY 2026 Operating Budget and proposed FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a three-year

agreement with two, one-year options with Toyota Motor North America, Inc., substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review, for DART and Toyota's financial contributions to the West Dallas Site-Specific Shuttle Service in an amount not to exceed $215,000 annually and $1,075,000 over the five-year term, with Toyota's share of $2,235,100 over the five-year term.

**Approval of Funding Agreement with Toyota Motor North America, Inc.**

| | |
|---|---|
| Prepared by: | /s/ Dee Leggett<br>Dee Leggett<br>Executive Vice President<br>Chief Development Officer |
| Approved as to form: | /s/ Gene Gamez<br>Gene Gamez<br>General Counsel |
| Approved by: | /s/ Nadine S. Lee<br>Nadine S. Lee<br>President & Chief Executive Officer |

**FOURTH AMENDMENT**

**TO**

**GRANT AGREEMENT**

This Fourth Amendment (this "**Amendment**") to the Grant Agreement, is made and entered into as of October 1, 2025 ("**Effective Date**"), by Toyota Motor North America, Inc., a California corporation ("**Toyota**"), and Dallas Area Rapid Transit ("**Grantee**"). Capitalized terms used but not defined in this Amendment have the definitions ascribed to such terms in the Agreement (defined below).

**A.** Pursuant to that certain Grant Agreement, effective as of January 1, 2023, by and between Toyota and Grantee (as amended, modified, or otherwise restated from time to time, the "**Agreement**"), Grantee is providing certain shuttle services in and around the west Dallas metro area; and

**B.** Pursuant to the Agreement, Toyota is provided Grantee certain Grant Funds to support the shuttle services in consideration as described in the Fact Sheet, Exhibits attached thereto, and as later amended and modified; and

**C.** The parties now desire to amend the Agreement in one or more certain respects, as set forth in this Amendment.

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

1. **Amendment to Agreement**.

1.1. Section C (Term of Agreement) shall be amended and replaced with the following:

2.1 **C. TERM OF AGREEMENT**: The term of this Agreement shall begin on the Effective Date and terminate on the Termination Date as described below (the "**Initial Term**"). At any time prior to the expiration of the Initial Term, the parties may extend the term of this Agreement for up to two (2) additional 12-month extensions beyond the Initial Term (each 12-month extension a "**Renewal Term**") by mutually executing a written amendment to this Agreement.

| | |
|---|---|
| **Effective Date** | 01/01/2023 |
| **Termination Date** | 12/31/2028 |

1.2. Section D (Grant Amount and Payment Terms) shall be amended and replaced with the following Table D1:

**D. GRANT AMOUNT AND PAYMENT TERMS.** The following Table D1 details payment dates and amounts for the Initial Term (01/01/2026 thru 12/31/2028), as well as the optional Renewal Terms:

| Installment Number | Date of Payment | Number of Payments | Amount of Payment (Not to Exceed) | Extended Amounts (Not to Exceed) |
|---|---|---|---|---|
| 01 | 01/31/2026 | 1 | $ 297,500.00 | $ 297,500.00 |
| 02 | 06/30/2026 | 1 | $ 117,236.00 | $ 117,236.00 |
| 04 | First of Each Calendar Month in 2027 | 12 | $ 35,873.25 | $ 430,479.00 |
| 05 | First of Each Calendar Month in 2028 | 12 | $ 37,218.00 | $ 446,617.00 |

| | | | | |
|---|---|---|---|---|
| 06 | Optional / Renewal Term First of Each Calendar Month in 2029 | 12 | $ 38,596.41 | $ 463,157.00 |
| 07 | Optional / Renewal Term First of Each Calendar Month in 2030 | 12 | $ 40,009.25 | $ 480,111.00 |
| **Total Not to Exceed (NTE) Grant Amount for Term 01/01/2026 thru 12/31/2028, as well as 2 Optional Renewal Terms:** | | | | **$ 2,235,100.00** |

1.3. **Exhibit.** Section K (Exhibits) shall be amended and replaced with the attached Exhibit A.

2. **Miscellaneous**.

2.1. The Agreement, as amended herein, is ratified, approved and confirmed in each and every respect. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

2.2 The Agreement, as amended herein, constitutes the entire agreement concerning the subject matter hereof and supersedes any prior or contemporaneous representations or agreements (whether written or oral) concerning the subject matter hereof.

2.3 All references to the Agreement in any other document, instrument, agreement or other writing shall be deemed to refer to the Agreement as amended by this Amendment.

2.4 Each party executing this Amendment represents that it has full authority and legal power to do so.

2.5 This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the parties. Delivery of an executed counterpart of this Amendment by electronic method of transmission is as effective as delivery of an original executed counterpart. An executed counterpart of this Amendment delivered by electronic method shall be followed by delivery of an original copy of such executed counterpart, but the failure to do so shall not affect the validity, enforceability, and binding effect of this Amendment.

2.6 The parties hereto have executed this Amendment as of the Effective Date set forth above.

****** SIGNATURES TO FOLLOW ON NEXT PAGE ******

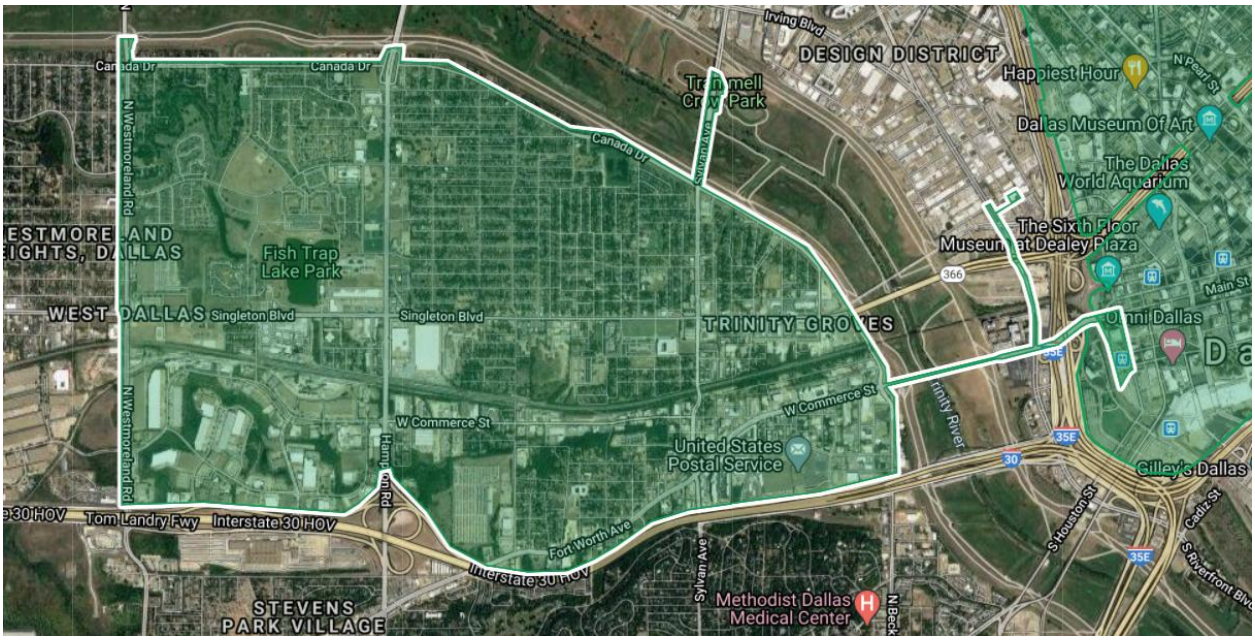
**TOYOTA MOTOR NORTH AMERICA, INC.** **DALLAS AREA RAPID TRANSIT**

| | |
|---|---|
| BY | BY |
| NAME | NAME |
| TITLE | TITLE |
| DATE | DATE |

**EXHIBIT A**

Toyota will provide funding for the West Dallas Circuit service operated from January 1, 2026 - December 31, 2028, with service from 7:00 AM – 7:00 PM Monday – Friday with a mixed fleet of six (6) electric vehicles. With mutual written agreement from Grantee, Toyota also has the option of extending funding for this West Dallas Circuit service for calendar year 2029 (for shuttle service operations from January 1, 2029 - December 31, 2029) and calendar year 2030 (for shuttle service operations from January 1, 2030 -December 31, 2030).

The West Dallas Circuit service fleet will operate in a demand-based coverage area (outlined in map below) with door-to-door service where riders can request a ride to/from any location within a geofenced coverage area. A pooling algorithm is enabled to further reduce single occupancy vehicle trips by linking riders headed in the same direction, with parameters for these rides specified in coordination with DART.



# Agenda Report

| Attachments: | Voting Requirements: |
|---|---|
| 1. Redline Agreement<br>2. Agreement History<br>3. Pricing Schedule from Second Amendment | Majority |

**DATE:** **September 30, 2025**

**SUBJECT:** **Approval of Fourth Amendment to the Site-Specific Shuttle Interlocal Funding Agreement with The University of Texas at Dallas**

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to: 1) correct Resolution No. 200027 to read as the Third Amendment and a new total authorized amount not to exceed $29,886,213; and 2) execute the fourth amendment to the site-specific shuttle interlocal funding agreement between The University of Texas at Dallas (UTD) and Dallas Area Rapid Transit (DART), substantially in the form shown in Exhibit 1 to the Resolution, for the joint provision of a site-specific shuttle service, with a total cost to DART not to exceed $15,993,408, over nearly a 4-year term through September 20, 2029, for a new total authorized amount not to exceed $45,879,621. UTD will reimburse DART for 50.24% of the total cost, contributing $8,033,493.

## FINANCIAL CONSIDERATIONS

- This interlocal agreement (ILA) for the Fourth Amendment to the Site-Specific Shuttle Interlocal Funding Agreement with The University of Texas at Dallas is included in the Bus Operations Department's proposed FY 2026 operating budget.
- Sufficient funding for this ILA amendment in the amount of $15,993,408 is included in both the Bus Operations Department's proposed FY 2026 operating budget and Total Operating Expense line item of the proposed FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of the resolution will assist DART in achieving Agency Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind.
- DART Board Policy III.16, Site-Specific Shuttle Service Policy, permits DART to fund up to 50% of the cost of site-specific shuttle service and contemplates site-specific shuttle agreements with colleges and universities.
- The UTD Site-Specific Shuttle provides service between CityLine/Bush Station, the UTD campus, and the surrounding residential community east and west of the campus.

- Details of the amendments made to the agreement are described below and redlined version is shown in Attachment 1:
    - The amendment provides a cost savings of approximately 15% compared to re-procuring the service through a new competitive solicitation.
    - The amendment grants DART increased control over vehicle maintenance and brand management, ensuring that all vehicles are consistently branded in accordance with DART and UTD standards, replacing the contractor's current mix of branded and unbranded vehicles.
    - Contract's fund is projected to be used up in February 2026; this amendment will provide coverage for service.
    - DART will directly operate the service beginning February 2026.
- The Board has approved the Site-Specific Shuttle agreement and multiple amendments with UTD since 2016 as shown in Attachment 2.
- An error was discovered in Resolution No. 200027 being referenced as a Second Amendment but should have been referenced as the Third Amendment. In addition, there was a discrepancy in the pricing schedule; therefore, the not to exceed amount of $23,786,988 was inaccurate and should have been $29,886,213 reflecting added service. (See Attachment 3.)

**LEGAL CONSIDERATIONS**

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

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.

**FOURTH AMENDED CAMPUS SHUTTLE SERVICE AGREEMENT**

THIS FOURTH AMENDED CAMPUS SHUTTLE SERVICE AGREEMENT ("Fourth Amendment"), by and between **DALLAS AREA RAPID TRANSIT** ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and **THE UNIVERSITY OF TEXAS AT DALLAS** ("UTD"), an agency of the State of Texas, whose address is 800 West Campbell Road, Richardson, Texas 75080. DART and UTD are referred to in this Fourth Amendment individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

WHEREAS, DART's Site-Specific Shuttle Service Policy No. ~~111~~III.16 permits the partial funding by DART of circulator shuttle services operated by DART employees or private entities connecting to rail stations or transit centers, and allows a maximum 50% DART share in the cost of operating such services, and to DART for the Service; and

WHEREAS, DART's Board of Directors approved a UTD and DART Site-Specific Shuttle lnterlocal Cooperation Agreement on June 28, 2016, to provide circular shuttle service (hereinafter referred to as the "UTD Shuttle Service ILA"); and

WHEREAS, DART's Board of Directors approved a First Amendment of the UTD Shuttle Service ILA on January 9, 2018 ("First Amendment"), a Second Amendment of the UTD Shuttle Service ILA on February 12, 2019 ("Second Amendment"), and a Third Amendment of the UTD Shuttle Service ILA on March 10, 2020 ("Third Amendment").

WHEREAS, the UTD Shuttle Service ILA and the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are hereinafter referred to collectively as the "Agreement."; and

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

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

**1.00.** UTD Duties and Responsibilities. In consideration of the performance by DART of the DART Duties and Responsibilities set forth herein, and reimbursement of the funds below described, UTD covenants and agrees as follows:

**1.01.** UTD shall make payment to DART in the amount of 60% of the actual cost of the Service in FY 2017 (October 1, 2016 - September 30, 2017), and at 50% of the actual cost of the Service in FY 2018 (October 1, 2017 - September 30, 2018) and thereafter. The actual cost of the Service will be based upon the Pricing Schedule attached hereto and incorporated herein as Exhibit A-1 (revised June 2025~~February 2020~~), which specifies the fixed unit prices for revenue hours and revenue miles by year which include the cost of operations, ~~branding, maintenance,~~ and ten (10) vehicles~~and the maximum amount permitted as reimbursement for fuel and contractor incentive bonus~~. DART will invoice UTD on a monthly basis for actual cost of Service incurred by DART. ~~evidenced by invoices from DART's contractor and the DART hourly rate for three additional buses~~

~~shown in Exhibit "A-1".~~ Under no circumstances will DART expend more than the amounts set forth as DART's share in Section 4.01 below.

~~Additionally, UTD shall pay a quarterly amount based upon performance measures in the same annual percentages as indicated above, based upon invoices from DART's contractor if and to the extent the incentive is earned by DART's contractor as set forth in DART's agreement with contractor. Prior to making any incentive payment, DART will solicit and consider input from UTD as to whether DART's contractor has earned the incentive based on the terms set forth in DART's agreement with contractor.~~

~~UTD shall make payment to DART in the amount of60% of the actual cost of the DART's contractor service in FYI 7 (October 1, 2016-September 30, 2017), and 50% of the actual cost of the service in FY18 (October 1, 2017 - September 30, 2018) and thereafter. The actual cost of the service will be based upon the Pricing Schedule provided by DART's contractor attached hereto and incorporated herein as Exhibit "A" (revised l/l/2019) which specifies, the fixed unit prices forours and miles and the maximum amount permitted as reimbursement for fuel. DART will invoice UTD on a monthly basis for actual costs evidenced by invoices from DART's contractor. Under no circumstances will DART expend more than the amounts set forth as DART's share in Section 4.01 below. Additionally, UTD shall pay a quarterly amount based upon performance measures in the same annual percentages as indicated above, based upon invoices from DART's contractor if and to the extent the incentive is earned by DART's contractor as set forth in DART's agreement with contractor. Prior to making any incentive payment, DART will solicit and consider input from UTD as to whether DART's contractor has earned the incentive based on the terms set forth in DART's agreement with contractor.~~

~~UTD shall make payment to DART in the amount of 60 % of the actual cost of the Service in FY 2017 (October 1, 2016 - September 30, 2017), and at 50% of the actual cost of the Service in FY 2018 (October 1, 2017 - September 30, 2018) and thereafter. The actual cost of the Service will be based on the Pricing Schedule attached hereto and incorporated herein as Exhibit"A", which specifies the fixed unit price for hours and miles and the maximum amount permitted as reimbursement for fuel. DART will invoice UTD on a monthly basis for actual costs evidenced by invoices from DART' s contractor. Under no circumstances will DART expend more than the amounts set forth as DART's share in Section 4.01 below. Additionally, UTD shall pay a quarterly incentive amount based on performance measures in the same annual percentages as indicated above, based on invoices from DART's contractor if and to the extent the incentive is earned by DART's contractor as set forth in DART's agreement with contractor. Prior to making any incentive payment, DART will solicit and consider input from UTD as to whether DART's contractor has earned the incentive based on the terms set forth in DART's agreement with contractor.~~

**1.02.** In addition to the foregoing, UTD shall make an annual payment to DART on or before January 31 of each year of the agreement reflecting the cost to participate in the DART Annual Pass Programs by paying an amount equal to the number of passes purchased during the applicable period and as described below:

- The University Annual Pass rate effective in January 2017 shall be $15 per full-time undergraduate and graduate student.
- The University Annual Pass rate effective in January 2018, January 2019, and January 2020 shall be $16 per full-time undergraduate and graduate student.
- The University Annual Pass rate effective in January 2021/2022 shall be $17 per full-time undergraduate and graduate student.
- The University Annual Pass rate effective in January 2023/2024 shall be $18 per full-time undergraduate and graduate student.
- The University Annual Pass rate effective in January 2025/2026 shall be $19 per full-time undergraduate and graduate student.
- The University Annual Pass rate effective in January 2026/2027 shall be ~~$19 per~~at a

flat rate of $250,000 per year for full-time undergraduate and graduate students, and UTD faculty and Staff.

- The University Annual Pass rate effective in January 2027/2028 shall be ~~$20 per~~at a flat rate of $262,500 per year for full-time undergraduate and graduate students, and UTD faculty and Staff.
- The University Annual Pass rate effective in January 2028/2029 shall be ~~$21 per~~at a flat rate of $275,625 per year for full-time undergraduate and graduate students, and UTD faculty and Staff.
- The University Annual Pass rate effective in January 2029/2030 shall be at a flat rate of $289,406 per year for full-time undergraduate and graduate students, and UTD faculty and Staff.
- ~~In the event, UTD elects to participate in the DART Corporate Pass Program for faculty and Staff at any time during the term hereof, an amount equal to the number of passes purchased by UTD staff and faculty in accordance with DART's then- current Corporate Pass Programs.~~

~~The number of full-time graduate and undergraduate students for the foregoing purposes is c a l c u l a t e d b y generating t h e t o t a l number o f a c t u a l full-time students for the fall, spring and summer sessions from the preceding calendar year, and dividing that sum by 3.~~A full-time undergraduate student is defined for these purposes as a student who is enrolled in at least 12 credit hours at the end of the relevant semester. A full-time graduate student is defined as a student who is enrolled in at least nine (9) graduate credit hours at the end of the relevant semester. The number of full-time graduate and undergraduate students, faculty, and staff for the University Annual Pass Programs is capped at a maximum of 10,000 ~~20,000~~ combined total ~~students~~ passes per year for purposes of this Agreement, beginning in contract year 2026.~~.~~

UTD shall make the annual payment to DART for the University Annual Pass ~~(and the Corporate Pass if applicable)~~either through electronic means as instructed by DART or by mail to: DART, P.O. Box 840009, Dallas, TX 75284-0009.

**1.03.** UTD shall issue a ~~DART-provided University transit ID~~ "DART TAP card" to full time graduate and undergraduate students, and to eligible faculty and staff who do not have or cannot access the "GoPass App". ~~and DART-provided Corporate Passes with Employee Pictures to eligible faculty and staff who participate in the Corporate Pass Program.~~

**1.04.** UTD shall permit DART to operate the Service along the selected routes through the campus and shall work with DART to secure alternate routing at times when the official routing is not available for buses due to street closures.

**1.05.** UTD shall participate with DART on a shuttle Service Operations Committee and provide DART with information about its school calendar that is pertinent to the transportation needs of its students and staff.

**1.06.** UTD shall secure or cause to be secured, all permits and other governmental authorizations which may be required for DART to operate the Service and place bus stops and passenger amenities on campus property.

**1.07.** UTD agrees to assist DART in security matters by cooperating with DART Police and

assigning UTD Police to respond to police matters that occur on UT Dallas property until DART Police arrive at the scene of an incident.

**1.08.** DART will work in coordination with UTD and student organizations to promote the use of public transportation by students, faculty, and staff throughout the academic year.

**2. DART Duties and Responsibilities.** In consideration of the performance by UTD of the UTD Duties and Responsibilities set forth herein, and reimbursement of the funds described above and in Section 4 below, DART covenants and agrees as follows:

**2.01.** For the Service, DART shall provide, or cause to be provided, at least ~~six (6)~~ten (10) motor coach vehicles capable of carrying at least sixty-three (63) passengers each ("the Vehicles") for the period 2017 through 20219. ~~In 2020, DART shall provide or cause to be provided a total of nine (9) Vehicles for the Service.~~ To the extent that there is economic life remaining in any Vehicles added to the Service ~~in 2020 at~~by the end of the Term, the Vehicles may be used by DART for future Service, if any.

~~3 For the Service, DART shall provide or cause to be provided, at least five (5) six (6) motor coach vehicles. capable of carrying at least sixty-three (63) passengers each ("the Vehicles").~~

~~4 Notwithstanding the provisions of Section 4.01, DART shall purchase three (3) additional Vehicles to be used for the Service and to be delivered during calendar year 2020 to DART. In consideration for this additional purchase, and in addition to any other funds to be paid by UTD to DART hereunder. UTD shall reimburse DART one-half the actual cost of this purchase in equal monthly payments during the remaining term of this Agreement commencing on the first of the month after delivery of the additional buses is completed. DART will invoice UTD monthly for these purposes. To the extent that there is economic life remaining in the three buses at the end of the Term. these buses will be used for and with a future DART contractor providing the Service, if any.~~

~~**4.01.**~~**2.02.** Every Vehicle providing Service shall be compliant with the Americans With Disabilities Act of 1990 (42 U.S.C. 1210-12213) and relevant regulations applicable thereto, licensed for passenger operations by the State of Texas and equipped with a two-way radio as well as global positioning (GPS) technology that feeds vehicle locations to a mobile phone application that is available to UTD students and staff.

~~**4.02.**~~ 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 dressed in a DART uniform. ~~selected or approved by DART and reasonably satisfactory to UTD.~~

**2.03.**

~~**4.03.**~~

~~**4.04.**~~**2.04.** 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 Commercial Driver License, must not have received more than two (2) traffic citations for a moving violation within the prior two (2) year period and must not have received a DWI/DUI conviction.

~~**4.05.** Every Vehicle providing Service shall display a special vehicle identification configuration specified by DART and reasonably satisfactory to UTD and shall display a UTD insignia and colors as~~

~~well as DART-related markings and colors. The paint/decal scheme shall be jointly agreed upon by UTD and DART; with both parties acknowledging their approval in writing before the decals are produced and installed. The production and installation costs for the vehicle branding will be split evenly between UTD and DARTT. AS NOTED IN EXHIBIT A-1. DART Marketing will collaborate with the UTD Marketing Team to design the branding scheme for these shuttle buses, ensuring that the branding standards for each entity are met. After receiving written approval from the Chief Marketing Officer (or their designee) from each entity, DART staff will be responsible for the physical installation of the wrap to the buses. The buses should be wrapped for **XYZ** yearsthrough September 30, 2029 and the estimated cost for the first wraps is noted in Exhibit A-1.; Bbus wraps are not considered permanent, and may need annual maintenance or a new wraps during this timeframe; the maintenance cost and additional new wraps cost for the bus wraps will be split evenly between DART and UTD.~~

**2.05.** Every Vehicle providing Service shall display a special bus/vehicle ~~identification configuration~~exterior wrap design specified by DART and ~~reasonably satisfactory to~~approved by UTD ("UTD/DART Shuttle Wrap"). The UTD/DART Shuttle Wrap ~~and~~ shall evenly display ~~a~~ UTD insignia and/or colors and ~~as well as~~DART-related markings and colors~~. The paint/decal scheme shall be jointly agreed upon by UTD and DART.~~, including but limited to the DART logo, slogan, and/or branding. All UTD/DART Shuttle Wraps shall conform to requirements set forth in Attachment 1 (Brand Identity Guide, Dallas Area Rapid Transit, March 2025) attached hereto, which is expressly incorporated herein and made a part of this Agreement. All design development, production, installation, and maintenance/upkeep costs relating to the UTD/DART Shuttle Wrap will be split evenly between the Parties.

(a) DART shall submit the design for the UTD/DART Shuttle Wrap to the Chief Marketing Officer of UTD, or their designee, in writing, and UTD agrees to not unreasonably withhold, condition or delay its approval of DART's submitted UTD/DART Shuttle Wrap. UTD shall issue its approval or disapproval within thirty (30) days after receipt by DART. UTD shall also promptly advise DART as to whether all necessary information has been received.

(b) After receiving written approval from the Chief Marketing Officer of UTD, or their designee, DART staff shall be responsible for the physical production and installation of the UTD/DART Shuttle Wrap on all Vehicles providing Service in this Agreement. All Vehicles should be wrapped through September 30, 2029. The estimated cost for the first/initial UTD/DART Shuttle Wrap is noted in Exhibit A-1.

(c) Any installed UTD/DART Shuttle Wrap is not considered permanent, and the Parties agree to allow for annual maintenance costs and/or new UTD/DART Shuttle Wraps to be installed during the term of the Agreement. All maintenance cost and additional new UTD/DART Shuttle Wraps costs will be split evenly between the Parties.

Exterior advertising will not be permitted on any Vehicle providing Service, which shall only feature the approved UTD/DART Shuttle Wrap. Interior advertising shall exclusively feature only DART customer campaigns, and DART will not sell ad space for any interior space of the Vehicles. The Parties agree DART Marketing will be in charge of producing, installing and removing any interior signage.

~~4.06.~~**2.06.** The Service shall initially operate between the hours of 7:00 am and 11:00 pm., Monday through Saturday, and 10:00 am until 6:00 pm on Sunday. UTD ~~PROVIDED, HOWEVER, that UTD~~ and DART shall have the option to increase or decrease the Service based

on ridership by mutual written agreement, provided the Service span is not reduced to less than ten (10) hours per day, or increased to more than sixteen (16) hours per day. The parties acknowledge that any Service change shall be based on the rates as set forth in Exhibit "A-1".

**2.07.** DART will provide extended service pursuant to UTD Special Events Calendar attached hereto and incorporated herein as Exhibit A-2. UTD will provide an Annual Academic Calendar and Special Events Information List to DART at least four (4) weeks in advance of the beginning of any academic year and/or any scheduled special event. UTD shall provide one hundred (100)% reimbursement cost to DART for Services relating to any scheduled Special Event.

~~**4.07.**~~**2.08.** Should a recommended change involve creation of a new route, a modification of the route miles of service by 25%, or other changes that would require DART to call a Public Hearing under provisions of the Texas Transportation Code, the parties will strive to identify and plan for these service changes at least eight (8) months in advance. Alternatively, the service change may be introduced on an experimental basis, subject to Public Hearing and DART review no more than six (6) months after introduction.

~~**4.08.**~~**2.09.** Service hereunder shall be available to any passenger at no fare cost~~,~~ ~~PROVIDED, HOWEVER, that passengers with pets (except service animals needed for assistance), weapons, or alcohol, shall be denied boarding~~. Passengers will be held responsible for complying with all DART rider policies. DART may terminate the fare-free policy with at least ~~thirty (30)~~ 180 days' written notice to UTD after the later of: DART Board approval and any required public hearing. ln such event, UTD students, faculty, and staff presenting a valid UTD identification card, or other UT Dallas official identification, may continue to board at no fare cost.

Exterior advertising will not be permitted on the UTD Shuttle Vehicles; the vehicles will solely feature the mutually agreed upon DART/UTD branding. Advertising within the bus will be exclusive to DART customer campaigns, DART will not sell ad space for the bus interior. DART Marketing will be in charge of producing, ~~and~~ installing and removing any interior signage~~. DART shall allocate 80% of the interior bus advertising space to UTD for purpose of UTD promotion and advertising at UTD cost. Twenty percent of the space will be available to DART for promotion and advertising of DART services and information.~~

~~**4.09.**~~**2.10.** DART shall collect and maintain service statistics including daily and weekly counts of boardings and shall respond to any and all reasonable requests from UTD for Service operations information and other performance measures, including the number of boardings and alightings.

~~**4.10.**~~**2.11.** At all times when operations are being conducted, DART shall be responsible for the safe operation of the Vehicles and the protection for the passengers using the Vehicles.

~~**4.11.**~~**2.12.** DART shall provide, or cause to be provided, all mechanical repairs, maintenance and upkeep required to keep the Vehicles in a safe operating condition, at cost already incorporated in Exhibit A-1.

**2.14.** DART shall secure or cause to be secured, all permits and other governmental authorizations with jurisdiction over areas where the Service operates outside the boundaries of the UTD campus.

**2.15.** DART, its agents, employees and contractors shall comply with all laws, ordinances and regulations of any and all governmental entities having jurisdiction over such operations.

**2.16.** DART Police, when possible, will respond to incidents reported by passengers, UTD staff or UTD Police.

**2.17.** DART shall participate with UTD on a Shuttle Service Operations Committee and respond to inquiries regarding the transportation needs of UTD students and staff. DART shall provide UTD with information about its bus operations, including performance measures such as ridership and schedule adherence.

**2.18.** DART shall provide UTD with annual passes for eligible students, faculty and staff that have elected to participate in the ~~corporate~~ program, issued either through the GoPass mobile application or mail (FedEx). UTD shall provide documentation for these passes as outlined below in Section 6. TapCards should be mailed to UTD within five business days of order submission.

**2.19.** UTD shall provide staff to participate in an advisory committee related to the Service during the term of the Agreement. The advisory committee will meet on a regular basis and offer recommendations related to the Service.

~~**2.20.** Upon execution, DART shall deliver to UTD a complete copy of the signed agreement between DART and its Service contractor for the provision of Services, which shall specify the terms of Service, including the levels, schedules, routes, incentives, and cost.~~

~~**2.21.** DART shall reimburse UTD up to fifty percent (50%), but no more than thirty thousand ($30,000) dollars, of the cost of certain improvements required to make the bus stops ADA compliant and increase safety measures for the Service, including without limitation. raising curbs as necessary for the passenger boarding area (collectively the "Improvements"). Reimbursement shall be in the form of a one-time payment by DART to UTD upon receipt by DART of itemized paid invoices reflecting the cost of the Improvements and including reasonable documentation evidencing cost and payment by UTD, as well as evidence of all the bus stops being fully certified by the Federal government as compliant with ADA requirements.~~

**3. Term and Termination.** The services provided under this Agreement begin on the later or: October 1, 2016, or upon commencement of services by ~~the~~any DART c~~C~~ontractors as approved by DART. This Agreement will terminate at midnight on the thirtieth day of September 2026 (the "T~~ERM~~erm") unless earlier terminated. This Agreement may be extended for up to t~~wo~~hree years beyond the thirtieth~~30~~th day of September 2026 with the written consent of both parties, which must include an agreement as to cost.

~~The services provided under this Agreement begin on the later of: October **1,** 2016 or upon commencement of services by the DART contractor as approved by DART. This Agreement will terminate at midnight on the 30th day of September 2026 (the "Term") unless earlier terminated. This Agreement may be extended for up to two years beyond the 30th day of September 2026 with~~

~~the written consent of both parties, which must include an agreement as to cost.~~

**4. Consideration.** In consideration of the performance by DART of each and all of the obligations set forth in this Agreement, UTD covenants and agrees as follows:

**4.01.** UTD shall reimburse DART for sixty percent (60%) of the cost of providing the Service during FY 2017 (October 1, 2016 - September 30, 2017), and fifty percent (50%) of the cost of providing the Service during FY 2018 (October 1, 2017 - September 30, 2018) and thereafter. ~~UTD shall also reimburse DART for any incentive payments made in the same annual percentages, as further described in Section 1.01.~~ Payments will be made in accordance with Section 5 during the Term unless this Agreement is earlier terminated.

**5. Billing and Payment for the Service.** DART shall submit to UTD not more often than monthly, an original and four (4) copies of an invoice in a form acceptable to UTD, properly documented and summarizing the costs for the Service for the prior month~~, including any incentive payment if applicable,~~ and reflecting the total amount then due and owing. Invoices should be sent to parkbilling@utdallas.edu and accountspayable@utdallas.edu. Paper copies ~~Invoices should~~ may be mailed to: The University of Texas at Dallas, 800 West Campbell Road, PS310, Richardson, Texas 75080. UTD shall make payment to DART in accordance with Chapter 2251, Texas Government Code., subject, however to the parameters outlined in Section 4.01 hereof.

**6. Audit; Retention of Records.** UTD, upon giving five (5) business days' notice, shall have the right to request, at UTD's expense, an audit of DART's records reflecting the costs of providing the Service. DART shall retain adequate cost accounting records for auditing purposes for a period of four (4) years after final payment hereunder. UTD shall retain a list of participating students and employees, which includes their first and last name. DART reserves the right for the same ~~time~~ period to verify and to audit UTD records regarding verification and eligibility of pass holders. The parties agree to cooperate with such verification. DART also understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.ll5(c) and 74.008(c), Texas Education Code. DART agrees to cooperate with the Auditor in the conduct of the audit or investigation. DART will include this provision in all contracts with any permitted subcontractors.

**7. Insurance.** DART shall at all times during the term of this Agreement and extended terms thereof, or cause to be provided by any of its contractor and maintained, the following types of insurance protecting the interest of UTD and DART against any loss cost or expense, of any kind arising out of the Service to be provided hereunder. UTD shall be named as an additional insured and shall be provided with a certificate of insurance from an insurance company or companies acceptable to UTD, at least ten (10) days prior to the commencement of performance hereunder. Said policy or policies shall bear an endorsement giving UTD a thirty (30) day written notice of cancellation. In the event any coverage lapse during the terms hereof, UTD shall have the right to terminate this Agreement.

7.01. **Workers' Compensation Insurance.** DART shall cause to be provided, or shall self-insure for its employees, 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 DART's employees or contractors performing work under this Agreement.

**7.02. Employers' Liability Insurance.** DART shall 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 UTD.

7.03. **Commercial General Liability Insurance.** DART shall cause to be provided, or shall self-insure, 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 $5,000,000.00. There shall not be any policy exclusions or limitations for Contractual Liability covering Contractor's obligations herein, Personal Injury, Advertising Liability, Medical Payments, Fire Damage, Legal Liability, Broad Form Property Damage and Liability for Independent Contractors.

**7.04. Commercial Automobile Liability Insurance.** DART shall cause to be provided, or shall self-insure, 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 UTD for payment of any premiums or assessments for deductibles, such premiums and deductibles being the sole responsibility and risk of DART as between UTD and DART.

**8. INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, DART SHALL DEFEND, INDEMNIFY AND HOLD UTD, 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, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT ARE CAUSED BY A NEGLIGENT ACT OR OMISSION OF DART, ITS OFFICERS, AGENTS OR EMPLOYEES IN CONNECTION WITH THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, UTD AGREES TO DEFEND, INDEMNIFY AND HOLD DART, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL NEGLIGENCE CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT ARE CAUSED BY A NEGLIGENT ACT OR OMISSION OF UTD, IT'S OFFICERS, AGENTS, EMPLOYEES IN CONNECTION WITH THIS AGREEMENT.**

**IN~~LO~~ THE EVENT OF JOINT OR CONCURRING NEGLIGENCE OR FAULT OF UTD 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 U~~LJ~~TD OR DART TO ASSERT ANY GOVERNMENTAL IMMUNITY DEFENSE TO ANY CLAIM OF SUCH OTHER PARTY OR ENTITY AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

**9. Miscellaneous.**

**9.01. Assignment.** Neither party may assign this Agreement in whole or in part, without first obtaining the written consent of the other part~~11~~y.

**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 75266-72~~4810~~
Attention: Assistant Vice President, Service Planning & Scheduling

UTD:
THE UNIVERSITY OF TEXAS AT DALLAS
800 West Campbell Road Richardson, Texas 75080
Attention: Vice President for ~~Administration~~ Facilities and Economic Development

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

**9.02. Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of UTD, DART and their respective successors and permitted assigns.

**9.03. 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.

**9.04. 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

**9.07. 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.

**9.08. 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.

**9.09. No Kickbacks.** DART and UTD warrant that no trustee, officer, employee, student or agent of UTD or DART 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 UTD or any of DART's or UTD's directors, officers, employees or agents in connection with the obtaining, arranging, negotiation or performance of this Agreement.

**9.10. Sufficiency of Consideration.** Both parties agree that the consideration to be paid under this Agreement represents fair and reasonable consideration relative to the value of services to be provided by DART and UTD.

**9.11. 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.

**9.10. Use of Contractors.** Nothing in this agreement shall prevent DART from using a contractor or agent to perform the duties and responsibilities contemplated by this Agreement. In the event that DART utilizes a contractor or agent to perform the duties and responsibilities in this agreement, it should be discussed and mutually agreed upon with DART and UTD.

**9.11. Effective Date.** This Agreement shall be effective on the date this Agreement is signed by the last of those required to sign this Agreement.

**9.12. 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.

**9.13. No Prior Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter of the Agreement. This Agreement supersedes any prior agreements, understandings, or negotiations, whether written or oral between DART and UTD. Any prior agreement with respect to the subject matter of this Agreement is terminated as of the commencement of services under this Agreement. This Agreement can only be amended through a written document formally executed by DART and UTD.

**9.14. Breach of Contract Claims.** To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by UTD and DART to attempt to resolve any claim for breach of contract made by DART that cannot be resolved in the ordinary course of business. The chief business officer of UTD will examine DART's claim and any counterclaim and negotiate with DART in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by UTD or DART nor any other conduct, action or inaction of any representative of either of them relating to this Agreement constitutes or is intended to constitute a waiver by either of them of the State's sovereign immunity to suit; and (ii) neither party has waived its right to seek redress in the courts.

**9.15. Loss of Funding.** Performance by UTD under this Agreement may be dependent upon the appropriation and allotment of fund by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of the University of Texas tern (the "Board"). If the Legislature fails to appropriate or allot the necessary funds or the Board fails to allocate the necessary funds, then UTD will issue written notice to DART and UTD may terminate this Agreement without further duty or obligation hereunder. UTD acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UTD.

**9.16. Limitations.** THE PARTIES ARE AWARE THAT THERE ARE ON CONSTITUTIONAL AND STUTORY LIMITATIONS ON THE AUTHORITY OF UTD (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF

THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO. THOSE TERMS AND CONDITIONS REL TING TO LIENS ON UTD'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY

(COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. FURTHER THE PARTIES ARE AWARE THAT THE SAME, SIMILAR OR OTHER LIMITATIONS AND REGULATIONS MAY APPLY TO DART, WHICH IS A POLITITAL SUBDIVISION OF THE STATE OF TEXAS FOR CERTAIN PURPOSES.

**9.17. Ethics Matters; No Financial Interest.** DART and its employees, agents, representatives and subcontractors have read and understand UTD's Conflicts of Interest Policy available at: http://www.utsystem.edu/board-of-regents/policy-library/policies/uts180-conflicts-interest-commitment-outside-activities, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither DART nor its employees, agents, representatives or subcontractors will assist or cause UTD employees to violate UTD's Conflicts of Interest Policy or applicable state ethics laws or rules. DART represents and warrants that no member of the Board of Regents has a direct or indirect financial interest in the transaction that is the subject of this Agreement. Further, to the extent applicable, DART agrees to comply with Section 2252.908, Texas Government Code, and l Texas Administration Code Sections 46.1 through 46.5, as implemented by the Texas Ethics Commission ("TEC"), including providing TEC and UTD with the information required on the form promulgated by TEC and posted at https://www.ethics.state.tx.us/form /1295.pdf. DART may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing information posted by TEC at https://www.ethics.state.tx.us/whatsnew/FAQ_Form 1295.html.

**9.18. Public Information.** The parties acknowledge that both parties strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to the other party, each party will make any information created or exchanged pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested that is accessible by the public.

**9.19. Board of Regents Approval.** This Agreement is not effective in excess of $1,000,000 until approved by the Board of Regents of The University of Texas System.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals.

DALLAS AREA RAPID TRANSIT

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

THE UNIVERSITY OF TEXAS AT DALLAS

By:……..

EXHIBIT A-1

| Year | Revenue Hours | Revenue Miles | Cost/ Revenue Hour | Cost/ Revenue Mile | Fuel Allowance | Bus Costs | Branding Cost | Yearly Incentive | Total Cost | DART Share | UTD Share | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FY 2024 | 37,765 | 491,297 | $48.94 | $1.77 | $323,900 | $146,950 | | $212,178 | $3,400,834 | $1,700,417 | 50% | $1,700,417 |
| FY 2025 | 37,098 | 491,297 | $51.09 | $1.78 | $323,900 | $0 | | $219,087 | $3,312,855 | $1,656,427 | 50% | $1,656,427 |
| FY 2026 Q1 | 9,657 | 121,440 | $51.09 | $1.78 | $80,975 | $0 | | $44,423 | $834,958 | $417,479 | 50% | $417,479 |
| FY 2026 Q2-Q4 | 27,808 | 396,986 | $63.93 | $1.88 | $0 | $404,305 | $53,000 | 0 | $2,983,180 | $1,491,590 | 50% | $1,491,590 |
| FY 2027 | 37,641 | 537,680 | $67.12 | $1.98 | $0 | $539,074 | | 0 | $4,129,694 | $2,064,847 | 50% | $2,064,847 |
| FY 2028 | 37,641 | 537,680 | $70.48 | $2.08 | $0 | $539,074 | | 0 | $4,309,225 | $2,154,612 | 50% | $2,154,612 |
| FY 2029 | 37,641 | 537,680 | $74.00 | $2.18 | $0 | $539,074 | | 0 | $4,497,732 | $2,248,866 | 50% | $2,248,866 |
| **Total In-House Cost** | | | | | | | | | **$15,919,830** | **$7,959,915** | **50%** | **$7,959,915** |

SPECIAL EVENTS

| Year | Revenue Hours | Revenue Miles | Cost/ Revenue | Cost/ Revenue | Fuel Allowance | Bus Costs | Branding Cost | Yearly Incentive | Total Cost | DART Share | UTD Share | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FY 2026 Q2-Q4 | 183 | 2,323 | $63.93 | $1.88 | | | | | $16,057 | $0 | 100% | $16,057 |
| FY 2027 | 198 | 2,503 | $67.12 | $1.98 | | | | | $18,246 | $0 | 100% | $18,246 |
| FY 2028 | 198 | 2,503 | $70.48 | $2.08 | | | | | $19,159 | $0 | 100% | $19,159 |
| FY 2029 | 198 | 2,503 | $74.00 | $2.18 | | | | | $20,117 | $0 | 100% | $20,117 |
| **Total Special Events Cost** | | | | | | | | | **$73,578** | **$0** | **100%** | **$73,578** |

**Notes:**
Fuel Allowance: Included in the revenue mile costs beginning FY26 Q2.
Bus Costs:
FY24: Gilligs with 10-year useful life schedule, 50% paid by UTD.
FY26 Q2-FY2~~9~~8: DART buses. 12-year useful life schedule. 50% to be paid by UTD.
Branding Costs: collaborative marketing, 5~~1~~0% to be paid by UTD.
Special Events: 100% paid by UTD.
Yearly Incentive: No longer needed beginning FY26 Q2 due to service coming In-House.
Cost per Revenue Hour/Mile: Increased by 5% annually.

# EXHIBIT A-2

*UTD Academic Calendar 2026*

| Sessions | Dates | Service Frequency Weekday | Service Frequency Weekend |
|---|---|---|---|
| Spring (Full) | Jan 19th-May 24th | **883 East** (15 mins) **883 West** (M-Th 129 mins ~~Mon- Thursday)~~/- ~~(Friday~~ 12 mins) | **883 East** (30 mins) **883 West** (SA 20 mins/SU 20 mins)~~(12 mins)/20 mins Sunday~~ |
| Summer (Reduced) | May 25th-Aug 9th | **883 East** (30 mins) **883 West** ~~(9-12 mins)~~ (M-Th 12 mins/F12 mins)~~(9 mins Mon- Thursday)/ (Friday12mins)~~ | **883 East** (30 mins) **883 West** (SA 20 mins/SU 20 mins) ~~(12 mins)/20 mins Sunday~~ |
| Fall (Full) | August 10th -Dec21st | **883 East** (15 mins) **883 West** ~~(9-12mins)~~ (M-Th 12 mins/F12 mins)~~(9 mins Mon- Thursday)/ (Friday12mins)~~ | **883 East** (30 mins) **883 West** (SA 20 mins/SU 20 mins)~~(12 mins)/20 mins Sunday~~ |
| **First 2 weeks of (Fall semesters)** | August 10th -Aug 21st-~~15st~~ | **883 East** (7.5 mins-~~frequency:30 mins~~) | |

* Academic Calendar subject to change

University of Texas at Dallas (UTD) will provide written Academic Calendar information hence forth to DART's Service Planning & Scheduling staff 6 months in advance. This will ensure DART has ample time to create/build schedule and deploy information to the DART's Operation Team.

*Special Events*

UTD and its students request what DART considers special event type service during the school year. UTD pays 100% of the cost for these services. Below are events that occurred during the 2024 academic year but varies from year to year. UTD will provide DART's Service Planning & Scheduling staff four (4) ~~6~~ weeks advanced written notice. This will ensure DART has ample time to create/build schedule and deploy information to the DART's Operation Team.

*January:* Big Howdy, and International Student Orientation

- Two additional "883 East" buses on a Saturday from 5:30 PM to 10:30 PM
- Two additional "883 East" buses on a Wednesday from 12:00 PM to 8:00 PM

Either *February or April:* International Week

- Two additional "883 East" and two additional "883 West" buses on a Friday from 5:30 PM to 10:30 PM

*May:* Late Night Final Exam Breakfast

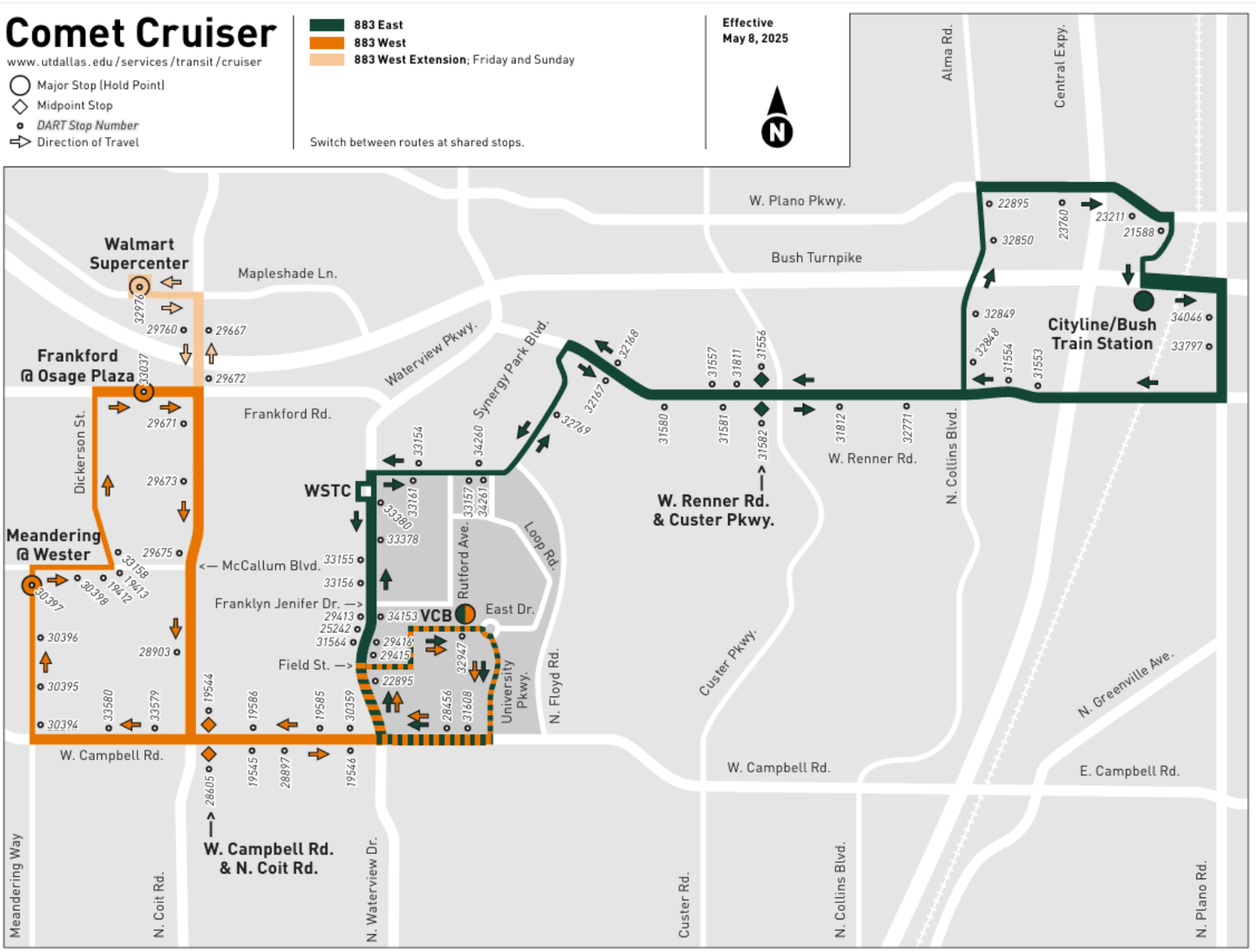
- Extend all 883 buses until 1:00 a.m., typically on a Monday, Tuesday, Wednesday, or Thursday

*August:* International Orientations & UTD Convocation

- One additional "883 East" and one additional "883 West" from 12:00 PM to 8:00 PM on a Tuesday
- Two additional "883 East" and two additional "883 West" buses from 12:00 PM to 8:00 PM on a Tuesday
- Extend all 883 buses until 8:00 p.m., on a Sunday

*December:* Late Night Final Exam Breakfast

- Extend all 883 buses until I :00 a.m., typically on a Monday, Tuesday, Wednesday, or Thursday


Comet Cruiser
www.utdallas.edu/services/transit/cruiser
Major Stop (Hold Point)
Midpoint Stop
DART Stop Number
Direction of Travel
883 East
883 West
883 West Extension; Friday and Sunday
Switch between routes at shared stops.
Effective
May 8, 2025
N
Walmart Supercenter
Mapleshade Ln.
Frankford @ Osage Plaza
Frankford Rd.
Dickerson St.
Waterview Pkwy.
Synergy Park Blvd.
Meandering @ Wester
McCallum Blvd.
Franklyn Jenifer Dr.
WSTC
VCB
East Dr.
Rutford Ave.
Loop Rd.
Field St.
University Pkwy.
N. Floyd Rd.
Custer Pkwy.
W. Campbell Rd.
W. Campbell Rd. & N. Coit Rd.
Meandering Way
N. Coit Rd.
N. Waterview Dr.
W. Renner Rd. & Custer Pkwy.
W. Renner Rd.
N. Collins Blvd.
Custer Rd.
W. Plano Pkwy.
Bush Turnpike
Alma Rd.
Central Expy.
Cityline/Bush Train Station
N. Greenville Ave.
E. Campbell Rd.
N. Plano Rd.

**UTD AGREEMENT HISTORY**

- On June 28, 2016 (Resolution No. 160067), the DART Board approved an interlocal funding agreement with the University of Texas at Dallas (UTD) to fund the operation of a shuttle. The maximum contract value of the original 10-year UTD-DART ILA was $23,786,938, including a 10% contingency to accommodate increased demand.

- In August 2016, the University of Texas State Board of Commissioners approved the interlocal agreement with DART, which stipulated that UTD would fund 60% of the cost of DART Route 883 in FY 2017, and 50% of the cost of that service throughout the remainder of the 10-year agreement.

- In the fall of 2017, ridership on the UTD shuttle increased substantially due to higher student enrollment, new campus development and new apartment and commercial developments both east and west of the campus in the area near CityLine/Bush Station. This demand resulted in overloading on Route 883 to the point where the buses passed up passengers throughout the day.

- On January 9, 2018 (Resolution No. 180008), the Board authorized to execute an amendment of the Site-Specific Shuttle Agreement with the University of Texas at Dallas (UTD), substantially in the form shown as Exhibit 1 to the Resolution, authorizing DART to reimburse UTD for 50% of the option price in an amount not to exceed $30,000 to construct a curbed passenger boarding area.

- On February 12, 2019 (Resolution No. 190018), the Board authorized to execute the Second Amendment of the University of Texas at Dallas and Dallas Area Rapid Transit (UTD-DART) Site-Specific Shuttle Agreement, substantially in the form shown as Exhibit l to the Resolution, to increase the contract value for the l 0-year agreement by $6,099,275, for a new not-to-exceed amount of $29,886,213, which includes a 7.5% contingency as may be needed to accommodate future ridership growth.

- On March 10, 2020 (Resolution No. 200027), the Board authorized to execute *another Second Amendment of the University of Texas at Dallas and Dallas Area Rapid Transit (UTD-DART) Site-Specific Shuttle Agreement, substantially in the form shown as Exhibit 1 to the Resolution, which increases the base interlocal agreement amount by $324,551, to be funded from contingency, for a new base amount of $21,949,040, and retaining the same not-to-exceed amount of *$23,786,988.

** On September 30, 2025, a Fourth Amendment will correct Resolution No. 200027 to read as the Third Amendment and a new total authorized amount not to exceed $29,886,213.*

**190018**

# Exhibit B

UTD Contributions for Second Amendment ofDART-UTD ILA

Part 1 -- Echo Contract Contributions

| Year | Total Echo Contract Expenses | UTD¾ | UTD Share | DART % | DART Share |
|---|---|---|---|---|---|
| FY17 | $2,398,137 | 60% | $1,438,882.21 | 40% | $959,254.81 |
| FY18 | $1,988,713 | 50% | $994,356.50 | 50% | $994,356.50 |
| FY19 | $2,639,714 | 50% | $1,319,857.19 | 50% | $1,319,857.19 |
| FY20 | $2,639,714 | 50% | $1,319,857.19 | 50% | $1,319,857.19 |
| FY21 | $2,733,412 | 50% | $1,366,705.80 | 50% | $1,366,705.80 |
| FY22 | $2,759,092 | 50% | $1,379,545.80 | 50% | $1,379,545.80 |
| FY23 | $2,864,409 | 50% | $1,432,204.37 | 50% | $1,432,204.37 |
| FY24 | $2,864,409 | 50% | $1,432,204.37 | 50% | $1,432,204.37 |
| FY25 | $2,947,107 | 50% | $1,473,553.33 | 50% | $1,473,553.33 |
| FY26 | $2,947,107 | 50% | $1,473,553.33 | 50% | $1,473,553.33 |
| Subtotal | $26,781,813 | 50.9% | $13,630,720.07 | 49.l % | $13,151,092.67 |
| Contingency | $1,481,644 | 50% | $740,821.81 | 50% | $740,821.81 |
| Total | $28,263,456 | 50.8% | $14,371,542 | 49.2% | $13,891,914 |

Part 2-DART UTD ILA Bus Contributions

| Year | Bus Capital Cost | % Share | UTD Share | | DART Share |
|---|---|---|---|---|---|
| FY17 | | | | | |
| FY18 | | | | | |
| FY19 | | | | | |
| FY20 | $1,622,757 | | $115,911.21 | | $1,506,845.79 |
| FY21 | | | $115,911.21 | | $1,390,934.57 |
| FY22 | | | $115,911.21 | | $1,275,023.36 |
| FY23 | | | $115,911.21 | | $1,159,112.14 |
| FY24 | | | $115,911.21 | | $1,043,200.93 |
| FY25 | | | $115,911.21 | | $927,289.71 |
| FY26 | | | $115,911.21 | | $811,378.50 |
| Total | $1,622,757 | 50% | $811,378.50 | 50% | $811,378.50 |
| | | | | | |

Part 3 -Total ILA Contributions

| Cost Category | Total Costs | % Share | UTD Share | % Share | DART Share |
|---|---|---|---|---|---|
| Echo Costs | $28,263,456.37 | 50.9% | $14,371,541.88 | 49.l % | $13,891,914.48 |
| Bus Costs | $ 1,622,757.00 | 50% | $ 811,378.50 | 50% | $811,378.50 |
| Total | $29,886,213.37 | 50.8% | $15,182,920.37 | 49.2 % | $14,703,292.98 |

**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of Fourth Amendment to the Site-Specific Shuttle Interlocal Funding Agreement with The University of Texas at Dallas**

WHEREAS, DART Board Policy III.16, Site-Specific Shuttle Service Policy, permits DART to fund up to 50% of the cost of site-specific shuttle services and contemplates site-specific shuttle agreements with colleges and universities; and

WHEREAS, on June 28, 2016 (Resolution No. 160067), the Board approved a base 10-year term of an interlocal funding agreement with The University of Texas at Dallas (UTD) for bus service operating between CityLine/Bush Station, UTD, and the surrounding neighborhoods in an amount not to exceed $23,786,938, including a 10% contingency to accommodate increased demand; and

WHEREAS, in August 2016, UTD approved the interlocal agreement stipulating that UTD would pay DART 60% of the cost of the first-year service and would pay 50% of the cost of the service for the duration of the 10-year agreement; and

WHEREAS, on January 9, 2018 (Resolution No. 180008), the DART Board approved the First Amendment with UTD for the construction of a curbed passenger boarding area to address the high volume of ridership growth in the DART Service Area; and

WHEREAS, on February 12, 2019 (Resolution No. 190018), the Board executed the Second Amendment of the UTD-DART Site-Specific Shuttle Agreement; and

WHEREAS, on March 10, 2020 (Resolution No. 200027), the Board executed the Third Amendment of the UTD-DART Site-Specific Shuttle Agreement; and

WHEREAS, an error was discovered in Resolution No. 200027 being referenced as a Second Amendment but should have been referenced as the Third Amendment. In addition, there was a discrepancy in the pricing schedule; therefore, the not-to-exceed amount of $23,786,988 was inaccurate and should have been $29,886,213 reflecting added service; and

WHEREAS, as current funding is projected to end March 2026, UTD and DART agree to extend the agreement through September 2029. DART will directly operate the service beginning February 2026. UTD will purchase transit passes for students and staff; and

WHEREAS, UTD will reimburse DART for over 50% of the increased contract value necessary to purchase the additional buses and operate the increased service levels under the terms of the agreement.

NOW,THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to:

Section 1: Correct Resolution No. 200027 to read as the Third Amendment and a new total authorized amount not to exceed $29,886,213.

Section 2: Execute the fourth amendment to the site-specific shuttle interlocal funding agreement between The University of Texas at Dallas (UTD) and Dallas Area

Rapid Transit (DART), substantially in the form shown in Exhibit 1 to the Resolution, for the joint provision of a site-specific shuttle service, with a total cost to DART not to exceed $15,993,408, over nearly a 4-year term through September 20, 2029, for a new total authorized amount not to exceed $45,879,621. UTD will reimburse DART for 50.24% of the total cost, contributing $8,033,493.

**Approval of Fourth Amendment to the Site-Specific Shuttle Interlocal Funding Agreement with The University of Texas at Dallas**

Prepared by: /s/ Dee Leggett
Dee Leggett
Executive Vice President
Chief Development Officer

Approved as to form: /s/ Gene Gamez
Gene Gamez
General Counsel

Approved by: /s/ Nadine S. Lee
Nadine S. Lee
President & Chief Executive Officer

# FOURTH AMENDED CAMPUS SHUTTLE SERVICE AGREEMENT

THIS FOURTH AMENDED CAMPUS SHUTTLE SERVICE AGREEMENT ("Fourth Amendment"), by and between **DALLAS AREA RAPID TRANSIT** ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and **THE UNIVERSITY OF TEXAS AT DALLAS** ("UTD"), an agency of the State of Texas, whose address is 800 West Campbell Road, Richardson, Texas 75080. DART and UTD are referred to in this Fourth Amendment individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

WHEREAS, DART's Site-Specific Shuttle Service Policy No. III.16 permits the partial funding by DART of circulator shuttle services operated by DART employees or private entities connecting to rail stations or transit centers, and allows a maximum 50% DART share in the cost of operating such services, and to DART for the Service; and

WHEREAS, DART's Board of Directors approved a UTD and DART Site-Specific Shuttle lnterlocal Cooperation Agreement on June 28, 2016, to provide circular shuttle service (hereinafter referred to as the "UTD Shuttle Service ILA"); and

WHEREAS, DART's Board of Directors approved a First Amendment of the UTD Shuttle Service ILA on January 9, 2018 ("First Amendment"), a Second Amendment of the UTD Shuttle Service ILA on February 12, 2019 ("Second Amendment"), and a Third Amendment of the UTD Shuttle Service ILA on March 10, 2020 ("Third Amendment").

WHEREAS, the UTD Shuttle Service ILA and the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are hereinafter referred to collectively as the "Agreement."; and

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

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

**1.00.** UTD Duties and Responsibilities. In consideration of the performance by DART of the DART Duties and Responsibilities set forth herein, and reimbursement of the funds below described, UTD covenants and agrees as follows:

**1.01.** UTD shall make payment to DART in the amount of 60% of the actual cost of the Service in FY 2017 (October 1, 2016 - September 30, 2017), and at 50% of the actual cost of the Service in FY 2018 (October 1, 2017 - September 30, 2018) and thereafter. The actual cost of the Service will be based upon the Pricing Schedule attached hereto and incorporated herein as Exhibit A-1 (revised June 2025), which specifies the fixed unit prices for revenue hours and revenue miles by year which include the cost of operations, and ten (10) vehicles. DART will invoice UTD on a monthly basis for actual cost of Service incurred by DART. Under no circumstances will DART expend more than the amounts set forth as DART's share in Section 4.01 below.

**1.02.** In addition to the foregoing, UTD shall make an annual payment to DART on or before January 31 of each year of the agreement reflecting the cost to participate in the DART Annual Pass Programs by paying an amount equal to the number of passes purchased during the applicable period and as described below:

- The University Annual Pass rate effective in January 2017 shall be $15 per full-time undergraduate and graduate student.
- The University Annual Pass rate effective in January 2018, January 2019, and January 2020 shall be $16 per full-time undergraduate and graduate student.
- The University Annual Pass rate effective in January 2021/2022 shall be $17 per full-time undergraduate and graduate student.
- The University Annual Pass rate effective in January 2023/2024 shall be $18 per full-time undergraduate and graduate student.
- The University Annual Pass rate effective in January 2025/2026 shall be $19 per full-time undergraduate and graduate student.
- The University Annual Pass rate effective in January 2026/2027 shall be at a flat rate of $250,000 per year for full-time undergraduate and graduate students, and UTD faculty and Staff.
- The University Annual Pass rate effective in January 2027/2028 shall be at a flat rate of $262,500 per year for full-time undergraduate and graduate students, and UTD faculty and Staff.
- The University Annual Pass rate effective in January 2028/2029 shall be at a flat rate of $275,625 per year for full-time undergraduate and graduate students, and UTD faculty and Staff.
- The University Annual Pass rate effective in January 2029/2030 shall be at a flat rate of $289,406 per year for full-time undergraduate and graduate students, and UTD faculty and Staff.

A full-time undergraduate student is defined for these purposes as a student who is enrolled in at least 12 credit hours at the end of the relevant semester. A full-time graduate student is defined as a student who is enrolled in at least nine (9) graduate credit hours at the end of the relevant semester. The number of full-time graduate and undergraduate students, faculty, and staff for the University Annual Pass Programs is capped at a maximum of 10,000 combined total passes per year for purposes of this Agreement, beginning in contract year 2026.

UTD shall make the annual payment to DART for the University Annual Pass either through electronic means as instructed by DART or by mail to: DART, P.O. Box 840009, Dallas, TX 75284-0009.

**1.03.** UTD shall issue a "DART TAP card" to full time graduate and undergraduate students, and to eligible faculty and staff who do not have or cannot access the "GoPass App".

**1.04.** UTD shall permit DART to operate the Service along the selected routes through the campus and shall work with DART to secure alternate routing at times when the official routing is not available for buses due to street closures.

**1.05.** UTD shall participate with DART on a shuttle Service Operations Committee and provide DART with information about its school calendar that is pertinent to the transportation needs of its students and staff.

**1.06.** UTD shall secure or cause to be secured, all permits and other governmental authorizations which may be required for DART to operate the Service and place bus stops and passenger amenities on campus property.

**1.07.** UTD agrees to assist DART in security matters by cooperating with DART Police and assigning UTD Police to respond to police matters that occur on UT Dallas property until DART Police arrive at the scene of an incident.

**1.08.** DART will work in coordination with UTD and student organizations to promote the use of public transportation by students, faculty, and staff throughout the academic year.

**2. DART Duties and Responsibilities.** ln consideration of the performance by UTD of the UTD Duties and Responsibilities set forth herein, and reimbursement of the funds described above and in Section 4 below, DART covenants and agrees as follows:

**2.01.** For the Service, DART shall provide, or cause to be provided, at least ten (10) motor coach vehicles capable of carrying at least sixty-three (63) passengers each ("the Vehicles") for the period 2017 through 2029. To the extent that there is economic life remaining in any Vehicles added to the Service by the end of the Term, the Vehicles may be used by DART for future Service, if any.

**2.02.** Every Vehicle providing Service shall be compliant with the Americans With Disabilities Act of 1990 (42 U.S.C. 1210-12213) and relevant regulations applicable thereto, licensed for passenger operations by the State of Texas and equipped with a two-way radio as well as global positioning (GPS) technology that feeds vehicle locations to a mobile phone application that is available to UTD students and staff.

**2.03.** 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 dressed in a DART uniform.

**2.04.** 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 Commercial Driver License, must not have received more than two (2) traffic citations for a moving violation within the prior two (2) year period and must not have received a DWI/DUI conviction.

**2.05.** Every Vehicle providing Service shall display a special bus/vehicle exterior wrap design specified by DART and approved by UTD ("UTD/DART Shuttle Wrap"). The UTD/DART Shuttle Wrap shall evenly display UTD insignia and/or colors and DART-related markings and colors, including but limited to the DART logo, slogan, and/or branding. All UTD/DART Shuttle Wraps shall conform to requirements set forth in Attachment 1 (Brand Identity Guide, Dallas Area Rapid Transit, March 2025) attached hereto, which is expressly incorporated herein and made a part of this Agreement. All design development, production, installation, and maintenance/upkeep costs relating to the UTD/DART Shuttle Wrap will be split evenly between the Parties.

(a) DART shall submit the design for the UTD/DART Shuttle Wrap to the Chief Marketing Officer of UTD, or their designee, in writing, and UTD agrees to not unreasonably withhold,

condition or delay its approval of DART's submitted UTD/DART Shuttle Wrap. UTD shall issue its approval or disapproval within thirty (30) days after receipt by DART. UTD shall also promptly advise DART as to whether all necessary information has been received.

(b) After receiving written approval from the Chief Marketing Officer of UTD, or their designee, DART staff shall be responsible for the physical production and installation of the UTD/DART Shuttle Wrap on all Vehicles providing Service in this Agreement. All Vehicles should be wrapped through September 30, 2029. The estimated cost for the first/initial UTD/DART Shuttle Wrap is noted in Exhibit A-1.

(c) Any installed UTD/DART Shuttle Wrap is not considered permanent, and the Parties agree to allow for annual maintenance costs and/or new UTD/DART Shuttle Wraps to be installed during the term of the Agreement. All maintenance cost and additional new UTD/DART Shuttle Wraps costs will be split evenly between the Parties.

Exterior advertising will not be permitted on any Vehicle providing Service, which shall only feature the approved UTD/DART Shuttle Wrap. Interior advertising shall exclusively feature only DART customer campaigns, and DART will not sell ad space for any interior space of the Vehicles. The Parties agree DART Marketing will be in charge of producing, installing and removing any interior signage.

**2.06.** The Service shall initially operate between the hours of 7:00 am and 11:00 pm., Monday through Saturday, and 10:00 am until 6:00 pm on Sunday. UTD and DART shall have the option to increase or decrease the Service based on ridership by mutual written agreement, provided the Service span is not reduced to less than ten (10) hours per day, or increased to more than sixteen (16) hours per day. The parties acknowledge that any Service change shall be based on the rates as set forth in Exhibit "A-1".

**2.07.** DART will provide extended service pursuant to UTD Special Events Calendar attached hereto and incorporated herein as Exhibit A-2. UTD will provide an Annual Academic Calendar and Special Events Information List to DART at least four (4) weeks in advance of the beginning of any academic year and/or any scheduled special event. UTD shall provide one hundred (100)% reimbursement cost to DART for Services relating to any scheduled Special Event.

**2.08.** Should a recommended change involve creation of a new route, a modification of the route miles of service by 25%, or other changes that would require DART to call a Public Hearing under provisions of the Texas Transportation Code, the parties will strive to identify and plan for these service changes at least eight (8) months in advance. Alternatively, the service change may be introduced on an experimental basis, subject to Public Hearing and DART review no more than six (6) months after introduction.

**2.09.** Service hereunder shall be available to any passenger at no fare cost. Passengers will be held responsible for complying with all DART rider policies. DART may terminate the fare-free policy with at least 180 days' written notice to UTD after the later of: DART Board approval and any required public hearing. ln such event, UTD students, faculty, and staff presenting a valid UTD identification card, or other UT Dallas official identification, may continue to board at no fare cost.

Exterior advertising will not be permitted on the UTD Shuttle Vehicles; the vehicles will solely feature the mutually agreed upon DART/UTD branding. Advertising within the bus will be exclusive to DART customer campaigns, DART will not sell ad space for the bus interior. DART Marketing will be in charge of producing, installing and removing any interior signage

**2.10.** DART shall collect and maintain service statistics including daily and weekly counts of boardings and shall respond to any and all reasonable requests from UTD for Service operations information and other performance measures, including the number of boardings and alightings.

**2.11.** At all times when operations are being conducted, DART shall be responsible for the safe operation of the Vehicles and the protection for the passengers using the Vehicles.

**2.12.** DART shall provide, or cause to be provided, all mechanical repairs, maintenance and upkeep required to keep the Vehicles in a safe operating condition, at cost already incorporated in Exhibit A-1.

**2.14.** DART shall secure or cause to be secured, all permits and other governmental authorizations with jurisdiction over areas where the Service operates outside the boundaries of the UTD campus.

**2.15.** DART, its agents, employees and contractors shall comply with all laws, ordinances and regulations of any and all governmental entities having jurisdiction over such operations.

**2.16.** DART Police, when possible, will respond to incidents reported by passengers, UTD staff or UTD Police.

**2.17.** DART shall participate with UTD on a Shuttle Service Operations Committee and respond to inquiries regarding the transportation needs of UTD students and staff. DART shall provide UTD with information about its bus operations, including performance measures such as ridership and schedule adherence.

**2.18.** DART shall provide UTD with annual passes for eligible students, faculty and staff that have elected to participate in the program, issued either through the GoPass mobile application or mail (FedEx). UTD shall provide documentation for these passes as outlined below in Section 6. TapCards should be mailed to UTD within five business days of order submission.

**2.19.** UTD shall provide staff to participate in an advisory committee related to the Service during the term of the Agreement. The advisory committee will meet on a regular basis and offer recommendations related to the Service.

**3. Term and Termination.** The services provided under this Agreement begin on the later or: October 1, 2016, or upon commencement of services by any DART contractors as approved by DART. This Agreement will terminate at midnight on the thirtieth day of September 2026 (the "Term") unless earlier terminated. This Agreement may be extended for up to three years beyond the thirtieth day of September 2026 with the written consent of both parties, which must include an agreement as to cost.

**4. Consideration.** In consideration of the performance by DART of each and all of the obligations set forth in this Agreement, UTD covenants and agrees as follows:

**4.01.** UTD shall reimburse DART for sixty percent (60%) of the cost of providing the Service during FY 2017 (October 1, 2016 - September 30, 2017), and fifty percent (50%) of the cost of providing the Service during FY 2018 (October 1**,** 2017 - September 30, 2018) and thereafter. Payments will be made in accordance with Section 5 during the Term unless this Agreement is earlier terminated.

**5. Billing and Payment for the Service.** DART shall submit to UTD not more often than monthly, an original and four (4) copies of an invoice in a form acceptable to UTD, properly documented and summarizing the costs for the Service for the prior month and reflecting the total amount then due and owing. Invoices should be sent to parkbilling@utdallas.edu and accountspayable@utdallas.edu. Paper copies may be mailed to: The University of Texas at Dallas, 800 West Campbell Road, PS310, Richardson, Texas 75080. UTD shall make payment to DART in accordance with Chapter 2251, Texas Government Code., subject, however to the parameters outlined in Section 4.01 hereof.

**6. Audit; Retention of Records.** UTD, upon giving five (5) business days' notice, shall have the right to request, at UTD's expense, an audit of DART's records reflecting the costs of providing the Service. DART shall retain adequate cost accounting records for auditing purposes for a period of four (4) years after final payment hereunder. UTD shall retain a list of participating students and employees, which includes their first and last name. DART reserves the right for the same period to verify and to audit UTD records regarding verification and eligibility of pass holders. The parties agree to cooperate with such verification. DART also understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.ll5(c) and 74.008(c), Texas Education Code. DART agrees to cooperate with the Auditor in the conduct of the audit or investigation. DART will include this provision in all contracts with any permitted subcontractors.

**7. Insurance.** DART shall at all times during the term of this Agreement and extended terms thereof, or cause to be provided by any of its contractor and maintained, the following types of insurance protecting the interest of UTD and DART against any loss cost or expense, of any kind arising out of the Service to be provided hereunder. UTD shall be named as an additional insured and shall be provided with a certificate of insurance from an insurance company or companies acceptable to UTD, at least ten (10) days prior to the commencement of performance hereunder. Said policy or policies shall bear an endorsement giving UTD a thirty (30) day written notice of cancellation. In the event any coverage lapse during the terms hereof, UTD shall have the right to terminate this Agreement.

7.01. **Workers' Compensation Insurance.** DART shall cause to be provided, or shall self-insure for its employees, 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 DART's employees or contractors performing work under this Agreement.

**7.02. Employers' Liability Insurance.** DART shall 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 UTD.

7.03. **Commercial General Liability Insurance.** DART shall cause to be provided, or shall self-insure, 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 $5,000,000.00. There shall not be any policy exclusions or limitations for Contractual Liability covering Contractor's obligations herein, Personal Injury, Advertising Liability, Medical Payments, Fire Damage, Legal Liability, Broad Form Property Damage and Liability for Independent Contractors.

**7.04. Commercial Automobile Liability Insurance.** DART shall cause to be provided, or shall self-insure, 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 UTD for payment of any premiums or assessments for deductibles, such premiums and deductibles being the sole responsibility and risk of DART as between UTD and DART.

**8. INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, DART SHALL DEFEND, INDEMNIFY AND HOLD UTD, 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, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT ARE CAUSED BY A NEGLIGENT ACT OR OMISSION OF DART, ITS OFFICERS, AGENTS OR EMPLOYEES IN CONNECTION WITH THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, UTD AGREES TO DEFEND, INDEMNIFY AND HOLD DART, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL NEGLIGENCE CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT ARE CAUSED BY A NEGLIGENT ACT OR OMISSION OF UTD, IT'S OFFICERS, AGENTS, EMPLOYEES IN CONNECTION WITH THIS AGREEMENT.**

**IN THE EVENT OF JOINT OR CONCURRING NEGLIGENCE OR FAULT OF UTD 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 UTD OR DART TO ASSERT ANY GOVERNMENTAL IMMUNITY DEFENSE TO ANY CLAIM OF SUCH OTHER PARTY OR ENTITY AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

**9. Miscellaneous.**

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

**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 75266-7248
Attention: Assistant Vice President, Service Planning & Scheduling

UTD:
THE UNIVERSITY OF TEXAS AT DALLAS
800 West Campbell Road Richardson, Texas 75080
Attention: Vice President for Facilities and Economic Development

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

**9.02. Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of UTD, DART and their respective successors and permitted assigns.

**9.03. 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.

**9.04. 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

**9.07. 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.

**9.08. 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.

**9.09. No Kickbacks.** DART and UTD warrant that no trustee, officer, employee, student or agent of UTD or DART 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 UTD or any of DART's or UTD's directors, officers, employees or agents in connection with the obtaining, arranging, negotiation or performance of this Agreement.

**9.10. Sufficiency of Consideration.** Both parties agree that the consideration to be paid under this Agreement represents fair and reasonable consideration relative to the value of services to be provided by DART and UTD.

**9.11. 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.

**9.10. Use of Contractors.** Nothing in this agreement shall prevent DART from using a contractor or agent to perform the duties and responsibilities contemplated by this Agreement. In the event that DART utilizes a contractor or agent to perform the duties and responsibilities in this agreement, it should be discussed and mutually agreed upon with DART and UTD.

**9.11. Effective Date.** This Agreement shall be effective on the date this Agreement is signed by the last of those required to sign this Agreement.

**9.12. 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.

**9.13. No Prior Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter of the Agreement. This Agreement supersedes any prior agreements, understandings, or negotiations, whether written or oral between DART and UTD. Any prior agreement with respect to the subject matter of this Agreement is terminated as of the commencement of services under this Agreement. This Agreement can only be amended through a written document formally executed by DART and UTD.

**9.14. Breach of Contract Claims.** To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by UTD and DART to attempt to resolve any claim for breach of contract made by DART that cannot be resolved in the ordinary course of business. The chief business officer of UTD will examine DART's claim and any counterclaim and negotiate with DART in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by UTD or DART nor any other conduct, action or inaction of any representative of either of them relating to this Agreement constitutes or is intended to constitute a waiver by either of them of the State’s sovereign immunity to suit; and (ii) neither party has waived its right to seek redress in the courts.

**9.15. Loss of Funding.** Performance by UTD under this Agreement may be dependent upon the appropriation and allotment of fund by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of the University of Texas tern (the "Board"). If the Legislature fails to appropriate or allot the necessary funds or the Board fails to allocate the necessary funds, then UTD will issue written notice to DART and UTD may terminate this Agreement without further duty or obligation hereunder. UTD acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UTD.

**9.16. Limitations.** THE PARTIES ARE AWARE THAT THERE ARE ON CONSTITUTIONAL AND STUTORY LIMITATIONS ON THE AUTHORITY OF UTD (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO. THOSE TERMS AND CONDITIONS REL TING TO LIENS ON UTD'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY

(COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. FURTHER THE PARTIES ARE AWARE THAT THE SAME, SIMILAR OR OTHER LIMITATIONS AND REGULATIONS MAY APPLY TO DART, WHICH IS A POLITITAL SUBDIVISION OF THE STATE OF TEXAS FOR CERTAIN PURPOSES.

**9.17. Ethics Matters; No Financial Interest.** DART and its employees, agents, representatives and subcontractors have read and understand UTD's Conflicts of Interest Policy available at: http://www.utsystem.edu/board-of-regents/policy-library/policies/uts180-conflicts-interest-commitment-outside-activities, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither DART nor its employees, agents, representatives or subcontractors will assist or cause UTD employees to violate UTD's Conflicts of Interest Policy or applicable state ethics laws or rules. DART represents and warrants that no member of the Board of Regents has a direct or indirect financial interest in the transaction that is the subject of this Agreement. Further, to the extent applicable, DART agrees to comply with Section 2252.908, Texas Government Code, and l Texas Administration Code Sections 46.1 through 46.5, as implemented by the Texas Ethics Commission ("TEC"), including providing TEC and UTD with the information required on the form promulgated by TEC and posted at https://www.ethics.state.tx.us/form /1295.pdf. DART may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing information posted by TEC at https://www.ethics.state.tx.us/whatsnew/FAQ_Form 1295.html.

**9.18. Public Information.** The parties acknowledge that both parties strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to the other party, each party will make any information created or exchanged pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested that is accessible by the public.

**9.19. Board of Regents Approval.** This Agreement is not effective in excess of $1,000,000 until approved by the Board of Regents of The University of Texas System.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals.

DALLAS AREA RAPID TRANSIT

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

THE UNIVERSITY OF TEXAS AT DALLAS

By:……..

EXHIBIT A-1

| Year | Revenue Hours | Revenue Miles | Cost/ Revenue Hour | Cost/ Revenue Mile | Fuel Allowance | Bus Costs | Branding Cost | Yearly Incentive | Total Cost | DART Share | UTD Share | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FY 2024 | 37,765 | 491,297 | $48.94 | $1.77 | $323,900 | $146,950 | | $212,178 | $3,400,834 | $1,700,417 | 50% | $1,700,417 |
| FY 2025 | 37,098 | 491,297 | $51.09 | $1.78 | $323,900 | $0 | | $219,087 | $3,312,855 | $1,656,427 | 50% | $1,656,427 |
| FY 2026 Q1 | 9,657 | 121,440 | $51.09 | $1.78 | $80,975 | $0 | | $44,423 | $834,958 | $417,479 | 50% | $417,479 |
| FY 2026 Q2-Q4 | 27,808 | 396,986 | $63.93 | $1.88 | $0 | $404,305 | $53,000 | 0 | $2,983,180 | $1,491,590 | 50% | $1,491,590 |
| FY 2027 | 37,641 | 537,680 | $67.12 | $1.98 | $0 | $539,074 | | 0 | $4,129,694 | $2,064,847 | 50% | $2,064,847 |
| FY 2028 | 37,641 | 537,680 | $70.48 | $2.08 | $0 | $539,074 | | 0 | $4,309,225 | $2,154,612 | 50% | $2,154,612 |
| FY 2029 | 37,641 | 537,680 | $74.00 | $2.18 | $0 | $539,074 | | 0 | $4,497,732 | $2,248,866 | 50% | $2,248,866 |
| **Total In-House Cost** | | | | | | | | | **$15,919,830** | **$7,959,915** | **50%** | **$7,959,915** |

SPECIAL EVENTS

| Year | Revenue Hours | Revenue Miles | Cost/ Revenue | Cost/ Revenue | Fuel Allowance | Bus Costs | Branding Cost | Yearly Incentive | Total Cost | DART Share | UTD Share | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FY 2026 Q2-Q4 | 183 | 2,323 | $63.93 | $1.88 | | | | | $16,057 | $0 | 100% | $16,057 |
| FY 2027 | 198 | 2,503 | $67.12 | $1.98 | | | | | $18,246 | $0 | 100% | $18,246 |
| FY 2028 | 198 | 2,503 | $70.48 | $2.08 | | | | | $19,159 | $0 | 100% | $19,159 |
| FY 2029 | 198 | 2,503 | $74.00 | $2.18 | | | | | $20,117 | $0 | 100% | $20,117 |
| **Total Special Events Cost** | | | | | | | | | **$73,578** | **$0** | **100%** | **$73,578** |

**Notes:**
Fuel Allowance: Included in the revenue mile costs beginning FY26 Q2.
Bus Costs:
FY24: Gilligs with 10-year useful life schedule, 50% paid by UTD.
FY26 Q2-FY29: DART buses. 12-year useful life schedule. 50% to be paid by UTD.
Branding Costs: collaborative marketing, 50% to be paid by UTD.
Special Events: 100% paid by UTD.
Yearly Incentive: No longer needed beginning FY26 Q2 due to service coming In-House.
Cost per Revenue Hour/Mile: Increased by 5% annually.

# EXHIBIT A-2

*UTD Academic Calendar 2026*

| Sessions | Dates | Service Frequency Weekday | Service Frequency Weekend |
|---|---|---|---|
| Spring (Full) | Jan 19th-May 24th | **883 East** (15 mins) **883 West** (M-Th 12 mins/F12 mins) | **883 East** (30 mins) **883 West** (SA 20 mins/SU 20 mins) |
| Summer (Reduced) | May 25th-Aug 9th | **883 East** (30 mins) **883 West** (M-Th 12 mins/F12 mins) | **883 East** (30 mins) **883 West** (SA 20 mins/SU 20 mins) |
| Fall (Full) | August 10th -Dec21st | **883 East** (15 mins) **883 West** (M-Th 12 mins/F12 mins) | **883 East** (30 mins) **883 West** (SA 20 mins/SU 20 mins) |
| **First 2 weeks of (Fall semesters)** | August 10th -Aug 21stst | **883 East** (7.5 mins) | |

* Academic Calendar subject to change

University of Texas at Dallas (UTD) will provide written Academic Calendar information hence forth to DART's Service Planning & Scheduling staff 6 months in advance. This will ensure DART has ample time to create/build schedule and deploy information to the DART's Operation Team.

*Special Events*

UTD and its students request what DART considers special event type service during the school year. UTD pays 100% of the cost for these services. Below are events that occurred during the 2024 academic year but varies from year to year. UTD will provide DART's Service Planning & Scheduling staff four (4) weeks advanced written notice. This will ensure DART has ample time to create/build schedule and deploy information to the DART's Operation Team.

*January:* Big Howdy, and International Student Orientation

- Two additional "883 East" buses on a Saturday from 5:30 PM to 10:30 PM
- Two additional "883 East" buses on a Wednesday from 12:00 PM to 8:00 PM

Either *February or April:* International Week

- Two additional "883 East" and two additional "883 West" buses on a Friday from 5:30 PM to 10:30 PM

*May:* Late Night Final Exam Breakfast

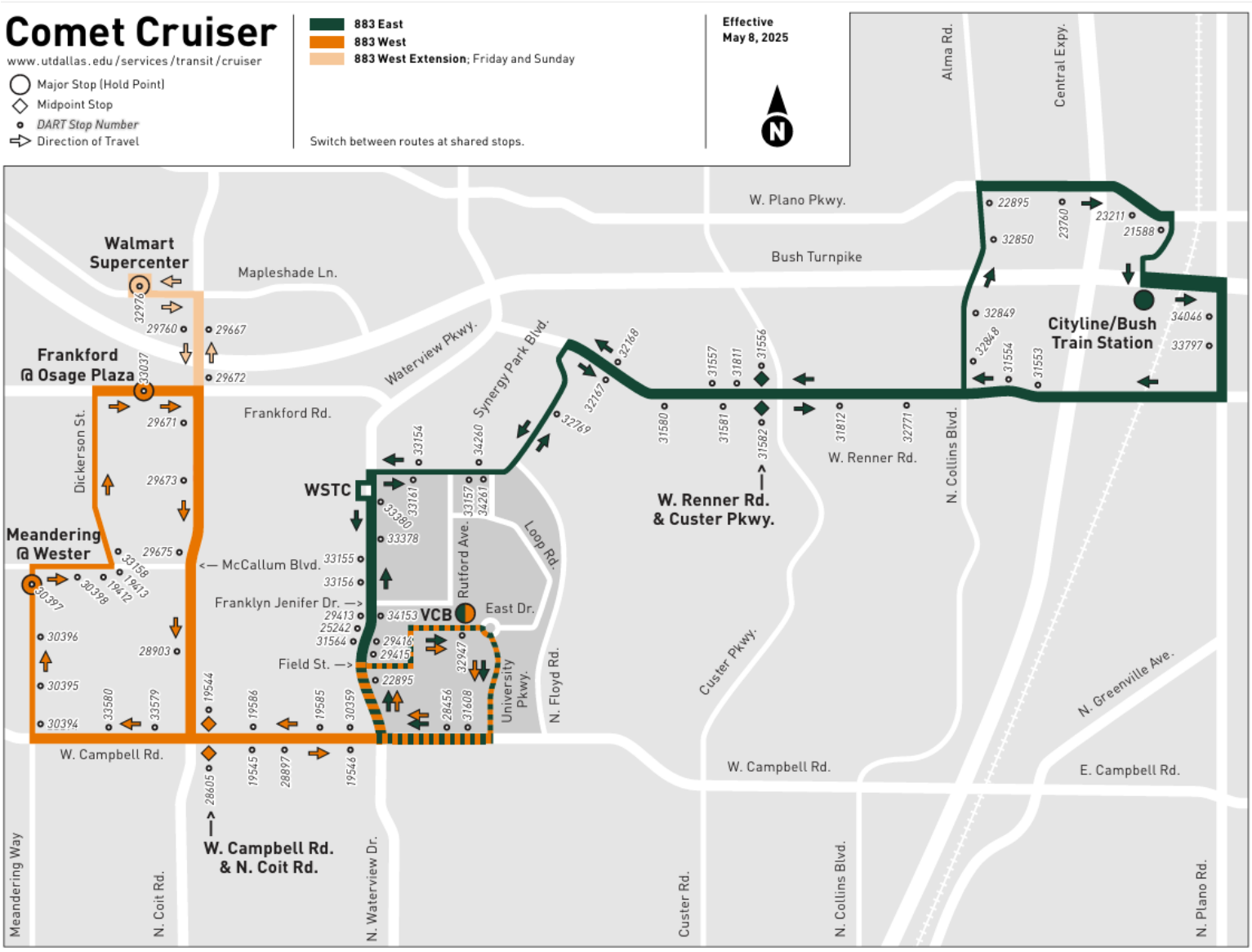
- Extend all 883 buses until 1:00 a.m., typically on a Monday, Tuesday, Wednesday, or Thursday

*August:* International Orientations & UTD Convocation

- One additional "883 East" and one additional "883 West" from 12:00 PM to 8:00 PM on a Tuesday
- Two additional "883 East" and two additional "883 West" buses from 12:00 PM to 8:00 PM on a Tuesday
- Extend all 883 buses until 8:00 p.m., on a Sunday

*December:* Late Night Final Exam Breakfast

- Extend all 883 buses until I:00 a.m., typically on a Monday, Tuesday, Wednesday, or Thursday




ATTACHMENT 1


DART
BRAND
IDENTITY
GUIDE
DALLAS AREA RAPID TRANSIT
MARCH 2025

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# VISION

**Your first-in-mind mobility partner.**

# MISSION

**We create best-in-class mobility experiences that help people and communities connect and flourish.**

# VALUES

## WE ARE IN THIS TOGETHER.

This means being always respectful and honest with each other. Saying what we mean and meaning what we say. And understanding that we are all working toward a common vision.

## WE ARE PROFESSIONAL IN ALL WE DO.

This means taking pride in our work. Conducting ourselves in a manner that allows integrity and compassion to shine through — and that reflects the DART reputation. Recognizing that we are responsible and accountable for our actions.

## WE ARE COMMITTED TO SERVING.

This means being diligent, thoughtful, and creative in our work. Focusing on what is right, not who is right. Knowing that our individual and collective contributions are valued by our customers and communities.

WE ARE DART

WE'RE FUELED BY OUR

# SIX STRATEGIC GOALS

## EMPOWERED AGENCY
Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.

## QUALITY SERVICE
Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

## FANTASTIC SPACES
Create fantastic spaces that add value to our communities, enhance the rider experience, and foster a sustainable and thriving region.

## CULTURE OF CONTRIBUTION
Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth.

## SEAMLESS MOBILITY
Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first-in-mind.

## STRATEGIC RELATIONSHIPS
Position DART as a collaborative leader and recognized regional economic and mobility asset.

# BRAND TRUTHS

## BRAND TRUTHS

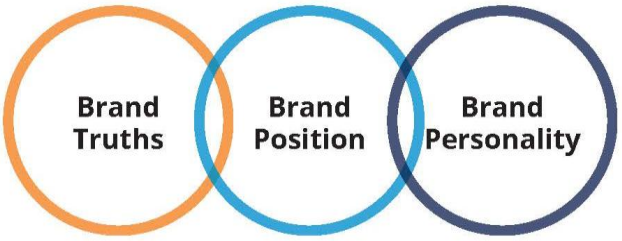
DART's brand truths are the true and credible qualities of the brand. They are, essentially, the insights that support our brand.

- DART is uniquely interconnected with its community because it services an area of over 700 square miles! That's right—it spans all major citywide destinations, such as employment centers, housing, healthcare, airports, and educational institutions, as well as dining, shopping, and entertainment districts.
- DART is a trusted guide. It empowers discovery for its riders, encouraging them to get out and explore, while getting them safely and efficiently from point A to point B.

## BRAND BELIEFS

A core company belief is that riding DART is about discovery. Whether it's discovering a better job, a better place to live, an educational opportunity, a sporting event, or a favorite new restaurant, DART takes its riders to destinations that enhance their lifestyles, and transforms their rides from mere transportation into adventure.

## BRAND IDENTITY



# BRAND PERSONALITY

## KNOWLEDGEABLE & TRUSTWORTHY

DART demonstrates just how knowledgeable we are by sharing information on the best and most efficient way to get riders to their desired destinations. We also make for a great tour guide by providing tidbits of interesting information about those destinations. And by getting our riders to their destinations and back again, safely and reliably, DART is trustworthy. We'll keep riders informed of vital travel info, such as service outages and delays, and always have their best interests at heart. More than just a trip planner—DART is a life planner.

## HELPFUL & ENCOURAGING

DART is immensely helpful to our riders by being friendly and approachable, answering their questions, and delivering personalized service to meet their needs. DART is also encouraging to our riders by enhancing their ability to get out, explore, and ride DART for any occasion they desire.

## OUTGOING & ADVENTUROUS

DART cares about making the region the best it can be. DART is outgoing—it supports local organizations and businesses, and connects riders to opportunities along our routes. And, of course, DART is adventurous. It's out there exploring the destinations and experiences that make the DFW region a great place to live.

# BRAND VOICE

Our brand voice is how we express the DART brand in both writing and speech — it's not just the words we choose, but also how we say them. Our messaging should always reflect our brand voice and personality. It should be authentic, meaningful, and relevant to our audience, regardless of their experience of the DART brand.

## WHAT OUR VOICE IS

- Trustworthy
- Knowledgeable
- Helpful
- Encouraging
- Outgoing
- Courteous
- Friendly

## WHAT OUR VOICE IS NOT

- Overly hip
- Rigid
- Impersonal
- Indifferent or Uncaring
- Dry
- Uncommunicative
- Secretive

# TONE

The tone of our voice should be flexible, changing according to the audience, context, and type of communication. We may be more formal when communicating with business leaders, and more casual with riders.

**But in all situations, our tone should be:**

- **Transparent, open and honest**
- **Empathetic to our riders**
- **Encouraging and inspiring**

**Blog posts**

***Your tone should be:***
Friendly, relatable, helpful, inclusive

**Social media posts**

***Your tone should be:***
Casual but organized, human, not automated, on point, always there when needed, community-centric, encouraging, youthful

**Website content**

***Your tone should be:***
Informative, excited, friendly, collaborative, community-centric

**Responding to compliments**

***Your tone should be:***
Appreciative, humble

**Responding to criticisms**

***Your tone should be:***
Understanding and sympathetic, proactive to find a solution, but not overly apologetic

# KEY MESSAGES

**DART serves all major destinations in the DART Service Area.**

**DART is safe.**

**DART drives economic growth.**

**DART is reliable and consistent.**

**DART provides an efficient, effective transportation option.**

**DART is eco-friendly, making it better for the environment.**

**DART is inclusive of all riders to better serve every part of the community.**

**DART is convenient and fits your lifestyle.**

- It's for more than commuting or special events.
- See the city from a different perspective.
- It enables you to be spontaneous and flexible—you can easily hop on and off.
- It's a safe way to explore someplace new.
- You can use DART on your own terms—workdays, evenings, or weekends.
- You can be part of the DART community—DART connects you to the people and places that matter to you.

# ELEVATOR SPEECHES

Here's suggested language you can use for a variety of situations, depending on the level of detail you wish to provide your audience.

### Extra Large

Dallas Area Rapid Transit (DART) is an extensive network of DART Rail, Trinity Railway Express (TRE), and bus service that moves more than 171,000 passengers per day, across a 700-square-mile service area. DART is a regional transit agency that consists of 13 cities: Addison, Carrollton, Cockrell Hill, Dallas, Farmers Branch, Garland, Glenn Heights, Highland Park, Irving, Plano, Richardson, Rowlett, and University Park.
To learn more about DART, visit DART.org.

### Large

Dallas Area Rapid Transit offers public transportation services to a region covering 700 square miles in North Texas. DART services include bus, light rail, regional rail, paratransit, and on-demand throughout the service area. DART operates in 13 cities and accounts for more than 55.7 million passenger trips every year. To learn more about DART, visit DART.org.

### Medium

Dallas Area Rapid Transit offers public transportation services to a region covering 700 square miles in North Texas. Its services include bus, light rail, regional rail, paratransit, and on-demand.

### Small

Dallas Area Rapid Transit offers public transportation services to a region covering 700 square miles in North Texas.

# DART STANDARD LOGO

## DART LOGO

The DART® logo is U.S. registered trademark. Maintain size relationship between the DART logotype and arrow (chevron).

Maintain positioning of elements seen here.

Never use the DART wordmark isolated from the chevron. If you use the wordmark, you must use the chevron.

The registration symbol ®, denoting the legal protection under U.S. law, should be applied to the logo in all uses.

The DART logo should always be used at a minimum height of 3/8 inches.



# DART LOGO VARIATIONS

### Full-Color Applications
The two-color logo converts to three-color (RGB) for digital use, and four-color (CMYK) for print use. The art files provided to requesters will be in the format suited for their output needs.




### One-Color Applications
When two colors are not available, the one-color DART logo can be used.




### Two-Color Applications
Two-color logos are preferred over one-color, where possible. The color block behind the mark is not part of the DART logo. It shows how the logo appears against a background.




### One-Color Reversed
The one-color logo can be reversed out of a darker color field. The color block behind the mark is not part of the DART logo. It shows how the logo appears against a background.




### White DART Word Logo
This logo was developed to maintain an effective DART logo contrast over four-color print images. The photo image block behind the mark is not part of the DART logo. It shows how the logo appears against an image.




### One-Color DART Navy
The one-color logo can be reproduced in DART navy blue, Pantone 281c.



# UNACCEPTABLE LOGO APPLICATIONS

The following applications of the logo are not to be used.



**DO NOT**
outline



**DO NOT**
isolate DART
from chevron



**DO NOT**
change color



**DO NOT**
skew



**DO NOT**
rotate



**DO NOT**
stretch or compress



**DO NOT**
elongate



**DO NOT**
change the size or
location of logotype



## STILL NOT SURE IF IT IS ACCEPTABLE?

Please contact us at **creative@DART.org** with any questions.

# DART LET'S GO LOGO

## DART LET'S GO LOGO

The DART Let's Go logo is used for communications and marketing materials supporting the DART brand positioning.

- Variations to fit full-color executions as well as limited-color pieces are available.
- Horizontal and vertical versions are available in every color version.




## DART VAMOS LOGO

The Spanish language version of the logo is built in the same color variations.

Variations are available for the DART Vamos logo that match each variation of the DART Let's Go logo.



# DART VS. DART LET'S GO LOGO

## HOW DO I KNOW WHICH LOGO TO USE?

The logo used should fit the tone of the piece. For example, a human trafficking campaign should only carry the DART logo due to the seriousness of the topic. A partnership with the Dallas Mavericks, on the other hand, would carry the DART let's go logo.

### DART LOGO

- Pieces with a corporate tone
- Materials for the board
- Marketing campaigns with a serious tone such as safety and security

### DART LET'S GO LOGO

- Customer information
- Partnerships
- Marketing campaigns with a fun tone such as State Fair

## STILL NOT SURE WHICH LOGO TO USE?

Please contact us at **creative@DART.org** with any questions.

# DART COLOR PALETTE

## DART PRIMARY BRAND COLORS

Primary brand colors for use with DART materials; including facility signage, rider communications, website, digital assets and partnership applications.

**CMYK** 100, 90, 31, 34
**RGB** 0, 32, 91
**PANTONE** 281C
**HEX** 00205B

**CMYK** 0, 16, 100, 0
**RGB** 255, 206, 0
**PANTONE** 116C
**HEX** FFCD00

**CMYK** 0, 0, 0, 0
**RGB** 255, 255, 255
**PANTONE** N/A
**HEX** FFFFFF

**CMYK** 16, 11, 11, 27
**RGB** 167, 168, 170
**PANTONE** Cool Gray 6 C
**HEX** A7A8AA

## DART SECONDARY BRAND COLORS

Secondary brand colors are used primarily in advertising and marketing campaigns.

**CMYK** 0, 60, 100, 0
**RGB** 255, 130, 0
**PANTONE** 151C
**HEX** FF8200

**CMYK** 98, 24, 1, 3
**RGB** 0, 125, 186
**PANTONE** 7461C
**HEX** 007DBA

# TYPOGRAPHY

## HOW DO I KNOW WHICH FONT TO USE?

Fonts should follow the guidelines outlined here for different forms of communication to reinforce the DART brand.

### Customer Information

For a consistent look on material such as maps, schedules, how-to-rides, and publications, DART Communications has narrowed its font usage to a few typefaces. These provide easy readability, have multiple weights and faces for customizing verbal content, and when applied in a standard design hierarchy support a brand look to the wide array of printed material the agency produces.

### Signage & On-Vehicle

DART adheres to public transit industry best practices in signage by using type fonts which conform to the Americans with Disabilities Act (ADA) and Manual for Uniform Traffic Control Devices (MUTCD) guidelines for readability at distances, being bold in weight, having the right width-to-height proportion, and in letter and line spacing.

### Electronic Messaging

For online and mobile device site and page content, DART follows current technology standards for on-screen display.

### Internal Communications

DART uses a modern array of business communications devices and utilizes fonts provided by operating systems and applications. See box for suggested font family guidelines. Readability is always the goal, so a good rule-of-thumb is to use restraint on decorative fonts and the number of fonts used in a document.

## DART USES THESE FONTS

**Primary Font Families**

- Open Sans
- Barlow
- Bitter
- Avant Garde (signage)
- Poppin

**Secondary Font Families**

- Arial
- Aptos
- Calibri
- Cambria
- Times/Times New Roman
- Clearface (signage)

# ICONS & SYMBOLS

DART has branded icons and symbols used for customer communications, signage and programs. Please see these most commonly used examples.



Bus Service



Rail Service




GoLink Service



Airport




Direction



Contactless Payment



Ticket Vending



GoPass® Tap



Tap Reader



Location



No Smoking



No Littering




Parking



## NEED MORE INFORMATION?

Please contact us at **creative@DART.org** with any questions.

# DART EXTERNAL SUB-BRANDS

The sub-brand logo marks on this page are public-facing. They fall under DART's main brand umbrella. This page covers most sub-brand services and payment systems.

## SERVICES

GoLink

LOVE link

SILVERLINE
DALLAS AREA RAPID TRANSIT

DART express
fewer stops & more comfort

DART mart

## PAYMENTS

GoPass®

GoPass® Tap

# DART EXTERNAL SUB-BRANDS

The following logo marks represent some of DART's public subsidiary programs, services, and initiatives under the main brand umbrella. This page covers the primary DART programs and groups.

## PROGRAMS & GROUPS



# DEPARTMENT LOGO LOCK-UP

DART logo arrangements reinforce the brand by standardizing the consistent look of the DART division names to maintain brand consistency. Individual team or division logo designs will not be used as they dilute the overall general effectiveness of the DART brand.

## LOCK-UP SPECIFICATIONS

- Name will be set in title case only
- Font used will be Open Sans Bold
- Name positioned to the right of the DART logo and aligned flush left
- Space between the two elements is adjusted for visual continuity
- Align the baseline of the name with the baseline of the word DART in the logo
- Names can be broken into two lines as shown
- No name will be stacked vertically more than two lines
- The use of an ampersand (&) in the department name is preferred






# DART INTERNAL SUB-BRANDS

The following logo marks represent some of the DART internal subsidiary programs, services, and initiatives for the employee audience.



# TRANSPORTATION CONNECTIONS

DART's system is integrated and connects with these transportation services in North Texas.




DART
QUESTIONS?
Contact DART Creative Services
at creative@DART.org
121-4378-0824

# Agenda Report

*Committee-of-the-Whole* ☒

**DATE:** **September 30, 2025**

**SUBJECT:** **Briefing on the Hillcrest Pump Station Located at 17404 Hillcrest Road, Dallas, Texas 75252**

## RECOMMENDATION

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

## BUSINESS PURPOSE

- The Board will be briefed on the Hillcrest Pump Station located at 17404 Hillcrest Road in Dallas, Texas 75252.
- The briefing will include the original plan defined by DART, innovative concept defined by design-builder, determination of final location, cost of additional work under the design-build contract, impact of delays, name of seller of the property acquired for the pump station, final price, and method of price determination.
- This briefing will help DART achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

# Agenda Report

**DATE:** **September 30, 2025**

**SUBJECT:** **Briefing on DART Transform: Light Rail Vehicle Procurement**

## RECOMMENDATION

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

## BUSINESS PURPOSE

- The purpose of this briefing is to provide an update for the Committee-of-the-Whole on the DART Transform System Modernization Program Light Rail Vehicle Procurement.
- This briefing will focus on features that were examined as part of the preparation for the Light Rail Vehicle Request for Proposals including Open Gangways. Business Class sections, while not currently addressed in the Request for Proposals, will also be discussed.
- The DART Transform System Modernization Program is an integral part of the agency's long-term strategic plan. These equipment and infrastructure improvements will support Agency Strategic Goal 2: Culture of Contribution – Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth; Strategic Goal 3: Quality Service – Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind; and Strategic Goal 5: Fantastic Spaces – Create fantastic spaces that add value to our communities, enhance the rider experience, and foster a sustainable and thriving region.