



# Agenda

**Dallas Area Rapid Transit  
COMMITTEE-OF-THE-WHOLE  
Tuesday, February 10, 2026, 1:30 P.M. – Board Room  
1401 Pacific Ave., Dallas, Texas 75202**

**General Items:**

1. Approval of Minutes: January 27, 2026
2. Items of Interest
3. Public Comments – Agenda Item Specific

**Consent Items:**

**Development & Innovation:**

4. Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase II Construction to Include Change to the Painting of Custer Pedestrian Bridge (Patrick J. Kennedy/Nadine S. Lee)
5. Approval of Contract Modification to Increase Contract Value for the Silver Line Equipment Maintenance Facility Construction to Include Metal Grate Floor Structure at Equipment Maintenance Facility Building (Patrick J. Kennedy/Nadine S. Lee)
6. Approval of Contract Modification for Landscape Management and Maintenance Services (Patrick J. Kennedy/Trenise Winters)

**Individual Items:**

**Development & Innovation:**

7. +Approval to Amend the Call for Public Hearing for Potential May 2026 Service Changes to Include the Town of Addison (Patrick J. Kennedy/Nadine S. Lee)  
***[10 minutes – presentation; 10 minutes – Q&A]***
8. \*Briefing on Fiscal Year 2026 First Quarter Police Operations Update (Patrick J. Kennedy/Charles Cato)  
***[20 minutes – presentation; 20 minutes – Q&A]***

**Administration:**

9. Approval of an Interlocal Agreement between Dallas Area Rapid Transit and VIA Metropolitan Transit for GoPass® Application Licensing (Gary Slagel/Jamie Adelman)  
***[5 minutes – presentation; 5 minutes – Q&A]***
10. \*Briefing on City and Regional Proposals Related to Governance, Funding, and Service (Randall B. Bryant)  
***[30 minutes – presentation; 120 minutes – Q&A]***



# Agenda

11. Approval of a Resolution for Legislative Priorities on Governance for the 90<sup>th</sup> Session of the Texas Legislature (Randall B. Bryant)  
*[0 minutes – presentation; 0 minutes – Q&A]*
12. Approval of Strategic Local Funding Solution (Randall B. Bryant)  
*[0 minutes – presentation; 0 minutes – Q&A]*

**Other Items:**

13. Adjournment

\* indicates a Briefing Item Only

+ indicates a Same-Date Item that has not previously been presented to the Board

The Dallas Area Rapid Transit 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 551.089 for deliberation regarding deployment or implementation of Security Personnel or devices arising or regarding any item listed on this Agenda. This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please contact Community Engagement at 214-749-2721, 48 hours in advance.

**MINUTES**  
**DALLAS AREA RAPID TRANSIT**  
**COMMITTEE-OF-THE-WHOLE**  
**Tuesday, January 27, 2026**

The Dallas Area Rapid Transit **Committee-of-the-Whole** meeting convened on **Tuesday, January 27, 2026, at 2:32 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Bryant 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](https://DART.org/about/public-access-information/board-meetings-information).

**City of Dallas**

Randall B. Bryant – **Board Chair**

Carmen Garcia – **Secretary**

Patrick J. Kennedy

Roy C. Lopez

Maureen Milligan

Maurice A. West

Michele Wong Krause

**City of Garland**

Marc C. Abraham - **Board Vice Chair**

**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

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

Mark C. Enoch – **Assistant Secretary**

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

Gary A. Slagel

Rick H. Stopfer was absent.

## General Items

1. This item will be discussed at the Board meeting only

2. Approval of Minutes: January 13, 2026

Assistant Secretary Enoch made a motion to adopt the January 13, 2026, Committee-of-the-Whole as written.

Director Slagel seconded, and the Minutes were adopted as written.

3. Items of Interest

These items were presented.

Director Barbera entered the meeting virtually via Teams at 2:34 p.m.

Vice Chair Abraham entered the meeting virtually via Teams at 2:35 p.m.

Director West entered the meeting at 2:37 p.m.

Director Milligan entered the meeting virtually via Teams at 2:39 p.m.

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

5. Public Comments – Agenda Item Specific

There were no public comments.

**Consent Items: 6 – 22 will be discussed at the Board meeting only.**

**Individual Items: 23-29 will be discussed at the Board meeting only.**

### *Development & Innovation:*

23. Approval of a Lease with Gateway Community Soccer, LLC, for Property Located at 816 Sabine Street in the City of Dallas, Texas

Caitlin Holland, Vice President, Real Estate and Economic Development, briefed the Committee.

Director Slagel 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 lease with Gateway Community Soccer, LLC, for property located at 816 Sabine Street in the City of Dallas, Texas, as depicted in Exhibit 1 to the resolution, subject to legal review.

Secretary Garcia seconded.

During the discussion, Vice President Holland introduced Raul Estrada, a local businessman with Gateway Soccer, LLC, to respond to questions made by the board.

Director Slagel motioned to amend the main motion to revert to the original motion presented at the December 09, 2025, Committee-of-the-Whole meeting, which included a 10-year term, Board review at year three, and annually thereafter for lease escalation, and approval to allow permanent facilities.

Director Lopez seconded the amended motion. After discussion, the amended motion was adopted with Directors MacGregor, Barbera, Ricciardelli, Hrbacek, and Assistant Secretary Enoch opposing.

24. **This item will be discussed at the Board Meeting only.**

***Administration:***

25. **+Approval of Contract for Palo Alto Security Platforms and Services**

Director Ricciardelli recused himself at 3:51 p.m.

Julius Smith, Vice President & Chief Information Officer, briefed the committee on agenda item 25, +Approval of Contract for Palo Alto Security Platforms and Services, and agenda item 26, +Approval of Contract for Security Platform and Firewall Engineering and Management Services, as a combined presentation.

Director Lopez recused himself at 3:55 p.m.

**Director Slagel moved to approve agenda item 25, and agenda item 26, Approval of Contract for Security Platform and Firewall Engineering and Management Services.**

Moved 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 no options to CyberOne LLC to provide Palo Alto Security Platforms and Services as a Managed Security Services Provider [Contract No. C-2095742-01], for a not-to-exceed amount of \$6,526,149, with a contingency of \$652,615, for a total authorized amount not to exceed \$7,178,764.

26. **+Approval of Contract for Security Platform and Firewall Engineering and Management Services**

Moved 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 no options to CyberOne LLC to provide CyberArk Security Platform and Firewall Engineering and Management Services as a Managed Security Services Provider [Contract No. C-2097534-01], for a not-to-exceed amount of \$1,377,443, with a contingency of \$137,745, for a total authorized amount not to exceed \$1,515,188.

Director West seconded, and the items were adopted unanimously.

27. **+Approval of Contract Modification for Strategic Communications Services**

Joni Honors, Senior Vice President, Communication Strategy, briefed the committee.

**Director Slagel 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 contract modification for strategic communications services with The GoldHam Group, [Contract No. C-2090484-01], in the amount of \$456,600, for a new total authorized amount not to exceed \$1,616,600.**

Secretary Garcia seconded, and the motion was adopted unanimously.

28. **\*Briefing on DART Business Programs**

Gene Gamez, General Counsel, briefed the committee.

**29. \*Briefing on Status of City and Regional Discussions Related to Governance, Funding, and Service**

Nadine Lee, President & Chief Executive Officer, and Randall B. Bryant, Board Chairman, briefed the committee.

**Other Items**

**30. Adjournment**

There being no further business to discuss, the meeting adjourned at 6:00 p.m.



**Briana Campbell,  
Secretary of the Board**

/bc



# Agenda Report

<b>Attachments:</b> 1. Procurement Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** February 10, 2026

**SUBJECT:** Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase II Construction to Include Change to the Painting of Custer Pedestrian Bridge

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to increase the contract value for construction of the Regional Trail Phase II with Archer Western Construction, LLC, to include a painted finish at the Custer Pedestrian Bridge in the amount of \$683,650, to be funded from contingency, for a new contract value not to exceed \$93,134,200, and no change to the total Board-authorized amount not to exceed \$95,358,689.

## FINANCIAL CONSIDERATIONS

- This contract modification for the construction of the Regional Trail Phase II is included in the Regional Trail Phase II project in the approved FY 2026 capital budget.
- Sufficient funding for this contract modification in the amount of \$683,650 is included in both the Regional Trail Phase II project and the Commuter Rail capital line item of the approved FY 2026 20-Year Financial Plan.
- The North Central Texas Council of Governments (NCTCOG) is providing 100% funding for this project, including this contract modification, and agrees with this change.

## BUSINESS PURPOSE

- On March 25, 2025 (Resolution No. 250022), the Board approved the contract award to Archer Western Construction, LLC, for construction of the Regional Trail Phase II, in an amount not to exceed \$90,560,888, plus a supplemental work contingency of \$3,990,463 for unanticipated expenses, for a total authorized amount not to exceed \$94,551,351.
- On December 9, 2025 (Resolution No. 250171), the Board approved increasing the contract value for construction of the Regional Trail Phase II with Archer Western Construction, LLC, to include changes to the type of retaining wall constructed in three locations in the amount of \$807,338, to be funded by new NCTCOG funds, for a new total contract amount of \$92,450,550, and a new total authorized amount not to exceed \$95,358,689.
- This is a change from a weathered steel finish to a painted finish with Sherwin-Williams color #6528 (tricorn black with glossy finish) at the pedestrian bridge at Custer Road.

- The painted finish was requested by the City of Richardson.
- Approval of this increase to the contract will support final completion of the project.
- Approval of this increase to the value of the contract 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; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

## **PROCUREMENT CONSIDERATIONS**

- The Regional Trail Phase II Construction contract is a fixed price General Contractor's Services contract. The base term of the contract is currently from April 18, 2025, through May 11, 2027.
- The increase of the contract value in the amount of \$683,650 to paint the Custer Pedestrian Bridge was negotiated numerous times to reach the final fair and reasonable amount and will be funded from contract contingency.
- The procurement analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was established in August 2024 at 30% DBE participation.
- Archer Western Construction, LLC, the prime contractor, has committed to exceed the goal.
- The DBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

- Section 452.056 (a) of the Texas Transportation Code authorizes DART to construct, develop, plan, and operate a public transportation system within the DART Service Area.
- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**PROCUREMENT ANALYSIS**  
**Funding Modification**  
**SA05**

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**Contract Information**

- A. Contract Description:** Regional Trail Phase 2 Construction
- B. Contractor:** Archer Western Construction
- C. Contract Number:** C-2086585-01
- D. Contractual Action:** Increase funding
- E. Current Contract Amount:** \$92,450,550
- F. Contract Modification Amount:** \$683,650
- G. New Contract Amount:** \$93,134,200
- H. Contract Type:** Fixed Price
- I. Current Term of Contract/Performance Period:** April 18, 2025 - May 11, 2027
- J. Remaining Options Available:** None
- K. Price Considerations:** Pricing proposed for this modification in an amount not-to-exceed of \$683,650 is fair and reasonable based on negotiations between DART and Archer Western Construction.
- L. Negotiation Memorandum:** Will be available for review in the contract file for this item.
- M. Determinations Required:** None
- N. Funding:** Local/Federal
- O. Determination of Responsibility:**
  - Bond Check:** Yes
  - 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:** Yes
  - Debarred/Suspended list:** Not on the debarred/suspended list.

**Determination and Recommendation**

Archer Western Construction is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended for the Regional Trail Phase 2 Construction Project.

**Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase II  
Construction to Include Change to the Painting of Custer Pedestrian Bridge**

**DBE Considerations**

The goal for this contract was established in August 2024 at 30% DBE participation. This contract modification of \$683,650 will increase the contract amount to \$93,134,200. Of the modification amount, Archer Western Construction, LLC, the prime contractor, has committed \$211,726 to the following certified firms:

**DBE PARTICIPATION**

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT
Toro Bravo Construction, LLC	Dallas, TX	White Female	Supply and Install Reinforcing Steel	\$3,213
McRyan Hauling, Inc.	Justin, TX	White Female	Supply Material and Trucking	\$1,231
Q. Roberts Trucking Incorporated	Seagoville, TX	Black Male	Hauling and Materials	\$1,231
Texas Environmental Management – San Antonio, Inc.	Justin, TX	White Female	Erosion Control and Landscape	\$2,051
Royal Striping Limited Liability Company	Dallas, TX	Black Male	Pavement Markings	\$2,940
JB Pinnacle Group, LLC	Houston, TX	White Female	Supply and Install Misc. Concrete Items Including but Not Limited to Conc Paving, Curb Ramps, Sidewalk, Rip Rap, Barrier Rail and Driveways	\$77,799
Post L Group LLC	Fort Worth, TX	Black Male	MSE Walls, CIP Sidewalk Walls, Concrete Trails	\$32,747
Dowager Utility Construction, Ltd	Dallas, TX	Asian Pacific Male	Install Utilities	\$88,054
The Burrell Group	Dallas, TX	Black Male	Public Involvement, Community Relations, and Document Control or Other Related Administrative Service Requested	\$2,461

**DBE PARTICIPATION (for this increase): \$211,726**

For the entire contracting period, Archer Western Construction, LLC, the prime contractor, has committed to exceed the DBE goal through the utilization of the following certified firms;

## DBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Toro Bravo Construction, LLC	Dallas, TX	White Female	Supply and Install Reinforcing Steel	\$437,731	0.47%
McRyan Hauling, Inc.	Justin, TX	White Female	Supply Material and Trucking	\$167,642	0.18%
Q. Roberts Trucking Incorporated	Seagoville, TX	Black Male	Hauling and Materials	\$167,642	0.18%
Texas Environmental Management – San Antonio, Inc.	Justin, TX	White Female	Erosion Control and Landscape	\$279,403	0.30%
Royal Striping Limited Liability Company	Dallas, TX	Black Male	Pavement Markings	\$400,477	0.43%
JB Pinnacle Group, LLC	Houston, TX	White Female	Supply and Install Misc. Concrete Items Including but Not Limited to Conc Paving, Curb Ramps, Sidewalk, Rip Rap, Barrier Rail and Driveways	\$10,598,672	11.38%
Post L Group LLC	Fort Worth, TX	Black Male	MSE Walls, CIP Sidewalk Walls, Concrete Trails	\$4,461,128	4.79%
Dowager Utility Construction, Ltd	Dallas, TX	Asian Pacific Male	Install Utilities	\$11,995,685	12.88%
The Burrell Group	Dallas, TX	Black Male	Public Involvement, Community Relations, and Document Control or Other Related Administrative Service Requested	\$335,283	0.36%

**TOTAL DBE PARTICIPATION: \$28,843,662      30.97%\***

**NOTE:** The goal is based on the not to exceed amount of \$93,134,200. 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**

Archer Western Construction, LLC. is located in Irving, TX and employs 2,937 individuals. The following is an analysis of their EEO-1 report.

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
<b>MALES</b>	100	228	1,204	32	1,119	2,683	<b>91.35%</b>
<b>FEMALES</b>	17	23	81	3	130	254	<b>8.65%</b>
<b>TOTAL</b>	117	251	1,285	35	1,249	2,937	<b>100%</b>
<b>PERCENTAGE</b>	<b>3.98%</b>	<b>8.55%</b>	<b>43.75%</b>	<b>1.19%</b>	<b>42.53%</b>	<b>100%</b>	

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase II Construction to Include Change to the Painting of Custer Pedestrian Bridge**

WHEREAS, on March 25, 2025 (Resolution No. 250022), the Board approved the contract award to Archer Western Construction, LLC, for construction of the Regional Trail Phase II, in an amount not to exceed \$90,560,888, plus a supplemental work contingency of \$3,990,463 for unanticipated expenses, for a total authorized amount not to exceed \$94,551,351; and

WHEREAS, on December 9, 2025 (Resolution No. 250171), the Board approved increasing the contract value for construction of the Regional Trail Phase II with Archer Western Construction, LLC, to include changes to the type of retaining wall constructed in three locations in the amount of \$807,338, to be funded by new North Central Texas Council of Governments (NCTCOG) funds, for a new total contract amount of \$92,450,550, and a new total authorized amount not to exceed \$95,358,689; and

WHEREAS, this is a change from a weathered steel finish to a painted finish with Sherwin-Williams color #6528 (tricorn black with glossy finish) at the pedestrian bridge at Custer Road; and

WHEREAS, the painted finish was requested by the City of Richardson; and

WHEREAS, approval of this increase to the contract will support final completion of the project; and

WHEREAS, sufficient funding for this contract modification is within current budget and FY 2026 20-Year Financial Plan allocations; and

WHEREAS, the NCTCOG is providing 100% funding for this project and agrees with this change.

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 increase the contract value for construction of the Regional Trail Phase II with Archer Western Construction, LLC, to include a painted finish at the Custer Pedestrian Bridge in the amount of \$683,650, to be funded from contingency, for a new contract value not to exceed \$93,134,200, and no change to the total Board-authorized amount not to exceed \$95,358,689.

**Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase II  
Construction to Include Change to the Painting of Custer Pedestrian Bridge**

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

<b>Attachments:</b> 1. Procurement Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** February 10, 2026

**SUBJECT:** **Approval of Contract Modification to Increase Contract Value for the Silver Line Equipment Maintenance Facility Construction to Include Metal Grate Floor Structure at Equipment Maintenance Facility Building**

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification to: 1) increase the value of the contract for the Silver Line Equipment Maintenance Facility (EMF) Project with Stacy and Witbeck, Inc., to include a metal grate floor and supporting steel structure along the north wall of the EMF Building in an amount not to exceed \$309,311, to be funded from contingency, for a new contract value not to exceed \$69,733,481 and no change to the total Board-authorized amount not to exceed of \$74,360,000; 2) change date for Milestone 1b Complete EMF Buildings to March 6, 2026; 3) change date for Milestone 2 Final Completion to September 28, 2026; and 4) change contract completion date to December 12, 2026.

## FINANCIAL CONSIDERATIONS

- This contract modification to include metal grate floor structures at the Silver Line Equipment Maintenance Facility (EMF) is included in the Maintenance Facility – EMF project budget of the approved FY 2026 Capital Budget.
- Sufficient funding for this contract modification in the amount of \$309,311 is included in both the Maintenance Facility – EMF and Commuter Rail Capital line items of the FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- On April 16, 2024 (Resolution No. 240041), the DART Board authorized award of a contract for General Contractor Pre-Construction and Construction Phase Services for the Silver Line EMF Project to Stacy and Witbeck, Inc., in the amount of \$823,914 to include Pre-Construction phase services only, plus a contingency for unanticipated costs in the amount of \$76,086, for a total authorized amount not to exceed \$900,000.
- On September 24, 2024 (Resolution No. 240113), the DART Board approved a contract modification to include construction phase services in the amount of \$66,780,000, plus an additional contingency for unanticipated costs in the amount of \$6,680,000, for a new total authorized amount not to exceed \$74,360,000.
- On April 29, 2025 (Resolution No. 250035), the DART Board approved a contract modification

to include a new yard inspection pit, relocation of an existing water line for the City of Plano, and de-obligation of an unused allowance for lime stabilization in an amount not to exceed \$1,151,695, to be funded from contingency with reimbursement from the City of Plano Tax Increment Fund (TIF) for the relocation of the existing water line, for a new contract value not to exceed \$68,755,609, and no change to the total Board-authorized amount not to exceed \$74,360,000.

- On January 27, 2026 (Resolution No. 260008), the DART Board approved a contract modification to increase the value of the contract to include supplemental Wi-Fi at the vehicle yard in an amount not to exceed \$168,236, to be funded from contingency, for a new contract value not to exceed \$69,424,170, and no change to the total Board-authorized amount not to exceed \$74,360,000.
- This modification for the metal grate floor and supporting steel structure along the north wall of the EMF Building will provide additional flexibility to conduct and expedite the routine vehicle inspections.
- The total cost for this change in the amount of \$309,311 is from contingency.
- Changes to dates for contract milestones will reconcile the revised project schedule with contractor delays and owner-requested changes:

Milestone	Original Date	Change	Revised Date
1b - Complete EMF Building	December 6, 2025	90 days	March 6, 2026
2 - Final Completion	March 13, 2026	199 days	September 28, 2026

- The change to the contract completion date will align the contract duration with the effective period for Owner's Controlled Insurance Program (OCIP).

	Original Date	Change	Revised Date
Contract Completion	March 13, 2026	274 days	December 12, 2026

- Approval of this modification to increase the value of the contract, to include changes to dates for contract milestones, and to include a change to the date for contract completion will support contract administration and collaborative efforts to complete the project.
- Approval of this modification 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; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

## PROCUREMENT CONSIDERATIONS

- This is a fixed price General Contractor's services contract, priced in two phases for Pre-Construction Phase Services and Construction Phase Services with a total term of 22 months from date of the Notice to Proceed.

- This modification will be used for the installation of a metal grate floor structure at the Silver Line Equipment Maintenance Facility in an amount not to exceed \$309,311 that was negotiated to reach a fair and reasonable determination. It will be funded from contingency.
- This modification also extends the period of performance from March 13, 2026, to December 12, 2026. The contractor has performed all work satisfactorily to date.
- The procurement analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was established in November 2023 at 34% M/WBE participation.
- Stacy and Witbeck, 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 DART Service Area.
- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

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**Dallas Area Rapid Transit Authority**  
**PROCUREMENT ANALYSIS**  
**Funding Modification**  
**SA20**

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**Contract Information**

**A. Description:** General Contractor Pre-Construction Phase and Construction Phase Services for the Silver Line Maintenance Facility Project.

**B. Contractor:** Stacy and Witbeck, Inc.

**C. Contract Number:** C-2080425-01

**D. Contractual Action:** Increase funding and extend the period of performance.

**E. Contract Amount:** \$69,424,170

**F. Contract Modification Amount:** Not-to-exceed amount of \$309,311 to be funded from contract contingency.

**G. New Contract Amount:** Not-to-exceed amount of \$69,733,481

**H. Contract Type:** Fixed price General Contractor's Services contract, priced in two phases for Pre-Construction Phase Services and Construction Phase Services.

**I. Current Term of Contract/Performance Period:** April 24, 2024 – March 13, 2026 (extension date December 12, 2026)

**J. Remaining Options Available:** None

**K. Price Considerations:** The cumulative estimated not-to-exceed amount of \$309,311 is fair and reasonable based on negotiations between DART and Stacy and Witbeck, Inc.

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

**M. Determinations Required:** None

**N. Funding:** Local and Federal

**O. Determination of Responsibility:**

**Bond Check:** Yes

**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:** Yes

**Debarred/Suspended list:** Not on the debarred/suspended list

**Determination and Recommendation**

Stacy and Witbeck, Inc., is a responsible contractor for the modification described above and has the capacity to perform the work. Therefore, execution of the contract modification is recommended.

**Approval of Contract Modification to Increase Contract Value for the Silver Line Equipment Maintenance Facility Construction to Include Metal Grate Floor Structure at EMF Building**

**M/WBE Considerations**

The goal for this contract was established in November 2023 at 34% M/WBE participation. This contract modification of \$309,311 will increase the contract amount to \$69,733,481. Of the modification amount, \$117,786 has been committed to the following firms:

**M/WBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>
Alpha & Omega Industries, LLC	Carrollton, TX	Black Male	Electrical, Systems and Communication Installation	\$7,423
D. Bivens Consulting, LLC	Mansfield, TX	Black Female	DBE Outreach, Coordination and Compliance	\$16,084
QN Management Solutions Inc	Dallas, TX	Asian Pacific Male	Scheduling Consultant	\$17,074
Reyes Group, Ltd.	Grand Prairie, TX	Hispanic Male	General Contracting Services, Structures, Walls, and Utilities	\$66,595
VRX, Inc.	Plano, TX	White Female	Environmental Consulting Services	\$10,609

**TOTAL M/WBE PARTICIPATION (for this increase): \$117,785**

For the entire contracting period, Stacy and Witbeck, Inc., the prime contractor, has committed to exceed the M/WBE goal through the utilization of the following certified firms:

**M/WBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>	<b>PERCENT</b>
Alpha & Omega Industries, LLC	Carrollton, TX	Black Male	Electrical, Systems and Communication Installation	\$1,673,604	2.40%
D. Bivens Consulting, LLC	Mansfield, TX	Black Female	DBE Outreach, Coordination and Compliance	\$3,626,141	5.20%
QN Management Solutions Inc	Dallas, TX	Asian Pacific Male	Scheduling Consultant	\$3,849,288	5.52%

Reyes Group, Ltd.	Grand Prairie, TX	Hispanic Male	General Contracting Services, Structures, Walls, and Utilities	\$15,013,618	21.53%
VRX, Inc.	Plano, TX	White Female	Environmental Consulting Services	\$2,391,858	3.43%

**TOTAL M/WBE PARTICIPATION: \$26,554,509 38.08%\***

**NOTE:** The goal is based on the not to exceed amount of \$69,733,481. If there are any changes to this amount, the original goal will apply.

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

### **Summary of EEO-1 Report**

Stacy and Witbeck, Inc., is located in Alameda, CA and employs 713 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
<b>MALES</b>	27	20	155	22	365	589	<b>82.61%</b>
<b>FEMALES</b>	20	4	29	12	59	124	<b>17.39%</b>
<b>TOTAL</b>	47	24	184	34	424	713	<b>100%</b>
<b>PERCENTAGE</b>	<b>6.59%</b>	<b>3.37%</b>	<b>25.80%</b>	<b>4.77%</b>	<b>59.47%</b>	<b>100%</b>	

**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of Contract Modification to Increase Contract Value for the Silver Line Equipment Maintenance Facility Construction to Include Metal Grate Floor Structure at Equipment Maintenance Facility Building**

WHEREAS, on April 16, 2024 (Resolution No. 240041), the DART Board authorized award of a contract for General Contractor Pre-Construction and Construction Phase Services for Silver Line EMF Project to Stacy and Witbeck, Inc., in the amount of \$823,914 to include Pre-Construction phase services only, plus a contingency for unanticipated costs in the amount of \$76,086, for a total authorized amount not to exceed \$900,000; and

WHEREAS, on September 24, 2024 (Resolution No. 240113), the DART Board approved a contract modification to include construction phase services in the amount of \$66,780,000, plus an additional contingency for unanticipated costs in the amount of \$6,680,000, for a new total authorized amount not to exceed \$74,360,000; and

WHEREAS, on April 29, 2025 (Resolution No. 250035), the DART Board approved a contract modification to include a new yard inspection pit, relocation of an existing water line for the City of Plano, and de-obligation of an unused allowance for lime stabilization in an amount not to exceed \$1,151,695, to be funded from contingency with reimbursement from the City of Plano Tax Increment Fund (TIF) for the relocation of the existing water line, for a new contract value not to exceed \$68,755,609, and no change to the total Board-authorized amount not to exceed \$74,360,000; and

WHEREAS, on January 27, 2026 (Resolution No. 260008), the DART Board approved a contract modification to increase the value of the contract to include supplemental Wi-Fi at the vehicle yard in an amount not to exceed \$168,236, to be funded from contingency, for a new contract value not to exceed \$69,424,170, and no change to the total Board-authorized amount not to exceed \$74,360,000; and

WHEREAS, this modification for the metal grate floor and supporting steel structure along the north wall of the EMF Building will provide additional flexibility to conduct and expedite the routine vehicle inspections; and

WHEREAS, the total cost for this change in the amount of \$309,311 is from contingency; and

WHEREAS, approval of this modification to increase the value of the contract, to include changes to dates for contract milestones, and to include a change to the date for contract completion will support contract administration and collaborative efforts to complete the project; and

WHEREAS, funding for this increase to the contract value is within current budget and 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 contract modification to:

Section 1: Increase the value of the contract for the Silver Line Equipment Maintenance Facility (EMF) Project with Stacy and Witbeck, Inc., to include a metal grate floor and supporting steel structure along the north wall of the EMF Building in an amount not to exceed \$309,311, to be funded from contingency, for a new contract value not to exceed \$69,733,481 and no change to the total Board-authorized amount not to exceed \$74,360,000.

Section 2: Change date for Milestone 1b Complete EMF Building to March 6, 2026.

Section 3: Change date for Milestone 2 Final Completion to September 28, 2026.

Section 4: Change contract completion date to December 12, 2026.

**Approval of Contract Modification to Increase Contract Value for the Silver Line Equipment Maintenance Facility Construction to Include Metal Grate Floor Structure at Equipment Maintenance Facility Building**

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

<b>Attachments:</b> 1. Procurement Analysis 2. Vendor Demographics	<b>Voting Requirements:</b> Majority
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**DATE:** February 10, 2026

**SUBJECT:** Approval of Contract Modification for Landscape Management and Maintenance Services

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification with BrightView Landscape Services, Inc., [Contract No. C-2075875-01] to: 1) add landscape management and maintenance services for the Silver Line facilities; and 2) increase the not-to-exceed amount by \$867,081, with a contingency of \$8,570, for a new total authorized amount not to exceed \$19,502,886.

## FINANCIAL CONSIDERATIONS

- This contract modification for Landscape Management and Maintenance Services is included in the Maintenance of Way & Facility Maintenance Department's approved FY 2026 operating budget.
- Sufficient funding for this contract modification in the amount of \$875,651 is included in both the Maintenance of Way & Facility Maintenance Department's FY 2026 Operating budget and the Total Operating Expense line item of the approved FY 2026 20-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this contract modification 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.
- On September 26, 2023 (Resolution No. 230120), the Board authorized award of a five-year contract with no options to BrightView Landscape Services, Inc., for landscape management and maintenance services, for \$17,627,235, with a contingency of \$1,000,000, for a total authorized amount not to exceed \$18,627,235.
- The modification incorporates landscape management and maintenance services for the Silver Line facilities and updates the Statement of Work (SOW) to incorporate the newly added locations while remaining consistent with the duties and standards established in the previous SOW. These updates reinforce DART's commitment to creating "fantastic spaces" and ensure alignment with strategic objectives across all service corridors.
- The contract currently covers landscape management and maintenance services for 84 DART facilities, including 65 light rail stations, 7 bus transit centers, 2 bus park-and-ride lots, 4 bus

transfer centers, 5 DART operating divisions, and the DART Police Headquarters/Monroe Shops. This modification expands the scope to include landscape services for 10 additional Commuter Rail Stations and 1 operations facility.

## **PROCUREMENT CONSIDERATIONS**

- The base term of the contract is five years from the notice to proceed date of January 1, 2024, and the contract provides no options.
- The pricing for the funding increase is fair and reasonable.
- The contractor's performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

## **VENDOR DEMOGRAPHICS**

- The goal for this contract was established in March 2023 at 34% M/WBE participation.
- BrightView Landscape Services, Inc., the prime contractor, has committed to meet the established goal.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

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

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**Dallas Area Rapid Transit Authority**  
**PROCUREMENT ANALYSIS**  
**Increase Funding**  
**Modification No. 4**

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**Contract Information**

- A. Contract Description:** Contract Modification for Landscape Management and Maintenance Services
- B. Contractor:** BrightView Landscape Services, Inc.
- C. Contract Number:** C-2075875-01
- D. Contractual Action:** Increase funding
- E. Current Contract Amount:** Not to exceed \$18,627,235
- F. Contract Modification Amount:** Not to exceed \$867,081
- G. New Contract Amount:** Not to exceed \$19,494,316, plus a contingency of \$8,570, for a total authorized amount not to exceed \$19,502,886
- H. Contract Type:** Both Definite Quantity/Definite Delivery with Firm Fixed Prices and Indefinite Delivery/Indefinite Quantity (IDIQ) with Fixed Prices.
- I. Performance Period:** Five years from the date of the Notice to Proceed
- J. Remaining Options Available:** None
- K. Price Considerations:** The pricing for the funding increase is fair and reasonable based on the original competition and is equal to the current pricing.
- L. Negotiation Memorandum:** Available for review in the contract file.
- M. Determinations Required:** N/A
- N. Funding:** Local
- O. Determination of Responsibility:**  
**Bond Check:** N/A  
**Reference Check:** Satisfactory  
**Financial Responsibility Survey:** Satisfactory  
**Insurance Check:** Yes  
**On-Site Inspection:** Yes  
**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.

**Determination and Recommendation**

BrightView Landscape Services, Inc., is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

**Approval of Contract Modification for Landscape Management and Maintenance Services****M/WBE Considerations**

The goal for this contract was established in March 2023 at 34% M/WBE participation. This contract modification of \$867,081 will increase the contract amount to \$19,494,316. Of the contract modification amount, BrightView Landscape Services, Inc. has committed \$294,807 to the following certified firms:

**MBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>
Resource Personnel Consultants Company, LLC	Dallas, TX	Hispanic Male	Supply Labor and Staff	\$86,708
Crockett Service Center	Dallas, TX	Hispanic Male	Equipment Repair	\$43,354
Lawn Patrol Services, Inc.	Fort Worth, TX	Black Male	Landscape Maintenance Services	\$43,354
Texas Tuff Hauling, LLC	Arlington, TX	Hispanic Male	Debris Removal	\$26,012
Brokers Quality Grass	Carrollton, TX	Black Male	Supply Grass	\$8,671

**MBE PARTICIPATION (for this increase): \$208,099**

**WBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>
Eagle Mountain Oil Company, LP	Fort Worth, TX	White Female	Supply Gasoline	\$86,708

**WBE PARTICIPATION (for this increase): \$86,708**

**TOTAL M/WBE PARTICIPATION (for this increase): \$294,807**

For the entire contracting period, BrightView Landscape Services, Inc., the prime contractor, has committed to meet the M/WBE goal through the utilization of the following certified firms:

**MBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>	<b>PERCENTAGE</b>
Resource Personnel Consultants Company, LLC	Dallas, TX	Hispanic Male	Supply Labor and Staff	\$1,949,432	10.00%
Crockett Service Center	Dallas, TX	Hispanic Male	Equipment Repair	\$974,716	5.00%
Lawn Patrol Services, Inc.	Fort Worth, TX	Black Male	Landscape Maintenance Services	\$974,716	5.00%
Texas Tuff Hauling, LLC	Arlington, TX	Hispanic Male	Debris Removal	\$584,829	3.00%
Brokers Quality Grass	Carrollton, TX	Black Male	Supply Grass	\$194,943	1.00%

**TOTAL MBE PARTICIPATION: \$4,678,636      24.00%\***

**WBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>	<b>PERCENTAGE</b>
Eagle Mountain Oil Company, LP	Fort Worth, TX	White Female	Supply Gasoline	\$1,949,432	10.00%

**TOTAL WBE PARTICIPATION: \$1,949,432      10.00%\***

**TOTAL M/WBE PARTICIPATION: \$6,628,068      34.00%\***

**NOTE:** The goal is based on the not to exceed amount of \$19,494,316. 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

BrightView Landscape Services, Inc., is located in Calabasas, CA and employs 18,149 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TWO OR MORE RACES	TOTAL	PERCENTAGE
MALES	79	1,211	11,031	83	4,114	106	16,624	<b>91.60%</b>
FEMALES	40	82	592	7	781	23	1,525	<b>8.40%</b>
TOTAL	119	1,293	11,623	90	4,895	129	18,149	<b>100%</b>
PERCENTAGE	<b>0.66%</b>	<b>7.12%</b>	<b>64.04%</b>	<b>0.50%</b>	<b>26.97%</b>	<b>0.71%</b>	<b>100%</b>	

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of Contract Modification for Landscape Management and Maintenance Services**

WHEREAS, landscape management and maintenance services are required to maintain DART facilities in a clean, healthy, and inviting condition; and

WHEREAS, on September 26, 2023 (Resolution No. 230120), the DART Board authorized award of a contract with BrightView Landscape Services, Inc., for landscape management and maintenance services, in an amount not to exceed \$18,627,235; and

WHEREAS, this modification adds landscape management and maintenance services for the Silver Line facilities; and

WHEREAS, the landscape management and maintenance services expand coverage from 84 to 95 DART facilities that serve customers and employees, including the repair of damages caused by vandalism and inclement weather; and

WHEREAS, the pricing is fair and reasonable; and

WHEREAS, funding for this contract modification is within current budget and 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 contract modification with BrightView Landscape Services, Inc., [Contract No. C-2075875-01] to:

- Section 1:       Include landscape management and maintenance services for the Silver Line facilities.
- Section 2:       Increase the not-to-exceed amount by \$867,081, with a contingency of \$8,570, for a new total authorized amount not to exceed \$19,502,886.

## **Approval of Contract Modification for Landscape Management and Maintenance Services**

Prepared by: /s/ Trenise Winters

Trenise Winters

Executive Vice President and

Chief Operations 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:** February 10, 2026

**SUBJECT:** Approval to Amend the Call for Public Hearing for Potential May 2026 Service Changes to Include the Town of Addison

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to amend the call for public hearing approved on January 27, 2026, to include the potential necessary service modifications related to Addison.

## FINANCIAL CONSIDERATIONS

- Funding for the service changes included in this Call for Public Hearing has been identified and is included in the FY 2026 operating budget.
- Sufficient funding for these changes is included in the Bus Operations, Rail Operations, and Mobility Management Services departmental FY 2026 operating expense budgets, as well as the total operating expense line item of the FY 2026 20-Year Financial Plan

## BUSINESS PURPOSE

- Approval of this item will assist DART in achieving Agency 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 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.
- On January 27, 2026 (Resolution No. 260018), the DART Board approved calling a Public Hearing for March 24, 2026, to receive public comments on potential service modifications necessary related to Plano, Irving, Farmers Branch, Highland Park, and University Park, should any cities decide to withdraw from DART in May 2026 elections.
- On January 27, 2026, the Addison City Council approved a resolution to host a withdrawal election from DART on May 2, 2026.
- This item amends the Call for Public Hearing for potential service changes approved on January 27, 2026, to include potential necessary service modifications (bus, rail, GoLink, and paratransit) related to Addison. More detail is provided in Exhibit 1.

- Based on state law, such an action would require discontinuation of service within the withdrawn cities. While the Board must normally approve service discontinuations, no subsequent Board action would be required in this instance.
- The impact would include 11 bus routes, 1 Silver Line Station, 2 existing GoLink zones, and paratransit. Services could be significantly impacted or discontinued.
- Americans with Disabilities Act (ADA) paratransit service would be discontinued in any city withdrawing from DART. This would include paratransit trips entirely within that city, trips to that city from a different city, and trips to a different city from that city.
- Because the potential changes are driven by legal requirements, DART staff is not currently preparing a Title VI Service Equity Analysis.
- The preliminary schedule for the public involvement process is:
  - January 2026 – Approval to call the Public Hearing
  - February 10, 2025 – Amendment to call the Public Hearing to include Addison
  - February 11, 2026 – March 21, 2026 – Pre-Public Hearing community meetings
  - March 24, 2026 – Public Hearing
  - May 2026 – Withdrawal election
  - (If needed) Day after canvass of vote by withdrawn city – Cessation of operations

## **LEGAL CONSIDERATIONS**

Section 452.115 of the Texas Transportation Code requires DART to hold a public hearing on service changes involving 25 percent or more of the number of transit route miles of a transit route; or 25 percent or more of the transit revenue miles of a transit route, computed daily, for the day of the week for which the change is made; or the establishment of a new route. This section defines "service change" as any addition or deletion resulting in the physical realignment of a transit route or a change in the type or frequency of service provided in a specific, regularly scheduled transit route.

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval to Amend the Call for Public Hearing for Potential May 2026 Service Changes to  
Include the Town of Addison**

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

WHEREAS, a Public Hearing is required for a major service modification or new service; and

WHEREAS, on January 27, 2026 (Resolution No. 260018), the DART Board approved calling a public hearing in March 2026 for potential service changes necessary related to Irving, Farmers Branch, Plano, Highland Park, and University Park, who voted to host elections to withdraw from DART on May 2, 2026; and

WHEREAS, on January 27, 2026, the Addison City Council approved a resolution to host a DART withdrawal election on May 2, 2026.

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 amend the Call for Public Hearing approved on January 27, 2026, to include Addison, to receive public comments on proposed service modifications, as shown in Exhibit 1 to the Resolution.

**Approval to Amend the Call for Public Hearing for Potential May 2026 Service Changes to  
Include the Town of Addison**

Approved as to form: /s/ Gene Gamez

Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee  
President & Chief Executive Officer

## Recommendations in Response to Potential 2026 Withdrawal Elections

### Background

Recommendations presented in this exhibit are the result of potential withdrawal elections being pursued by several DART member cities. If voters in a city decide to withdraw from DART, rail, bus, GoLink, and Paratransit services would immediately end in that city. State law requires that DART cease operations in such municipality the day after the vote is canvassed following a successful withdrawal election.

Potential changes are listed below. ~~Bus Route 227 has UPDATE different variations depending upon the outcome of votes in various cities.~~

For reference, changes since the original call for a Public Hearing have been highlighted in red.

## RAIL SERVICE

Rail service would be impacted as follows.

Green Line LRT would no longer serve Farmers Branch Station, though trains would continue to operate on the current alignment.

Orange Line LRT Stations at the following locations would be closed, with trains continuing to pass through without stopping:

- Belt Line
- Dallas College North Lake Campus
- Hidden Ridge
- Irving Convention Center
- Las Colinas Urban Center
- University of Dallas

Red Line (and Orange during peak hours) LRT Stations would be closed:

- Parker Road
- Downtown Plano
- 12th Street

Silver Line Stations would be closed:

- 12th Street
- Shiloh Road
- Addison

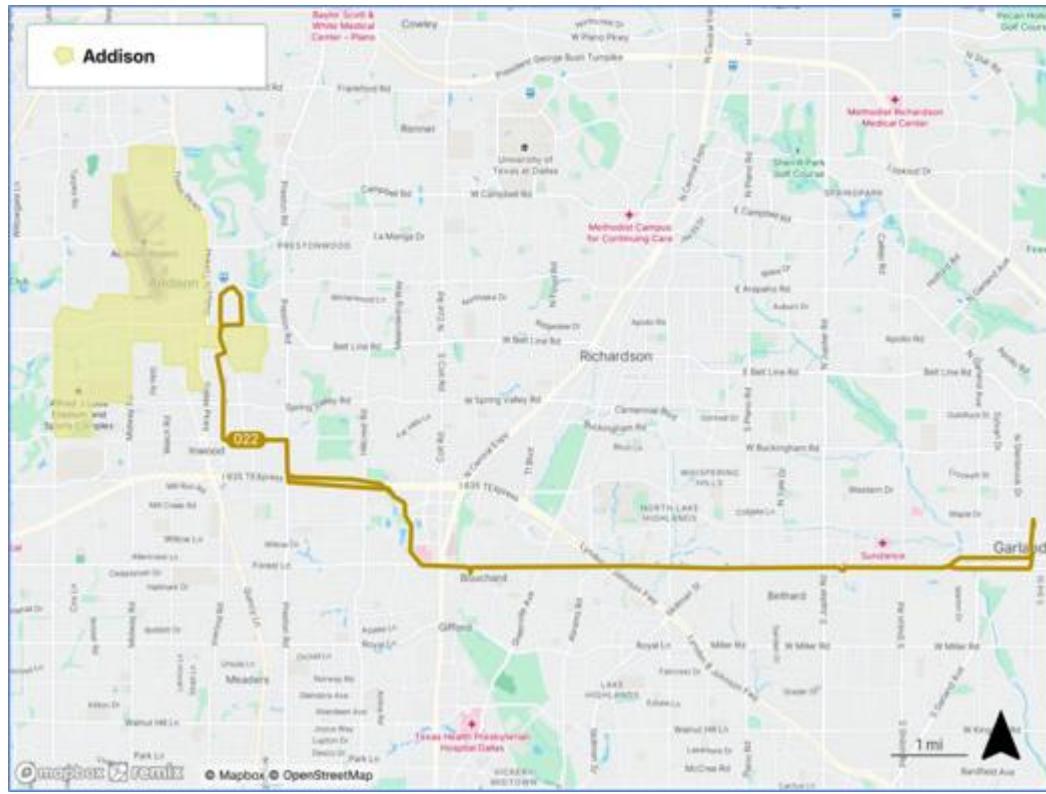
TRE Stations at the following locations would be closed, with trains continuing to pass through without stopping:

- West Irving
- Downtown Irving / Heritage Crossing

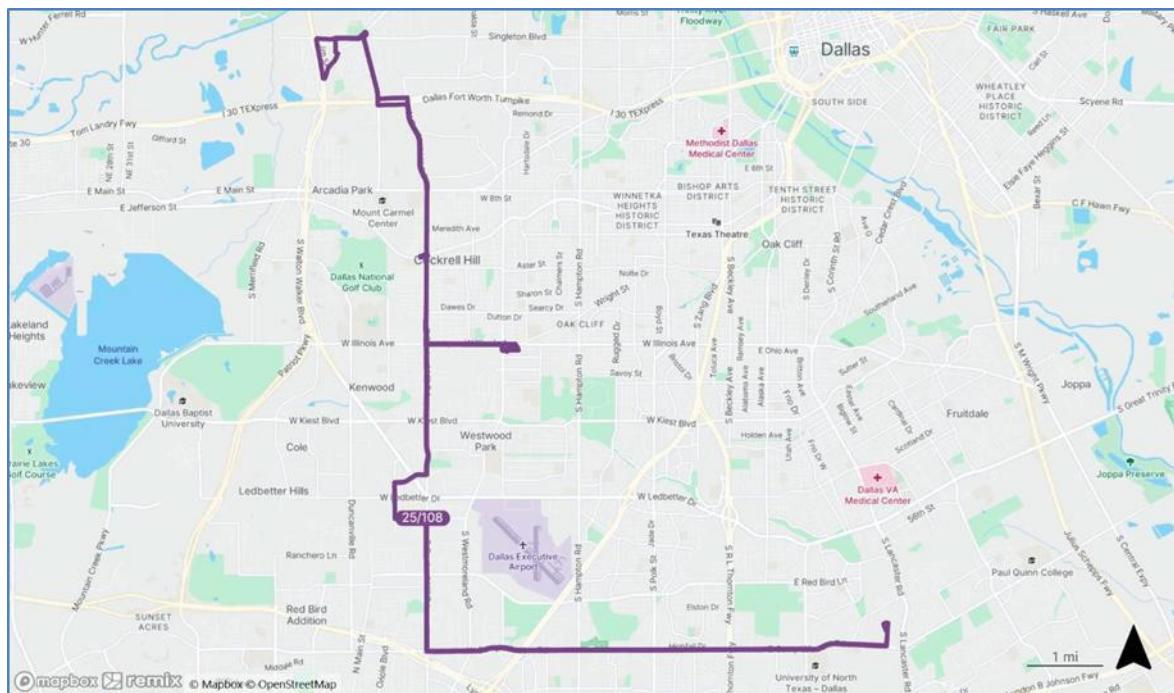
## BUS SERVICE

The following bus services would be modified.

**Route 022 would be slightly modified at the Addison city limits if Addison were to withdraw, such that it would terminate east of Dallas North Tollway and pass through Addison without stopping on Montfort – as depicted below.**

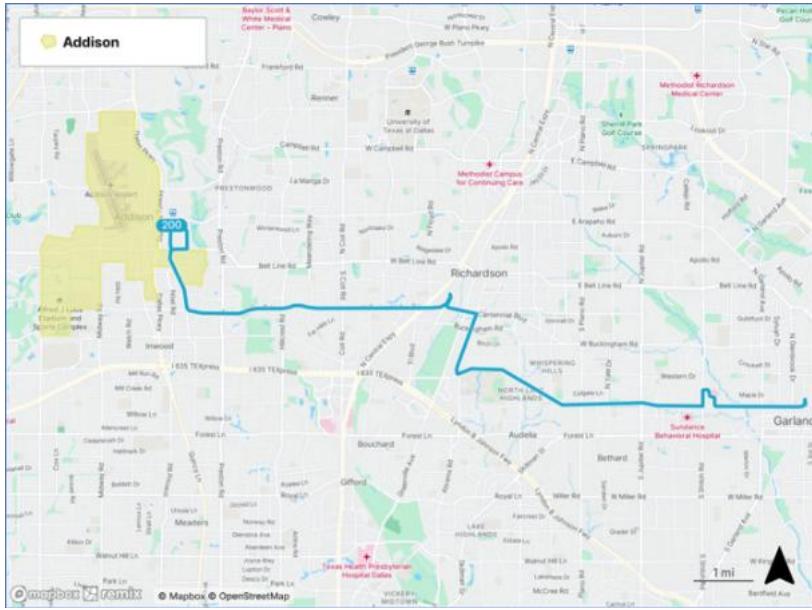


Route 025 would be modified to serve from Westmoreland to Bernal / Singleton via Walton Walker. It would also be combined with Route 108 Camp Wisdom to increase effectiveness of service and coverage.

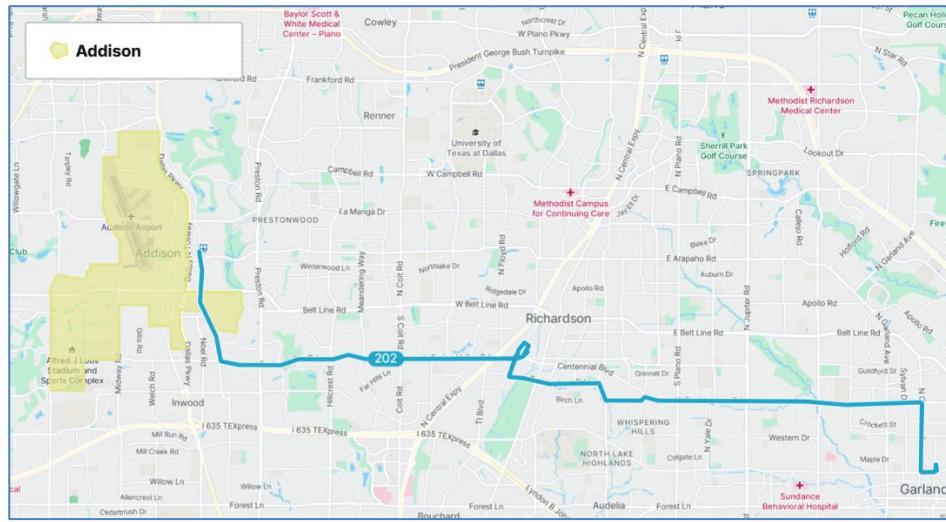


If Farmers Branch alone were to withdraw, Routes 200 and 202 would continue to operate as it does today, though with the Farmers Branch stops discontinued. Some stops along Midway at the Addison / Farmers Branch boundary would need further investigation, permission and a written agreement from the City of Farmers Branch to continue operation. Those along Spring Valley would be discontinued and the bus would close its doors to customers throughout this segment.

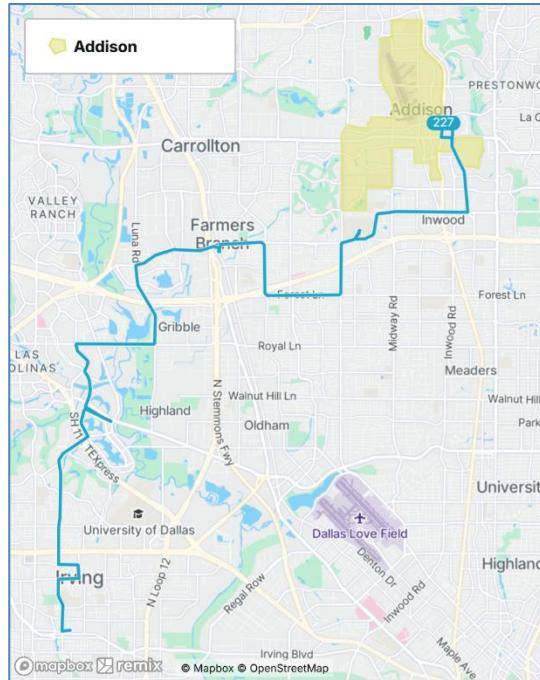
If Addison were to withdraw as well or alone, Route 200 would stop short of Dallas North Tollway and serve instead Montfort to Arapaho to Prestonwood Blvd, as depicted in the map below.



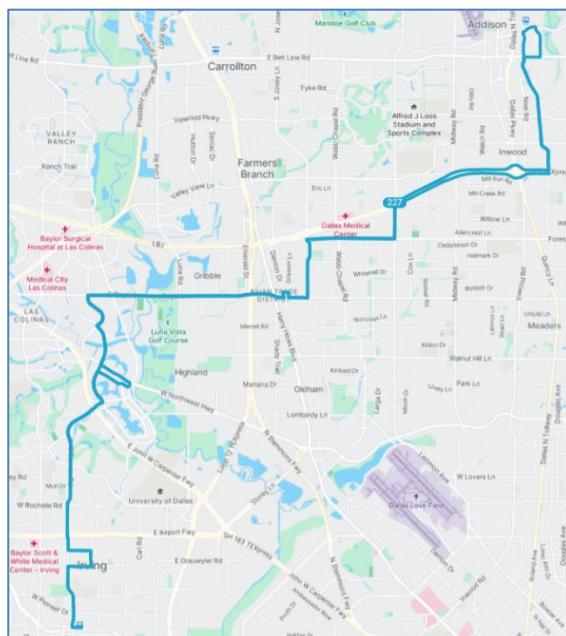
If Addison were to withdraw, Route 202 would end east of Dallas North Tollway and connect to destinations nearby the Arapaho @ Montfort intersection, as shown below.



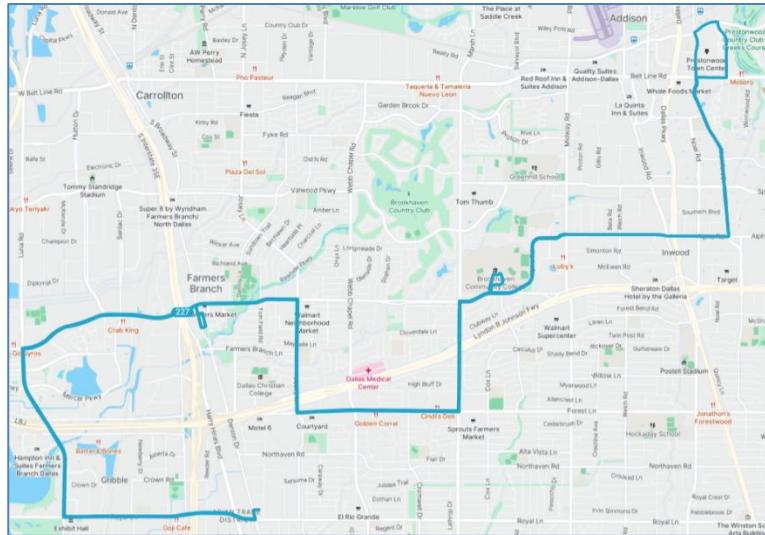
Route 227 has several variations and alignments would depend upon how withdrawal elections turn out. Should only Addison withdraw, service would re-route to Montfort and Dallas North Tollway frontage roads, as depicted in the map below.



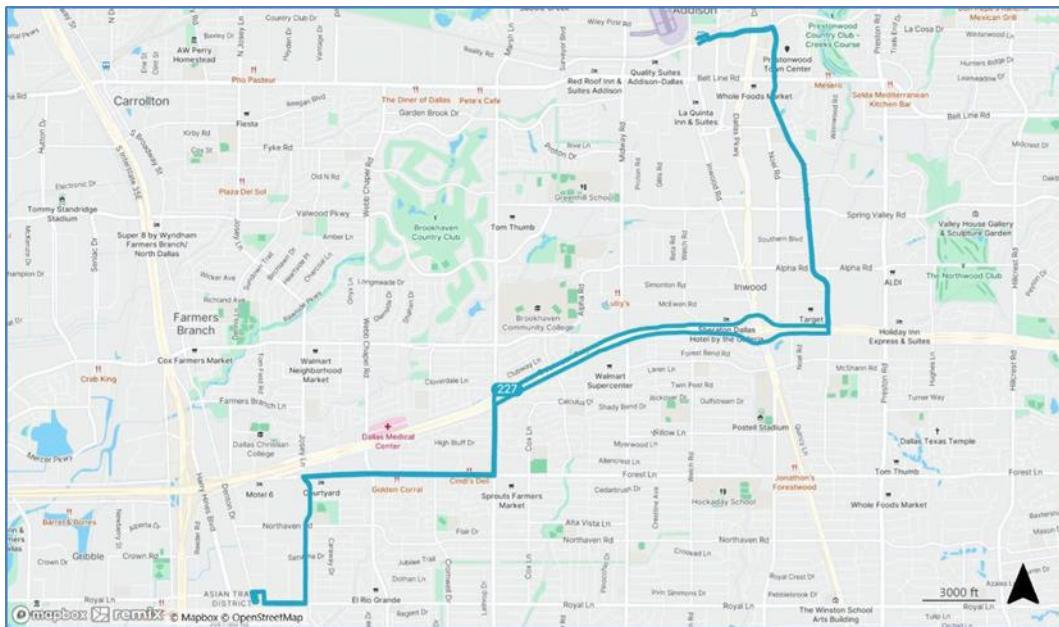
Alternatively, should Addison and Farmers Branch both withdraw, the changes for the Addison-only version described above would be combined with changes to the Farmers Branch versions (which mostly serve Forest Lane and IH 635 frontage roads) as shown below.



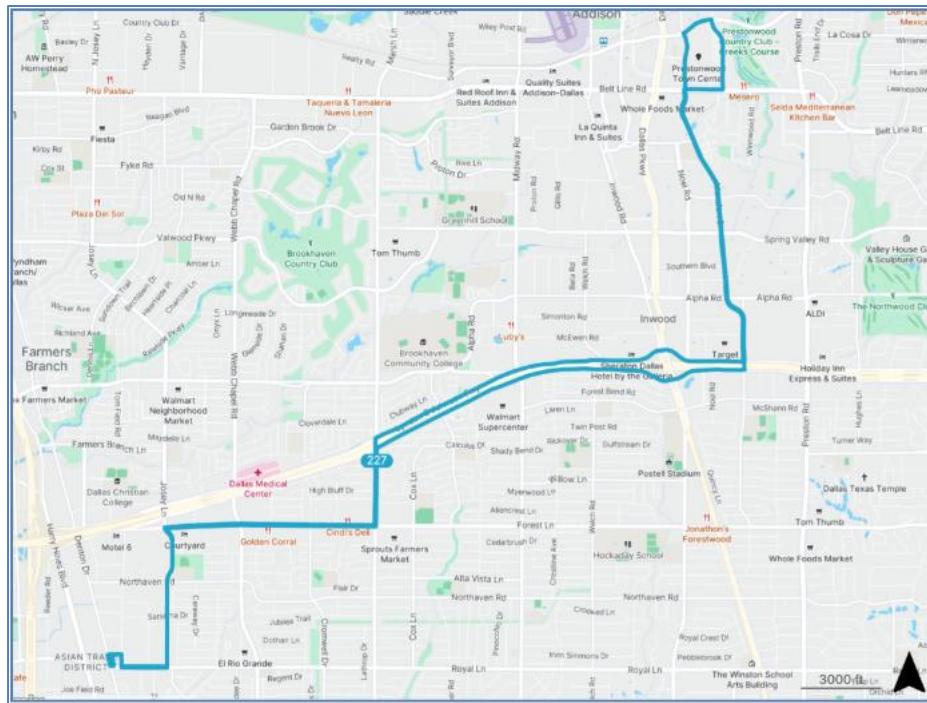
Should both Irving and Addison withdraw, but not Farmers Branch, Route 227 would service Montfort on the east, Valwood Parkway on the west, and Valley View in between, as depicted below.



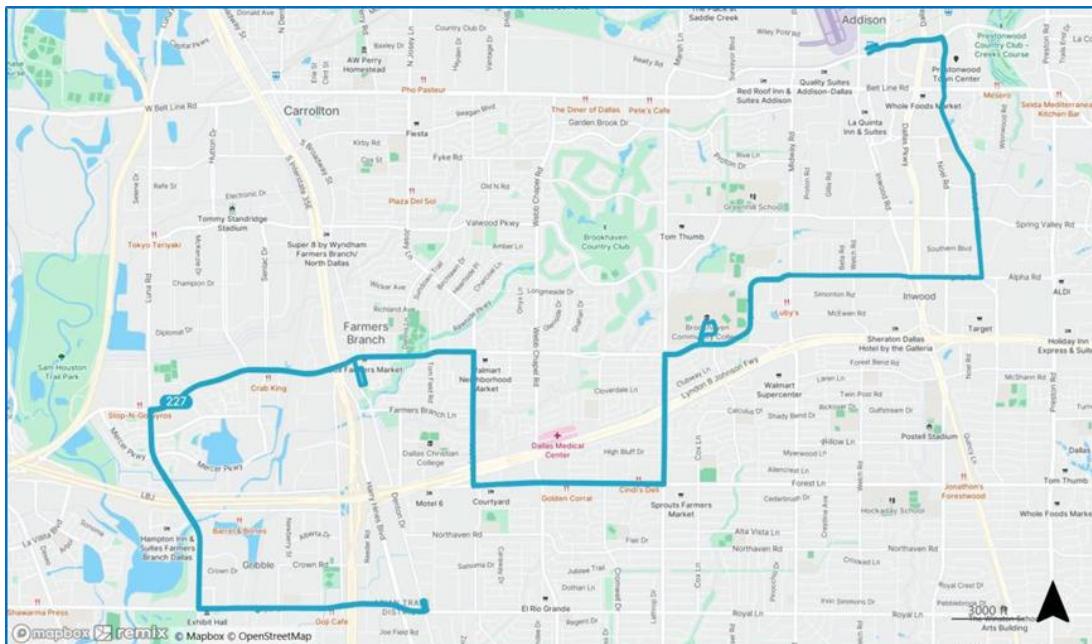
Should both Irving and Farmers Branch withdraw, Route 227 would be modified to serve Royal Lane Station to Addison Transit Center via Forest / 635 frontage and Montfort.



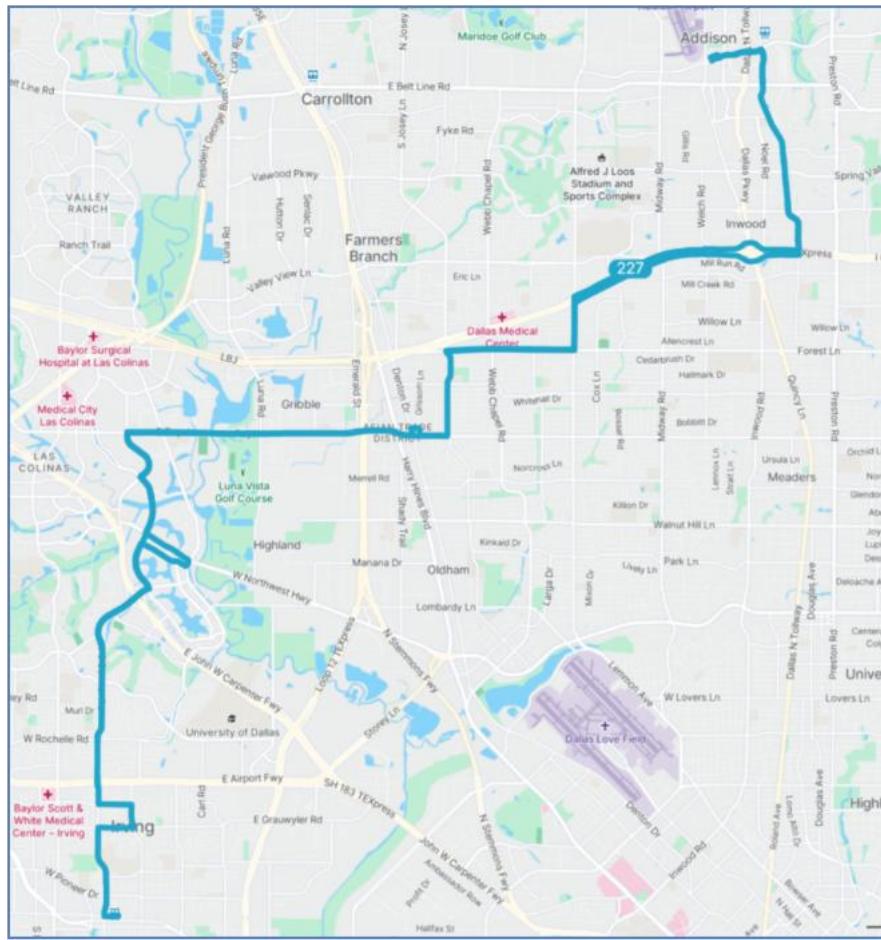
Should Addison join Farmers Branch and Irving in withdrawal, Route 227 would turn east on Arapaho to serve Prestonwood Town Center along Montfort and Prestonwood Blvd, as depicted below.



Should Irving withdraw alone, Route 227 would be modified to serve Royal Lane Station and Addison Station via Royal Lane, Luna, Valley View, Forest Lane, Alpha, and Montfort.

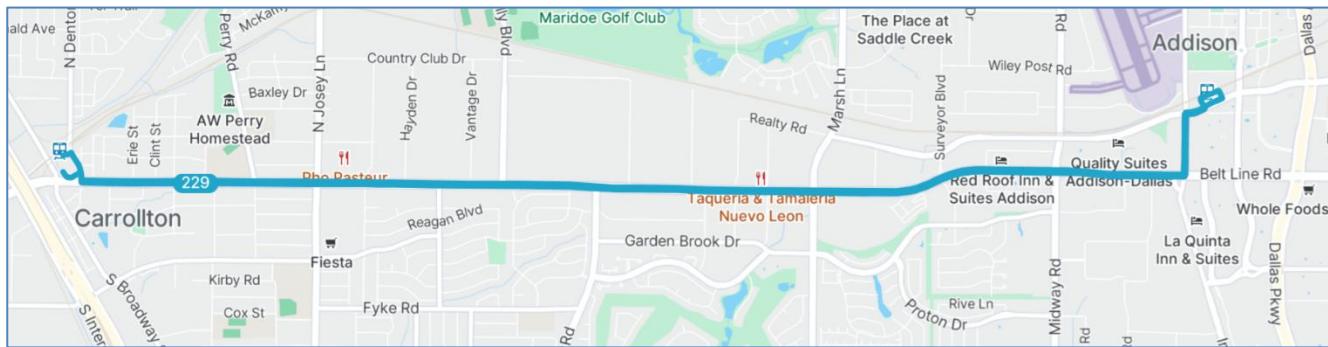


Should Farmers Branch withdraw alone, Route 227 would be modified to serve between Royal Lane Station and Addison Station via Dennis / Northaven, Forest Lane, IH 635 frontage roads, and Montfort.

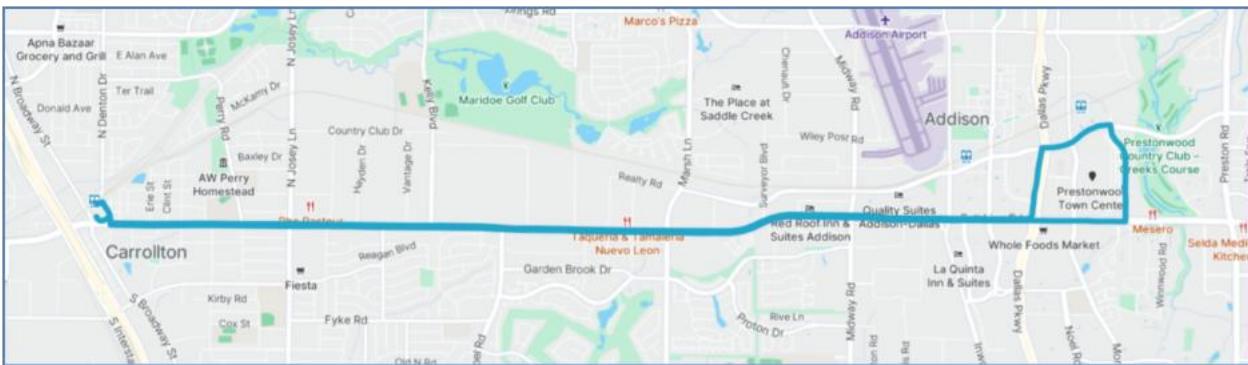


Route 229 serves mainly Addison, Dallas, and Irving – while also serving three bus stops on the eastbound side of Belt Line. If Farmers Branch were to withdraw from DART, the only resulting change to 229 service would be the discontinuation of those bus stops.

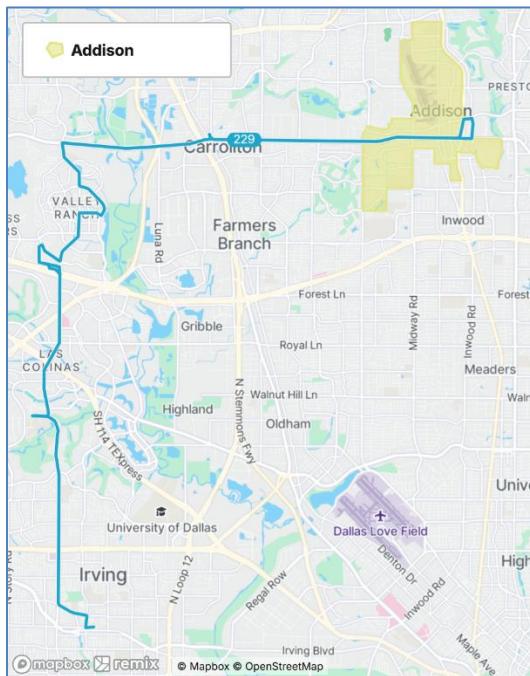
However, if Irving were to withdraw alone, Route 229 would be modified to operate between Downtown Carrollton Station and Addison Center Station via Belt Line. This would reduce the current route service miles by more than half.



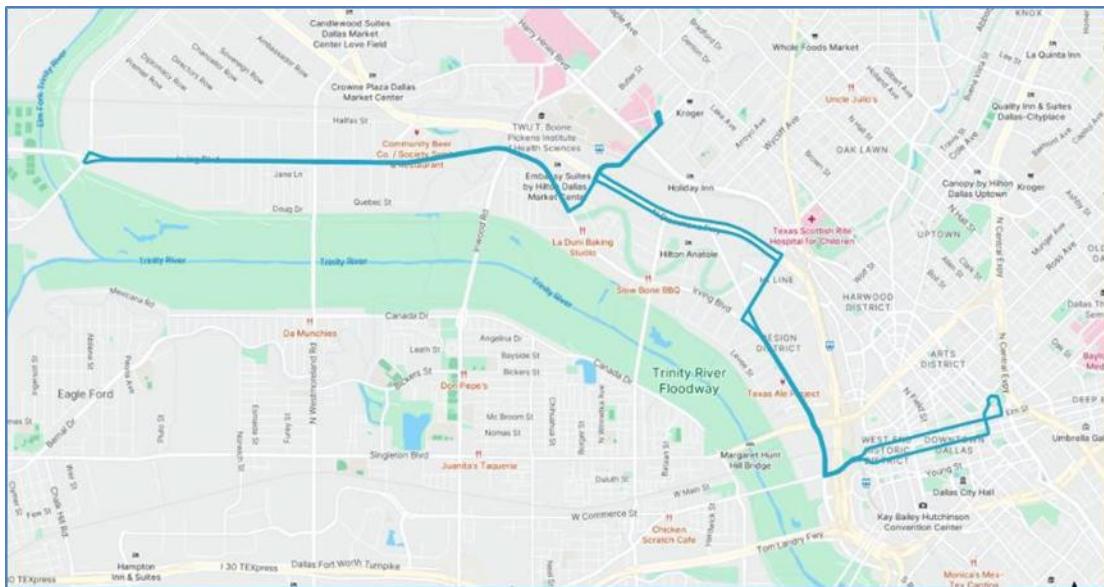
If Irving and Addison were to withdraw, Route 229 would be modified to operate between Downtown Carrollton Station and Prestonwood Town Center via Belt Line, as depicted below, removing Irving service and bypassing Addison by closing the doors of the bus down Belt Line.



If Addison alone were to withdraw, Route 229 would continue to connect customers to Irving and north Dallas but use Montfort near the Arapaho intersection east of the Dallas North Tollway instead – as depicted below.

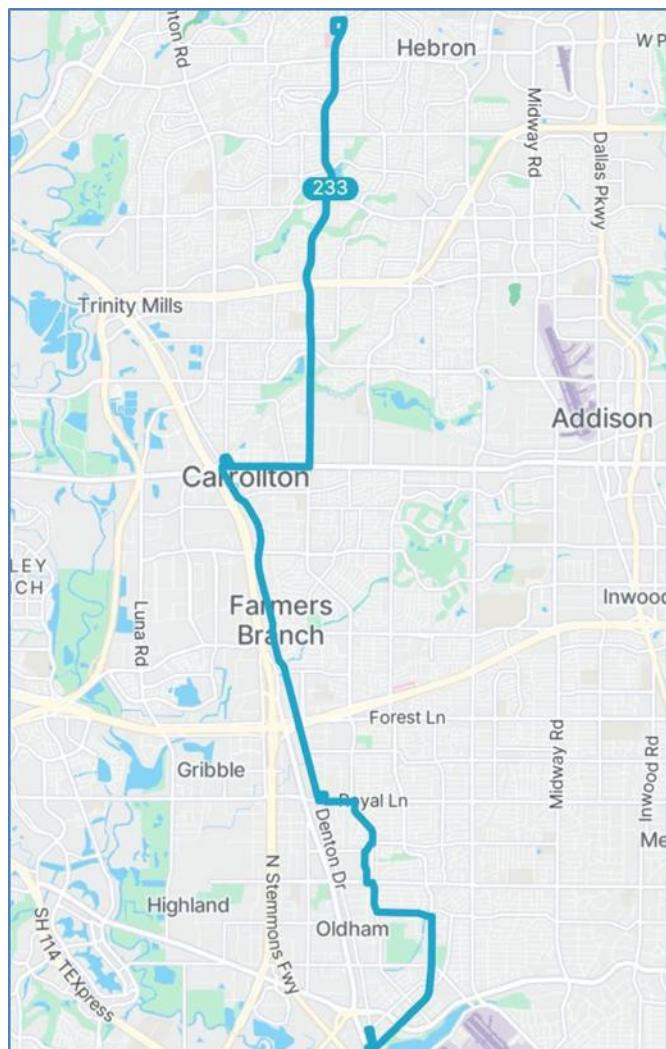


Route 230 would be modified and shortened to serve between Downtown Dallas and the Irving city limits (at Regal Row and Irving Blvd).



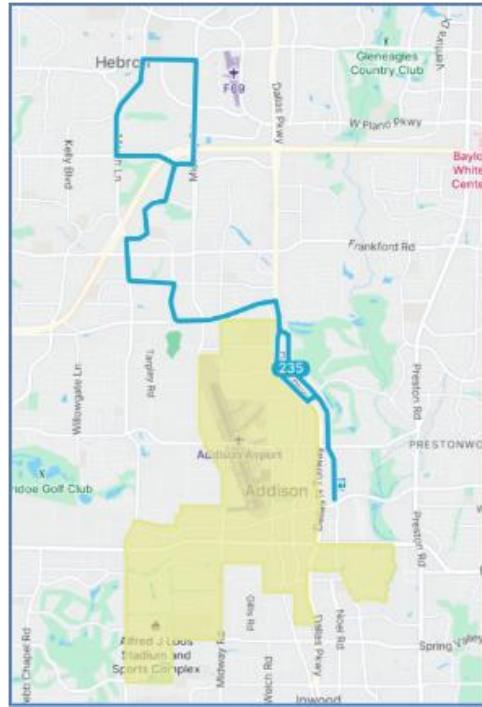
Route 231 would be discontinued in the event Irving withdraws.

Route 233 would close its doors to service within Farmers Branch city limits and alter its alignment between Royal Lane and Valley View to reflect the discontinuation of Farmers Branch Station.

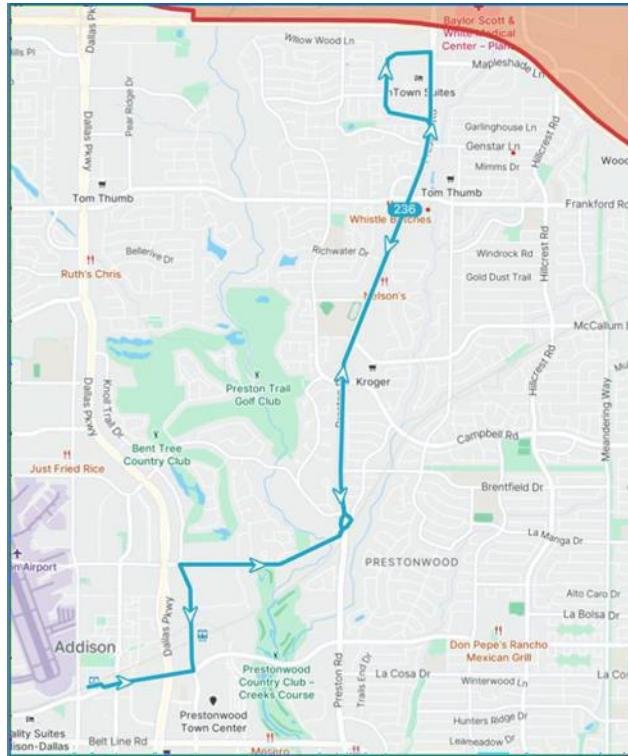


Route 234 serving Plano would be discontinued.

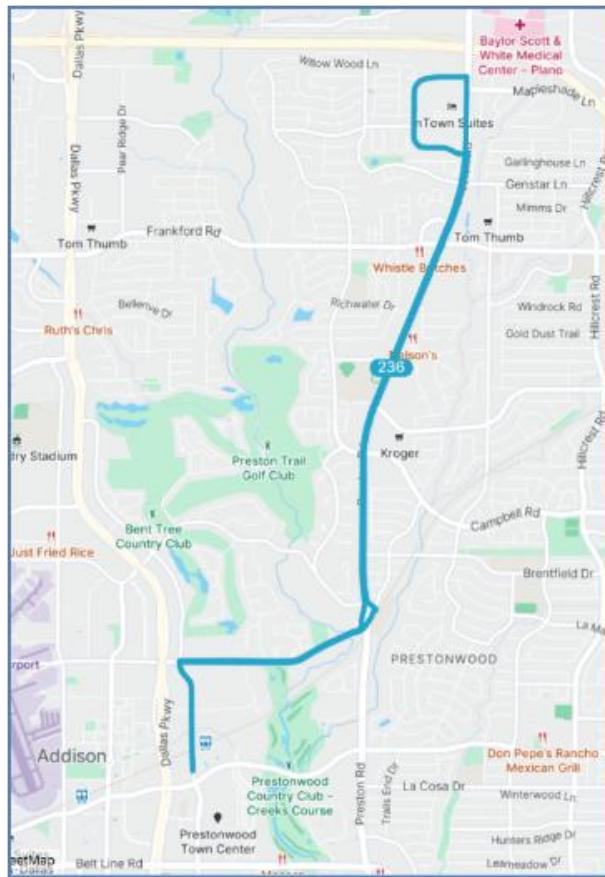
If Addison were to withdraw, Route 235 would realign to serve east of Dallas North Tollway to avoid the town of Addison, meeting other realigned routes along Knoll Trail to serve Knoll Trail Station.



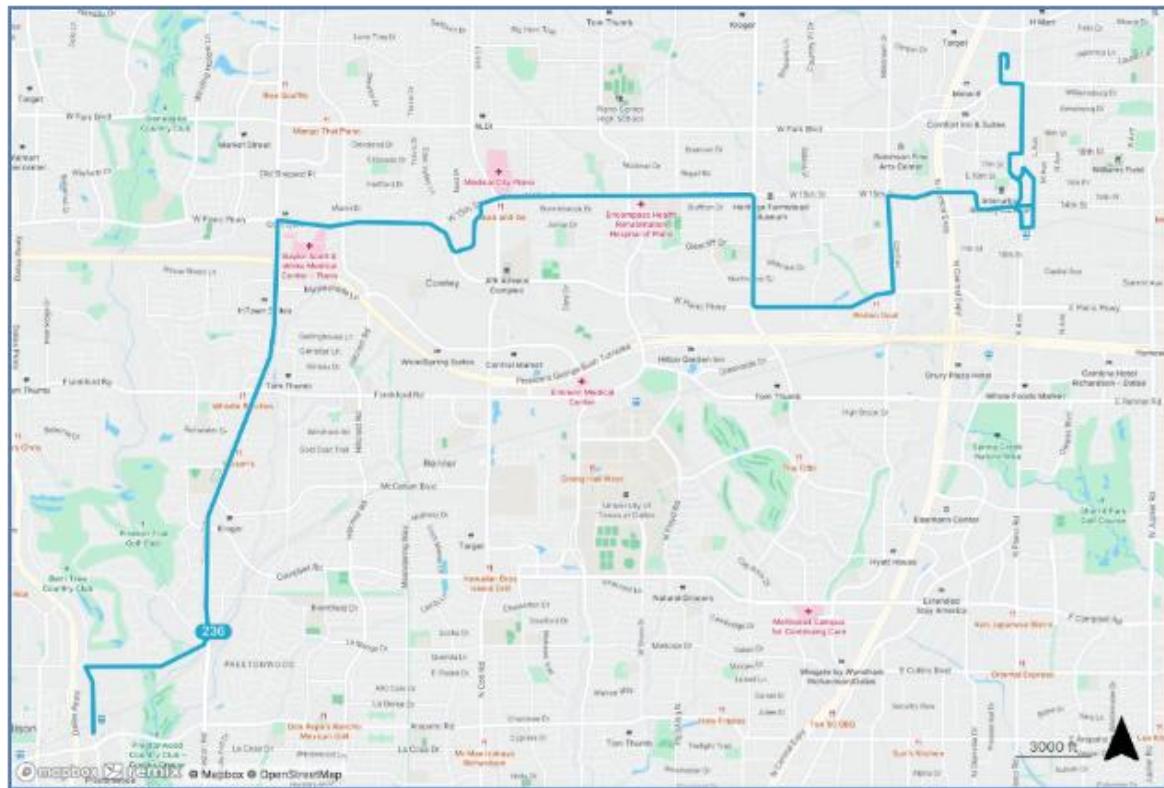
If Plano were to withdraw, Route 236 would be reduced by more than half its revenue miles by turning back at Preston and Mapleshade south of President George Brush Turnpike and Plano city limits.



If Plano and Addison were to withdraw, Route 236 would serve Knoll Trail Station via Monfort on the south as well as turning back at Preston and Mapleshade at the north at Plano city limits, as depicted below.

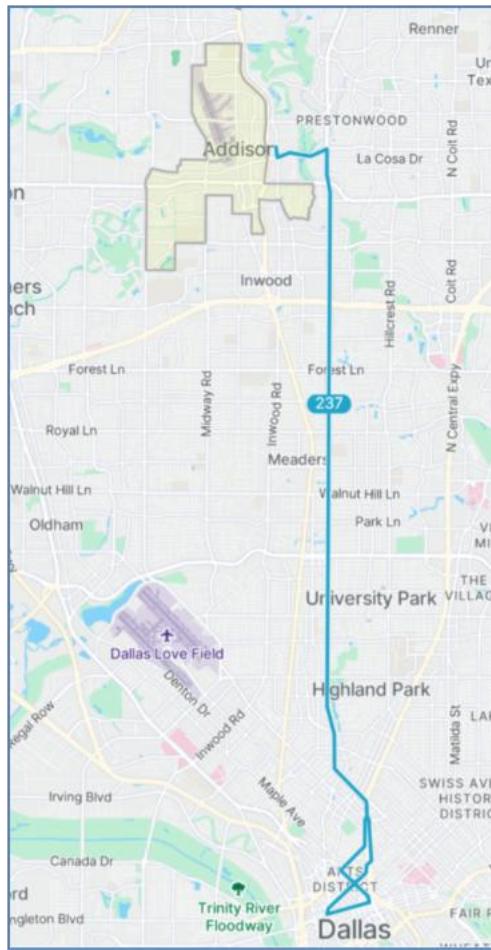


If Addison alone were to withdraw, Route 236 would adjust slightly at the southern terminus to come short of Addison and the Dallas North Tollway to serve Knoll Trail Station and Montfort, as depicted below.

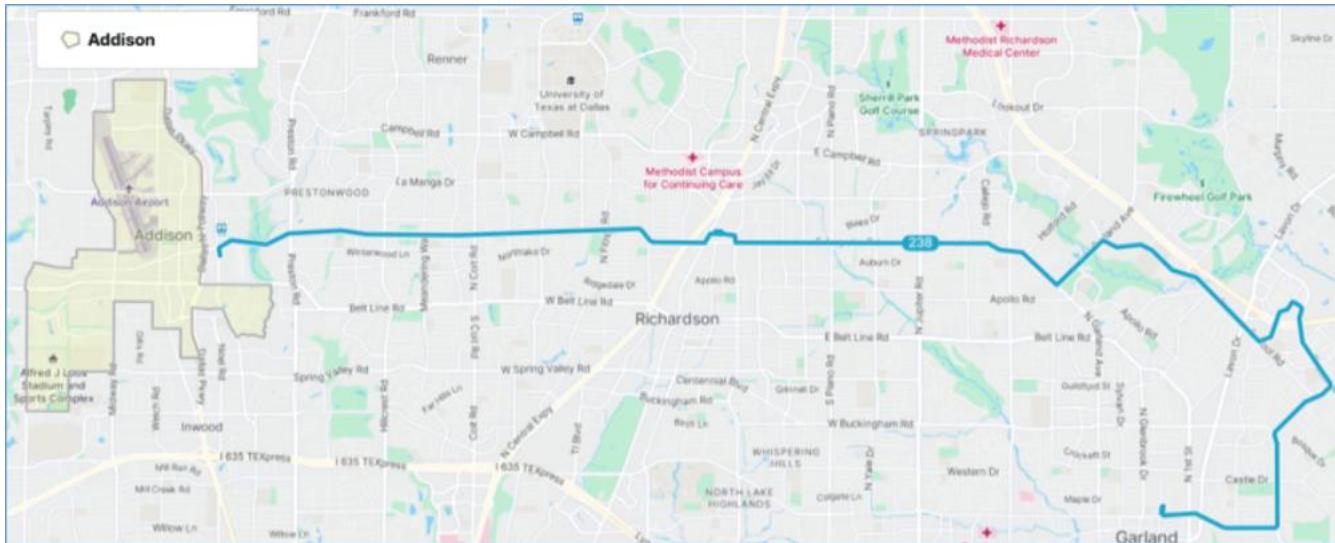


Should either or both Park Cities withdraw and not Addison, Route 237 bus stops within Highland Park and/or University Park would be discontinued, with buses continuing to operate on Preston non-stop.

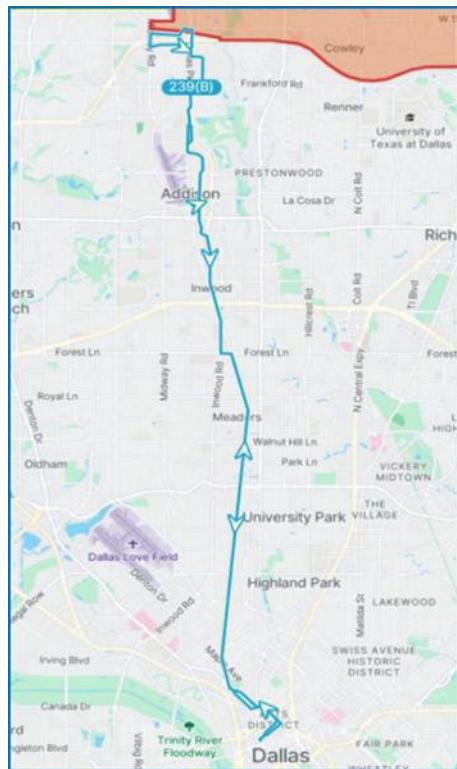
If Addison were to withdraw as well (or instead), Route 237 would be modified to stop short of Dallas North Tollway and Addison town limits to serve Knoll Trail and DART's Knoll Trail Station, as depicted below.



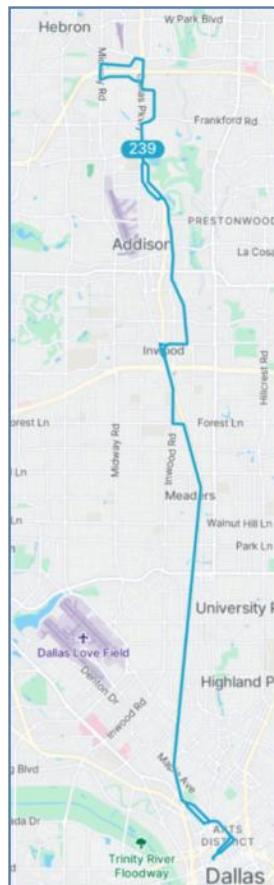
If Addison were to withdraw, Route 238 would stop short of the Dallas North Tollway and Addison town limits to serve Montfort at Arapaho.



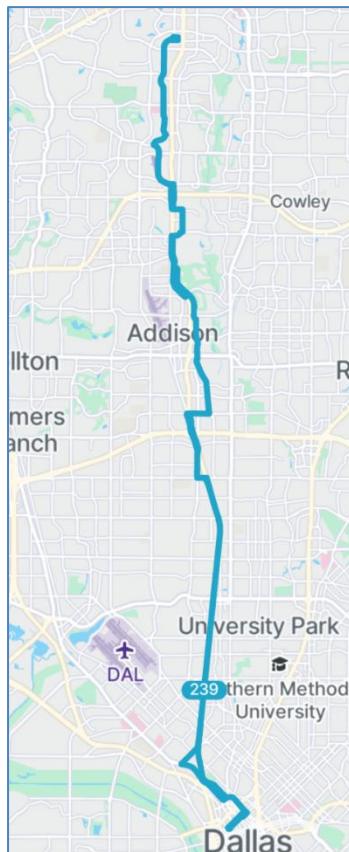
If Plano were to withdraw alone, Route 239 would turn around at Horizon just north of President George Bush Turnpike at Dallas North Tollway, thereby avoid the Plano city limits while serving transit demand in the area. Additionally, currently active stops along Dallas North Tollway by the intersection with Alpha would need to be investigated using official surveys of city limits to determine whether they could continue service or not.



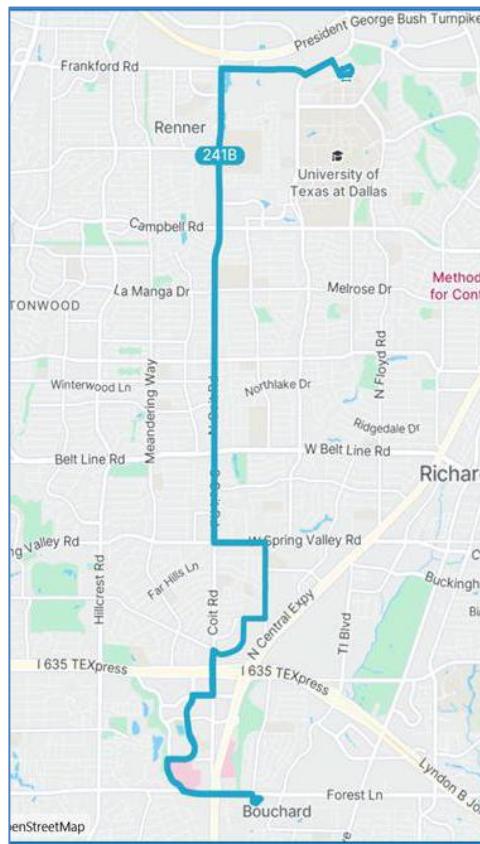
If both Plano and Addison were to both withdraw, Route 239 would also divert around Addison to east of the Dallas North Tollway to serve Knoll Trail / Montfort, adding service to Knoll Trail Station.



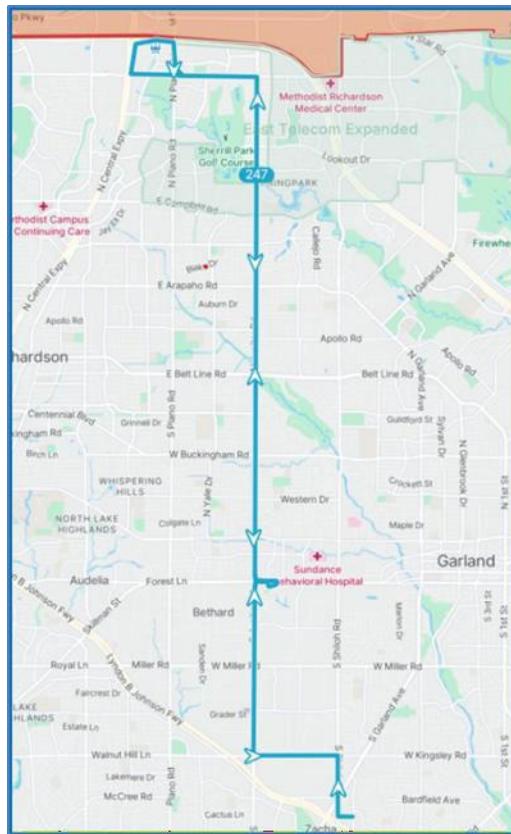
If Addison were to withdraw alone, Route 239 would serve Knoll Trail east of Dallas North Tollway, connecting to Knoll Trail Station.



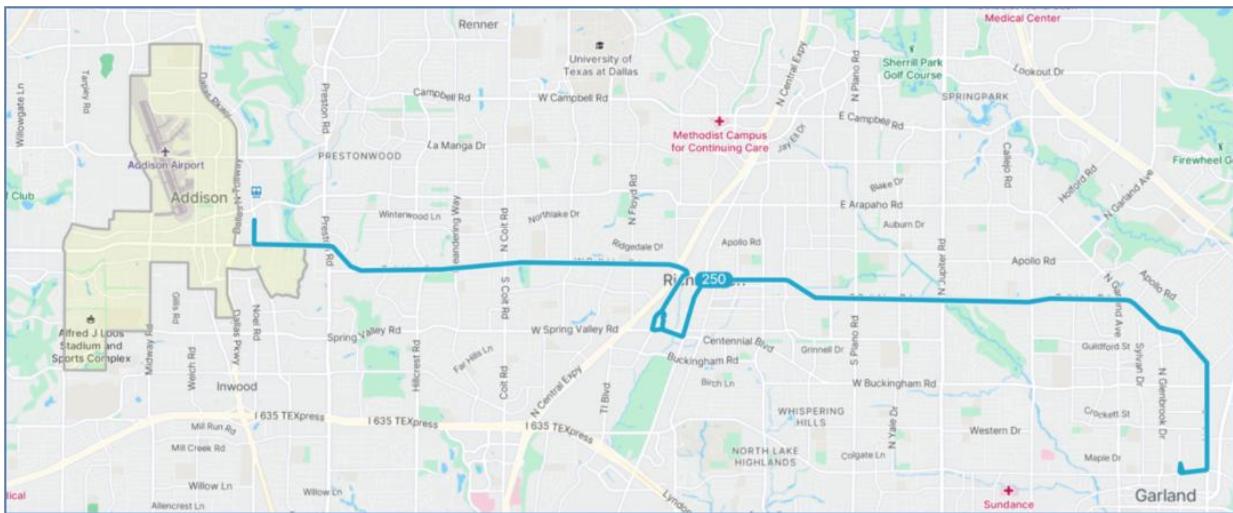
If Plano were to withdraw, Route 241 would start service to UTD Station and turn back to its regular route on Coit from it via Frankford.



If Plano were to withdraw, Route 247 would add service to CityLine / Bush Station via Frankford rather than continue north to downtown Plano.

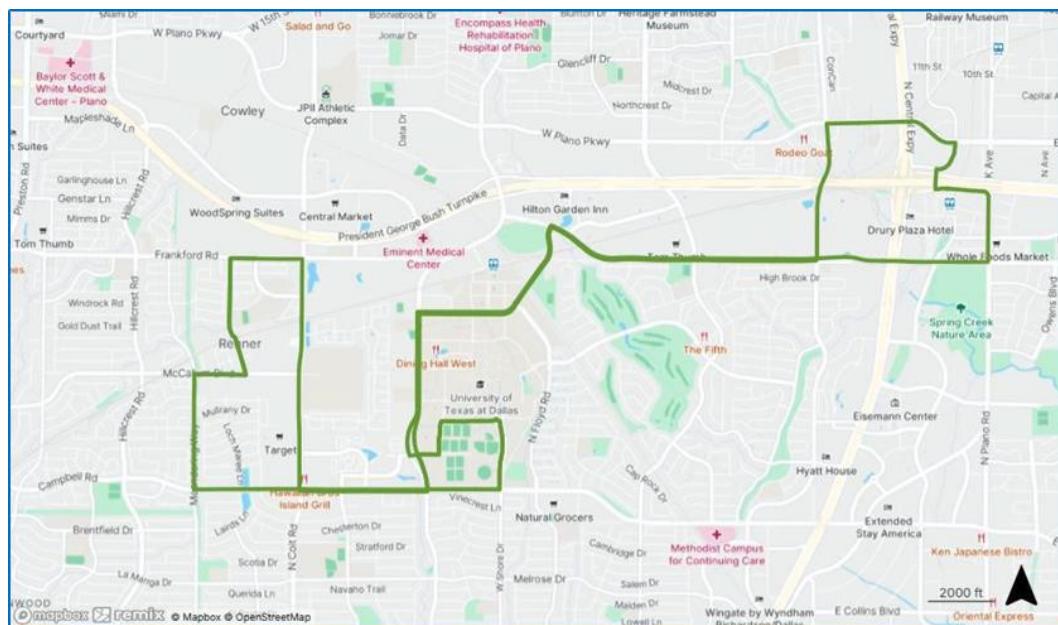


If Addison were to withdraw, Route 250 would stop east of the Dallas North Tollway and Addison town limits to serve Montfort at Arapaho.



If Plano were to withdraw, Route 308 connecting Northwest Plano Park and Ride to Downtown Dallas via Dallas North Tollway would be discontinued.

If Plano were to withdraw, Route 883 service in Plano would no longer operate, removing service from current bus stops on Plano Parkway. It would also discontinue Friday / Saturday service to the WalMmart in Plano north of PGBT.



## GOLINK SERVICE

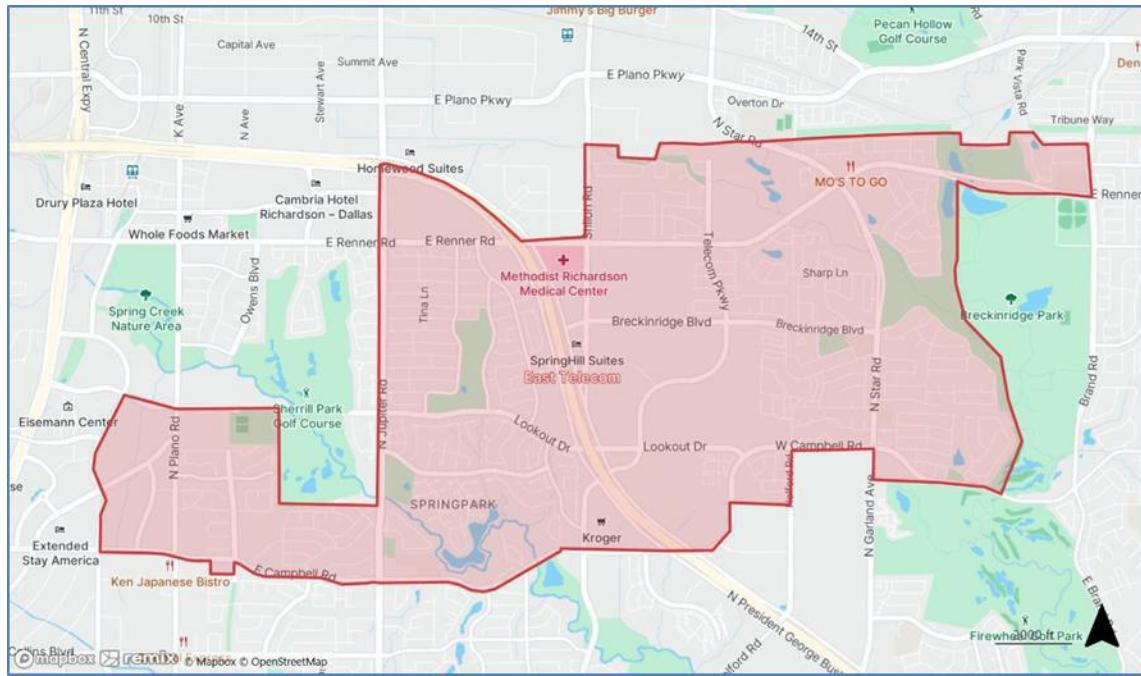
GoLink services would be modified as follows.

Cypress Waters GoLink would be reduced in size by about 80% to about 2.5 square miles – thereby avoiding the city of Irving and focusing its service to the Cypress Waters Silver Line Station and developed area immediate to North Lake.



East Plano GoLink would be discontinued.

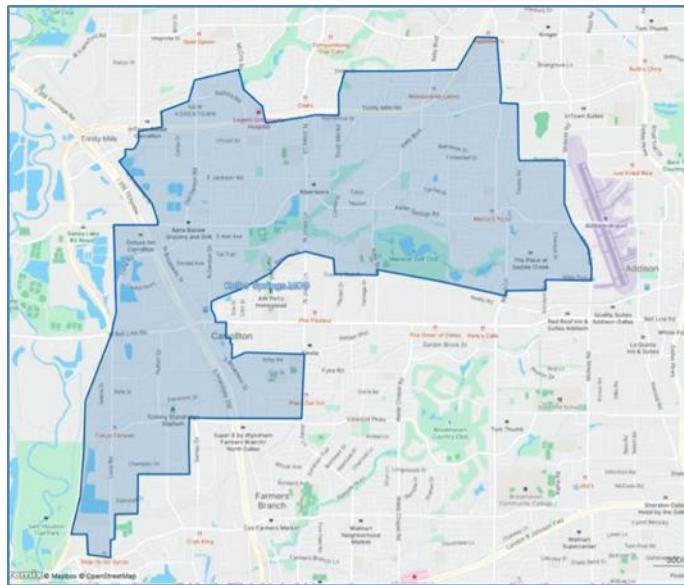
East Telecom GoLink would be modified to reduce in size by about 1 square mile and refocus service on northeast Richardson.



Far North Plano GoLink would be discontinued.

Farmers Branch GoLink would be discontinued.

Keller Springs GoLink would increase size by about a half square mile to absorb coverage in Valwood Industrial Park lost from the discontinuation of Farmers Branch GoLink.

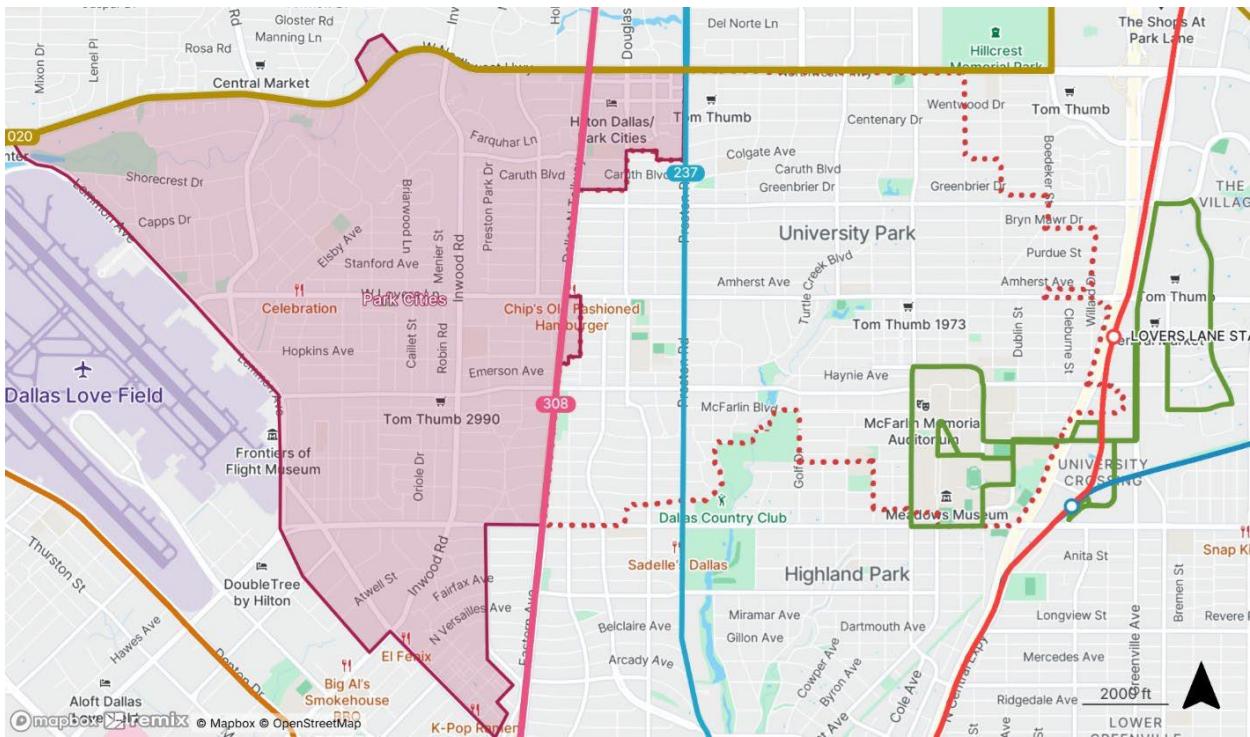


Legacy GoLink would be discontinued.

North Central Irving GoLink would be discontinued.

North Central Plano GoLink would be discontinued.

Park Cities GoLink zone would be modified to exclude Highland Park and/or University Park.



Passport Park / Bear Creek GoLink would be discontinued.

Plano Zone-to-Zone GoLink would be discontinued.

South Central Plano GoLink would be discontinued.

South Irving GoLink would be discontinued.

**PARATRANSIT SERVICE**

All ADA Paratransit service would be discontinued for any city withdrawing from DART. This would include Paratransit trips entirely within that city, trips to that city from a different city, and trips to a different city from that city.



# Agenda Report

**DATE:** February 10, 2026

**SUBJECT:** Briefing on Fiscal Year 2026 First Quarter Police Operations Update

## RECOMMENDATION

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

## BUSINESS PURPOSE

- The purpose of this item is to brief the Committee on Police operations for the first quarter of Fiscal Year 2026. The briefing will include updates on security measures, department statistics, and hiring and recruiting statistics.
- This update helps to 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

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

**DATE:** February 10, 2026

**SUBJECT:** Approval of an Interlocal Agreement between Dallas Area Rapid Transit and VIA Metropolitan Transit for GoPass® Application Licensing

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute an interlocal agreement (ILA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with VIA Metropolitan Transit (VIA) for licensing of the GoPass® mobile app for a base term of one year.

## FINANCIAL CONSIDERATIONS

- This ILA will generate revenue for DART in partnership with Kuba Denmark ApS (Kuba). DART has a contractual relationship with Kuba, and Kuba develops, maintains, and hosts the system and provides support services as defined in the Service Level Agreement (SLA).
- As detailed in the ILA, VIA's payments for GoPass licensing total approximately \$249,500 for one year. Per DART's agreement with Kuba, DART and Kuba receive \$97,500 and \$152,000, respectively.

## BUSINESS PURPOSE

- GoPass is a nationally recognized mobile ticketing and scheduling application in use by 14 transit agencies across the U.S. Enhancements have been made that enable GoPass to function as a multi-regional platform without detriment to product quality for DART riders.
- The purpose of this agreement is to sub-license the GoPass platform to VIA in San Antonio on a white-label basis for a one-year term.
- The ILA also includes optional features and on-demand work that VIA may activate at any time within the term. DART will prorate any additional costs for those options to align with an annual billing schedule.
- Ongoing licensing and maintenance fees from VIA will support GoPass' successful continued operation by covering expenses incurred by DART, including hosting, maintenance, and SLA licensing costs.
- Approval of this item supports 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.

## **LEGAL CONSIDERATIONS**

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

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, authorize DART to contract or agree with another local government to perform functions in which the contracting parties are mutually interested.

**DRAFT**  
**RESOLUTION**  
**of the**  
**DALLAS AREA RAPID TRANSIT BOARD**  
**(Executive Committee)**

**Approval of an Interlocal Agreement between Dallas Area Rapid Transit and VIA  
Metropolitan Transit for GoPass® Application Licensing**

WHEREAS, Dallas Area Rapid Transit (DART) has a contractual relationship with Kuba Denmark ApS (Kuba), which develops, maintains, and hosts the system and provides support services as defined in the Service Level Agreement; and

WHEREAS, DART and VIA Metropolitan Transit have entered discussions for VIA Metropolitan Transit to sublicense the GoPass application on a white-label basis; and

WHEREAS, DART is authorized to enter this agreement through the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code; and

WHEREAS approval of this ILA for GoPass mobile app licensing will generate revenue for DART, including a one-time setup fee, annual fees for hosting and maintenance, a service level agreement, recurring credit card fees, and gateway interchange fees.

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 an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with VIA Metropolitan Transit for licensing of the GoPass mobile app for a base term of one year.

**Approval of an Interlocal Agreement between Dallas Area Rapid Transit and VIA Metropolitan  
Transit for GoPass® Application Licensing**

Prepared by: /s/ Jamie Adelman

Jamie Adelman  
Executive Vice President and  
Chief Financial 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

## INTERLOCAL AGREEMENT FOR GOPASS SUBSCRIPTION AND LICENSE

This agreement ("Agreement") is between VIA Metropolitan Transit (VIA), a regional transit authority created and operating under Chapter 451, Texas Transportation Code, located at (123 N. Medina St. San Antonio, TX 78207) and Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Avenue, Dallas TX 75202 (each herein referred to as a "Party" and collectively referred to as the "Parties"). The Agreement governs VIA's Use (defined below) of a certain mobile ticketing application, generally referred to as "GoPass®", limited as set forth herein.

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

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

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

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

### 1. DEFINITIONS.

- a. "Acceptance", as used herein, means the act of an authorized representative of VIA who approves specific services, as partial or complete performance of this Agreement.
- b. "App" or "Application" means the customer facing aspects of the System.
- c. "Back Office" means the portion of the System which administers and supports the Application.
- d. "Confidential Information" means all information relating to the System, including the results of any testing performed under this Agreement. Confidential Information is made up of proprietary and trade secret information.
- e. "Correction," as used herein, means the elimination of a defect.
- f. "Documentation" means the System technical manuals, training materials, specifications or other documentation applicable to the System software provided to VIA by DART.
- g. "Licensor" means Kuba ApS. Kuba ApS may also be referred to as "Kuba" throughout this Agreement.
- h. "System" means the mobile ticketing application, the software, and the Back Office related to GoPass and any Upgrades made available hereunder to VIA by DART.

- i. "Upgrades" means all updates, upgrades, bug fixes, error corrections, enhancements and any other modifications to the System and backup copies of the related software.
- j. "Use" or "Using" means to download, install, activate, access, or otherwise use the System.

2. **ACCEPTANCE OF TERMS.** By signing this Agreement, the Parties agree to be bound by the terms of the Agreement. The undersigned signatories on behalf of VIA and DART represent he or she has signing authority to bind their respective entities. If the undersigned VIA signatory does not have such authority, VIA may not Use the System provided by DART in any way, it may not be installed or downloaded, and it must be returned to DART in accordance with the notice provision here within three (3) days of the date VIA received the software.

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

- a. Subject to payment of the License Fees (defined below) set forth in Exhibit A, attached hereto and incorporated herein for all purposes, as well as compliance with this Agreement, DART grants and hereby warrants and confirms it has the full legal authority to grant VIA a limited, non-exclusive, non-sublicensable, and non-transferable license to Use the System as set forth herein and solely for VIA's internal operations, in accordance with the Documentation, and within VIA's existing service area. Except as otherwise stated herein or other documents pertaining to this Agreement, VIA is solely responsible for the consequences of VIA's Use including, without limitation, obtaining any, and all permits, licenses and other regulatory or other approvals required for the Use. Except as otherwise stated herein or other documents pertaining to this Agreement, VIA hereby accepts all responsibility for such Use at VIA's sole risk. The System software provided to VIA hereunder may contain open-source software, subject to separate license terms made available with the software or Documentation.
- b. VIA's license is valid solely for the Term or period of time specified below in Section 14 hereof. VIA's right to Use the System software begins on the date the software is made available to VIA for download or installation and continues until the end of the Term set forth below, unless otherwise terminated earlier under this Agreement or otherwise.
- c. VIA is solely responsible for: (a) selecting the appropriate software and equipment for use in VIA's operations; (b) properly installing and configuring any System software provided under this Agreement; (c) testing the Application to verify that, when used separately or as part of VIA's operations, the Application and the System software provided operate as intended and according to the Documentation; and (d) ensuring that the System and software provided meets VIA's requirements. VIA assumes all risks arising from its evaluation of the System, related software and Documentation.
- d. The license granted hereunder is conditioned upon VIA's payment to DART when due of the then-current one-time and recurring fees (individually, a "Fee" and collectively "Fees") as well as any other applicable fees (all Fees dues hereunder, collectively "License Fees") for the license granted herein, as set forth in Exhibit A.
- e. Upon termination of the SLA for the software provided, and in the absence of an

alternate written agreement for maintenance services for the software, this Agreement will automatically terminate, DART and its Licensor shall have no further obligation to deliver maintenance services, and VIA shall have no further right to Use the System in any way. DART shall provide VIA notice within 30 days prior to termination of the SLA. VIA acknowledges that its Use of any System software not permitted hereunder violates the terms of this Agreement and is deemed to infringe the rights of DART, Licensor, and any third parties with rights in and to the System.

- f. DART and/or Licensor retain interests in all intellectual property rights in and to the System, including copies, improvements, enhancements, derivative works and modifications of the related software. VIA's right to use such software is limited to those expressly granted by this Agreement. No other rights with respect to the System or any related intellectual property rights (including logos or marks) are granted or implied. VIA hereby covenants that it will not challenge DART's or Kuba's rights to or ownership of the System (including derivatives and improvements), any DART, Kuba, or GoPass entity trade name, trademark, trade device, logo, symbol or code and the goodwill associated therewith, and related intellectual property rights, or directly or indirectly, assert any rights with respect to any of the foregoing inconsistent with DART's or Kuba's interests thereto or do or suffer to be done any other act or thing that might in any way impair the rights of DART or Kuba in and to any of the foregoing.
4. **INVOICES**. Invoices for License Fees shall be issued as provided in Exhibit A and payment is to be due thirty (30) days after the invoice date. All payments to DART shall be in U.S. dollars and in immediately available funds. Any failure to pay such invoices within ten (10) days of when due (subject to any legitimately disputed amount which may be temporarily withheld by VIA for no more than thirty (30) days shall entitle DART to terminate the license granted hereunder and all rights to the System software provided and any other rights addressed or granted herein.
5. **LIMITATIONS AND RESTRICTIONS**. VIA shall not and will not authorize a third party to:
  - a. transfer, sublicense, or assign VIA's rights under this license to any other person or entity, unless expressly authorized by DART and Kuba in advance in writing;
  - b. modify, adapt or create derivative works of the System software or Documentation;
  - c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the System;
  - d. make the functionality of the System or System software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by DART and Kuba in advance in writing;
  - e. use System software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by DART and Kuba in advance in writing;
  - f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the System; or

- g. take or permit any act that would in any way impair the rights of DART and Kuba in the System.

## 6. **DART RESPONSIBILITIES.**

- a. **Communication.** DART shall identify a project representative to coordinate all communication with VIA regarding this Agreement. VIA shall not communicate with DART's licensors with regard to this Agreement or with regard to changes or additional features of the System, unless expressly agreed to in advance by DART. Notwithstanding the foregoing, reference is made to Exhibit C, attached hereto and incorporated herein for all purposes, which is executed by Kuba and which sets out services to be provided to VIA by Kuba.
- b. **Tickets.** DART shall incorporate or cause to be incorporated, VIA ticket types, pricing, logo and service marks into the App and make the VIA tickets available for sale to the public in the App. DART reserves the right to exclude any ticket type and shall provide notice of such exclusion to VIA.
- c. **Refunds.** As part of resolving customer complaints, DART may make refunds to VIA customers. Refunds shall only be made by DART for tickets that have not been activated and where the refund amount is \$15.00 or less. This amount may be changed by written agreement of the Parties and without the need to amend this Agreement. Any other refunds to VIA customers shall require the approval of VIA. Refunds by DART shall be processed electronically with VIA funds accessed through the Back Office.
- d. **Back Office.** DART shall provide or cause to be provided to VIA a portal to a portion of the Back Office to access VIA data. VIA data shall be available in the Back Office for at least eighteen (18) months from the date of the transaction.
- e. **App Stores.** DART shall be responsible for posting the App to the appropriate App stores and for keeping the App current, as DART determines to be necessary but at all times done consistent with VIA's needs and the purpose for entering this Agreement, at no charge to VIA.
- f. DART will provide commercially reasonable efforts to: (a) cause the System to be delivered to VIA without disruption to functionality, and (b) to cooperatively resolve any issues either or both Parties may have with Kuba or each other.

## 7. **VIA RESPONSIBILITIES.**

- a. **Communication.** VIA shall identify a project representative to coordinate all communication with DART regarding this Agreement.
- b. **Back Office.** To the extent currently available, and as may be further available during the Term of this Agreement, VIA shall be responsible for modifying VIA's user interfaces that are available for sale in the App using tools available in the Back Office. It shall be VIA's responsibility to ensure that the data entered is accurate, either by direct data entry when available to VIA, or by consistent and diligent review when direct data entry is not available to VIA. DART assumes no responsibility for the accuracy of VIA's data.

c. **Tickets.** Until VIA has obtained direct access for data entry, VIA shall provide information about the user interfaces (ticket type and price) that it desires to be made available through the App. VIA shall notify DART in writing of changes in such information.

8. **WARRANTY.**

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

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

9. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** In no event will DART and Licensor be liable for the following, regardless of the theory of liability, or whether arising out of the Use or inability to Use the System, System software, contract, warranty, tort (including negligence), product liability or: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. DART and Licensor also disclaims any and all responsibility for costs that may be incurred by VIA resulting from downtime of the Payment Service Provider's services. Liability, if any, of DART, Licensor, its affiliates, officers, directors, employees, agents, suppliers, and licensors collectively, to VIA, whether based in warranty, contract, tort (including any level of negligence), or any other theory, if available at all, shall not exceed the License Fees paid by VIA to DART in the twelve (12) months preceding the claim. This limitation of liability is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law. DART in no way intends to nor shall be deemed to herein or by performing hereunder to have waived any governmental immunity, defenses or limitations on liability available to DART under Texas or any other applicable law. VIA HEREBY ACKNOWLEDGES AND AGREES THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EXHIBITS AND THE PRICES

AND OTHER CHARGES CONTEMPLATED HEREIN, ARE BASED UPON THE LIMITED WARRANTY, LIMITATIONS OF LIABILITY, DISCLAIMERS AND INDEMNIFICATION PROVISIONS SET FORTH HEREIN, AND THAT DART WOULD NOT HAVE ENTERED INTO THIS AGREEMENT OR GRANTED VIA THE RIGHTS SET FORTH HEREIN IN THE ABSENCE OF ANY OF THESE PROTECTIONS AND PROVISIONS.

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

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

- a. already holds a valid license for the original version of the relevant System software, is in compliance with such license, and has paid DART the applicable License Fee for the Upgrade;
- b. limits VIA's Use of Upgrades or copies to Use on devices VIA owns or leases; and
- c. unless otherwise provided in the Documentation, makes and uses additional copies solely for backup purposes, and which backup is limited to archiving for restoration purposes.

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

12. **SERVICE LEVEL AGREEMENT.** Terms for the Service Level Agreement ("SLA") are included in Exhibit C. DART and Kuba have certain responsibilities for performing troubleshooting activities and support for VIA as detailed in Exhibit C. Except as otherwise stated herein, Kuba is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Kuba is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Notwithstanding the foregoing, certain service incidents shall also be reported to DART as set out in Exhibit C.

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

14. **TERM AND TERMINATION.** This Agreement shall commence on the date it is last executed by a Party and shall remain effective for one (1) year, unless earlier terminated as set forth herein. Either Party may terminate this Agreement at any time by providing six (6) months advance written notice to the other Party. This Agreement will terminate at DART's discretion and upon written notice from DART if VIA breaches its terms, or if VIA fails to pay any portion of the License Fees as required herein and VIA fails to cure

that breach or non-payment within sixty (60) days of written notice of breach or non-payment. Upon termination of this Agreement and/or the license grant, VIA shall cease Use of the System and shall destroy all copies of System software in VIA's possession or control.

15. **TRANSFERABILITY**. This Agreement may not be assigned without the prior written consent of the other Party, which may be withheld for any reason. Notwithstanding the foregoing, either Party may transfer this Agreement, upon reasonable, and no less than thirty days, advance written notice to the other Party, to a wholly owned-subsidiary of the transferring Party; and DART may transfer this Agreement to a party approved by the DART Board of Directors.

VIA may not transfer or assign these license rights to another person or entity without DART's advance written approval.

Any attempted transfer or assignment in violation of this Section shall be void and of no effect.

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

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

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

19. **OTHER REMEDIES.** Nothing contained herein shall limit any remedies that either Party may have for default under this Agreement, nor relieve either Party of any of its obligations incurred prior to or after termination of this Agreement.
20. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement, will be governed, interpreted and construed in accordance with the laws of the State of Texas. Venue for any action brought in connection with this Agreement wherein DART is the defending party shall be governed, interpreted and construed in accordance with the laws of the State of Texas and venue shall be exclusively in the State or Federal Courts located in Dallas County, Texas. Any action brought in connection with this Agreement wherein VIA Metropolitan Transit is the defending party shall be governed, interpreted and construed in accordance with the laws of the State of Texas and venue shall be exclusively in the State or Federal Courts located in Bexar, County, Texas.
21. **INTEGRATION AND SEVERABILITY.** If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, this Agreement constitutes the entire agreement between the Parties with respect to the license of the System to VIA and any other related matter and supersedes any conflicting or additional terms contained in any other agreement, any request for proposal or other proposal, purchase order or elsewhere, all of which terms are excluded.
22. **REPRESENTATION BY COUNSEL.** Each Party to this Agreement acknowledges that such Party has: (a) read this Agreement in its entirety; (b) had full opportunity to review this Agreement; and (c) been (or had the opportunity to be) represented by competent counsel in connection with this Agreement, the negotiation of the terms and conditions set forth in this Agreement and the transactions contemplated by this Agreement. Accordingly, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. Any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived by VIA.
23. **REGISTERED TRADEMARKS.** VIA acknowledges that "DART", the DART logo and "GoPass" are trademarks or registered trademarks of DART and/or its affiliates in the U.S. and other countries. Third party trademarks mentioned are the property of their respective owners and no rights relative thereto are granted, unless specifically set forth herein. DART acknowledges it may not use VIA's name, logos or likeness unless expressly allowed by VIA.
24. **INDEPENDENT PARTIES.** The relationship described in this Agreement is contractual in nature between independent parties and is not to be construed to create a partnership, joint venture, joint enterprise or VIA relationship.
25. **NO THIRD PARTIES.** Nothing in this Agreement shall be construed to create any rights in a third party nor do the Parties intend to create any third-party beneficiaries.
26. **NOTICES.** Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the

Party's address as set out below:

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

VIA: VIA Metropolitan Transit  
123 N. Medina St.  
San Antonio, TX 78207  
Attention: President & CEO

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

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

**DALLAS AREA RAPID TRANSIT**

By: \_\_\_\_\_

Nadine S. Lee  
President & Chief Executive  
Officer

Date: \_\_\_\_\_

**VIA METROPOLITAN TRANSIT**

By: \_\_\_\_\_

Jon Gary Herrera  
President & CEO

Date: \_\_\_\_\_

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

Exhibit A      Pricing & Feature Scope

Exhibit B      Token Sharing Agreement

Exhibit C      Service Level Agreement

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## **DART and VIA ILA Agreement**

### **Exhibit A: Pricing & Feature Scope**

#### **GoPass Application Services - Delivery**

**Overview:** Setup, implementation, licensing, hosting, support and maintenance of VIA instance within the GoPass application and all key features of the native GoPass application. One-time fees are to be incurred upon a payment milestone schedule in accordance with expected delivery dates for features. Operational fees and charges are to be paid on a recurring basis to commence on the date of signing of ILA between DART and VIA.

#### **Setup and Implementation Fees**

##### **GoPass White-Label Application**

##### **-Setup and Implementation Fee**

**Activation: \$96,000**

#### **Contractor Transactional Fees**

##### **Revenue Share Fee:**

**2% of App Revenue**

Revenue Share is calculated and charged upon ticket purchases made in App and back office derived ticket purchases and issuances of passes.

#### **Operational Fees and Charges**

##### **Hosting Fees**

**Annual: \$90,000**

Includes platform license, maintenance, hosting, support, and SLA fees. These rates are subject to an indefinite annual rate escalation of 3% per annum from date of this summary commencing from base rate in 2025.

##### **Credit Card Interchange Fees and Gateway Fees:**

**3% Surcharge**

Credit card interchange fees and gateway fees will be incurred IF VIA allows DART to process transactions on behalf of VIA. If VIA elects to contract with Bank of America directly, these fees will be directly incurred by VIA.

## Standard Features Included

- Trip Planning – Live Journeys, Routes, Stops
- Buy Passes – Area & Ticket type Fare Structure
- GoPass Wallet
- Rider Service Alerts & Pop-up Messaging
- Affiliate Partner Program - Standard
- Events & Points of Interest – Standard
- Cash-to-Mobile
- GoPass Back Office

These features are included as Standard within VIA GoPass instance as described in the pricing summary sheet.

## Optional Features & On-Demand Work

### Requested Features

All optional features listed below were requested and acknowledged by VIA in the pricing summary sheet, and may be optionally activated at a time of VIA's choosing. We will pro-rate the first year's 'Annual' fees to align the ongoing billing sequence to the annual billing of mandatory licensing fees.

### Micro-transit Integration

Activation Fee & Setup of Zones  
Maintenance Cost for Service Integration

**Activation: \$15,000**  
**Annual: \$4,000**

The fee for activation and setup of zones assumes configuration of a standard on-demand solution with Spare, Via Transportation, or RideCo, utilizing the functionalities already available in the platform and without the need for any extra development. The price includes up to 50 hours of configuration work.

### Alerts See Say Something SDK Integration

**Activation: \$5,000**  
**Annual: \$1,000**

### Trip Planner Website Tool Only

**Activation: \$13,000**  
**Annual: \$3,000**

### Genfare Barcode Integration

**Activation: \$19,500**  
**Annual: \$3,000**

**Premium SLA Enhanced Support**

Activation: \$0  
Annual: \$0

Options Subtotal: \$63,500  
Setup & Hosting Subtotal: \$186,000  
Revenue Share: 2%  
Total: **\$249,500**

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## Available Features

All optional features listed below are available to VIA and may be optionally activated at a time of VIA's choosing. We will pro-rate the first year's 'Annual' fees to align the ongoing billing sequence to the annual billing of mandatory licensing fees.

### Microtransit – Distance-Based Pricing

One-time, Shared Development Fee

**Development: \$20,000**

### Paratransit Integration

One-time, Shared Development Fee  
Activation Fee & Setup of Zones  
Maintenance Cost for Service Integration

**Development: \$20,000**  
**Activation: \$18,000**  
**Annual: \$15,000**

Currently available with RideCo. & Spare. Via is under consideration by existing partner agencies.

### Affiliate Partner Program – Self-Enrollment

One-time, Shared Development Fee

**Development: \$15,000**  
**Activation: \$12,400**  
**Annual: \$10,850**

### Events w/ 3rd Party Ticket Sales

One-time, Shared Development Fee

**Development: \$15,000**  
**Activation: \$0**  
**Annual: \$16,875**

### Light OnDemand Integration

**Activation: \$4,800**  
**Annual: \$4,800**

The Fee for Activation and Setup of Zones assumes configuration of a light-OnDemand solution with Circuit or similar service, utilizing the functionalities already available in the platform

### Ticketing Website Tool Only

**Activation: \$16,000**  
**Annual: \$20,000**

### Trip Planner + Ticketing Website Tools

**Activation: \$24,000**

**Annual: \$30,000**

**Additional Language Translations**

**Activation: \$7,500**

**Vehicle Occupancy**

**Activation: \$15,000**

**Extra GTFS, GBFS Feed**

**Activation: \$3,750**

**Chatbot**

**Activation: \$6,250**

**Annual: \$13,750**

**Adding a Multi-Tenant Agency to GoPass White-label**

**Activation: \$40,000**

**Annual: \$48,000**

The setup and annual hosting fees are based on the overall size of an AGENCY using total passenger fare data from NTD. \*Prices displayed are for a SMALL AGENCY with >\$1m in total passenger fare ONLY, and subject to change based on AGENCY size. Annual operational fees and charges are subject to change should the multi-tenant specifications require a larger cloud hosting platform to support the new tenants.

**Additional Work Fees on On-Demand Basis**

Should VIA require additional development in support of their objectives, this work can be obtained from Kuba with DART's permission and coordination at the following rates. These rates are subject to an indefinite annual rate escalation of 3% per annum from date of this agreement commencing from base rate in 2025:

**Vendor Hourly Rate**

**Hourly: \$200**

Includes services such as: Testing, Program Management, Training Development, Project Management, Field Technician Services, Software and System Engineering, and Project Engineering.

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## VIA ILA Agreement – Exhibit B – VIA Token Sharing Agreement

This agreement (“Agreement”) is between the VIA a regional transit authority created and operating under Chapter 451, Texas Transportation Code (VIA), located at 123 N. Medina St., San Antonio, Texas 78207 and Dallas Area Rapid Transit (“DART”), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas TX 75202 (each referred to as a “Party” and collectively referred to as the “Parties”). The Agreement governs the VIA’s Use (defined below) of a certain mobile ticketing application, generally referred to as “GoPass®”, limited as set forth herein

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

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

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

### 1.00 DEFINITIONS

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

### 2.00 SHARING OF TOKENS

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

### 3.00 RIGHTS IN DATA

- 3.01. This Token Sharing Agreement (“Agreement”) shall not be deemed in any way grant to any Party any property or other rights to any Token that was received or shared by that Party with the other Party or with a third party.

3.02. Upon termination of this Agreement, the Parties shall delete any and all Tokens and records of Tokens from storage and use and the Parties shall no longer be entitled to use such Tokens for any purpose. Any such deletion shall be done consistent with applicable retention standards and legal requirements.

#### **4.00 TERM, WITHDRAWAL AND TERMINATION**

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

#### **5.00 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

5.06. Choice of Laws and Venue. Any action brought in connection with this Agreement wherein DART is the defending party shall be governed, interpreted and construed in accordance with the laws of the State of Texas and venue shall be exclusively in the State or Federal Courts located in Dallas County, Texas. Any action brought in connection with this Agreement wherein VIA Metropolitan Transit is the defending party shall be governed, interpreted and construed in accordance with the laws of the State of Texas and venue shall be exclusively in the State or Federal Courts located in Bexar, County, Texas.

5.07. Counterparts. This Agreement may be executed in multiple counterparts. Each of the

counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

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

**DALLAS AREA RAPID TRANSIT**

By: \_\_\_\_\_

**Nadine S. Lee  
President & Chief Executive  
Officer**

Date: \_\_\_\_\_

**VIA METROPOLITAN TRANSIT**

By: \_\_\_\_\_

**Jon Gary Herrera  
President & CEO**

Date: \_\_\_\_\_

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## VIA ILA Agreement – Exhibit C – Service Level Agreement

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## 1.00 PURPOSE

This document represents a Service Level Agreement ("SLA") between a legal entity of the Kuba Group ("Kuba ApS"), Dallas Area Rapid Transit ("DART") and VIA for IT services required to support and sustain the System as provided to VIA.

DART and Kuba are collectively referred to as "Vendor" in this SLA.

Kuba is solely responsible for GoPass service availability and for any availability penalties in accordance with Table 4.

DART's responsibility under this SLA is limited to assistance in Technical Support and remediation of incidents reported to DART within DART business hours. Any and all other obligations and liabilities under this SLA are obligations of Kuba.

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

## 2.00 SERVICE LEVELS

Kuba offers two (2) service levels as specified below. For the avoidance of doubt all times referred to in this SLA are cited as CST/CDT (US Central Standard Time/US Central Daylight Time), whichever one is applicable for VIA from time to time, unless otherwise specified.

*Table 1 Service Levels*

Service Levels	Description
<b>Standard</b>	Access to Vendor's technical support services within Vendor's business hours.
<b>Premium</b>	Same as <i>Standard</i> plus additional access to server duty 24 hours a day, 7 days a week, 365 days a year in case of P1 Events*

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

VIA will be provided "Standard" service level. "Premium" service level can be procured at an extra cost as reflected in the price to VIA in the ILA.

Vendor's business hours are 09.00-17.00 Monday-Friday (CST/CDT), excluding US public holidays and December 24 and December 31. Business days are Monday-Friday, excluding US public holidays and 12/24 and 12/31.

## 3.00 HOSTED BACK END SERVICE AVAILABILITY

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

*Table 2 Uptime*

Service Level	Agreed Availability	Period
Standard	≥ 99,50%	Per quarter
Premium	≥ 99,90%	Per quarter

#### *Availability Calculation*

Service Availability is measured in percentages and calculated as follows:

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

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

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

### 3.1 SERVICE WINDOWS

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

*Table 3 Service Windows*

Service Level	Service Windows
Standard	18.00 – 08.00 (Business Days)
	22.00 – 06.00 (one day a week)
Premium*	02.00 – 04.00 (one day a week)

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

### 3.2 AVAILABILITY PENALTY

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

*Table 4 Availability penalty*

Service Level	Availability Penalty
<b>Standard</b>	“Compensation value”: None
<b>Premium</b>	“Compensation value”: 10% of the monthly fixed SLA Charge for each absolute percentage discrepancy (However, no more than 50% of the monthly SLA fee)

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

#### 4.00 INCIDENT MANAGEMENT

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

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

email to [GOPASS@dart.org](mailto:GOPASS@dart.org)

Phone to 214-907-3905

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

phone to +1-855-631-8909

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

email to [GOPASS@dart.org](mailto:GOPASS@dart.org)

Phone to 214-907-3905

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

*Table 5a Incident severity definitions*

Severity category	Description
<b>Critical</b>	<ul style="list-style-type: none"> <li>• Complete loss of service or functionality with critical impact to business services, i.e. significant loss of revenue, customer service, production, corporate reputation or financial control</li> </ul>

Severity category	Description
-------------------	-------------

<b>High</b>	<ul style="list-style-type: none"> <li>Loss of service or functionality, which will degrade parts of the business services. Instability, large delays and periodic influences of the user experience.</li> </ul>
<b>Normal</b>	<ul style="list-style-type: none"> <li>Service partly degraded or parts of the Customer's whole service not available.</li> </ul>

Table 5a Incident severity definitions (continued)

Severity category	Description
<b>Low</b>	<ul style="list-style-type: none"> <li>Issues in a redundant element or incidents not critical for the business services.</li> </ul>

Table 5b Incident impact definitions

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

Table 5c Incident priority definitions

	Severity category			
Impact category	Critical	High	Normal	Low
<b>Extensive</b>	P1	P1	P2	P4
<b>Significant</b>	P1	P2	P3	P4
<b>Limited</b>	P2	P3	P3	P4
<b>Local</b>	P3	P3	P4	P4

#### 4.1 INCIDENT REACTION TIMES

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

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

Incident category	Initiated troubleshooting
P1	Within 2 hours
P2	Within 4 business hours
P3	Within 2 business days
P4	Within 4 business days

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

Incident category	Initiated troubleshooting
P1	Within 2 business hours
P2	Within 8 business hours
P3	Next (non-started) app release or max 90 calendar days unless otherwise agreed
P4	Will be monitored and recurring cases will be investigated in next (non-started) app release or within 180 calendar days unless otherwise are agreed

#### 4.2 END-USER CLIENT APP BUGS

Vendor is not obligated to fix bugs on devices not running the latest OS release or the two (2) latest, major releases. Nor is Vendor obligated to fix bugs for client apps not using the latest app version. Troubleshooting will take place within the timeframes stated in Table 6. The reaction time is calculated from the time the incident is reported by e-mail until the first reply has been made to the Customer by e-mail or phone.

*Table 7 Troubleshooting service level windows vs. incident categories*

		Severity Category			
Service Level	System	Critical	High	Medium	Low
Standard	Backend system and end-user client app	Vendor Business Hours	Vendor Business Hours	Vendor Business Hours	Vendor Business Hours
Premium	Backend system and end-user client app	24 hours a day, 7 days a week, 365 days a year	Same as Standard		

## 5.00 TECHNICAL SUPPORT ENQUIRIES

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

Support inquiries shall be made by email to [GOPASS@dart.org](mailto:GOPASS@dart.org)

*Table 8 Technical support enquiries*

Service Level	Technical support inquiries
Standard	4 support inquiries within business hours per month
Premium	12 support inquiries within business hours per month

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

## 6.00 REPORTING

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

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

The report includes the following data:

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

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

## 7.00 HOSTING

To ensure all data is stored and processed in the US as well as to ensure a flexible and scalable solution for future growth, the backend services are located in Public Cloud environment at Amazon Web Service in USA.

Kuba may decide to use a variety of services from our Public cloud provider to accommodate the agreed uptime and security level and data protection.

Both Kuba's Production and Staging environment will be located at the public cloud environment. Other environments, e.g. test setup, may be located at Kuba's Public cloud environment in Europe. No person related data will be transferred to these environments. Only some maintenance and administration tools may be used from our Private cloud environment in EU.

## 8.00 LIMITATION AND EXCLUSIONS OF LIABILITY

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

## CUSTOMER'S SECURITY OBLIGATIONS

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

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

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

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

### DALLAS AREA RAPID TRANSIT

By: \_\_\_\_\_  
Nadine S. Lee  
President & Chief Executive  
Officer  
Date: \_\_\_\_\_

### VIA METROPOLITAN TRANSIT

By: \_\_\_\_\_  
Jon Gary Herrera  
President & CEO  
Date: \_\_\_\_\_

### KUBA ApS

By: \_\_\_\_\_  
Date: \_\_\_\_\_



# Agenda Report

**Attachments:**

1. Addison-Written Proposal
2. Addison-Proposed Changes to the GMP  
ILA

**DATE:** February 10, 2026

**SUBJECT:** Briefing on City and Regional Proposals Related to Governance, Funding, and Service

## BOARD ITEM

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

## PURPOSE

- The purpose of this item is to review the status of discussions with cities and regional partners relating to issues around governance, funding, and service, and to seek input on potential actions for consideration by the Board.
- To date, six service area City Councils (Plano, Farmers Branch, Irving, Highland Park, University Park, and Addison) have approved ordinances to hold a withdrawal election on May 2, 2026.
- Plano, Farmers Branch, and Irving have submitted written proposals to DART that, if met, would cause the cities to rescind their call for elections. These proposals were presented and discussed at the January 27, 2026, Committee-of-the-Whole (COTW) meeting. Addison submitted a written proposal on February 5, 2026 (see Attachment 1). Board members requested that costs and financial considerations of these proposals be provided at the February 10, 2026, COTW meeting with the potential for action in response to proposals.
- Plano, Carrollton, and Addison have submitted proposed changes to the General Mobility Program (GMP) Interlocal Agreement (ILA). The Plano revisions are substantial and would modify the GMP to be up to 25% sales tax sharing with all 13 cities, while the revisions proposed by the City of Carrollton and Town of Addison are more administrative and process oriented. The Board was provided the Plano and Carrollton changes previously. Addison's proposed changes to the GMP ILA are shown in Attachment 2.
- The Carrollton City Attorney also provided comments on the Tax Increment Reinvestment Zone (TIRZ) ILA that was already finalized by the city manager working group, provided to all cities for execution, and has been executed by the City of Richardson.
- Concurrent with these discussions, the North Texas Commission (NTC) and the North Central Texas Council of Governments (NCTCOG) have hosted meetings with DART and City leadership since September 2025 to discuss key issues and solutions. Recent focus has been on a proposed governance framework.

- The Dallas City Council Transportation and Infrastructure (TRNI) Committee approved a governance framework on January 20, 2026, similar to the NTC concept. Additional actions by cities are forthcoming.
- DART has contracted with AECOM to conduct a rate study of services that will support the feasibility evaluation of some city proposals. The results of the rate study were presented at the January 29, 2026, NTC meeting and will be presented to the DART Board on February 10, 2026.
- Discussion of this item will help achieve Agency Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.



February 5, 2026

Randall B. Bryant  
Chairman, Dallas Area Rapid Transit (DART) Board of Directors  
P.O. Box 660163  
Dallas, TX 75266

Dear Mr. Bryant:

On behalf of the Addison City Council, I'm writing to outline priorities to strengthen Addison's partnership with DART. The Town of Addison values DART's role in supporting regional mobility, access to jobs, and economic growth.

As we look ahead, Addison is focused on ensuring our residents see clear, measurable benefits from their participation in DART. The items below outline a practical path forward that strengthens DART's value, improves accountability, and positions it for long-term success across all member cities. We believe these changes are practical, achievable, and consistent with what many cities have been asking DART to address.

### **1) Funding and Service**

- A. Start a 25% GMP return to cities
  - Begin an initial 25% General Mobility Program return, with revenues returned to the member cities.
  - Funds should be returned on a regular schedule and used for eligible mobility/transportation purposes.
- B. Commit to a permanent 50% contribution-rate reduction
  - DART and the member cities should agree to work toward a statutory, permanent reduction in the overall contribution rate of 50%.
  - This needs to include a clear plan, timeline, and regular progress updates.
- C. Continue core service but opt out of GoLink and circulator. With the contribution relief above in place, Addison would continue other DART services as negotiated, but we are not interested in continuing:
  - GoLink in Addison, and
  - Any DART-supported circulator service in Addison

Those service decisions should be paired with the agreed contribution reduction and reflected in the final documents.

## 2) Governance

Addison is asking DART to support a governance model consistent with the initial proposal developed through the North Central Texas Council of Governments (NCTCOG) City Manager/Mayor work. Specifically:

- Each city's board representative has a full vote, and
- A weighted voting structure that provides:
  - at least 4% for each city, and
  - no single city with more than 45%.

The governance model has to match the reality that member cities are funding the system and should have meaningful, balanced representation.

## 3) Current GMP document

DART should revise the current, pending GMP agreement so it aligns with the redlined version Addison sent to DART.

## 4) Safety and cleanliness

Whatever agreements we reach on funding and governance, the public will ultimately judge DART by basic outcomes:

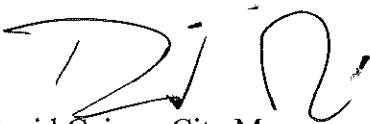
- Safe vehicles, stops, and stations with a clear commitment from DART to increase their public safety presence, and
- Clean, maintained facilities and vehicles that riders can rely on.

Addison expects these priorities to be treated as system requirements, backed by performance measures and regular reporting, not aspirational language.

### Next steps

If DART is willing to move forward on the terms above, Addison is ready to meet promptly to finalize language and bring an agreement to our City Council for consideration.

Sincerely,



David Gaines, City Manager

cc: Nadine Lee, Chief Executive Officer, DART

**FORM OF**

**INTERLOCAL AGREEMENT**

**between**

**DALLAS AREA RAPID TRANSIT and**

**TOWN OF ADDISON 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 TOWN OF ADDISON (“TOWN”). DART and TOWN may be referred to herein individually as a “Party” or collectively as “Parties.”

WHEREAS, pursuant to DART Board Resolution No. 250025, the DART Board 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 FY 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, Section 452.003 of the Act provides authority for TOWN to provide Complementary Transportation Services; and

WHEREAS, TOWN is a DART Service Area city that is eligible to receive at least \$2,930,000 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 Public Transportation, including providing parking garages.

Eligible Project means a TOWN project supporting ~~(d) any other service that complements DART's Public Transportation System, including providing parking garages. "or Complementary Transportation Services" must be provided within the limits of DART's service area.~~

1.2 Eligible Project means a TOWN project supporting DART's Public Transportation System or for Complementary Transportation Services that has been approved by DART in accordance with the Act, as set forth in 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.

1.51.4 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 Public Transportation. A Site Specific Shuttle may utilize shared-ride or multi-passenger vehicles to connect with other Public Transportation services, subject to an agreement and Board approval or facilities and enhance circulation and access within a defined area. Shuttle services may be operated by public or private operators.

1.61.5 Eligible TOWNCity means a city identified in DART Board Resolution No. 250025 Exhibit 1 as eligible to receive a portion of the GMP Funds to be available in DART's FY 2026 Budget, subject to the conditions contained in this Agreement.

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

## **Section II. TOWN's Obligations**

2.1 Use of Funds. TOWN shall use GMP Funds only for an Eligible Project approved by DART in accordance with the Act, as set forth in Section III of this Agreement.

2.2 Good Standing Requirement. TOWN understands and agrees TOWN shall not be entitled to receive any GMP Funds until and unless any outstanding debt owed to DART pursuant to any Interlocal Agreement or other Agreement whereby TOWN 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.

2.1 Certification of TOWN Meeting Requirements. TOWN shall have met the requirements of Section 2.2 before ~~any project is approved and before~~ funds are distributed to TOWN. If DART does not certify the TOWN's compliance under Section 2.2, TOWN will be informed within fourteen (14) business days of any deficiencies or matters requiring immediate action.

2.3 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 TOWN, ~~unless otherwise agreed to by DART.~~

2.4 Insurance. TOWN 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 TOWNAs provided in the Act, an Eligible Project~~ 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, Eligible Project activities for which the GMP 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 Public Transportation or Complementary Transportation Services, including Site Specific Shuttles. Projects and activities may also include funding the operating costs of additional DART services within the TOWN such as expanded or modified GoLink zones for a period of time.

3.2. TOWN Submittal of a Eligible Project. TOWN will ~~submit to DARTmaintain~~ a description of ~~a proposed project, aany and all Eligible Projects including, but not limited to,~~ cost ~~estimate,estimates~~ and a statement demonstrating how the ~~proposed project~~ Eligible Project will improve or benefit DART's Public Transportation System or ~~will provideor~~ Complementary Transportation Services. ~~TOWN 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 which GMP Funds are used.~~

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 expenditures ineligible for reimbursement by DART. DART shall have no obligation to reimburse TOWN for any Eligible Project undertaken prior to DART's approval thereof and DART is not obligated to provide Funds for activities performed or costs incurred prior to the execution of this Agreement.~~

~~4.24.1 Disbursement of Funds.~~ DART shall disburse GMP Funds to TOWN only if TOWN 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 TOWN up to the amount of GMP Funds available to TOWN under the GMP ILA. DART shall have no obligation to pay to TOWN an amount greater than the amount of GMP Funds available to ~~TOWN if DART has approved more than one Eligible Project for TOWN-CITY~~. Unless otherwise agreed by DART, DART shall not be responsible to pay any cost overruns. To the extent permitted by law, TOWN shall RELEASE AND HOLD DART HARMLESS from any claims or liabilities arising from the use of the GMP 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.

~~4.34.2 Critical Deadlines.~~ TOWN shall ~~submit proposed projects to DART for approval request funding~~ by June 30, 2026. TOWN shall submit ~~quarterly annual~~ reports to DART to demonstrate ~~progress on approved projects compliance with this Agreement~~ by the 15<sup>th</sup> of January, April, July, and October of each year until ~~project completion. TOWN all funds are expended. City~~ shall provide documentation demonstrating ~~completion of Eligible Project(s) compliance~~ to DART for its records by September 30, 2029. ~~Funds not expended by TOWN 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.~~

~~4.44.3 Audit Rights.~~ If a subsequent audit of Eligible Project documentation submitted under Section 4.~~32~~ reveals that GMP Funds were expended in violation of this Agreement, TOWN 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, TOWN 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 TOWN fails to meet any of the critical dates identified in Section 4.~~32~~ or otherwise comply with the terms of this Agreement, DART may terminate this Agreement by providing thirty (30) calendar days' written notice. Upon termination of this Agreement by DART under this Section 5.1(a), TOWN shall return to DART any funds

(a) disbursed but not yet used for an Eligible Project; or (b) used for a non-qualifying ~~b.~~ activity or purpose in violation of this Agreement; and DART shall have no further obligation to TOWN under this Agreement. 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 ~~\$2,930,000 in funds~~GMP Funds to TOWN or December 31, 2029; provided, however, obligations identified in 9.7, 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.~~21~~, payment under this ~~agreement~~Agreement will be suspended pending the election outcome. If the withdrawal election fails and the TOWN remains in the DART Service Area, disbursements of funds will occur as outlined in Section 4.~~21~~ or within 30 days. If the withdrawal election is successful and the TOWN withdraws from DART, ~~payment~~funds under this ~~agreement~~Agreement will be forfeited and DART will ~~retain~~recoup 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.~~21~~, and if the withdrawal election is successful and the TOWN withdraws from DART, then funds disbursed to the TOWN in an active GMP agreement shall be deemed an outstanding debt with interest accrued at a rate equivalent to DART's average bond coupon, and shall be included as part of the TOWN's total financial obligation to DART.

## **Section VII. Legislative Activities**

If legislation passes that results in the redirection or reduction of any portion of DART's voter approved one cent sales tax, any funds ~~previously disbursed to the TOWN 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 TOWN under this agreement shall be deemed an outstanding debt owed to DART. Outstanding debt will accrue interest at a rate equivalent to DART's average bond coupon rate for that same period.~~not previously disbursed to the TOWN under this Agreement shall be forfeited.

~~This section does not apply if TOWN approves a resolution or legislative priorities that support DART and seek to maintain the full one cent sales tax.~~

~~Furthermore, this~~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 VIII. Dispute Resolution**

DART and TOWN 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 TOWN'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. Notwithstanding the foregoing, nothing in this Agreement shall limit or restrict either Party's right, at any time, to seek any form of legal or equitable relief, including without limitation temporary, preliminary, or permanent injunctive relief or specific performance, from a court of competent jurisdiction

## **Section IX. Miscellaneous**

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

<b>DALLAS AREA RAPID TRANSIT</b> 1401 Pacific Avenue Dallas, Texas 75202-7210 <a href="mailto:cfo@dart.org">cfo@dart.org</a> Attn: EVP, Chief Financial Officer  Copy to: DART General Counsel P.O. Box 660163 Dallas, TX 75266-7255	<b>TOWN OF ADDISON</b> P.O. Box 9010 Addison, <u>TX Texas</u> , 75001-9010- <a href="mailto:sglickman@addisontx.gov">sglickman@addisontx.gov</a> <a href="mailto:sglickman@addisontx.gov">sglickman@addisontx.gov</a> Attn: Chief Financial Officer  <u>Copy to:</u> <u>Wyatt Hamilton Findlay PLLC</u> <u>8080 N. Central Expressway, Suite</u> <u>1700, PMB 1017</u> <u>Dallas, Texas 75206</u>
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Either Party may designate a different address for receipt of notice by giving written notice of such change of address.

9.2 Governing Law; Voting Requirements for Initiation of Suit Against TOWN. 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 (TOWN) or its officers or employees except upon a two-thirds vote of the DART Board.

9.3 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.

9.4 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.

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

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

**9.7 Severability.** Except for the time periods that TOWN shall submit applications for eligible projects, all sections of the Interlocal Agreement survive and remain in force and effect.

**9.69.8 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.

**9.79.9 No Discrimination.** In the performance of this Agreement, each Party warrants that it 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.

**9.89.10 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**

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Nadine S. Lee  
President & Chief Executive Officer

Date: 10/15/2025

**TOWN OF ADDISON**

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**Town Official**

**Title:** \_\_\_\_\_  
David Gaines, City Manager

Date: \_\_\_\_\_



# Agenda Report

**DATE:** February 10, 2026

**SUBJECT:** Approval of a Resolution for Legislative Priorities on Governance for the 90th Session of the Texas Legislature

The “Briefing on City and Regional Proposals Related to Governance, Funding, and Service” will provide information on this subject. Agenda report/resolution will not be provided. Resolution will be developed after discussion during COTW meeting.



# Agenda Report

**DATE:** February 10, 2026

**SUBJECT:** Approval of Strategic Local Funding Solution

The “Briefing on City and Regional Proposals Related to Governance, Funding, and Service” will provide information on this subject. Agenda report/resolution will not be provided. Resolution will be developed after discussion during COTW meeting.