

**Dallas Area Rapid Transit  
COMMITTEE-OF-THE-WHOLE  
Tuesday, September 12, 2023, 12:00 P.M. – Board Room  
1401 Pacific Ave., Dallas, Texas 75202**

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**General Items:**

1. Approval of Minutes: August 22, 2023
2. Announcements
3. Public Comments

**Consent Items:*****Administration***

4. Approval of Contract for Telecommunications Cabling Services (Mark Enoch/Elizabeth Reich)
5. Approval to Exercise Contract Options for Data Mining Services (Mark Enoch/Jeamy Molina)

***Customer Service, Safety and Mobility***

6. Approval of a Contract for Landscape Management and Maintenance Services (Rick Stopfer/Bernard Jackson)
7. Approval of a Contract Modification to Increase Funding for Inspection, Certification, and Repair of DART's Fire Systems (Rick Stopfer/Bernard Jackson)
8. Approval of Contract Modification to Increase Funding for Additional Portable Radios (Rick Stopfer/Bernard Jackson)
9. Approval of Contract Modification for Building Management Services at DART Headquarters and DART Police Headquarters (Rick Stopfer/Bernard Jackson)

**Individual Items:*****Administration***

10. Approval of an Interlocal Agreement for GoPass<sup>®</sup> Application Licensing Between Dallas Area Rapid Transit (DART) and the City of McAllen (Mark Enoch/Brad Cummings) ***[5 minutes – presentation; 10 minutes – Q&A]***
11. Approval of FY 2024 Goals and Performance Measures for Board Administrator (Mark Enoch/Lon Nickles) ***[10 minutes – presentation; 10 minutes – Q&A]***
12. Approval of FY 2024 Goals and Performance Measures for General Counsel (Mark Enoch/Gene Gamez) ***[10 minutes – presentation; 10 minutes – Q&A]***
13. Approval of FY 2024 Goals and Performance Measures for President & Chief Executive Officer (Mark Enoch/Nadine S. Lee) ***[10 minutes – presentation; 10 minutes – Q&A]***

***Budget and Finance***

14. Approval to Spend Mobility Assistance and Innovation Funds (Jon-Bertrell Killen/Elizabeth Reich) ***[15 minutes - presentation; 45 minutes - Q&A]***



# Agenda

15. Approval of Fiscal Year (FY) 2024 Annual Budget  
(Jon-Bertrell Killen/Elizabeth Reich) *[0 minutes - presentation; 0 minutes - Q&A]*
16. Approval of Fiscal Year (FY) 2024 20-Year Financial Plan  
(Jon-Bertrell Killen/Elizabeth Reich) *[0 minutes - presentation; 0 minutes - Q&A]*

### ***Economic Opportunity and Diversity***

17. \*Briefing on DART's 2023 10th Annual Small Business Academy  
(Flora M. Hernandez/Gabriel Beltran)  
*[10 minutes - presentation; 10 minutes - Q&A]*

### ***Customer Service, Safety and Mobility***

18. \*Briefing on the Mobility Management Services Purchased Transportation Contract (Rick Stopfer/Bernard Jackson)  
*[15 minutes - presentation; 10 minutes - Q&A]*
19. \*Briefing on FY 2023 Third Quarter Police Operations Update  
(Rick Stopfer/Nadine S. Lee) *[15 minutes - presentation; 30 minutes - Q&A]*

### ***Planning and Capital Programs***

20. Approval to Execute an Interlocal Agreement with the North Central Texas Council of Governments to Receive Transportation Development Credits to Match Federal Grant Funding (Patrick J. Kennedy/Dee Leggett)  
*[10 minutes – presentation; 5 minutes – Q&A]*
21. Approval of an Interlocal Agreement Between Dallas Area Rapid Transit and the City of Carrollton Regarding the Carrollton Multi-Modal Transit Hub Project near Downtown Carrollton Station for Improvements, Enhancements and Connection of the City's Existing Trail Infrastructure to the Cotton Belt Regional Hike and Bike Trail (Patrick J. Kennedy/Dee Leggett)  
*[5 minutes – presentation; 5 minutes – Q&A]*
22. Approval of Recommendations on Service Pilot Status for South Dallas GoLink and West Dallas On Demand Shuttle Services (Patrick J. Kennedy/Dee Leggett)  
*[10 minutes – presentation; 20 minutes – Q&A]*
23. \*Briefing on Third Quarter FY 2023 Ridership (Patrick J. Kennedy/Dee Leggett)  
*[15 minutes – presentation; 15 minutes – Q&A]*
24. \*Briefing on Mobility Hub Guidelines and Transit Facility Modernization (Patrick J. Kennedy/Dee Leggett) *[10 minutes – presentation; 10 minutes – Q&A]*
25. \*Briefing on Silver Line Claims and Cost Impacts (Patrick J. Kennedy/Dee Leggett) *[15 minutes – presentation; 15 minutes – Q&A]*

### **Other Items:**

26. Identification of Future Agenda Items
27. Adjournment

\*This is a Briefing Item Only



# Agenda

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

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

**MINUTES  
DALLAS AREA RAPID TRANSIT  
COMMITTEE-OF-THE-WHOLE  
Tuesday, August 22, 2023**

The Dallas Area Rapid Transit **Committee-of-the-Whole** meeting convened on **Tuesday, August 22, 2023, at 3:11 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Wong Krause presiding.

The Board members present: Michele Wong Krause, Gary Slagel, Rodney Schlosser, Doug S. Hrbacek, Marc C. Abraham, D’Andrala Alexander, M. Nathan Barbera, Mark C. Enoch, Carmen Garcia, Flora M. Hernandez, Patrick J. Kennedy, Jon-Bertrell Killen, Enrique MacGregor, Rick H. Stopfer and Paul N. Wageman.

Chair Wong Krause provided instructional information for the Board members’ allocated time during the discussion of the agenda items.

**General Items**

1. **Approval of Minutes: August 8, 2023**  
**Mr. Stopfer motioned the acceptance of the August 8, 2023, Committee-of-the-Whole Meeting Minutes into the record as written.**  
**Ms. Hernandez seconded, and the Minutes were accepted unanimously as written.**
2. **Announcements**  
 No announcements.
3. **\*Briefing on Items of Interest to DART included on the August 10, 2023, North Centra Texas Council of Governments, Regional Transportation Council Agenda.**  
 This report is uploaded to the Board Portal for viewing.
4. **This item will be discussed at the Board meeting only.**
5. **Public Comments**  
 There were no public comments.

**Consent Items 6-16**

Consent Items 6-16 will be discussed at the Board meeting only.

**Individual Items 17-29**

**Administration**

17. **+Approval of Additional Regular DART Board Meeting Date for 2023**  
 Mr. Gene Gamez, General Counsel, provided a summary of this item to the Committee.  
**After some discussion, Mr. Schlosser motioned to forward this draft resolution to the Board of Directors, stating that an additional regular meeting of the DART Board of Directors to be scheduled on October 17, 2023, which will be held in the Board Room at 1401 Pacific Avenue, Dallas, Texas, beginning at 6:00 p.m.**  
**Ms. Hernandez seconded the motion, and the item was approved unanimously.**

## Budget and Finance

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Ms. Hernandez and Mr. Wageman recused themselves at 2:47 p.m.

### **18. +Approval of Contracts for Municipal Advisory Services**

Mr. Dwight Burns, Treasurer, briefed the Committee (slides on file with the Office of Board Support) as follows:

- Recommendation (slide 2)
- Area of Focus (slide 3)
- Terms (slide 4)
- Selection Process (slide 5)
- Municipal Advisory Services RFP (slides 6-7)
- Recommendation (slide 8)

Chair Wong Krause asked if the businesses associated with the contracts were Minority/Women Owned Business Enterprise (MWBE). Mr. Burns replied some of the businesses are, however, others are in the process of being certified as such.

Mr. Enoch questioned why staff had added Masterson Advisors, LLC. Mr. Burns responded that Masterson would bring a valued perspective and experiences that DART found impressive.

**Ms. Garcia motioned to forward this draft resolution to the Board of Directors, with a recommendation, stating the President & Chief Executive Officer, or her designee, is authorized to award a five-year contract for municipal advisory services to Estrada Hinojosa & Company Inc. and Masterson Advisors LLC in a total authorized amount not to exceed \$500,000 per firm.**

**Mr. Schlosser seconded the motion, and the item was approved unanimously.**

Ms. Hernandez and Mr. Wageman reentered the meeting at 2:57 p.m.

## Customer Service, Safety and Mobility

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### **19. Approval of a Contract for Regional Positive Train Control Hosting Services**

Mr. Anthony Fuller, Director of Trinity Railway Express (TRE), briefed the Committee (slides on file with the Office of Board Support) as follows:

- Recommendation (slide 2)
- Background (slides 3-4)
- Scope of Work (slides 5-6)
- Requested Action (slide 7)

Ms. Garcia asked a question to clarify the cost savings mentioned in the presentation. Mr. Fuller replied that the savings was approximately \$40,000 shared between the two entities, Trinity Metro and DART.

Mr. Slagel motioned to forward this draft resolution to the Board of Directors, with a recommendation, stating the President & Chief Executive Officer, or her designee, is authorized to fund DART's portion of a contract for the Regional Positive Train Control (PTC) Hosting Services Agreement to be issued by Trinity Metro to Herzog Technologies, Inc. (HTI), for Trinity Railway Express (TRE), for a total authorized amount not to exceed \$3,546,032, of which 50% (\$1,773,016) will be funded by DART local funds.

Mr. Schlosser seconded the motion, and the item was approved unanimously.

## Planning and Capital Programs

20. **Approval to Authorize Dallas Area Rapid Transit Mobility Service, Local Government Corporation (LGC) to Execute a Second Amended Interlocal Agreement with Inland Port Transportation Management Association**

Mr. Ryan McCutchan, Project Manager of Service Planning and Scheduling, briefed the Committee (slides on file with the Office of Board Support) as follows:

- Today's Consideration (slide 2)
- Background (slide 3)
- IPTMA Service (slides 4-5)
- IPTMA FY24 Budget (slide 6)
- Recommendation (slide 7)

Mr. Kennedy motioned to forward this draft resolution to the Board of Directors, with a recommendation, stating the President & Chief Executive Officer, or her designee, is authorized to execute a Second Amended Interlocal Cooperation Agreement, substantially in the form as shown in Exhibit 1 to the resolution and subject to legal review, to provide GoLink services for the Inland Port Transportation Management Association (IPTMA).

Ms. Garcia seconded the motion, and the item was approved unanimously.

21. **Approval to Authorize Dallas Area Rapid Transit Mobility Service, Local Government Corporation (LGC) to Execute a Second Amended Interlocal Agreement with STAR Transit for Inland Port Transportation Management Association (IPTMA) Services**

Mr. McCutchan briefed the Committee (slides on file with the Office of Board Support) as follows:

- Today's Consideration (slide 2)
- Background (slide 3)
- IPTMA Service (slides 4-5)
- IPTMA FY24 Budget (slide 6)
- Recommendation (slide 7)

**Mr. Enoch motioned to forward this draft resolution to the Board of Directors, with a recommendation, stating the President & Chief Executive Officer, or her designee, is authorized to execute a Second Amended Interlocal Cooperation Agreement, substantially in the form as shown in Exhibit 1 to the resolution and subject to legal review, to provide GoLink services for the Inland Port Transportation Management Association (IPTMA).**

**Mr. Slagel seconded the motion, and the item was approved unanimously.**

**22. Approval to Execute Agreements Between the Dallas Area Rapid Transit Mobility Service, Local Government Corporation (LGC), and: 1) the City of Allen; 2) the City of Wylie; and 3) the Town of Fairview for Extending Collin County Rides Services through January 31, 2024**

Mr. McCutchan briefed the Committee (slides on file with the Office of Board Support) as follows:

- Today's Consideration (slide 2)
- Why are Amendments Needed? (slide 3)
- Background (slide 4)
- Business Consideration (slide 5)
- Transition (slide 6)
- Collin County Rides FY24 Budget (slide 7)
- IPTMA FY24 Budget (slide 8)
- MUTD FY24 Budget (slide 9)
- LGC FY24 Budget (slide 10)
- Recommendation (slide 11)
- City of Allen Program Cost & Revenue (slide 12)
- Town of Fairview Program Cost & Revenue (slide 13)
- City of Wylie Program Cost & Revenue (slide 14)

Mr. Enoch had questions regarding the program seeking clarification of whether the contract stipulated that these cities would try to work with DART towards a more permanent solution of providing transportation service as stated in the DART Policy III.07. Mr. McCutchan replied that these cities did not meet that goal.

**After further discussion, Mr. Slagel motioned to forward this draft resolution to the Board of Directors, with a recommendation, stating the President & Chief Executive Officer, or her designee, is authorized to execute Interlocal Agreements between the Dallas Area Rapid Transit Mobility Service, LGC (the "LGC") and: 1) the City of Allen; 2) the City of Wylie; and 3) the Town of Fairview, substantially in the form shown in Exhibits 1 through 3 to the Resolution, extending Collin County Rides service through January 31, 2024, as the City of Allen and the Town of Fairview transition to Denton County Transportation Authority (DCTA), and the City of Wylie procures a new service provider.**

**Ms. Hernandez seconded the motion, and the item was approved unanimously.**

23. **Approval to Amend the FY 2024 Dallas Area Rapid Transit Mobility Service, Local Government Corporation (LGC), Budget to Reflect the Extension of the Collin County Rides Program**

Mr. McCutchan briefed the Committee (slides on file with the Office of Board Support) as follows:

- Today's Consideration (slide 2)
- Why are Amendments Needed? (slide 3)
- Background (slide 4)
- Business Consideration (slide 5)
- Transition (slide 6)
- Collin County Rides FY24 Budget (slide 7)
- IPTMA FY24 Budget (slide 8)
- MUTD FY24 Budget (slide 9)
- LGC FY24 Budget (slide 10)
- Recommendation (slide 11)
- City of Allen Program Cost & Revenue (slide 12)
- Town of Fairview Program Cost & Revenue (slide 13)
- City of Wylie Program Cost & Revenue (slide 14)

**Mr. Slagel motioned to forward this draft resolution to the Board of Directors, with a recommendation, stating the President & Chief Executive Officer, or her designee, is authorized to execute Interlocal Agreements between the Dallas Area Rapid Transit Mobility Service, LGC (the "LGC") and: 1) the City of Allen; 2) the City of Wylie; and 3) the Town of Fairview, substantially in the form shown in Exhibits 1 through 3 to the Resolution, extending Collin County Rides service through January 31, 2024, as the City of Allen and the Town of Fairview transition to Denton County Transportation Authority (DCTA), and the City of Wylie procures a new service provider.**

**Ms. Hernandez seconded the motion, and the item was approved unanimously.**

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

**Budget and Finance**

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25. **Approval to Distribute Proposed FY 2024 Annual Budget and 20-Year Financial Plan to Municipalities Within the DART Service Area for Review**

Ms. Elizabeth Reich, Executive Vice President/Chief Financial Officer, briefed the Committee (slides on file with the Office of Board Support) as follows:

- Recommendation (slide 2)
- Revenue & Expenses (slide 3)
- FY 2024 Revenue (slide 4)
- Proposed FY 2024 Budget (slide 6)
- 20-Year Financial Plan (slide 5)
- Dallas Area Rapid Transit FY 2024 Financial Plan Draft Twenty Year Sources and Uses of Cash (\$ Millions - Inflated Dollars) (slide 8)
- Recommendation (slide 9)



- Spacer Slide (slide 10)
- Appendix (slide 11)
- FY 2024 Annual Budget & 20-Year Financial Plan (slide 12)
- Where We've Been (slide 13)
- Where We're Going (slide 14)
- Proposed FY 2024 Budget (slide 15)
- FY 2024 Key Initiatives Mobility+ (slide 16)
- FY 2024 Key Initiatives Mobility+ Bus Service Increases (slides 17-20)
- FY 2024 Key Initiatives Mobility+ LRT Service Increases (slide 21)
- FY 2024 Key Initiatives Additional Mobility+ Investments (slides 22-23)
- FY 2024 Key Initiatives GoLink Expansion (slide 24)
- FY 2024 Key Initiatives LRT System Modernization (slide 25)
- FY 2024 Key Initiatives Ridership Improvements (slide 26-27)
- FY 2024 Key Initiatives Silver Line (slide 28)
- FY 2024 Key Initiatives City Partnerships (slide 29)
- FY 2024 Key Initiatives Employees (slide 30)
- Revenues and Expenses (slide 31)
- FY 2024 Revenue (slide 32)
- Sales Tax Revenue FY 2013-FY 2023 (\$M) (slide 33)
- 12-Month Rolling Average (slide 34)
- Sales Tax Projections (\$M) (slide 35)
- 5-Year Operating Revenues FY 2023-FY 2028 (\$M) (slide 36)
- 5-Year Ridership Projections FY 2023-FY 2028 (M) (slide 37)
- 5-Year Investment Income (slide 38)
- Federal Grants (\$M) (slides 39-40)
- Other Contributions (\$M) (slide 41)
- Operating Budget (slide 42)
- Operating Overview (slide 43)
- Operating Budget Drivers (slide 44)
- Positions (slides 45-46)
- Mobility Assistance & Innovation Fund (slide 47)
- MAIF Recommendation (slide 48)
- Capital Budget (slide 49)
- Capital Overview (slide 50)
- Capital by Department (slide 51)
- Debt Service (slide 52)
- Debt Overview (slide 53)
- Principal & Interest (\$M) (slide 54)
- Coverage Ratios (slide 55-56)
- Sources & Uses (slide 57)
- 20-Year Financial Plan (slide 58)
- Dallas Area Rapid Transit FY 2024 Financial Plan Draft Twenty Year Sources and Uses of Cash (\$ Millions - Inflated Dollars) (slide 59)
- Inflation & Operating Budget Growth (slide 60)
- Consumer Price Index Projection (slide 61)

- Capital Inflation & Growth (slide 62)
- Construction Price Index (slide 63)
- Revenue Projections 20-Year Plan Totals (\$M) (slide 64)
- Operating Expenses by Mode 20-Year Plan Totals (\$M) (slide 65)
- Capital Expenses 20-Year Plan Totals (\$M) (slide 66)
- Capital by Use (slide 67)
- Cash & Reserves (slide 68)
- Appendix (slide 69)
- FY 2024 Expenses (\$M) (slide 70)
- Salaries & Wages (\$000s) (slide 71)
- Salary & Benefit History FY 2019-FY 2024 (\$000s) (slide 72)
- Benefits & Taxes (\$000s) (slide 73)
- Services (\$000s) (slide 74)
- Materials & Supplies (\$000s) (slide 75)
- Utilities (\$000s) (slide 76)
- Purchased Transportation (\$000s) (slide 77)
- Leases, Rentals, & Taxes (\$000s) (slide 78)
- Capital & Reserves (\$000s) (slide 79)
- FY 2018-FY 2028 Ridership (M) (slide 80)
- FY 2023 Financial Standards (slide 81)
- Introduction (slide 82)
- General Standards (slide 83)
- General Standards G1 (slide 84)
- General Standards G2 (slide 85)
- General Standards G3 (slide 86)
- General Standards G4 (slide 87)
- General Standards G5 (slide 88)
- General Standards G6 (slide 89)
- General Standards G7 (slides 90-92)
- General Standards G8 (slide 93)
- General Standards G9 (slide 94)
- Business Planning Parameters (slide 95)
- BPP Standards B1 (slide 96)
- BPP Standards B2 (slide 97)
- BPP Standards B3 (slide 98)
- BPP Standards B4 (slide 99)
- BPP Standards B5 (slide 100)
- BPP Standards B6 (slides 101-102)
- BPP Standards B7 (slide 103)
- BPP Standards B8 (slide 104)
- BPP Standards B9 (slides 105-106)
- BPP Standards B10 (slides 107-108)
- Debt Standards (slide 109)
- Debt Standards D1 (slide 110)
- Debt Standards D2 (slide 111)

- Debt Standards D3 (slide 112)
- Debt Standards D4 (slide 113)
- Debt Standards D5 (slide 114)
- Debt Standards D6 (slide 115)
- Debt Standards D7 (slide 116-117)

Ms. Hernandez pointed out that the presentation organizational chart on slide 25, FY 2024 Key Initiatives LRT System Modernization, contained verbal elements that do not track as well as she would prefer throughout the entire budget document. She then suggested that in the next iteration of the document, more attention be taken to be sure that there is stronger consistency across the document pages.

Chair Wong Krause commented that she would prefer the organizational chart stay in the document, but that it is important to harmonize the document.

Mr. Wageman noted that while he is fine with the substance of the document, there was a lack of a date, and a “draft” label on the document, as well as a lack of a signature. Ms. Reich clarified that there is an overall cover letter that is included that indicates that what’s presented is not final and in fact, a draft. Mr. Wageman then remarked about DART's ability to have effective messaging around the budget documents, referring to a recent news article that he felt misstated DART's message to the public. Ms. Lee interjected in response that DART is unable to control what the media ultimately does. Mr. Wageman expressed concern with some of the budget numbers and asked when the Board would have the proper venue with which to better discuss any changes Board members would like to see and presented in a way that gives Ms. Reich a clear path to follow. Chair Wong Krause interjected that she would be happy to have additional meetings to work on the budget. She then asked Mr. Wageman what he would like to see happen. Noting the time, Mr. Wageman responded that they are cutting into the pending DART Board of Directors’ meeting and said that he would like to have sufficient time to discuss these topics. Ms. Lee interjected that she would like Mr. Wageman to indulge her and provide a list so that her team can prepare and work towards any changes he would like to see, as well as share that input with the rest of the Board members so it can be discussed in public with adequate time to make any changes.

Mr. Enoch asked a question of Mr. Gamez to clarify how what’s been discussed thus far would be handled with the cities. Mr. Gamez confirmed that the current form draft budget can be shared with the cities, and changes can still be made.

Ms. Garcia asked that any changes be noted on the documentation, so they can more easily see what was changed, as well as a request to date the changes. Ms. Reich said she and her team would happily try to satisfy her requests.

Mr. Abraham appreciated the staff’s turnaround on the document, and mentioned, specifically to Garland, to please share the city’s comments back to the Board.

Mr. Barbera pointed out that this is a draft document and that the cities will provide feedback that will likely necessitate changes.

Ms. Hernandez sought clarity on the dates for feedback from the cities. Ms. Reich commented that based on previous experience it’s around mid-September and she will present to the Board a summation of all the feedback provided by the various cities.

Mr. Schlosser said he shared Mr. Barbera's comment on the cities and also complimented Ms. Reich's team for a job well done on the current document.

Mr. Slagel said that he has been fine with the process thus far, and supported the need to have meetings as necessary to address everyone's needs.

Chair Wong Krause said that this is why she took the extra step of adding a budget workshop to their normal meeting schedule and that this time around, it may be better to have it take place in a Committee of the Whole format, versus a workshop.

Mr. Enoch asked for clarity on some values and asked for Ms. Reich if she could share the last ten financial reports so that he could do a comparison.

**After some continued discussion, Mr. Slagel motioned to forward this draft resolution to the Board of Directors, with a recommendation, stating the President & Chief Executive Officer, or her designee, is authorized to distribute the proposed Fiscal Year (FY) 2024 Annual Budget and 20-Year Financial Plan to the governing bodies of the municipalities within the DART Service Area for their review.**

**Mr. Schlosser seconded the motion, and this item was approved unanimously.**

## Administration

**Chair Wong Krause directed the committee's attention to agenda item 29, prior to continuing with the remaining items.**

### **29. \*Briefing on Federal/State Legislation and U.S. Supreme Court Case Law Affecting DART Operations**

Mr. Gamez briefed the Committee (slides on file with the Office of Board Support) as follows:

- DART Board Policy on Non-Discrimination Policy 1.03, Resolution No. 100083 (slide 2)
- Transportation Code §452.201 Minority & Woman Owned Business Program in Certain Authorities (slide 3)
- Disadvantaged Business Enterprise & Minority & Woman-Owned Business Enterprise Programs Policy -Policy 1.04 Res. No. 990159 (slide 4)
- Pregnant Workers Fairness Act; Providing Urgent Maternal Protection for Nursing Mothers Act (slides 5-6)
- Groff v. DeJoy, U.S. Sup. Ct. Religious Liberty & Accommodation (slide 7)
- Students for Fair Admissions v. Univ. of N. Carolina & Harvard Univ (slide 8)
- TXSB 17 DEI In Higher Education Prohibited (slide 9)
- TXSB 1361/HB 2700 Electronic Transmission, Possession or Promotion of Certain Lewd Visual Material (slide 10)
- TXSB 1325 Duties of Peace Officer Investigating Stalking, Harassment or Terroristic Threat (slide 11)
- TXSB 1893 Use of Certain Social Media Applications & Services on Governmental Devices Prohibited (slide 12)
- TXHB 2127 Texas Regulatory Consistency Act (slide 13)
- TXSB 2127 Law Enforcement Agency Duties; Preemployment Procedures; Employment Termination Report (slide 14)
- End Slide (slide 15)

Mr. Enoch had a question regarding clarity on the first paragraph of slide 9, TXSB 17 DEI in Higher Education Prohibited. Mr. Gamez elaborated on it to his satisfaction.

**Due to the remaining discussion requiring to be held in Closed Session, Chair Wong Krause stated that it was 6:25 p.m. on Tuesday, August 22, 2023, and the Dallas Area Rapid Transit Committee-of-the-Whole was going into Closed Session under the Texas Open Meetings Act, Section 551.071, which allows for consultation with Attorney, to discuss Agenda Item 26, \*Briefing on Silver Line Litigation, Claims and Cost Impacts, Agenda item 27, +Authorize Administrative Settlement for the Acquisition of Parcel DE3-005-WE Located at or near 17817 Coit Road, in Dallas, Texas, for the Silver Line Regional Rail Project and Agenda Item 29, \*Briefing on Federal/State Legislation and U.S. Supreme Court Case Law Affecting DART Operations.**

The meeting reconvened into Open Session at 5:31 p.m.

### Planning and Capital Programs

26. **\*Briefing on Silver Line Litigation, Claims and Cost Impacts**

Discussed in closed session.

27. **+Authorize Administrative Settlement for the Acquisition of Parcel DE3-005-WE Located at or near 17817 Coit Road, in Dallas, Texas, for the Silver Line Regional Rail Project**

Discussed in closed session.

Mr. Wageman recused himself at 5:32 p.m.

**Mr. Slagel motioned to forward this draft resolution to the Board of Directors, with a recommendation, stating the approval of:**

**1) authorizing the President & Chief Executive Officer, or her designee, to purchase Parcel DE3-005-WE, described in Exhibit 1 to the Resolution, located at or near 17817 Coit Road, in the City of Dallas, Texas, for the Silver Line Regional Rail Project through an administrative settlement; and**

**2) authorizing the President & Chief Executive Officer, or her designee, to execute all necessary legal instruments and to pay any necessary costs, including title policy expenses, closing costs, and other such costs as may be required by law to close the purchase of Parcel DE3-005-WE.**

**Mr. Enoch seconded the motion, and the item was approved unanimously.**

Mr. Wageman reentered the meeting at 5:33 p.m.

28. **+Approval of Outside Counsel for Contract Claims Related to the Silver Line Regional Rail Corridor Project**

Discussed in closed session.

Mr. Enoch motioned to forward this draft resolution to the Board of Directors, with a recommendation, stating the General Counsel is authorized to continue the engagement of the law firm of Carrington, Coleman, Sloman & Blumenthal, L.L.P. for contract claims related to the Silver Line Regional Rail Corridor Project, in an additional amount not to exceed \$200,000.00 for a new total authorized amount not to exceed \$1,050,000.00.

Mr. Slagel seconded the motion, and the item was approved unanimously.

#### Other Items

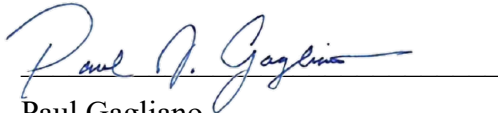
30. This item will be discussed at the Board meeting only.

31. Identification of Future Agenda Items.

No future agenda items were identified.

32. Adjournment

The Committee of the Whole meeting adjourned at 6:23 p.m.



Paul Gagliano  
Secretary of the Board

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\*This is a Briefing Item Only



# Agenda Report

*Committee-of-the-Whole*

<b>Attachments:</b> 1. Contract Award Analysis 2. M/WBE Details	<b>Voting Requirements:</b> Majority
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**DATE:** September 12, 2023

**SUBJECT:** Approval of Contract for Telecommunications Cabling Services

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a three-year contract with two, one-year options for telecommunications cabling services to AAA Data Communication, Inc. [Contract No. C-2076353-01], for a not-to-exceed amount of \$322,256.

## FINANCIAL CONSIDERATIONS

- This contract for telecommunications cabling services is included in the Technology Department’s proposed FY 2024 Operating Budget.
- Sufficient funding for this contract in the amount of \$322,256 is included in both the proposed FY 2024 Operating Budget and the Total Operating Expense line item of the approved FY 2023 Twenty-Year Financial Plan.

## BUSINESS PURPOSE

- The purpose of this contract is to provide the Agency with a contract for telecommunications cabling services for DART facilities.
- This telecommunications cabling services contract is required to provide network connectivity within DART facilities and for new construction projects such as the Consolidated Dispatch and Command Center and the Walnut Hill development project.
- Approval of this contract will help achieve Board Strategic Priority 2: Provide stewardship of the transit system, agency assets, and financial obligations; and Strategic Priority 5: Enhance DART's role as a recognized local, regional, and national transportation leader.

## PROCUREMENT CONSIDERATIONS

- On May 4, 2023, a Request for Proposal (RFP) notification was sent to 494 firms for contract telecommunications cabling services.
- This will be an indefinite delivery/indefinite quantity contract, with firm fixed rates for a term of three years with two, one-year options.

- The contract award analysis is provided as Attachment 1.

### **D/M/WBE CONSIDERATIONS**

- The goal for this contract was established in March 2023 at 12% M/WBE participation.
- AAA Data Communications, Inc., the prime contractor, is a certified MBE firm; therefore, the goal is met.
- 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  
CONTRACT AWARD ANALYSIS  
(Request for Proposals)  
RFP NO. P-2076353**

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**Contract Information**

- A. Description:** Telecommunications Cabling Services
- B. Contractor:** AAA Data Communications, Inc.
- C. Contract Number:** C-2076353-01
- D. Contract Amount:** Not to exceed \$322,256
- E. Contract Type:** Indefinite Delivery/Indefinite Quantity
- F. Performance Period/Term of Contract:** Three years from the date of the Notice to Proceed.
- G. Options Available:** Two, one-year options
- H. Bond Requirement:** Yes
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

**Solicitation Information**

- A. Issue Date:** May 4, 2023
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** May 30, 2023 @ 11:00 A.M. (Central Time)
- D. Proposals Received:** Seven

- |                                |                               |
|--------------------------------|-------------------------------|
| 1. AAA Data Communications Inc | 5. Florico Inc                |
| 2. Argent Associates Inc       | 6. Real Network Services Inc. |
| 3. BlueNet Technologies Inc    | 7. Trindom Global LLC         |
| 4. FlexSolv Networks Inc       |                               |

- E. Discussion of Proposal Evaluation Process:** This was a competitively negotiated procurement. A Source Evaluation Committee (SEC) was appointed to conduct proposal evaluations and the proposals were evaluated against the following criteria:

Qualification of the Firm	300 Maximum Points
Qualification of the Staff	200 Maximum Points
Work Plan/Project Approach	200 Maximum Points

Price _____	300 Maximum Points
<b>Total Points</b>	<b>1,000 Maximum Points</b>

**F. Discussion of Unacceptable Proposals:** The Argent Associates, Inc, BlueNet Technologies Inc., FlexSolv Networks Inc, Florico, Inc., and Trindom Global, LLC, proposals were determined to be unacceptable due to their overall low technical scores.

**G. Proposal Scoring:** The following two proposals represent the final scores, following evaluation of the Best and Final Offers.

Firm Name	Base Price	Option 2 Years	Base + Option Pricing	Price Points (Max Points 300)	Technical Points (Max Points 700)	Total Points	Rank
AAA Data Communications, Inc.	\$184,804	\$137,452	\$322,256	300	449	749	1
Real Network Services, Inc.	\$676,554	\$457,056	\$1,133,610	84	471	555	2

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

**I. Cost & Price Analysis:** Prices are fair and reasonable based on historical pricing and comparison to the Independent Cost Estimate (ICE).

**J. Determination of Responsibility:**

**Bond Check:** N/A

**Reference Check:** Satisfactory

**Financial Responsibility Survey:** Satisfactory

**Insurance Check:** Yes

**On-Site Inspection:** N/A

**Arithmetic Check:** Yes

**Verification of Offer:** Yes

**Buy America Certification and/or Audit, if applicable:** N/A

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

**K. Protests Received:** None

**L. Determinations Required:** Competitive Sealed Procurement, Non-responsive Proposals, Failure to furnish items or information required to be submitted with the proposal.

### **Determination and Recommendation**

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

### Approval of Contract for Telecommunications Cabling Services

The goal for this contract was established in March 2023 at 12% M/WBE participation. AAA Data Communications, Inc., the prime contractor, is a certified MBE firm; therefore, the goal is met.

**NOTE:** The goal is based on the not to exceed amount of \$322,256. If there are any changes to this amount, the original goal shall still apply.

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

### Summary of EEO-1 Report

AAA Data Communications, Inc. is located in Dallas, TX and employs 23 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
<b>MALES</b>	0	10	8	0	1	<b>19</b>	<b>82.61%</b>
<b>FEMALES</b>	0	2	1	0	1	<b>4</b>	<b>17.39%</b>
<b>TOTAL</b>	0	12	9	0	3	<b>23</b>	<b>100%</b>
<b>PERCENTAGE</b>	<b>0.00 %</b>	<b>52.17%</b>	<b>39.13%</b>	<b>0.00%</b>	<b>8.70%</b>	<b>100%</b>	

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

**Approval of Contract for Telecommunications Cabling Services**

WHEREAS, the purpose of this contract is to provide the Agency with a contract for telecommunications cabling services for DART facilities; and

WHEREAS, this telecommunications cabling services contract is required to provide network connectivity within DART facilities and for new construction projects such as the Consolidated Dispatch and Command Center and the Walnut Hill development project; and

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

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

WHEREAS, funding for this contract is within proposed FY 2024 Operating Budget and approved FY 2023 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a three-year contract with two, one-year options for telecommunications cabling services to AAA Data Communication, Inc. [Contract No. C-2076353-01], for a not-to-exceed amount of \$322,256.

**Approval of Contract for Telecommunications Cabling Services**

Prepared by: /s/ Elizabeth Reich  
\_\_\_\_\_  
M. Elizabeth Reich  
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



# Agenda Report

*Committee-of-the-Whole*

<b>Attachments:</b> 1. Procurement Analysis 2. M/WBE Details	<b>Voting Requirements:</b> Majority
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**DATE:** September 12, 2023

**SUBJECT:** Approval to Exercise Contract Options for Data Mining Services

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for data mining services with AlphaVu, LLC, [Contract No. C-2072790-01], to: 1) exercise the remaining two, one-year options; and 2) increase the not-to-exceed amount by \$318,600, for a new total authorized amount not to exceed \$473,400.

## FINANCIAL CONSIDERATIONS

- This contract modification for data mining services is included in the External Communications Division's proposed FY 2024 operating budget.
- Sufficient funding for this contract option in the amount of \$318,600 is included in both the External Communications Division's proposed FY 2024 Operating Expense budget and the Total Operating Expense line item of the FY 2023 Twenty-Year Financial Plan.

## BUSINESS PURPOSE

- On November 11, 2022, DART entered into a one-year firm fixed price contract with two, one-year options with AlphaVu, LLC, for a total authorized amount not to exceed \$154,800.
- AlphaVu, LLC, provides the service of monitoring public opinion by real-time processing of social media content using natural language processing, machine learning, and social network analysis. The firm identifies trends, developing issues, and sentiment expressed by customers and stakeholders in online social media conversations. AlphaVu, LLC, has developed and will continue to support a “dashboard” of online activity connected to agency goals and objectives available for management review. They also provide reports and analytics weekly or daily, as required.
- AlphaVu, LLC, also generates reports offering counsel on strategic messaging. This information is used to guide the Agency's communications strategies, plans, and tactics for specific DART projects and topics.
- The data and insight DART receives from AlphaVu, LLC, is valuable in helping the Authority understand and act on public sentiment about DART and public infrastructure. The Agency is better able to tailor and focus its communications that encourage readers to engage with and share the content, not just read and perhaps forget it. The reports also offer proof that our messages are being seen and read.

- Using data and recommendations from AlphaVu, LLC, under the current contract and the prior two contracts, DART has conducted 47 social media campaigns, reached over a half million unique users, engaged with users 1.8 million times, and made over 5 million unique impressions.
- Approval of these contract options will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; and Strategic Priority 3: Innovate to enhance mobility options, business processes and funding.

## **PROCUREMENT CONSIDERATIONS**

- The base term of the contract is one year from the award date of November 11, 2022, and the contract provides for two, one-year options.
- The pricing for the exercise of the option years is fair and reasonable.
- The procurement analysis is provided as Attachment 1.

## **D/M/WBE CONSIDERATIONS**

- The goal for this contract was established in September 2022 at 20% M/WBE participation.
- AlphaVu, LLC, the prime contractor, has committed to meet the goal.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

## **LEGAL CONSIDERATIONS**

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

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**Dallas Area Rapid Transit Authority  
PROCUREMENT ANALYSIS  
Exercise Options  
Modification No. 1**

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**Contract Information**

- A. Contract Description:** Data Mining
- B. Contractor:** AlphaVu, LLC
- C. Contract Number:** C-2072790-01
- D. Contractual Action:** Exercise the remaining first and second options
- E. Current Contract Amount:** Not to exceed \$154,800
- F. Contract Modification Amount:** \$318,600
- G. New Contract Amount:** Not to exceed \$473,400
- H. Contract Type:** Definite Quantity/Definite Delivery
- I. Current Performance Period:** November 11, 2022, through November 10, 2023
- J. Remaining Options Available:** None
- K. Price Considerations:** The initial contract award was based on full and open competition, and all proposals were evaluated inclusive of option years.
- L. Negotiation Memorandum:** Available for review in the contract file.
- M. Determinations Required:** N/A
- N. Funding:** Local
- O. Determination of Responsibility:**  
**Reference Check:** N/A  
**Financial Responsibility Survey:** Satisfactory  
**Insurance Check:** Yes  
**Arithmetic Check:** Yes  
**Verification of Offer:** N/A  
**Buy America Certification and/or Audit, if applicable:** N/A  
**Debarred/Suspended list:** Not on the debarred /suspended list.

**Determination and Recommendation**

AlphaVu, LLC, is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.



### Approval to Exercise Contract Options for Data Mining Services

The goal for this contract was established in September 2022 at 20% M/WBE participation. This contract modification of \$318,600. will increase the contract amount to \$473,400. Of the modification amount, \$63,720 has been committed to the following certified firm:

#### M/WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT
National Service Research	Fort Worth, TX	White Female	Supply Service Research	\$63,720

**WBE PARTICIPATION (for this modification): \$63,720**

For the entire contracting period, AlphaVu, LLC has committed to meet the established goal through the utilization of the following certified firm:

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
National Service Research	Fort Worth, TX	White Female	Supply Service Research	\$94,680	20.00%

**TOTAL WBE PARTICIPATION: \$94,680      20.00%\***

**NOTE:** The goal is based on the not to exceed amount of \$473,400. If there are any changes to this amount, the original goal shall still apply.

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

#### Summary of EEO-1 Report

AlphaVu, LLC is located in Washington, D.C. and employs 6 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
<b>MALES</b>	2	0	1	0	2	<b>5</b>	<b>83.33%</b>
<b>FEMALES</b>	0	0	0	0	1	<b>1</b>	<b>16.67%</b>
<b>TOTAL</b>	2	0	1	0	3	<b>6</b>	<b>100%</b>
<b>PERCENTAGE</b>	<b>33.33%</b>	<b>0.00%</b>	<b>16.67%</b>	<b>0.00%</b>	<b>50.00%</b>	<b>100%</b>	

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

**Approval to Exercise Contract Options for Data Mining Services**

WHEREAS, on November 11, 2022, DART entered into a one-year contract, with two, one-year options with AlphaVu, LLC, for the services of a firm to monitor public opinion by real-time processing of social media content using natural language processing, machine learning, and social network analysis; and

WHEREAS, AlphaVu, LLC, provides the identification of trends, developing issues, and customer/stakeholder sentiment as expressed in online conversations, provides reports and analytics weekly or as required, and offers strategic messaging counsel to DART that is used to guide the Agency's communications strategies, global plans, and tactics for specifically identified DART projects; and

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

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for these contract options is within proposed FY 2024 budget and approved FY 2023 Twenty-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 for data mining services with AlphaVu, LLC [Contract No. C-2072790-01], to:

Section 1: Exercise the remaining, two, one-year options.

Section 2: Increase the not-to-exceed amount by \$318,600, for a new total authorized amount not to exceed \$473,400.

## Approval to Exercise Contract Options for Data Mining Services

Prepared by: /s/ Jeamy Molina

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Jeamy Molina  
Executive Vice President  
Chief Communications Officer

/s/ Gene Gamez

Approved as to form:

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Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

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Nadine S. Lee  
President & Chief Executive Officer



# Agenda Report

*Committee-of-the-Whole*

<b>Attachments:</b> 1. Contract Award Analysis 2. M/WBE Details	<b>Voting Requirements:</b> Majority
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**DATE:** September 12, 2023

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

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a five-year contract with no options to Brightview Landscape Services, Inc., for landscape management and maintenance services [Contract No. C-2075875-01], for \$17,627,235, with a contingency fund of \$1,000,000, for a total authorized amount not to exceed \$18,627,235.

## FINANCIAL CONSIDERATIONS

- This contract for Landscape Management and Maintenance Services is included in the Maintenance of Way/Facilities Maintenance Department’s Proposed FY 2024 Operating Budget.
- Sufficient funding for this contract in the amount of \$18,627,235 is included in both the Maintenance of Way/Facilities Maintenance Department’s Proposed FY 2024 Operating budget and the Total Operating Expense line item of the FY 2023 Twenty-Year Financial Plan.

## BUSINESS PURPOSE

- This contract directly impacts the appearance and cleanliness of DART facilities for customers and the public.
- Approval of this contract will help achieve the Board Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations.
- This contract provides landscape management and maintenance services for 84 DART facilities, which include 65 light rail stations, seven bus transit centers, two bus park and rides, four bus transfer centers, five DART Operating Divisions, and DART Police Headquarters/Monroe Shops.
- The contingency funds will be used to repair damage from events like vandalism, inclement weather, and other unforeseen landscape maintenance-related work.
- The contractor shall provide services that support long-term health and aesthetics of the landscaping on DART properties. These services include watering, mowing, edging, and trimming of trees, shrubs, and turf along with applying fertilizers, insecticides, fungicides, and herbicides for all areas according to established horticultural standards.

## **PROCUREMENT CONSIDERATIONS**

- On May 31, 2023, a Request for Proposals (RFP) notification was sent to suppliers for landscape management and maintenance services.
- This will be a definite quantity contract, with firm fixed prices and indefinite quantities with fixed rates for a term of five years with no options.
- The contract award analysis is provided as Attachment 1.

## **D/M/WBE CONSIDERATIONS**

- 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 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  
CONTRACT AWARD ANALYSIS  
(Request for Proposals)  
RFP NO. P-2075875**

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**Contract Information**

- A. Description:** Landscape Management and Maintenance Service
- B. Contractor:** BrightView Landscapes Services, Inc.
- C. Contract Number:** C-2075875-01
- D. Contract Amount:** Not to exceed \$17,627,235.
- E. Contract Type:** Definite Quantity/ Definite Delivery (Routine Services) and Indefinite Delivery/Indefinite Quantity (Non-Specific, Non-Routine/Emergency)
- F. Performance Period/Term of Contract:** Five years from the date of the Notice to Proceed
- G. Options Available:** None
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** None
- J. Funding Source:** Local

**Solicitation Information**

- A. Issue Date:** 5/1/2023
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** 5/31/2023 at 4:00 PM
- D. Proposals Received:** Four
- E. Discussion of Proposal Evaluation Process:** The Source Evaluation Committee (SEC) consists of Field Inspectors from Maintenance of Way (MOW) and Facilities Maintenance Department scored the proposal based on the following published criteria.

Qualifications of Firm	150 Maximum Points
Project Personnel	200 Maximum Points
Project Approach	250 Maximum Points
Cost /Price Proposal	<u>400 Maximum Points</u>
<b>Total Points</b>	<b>1000 Maximum Points</b>

**F. Proposal Scoring:** The Source Evaluation Committee (SEC) reviewed and evaluated the submitted technical and cost proposals. The highest-ranked Proposer displayed a significant gap in combined technical scores and cost scores. After the initial SEC meeting, the committee decided to seek clarifications to ensure the submission was correct. After the SEC's review of the responses to the questions and clarification, the SEC agreed to proceed in engaging the highest-ranked proposer in negotiation and request a revised proposal.

Firm Name	Price (for 5-Years)	Technical Points (Max.600)	Price Points (Max. 400)	Total Technical and Price Points	Final Ranking
<b>ZONE 1</b>					
BrightView, Landscape Inc	\$ 4,383,789.04	550.00	310.87	860.87	1
Good Earth Corporation	\$ 3,406,932.00	336.67	400.00	736.67	2
Eden's Touch Diversified LLC.	\$ 5,058,385.00	210.00	269.41	479.41	3
Strategic Landscape Solution	No Price Proposal	386.67	0.00	386.67	4
<b>ZONE 2</b>					
BrightView, Landscape Inc	\$ 4,529,552.16	550.00	355.35	905.35	1
Strategic Landscape Solution	\$ 4,023,933.88	386.67	400.00	786.67	2
Good Earth Corporation	\$ 4,211,328.00	336.67	382.20	718.87	3
Eden's Touch Diversified LLC.	\$ 4,892,630.00	210.00	328.98	538.98	4
<b>ZONE 3</b>					
BrightView, Landscape Inc	\$ 4,069,876.32	550.00	369.21	919.21	1
Good Earth Corporation	\$ 3,756,612.00	336.67	400.00	736.67	2
Strategic Landscape Solution	No Price Proposal	386.67	0.00	386.67	3
Eden's Touch Diversified LLC.	No Price Proposal	210.00	0.00	210.00	4
<b>ZONE 4</b>					
BrightView, Landscape Inc	\$ 4,644,017.40	550.00	359.56	909.56	1
Strategic Landscape Solution	\$ 4,174,521.00	386.67	400.00	786.67	2
Good Earth Corporation	\$ 6,444,108.00	336.67	259.12	595.79	3
Eden's Touch Diversified LLC.	No Price Proposal	210.00	0.00	210.00	4

**G. Negotiation Memorandum:** Clarification and negotiation has been initiated for this contract and is available for review in the contract file.

**H. Cost & Price Analysis:** The cost and price is fair and reasonable based on a comparison to the current market pricing and received competition and prices paid by the Authority for similar projects. All zones were awarded to the Proposer with the highest combined technical and price proposal, most advantageous and of the greatest value to the Authority.

**I. Determination of Responsibility:**

**Bond Check:** Not Applicable

**Reference Check:** Satisfactory

**Financial Responsibility Survey:** Satisfactory

**Insurance Check:** Upon award of contract

**Arithmetic Check:** Yes

**Verification of Offer:** Yes

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

**J. Protests Received:** None

**K. Determinations Required:** None

**Determination and Recommendation**

BrightView Landscape Services, Inc., is a responsible offeror and achieved the highest ranking based on technical and price factors. They have the capacity to perform this contract and are recommended for award.



## Approval of Contract for Landscape Management and Maintenance Services

### M/WBE Considerations

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 goal through 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	\$1,762,723	10.00%
Crockett Service Center	Dallas, TX	Hispanic Male	Equipment Repair	\$881,362	5.00%
Lawn Patrol Services, Inc.	Fort Worth, TX	Black Male	Landscape Maintenance Services	\$881,362	5.00%
Texas Tuff Hauling, LLC	Arlington, TX	Hispanic Male	Debris Removal	\$528,817	3.00%
Brokers Quality Grass	Carrollton, TX	Black Male	Supply Grass	\$176,272	1.00%

**TOTAL MBE PARTICIPATION:                   \$4,230,536                   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	\$1,762,723	10.00%

**TOTAL WBE PARTICIPATION:                   \$1,762,723                   10.00%\***

**TOTAL M/WBE PARTICIPATION:               \$5,993,259               34.00%\***

**NOTE:** The goal is based on the not to exceed amount of \$17,627,235. 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:

	<b>ASIAN</b>	<b>BLACK</b>	<b>HISPANIC</b>	<b>NATIVE AM.</b>	<b>WHITE</b>	<b>TWO OR MORE RACES</b>	<b>TOTAL</b>	<b>PERCENTAGE</b>
<b>MALES</b>	79	1,211	11,031	83	4,114	106	16,624	<b>91.60%</b>
<b>FEMALES</b>	40	82	592	7	781	23	1,525	<b>8.40%</b>
<b>TOTAL</b>	119	1,293	11,623	90	4,895	129	18,149	<b>100%</b>
<b>PERCENTAGE</b>	<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 for Landscape Management and Maintenance Services**

WHEREAS, landscape management and maintenance services are required to keep the landscape of DART facilities clean, healthy, and inviting in appearance; and

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

WHEREAS, a competitive sealed proposal procurement for a five-year contract with no options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed price is fair and reasonable; and

WHEREAS, funding for this contract is within Proposed FY 2024 budget and approved FY 2023 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a five-year contract with no options to Brightview Landscape Services, Inc., for landscape management and maintenance services [Contract No. C-2075875-01], for \$17,627,235, with a contingency fund of \$1,000,000, for a total authorized amount not to exceed \$18,627,235.

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

Prepared by: /s/ Bernard Jackson

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Bernard Jackson  
Sr. Executive Vice President  
Chief Operating Officer

/s/ Gene Gamez

Approved as to form:

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Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

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Nadine S. Lee  
President & Chief Executive Officer



# Agenda Report

*Committee-of-the-Whole*

<b>Attachments:</b> 1. Procurement Analysis 2. M/WBE Details	<b>Voting Requirements:</b> Majority
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**DATE:** September 12, 2023

**SUBJECT:** Approval of a Contract Modification to Increase Funding for Inspection, Certification, and Repair of DART's Fire Systems

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for inspection, certification, and repair of DART's fire systems with American Fire Protection Group [Contract No. C-2070532-01] to increase the not-to-exceed amount by \$620,000, for a new total authorized amount not to exceed \$791,426.

## FINANCIAL CONSIDERATIONS

- This contract modification to increase funding for inspection, certification, and repair of DART's fire systems is included in the Tunnel Fire Alarm System Replacement project budget of the approved FY 2023 Capital Budget.
- Sufficient funding for this contract in the amount of \$620,000 is included in both the Tunnel Fire Alarm System Replacement project budget and the Light Rail Transit Capital line item of the FY 2023 Twenty-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this contract modification will help achieve the Board Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations.
- This contract modification ensures that DART is able to maintain the integrity and safety of its fire systems and equipment along the light rail system right of way, thus protecting service reliability for customers.
- The contractor is required to inspect, certify, and repair the Fire Department Connection (FDC) standpipes located at various locations along the right of way. The FDC standpipes come up for recertification every five years.
- The cost to repair the FDC standpipes along the right of way is much higher than originally estimated due to excessive damages found during the inspection process. While inspections are required every five years, in some locations it has been longer than five years due to the COVID-19 pandemic. These repairs must be done in the immediate future to maintain the integrity of the light rail system.
- The systems will be inspected and re-certified in accordance with the National Fire Protection

Association Standards and local, State, and Federal Codes.

### **PROCUREMENT CONSIDERATIONS**

- The base term of the contract is three years from the award date of October 5, 2022, and the contract provides for one, two-year option.
- The contract pricing is fair and reasonable.
- The procurement analysis is provided as Attachment 1.

### **D/M/WBE CONSIDERATIONS**

- The goal for this contract was established in May 2022 at 10% M/WBE participation.
- American Fire Protection Group, the prime contractor, has committed to some participation.
- 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. 1**

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**Contract Information**

- A. Contract Description:** Fire Protection and Safety Contract
- B. Contractor:** American Fire Protection Group
- C. Contract Number:** C-2070532-01
- D. Contractual Action:** Increase funding
- E. Current Contract Amount:** Not to exceed \$171,426
- F. Contract Modification Amount:** \$620,000
- G. New Contract Amount:** Not to exceed \$791,426
- H. Contract Type:** Requirements
- I. Current Term of Contract:** Three years
- J. Remaining Options Available:** One, two-year option remaining
- K. Price Considerations:** The initial contract award was based on full and open competition and all bids were evaluated inclusive of option year pricing. Current pricing is in the current range of prices in the market.
- L. Negotiation Memorandum:** Available for review in the contract file.
- M. Determinations Required:** None
- 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:**  
**Debarred/Suspended list:** Not on the debarred /suspended list.

**Determination and Recommendation**

American Fire Protection Group is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.



## Approval of a Contract Modification to Increase Funding for Inspection, Certification and Repair of DART Fire Systems

### M/WBE Considerations

The goal for this contract was established in May 2022 at 10% M/WBE participation. This contract modification of \$620,000 will increase the contract amount to \$791,426. Of the modification amount, \$19,220 has been committed to the following firms:

### **MBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>
Acumen Enterprises, Inc.	DeSoto, TX	Native American Male	Supply Materials	\$9,796
Regan Ventures	Rockwall, TX	Native American Male	Supply Materials	\$9,424

**MBE PARTICIPATION (for this increase): \$19,220**

For the entire contracting period, American Fire Protection Group, the prime contractor, has committed to achieve some participation 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>
Acumen Enterprises, Inc.	DeSoto, TX	Native American Male	Supply Materials	\$12,504	1.58%
Regan Ventures	Rockwall, TX	Native American Male	Supply Materials	\$12,030	1.52%

**TOTAL MBE PARTICIPATION: \$24,534 3.10%\***

**NOTE:** The goal is based on the not to exceed amount of \$791,426. 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**

American Fire Protection Group is located in Dallas, TX and employs 121 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
<b>MALES</b>	0	2	71	0	39	112	<b>92.56%</b>
<b>FEMALES</b>	0	4	0	0	5	9	<b>7.44%</b>
<b>TOTAL</b>	0	6	71	0	44	121	<b>100.00%</b>
<b>PERCENTAGE</b>	<b>0.00%</b>	<b>4.96%</b>	<b>58.68%</b>	<b>0.00%</b>	<b>36.36%</b>	<b>100%</b>	

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

**Approval of a Contract Modification to Increase Funding for Inspection, Certification, and Repair of DART's Fire Systems**

WHEREAS, DART is obligated to keep its infrastructure in a state of good repair; and

WHEREAS, inspection, certification, and repair of DART's fire alarm systems is needed to maintain the integrity of the fire systems and equipment; and

WHEREAS, the cost to repair the Fire Department connection standpipes along the light rail system right of way is higher than originally estimated due to excessive damages found during the inspection process; and

WHEREAS, the pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current Budget and FY 2023 Twenty-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 for fire system inspection, certification, and repair services with American Fire Protection Group [Contract No. C-2070532-01], to increase the not-to-exceed amount by \$620,000, for a new total authorized amount not to exceed \$791,426.

**Approval of a Contract Modification to Increase Funding for Inspection, Certification, and Repair  
of DART's Fire Systems**

Prepared by: /s/ Bernard Jackson

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Bernard Jackson  
Sr. Executive Vice President  
Chief Operating Officer

/s/ Gene Gamez

Approved as to form:

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Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

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Nadine S. Lee  
President & Chief Executive Officer



# Agenda Report

*Committee-of-the-Whole*

<b>Attachments:</b> 1. Procurement Analysis 2. M/WBE Details	<b>Voting Requirements:</b> Majority
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**DATE:** September 12, 2023

**SUBJECT:** Approval of Contract Modification to Increase Funding for Additional Portable Radios

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification to increase funding for additional portable radios for the P25 Radio System Upgrade project with L3Harris Technologies, Inc. [Contract No. C-2068314-01], in the amount of \$718,000, for a new amount not to exceed \$24,278,715.

## FINANCIAL CONSIDERATIONS

- This contract modification for additional portable radios is included in the P25 Radio System Upgrade project budget of the approved FY 2023 Capital Budget.
- Sufficient funding for this contract modification in the amount of \$718,000 is included in both the P25 Radio System Upgrade project budget and the Agency-wide Capital line item of the FY 2023 Twenty-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this contract modification will help achieve the Board Strategic Priority 1: Enhancing security and safety experience through customer focused initiatives.
- This action improves the system security for our riders by providing a secure communication mechanism for DART security personnel, police, and rail operators. These timely communications are also needed to maintain service reliability.
- On May 24, 2022 (Resolution No. 220072), the DART Board approved a resolution authorizing award of the P25 Radio System Upgrade project. The original project included a specific number of portable radios that was based on anticipated headcount, planned operations, and required spare radios at that time.
- On February 22, 2022 (Resolution No. 220029), the Board awarded a contract for security guards to enhance the customer experience and the system security. Allocation of portable radios for contracted security personnel was not part of the original solicitation. However, with the varying needs of the people who engage the DART system, equipping this group with portable radios to expedite communication with DART Police Dispatch will be extremely valuable.
- Due to the volume of portable radios issued across Operations, the Communications group needs

to expand the portable radio spare ratio.

- The dollar amount for the additional portable radios needed for DART Police and Rail Operations is within the approved contingency funds for this contract.

### **PROCUREMENT CONSIDERATIONS**

- The term of the contract is two years and one month from the Notice to Proceed date of May 26, 2022, with no options.
- The pricing for the funding increase is fair and reasonable.
- The procurement analysis is provided as Attachment 1.

### **D/M/WBE CONSIDERATIONS**

- The goal for this contract was established in March 2022 at 20% M/WBE participation.
- L3Harris Technologies, Inc., the prime contractor, has committed to achieve some participation.
- 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. 1**

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**Contract Information**

- A. Contract Description:** P25 Radio System Upgrade
- B. Contractor:** L3Harris Technologies, Inc.
- C. Contract Number:** C-2068314-01
- D. Contractual Action:** Increase Funding
- E. Current Contract Amount:** \$23,560,715
- F. Contract Modification Amount:** \$718,000
- G. New Contract Amount:** Not to Exceed \$24,278,715
- H. Contract Type:** Definite Quantity / Definite Delivery
- I. Current Term of Contract/Performance Period:** Two years and one month from the Notice to Proceed date of May 26, 2022.
- J. Remaining Options Available:** None
- K. Price Considerations:** Cost and price is fair and reasonable based on historic prices paid by DART for similar services, the Independent Cost Estimate, and a comparative analysis of price paid by other Transit Agencies and market analysis.
- 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:** N/A  
**Arithmetic Check:** Yes  
**Verification of Offer:** Yes  
**Buy America Certification and/or Audit, if applicable:** N/A  
**Debarred/Suspended list:** Not on the debarred/suspended list.

**Determination and Recommendation**

L3Harris Technologies, Inc., is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.



**Approval of Contract Modification to Use Contingency Funding for Additional Portable Radios****M/WBE Considerations**

The goal for this contract was established in March 2022 at 20% M/WBE participation. This contract modification of \$718,000 will increase the contract amount to \$24,278,715. Of the modification amount, \$64,620 has been committed to the following firms:

**MBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>
International Towers, LLC	St. Ignatius, MT	Native American Female	Site Development, Civil Construction	\$13,642

**MBE PARTICIPATION (for this increase): \$13,642**

**WBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>
AMK Services	Johnstown, OH	White Female	LMR System Installation	\$50,978

**WBE PARTICIPATION (for this increase): \$50,978**

For the entire contracting period, L3Harris Technologies, Inc., the prime contractor, has committed to achieve some participation 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>
International Towers, LLC	St. Ignatius, MT	Native American Female	Site Development, Civil Construction	\$461,295	1.90%

**TOTAL MBE PARTICIPATION: \$461,295 1.90%\***

**WBE PARTICIPATION**

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>	<b>PERCENTAGE</b>
AMK Services	Johnstown, OH	White Female	LMR System Installation	\$1,723,789	7.10%

**TOTAL WBE PARTICIPATION: \$1,723,789 7.10%\***

**TOTAL M/WBE PARTICIPATION: \$2,185,084 9.00%\***

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**NOTE:** The goal is based on the not to exceed amount of \$24,278,715. 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

L3Harris Technologies, Inc. is located in Lynchburg, VA and employs 687 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
<b>MALES</b>	28	37	28	4	431	528	<b>76.86%</b>
<b>FEMALES</b>	10	14	5	0	130	159	<b>23.14%</b>
<b>TOTAL</b>	38	51	33	4	561	687	<b>100%</b>
<b>PERCENTAGE</b>	<b>5.53%</b>	<b>7.42%</b>	<b>4.80%</b>	<b>0.59%</b>	<b>81.66%</b>	<b>100%</b>	

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

**Approval of Contract Modification to Use Contingency Funding for Additional Portable Radios**

WHEREAS, DART requires a secure radio system for operations communications, which includes portable radios for frontline personnel; and

WHEREAS, additional portable radios are needed to outfit DART Police contracted security guards; and

WHEREAS, the expansion of the portable radio spare ratio will help ensure communications across DART operations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract modification is within current budget and FY 2023 Twenty-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 increase funding for additional portable radios for the P25 Radio System Upgrade project with L3Harris Technologies, Inc. [Contract No. C-2068314-01], in the amount of \$718,000, for a new contract amount not-to-exceed \$24,278,715.

**Approval of Contract Modification to Use Contingency Funding for Additional Portable Radios**

Prepared by: /s/ Bernard Jackson  
\_\_\_\_\_  
Bernard Jackson  
Sr. Executive Vice President  
Chief Operating Officer

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

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



# Agenda Report

*Committee-of-the-Whole*

<b>Attachments:</b> 1. Procurement Analysis 2. M/WBE Details	<b>Voting Requirements:</b> Majority
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**DATE:** September 12, 2023

**SUBJECT:** Approval of Contract Modification for Building Management Services at DART Headquarters and DART Police Headquarters

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for building management services at DART Headquarters (HQ) and DART Police Headquarters with Triad Commercial Services, Ltd. [Contract No. C-2063768-01], to: 1) exercise the final, one-year option; and 2) increase the not-to-exceed amount by \$1,600,110, for a new total authorized amount not to exceed \$4,490,444.

## FINANCIAL CONSIDERATIONS

- This contract modification for Building Management Services for DART Headquarters and DART Police Headquarters is included in the Maintenance of Way/Facilities Maintenance Department’s proposed FY 2024 Operating budget.
- Sufficient funding for this contract in the amount of \$4,490,444 is included in both the Maintenance of Way/Facilities Maintenance Department’s proposed FY 2024 Operating budget and the Total Operating Expense line item of the FY 2023 Twenty-Year Financial Plan.

## BUSINESS PURPOSE

- Approval of this option directly contributes to the cleanliness of the DART Headquarters and DART Police Headquarters facilities.
- This contract helps achieve the Board Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations.
- This contract provides for onsite building maintenance and management services including janitorial services, heating ventilation and air-conditioning (HVAC) maintenance, elevator/escalator maintenance, fire safety operations and other services as directed by DART.
- On January 25, 2022, the Board approved Resolution 220005 for onsite DART Headquarters and DART Police Headquarters building management and maintenance. This is the final option year for this contract. Exercising this one-year contract option will preserve continuity of service of the original contract.

## **PROCUREMENT CONSIDERATIONS**

- The base term of the contract is one year from the award date of February 9, 2022, and the contract provides for two, one-year options.
- The pricing for the exercise of the option year is fair and reasonable.
- The procurement analysis is provided as Attachment 1.

## **D/M/WBE CONSIDERATIONS**

- The goals for this contract were established in October 2021 at 25% MBE and 7% WBE participation.
- Triad Commercial Services, Ltd., the prime contractor, is a certified MBE firm; therefore, the MBE goal has been met. Triad Commercial Services, Ltd. has also committed to exceed the WBE 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/Exercise Option  
Modification No. 2**

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**Contract Information**

- A. Contract Description:** Building Management Services at DART Headquarters and DART Police Headquarters
- B. Contractor:** Triad Commercial Services, Ltd.
- C. Contract Number:** C-2063768-02
- D. Contractual Action:** Increase funding/exercise option
- E. Current Contract Amount:** Not to Exceed \$2,889,934
- F. Contract Modification Amount:** \$1,600,110
- G. New Contract Amount:** Not to exceed \$4,490,444
- H. Contract Type:** Firm Fixed Price
- I. Current Term of Contract/Performance Period:** 2/09/2022 through 2/08/2024
- J. Remaining Options Available:** None
- K. Price Considerations:** The initial contract award was based on full and open competition, and all bids/proposals were evaluated inclusive of option years pricing.
- L. Negotiation Memorandum:** Available for review in the contract file.
- M. Determinations Required:** None
- 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**

Triad Commercial Services is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

**Approval of Contract Modification for Building Management Services at  
DART Headquarters and DART Police Headquarters**

**M/WBE Considerations**

The goals for this contract were established in October 2021 at 25% MBE and 7% WBE participation. This contract modification of \$1,600,110 will increase the contract amount to \$4,490,444. Of the modification amount, \$208,000 has been committed to the following certified firm:

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>
Texas Elite Facility Services	Dallas, TX	Hispanic Female	Janitorial Cleaning Services	\$208,014

**WBE PARTICIPATION (for this increase):            \$208,014**

For the entire contracting period, Triad Commercial Services Ltd., the prime contractor, is a certified MBE firm; therefore, the MBE goal is met. Triad Commercial Services, Ltd. has also committed to exceed the WBE goal through utilization of the following certified firm:

<b>VENDOR</b>	<b>LOCATION</b>	<b>ETHNICITY</b>	<b>SERVICE</b>	<b>AMOUNT</b>	<b>PERCENTAGE</b>
Texas Elite Facility Services	Dallas, TX	Hispanic Female	Janitorial Cleaning Services	\$583,758	13.00%

**TOTAL WBE PARTICIPATION:    \$583,758            13.00%\***

**NOTE:** The goals are based on the not to exceed amount of \$4,490,444. If there are any changes to this amount, the original goals shall still apply.

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

**Summary of EEO-1 Report**

Triad Commercial Services Ltd. is located in Dallas, TX and employs 12 individuals. The following is an analysis of their EEO-1 report:

	<b>ASIAN</b>	<b>BLACK</b>	<b>HISPANIC</b>	<b>NATIVE AM</b>	<b>WHITE</b>	<b>TOTAL</b>	<b>Percentage</b>
<b>MALES</b>	0	3	5	0	2	10	<b>83.33%</b>
<b>FEMALES</b>	0	0	2	0	0	2	<b>16.67%</b>
<b>TOTAL</b>	0	3	7	0	2	12	<b>100%</b>
<b>PERCENTAGE</b>	<b>0.00%</b>	<b>25.00%</b>	<b>58.33%</b>	<b>0.00%</b>	<b>16.67%</b>	<b>100%</b>	



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

**Approval of Contract Modification for Building Management Services at DART  
Headquarters and DART Police Headquarters**

WHEREAS, onsite building management and maintenance services are required for DART Headquarters and DART Police Headquarters; and

WHEREAS, the contract ensures compliance with the established management and maintenance services; and

WHEREAS, the proposed price is fair and reasonable; and

WHEREAS, funding for this one-year contract option is within proposed FY 2024 Budget and FY 2023 Twenty-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 for building management services at DART Headquarters and DART Police Headquarters with Triad Commercial Services, Ltd. [Contract No. C-2063768-03], to:

Section 1: Exercise the final, one-year option.

Section 2: Increase the not-to-exceed amount by \$1,600,110, for a new total authorized amount not to exceed \$4,490,444.

**Approval of Contract Modification for Building Management Services at DART Headquarters  
and DART Police Headquarters**

Prepared by: /s/ Bernard Jackson

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Bernard Jackson  
Sr. Executive Vice President  
Chief Operating Officer

/s/ Gene Gamez

Approved as to form:

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Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

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Nadine S. Lee  
President & Chief Executive Officer



# Agenda Report

*Committee-of-the-Whole*

<p><b>Voting Requirements: Majority</b></p>
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**DATE:** September 12, 2023

**SUBJECT:** Approval of an Interlocal Agreement for GoPass® Application Licensing Between Dallas Area Rapid Transit (DART) and the City of McAllen

## 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 the City of McAllen, for licensing of the GoPass mobile app for a base term of three years with options.

## FINANCIAL CONSIDERATIONS

- Licensing and maintenance fees from the City of McAllen will help support the successful continued operation of the GoPass platform. The fees will support expenses incurred by DART for GoPass, including development fees and costs for hosting and licensing.
- In the form included as Exhibit 1 to the Resolution, the contract term will be for three years to include hosting, maintenance, and service level agreement in licensing GoPass to the City of McAllen.
- This agreement includes recurring, one-year term extensions following the completion of the base term. Either party may terminate this contract during the initial term or the recurring option years.
- Payment for GoPass licensing from City of McAllen detailed in this agreement includes a one-time payment of \$35,000 for the setup of the GoPass application and approximately \$179,798 in additional fees, including licensing fees, revenue share fees, and a credit card and gateway interchange fee. The total value of the base term of the agreement is \$214,798 with cumulative value of base plus optional platform features of \$296,798.
- Of payments for GoPass licensing from the City of McAllen detailed within the base pricing, DART will retain approximately \$103,343 from the City of McAllen with development partner Unwire retaining \$111,455.
- The initial term is for thirty-six months. Optional feature activations are also included and may be selected by the City of McAllen at any point during the agreement term. This agreement includes recurring, one-year term extensions following the completion of the base term. Either party may terminate this agreement during the initial term and the recurring option years.

## BUSINESS PURPOSE

- The purpose of this agreement is to sub-license the GoPass platform to the City of McAllen for utilization by McAllen Metro.
- Approval of this item will help achieve Board Strategic Priority 3: Innovate to enhance mobility options, business processes, and funding.
- DART has a contractual relationship with Unwire ApS (“Unwire”), and Unwire maintains, develops, and hosts the system and provides support services as defined in the Service Level Agreement (“SLA”).
- The City of McAllen wishes to enter into an agreement with DART to license GoPass, and so a three-year licensing agreement is being presented for consideration by DART’s Board of Directors.
- GoPass is a nationally recognized mobile ticketing and scheduling application in use across large portions of the DFW metroplex. Enhancements have been made that enable GoPass to function as a multi-regional platform without detriment to DART riders’ product quality.
- DART is seeking Board approval of this ILA and will make necessary changes and seek final approval from DART’s Legal and Procurement teams before executing the agreement. If any requested changes create a substantive difference to the terms outlined herein, DART staff shall return to the DART Board with the updated terms for consideration for approval. The City of McAllen staff will seek approval of this ILA from the McAllen City Council on September 6, 2023.

## **LEGAL CONSIDERATIONS**

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

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

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

**Approval of an Interlocal Agreement for GoPass® Application Licensing Between Dallas Area Rapid Transit (DART) and the City of McAllen**

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

WHEREAS, DART and the City of McAllen have entered into discussions for the City of McAllen to sublicense the GoPass application; and

WHEREAS DART is authorized to enter into this agreement through Texas Interlocal Cooperation Act, Chapter 791, 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.

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 (ILA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the City of McAllen for licensing of the GoPass mobile app for a base term of three years with options. Fees include a one-time setup fee, annual fees for hosting and maintenance, a service level agreement, recurring credit card, and gateway interchange fees.

**Approval of an Interlocal Agreement for GoPass® Application Licensing Between Dallas Area Rapid Transit (DART) and the City of McAllen**

Prepared by: /s/ Brad Cummings  
\_\_\_\_\_  
Brad Cummings  
Vice President, Business Services

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 the City of McAllen, (herein referred to as “City of McAllen or “The City”), located at 1300 Houston Avenue, City Hall, 2<sup>nd</sup> Floor, McAllen, Texas 78501 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 herein referred to as a “Party” and collectively referred to as the “Parties”). The Agreement governs the City of McAllen’s Use (defined below) of a certain mobile ticketing application, referred to as “GoPass®,” limited as set forth herein.

**WHEREAS**, The City of McAllen owns the assets of the motor bus transit system known as McAllen Metro which operates a motor bus transit system conducted in and about City of McAllen Texas, a city in Hidalgo County in South Texas. McAllen Metro also operates a microtransit system called “MicroMcAllen” which is a demand-response service through a contract with RideCo.

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

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

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

**WHEREAS**, DART and City of McAllen will agree to a Three-Year (3) licensing agreement to commence by both parties on the date the ILA is signed by all parties.

**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 City of McAllen 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,

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specifications, or other documentation applicable to the System software provided to City of McAllen by DART.

- g. "Licensor" means Unwire ApS. Unwire ApS may also be referred to as "Unwire" 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 City of McAllen 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, City of McAllen agrees to be bound by the terms of the Agreement. The undersigned signatories on behalf of City of McAllen and DART represent he or she has signing authority. If the undersigned does not have such authority, City of McAllen 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 City of McAllen received the software.

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

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 City of McAllen a limited, non-exclusive, non-sublicensable, and non-transferable license to Use the System as set forth herein and solely for City of McAllen's internal operations, in accordance with the Documentation, and within City of McAllen and McAllen Metro's existing service area to include MicroMcAllen, the microtransit service offered by McAllen Metro through a contract with RideCo. McAllen Metro, MicroMcAllen and the City of McAllen are solely responsible for the consequences of the city's use including, without limitation, obtaining any and all permits, licenses and other regulatory or other approvals required for such Use. The City of McAllen hereby accepts all responsibility for such Use at City of McAllen's sole risk. The System software provided to City of McAllen hereunder may contain open-source software, subject to separate license terms made available with the software or Documentation.

- a. City of McAllen's license is valid solely for the Term or period of time specified below in Section 14 hereof. City of McAllen's right to Use the System software begins on the date the software is made available to City of McAllen for download or installation and continues until the end of the Term set forth below, unless otherwise terminated earlier under this Agreement or otherwise.
- b. City of McAllen is solely responsible for: (a) selecting the appropriate software and equipment for use in City of McAllen'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 McAllen Metro's operations, the



## Exhibit 1

Application and the System software provided operate as intended and according to the Documentation; and (d) ensuring that the System and software provided meets City of McAllen's requirements. City of McAllen assumes all risks arising from its evaluation of the System, related software, and Documentation.

- c. The license granted hereunder is conditioned upon City of McAllen'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.
  - d. 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 City of McAllen shall have no further right to Use the System in any way. DART shall provide City of McAllen notice within 30 days prior to termination of the SLA. City of McAllen 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.
  - e. 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. City of McAllen'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. City of McAllen hereby covenants that it will not challenge DART's or Unwire's rights to or ownership of the System (including derivatives and improvements), any DART, Unwire, 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 Unwire'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 Unwire 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 City of McAllen 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**. City of McAllen shall not: and will not authorize a third party to:
- a. transfer, sublicense, or assign City of McAllen's rights under this license to any other person or entity, unless expressly authorized by DART and Unwire in advance in writing.
  - b. modify, adapt, or create derivative works of the System software or Documentation.

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- 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 Unwire 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 Unwire 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 Unwire in the System.

6. **DART RESPONSIBILITIES.**

- a. Communication. DART shall identify a project representative to coordinate all communication with City of McAllen in regard to this agreement. City of McAllen shall not communicate with DART's licensors regarding this Agreement or regarding 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 Unwire and which sets out services to be provided to City of McAllen by Unwire.
- b. Tickets. DART shall incorporate or cause to be incorporated, City of McAllen ticket types, pricing, logo and service marks into the App and make the City of McAllen 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 City of City of McAllen.
- c. Refunds. As part of resolving customer complaints, DART may make refunds to City of McAllen 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 City of McAllen customers shall require the approval of City of City of McAllen. Refunds by DART shall be processed electronically with City of McAllen funds accessed through the Back Office.
- d. Back Office. DART shall provide or cause to be provided to City of McAllen a portal to a portion of the Back Office to access City of McAllen data. City of McAllen data shall be available in the Back Office for at least eighteen (18) months from the date of the transaction.
- e. App Stores. DART shall be responsible for posting the App to the appropriate App stores and for keeping the App current, as DART determines to be necessary, at no charge to City of City of McAllen.
- f. DART will provide commercially reasonable efforts to: (a) cause the System to be

delivered to City of McAllen without disruption to functionality, and (b) to cooperatively resolve any issues either or both Parties may have with Unwire or each other.

7. **CITY OF MCALLEN RESPONSIBILITIES.**

- a. **Communication.** City of McAllen 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, City of McAllen shall be responsible for modifying City of McAllen user interfaces are available for sale in the App using tools available in the Back Office. It shall be City of McAllen responsibility to ensure that the data entered is accurate, either by direct data entry when available to City of City of McAllen, or by consistent and diligent review when direct data entry is not available to City of City of McAllen. DART assumes no responsibility for the accuracy of City of McAllen data.
- c. **Tickets.** Until City of McAllen has obtained direct access for data entry, City of McAllen shall provide information about the user interfaces (ticket type and price) that it desires to be made available through the App. City of McAllen shall notify DART in writing of changes in such information.

8. **WARRANTY.**

Unwire warrants that the System provided under this Agreement will be free from defects in workmanship and will conform to requirements of this Agreement. City of McAllen shall provide written notice to DART of any defect or nonconformance of the System to be addressed by Unwire. This notice shall state whether City of McAllen requests or requires Correction of such defect or shall indicate that City of McAllen does not require correction. If Unwire is required to correct or reperform, it shall be at no cost to City of McAllen and Correction provided by Unwire 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. The System software is provided "as is" and DART and Unwire expressly disclaims all warranties, conditions, or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. DART and Unwire does not warrant that the System or System software will operate uninterrupted or error-free or that all errors will be corrected. DART and Unwire does not warrant that the System or system software or any equipment, system, or network on which the software is used will be free of vulnerability to intrusion or attack.

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

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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 disclaim any and all responsibility for costs that may be incurred by City of McAllen 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 City of McAllen, 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 City of McAllen 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.

10. City of McAllen 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 City of McAllen THE RIGHTS SET FORTH HEREIN IN THE ABSENCE OF ANY OF THESE PROTECTIONS AND PROVISIONS.

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

Notwithstanding any other provision of this Agreement, City of McAllen is not permitted to use Upgrades unless City of City of McAllen, 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 City of McAllen Use of Upgrades or copies to Use on devices City of McAllen owns or leases; and
  - c. unless otherwise provided in the Documentation, makes, and uses additional copies solely for backup purposes, and which backup is limited to archiving for restoration purposes.
12. **TOKEN SHARING AGREEMENT.** The Token Sharing Agreement governing certain payment procedures and protocols, attached hereto as Exhibit B, and incorporated herein for all purposes, will simultaneously be executed by the Parties upon execution of this Agreement.
  13. **SERVICE LEVEL AGREEMENT.** Terms for the Service Level Agreement ("SLA") are included in Exhibit C. DART and Unwire have certain responsibilities for performing troubleshooting activities and support for City of McAllen as detailed in Exhibit C. Unwire 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. Unwire

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is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Notwithstanding the foregoing, certain service incidents shall also be reported to DART as set out in Exhibit C.

14. **AUDIT.** During the Term hereof and for a period of three (3) years after its expiration or termination, City of McAllen will take reasonable steps to maintain complete and accurate records of City of McAllen 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, City of McAllen will certify accurate counts regarding City of McAllen Use of the System software. If the certified count discloses underpayment of License Fees, City of McAllen will promptly pay such License Fees to DART, plus an interest rate of five percent (5%) per annum on unpaid sums.
15. **TERM AND TERMINATION.** This Agreement shall commence on the date it is last executed by a Party and shall remain effective for Three Years (3) thereafter ("Initial Term"), unless earlier terminated as set forth herein. This Agreement will terminate at DART's discretion and upon written notice from DART if City of McAllen breaches its terms, or if City of McAllen fails to pay any portion of the License Fees as required herein and City of McAllen 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, City of McAllen shall cease Use of the System and shall destroy all copies of System software in City of McAllen possession or control. Upon the expiration of the Initial Term this agreement shall automatically be renewed for successive terms of one-year each without further action of the Parties, unless sooner terminated as provided herein. At any time following the expiration of the Initial Term, DART or City of McAllen may terminate this agreement by giving the other Party at least sixty (60) days prior written notice of the intent to terminate.
16. **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.  
  
City of McAllen may not transfer or assign these license rights to another person or entity without DART's advance written approval. Any attempted transfer or assignment in violation of the foregoing shall be void and of no effect.
16. **SURVIVAL.** Sections 3, 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 applicable open records requirements each Party shall keep such Confidential Information provided by the other confidential and shall not use the Confidential Information for the benefit of any third party or in violation of the terms of this Agreement. Except as required by applicable law, City of McAllen 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

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confidential to the same extent as required herein. City of McAllen may only use the Confidential Information as necessary to exercise the rights expressly granted hereunder. Subject to applicable law, including applicable records retention requirements, upon expiration or termination of this License, Each Party shall destroy all Confidential Information learned or received from the other and provide written certification of same signed by an officer of that Party. Except when disclosure is required by law each Party shall be responsible for ensuring that any third party receiving Confidential Information from such Party shall comply with the confidentiality and non-disclosure terms herein and shall be responsible for any breach thereof by any third party. Any breach of the provisions of this Section is a breach of this Agreement and may cause irreparable harm to the non-breaching Party who shall be entitled to receive injunctive or equitable relief, in addition to all other available legal remedies.

18. **RELEASE.** City of McAllen 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 City of McAllen 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 or after to 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 or related with this Agreement shall be only in Dallas County, Texas or the Federal District Court, Northern District of Texas, Dallas Division. By their signatures below, the Parties irrevocably submit themselves to exclusive jurisdiction as set forth herein.
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 City of McAllen 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 City of City of McAllen.
23. **REGISTERED TRADEMARKS.** City of McAllen 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.
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 agency 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

**CITY OF MCALLEN:** City of McAllen  
1300 Houston Avenue  
City Hall-2<sup>nd</sup> Floor.  
McAllen, Texas 78501  
Attention: Roel “Roy” Rodriguez, P.E., M.P.A.  
City Manager

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.

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**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**

**CITY OF MCALLEN**

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

**By:** \_\_\_\_\_  
**Roel "Roy" Rodriguez, P.E., M.P.A.**  
**City Manager**

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

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

**Approved as to Form:**

\_\_\_\_\_  
**Isaac J. Tawil, City Attorney**

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

Exhibit A      Exhibit A: Pricing & Feature Scope

Exhibit B      Token Sharing Agreement

Exhibit C      Service Level Agreement



**Feature Scope:**

***GoPass App Delivery***

**Overview:** Hosting and Operation of the City of McAllen System instance within the GoPass branded application and including 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 City of City of McAllen.

**Setup Fees and One-Time Development Charges**

GoPass Application Setup and Implementation Fee **\$35,000 (One-Time)**

**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 **\$48,000 (Annual)**  
*(Includes: Platform license, maintenance, hosting, and support)*

Service Level Charge (SLA Charge) **\$6,000 (Annual)**

**Credit Card Interchange Fees and Gateway Fees**

Credit Card Interchange Fees and Gateway Fees **2.5% Surcharge**  
*(Credit card interchange fees and gateway fees will be incurred if DART processes transactions on behalf of City of McAllen). Once DART transitions PSP from Payeezy to CyberSource, these fees will be directly incurred by City of McAllen, and DART will cease collecting the 2.5% Surcharge).*

**Automatic Renewal/Extension:**

Upon the expiration of the Initial Term this agreement shall automatically be renewed for successive terms of one-year each without further action of the Parties, unless sooner terminated as provided herein. At any time following the expiration of the Initial Term, DART or City of McAllen may terminate this agreement by giving the other Party at least sixty (60) days prior written notice of the intent to terminate. The following fees will apply at the same rates as the base contract for optional extension years:

Contractor Transactional Fees **2% of App Revenue**

Operational Fees and Charges **\$48,000 (Annual)**

Service Level Charge (SLA Charge) **\$6,000 (Annual)**

Credit Card Interchange Fees and Gateway Fees

**2.5% Surcharge**

If City of McAllen has elected for any Optional Features with recurring fees, these fees will also still apply during option year periods, should those optional years be elected.

**Optional App Features & On-Demand/Microtransit Software Development Work:**

All optional features listed below may be optionally activated at a time of City of McAllen 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**

GoPass has integrated Microtransit through a combined solution created with multiple third-party vendors, who operate through integration to the GoPass platform. Today, two such vendors have integrations of this sort: Spare and RideCo. In configurations facilitated through GoPass, riders will request a ride through the GoPass App, which will dispatch estimates and bookings to the scheduling platforms of either Spare or RideCo.

This model is inherently flexible across multiple vehicle operator vendors.

If City of McAllen wishes to exercise the Microtransit option, they will need to setup a relationship directly with on-demand vendors supported by the platform. These include: Spare or RideCo. The fees detailed herein apply only to the activation of this service and accessibility for booking of trips through the GoPass Mobile platform, not the licensing, support, and operation of the services provided by Spare or RideCo. Scheduling/Booking services and access to software solutions must be separately contracted from Spare or RideCo.

Activation Fee & Setup of Zones **\$10,000 (One-time)\***

Maintenance Cost for On-Demand Service Integration **\$12,000 (Annual)**

*\*The Fee for Activation and Setup of Zones assumes configuration of a standard on-demand solution with Spare, 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.*

*\*Set up of a new On-Demand integration with a vendor currently **not** integrated into the GoPass platform will require additional fees and development work.*

- *The fees above apply separately from fees incurred by Spare, and RideCo for the operation of services.*
- *Fees will only begin once City of McAllen On-Demand integration to GoPass is completed and activated.*

- *Subsequent zone setup and Zone configuration will be offered free of charge.*
- *The addition of new operators to this model is also offered free of charge.*
- *If any deviation from the current scope of activities for Microtransit is incurred, then additional costs may be incurred.*

**Elerts See Something SDK Integration**

Elerts SDK Integration

**\$5,000 (One-Time) + \$2,400 (Annual)**

**Trip Planning Website Tool**

Trip Planner Website Tool

**\$12,000 (Annual)**

**GoPass Customer Facing Website**

GoPass Customer Facing Website

**\$4,800 (Annual)**

**(\$400 x 12 = \$4,800)**

**Additional Work Fees on Ad-Hoc Basis:**

Should City of McAllen require additional development in support of their objectives, this work can be obtained from Unwire 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 the date of this agreement commencing from base rate in 2023:

Vendor Hourly Rate

**\$200 (Hourly)**

*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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**CITY OF MCALLEN ILA Agreement – Exhibit B – CITY OF MCALLEN Token Sharing Agreement**

This agreement (“Agreement”) is between the City of McAllen , 1300 Houston Avenue, City Hall-2<sup>nd</sup> Floor, McAllen, Texas 78501 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 herein referred to as a “Party” and collectively referred to as the “Parties”). The Agreement governs City of McAllen Use (defined below) of a certain mobile ticketing application, referred to as “GoPass®,” limited as set forth herein.

**WHEREAS**, the Parties have entered an Interlocal Agreement (ILA) dated simultaneously herewith to provide mobile ticketing services in order to allow City of McAllen to access and utilize GoPass mobile ticketing products; and

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

**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. “Unwire” means Unwire 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 a Token to be used for future transactions with the User.
- 2.02. A Token may be shared between Parties or with Unwire 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 all Tokens and records of Tokens from storage and use and the Parties shall no longer be entitled to use such Tokens for any purpose.

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

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

#### 5.00 **MISCELLANEOUS PROVISIONS**

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

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**

**CITY OF MCALLEN**

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

By: \_\_\_\_\_  
Roel "Roy" Rodriguez, P.E., M.P.A.  
City Manager

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

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

**UNWIRE ApS**

By: \_\_\_\_\_  
Jesper Thor Rasmussen  
Chief Executive Officer

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

**Approved as to Form:**

\_\_\_\_\_  
Isaac J. Tawil, City Attorney

## City of McAllen Transit ILA Agreement – Exhibit C – Service Level Agreement

### 1.00 PURPOSE

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

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

Unwire 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 Unwire.

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

### 2.00 SERVICE LEVELS

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 City of McAllen from time to time, unless otherwise specified.

*Table 1 Service Levels*

Service Levels	Description
Premium	Same as <i>Standard plus</i> 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.

City of McAllen will be provided "**Premium**" service level.

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

### 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
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 City of McAllen that affects the software and the systems without Unwire’s prior approval is not considered Downtime.

### 3.1 SERVICE WINDOWS

Service windows related to necessary system changes and maintenance will be done outside normal working hours as set forth in Table 3. Unwire reserves the right to extend the service windows to 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
Premium*	02.00 – 04.00 (one day a week)

\* All regular and extended service windows are notified by Unwire 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, City of McAllen will be compensated by Unwire as set forth in Table 4. This compensation will appear in the monthly invoice to City of McAllen.

*Table 4 Availability penalty*

Service Level	Availability Penalty
Premium	“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 Unwire 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 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 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 were 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

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

#### 4.1 INCIDENT REACTION TIMES

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

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

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 INQUIRIES**

In addition to reporting incidents and bugs as per above, City of McAllen may make cost-free support inquiries to DART.

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

**6.00 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 a Public Cloud environment at Amazon Web Service in USA.

Unwire 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 Unwire’s Production and Staging environment will be located at the public cloud environment in USA. Other environments, e.g., test setup, may be located at Unwire’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 Unwire’s private cloud environment in the EU.

**7.00 LIMITATION AND EXCLUSIONS OF LIABILITY**

Liability, if any, of DART and/or Unwire, and/or their affiliates, officers, directors, employees, agents, suppliers, to City of McAllen, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the License Fees paid by City of McAllen 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. 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 disclaim any and all responsibility for costs that may be incurred by City of McAllen resulting from downtime of the Payment Service Provider's services.

**8.00 CUSTOMER'S SECURITY OBLIGATIONS**

City of McAllen conduct may affect the operation of the systems. In order to guard against unauthorized access to the City of McAllen's information and operation, services are protected by an access control function. This is predominantly 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 City of McAllen contributes to maintaining this. All parties to include Unwire, DART and City of McAllen 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.

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

If the Customer's security obligations are not fulfilled, Unwire 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**

**CITY OF MCALLEN**

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

By: \_\_\_\_\_  
**Roel "Roy" Rodriguez, P.E.,**  
**M.P.A. City Manager**

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

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

**UNWIRE ApS**

**Approved as to Form:**

By: \_\_\_\_\_  
**Jesper Thor Rasmussen**  
**Chief Executive Officer**

\_\_\_\_\_  
**Isaac J. Tawil, City Attorney**

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





# Agenda Report

*Committee-of-the-Whole*

<p><b>Voting Requirements: Majority</b></p>
---

**DATE:** September 12, 2023

**SUBJECT:** Approval of FY 2024 Goals and Performance Measures for Board Administrator

## BOARD ACTION

Approval of a resolution approving the FY 2024 goals and performance measures for Lon Nickles, Board Administrator, as shown in Exhibit 1 to the Resolution.

## PURPOSE

- DART has consistently used a system of establishing goals and tracking performance measures to provide a focus for strategic and operational improvement, create an analytical basis for decision-making, and provide focus on the priorities set by the Board.
- On February 25, 2020 (Resolution No. 200023), the Board established the following Strategic Priorities for FY 2021 – FY 2025:
  1. Enhance the safety and service experience through customer-focused initiatives.
  2. Provide stewardship of the transit system, agency assets and financial obligations.
  3. Innovate to enhance mobility options, business processes and funding.
  4. Pursue excellence through employee engagement, diversity, development and well-being.
  5. Enhance DART's role as a recognized local, regional and national transportation leader.
- In order to move the agency in the direction described in the Strategic Priorities, the Board establishes annual goals and performance measures for the Board Administrator.
- Since May 2023, representatives from McKinsey & Company, Inc. (McKinsey) have worked with the DART Board to develop goals and performance measures for the four individuals who report directly to the DART Board.
- The purpose of this item is to review and approve the FY 2024 goals and performance measures for Lon Nickles, Board Administrator.

## **LEGAL CONSIDERATIONS**

- Section 452.504 of the Texas Transportation Code authorizes the Board to appoint, as necessary, members or non-members as assistant secretaries.



**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of FY 2024 Goals and Performance Measures for  
Board Administrator**

WHEREAS, DART has consistently used a system of establishing goals and tracking performance measures to provide a focus for strategic and operational improvement, create an analytical basis for decision making, and provide focus on the priorities set by the Board; and

WHEREAS, in order to move the agency in the direction described in the Strategic Priorities, the Board establishes annual goals and performance measures for the Board Administrator; and

WHEREAS, since May 2023, representatives from McKinsey & Company, Inc. have worked with the DART Board to develop goals and performance measures for the four individuals who report directly to the DART Board; and

WHEREAS, the FY 2024 goals and performance measures for Lon Nickles, Board Administrator, have been reviewed and approved by the Committee; and

WHEREAS, Mr. Nickles is familiar with and has received the goals and performance measures.

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

Section 1: The FY 2024 goals and performance measures for Lon Nickles, Board Administrator, included as Exhibit 1 to this Resolution, are hereby adopted and are to be used in evaluating Mr. Nickles's performance for FY 2024.

Section 2: Mr. Nickles has acknowledged receiving and has stated his agreement with the FY 2024 goals and performance measures as shown as Exhibit 1 to this Resolution.

**Approval of FY 2024 Goals and Performance Measures for  
Board Administrator**

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Rodney Schlosser  
Secretary

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Michele Wong Krause  
Chair

APPROVED AS TO FORM:

ATTEST:

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Gene Gamez  
General Counsel

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Nadine S. Lee  
President & Chief Executive Officer

---

Date

**Approval of FY 2024 Goals and Performance Measures for  
Board Administrator**

This information will be provided separately.



# Agenda Report

*Committee-of-the-Whole*

<p><b>Voting Requirements: Majority</b></p>
---

**DATE:** September 12, 2023

**SUBJECT:** Approval of FY 2024 Goals and Performance Measures for General Counsel

## BOARD ACTION

Approval of a resolution approving the FY 2024 goals and performance measures for Gene Gamez, General Counsel, as shown in Exhibit 1 to the Resolution.

## PURPOSE

- DART has consistently used a system of establishing goals and tracking performance measures to provide a focus for strategic and operational improvement, create an analytical basis for decision making, and provide focus on the priorities set by the Board.
- On February 25, 2020 (Resolution No. 200023), the Board established the following Strategic Priorities for FY 2021 – FY 2025:
  1. Enhance the safety and service experience through customer-focused initiatives.
  2. Provide stewardship of the transit system, agency assets and financial obligations.
  3. Innovate to enhance mobility options, business processes and funding.
  4. Pursue excellence through employee engagement, diversity, development and well-being.
  5. Enhance DART's role as a recognized local, regional and national transportation leader.
- In order to move the agency in the direction described in the Strategic Priorities, the Board establishes annual goals and performance measures for the General Counsel.
- Since May 2023, representatives from McKinsey & Company, Inc. have worked with the DART Board to develop goals and performance measures for the four individuals who report directly to the DART Board.
- The purpose of this item is to review and approve the FY 2024 goals and performance measures for Gene Gamez, General Counsel.

## **LEGAL CONSIDERATIONS**

- Section 452.101(2) of the Texas Transportation Code authorizes the Board to appoint attorneys and prescribe their duties, compensation, and tenure.

**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of FY 2024 Goals and Performance Measures for  
General Counsel**

WHEREAS, DART has consistently used a system of establishing goals and tracking performance measures to provide a focus for strategic and operational improvement, create an analytical basis for decision making, and provide focus on the priorities set by the Board; and

WHEREAS, in order to move the agency in the direction described in the Strategic Priorities, the Board establishes annual goals and performance measures for the General Counsel; and

WHEREAS, since May 2023, representatives from McKinsey & Company, Inc. have worked with the DART Board to develop goals and performance measures for the four individuals who report directly to the DART Board; and

WHEREAS, the FY 2024 goals and performance measures for Gene Gamez, General Counsel, have been reviewed and approved by the Committee; and

WHEREAS, Mr. Gamez is familiar with and has received the goals and performance measures.

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

Section 1: The FY 2024 goals and performance measures for Gene Gamez, General Counsel, included as Exhibit 1 to this Resolution, are hereby adopted and are to be used in evaluating Mr. Gamez's performance for FY 2024.

Section 2: Mr. Gamez has acknowledged receiving and has stated his agreement with the FY 2024 goals and performance measures as shown as Exhibit 1 to this Resolution.

**Approval of FY 2024 Goals and Performance Measures for  
General Counsel**

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Rodney Schlosser  
Secretary

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Michele Wong Krause  
Chair

APPROVED AS TO FORM:

ATTEST:

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Gene Gamez  
General Counsel

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Nadine S. Lee  
President & Chief Executive Officer

---

Date

**Approval of FY 2024 Goals and Performance Measures for  
General Counsel**

This information will be provided separately.





# Agenda Report

*Committee-of-the-Whole*

<p><b>Voting Requirements: Majority</b></p>
---

**DATE:** September 12, 2023

**SUBJECT:** Approval of FY 2024 Goals and Performance Measures for President & Chief Executive Officer

## BOARD ACTION

Approval of a resolution approving the FY 2024 goals and performance measures for Nadine S. Lee, President & Chief Executive Officer, as shown in Exhibit 1 to the Resolution.

## PURPOSE

- DART has consistently used a system of establishing goals and tracking performance measures to provide a focus for strategic and operational improvement, create an analytical basis for decision making, and provide focus on the priorities set by the Board.
- On February 25, 2020 (Resolution No. 200023), the Board established the following Strategic Priorities for FY 2021 – FY 2025:
  1. Enhance the safety and service experience through customer-focused initiatives.
  2. Provide stewardship of the transit system, agency assets and financial obligations.
  3. Innovate to enhance mobility options, business processes and funding.
  4. Pursue excellence through employee engagement, diversity, development and well-being.
  5. Enhance DART’s role as a recognized local, regional and national transportation leader.
- In order to move the agency in the direction described in the Strategic Priorities, the Board establishes annual goals and performance measures for the President & Chief Executive Officer. These goals and performance measures in turn guide the development of the annual budget and financial plan, department work plans, specific projects, and ultimately performance plans for employees. Creating a clear “line of sight” through all levels is important for creating accountability throughout the agency and helps maintain focus on the Strategic Priorities.
- The Employment Agreement with Nadine S. Lee, DART’s President & Chief Executive Officer, requires that methods and criteria, including specific goals and other performance indicators, are to be developed for use in evaluating the performance of Ms. Lee.

- Since May 2023, representatives from McKinsey & Company, Inc. have worked with the DART Board to develop goals and performance measures for the four individuals who report directly to the DART Board.
- The purpose of this item is to review and approve the FY 2024 goals and performance measures for Nadine S. Lee, President & Chief Executive Officer.

## **LEGAL CONSIDERATIONS**

- Section 452.104 of the Texas Transportation Code provides that the Executive Director shall administer the daily operation of the authority.
- Section V., Performance Evaluation, of the Employment Agreement between DART and Nadine S. Lee contains provisions under which the Board approves goals and performance measures to use in evaluating Ms. Lee's performance.

**DRAFT**

**RESOLUTION**

**of the**

**DALLAS AREA RAPID TRANSIT BOARD**

**(Executive Committee)**

**Approval of FY 2024 Goals and Performance Measures for  
President & Chief Executive Officer**

WHEREAS, DART has consistently used a system of establishing goals and tracking performance measures to provide a focus for strategic and operational improvement, create an analytical basis for decision making, and provide focus on the priorities set by the Board; and

WHEREAS, in order to move the agency in the direction described in the Strategic Priorities, the Board establishes annual goals and performance measures for the President & Chief Executive Officer which guide the development of the annual budget and financial plan, department work plans, specific projects, and ultimately performance plans for employees, thereby creating a clear “line of sight” through all levels of the organization and accountability throughout the agency; and

WHEREAS, since May 2023, representatives from McKinsey & Company, Inc. have worked with the DART Board to develop goals and performance measures for the four individuals who report directly to the DART Board; and

WHEREAS, the FY 2024 goals and performance measures for Nadine S. Lee, President & Chief Executive Officer, have been reviewed and approved by the Committee; and

WHEREAS, the Board desires to establish goals and performance measures for the President & Chief Executive Officer for FY 2024.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Board adopts the goals and performance measures for the President & Chief Executive Officer for FY 2024 as shown in Exhibit 1 to this Resolution.

**Approval of FY 2024 Goals and Performance Measures for  
President & Chief Executive Officer**

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Rodney Schlosser  
Secretary

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Michele Wong Krause  
Chair

APPROVED AS TO FORM:

ATTEST:

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Gene Gamez  
General Counsel

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Nadine S. Lee  
President & Chief Executive Officer

---

Date

**Approval of FY 2024 Goals and Performance Measures for  
President & Chief Executive Officer**

This information will be provided separately.



# Agenda Report

*Committee-of-the-Whole*

<b>Voting Requirements:</b> 2/3
------------------------------------

**DATE:** September 12, 2023

**SUBJECT:** Approval to Spend Mobility Assistance and Innovation Funds

## RECOMMENDATION

Approval of a resolution to approve spending Mobility Assistance and Innovation Funds (MAIF) as shown in Exhibit 1 to the resolution.

## BUSINESS PURPOSE AND FINANCIAL CONSIDERATIONS

- The attached resolution requests Board approval to spend MAIF as shown in Exhibit 1 to the resolution.
- On April 18, 2023 (Resolution No. 230039), the Board approved the Financial Standards for the FY 2024 Annual Budget and 20-Year Financial Plan. The proposed FY 2024 20-Year Financial Plan meets all standards.
- Finance briefed the Board in June on the financial outlook for FY 2024 and in July on the proposed 20-Year Financial Plan and the assumptions used to prepare it.
- The proposed FY 2024 20-Year Financial Plan includes approving \$114,800,000 from the MAIF to pay for increases in GoLink service over the 20 years of the plan in response to increased demand. This innovative, flexible program can be used to quickly provide service to areas where fixed-route service is inadequate or to develop and test demand for future service.
- On August 22, 2023 (Resolution No. 230111), the Board approved the distribution of the proposed FY 2024 Annual Budget and 20-Year Financial Plan to the municipalities within DART's service area for review in accordance with Section 452.113(3) of the Texas Transportation Code and Article VI, Section 3 of the Board Bylaws, which DART staff did on August 24. Staff also briefed interested City Managers and Finance Directors on the major elements of the proposed budget on September 7, 2023.
- Approval of this item supports all five Board Strategic Priorities:
  - 1. Enhance the safety and service experience through customer-focused initiatives.
  - 2. Provide stewardship of the transit system, agency assets, and financial obligations.
  - 3. Innovate to enhance mobility options, business processes, and funding.
  - 4. Pursue excellence through employee engagement, diversity, development, and well-being.
  - 5. Enhance DART's role as a recognized local, regional, and national transportation leader.

## LEGAL CONSIDERATIONS

- Section 452.054 of the Texas Transportation Code authorizes the Agency to exercise all powers necessary or convenient to carry out the purposes or provisions of the statute.
- Article III, Section 14 of the DART Board Bylaws states that pursuant to the Code, Bylaws, or other Board policies or resolutions, actions may be taken by an affirmative vote of two-thirds of the number of appointed and qualified members of the Board.
- Article VII of the DART Board Bylaws states that the Board shall adopt and provide for the enforcement of rules, policies, or procedures in connection with the management, operation, and control of DART.
- DART Board Policy II.02, Financial Standards Policy, requires the Board to review and approve a set of Financial Standards each year as part of the financial planning process. Financial Standard G7 requires DART to maintain a Mobility Assistance and Innovation Fund for capital or operating projects and initiatives that advance the goals and objectives identified by the Agency, as well as mitigation of fare increases. Authorization to spend MAIF funds requires the affirmative vote of two-thirds of the appointed and qualified members of the Board.

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

**Approval to Spend Mobility Assistance and Innovation Funds**

WHEREAS, DART Board Policy II.02, Financial Standards Policy, requires the Board to review and approve a set of Financial Standards each year as part of the financial planning process; and

WHEREAS, on April 18, 2023 (Resolution No. 230039), the Board approved the Financial Standards (including the General Standards, Business Planning Parameters, and Debt Service Standards) to govern the FY 2024 20-Year Financial Plan; and

WHEREAS, Financial Standard G7 requires DART to maintain a Mobility Assistance and Innovation Fund for capital or operating projects and initiatives that advance the goals and objectives identified by the Agency, as well as mitigation of fare increases; and

WHEREAS, the FY 2024 20-Year Financial Plan meets all Financial Standards; and

WHEREAS, staff distributed the proposed FY 2024 20-Year Financial Plan to the governing bodies of the municipalities within DART's service area (Resolution No. 230111) at least 30 days prior to Board approval in accordance with Article VI, Section 3 of the Board Bylaws; and

WHEREAS, the proposed FY 2024 20-Year Financial Plan includes moving \$114,800,000 from the Mobility Assistance and Innovation Fund to pay for increased GoLink service for the 20 years of the plan in response to increased demand; and

WHEREAS, authorization to spend Mobility Assistance and Innovation Funds requires the affirmative vote of two-thirds of the appointed and qualified members of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Mobility Assistance and Innovation Fund allocation is approved, as shown in Exhibit 1.



**Approval to Spend Mobility Assistance and Innovation Funds**

Prepared by: /s/ Elizabeth Reich

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M. Elizabeth Reich  
Chief Financial Officer

/s/ Gene Gamez

Approved as to form: Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

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Nadine S. Lee  
President & Chief Executive Officer



# Agenda Report

*Committee-of-the-Whole*

**Voting Requirements:  
Majority**

**DATE:** September 12, 2023

**SUBJECT:** Approval of Fiscal Year (FY) 2024 Annual Budget

## RECOMMENDATION

Approval of a resolution approving the FY 2024 Annual Budget in the amount of \$1,803,306,234.

## BUSINESS PURPOSE AND FINANCIAL CONSIDERATIONS

- The attached resolution requests Board approval of the FY 2024 Annual Budget of \$1,803,306,234, which is distributed among the operating, capital, and debt service budgets, as shown below:

Operating	\$687,245,720
Capital & Non-Operating	894,421,191
Debt Service	221,639,323
<b>Total FY 2024 Annual Budget</b>	<b>\$1,803,306,234</b>

- On April 18, 2023 (Resolution No. 230039), the Board approved the Financial Standards for the FY 2024 Annual Budget and 20-Year Financial Plan. The proposed FY 2024 Annual Budget meets all standards.
- Finance briefed the Board in June on the financial outlook for FY 2024 and in July on the proposed operating, capital, and debt service budgets and the assumptions used to prepare them.
- On August 22, 2023 (Resolution No. 230111), the Board approved the distribution of the proposed FY 2024 Annual Budget to the municipalities within DART’s service area for review in accordance with Section 452.113(3) of the Texas Transportation Code and Article VI, Section 3 of the Board Bylaws, which DART staff did on August 24. Staff also briefed interested City Managers and Finance Directors on the major elements of the proposed budget on September 7, 2023.
- Approval of this item supports all five Board Strategic Priorities:
  - 1. Enhance the safety and service experience through customer-focused initiatives.
  - 2. Provide stewardship of the transit system, agency assets, and financial obligations.
  - 3. Innovate to enhance mobility options, business processes, and funding.
  - 4. Pursue excellence through employee engagement, diversity, development, and well-being.
  - 5. Enhance DART’s role as a recognized local, regional, and national transportation leader.

## LEGAL CONSIDERATIONS

- Section 452.113(3) of the Texas Transportation Code requires the Agency to make the proposed annual budget available to the governing bodies of each municipality in the authority at least 30 days before the date of the adoption of the final annual budget.
- Section 452.545 of the Texas Transportation Code requires the Board to develop, recommend, and approve the annual budget. Approval of the annual budget requires a majority vote of the members of the Board present.
- Article VI, Section 3 of the Board Bylaws states that the Board shall adopt an annual budget and financial plan prior to the commencement of a fiscal year. That section also requires that the proposed budget and financial plan be made available to the governing bodies of the member jurisdictions within the service area at least 30 days before the financial plan is adopted.
- Article VII of the DART Board Bylaws states that the Board shall adopt and provide for the enforcement of rules, policies, or procedures in connection with the management, operation, and control of DART.
- DART Board Policy II.02, Financial Standards Policy, requires the Board to approve the budget and 20-year financial plan by September 30 of each fiscal year.

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

**Approval of Fiscal Year (FY) 2024 Annual Budget**

WHEREAS, on April 18, 2023 (Resolution No. 230039), the Board approved the Financial Standards (including the General Standards, Business Planning Parameters, and Debt Service Standards) to govern the FY 2024 Annual Budget; and

WHEREAS, the FY 2024 Annual Budget meets all Financial Standards; and

WHEREAS, staff has briefed the Board on the assumptions used to prepare the FY 2024 Annual Budget; and

WHEREAS, staff distributed the proposed FY 2024 Annual Budget to the governing bodies of the municipalities within DART’s service area (Resolution No. 230111) at least 30 days prior to Board approval in accordance with Section 452.113(3) of the Texas Transportation Code and Article VI, Section 2 of the Board Bylaws.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the FY 2024 Annual Budget is approved in the amount of \$1,803,306,234.

Operating	\$687,245,720
Capital & Non-Operating	894,421,191
Debt Service	221,639,323
<b>Total FY 2024 Annual Budget</b>	<b>\$1,803,306,234</b>

**Approval of Fiscal Year (FY) 2024 Annual Budget**

Prepared by: /s/ Elizabeth Reich

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M. Elizabeth Reich  
Chief Financial Officer

/s/ Gene Gamez

Approved as to form: Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

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Nadine S. Lee  
President & Chief Executive Officer



# Agenda Report

*Committee-of-the-Whole*

<b>Voting Requirements:</b> 2/3
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**DATE:** September 12, 2023

**SUBJECT:** Approval of Fiscal Year (FY) 2024 20-Year Financial Plan

## RECOMMENDATION

Approval of a resolution approving the FY 2024 20-Year Financial Plan, as shown in Exhibit 1 to the resolution.

## BUSINESS PURPOSE AND FINANCIAL CONSIDERATIONS

- The attached resolution requests Board approval of the FY 2024 20-Year Financial Plan as shown in Exhibit 1 to the resolution.
- On April 18, 2023 (Resolution No. 230039), the Board approved the Financial Standards for the FY 2024 Annual Budget and 20-Year Financial Plan process. The proposed FY 2024 20-Year Financial Plan meets all standards.
- Finance briefed the Board in June on the financial outlook for FY 2024 and in July on the proposed 20-Year Financial Plan and the assumptions used to prepare it.
- On August 22, 2023 (Resolution No. 230111), the Board approved the distribution of the proposed 20-Year Financial Plan to the municipalities within DART's service area for review in accordance with Article VI, Section 3 of the Board Bylaws, which DART staff did on August 24. Staff also briefed interested City Managers and Finance Directors on the major elements of the proposed financial plan on September 7, 2023.
- Approval of this item supports all five Board Strategic Priorities:
  - 1. Enhance the safety and service experience through customer-focused initiatives.
  - 2. Provide stewardship of the transit system, agency assets, and financial obligations.
  - 3. Innovate to enhance mobility options, business processes, and funding.
  - 4. Pursue excellence through employee engagement, diversity, development, and well-being.
  - 5. Enhance DART's role as a recognized local, regional, and national transportation leader.

## LEGAL CONSIDERATIONS

- Section 452.111(4) of the Texas Transportation Code; Article III, Section 14 of the Board Bylaws; and DART Board Policy II.02, Financial Standards Policy, require a two-thirds vote of the Board to approve the financial plan.
- Article VI, Section 3 of the Board Bylaws states that the Board shall adopt an annual budget and financial plan prior to the commencement of a fiscal year. That section also requires that the

proposed budget and financial plan be made available to the governing bodies of the member jurisdictions within the service area at least 30 days before the financial plan is adopted.

- Article VII of the DART Board Bylaws states that the Board shall adopt and provide for the enforcement of rules, policies, or procedures in connection with the management, operation, and control of DART.
- DART Board Policy II.02, Financial Standards Policy, requires the Board to approve the budget and 20-year financial plan by September 30 of each fiscal year.

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

**Approval of Fiscal Year (FY) 2024 20-Year Financial Plan**

WHEREAS, on April 18, 2023 (Resolution No. 230039), the Board approved the Financial Standards (including the General Standards, Business Planning Parameters, and Debt Service Standards) to govern the FY 2024 20-Year Financial Plan; and

WHEREAS, the FY 2024 20-Year Financial Plan meets all Financial Standards; and

WHEREAS, staff has briefed the Board on the assumptions used to prepare the FY 2024 20-Year Financial Plan; and

WHEREAS, staff distributed the proposed FY 2024 20-Year Financial Plan to the governing bodies of the municipalities within DART's service area (Resolution No. 230111) at least 30 days prior to Board approval in accordance with Article VI, Section 3 of the Board Bylaws; and

WHEREAS, Section 452.111 of the Texas Transportation Code; Article III, Section 14 of the Board Bylaws; and DART Board Policy II.02, Financial Standards Policy, require that the Board approve the financial plan by a two-thirds vote of the appointed and qualified members of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the FY 2024 20-Year Financial Plan, as shown in Exhibit 1, is approved.



**Approval of Fiscal Year (FY) 2024 20-Year Financial Plan**

Prepared by: /s/ Elizabeth Reich

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M. Elizabeth Reich  
Chief Financial Officer

/s/ Gene Gamez

Approved as to form: Gene Gamez  
General Counsel

Approved by: /s/ Nadine S. Lee

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Nadine S. Lee  
President & Chief Executive Officer

Dallas Area Rapid Transit FY 2024 Financial Plan as Proposed 09-12-23 Twenty Year Sources and Uses of Cash (\$ Millions - Inflated Dollars)																							
Line	Description	Projection 2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	20-Year Total
<b>SOURCES OF FUNDS</b>																							
Revenues:																							
1	Sales Tax Revenues	\$830.0	\$870.8	\$905.6	\$932.8	\$932.8	\$970.1	\$1,018.6	\$1,079.7	\$1,133.7	\$1,179.0	\$1,214.4	\$1,214.4	\$1,263.0	\$1,326.1	\$1,405.7	\$1,476.0	\$1,535.0	\$1,581.0	\$1,581.0	\$1,644.3	1,726.5	\$24,990.1
2	Operating Revenues	50.4	56.3	63.9	67.1	68.7	74.2	75.3	76.4	82.4	83.2	83.7	90.3	91.2	91.7	99.0	100.0	100.6	108.7	109.6	110.3	119.2	\$1,751.9
3	Interest Income	49.4	39.9	24.1	18.7	17.0	17.4	17.4	17.4	17.4	17.2	17.5	17.3	17.9	19.5	19.2	19.7	18.6	17.6	16.1	15.1	18.5	\$383.4
4	Formula Federal Funding	87.2	121.5	119.1	119.1	87.2	89.7	90.0	90.0	90.0	90.0	90.0	90.0	90.0	90.0	90.0	90.0	90.0	90.0	90.0	90.0	90.0	\$1,886.1
5	Discretionary Federal Funding	11.8	38.0	77.9	230.6	115.5	78.9	48.0	0.0	2.2	0.0	13.6	0.0	0.0	0.0	0.0	71.0	73.1	36.2	26.4	0.0	3.1	\$814.5
6	Other Operating Contributions	17.3	18.3	19.3	19.8	20.3	22.4	23.4	24.1	24.7	25.4	26.1	26.9	27.7	28.5	29.4	30.3	31.2	32.2	33.2	34.2	35.3	\$532.7
7	Other Capital Contributions	5.5	16.9	39.5	30.1	34.1	34.5	17.3	17.5	10.4	9.0	6.9	13.9	14.2	10.6	7.2	15.9	8.4	9.4	9.1	4.8	10.9	\$320.7
<b>Total Revenue</b>		<b>\$1,051.6</b>	<b>\$1,161.7</b>	<b>\$1,249.4</b>	<b>\$1,418.1</b>	<b>\$1,275.6</b>	<b>\$1,287.2</b>	<b>\$1,290.0</b>	<b>\$1,305.0</b>	<b>\$1,360.7</b>	<b>\$1,403.7</b>	<b>\$1,452.1</b>	<b>\$1,452.8</b>	<b>\$1,503.9</b>	<b>\$1,566.4</b>	<b>\$1,650.5</b>	<b>\$1,802.7</b>	<b>\$1,856.9</b>	<b>\$1,875.0</b>	<b>\$1,865.4</b>	<b>\$1,898.6</b>	<b>\$2,003.4</b>	<b>\$30,679.4</b>
Debt Issuances:																							
8	Long-term Debt Issuances	100.0	360.8	\$447.2	364.0	465.5	360.0	280.0	300.0	260.0	220.0	130.0	130.0	0.0	0.0	0.0	0.0	0.0	200.0	50.0	50.0	0.0	\$3,617.5
9	Commercial Paper Issuances	0.0	50.0	\$0.0	100.0	100.0	100.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$450.0
<b>Total Debt Issuances</b>		<b>\$100.0</b>	<b>\$410.8</b>	<b>\$447.2</b>	<b>\$464.0</b>	<b>\$565.5</b>	<b>\$460.0</b>	<b>\$380.0</b>	<b>\$300.0</b>	<b>\$260.0</b>	<b>\$220.0</b>	<b>\$130.0</b>	<b>\$130.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$200.0</b>	<b>\$50.0</b>	<b>\$50.0</b>	<b>\$0.0</b>	<b>\$4,067.5</b>
<b>10</b>	<b>Total Sources of Funds</b>	<b>\$1,151.6</b>	<b>\$1,572.5</b>	<b>\$1,696.6</b>	<b>\$1,882.1</b>	<b>\$1,841.1</b>	<b>\$1,747.2</b>	<b>\$1,670.0</b>	<b>\$1,605.0</b>	<b>\$1,620.7</b>	<b>\$1,623.7</b>	<b>\$1,582.1</b>	<b>\$1,582.8</b>	<b>\$1,503.9</b>	<b>\$1,566.4</b>	<b>\$1,650.5</b>	<b>\$1,802.7</b>	<b>\$1,856.9</b>	<b>\$2,075.0</b>	<b>\$1,915.4</b>	<b>\$1,948.6</b>	<b>\$2,003.4</b>	<b>\$34,746.9</b>
<b>USES OF FUNDS</b>																							
Operating Expenses:																							
11	Bus	\$333.7	\$351.1	\$364.4	\$371.1	\$383.2	\$393.3	\$408.4	\$417.8	\$427.5	\$437.0	\$446.8	\$456.8	\$467.6	\$478.0	\$489.0	\$498.1	\$509.9	\$522.0	\$534.4	\$546.7	\$549.2	\$9,052.6
12	Light Rail Transit	203.2	213.5	221.4	226.0	230.6	235.4	240.6	245.9	251.8	257.6	263.7	269.6	276.0	282.2	288.7	295.0	301.9	307.4	\$314.1	321.5	330.4	\$5,373.0
13	Streetcar	1.9	2.4	2.5	2.5	2.6	5.5	6.5	6.7	6.8	7.0	7.1	7.3	7.5	7.6	7.8	8.0	8.2	8.4	\$8.5	8.7	8.9	\$130.7
14	Commuter Rail/RR Management	45.2	48.3	50.8	71.4	83.8	86.0	88.5	90.9	93.6	96.2	99.1	101.8	104.9	107.8	111.0	114.1	117.4	120.8	\$123.2	126.7	130.5	\$1,967.0
15	Paratransit	43.4	52.5	54.7	57.0	58.9	61.0	63.3	65.7	68.5	71.3	74.3	77.4	80.7	84.1	87.7	91.4	95.4	99.4	103.7	108.1	112.9	\$1,567.9
16	GoLink	10.5	19.4	19.8	20.3	20.7	21.1	21.6	22.1	22.6	23.1	23.7	24.2	24.7	25.3	25.9	26.4	27.1	27.7	\$28.3	28.9	31.8	\$484.6
<b>17</b>	<b>Total Operating Expenses</b>	<b>\$637.9</b>	<b>\$687.2</b>	<b>\$713.7</b>	<b>\$748.3</b>	<b>\$779.8</b>	<b>\$802.4</b>	<b>\$828.9</b>	<b>\$849.1</b>	<b>\$870.8</b>	<b>\$892.2</b>	<b>\$914.7</b>	<b>\$937.1</b>	<b>\$961.4</b>	<b>\$985.1</b>	<b>\$1,010.0</b>	<b>\$1,033.0</b>	<b>\$1,059.8</b>	<b>\$1,085.6</b>	<b>\$1,112.3</b>	<b>\$1,140.6</b>	<b>\$1,163.8</b>	<b>\$18,575.7</b>
	<i>Operating+P&amp;D+Start Up</i>	<i>\$653.8</i>	<i>\$703.8</i>	<i>\$741.7</i>	<i>\$765.7</i>	<i>\$799.1</i>	<i>\$821.1</i>	<i>\$847.5</i>	<i>\$868.1</i>	<i>\$890.3</i>	<i>\$912.1</i>	<i>\$935.1</i>	<i>\$957.9</i>	<i>\$982.7</i>	<i>\$1,006.9</i>	<i>\$1,032.3</i>	<i>\$1,055.8</i>	<i>\$1,083.1</i>	<i>\$1,109.4</i>	<i>\$1,136.7</i>	<i>\$1,165.5</i>	<i>\$1,189.3</i>	<i>\$19,004.0</i>
Capital Projects and Non-Operating:																							
18	Agency-Wide	\$32.0	\$80.6	\$99.0	\$67.0	\$37.0	\$24.5	\$23.4	\$22.1	\$24.7	\$21.9	\$21.3	\$28.6	\$21.3	\$21.7	\$60.0	\$35.7	\$33.4	\$38.3	\$31.7	\$26.2	\$41.0	\$759.4
19	Bus	15.0	37.6	151.0	179.8	146.1	101.3	40.8	25.0	14.6	66.5	32.8	42.6	16.3	6.6	143.3	192.9	152.5	107.6	43.2	68.6	40.9	\$1,609.9
20	Light Rail Transit	29.5	136.1	238.0	337.3	378.5	332.5	309.8	288.4	185.6	112.5	68.1	32.0	27.2	22.3	58.8	36.0	227.5	370.9	345.1	129.5	91.8	\$3,727.7
21	Streetcar	0.0	4.4	12.0	31.8	36.9	18.4	0.0	0.1	0.3	0.0	0.1	0.0	0.0	0.3	0.0	0.0	0.2	0.4	0.0	0.2	\$105.0	
22	Commuter Rail/RR Management	307.5	512.8	504.2	255.1	158.0	131.3	98.5	53.3	29.8	17.7	19.0	25.2	21.3	15.8	9.5	18.7	17.4	26.0	23.0	16.0	49.0	\$2,001.7
23	Paratransit	0.3	0.6	0.0	0.0	0.0	0.5	0.0	0.8	0.0	0.3	0.1	0.1	0.0	0.0	0.0	1.1	0.2	0.3	0.0	0.1	0.2	\$4.5
24	General Mobility - Road Improvements	13.3	6.5	8.0	1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$15.6
25	Non-Operating	54.1	99.4	82.2	60.9	3.6	3.7	3.8	1.4	4.1	0.3	8.3	0.3	5.9	0.3	4.8	5.0	5.1	1.9	5.4	0.4	11.2	\$307.9
26	Capital P & D, Start-Up	16.0	16.5	28.0	17.4	19.3	18.7	18.6	19.0	19.5	19.9	20.4	20.8	21.3	21.8	22.3	22.8	23.3	23.8	24.4	25.0	25.5	\$428.2
<b>27</b>	<b>Total Capital and Non-Operating</b>	<b>\$467.7</b>	<b>\$894.4</b>	<b>\$1,122.3</b>	<b>\$950.4</b>	<b>\$779.4</b>	<b>\$631.1</b>	<b>\$494.9</b>	<b>\$410.1</b>	<b>\$278.5</b>	<b>\$239.1</b>	<b>\$170.2</b>	<b>\$149.5</b>	<b>\$113.3</b>	<b>\$89.0</b>	<b>\$298.7</b>	<b>\$312.2</b>	<b>\$459.5</b>	<b>\$568.9</b>	<b>\$473.2</b>	<b>\$265.6</b>	<b>\$259.8</b>	<b>\$8,960.0</b>
Debt Service																							
28	Principal Payments - Long-term Debt	\$78.0	\$76.0	\$79.1	\$82.2	\$84.1	\$86.8	\$90.3	\$94.4	\$105.7	\$122.2	\$134.3	\$147.3	\$158.9	\$176.1	\$190.9	\$205.9	\$220.4	\$238.6	\$250.8	\$261.4	\$272.6	\$3,078.1
29	Long-term Debt Interest Expense	141.8	143.9	140.8	142.8	161.4	182.9	198.2	209.8	220.2	229.1	234.7	236.5	236.0	229.6	222.8	215.1	206.6	200.4	200.2	193.2	185.0	\$3,989.5
30	Commercial Paper Interest Expense	0.0	1.1	0.9	1.8	5.3	8.8	12.3	14.0	12.3	8.8	5.3	1.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$72.0
31	Debt-Related Fees	0.5	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.7	0.7	0.7	0.7	0.7	0.7	0.8	0.8	0.8	0.8	0.8	0.9	0.9	\$14.2
<b>32</b>	<b>Total Debt Service Costs</b>	<b>\$220.3</b>	<b>\$221.6</b>	<b>\$221.4</b>	<b>\$227.3</b>	<b>\$251.4</b>	<b>\$279.1</b>	<b>\$301.4</b>	<b>\$318.8</b>	<b>\$338.9</b>	<b>\$360.7</b>	<b>\$375.0</b>	<b>\$386.2</b>	<b>\$395.6</b>	<b>\$406.4</b>	<b>\$414.5</b>	<b>\$421.9</b>	<b>\$427.9</b>	<b>\$439.8</b>	<b>\$451.8</b>	<b>\$455.5</b>	<b>\$458.5</b>	<b>\$7,153.7</b>
33	Commercial Paper Debt Repayment	0.0	0.0	50.0	0.0	0.0	0.0	0.0	0.0	100.0	100.0	100.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$450.0
<b>34</b>	<b>Total Uses of Funds</b>	<b>\$1,325.9</b>	<b>\$1,803.3</b>	<b>\$2,107.5</b>	<b>\$1,926.0</b>	<b>\$1,810.5</b>	<b>\$1,712.6</b>	<b>\$1,625.3</b>	<b>\$1,578.0</b>	<b>\$1,588.1</b>	<b>\$1,591.9</b>	<b>\$1,559.9</b>	<b>\$1,572.8</b>	<b>\$1,470.3</b>	<b>\$1,480.5</b>	<b>\$1,723.2</b>	<b>\$1,767.0</b>	<b>\$1,947.2</b>	<b>\$2,094.3</b>	<b>\$2,037.3</b>	<b>\$1,861.7</b>	<b>\$1,882.0</b>	<b>\$35,139.5</b>
35	Net Inc (Dec) in cash	(\$174.3)	(\$230.8)	(\$410.9)	(\$43.9)	\$30.6	\$34.6	\$44.7	\$27.0	\$32.6	\$31.8	\$22.2	\$10.0	\$33.6	\$85.9	(\$72.8)	\$35.7	(\$90.3)	(\$19.3)	(\$121.8)	\$87.0	\$121.4	(\$688.3)
36	Change in Balance Sheet Accts	38.7	61.7	71.2	(43.2)	(22.7)	(37.4)	(37.7)	(27.6)	(39.5)	(19.1)	(21.5)	(3.5)	(14.3)	(15.0)	34.0	(5.4)	25.6	28.3	(12.6)	(54.4)	(22.1)	(\$94.4)
37	Cash, End of Period	1,075.0	906.0	566.3	479.3	487.1	484.4	491.4	490.9	483.9	496.6	497.3	503.7	523.0	593.9	555.1	585.4	520.7	529.7	395.4	427.9	527.3	\$27.3
38	Less: Cash Reserves & Restricted Funds	(81.8)	(81.7)	(81.7)	(81.7)	(81.7)	(81.6)	(81.5)	(81.4)	(81.3)	(81.1)	(80.9)	(80.7)	(80.4)	(80.1)	(79.7)	(79.3)	(78.8)	(78.3)	(77.2)	(76.0)	(74.7)	(\$74.7)
39	Less: Working Cash Requirement	(159.5)	(171.8)	(178.4)	(187.1)	(194.9)	(200.6)	(207.2)	(212.3)	(217.7)	(223.0)	(228.7)	(234.3)	(240.3)	(246.3)	(252.5)	(258.2)	(265.0)	(271.4)	(278.1)	(285.1)	(290.9)	(\$290.9)
40	Less: Mobility Assistance and Innovation Fund	(114.8)	(11.1)	(11.5)	(11.9)	(12.3)	(12.7)	(13.1)	(13.6)	(14.1)	(14.6)	(15.1)	(15.6)	(16.2)	(16.7)	(17.3)	(17.9)	(18.5)	(19.2)	(19.9)	(20.6)	(21.3)	(\$21.3)
<b>41</b>	<b>Restricted Cash For Deferred Spending</b>	<b>\$719.0</b>	<b>\$641.4</b>	<b>\$294.7</b>	<b>\$198.6</b>	<b>\$198.2</b>																	



# Agenda Report

*Committee-of-the-Whole* ☒

**DATE:** September 12, 2023

**SUBJECT:** Briefing on DART's 2023 10th Annual Small Business Academy

## **RECOMMENDATION**

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

## **BUSINESS PURPOSE**

- The purpose of this briefing is to provide the Economic Opportunity and Diversity Committee an overview of the DART Small Business Academy which is designed to promote business development within the small business community, provide technical assistance, and prepare participants' pursuit of DART's procurement opportunities.
- The briefing will provide a preview of the September 2023 Academy to include the program content and outreach efforts.
- This briefing will help achieve the Board Strategic Priority 3: Innovate to enhance mobility options, business processes and funding; and Strategic Priority 5: Enhance DART's role as a recognized, local, regional and national transportation leader.



# Agenda Report

*Committee-of-the-Whole*

**DATE:** September 12, 2023

**SUBJECT:** Briefing on the Mobility Management Services Purchased Transportation Contract

## RECOMMENDATION

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

## BUSINESS PURPOSE

- The purpose of this item is to brief the Committee on the current status of the Mobility Management Services Purchased Transportation Contract, including the available two-year extension and Request for Proposal process.
- This briefing will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations; and Strategic Priority 3: Innovate to enhance mobility options, business processes and funding.



# Agenda Report

*Committee-of-the-Whole*

**DATE:** September 12, 2023

**SUBJECT:** Briefing on FY 2023 Third 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 Quarterly Operations for the third quarter of FY 2023. The briefing will include information on security measures updates, department statistics and hiring and recruiting statistics.
- This update helps to achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives.



# Agenda Report

*Committee-of-the-Whole*

<p><b>Voting Requirements:</b>  <b>Majority</b></p>
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**DATE:** September 12, 2023

**SUBJECT:** **Approval to Execute an Interlocal Agreement with the North Central Texas Council of Governments to Receive Transportation Development Credits to Match Federal Grant Funding**

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG), substantially in the form shown as Exhibit 1 to the Resolution, to receive 10,647,266 Transportation Development Credits (TDCs) to match certain federal grant funds in a total amount of \$53,236,330, for projects shown in Exhibit 1 to the Resolution, Attachment 1.

## FINANCIAL CONSIDERATIONS

- The Regional Transportation Council (RTC) has awarded 10,647,266 Transportation Development Credits (TDCs) to DART for projects listed in Attachment 1 of Exhibit 1 to the Resolution.
- DART will use the TDCs awarded by the RTC in lieu of the required local funding match normally required to obtain total federal funds. The total federal funds included in the identified projects is \$53,236,330.
- The funding for each project is included within the FY 2023 Twenty-Year Financial Plan including the Silver Line and the Regional Veloweb, which will be constructed along with the Silver Line Regional Rail Project.

## BUSINESS PURPOSE

- Approval of this interlocal agreement will assist DART in achieving Board Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations; and Strategic Priority 5: Enhance DART's role as a recognized local, regional and national transportation leader.
- This item contributes to DART's commitment to reliability by advancing the Silver Line Regional Rail Corridor Project.
  - Each of the projects listed in Attachment 1 of Exhibit 1 to the Resolution has received NCTCOG Regional Transit Council support for TDCs allowing DART to use 100% federal funds for the following projects:
  - Funding for the construction of DART Silver Line

- Funding to pay for the Regional Veloweb running parallel to the Silver Line

## **LEGAL CONSIDERATIONS**

23 U.S.C. §120 permits a state to use certain toll revenue expenditures, TDCs, formerly called toll credits, as a credit toward the non-Federal share of all programs authorized by Title 23, with the exception of emergency relief programs, and for transit programs authorized by Title 49, Chapter 53.

43 Tex. Admin. Code §5.106 authorizes an MPO (Metropolitan Planning Organization) to award TDCs allocated to it by the State and 43 Tex. Admin. Code §5.110 requires an agreement to be entered into between the MPO and entity awarded TDCs prior to and in order for those credits to be used.

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

**Approval to Execute an Interlocal Agreement with the North Central Texas Council of Governments to Receive Transportation Development Credits to Match Federal Grant Funding**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and

WHEREAS, the RTC, comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be the regional forum for cooperative decisions; and

WHEREAS, 23 U.S.C. §120 permits a state to use certain toll revenue expenditures, TDCs, formerly called toll credits, as a credit toward the non-Federal share of all programs authorized by Title 23, with the exception of emergency relief programs, and for transit programs authorized by Title 49, Chapter 53; and

WHEREAS, 43 Tex. Admin. Code §5.106 authorizes an MPO to award Transportation Development Credits (TDC) allocated to it by the State and 43 Tex. Admin. Code §5.110 requires an agreement to be entered into between the MPO and entity awarded TDCs prior to and in order for those credits to be used; and

WHEREAS, the RTC has awarded 10,647,266 TDCs to DART for the approved DART projects listed in Attachment 1 of Exhibit 1; and

WHEREAS, DART desires to use the TDCs awarded to it in lieu of the required local funding match for the federally funded transportation projects described in Attachment 1 of Exhibit 1; and

WHEREAS, the Projects described within Attachment 1 of Exhibit 1 are within current budget and FY 2023 Twenty-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 an Interlocal Agreement with the North Central Texas Council of Governments, substantially in the form shown as Exhibit 1, to receive 10,647,266 Transportation Development Credits (TDCs) to match certain federal grant funds in a total amount of \$53,236,330, for projects shown in Exhibit 1, Attachment 1.



**Approval to Execute an Interlocal Agreement with the North Central Texas Council of Governments to Receive Transportation Development Credits to Match Federal Grant Funding**

/s/ Dee Leggett

Prepared by:

\_\_\_\_\_  
Dee Leggett  
Executive Vice President  
Chief Development Officer

/s/ Gene Gamez

Approved as to form:

\_\_\_\_\_  
Gene Gamez  
General Counsel

/s/ Nadine S. Lee

Approved by:

\_\_\_\_\_  
Nadine S. Lee  
President & Chief Executive Officer

**FY2022-2023 AGREEMENT FOR AWARD OF TRANSPORTATION DEVELOPMENT CREDITS  
BETWEEN  
THE REGIONAL TRANSPORTATION COUNCIL  
AND  
DALLAS AREA RAPID TRANSIT**

This Agreement is entered into by and between the Regional Transportation Council (RTC), acting in its capacity as policy body for the Metropolitan Planning Organization (MPO), and Dallas Area Rapid Transit (DART), a regional transportation authority created and existing pursuant to Chapter 452 of the Texas Transportation Code. The purpose of this Agreement is to outline the roles and responsibilities of each party with respect to Transportation Development Credits (TDC) awarded for the projects outlined in Attachment 1.

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) is designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

**WHEREAS**, the RTC, comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be the regional forum for cooperative decisions; and,

**WHEREAS**, 23 U.S.C. §120 permits a state to use certain toll revenue expenditures, TDCs, formerly called toll credits, as a credit toward the non-Federal share of all programs authorized by Title 23, with the exception of emergency relief programs, and for transit programs authorized by Title 49, Chapter 53; and,

**WHEREAS**, 43 Tex. Admin. Code §5.106 authorizes an MPO to award TDCs allocated to it by the State and 43 Tex. Admin. Code §5.110 requires an agreement be entered into between the MPO and entity awarded TDCs prior to and in order for those credits to be used; and,

**WHEREAS**, the RTC has awarded 10,647,266 TDCs to DART for the projects listed in Attachment 1; and,

**WHEREAS**, DART desires to use the TDCs awarded to it by the RTC to satisfy the non-federal share requirement (i.e., local cash match) for the federally funded transportation projects described in Attachment 1.

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants contained herein, NCTCOG and DART agree as follows:

**AGREEMENT**

1. The RTC has awarded 10,647,266 TDCs to DART for use as described in Attachment 1.
2. DART agrees to utilize the TDCs for the projects identified in Attachment 1 to satisfy the non-federal share requirement for federal grant funds awarded to DART totaling approximately \$53,236,330.
3. Any unused TDCs shall be reallocated to other projects as solely determined by the RTC.
4. DART may be required to execute separate funding agreements with a party other than the RTC and/or NCTCOG for the federal grant funds referenced above.



Exhibit 1

TRANSPORTATION DEVELOPMENT CREDIT (TDC) FY2022-2023 AGREEMENT  
PROJECT LIST  
DART

ATTACHMENT 1

TIP CODE	CSJ	PROJECT DESCRIPTION	FEDERAL FUNDING AMOUNT	TDC AMOUNT	AWARD DATE
14013.9	0918-24-298	SILVER LINE RAIL SAFETY WALL NORTH OF SUGAR CANE WAY BETWEEN PINYON LN AND SAGE LN; CONSTRUCT SAFETY WALLS ALONG THE SILVER LINE RAIL CORRIDOR AT PLANO ISD PROPERTY	\$500,000	100,000	FEBRUARY 9, 2023
14013.7	0918-00-427	COTTON BELT VELOWEB TRAIL FROM DFW AIRPORT NORTH COTTON BELT STATION TO SHILOH COTTON BELT STATION; COTTON BELT VELOWEB TRAIL (26 MILES); CONSTRUCTION OF MULTIPLE SECTIONS OF THE TRAIL CORRIDOR (IN COPPELL, CARROLLTON, ADDISON, DALLAS, PLANO, AND RICHARDSON) - PHASE 2	\$45,761,330	9,152,266	FEBRUARY 9, 2023, DECEMBER 8, 2022
14073.1	0918-47-303	COTTON BELT TRAIL AT SPRING CREEK; CONSTRUCT SHARED USE PATH INCLUDING BRIDGE ACROSS SPRING CREEK	\$2,975,000	595,000	MAY 12, 2022
25100	0918-00-389	SILVER LINE FROM DFW AIRPORT TO SHILOH STATION IN PLANO; CONSTRUCTION OF SILVER LINE REGIONAL RAIL PROJECT (COTTON BELT/SILVER LINE PROJECT #9)	\$4,000,000	800,000	MAY 12, 2022
<b>TOTAL AWARDED</b>			<b>\$53,236,330</b>	<b>10,647,266</b>	



# Agenda Report

*Committee-of-the-Whole*

**Voting Requirements:  
Majority**

**DATE:** September 12, 2023

**SUBJECT:** **Approval of an Interlocal Agreement Between Dallas Area Rapid Transit and the City of Carrollton Regarding the Carrollton Multi-Modal Transit Hub Project near Downtown Carrollton Station for Improvements, Enhancements and Connection of the City’s Existing Trail Infrastructure to the Cotton Belt Regional Hike and Bike Trail**

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute an Interlocal Agreement (“Agreement”) between DART and the City of Carrollton (“City”) regarding the Carrollton Multi-Modal Transit Hub Project to make certain improvements to the City’s pedestrian and bicycle trails around the Downtown Carrollton Station to enhance and connect the City’s existing trail infrastructure to the Cotton Belt Regional Hike and Bike Trail (“Trail”), substantially in the form shown in Exhibit 1 to the Resolution.

## FINANCIAL CONSIDERATIONS

- The U.S. Department of Transportation awarded \$2,846,018 (the “Award”) to DART on August 31, 2007, for the Carrollton Multi-Modal Transit Hub Project.
- The City has utilized \$1,046,976.75, pursuant to previous subrecipient agreements entered into with DART.
- The City intends to make use of the remaining \$1,799,041.25 to make certain improvements to the City’s pedestrian and bicycle trails around the Downtown Carrollton Station to enhance and connect their existing trail infrastructure to the Trail (the “Project”).
- The total budget for the Project shall not exceed \$1,799,041.25 (\$1,439,233.00 federal funds and \$359,808.25 local match).
- Sufficient funding for the Project scope is included in both the Silver Line Project budget and the Silver Line Capital line item of the FY 2023 Twenty-Year Financial Plan.

## **BUSINESS PURPOSE**

- The Agreement will help achieve Board Strategic Priority 2: Provide stewardship of the transit system, agency assets, and financial obligations; and Strategic Priority 5: Enhance DART's role as a recognized local, regional, and national transportation leader.
- The Agreement contributes to DART's commitment to reliability by advancing the Silver Line Regional Rail Corridor Project.
- The Parties shall agree to implement the Project as authorized by and consistent with applicable federal regulations detailed in Part B of the Agreement. The Agreement is attached to the Resolution as Exhibit 1.
- A letter of support from the City agreeing to all terms and conditions stated in the Agreement is also attached as part of Exhibit 1 to the Resolution.
- DART and the City's project requirements for the implementation of the Project are described in Part C of the Agreement and are listed as, but not limited to, the following:
- DART responsibilities:
  - Design, construct, and implement all aspects of the Project in coordination with the City and pursuant to the design-builder Archer Western Herzog 4.0, Joint Venture (AWH) contract.
  - Serve as City's point of contact in coordination with prompt notification of Award or Project changes.
  - Monitor through review of progress reports, on-site reviews, and regular communications with City and AWH.
  - Work cooperatively with City to improve, correct, and assure compliance with all Federal Transit Administration (FTA) policies and procedure requirements, and federal mandates and regulations.
- City responsibilities:
  - Determine final design in coordination with DART and AWH.
  - Comply with FTA and federal administrative requirements (including updates and future changes and the annual updates of FTA Master Agreement).
  - Work cooperatively with DART, AWH, and FTA (as applicable) subject to the provisions, terms, and conditions of this Agreement, the Award, and applicable law.
  - The City shall pay \$359,808.25 (the local share for the Award) to DART within ninety (90) days of the date this Agreement is last signed by a Party.

## **LEGAL CONSIDERATIONS**

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

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

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

**Approval of an Interlocal Agreement Between DART and the City of Carrollton Regarding the Carrollton Multi-Modal Transit Hub Project near Downtown Carrollton Station for Improvements, Enhancements and Connection of the City’s Existing Trail Infrastructure to the Cotton Belt Regional Hike and Bike Trail**

WHEREAS, DART and the City of Carrollton (the “City”) desire to enter into the Interlocal Agreement (ILA) related to the Carrollton Multi-Modal Transit Hub Project to make improvements to the City’s pedestrian and bicycle trails around the Downtown Carrollton Station to enhance and connect the existing trail infrastructure to the Trail (“Project”); and

WHEREAS, the U.S. Department of Transportation awarded \$2,846,018 to DART for the Carrollton Multi-Modal Transit Hub Project (the “Award”). DART and the City entered a subrecipient agreement related to the Award on January 31, 2008, and subsequently amended that agreement on December 19, 2022. The City has utilized \$1,046,976.75 of the Award and now intends to make use of the remaining \$1,799,041.25; and

WHEREAS, the total budget for the Project shall not exceed \$1,799,041.25 (\$1,439,233.00 federal funds and \$359,808.25 local match). The City shall pay \$359,808.25 (the local share for the Award) to DART within 90 days of the date last signed by a Party; and

WHEREAS, funding for the Project scope is within current Budget and FY 2023 Twenty-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 an Interlocal Agreement between DART and the City of Carrollton regarding the Carrollton Multi-Modal Transit Hub Project, substantially in the form shown in Exhibit 1, to make improvements to the City’s pedestrian and bicycle trails around the Downtown Carrollton Station to enhance and connect the City’s existing trail infrastructure to the Cotton Belt Regional Hike and Bike Trail.

**Approval of an Interlocal Agreement Between DART and the City of Carrollton Regarding the  
Carrollton Multi-Modal Transit Hub Project near Downtown Carrollton Station for  
Improvements, Enhancements and Connection of the City's Existing Trail Infrastructure to the  
Cotton Belt Regional Hike and Bike Trail**

/s/ Dee Leggett

Prepared by:

\_\_\_\_\_  
Dee Leggett  
Executive Vice President  
Chief Development Officer

/s/ Gene Gamez

Approved as to form:

\_\_\_\_\_  
Gene Gamez  
General Counsel

/s/ Nadine S. Lee

Approved by:

\_\_\_\_\_  
Nadine S. Lee  
President & Chief Executive Officer



**CARROLLTON MULTI-MODAL TRANSIT HUB PROJECT**

*Project Implementation*

**AGREEMENT COVER SHEET**

**TYPE OF AGREEMENT:** Sub-Award agreement for reimbursable activities to the City of Carrollton, a Texas home rule municipality, UEI# Y7SQHXFD53J4

**FUNDING SOURCE:** 49 U.S.C. 5309, as amended by section 3011 of the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-059, August 10, 2005

**ASSISTANCE LISTING NAME & NUMBER ([www.cfda.gov](http://www.cfda.gov)):** Discretionary Bus and Bus Facilities Program, CFDA No. 20.500

**FEDERAL AWARD PROJECT DESCRIPTION, as described in the FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA):** Carrollton Multi-Modal Transit Hub

**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** TX-04-0017-04

**FEDERAL AWARD PERFORMANCE PERIOD:** August 31, 2007 – September 30, 2023

**SUBAWARD AMOUNT:** Original Award \$2,846,018 (\$2,276,814 Federal Funds + 569,204 Local Funds); Remaining Balance of Award \$1,799,041.25 (\$1,439,233 Federal Funds + \$359,808.25 Local Funds)

**AGREEMENT PERIOD:** Agreement Execution – FTA Close-Out

**U.S. Department of Transportation**  
Federal Transit Administration  
1200 New Jersey Avenue, SE  
Washington, D.C. 20590

**Project Manager:**  
Suleman Shoaib  
Regional Engineer  
[suleman.shoaib@dot.gov](mailto:suleman.shoaib@dot.gov)  
819 Taylor Street, Fort Worth TX 76102  
817-978-0556

**Dallas Area Rapid Transit**  
P.O. Box 660163  
Dallas, Texas

**Project Manager:**  
Jesus Flores  
Grants Manager  
[JFlores1@dart.org](mailto:JFlores1@dart.org)

**City of Carrollton**  
1945 E. Jackson Road  
Carrollton, Texas 75066

**Project Manager:**  
Jonathan Wheat  
Engineering Director  
[Jonathan.Wheat@cityofcarrollton.com](mailto:Jonathan.Wheat@cityofcarrollton.com)

**INTERLOCAL AGREEMENT between  
DALLAS AREA RAPID TRANSIT and the CITY OF CARROLLTON related to  
the CARROLLTON MULTI-MODAL TRANSIT HUB PROJECT**

WHEREAS, on August 31, 2007, the U.S. Department of Transportation awarded \$2,846,018 (the “Award”) to Dallas Area Rapid Transit (“DART”) for the Carrollton Multi-Modal Transit Hub Project; and

WHEREAS, DART is a federal grantee and signatory of the current Federal Transit Administration (“FTA”) Master Agreement and, as the designated grantee of the Award, is responsible for overall grant and compliance responsibilities with respect to the Project; and

WHEREAS, the City of Carrollton (the “City”), a Texas home rule municipality, is considered an eligible subrecipient of Award; and

WHEREAS, DART and the City entered into a subrecipient agreement related to the Award on January 31, 2008 and subsequently amended the agreement on December 19, 2022; and

WHEREAS, pursuant to the prior subrecipient agreement between the City and DART, the City has utilized \$1,046,976.75 of the Award; consequently, \$1,799,041.25 of the Award remains at this time; and

WHEREAS, pursuant to a design-build contract with Archer Western Herzog, 4.0., Joint Venture (“AWH”), DART is presently constructing the Silver Line, a 26-mile regional passenger rail line, which will run from the Dallas/Fort Worth International Airport to Plano, Texas and will include a station in the downtown area of the City (“Carrollton Station”); and

WHEREAS, the North Central Texas Council of Governments (“NCTCOG”) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and

WHEREAS, the Regional Transportation Council (“RTC”), the regional transportation policy body associated with NCTCOG and comprised primarily of local elected officials, has programmed approximately \$87 million for the construction of the Cotton Belt Regional Trail (the “Trail”), which will run parallel to DART’s Silver Line and through the City; and

WHEREAS, the City intends to utilize the remaining \$1,799,041.25 of the Award to make certain improvements to the City’s pedestrian and bicycle trails around the Carrollton Station to enhance and connect the existing trail infrastructure to the Trail (hereinafter referred to as the “Project”); and

WHEREAS, the City desires the Project to be constructed pursuant to DART’s design-build contract with AWH; and

WHEREAS, DART and the City now desire to enter into this interlocal agreement (the “Agreement”), superseding and replacing the prior subrecipient agreement in whole and setting forth the terms and conditions under the Project will be constructed and funded with the remaining Award balance; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**PART A: PROJECT DETAILS**

1. **Parties.** This Agreement is made and entered into by and between DART, acting as the Project Administrator, and the City, acting as the Project Manager. DART and the City may each be referred to as a Party and may collectively be referred to as Parties to this Agreement.
2. **Project Description.** DART, pursuant to its design-build contract with AWH and on behalf of the City, shall construct improvements to the existing pedestrian and bicycle trail paths surrounding the Carrollton Station to enhance and extend such existing trails to connect with the Trail, including the installation of trail pavement, landscaping, fencing, and gates.
3. **Federal Award Project Description.** The Agreement Cover Page includes award information that DART has received from FTA through an executed agreement for the Award. Modifications to the Project may require an amendment to this Agreement.
4. **Notice.** Notice from one Party to another Party regarding this Agreement shall be in writing and shall be delivered to the addresses shown below, a courtesy copy will be provided to the contact identified on the Agreement Cover Sheet.

If to DART: Dallas Area Rapid Transit  
 Attn: Dee Leggett, Executive Vice President/Chief  
 Development Officer  
 P.O. Box 660163  
 Dallas, Texas 75266

If to the City: City of Carrollton  
 Attn: Marc Guy, Assistant City Manager  
 1945 E. Jackson Road  
 Carrollton, Texas 75006

5. **Budget.** The total budget for the Project shall not exceed \$1,799,041.25 (\$1,439,233.00 federal funds and \$359,808.25 local match). The City and DART shall work collaboratively to prepare a detailed budget and spending plan, including assignment of costs to each budget item in the Award, source of funds, and schedule of expenditures.
6. **Implementation Schedule.** Within ninety (90) days following the date this Agreement is last signed by a Party (“Effective Date”) and prior to incurring any Project expenses, the Parties shall develop an Implementation Schedule. The Implementation Schedule will detail the timeline of the Project, scope of the Project, and specific deliverables. Revisions to the Implementation Schedule may be agreed to in writing by both Parties without requiring an amendment to this Agreement.

**PART B: FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS**

7. **Authority.** The Parties agree to implement the Project as authorized by and consistent with applicable federal regulations detailed in the following documents, which are hereby made part of this Agreement by reference:
  - a. FTA Master Agreement, FTA MA (v30), November 2, 2022 and subsequent revisions.
  - b. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200 (the Uniform Guidance).

- c. FTA Required Clauses and Compliance Requirements as detailed in FTA Circular 4220.1f, attached to this Agreement as Appendix C (for the purposes of Appendix C, “Purchaser” shall mean “DART” and “Contractor” shall mean the “City”). The City shall include appropriate provisions in applicable contracts.
  - d. Any notification from FTA containing special conditions or requirements.
- 8. Certifications and Assurances.** The City shall execute the Federal Fiscal Year FTA Certifications and Assurances for each fiscal year, as published in the Federal Register between the Effective Date and Termination of this Agreement. The City shall provide a copy of the executed Certifications and Assurances to DART no more than ninety (90) days after the Certifications and Assurances are published in the Federal Register.
- 9. FTA Oversight.** Through self-certification, annual audits, and triennial reviews, the FTA shall ensure the administration and implementation of the Project under this Agreement adhere to all applicable federal mandates and requirements. As applicable, the City shall comply with any requested on-site visits and make available all necessary documentation for review by the FTA, DART, or their authorized representatives, for this purpose.

### **PART C: PROJECT REQUIREMENTS**

#### **10. DART Responsibilities.** DART shall:

- a. In coordination with and on behalf of the City and pursuant to its design-build contract with AWH, design, construct, and implement all aspects of the Project, from start to completion, subject to the provisions of this Agreement, terms and conditions of the Award, and applicable law.
- b. Serve as the main point of contact for the City in coordination of the Project under this Agreement.
- c. Implement appropriate procedures to ensure compliance of federal requirements by the City, AWH, and its third-party contractors.
- d. Monitor the progress of the Project through review of progress reports, on-site reviews, and regular communications with AWH and the City.
- e. Submit reimbursement requests to the federal government for eligible Project expenses.
- f. Review documentation submitted by the City to ensure policies and procedures are within the requirements of the FTA, as applicable to the funds allocated under this Agreement.
- g. Work cooperatively with the City to improve or correct policies and procedures to assure compliance with federal mandates and regulations.
- h. Submit all necessary reports to the FTA in a timely manner.
- i. Promptly notify the City of any changes to the Award or the Project.
- j. Work cooperatively with the City, AWH, and the FTA, as applicable, to facilitate completion of all aspects of the Project in an efficient manner.

**11. City Responsibilities.** The City shall:

- a. In coordination with DART and AWH, determine the final design and scope of all aspects of the Project.
- b. Work cooperatively with DART and AWH with respect to the design, construction, and implementation of all aspects of the Project, from start to completion, subject to the provisions of this Agreement, terms and conditions of the Award, and applicable law.
- c. Work cooperatively with DART and the FTA, as applicable, to prepare documentation and/or implement procedures for compliance with state and federal rules and regulations.
- d. Comply with all annually updated applicable provisions of the FTA Master Agreement incorporated herein by reference.
- e. Comply with all applicable state and federal statutes, regulations, rules, executive orders, FTA circulars, and other federal administrative requirements and guidance in implementation of the Project – including as such law, regulations, requirements, and guidance may change in the future.
- f. In the event of the City’s default under this Agreement, modify procedures and services performed for purposes of this Agreement based on recommendations by DART to enable efficient and effective operations and implementation of the Project.
- g. Work cooperatively with DART and the FTA, as applicable, to facilitate completion of all aspects of the Project in an efficient and timely manner.

**12. Expenditures and Payments.** The Parties shall both maintain adequate financial systems to record and report Project expenditures. The Parties shall ensure appropriate grant administration of any other federal funds supporting the Project.

- a. **Local Share.** The City shall pay \$359,808.25 (the local share for the Award) to DART within ninety (90) days of the Effective Date. The City shall comply with all guidelines and requirements pertaining to local share, as outlined in the FTA Master Agreement. The City shall make payments required by this Agreement from current revenues legally available to the City.
- b. **Reimbursement to DART.** DART shall retain all reimbursements from the federal government for eligible Project costs. The City shall remit to DART any costs disallowed by the federal government. In the event Project costs exceed \$1,799,041.25, the City shall be solely responsible for such excess costs. The City shall reimburse DART for all Project costs in excess of \$1,799,041.25 or disallowed by the federal government within ninety (90) days following written notice from DART. DART shall have no obligation whatsoever to pay for performance of this Agreement or completion of the Project.
- c. **Cost Savings.** In the event the total Project Costs are less than \$1,799,041.25, DART shall reimburse twenty percent (20%) of the cost-savings (*i.e.*, the proportion applicable to the local share) to the City, less any Project costs disallowed by the federal government. DART shall reimburse such cost savings to the City within thirty (30) days following DART’s receipt of all reimbursements for the Project from the federal government.

### 13. Reporting.

- a. **Financial Status Reports.** DART shall prepare Financial Status Reports quarterly for grant funds expended or obligated during the previous quarter and submit these reports to the FTA. Information requested from the City for the purposes of completing this report shall be provided to DART promptly and in the format requested to enable timely submittal of the reports.
- b. **Milestone Progress Reports.** DART shall prepare Milestone Progress Reports quarterly to update anticipated project milestones and submit these reports to the FTA. Information requested from the City for the purposes of completing this report shall be provided to DART promptly and in the format requested to enable timely submittal of the reports.
- c. **National Transit Database.** Financial and operating information regarding service under this Agreement shall be reported to the FTA annually through the National Transit Database (NTD) Reporting System. DART and the City shall collaborate on development of these NTD Reports. The City will provide to DART any requested information necessary to perform this task promptly and in the format requested. As needed, the City will submit data to the NTD directly.
- d. **Disadvantaged Business Enterprise Participation Reports.** DART will compile semiannual reports based upon the information submitted by the City regarding anticipated and completed contracting opportunities and Disadvantaged Business Enterprise Participation goals. The City shall provide requested information promptly in the format requested to enable timely submittal of the reports.
- e. **Closeout Report.** DART shall prepare a Closeout Report documenting final Project implementation and costs, as agreed with the City. A Project will be considered completed upon receipt of a final invoice. All Project records shall be maintained and accessible for a period of three (3) years following receipt of payment of the final invoice or final audit for the project. All real property records shall be maintained and accessible for a period of three (3) years after final disposition of the property.

**14. Policy and Procedure Compliance.** The City agrees to comply with all applicable management and administrative requirements for implementation of the Project. The City shall regularly review current policies and procedures and modify these procedures as needed to ensure compliance with federal requirements. If at any time, during the term of this Agreement, the City identifies any procedures or activities associated with the Project to be inconsistent with applicable regulations, the City shall notify DART immediately to ensure appropriate resolution. As applicable to the Project and necessary to ensure compliance with regulations, DART may request written procedures or documentation of activities from the City. The City and DART will work cooperatively to adjust procedures and Project activities to ensure compliance with regulations.

**15. Financial Management.** The Parties shall document and apply procedures for appropriate and sufficient financial reporting, accounting records, internal controls, budget control, cost review, source documentation, cash management, payment tracking, and other financial records. The City shall provide any requested data and other documentation to DART to enable appropriate financial management oversight by DART for management of the Project and compliance with federal requirements.

- a. **Allowable Costs.** The Parties shall ensure compliance with 2 CFR Part 200.

- b. **Equipment Use and Management.** To the extent applicable to this Project, the City shall ensure compliance with 2 CFR 200.313 and 2 CFR 200.439. The City shall use the equipment for the purpose it was acquired as long as needed, even if the Project does not continue to receive federal funding. Equipment must be used first for the Project and then to meet transportation needs of other federal Projects, providing that they do not interfere with the Project.
- c. **Depreciation.** The City shall follow applicable guidelines for the calculation of depreciation on any fixed assets (*i.e.* buildings, capital improvements, equipment, software projects capitalized) consistent with 2 CFR 200.436 and Awards Management Circular 5010.1.
- d. **Public Hearing Requirements.** DART shall be responsible for general public hearing and public meeting requirements associated with development and award of the Project. The City shall provide any necessary assistance to DART to ensure appropriate information is available to the public. Any additional public meetings or public hearings scheduled by the City should be coordinated in advance with DART. The City shall transmit to DART copies of subsequent meeting notices, agendas, and any public comments received regarding the Project, and any responses, within five (5) days of receipt.
- e. **Drug and Alcohol Project.** The City shall prepare and maintain a management information system (MIS) of drug and alcohol test results and provide an annual report to DART. The City shall include a statement of compliance with the Drug and Alcohol Project in applicable third-party contracts and monitor compliance with the Project. Annual MIS reports shall be completed and provided to DART for applicable third-party contractors.

Upon request, the City shall provide a copy of its drug and alcohol policy to DART. The drug and alcohol policy shall include, at a minimum, a contact person, employee categories subject to testing, prohibited behavior, testing circumstances, testing procedures, requirement that covered employees submit to testing, behavior that constitutes a refusal to submit to a test, consequences for an employee who has a verified positive test result or alcohol concentration within specified levels, and a records retention schedule for drug and alcohol testing. Information shall be made available upon request of DART.

- f. **Drug-Free Workplace.** The City shall establish a drug-free workplace in accordance with the Drug-Free Workplace Act. Upon request, a copy of the drug-free workplace policy (as distributed to employees) shall be provided to DART. The drug-free workplace policy shall include, at a minimum, notification of prohibited activities relating to drugs, notification of requirement to abide by policy as a condition of employment, and drug conviction disclosure requirements. The City shall maintain a record of all employees reporting drug convictions and the action taken against the employee, and make these records available to the FTA, DART, or their auditors for review upon request.
- g. **Reviews.** DART shall coordinate appropriately with the FTA regarding necessary review of Project compliance. The City acknowledges that the FTA or its designees may require review of the City's compliance as a component of the review of DART. The City agrees to permit access to staff, property, and records for DART, the FTA, and their designees as necessary to complete any reviews.

#### **PART D: GENERAL AND SPECIAL CONDITIONS**

- 16. Term.** The term of this Agreement shall take effect on the Effective Date and remain in effect until the City receives notice that the FTA has closed out all projects associated with this Agreement or until this Agreement is terminated by written agreement of both Parties or for cause.
- a. **Termination for Cause.** If either Party elects to terminate this Agreement for cause, that Party shall provide written notice of termination, shall set forth the reasons for termination, and shall provide a minimum of thirty (30) days to cure the defect. Termination is effective only if the notified Party fails to cure the defect within the period stated in the termination notice, including any written extensions. If this Agreement is terminated by either Party, DART may apply the City's local share to pay for Project costs that are not reimbursed by federal funds. Any remaining local share funds paid by the City and not applied to Project costs shall be refunded to the City. Within ninety (90) days of written notice, the City shall reimburse DART for any Project costs incurred prior to termination of this Agreement that are in excess of the local share and are not reimbursed by the federal government.
  - b. **Project Closeout.** Closeout of any or all projects comprising the Project by the FTA does not invalidate any continuing obligations imposed by this Agreement.
  - c. **Continuing Obligations.** Termination of this Agreement does not invalidate any continuing obligations imposed by this Agreement.
- 17. Procurement.** The Parties shall ensure compliance with applicable provisions of 2 CFR §200.317-.326, 49 CFR Part 661, and FTA Circular 4220.1F for the procurement of equipment, goods, or services for the Project. Upon request, the City shall submit a copy of its procurement procedures to DART for review and approval. In the event the City executes a contract funded under this Agreement, the City shall submit to DART a written certification of compliance with all applicable FTA procurement requirements and the requirements of this Agreement along with a written record of procurement history sufficient to satisfy 2 CFR 200.318(i).
- 18. Audits.** The Parties shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-federal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or Project-specific audit conducted for that year. As applicable, the City shall provide to DART, for its review, a copy of any audit received as a result of the City's policy or audits of federal and state governments relating to expenditure of funds under this Agreement. Such audits shall include or be accompanied by any applicable audit management letter issued and applicable responses to the auditor's findings and recommendations. All audits shall be submitted to DART within thirty (30) days of receipt of each issued report. Additionally, DART reserves the right, at its sole expense, to perform audits upon reasonable notice to the City.
- 19. Construction Management and Oversight.** The Parties acknowledge and agree that AWH is experienced and fully competent in the performance of the work necessary to deliver the Project in compliance with this Agreement. DART shall ensure that AWH performs all work necessary to design, permit, construct, and complete the Project (i) in accordance with all professional engineering principles and construction practices generally accepted in the State of Texas as the standard in the industry, (ii) in a good and workmanlike manner, free from material defects, and (iii) in accordance with the terms and conditions set forth in this Agreement, including, without limitation, all applicable State and federal statutes, regulations, rules, executive orders, FTA circulars, and all federal administrative requirements and governmental approvals (including with prevailing wage requirements of the Davis-Bacon Act) and subsequent modification thereof.



- 20. No Experimental, Developmental, or Research Work.** The Award shall not be utilized for experimental, developmental, or research work as contemplated in 37 CFR Part 401.
- 21. Amendments, Severability, Changed Circumstances.** This Agreement embodies all of the agreements of the Parties relating to the Project, supersedes all prior understandings and representations regarding the Project, and may be amended, modified, or supplemented only by a written instrument executed by all of the Parties. In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties. If future federal, state, or local statute, ordinance, regulation, rule, or action renders this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the Parties agree to delete and/or modify such portions of this Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.
- 22. Authority & Assignment.** Neither Party shall have authority to act for or on behalf of the other Party except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. Neither Party may incur any debts, obligations, expenses, or liabilities of any kind on behalf of the other Party. Without the prior written consent of DART, the City may not transfer or assign any rights or duties under or any interest in this Agreement.
- 23. Liability.** To the extent permitted by Texas state law, DART and the City agree that each Party is responsible for its individual acts as well as the acts of its respective contractors, employees, representatives, and agents; provided, however, that nothing in this Agreement shall be interpreted as a waiver of governmental immunity on behalf of either Party.
- 24. Transfer of Ownership Upon Revenue Service.** Upon completion of the Project, and without further action of any kind by either Party or other entity, all of DART's rights, title, and interest in and to the improvements constructed and implemented pursuant to this Agreement shall be automatically released, assigned, transferred, and conveyed to only the City. Thereafter, all improvements made pursuant to the Project shall be solely owned, controlled, and managed only by the City. This provision is fully self-executing, provided, however, that the City may request and obtain from DART reasonable written documentation to evidence or effectuate the same.
- 25. Satisfactory Continuing Control.** Upon the transfer of DART's rights, title, and interest as described above, the City shall: (i) ensure that the assets of the Project are used for appropriate Project purposes for the duration of the life of the asset; (ii) maintain satisfactory continuing control of the use of the Project assets, as required in this Agreement and in the FTA Master Agreement; and (iii) comply with all applicable federal requirements in the FTA Master Agreement, as may be amended from time to time, pertaining to the administration and management of the Project assets. Upon transfer, the City shall provide to DART sufficient documentation to document compliance with FTA's satisfactory continuing control requirements throughout the life of the Project Assets. In advance of (but not as a condition to) transfer, the City and DART shall agree in writing to the documentation and schedule necessary to meet this requirement.
- 26. Future Maintenance.** The City shall perform all maintenance, repairs, and upkeep of the improvements constructed and implemented pursuant to this Agreement at its sole expense, except as

may be provided in a future agreement specifically addressing Trail maintenance that the Parties anticipate negotiating and executing in the future.

- 27. Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, pandemic, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.
- 28. Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the Parties. Nor shall any Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.
- 29. Insurance.** The City shall comply with the insurance requirements imposed by state and local laws, regulations, and ordinances. DART shall be named as an additional insured for any insurance policies obtained by the City pertaining to the Project.
- 30. Disputes and Remedies.** Should disputes arise concerning the Project or additional agreed-upon work to be performed under this Agreement, the City and DART shall negotiate in good faith toward resolving such disputes.
- 31. Debarment/Suspension.** The City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance Projects under Executive Order 12549, Debarment and Suspension. The City and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Appendix A of this agreement.
- The City shall ensure compliance with 2 CFR 200.212, by disclosing all information to DART regarding the City's debarment, suspension, or other exclusion from public transactions. The City shall also ensure that any third-party vendor or contractor receiving funding through this Agreement is not debarred, suspended, or otherwise excluded from or ineligible for participation in publicly-funded Projects. The City shall include a statement of compliance with suspension and debarment requirements in applicable procurement solicitations and third-party contracts.
- 32. Nondiscrimination.** In the performance of this Agreement, DART, and the City each warrant that it shall not discriminate against any person on account of race, color, sex, religion, age, disability, ethnicity, national origin, veteran status, citizenship status, or genetic information.
- 33. No Waiver.** Neither Party shall be deemed, by any act or omission, to have waived any of its respective rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. Nothing in this Agreement shall be construed as a waiver of either Party's immunities, defenses, or protections, including but not limited to governmental immunity and statutory caps on damages.

**34. Restrictions on Lobbying.** The City of these funds is prohibited from using monies for lobbying purposes. The City shall comply with the special provision “Restrictions on Lobbying,” which is included as Appendix B of this Agreement. The City shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

**35. Confidentiality.** The City and DART shall ensure that all information, both written and verbal, deemed confidential by law that is obtained through implementation of the Project will remain confidential, subject to provisions of the Texas Public Information Act.

**36. Appendices.** The City agrees to comply with the applicable provisions of the following appendices which are made part of this Agreement:

- Appendix A: Debarment Certification
- Appendix B: Lobbying Certification
- Appendix C: Required FTA Clauses and Compliance Documentation
- Appendix D: Required 2 CFR 200 Clauses and Other Required State Clauses
- Appendix E: Prohibited Telecommunications and Video Surveillance Services or Equipment Certification

IN WITNESS WHEREOF, the Parties have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year last signed by a Party below.

DALLAS AREA RAPID TRANSIT

CITY OF CARROLLTON

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

\_\_\_\_\_  
Name  
Title  
Date: \_\_\_\_\_

**APPENDIX A  
DEBARMENT CERTIFICATION**

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

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

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

**DART requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Appendix A.2 for itself and its principals.**

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

**APPENDIX A.1  
CERTIFICATION INFORMATION**

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

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

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

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

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

**APPENDIX A.2  
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION**

\_\_\_\_\_, being duly  
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

\_\_\_\_\_, nor its principals  
(Name of lower tier participant)

are presently:

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

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

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

**EXCEPTIONS:**

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification

**APPENDIX B  
LOBBYING CERTIFICATION  
RESTRICTIONS ON LOBBYING**

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

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

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

Subcontractors are also required to file with DART a disclosure form, set forth in Appendix B.1, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**APPENDIX B.1  
LOBBYING CERTIFICATION  
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date



**APPENDIX B.2**  
**DISCLOSURE OF LOBBYING ACTIVITIES**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See instructions for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material charge  <p><b>For Material Change Only:</b>                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <input type="checkbox"/> Prime <input type="checkbox"/> Tier _____ <i>if known</i>  Congressional District, <i>if known</i> : _____	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> Congressional District, <i>if known</i> : _____	
<p><b>6. Federal Department Agency:</b></p>	<p><b>7. Federal Project Name/Description:</b></p> CFDA Number if applicable: _____	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> \$ _____	
<p><b>10. a. Name and Address of Lobbying Entity</b>                  (<i>if individual, last name, first name, MI</i>):</p>	<p><b>b. Individuals Performing Services (including address if different from No. 10a)</b>                  (last name, first name, MI):</p>	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<p><b>11. Amount of Payment (check all that apply):</b></p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<p><b>13. Type of Payment (check all that apply):</b></p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p><b>12. Form of payment (check all that apply):</b></p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind specify: nature _____ value _____		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b></p> (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<p><b>15. Continuation sheet(s) SF-LLL-A attached:</b>                              <input type="checkbox"/> Yes                              <input type="checkbox"/> No</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	
<p><b>Federal Use Only:</b></p>	<p><b>Authorized for Local Reproduction Standard Form - LLL</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal Project name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI)
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employees, or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

**CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**Authorized for Local Reproduction**

**Standard Form - LLL-A**

**APPENDIX C**  
**FTA REQUIRED CLAUSES AND COMPLIANCE DOCUMENTATION**

**A. No Obligation by the Federal Government.**

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**B. Project Fraud and False or Fraudulent Statements or Related Acts.**

1. The Contractor acknowledges that the provisions of the Project Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Project Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Project Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

**C. Access to Records.**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR 200.317-.326, the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees,

pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the Projects described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the Projects described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR 200 Appendix II, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 200.336.

6. FTA does not require the inclusion of the above Access to Records requirements in subcontracts.

#### **D. Federal Changes.**

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**E. Civil Rights.**

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Projects, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**F. Disadvantaged Business Enterprise.**

1. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR, Part 26, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently the DBE requirements of 49 CFR, Part 26, exclusive of Subpart D, apply to this agreement. DART and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR, Part 26, Subpart A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, DART and its subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, exclusive of Subpart D, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. DART and its subcontractors shall not discriminate on the basis of race, creed, color, national origin, sex, or disability, in the award and performance of contracts funded in whole or in part with federal funds.

**G. Disputes and Remedies.**

1. Should disputes arise concerning the Project of Projects or additional agreed upon work to be performed under this Contract, the Contractor and DART shall negotiate in good faith toward resolving such disputes. DART shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Project. Violation or breach of Contract terms by the Contractor may be grounds for termination, and should said disputes be irreconcilable, DART shall terminate the agreement by default. Any costs directly related to the termination shall be paid by the Contractor, provided such amount shall not exceed the total contract amount for Contractor under this Agreement.

**H. Clean Air.**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**I. Clean Water.**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees

that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**J. Cargo Preference - Use of United States-Flag Vessels.**

1. The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.\

**K. Contract Work Hours and Safety Standards.**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** - The Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime



contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**L. Energy Conservation.**

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

**M. Americans with Disabilities Act.**

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

**N. Buy America.**

1. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

**O. Intelligent Transportation Systems (ITS).** The contractor shall coordinate appropriately to ensure compliance with the Regional ITS Policy, and plan accordingly for the implementation of recommended systems. The contractor shall provide to DART a Statement of Architecture Consistency for all applicable projects. The Contractor shall include a clause in all applicable procurement bids and Third-Party contracts for required coordination with National/Regional ITS Architecture.

**P. Incorporation of Federal Transit Administration Terms.**

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

to perform any act, or refuse to comply with any Purchaser requests which would cause the Purchaser to be in violation of the FTA terms and conditions.

**Q. Safe Operation of Motor Vehicles.**

1. **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and Projects for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor.
2. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## APPENDIX D

**REQUIRED 2 CFR 200 CLAUSES and Other Required State Clauses**  
**Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards**

1. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Service Provider shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. **Davis-Bacon Act.** Service Provider agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** Service Provider agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** Service Provider agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Service Provider agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** Service Provider is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance Projects under Executive Order 12549, Debarment and Suspension. Service Provider and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions,” which is included as Attachment A of this agreement.
7. **Restrictions on Lobbying.** Service Provider of these funds is prohibited from using monies for lobbying purposes; Service Provider shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment B of this Agreement. Service Provider shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
8. **Procurement of Recovered Materials.** Service Provider agrees to comply with all applicable provisions of 2 CFR §200.322.
9. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471,

DART is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Service Provider agrees that it is not providing DART with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Service Provider shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification” which is included as Appendix E of this Agreement. The Service Provider shall pass these requirements down to any of its contractors funded under this Agreement. The Service Provider shall notify DART if the Service Provider cannot comply with the prohibition during the performance of this Agreement.

- 10. Domestic Preference.** As appropriate and to the extent consistent with law, the Service Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

APPENDIX E

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
C) Telecommunications or video surveillance services used by such entities or using such equipment.
D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

NAME OF AUTHORIZED PERSON: \_\_\_\_\_
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_
NAME OF COMPANY: \_\_\_\_\_
DATE: \_\_\_\_\_
PROJECT NAME: \_\_\_\_\_

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

NAME OF AUTHORIZED PERSON: \_\_\_\_\_
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_
NAME OF COMPANY: \_\_\_\_\_
DATE: \_\_\_\_\_
PROJECT NAME: \_\_\_\_\_



August 2, 2023

Ms. Nadine S. Lee  
President and Chief Executive Officer  
Dallas Area Rapid Transit  
P. O. Box 660163  
Dallas, Texas 75266

Dear Ms. Lee:

City staff has reviewed and will recommend approval of the proposed pedestrian improvements detailed in the Amended and Restated Interlocal Agreement between the City of Carrollton and DART for the Silver Line Regional Rail Project Pedestrian Improvements. Staff will make a formal recommendation in support of the pedestrian improvements to the City Council at a future meeting.

Please accept this letter of support for the proposed improvements. We look forward to our continued partnership in advancing the Silver Line project. Please feel free to contact me at (972) 466-3001 or at [marc.guy@cityofcarrollton.com](mailto:marc.guy@cityofcarrollton.com) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Guy", is written over a faint, light-colored signature line.

Marc Guy  
Assistant City Manager

Copy: Erin Rinehart, City Manager  
Jonathan Wheat, Director of Engineering

**CITY MANAGER'S OFFICE**

1945 Jackson Road, Carrollton, Texas 75006 | 972-466-3001  
P.O. Box 110535, Carrollton, Texas 75011-0535 | [cityofcarrollton.com](http://cityofcarrollton.com)



# Agenda Report

*Committee-of-the-Whole*

<b>Voting Requirements: Majority</b>
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**DATE:** September 12, 2023

**SUBJECT:** Approval of Recommendations on Service Pilot Status for South Dallas GoLink and West Dallas On Demand Shuttle Services

## RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute recommendations on service pilot status for South Dallas GoLink and West Dallas On Demand Shuttle services: (1) convert the South Dallas GoLink pilot into a permanent service; and (2) extend the West Dallas On Demand Shuttle pilot for one year through December 31, 2024.

## FINANCIAL CONSIDERATIONS

- The Recommendations on Service Pilot Status for South Dallas GoLink and West Dallas On Demand Shuttle Services are included in both the Mobility Management Services Department's and Service Planning and Scheduling Department's proposed FY 2024 Operating Budgets.
- Sufficient funding for the proposed service changes is included in both the Mobility Management Services Department's and Service Planning and Scheduling Department's proposed FY 2024 Operating Budgets and the Total Operating Expense line item of the FY 2023 Twenty-Year Financial Plan.

## BUSINESS PURPOSE

- This resolution will assist DART in achieving Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiative; Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations; Strategic Priority 3: Innovate to enhance mobility options, business processes and funding; and Strategic Priority 5: Enhance DART's role as a recognized local, regional and national transportation leader.
- This resolution will assist DART in providing more reliable and accessible services to the South Dallas and West Dallas communities.
- The South Dallas GoLink and West Dallas On Demand Shuttle pilots allow DART to test innovative service concepts prior to permanent implementation. In both cases, microtransit service is overlaid with robust, fixed route services in predominantly low-income and minority communities. The evaluation criteria are centered at service effectiveness, system impact, and community support. The evaluation model could be applicable in other areas as well as inform recommendations in the area plan development underway.

- South Dallas GoLink
- The South Dallas GoLink pilot was created in April 2021 to provide on demand service for the 8.5-square-mile South Dallas Fair Park area covering 26,900 residents, along with several fixed bus routes and four light rail stations. The pilot was created to understand the impacts of overlaying a GoLink zone in areas with fixed route services. The pilot operates seven days a week, 5AM through midnight.
- On January 25, 2022 (Resolution No. 220011), the DART Board approved an experimental extension of the South Dallas GoLink pilot to January 2023 with expanded service hours of Weekday 5AM - 8PM. The one-year extension allowed DART to further evaluate the service performance and customer experience with continuous marketing and outreach efforts as well as the context of DARTzoom new bus network.
- On November 15, 2022 (Resolution No. 220178), staff sought Board approval to convert the South Dallas GoLink Pilot to a permanent service based on its strong performance and community support. Per the Board's direction, the South Dallas GoLink Pilot was extended for one year to January 2024 to allow more time to evaluate service performance and customer feedback.
- The service days and hours of all GoLink zones including the South Dallas GoLink Pilot was expanded to seven days a week, 5AM through midnight, since January 2023.
- South Dallas GoLink Pilot ridership has been significantly improved since its inception. The average Weekday ridership of South Dallas GoLink pilot increased from the modest 1 in May 2021 to 229 in July 2023. The Saturday and Sunday ridership was 190 and 160, respectively, in July 2023. The monthly total ridership in July 2023 was 6,498 which ranked #3 of the 30 GoLink zones. The riders per hour of South Dallas GoLink in July 2023 was 5.1 compared to 3.6 of the GoLink program's average. The subsidy per rider of South Dallas GoLink pilot in July 2023 was \$10.35 compared to \$15.01 of the GoLink program's average. The outstanding performance statistics warrant the conversion of the South Dallas GoLink pilot into permanent service.
- In the meanwhile, the ridership of the seven bus routes serving South Dallas grew rapidly as well. From July 2022 to July 2023, their ridership has increased 28%, higher than the bus system total growth of 19%. The success of South Dallas GoLink Pilot has not adversely affected ridership on the fixed route bus network that it overlays.
- Nearly thirty percent (29.7%) of South Dallas GoLink pilot riders connected with one of the four rail stations, indicating entrance into the rail system to continue their journey.
- Seventy-one percent (71%) of Pilot's riders would have to transfer at least once on the fixed route services for their current one-seat rides.
- Eight percent (8%) of Pilot's riders are not within walking distance to the fixed route services.
- The South Dallas GoLink Pilot has received tremendous attention and support from communities and stakeholders. A predominantly African American and Hispanic neighborhood, the South Dallas area also has one of the highest rates of poverty and unemployment and has been a known food desert for many years. The cohesive, full-profile public transportation services (bus, rail, and GoLink) DART provides to South Dallas has been playing a vital role to revitalize the communities.



- The South Dallas GoLink has been piloting for over two years with two extensions. The service has been integrated as an important component into South Dallas communities' daily life. Converting it into a permanent service is not only supported by its proven success and public endorsement, but also demonstrates DART's clear long-term commitment to this service. This conversion into permanent service will offer stability, efficiency, the ability to fully realize the benefits of this pilot, making it a more strategic and impactful decision. The evaluation model centered at service effectiveness, system impact, and community support as well as the findings of this pilot could be applicable in other areas and could inform recommendations in the area plans underway.
- The map of the South Dallas GoLink service is included in Exhibit 1 to the resolution.
- West Dallas On Demand Shuttle
- On November 15, 2022 (Resolution No. 220176), the DART Board approved a one-year pilot of the West Dallas On Demand Shuttle, with Circuit Transit, LLC, providing last mile connection and microtransit mobility option to the West Dallas communities. The pilot is effective from January 1, 2023, to December 31, 2023.
- On November 15, 2022 (Resolution No. 220177), the DART Board approved a one-year funding agreement with Toyota Motor North America, Inc., for the West Dallas Site-Specific Shuttle Service pilot program in a total authorized amount not to exceed \$215,000, with Toyota's 50% share not to exceed \$315,000, and a remaining \$100,000 advertising credit provided by the vendor.
- The West Dallas On Demand Shuttle pilot is based on a partnership with Toyota Motor North America, Inc. (Toyota) authorized by DART Board Policy III.16, Site-Specific Shuttle Service Policy. The DART financial contribution is no more than \$215,000 towards the total cost of \$630,000 for the existing one-year pilot.
- Circuit is the service operator for the West Dallas On Demand Shuttle pilot who also contributes no less than \$100,000 advertisement revenue towards the total cost of the \$630,000. Circuit uses a 100% electric fleet for the West Dallas On Demand Shuttle pilot.
- The West Dallas On Demand Shuttle Service has been serving an average of 4,414 riders a month, peaking in March 2023 at 5,397 riders. From January through July 2023, the average weekday ridership was 207, riders per hour was 4.3, average waiting time was 14.1 minutes, and the customer rating was high at 4.8 out of 5.0. Benefiting from its high service performance as well as the financial contribution from Toyota and Circuit, the West Dallas On Demand Shuttle's year-to-date average subsidy per rider was \$4.06, compared to \$16.63 of DART GoLink average.
- The service received high community support. During the public hearing in May 2023, Dallas Council Member Omar Narvaez voiced his strong support of the service, which he used on a regular basis and upon which many of his constituents depended.
- The West Dallas On Demand Shuttle service supplements fixed route bus and GoLink in the area, as well as connects with DART major transit stations including Union Station and West End Station. There are a total of seven bus routes serving the West Dallas On Demand Shuttle's service area. From January 2023 to July 2023, the weekday ridership of West Dallas's bus routes went up 26% exceeding the 23% of the bus system average growth.
- The West Dallas On Demand Shuttle Service Area has a dense population of senior assisted living, affordable housing, schools, and grocery stores. The door-to-door service offered by the

West Dallas On Demand Shuttle is particularly valuable for the vulnerable populations in the area who need additional mobility assistance. Fifty-five percent (55%) of West Dallas On Demand Shuttle's riders have to transfer at least once within the Zone if the West Dallas On Demand Shuttle Service does not exist. Five percent (5%) of West Dallas On Demand Shuttle's riders are not within walking distance to DART transit service.

- Approximately nine percent (9.1%) of the West Dallas On Demand Shuttle's riders responding to the regional on-board survey indicated they used the service to connect to ride DART bus, rail, or GoLink system. Specifically, the connection with West End Station is new since January 1, 2023, and there were 100 riders of West Dallas On Demand Shuttle who utilized this connection in July 2023. With more outreach and marketing, the usage of this connection would be further strengthened.
- Toyota has confirmed their continued interest to fund and support the West Dallas On Demand Shuttle service in partnership with DART.
- The current one-year pilot ends on December 31, 2023. Its strong service performance, wide community support, and high cost-effectiveness has demonstrated its value. DART seeks a one-year extension of the pilot to allow further analysis of the long-term value and implications aligning with DART's strategic interest in West Dallas. The evaluation model centered at service effectiveness, system impact, and community support as well as the ultimate findings of this pilot could be applicable in other areas and could inform recommendations in the area plans underway.
- The map of the West Dallas On Demand Shuttle Pilot service is included in Exhibit 2 to the resolution.

## **LEGAL CONSIDERATIONS**

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

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

**Approval of Recommendations on Service Pilot Status for South Dallas GoLink and West Dallas On Demand Shuttle Services**

WHEREAS, DART continuously monitors transit services to assure that established standards of effectiveness and efficiency are met; and

WHEREAS, the South Dallas GoLink pilot was created in April 2021 and was extended twice through late January 2024 to provide on demand service to the South Dallas stakeholders and communities; and

WHEREAS, the South Dallas GoLink pilot has been demonstrating outstanding performance statistics with 6,498 riders, 5.1 riders per revenue hour, and \$10.35 subsidy per passenger, ranking #3 in the entire GoLink program in July 2023; and

WHEREAS, the ridership of fixed bus routes in South Dallas has increased 28% annually, exceeding the bus system's overall growth; and

WHEREAS, the South Dallas stakeholders and communities continue to endorse the South Dallas GoLink service with high customer satisfaction; and

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

WHEREAS, in accordance with Policy No. III. 16, DART and Toyota Motor North America, Inc., (aka "Toyota") has established a partnership to jointly fund the West Dallas On Demand Shuttle pilot from January 1 through December 31, 2023; and

WHEREAS, the West Dallas On Demand Shuttle pilot has been performing high at an average monthly ridership of 4,414, waiting time of 14.1 minutes and DART subsidy per rider of \$4.06; and

WHEREAS, the West Dallas On Demand Shuttle supplements fixed route bus and GoLink in the area, as well as connects with DART major transit stations including Union Station and West End Station. The ridership of fixed bus routes in West Dallas has increased 26% since January 2023, exceeding the bus system's overall growth; and

WHEREAS, a one-year extension of the West Dallas On Demand Shuttle pilot would allow further analysis of the long-term value and implications under enhanced marketing and outreach efforts aligning with DART's strategic interest in West Dallas; and

WHEREAS, Toyota has confirmed their continued interest to fund and support the West Dallas On Demand Shuttle service in partnership with DART; and

WHEREAS, funding for both services are within proposed FY 2024 Budget and FY 2023 Twenty-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 recommendations on service pilot status for South Dallas GoLink and West Dallas On Demand Shuttle services: (1) convert the South Dallas GoLink pilot into a permanent service; and (2) extend the West Dallas On Demand Shuttle pilot for one year through December 31, 2024.

**Approval of Recommendations on Service Pilot Status for South Dallas GoLink and West Dallas  
On Demand Shuttle Services**

/s/ Dee Leggett

Prepared by:

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Dee Leggett  
Executive Vice President  
Chief Development Officer

/s/ Gene Gamez

Approved as to form:

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Gene Gamez  
General Counsel

/s/ Nadine S. Lee

Approved by:

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Nadine S. Lee  
President & Chief Executive Officer

# Approval of Recommendations on Service Pilot Status for South Dallas GoLink and West Dallas On Demand Shuttle Services

Exhibit 1. South Dallas GoLink Pilot Map



**Approval of Recommendations on Service Pilot Status for South Dallas GoLink and West Dallas On Demand Shuttle Services**

Exhibit 2. West Dallas On Demand Shuttle Pilot Map





# Agenda Report

*Committee-of-the-Whole*

**Attachment:**  
**1. 3Q FY 2023 Report**

**DATE:** September 12, 2023

**SUBJECT:** Briefing on Third Quarter FY 2023 Ridership

## RECOMMENDATION

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

## BUSINESS PURPOSE

- This briefing will assist DART in achieving Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; and Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations.
- This briefing contributes to DART's commitment to reliability, security, and cleanliness by advancing efforts to provide frequent, reliable, and improved service for DART customers (both existing and future).
- For many years, DART staff have compiled quarterly reports on ridership and service performance. These reports are prepared in accordance with DART's service performance monitoring system as described in DART's Service Standards Policy. Before FY 2023, the ridership reports were distributed as a part of DART's Quarterly Operating, Financial Performance, and Compliance Reports.
- Starting with FY 2023, the ridership reports have been distributed via memorandums to the Board of Directors. Starting with the FY 2023 third quarter report, staff will brief the Board of Directors quarterly on key ridership and performance trends, and September 2023 marks the first such briefing.
- Attachment 1 includes the 3Q FY 2023 report, and the briefing will highlight key ridership and route performance trends drawn from third quarter data and more recent information.
- The first section of the report focuses on key ridership trends and some of the underlying factors behind the ridership, with sections for system ridership, bus ridership, light rail ridership, TRE ridership, and streetcar ridership. It also highlights monthly ridership trends for key modes and summarizes passenger boardings broken out for each DART city.
- The second section of the report includes the analysis of route performance. Each bus route is evaluated over three measures of performance, including riders per revenue hour, passenger miles per revenue mile, and subsidy per rider. Each GoLink zone is evaluated by two measures of performance: riders per revenue hour and subsidy per rider. The report identifies routes or zones exhibiting deficient performance in accordance with DART Service Standards, with commentary discussing each deficient performer.



## Briefing on Third Quarter FY 2023 Ridership

### Ridership and Route Performance Highlights

- R2 Introduction
- R4 Total System Ridership
- R6 Bus System Ridership
- R7 Light Rail System Ridership
- R8 Trinity Railway Express Ridership
- R9 Streetcar
- R10 Ridership Tables
- R13 Bus Route and GoLink Zone Performance Report

## Briefing on Third Quarter FY 2023 Ridership

### Introduction

This Quarterly Report starts with the total system ridership summary and focuses on fixed-route ridership, including Bus, Light Rail, Trinity Railway Express (TRE), and Streetcar. Beginning with the first quarter of FY22, McKinney Avenue Trolley (MATA) ridership numbers and GoLink numbers are removed from Bus. MATA ridership is included with Dallas Streetcar ridership numbers under the Streetcar mode and GoLink is reported as a separate mode. Fixed-route ridership reporting includes the number of unlinked passenger trips (*e.g.*, boarding passengers are counted, resulting in transferring passengers being counted each time they board a vehicle).

The comparison of FY 2023 Q3 with FY 2022 Q3 reflects the ongoing ridership recovery post-pandemic as people return to in-office jobs and schools. To understand the ridership compared to pre-pandemic levels, this report also compares FY 2023 Q3 with FY 2019 Q3.

To ease the impact of the Bus Operator shortage, bus route frequency changes were implemented on June 13, 2022, to 31 bus routes. Combined with more aggressive hiring, changes in overtime utilization, and other efforts, missed trips have been substantially reduced. Effective on December 12, 2022, DART began restoring services to their original frequency, starting with nine busiest bus routes serving equity focused communities. The remaining 22 routes were restored on January 23, 2023, so majority of the FY 2023 Q3 covers the period after the service frequencies were fully restored.

In addition, beginning January 23, 2023, all GoLink zones (except for the Inland Port Connect which is sponsored by the Inland Port Transportation Management Association) operated seven days a week 5am through midnight. From January 1, 2023, DART also funded a one-year pilot of West Dallas on demand shuttle in partnership with Toyota, whose ridership was reflected to the microtransit mode along with GoLink.

Ridership statistics can be examined in several ways: totals, averages, and ratios related to service levels. Each reporting technique has its value in analyzing ridership, and each presents data from a different perspective. While total ridership is an important measure, it can vary significantly from month to month because of seasonality and the variation in the number of Weekdays, Saturdays, and Sundays in a month. The use of average daily ridership figures eliminates the issue of monthly calendar differences and makes direct comparisons of ridership more realistic. Average weekday ridership is the primary measurement discussed in this report.

DART uses automatic passenger counters (APC) to report bus, Streetcar, and TRE ridership. Light rail (LRT) ridership is determined by statistically factoring APC sample monthly data. Paratransit ridership is compiled from daily trip manifests. The availability of APC data also allows for more accurate counts of ridership by DART city. The ridership estimates for each of the 13 DART cities have been based upon stop-level APC boardings. The results of the new approach appear in Table 3.

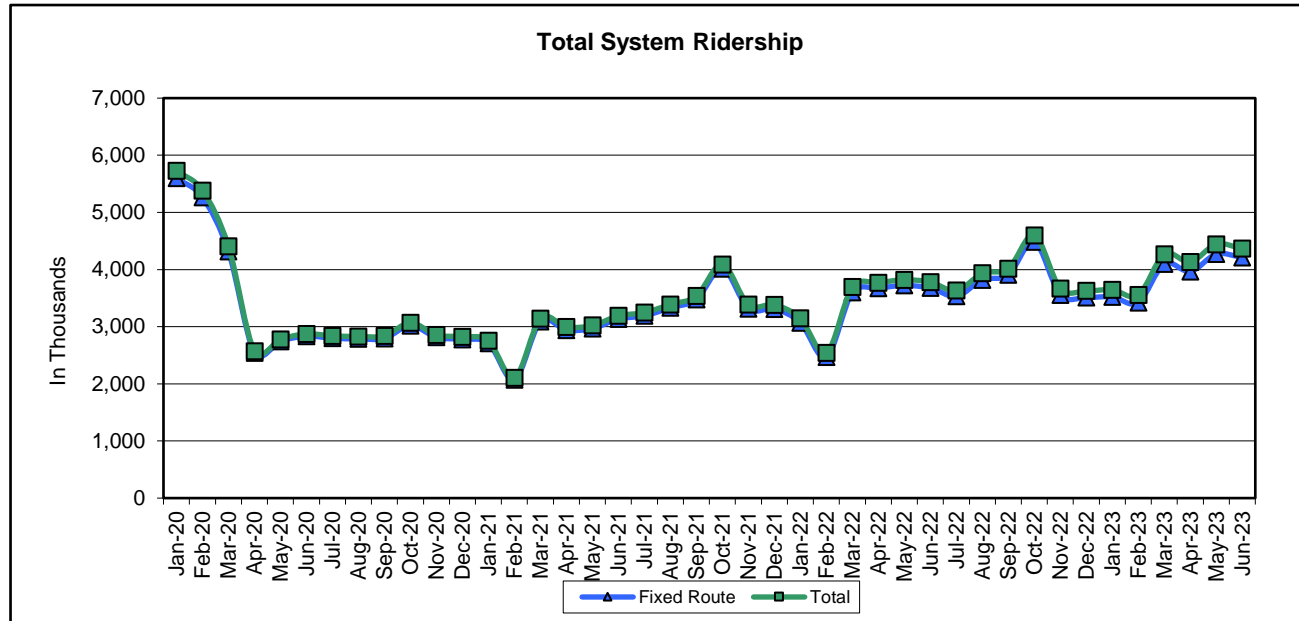
The productivity of DART services relative to the resources used to supply those services is reported by ratios that measure performance. Each bus route and GoLink zone is evaluated quarterly to determine if it performs above or below standard. Services that fall below standard for all three performance measures (utilization of resources target, utilization of capacity target, fiscal responsibility target) are identified as low performers. A route with low performance is then reviewed to determine whether any follow-up action is needed; actions can range from targeted marketing to service adjustments to (in rare cases) discontinuation of service.

**Briefing on Third Quarter FY 2023 Ridership**

The Board of Directors adopted the revised Service Standards Policy during December 14, 2021, COTW/Board meeting. The revised Standards apply to the new bus network implemented on January 24, 2022, and are reflected in this FY 2023 Q3 report. The New Bus Network was designed to increase frequency, reduce travel time, improve service, and provide better access to DART service area residents, with low-performing fixed route bus routes replaced by GoLink service.

Briefing on Third Quarter FY 2023 Ridership

**Total System Ridership**



- Total system ridership includes fixed routes (bus, light rail and commuter rail, Streetcar), Paratransit, and GoLink riders. Riders of both scheduled and special event services are reported. Total system ridership was 14.1% higher than in the same period last year.
- With more employees returning to work for on-site, schools back in person, and physical special events, as well as service improvement, DART system ridership has been consistently edging up.
- On January 24, 2022, DART’s New Bus Network was fully implemented. The New Bus Network was designed to increase frequency, reduce travel time, improve service, and provide better access to DART service area residents. The entire bus network was also re-designed with low-performing routes replaced by GoLink service.
- As the year went on, continued Bus Operator attrition led to an unacceptable number of missed trips and a large volume of complaints about unreliable bus service. Like many other transit agencies, DART responded in June 2022 with a series of temporary service adjustments – all to the most frequent service – designed to reduce the pressure. Combined with more aggressive hiring, changes in overtime utilization, and other efforts, missed trips have been substantially reduced. The agency has restored normal service levels on 9 priority bus routes first since December 12, 2022, and on the remaining 22 bus routes on January 22, 2023.
- Beginning January 23, 2023, all GoLink zones (except for the Inland Port Connect which is sponsored by the Inland Port Transportation Management Association) operated seven days a week 5am through midnight.
- From January 1, 2023, DART also funded a one-year pilot of West Dallas on demand shuttle in partnership with Toyota, whose ridership was reflected to the microtransit mode along with GoLink.
- Total system ridership in the third quarter of FY 2023 was 12.9 million riders, an increase of 14.1% from the third quarter of FY 2022 but a decrease of 25.3% from the third quarter of FY 2019 (pre-pandemic).
- Fixed route ridership totaled 12.4 million passengers in the third quarter of FY 2023, an increase of 13% from the third quarter of FY 2022 but a decrease of 27% from the third quarter of FY

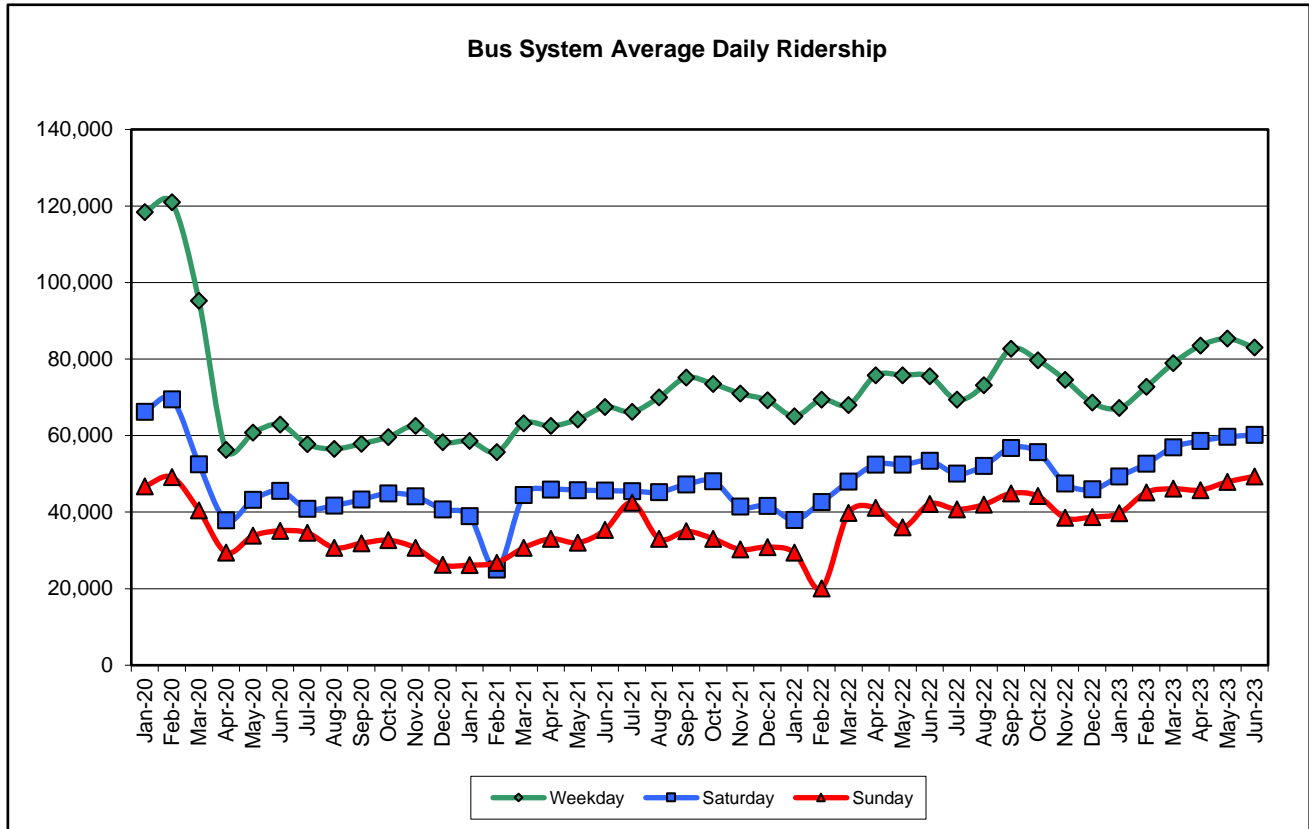
**Briefing on Third Quarter FY 2023 Ridership**

2019 (pre-pandemic).

- Bus System ridership totaled 6.8 million riders in the third quarter of FY 2023, 14.1% above the third quarter of FY 2022 but 27.9% below the third quarter of FY 2019.
- Light rail ridership for the third quarter FY 2023 ended June 30, 2023, was 5.2 million, an increase of 11.9% from the third quarter of FY 2022 but a decrease of 24.5% from FY 2019 third quarter ridership of 6.9 million.
- TRE ridership was 271.5K passengers in the FY 2023 third quarter, seeing an increase of 2.6% from the third quarter of FY 2022 but still a significant decrease of 44.3% from the same quarter in FY 2019.
- Streetcar including Dallas streetcar and M-Line Trolley ridership for the third quarter ended June 30, 2023, was 144.9K, a reduction of 1.3% compared to last year. The reduction is mainly on the M-Line Trolley side, which shows reduction since last Spring 2022.
- Paratransit ridership for the third quarter ended June 30, 2023, was 222.1K, an increase of 15.5% from the third quarter of FY 2022, and a decrease of 3.5% from FY 2019 pre-pandemic ridership level.
- GoLink ridership for the third quarter of FY23 was 272.8K, which was 160.5% higher than the third quarter of FY22, and up by 408.2% from the third quarter of FY 2019. The impressive increase is attributable to implementation of the full New Bus Network since January 22, 2022, as well as the expanded service days and hours to seven days a week 5a to midnight since January 23, 2023.

Briefing on Third Quarter FY 2023 Ridership

**Bus System Ridership**



- Bus System ridership totaled 6.8 million riders in the third quarter of FY 2023, 14.1% above the third quarter of FY 2022 but 27.9% below the first quarter of FY 2019 (pre-pandemic).
- Average weekday ridership in the third quarter of FY 2023 was 83.9K daily riders, a 11.4% increase from the same quarter of FY 2022 and a 29.9% decrease from FY 2019. Saturday bus system ridership averaged 59.4K daily riders, up by 12.8% from last year but down by 20.6% from FY 2019. Sunday bus system ridership averaged 47.5K daily riders, a significant increase of 21.2% from the same quarter of FY 2022 but a decrease of 16.2% from FY 2020.
- Bus ridership recovered much quickly on Weekends than Weekdays reflects the travel behaviors of today’s riders who are more transit reliant compared to pre-pandemic time. Moreover, the new bus network focused on improving service frequency on Weekends, middays and off-peak times which boosted ridership during those time periods.
- DART implemented severe weather operating scenario in February 2022 during the snowstorm impacted days when bus service was operated based on Sunday service level. Thus, those low ridership days in February 2022 were counted towards Sunday ridership which set up a lower baseline for the annual ridership comparison and resulted in the significant Sunday ridership increase FY 2023 compared to FY 2022.

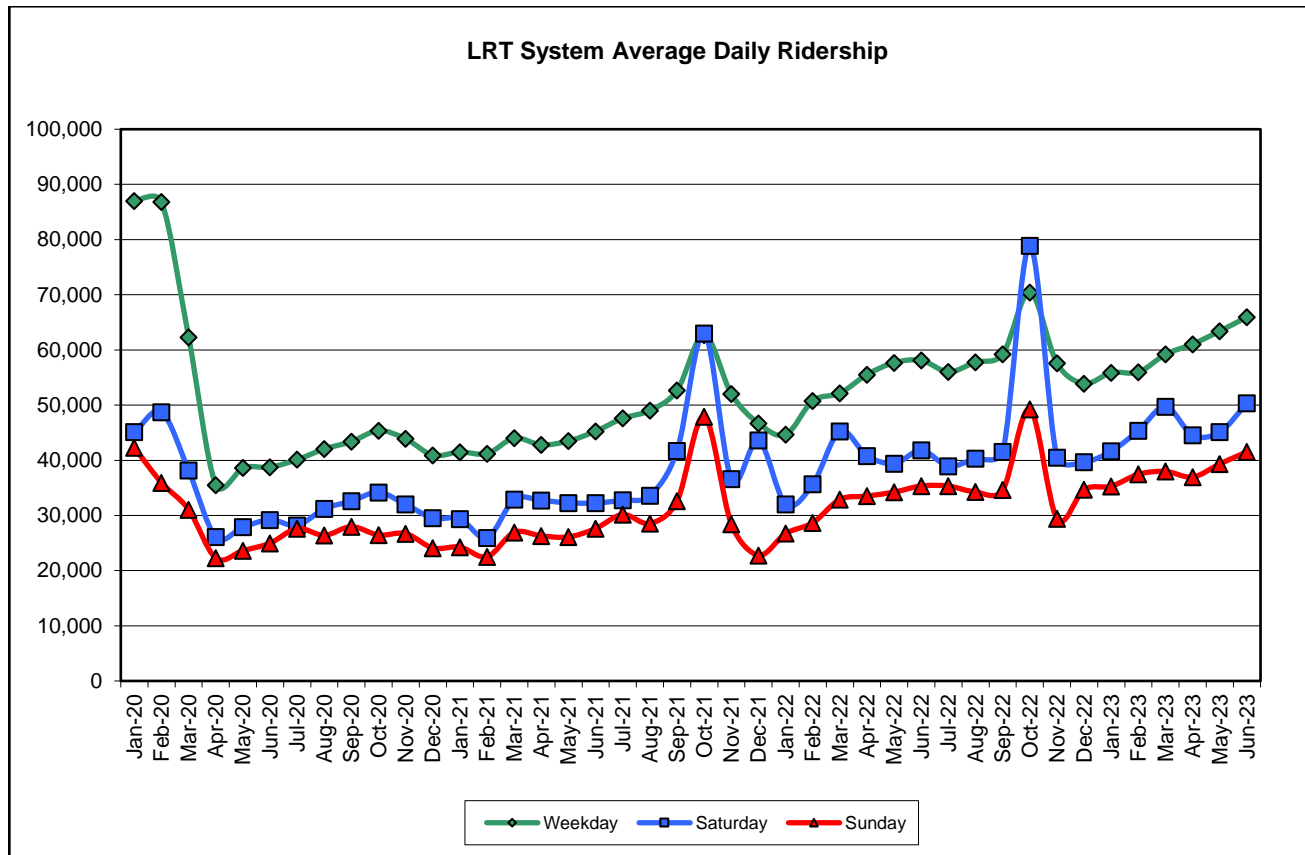
**Briefing on Third Quarter FY 2023 Ridership**

- The most heavily patronized routes from the New Bus Network in the FY 2023 third quarter, by route classification, were:

<b>New Route Type</b>	<b>New Route Number and Name</b>	<b>Average Weekday Ridership</b>
Frequent	57-Westmoreland	3,285
Local	101-Hampton	1,830
Local Coverage	230-Irving Blvd	1,630
Express	308-Northwest Plano Express	399
Shuttle	883 UTD	4,043

Briefing on Third Quarter FY 2023 Ridership

Light Rail System Ridership

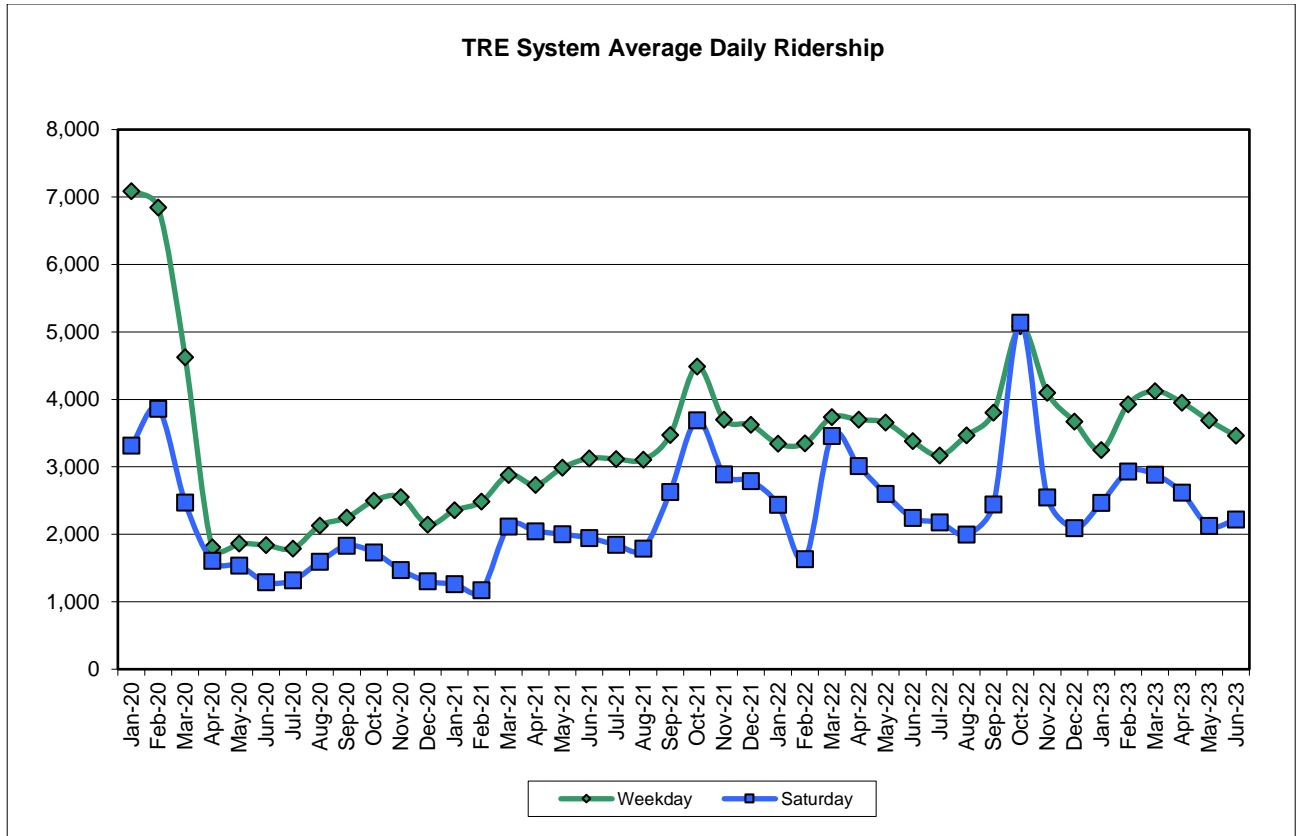


- Light rail ridership for the third quarter ended June 30, 2023, was 5.2 million, an increase of 11.8% from the third quarter of FY 2022 but a decrease of 24.4% from FY 2019 third quarter.
- Weekday ridership in the third quarter averaged 63.5K passengers, an increase of 11.2% from the third quarter of FY 2022 but a decrease of 24.4% from the third quarter of FY 2019.
- Saturday ridership in the third quarter averaged 46.5K passengers, an increase of 14.3% from the third quarter of FY 2022 and an increase of 9.2% from the third quarter of FY 2019.
- Sunday ridership in the third quarter averaged 39.1K passengers, an increase of 13.9% from the third quarter of FY 2022 and a total increase of 13.5% from the third quarter of FY 2019 (pre-pandemic).
- Similar to Bus, the Light Rail ridership also recovered much faster during the Weekends than Weekdays. While Weekday ridership was at 69.3% pre-pandemic ridership level in FY2023 Q3, Saturday and Sunday ridership exceeded the pre-pandemic ridership level.



Briefing on Third Quarter FY 2023 Ridership

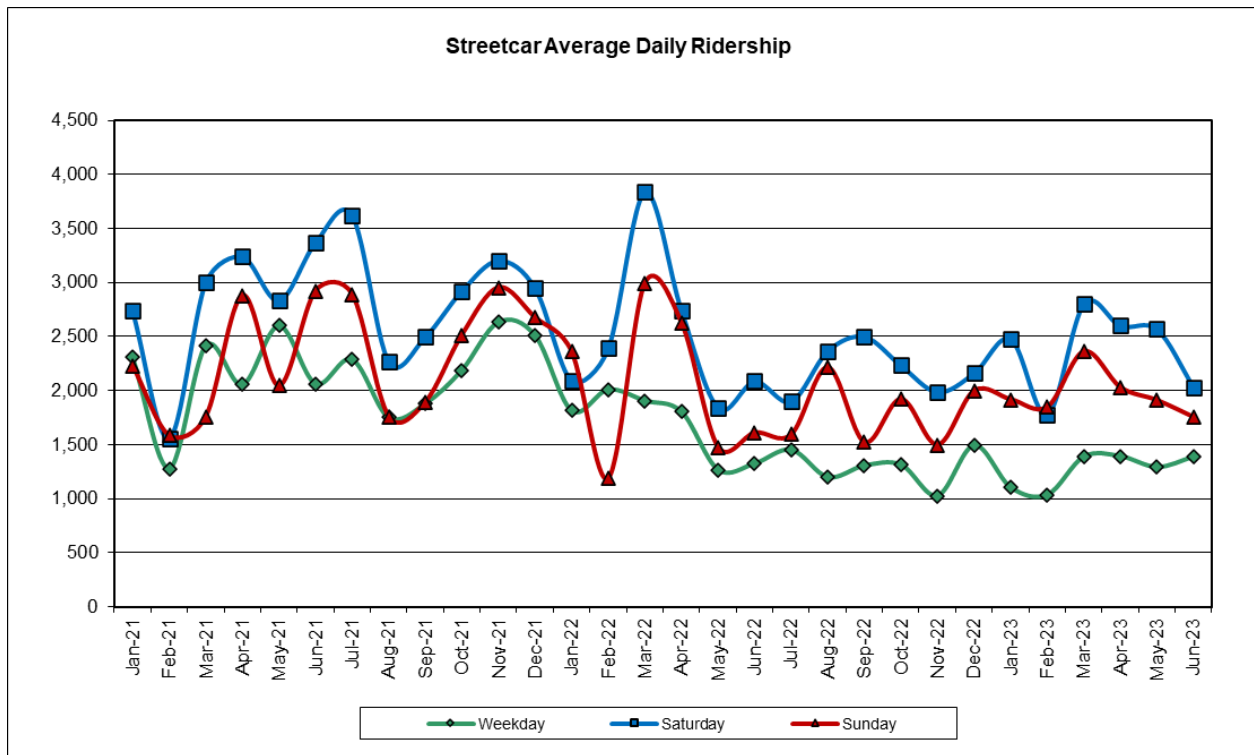
**Trinity Railway Express Ridership**



- TRE ridership was 272.0K passengers in the third quarter, an increase of 2.6% from the third quarter of FY 2022 but still a decrease of 44.3% from the same quarter in FY 2019. The corporate commuter market has been slowly recovering.
- Weekday ridership on the TRE averaged 3.8K daily riders in the third quarter, a 5% increase from FY 2022 but still a decrease of 46.3% from FY 2019. Saturday ridership in the third quarter averaged 2.3K daily riders, a decline of 11.5% from FY 2022 and a decrease of 21.9% from the third quarter of FY 2019.

Briefing on Third Quarter FY 2023 Ridership

**Streetcar Ridership**



- Streetcar ridership for the third quarter ended June 30, 2023, was 144.9K, a decrease of 1.3% from the same quarter of FY 2022 and a decrease of 31.3% from FY 2019. The decrease was mainly contributed by the M-Line Trolley which experienced ridership loss since late Spring 2022.
- Weekday ridership averaged 1.3K daily riders in the third quarter of FY 2023, a decrease of 7.2% from FY 2022 and a decrease of 43.9% from FY 2019.
- Saturday ridership averaged 2.4K daily riders in the third quarter of FY 2023, an increase of 6.7% from FY 2022 but a decrease of 20.5% from FY 2019.
- Sunday ridership averaged 1.9K daily riders in the third quarter of FY 2023, an increase of 3.5% from FY 2022 and 25.7% decrease from FY 2019.
- Similar to other major fixed route modes, the Streetcar ridership recovered more quickly on Weekends than Weekdays. While FY 2023 Q3 Weekday ridership was at 56% pre-pandemic ridership level, the Saturday ridership reached 79.5% of pre-pandemic ridership level and Sunday ridership reached 74.3% pre-pandemic ridership level.

## Briefing on Third Quarter FY 2023 Ridership

**Ridership Tables**

The following tables provide summaries of ridership results during the quarter. Bus numbers prior to October 2021 include MATA and GoLink. Bus numbers for and after October 2021 (starting from FY 2022) do not include MATA or GoLink ridership. As of October 2021, MATA ridership is included with Streetcar, and GoLink ridership is reported separately.

**Table 1: Total Monthly Fixed-Route Ridership (25-Month Trending) in Thousands**

Fiscal Year	Month	Bus Monthly	LRT Monthly	Commuter Rail Monthly	Streetcar Monthly	Fixed Route Total
2021	May	1,698	1,188	69.7	12.9	2,969
	June	1,809	1,236	76.6	12.7	3,134
	July	1,788	1,315	74.7	13.4	3,191
	August	1,886	1,356	75.5	13.2	3,331
	September	1,942	1,436	85.1	14.0	3,477
2022	October	1,949	1,872	121.7	73.2	4,016
	November	1,778	1,366	88.5	83.5	3,316
	December	1,827	1,313	90.0	80.9	3,311
	January	1,703	1,226	79.9	60.4	3,070
	February	1,369	983	68.3	46.8	2,468
	March	1,915	1,512	99.7	71.2	3,598
	April	2,013	1,504	94.2	60.1	3,672
	May	2,017	1,574	87.1	42.8	3,721
	June	1,963	1,587	83.3	43.9	3,678
	July	1,882	1,527	74.2	48.1	3,532
	August	2,060	1,628	87.7	45.9	3,821
September	2,187	1,584	89.7	45.0	3,905	
2023	October	2,173	2,120	141.8	48.3	4,483
	November	1,924	1,502	94.7	38.0	3,558
	December	1,867	1,504	89.2	52.2	3,513
	January	1,846	1,552	78.1	44.9	3,521
	February	1,846	1,451	90.3	35.2	3,423
	March	2,228	1,712	106.4	52.6	4,099
	April	2,192	1,629	92.8	50.9	3,964
	May	2,356	1,773	93.8	48.2	4,270
June	2,264	1,818	85.0	45.6	4,212	

## Briefing on Third Quarter FY 2023 Ridership

Table 2: Average Weekday Fixed-Route Ridership (25-Month Trending) in Thousands

Fiscal Year	Month	Bus Weekday	LRT Weekday	Commuter Rail Weekday	Streetcar Weekday	Fixed Route Total
2021	May	64.2	43.5	3.0	.4	111.3
	June	67.5	45.3	3.1	.4	116.3
	July	66.2	47.6	3.1	.5	117.7
	August	70.0	49.0	3.1	.5	124.0
	September	75.1	52.7	3.5	.5	132.0
2022	October	73.5	62.7	4.5	2.2	142.0
	November	71.0	52.0	3.7	2.6	129.0
	December	69.2	46.7	3.6	2.5	121.8
	January	65.1	44.6	3.3	1.8	115.3
	February	69.4	50.8	3.3	2.0	125.9
	March	68.0	52.2	3.7	1.9	125.7
	April	75.7	55.5	3.7	1.8	136.5
	May	75.8	57.7	3.7	1.3	134.7
	June	75.5	58.1	3.4	1.3	134.9
	July	69.4	56.0	3.2	1.5	130.0
	August	73.2	57.8	3.5	1.2	135.6
September	82.7	59.3	3.8	1.3	147.0	
2023	October	79.7	70.4	5.1	1.3	156.6
	November	74.6	57.6	4.1	1.0	137.3
	December	68.6	53.9	3.7	1.5	127.7
	January	67.2	55.9	3.3	1.1	127.4
	February	72.7	56.0	3.9	1.0	133.7
	March	78.9	59.2	4.1	1.4	143.6
	April	83.5	61.0	3.9	1.4	149.9
	May	85.3	63.4	3.8	1.3	153.9
June	83.0	65.9	3.4	1.4	153.8	

## Briefing on Third Quarter FY 2023 Ridership

**Table 3: Passenger Boardings for DART Cities for the Third Quarter Fiscal Year 2023, Period Ending June 30, 2023**

City	Bus	LRT	TRE	Streetcar	Microtransit	Paratransit	Total System
Addison	196,329	-	-	-	1,922	532	198,783
	2.88%	0.00%	0.00%	0.00%	0.70%	0.24%	1.54%
Carrollton	84,044	162,671	-	-	7,392	6,338	260,445
	1.23%	3.12%	0.00%	0.00%	2.71%	2.85%	2.01%
Cockrell Hill	59,630	-	-	-	0	80	59,710
	0.88%	0.00%	0.00%	0.00%	0.00%	0.04%	0.46%
Dallas	5,078,625	4,227,633	144,901	144,901	135,576	156,839	9,851,291
	74.56%	81.00%	41.93%	100.00%	49.71%	70.62%	76.16%
Farmers Branch	56,820	43,914	-	-	8,563	1,789	111,086
	0.83%	0.84%	0.00%	0.00%	3.14%	0.81%	0.86%
Garland	487,750	107,179	-	-	7,314	16,100	618,343
	7.16%	2.05%	0.00%	0.00%	2.68%	7.25%	4.78%
Glenn Heights	10,336	-	-	-	2,369	1,111	13,816
	0.15%	0.00%	0.00%	0.00%	0.87%	0.50%	0.11%
Highland Park	3,673	-	-	-	587	38	4,298
	0.05%	0.00%	0.00%	0.00%	0.22%	0.02%	0.03%
Irving	303,900	223,406	37,614	-	24,245	11,978	598,894
	4.46%	4.28%	13.85%	0.00%	8.89%	5.39%	4.63%
Plano	159,791	204,721	-	-	45,927	17,372	427,811
	2.35%	3.92%	0.00%	0.00%	16.84%	7.82%	3.31%
Richardson	359,917	162,142	-	-	3,939	6,721	532,719
	5.28%	3.11%	0.00%	0.00%	1.44%	3.03%	4.12%
Rowlett	0	87,780	-	-	22,498	2,893	113,171
	0.00%	1.68%	0.00%	0.00%	8.25%	1.30%	0.87%
University Park	10,813	-	-	-	1,054	292	12,159
	0.16%	0.00%	0.00%	0.00%	0.39%	0.13%	0.09%
<b>DART Cities</b>	<b>6,811,628</b>	<b>5,219,446</b>	<b>151,493</b>	<b>144,901</b>	<b>261,386</b>	<b>222,083</b>	<b>12,802,526</b>
Others	0	0	120,106	0	11,366	0	131,646
<b>Total</b>	<b>6,811,628</b>	<b>5,219,446</b>	<b>271,599</b>	<b>144,901</b>	<b>272,752</b>	<b>222,083</b>	<b>12,942,409</b>

## Briefing on Third Quarter FY 2023 Ridership

### FY23 Q3 ROUTE PERFORMANCE ANALYSIS

This report contains a bus route performance analysis covering the third quarter of FY 2023. The route performance analysis focuses on routes of the New Bus Network, which was implemented January 24, 2022. This report follows current Service Standards, which describe DART's route performance measurement methodology. There are three measures of performance for fixed-route bus service:

- Passengers per revenue hour of service
- Passenger miles per revenue mile of service
- Subsidy per passenger

For the three measures, each route or service is compared to performance for other routes of the same type (e.g., local route vs. local routes). If performance is less than 75% of the group average (more than 133% above average for subsidy/rider), performance is considered low for that measure. The passenger miles per revenue mile measure does not apply to GoLink zones.

Though it started late in FY 2020 Q3, COVID-19 continued to have a significant impact on 23Q2 ridership. With more people feeling more comfortable using transit, more employees returning to work on site, and service reliability significantly improved since FY23 Q2, DART system ridership has been consistently edging up. Nonetheless, due to the labor and material cost remarkably increased, the agency's operating cost also went up which resulted in a higher DART subsidy for most services compared to last year.

#### Route Performance Tables

The following tables show new route performance for FY 2023 Q3 from March 1, 2023, through June 30, 2023, based on the three performance measures defined in the DART Service Standards approved in November 2021. Targets are shown for each route and each route category. Performance measures shaded with green backgrounds indicate performance above the minimum level. Red backgrounds identify routes with deficiencies for specific measures. According to the Service Standards, routes with all three performance measures in deficiency will be reviewed for possible modification or corrective actions.

The following tables show overall FY 2023 Q3 riders per revenue hour, passenger miles per revenue mile of service, and subsidy per passenger for each route/service of the New Bus Network.

			Utilization of Resources			
Type	Route	Average Weekday Riders	Total Riders	Total Revenue Hours	Total Riders/ Hour	Overall Target
Frequent	1	2,167	176,101	9,503.07	18.53	
Frequent	3	1,166	96,880	7,851.23	12.34	
Frequent	5	552	48,199	3,355.30	14.37	
Frequent	9	2,562	212,198	13,478.22	15.74	
Frequent	13	2,159	180,596	8,576.12	21.06	
Frequent	15	2,409	200,731	11,004.58	18.24	
Frequent	16	1,925	157,788	9,342.25	16.89	

## Briefing on Third Quarter FY 2023 Ridership

Frequent	17	2,149	176,344	12,079.40	14.60	
Frequent	18	2,280	188,875	14,722.08	12.83	
Frequent	20	2,504	207,309	15,207.17	13.63	
Frequent	22	3,059	249,892	12,806.43	19.51	
Frequent	23	1,339	111,978	7,848.58	14.27	
Frequent	25	1,465	120,540	8,783.45	13.72	
Frequent	27	1,166	94,256	5,174.05	18.22	
Frequent	28	939	77,592	7,477.88	10.38	
Frequent	30	988	79,112	5,045.60	15.68	
Frequent	38	2,620	215,509	10,753.18	20.04	
Frequent	41	1,164	97,395	9,109.97	10.69	
Frequent	45	1,039	86,241	10,282.18	8.39	
Frequent	47	1,705	140,135	12,403.03	11.30	
Frequent	57	3,285	265,180	14,185.77	18.69	
<b>Frequent Total</b>	<b>21</b>	<b>38,641</b>	<b>3,182,851</b>	<b>208,989.55</b>	<b>15.23</b>	<b>11.42</b>
Local	101	1,830	148,596	10,923.35	13.60	
Local	102	525	42,593	4,555.65	9.35	
Local	103	627	51,536	4,620.93	11.15	
Local	104	1,656	135,808	8,489.50	16.00	
Local	105	549	45,737	5,940.47	7.70	
Local	106	596	50,495	4,350.33	11.61	
Local	108	1,369	113,619	8,735.03	13.01	
Local	109	759	60,669	6,481.50	9.36	
Local	114	1,000	82,786	8,343.20	9.92	
<b>Local Total</b>	<b>9</b>	<b>8,912</b>	<b>731,840</b>	<b>62,439.97</b>	<b>11.72</b>	<b>8.79</b>
Local Coverage	200	1,150	91,708	6,555.60	13.99	
Local Coverage	202	881	71,815	6,644.28	10.81	
Local Coverage	203	366	30,153	2,786.82	10.82	
Local Coverage	204	355	27,538	2,750.13	10.01	
Local Coverage	207	310	25,266	2,625.98	9.62	
Local Coverage	209	167	13,531	1,999.45	6.77	
Local Coverage	212	430	35,040	2,948.25	11.88	
Local Coverage	213	386	30,968	2,346.05	13.20	
Local Coverage	214	638	51,370	5,551.85	9.25	
Local Coverage	215	418	33,493	4,055.33	8.26	
Local Coverage	216	438	35,620	4,078.93	8.73	
Local Coverage	217	426	34,405	3,647.53	9.43	
Local Coverage	218	1,000	80,495	5,682.33	14.17	
Local Coverage	219	217	17,362	2,360.32	7.36	
Local Coverage	220	551	44,952	2,566.10	17.52	
Local Coverage	221	589	46,488	4,367.10	10.65	
Local Coverage	222	790	61,941	4,198.53	14.75	
Local Coverage	223	286	23,257	2,274.90	10.22	
Local Coverage	224	901	73,977	6,883.52	10.75	
Local Coverage	225	289	24,432	3,080.23	7.93	
Local Coverage	226	311	25,460	2,693.60	9.45	
Local Coverage	227	1,310	104,761	9,386.78	11.16	
Local Coverage	228	318	25,536	2,276.87	11.22	

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Local Coverage	229	1,628	133,298	9,045.95	14.74	
Local Coverage	230	1,689	136,252	9,128.07	14.93	
Local Coverage	231	905	75,791	4,473.77	16.94	
Local Coverage	232	1,186	98,310	6,687.85	14.70	
Local Coverage	233	1,072	85,979	6,660.05	12.91	
Local Coverage	234	481	40,241	4,894.07	8.22	
Local Coverage	235	514	41,252	3,291.18	12.53	
Local Coverage	236	643	51,718	6,165.82	8.39	
Local Coverage	237	1,023	84,040	6,971.20	12.06	
Local Coverage	238	842	68,166	7,983.12	8.54	
Local Coverage	239	1,195	97,539	8,809.87	11.07	
Local Coverage	240	530	42,874	3,993.72	10.74	
Local Coverage	241	1,598	131,593	8,386.28	15.69	
Local Coverage	242	493	40,419	3,191.63	12.66	
Local Coverage	243	501	38,846	2,825.70	13.75	
Local Coverage	245	564	44,317	5,802.40	7.64	
Local Coverage	247	716	57,615	6,101.78	9.44	
Local Coverage	249	633	52,201	4,110.42	12.70	
Local Coverage	250	486	39,729	3,883.32	10.23	
Local Coverage	251	439	36,006	2,854.97	12.61	
<b>Local Coverage Total</b>	<b>43</b>	<b>29,668</b>	<b>2,405,755</b>	<b>207,021.65</b>	<b>11.62</b>	<b>8.72</b>
Express	305	292	18,694	1,830.40	10.21	
Express	306	328	21,000	2,802.13	7.49	
Express	308	399	25,518	3,684.27	6.93	
Express	378	179	11,451	1,625.60	7.04	
Express	383	189	12,085	1,660.80	7.28	
<b>Express Total</b>	<b>5</b>	<b>1,387</b>	<b>88,748</b>	<b>11,603.20</b>	<b>7.65</b>	<b>5.74</b>
GoLink	<b>Inland Port Expanded</b>	600	45,623	9,274.10	4.92	
GoLink	<b>Kleberg</b>	41	3,121	799.40	3.90	
GoLink	<b>Rylie</b>	164	12,921	2,687.60	4.81	
GoLink	<b>North Central Plano</b>	195	15,909	3,561.40	4.47	
GoLink	<b>Legacy West</b>	101	7,224	2,212.60	3.26	
GoLink	<b>Rowlett</b>	277	22,524	5,108.90	4.41	
GoLink	<b>Far North Plano</b>	61	5,000	2,449.30	2.04	
GoLink	<b>Farmers Branch</b>	172	13,123	3,304.80	3.97	
GoLink	<b>Glenn Heights</b>	42	3,306	1,991.30	1.66	
GoLink	<b>Lake Highlands</b>	79	6,395	1,884.30	3.39	
GoLink	<b>Lakewood</b>	33	2,593	1,321.70	1.96	
GoLink	<b>North Dallas</b>	106	8,172	2,767.20	2.95	
GoLink	<b>Park Cities</b>	112	8,770	3,303.50	2.65	
GoLink	<b>South Dallas</b>	202	16,758	3,770.40	4.44	
GoLink	<b>South Irving</b>	22	1,633	490.20	3.33	
GoLink	<b>Southeast Garland</b>	89	7,242	1,475.50	4.91	
GoLink	<b>Central Irving</b>	49	3,981	1,837.60	2.17	
GoLink	<b>Central Richardson</b>	25	1,971	1,750.20	1.13	
GoLink	<b>Cypress Waters</b>	229	17,752	4,108.00	4.32	
GoLink	<b>East Irving</b>	40	3,374	1,495.40	2.26	
GoLink	<b>East Plano</b>	38	3,146	973.10	3.23	



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GoLink	<b>East Telecom</b>	36	2,507	1,003.80	2.50	
GoLink	<b>Keller Springs</b>	47	3,698	1,794.50	2.06	
GoLink	<b>Mountain Creek</b>	17	1,551	1,757.60	0.88	
GoLink	<b>Northwest Carrollton</b>	26	1,891	1,378.70	1.37	
GoLink	<b>Northwest Dallas</b>	168	13,910	3,015.60	4.61	
GoLink	<b>Plano Zone to Zone</b>	146	11,157	4,907.00	2.27	
GoLink	<b>Preston Hollow</b>	32	2,423	1,769.90	1.37	
GoLink	<b>South Central Plano</b>	41	3,291	794.60	4.14	
GoLink	<b>West Dallas</b>	47	3,638	1,765.10	2.06	
GoLink	<b>North Central Dallas</b>	54	4,329	1,882.80	2.30	
Microtransit	<b>West Dallas Shuttle</b>	213	13,824	3,028.70	4.56	
<b>Microtransit Total</b>	<b>32</b>	<b>3,506</b>	<b>272,757</b>	<b>79,665</b>	<b>3.42</b>	<b>2.57</b>
Shuttle	<b>402</b>	310	27,042	1,290.70	20.95	
Shuttle	<b>DFW</b>	201	15,069	1,613.53	9.34	
Shuttle	<b>MCE</b>	108	6,916	576.00	12.01	
Shuttle	<b>RSON</b>	46	2,941	371.20	7.92	
Shuttle	<b>TI</b>	149	9,901	1,388.80	7.13	
Shuttle	<b>UTD</b>	4,043	308,060	8,272.91	37.24	
Shuttle	<b>UTSW</b>	130	8,293	1,300.27	6.38	
Shuttle	<b>SMU</b>	366	23,410	2,742.25	8.54	
<b>Shuttle Total</b>	<b>8</b>	<b>5,352</b>	<b>401,632</b>	<b>17,555.66</b>	<b>22.88</b>	<b>17.16</b>
<b>Grand Total</b>	<b>118</b>	<b>87,466</b>	<b>7,083,583</b>	<b>587,578</b>	<b>12.06</b>	

## Briefing on Third Quarter FY 2023 Ridership

			Utilization of Capacity			
Type	Route	Average Weekday Riders	Total Pass. Mile	Total Rev. Mile	Total Pass. Mile/Rev.	Overall Target
Frequent	1	2,167	450,037.63	107,940.25	4.17	
Frequent	3	1,166	240,476.08	78,923.53	3.05	
Frequent	5	552	83,060.37	27,775.56	2.99	
Frequent	9	2,562	690,989.73	147,952.58	4.67	
Frequent	13	2,159	486,725.14	90,334.63	5.39	
Frequent	15	2,409	815,761.58	139,379.58	5.85	
Frequent	16	1,925	988,333.90	149,017.63	6.63	
Frequent	17	2,149	579,222.17	147,814.70	3.92	
Frequent	18	2,280	1,085,688.42	167,289.90	6.49	
Frequent	20	2,504	888,133.68	176,967.41	5.02	
Frequent	22	3,059	858,280.53	164,583.08	5.21	
Frequent	23	1,339	257,608.95	73,355.92	3.51	
Frequent	25	1,465	492,720.35	118,294.95	4.17	
Frequent	27	1,166	145,438.09	51,060.06	2.85	
Frequent	28	939	272,705.12	86,474.62	3.15	
Frequent	30	988	209,165.47	58,459.82	3.58	
Frequent	38	2,620	870,369.17	165,403.01	5.26	
Frequent	41	1,164	387,344.74	104,332.95	3.71	
Frequent	45	1,039	374,953.12	133,521.13	2.81	
Frequent	47	1,705	738,416.25	159,677.21	4.62	
Frequent	57	3,285	1,185,761.01	185,225.15	6.40	
<b>Frequent Total</b>	<b>21</b>	<b>38,641</b>	<b>12,101,191.49</b>	<b>2,533,783.66</b>	<b>4.78</b>	<b>3.58</b>
Local	101	1,830	650,017.60	141,632.76	4.59	
Local	102	525	112,713.93	50,390.10	2.24	
Local	103	627	107,846.32	37,717.93	2.86	
Local	104	1,656	451,491.43	101,374.82	4.45	
Local	105	549	123,492.45	53,125.28	2.32	
Local	106	596	142,340.45	52,530.75	2.71	
Local	108	1,369	513,409.83	113,157.35	4.54	
Local	109	759	211,092.73	77,430.26	2.73	
Local	114	1,000	375,121.37	94,774.45	3.96	
<b>Local Total</b>	<b>9</b>	<b>8,912</b>	<b>2,687,526.11</b>	<b>722,133.72</b>	<b>3.72</b>	<b>2.79</b>
Local Coverage	200	1,150	436,284.80	91,807.11	4.75	
Local Coverage	202	881	350,824.69	89,251.01	3.93	
Local Coverage	203	366	100,131.98	33,281.98	3.01	
Local Coverage	204	355	94,342.37	31,381.76	3.01	
Local Coverage	207	310	68,004.46	26,298.42	2.59	
Local Coverage	209	167	35,447.55	21,152.61	1.68	
Local Coverage	212	430	107,212.51	36,305.06	2.95	
Local Coverage	213	386	71,454.63	24,462.53	2.92	
Local Coverage	214	638	247,273.38	65,383.09	3.78	

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Local Coverage	215	418	106,849.81	43,504.72	2.46	
Local Coverage	216	438	123,222.47	39,444.81	3.12	
Local Coverage	217	426	94,795.13	34,535.89	2.74	
Local Coverage	218	1,000	366,798.91	77,917.10	4.71	
Local Coverage	219	217	59,344.86	29,677.71	2.00	
Local Coverage	220	551	112,365.71	29,570.33	3.80	
Local Coverage	221	589	207,582.95	54,481.54	3.81	
Local Coverage	222	790	136,371.39	47,815.88	2.85	
Local Coverage	223	286	137,366.14	47,425.34	2.90	
Local Coverage	224	901	587,729.47	122,190.17	4.81	
Local Coverage	225	289	63,502.14	25,706.26	2.47	
Local Coverage	226	311	80,428.07	33,654.20	2.39	
Local Coverage	227	1,310	633,741.18	132,583.97	4.78	
Local Coverage	228	318	60,442.26	23,765.03	2.54	
Local Coverage	229	1,628	687,974.72	117,411.78	5.86	
Local Coverage	230	1,689	700,637.10	119,274.28	5.87	
Local Coverage	231	905	301,939.72	55,968.82	5.39	
Local Coverage	232	1,186	436,808.26	87,378.36	5.00	
Local Coverage	233	1,072	327,674.22	87,939.12	3.73	
Local Coverage	234	481	206,535.63	60,911.55	3.39	
Local Coverage	235	514	139,883.30	40,500.67	3.45	
Local Coverage	236	643	295,974.35	78,207.84	3.78	
Local Coverage	237	1,023	500,362.73	83,335.08	6.00	
Local Coverage	238	842	406,354.70	112,817.09	3.60	
Local Coverage	239	1,195	912,003.14	121,407.58	7.51	
Local Coverage	240	530	159,670.63	48,590.65	3.29	
Local Coverage	241	1,598	610,257.55	101,459.27	6.01	
Local Coverage	242	493	127,784.13	29,532.44	4.33	
Local Coverage	243	501	121,986.01	38,973.40	3.13	
Local Coverage	245	564	220,295.83	79,393.54	2.77	
Local Coverage	247	716	278,536.32	79,800.58	3.49	
Local Coverage	249	633	158,108.36	42,262.43	3.74	
Local Coverage	250	486	160,261.91	50,204.68	3.19	
Local Coverage	251	439	118,637.58	34,334.52	3.46	
<b>Local Coverage Total</b>	<b>43</b>	<b>29,668</b>	<b>11,153,203.06</b>	<b>2,631,300.19</b>	<b>4.24</b>	<b>3.18</b>
Express	305	292	224,055.22	33,731.14	6.64	
Express	306	328	314,449.85	60,988.52	5.16	
Express	308	399	464,245.84	73,673.16	6.30	
Express	378	179	99,452.77	28,011.46	3.55	
Express	383	189	164,600.44	36,298.90	4.53	
<b>Express Total</b>	<b>5</b>	<b>1,387</b>	<b>1,266,804.12</b>	<b>232,703.17</b>	<b>5.44</b>	<b>4.08</b>
<b>Grand Total</b>	<b>78</b>	<b>78,609</b>	<b>27,208,724.78</b>	<b>6,119,920.75</b>	<b>4.45</b>	

## Briefing on Third Quarter FY 2023 Ridership

Type	Route	Fiscal Responsibility				Overall Target
		Average Weekday Riders	Total Riders	Subsidy	Subsidy per Passenger	
Frequent	1	2,167	176,101	\$1,403,596.47	\$7.97	
Frequent	3	1,166	96,880	\$1,158,021.00	\$11.95	
Frequent	5	552	48,199	\$462,503.14	\$9.60	
Frequent	9	2,562	212,198	\$2,017,322.17	\$9.51	
Frequent	13	2,159	180,596	\$1,250,984.13	\$6.93	
Frequent	15	2,409	200,731	\$1,712,231.31	\$8.53	
Frequent	16	1,925	157,788	\$1,620,054.20	\$10.27	
Frequent	17	2,149	176,344	\$2,008,690.27	\$11.39	
Frequent	18	2,280	188,875	\$2,418,966.57	\$12.81	
Frequent	20	2,504	207,309	\$2,511,018.79	\$12.11	
Frequent	22	3,059	249,892	\$2,311,875.01	\$9.25	
Frequent	23	1,339	111,978	\$1,193,913.92	\$10.66	
Frequent	25	1,465	120,540	\$1,584,415.91	\$13.14	
Frequent	27	1,166	94,256	\$785,307.04	\$8.33	
Frequent	28	939	77,592	\$1,247,584.56	\$16.08	
Frequent	30	988	79,112	\$803,181.99	\$10.15	
Frequent	38	2,620	215,509	\$1,763,726.59	\$8.18	
Frequent	41	1,164	97,395	\$1,409,005.24	\$14.47	
Frequent	45	1,039	86,241	\$1,735,544.21	\$20.12	
Frequent	47	1,705	140,135	\$2,072,351.14	\$14.79	
Frequent	57	3,285	265,180	\$2,286,614.25	\$8.62	
<b>Frequent Total</b>	<b>21</b>	<b>38,641</b>	<b>3,182,851</b>	<b>\$33,756,907.91</b>	<b>\$10.61</b>	<b>\$14.14</b>
Local	101	1,830	148,596	\$1,938,561.63	\$13.05	
Local	102	525	42,593	\$827,862.42	\$19.44	
Local	103	627	51,536	\$768,537.63	\$14.91	
Local	104	1,656	135,808	\$1,423,739.16	\$10.48	
Local	105	549	45,737	\$998,045.50	\$21.82	
Local	106	596	50,495	\$758,411.67	\$15.02	
Local	108	1,369	113,619	\$1,499,682.88	\$13.20	
Local	109	759	60,669	\$1,110,186.80	\$18.30	
Local	114	1,000	82,786	\$1,372,164.97	\$16.57	
<b>Local Total</b>	<b>9</b>	<b>8,912</b>	<b>731,840</b>	<b>\$10,697,192.65</b>	<b>\$14.62</b>	<b>\$19.49</b>
Local Coverage	200	1,150	91,708	\$1,163,923.16	\$12.69	
Local Coverage	202	881	71,815	\$1,182,897.69	\$16.47	
Local Coverage	203	366	30,153	\$448,700.22	\$14.88	
Local Coverage	204	355	27,538	\$445,499.82	\$16.18	
Local Coverage	207	310	25,266	\$503,971.73	\$19.95	
Local Coverage	209	167	13,531	\$353,956.65	\$26.16	
Local Coverage	212	430	35,040	\$518,477.27	\$14.80	
Local Coverage	213	386	30,968	\$362,600.21	\$11.71	
Local Coverage	214	638	51,370	\$886,999.38	\$17.27	
Local Coverage	215	418	33,493	\$635,710.29	\$18.98	

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Local Coverage	216	438	35,620	\$624,451.93	\$17.53	
Local Coverage	217	426	34,405	\$523,685.62	\$15.22	
Local Coverage	218	1,000	80,495	\$887,410.19	\$11.02	
Local Coverage	219	217	17,362	\$406,825.27	\$23.43	
Local Coverage	220	551	44,952	\$399,114.62	\$8.88	
Local Coverage	221	589	46,488	\$758,976.90	\$16.33	
Local Coverage	222	790	61,941	\$637,485.92	\$10.29	
Local Coverage	223	286	23,257	\$455,593.28	\$19.59	
Local Coverage	224	901	73,977	\$1,224,391.98	\$16.55	
Local Coverage	225	289	24,432	\$458,138.80	\$18.75	
Local Coverage	226	311	25,460	\$486,037.03	\$19.09	
Local Coverage	227	1,310	104,761	\$1,533,250.14	\$14.64	
Local Coverage	228	318	25,536	\$376,981.95	\$14.76	
Local Coverage	229	1,628	133,298	\$1,414,874.52	\$10.61	
Local Coverage	230	1,689	136,252	\$1,489,004.30	\$10.93	
Local Coverage	231	905	75,791	\$738,418.51	\$9.74	
Local Coverage	232	1,186	98,310	\$1,089,918.77	\$11.09	
Local Coverage	233	1,072	85,979	\$1,092,077.56	\$12.70	
Local Coverage	234	481	40,241	\$992,463.31	\$24.66	
Local Coverage	235	514	41,252	\$617,788.43	\$14.98	
Local Coverage	236	643	51,718	\$1,139,309.59	\$22.03	
Local Coverage	237	1,023	84,040	\$1,115,634.14	\$13.28	
Local Coverage	238	842	68,166	\$1,400,621.71	\$20.55	
Local Coverage	239	1,195	97,539	\$1,583,369.56	\$16.23	
Local Coverage	240	530	42,874	\$710,648.99	\$16.58	
Local Coverage	241	1,598	131,593	\$1,475,261.83	\$11.21	
Local Coverage	242	493	40,419	\$475,848.06	\$11.77	
Local Coverage	243	501	38,846	\$466,323.62	\$12.00	
Local Coverage	245	564	44,317	\$1,060,807.37	\$23.94	
Local Coverage	247	716	57,615	\$1,064,421.77	\$18.47	
Local Coverage	249	633	52,201	\$616,361.53	\$11.81	
Local Coverage	250	486	39,729	\$667,262.51	\$16.80	
Local Coverage	251	439	36,006	\$461,639.26	\$12.82	
<b>Local Coverage Total</b>	<b>43</b>	<b>29,668</b>	<b>2,405,755</b>	<b>\$34,947,135.40</b>	<b>\$14.53</b>	<b>\$19.37</b>
Express	305	292	18,694	\$563,192.00	\$30.13	
Express	306	328	21,000	\$881,810.45	\$41.99	
Express	308	399	25,518	\$1,075,208.46	\$42.14	
Express	378	179	11,451	\$532,037.86	\$46.46	
Express	383	189	12,085	\$486,683.07	\$40.27	
<b>Express Total</b>	<b>5</b>	<b>1,387</b>	<b>88,748</b>	<b>\$3,538,931.84</b>	<b>\$39.88</b>	<b>\$53.17</b>
GoLink	<b>Inland Port Expanded</b>	600	45,623	\$372,052.91	\$8.15	
GoLink	<b>Kleberg</b>	41	3,121	\$100,589.56	\$37.39	
GoLink	<b>Rylie</b>	164	12,921	\$144,259.70	\$11.57	
GoLink	<b>North Central Plano</b>	195	15,909	\$212,896.36	\$12.50	
GoLink	<b>Legacy West</b>	101	7,224	\$134,829.56	\$16.78	
GoLink	<b>Rowlett</b>	277	22,524	\$296,943.02	\$12.44	
GoLink	<b>Far North Plano</b>	61	5,000	\$130,974.29	\$28.66	
GoLink	<b>Farmers Branch</b>	172	13,123	\$194,967.15	\$15.11	

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GoLink	<b>Glenn Heights</b>	42	3,306	\$124,083.48	\$42.76	
GoLink	<b>Lake Highlands</b>	79	6,395	\$108,788.76	\$19.45	
GoLink	<b>Lakewood</b>	33	2,593	\$86,365.64	\$41.23	
GoLink	<b>North Dallas</b>	106	8,172	\$150,044.39	\$27.02	
GoLink	<b>Park Cities</b>	112	8,770	\$184,690.14	\$21.57	
GoLink	<b>South Dallas</b>	202	16,758	\$227,938.63	\$16.00	
GoLink	<b>South Irving</b>	22	1,633	\$42,024.68	\$25.04	
GoLink	<b>Southeast Garland</b>	89	7,242	\$107,972.43	\$13.84	
GoLink	<b>Central Irving</b>	49	3,981	\$98,410.67	\$26.68	
GoLink	<b>Central Richardson</b>	25	1,971	\$90,283.96	\$54.98	
GoLink	<b>Cypress Waters</b>	229	17,752	\$252,599.28	\$13.41	
GoLink	<b>East Irving</b>	40	3,374	\$85,558.26	\$27.42	
GoLink	<b>East Plano</b>	38	3,146	\$63,192.40	\$23.80	
GoLink	<b>East Telecom</b>	36	2,507	\$63,625.22	\$27.12	
GoLink	<b>Keller Springs</b>	47	3,698	\$98,493.09	\$28.72	
GoLink	<b>Mountain Creek</b>	17	1,551	\$90,171.67	\$76.40	
GoLink	<b>Northwest Carrollton</b>	26	1,891	\$75,978.55	\$41.03	
GoLink	<b>Northwest Dallas</b>	168	13,910	\$181,780.78	\$13.30	
GoLink	<b>Plano Zone to Zone</b>	146	11,157	\$253,629.93	\$22.62	
GoLink	<b>Preston Hollow</b>	32	2,423	\$92,234.50	\$38.32	
GoLink	<b>South Central Plano</b>	41	3,291	\$61,148.22	\$21.35	
GoLink	<b>West Dallas</b>	47	3,638	\$104,809.69	\$36.34	
GoLink	<b>North Central Dallas</b>	54	4,329	\$102,711.79	\$29.04	
Microtransit	<b>West Dallas Shuttle</b>	213	13,824	\$53,750.00	\$3.89	
<b>GoLink Total</b>	<b>31</b>	<b>3,506</b>	<b>272,757</b>	<b>\$4,387,798.73</b>	<b>\$16.09</b>	<b>\$21.45</b>
Shuttle	<b>402-Northpark</b>	310	27,042	\$169,727.03	\$6.28	
Shuttle	<b>431-DFW Airport</b>	201	15,069	\$23,758.25	\$1.58	
Shuttle	<b>412-Medical City</b>	108	6,916	\$7,500.00	\$1.08	
Shuttle	<b>408-Richardson</b>	46	2,941	\$19,000.00	\$6.46	
Shuttle	<b>TI</b>	149	9,901	\$68,750.00	\$6.94	
Shuttle	<b>883-UTD</b>	4,043	308,060	\$328,159.64	\$1.07	
Shuttle	<b>422/423-UTSW</b>	130	8,293	\$24,875.00	\$3.00	
Shuttle	<b>440-SMU</b>	366	23,410	\$95,481.00	\$4.08	
<b>Shuttle Total</b>	<b>8</b>	<b>5,352</b>	<b>401,632</b>	<b>\$737,250.92</b>	<b>\$1.84</b>	<b>\$2.45</b>
<b>Grand Total</b>	<b>117</b>	<b>87,466</b>	<b>7,083,583</b>	<b>\$88,065,217.45</b>	<b>\$12.43</b>	



## Briefing on Third Quarter FY 2023 Ridership

### Bus Route/GoLink Zone Low Performers

Under the adopted Service Standards, a route is considered a low performer when it fails to meet all three standards. A GoLink Zone is considered a low performer if it does not meet two of the standards (Utilization of Resources and Fiscal Responsibility). Revenue miles and passenger miles are not tracked for GoLink service, therefore GoLink is not included in the Utilization of Capacity standard. In the table below we have included a short writeup for each of the low-performing routes/GoLink Zones describing known issues, and where possible, potential future service changes or other actions for the route or Zone. After the table we have included a map showing the general location of each route.

The bus and GoLink systems reflect the new bus network that was implemented since January 22, 2022. Due to the operator shortage, DART adjusted the service frequency for a subset of bus routes since June 2022. The service was restored via two phases on December 12, 2022, and January 23, 2023, respectively. Thus, FY 2023 Q3 was after the service frequency were fully restored. In addition, beginning January 23, 2023, all GoLink zones (except for the Inland Port Connect which is sponsored by the Inland Port Transportation Management Association) operated seven days a week 5am through midnight.

One GoLink zone, Kleberg was dropped from the low-performing list in FY 2023 Q3 due to its rapid ridership growth in FY 2023 Q3. Nonetheless, the Plano zone-to-zone pilot became a low performer in FY 2023 Q3, just below the goals. In addition, a couple shuttle routes were dropped from low performers in FY 2023 Q3, including NorthPark and DFW Link shuttles, likely associated increased activities in the mall and airport in the spring and early summer. Below is detailed description of each low performer in FY 2023 Q3.

Route	Description
28	Route 28 is a core frequent route operating in West Dallas, along Singleton that gives residents in West Dallas frequent access to Downtown Dallas. The West Dallas and near-Downtown segments of this service suffer almost continuous construction – especially on Singleton and Riverfront. While the ridership has improved since the last Quarter, it has not risen enough with when compared to the other core frequent routes. As we enter the 4 <sup>th</sup> quarter, ridership should increase as schools and businesses return to in-person activities.
45	Route 45 is a core frequent route operating in Oak Cliff, generally along Marsalis. This route provides a North/South connection from Downtown Dallas to Oak Cliff, which was extended further south on January 24, 2022, to give customers access to Light Rail Train Blue Line at Camp Wisdom Station. While the ridership has improved since the last Quarter, it has not risen enough when compared to the other core frequent routes. As we enter the 4th quarter, ridership should increase as schools and local businesses return to in-person activities.
105	Route 105 is a Dallas local route that operates in the Henderson and Capitol neighborhood with services to Downtown Dallas and SMU / Mockingbird Station. This route operates 30 minutes during the midday and 15 minutes during the peak. Service duplication with Routes 23, 209, and several

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	<p>Downtown Local Routes may contribute to performance deficiencies. Major destinations along this route include Mockingbird Station, Target (Haskell), Kroger (Haskell), Tom Thumb (Live Oak), and Downtown Dallas. Stop level ridership indicates that this route is mainly being used to transfer to Route 23 and to access commercial destinations at both Haskell and Fitzhugh. It seems obvious, though, when comparing Route 105 to its peers, that this route does not merit the frequency at which it operates. Resources being spent on maintaining headways may be better spent adding trips to over-performers in the 200-series of routes.</p>
209	<p>Route 209 serves as a mimic to the McKinney Avenue Trolley – operated by MATA. There is concern among staff that the route’s main necessity may be that of an ADA alternative to the trolley. This may not be enough to justify a slight decrease in ridership. Ridership on this route has recently trended positively (March – July 2023). Ridership that continues to decline, however, would signal a failure of this service. This is especially true given that route 209 significantly fails (by a difference of more than 10%) to meet any of the 3 criteria for more than one quarter in a row. Planning will continue to monitor Route 209 and will work in collaboration with Marketing and Transportation.</p>
219	<p>Route 219 is a local route that connects Parkland Hospital to Tyler/Vernon Station. Though it performs very poorly, we feel customers that are using the route do not have any other transit options. Route 219 serves a corridor that was never highly used to begin with and without observable major ridership destinations along the route. Work should be done next quarter to identify and reach out to customers who use the route and determine the best transit option for the community.</p>
245	<p>Route 245 mainly serves Shiloh and Renner operates out of South Garland/Forest Jupiter, and Cityline/Bush. Operates on a 30/40 frequency, after reviewing (workflow/emails, etc.) there have not been any concerns for this service just minor bus stop placement(s)/adjustments. In 22Q3 average weekday ridership was 479 and the total number of weekday passengers was 37,523. Comparing 23Q3 to last year ridership has increased slightly this quarter. The average weekday ridership is 564 and the total number of weekday passengers is 44,317. Although ridership is up from 22Q3 to 23Q3 this route is still a low performer. There are many businesses along this route, especially along Telecom Pkwy. We will continue to monitor this route and review ways of promoting this route more.</p>
Richardson Shuttle	<p>Route 408 has seen considerable decline as several businesses in the area have decided to continue a hybrid work schedule. AT&amp;T, one of the main contributing employers in the area, had a major layoff. The service is currently operating as on-demand in the a.m. hours and runs a regular route which deviates based on when morning riders have requested pickup. This contract has been renewed and staff will continue reviewing/discussing ways to improve ridership with Richardson. In 22Q3 average weekday ridership was 60 and the total number of weekday passengers was 3,859. Comparing 23Q3 to last year ridership has decreased; the average weekday ridership for this quarter is 46 and the total number of weekday passengers is 2,941.</p>



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TI Shuttle	<p>The Texas Instruments (TI) shuttle serves employees and public traveling between, the TI North Campus, South Campus providing connection to the DART LRT Station at Forest Lane Station. In 22Q3 average weekday ridership was 135 and the total number of weekday passengers was 9,149. Comparing 23Q3 to last year ridership has increased slightly this quarter. The average weekday ridership is 149 and the total number of weekday passengers is 9,901. Although ridership is up from 22Q3 to 23Q3 staff will continue to review ways to improve ridership.</p>
SMU Shuttle	<p>Route 440 serves SMU campus with frequent, quick service. Ridership showed a 28.6% decrease between April and June, Q3 2023, due to non-Session schedule and summer student enrollment. University-focused services account for this seasonality as this semester trend is normal for this service.</p>
UT Southwest	<p>UT Southwestern is a Site-Specific Shuttle Service supporting the Medical District and UT Southwestern Medical Center with connecting service to the TRE Medical Center Station and SWMD/Parkland Light Rail Station. Ridership has continued to trend upward with a 25.6% increase from Q2 2023. The highest numbers were recorded in May with daily average of 140 riders. Communication with UTSW has continued to ensure service scheduling has not been an issue due to the construction that is taking place in the area.</p>
Far North Plano GoLink Zone	<p>Far North Plano is a traditionally low-demand GoLink zone. However, while it seems ridership may be sensitive to seasonality, average weekday numbers have been trending up since the start of calendar year 2023. Staff will analyze activity in this zone and try to determine major attraction points, underutilized attraction points, and methods for strategic partnering. In 22Q3 average weekday ridership was 38 and the total number of weekday passengers was 2,437. Comparing 23Q3 to last year ridership has increased. The average weekday ridership is 60 and the total number of weekday passengers is 5,000.</p>
Glenn Heights GoLink Zone	<p>Glenn Heights GoLink Zone riders are consistent, but when compared to other GoLink Zones within service area, it is underperforming. DART staff has worked with the City of Glenn Heights to begin re-advertising this zone starting in 24Q1. There has been significant turnover within the City of Glenn Heights – a traditional collaborator in promoting this service. Staff hopes that these renewed efforts can contribute to increased ridership in the future.</p>
Lakewood GoLink Zone	<p>Though ridership is critically low in the Lakewood zone, it has been healthily trending up since the beginning of calendar year 2023. Staff has seen a gradual increase within certain areas of the Lakewood zones due to the result of the Dallas International University, Walmart Super Center, and the Campus at Legacy serving as hot spots for these traveled locations. Staff will continue to provide more research by conducting further analysis of this zone and providing methods for strategic partnering.</p>

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Central Irving GoLink Zone	Central Irving GoLink zone suffers from poor design – in that it is difficult for customers to understand what is served and what is not – and replaces service that was not historically in high demand. This zone is included in a major redesign effort planned for implementation in summer 2024. Staff is engaged with regular customers in this zone to better monitor and improve operations. Acting on recent increases in ridership at the zone’s Amazon locations, Staff has reached to schedule training sessions for Amazon employees.
Central Richardson GoLink Zone	Central Richardson is a newer zone and ridership continues to be up and down. In 22Q3 average weekday ridership was 15 and the total number of riders was 1,041. Comparing 23Q3 to last year ridership has increased this quarter. The average weekday ridership is 25 and the total number of riders is 1,971. This service is proposed for discontinuation in 2024. Staff is currently reviewing trip pattern locations and customer usage in order to build a list of contacts if service is discontinued.
East Irving GoLink Zone	East Irving is an industrial low-income area accompanied by route 225 that serves the University of Dallas Station. Since its creation it has seen continuous growth in ridership and is very close to meeting the target for 1 of 2 of the determining KPI. Staff is meanwhile working on providing informational sessions to Dr. Pepper Snapple and supporting regular customer to help increase ridership.
East Telecom GoLink Zone	This is connected to the East Plano GoLink zone and correlates with two routes. Ridership for this zone is trending upward. With an attraction zone at the Methodist Richardson Medical Center, staff is focused on increasing ridership through marketing in that area of the zone. In 22Q3 average weekday ridership was 13 and the total number of riders was 840. Comparing 23Q3 to last year, ridership has increased this quarter. The average weekday ridership is 36 and the total number of riders is 2,507.
Keller Springs GoLink Zone	Keller Springs is a new GoLink zone that replaced several very low-performing bus routes in January 2022. This zone has seen continual increased ridership since January 2022 – now approaching new and sustained high-activity marks. This GoLink zone serves Trinity Mills Station within an area with commercial businesses and apartment homes. While commercial destinations remain active, it seems it is the growth in grocery store and apartment homes that is boosting ridership. This zone saw an increase at the end of Q2 and there appears to be healthy growth among non-work trips during this quarter. There is potential to gain ridership in this area through increased promotion from staff.
Mountain Creek GoLink Zone	Mountain Creek is GoLink zone that is seventy percent industrial and thirty percent residential. Many of the businesses within the industrial section are shift workers, with workers coming from all areas of DFW. The residential sections are at the end of the zone. There are three Universities within this zone Dallas Baptist (DBU), Dallas College (Mountain View), & Dallas International University (DIU). The Potter’s House of Dallas and many other Worship centers within this zone. While ridership is low it is consistent especially on weekends. Staff is in the process of advancing relationship with DIU, Dallas College, and The Potter’s House; and in the process of initiating a relationship with DBU.

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Northwest Carrollton GoLink Zone	This is a low transit use area, but the ridership numbers slowly increased in Q3. The zone is an ideal market area for GoLink service. Staff will continue to make efforts of outreach to improve ridership in the zone, including implementing two direct bus-transfer locations at Carrollton Regional Medical Center (route 233) and the intersection of Old Denton and Hebron (Route 232). Ridership has not yet been observed at these recent extension-points, but staff is in the process of identifying current customers and underutilized destinations to work toward increased ridership in 23Q4.
Plano Zone to Zone	In 22Q3 average weekday ridership was 63 and the total number of weekday passengers was 4,224. Comparing 23Q3 to last year ridership has increased this quarter. The average weekday ridership is 146 and the total number of weekday passengers is 11,157. This is the first time this zone has been low performing. Some reasons may be due to the GoLink service changes implemented in January 2023. Since then, all DART-operated zones serve 7 days / week until midnight. This change increased operating cost and may have resulted in failing the KPI targets. There may also be seasonal factors involved; with holiday, regular customers taking vacation, and extreme heat. Staff will continue to monitor this service.
Preston Hollow GoLink Zone	Preston Hollow is a new zone that replaced very limited and poorly performing bus service when it was implemented in January 2022. Ridership is trending up and seems to have responded well to zone modifications requested by customers. The most recent modification included a large group of apartments (and an observable spike in regular ridership from the apartments) that require direct outreach in the next quarter.
West Dallas GoLink Zone	After repeated outreach and interaction with residents and customers in West Dallas, it seems that more educational outreach is needed to increase awareness and utilization of the GoLink zone. Ridership has increased since the last quarter when the zone and the hours of service were extended. GoLink service has been coordinated with the new Toyota-Circuit free shuttle service as well, which provides transportation to areas of West Dallas that does not have GoLink. We hope to see ridership continue to grow as this community continues to grow.
North Central Dallas GoLink Zone	North Central Dallas GoLink Service began service on June 13, 2022. Average ridership has more than doubled since then. It seems this zone's ridership is improving (March 2023 was the highest average daily ridership recorded since the zone's implementation). Due to increased productivity staff will propose a triple-combo pilot that will provide a dedicated taxi to the following zones: (Rowlett/Southeast Garland Zone to Zone, dedicated taxi for Rylie/Kleberg, and a dedicated taxi for Preston Hollow/ North Dallas/North Central Dallas Zone). Standard hours of operations will be 0500-2400.

### Briefing on Third Quarter FY 2023 Ridership

The following map (Figure 1) shows the general location of each of the low performers.

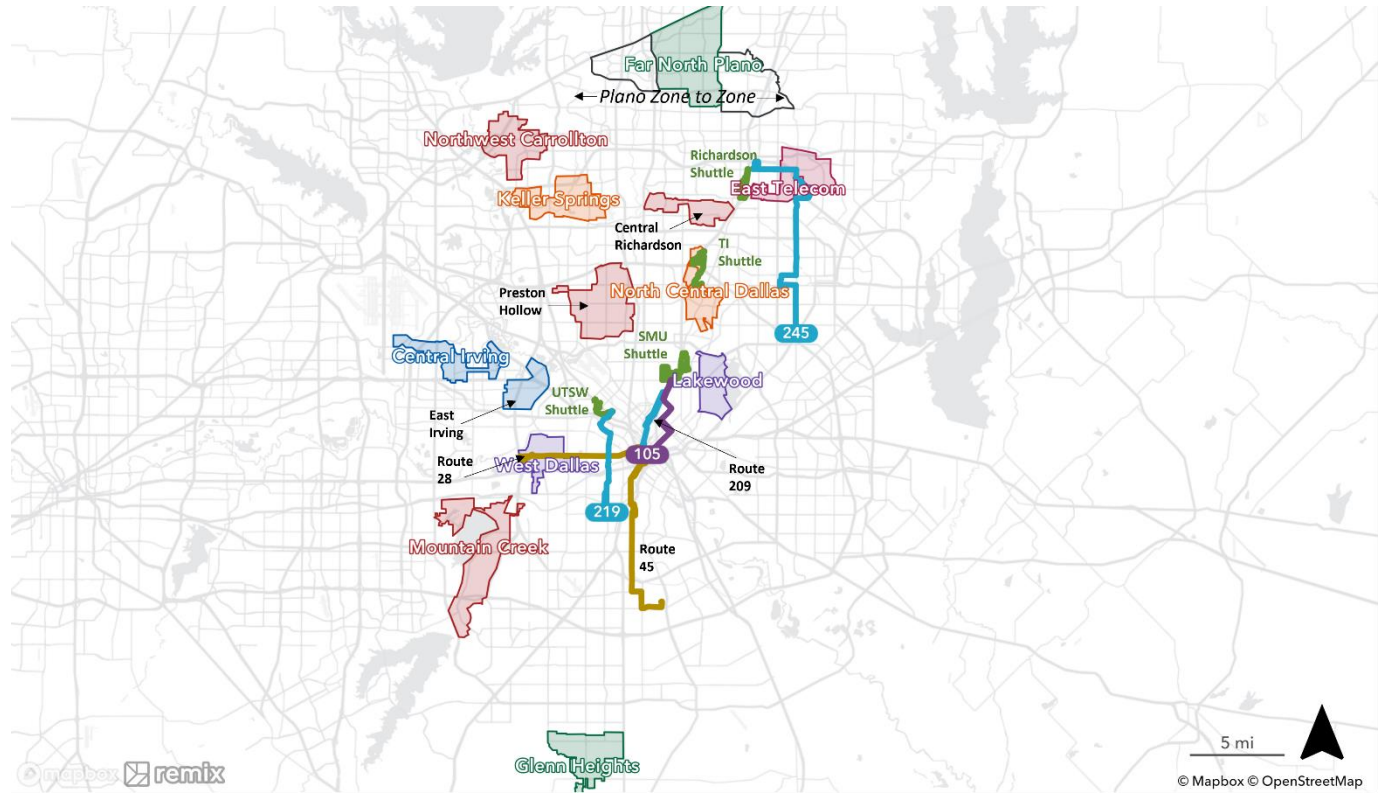


Figure 1: Location of the Low Performers in 3rd QTR FY23



# Agenda Report

*Committee-of-the-Whole* ☒

**DATE:** September 12, 2023

**SUBJECT:** Briefing on Mobility Hub Guidelines and Transit Facility Modernization

## RECOMMENDATION

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

## BUSINESS PURPOSE

- Staff will brief the Committee on the development of Mobility Hub Guidelines and upcoming efforts to modernize existing passenger transit facilities or create new ones. This effort is one of the key initiatives of the 2045 Transit System Plan.
- This item will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; and Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations; and Strategic Priority 3: Innovate to enhance mobility options, business processes and funding.
- This briefing item contributes to DART efforts related to reliability by creating a focal point or hub to seamlessly integrate different modes of travel such as walking, biking and transit.
- On January 25, 2022 (Resolution No. 220016), the 2045 DART Transit System Plan was approved by the DART Board.
- The Transit System Plan includes a series of goals and actions under five key themes – Rider Experience, Mobility and Innovation, Service and Expansion, Land Use and Economic Development, and Collaboration.
- DART has initiated several efforts to advance the goals and actions outlined in the Transit System Plan. The Mobility Hub Guidelines effort is part of the Mobility and Innovation theme and is intended to support implementation of elements at existing and future DART facilities to modernize facilities, facilitate first- and last-mile connectivity, encourage a car-free lifestyle, and better integrate our facilities within the community they serve.
- The committee will be provided with an overview of existing facilities, the Mobility Hub Guidelines, and upcoming efforts to plan for and implement mobility hub elements at existing or new facilities in collaboration with our service area cities.



# Agenda Report

*Committee-of-the-Whole*

**DATE:** September 12, 2023

**SUBJECT:** Briefing on Silver Line Claims and Cost Impacts

## RECOMMENDATION

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

## BUSINESS PURPOSE

- The Board has been briefed at the Committee-of-the-Whole meetings for the past several months on the status of the claims and cost impacts to the Silver Line Project.
- On September 12, 2023, the Committee will be briefed on contract claims, real estate parcel acquisition settlement discussions, and negotiations related to the Silver Line Project.
- This briefing will help achieve Board Strategic Priority 2: Provide stewardship of the transit system, agency assets, and financial obligations; and Strategic Priority 5: Enhance DART's role as a recognized local, regional, and national transportation leader.
- This briefing contributes to DART's commitment to reliability by advancing the Silver Line Regional Rail Corridor Project.