Quorum = 8

Agenda

Dallas Area Rapid Transit
COMMITTEE-OF-THE-WHOLE
Tuesday, October 13, 2026, 4:00 P.M. – Board Room
1401 Pacific Ave., Dallas, Texas 75202

General Items:

1. Approval of Minutes: September 22, 2026
2. Items of Interest
3. Public Comments – Agenda Item Specific

Consent Items:

Administration:

4. Authorization to Delegate Contracting Officer Authority
   (Presenters: Gary Slagel/Jamie Adelman)

Development & Innovation:

5. Approval of Contract for Transit On-Time Performance Analytics Services
   (Presenters: Patrick J. Kennedy/Trenise Winters)
6. Approval of Contract Modification to Increase Funding for the McKinney Urban Transit District Shared-Ride Microtransit Service
   (Presenters: Patrick J. Kennedy/Trenise Winters)
7. Approval of Contract for McKinney Urban Transit District Shared-Ride Microtransit Service (Presenters: Patrick J. Kennedy/Trenise Winters)
8. Approval to Authorize the Dallas Area Rapid Transit Mobility Service, LGC, to Execute the Third Amendment and Extension of the Second Option Term Renewal of the Interlocal Agreement with the McKinney Urban Transit District to Provide Transit Services (Presenters: Patrick J. Kennedy/Trenise Winters)
9. Approval of the Third Amendment and Extension of the Second Option Term Renewal of the Interlocal Agreement between Dallas Area Rapid Transit, McKinney Urban Transit District, and Dallas Area Rapid Transit Mobility Service, LGC, for GoPass® Licensing (Presenters: Patrick J. Kennedy/Trenise Winters)
10. Approval of Fiscal Year 2027 Annual Budget for the Dallas Area Rapid Transit Mobility Service, LGC (Presenters: Patrick J. Kennedy/Trenise Winters)
11. Appointment of Directors to the Dallas Area Rapid Transit Mobility Services, LGC, Board of Directors for Terms Ending December 31, 2028
    (Presenters: Patrick J. Kennedy/Trenise Winters)
12. Approval of Contract for Track Brake Pole End Parts for DART's Light Rail Vehicle Fleet (Presenters: Patrick J. Kennedy/Trenise Winters)

Agenda

13. Approval to Exercise Contract Options for the See Something Say Something Application (Presenters: Patrick J. Kennedy/Charles Cato)

Individual Items:

Administration:

14. Approval of Interlocal Agreement between DART and the Town of Addison for Funding of the Addison Orbit Service
    (Presenters: Gary Slagel/Trenise Winters/Kay Shelton)
    [10 minutes – presentation; 10 minutes – Q&A]
15. Approval of Engagement Agreement with Outside Counsel for Public Finance and Accounting Services Related to Determination of Withdrawn City's Total Financial Obligation (Presenters: Gary Slagel/Gene Gamez)
    [5 minutes – presentation; 10 minutes – Q&A]

Development & Innovation:

16. Approval of Contract for Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Station Modification Project (Presenters: Patrick J. Kennedy/David Ehrlicher)
    [5 minutes – presentation; 5 minutes – Q&A]
17. Approval of Contract for Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Cityplace/Uptown Station Modernization Project (Presenters: Patrick J. Kennedy/David Ehrlicher)
    [5 minutes – presentation; 5 minutes – Q&A]
18. Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase 2 Construction to Include Additional Work on the Trail Extension from Renner Road to the Guideway (Presenters: Patrick J. Kennedy/David Ehrlicher)
    [5 minutes – presentation; 5 minutes – Q&A]
19. Approval of an Interlocal Cooperation Agreement between DART and the Town of Addison for Contributions to the Addison Station Tax Increment Reinvestment Zone (Presenters: Patrick J. Kennedy/Caitlin Holland)
    [5 minutes – presentation; 10 minutes – Q&A]
20. Declaration of Surplus and Sale of DART Property Consisting of 7.462 Acres Located at or Near 4040 West 15th Street, Plano, Texas 75093 to the City of Plano (Presenters: Patrick J. Kennedy/Caitlin Holland)
    [5 minutes – presentation; 15 minutes – Q&A]

Quorum = 8

Agenda

Other Items:

21. Adjournment

**** indicates a Briefing Item Only***

The Dallas Area Rapid Transit Committee-of-the-Whole may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues, under Section 551.072, Deliberation Regarding Real Property for real estate issues, or under Section 551.074 for Personnel matters, or under Section 551.076 or 551.089 for Deliberation Regarding deployment or implementation of Security Personnel or devices arising or regarding any item listed on this Agenda. This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please contact Community Engagement at 214-749-2721, 48 hours in advance.

MINUTES
DALLAS AREA RAPID TRANSIT
COMMITTEE-OF-THE-WHOLE
Tuesday, September 22, 2026

The Dallas Area Rapid Transit **Committee-of-the-Whole** meeting convened on **Tuesday, September 22, 2026, at 4:34 p.m.,** at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Bryant presiding.

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

City of Dallas

Randall B. Bryant– **Board Chair**

Carmen Garcia – **Secretary**

Patrick J. Kennedy

Roy C. Lopez

Maureen Milligan

Maurice A. West

Michele Wong Krause

City of Garland

Jeff Bass

City of Irving

Rick H. Stopfer– **Assistant Secretary**

City of Plano

Anthony Ricciardelli

Cities of Carrollton and Irving

Doug S. Hrbacek

Cities of Cockrell Hill and Dallas

Enrique A. MacGregor

Cities of Farmers Branch and Plano

Richard M. Grady

Cities of Garland, Rowlett, and Glenn Heights

Mark C. Enoch – **Board Vice Chair**

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

Gary A. Slagel

Jeff Bass and Roy C. Lopez were absent.

General Items

1. **This item will be discussed at the Board of Directors' meeting only.**

2. **Approval of Minutes: September 8, 2026**

   Assistant Secretary Stopfer made a motion to adopt the September 8, 2026, Committee-of-the-Whole meeting Minutes as written.

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

3. **Items of Interest**

   Items of Interest were provided.

Assistant Secretary Enoch entered the meeting at 4:39 p.m. Director MacGregor and West entered the meeting at 4:41 p.m.

4. **Public Comments – Agenda Item Specific**

   No public comments.

5. **This item will be discussed at the Board of Directors' meeting only.**

6. **This item will be discussed at the Board of Directors' meeting only.**

7. **This item will be discussed at the Board of Directors' meeting only.**

Consent Items: 8 through 17 will be discussed at the Board of Directors' meeting only.
Individual Items: 18 through 21 will be discussed at the Board of Directors' meeting only.

Administration:

22. **+Approval of Reaffirmation of Existing DART Board Members**

    Joycell Hollins, Deputy General Counsel, briefed the committee.

    Vice Chair Enoch moved to approve this draft resolution to the Board of Directors, stating Section 1: The DART Board of Directors continues the current apportionment as set out below effective September 1, 2026. The Board member representing the city or cities as of the passage of this Resolution is indicated.

Board Member	Cities/Towns
Randall B. Bryant	Dallas
Carmen Garcia	Dallas
Patrick J. Kennedy	Dallas
Michele Wong Krause	Dallas
Roy C. Lopez	Dallas
Maureen Milligan	Dallas
Maurice A. West	Dallas
Jeff M. Bass	Garland
Rick H. Stopfer	Irving
Anthony Ricciardelli	Plano
Doug Hrbacek	Carrollton and Irving

Enrique A. MacGregor	Dallas and Cockrell Hill
Richard M. Grady*	Farmers Branch and Plano
Mark C. Enoch	Garland, Glenn Heights, and Rowlett
Gary A. Slagel	Cities of Richardson and University Park; Town of Addison

Section 2: The DART Board members shown in Section 1 of this resolution are reaffirmed as of September 1, 2026.

Director Garcia seconded, and the items were adopted unanimously.

Development & Innovation:

23. Approval of Contract for Dallas County Hospital District d/b/a Parkland Health to Provide Licensed Behavioral Health Services in Support of the DART Cares Multi- Disciplinary Response Team Program

Charles Cato, Chief of Police Emergency Management, briefed the committee.

After discussion, Director West moved to approve this draft resolution to the Board of Directors, stating that the Interim President & Chief Executive Officer or his designee is authorized to award a two-year contract/agreement, subject to legal review, to Dallas County Hospital District d/b/a Parkland Health [C-2097307-01], to provide licensed behavioral health services in support of the DART Cares Multi-Disciplinary Response Team (MDRT) Program, for a total authorized amount not to exceed $1,501,844.

Director Ricciardelli seconded, and the item was adopted with Director Hrbacek and Vice Chair Enoch opposing.

24. +Approval of Contract for Building Maintenance and Cleaning Services at DART Headquarters and DART Police Headquarters

Gus Espinosa, Assistant Vice President Maintenance of Way & Facility Maintenance, briefed the committee. Kay Shelton, Chief of Staff/Chief Strategy Officer, and Jamie Adelman, Chief of Financial Officer were called to the podium to answer questions for the committee.

Assistant Secretary Stopfer moved to approve this draft resolution to the Board of Directors, stating that the Interim President & Chief Executive Officer or his designee is authorized to award a three-year contract with one two-year option to Premier Facilities Services LLC [C-2097156-01], to provide building maintenance and cleaning services at DART Headquarters and DART Police Headquarters, for a total authorized amount not-to-exceed $9,732,489, including the initial term and execution of option upon determination of satisfactory performance by the vendor and at the discretion of the Interim President & Chief Executive Officer or his designee.

Vice Chair Enoch seconded, and the item was adopted with Director opposing.

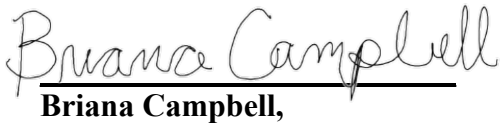
Director Wong Krause requested a memo outlining how cleaning and maintenance responsibilities are managed by staff.

Other Items

25. This item will be discussed at the Board of Directors' meeting only.

26. Adjournment

There being no further business to discuss, the meeting adjourned at 5:54 p.m.



Briana Campbell,
Secretary of the Board

/bc

Agenda Report

Voting Requirements:
Majority

DATE: **October 13, 2026**

SUBJECT: **Authorization to Delegate Contracting Officer Authority**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to delegate contracting officer authority to Strategic Sourcing Specialist, Miranda Vahle.

FINANCIAL CONSIDERATIONS

- Delegation of contracting officer authority has no financial impact on DART.

BUSINESS PURPOSE

- DART's enabling legislation and the DART Procurement Regulations authorize the DART Board and subsequently, with Board approval, the President & Chief Executive Officer (CEO) to delegate and designate persons with the power to contract for goods, construction, and services within budgeted amounts.
- Miranda Vahle is a Strategic Sourcing Specialist in the Procurement Department, and in that capacity, she requires appropriate levels of contracting officer authority to execute contracting actions in the discharge of her duties.
- Contracting officer limits are established by the President & CEO, consistent with Board policy.
- Approval of this item supports Agency Strategic Goal 2: Culture of Contribution — Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth.

LEGAL CONSIDERATIONS

Section 452.108(b) of the Texas Transportation Code authorizes the Board of Directors to delegate the power to contract for construction, services, and property to a designated person, within budgeted amounts.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Authorization to Delegate Contracting Officer Authority

WHEREAS, Section 452.106(a)(2)(A) of the Texas Transportation Code authorizes the DART Board of Directors to adopt and enforce procurement procedures, guidelines, and rules covering the appointment of contracting officers; and

WHEREAS, Section 452.108(b) of the Texas Transportation Code authorizes the DART Board of Directors to delegate and designate persons with the authority to contract for construction, services, and property within budgeted amounts; and

WHEREAS, the DART Board of Directors has adopted Procurement Regulations that establish a system for the procurement, management, control, and disposal of property, services, and construction; and

WHEREAS, Section 2-201 of DART's Procurement Regulations authorizes the Interim President & Chief Executive Officer, with the approval of the Board of Directors, to delegate to designated persons the authority to purchase certain property, services, or construction within budgeted amounts and as permitted by DART's Procurement Regulations and policies; and

WHEREAS, Miranda Vahle is a Strategic Sourcing Specialist in the Procurement Department, and she requires contracting officer authority in the discharge of her duties; and

WHEREAS, delegation of contracting officer authority has no financial impact on DART.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to delegate contracting officer authority to Strategic Sourcing Specialist, Miranda Vahle.

Authorization to Delegate Contracting Officer Authority

Prepared by: /s/ Jamie Adelman
Jamie Adelman
Executive Vice President/
Chief Financial Officer

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Attachments:	Voting Requirements:
1. Contract Award Analysis 2. SBE Considerations	Majority

DATE: October 13, 2026

SUBJECT: Approval of Contract for Transit On-Time Performance Analytics Services

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a two-year contract with three one-year options to Swiftly, Inc., for Transit On-Time Performance Analytics Services [Contract No. C-2097233-01], for a total authorized amount not to exceed $4,402,395 including the initial term and execution of options upon determination of satisfactory performance by Swiftly, Inc., and at the discretion of the Interim President & Chief Executive Officer or his designee.

FINANCIAL CONSIDERATIONS

- This contract for On-Time Performance Analytics Services is included in the Service Planning and Scheduling Department's FY 2027 operating budget.
- Sufficient funding for this contract in the amount of $4,402,395 is included in both the Service Planning and Scheduling Department's FY 2027 operating budget and the total operating expense line item of the FY 2027 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract will assist DART in achieving Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement in seamless mobility.
- DART's Transit On-Time Performance Analytics Services system supports real-time bus and rail stop arrival predictions for the GoPass® app and helps DART's scheduling team analyze and adjust running times to improve on-time performance. The system addresses the challenge of the sheer volume of data required to fully analyze and respond to operating issues in the field.
- On November 14, 2023 (Resolution No. 230157), the DART Board approved a contract for Transit On-Time Performance Analytics Services with Swiftly, Inc.
- The Transit On-Time Performance Analytics Services tools provided by Swiftly retain historical data and allow DART scheduling staff to automatically develop the best running times for use in the fixed bus and rail schedules within seconds. This allows DART to revise its schedules based on the recommendations and simulate the on-time performance (OTP) results of the new running times for the entire system.

- For each service change since April 2024, we have adjusted schedules for several routes based on prescriptive run time analysis recommended by Swiftly, Inc., focusing on the routes with the lowest OTP and on changes.
- Immediate OTP improvement was shown on 29 out of 44 (66%) schedule adjustments to date covering 27 bus routes. Several routes show significant weekday OTP improvement (9% to 21%) compared to their initial OTP prior to the first schedule adjustment recommended by Swiftly, Inc.
- These results suggest that the run time adjustments and predictive analytics recommendations are producing measurable improvements in schedule reliability.
- Following extensive market research in earlier 2026, DART Procurement determined Swiftly, Inc., is the only vendor capable of providing seamless continuity of DART's real-time passenger information and predictive analytics platform, eliminating operational disruption, preserving historical data, and avoiding the significant cost and risk of replacing a mission-critical system.

PROCUREMENT CONSIDERATIONS

- On April 7, 2026, a sole source solicitation was sent to one firm.
- This will be an indefinite delivery/indefinite quantity (ID/IQ) contract with a two-year term and three one-year options.
- Swiftly, Inc., is the sole provider for transit on-time performance analytics services.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in April 2026 at 5% SBE participation.
- Swiftly, Inc., the prime contractor, has committed to meet the SBE goal.
- The SBE 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.

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Sole Source)
Solicitation No. S-2097233

Contract Information

A. Description: Transit On-Time Performance Analytics Services

B. Contractor: Swiftly, Inc.

C. Contract Number: C-2097233-01

D. Contract Amount: Not to exceed $4,402,395

E. Contract Type: Indefinite Delivery/Indefinite Quantity (ID/IQ)

F. Performance Period/Term of Contract: Two years from the date of the Notice to Proceed

G. Options Available: Three, one-year options

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

A. 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.

B. Negotiation Memorandum: Available for review in the contract file.

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

D. Protests Received: None

E. Determinations Required: Sole Source F&D – Service uses proprietary software

Determination and Recommendation

Swiftly, Inc. is a responsible contractor, has the capacity to perform this contract, and is recommended for award.

Approval of Contract for Transit On-Time Performance Analytics Services

SBE Considerations

The goal for this contract was established in April 2026 at 5% SBE participation. Swiftly, Inc., the prime contractor, has committed to meet the goal through utilization of the following certified firm:

SBE SPARTICIPATION

VENDOR	LOCATION	SERVICE	AMOUNT	PERCENTAGE
Foursquare Integrated Transportation Planning, Inc.	Washington, DC	Monitoring of DART's CAD/AVL and GTFS Schedule data	$220,120	5.00%

TOTAL SBE PARTICIPATION: $220,120 5.00%*

NOTE: The goal is based on the not to exceed amount of $4,402,395. This amount is inclusive of the initial term and options. 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

Swiftly, Inc. is located in San Francisco, CA and employs 100 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	7	5	7	0	38	57	**57.00%**
FEMALES	5	4	3	0	31	43	**43.00%**
TOTAL	12	9	10	0	69	100	**100%**
PERCENTAGE	**12.00%**	**9.00%**	**10.00%**	**0.00%**	**69.00%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Transit On-Time Performance Analytics Services

WHEREAS, on November 14, 2023 (Resolution No. 230157), the DART Board approved a contract for Transit On-Time Performance Analytics Services; and

WHEREAS, DART has observed that service reliability and customer experience significantly improved through the use of this system that provides prescriptive run time analysis, as well as predictive arrival times for bus, rail service, and streetcar; and

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

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2027 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a two-year contract with three one-year options to Swiftly, Inc., for Transit On-Time Performance Analytics Services [Contract No. C-2097233-01], for a total authorized amount not to exceed $4,402,395, including the initial term and execution of options upon determination of satisfactory performance by Swiftly, Inc., and at the discretion of the Interim President & Chief Executive Officer or his designee.

Approval of Contract for Transit On-Time Performance Analytics Services

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Attachments:	Voting Requirements:
1. Contract Award Analysis 2. DBE Considerations	Majority

DATE: October 13, 2026

SUBJECT: Approval of Contract Modification to Increase Funding for the McKinney Urban Transit District Shared-Ride Microtransit Service

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a contract modification to increase funding for the purpose of providing contracted public transportation services for the McKinney Urban Transit District (MUTD) to Spare Labs, Inc. [Contract No. C-2089590-01], to increase the not-to-exceed amount by $300,000, for a new total authorized amount not to exceed $2,510,803.

FINANCIAL CONSIDERATIONS

- Spare Labs, Inc., will invoice the Dallas Area Rapid Transit Mobility Service, LGC (DART LGC), for services provided under the terms of the contract.
- The DART LGC will be reimbursed for Spare Labs, Inc.'s costs invoiced under the terms of the Interlocal Agreement between DART LGC and the MUTD.
- Reimbursements will include all DART's costs to offset revenue, including direct and indirect costs and fees.

BUSINESS PURPOSE

- The purpose of this item is to request additional funding due to increased ridership to continue the contracted public transportation services for MUTD with Spare Labs for the final three months of the current contract.
- The MUTD Program is an eligibility-based program serving residents of McKinney, Celina, Lowry Crossing, Melissa, Princeton, and Prosper who qualify as a senior (65+), rider with a disability, or low-income rider.
- DART collects revenue from the MUTD Program based on a fee for DART's management of the program, a business fee, GoPass licensing fee, and a general and administrative fee which offsets DART's staff service. The DART LGC has successfully provided transit services to MUTD since January 2, 2022.
- On October 28, 2025 (Resolution No. 250131), the Board authorized the President of the DART LGC to award a 13-month contract for the MUTD Shared-Ride Microtransit Service to Spare Labs, Inc., for a total authorized amount not to exceed $2,210,803.

- Spare Labs, Inc., is a Software as a Service (SaaS) company that provides flexible operating platforms allowing public transit agencies to launch, manage, and integrate demand-based transportation systems such as microtransit.
- The agreement with MUTD will generate revenue for DART LGC, and all DART LGC direct and indirect costs will be offset by local and federal funds reimbursed by MUTD.
- This contract modification will assist DART in achieving Agency Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional economic and mobility asset.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is for 13 months from November 29, 2025, to December 31, 2026.
- The pricing for the funding increase is fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The determination of DBE involvement and goals on this contract were established by Denton County Transportation Authority (DCTA). A race neutral approach was taken which allows the contractor to insert DBE participation, as it may arise, during the performance of the contract in absence of a DBE goal. As such, DCTA is the responsible agency for DBE compliance.

LEGAL CONSIDERATIONS

- Subchapter D of Chapter 431 of the Texas Transportation Code (the Act), authorizes a local government, including a regional transportation authority as described in Chapter 452.001 of the Act, to create local government corporation to aid and act on behalf of the local government to accomplish any governmental purpose of the local government.

Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding
Modification No. 1

Contract Information

A. Contract Description: Increase Funding for the McKinney Urban Transit District (MUTD) Shared Ride Microtransit Service

B. Contractor: Spare Labs, Inc.

C. Contract Number: C-2089590-01

D. Contractual Action: Increase Funding

E. Current Contract Amount: Not to exceed $2,210,803

F. Contract Modification Amount: Not to exceed $300,000

G. New Contract Amount: Not to exceed $2,510,803

H. Contract Type: Indefinite Delivery/Indefinite Quantity

I. Current Term of Contract: November 29, 2025, to December 31, 2026.

J. Remaining Options Available: N/A

K. Price Considerations: The pricing for the funding increase is fair and reasonable based on the original competition and is equal to the current pricing.

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

M. Determinations Required: N/A

N. Funding: Federal and 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

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

Attachment 2

Approval of Contract Modification to Increase Funding for the McKinney Urban Transit District Shared-Ride Microtransit Service

DBE Considerations

The determination of DBE involvement and goals on this contract were established by Denton County Transportation Authority (DCTA). A race neutral approach was taken which allows the contractor to insert DBE participation, as it may arise, during the performance of the contract in absence of a DBE goal. As such, DCTA is the responsible agency for DBE compliance.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract Modification to Increase Funding for the McKinney Urban Transit District Shared-Ride Microtransit Service

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

WHEREAS, the McKinney Urban Transit District (MUTD) Program is an eligibility-based program serving residents of McKinney, Celina, Lowry Crossing, Melissa, Princeton, and prosper who qualify as a senior (65+), rider with a disability, or low-income rider; and

WHEREAS, DART LGC has successfully provided transit services in the form of project management, eligibility, marketing, and GoPass® administration to MUTD since January 2, 2022; and

WHEREAS, on October 28, 2025 (Resolution No. 250131), the Board authorized the President of the DART LGC to award a 13-month contract for the MUTD Shared-Ride Microtransit Service to Spare Labs, Inc., for a total authorized amount not to exceed $2,210,803; and

WHEREAS, additional funding due to increased ridership is needed to continue the contracted public transportation services for MUTD for the final three months of the current contract; and

WHEREAS, all direct and indirect costs and fees incurred by the DART LGC to support the MUTD microtransit service agreement will be reimbursed by the MUTD through grants and local funds; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, the agreement with MUTD will generate revenue for DART LGC, and all DART LGC direct and indirect costs will be reimbursed by MUTD.

NOW THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute a contract modification to increase funding for the purpose of providing contracted public transportation services for the McKinney Urban Transit District with Spare Labs, Inc. [Contract No. C-2089590-01], to increase the not-to-exceed amount by $300,000, for a new total authorized amount not to exceed $2,510,803.

Approval of Contract Modification to Increase Funding for the McKinney Urban Transit District Shared-Ride Microtransit Service

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Attachments:	Voting Requirements:
1. Contract Award Analysis 2. SBE Considerations	Majority

DATE: October 13, 2026

SUBJECT: Approval of Contract for McKinney Urban Transit District Shared-Ride Microtransit Service

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a one-year contract to Spare Labs, Inc., for the McKinney Urban Transit District (MUTD) Shared-Ride Microtransit Service [Contract No. C-2098066-01], for a total authorized amount not to exceed $2,242,565.

FINANCIAL CONSIDERATIONS

- Funding for this contribution is within the current budget and FY 2027 20-Year Financial Plan allocations. This agreement with MUTD will generate revenue for the LGC, and all LGC direct and indirect costs will be reimbursed by MUTD.
- DART collects revenue from the MUTD Program based on a fee for DART's management of the program, a business fee, a GoPass® licensing fee, and a general and administrative fee, which offsets DART's staff service costs.

BUSINESS PURPOSE

- The MUTD Program is an eligibility-based program serving residents of McKinney, Celina, Lowry Crossing, Melissa, Princeton and Prosper who qualify as a senior (65+), rider with a disability, or low-income rider.
- The LGC has successfully provided transit services in the form of project management, eligibility, marketing, and GoPass® administration to the MUTD since January 2, 2022.
- Spare Labs, Inc., is a Software as a Service (SaaS) company that provides flexible operating platforms that allow users to launch, manage, and integrate demand-based transportation systems such as microtransit.
- Following initial discussion with MUTD, DART issued a Request for Proposal (RFP) in February 2026 for a turnkey SaaS service to manage operations of the MUTD Program. The RFP was canceled by DART Procurement after further discussion with MUTD on the approach to best meet our partnership needs. MUTD requested an extension of option year two under the existing LGC-MUTD interlocal agreement (ILA) for transit services.

- The MUTD Board approved the LGC's proposal on October 5, 2026, with the understanding that the MUTD-LGC ILA and LGC contract with Spare Labs, Inc., are subject to legal review as well as LGC/DART Board of Directors' approvals.
- Approvals are being sought concurrently from the LGC Board and the DART Board of Directors on October 13, 2026, for both the LGC-MUTD ILA and the LGC-Spare Labs, Inc., contract.
- The continuation of this partnership to provide contracted public transportation services will assist DART in achieving Board Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

PROCUREMENT CONSIDERATIONS

- On September 10, 2026, a sole source solicitation was sent to one firm.
- This will be an indefinite delivery/indefinite quantity contract for a one-year term with no options.
- Spare Labs, Inc., is the sole provider for the McKinney Urban Transit District (MUTD) shared-ride microtransit service.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- In March 2026, this procurement was reviewed for the potential inclusion of a Small Business Enterprise (SBE) goal. Because the project involves an interlocal agreement, no SBE goal was assigned, consistent with DART's practice of not establishing goals for such projects.

LEGAL CONSIDERATIONS

- Subchapter D of Chapter 431 of the Texas Transportation Code (the Act), authorizes a local government, including a regional transportation authority as described in Chapter 452.001 of the Act, to create a local government corporation to aid and act on behalf of the local government to accomplish any governmental purpose of the local government.
- The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code, authorize DART to contract or agree with another local government to perform functions in which the contracting parties are mutually interested.

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Sole Source)
Solicitation No. S-2098066

A. Description: Contract for McKinney Urban Transit District Shared-Ride Microtransit Service

B. Contractor: Spare Labs, Inc.

C. Contract Number: C-2098066-01

D. Contract Amount: Not to exceed $2,242,565

E. Contract Type: Indefinite Delivery/Indefinite Quantity

F. Performance Period: One year

G. Options Available: N/A

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Federal

Solicitation Information

A. Determination of Responsibility
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Upon Award
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.

B. Negotiation Memorandum: Available for review in the contract file.

C. Cost & Price Considerations: The price is fair and reasonable based on historical pricing for the MUTD program and as compared to the Independent Cost Estimate (ICE).

D. Protests Received: None

E. Determinations Required: Sole Source and Procurement Cancellation Determinations

Determination and Recommendation

Spare Labs, Inc., is a responsible contractor, has the capacity to perform this contract, and is recommended for award.

Approval of Contract for McKinney Urban Transit District (MUTD) Shared-Ride Microtransit Service

SBE Consideration

In March 2026, this procurement was reviewed for the potential inclusion of a Small Business Enterprise (SBE) goal. Because the project involves an interlocal agreement, no SBE goal was assigned, consistent with DART's practice of not establishing goals for such projects.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for McKinney Urban Transit District Shared-Ride Microtransit Service

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

WHEREAS, the MUTD Program is an eligibility-based program serving residents of McKinney, Celina, Lowry Crossing, Melissa, Princeton and Prosper who qualify as a senior (65+), rider with a disability, or low-income rider; and

WHEREAS, LGC has successfully provided transit services in the form of project management, eligibility, marketing, and GoPass® administration to MUTD since January 2, 2022; and

WHEREAS, McKinney desires DART LGC to continue to provide the transit services within the McKinney Urbanized Area; and

WHEREAS, all direct and indirect costs of this contract with Spare Labs, Inc., will be offset from revenue provided to the LGC under the terms of an interlocal agreement between the LGC and MUTD if approved by the DART Board of Directors; and

WHEREAS, a noncompetitive procurement for a one-year contract with no options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, the LGC has determined that MUTD has sufficient revenues to reimburse the LGC from federal, state, and MUTD resources for obligations that the LGC will incur under the contract.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a one-year contract to Spare Labs, Inc., for the McKinney Urban Transit District Shared-Ride Microtransit Service [Contract No. C-2098066-01], for a total authorized amount not to exceed $2,242,565.

Approval of Contract for McKinney Urban Transit District Shared-Ride Microtransit Service

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Attachment:	Voting Requirements:
1. Redlined MUTD ILA Extension	Majority

DATE: October 13, 2026

SUBJECT: **Approval to Authorize the Dallas Area Rapid Transit Mobility Service, LGC, to Execute the Third Amendment and Extension of the Second Option Term Renewal of the Interlocal Agreement with the McKinney Urban Transit District to Provide Transit Services**

RECOMMENDATION

Approval of a resolution authorizing the President of the Dallas Area Rapid Transit Mobility Service, LGC, (DART LGC) or her designee to execute the Third Amendment and an extension of the Second Option Term Renewal of the Interlocal Agreement with McKinney Urban Transit District (MUTD) to provide transit services, with a not-to-exceed amount of $2,275,304, including a contingency of $100,000, substantially in the form as shown in Exhibit 1 to the Resolution, subject to legal review.

FINANCIAL CONSIDERATIONS

- All direct and indirect costs and fees incurred by the DART LGC to support the MUTD microtransit service agreement will be reimbursed by the MUTD through grants and local funds.

BUSINESS PURPOSE

- On September 28, 2021 (Resolution No. 210146), the DART Board of Directors approved a three-year interlocal agreement (ILA) with the MUTD to provide microtransit services.
- On June 18, 2024 (Resolution No. 240073), the DART Board of Directors authorized DART LGC to incorporate two successive one-year option terms in the ILA with MUTD, to provide microtransit service and to execute the First Amendment and Option Term Renewal of the ILA with MUTD.
- On October 28, 2025 (Resolution No. 250133), the DART Board of Directors authorized DART LGC to execute the Second Amendment and Option Term Renewal of the ILA with MUTD to provide microtransit service.
- The MUTD Program is an eligibility-based program serving residents of McKinney, Celina, Lowry Crossing, Melissa, Princeton, and Prosper who qualify as a senior (65+), rider with a disability, or low-income rider.
- DART LGC has successfully provided transit services in the form of project management, eligibility, marketing, and GoPass administration to MUTD since January 2, 2022.

- It is in DART's best interest to provide transit services to MUTD to promote public transportation services for eligible customers.
- This agreement with MUTD will generate revenue for DART LGC and all DART LGC direct and indirect costs will be reimbursed by MUTD.
- DART collects revenue from the MUTD Program based on a fee for DART's management of the program, a business fee, GoPass licensing fee, and a general and administrative fee which offsets DART's staff service.
- The continuation of this partnership to provide contracted public transportation services will assist DART in achieving Board Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

LEGAL CONSIDERATIONS

Subchapter D of Chapter 431 of the Texas Transportation Code (the Act), authorizes a local government, including a regional transportation authority as described in Chapter 452.001 of the Act, to create a local government corporation to aid and act on behalf of the local government to accomplish any governmental purpose of the local government.

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

~~SECOND~~ THIRD AMENDMENT AND ~~EXERCISE~~ EXTENSION OF SECOND OPTION TERM RENEWAL OF THE INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF MCKINNEY, TEXAS AND DALLAS AREA RAPID TRANSIT MOBILITY SERVICES, LOCAL GOVERNMENT CORPORATION

This ~~Second~~ Third Amendment and ~~Exercise~~ Extension of Second Option Term Renewal (this **"~~Second~~ Third Amendment")** of the Interlocal Cooperation Agreement is made by and between the City of McKinney, Texas, a home-rule municipal corporation ("McKinney") and Dallas Area Rapid Transit Mobility Services, Local Government Corporation ("LGC"). McKinney and LGC are referred to in this First Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City of McKinney, acting for and on behalf of McKinney Urbanized Transportation District ("MUTD"), and Dallas Area Rapid Transit Mobility Services, Local Government Corporation, entered into an Interlocal Cooperation Agreement dated November 15, 2021, to provide microtransit service in the McKinney Urbanized Area (hereinafter referred to as the "MUTD ILA").

WHEREAS, the Parties amended the MUTD ILA and exercised the first of two option terms by and through the First Amendment and Exercise of Option Term Renewal of the Interlocal Cooperation Agreement effective as of January 1, 2025 (the "First Amendment"), and thereafter amended the MUTD ILA and exercised the second of two option terms by and through the Second Amendment and Exercise of Second Option Term Renewal of the Interlocal Cooperation Agreement effective as of January 1, 2026 (the "Second Amendment"), which MUTD ILA, ~~and~~ First Amendment, and Second Amendment are hereinafter referred to as the "MUTD Agreement."

WHEREAS, the Parties desire to amend the MUTD Agreement and to ~~exercise~~ extend the second ~~of the two successive one-year~~ option term~~s~~ renewal for one additional year.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the MUTD Agreement as follows:

1. Scope of Services for Transit Services. The Exhibit "A" entitled "Scope of Services Transit Services" for the MUTD Agreement, as it was established by and through the First and Amendments, is hereby deleted in its entirety and replaced with the attached Exhibit "A" that is also entitled "Scope of Services Transit Services."

2. Annual Budget Estimate. The Exhibit "C" entitled "Annual Budget Estimate" for the MUTD Agreement, as it was established by and through the First and Second Amendments, is hereby deleted in its entirety and replaced with the attached Exhibit "C"

that is also entitled "Annual Budget Estimate."

3. Renewal Term: The Parties hereby mutually agree to ~~renew~~ extend the term of the MUTD Agreement for ~~the second of two (2)~~ one (1) additional ~~successive one (1)~~ year~~ terms~~.

4. Effect of Second Amendment. Except as expressly provided herein, all other provisions of the MUTD ILA~~,~~ as previously amended~~ by and through the First Amendment~~ are incorporated into this ~~Second~~ Third Amendment, remain unchanged, are in full force and effect, and are hereby ratified and affirmed by the Parties. By their execution and delivery of this ~~Second~~ Third Amendment, neither Party waives or releases any default hereunder.

5. Capitalized Terms. Capitalized terms used in this ~~Second~~ Third Amendment and not otherwise defined herein have the meanings assigned to them in the MUTD Agreement, as previously amended.

6. Entire Agreement. This ~~Second~~ Third Amendment together with the provisions of the MUTD ILA as ~~it was~~ previously amended ~~by the First Amendment~~ that are incorporated herein by reference represent the entire agreement between the Parties concerning the subject matter of the MUTD ILA as previously amended ~~by the First Amendment~~ and now further amended by this ~~Second~~ Third Amendment and supersede any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.

7. Effective Date. This ~~Second~~ Third Amendment will be effective on January 1, 2027~~6~~, thereby recognizing McKinney's ~~exercise~~ extension of the second ~~of its two successive~~ one-year option term~~s~~ of the MUTD ILA accepted by the LGC ~~as referenced in Paragraph No. 5, above~~.

10. Current Funds. The ~~p~~Party or ~~p~~Parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

11. Incorporation. The recitals set forth above and the attached exhibits are incorporated herein.

12. Counterparts: Electronic Signatures. This ~~Second~~ Third Amendment may be executed in any number of duplicate originals, and each duplicate original will be deemed to be an original. This ~~Second~~ Third Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Second Amendment. Electronic copies of this ~~Second~~ Third Amendment and signatures thereon will have the same force, effect, and legal status as originals.

IN WITNESS WHEREOF, this ~~Second~~ Third Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

[Signatures begin on following page.]

LGC:
Dallas Area Rapid Transit Authority Mobility Services, Local Government Corporation

By: _____
~~Robert W. Smith~~Trenise Winters
President

Date: _____

Approved as to Form:

By: _____
~~Nadine S. Lee~~Gene Gamez
~~President & Chief Executive Officer~~General Counsel
Dallas Area Rapid Transit

Date: _____

MCKINNEY:
City of McKinney, Texas

By: _____
Paul G. Grimes
City Manager

Date: _____

Attest:

By: _____
Empress Drane, TRMC
City Secretary
Tenitrus Bethel Parchman, TRMC
Deputy City Secretary

Date: _____

Approved as to Form:

By: _____
Mark S. Houser
City Attorney

Exhibit A

Scope of Services for Transit Services

Overall Intent

The intent of this Agreement is for LGC to provide or cause to be provided transit services for residents of the MUA who are 65 years or over, with disabilities, or low-income, and possibly later expanded to the general public through a contract with the City acting on behalf of the MUTD. This service will include wheelchair accessible dedicated vehicles and be supplemented by non-dedicated vehicles within established hours and days of service. LGC will provide supporting services to facilitate the implementation of the program and program compliance. This exhibit establishes a framework for the initiation of service. Changes required to meet the needs of the program may be made by mutual written agreement of the LGC President and the City Manager or their designees.

McKinney Roles & Responsibilities

Grant Management. McKinney will submit the project for inclusion in the Transportation Improvement Program (TIP), the Regional and State Transportation Program (STIP) and grant executed with the Federal Transit Administration (FTA). The City will coordinate with the North Central Texas Council of Governments (NCTCOG) for STIP approval.

Project Term. The project will commence on January 1, 2022, and continue through December 31, 2024, with the option to extend for two (2) additional successive one (1) year terms running between January 1, 2025, and December 31, 2025, ("Option Year One (1)") and running between January 1, 2026, and December 31, 2026 ("Option Year Two (2)"). Option Year 2 of the MUTD ILA was extended by agreement of the Parties to satisfy a request from MUTD, running between January 1, 2027, and December 31, 2027.

Project Funding. McKinney will provide non-farebox funding to reimburse all expenses for the Agreement.

Project Administration. McKinney will comply with all FTA requirements necessary to seek, obtain, monitor, administer, audit, closeout, and provide all necessary reporting regarding the grant funding together with any subrecipient agreements with LGC necessary for the Project as a designated Direct Recipient under the rules promulgated by the FTA.

LGC Roles & Responsibilities

Overall Program Management. LGC will be responsible for the overall management of the program and the successful delivery of the Transit Services within this scope of services.

Interlocal Agreement (ILA)/Subrecipient Agreement. If necessary, LGC will be responsible for drafting a subrecipient agreement to be submitted to McKinney for review and approval. Once the ILA is executed, McKinney will retain one agreement and send copies of the executed document to LGC.

Invoicing. LGC will invoice McKinney the service cost net of farebox revenue and provide the supporting documentation detailing all line-item charges on a monthly basis. The initial budget is estimated to be an amount not to exceed Two Million ~~One~~ Two Hundred Seventy-~~Two~~ Five Thousand ~~and Eight~~ Three Hundred and ~~Sixty~~ Four Dollars ($~~2,172,860~~2,275,304) for ~~Option Year Two (2)~~the one-year extension.

Marketing. LGC will develop marketing material such as collateral and flyers for MUTD. LGC will submit the Compensation/Marketing to McKinney for review and approval. The Parties acknowledge that marketing and communications regarding Transit Services may require the use of marks and logos that are owned by each of the Parties. The Parties agree to such limited use of their individually owned or registered marks, logos, and trade names in connection with providing and promoting the Transit Services under this Agreement.

GoPass Integration. In coordination with DART's Business Innovation team, LGC will work with any LGC Contractor to integrate their Application Programming Interface (API) with the GoPass application to support the online booking process.

Compliance Reporting. LGC will follow and support audit, TxDOT, FTA, and National Transit Database reporting and compliance requirements.

Eligibility Certification. LGC will certify the eligibility of future applicants based on the current policy established by the MUTD. Certification will be conducted via mail, website, email, fax, or phone. As needed, LGC will assist future applicants by providing information on how to apply and provide the potential applicant's contact information for LGC to follow up. LGC will maintain all eligibility documentation for up to three (3) years at the conclusion of the Agreement. Additional on-site eligibility opportunities will be coordinated with McKinney staff. LGC plans to report on the number of eligible customers registered during the monthly meeting.

Customer Service. LGC will ensure the LGC Contractor will provide a phone number and dashboard for the receipt of customer requests. Customer shall submit complaints to LGC via call center, mail, email, or website.

Dedicated and Non-Dedicated Service. LGC will contract with an LGC Contractor to implement both a wheelchair accessible dedicated and non-wheelchair accessible non-dedicated service. This program will consist of the following elements:

- **Trip Dispatch,** LGC shall provide or cause to provide dispatch services during operating hours.

- **Service.** LGC shall send or cause to send clean and safe vehicles to the requested locations within promised time windows. This will include mobility device accessible vehicles if requested. Service will be provided from 6:00 a.m. - 8:00 p.m., Monday through Friday, and 8:00 a.m. - 8:00 p.m., Saturday and Sunday excluding major holidays.

- **Fares.** In ~~Option Year Two (2)~~the one-year extension, the base fare will be five dollars ($5) based on trips that are up to seven (7) miles in distance. If trips are greater than seven (7) miles, a mileage-based calculation will be used to determine the fare. Fares will be capped at seventeen dollars ($17) for trips that are twenty-three (23) miles or greater.

~~*[Remainder of page intentionally left blank.]*~~

Distance (mi.)	Rate	Distance (mi.)	Rate	Distance (mi.)	Rate	Distance (mi.)	Rate	Distance (mi.)	Rate	Distance (mi.)	Rate
<7	$5.00	10	$7.25	13	$9.50	16	$11.75	19	$14.00	22	$16.25
8	$5.75	11	$8.00	14	$10.25	17	$12.50	20	$14.75	23 +	$17.00
9	$6.50	12	$8.75	15	$11.00	18	$13.25	21	$15.50		

- **Vehicle Maintenance.** LGC shall ensure or cause to ensure dedicated vehicles will be cleaned, fueled, maintained, and repaired to Original Equipment Manufacturer (OEM) specifications.

- **Reporting.** LGC shall provide or cause to provide reports regarding, but not limited to, request times, latitude and longitude coordinates for origin and destination of trip(s), fare, pick-up time, time of arrival at destination and boarding cancelations, no drivers available, travel distance, and wait time.

- **Vehicles.** During ~~Option Year Two (2)~~the one-year extension, LGC shall provide or cause to provide dedicated service using LGC Contractor-provided wheelchair accessible dedicated vehicles and supplement the service with non-accessible non-dedicated vehicles such as a Transportation Network Company (TNC). Based on demand and utilization, LGC may assess and adjust capital needs including vehicles with prior approval of McKinney.

- **Vehicle Operating Hour Definition.** Service begins at 6:00 a.m. and ends at 8:00 p.m. on weekdays excluding major holidays and operates from 8:00 a.m. through 8:00 p.m. on weekends. LGC may adjust vehicle operating hours with prior approval from McKinney, to accommodate ridership and project needs.

- **Support to McKinney and MUTD.** LGC will plan weekly meetings with McKinney and the MUTD and regulatory agencies. Additional meetings may be arranged upon request to ensure the success of the program.

Compensation

McKinney will review all FTA subrecipient requests for reimbursement under this Agreement in accordance with the requirements established by the FTA. LGC will review any requests for reimbursement received by LGC from any LGC Contractor that has been designated an FTA subrecipient using the approved FTA Subrecipient Invoice Review Checklist attached hereto as Exhibit E.

LGC Invoice to McKinney: LGC will invoice McKinney monthly by the 15th business day for the provision of Transit Services as defined. A sample invoice can be found in Exhibit F. McKinney will reimburse LGC within 30 days from the receipt of the invoice save and except for any amounts that may not be properly documented, which amounts are in controversy, or which amounts are in violation of any FTA requirements or other applicable law.

For adequate documentation the invoice submitted to McKinney must have enough information so that someone unrelated to the Agreement and any grant received in support of the Provision of Transit Services could determine that the charges were appropriate. Such information would include documentation such as progress reports or work statements, invoices for support services and materials, certification by LGC that the work has been satisfactorily rendered, copies of the original bills,

invoices, expense account, and miscellaneous supporting data retained by LGC including, but not limited to work records, rates, material and equipment costs, and list of names, hours worked, and wage information. LGC will use the FTA Invoice Review Checklist as the coversheet for all invoices. LGC will invoice McKinney on the tasks listed below:

Dedicated Service Operation. Invoicing for LGC Contractor-provided dedicated vehicles will be at a rate of $~~44.00~~45.32 per service hour for shifts greater than eight hours and $54.59 for eight-hour shifts. The LGC-provided or LGC Contractor-provided vehicles will be 2018 or newer Dodge or Chrysler minivan, i.e., Caravan or Pacifica, rear load with a capacity of one wheelchair and 4 ambulatory passengers. The rate reflects a turnkey service that includes cleaning, maintenance, parts, storing, and fueling. LGC Contractor-provided vehicles will be branded to reflect MUTD service. The estimated budget in Exhibit C reflects the operation of four LGC-provided or LGC Contractor-provided dedicated vehicles and non-dedicated service.

Dedicated Vehicle Technology Fee. Invoicing for LGC Contractor-provided dedicated vehicle technology fee will be at a rate of $1.50 per trip. The rate reflects a turnkey service that includes the driver application and tablet to display the manifest and turn-by-turn directions.

Non-Dedicated Service Operation. Invoicing for non-dedicated TNCs' services will have multiple components, including a drop fee ($6.27), per-minute cost ($0.18), and per-mile cost ($0.75) for each trip. Certain fees and cancellation penalties may apply. The invoice line item will be based on non- dedicated TNC service usage.

Non-Dedicated Vehicle Technology Fee. Invoicing for LGC Contractor-provided non-dedicated vehicle technology fee will be at a rate of $1.50 per trip. The rate reflects a turnkey service that integrates with the Rideshare provider application.

Provided Platform Base Fee. Invoicing for LGC Contractor-provided platform will be at a rate of $2,573 per month to cover the scheduling of trips, data reporting, and analytics.

LGC Call Center and Customer Support. Invoicing for the LGC Contractor-provided call center operation base fee up to 8,000 minutes per month will be invoiced at a monthly rate of $10,500. An overage fee per minute will be invoiced at $1.32 per minute rate. The LGC call center will operate no less than the service operation hours (Weekdays 5 am to 9 pm; Weekends 7 am to 9 pm). The use of Artificial Intelligence (AI) will supplement the call center operation with a base fee of $3,750 for 2,500 occurrences per month. AI Voice will be charged at a rate of $1.50 per occurrence above the 2,500 occurrences per month.

Vendor Management Fee. Invoicing for the LGC Contractor-provided management services is $10,000 per month plus 3.5% of all costs of non-dedicated service providers and dedicated service providers. The rate reflects the turnkey service to manage the day-to-day operations, National Transit Database reporting, and customer relations.

ELERTS. The addition of ELERTS will be included in the GoPass application to allow customers to report issues they encounter while using the service. The annual cost of the service amounts to $3,000 for setup and onboarding, and $12,000 for a one-year service subscription for ELERTS and $5,000 activation fee and a $2,400 annual fee for DART/Kuba to integrate the Software Development Kit (SDK) with GoPass.

Technology. Invoicing for $60,000 for DART GoPass mobile application licensing, technology integration, and support for ~~Option Year Two (2)~~the one-year extension. The technology fee will be invoiced in full

amount at the first invoice. The technology cost is a fixed cost and LGC will provide McKinney with a LGC invoice as the documentation.

Project Management. The project management cost will be $~~98,123~~103,625 in ~~Option Year Two (2)~~the one-year extension. The Project Management Fee is a fixed cost and includes a project manager priced at ½ of salary and benefits and other DART staff support as required to fully perform this Agreement within the same fee.

DART Fee: Invoicing for DART business fee ~~of~~ will be $~~122,378~~116,970 in ~~Option Year Two (2)~~the one-year extension. This is the flat fee charged by DART LGC for all non-service area contracts where the municipalities are not part of the DART service area.

G&A Cost: Invoicing which includes DART General and Administrative Costs which is 10% of all project costs listed above. Examples of these costs include Legal, Finance, Grants, Risk, Accounting, Executive Management, etc. These fees are required on all non- service area agreements where the LGC provides public transit services.

Farebox Revenue Credit: Farebox revenue received will be returned to McKinney as a credit subtracted from the monthly invoice. LGC will provide documentation of all farebox revenue collected.

The annual budget estimate for ~~Option Year Two (2)~~the one-year extension of Transit Services can be found in Exhibit C to this Agreement. All costs above, unless specified by year, are quoted for ~~Option Year Two (2)~~the one-year extension and will escalate 5% each subsequent year, save and except to the extent specifically shown otherwise in Exhibit C to this Agreement.

EXHIBIT B

Intentionally omitted and remains unchanged from the text of the First Amendment.

EXHIBIT C

Spare Labs Contract~~Vendor Operations~~	Cost
Non-Dedicated Operation Fee	$1,063,260~~$1,056,353.00~~
Non-Dedicated Cancellation Fee	5,450~~$10,120.00~~
Dedicated Operation Fee - Weekday	535,509~~$543,816.00~~
Dedicated Operation Fee - Saturday	56,559~~$30,096.00~~
Dedicated Operation Fee - Sunday	56,559~~$30,096.00~~
Dedicated Operation Technology Fee	24,750~~$28,162.50~~
Non-Dedicated Operation Technology Fee	109,500~~$105,000.00~~
Platform Base Fee	30,870~~$33,442.50~~
Artificial Intelligence – Voice	54,000~~$48,750.00~~
Call Center ~~–~~ Base Fee	126,000~~$136,500.00~~
Vendor Management Fee	180,107~~$188,466.82~~
Total	**$2,242,565~~$2,210,803~~**

DART LGC	Cost
GoPass Licensing Fee	$60,000.00
DART Project Management Fee	103,635~~$98,700.00~~
DART ~~LGC~~ Business Fee	116,970~~$111,400.00~~
DART G&A	232,134~~$221,080.28~~
~~ELERTS~~Contingency	100,000~~$15,000.00~~
~~Kuba – ELERTS Integration~~	~~$7,400.00~~
Total	**$612,739~~$513,580.28~~**

~~Revenue/Promo~~One-Year Extension	Cost
Spare Labs Total Cost	$2,242,565
DART LGC Total Cost	$612,739
Farebox Revenue	($580,000)~~$(572,000.00)~~
~~MTF Promo~~	~~$20,000.00~~
Total Program Cost	**$2,275,304~~$2,172,383.00~~**

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval to Authorize the Dallas Area Rapid Transit Mobility Service, LGC, to Execute the Third Amendment and Extension of the Second Option Term Renewal of the Interlocal Agreement with the McKinney Urban Transit District to Provide Transit Services

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

WHEREAS, on September 28, 2021 (Resolution No. 210146), the Board authorized the DART LGC to approve a three-year interlocal agreement (ILA) with the McKinney Urban Transit District (MUTD) to provide microtransit services (MUTD ILA); and

WHEREAS, on June 18, 2024 (Resolution No. 240073), the Board authorized the DART LGC to incorporate two successive one-year option terms in the MUTD ILA to provide microtransit service and to execute the First Amendment and One-Year Option Term Renewal of the MUTD ILA; and

WHEREAS, on October 28, 2025 (Resolution No. 250133), the Board authorized DART LGC to execute the Second Amendment and Option Term Renewal of the ILA with MUTD to provide microtransit service; and

WHEREAS, all direct and indirect costs and fees incurred by the DART LGC to support the MUTD microtransit service agreement will be reimbursed by the MUTD through grants and local funds.

NOW THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President of the Dallas Area Rapid Transit Mobility Service, LGC, or her designee, is authorized to execute the Third Amendment and an extension of the Second Option Term Renewal of the Interlocal Agreement with the McKinney Urban Transit District to provide transit services, with a not-to-exceed amount of $2,275,304, including a contingency of $100,000, substantially in the form as shown in Exhibit 1 to the Resolution, subject to legal review.

Approval to Authorize the Dallas Area Rapid Transit Mobility Service, LGC, to Execute the Third Amendment and Extension of the Second Option Term Renewal of the Interlocal Agreement with the McKinney Urban Transit District to Provide Transit Services

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

THIRD AMENDMENT AND EXTENSION OF SECOND OPTION TERM RENEWAL OF THE INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF MCKINNEY, TEXAS AND DALLAS AREA RAPID TRANSIT MOBILITY SERVICES, LOCAL GOVERNMENT CORPORATION

This Third Amendment and Extension of Second Option Term Renewal (this **"Third Amendment")** of the Interlocal Cooperation Agreement is made by and between the City of McKinney, Texas, a home-rule municipal corporation ("McKinney") and Dallas Area Rapid Transit Mobility Services, Local Government Corporation ("LGC"). McKinney and LGC are referred to in this First Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City of McKinney, acting for and on behalf of McKinney Urbanized Transportation District ("MUTD"), and Dallas Area Rapid Transit Mobility Services, Local Government Corporation, entered into an Interlocal Cooperation Agreement dated November 15, 2021, to provide microtransit service in the McKinney Urbanized Area (hereinafter referred to as the "MUTD ILA").

WHEREAS, the Parties amended the MUTD ILA and exercised the first of two option terms by and through the First Amendment and Exercise of Option Term Renewal of the lnterlocal Cooperation Agreement effective as of January 1, 2025 (the "First Amendment"), and thereafter amended the MUTD ILA and exercised the second of two option terms by and through the Second Amendment and Exercise of Second Option Term Renewal of the Interlocal Cooperation Agreement effective as of January 1, 2026 (the "Second Amendment"), which MUTD ILA, First Amendment, and Second Amendment are hereinafter referred to as the "MUTD Agreement."

WHEREAS, the Parties desire to amend the MUTD Agreement and to extend the second option term renewal for one additional year.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the MUTD Agreement as follows:

1. Scope of Services for Transit Services. The Exhibit "A" entitled "Scope of Services Transit Services" for the MUTD Agreement, as it was established by and through the First and Amendments, is hereby deleted in its entirety and replaced with the attached Exhibit "A" that is also entitled "Scope of Services Transit Services."

2. Annual Budget Estimate. The Exhibit "C" entitled "Annual Budget Estimate" for the MUTD Agreement, as it was established by and through the First and Second Amendments, is hereby deleted in its entirety and replaced with the attached Exhibit "C" that is also entitled "Annual Budget Estimate."

3. Renewal Term: The Parties hereby mutually agree to extend the term of the MUTD Agreement for one (1) additional year.

4. Effect of Second Amendment. Except as expressly provided herein, all other provisions of the MUTD ILA as previously amended are incorporated into this Third Amendment, remain unchanged, are in full force and effect, and are hereby ratified and affirmed by the Parties. By their execution and delivery of this Third Amendment, neither Party waives or releases any default hereunder.

5. Capitalized Terms. Capitalized terms used in this Third Amendment and not otherwise defined herein have the meanings assigned to them in the MUTD Agreement, as previously amended.

6. Entire Agreement. This Third Amendment together with the provisions of the MUTD ILA as previously amended that are incorporated herein by reference represent the entire agreement between the Parties concerning the subject matter of the MUTD ILA as previously amended and now further amended by this Third Amendment and supersede any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.

7. Effective Date. This Third Amendment will be effective on January 1, 2027, thereby recognizing McKinney's extension of the second one-year option term of the MUTD ILA accepted by the LGC.

10. Current Funds. The Party or Parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

11. Incorporation. The recitals set forth above and the attached exhibits are incorporated herein.

12. Counterparts: Electronic Signatures. This Third Amendment may be executed in any number of duplicate originals, and each duplicate original will be deemed to be an original. This Third Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Second Amendment. Electronic copies of this Third Amendment and signatures thereon will have the same force, effect, and legal status as originals.

IN WITNESS WHEREOF, this Third Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

[Signatures begin on following page.]

LGC:
Dallas Area Rapid Transit Authority Mobility Services, Local Government Corporation

By: _____
Trenise Winters
President

Date: _____

Approved as to Form:

By: _____
Gene Gamez
General Counsel
Dallas Area Rapid Transit

Date: _____

MCKINNEY:
City of McKinney, Texas

By: _____
Paul G. Grimes
City Manager

Date: _____

Attest:

By: _____
Empress Drane, TRMC
City Secretary
Tenitrus Bethel Parchman, TRMC
Deputy City Secretary

Date: _____

Approved as to Form:

By: _____
Mark S. Houser
City Attorney

Exhibit A
Scope of Services for Transit Services

Overall Intent

The intent of this Agreement is for LGC to provide or cause to be provided transit services for residents of the MUA who are 65 years or over, with disabilities, or low-income, and possibly later expanded to the general public through a contract with the City acting on behalf of the MUTD. This service will include wheelchair accessible dedicated vehicles and be supplemented by non-dedicated vehicles within established hours and days of service. LGC will provide supporting services to facilitate the implementation of the program and program compliance. This exhibit establishes a framework for the initiation of service. Changes required to meet the needs of the program may be made by mutual written agreement of the LGC President and the City Manager or their designees.

McKinney Roles & Responsibilities

Grant Management. McKinney will submit the project for inclusion in the Transportation Improvement Program (TIP), the Regional and State Transportation Program (STIP) and grant executed with the Federal Transit Administration (FTA). The City will coordinate with the North Central Texas Council of Governments (NCTCOG) for STIP approval.

Project Term. The project will commence on January 1, 2022, and continue through December 31, 2024, with the option to extend for two (2) additional successive one (1) year terms running between January 1, 2025, and December 31, 2025, ("Option Year One (1)") and running between January 1, 2026, and December 31, 2026 ("Option Year Two (2)"). Option Year 2 of the MUTD ILA was extended by agreement of the Parties to satisfy a request from MUTD, running between January 1, 2027, and December 31, 2027.

Project Funding. McKinney will provide non-farebox funding to reimburse all expenses for the Agreement.

Project Administration. McKinney will comply with all FTA requirements necessary to seek, obtain, monitor, administer, audit, closeout, and provide all necessary reporting regarding the grant funding together with any subrecipient agreements with LGC necessary for the Project as a designated Direct Recipient under the rules promulgated by the FTA.

LGC Roles & Responsibilities

Overall Program Management. LGC will be responsible for the overall management of the program and the successful delivery of the Transit Services within this scope of services.

Interlocal Agreement (ILA)/Subrecipient Agreement. If necessary, LGC will be responsible for drafting a subrecipient agreement to be submitted to McKinney for review and approval. Once the ILA is executed, McKinney will retain one agreement and send copies of the executed document to LGC.

Invoicing. LGC will invoice McKinney the service cost net of farebox revenue and provide the supporting documentation detailing all line-item charges on a monthly basis. The initial budget is estimated to be an amount not to exceed Two Million Two Hundred Seventy-Five Thousand Three Hundred and Four Dollars ($2,275,304) for the one-year extension.

Marketing. LGC will develop marketing material such as collateral and flyers for MUTD. LGC will submit the Compensation/Marketing to McKinney for review and approval. The Parties acknowledge that marketing and communications regarding Transit Services may require the use of marks and logos that are owned by each of the Parties. The Parties agree to such limited use of their individually owned or registered marks, logos, and trade names in connection with providing and promoting the Transit Services under this Agreement.

GoPass Integration. In coordination with DART's Business Innovation team, LGC will work with any LGC Contractor to integrate their Application Programming Interface (API) with the GoPass application to support the online booking process.

Compliance Reporting. LGC will follow and support audit, TxDOT, FTA, and National Transit Database reporting and compliance requirements.

Eligibility Certification. LGC will certify the eligibility of future applicants based on the current policy established by the MUTD. Certification will be conducted via mail, website, email, fax, or phone. As needed, LGC will assist future applicants by providing information on how to apply and provide the potential applicant's contact information for LGC to follow up. LGC will maintain all eligibility documentation for up to three (3) years at the conclusion of the Agreement. Additional on-site eligibility opportunities will be coordinated with McKinney staff. LGC plans to report on the number of eligible customers registered during the monthly meeting.

Customer Service. LGC will ensure the LGC Contractor will provide a phone number and dashboard for the receipt of customer requests. Customer shall submit complaints to LGC via call center, mail, email, or website.

Dedicated and Non-Dedicated Service. LGC will contract with an LGC Contractor to implement both a wheelchair accessible dedicated and non-wheelchair accessible non-dedicated service. This program will consist of the following elements:

- **Trip Dispatch,** LGC shall provide or cause to provide dispatch services during operating hours.

- **Service.** LGC shall send or cause to send clean and safe vehicles to the requested locations within promised time windows. This will include mobility device accessible vehicles if requested. Service will be provided from 6:00 a.m. - 8:00 p.m., Monday through Friday, and 8:00 a.m. - 8:00 p.m., Saturday and Sunday excluding major holidays.

- **Fares.** In the one-year extension, the base fare will be five dollars ($5) based on trips that are up to seven (7) miles in distance. If trips are greater than seven (7) miles, a mileage-based calculation will be used to determine the fare. Fares will be capped at seventeen dollars ($17) for trips that are twenty-three (23) miles or greater.

Distance (mi.)	Rate	Distance (mi.)	Rate	Distance (mi.)	Rate	Distance (mi.)	Rate	Distance (mi.)	Rate	Distance (mi.)	Rate
<7	$5.00	10	$7.25	13	$9.50	16	$11.75	19	$14.00	22	$16.25
8	$5.75	11	$8.00	14	$10.25	17	$12.50	20	$14.75	23 +	$17.00
9	$6.50	12	$8.75	15	$11.00	18	$13.25	21	$15.50		

- **Vehicle Maintenance.** LGC shall ensure or cause to ensure dedicated vehicles will be cleaned, fueled, maintained, and repaired to Original Equipment Manufacturer (OEM) specifications.

- **Reporting.** LGC shall provide or cause to provide reports regarding, but not limited to, request times, latitude and longitude coordinates for origin and destination of trip(s), fare, pick-up time, time of arrival at destination and boarding cancelations, no drivers available, travel distance, and wait time.

- **Vehicles.** During the one-year extension, LGC shall provide or cause to provide dedicated service using LGC Contractor-provided wheelchair accessible dedicated vehicles and supplement the service with non-accessible non-dedicated vehicles such as a Transportation Network Company (TNC). Based on demand and utilization, LGC may assess and adjust capital needs including vehicles with prior approval of McKinney.

- **Vehicle Operating Hour Definition.** Service begins at 6:00 a.m. and ends at 8:00 p.m. on weekdays excluding major holidays and operates from 8:00 a.m. through 8:00 p.m. on weekends. LGC may adjust vehicle operating hours with prior approval from McKinney, to accommodate ridership and project needs.

- **Support to McKinney and MUTD.** LGC will plan weekly meetings with McKinney and the MUTD and regulatory agencies. Additional meetings may be arranged upon request to ensure the success of the program.

Compensation

McKinney will review all FTA subrecipient requests for reimbursement under this Agreement in accordance with the requirements established by the FTA. LGC will review any requests for reimbursement received by LGC from any LGC Contractor that has been designated an FTA subrecipient using the approved FTA Subrecipient Invoice Review Checklist

attached hereto as Exhibit E.

LGC Invoice to McKinney: LGC will invoice McKinney monthly by the 15th business day for the provision of Transit Services as defined. A sample invoice can be found in Exhibit F. McKinney will reimburse LGC within 30 days from the receipt of the invoice save and except for any amounts that may not be properly documented, which amounts are in controversy, or which amounts are in violation of any FTA requirements or other applicable law.

For adequate documentation the invoice submitted to McKinney must have enough information so that someone unrelated to the Agreement and any grant received in support of the Provision of Transit Services could determine that the charges were appropriate. Such information would include documentation such as progress reports or work statements, invoices for support services and materials, certification by LGC that the work has been satisfactorily rendered, copies of the original bills, invoices, expense account, and miscellaneous supporting data retained by LGC including, but not limited to work records, rates, material and equipment costs, and list of names, hours worked, and wage information. LGC will use the FTA Invoice Review Checklist as the coversheet for all invoices. LGC will invoice McKinney on the tasks listed below:

Dedicated Service Operation. Invoicing for LGC Contractor-provided dedicated vehicles will be at a rate of $45.32 per service hour for shifts greater than eight hours and $54.59 for eight-hour shifts. The LGC-provided or LGC Contractor-provided vehicles will be 2018 or newer Dodge or Chrysler minivan, i.e., Caravan or Pacifica, rear load with a capacity of one wheelchair and 4 ambulatory passengers. The rate reflects a turnkey service that includes cleaning, maintenance, parts, storing, and fueling. LGC Contractor-provided vehicles will be branded to reflect MUTD service. The estimated budget in Exhibit C reflects the operation of four LGC-provided or LGC Contractor-provided dedicated vehicles and non-dedicated service.

Dedicated Vehicle Technology Fee. Invoicing for LGC Contractor-provided dedicated vehicle technology fee will be at a rate of $1.50 per trip. The rate reflects a turnkey service that includes the driver application and tablet to display the manifest and turn-by-turn directions.

Non-Dedicated Service Operation. Invoicing for non-dedicated TNCs' services will have multiple components, including a drop fee ($6.27), per-minute cost ($0.18), and per-mile cost ($0.75) for each trip. Certain fees and cancellation penalties may apply. The invoice line item will be based on non- dedicated TNC service usage.

Non-Dedicated Vehicle Technology Fee. Invoicing for LGC Contractor-provided non-dedicated vehicle technology fee will be at a rate of $1.50 per trip. The rate reflects a turnkey service that integrates with the Rideshare provider application.

Provided Platform Base Fee. Invoicing for LGC Contractor-provided platform will be at a rate of $2,573 per month to cover the scheduling of trips, data reporting, and analytics.

LGC Call Center and Customer Support. Invoicing for the LGC Contractor-provided call center operation base fee up to 8,000 minutes per month will be invoiced at a monthly rate of $10,500. An overage fee per minute will be invoiced at $1.32 per minute rate. The LGC call center will operate no less than the service operation hours (Weekdays 5 am to 9 pm; Weekends 7 am to 9 pm). The use of Artificial Intelligence (AI) will supplement the call center operation with a base fee of $3,750 for 2,500 occurrences per month. AI Voice will be charged at a rate of $1.50 per occurrence above the 2,500 occurrences per month.

Vendor Management Fee. Invoicing for the LGC Contractor-provided management services is $10,000 per month plus 3.5% of all costs of non-dedicated service providers and dedicated service providers. The rate reflects the turnkey service to manage the day-to-day operations, National Transit Database reporting, and customer relations.

Technology. Invoicing for $60,000 for DART GoPass mobile application licensing, technology integration, and support for the one-year extension. The technology fee will be invoiced in full amount at the first invoice. The technology cost is a fixed cost and LGC will provide McKinney with a LGC invoice as the documentation.

Project Management. The project management cost will be $103,625 in the one-year extension. The Project Management Fee is a fixed cost and includes a project manager priced at ½ of salary and benefits and other DART staff support as required to fully perform this Agreement within the same fee.

DART Fee: Invoicing for DART business fee will be $116,970 in the one-year extension. This is the flat fee charged by DART LGC for all non-service area contracts where the municipalities are not part of the DART service area.

G&A Cost: Invoicing which includes DART General and Administrative Costs which is 10% of all project costs listed

above. Examples of these costs include Legal, Finance, Grants, Risk, Accounting, Executive Management, etc. These fees are required on all non- service area agreements where the LGC provides public transit services.

Farebox Revenue Credit: Farebox revenue received will be returned to McKinney as a credit subtracted from the monthly invoice. LGC will provide documentation of all farebox revenue collected.

The annual budget estimate for the one-year extension of Transit Services can be found in Exhibit C to this Agreement. All costs above, unless specified by year, are quoted for the one-year extension and will escalate 5% each subsequent year, save and except to the extent specifically shown otherwise in Exhibit C to this Agreement.

EXHIBIT B

Intentionally omitted and remains unchanged from the text of the First Amendment.

EXHIBIT C

Spare Labs Contract	Cost
Non-Dedicated Operation Fee	$1,063,260
Non-Dedicated Cancellation Fee	5,450
Dedicated Operation Fee - Weekday	535,509
Dedicated Operation Fee - Saturday	56,559
Dedicated Operation Fee - Sunday	56,559
Dedicated Operation Technology Fee	24,750
Non-Dedicated Operation Technology Fee	109,500
Platform Base Fee	30,870
Artificial Intelligence – Voice	54,000
Call Center Base Fee	126,000
Vendor Management Fee	180,107
Total	**$2,242,565**

DART LGC	Cost
GoPass Licensing Fee	$60,000.00
DART Project Management Fee	103,635
DART Business Fee	116,970
DART G&A	232,134
Contingency	100,000
Total	**$612,739**

One-Year Extension	Cost
Spare Labs Total Cost	$2,242,565
DART LGC Total Cost	$612,739
Farebox Revenue	($580,000)
Total Program Cost	**$2,275,304**

Agenda Report

Attachment:	Voting Requirements:
1. Redlined MUTD GoPass ILA	Majority

DATE: October 13, 2026

SUBJECT: **Approval of the Third Amendment and Extension of the Second Option Term Renewal of the Interlocal Agreement between Dallas Area Rapid Transit, McKinney Urban Transit District, and Dallas Area Rapid Transit Mobility Service, LGC, for GoPass® Licensing**

RECOMMENDATION

Approval of a resolution: 1) authorizing the President of the Dallas Area Rapid Transit Mobility Service, LGC (DART LGC) or her designee to exercise the third amendment and extension of the second option term renewal of the Interlocal Agreement (ILA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with McKinney Urban Transit District (MUTD) and DART for GoPass® mobile application licensing with fees for onboarding, hosting and maintenance, and a service level agreement in the amount of $60,000; and 2) authorizing the DART Interim President & Chief Executive Officer or his designee to exercise the third amendment and extension of the second option term renewal of the ILA, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with MUTD and DART LGC for GoPass® mobile application licensing with fees for onboarding, hosting and maintenance, and a service level agreement in the amount of $60,000.

FINANCIAL CONSIDERATIONS

- The agreement with MUTD is fully reimbursed through the Coronavirus Aid, Relief, and Economic Security (CARES) Act and local grant funding.

BUSINESS PURPOSE

- The purpose of this agreement is to sub-license the GoPass® platform for use by McKinney Urban Transit District (MUTD) in support of an ILA for mobility services to be facilitated by the LGC for MUTD.
- Approval of the third amendment to the ILA with MUTD and DART broadens the reach of GoPass® regionally and brings revenue to DART to support the ongoing operation and development of the GoPass® application.
- By enabling riders who use MUTD services to leverage GoPass®, the utility of passengers to plan trips into and out of the DART Service Area and from the MUTD Service Area is enhanced.

- LGC and MUTD have formed an agreement for a scope of services to be provided by the LGC to support MUTD's operations. GoPass® mobile application licensing is a component of that service set. DART's role is to license the GoPass® application to MUTD, with funding being routed through LGC to retain alignment with the overall scope of services agreed upon between LGC and MUTD.

- Licensing and maintenance fees from MUTD will support the successful continued operation of the GoPass® platform. They will support expenses incurred by DART for GoPass®, including costs for hosting and licensing.

- Payment for services provided by DART to MUTD detailed in this agreement up to, but not exceeding $60,000, will be provided from MUTD to the LGC and on to DART.

- On September 28, 2021 (Resolution No. 210149), the Board approved an ILA by and between DART, MUTD, and LGC for GoPass® functionality licensing.

- On September 24, 2024 (Resolution No. 240115), the Board approved the first amendment to the ILA by and between DART, MUTD, and LGC to exercise an option year and for GoPass® functionality development.

- On October 28, 2025 (Resolution No. 250117), the Board approved the second amendment to the ILA by and between DART, MUTD, and LGC to exercise an option year and for GoPass® functionality development.

- Approval of this item supports Agency Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first-in-mind.

LEGAL CONSIDERATIONS

Subchapter D of Chapter 431 of the Texas Transportation Code (the "Act"), authorizes a local government, including a regional transportation authority as described in Chapter 452.001 of the Act, to create a local government corporation to aid and act on behalf of the local government to accomplish any governmental purpose of the local government.

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

THIRD AMENDMENT AND EXTENSION~~ERCISE~~ OF ~~THIRD~~ SECOND OPTION TERM RENEWAL OF INTERLOCAL AGREEMENT FOR GOPASS SUBSCRIPTION AND LICENSE

This Third Amendment and Extension~~ercise~~ of ~~Third~~ Second Option Term (this "~~Second~~ Third GoPass ILA Amendment") of the Interlocal Cooperation Agreement for "GoPass®," Subscription and License (the "GoPass ILA") as amended by and through the First Amendment and Second Amendment ~~and Exercise of Second Third Option Term~~ of the Interlocal Cooperation Agreement for "GoPass®," Subscription and License (the "~~First~~ GoPass ILA Amendments"), which GoPass ILA and ~~First~~ GoPass ILA Amendments are hereinafter referred to collectively as the "Agreement," between the City of McKinney, Texas, a Texas home-rule municipal corporation, ("McKinney"), located at 222 North Tennessee Street, TX 75069, Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas, TX 75202, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation ("LGC"), (each referred to as a "Party" and collectively as the "Parties"). The Agreement as amended by this Third GoPass ILA Amendment governs McKinney's Use (defined below), on behalf of MUTD, of a certain mobile ticketing application, generally referred to as "GoPass®," limited as set forth herein.

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

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

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

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

WHEREAS, McKinney acting for and on behalf of MUTD, and Dallas Area Rapid Transit, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation entered into an Interlocal Cooperation Agreement dated November 15, 2021, to provide microtransit service in the MUA (hereinafter referred to as the "MUTD ILA"); and

WHEREAS, the Parties also entered into the GoPass ILA effective January 1, 2022, to allow McKinney to access and utilize the System to facilitate the provision of microtransit service under the MUTD ILA; and

WHEREAS, the Parties recently agreed to extend the second option term of the MUTD ILA for an additional one-year period ~~its third option term~~ effective January 1, 2027; and

WHEREAS, McKinney desires, under the terms of the GoPass ILA as amended by this Third GoPass ILA Amendment, to continue to access and utilize the System for and on behalf of MUTD; and

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

WHEREAS, DART, McKinney, and LGC are authorized to enter into this Third GoPass ILA Amendment pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, the Parties desire to amend the GoPass ILA and to exercise a one (1) year extension in conjunction with the foregoing Recitals.

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 hereby agree to amend the Agreement as follows:

1. Amending Article 5 of the Agreement. The Agreement is hereby amended by amending Article 5 entitled "Payment of Services" (as set out in the ~~First~~ GoPass ILA Amendments) to read as follows for the purposes of this Third GoPass ILA Amendment:

   > PAYMENT OF SERVICES. In accordance with "Exhibit A: Pricing & Feature Scope," DART will invoice the LGC in full the One-Time Fees on January 1, 2027. Concurrently the LGC will invoice McKinney in full for the One-Time Fees on February 1, 2027. All parties will pay the invoice per Article 4 Invoices clause.

2. Exhibit A, "Pricing & Feature Scope." Exhibit A entitled "Pricing & Feature Scope" attached to the ~~First~~ GoPass ILA Amendments is hereby amended and replaced for all purposes under the Agreement as amended by this Third GoPass ILA Amendment with the Exhibit A, entitled "Pricing & Feature Scope" attached to this Third GoPass ILA Amendment.

3. Token Sharing Agreement. The "McKinney Token Sharing Agreement" attached as Exhibit B to the ~~First~~ GoPass ILA Amendments shall remain in full force and effect throughout the duration of this Third GoPass ILA Amendment.

4. Service Level Agreement. The "Service Level Agreement" attached as Exhibit C to the ~~First~~ GoPass ILA Amendments shall remain in full force and effect throughout the duration of this Third GoPass ILA Amendment.

5. Renewal Term. The Parties hereby mutually agree to renew the Agreement for the one (1) year extension term~~s~~.

6. Effect of Third GoPass ILA Amendment. Except as expressly provided herein, all other provisions of the Agreement and exhibits attached thereto now in effect are incorporated into this Third GoPass ILA Amendment, remain unchanged, shall remain in full force and effect, and are hereby ratified and affirmed by the Parties. By their execution and delivery of this Amendment neither Party waives or releases any default hereunder.

7. Capitalized Terms. Capitalized terms used in this Third GoPass ILA Amendment and not otherwise defined herein have the meanings assigned to them in the Agreement.

8. Entire Agreement. This Third GoPass ILA Amendment together with the provisions of the Agreement that are incorporated herein by reference represent the entire agreement between the Parties concerning the subject matter of the Agreement as amended by this Third GoPass ILA Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.

9. Effective Date. This Third GoPass ILA Amendment will be effective on January 1, 2027, thereby recognizing McKinney's exercise of the one (1) year extension accepted by LGC in accordance with the Agreement.

10. Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

11. Incorporation. The recitals set forth above and the attached exhibits are incorporated herein.

12. Counterparts: Electronic Signatures. This Third GoPass ILA Amendment may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Third GoPass ILA Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Third GoPass ILA Amendment. Electronic copies of this Third GoPass ILA Amendment and signatures thereon will have the same force, effect, and legal status as originals.

IN WITNESS WHEREOF, this Third GoPass ILA Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

DALLAS AREA RAPID TRANSIT

By: _____
Nathaniel P. Ford Sr. ~~Nat Ford~~
President & Chief Executive Officer

Date: _____

[Signatures continue on following page.]

Dallas Area Rapid Transit Mobility Service, Local Government Corporation

By: _____
~~Kay Shelton~~Trenise Winters
President

Date: _____

Approved as to Form:

By: _____
Gene Gamez
General Counsel

City of McKinney, Texas

By: _____
Paul G. Grimes
City Manager

Date: _____

Attest:

By: _____
Empress Drane, TRMC
City Secretary
Tenitrus Bethel Parchman, TRMC
Deputy City Secretary

Date: _____

Approved as to Form:

By: _____
Mark S. Houser
City Attorney

Exhibit A
Pricing & Feature Scope

Feature Scope:
GoPass App Delivery

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

Feature Deliver

Invoicing Schedule: 100% invoiced at commencement of option term renewal

Licensing Fee for Option Year (Annual Fee):	$27,000
Program Management Fee:	$27,000
Service Level Agreement (SLA) Fee:	$6,000
Annual Total:	$60,000

Additional Work Fees

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

Hourly Development rate $200 / hr.

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of the Third Amendment and Extension of the Second Option Term Renewal of the Interlocal Agreement between Dallas Area Rapid Transit, McKinney Urban Transit District, and Dallas Area Rapid Transit Mobility Service, LGC, for GoPass® Licensing

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

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

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

WHEREAS, on September 28, 2021 (Resolution No. 210149), the Board approved an Interlocal Agreement by and between DART, MUTD, and LGC for GoPass® functionality licensing; and

WHEREAS, on September 24, 2024 (Resolution No. 240115), the Board approved the first amendment to the ILA by and between DART, MUTD, and LGC to exercise an option year and for GoPass® functionality development; and

WHEREAS, on October 28, 2025 (Resolution No. 250117), the Board approved the second amendment to the ILA by and between DART, MUTD, and LGC to exercise an option year and for GoPass® functionality development; and

WHEREAS, the agreement with MUTD is fully reimbursed through the Coronavirus Aid, Relief, and Economic Security (CARES) Act and local grant funding.

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

Section 1: The President of the Dallas Area Rapid Transit Mobility Service, LGC, or her designee is authorized to exercise the third amendment and extension of the second option term renewal of the Interlocal Agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with McKinney Urban Transit District and Dallas Area Rapid Transit for GoPass® mobile application licensing with fees for onboarding, hosting and maintenance, and a service level agreement in the amount of $60,000.

Section 2: The Interim President & Chief Executive Officer or his designee is authorized to exercise the third amendment and extension of the second option term renewal of the Interlocal Agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with McKinney Urban Transit District and Dallas Area Rapid Transit Mobility Service, LGC, for GoPass® mobile application licensing with fees for onboarding, hosting and maintenance, and a service level agreement in the amount of $60,000.

Approval of the Third Amendment and Extension of the Second Option Term Renewal of the Interlocal Agreement between Dallas Area Rapid Transit, McKinney Urban Transit District, and Dallas Area Rapid Transit Mobility Service, LGC, for GoPass® Licensing

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

THIRD AMENDMENT AND EXTENSION OF SECOND OPTION TERM RENEWAL OF INTERLOCAL AGREEMENT FOR GOPASS SUBSCRIPTION AND LICENSE

This Third Amendment and Extension of Second Option Term (this "Third GoPass ILA Amendment") of the Interlocal Cooperation Agreement for "GoPass®," Subscription and License (the "GoPass ILA") as amended by and through the First Amendment and Second Amendment of the Interlocal Cooperation Agreement for "GoPass®," Subscription and License (the "GoPass ILA Amendments"), which GoPass ILA and GoPass ILA Amendments are hereinafter referred to collectively as the "Agreement," between the City of McKinney, Texas, a Texas home-rule municipal corporation, ("McKinney"), located at 222 North Tennessee Street, TX 75069, Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas, TX 75202, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation ("LGC"), (each referred to as a "Party" and collectively as the "Parties"). The Agreement as amended by this Third GoPass ILA Amendment governs McKinney's Use (defined below), on behalf of MUTD, of a certain mobile ticketing application, generally referred to as "GoPass®," limited as set forth herein.

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

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

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

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

WHEREAS, McKinney acting for and on behalf of MUTD, and Dallas Area Rapid Transit, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation entered into an Interlocal Cooperation Agreement dated November 15, 2021, to provide microtransit service in the MUA (hereinafter referred to as the "MUTD ILA"); and

WHEREAS, the Parties also entered into the GoPass ILA effective January 1, 2022, to allow McKinney to access and utilize the System to facilitate the provision of microtransit service under the MUTD ILA; and

WHEREAS, the Parties recently agreed to extend the second option term of the MUTD ILA for an additional one-year period effective January 1, 2027; and

WHEREAS, McKinney desires, under the terms of the GoPass ILA as amended by this Third GoPass ILA Amendment, to continue to access and utilize the System for and on behalf of MUTD; and

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

WHEREAS, DART, McKinney, and LGC are authorized to enter into this Third GoPass ILA Amendment pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, the Parties desire to amend the GoPass ILA and to exercise a one (1) year extension in conjunction with the foregoing Recitals.

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 hereby agree to amend the Agreement as follows:

1. Amending Article 5 of the Agreement. The Agreement is hereby amended by amending Article 5 entitled "Payment of Services" (as set out in the GoPass ILA Amendments) to read as follows for the purposes of this Third GoPass ILA Amendment:

   > PAYMENT OF SERVICES. In accordance with "Exhibit A: Pricing & Feature Scope," DART will invoice the LGC in full the One-Time Fees on January 1, 2027. Concurrently the LGC will invoice McKinney in full for the One-Time Fees on February 1, 2027. All parties will pay the invoice per Article 4 Invoices clause.

2. Exhibit A, "Pricing & Feature Scope." Exhibit A entitled "Pricing & Feature Scope" attached to the GoPass ILA Amendments is hereby amended and replaced for all purposes under the Agreement as amended by this Third GoPass ILA Amendment with the Exhibit A, entitled "Pricing & Feature Scope" attached to this Third GoPass ILA Amendment.

3. Token Sharing Agreement. The "McKinney Token Sharing Agreement" attached as Exhibit B to the GoPass ILA Amendments shall remain in full force and effect throughout the duration of this Third GoPass ILA Amendment.

4. Service Level Agreement. The "Service Level Agreement" attached as Exhibit C to the GoPass ILA Amendments shall remain in full force and effect throughout the duration of this Third GoPass ILA Amendment.

5. Renewal Term. The Parties hereby mutually agree to renew the Agreement for the one (1) year extension term.

6. Effect of Third GoPass ILA Amendment. Except as expressly provided herein, all other provisions of the Agreement and exhibits attached thereto now in effect are incorporated into this Third GoPass ILA Amendment, remain unchanged, shall remain in full force and effect, and are hereby ratified and affirmed by the Parties. By their execution and delivery of this Amendment neither Party waives or releases any default hereunder.

7. Capitalized Terms. Capitalized terms used in this Third GoPass ILA Amendment and not otherwise defined herein have the meanings assigned to them in the Agreement.

8. Entire Agreement. This Third GoPass ILA Amendment together with the provisions of the Agreement that are incorporated herein by reference represent the entire agreement between the Parties concerning the subject matter of the Agreement as amended by this Third GoPass ILA Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.

9. Effective Date. This Third GoPass ILA Amendment will be effective on January 1, 2027, thereby recognizing McKinney's exercise of the one (1) year extension accepted by LGC in accordance with the Agreement.

10. Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

11. Incorporation. The recitals set forth above and the attached exhibits are incorporated herein.

12. Counterparts: Electronic Signatures. This Third GoPass ILA Amendment may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Third GoPass ILA Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Third GoPass ILA Amendment. Electronic copies of this Third GoPass ILA Amendment and signatures thereon will have the same force, effect, and legal status as originals.

IN WITNESS WHEREOF, this Third GoPass ILA Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

DALLAS AREA RAPID TRANSIT

By: _____
Nathaniel P. Ford Sr.
President & Chief Executive Officer

Date: _____

[Signatures continue on following page.]

Dallas Area Rapid Transit Mobility Service, Local Government Corporation

By: _____
Trenise Winters
President

Date: _____

Approved as to Form:

By: _____
Gene Gamez
General Counsel

City of McKinney, Texas

By: _____
Paul G. Grimes
City Manager

Date: _____

Attest:

By: _____
Empress Drane, TRMC
City Secretary
Tenitrus Bethel Parchman, TRMC
Deputy City Secretary

Date: _____

Approved as to Form:

By: _____
Mark S. Houser
City Attorney

Exhibit A
Pricing & Feature Scope

Feature Scope:
GoPass App Delivery

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

Feature Deliver

Invoicing Schedule: 100% invoiced at commencement of option term renewal

Licensing Fee for Option Year (Annual Fee):	$27,000
Program Management Fee:	$27,000
Service Level Agreement (SLA) Fee:	$6,000
Annual Total:	$60,000

Additional Work Fees

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

Hourly Development rate $200 / hr.

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

Agenda Report

Voting Requirements:
Majority

DATE: **October 13, 2026**

SUBJECT: **Approval of Fiscal Year 2027 Annual Budget for the Dallas Area Rapid Transit Mobility Service, LGC**

RECOMMENDATION

Approval of a resolution approving the Fiscal Year (FY) 2027 Annual Budget for the Dallas Area Rapid Transit (DART) Mobility Service, LGC, as shown in Exhibit 1 to the resolution.

FINANCIAL CONSIDERATIONS

- Funding for the transportation services is provided in the agreement with the McKinney Urban Transit District.

BUSINESS PURPOSE

- The continuation of this partnership to provide contracted public transportation services supports Agency Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.
- Section 4.01 of the LGC's Bylaws provides that the LGC Board of Directors shall adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year and forward to the DART Board of Directors for approval.

LEGAL CONSIDERATIONS

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Fiscal Year 2027 Annual Budget for the Dallas Area Rapid Transit Mobility Service, LGC

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

WHEREAS, on October 13, 2026, the LGC Board of Directors approved the proposed LGC Fiscal Year 2027 Annual Budget; and

WHEREAS, funding for the transportation services is provided in the agreement with the McKinney Urban Transit District.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Fiscal Year 2027 Annual Budget for the Dallas Area Rapid Transit Mobility Service, LGC, as shown in Exhibit 1 to the Resolution, is approved.

Approval of Fiscal Year 2027 Annual Budget for the Dallas Area Rapid Transit Mobility Service, LGC

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Exhibit 1: LGC FY2027 Annual Budget

Task	Pricing
Non-Dedicated TNC - Ops Cost	$1,063,260
Non-Dedicated TNC - Cancellation Fees	$5,450
Standard Contractor (Weekday)	$535,509
Standard Contractor (Saturday)	$56,559
Standard Contractor (Sunday)	$56,559
Dedicated Vehicle - Technology Fee	$24,750
Platform Base Fee	$30,870
Non-Dedicated - Technology Fee	$109,500
AI - Voice	$54,000
Call Center	$126,000
Admin Fee	$180,107
Spare Labs Total	$2,242,565
Project Management Fee	$103,635
Financial Administration	$116,970
General Administration	$232,134
GoPass Fee	$60,000
Contingency	$100,000
DART Mobility Service, LGC Total	$612,739
Project Expenditures	$2,855,304
Farebox Revenue	($580,000)
Total Program Cost	$2,275,304

Agenda Report

Voting Requirements:
Majority

DATE: **October 13, 2026**

SUBJECT: **Appointment of Directors to the Dallas Area Rapid Transit Mobility Service, LGC, Board of Directors for Terms Ending December 31, 2028**

RECOMMENDATION

Approval of a resolution appointing Mark Enoch, Nathaniel P. Ford Sr., Trenise Winters, and Jamie Adelman as directors to the Dallas Area Rapid Transit Mobility Service, LGC, Board of Directors for terms commencing on the date hereof and ending on December 31, 2028, or until a replacement director is appointed.

FINANCIAL CONSIDERATIONS

- Approval of a director for the LGC Board has no financial impact on the approved budget or FY 2027 20-Year Financial Plan.

BUSINESS PURPOSE

- Pursuant to Section 2.01 of the LGC Bylaws, the DART Board Chair is deemed appointed as a Director of the LGC without formal action by the DART Board of Directors.
- The remaining four members of the LGC Board are appointed by the DART Board of Directors through a resolution.
- Pursuant to Section 2.01 of the LGC Bylaws, one other member of the DART Board of Directors and three DART employees recommended by the President & Chief Executive Officer shall also be appointed as directors of the LGC Board.
- Approval of this Resolution will help achieve Agency Strategic Goal 1: Empowered Agency - Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees; and Strategic Goal 5: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

LEGAL CONSIDERATIONS

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

Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), authorizes a local government, including a regional transportation authority as described in Chapter 452.001 of the Act, to create a local government corporation to aid and act on behalf of the local government to accomplish any governmental purpose of the local government.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Appointment of Directors to the Dallas Area Rapid Transit Mobility Service, LGC, Board of Directors for Terms Ending December 31, 2028

WHEREAS, DART has created a local government corporation, the Dallas Area Rapid Transit Mobility Service, LGC, to aid and act on behalf of DART in providing a public transportation system by contracting with entities outside the DART Service Area; and

WHEREAS, pursuant to Section 2.01 of the LGC Bylaws, the DART Board Chair is deemed appointed as a Director of the LGC without formal action by the DART Board of Directors; and

WHEREAS, the remaining four members of the LGC Board are appointed by the DART Board of Directors through a resolution; and

WHEREAS, pursuant to Section 2.01 of the LGC Bylaws, one other member of the DART Board of Directors and three DART employees recommended by the President & Chief Executive Officer shall also be appointed as directors of the LGC Board; and

WHEREAS, approval of a director for the LGC Board has no financial impact on the approved budget or FY 2027 20-Year Financial Plan.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that Mark Enoch, Nathaniel P. Ford Sr., Trenise Winters, and Jamie Adelman are appointed as directors to the Dallas Area Rapid Transit Mobility Service, LGC, Board of Directors for terms commencing on the date hereof and ending on December 31, 2028, or until a replacement director is appointed.

Appointment of Directors to the Dallas Area Rapid Transit Mobility Service, LGC, Board of Directors for Terms Ending December 31, 2028

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Attachments:	Voting Requirements:
1. Contract Award Analysis 2. SBE Considerations	Majority

DATE: October 13, 2026

SUBJECT: Approval of Contract for Track Brake Pole End Parts for DART's Light Rail Vehicle Fleet

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a two-year contract to Knorr Brake Company, LLC [C-2095025-01], for track brake pole end parts for DART's Light Rail Vehicle (LRV) fleet, for a total authorized amount not to exceed $818,638.

FINANCIAL CONSIDERATIONS

- This contract for Track Brake Pole End Parts for DART's Light Rail Vehicle Fleet is included in the Vehicle Maintenance Department's FY 2027 operating budget.
- Sufficient funding for this contract in the not to exceed amount of $818,638 is included in both the Vehicle Maintenance Department's FY 2027 Operating budget and the Total Operating Expense line item of the FY 2027 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract supports Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- To ensure service reliability and passenger safety, DART must maintain 163 LRVs in a state of good repair. Consistent with the manufacturers' recommendations, replacing worn track brake pole end parts is required to maintain the integrity of the emergency braking system to ensure adequate vehicle performance and passenger safety.
- These components make direct contact with the steel rail track during emergency braking to assist the train in stopping more quickly, such as with unexpected occurrences that require shorter LRV stopping distances.
- Maintaining an adequate stock of track brake pole end parts helps prevent service disruptions and vehicle downtime by enabling quick replacement of worn parts so vehicles can return to service quickly for our customers.

PROCUREMENT CONSIDERATIONS

- On February 12, 2026, a sole source solicitation was sent to one firm.
- This will be a requirement contract with a two-year term.
- Knorr Brake Company, LLC, is the sole provider for track brake pole end parts.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in December 2025 at 5% SBE participation.
- Knorr Brake Company, LLC, the prime contractor, has no direct participation for this project; however, they do include small businesses within their business plans when viable opportunities are available.
- The SBE 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.

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Sole Source)
Solicitation No. S-2095025

Contract Information

A. Description: Track Brake Pole End Parts for DART's Light Rail Vehicle Fleet

B. Contractor: Knorr Brake Company, LLC

C. Contract Number: C-2095025-01

D. Contract Amount: **$**818,638

E. Contract Type: Requirements

F. Term of Contract: Two years

G. Options Available: N/A

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

A. Determination of Responsibility
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Upon award
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

B. Negotiation Memorandum: Available for review in the contract file.

C. Cost & Price Considerations: Prices are fair and reasonable based on negotiations, historical prices adjusted for inflation, and the Producer Price Index (PPI).

D. Protests Received: None

E. Determinations Required: Use of Sole Source Procurement

Determination and Recommendation

Knorr Brake Company, LLC, is a responsible contractor, has the capacity to perform this contract, and is recommended for award.

Attachment 2

Approval of Contract for Track Brake Pole End Parts for DART's Light Rail Vehicle Fleet

SBE Considerations

The goal for this contract was established in December 2025 at 5% SBE participation.
Knorr Brake Company, LLC, the prime contractor, has no direct participation for this project; however, they do include small businesses within their business plans when viable opportunities are available.

Summary of EEO-1 Report

Knorr Brake Company, LLC is located in Westminster, MD and employs 391 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENT
MALES	29	25	29	0	218	301	76.98%
FEMALES	2	5	3	0	80	90	23.02%
TOTAL	31	30	32	0	298	391	**100%**
PERCENTAGE	**7.93%**	**7.67%**	**8.18%**	**0.00%**	**76.21%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Track Brake Pole End Parts for DART's Light Rail Vehicle Fleet

WHEREAS, DART ensures service reliability and passenger safety by maintaining 163 Light Rail Vehicles (LRV) in a state of good repair; and

WHEREAS, the LRV braking system is a critical component to operating safe service and every vehicle must include functional emergency braking capabilities; and

WHEREAS, DART remains consistent with the manufacturers' recommendations in replacing worn LRV track brake pole end parts for adequate vehicle performance, passenger safety, and to maintain the integrity of the rail system; and

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

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

WHEREAS, funding for this contract is within current budget and FY 2027 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a two-year contract to Knorr Brake Company, LLC [Contract C-2095025-01], for the purchase of track brake pole end parts for DART's Light Rail Vehicle fleet, for a total authorized amount not to exceed $818,638.

Approval of Contract for Track Brake Pole End Parts for DART's Light Rail Vehicle Fleet

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Attachments:	Voting Requirements:
1. Procurement Analysis 2. SBE Considerations	Majority

DATE: October 13, 2026

SUBJECT: Approval to Exercise Contract Options for the See Something Say Something Application

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a contract modification for the See Something Say Something application with ELERTS [Contract No. C-2096274-01] to: 1) exercise the first and second one-year options; and 2) increase the not-to-exceed amount by $327,990, for a new total authorized amount not to exceed $427,985.

FINANCIAL CONSIDERATIONS

- This contract modification for the See Something Say Something application with ELERTS is included in the DART Police Department's FY 2027 Operating budget.
- Sufficient funding for this contract modification to increase the not-to-exceed amount by $327,990 is included in both the DART Police Department's FY 2027 Operating budget and Total Operating Expense line item of the FY 2027 20-Year Financial Plan.

BUSINESS PURPOSE

- This contract provides the See Something Say Something application for riders to report what they see while riding DART. The application allows riders to send incident reports to a public safety monitoring center and to report their status and geographical position to public safety officials.
- On November 11, 2025, the original contract was awarded to ELERTS in the amount of $99,995, which was below the threshold requiring Board approval. This contract modification will cause the total contract amount to exceed the threshold, thus requiring Board approval.
- This contract expires on November 10, 2026; this contract modification will provide continued use of the application for riders to send incident reports.
- Approval of this contract will help DART in achieving Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement, and Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional economic and mobility asset.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is one year from the award date of November 11, 2025, and the contract provides for two one-year options.
- The pricing for the exercise of the option years is fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- Due to the intellectual rights and proprietary nature of this procurement, it is recognized as non-eligible for goal setting per the deviation to DART's Procurement Regulations regarding Software Licenses and Maintenance Agreements.

LEGAL CONSIDERATIONS

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

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

Contract Information

A. Contract Description: Exercise Contract Options for See Something Say Something Application

B. Contractor: ELERTS

C. Contract Number: C-2096274-01

D. Contractual Action: Exercise two one-year options

E. Current Contract Amount: Not to exceed $99,995

F. Contract Modification Amount: Not to exceed $327,990

G. New Contract Amount: Not to exceed $427,985

H. Contract Type: Definite Delivery/ Definite Quantity

I. Current Term of Contract: 11/11/2025 through 11/10/2026

J. Remaining Options Available: None

K. Price Considerations: Contract award pricing for the base and options was evaluated and compared to the current sole source contract and the independent cost estimate.

L. Negotiation Memorandum: None

M. Determination 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

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

Approval to Exercise Contract Options for the See Something Say Something Application

SBE Considerations

Due to the intellectual rights and proprietary nature of this procurement, it is recognized as non-eligible for goal setting per the deviation to DART's Procurement Regulations regarding Software Licenses and Maintenance Agreements.

Summary of EEO-1 Report

ELERTS is located in Hingham, MA and employs 12 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENT
MALES	1	1	0	0	5	7	58.33%
FEMALES	1	0	0	0	4	5	41.67%
TOTAL	2	1	0	0	9	12	**100%**
PERCENTAGE	**16.67%**	**8.33%**	**0.00%**	**0.00%**	**75.00%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval to Exercise Contract Options for the See Something Say Something Application

WHEREAS, this contract provides the See Something Say Something application for riders to report what they see while riding DART; and

WHEREAS, the application allows riders to send incident reports to a public safety monitoring center and to report their status and geographical position to public safety officials; and

WHEREAS, on November 11, 2025, the original contract was awarded to ELERTS in the amount of $99,995, which was below the threshold requiring Board approval. This contract modification will cause the total contract amount to exceed the threshold, thus requiring Board approval; and

WHEREAS, the current one-year contract with ELERTS expires November 10, 2026, and this contract modification will provide continued use of the application; and

WHEREAS, funding for this agreement is within current budget and FY 2027 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute a contract modification for the See Something Say Something application with ELERTS [Contract No. C-2096274-01] to:

Section 1: Exercise the first and second one-year options.
Section 2: Increase the not-to-exceed amount by $327,990, for a new total authorized amount not to exceed $427,985.

Approval to Exercise Contract Options for the See Something Say Something Application

Prepared by: /s/ Charles Cato
Charles Cato
Chief, DART Police and
Emergency Management

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Voting Requirements:
Majority

DATE: **October 13, 2026**

SUBJECT: **Approval of Interlocal Agreement between DART and the Town of Addison for Funding of the Addison Orbit Service**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute an Interlocal Agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the Town of Addison for funding of the Addison Orbit Service, effective October 1, 2026.

FINANCIAL CONSIDERATIONS

- This interlocal agreement (ILA) between DART and the Town of Addison for Funding of the Addison Orbit Service is included in the Agency Non-Operating line item of the FY 2027 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this resolution will assist DART in achieving Agency Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.
- On September 30, 2025, the DART Board approved the Fiscal Year (FY) 2026 budget, which included $800,000 for a new DART GoLink microtransit zone within the Town of Addison anticipated to start in April 2026.
- On January 27, 2026, the Addison City Council ordered an election to consider withdrawal from DART on May 2, 2026, upon which DART informed Addison that GoLink implementation would be postponed pending election results.
- On March 24, 2026, Addison approved a contract with Via Transportation for Addison Orbit microtransit service, which began on April 24, 2026.
- On May 2, 2026, Addison voters elected to remain within DART, and Addison subsequently modified Via services to scale back fleet requirements and remove the need for paratransit services, extending the contract through October 15, 2026.

- In June 2026, Addison and DART discussed the new DART GoLink implementation date of October 5, 2026. A June 11 letter from Addison to DART outlined two options: 1) DART funding Addison Orbit in lieu of implementing the budgeted GoLink service, or 2) Bringing GoLink up to the service level Addison currently receives from Via, specifically to use Addison-branded vans rather than those provided through current DART contracts.

- In a June 24, 2026, letter, DART informed Addison that a different GoLink service model is not available at this time and requested that Addison decide if they want to implement DART GoLink beginning October 5, 2026, or request a funding agreement with DART for Addison Orbit.

- On July 7, 2026, Addison held a City Council work session and informed DART on July 8, 2026, that they wish to advance a funding agreement to continue with Addison Orbit, pending additional efforts related by DART to review potential GoLink enhancements.

- DART recognizes that its service area cities are interested in exploring other local mobility providers and service options and that, through this agreement, both parties will gain information that will be useful in understanding customer preferences and in making future service decisions beyond FY 2027.

- Addison City Council is scheduled to consider approval of the ILA on October 13, 2026.

- Continuing the Addison Orbit service is anticipated to attract new riders to the DART system through enhanced first- and last-mile connections to and from Silver Line stations and multiple bus routes that serve the town.

LEGAL CONSIDERATIONS

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Interlocal Agreement between DART and Town of Addison for Funding of the Addison Orbit Service

WHEREAS, on September 30, 2025, the DART Board approved the Fiscal Year (FY) 2026 budget, which included $800,000 for a new DART GoLink microtransit zone within the Town of Addison anticipated to start in April 2026; and

WHEREAS, on January 27, 2026, the Addison City Council ordered an election to consider withdrawal from DART on May 2, 2026, upon which DART informed Addison that GoLink implementation would be postponed pending election results; and

WHEREAS, on March 24, 2026, Addison approved a contract with Via Transportation for Addison Orbit microtransit service, which began on April 24, 2026; and

WHEREAS, on May 2, 2026, Addison voters elected to remain within DART and Addison subsequently modified Via services to scale back fleet requirements and remove the need for paratransit services, extending the contract through October 15, 2026; and

WHEREAS, in June 2026, Addison and DART discussed the new DART GoLink implementation date of October 5, 2026; and

WHEREAS, a June 11 letter from Addison to DART outlined two options: 1) DART funding Addison Orbit in lieu of implementing the budgeted GoLink service, or 2) Bringing GoLink up to the service level Addison currently receives from VIA, specifically to use Addison-branded vans rather than those provided through current DART contracts; and

WHEREAS, in a June 24, 2026, letter, DART informed Addison that a different GoLink service model is not available at this time and requested that Addison decide if they want to implement DART GoLink beginning October 5, 2026, or request a funding agreement with DART for Addison Orbit; and

WHEREAS, on July 7, 2026, Addison held a City Council work session and informed DART on July 8, 2026, that they wish to advance a funding agreement to continue with Addison Orbit, pending additional efforts related by DART to review potential GoLink enhancements; and

WHEREAS, DART recognizes that its service area cities are interested in exploring other local mobility providers and service options and that, through this agreement, both parties will gain information that will be useful in understanding customer preferences and in making future service decisions beyond FY 2027; and

WHEREAS, continuing the Addison Orbit service is anticipated to attract new riders to the DART system through enhanced first- and last-mile connections to and from Silver Line stations and multiple bus routes that serve the town; and

WHEREAS, approval of this agreement is within FY 2027 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute an Interlocal Agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the Town of Addison for funding of the Addison Orbit Service, effective October 1, 2026.

Approval of Interlocal Agreement between DART and Town of Addison for Funding of the Addison Orbit Service

Prepared by: /s/ Kay Shelton
Kay Shelton
Chief of Staff

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

INTERLOCAL AGREEMENT

between

DALLAS AREA RAPID TRANSIT and

TOWN OF ADDISON for

ADDISON ORBIT SERVICES FUNDING

This Interlocal Agreement ("Agreement") is made by and between **DALLAS AREA RAPID TRANSIT** ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas, Texas 75202, and the **TOWN OF ADDISON, TEXAS** (the "TOWN"), a Texas home rule municipal corporation, located at 15600 Addison Road, Addison, Texas 75001. DART and TOWN may each be referred to as a "Party" or collectively as "Parties."

WHEREAS, on September 30, 2025, the DART Board of Directors, through DART Res. No. 250112, approved the FY2026 budget, which included $800,000 for a new DART GoLink microtransit zone within the TOWN ("GoLink Services"), anticipated to start in April 2026; and

WHEREAS, on January 27, 2026, the Addison Town Council ordered a withdrawal election from DART on May 2, 2026, and the Parties agreed to temporarily postpone implementation of GoLink Services; and

WHEREAS, on March 24, 2026, TOWN approved an on-demand microtransit contract with Via Transportation, Inc. ("Via Contract") for Addison Orbit services within a zone designated within the TOWN and including additional destinations points outside of the TOWN beginning April 24, 2026; and

WHEREAS, on May 2, 2026, the Addison withdrawal election concluded in the TOWN remaining a DART service area city, and TOWN subsequently reduced certain fleet service requirements in its Via Contract, which was also extended through October 15, 2026; and

WHEREAS, in June of 2026, TOWN and DART discussed implementation of GoLink Services starting on October 5, 2026; and TOWN proposed, in a June 11, 2026, letter, that: (1) DART fund the TOWN's Addison Orbit services for the FY2026 budget amount of $800,000, in lieu of implementing GoLink Services; or (2) DART implement revised GoLink Services to include Addison-branded vehicles, rather than DART's current mixed-supply model; and

WHEREAS, on June 24, 2026, DART offered to: (1) implement the original unrevised GoLink Services; or (2) provide a funding agreement for TOWN's Addison Orbit services for a total all-inclusive reimbursement amount not-to-exceed $800,000 ("Reimbursement Amount"); and

WHEREAS, on July 8, 2026, TOWN indicated they wish to move forward with a funding agreement for their Addison Orbit services while DART continued review efforts for potential

GoLink enhancements; and

WHEREAS, DART recognizes that its service area cities are interested in exploring other local mobility providers and service options and that this Agreement will allow the Parties to gain useful information for understanding customer preferences and service decisions beyond FY 2027; and

WHEREAS, continuing TOWN's Addison Orbit services will attract new riders to the DART system through enhanced first- and last-mile connections to and from one or more Silver Line stations; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act; and

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

Section I. TOWN's Responsibilities

1.1 Addison Orbit Services. TOWN shall provide, or cause to be provided, on-demand microtransit rideshare services for the TOWN as described in **Exhibit A** ("Addison Orbit").

1.2 Reimbursement from DART. To claim any Reimbursement Amount under this Agreement, TOWN agrees to submit monthly reimbursement requests to DART in writing, accompanied by supporting documentation confirming TOWN payments made under the Via Contract for services rendered. TOWN also agrees to promptly provide any additional Via Contract payment information as requested by DART and that the TOWN's submitted reimbursement requests shall not cumulatively exceed $800,000, inclusive of any GoPass integration costs.

1.3 GoPass Integration Costs. TOWN agrees that DART will integrate Addison Orbit services into the existing DART GoPass trip-planning experience for an annual hosting fee of $12,000 and any additional costs thereof, which shall be deducted from the total not-to-exceed Agreement Reimbursement Amount. This annual hosting fee does not include the annual GoPass maintenance fee of $15,000, which will be waived to TOWN for the purposes of this Agreement.

1.4 DART Property Access. TOWN agrees to enter into any license agreement(s) required by DART for access to DART premises, including and not limited to, terms and conditions for the potential installation of Addison Orbit signage to promote connections and the use of the Addison Orbit services. TOWN shall execute such license agreement(s) prior to the submission of any reimbursement requests to DART.

1.5 DART Customer Access to Addison Orbit. TOWN agrees to provide DART customers with free access to Addison Orbit services, if they: (1) connect to a DART facility; and

(2) hold a valid DART pass, which includes any riders holding a DART day pass, three-hour pass, reduced pass, regional pass, or corporate passes. TOWN agrees to allow DART-assigned personnel to ride Addison Orbit for free for ridership observation and information-gathering purposes. TOWN further agrees that DART shall retain all revenue relating to customer purchases through GoPass, including pass purchases to access the Addison Orbit.

1.6 FTA Reporting. TOWN shall designate DART as the exclusive entity to report all Addison Orbit ridership and performance data to the Federal Transit Administration ("FTA") National Transit Database ("NTD") and as the dedicated recipient for any grants awarded by the FTA in connection with the Addison Orbit services, as if the Addison Orbit services are provided by DART. Additionally, TOWN shall provide DART with Addison Orbit data as required in the NTD Reporting Policy Manual, which includes but is not limited to data requirements outlined in **Exhibit B**.

1.7 Access to Addison Orbit Data. TOWN shall provide DART with access to all Addison Orbit microtransit zone data on a daily, weekly, and monthly basis, with monthly ridership reporting information due to DART no later than the 10th of each calendar month. Additionally, TOWN shall respond to all DART requests for Addison Orbit operations information, including but not limited to spatial, temporal, origin/destination, and demographic data. TOWN also agrees to collaborate and engage with DART in conducting a comprehensive ridership and microtransit performance evaluation of Addison Orbit services in April 2027.

1.8 Good Standing Requirement. TOWN acknowledges and agrees that it shall not be entitled to receive any payments under this Agreement until and unless any outstanding amounts owed to DART pursuant to any Interlocal Agreement or other Agreement, whereby TOWN is obligated to pay DART for goods and services provided or for the reimbursement of goods and services provided, shall be current or fully paid.

Section II. DART's Responsibilities

2.1 License Agreement(s) for Property Access. DART agrees to provide TOWN with license agreement(s) to review and approve for access to DART premises, which include but are not limited to terms and conditions for the potential installation of Addison Orbit signage to fully integrate Addison Orbit services into the DART ridership system.

2.2 Review of Reimbursement Requests. DART agrees to review all reimbursement requests submitted by TOWN under this Agreement and to provide timely responses, including the issuance of Reimbursement Amount payments to TOWN, within thirty (30) days of receipt of each written request. If the written request for reimbursement requires amendment or additional supporting documentation by TOWN, the Reimbursement Amount payment will be made within thirty (30) days of the corrected reimbursement request, in accordance with the Texas Prompt Payment Act. The Parties

agree that DART shall not be obligated, under any circumstances, to fund Addison Orbit services after the TOWN's submitted claims cumulatively exceed the Reimbursement Amount, inclusive of any GoPass integration cost(s) and other additional DART fees for agreed-upon services between the Parties.

2.3 Addison Orbit Fare Revenue. DART agrees that TOWN shall retain all revenue relating to Addison Orbit fare and bundle purchases through TOWN's Via application/platform.

2.4 Timeframe for GoPass Integration. Given TOWN's agreement to an annual hosting fee deduction of $12,000 from the Reimbursement Amount, DART agrees to integrate Addison Orbit services into the GoPass application by December 2, 2026, to ensure seamless trip-planning and ridership experiences for all customers.

2.5 Six-Month Review of Addison Orbit Services. DART agrees to conduct a comprehensive evaluation of Addison Orbit ridership and performance metrics in collaboration with TOWN, which will take place at a time and place mutually agreed upon by the Parties in April 2027.

2.6 Extension. It is agreed that prior to the consideration of any extension of this Agreement, the parties will review and evaluate Addison Orbit services, and any future funding is subject to DART Board approval.

Section III. General Terms and Conditions

3.1 Term. The term of this Agreement begins on October 1, 2026, and ends on September 30, 2027.

3.2 Termination. Either Party may terminate this Agreement by providing the other Party with a written termination notice submitted to the other Party at least thirty (30) days in advance.

3.3 Additional Services. DART may provide management consulting, planning, scheduling, marketing, and promotional services to the TOWN for terms and/or fee amounts as agreed in writing and approved by both Parties.

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

3.5 Liability. To the extent allowed by law, each Party hereto shall be liable for the acts and deeds of its own employees and contractors. Neither Party shall be deemed to have waived herein any defenses or rights and remedies available to such Party under Texas or other applicable laws, including and without limitation, governmental immunity and limits and defenses to tort claims.

3.6 **CLAIMS EXCEEDING REIMBURSEMENT AMOUNT. THE PARTIES**

AGREE THAT DART SHALL NOT BE RESPONSIBLE FOR PAYING ANY COST OVERRUNS FOR ADDISON ORBIT SERVICES. TO THE EXTENT PERMITTED BY LAW, TOWN SHALL RELEASE AND HOLD DART HARMLESS FROM ANY CLAIMS OR LIABILITIES ARISING FROM REIMBURSEMENT AMOUNT PAYMENTS ISSUED TO TOWN OR IMPLEMENTATION OR OPERATION OF ADDISON ORBIT SERVICES OR THE VIA CONTRACT.

Section IV. Miscellaneous

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

DALLAS AREA RAPID TRANSIT
1401 Pacific Avenue
Dallas, Texas 75202-7210
TWinters@dart.org
Attn: EVP & Chief Operations Officer

TOWN OF ADDISON
_____
_____
_____
_____

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

_____
_____
_____

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

4.2 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any action brought by a party to enforce any provision of this Agreement shall be commenced in a state district court of competent jurisdiction in Dallas County, Texas.

4.3 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties on the terms herein. This Agreement may be amended or supplemented only by a mutual agreed upon written instrument executed by the Parties.

4.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

4.5 Assignment. This Agreement shall not be assigned, or rights transferred by either Party.

4.6 Compliance with Laws. Each Party, its agents, employees, and contractors shall perform all work hereunder in compliance with applicable federal, state, and local laws and regulations, including but not limited to securing any required permits and governmental authorizations pertaining to Addison Orbit services.

4.7 No Joint Enterprise. The Parties do not intend that this Agreement be construed as finding that the Parties have formed a joint enterprise. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into, and the Parties hereto specifically disclaim such relationship.

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

4.9 Construction and Interpretation. This Agreement shall not be construed against the drafting party. The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction of interpretation of this Agreement.

4.10 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision in the Agreement, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

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

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

[Reminder of Page Intentionally Left Blank; Signature Page Follows]

DALLAS AREA RAPID TRANSIT

_____
Nathaniel P. Ford Sr.
President & Chief Executive Officer

Date: _____

Approved as to Form:

_____
Gene Gamez
General Counsel

TOWN OF ADDISON

_____
David Gaines
City Manager

Date: _____

Approved as to Form:

_____
Name:_____
Title: _____

EXHIBIT A - Addison Orbit Services

On-Demand Microtransit — Service Overview

Addison Orbit is the TOWN's on-demand microtransit, procured through the Via Contract. It provides shared, curb-to-curb rides throughout Addison and connects riders to jobs, dining, hotels, and the regional DART network — without fixed routes or stops.

Operator: Via Transportation, Inc. was selected through competitive the TOWN's RFP No. 26-114 (Council-adopted March 24, 2026). Service launched April 25, 2026.

Vehicle Fleet: Toyota Sienna vans plus 2 spares; 3 fully ADA/FTA-compliant wheelchair-accessible vehicles (WAVs).

Accessibility: Wheelchair-accessible vehicles available on request; door-to-door service for residential pickups/drop-offs.

Service Area: Entire Town of Addison (4.4 sq. mi.), plus a designated rally point just outside Town limits for DART connection to Knoll Trail Station.

Hours of Service: 7 days a week, 5:00 a.m. – midnight.

Average Wait Time: 12-minute contract target; pickups average within 3 minutes of quoted ETA.

Demand peaks: Weekday commute-hour requests up 40–50% vs. June–July — morning peak (8–9am) avg. requests/hr rose from ~5.7 → ~8.4; afternoon peak (4–6pm) rose from ~9.4 → ~13.1.

Rider satisfaction: Since Aug. 1, average rating 4.9/5, with 97% five-star ratings.

Booking: Addison Orbit app, or by phone at (469) 214-0940.

After integration with DART GoPass on or before December 3, 2026, Addison Orbit rides are available for booking through DART, in addition to the Addison Orbit app.

Addison Orbit Fares:

Individual ride - $1.50

Unlimited day pass -$3/day

Unlimited rides for adults -$63/month

Children under 12 – Free

All customers with valid DART passes, including DART day pass, three-hour pass, reduced pass, regional pass, or corporate passes, may ride without paying separate Addison Orbit fares.

Addison Orbit Rider Bundles

Purchase $25 - Get $30 credit

Purchase $45 - Get $60 credit

Purchase $65 - Get $90 credit



An Addison Orbit vehicle in front of the Addison mural.

Exhibit B: NTD Reporting Requirements

Complete and current reporting requirements for shared mobility partnerships with transportation network companies (TNC) are outlined in the National Transit Database (NTD) Reporting Policy Manual, which can be accessed on the Federal Transit Administration (FTA) website.

This data may include, but is not limited to, requirements listed below.

1. Service Data (Form S-10)

    - Unlinked Passenger Trips (UPT): Total number of passenger boardings
    - Vehicle Revenue Miles (VRM): Total miles traveled by vehicles while in revenue service (excluding deadhead)
    - Vehicle Revenue Hours (VRH): Total hours vehicles are actively serving passengers or are available for passenger pick-up
    - Total Vehicle Miles / Total Vehicle Hours: Includes deadhead and maintenance travel
    - Vehicles Operated in Maximum Service (VOMS): The highest number of vehicles managed simultaneously during peak operation periods

2. Contractual & Financial Data (Form B-30)

    - Contractual Relationship Details: Contract type (e.g., cost reimbursement, fixed rate per unit) and who retains the fare revenues
    - Contract Revenues / Expenses: Net expenses paid to the contractor and any retained fares or public funding allocations
    - Capital Responsibility: Clear definition of whether the agency or the contractor/TNC owns or has capital responsibility for the assets (vehicles, software platforms, facilities)

3. Asset & Resource Alignment (Forms A-10 / A-30)

    - Revenue Vehicle Inventory: Dedicated vehicle fleets must be tracked under DR-PT (Demand Response - Purchased Transportation). For DR-TN (Demand Response - Transportation Network), where drivers operate their personal vehicles (such as via ride-hailing partnerships), agencies report the service structure differently, often bypassing traditional dedicated vehicle ID reporting but still reporting aggregate active capacity attributes
    - Sponsorship / Eligibility Criteria: For DR-TN configurations, data validating that the platform service satisfies the requirements of general public transit eligibility under 49 U.S.C. §5302(15) is required

4. Key Operational Service Metrics

    - Unlinked Passenger Trips (UPT): The total number of passengers who board the vehicles.
    - Passenger Miles Traveled (PMT): The total number of miles traveled by all passengers collectively.
    - Vehicle Revenue Miles (VRM): Total miles driven by vehicles while in revenue service.

- Vehicle Revenue Hours (VRH): Total hours accumulated by vehicles during revenue service

5. Financial and Contractual Fields

- Operating Expenses (OE): Full cost incurred to operate the service
- Passenger Fares: The total amount paid by riders to use the transit service. The full amount must be reported regardless of whether the contracting agency or the private platform/provider (TNC) retains the cash flow
- Contractual Relationship (Form B-30): Details regarding the monetary structure of the agreement, such as full cost of service or capital helper details

6. Service Area and Program Eligibility

- Geographic Area Coverage (Form B-15): Census Designated Places (CDPs), counties, and states served by the program
- ADA-Related UPT: Specific to demand response, tracking trips specifically dedicated to meeting Complementary Paratransit requirements under the Americans with Disabilities Act

Agenda Report

Committee-of-the-Whole ☒

Attachment:	Voting Requirements:
1. Att 1 Sample Agreement	Majority

DATE: October 13, 2026

SUBJECT: **Approval of Engagement Agreement with Outside Counsel for Public Finance and Accounting Services Related to the Determination of Withdrawn City's Total Financial Obligation**

RECOMMENDATION

Approval of a resolution authorizing the General Counsel to execute an engagement agreement in substantially the form attached as Exhibit A for legal and accounting services related to the determination of withdrawn city's total financial obligation with the law firm (the Firm) of _____ with a total authorized amount not to exceed $250,000.

FINANCIAL CONSIDERATIONS

- This engagement agreement for legal and accounting services is within the Office of General Counsel's approved FY 2027 operating budget.
- Sufficient funding for this contract in the amount of $250,000 is included in both the Office of General Counsel's FY 2027 operating budget and the total operating expense line item of the FY 2027 20-Year Financial Plan.

BUSINESS PURPOSE

- Dallas Area Rapid Transit (DART) is a regional transit agency authorized under Chapter 452 of the Texas Transportation Code (Chapter 452) and was created and funded with a one-cent sales and use tax on August 13, 1983.
- On July 19, 2019 (Resolution No. 190085), the DART Board authorized the General Counsel to contract for legal services in the amount not to exceed $50,000. It is anticipated that the legal services for this matter will exceed that amount.
- DART's service area consisted of 13 cities: Addison, Carrollton, Cockrell Hill, Dallas, Farmers Branch, Garland, Glenn Heights, Highland Park, Irving, Plano, Richardson, Rowlett, and University Park. DART is governed by a 15-member board appointed by service area city councils. By statute, service area cities may hold withdrawal elections every 6 years.
- On May 2, 2026, the service area cities of Addison, Highland Park, and University Park held withdrawal elections to allow their voters to determine whether DART shall continue in their respective city/town.
- The voters of Addison and University Park voted to continue service with DART. The voters of Highland Park voted not to continue service with DART.

- The effective date of Highland Park's withdrawal from DART was May 14, 2026. When a city withdraws from DART, pursuant to state statute, a determination of the total amount of financial obligation of the withdrawn city must be completed.
- Pursuant to Chapter 452, the withdrawal of a service area city is subject to the requirements of the United States and Texas constitutions prohibiting the impairment of contracts and requires continued collection of sales taxes from the withdrawn service area city until the financial obligations of the withdrawn service area city are reduced to zero.
- It has been determined that assistance from a firm with legal expertise in public finance and accounting services for the determination of Highland Park's total financial obligations to DART and where such services because of ethical or conflict reasons cannot be performed by the DART Office of General Counsel is needed.
- On September 11, 2026, a Request for Qualifications (RFQ) for legal and accounting services related to the computation of a withdrawn city's total financial obligation was issued to 15 law firms specializing in public finance, business valuations, and/or contracts. By September 30, 2026, DART received nine responses to the RFQ. Five of the nine responses indicated they could not perform the work.
- The Board will be provided with a summary of firms reviewed and considered.
- The Board will consider approval of an engagement agreement with the Firm.
- Approval of this item will help achieve Board Strategic Goal 4: Culture of Contribution - Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth.

LEGAL CONSIDERATIONS

Section 452.101 of the Texas Transportation Code authorizes DART to employ attorneys and auditors and prescribe their duties.

Sections 452.659-661 of the Texas Transportation Code sets out the framework to determine the total financial obligation of a withdrawn service area city.

PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

This Professional Services Agreement (the "Agreement") is by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code and the law firm of _____ (the " Firm."). DART and the Firm may each be referred to as a Party and collectively referred to as the Parties.

The Parties agrees as follows:

1.0 **Effective Date of this Agreement**. This Agreement is effective _____ (the "Effective Date") and replaces any and all prior agreements or arrangements, if any, to perform legal services between DART and the Firm. The term of this Agreement shall be for one year with annual renewal to be evaluated based on the work remaining to determine the net financial obligation of Highland Park and any legal services that may be needed should litigation ensue. ("Term").

2.0 **Public Finance and Contractual Debt Analysis Services**. The Firm shall provide legal services and accounting services for the computation of Highland Park's net financial obligations to DART as of the effective withdrawal date of May 14, 2026. The services will include calculation of outstanding contractual obligations for capital or other contractual expenditures, all other general debt obligations of DART, including expenditures for subsequent years, the payment of which is not made or provided for from the proceeds of notes, bonds, or other obligations. The Firm will draft a report certifying the total financial obligations for Highland Park as determined by the applicable Texas Transportation Code and contract law.

3.0 **Other Legal Services**. The Firm shall perform the following additional legal services when requested to do so by DART: Those legal services, including litigation services, that may be needed or required during the determination and final certification of net financial obligation for Highland Park. Any additional legal services requested by DART shall be provided in writing to the Firm and will define the scope of the additional services requested.

4.0 **Compensation**. The Firm will be compensated for legal services on an hourly fee basis at the respective rates charged by The Firm for the attorneys and legal assistants performing the services based on the Firm's Discounted Rates as set forth in Exhibit A ("Hourly Fee") (a schedule shall be furnished and updated as necessary to reflect such Discounted Rates); and

The Firm shall submit invoices for services rendered as described in this paragraph. Any invoice for Hourly Fees shall detail the work performed and describe the work with specificity for transparency and accountability for the utilization of public funds. Hourly Fees shall be invoiced based on 0.1/hour increments.

5.0 **Division of Work**. The Firm acknowledges that DART may retain more than one Firm for the delivery public finance and contractual debt analysis as that work is described in the statement of work.

6.0 **Reimbursement for Out-of-Pocket Expenses**. DART will reimburse reasonable and necessary out-of-pocket costs and expenses incurred by the Firm.

7.0 **Equal Opportunity Employer.** DART complies with all equal opportunity guarantees under state and federal law ensuring that all agency procurement rules, policies, practices and communications in the award of government services and all other official actions of DART treat people equally. DART and its contractors shall not discriminate on the basis of race, color, religion, national origin, sex, or other protected classes in the award and performance of contracts.

8.0 **Maintenance of and Access to Records**. The Firm shall maintain detailed records of the work performed under this Agreement and shall make such records, including all accounts, bills and vouchers relative thereto, available on a reasonable basis for the internal and/or external auditors of DART or other DART representatives if requested. Such records shall be available for three (3) years following termination of the Agreement or any extension thereof.

9.0 **Notice of Claim**. If any claim, demand, or other action is made or brought by any person, firm, corporation, or other entity against the Firm related to their services hereunder, the Firm shall give written notice thereof to DART no later than five (5) days after being notified of such claim, demand, suit, or action. Such notice shall state the date of notification of any such claim, demand, suit or other action; the name and address of the person, firm, corporation or other entity making such claim or that instituted or threatened to institute any type of action or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered by email, regular or certified mail, return receipt requested and shall be sent to the Office of General Counsel, Dallas Area Rapid Transit, P. O. Box 660163, Dallas, Texas 75266, Attention: General Counsel.

10.0 **Sole Representation**. DART recognizes that the Firm may represent other clients, including other cities and political subdivisions, as Public Finance Counsel or in other capacities. The Firm shall be disqualified from representing any other client (i) in any matter which is substantially related to their representation of DART and (ii) with respect to any matter where there is a reasonable probability that confidential information furnished by DART to the Firm could be used to DART's disadvantage. The Firm may represent, from time to time, a number of financial institutions, including institutions that act as financial advisors or underwriters in connection with obligations issued by entities other than DART. Because the Firm has a been engaged to represent DART only, this Agreement does not include their family members, affiliated or related entities, or their respective individual officers in their individual capacity, directors, partners, equity owners or employees. Unless otherwise specifically stated in the Agreement, our representation does not include any parent, subsidiary, or affiliated entity;

employee, officer, director, shareholder, member or partner of an entity; or any commonly owned entity. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only agreement defined in this Agreement.

11.0 **Adverse Interest**. Notwithstanding the preceding paragraph, the Firm shall comply with the Texas Disciplinary Rules of Professional Conduct in providing legal services pursuant to this Contract. The Firm acknowledges that it is not currently involved in any litigation in which it represents a party adverse to DART and the Firm agrees that it will not undertake any litigation adverse to DART or a DART employee or officer, in their official capacity, during the term of this Contract, without the prior written approval of the General Counsel. The Firm may not undertake representation adverse to DART or a DART employee or officer because of information obtained by virtue of this Contract. Notwithstanding any other provision of this Contract, the General Counsel may terminate this Contract with the Firm immediately, for cause, upon violation of this Section.

12.0 **Non-Discrimination**. In addition, the Firm covenants that it will take all necessary actions to ensure that, in connection with any work under this Contract, the Firm will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or handicap unrelated to job performance, whether directly, indirectly or through contractual or other arrangements. The Firm shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. Sections 12101-12213, as amended.

13.0 **Assignment**. This Contract shall be binding upon the parties, their successors, and assignees; provided, however, that this Contract is for professional services and the Firm shall not assign this Contract, in whole or in part, without the prior written consent of DART.

14.0 **Notices**. All notices, communications, and reports required or permitted under this Contract shall be by email or by mail to the respective parties by depositing same in the United States mail, postage prepaid at the addresses shown below. Mailed notices shall be deemed communicated as of five (5) days after mailing.

15.0 **Confidentiality**. In the course of representing DART, the Firm frequently has access to nonpublic, confidential and proprietary information related to DART. The Firm must have in place appropriate procedures to ensure the protection of all such information, including from internal sources who may present parties that do business with DART. The Firm must take timely, appropriate and responsible measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard. The Firm must consult with DART before disseminating any potentially sensitive information acquired from DART or learned with representing DART. In addition, third-party vendors engaged by the Firm that acquire or have access to confidential or proprietary material of DART (including work product) should be requested to sign a Confidentiality Agreement. It is the responsibility of the Firm to obtain a signed Confidentiality Agreement from third-party vendors and to retain it.

16.0 **Addresses**. The current addresses of the parties for all notices to this Engagement shall be sent by certified mail with a copy or email to:

DALLAS AREA RAPID TRANSIT
Office of General Counsel
P.O. Box 660163 Dallas, Texas 75266
Attn.: General Counsel
Phone: (214) 749-3196
Fax: (214) 749-3695
Email: ggamez@dart.org

Chief Financial Officer
P.O. Box 660163
Dallas, Texas 75266
Attn: CFO and Treasurer
Phone: (214) 749-3148
Email: Jamie Adelman, EVP & CFO, jadelman@dart.org
Dwight Burns, Treasurer, dburns@dart.org

17.0 **Construction**. If any word, phrase, clause, sentence or provision of this Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this Contract, this being the intent of the parties in entering into this transaction; and all provisions of this Contract are declared to be severable for this purpose.

18.0 **Venue**. This Contract is performable in Dallas County, Texas, and venue for any legal action under this Contract shall lie exclusively in Dallas County, Texas; and in construing this Contract, the laws and court decisions of the State of Texas shall control.

19.0 **Indemnification & Insurance**. The Firm agrees to indemnify DART and its officers, employees, and agents against any and all losses, penalties, damages, settlements, costs, or liabilities arising out of or due to any malpractice of the Firm, its employees, agents and subcontractors in connection with or arising out of this Agreement and/or the performance hereof. Without limiting its liability under this Agreement, the Firm shall procure and maintain in full force and effect, during its representation of DART with respect to work arising from the Scope of Engagement, Professional Liability (Errors and Omissions Liability) insurance through a “AAA” (or equivalent) Best-Rated insurance carrier. The Firm shall maintain Professional Liability insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled, but not less than an aggregate amount of $5 million, which shall cover professional misconduct or lack of ordinary skill for those activities listed in this Agreement. The professional liability insurance will include coverage for practice in the field of federal and state public finance law and government law. The Firm shall furnish DART with a certificate of

insurance for Professional Liability coverage. The policy must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. If the Firm does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, the Firm must immediately report this to DART's General Counsel. Failure to maintain the policy as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

20.0 **Retention of Records**. The Firm shall retain all records relating to this Contract for a minimum of 3 years following termination, during which time DART reserves the right to audit such records at its election. The Firm shall maintain strict confidentiality in the performance of this Contract and shall not disclose any information or documentation related to the subject matter of this Contract without the written approval of the General Counsel.

21.0 **Right of Audit**. DART retains the right to inspect all DART client files maintained by the Firm in connection with this Contract. DART also retains the right to audit the bills submitted by the Firm for a claim for fees, expenses, disbursements or other charges under this Contract. Any such audits shall be conducted at DART expense in a manner that does not disrupt the business of such firm.

22.0 **Waiver**. Failure by DART to insist in any one or more instances upon performance of any of the terms and conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, and the Firms' obligation with respect to such performance shall continue in full force and effect.

23.0 **Entire Agreement**. This Agreement represents the entire agreement between DART and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral, relating to matters in this Agreement. Any change(s) to this Agreement shall be in writing in the form of an amendment mutually agreed upon and duly executed by the parties and shall be attached to and made a part of this Agreement.

24.0 **Counterparts**. This Agreement may be executed in multiple counterparts each one of which shall act as an original.

25.0 **Joint and Several Liability**. The Firm shall be jointly and severally liable with any other law firm(s) retained by DART during the Term if the Firm, along with another law firm(s) retained by DART, each received a fee for the services described in Sections 2 and 3.

26.0 **Termination**. This Agreement may be terminated, or the scope of the work altered or reduced in any respect, by DART, whenever DART, in its sole discretion, shall determine that termination, alteration or reduction is in the best interests of DART. Any such termination, alteration or reduction shall take effect, unless otherwise agreed to by the parties, thirty (30) days following delivery to the Firm by DART of a Notice of Termination, Alteration or Reduction. The Firm shall be paid all applicable Hourly Fees, and, if legal opinions have been rendered, all applicable and unpaid Opinion Fees, for all work completed to the effective date of termination

or, with respect to services altered or reduced to the effective date of such alterations or reductions.

27.0 **Ordering and Payment**. Communication and liaison between the Firm and DART shall be conducted by DART's General Counsel or his/her designee. Verbal orders are permitted but must be confirmed in writing within three (3) business days. A copy of each task order shall be attached to the invoice submitted for its payment. Invoices shall be submitted for processing to the DART General Counsel.

28.0 **Certifications**. The Firm certifies and acknowledges the accuracy of the following statements:

a. That to the best of the Firm's knowledge they are not indebted to DART. Indebtedness to DART may be the basis for voiding or canceling this Agreement.

b. No employee or board member of DART shall have direct financial interest in any contract with DART, nor shall any employee or board member have a direct financial interest in the issuance of the Certificates. The Firm will note and disclose all relationships that might be a conflict of interest before the Agreement is approved by DART. The Firm acknowledges that any violation of this policy or provision may render the Agreement null and void unless the Agreement is approved by DART after full written disclosure to the DART Board of Directors.

c. The Firm complies with Chapter 176.006 of the Texas Local Government Code.

d. The Firm complies with DART's Procurement Ethics Policy.

29.0 **Title VI**. The Firm acknowledges that DART, in accordance with the provisions of Title VI, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into an contact with DART including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of sub-contractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by DART that received federal funds).

30.0 **Texas Government Code Verification.** The Firm hereby certifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, complies with Sections 2271.002, 2252.153, 2270.0201, 2274.002 Texas Government Code, related to Boycott, Divestment, Sanctions and Firearms laws and to the extent such laws do not contravene applicable Federal law. The Firm understands 'affiliate' to mean an entity that controls, is

controlled by, or is under common control within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf,
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf,

AGREED AND ACCEPTED this _____day of _____, 2026

DALLAS AREA RAPID TRANSIT

_____
Gene Gamez, General Counsel

APPROVED AND ACCEPTED:

By:_____

Title:_____

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Engagement Agreement with Outside Counsel for Public Finance and Accounting Services Related to the Determination of Withdrawn City's Total Financial Obligation

WHEREAS, Dallas Area Rapid Transit (DART) is a regional transit agency authorized under Chapter 452 of the Texas Transportation Code (Chapter 452) and was created and funded with a one-cent sales and use tax on August 13, 1983; and

WHEREAS, DART's service area consisted of 13 cities: Addison, Carrollton, Cockrell Hill, Dallas, Farmers Branch, Garland, Glenn Heights, Highland Park, Irving, Plano, Richardson, Rowlett, and University Park. DART is governed by a 15-member board appointed by service area city councils; and

WHEREAS, by statute, service area cities may hold withdrawal elections every 6 years; and

WHEREAS, on May 2, 2026, the service area cities of Town of Addison, Town of Highland Park, and City of University Park held withdrawal elections to allow their voters to determine whether DART shall continue service in their respective city/town; and

WHEREAS, the voters of Addison and University Park voted to continue with DART; and

WHEREAS, the voters of Highland Park voted not to continue service with DART; and

WHEREAS, the effective date of Highland Park's withdrawal from DART was May 14, 2026; pursuant to state statute, a determination of the total amount of financial obligations of the withdrawn city must be completed; and

WHEREAS, pursuant to Chapter 452, the withdrawal of a service area city is subject to the requirements of the United States and Texas constitutions prohibiting the impairment of contracts and requires continued collection of sales taxes from the withdrawn service area city until the financial obligations of the withdrawn service area city are reduced to zero; and

WHEREAS, DART's Office of General Counsel is responsible for providing legal advice regarding federal, state, and local regulatory compliance related to this action; and

WHEREAS, DART seeks assistance from a law firm (the Firm) with legal expertise in public finance and accounting services for the determination of Highland Park's total financial obligations to DART and where such services because of ethical or conflict reasons cannot be performed by the DART Office of General Counsel; and

WHEREAS, funding for these legal services is within current budget and FY 2027 20-Year Financial Plan allocations.

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

Section 1: There is a substantial need for the legal and accounting services of the Firm of _____ related to the determination of withdrawn city's total financial obligation and such legal services for ethical and conflict reasons cannot be performed by DART's Office of General Counsel.

Section 2: The DART Board of Directors approves the engagement agreement, subject to legal review, by and between DART and the Firm in substantially the form included hereto as Exhibit A.

Section 3: The General Counsel is authorized to execute an engagement agreement for legal and accounting services related to the determination of withdrawn city's total financial obligation with the law firm of _____.

Section 4: The total for the engagement agreement is authorized in an amount not to exceed $250,000.

Approval of Engagement Agreement with Outside Counsel for Public Finance and Accounting Services Related to the Determination of Withdrawn City's Total Financial Obligation

Prepared and Approved as to Form: /s/ Gene Gamez
Gene Gamez
General Counsel

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

This Professional Services Agreement (the "Agreement") is by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code and the law firm of _____ (the " Firm."). DART and the Firm may each be referred to as a Party and collectively referred to as the Parties.

The Parties agrees as follows:

1.0 **Effective Date of this Agreement**. This Agreement is effective _____ (the "Effective Date") and replaces any and all prior agreements or arrangements, if any, to perform legal services between DART and the Firm. The term of this Agreement shall be for one year with annual renewal to be evaluated based on the work remaining to determine the net financial obligation of Highland Park and any legal services that may be needed should litigation ensue. ("Term").

2.0 **Public Finance and Contractual Debt Analysis Services**. The Firm shall provide legal services and accounting services for the computation of Highland Park's net financial obligations to DART as of the effective withdrawal date of May 14, 2026. The services will include calculation of outstanding contractual obligations for capital or other contractual expenditures, all other general debt obligations of DART, including expenditures for subsequent years, the payment of which is not made or provided for from the proceeds of notes, bonds, or other obligations. The Firm will draft a report certifying the total financial obligations for Highland Park as determined by the applicable Texas Transportation Code and contract law.

3.0 **Other Legal Services**. The Firm shall perform the following additional legal services when requested to do so by DART: Those legal services, including litigation services, that may be needed or required during the determination and final certification of net financial obligation for Highland Park. Any additional legal services requested by DART shall be provided in writing to the Firm and will define the scope of the additional services requested.

4.0 **Compensation**. The Firm will be compensated for legal services on an hourly fee basis at the respective rates charged by The Firm for the attorneys and legal assistants performing the services based on the Firm's Discounted Rates as set forth in Exhibit A ("Hourly Fee") (a schedule shall be furnished and updated as necessary to reflect such Discounted Rates); and

The Firm shall submit invoices for services rendered as described in this paragraph. Any invoice for Hourly Fees shall detail the work performed and describe the work with specificity for transparency and accountability for the utilization of public funds. Hourly Fees shall be invoiced based on 0.1/hour increments.

5.0 **Division of Work**. The Firm acknowledges that DART may retain more than one Firm for the delivery public finance and contractual debt analysis as that work is described in the statement of work.

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7.0 **Equal Opportunity Employer.** DART complies with all equal opportunity guarantees under state and federal law ensuring that all agency procurement rules, policies, practices and communications in the award of government services and all other official actions of DART treat people equally. DART and its contractors shall not discriminate on the basis of race, color, religion, national origin, sex, or other protected classes in the award and performance of contracts.

8.0 **Maintenance of and Access to Records**. The Firm shall maintain detailed records of the work performed under this Agreement and shall make such records, including all accounts, bills and vouchers relative thereto, available on a reasonable basis for the internal and/or external auditors of DART or other DART representatives if requested. Such records shall be available for three (3) years following termination of the Agreement or any extension thereof.

9.0 **Notice of Claim**. If any claim, demand, or other action is made or brought by any person, firm, corporation, or other entity against the Firm related to their services hereunder, the Firm shall give written notice thereof to DART no later than five (5) days after being notified of such claim, demand, suit, or action. Such notice shall state the date of notification of any such claim, demand, suit or other action; the name and address of the person, firm, corporation or other entity making such claim or that instituted or threatened to institute any type of action or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered by email, regular or certified mail, return receipt requested and shall be sent to the Office of General Counsel, Dallas Area Rapid Transit, P. O. Box 660163, Dallas, Texas 75266, Attention: General Counsel.

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employee, officer, director, shareholder, member or partner of an entity; or any commonly owned entity. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only agreement defined in this Agreement.

11.0 **Adverse Interest**. Notwithstanding the preceding paragraph, the Firm shall comply with the Texas Disciplinary Rules of Professional Conduct in providing legal services pursuant to this Contract. The Firm acknowledges that it is not currently involved in any litigation in which it represents a party adverse to DART and the Firm agrees that it will not undertake any litigation adverse to DART or a DART employee or officer, in their official capacity, during the term of this Contract, without the prior written approval of the General Counsel. The Firm may not undertake representation adverse to DART or a DART employee or officer because of information obtained by virtue of this Contract. Notwithstanding any other provision of this Contract, the General Counsel may terminate this Contract with the Firm immediately, for cause, upon violation of this Section.

12.0 **Non-Discrimination**. In addition, the Firm covenants that it will take all necessary actions to ensure that, in connection with any work under this Contract, the Firm will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or handicap unrelated to job performance, whether directly, indirectly or through contractual or other arrangements. The Firm shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. Sections 12101-12213, as amended.

13.0 **Assignment**. This Contract shall be binding upon the parties, their successors, and assignees; provided, however, that this Contract is for professional services and the Firm shall not assign this Contract, in whole or in part, without the prior written consent of DART.

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Fax: (214) 749-3695
Email: ggamez@dart.org

Chief Financial Officer
P.O. Box 660163
Dallas, Texas 75266
Attn: CFO and Treasurer
Phone: (214) 749-3148
Email: Jamie Adelman, EVP & CFO, jadelman@dart.org
Dwight Burns, Treasurer, dburns@dart.org

17.0 **Construction**. If any word, phrase, clause, sentence or provision of this Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this Contract, this being the intent of the parties in entering into this transaction; and all provisions of this Contract are declared to be severable for this purpose.

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insurance for Professional Liability coverage. The policy must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. If the Firm does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, the Firm must immediately report this to DART's General Counsel. Failure to maintain the policy as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

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21.0 **Right of Audit**. DART retains the right to inspect all DART client files maintained by the Firm in connection with this Contract. DART also retains the right to audit the bills submitted by the Firm for a claim for fees, expenses, disbursements or other charges under this Contract. Any such audits shall be conducted at DART expense in a manner that does not disrupt the business of such firm.

22.0 **Waiver**. Failure by DART to insist in any one or more instances upon performance of any of the terms and conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, and the Firms' obligation with respect to such performance shall continue in full force and effect.

23.0 **Entire Agreement**. This Agreement represents the entire agreement between DART and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral, relating to matters in this Agreement. Any change(s) to this Agreement shall be in writing in the form of an amendment mutually agreed upon and duly executed by the parties and shall be attached to and made a part of this Agreement.

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26.0 **Termination**. This Agreement may be terminated, or the scope of the work altered or reduced in any respect, by DART, whenever DART, in its sole discretion, shall determine that termination, alteration or reduction is in the best interests of DART. Any such termination, alteration or reduction shall take effect, unless otherwise agreed to by the parties, thirty (30) days following delivery to the Firm by DART of a Notice of Termination, Alteration or Reduction. The Firm shall be paid all applicable Hourly Fees, and, if legal opinions have been rendered, all applicable and unpaid Opinion Fees, for all work completed to the effective date of termination

or, with respect to services altered or reduced to the effective date of such alterations or reductions.

27.0 **Ordering and Payment**. Communication and liaison between the Firm and DART shall be conducted by DART's General Counsel or his/her designee. Verbal orders are permitted but must be confirmed in writing within three (3) business days. A copy of each task order shall be attached to the invoice submitted for its payment. Invoices shall be submitted for processing to the DART General Counsel.

28.0 **Certifications**. The Firm certifies and acknowledges the accuracy of the following statements:

a. That to the best of the Firm's knowledge they are not indebted to DART. Indebtedness to DART may be the basis for voiding or canceling this Agreement.

b. No employee or board member of DART shall have direct financial interest in any contract with DART, nor shall any employee or board member have a direct financial interest in the issuance of the Certificates. The Firm will note and disclose all relationships that might be a conflict of interest before the Agreement is approved by DART. The Firm acknowledges that any violation of this policy or provision may render the Agreement null and void unless the Agreement is approved by DART after full written disclosure to the DART Board of Directors.

c. The Firm complies with Chapter 176.006 of the Texas Local Government Code.

d. The Firm complies with DART's Procurement Ethics Policy.

29.0 **Title VI**. The Firm acknowledges that DART, in accordance with the provisions of Title VI, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into an contact with DART including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of sub-contractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by DART that received federal funds).

30.0 **Texas Government Code Verification.** The Firm hereby certifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, complies with Sections 2271.002, 2252.153, 2270.0201, 2274.002 Texas Government Code, related to Boycott, Divestment, Sanctions and Firearms laws and to the extent such laws do not contravene applicable Federal law. The Firm understands 'affiliate' to mean an entity that controls, is

controlled by, or is under common control within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf,
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf,

AGREED AND ACCEPTED this _____day of _____, 2026

DALLAS AREA RAPID TRANSIT

_____
Gene Gamez, General Counsel

APPROVED AND ACCEPTED:

By:_____

Title:_____

Agenda Report

Attachments:	Voting Requirements:
1. Contract Award Analysis 2. SBE Considerations	Majority

DATE: October 13, 2026

SUBJECT: Approval of Contract for Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Station Modification Project

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a contract for Construction Manager General Contractor (CMGC) Pre-Construction Phase and Construction Phase Services for Station Modification Project with Platform Alliance Group in the amount of $989,252 to include pre-construction phase services only, plus a contingency for unanticipated costs in the amount of $98,748, for a total authorized amount not to exceed $1,088,000.

FINANCIAL CONSIDERATIONS

- This contract for Construction Manager General Contractor is included in the Red and Blue Lines Platform Level Boarding project budget of the approved FY 2027 Capital Budget.
- Sufficient funding for this contract in the amount of $1,088,000 is included in both the Red and Blue Lines Platform Level Boarding project budget and the Light Rail Capital line item of the approved FY 2027 20-Year Financial Plan.

BUSINESS PURPOSE

- This contract will provide pre-construction phase services for the Station Modernization Project, including level boarding at Red and Blue Line at-grade and aerial stations.
- The DART Station Modification Project includes the modification of 21 stations in the cities of Dallas, Garland, Richardson, and Plano allowing level boarding across the entire platform, removal of the center crosswalk, and improvements to pedestrian wayfinding and the passenger experience.
- Pending favorable outcome of pre-construction services and negotiation of a modification to the contract for construction services, an agenda item to increase the value of the contract will be presented to the Board for consideration in the April to May 2027 timeframe.
- The solicitation for this contract also anticipates future modifications to include construction phase services for the Convention Center Station and removal of center crosswalks at stations on the Green Line and Orange Line and at the Lake Highlands Station.

- This project is part of the broader comprehensive DART Transform program, the agency's 10-year system modernization and asset management program.
- Approval of this contract will support the delivery of an approved DART Transform project and the capital project program.
- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

PROCUREMENT CONSIDERATIONS

- On April 10, 2026, a Request for Proposal (RFP) notification was sent to 1,241 firms for Construction Manager General Contractor (CMGC) services.
- This will be a fixed-price CMGC services contract, priced in two phases for Pre-Construction Phase Services and Construction Phase Services, with a total term of nominally 33 months from the date of the Notice to Proceed (NTP).
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in May 2026 at 20% SBE participation.
- Platform Alliance Group, the prime contractor, is comprised of three certified small business enterprises; therefore, the goal is met.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractors' actual EEO-1 reports are available upon request.

LEGAL CONSIDERATIONS

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

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2097092

Contract Information

A. Description: Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Station Modification Project

B. Contractor: Platform Alliance Group

C. Contract Number: C-2097092-01

D. Contract Amount:

$989,252.00	Pre-Construction Services Only
$ 98,748.00	Supplemental Work Contingency
$1,088,000.00	Total Authorized Not to Exceed Amount

E. Contract Type: This is a fixed price CMGC contract, to be awarded in two phases: 1) Pre-Construction Services; and 2) Construction Services.

F. Performance Period/Term of Contract: The term of this contract for pre-construction Services shall be six months from the date of the Notice to Proceed (NTP). The anticipated duration for the construction phase services is nominally a 27-month period from the date of the Notice to Proceed, or a duration based upon a mutually agreed schedule by and between the Authority and the CMGC.

G. Options Available: None

H. Bond Requirement: Bid Bond Pre-Construction Only; Performance and Payment Bond Construction Only

I. Liquidated Damages: Yes, construction phase only

J. Funding Source: Federal/Local

Solicitation Information

A. Issue Date: April 10, 2026

B. Notifications Sent to Registered Suppliers: Yes

C. Date and Time for Proposal Receipt: May 28, 2026 @ 2:00 PM CST

D. Proposals Received: Four

1. Platform Alliance Group
2. Stacy Witbeck/Clark, a Joint Venture
3. Archer Western Construction, LLC
4. Kiewit Infrastructure South Co.

E. Discussion of Technical Proposal Evaluation Process:

The proposals were evaluated against the criteria prescribed in the RFP by a Source Evaluation Committee (SEC) comprised of four subject matter experts appointed to conduct evaluations as follows:

Table E-1: Technical Proposal Evaluation Criteria

Criteria Description	Maximum Points Available
Qualifications of the Firm and Past Performance	25
Qualifications of Project Personnel	25
Work Plan and Project Approach	20
Firm Composition / Subcontracting Opportunities	20
TOTAL POINTS AVAILABLE	**90**

Criteria Description	Maximum Points Available
Team's ability to address critical project factors	15
Communication effectiveness and team dynamics	15
Demonstrated experience and execution capability	15
Quality and clarity of the Proposer's oral presentation, as well as the completeness, accuracy, and responsiveness demonstrated in addressing questions during the Q&A session.	15
TOTAL POINTS AVAILABLE	**60**

F. Discussion of Unacceptable Proposals:

All four proposals are technically acceptable.

G. Proposal Scoring:

Table G-5: Initial Total Scores

Rank	Offeror	Initial Pricing	Revised Price Score (Max 15)	Technical Score (Max 90)	Oral Presentations (Max 60)	Total Overall Score (Max 165)
1	Platform Alliance Group	$1,239,283 3.25% Fee 5.00% Overhead	13	64	46	**123**
2	Stacy Witbeck/Clark, a Joint Venture	$1,987,941 6.3% Fee 4.7% Overhead	9	63	39	**111**
3	Archer Western Construction, LLC	$715,777 12% Fee 12% Overhead	8	60	33	**101**
4	Kiewit Infrastructure South Co.	$700,961 9.5% Fee 8% Overhead	10	53	35	**98**

Upon review of the initial total scores, Archer Western Construction, LLC, and Kiewit Infrastructure South Co. received the lowest overall scores and were determined to be outside the competitive range and received no further consideration. Platform Alliance Group and Stacy Witbeck/Clark, a Joint Venture, remained within the competitive range and were invited to participate in negotiations. At the conclusion of negotiations with both Offerors, a Revised Final Price Proposal was requested from both parties, due September 2, 2026, at 2:00 p.m. CST.

Table G-6: Overall Final Scores

Rank	Offeror	Final Revised Pricing	Revised Price Score (Max 15)	Technical Score (Max 90)	Oral Presentations (Max 60)	Total Overall Score (Max 165)
1	Platform Alliance Group	$989,251.39 4.50 % Fee 5.00 % Overhead	15	64	46	125
2	Stacy Witbeck/ Clark, a Joint Venture	$1,588,056.00 6.3% Fee 4.7% Overhead	12	63	39	114

As a result of the revised final pricing, Platform Alliance Group improved its price score from 13 to 15 points by reducing its proposed price from $1,239,283 to $989,251.39 Stacy Witbeck/Clark, a Joint Venture also reduced its proposed price from $1,987,941 to $1,588,056, resulting in an increase in its price score from 9 to 12 points.

Based on the final evaluation, Platform Alliance Group achieved the highest overall score of 125 points out of a possible 165 points and was determined to provide the best overall value to DART. Accordingly, the Evaluation Committee recommends award to Platform Alliance Group for the subject contract.

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

I. Cost & Price Analysis: The final revised price proposed by Platform Alliance Group is fair and reasonable based on full and open competition, comparison to the regional and local market price information, independent cost estimate, and historical prices paid for the same or similar services.

J. Determination of Responsibility:
Bond Check: Bid Bond received/verified. The payment and performance bonds will be verified before the issuance of Notice to Proceed for Construction.
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Obtained after the Notice of Award
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: Yes

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

K. Protests Received: None.

L. Determinations Required: Correction of Offer After Due Date, Intended Correct Offer is Evident.

Determination and Recommendation

Platform Alliance Group 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 Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Station Modification Project

SBE Considerations

The goal for this contract was established in May 2026 at 20% SBE participation. Platform Alliance Group, the prime contractor, is comprised of three certified small business enterprises; therefore, the goal is met. Furthermore, Platform Alliance Group has committed to additional SBE participation by utilizing the following certified firm:

ADDITIONAL SBE PARTICIPATION

VENDOR	LOCATION	SERVICE	AMOUNT	PERCENTAGE
MRR & Associates, LLC	Dallas, TX	Community Outreach & Public Relations	$24,840	2.51%

ADDITIONAL SBE PARTICIPATION (for pre-construction services): $24,840 2.51%*

NOTE: The goal is based on the not to exceed amount of $989,251 for pre-construction services (not including contingency). 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 Reports

Alpha & Omega Industries, LLC dba Diversified Electrical Solutions is located in Carrollton, TX and employs 175 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	7	39	76	0	42	164	**93.71%**
FEMALES	0	5	2	0	4	11	**6.29%**
TOTAL	7	44	78	0	46	175	**100%**
PERCENTAGE	**4.00%**	**25.14%**	**44.57%**	**0.00%**	**26.29%**	**100%**	

Omega Contracting Group, LLC is located in Dallas, TX and employs 124 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	3	7	105	0	6	121	**97.58%**
FEMALES	0	1	2	0	0	3	**2.42%**
TOTAL	3	8	107	0	6	124	**100%**
PERCENTAGE	**2.42%**	**6.46%**	**86.29%**	**0.00%**	**4.83%**	**100%**	

Phillips/May Corporation is located in Dallas, TX and employs 123 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	5	4	59	0	29	97	**78.86%**
FEMALES	4	1	11	0	10	26	**21.14%**
TOTAL	9	5	70	0	39	123	**100%**
PERCENTAGE	**7.31%**	**4.07%**	**56.91%**	**0.00%**	**31.71%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Station Modification Project

WHEREAS, this contract will provide pre-construction phase services for the station modernization project, including level boarding at Red and Blue Line at-grade and aerial stations; and

WHEREAS, the Construction Manager General Contractor Contract, Phase I: Pre-Construction Services, has a base term of six months with no options and was procured in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, approval of this contract will support the delivery of an approved DART Transform project and the capital project program; and

WHEREAS, pending favorable outcome of pre-construction services and negotiation of a modification to the contract for construction services, an agenda item to increase the value of the contract will be presented to the Board for consideration in the May/June 2027 timeframe; and

WHEREAS, funding for this contract is within current budget and FY 2027 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a contract for Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Station Modification Project with Platform Alliance Group in the amount of $989,252 to include pre-construction phase services only, plus a contingency for unanticipated costs in the amount of $98,748, for a total authorized amount not to exceed $1,088,000.

Approval of Contract for Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Station Modification Project

Prepared by: /s/ David L. Ehrlicher, AIA
David L. Ehrlicher, AIA
Interim Vice President
Capital Programs

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Attachments:	Voting Requirements:
1. Contract Award Analysis 2. SBE Considerations	Majority

DATE: October 13, 2026

SUBJECT: Approval of Contract for Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Cityplace/Uptown Station Modernization Project

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a contract for Construction Manager General Contractor (CMGC) Pre-Construction Phase and Construction Phase Services for Cityplace/Uptown Station Modernization Project to Stacy Witbeck/Clark, a Joint Venture, in the amount of $871,828 for Pre-Construction Phase Services only, plus a contingency for unanticipated costs in the amount of $130,780, for a total authorized amount not to exceed $1,002,608.

FINANCIAL CONSIDERATIONS

- This contract for Construction Manager General Contractor is included in the Cityplace Station Rehab project budget of the approved FY 2027 Capital Budget.
- Sufficient funding for this contract in the amount of $1,002,608 is included in both the Cityplace Station Rehab project budget and the Light Rail Capital line item of the approved FY 2027 20-Year Financial Plan.

BUSINESS PURPOSE

- This contract award will provide for pre-construction phase services for the Cityplace/Uptown Station Modernization Project.
- The DART Cityplace/Uptown Station Modernization Project includes the modification of Cityplace/Uptown Station allowing level boarding across the entire platform along with general renovation of the station finishes, security, and some building systems.
- Pending favorable outcome of pre-construction services and negotiation of a modification to the contract for construction services, an agenda item to increase the value of the contract will be presented to the Board for consideration in the May/June 2027 timeframe.
- Approval of this contract supports Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

PROCUREMENT CONSIDERATIONS

- On April 9, 2026, a Request for Proposal (RFP) was issued for Construction Manager General Contractor (CMGC) services.
- This will be a fixed price contract, awarded in two phases. The Phase I Pre-Construction period of performance is six months from the date of the Notice to Proceed; and Phase II Construction with an anticipated duration of 18 months.
- By the closing date of May 28, 2026, two proposals were received.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in May 2026 at 20% SBE participation.
- Stacy Witbeck/Clark, a Joint Venture, the prime contractor, has committed to meet the goal.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractors' actual EEO-1 reports are available upon request.

LEGAL CONSIDERATIONS

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

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2096388

Contract Information

A. Description: Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Cityplace/Uptown Station Modernization Project

B. Contractor(s): Stacy Witbeck/Clark, a Joint Venture

C. Contract Number: C-2096388-01

D. Contract Amount: $871,828.00 Pre-Construction Services
$130,780.00 Contingency
$1,002,608.00 Total Authorized Not-to-Exceed Amount

E. Contract Type: This is a fixed price Construction Manager General Contractor (CMGC) contract, priced in two phases for Pre-Construction Phase I Services and Construction Phase II Services.

F. Performance Period: The Period of Performance for Phase I Pre-Construction Services shall be six months from the date of written Notice to Proceed (NTP). The anticipated duration for Phase II Construction Services is nominally 18 months. The actual Period of Performance for Phase II Construction Services shall be mutually agreed upon during negotiations for Phase II Construction Services.

G. Options Available: None

H. Bond Requirement: Bid Bond for Pre-Construction Phase I Services. Payment and Performance Bond Construction Phase II Services Only.

I. Liquidated Damages: Yes, for Construction Phase II Services

J. Funding Source: Federal/Local

Solicitation Information

A. Issue Date: 4/9/2026

B. Notifications Sent to Registered Suppliers: Yes

C. Date and Time for Proposal Receipt: May 28, 2026, at 2:00 PM

D. Proposals Received:

1. Archer Western Construction, LLC
2. Stacy Witbeck/Clark, a Joint Venture

E. Discussion of Proposal Evaluation Process: Proposals were received and evaluated by a Source Evaluation Committee (SEC) consisting of four subject matter experts and appointed by the Contracting Officer. Evaluations were conducted in accordance with the criteria established in the RFP. A summary of the technical evaluation criteria is provided below:

Criteria Description	Maximum Points
Qualifications of the Firm & Past Performance	25
Qualifications of the Project Personnel	25
Work Plan/Project Approach	20
Firm Composition/Subcontracting Opportunity	20
TOTAL POINTS AVAILABLE	**90**

A summary of the oral evaluation criteria is provided below:

Cityplace/Uptown Station Oral Presentation Criteria Description	Maximum Points
Assess the Offeror's interpersonal skills as evidenced by how the team collaborates with one another and DART Management team during their presentation and Q&A session	30
Assess the Offeror's critical thinking skills based on how they address the presentation topics and their responses to prepared questions	30
TOTAL POINTS AVAILABLE	**60**

Oral Presentation Topics included experience phasing work adjacent to active rail operations, anticipated challenges associated with the Cityplace Station renovation, and strategies for coordination with design partners to meet project schedule and budget objectives.

F. Discussion of Unacceptable Proposals: All proposals were determined to be technically acceptable.

G. Discussion of Nonresponsive Proposals: All proposals are responsive.

H. Proposal Scoring:

Table 1: Technical Proposal Scoring:

Criteria Description	Maximum Points	Archer Western Construction, LLC	Stacy Witbeck/Clark, a Joint Venture
Qualifications of the Firm & Past Performance	25	17.67	13.33
Qualifications of the Project Personnel	25	13.33	14.00
Work Plan/Project Approach	20	12.67	12.33
Firm Composition/Subcontracting Support.	20	17.00	15.00
Total Points	90	60.67	54.66

Table 2: Oral Presentation Scoring:

See the table below for a summary of evaluator's technical and orals total scores.

Criteria Description	Maximum Points	Archer Western Construction, LLC	Stacy Witbeck/Clark, a Joint Venture
Assess the Offeror's interpersonal skills as evidenced by how the team collaborates with one another and DART Management team during their presentation and Q&A session	30	12.33	18.33
Assess the Offeror's critical thinking skills based on how they address the presentation topics and their responses to prepared questions	30	12.67	17.00
Total Points	60	25.00	35.33

Table 3: Price Proposal Scoring:

Price proposals were evaluated in accordance with the solicitation's weighted scoring criteria.

A (Lowest Proposed Price (Percentage))	X	Maximum 5 Points	=	Price (Percentage) Score
B (Evaluated Proposed Price (Percentage))				

Price Score + Fee Percentage Score + Overhead Rate Percentage Score = PRICE PROPOSAL

3.1 Initial Price Proposal Scoring:

Firm Name	Initial Pricing	Price Score (Max 5)	Fee % Score (Max 5)	OH % Score (Max 5)	Price Proposal Score (Max 15)
Archer Western Construction	$541,431.45 15% Fee 12% Overhead	5.00	2.43	1.95	**9.38**
Stacy Witbeck/Clark, a Joint Venture	$946,440.80 7.3% Fee 4.7% Overhead	2.96	5.00	5.00	**12.96**

Based on the technical evaluation results and initial price proposal scoring, the competitive range was determined to include those offerors whose proposals had a reasonable chance of being selected for award and were therefore eligible for negotiations.

3.2 Final Price Proposal Scoring:

Firm Name	Revised Pricing	Price Score (Max 5)	Fee % Score (Max 5)	OH % Score (Max 5)	Price Proposal Score (Max 15)
Archer Western Construction	$541,173.74 15% Fee 12% Overhead	5.00	2.43	1.95	**9.38**
Stacy Witbeck/Clark, a Joint Venture	$871,827.30 7.3% Fee 4.7% Overhead	3.10	5.00	5.00	**13.10**

Table 4: Final Evaluation Scoring:

Rating	Firm Name	Technical Evaluation Score (Max 90)	Orals Evaluations Score (Max 60	Final Pricing	Price Proposal Score (Max 15)	Total Evaluation Score (Max 165)
1	Stacy Witbeck/Clark, a Joint Venture	54.66	35.33	$871,827.30 7.3% Fee 4.7% Overhead	13.10	**103.09**
2	Archer Western Construction	60.67	25.00	$541,173.74 15% Fee 12% Overhead	9.38	**95.05**

Following completion of discussions and final evaluation of technical and price proposal factors, Stacy Witbeck/Clark, a Joint Venture, were determined to be the highest-rated offeror.

I. Negotiation Memorandum: Available for review in the contract file.

J. Cost & Price Analysis: The price is fair and reasonable based on market comparisons, the independent cost estimate, and historical pricing for similar services.

K. Determination of Responsibility:
Bond Check: Bid bond received and verified. Payment and performance bonds will be verified before the issuance of the Notice to Proceed for Construction.
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Obtained after the Notice of Award
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: Yes
Debarred/Suspended list: Not on the debarred /suspended list

L. Protests Received: None

M. Determinations Required: Correction of Offer after Due Date, Intended Correct Bid or Proposal is Evident

Determination and Recommendation:

Stacy Witbeck/Clark, a Joint Venture, is a responsible offeror that achieved the highest score considering technical and price factors. They have the capacity to fulfill this contract and are recommended for award.

Approval of Contract for Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Cityplace/Uptown Station Modernization Project

SBE Considerations

The goal for this contract was established in May 2026 at 20% SBE participation. Stacy Witbeck/Clark, a Joint Venture, LLC, the prime contractor, has committed to meeting the full contract goal. For the pre-construction services phase, it has committed to using the following certified firms:

SBE PARTICIPATION

VENDOR	LOCATION	SERVICE	AMOUNT	PERCENTAGE
K Strategies Group	Dallas, TX	Community Outreach	$27,263	3.13%
Laughley Bridge & Construction	Ft. Worth, TX	Supply and Install Civil Construction Services	$23,366	2.68%
QN Management	Dallas, TX	Scheduling	$32,809	3.76%
VRX, Inc.	Plano, TX	Environmental Compliance	$29.363	3.37%

TOTAL SBE PARTICIPATION (for pre-construction services): $112,801 12.94%*

NOTE: The goal is based on the not to exceed amount of $871,827 for pre-construction services (not including contingency). 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 Reports

Stacy and Witbeck, Inc is located in Alameda, CA and employs 745 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	35	33	194	6	346	614	**82.42%**
FEMALES	25	8	36	1	61	131	**17.58%**
TOTAL	60	41	230	7	407	745	**100%**
PERCENTAGE	**8.05%**	**5.50%**	**30.87%**	**0.94%**	**54.64%**	**100%**	

Attachment 2

Clark Construction Group, LLC is located in McLean, VA and employs 105 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	1	8	23	1	51	84	**80.00%**
FEMALES	2	3	7	0	9	21	**20.00%**
TOTAL	3	11	30	1	60	105	**100%**
PERCENTAGE	**2.86%**	**10.48%**	**28.57%**	**0.95%**	**57.14%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Cityplace/Uptown Station Modernization Project

WHEREAS, this contract award will provide for pre-construction phase services for the Cityplace/Uptown Station Modernization Project; and

WHEREAS, the DART Cityplace/Uptown Station Modernization Project includes the modification of Cityplace/Uptown Station allowing level boarding across the entire platform along with general renovation of the station finishes, security and some building systems; and

WHEREAS, the Construction Manager General Contractor Contract, Phase I: Pre-Construction Services base term is six months with no options and was procured in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, pending favorable outcome of pre-construction services and negotiation of a modification to the contract for construction services, an agenda item to increase the value of the contract will be presented to the Board for consideration in the May/June 2027 timeframe; and

WHEREAS, funding for this contract is within current budget and FY 2027 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a contract for Construction Manager General Contractor (CMGC) Pre-Construction Phase and Construction Phase Services for the Cityplace/Uptown Station Modernization Project to Stacy Witbeck/Clark, a Joint Venture, in the amount of $871,828 for Pre-Construction Phase Services only, plus a contingency for unanticipated costs in the amount of $130,780, for a total authorized amount not to exceed $1,002,608.

Approval of Contract for Construction Manager General Contractor Pre-Construction Phase and Construction Phase Services for Cityplace/Uptown Station Modernization Project

Prepared by: /s/ David L. Ehrlicher, AIA
David L. Ehrlicher, AIA
Interim Vice President
Capital Programs

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Attachments:	Voting Requirements:
1. Procurement Analysis 2. DBE Details 3. NCTCOG Letter	Majority

DATE: October 13, 2026

SUBJECT: Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase 2 Construction to Include Additional Work on the Trail Extension from Renner Road to the Guideway

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to increase the contract value for construction of the Regional Trail Phase 2 with Archer Western Construction, LLC, to include additional work on the trail extension from Renner Road to the guideway in the amount of $972,929, of which $420,000 will be funded from an existing contract allowance and $552,929 will be funded from contingency, for a new contract value not to exceed $93,738,335, and no change to the total Board-authorized amount not to exceed $95,358,689.

FINANCIAL CONSIDERATIONS

- This increase to the contract value for construction of the Regional Trail Phase 2 is included in the Silver Line Regional Rail Phase 2 Construction Capital Project budget of the approved FY 2027 Capital Budget.
- Sufficient funding for this contract modification in the amount of $972,929 is included in both Silver Line Regional Rail Phase 2 Construction project budget and the Commuter Rail Capital line item of the FY 2027 20-Year Financial Plan.

BUSINESS PURPOSE

- On March 25, 2025 (Resolution No. 250022), the Board approved the contract award to Archer Western Construction, LLC, for construction of the Regional Trail Phase 2, in an amount not to exceed $90,560,888, plus a supplemental work contingency of $3,990,463 for unanticipated expenses, for a total authorized amount not to exceed $94,551,351.
- On December 9, 2025 (Resolution No. 250171), the Board approved increasing the contract value for construction of the Regional Trail Phase 2 with Archer Western Construction, LLC, to include changes to the type of retaining wall constructed in three locations in the amount of $807,338, to be funded by new North Central Texas Council of Governments' (NCTCOG) funds, for a new total contract amount of $92,450,550, and a new total authorized amount not to exceed $95,358,689.

- On February 24, 2026 (Resolution No. 260026), the Board approved increasing the contract value for construction of the Regional Trail Phase 2 with Archer Western Construction, LLC, to include a painted finish at the Custer Pedestrian Bridge in the amount of $683,650, to be funded from contingency, for a new contract value not to exceed $93,134,200, and no change to the total Board-authorized amount not to exceed $95,358,689.

- The purpose of this item is to include additional work on the trail extension from Renner Road to the guideway in the City of Richardson.

- The additional work is due to the design refinement needed to add additional retaining walls designed by City of Richardson and paid by NCTCOG that were not fully defined in the original design and construction documents. Please see Attachment 3 for approval by NCTCOG to implement this change.

- The existing $420,000 allowance set aside in the construction contract is not enough to cover the cost of the added retaining walls.

- Approval of this increase to the contract will support the final completion of the project.

- Approval of this increase to the value of the contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

PROCUREMENT CONSIDERATIONS

- The Regional Trail Phase 2 Construction contract is a fixed price General Contractor's Services Contract. The base term of the contract is currently from April 18, 2025, through May 11, 2027.

- This work on the Regional Trail Extension from Renner Road to the Silver Line Guideway is due to the requirement of additional retaining walls.

- The total cost of this modification is $972,929 and has been negotiated to reach the final, fair, and reasonable amount. This modification will result in an increase in contract value in the amount of $552,929 that will be funded from contract contingency. The remaining amount of $420,000 will be funded from an allowance already in the contract planned for this purpose.

- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in August 2024 at 30% DBE participation.

- Archer Western Construction, LLC, the prime contractor, has committed to exceed the goal.

- The DBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Funding Modification
SA07

Contract Information

A. Contract Description: Regional Trail Phase 2 Construction

B. Contractor: Archer Western Construction

C. Contract Number: C-2086585-01

D. Contractual Action: Increase funding

E. Current Contract Amount: $93,185,406

F. Contract Modification Amount: $972,929

G. New Contract Amount: $93,738,335

H. Contract Type: Fixed Price

I. Current Term of Contract/Performance Period: April 18, 2025 - May 11, 2027

J. Remaining Options Available: None

K. Price Considerations: Pricing proposed for this modification in an amount not-to-exceed $972,929 is fair and reasonable based on negotiations between DART and Archer Western Construction.

L. Negotiation Memorandum: Will be available for review in the contract file for this item.

M. Determinations Required: None

N. Funding: Local/Federal

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

Determination and Recommendation

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

Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase 2 Construction to Include Additional Work on the Trail Extension from Renner Road to the Guideway

DBE Considerations

The goal for this contract was established in August 2024 at 30% DBE participation. Archer Western Construction, LLC, the prime contractor, has committed to exceed the DBE goal through the utilization of the following certified firms:

DBE PARTICIPATION

VENDOR	LOCATION	SERVICE	AMOUNT	PERCENTAGE
Toro Bravo Construction, LLC	Dallas, TX	Supply and Install Reinforcing Steel	$440,570	0.47%
McRyan Hauling, Inc.	Justin, TX	Supply Material and Trucking	$168,729	0.18%
Q. Roberts Trucking Incorporated	Seagoville, TX	Hauling and Materials	$168,729	0.18%
Texas Environmental Management – San Antonio, Inc.	Justin, TX	Erosion Control and Landscape	$281,215	0.30%
Royal Striping Limited Liability Company	Dallas, TX	Pavement Markings	$403,075	0.43%
JB Pinnacle Group, LLC	Houston, TX	Supply and Install Misc. Concrete Items Including but Not Limited to Conc Paving, Curb Ramps, Sidewalk, Rip Rap, Barrier Rail and Driveways	$10,667,423	11.38%
Post L Group LLC	Fort Worth, TX	MSE Walls, CIP Sidewalk Walls, Concrete Trails	$4,490,066	4.79%
Dowager Utility Construction, Ltd	Dallas, TX	Install Utilities	$12,073,498	12.88%
The Burrell Group	Dallas, TX	Public Involvement, Community Relations, and Document Control or Other Related Administrative Service Requested	$337,458	0.36%

TOTAL DBE PARTICIPATION: $29,030,763 30.97%*

NOTE: The goal is based on the not to exceed amount of $93,738,335. If there are any changes to this amount, the original goal shall still apply.

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

Summary of EEO-1 Report

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

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

Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214-749-3278

September 1, 2026

Contract C-2086585-01
10.4.1
DART-NCTCOG-0006

Ms. Karla Windsor
Senior Program Manager
Land Use and Mobility Options
North Central Texas Council of Government (NCTCOG)
616 Six Flags Drive, Centrepoint Two
Arlington, TX 76011

via email: kwindsor@nctcog.org

Subject: C-2086585-01 Regional Trail Phase 2 Construction Request for NCTCOG Written Authorization – Cotton Belt Regional Trail
SA 05 - Cityline/Routh Creek Sidewalk and Fencing Modifications
SA 06 - Renner Trail Connection

Dear Ms. Windsor,

This is to request written authorization from NCTCOG to DART to execute supplemental agreement to AWC Contact-208685-01 for the following changes using the NCTCOG contingency established in the contract for changes from AWC in support of the implementation of the NCTCOG Cotton Belt Regional Trail.

Contingency Change Request	Contract Budget Amount for Contingencies
	$3,555,302.00
Previously Authorized	$1,330,812.57
CR 07 - Cityline/Routh Creek Sidewalk and Fencing Modifications	$51,206.05
CR22 - Renner Trail Connection	$552,929.43
Total of Change Requests	$1,934,948.05
Total Remaining Contingency Balance	**$1,620,353.95**

Approval of the above modification will reduce the remaining balance under Contingency to $1,620,353.95

These change requests are to make design modifications to the Renner Trail Connection and Cityline/Routh Creek Sidewalk and Fencing Modifications.

Please provide your signature in the space provided on page 2 as concurrence to allow DART to implement the plan previously discussed with NCTCOG staff.

DART appreciates NCTCOG's ongoing coordination and continuing cooperative efforts to implement the NCTCOG Cotton Belt Regional Trail. If you have any questions regarding this information, please contact me directly at (871) 915-3674 or by email kkohn@DART.org

Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214-749-3278

Sincerely,

Keith Von Kohn
Hike and Bike Project Manager
Contracting Officer's Representative

Enclosure: CR22 RON Renner Trail Connection

c: Kevin Kokes, NCTCOG, Program Manager, Land Use and Mobility Options
Keith Von Kohn, Hike and Bike Project Manager/COR, PMOR
Jamey Blevins, Hike and Bike Project Controls Manager, PMOR
Trey Walker, VP Capital Programs, DART
Reza Shirmanesh, Project Manager, DART
Barbara MacKoy, Contract Specialist, DART
Michael Cooper, Resident Construction Manager, PMOR

For Concurrence:

Karla Windsor — Date: 9/8/2026
Senior Program Manager
Land Use and Mobility Options
North Central Texas Council of Government (NCTCOG)

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase 2 Construction to Include Additional Work on the Trail Extension from Renner Road to the Guideway

WHEREAS, on March 25, 2025 (Resolution No. 250022), the Board approved the contract award to Archer Western Construction, LLC, for construction of the Regional Trail Phase 2, in an amount not to exceed $90,560,888, plus a supplemental work contingency of $3,990,463 for unanticipated expenses, for a total authorized amount not to exceed $94,551,351; and

WHEREAS, on December 9, 2025 (Resolution No. 250171), the Board approved increasing the contract value for construction of the Regional Trail Phase 2 with Archer Western Construction, LLC, to include changes to the type of retaining wall constructed in three locations in the amount of $807,338, to be funded by new North Central Texas Council of Governments' (NCTCOG) funds, for a new total contract amount of $92,450,550, and a new total authorized amount not to exceed $95,358,689; and

WHEREAS, on February 24, 2026 (Resolution No. 260026), the Board approved increasing the contract value for construction of the Regional Trail Phase 2 with Archer Western Construction, LLC, to include a painted finish at the Custer Pedestrian Bridge in the amount of $683,650, to be funded from contingency, for a new contract value not to exceed $93,134,200, and no change to the total Board-authorized amount not to exceed $95,358,689; and

WHEREAS, this contract modification will include additional work on the trail extension from Renner Road to the guideway in the City of Richardson; and

WHEREAS, the additional work is due to the design refinement needed to add additional retaining walls designed by the City of Richardson and paid by NCTCOG which were not fully defined in the original design and construction documents; and

WHEREAS, the existing $420,000 allowance set aside in the construction contract is not enough to cover the cost of the added retaining walls; and

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

WHEREAS, sufficient funding for this contract modification is within current budget and FY 2027 20-Year Financial Plan allocations; and

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

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to increase the contract value for construction of the Regional Trail Phase 2 with Archer Western Construction, LLC, to include additional work on the trail extension from Renner Road to the guideway in the amount of $972,929, of which $420,000 will be funded from an existing contract allowance and $552,929 will be funded from contingency, for a new contract value not to exceed $93,738,335, and no change to the total Board-authorized amount not to exceed $95,358,689.

Approval of Contract Modification to Increase Contract Value for the Regional Trail Phase 2 Construction to Include Additional Work on the Trail Extension from Renner Road to the Guideway

Prepared by: /s/ David L. Ehrlicher, AIA
David L. Ehrlicher, AIA
Interim Vice President
Capital Programs

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Voting Requirements:
Majority

DATE: **October 13, 2026**

SUBJECT: **Approval of an Interlocal Cooperation Agreement between DART and the Town of Addison for Contributions to the Addison Station Tax Increment Reinvestment Zone**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute an Interlocal Cooperation Agreement between DART and the Town of Addison for contributions to the Addison Station Tax Increment Reinvestment Zone (TIRZ), substantially in the form shown as Exhibit 1 to the Resolution, subject to legal review.

FINANCIAL CONSIDERATIONS

- Through approval of this resolution and execution of the ILA, DART will forego 60% of incremental sales tax revenues collected in the TIRZ for the next 30 years. We will provide estimates of those amounts to the Board and incorporate them into the budget and financial plan as they become available.

BUSINESS PURPOSE

- On May 27, 2025 (Resolution No. 250059), the Board approved a framework for an interlocal agreement (ILA) that would enable DART's automatic contributions to certain qualifying tax increment reinvestment zones (TIRZ or Zone).
- In collaboration with DART's service area cities and their respective attorneys, DART staff subsequently finalized the form of the ILA for automatic contributions (Automatic TIRZ ILA) and distributed it to DART's service area cities for approval by their respective councils and execution.
- The Automatic TIRZ ILA is structured to allow DART to financially participate in city-created Zones (much like a county or hospital district could choose to participate in a city-created Zone) without the need for additional DART Board approval so long as the city meets all of the parameters of the Automatic TIRZ ILA.
- The Automatic TIRZ ILA provides the exact same terms and conditions of DART's TIRZ participation for all the service area cities. If a service area city wants to participate in the program, it must execute the Automatic TIRZ ILA and initiate DART's contribution to a particular Zone no later than December 31, 2030. DART executed the Automatic TIRZ ILA with Richardson, Irving, and Carrollton on January 12, 2026, April 15, 2026, and April 16, 2026, respectively.

- Because the Automatic TIRZ ILA requires the agency's participation in a Zone without additional Board consideration, the required length of contribution is limited to only 10 years (as opposed to the typical 20-35 year time frame) and the amount of sales tax increment that can be captured for the Zone is limited to 50%, or up to 65% if the Zone includes property that is subject to a transit-oriented development (TOD) agreement between DART and the city (additional 5%), federally funded (additional 5%), and the development on the site includes affordable housing (additional 5%). Under the TIRZ ILA, the city must match DART's contribution to the Zone dollar for dollar (through property tax increment, sales tax increment, or other funds available to the city) and must apply DART's funds to costs in compliance with Chapter 452 of the Texas Transportation Code.

- Notably, when the Board considered and approved the Automatic TIRZ ILA framework, it was discussed and acknowledged that there would likely be certain Zones that would merit a greater degree of DART's participation in revitalizing the area or simply different terms than the Automatic TIRZ ILA. In that event, DART staff and the requesting service area city would negotiate a standalone ILA for that particular Zone and seek Board approval.

- On July 14, 2026 (Ordinance No. 026-028), the Town of Addison created a new Zone around Addison Station to support the planned transit-oriented development district referred to as Addison Junction. Addison Junction, which DART and Addison have been collaboratively working towards for many years, will be a walkable, mixed-use development on approximately 5 acres of DART-owned property and 13 acres of Town-owned property. DART staff anticipates finalizing a long-term ground lease with the selected developer, Quadrant Investment Properties, for the DART property in FY 2027.

- The Addison Junction Zone, formally named "Reinvestment Zone Number One, Town of Addison, Texas," is based on real property taxes and is generally bounded by Addison Road to the west, Belt Line Road to the south, Dallas North Tollway to the east, and Airport Parkway to the north. The Addison Junction Zone was created for a 30-year term. The Town has dedicated 80% of its increment from Years 1-10, 65% from Years 11-20, and 50% from Years 21-30.

- Addison Municipal Ordinance No. 026-028 creating the Addison Junction Zone and showing the boundary map can be reviewed here:

  - https://mcclibraryfunctions.azurewebsites.us/api/munidocDownload/31101/94f3dc48cf6a5/pdf

- Addison Municipal Ordinance No. 026-30 approving the project and financing plan for the Addison Junction Zone can be reviewed here:

  - https://mcclibraryfunctions.azurewebsites.us/api/munidocDownload/31101/95b144f11c708/pdf

- The Interlocal Cooperation Agreement between DART and the Town of Addison for Contributions to the Addison Station Tax Increment Reinvestment Zone ("Addison Junction TIRZ ILA"), substantially in the form shown as Exhibit to the Resolution, requires DART to contribute 60% of its sales tax increment to the Addison Junction Zone under terms and conditions that match the Automatic TIRZ ILA with one difference – DART would contribute for a term of 30 years, correlating with the length of the Addison Junction Zone, as opposed to the 10-year term provided under the Automatic TIRZ ILA. The Addison Junction TIRZ ILA otherwise mirrors the material terms in the Automatic TIRZ ILA, including the percentage of DART's contribution. Because DART's property at Addison Junction is federally funded and subject to a TOD agreement, this Zone would qualify for 60% DART participation under the Automatic TIRZ ILA.

- The Addison Junction TIRZ ILA will allow DART to financially invest in the transformation of

the Addison Station area into vibrant, dense, transit-oriented development that will ultimately result in a return of increased sales tax to the agency in the long term, more ridership, and valued amenities for DART riders and the surrounding community.

- Approval of this resolution will assist DART in achieving Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; Strategic Goal 5: Fantastic Spaces - Create fantastic spaces that add value to our communities, enhance the rider experience, and foster a sustainable and thriving region; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

LEGAL CONSIDERATIONS

Section 452.055 of the Texas Transportation Code authorizes DART to contract with any person.

Chapter 311 of the Texas Tax Code authorizes municipalities to create tax increment reinvestment zones with ad valorem and/or municipal sales and use tax.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of an Interlocal Cooperation Agreement between DART and the Town of Addison for Contributions to the Addison Station Tax Increment Reinvestment Zone

WHEREAS, on May 27, 2025 (Resolution No. 250059), the Board approved an Interlocal Agreement (ILA) Framework for DART's Automatic Contribution to City-created Tax Increment Reinvestment Zones; and

WHEREAS, following Board approval of the framework, DART executed ILAs for DART's automatic contribution to city-created tax increment reinvestment zones (Automatic TIRZ ILA) with Richardson, Irving, and Carrollton on January 12, 2026, April 15, 2026, and April 16, 2026, respectively; and

WHEREAS, the Automatic TIRZ ILA requires DART to contribute to a qualifying tax increment reinvestment zone for a period of 10 years and allows up to 60% of DART's increment to be contributed if the subject Zone includes DART-owned property that was purchased with federal funds and is subject to a transit-oriented development agreement; and

WHEREAS, on July 14, 2026 (Ordinance No. 026-028), the Town of Addison created a new tax increment reinvestment (Addison Junction Zone) around Addison Station to support the planned transit-oriented development district referred to as Addison Junction; and

WHEREAS, Addison Junction, which DART and Addison have been collaboratively working towards for many years, will be a walkable, mixed-use development on approximately 5 acres of DART-owned property and 13 acres of Town-owned property; and

WHEREAS, the Addison Junction Zone was created for a 30-year term, is based on real property taxes, and is generally bounded by Addison Road to the west, Belt Line Road to the south, Dallas North Tollway to the east, and Airport Parkway to the north; and

WHEREAS, the Interlocal Cooperation Agreement between DART and the Town of Addison for Contributions to the Addison Station Tax Increment Reinvestment Zone ("Addison Junction TIRZ ILA"), substantially in the form of Exhibit 1 to the Resolution, requires DART to contribute 60% of its sales tax increment to the Addison Junction Zone under terms and conditions that match the Automatic TIRZ ILA with one difference – DART would contribute for a term of 30 years, correlating with the length of the Addison Junction Zone, as opposed to the 10-year term provided under the Automatic TIRZ ILA; and

WHEREAS, the Addison Junction TIRZ ILA otherwise mirrors the material terms in the Automatic TIRZ ILA, including the percentage of DART's contribution; and

WHEREAS, the Addison Junction TIRZ ILA will allow DART to financially invest in the transformation of the Addison Station area into vibrant, dense, transit-oriented development that will ultimately result in a return of increased sales tax to the agency in the long term, more ridership, and valued amenities for DART riders and the surrounding community.

NOW, THEREFORE BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute the Interlocal Cooperation Agreement between DART and the Town of Addison for Contributions to the Addison Station Tax Increment Reinvestment Zone, substantially in the form shown as Exhibit 1 to the Resolution, subject to legal review.

Approval of an Interlocal Cooperation Agreement between DART and the Town of Addison for Contributions to the Addison Station Tax Increment Reinvestment Zone

Prepared by: /s/ Caitlin Holland
Caitlin Holland
Vice President
Real Estate and Economic Development

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

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

INTERLOCAL COOPERATION AGREEMENT
between
DALLAS AREA RAPID TRANSIT and
the TOWN of ADDISON for
CONTRIBUTIONS TO THE ADDISON STATION TAX INCREMENT REINVESTMENT ZONE

This Interlocal Cooperation Agreement ("this Agreement") is made and entered into by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code, and the TOWN of ADDISON, a Home Rule municipality possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and Section 51.072 of Texas Local Government Code] ("CITY"). DART and CITY may be referred to herein individually as a "Party" or collectively as the "Parties", acting by and through their authorized representatives.

WHEREAS, pursuant to Board Resolution ____, the DART Board of Directors authorized the DART President & Chief Executive Officer or her designee to execute this Agreement on behalf of the agency; and

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

WHEREAS, pursuant to the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, CITY adopted CITY Council Ordinance O26-028, attached hereto as Exhibit "A", creating a Tax Increment Reinvestment Zone surrounding Addison Station, hereinafter referred to as the "Zone" that utilizes property taxes to stimulate economic development and redevelopment within the Zone; and

WHEREAS, DART and CITY desire to work collaboratively to stimulate more transit-oriented development, grow transit ridership, generate greater tax revenue, attract and retain businesses, and leverage DART's transportation services and facilities as an economic development asset; and

WHEREAS, CITY has entered into a development agreement with Quadrant Investment Properties, LLC ("Developer") to implement transit-oriented development (TOD) on approximately thirteen (13) acres of CITY-owned property and six (6) acres of DART-owned property located near Addison Station and within the Zone; and

WHEREAS, CITY and DART anticipate that Developer will enter into a long-term ground lease with DART to construct and operate a venue on the DART-owned property as part of the TOD plan for Addison Station; and

WHEREAS, pursuant to the terms of this Agreement, DART desires to invest in the development or redevelopment of the Zone in furtherance of the shared goals identified above; and

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

Article I. Definitions

1.1 "Base Value" means the highest of the total of the local one percent (1%) sales and use tax collected by DART pursuant to the Transit Act within the Zone, comparing the two (2) DART fiscal years (Fiscal Year 2025 and Fiscal Year 2024) preceding execution of this Agreement.

1.2 "Captured Funds" means the portion of the Increment (*i.e.*, the amount of money) that DART agrees to contribute to the Tax Increment Fund during the Contribution Period pursuant to this Agreement (for example, if the total amount of sales and use tax generated in the Zone for the first year of the Contribution Period is $2 million, the Base Value is $1 million, and DART is contributing 60% of the Increment, then Captured Funds totaling $600,000.00 would be paid by DART to CITY for deposit in the Tax Increment Fund for the first year of the Contribution Period).

1.3 "CEO" means DART's acting President & Chief Executive Officer.

1.4 "City Manager" means CITY's acting chief administrative officer.

1.5 "Claw Back Amount" means Captured Funds paid by DART to CITY for deposit in the Tax Increment Fund (including any interest accrued on such Captured Funds while held within the Tax Increment Fund) that CITY is required to reimburse to DART because of CITY's uncured Material Breach of this Agreement. Claw Back Amount does not include Captured Funds that have been expended or obligated in accordance with this Agreement prior to the Material Breach.

1.6 "Complementary Transportation Services" means: (a) special transportation services for a person who is elderly or has a disability; (b) medical transportation services; (c) assistance in street modifications as necessary to accommodate the Public Transportation System; and (d) any other service that complements DART's Public Transportation System, including providing parking garages. "Complementary Transportation Services" must be provided within the limits of DART's service area.

1.7 Reserved.

1.8 "Contribution Period" means the thirty (30) years that DART will contribute a percentage of its Increment to the Zone, subject to reductions as provided in this Agreement.

1.9 "Effective Date" means the date that this Agreement is last signed by one of the Parties.

1.10 Reserved.

1.11 "Increment" means the amount of the local one percent (1%) sales and use tax collected by DART pursuant to the Transit Act in the Zone above the Base Value.

1.12 "Material Breach" means failure to comply with the provisions of Sections 3.2 (DART Contributions to City-Created Zone), 3.5 (Annual Report), 3.7 (CITY's Failure to Match), or 5.1 (Use of Captured Funds).

1.13 "Project and Financing Plan" means the project and financing plan for the Zone prepared and adopted by the Zone Board and approved by CITY in accordance with the TIRZ Act, attached hereto as Exhibit B, and as it may be amended from time to time as allowed by the TIRZ Act with approval by CITY and the Zone Board.

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

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

1.16 "Tax Increment Fund" means the account into which the cumulative tax revenue captured within the Zone pursuant to the TIRZ Act and CITY Ordinances No. O26-028 and O26-030 is deposited by CITY and any participating taxing unit for the Zone.

1.17 "Tax Increment Reinvestment Zone", referred to herein as the "Zone", means the tax reinvestment zone created by CITY in CITY Ordinance No. O26-028 , attached hereto as Exhibit A, located at and around the DART Addison Station and existing pursuant to the TIRZ Act.

1.18 "Term" means the period this Agreement shall be effective, commencing on the Effective Date and ending on the earlier of thirty (30) years or termination or expiration of the Zone.

1.19 "TIRZ Act" means the Tax Increment Financing Act, set out in Chapter 311 of the Texas Tax Code, in its current state and as it may be amended in the future.

1.20 "Transit Act" means Chapter 452 of the Texas Transportation Code, in its current state and as it may be amended in the future.

1.21 Reserved.

1.22 "Transit Capital Project" means an investment aimed at creating, acquiring, or significantly improving infrastructure or assets used for Public Transportation.

1.23 "Zone Board of Directors", referred to herein as the "Zone Board", means the board of directors for the Zone, created in accordance with the TIRZ Act, that is responsible for making recommendations to CITY regarding the Tax Increment Fund.

Article II. Reserved

Article III. DART Contributions, CITY Match, Annual Report

3.1 Base Value. Base Value was determined by comparing the total sales and use tax collected within the Zone, as reported by the Texas Comptroller, for the full two (2) fiscal years preceding the Effective Date (Fiscal Year 2025 and Fiscal Year 2024). The higher of those two amounts constitutes the Base Value for purposes of this Agreement.

3.2 DART Contributions to CITY-Created Zone. DART's contribution to the Zone shall be sixty percent (60%) of DART's Increment, unless decreased to fifty percent (50%) as provided in Section 8.1 of this Agreement. CITY shall perform the administrative work to determine the amount of Captured Funds due pursuant to this Agreement. CITY's performance of the administrative work shall ensure at all times that the following objectives are achieved: a) accuracy of the calculations; b) cost efficiency of the approach to administering the Zone, including DART's contributions; c) transparency with DART; and d) continued collaboration to ensure the Parties remain aligned with respect to the City's determination of the amount of Captured Funds due. DART shall pay the Captured Funds for the entire Term, except as provided in Article VII. To the extent permitted by law, without waiving governmental immunity and applicable affirmative defenses, City shall RELEASE AND HOLD DART HARMLESS from all claims or liabilities arising from the use of Captured Funds.

3.3 Timing of DART Contributions. DART shall remit the Captured Funds to CITY within thirty (30) calendar days of DART's receipt of notice from CITY regarding the amount of Captured Funds due. The deadlines set out in this Agreement may be extended if the Texas Comptroller's Office fails to timely provide the information necessary to determine the Increment for the Zone. DART's failure to pay Captured Funds to City pursuant to this Agreement shall constitute a Material Breach.

3.4 CITY Match. CITY shall contribute to the Tax Increment Fund an amount of funds equal or greater than the Captured Funds contributed by DART to the Tax Increment Fund, including any interest accrued while the Captured Funds are held within the Tax Increment Fund. CITY may match the Captured Funds with any other source of funds available to it (such as property tax revenue, municipal sales and use tax revenue, bonds, fines and penalties, user fees and charges, *etc.*). CITY may reduce its match by the amount of reasonable administrative costs actually incurred by CITY to perform the administrative work to determine the amount of Captured Funds due from DART.

3.5 Annual Report. CITY shall cause a report of the Tax Increment Fund to be completed annually, beginning the first year of the Contribution Period and continuing every year

thereafter until the Contribution Period has ended and all Captured Funds have been spent or reimbursed to DART. The annual report shall be provided to CEO and to the DART Board per Section 4.2 within one hundred fifty (150) calendar days following conclusion of fiscal year each year. The report shall identify: 1) the amount of funds DART contributed to the Tax Increment Fund during the preceding year as compared to the amount of Captured Funds reported to be due by the Party performing the administrative work per Section 2.2(i); 2) how much CITY contributed to the Tax Increment Fund during the preceding year; 3) the source of funds CITY utilized for the CITY's match; 4) the outstanding amount that CITY owes to match the Captured Funds contributed by DART to the Tax Increment Fund, if any; 4) how Captured Funds were used by CITY; 5) any use of Captured Funds that was not in compliance with this Agreement; and 6) the amount of administrative costs deducted from CITY's match. If DART failed to contribute the entire amount of Captured Funds to the Tax Increment Fund, DART shall remit the outstanding amount to CITY within ninety (90) calendar days following DART's receipt of the annual report. If DART contributed more than the Captured Funds due under this Agreement, CITY shall, at DART's sole option, either return such excess Captured Funds to DART within ninety (90) calendar days following receipt of the annual report or apply the funds against future Captured Funds due to be paid into the Tax Increment Fund. The annual report required under this section shall be paid for with the Tax Increment Fund unless otherwise agreed by the Parties. Failure to comply with the requirements of this Section 3.5 by DART or CITY shall constitute a Material Breach. If DART has cause to question the veracity or completeness of the annual report, CITY shall make all records related to the Zone and expenditure of DART funds available to DART for review and audit not more than once per calendar year.

3.6 Timing of CITY Match. CITY shall fully match the Captured Funds paid into the Tax Increment Fund (dollar for dollar), including any interest accrued on the Captured Funds while held in the Tax Increment Fund, no later than ninety (90) calendar days following completion of the annual report every fifth year of the Contribution Period (*i.e.,* at Year 5, Year 10, Year 15, Year 20, Year 25, and Year 30). CITY may, at its election, fully match the Captured Funds more frequently than on five (5)-year increments.

3.7 CITY's Failure to Match. If CITY fails to match the Captured Funds in accordance with this Article III, such failure shall constitute a Material Breach and, in addition to suspension of DART's payments per Section 7.2, DART may terminate this Agreement per Section 7.4 upon CITY's failure to cure. All Captured Funds contributed to the Tax Increment Fund and not matched by CITY shall constitute a Claw Back Amount and CITY shall reimburse such Claw Back Amount to DART within thirty (30) calendar days of written notice from DART.

3.8 Interest Accumulated in Tax Increment Fund. All Captured Funds contributed to the Tax Increment Fund shall be held in an interest-accruing account. All interest accrued by Captured Funds and CITY match while held in the Tax Increment Fund shall be retained by CITY to be spent within the Zone on eligible costs under the TIRZ Act and, with respect to Captured Funds, under the Transit Act, except as provided in this Agreement with respect to Claw Back Amounts.

3.9 Debt Issuance by TIRZ Board. DART shall not bear any liability, risk, or responsibility for debt issued on behalf of the Zone by CITY.

3.10 Expiration or Termination of the Zone. Upon expiration or termination of the Zone, any Captured Funds paid to CITY not yet expended or obligated, including any interest accrued by the Captured Funds while held in the Tax Increment Fund, shall constitute a Claw Back Amount to be reimbursed to DART within ninety (90) calendar days of the Zone's expiration.

Article IV. TIRZ Board Representation, Reports to the DART Board of Directors

4.1 DART Representation on TIRZ Board. A DART staff member shall serve as an *ex officio* nonvoting member on the TIRZ Board during the entire Contribution Period and shall continue serving until all DART funds within the Tax Increment Fund have been spent or reimbursed to DART.

4.2 Reports to the DART Board of Directors. CEO or her designee shall brief the DART Board of Directors on an annual basis regarding:

a. The annual report for the Zone, including the amount of DART's contributions to the Tax Increment Fund, CITY's contributions to the Tax Increment Fund, any amount outstanding to satisfy CITY's match requirement, and any use of DART funds by CITY upon recommendation by the TIRZ Board;

b. The progress of projects within each Zone;

c. Ridership information and opportunities for enhancing transit services to Addison Station and otherwise within the Zone.

Article V. Use of the Tax Increment Fund

5.1 Use of DART Funds and CITY Match. All Captured Funds paid to CITY and CITY match shall be used to develop or redevelop the Zone in compliance with this Agreement and the TIRZ Act. Additionally, all Captured Funds paid to CITY shall be used in compliance with the Transit Act. Currently, compliance with the Transit Act requires funds to be used to support DART's Public Transportation System or for Complementary Transportation Services. Any Captured Funds paid to CITY used in violation of this section shall constitute a Claw Back Amount to be reimbursed to DART within ninety (90) calendar days of CITY's discovery of the improper use or written notice from DART of the improper use, whichever occurs first. So long as the Claw Back Amount is reimbursed in accordance with this Section 5.1, such reimbursement shall not be considered a debt of CITY and is subject to all applicable law. CITY's failure to timely reimburse improperly applied Captured Funds shall constitute a Material Breach. CITY's match shall be used in compliance with this Agreement and the TIRZ Act.

5.2 Transit Capital Projects within the Zone Performed by DART. A Transit Capital Project to expand and improve the bus facilities at Addison Station in a manner that compliments

CITY's TOD plan is presently included in DART's Twenty-Year Financial Plan that has been approved by the DART Board of Directors. DART shall complete the Transit Capital Project at its cost (or with external funds secured by DART for the Transit Capital Project) following approval by the DART Board of Directors of an annual budget that includes the Transit Capital Project. CITY, upon recommendation by the Zone Board, may, however, elect to perform certain elements of the Transit Capital Project at an earlier date utilizing the Tax Increment Fund.

5.3 Transit Capital Project within the Zone Performed by Others. With respect to any future Transit Capital Project located within the Zone not included in DART's Twenty-Year Financial Plan upon the Effective Date, DART shall have no responsibility to perform or pay for the cost for the Transit Capital Project. The Transit Capital Project may be paid for by the Tax Increment Fund, a developer, or some other source of funding. DART may, but shall have no obligation to, perform some or all of the Transit Capital Project and pay for some or all of the associated costs.

Article VI. Reserved

Article VII. Disqualification, Suspension, Termination, and Claw Backs

7.1 Reserved.

7.2 Suspension of DART Contributions. DART shall immediately suspend all payments of Captured Funds to CITY upon the occurrence of any of the following events:

a. Transit service to Addison Station is halted at CITY's request or direction;

b. CITY passes a resolution calling for a withdrawal election from DART;

c. CITY fails to pay a debt owed to DART of $500,000 or more for longer than one hundred eighty (180) calendar days; or

d. CITY fails to match DART's contribution of Captured Funds in accordance with Article III.

DART's payments of Captured Funds shall not resume until the event prompting suspension has been fully cured. Suspension of payments pursuant to this section shall not extend the Contribution Period(s) and, if the suspension is lifted prior to the conclusion of the Contribution Period(s), DART shall not be obligated to remit Captured Funds not paid into the Tax Increment Fund(s) while the suspension was in place. As such, Captured Funds during a suspension period shall be retained by DART and deducted from the total amount of Captured Funds due under this Agreement.

7.3 Termination of Agreement by Withdrawal. This Agreement shall immediately and automatically terminate and be of no further force or effect upon CITY's withdrawal from DART. For purposes of this section, CITY's withdrawal is effective the day after the date of the canvass of the withdrawal election.

7.4 Termination by Material Breach. In the event of a Material Breach, either Party shall provide written notice to the breaching Party and if the breaching Party fails to cure such Material Breach within ninety (90) calendar days after written notice thereof, the nonbreaching Party may terminate this Agreement upon the date set forth in a written notice to the defaulting Party. If either Party disputes a Material Breach has occurred, the Parties shall first attempt to resolve the dispute by engaging in the dispute resolution process set out in Section 9.5. In the event the Parties are unable to resolve their dispute through the dispute resolution process set out in Section 9.5, then either Party may terminate this Agreement and, if necessary, file suit related to an alleged Material Breach of this Agreement in a state district court of competent jurisdiction in Dallas County, Texas.

7.5 Captured Funds upon Termination. DART shall immediately discontinue all payments of Captured Funds upon termination of this Agreement. Any Captured Funds, as well as any accrued interest on such Captured Funds held within Tax Increment Fund(s), not expended or obligated on the date this Agreement is terminated or the date the Material Breach giving rise to the termination occurs, whichever happens first, shall constitute a Claw Back Amount and shall be reimbursed to DART within ninety (90) calendar days after the date of termination.

7.6 Unpaid Claw Back Amount. In the event CITY fails to reimburse any Claw Back Amount to DART in accordance with the applicable time frame set forth in this Agreement, DART may, following thirty (30) calendar days prior written notice to CITY, deduct the Claw Back Amount from any payment due from DART to CITY under any other program or contract, including but not limited to funds owed under a Public Transportation Improvement Funds Interlocal Agreement or the DART General Mobility Program. Any Claw Back Amount that CITY has failed to reimburse to DART upon CITY withdrawal from DART shall be included in CITY's total financial obligation pursuant to Section 452.658 of the Transit Act.

7.7 Termination by CITY for Convenience**.** CITY may, upon written notice to DART, terminate this Agreement provided DART has not paid any Captured Funds to CITY for deposit in a Tax Increment Fund or CITY has fully matched all Captured Funds remitted by DART pursuant to this Agreement.

Section VIII. Use of DART Property for Transit-Oriented Development

8.1 Invalidated Transit-Oriented Development Incentive. In the event a long-term ground lease for some portion of the DART-owned property located within the Zone for transit-oriented development has not been executed by DART and Developer (or DART and CITY) within one (1) year from the Effective Date, DART's contribution to the Zone shall decrease from sixty percent (60%) to fifty percent (50%) of its Increment until the execution of such a ground lease. In the event the ground lease of DART-owned property located within the Zone is terminated or expires during the Term, the percentage of the Increment contributed by DART shall be automatically reduced to fifty percent (50%) upon the date of the termination or expiration.

Section IX. Miscellaneous

9.1 Survival. The Parties shall not initiate any DART contributions to CITY-created Zones after expiration of the Term; however, all other obligations imposed under this Agreement shall survive expiration of the Term unless specifically provided otherwise in this Agreement.

9.2 Extensions. The Term of this Agreement and the length of the Contribution Period applicable to any Zone may be extended by written agreement of the Parties and approval by the DART Board of Directors and CITY Council.

9.3 Other Agreements for DART Contributions. Nothing in this Agreement shall be construed to prohibit the Parties from entering into a separate agreement approved by the DART Board of Directors providing for DART's contribution to a CITY-created Zone that does not meet the parameters of this Agreement.

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

If intended for DALLAS AREA RAPID TRANSIT, to:
1401 Pacific Avenue
Dallas, Texas 75202-7210
Attn: EVP, Chief Financial Officer
CFO@dart.org

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

If intended for CITY, to:
Attn:
City Manager

With Copy to:

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

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

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

9.7 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to DART contributions to the Zone. This Agreement may be amended or supplemented only by a written instrument executed by the Parties. The City Manager is authorized to execute on behalf of CITY any amendments to this Agreement and any instruments related hereto.

9.8 No Joint Enterprise. The Parties do not intend that this Agreement be construed as finding that the Parties have formed a joint enterprise. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

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

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

9.11 Severability. If any provision of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable.

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

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

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

9.15 Recitals. The recitals to this Agreement are incorporated herein.

9.15 Counterparts. This Agreement may be executed in identical counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

[Signatures on following page.]

DALLAS AREA RAPID TRANSIT

_____ Date:
David Leininger
Interim President & Chief Executive Officer

TOWN of ADDISON

_____ Date:
David Gaines
City Manager

EXHIBIT A
[Resolution/City Ordinance Creating Zone]EXHIBIT B
[Project & Financing Plan]

Agenda Report

DATE: October 13, 2026

SUBJECT: Declaration of Surplus and Sale of DART Property Consisting of 7.462 Acres Located at or near 4040 West 15th Street, Plano, Texas 75093 to the City of Plano

This item has been moved to October 27, 2026, Committee-of-the-Whole.