Agenda

Dallas Area Rapid Transit Mobility Service, LGC
Board of Directors Meeting
Tuesday, October 13, 2026, 1:00 P.M.
DART Conference Room C – 1st Floor
1401 Pacific Ave., Dallas, Texas 75202
(Estimated Meeting Time: 50 minutes)

1. Approval of Minutes: October 14, 2025, and March 10, 2026
2. Approval of Contract Modification to Increase Funding for the McKinney Urban Transit District Shared-Ride Microtransit Service
   [10 minutes – presentation; 5 minutes – Q&A]
3. Approval of Contract for McKinney Urban Transit District Shared-Ride Microtransit Service
   [0 minutes – presentation; 5 minutes – Q&A]
4. 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
   [0 minutes – presentation; 5 minutes – Q&A]
5. 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 the Dallas Area Rapid Transit Mobility Service, LGC, for GoPass® Licensing
   [0 minutes – presentation; 5 minutes – Q&A]
6. Approval of Fiscal Year 2027 Annual Budget for the Dallas Area Rapid Transit Mobility Service, LGC
   [5 minutes – presentation; 5 minutes Q&A]
7. Approval to Appoint Board Officers of the Dallas Area Rapid Transit Mobility Service, LGC, for Terms Ending December 31, 2028
8. Approval to Appoint Corporation Officers of the Dallas Area Rapid Transit Mobility Service, LGC, for Terms Ending December 31, 2028
   [5 minutes – presentation; 5 minutes – Q&A]
9. Adjournment

The Dallas Area Rapid Transit Mobility Service, LGC, Board of Directors may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues. This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please contact Community Engagement at 214-749-2721, 48 hours in advance.

Dallas Area Rapid Transit Mobility Service, LGC Board of Directors –
Chair – *Randall B. Bryant*
Vice-Chair – *Vacant*
Secretary *- Vacant*
Members – *Jamie Adelman, and Kay Shelton*

MINUTES
DALLAS AREA RAPID TRANSIT MOBILITY SERVICE, LGC
BOARD OF DIRECTORS
Tuesday, March 10, 2026

The Dallas Area Rapid **Transit Mobility Service, LGC Board of Directors'** meeting convened on Tuesday, March 10, 2026, at **2:02 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Bryant presiding.

Please note that these Minutes are only a brief summation and not a transcript of the meeting. For the full meeting, please visit DART.org/about/public-access-information/board-meetings-information. Any slides presented during the meeting are on file with the Office of Board Support.

LGC Directors in attendance: Randall B. Bryant, Nadine S. Lee and Jamie Adelman.

LGC Officers in attendance: Jing Xu, Kay Shelton

DART Board Members in attendance: Carmen Garcia, and Gary Slagel.

Others present: Gene Gamez, Jesse Salazar, and Briana Campbell.

Marc C. Abraham was absent.

1. **Approval of the Minutes: June 10, 2025**

   This item was not considered.

2. **Approval to Appoint Corporation Officers of the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Fill Unexpired Terms Ending December 31, 2026**

   Director Lee moved to approve by the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, Board of Directors, that the following persons are appointed to serve as officers of the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, Board of Directors, to fill unexpired terms ending on December 31, 2026

President	**Kay Shelton**
Secretary	**Jing Xu**

   Director Adelman seconded, and the item was adopted unanimously.

3. **Approval to Appoint Board Officers of the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Fill Unexpired Terms Ending December 31, 2026**

   Director Lee moved to approve by the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, Board of Directors that the following persons are appointed to serve as Corporation officers of the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to fill unexpired terms ending on December 31, 2026:

Chair	**Randall B. Bryant**
Secretary	**Marc C. Abraham**

Director Adelman seconded, and the motion was approved unanimously.

4. Approval to Transfer Funds Accumulated through September 30, 2025, from Dallas Area Rapid Transit Mobility Services, Local Government Corporation, to Dallas Area Rapid Transit

Tadele Gelassie, Assisted Vice President/Controller, briefed the Board.

Director Lee moved to approve by the Dallas Area Rapid Transit Mobility Service, Local Government Corporation (LGC), Board of Directors that the President of the LGC or her designee is authorized to transfer $825,340.40 of excess funds to DART, as shown in Exhibit 1 to the Resolution.

Director Lee seconded, and the motion was approved unanimously.

5. Adjournment

There being no further business to discuss, the meeting was adjourned at 2:08 p.m.

Briana Campbell

Briana Campbell

Secretary of Board of Directors

/bc

MINUTES
DALLAS AREA RAPID TRANSIT MOBILITY SERVICE, LGC
BOARD OF DIRECTORS
October 14, 2025

The Dallas Area Rapid **Transit Mobility Service, LGC Board of Directors'** meeting convened on Tuesday, October 14, 2025, at **12:16 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Slagel presiding.

Please note that these Minutes are only a brief summation and not a transcript of the meeting. For the full meeting, please visit DART.org/about/public-access-information/board-meetings-information. Any slides presented during the meeting are on file with the Office of Board Support.

LGC Directors in attendance: Gary Slagel, Nadine S. Lee, Randall B. Bryant, Rob Smith, and Jamie Adelman.

LGC Officers in attendance: Dee Leggett.

DART Board Members in attendance: Carmen Garcia, Randall B. Bryant, and Gary Slagel.

Others present: Gene Gamez, Jesse Salazar, and Briana Campbell.

1. Approval of the Minutes: September 9, 2025

Secretary Bryant moved to accept the September 9, 2025, Dallas Area Rapid Transit Mobility Service, LGC Board of Directors Meeting Minutes into the record as written.

Director Smith seconded, and the Minutes were accepted as written.

2. Approval of the Second Amendment to the Interlocal Agreement between Dallas Area Rapid Transit, McKinney Urban Transit District, and Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Exercise the Second Option Year for GoPass® Application Licensing

Ryan McCutchan, Project Manager II, Service Planning and Scheduling, DART, briefed the Board.

Director Lee moved to approve the:

Section 1: **The President of the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, or his designee is authorized to exercise the second of two option years included in the interlocal agreement with McKinney Urban Transit District and Dallas Area Rapid Transit for GoPass® mobile application licensing, substantially in the form as shown in Exhibit 1 to the Resolution.**

Section 2: **The President & Chief Executive Officer or her designee is authorized to exercise the second of two option years included in the interlocal agreement with McKinney Urban Transit District and Dallas Area Rapid Transit Mobility Service, Local Government Corporation, for GoPass® mobile application licensing, substantially in the form as shown in Exhibit 1 to the Resolution.**

Director Smith seconded, and the motion was approved unanimously.

3. Approval to Authorize the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Execute the Second Amendment and Option Term Renewal of the Interlocal Agreement with McKinney Urban Transit District

Ryan McCutchan, Project Manager II, Service Planning and Scheduling, DART, briefed the Board.

Director Lee moved to approve the Second Amendment and One-Year Option Term Renewal of the McKinney Urban Transit District interlocal agreement, substantially in the form as shown in Exhibit 1 to the Resolution.

Director Smith seconded, and the motion was approved unanimously.

4. Identification of Future Agenda Items

No Future Agenda Items.

5. Adjournment

There being no further business to discuss, the meeting was adjourned at 2:19 p.m.

Briana Campbell

Secretary of Board of Directors

/bc

Agenda Report

Dallas Area Rapid Transit Mobility Service, LGC

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 Dallas Area Rapid Transit 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.

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.

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 MOBILITY SERVICE, LGC

BOARD OF DIRECTORS

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 Mobility Service, LGC, Board of Directors that the Dallas Area Rapid Transit 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

EXECUTED as of this 13th day of October, 2026.

DIRECTORS:

Randall B. Bryant Chair	Vacant Vice-Chair
Vacant Secretary	Kay Shelton LGC President

Agenda Report

Dallas Area Rapid Transit Mobility Service, LGC

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 Dallas Area Rapid Transit 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.

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 MOBILITY SERVICE, LGC

BOARD OF DIRECTORS

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 Mobility Service, LGC, Board of Directors that the Dallas Area Rapid Transit 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

EXECUTED as of this 13th day of October, 2026.

DIRECTORS:

Randall B. Bryant Chair	Vacant Vice-Chair
Vacant Secretary	Kay Shelton LGC President

Agenda Report

Dallas Area Rapid Transit Mobility Service, LGC

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 approval by the DART Board of Directors and 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.

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 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, ~~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.

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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.

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- **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
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9	$6.50	12	$8.75	15	$11.00	18	$13.25	21	$15.50		

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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 MOBILITY SERVICE, LGC

BOARD OF DIRECTORS

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 Mobility Service, LGC, 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 approval by the Dallas Area Rapid Transit Board of Directors and 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

EXECUTED as of this 13th day of October, 2026.

DIRECTORS:

Randall B. Bryant Chair	Vacant Vice-Chair
Vacant Secretary	Kay Shelton LGC President

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.

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[Signatures begin on following page.]

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Trenise Winters
President

Date: _____

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By: _____
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General Counsel
Dallas Area Rapid Transit

Date: _____

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City Manager

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Attest:

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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

Dallas Area Rapid Transit Mobility Service, LGC

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 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 and approval by the DART Board of Directors, 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.

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 (LGC Resolution No. 210008), the LGC Board approved an ILA by and between DART, MUTD, and LGC for GoPass® functionality licensing.

- On September 10, 2024 (LGC Resolution No. 240005), the LGC 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 14, 2025 (LGC Resolution No. 250001), 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.

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 terms.

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 MOBILITY SERVICE, LGC

BOARD OF DIRECTORS

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 (LGC Resolution No. 210008), the LGC Board approved an ILA by and between DART, MUTD, and LGC for GoPass® functionality licensing; and

WHEREAS, on September 10, 2024 (LGC Resolution No. 240005), the LGC 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 14, 2025 (LGC Resolution No. 250001), 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 Mobility Service, LGC, Board of Directors that 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 and approval by the Dallas Area Rapid Transit Board of Directors, 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.

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

EXECUTED as of this 13th day of October, 2026.

DIRECTORS:

Randall B. Bryant Chair	Vacant Vice-Chair
Vacant Secretary	Kay Shelton LGC President

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

Dallas Area Rapid Transit Mobility Service, LGC

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, subject to approval by the DART Board of Directors.

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 MOBILITY SERVICE, LGC

BOARD OF DIRECTORS

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, 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 Mobility Service, LGC, 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, subject to approval by the Dallas Area Rapid Transit Board of Directors.

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

EXECUTED as of this 13th day of October, 2026.

DIRECTORS:

Randall B. Bryant Chair	Vacant Vice-Chair
Vacant Secretary	Kay Shelton LGC President

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

Dallas Area Rapid Transit Mobility Service, LGC

DATE: **October 13, 2026**

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

RECOMMENDATION

Approval of a resolution appointing the following persons to serve as officers of 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 officer is appointed:

Chair	Randall B. Bryant
Vice-Chair	Nathaniel P. Ford Sr. (effective 10/26/2026)
Secretary	Mark Enoch

FINANCIAL CONSIDERATIONS

- Approval of an officer 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 provides that the terms for the LGC Board of Directors shall be two years and commence on January 1, and it is necessary to appoint those officers for the next two years.

- The LGC Board has by custom chosen a Chair, Vice-Chair, and Secretary for the purpose of the conduct of its business at meetings of the LGC Board.

- Officers of the Board have been members of the LGC Board and not necessarily officers of the corporation.

- The following persons are appointed to serve as officers of the Dallas Area Rapid Transit Mobility Service, LGC, Board of Directors with terms ending on December 31, 2028:

Chair	Randall B. Bryant
Vice-Chair	Nathaniel P. Ford Sr. (effective 10/26/2026)
Secretary	Mark Enoch

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 MOBILITY SERVICE, LGC
BOARD OF DIRECTORS

Approval to Appoint Board Officers of the Dallas Area Rapid Transit Mobility Service, LGC, for Terms Ending December 31, 2028

WHEREAS, Section 2.01 of the LGC Bylaws provides that the terms for the LGC Board of Directors shall be two years and commence on January 1, and it is necessary to appoint those officers for the next two years; and

WHEREAS, the LGC Board has by custom chosen a Chair, Vice-Chair, and Secretary for the purpose of the conduct of its business at meetings of the LGC Board; and

WHEREAS, officers of the Board have been members of the LGC Board and not necessarily officers of the corporation; and

WHEREAS, it is necessary to appoint individuals to serve as Board officers.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Mobility Service, LGC, Board of Directors that the following persons to serve as officers of 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 officer is appointed:

Chair	Randall B. Bryant
Vice-Chair	Nathaniel P. Ford Sr. (effective 10/26/2026)
Secretary	Mark Enoch

Approval to Appoint Board Officers of the Dallas Area Rapid Transit Mobility Service, LGC, for Terms Ending December 31, 2028

EXECUTED as of this 13th day of October, 2026.

DIRECTORS:

Randall B. Bryant Chair	Vacant Vice-Chair
Vacant Secretary	Kay Shelton LGC President

Agenda Report

Dallas Area Rapid Transit Mobility Service, LGC

DATE: **October 13, 2026**

SUBJECT: **Approval to Appoint Corporation Officers of the Dallas Area Rapid Transit Mobility Service, LGC, for Terms Ending December 31, 2028**

RECOMMENDATION

Approval of a resolution appointing the following persons to serve as corporation officers of the Dallas Area Rapid Transit Mobility Service, LGC, for terms commencing on the date hereof and ending on December 31, 2028, or until a replacement officer is appointed:

President	Trenise Winters
Vice President	Nathaniel P. Ford Sr. (effective 10/26/2026)
Secretary	Tina Mörche-Pierre
Treasurer	Tadele Gelassie
Assistant Treasurer	Jamie Adelman

FINANCIAL CONSIDERATIONS

- Approval of an officer for the LGC Board has no financial impact on the approved Budget or FY 2027 20-Year Financial Plan.

BUSINESS PURPOSE

- Pursuant to Section 3.01 of the LGC Bylaws provides that the LGC will be served by a president, a vice president, a secretary, a treasurer, and such officers as the LGC Board of Directors may from time to time elect or appoint.

- On September 11, 2012 (LGC Resolution No. 120004), the LGC Board established the position of Assistant Treasurer to make operation of the LGC business more efficient.

- The following persons are appointed to serve as officers of the Dallas Area Rapid Transit Mobility Service, LGC (Corporation) with terms ending on December 31, 2028:

President	Trenise Winters
Vice President	Nathaniel P. Ford Sr. (effective 10/26/2026)
Secretary	Tina Mörche-Pierre
Treasurer	Tadele Gelassie
Assistant Treasurer	Jamie Adelman

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 MOBILITY SERVICE, LGC

BOARD OF DIRECTORS

Approval to Appoint Corporation Officers of the Dallas Area Rapid Transit Mobility Service, LGC, for Terms Ending December 31, 2028

WHEREAS, Section 3.01 of the LGC Bylaws provides that the LGC will be served by a president, a vice president, a secretary, a treasurer, and such other officers as the LGC Board of Directors may from time to time elect or appoint; and

WHEREAS, on September 11, 2012 (LGC Resolution No. 120004), the LGC Board established the position of Assistant Treasurer to make operation of the LGC business more efficient; and

WHEREAS, it is necessary to appoint individuals to serve as Corporation officers.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Mobility Service, LGC, Board of Directors that the following persons are appointed to serve as corporation officers of the Dallas Area Rapid Transit Mobility Service, LGC, for terms commencing on the date hereof and ending on December 31, 2028, or until a replacement officer is appointed:

President	Trenise Winters
Vice President	Nathaniel P. Ford Sr. (effective 10/26/2026)
Secretary	Tina Mörche-Pierre
Treasurer	Tadele Gelassie
Assistant Treasurer	Jamie Adelman

Approval to Appoint Corporation Officers of the Dallas Area Rapid Transit Mobility Service, LGC, for Terms Ending December 31, 2028

EXECUTED as of this 13th day of October, 2026.

DIRECTORS:

Randall B. Bryant Chair	Vacant Vice-Chair
Vacant Secretary	Kay Shelton LGC President