

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
REGARDING DASH CIRCULATOR SPONSORSHIP**

This Memorandum of Understanding and Agreement ("Agreement") for an AMP Level Sponsorship is entered as of the date of the last signature, into by and between the University of North Texas Health Science Center, (Sponsor) an Institution of higher learning, located at 3500 Camp Bowie Boulevard, Fort Worth, TX 76107 and the Fort Worth Transportation Authority operating as ("Trinity Metro"), a regional transportation authority providing a circulator (the "Dash") service that will connect the Cultural District and Downtown with stops along the West 7th Corridor.

Trinity Metro will operate the Dash circulator, using energy efficient, environmentally friendly electric buses. The service hours at service initiation are Sunday-Thursday 9:30 A.M. – 10:30 P.M. and Friday – Saturday 9:30 A.M. – 12:30 A.M. with 15 minute headways. The route will start at the Fort Worth Central Station and travel Commerce and W. 2nd St. West 7th Street, Currie St, West Lancaster Ave, Montgomery Street, West 7th Street, Houston Street, 9th Street, Calhoun Street, East 12th Street and return to the Fort Worth Central Station.

Recitals

WHEREAS, Trinity Metro is a regional transportation authority existing and operating under Chapter 452 of the Texas Transportation Code (the "Code"); and

WHEREAS, the Sponsor is an individual business or organization that wishes to participate in providing transit to decrease the congestion on West 7th; and

WHEREAS, Trinity Metro operates a transportation system, including bus service, in those municipalities and unincorporated areas of Tarrant County, Texas, that have joined with Trinity Metro to provide services; and

WHEREAS, Trinity Metro and Sponsor have agreed on the terms and conditions for Trinity Metro's provision of the Dash circulator service scheduled to operate on West 7th corridor connecting the Culture District to Downtown, Fort Worth;

Agreement

NOW, THEREFORE, for good and valuable consideration, including, but not limited to, the mutual covenants set forth in this Agreement, Trinity Metro and Sponsor agree as follows:

1. Bus Service

In accordance with its customary procedures and applicable law, Trinity Metro will operate the Dash circulator seven (7) days per week, every fifteen (15) minutes (subject to delays or interruptions caused by equipment malfunction or factors beyond Trinity Metro's reasonable control, including, traffic congestion, road or lane closures, and inclement weather), which

includes the use of four (4) electric buses equipped with WIFI and InfoTransit systems. The service hours at service initiation are Sunday – Thursday, 9:30 A.M. – 10:30 P.M. and Friday – Saturday 9:30 A.M. – 12:30 A.M. Revisions to schedules, if any, shall be made in a manner consistent with Trinity Metro's customary procedures, and Trinity Metro agrees to notify the Sponsor before implementing any material schedule changes. All equipment and personnel necessary to provide bus service will be supplied by Trinity Metro.

2. Bus-Stop Signs

Trinity Metro will install its standard bus stop signs at designated bus stops along the route, including additional stops that have been identified.

3. Passenger Shelters

Passenger shelters provide seating and protection from bad weather for customers and are particularly important to senior citizens, parents with small children, and persons with disabilities. The current passenger shelters will be available for passenger use along the route. Trinity Metro will maintain the physical shelter structure, including repair and painting as needed, as well as maintaining the grounds in and around the shelter, including emptying of trash.

4. Maintenance of Bus Stops and Bus Shelters

Trinity Metro will promote the Adopt-A-Stop program along the corridor, which is a litter reduction and prevention program sponsored by Trinity Metro. The purpose of the program is to attract public involvement from residential and community organizations, businesses, schools and individuals to maintain a litter-free environment system wide at bus stops and to ensure that the riders have an enjoyable experience. By adopting a bus stop, an organization commits to remove the litter and trash from their designated adoption area as well as preserving its aesthetic condition.

5. Marketing of Service

Marketing privileges associated with various levels of Dash circulator sponsorship are described on Schedule A attached to and hereby incorporated into this Agreement. Trinity Metro will bear expense for branding the Dash service and will incorporate the marketing of the Dash service into its overall marketing plan. Sponsor may market the Dash service, either individually and/or in conjunction with other Dash sponsors (collectively, with Sponsor, the "Dash Sponsors"), but Sponsor must obtain written approval from Trinity Metro to do so. Sponsor agrees to pay all expenses for such marketing, but will be entitled to such marketing as included in its specific sponsorship level.

6. Advertising

Beginning on the effective date of the Dash service, Trinity Metro agrees to place one standard size "reverse out" logo, size to be determined by Trinity Metro, from each Voltage, Amp, and Qualified Sponsor (each, an "entitled Sponsor") on the tail of each of the four Dash buses. If Sponsor is or becomes an entitled Sponsor, Sponsor grants Trinity Metro a royalty-free right to use and incorporate its logos for such purpose and in subsequent Trinity Metro advertising and marketing materials at Trinity Metro's discretion. Sponsor warrants to Trinity Metro that Sponsor

owns or has a license to any intellectual property rights associated with, or contemplated by the logos and Trinity Metro shall have the right to use the logos as described in this Agreement.

The thirty-six (36) month period commencing on the date Dash service is initiated is referred to in this Agreement as the "Sponsorship Period." An entitled Sponsor's logo will appear on a Dash bus until the expiration of the Sponsorship Period, as long as the entitled Sponsor's annual contribution is up to date. There will be no additional advertising on the exterior of the Dash buses during the Sponsorship Period.

Trinity Metro agrees to provide advertising space on Dash buses to each entitled Sponsors for 11-in. x 28-in. cab cards interior on each Dash bus during the Sponsorship Period, and Trinity Metro further agrees to pay for the fabrication and installation of these cab cards. Each entitled Sponsor agrees to pay for the design of the cab card and will supply final print ready files to Trinity Metro's VP of Marketing and Communications to facilitate approval, fabrication and installation.

Additionally, an entitled Sponsor may, at its own expense and subject to final approval of Trinity Metro, submit images to Trinity Metro's Vice President of Marketing and Communications for display on the Dash InfoTransit System. This arrangement will be according to financial contribution parameters, will extend only to the four Dash buses, and will not extend beyond three years after the effective date of this Agreement. Sponsor agrees to abide by the relevant portions of Trinity Metro's Advertising Policy, which impact this agreement; however, Trinity Metro reserves the right to approve all content.

Trinity Metro reserves the right to display other material on the Dash InfoTransit system as well as on Dash buses.

7. Cost of Services/Payment.

The total operations cost per year is \$1,411,605.00, and Trinity Metro agrees, subject to the availability of funds, to fund 75% (\$1,058,703.75) of the cost, and Dash Sponsors will pay 25% (\$352,901.25) to operate the Dash service during the Sponsorship Period. Sponsor's share of such \$352,901.25 is \$75,000.00, for an AMP Level Sponsorship payable in annual installments of \$25,000.00 (each, an "Annual Installment"). The funding model will also include a fixed fare that is in line with Trinity Metro's current fare structure. The fixed fare is revenue of Trinity Metro and is not shared with the Sponsor. Sponsor will make its first annual payment thirty days (30) in advance on the effective date of Dash bus services. Payment for subsequent years will be made thirty days (30) in advance of the effective anniversary date of the Dash services during the term of the agreement. Payments will be made to Trinity Metro at the following address: Trinity Metro, 801 Cherry Street, Suite 850, Fort Worth, Texas, 76102, Attention: Accounts Receivable. Subsequent Annual Installments will be paid thirty (30) days in advance of the anniversary date.

8. Term of Agreement; Extension; Adjustments to Charges; Termination.

a. Initial Term. The initial term of the Agreement will commence on the effective date of this Agreement and will continue until the expiration of the Sponsorship Period (the "Initial Term").

b. Renewal Term. Unless sooner terminated in accordance with this Agreement, after the Initial Term, this Agreement will renew annually for a 12-month renewal term (each a "Renewal Term"), provided that Sponsor has made its Annual Installment for the upcoming Renewal Term at least thirty (30) days before the commencement of that Renewal Term. If Sponsor fails to timely make such Annual Installment, this Agreement shall not renew unless Trinity Metro, in its sole discretion, consents to the renewal. Each Renewal Term will commence on next day after the expiration of the Initial Term or the just-expired Renewal Term, as applicable.

c. Termination Other Than for Cause. Sponsor may terminate this Agreement for any reason (or no reason) effective as of May 1 of any calendar year by giving Trinity Metro written notice of its intent to terminate, which notice must be given not earlier than January 1 nor later than April 15 of the year in which the termination is to be effective. Upon such termination, Sponsor's and Trinity Metro's respective rights and obligations under this Agreement shall cease (other than obligations, if any, that expressly survive the termination of this Agreement). In the event that Sponsor wishes to terminate this agreement in any manner other than as described in the preceding sentence, it may do so by giving Trinity Metro notice of its intent to terminate not less than thirty (30) days before the intended termination date, but in the event of such termination, Sponsor will be responsible for paying the full amount due by it under this Agreement for the remainder of the Initial Term and, if applicable, any Renewal Term.] Trinity Metro may terminate this agreement for any reason (or no reason) at any time by giving written notice of its intent to terminate at least thirty (30) days before the intended termination date.

d. Termination for Trinity Metro's Default. In the event that Trinity Metro fails to materially perform duties outlined in this agreement, at least 50% of the then current Dash Sponsors must submit written notice of default to Trinity Metro and allow a 60-day cure period. Trinity Metro must respond to Dash Sponsors by written notice within 10 business days after receipt of the notice with its intent to remedy. If Trinity Metro fails to remedy a default in 60 days, then Sponsor may terminate this agreement.

9. Dispute Resolution.

The Parties agree to make a good faith effort to resolve, through informal discussions, any disagreement or other dispute between them in connection with this Agreement (a "Dispute"). If a Dispute cannot be resolved through informal discussions, before seeking an alternative remedy, either Party must submit a written complaint to the other Party setting out the basis of the complaint and a proposed resolution to the Dispute. The Party receiving the complaint must respond in writing within twenty-one (21) days, by accepting the proposed resolution, rejecting the proposed resolution, or proposing an alternative resolution to the Dispute. If the proposed resolution is rejected, the Parties may seek alternative remedies as they deem appropriate. If an alternative resolution is proposed, the recipient of that alternative proposal shall within twenty-one (21) days after receipt either accept the alternative or reject it. If it is rejected, the Parties may seek alternative remedies as they deem appropriate. Subject to the procedure outlined in this section, both Parties will have all legal remedies allowed to them by applicable law. The provisions of this section are strictly limited in scope to serve as a prerequisite to the enforcement of remedies under this Agreement. Failure by either Party to raise a Dispute through this process shall not constitute waiver or acceptance of an alleged violation of this Agreement.

10. Force Majeure.

Each Party will be excused from the performance of any of its obligations hereunder, except obligations involving the payment of money, during the time when such nonperformance is caused by fire, earthquake, flood, explosion, wreck, casualty, labor strike, unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, embargo, war, extreme and violent weather conditions, inability to obtain labor, materials or supplies, or any other similar cause beyond the nonperforming Party's reasonable control, provided the nonperforming Party gives notice to the other Party within ten (10) days following the nonperforming Party's knowledge of such event, setting forth the facts giving rise to such nonperformance and the number of days of expected to elapse until performance can be resumed in accordance with this Agreement.

11. No Third-Party Rights.

a. SPONSOR AND TRINITY METRO AGREE THAT NEITHER IS THE AGENT, SERVANT, OFFICER, AND/OR EMPLOYEE OF THE OTHER AND, THAT NOTHING IN THIS AGREEMENT CREATES, GRANTS, OR ASSIGNS RIGHTS OR RESPONSIBILITIES TO ACT AS A JOINT VENTURER, PARTNERSHIP, OR AGENT TO THE OTHER, OR CREATES A JOINT ENTERPRISE.

b. SPONSOR AGREES AND ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT GRANT ANY EXCLUSIVE RIGHTS TO SPONSOR AND SPONSOR AGREES AND ACKNOWLEDGES THAT TRINITY METRO MAY CONTRACT WITH ANY OTHER PERSONS OR ENTITIES FOR THE SAME OR SIMILAR SERVICES.

c. Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Agreement are for the exclusive benefit of the Parties hereto and no other person or entity will have any right or claim against either Party by reason of any of these terms and provisions or be entitled to enforce those terms and provisions against either Party.

12. Miscellaneous.

a. Notices. Notices sent pursuant to this Agreement will be deemed to have been delivered upon the earlier of (a) the recipient's acknowledgement of its receipt of hand delivery to the following address or (b) three (3) days after having been placed in the United States mail, first class mail, prepaid, and addressed as follows:

To: Trinity Metro
801 Cherry Street
Suite 850
Fort Worth, TX 76102
Attention: Wayne Gensler, COO/VP of Bus and Paratransit

To the Sponsor: University of North Texas Health Science Center
3500 Camp Bowie
Fort Worth, TX 76107
Attention: Office of Brand and Communication

b. Severability. If any part, term or provision of this Agreement is judicially determined to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid or illegal.

c. Entire Agreement. This Agreement comprises the complete understanding between the Parties regarding the matters hereunder. All earlier agreements are superseded by this Agreement. Except as set forth in Section 12.b., no subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless contained in a written amendment executed by the Parties.

d. Captions and Headings. Captions and headings are for convenience only and will not be construed so as to define or limit the terms and provisions hereof.

e. Successors; Assignment. This Agreement shall inure to the benefit of and shall be binding upon each Party's successors and assigns, except that neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party.

f. Applicable Law; Venue. This Agreement shall be governed by and interpreted under the laws of the State of Texas. Venue as to any Dispute, claim, or litigation with regard to this Agreement shall lie in Tarrant County, Texas.

g. Approval Contingency. This Agreement is contingent, and will become effective only, upon approval by the Board of Directors of Trinity Metro.

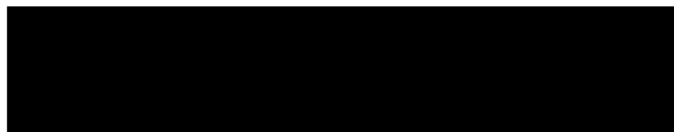
The Parties Hereby Acknowledge that they have read and understand this Agreement, and agree to be bound by all of the provisions, terms and conditions specified herein.

In Witness Whereof, and intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

**TRINITY METRO
FORT WORTH TRANSPORTATION AUTHORITY**

Date:

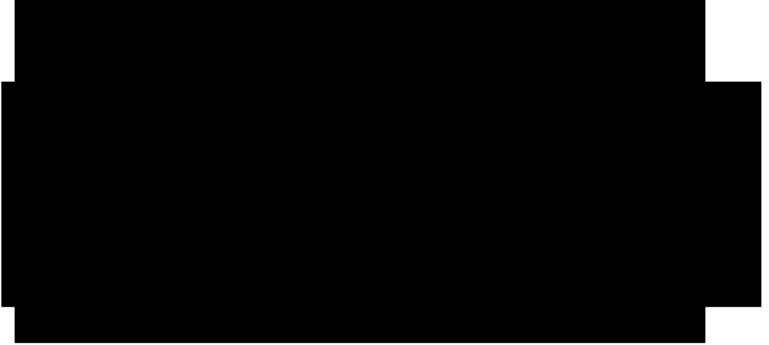
8.6.2019, 2019



**SPONSOR: UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER**

Date:

5/28/2019, 2019



Schedule A

DASH SPONSORSHIP LEVELS***Voltage Sponsor*****\$50,000**

- Category exclusivity
- Logo recognition on Dash schedule each year
- Exterior reverse out logo displayed on tail of each Dash bus
- Name recognition on promotional efforts for the Dash, including:
 - o Dash schedule
 - o Trinity Metro sales collateral
 - o External communications and media release for launch event
 - o Right to place "Proud sponsor of the Trinity Metro Dash" on all marketing materials produced by organization
- Display up to eight still images per hour on each Dash bus Infotransit System during operating hours. +
- Two cab cards inside each Dash bus per year with four artwork changes per year. **+
- One promotional event per year, to be approved by Trinity Metro.
- Placement of one promotional material on bus information rack inside each Dash bus per year. ^
- Social media recognition on Trinity Metro's Facebook and Twitter accounts throughout the year.
- Recognition as Signature sponsor of the Dash at the launch event:
 - o Logo placement on one event giveaway, with opportunity to provide additional marketing collateral for swag bags
 - o Announcement at launch event of signature sponsor
 - o Logo placement on launch event program
- Recognized as an original Dash sponsor with interior plaque on each Dash bus during sponsorship years.

**Effective for three years from Effective Date*

+ Artwork will be supplied by Sponsor and approved by Trinity Metro.

*** Sponsor must provide print ready artwork to Trinity Metro. Trinity Metro will bear cost of production and installation.*

^Sponsor must pay for design and production of material, to be approved by Trinity Metro.

Amp Sponsor***\$25,000**

- Category exclusivity
- Exterior reverse out logo to be displayed on tail of each Dash bus.
- Name recognition on promotional efforts for the Dash, including:
 - o Trinity Metro sales collateral
 - o External communications and media release for launch event
 - o Right to place "Proud sponsor of the Trinity Metro Dash" on all marketing materials produced by organization

- Display up to four still images per hour on each Dash bus Infotransit System during operating hours. +
- One cab card inside each Dash bus per year with two artwork changes per year. **+
- One promotional event per year, to be approved by Trinity Metro.
- Placement of one promotional material on bus information rack inside each Dash bus per year. ^
- Social media recognition on Trinity Metro's Facebook and Twitter accounts throughout the year.
- Recognition as sponsor of the Dash at the launch event:
 - o Announcement at launch event of sponsor
 - o Logo placement on launch event program
 Recognized as an original Dash sponsor with interior plaque on each Dash bus during sponsorship years.

**Effective for three years from Effective Date*

+ Artwork will be supplied by Sponsor and approved by Trinity Metro.

*** Sponsor must provide print ready artwork to Trinity Metro. Trinity Metro will bear cost of production and installation.*

^Sponsor must pay for design and production of material, to be approved by Trinity Metro.

Charging Sponsor

\$10,000

- Exterior reverse out logo to be displayed on tail of each Dash bus.
- Name recognition on promotional efforts for the Dash, including:
 - o Trinity Metro sales collateral
 - o External communications and media release for launch event
 - o Right to place "Proud sponsor of the Trinity Metro Dash" on all marketing materials produced by organization
- Display up to two still images per hour on each Dash bus Infotransit System during operating hours. +
- One cab card inside each Dash bus per year with one artwork change per year. **+
- One promotional event per year, to be approved by Trinity Metro.
- Joint placement of one promotional material (with all other Charging level sponsors) on bus information rack inside each Dash bus per year. ^
- Recognition as sponsor of the Dash at the launch event:
 - o Logo placement on launch event program
- Recognized as an original Dash sponsor with interior plaque on each Dash bus during sponsorship years.

**Effective for three years from Effective Date*

+ Artwork will be supplied by Sponsor and approved by Trinity Metro.

*** Sponsor must provide print ready artwork to Trinity Metro. Trinity Metro will bear cost of production and installation.*

^Sponsors must pay for design and production of material, to be approved by Trinity Metro.

Plug-in Sponsor

\$5,000

- Name recognition on promotional efforts for the Dash, including:
 - o Media release for launch event
 - o Right to place "Proud sponsor of the Trinity Metro Dash" on all marketing materials produced by organization
- Recognition as a sponsor of the Dash at launch event:
 - o Organization name on launch event program
- Recognized as an original Dash sponsor with interior plaque on each Dash bus during sponsorship years.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** ("University") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University's purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

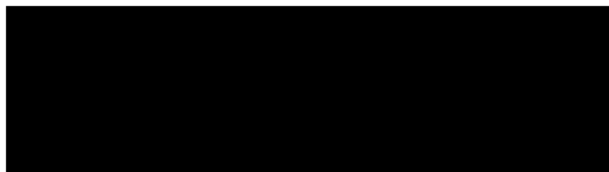
Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph

within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

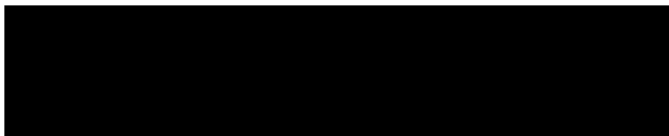
VENDOR



Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH



Date: 07/26/2019

HSC Contract # 2019-0619

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.