
Dallas Area Rapid Transit
6:00 P.M. BOARD OF DIRECTORS' MEETING
Tuesday, July 8, 2025 – Board Room
1401 Pacific Ave., Dallas, Texas 75202

General Items:

1. Pledge of Allegiance
2. Approval of Minutes: June 24, 2025
3. This item will be discussed at the Committee-of-the-Whole meeting only.
4. Public Comments – Agenda Item Specific
Public Comments will be limited for up to two (2) minutes

Consent Items:

Administration:

5. +Approval of Contract for Medicare Advantage PPO Plan for Retiree Medical Benefits (Mark C. Enoch/Rosa Medina-Cristobal)
6. + Approval of Contract Modification to Increase Funding for Life and Accidental Death and Dismemberment Insurance Coverage for DART Employees, Retirees, and Their Eligible Dependents (Mark C. Enoch/Rosa Medina-Cristobal)
7. +Approval of a Second Interlocal Agreement between Dallas Area Rapid Transit and STAR Transit for GoPass® Application Licensing (Mark C. Enoch/Jamie Adelman)
8. +Approval of Contract for Annual Maintenance of Enterprise Data Integration Tool (Mark C. Enoch/Jamie Adelman)

Operations:

9. +Approval of Contract Modification for Fiber-Optic Cable Installation (M. Nathan Barbera/James Joyce)
10. +Approval of Contract for Ultrasonic Rail Testing Services (M. Nathan Barbera/James Joyce)
11. +Approval of Contract Modification for Inspection, Certification, and Repair of DART's Fire Systems (M. Nathan Barbera/James Joyce)
12. +Approval of Contract Modification to Increase Funding for Commuter Rail Equipment Overhaul Work (M. Nathan Barbera/James Joyce)

Development:

13. +Approval to Sell Surplus Properties Located in Dallas County to the Highest Bidder (Patrick J. Kennedy/Dee Leggett)



Individual Items:

Budget and Finance:

14. This item will be discussed at the Committee-of-the-Whole meeting only.

Development:

15. This item will be discussed at the Committee-of-the-Whole meeting only.
16. This item will be discussed at the Committee-of-the-Whole meeting only.

Administration:

17. Election of Assistant Secretary (Gary A. Slagel)

General Items:

18. Public Hearing for Potential 2026 Service and Fare Changes
Public Comments will be limited for up to two (2) minutes

Other Items:

19. Public Comments – General
Public Comments will be limited for up to two (2) minutes
20. This item will be discussed at the Committee-of-the-Whole meeting only.
21. Adjournment

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

The Dallas Area Rapid Transit Board of Directors may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues, under Section 551.072, Deliberation Regarding Real Property for real estate issues. or under Section 551.074 for Personnel matters, or under Section 551.076 or 551.089 for Deliberation Regarding deployment or implementation of Security Personnel or devices arising or regarding any item listed on this Agenda.

This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please contact Community Engagement at 214-749-2721, 48 hours in advance.

MINUTES
DALLAS AREA RAPID TRANSIT
BOARD OF DIRECTORS
June 24, 2025

The Dallas Area Rapid Transit **Board of Directors'** meeting came to order on **Tuesday, June 25, 2025, at 6:50 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Board Chair Slagel presiding.

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

City of Dallas

D'Andrala D. Alexander
Randall B. Bryant – **Board Vice Chair**
Carmen Garcia
Flora M. Hernandez – **Assistant Secretary**
Patrick J. Kennedy
Michele Wong Krause
Maureen Milligan

City of Garland

Marc C. Abraham

City of Irving

Rick H. Stopfer

City of Plano

Anthony Ricciardelli

Cities of Carrollton and Irving

Doug S. Hrbacek

Cities of Cockrell Hill and Dallas

Enrique A. MacGregor

Cities of Farmers Branch and Plano

M. Nathan Barbera – **Secretary**

Cities of Garland, Rowlett, and Glenn Heights

Mark C. Enoch

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

Gary A. Slagel – **Board Chair**

Flora M. Hernandez, Marc C. Abraham, and Mark C. Enoch were absent.

General Items

1. **Pledge of Allegiance**

The pledge was conducted.

2. **Approval of Minutes: May 27, 2025**

Director MacGregor moved to accept the May 27, 2025, Board of Directors’ meeting Minutes into the record as written.

Vice Chair Bryant seconded, and the Minutes were accepted as written unanimously.

3. **This item will be discussed at the Committee-of-the-Whole meeting only.**

4. **Recognition of Former Board Members**

The Board recognized former Board members, D’Andrala D. Alexander and Flora M. Hernandez for their outstanding leadership and tenure on the DART Board of Directors, noting their individual leadership in different roles, including Assistant Secretary Hernandez as a Board Officer.

5. **Public Comments**

For complete details of each comment, please view the video at [DART.org/about/public-access-information/board-meetings-information](https://www.dart.org/about/public-access-information/board-meetings-information).

Speaker Name	City, State or Employee	Topic
Bernard Wade	DART Employee	General Comments – Opposed the 5% General Mobility Plan (GMP)
Phyllis Silver	Addison, TX	General Comments – Routes 235 and 239
Shyam Sundar Ganeshram	Frisco, TX	Item 17 – The budget is vital to DART’s operation
Mark Broadhurst	DART Employee	General Comments – Opposes the 5% GMP
Stanley Smalls	Amalgamated Transit Union (ATU)	General Comments – Pending Strike
Donnie Jolly	DART Employee	General Comments – Opposes the 5% GMP
Bryan Blanks	DART Employee	General Comments – Opposes the 5% GMP
Alexander Dunn	Dallas, TX	Item 20 – Supports expansion of service
Warren Peña	Plano, TX	Item 20 – Supports expansion of service
David Yaqubien	Grand Prairie, TX	Item 20 – Supports expansion of service
Latonia Walker	DART Employee	General Comments

Consent Items 6-18

Chair Slagel noted that Item 8, Authorization to Delegate Contracting Officer Authority, had been pulled to Individual items.

Director MacGregor made a motion to approve the Consent Agenda items, excluding Item 8.

Audit

6. Approval of FY 2026 Goals and Performance Measures for Chief Audit Officer

Moved to approve Resolution 250062, stating that:

Section 1: The FY 2026 goals and performance measures for Chris Koloc, Chief Audit Officer, included as Exhibit 1 to this Resolution, are hereby adopted and are to be used in evaluating Mr. Koloc's performance for FY 2026.

Section 2: Mr. Koloc has acknowledged receiving and has stated his agreement with the FY 2026 goals and performance measures as shown in Exhibit 1 to this Resolution.

Administration

7. Approval of a Second Interlocal Agreement between Dallas Area Rapid Transit and the Corpus Christi Regional Transportation Authority for GoPass® Application Licensing

Moved to approve Resolution 250063, stating that the President & Chief Executive Officer or her designee is authorized to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the Corpus Christi Regional Transportation Authority for licensing of the GoPass® mobile app for a base term of three years with two one-year options.

9. Approval of Contract for a Project Management Information System Software as a Service Subscription

Moved to approve Resolution 250065, stating that the President & Chief Executive Officer or her designee is authorized to award a five-year contract with no options for Project Management Information System Software as a Service Subscription with Kahua, Inc. [Contract No. C-2092515-01], for \$1,755,720, plus a contingency in the amount of \$50,000, for a total authorized amount not to exceed \$1,805,720.

10. Approval of FY 2026 Goals and Performance Measures for Board Administrator

Moved to approve Resolution 250066, stating that:

Section 1: The FY 2026 goals and performance measures for Jesse Salazar, Board Administrator, included as Exhibit 1 to this Resolution, are hereby adopted and are to be used in evaluating Mr. Salazar's performance for FY 2026.

Section 2: Mr. Salazar has acknowledged receiving and has stated his agreement with the FY 2026 goals and performance measures as shown in Exhibit 1 to this Resolution.

11. Approval of FY 2026 Goals and Performance Measures for General Counsel

Moved to approve Resolution 250067, stating that:

Section 1: The FY 2026 goals and performance measures for Gene Gamez, General Council, included as Exhibit 1 to this Resolution, are hereby adopted and are to be used in evaluating Mr. Gamez's performance for FY 2026.

Section 2: Mr. Gamez has acknowledged receiving and has stated his agreement with the FY 2026 goals and performance measures as shown in Exhibit 1 to this Resolution.

Operations

12. Approval of Contract for DART Police and Fare Enforcement Uniform Services

Moved to approve Resolution 250068, stating that the President & Chief Executive Officer or her designee is authorized to award a three-year contract with no options for DART Police and Fare Enforcement Uniform Services [Contract No. C-2089515-01] to Galls, LLC, for a total authorized amount not to exceed \$288,071.

13. Approval of Contract to Refurbish the South Oak Cliff Bus Operating Facility Bus Lifts

Moved to approve Resolution 250069, stating that the President & Chief Executive Officer or her designee is authorized to award a 120-day contract with no options for the refurbishment of the bus lift system at the South Oak Cliff Bus Operating Facility [Contract No. C-2088457-01] to BBM Railway Equipment, LLC, in the amount of \$520,778, plus a contingency for unanticipated expenses in the amount of \$50,000, for a total authorized amount not to exceed \$570,778.

14. Approval of Lease Agreement for Commuter Rail Equipment for 2026 FIFA World Cup Games

Moved to approve Resolution 250070, stating that the President & Chief Executive Officer or her designee is authorized to award a one-year lease agreement with no options for commuter rail vehicle equipment [Contract No. C-2093392-01] to Metropolitan Council (NorthStar), for an amount not to exceed \$1,927,570, plus a \$737,489 contingency for the additional lease of fleet, for a total authorized amount not to exceed \$2,665,059.

Development

15. Approval of Contract for SMU/Mockingbird Station Escalator Replacement

Moved to approve Resolution 250071, stating that the President & Chief Executive Officer or her designee is authorized to award a two-year contract with no options for the SMU/Mockingbird Station Escalator Replacement [Contract No. C-2084134-01] to Kone, Inc., for an amount not to exceed \$6,965,165, plus a contingency amount not to exceed \$1,065,000 for project phasing and unforeseen changes in the project, for a total authorized amount not to exceed \$8,030,165.

16. Approval of Contract Modification to Increase Contract Value for the Design-Build Contract for the Silver Line Regional Rail Project to Include Extended Overhead

Moved to approve Resolution 250072, stating that the President & Chief Executive Officer or her designee is authorized to increase the contract value for design-build services with Archer Western Herzog 4.0, Joint Venture, for the Silver Line Regional Rail Project, to include extended overhead in the amount of \$3,574,738, per the project's shared risk pool established in the Settlement Agreement, for a new contract

amount of \$1,497,942,463 and a total Board-authorized amount not to exceed \$1,542,015,414.

Vice Chair Bryant seconded, and the Consent Items were approved unanimously.

Individual Items

Administration:

8. Authorization to Delegate Contracting Officer Authority

After discussion, Director MacGregor moved to approve Resolution 250064, stating that the President & Chief Executive Officer or her designee is authorized to delegate contracting officer authority to the Sr. Contract Specialist Rosalinda Kohut, Contract Specialists Bobbie Travis and Audrey Hayes, and Procurement Specialist Kimberly Spinks.

Vice Chair Bryant seconded, and the motion was approved unanimously.

17. Approval of Amendments to DART Board Rules of Procedure

Vice Chair Bryant moved to approve Resolution 250073, stating that:

Section 1: Cover page of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 2: Table of Contents of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 3: Rule 5 of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 4: Dallas Area Rapid Transit Board Financial Disclosure Statement is amended to read as set out in Exhibit 1 to this resolution; and

Section 5: Rule 6 of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 6: Rule 7 of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 7: Rule 8 of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 8: Rule 10 of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 9: Rule 11 of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 10: Rule 13 of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 11: Rule 14 of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 12: Rule 18 of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

Section 13: Rule 20 of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and

- Section 14:** History of the DART Board Rules of Procedure is amended to read as set out in Exhibit 1 to this resolution; and
- Section 15:** Code of Ethical Conduct of the DART Board Rules of Procedure is amended to read as set out in Exhibit 2 to this resolution; and
- Section 16:** DART Board Member Conference/Meeting Report of the DART Board Rules of Procedure is amended to read as set out in Exhibit 6 to this resolution; and
- Section 17:** The amendments to Rules 7.2 and 7.6 are intended and shall be applied retroactive to January 1, 2025, with the same force and effect as if these amendments had occurred on that date.

Director Wong Krause seconded the motion.

Director MacGregor motioned to amend the main motion regarding Section 7, Rule 8.3, to not allow abstentions from voting if a board member is present at a meeting.

This motion died due to the lack of a second.

Director Ricciardelli motioned to amend the main motion regarding Section 9, Rule 11, specifically in section 11.6 to remove all edits beginning at the words, “be received,” through, “add an item must.”

Director Hrbacek seconded, and the amended motion failed as a result of a tie vote.

Director Ricciardelli motioned to amend the main motion regarding Section 6, Rule 7, in reference section 7.6, by adding a \$10K limit per year to business travel.

Director Hrbacek seconded, and the amended motion failed with Directors Ricciardelli, Hrbacek, Mayor Stopfer, and Secretary Barbera voting in favor.

Director MacGregor, as Vice Chair of the Administration Committee, restated the motion made by Vice Chair Bryant and seconded by Director Wong Krause.

The motion was approved by a majority vote with Directors Ricciardelli, Hrbacek, Mayor Stopfer, and Secretary Barbera opposing.

18 – 19 were discussed at the Committee-of-the-Whole only.

Development

20. Approval of Amendments to Board Policies III.07 DART Services Outside the Service Area and III.16 Site Specific Shuttle Service Policy

Director Kennedy moved to approve Resolution 250074, stating that:

Section 1: Board Policy III.07 DART Services Outside the Service Area Boundary will be amended, as shown in Exhibit 1 to the Resolution.

Section 2: Board Policy III.16 Site Specific Shuttle Service Policy will be amended, as shown in Exhibit 2 to the Resolution.

Vice Chair Bryant seconded

Director Milligan motioned to amend the main motion to insert language in place of the proposed deleted language of Policy III.07, section 3.03 as follows, “After the service is in full operation and the municipality or county has experienced the services provided, DART will engage with the municipality or county in preparing a transit system plan that would include short-term and long-term mobility goals. The transit system plan would provide a framework for pursuing a long-term partnership with

DART to utilize public transportation services that best benefits the municipality or county. The joint plan would identify estimated capital and operating costs and potential funding sources. The transit system plan should be reviewed and updated periodically to document progress towards long-term mobility goals.

Director Kennedy stated that he accepted her amended motion as a friendly amendment.

Vice Chair Bryant also accepted the friendly amendment since he seconded the main motion.

After discussion, the motion was approved by a majority vote with Director Hrbacek, Mayor Stopfer, and Secretary Barbera opposing, and Directors Ricciardelli and Wong Krause abstaining.

21. Approval to Rescind Obsolete Board Policies III.04 HOV Transitway Policy, III.10 Service Standards: Performance Measures, and III.11 Service Standards: Bus/Rail Interface Guidelines

Director Kennedy moved to approve a resolution, stating that the President & Chief Executive Officer or her designee is authorized to

Director MacGregor seconded, and the motion failed due to not reaching a two-thirds vote, with Directors Hrbacek, Ricciardelli, Mayor Stopfer and Secretary Barbera opposing.

22 – 24 were discussed at the Committee-of-the-Whole only.

Other Items

25. Public Comments

For complete details of each comment, please view the video at DART.org/about/public-access-information/board-meetings-information.

Speaker Name	City, State or Employee	Topic
John Mallon	Dallas, TX	General Comments – Opposed the 5% General Mobility Plan
Tammy Greenburg	Dallas, TX	General Comments – Routes 30 & 103; GoLink funding

26. This item will be discussed at the Committee-of-the-Whole meeting only.

27. Adjournment

There being no further business, the meeting adjourned at 8:06 p.m.

Josefina Chavira
 Assistant Board Administrator
 /jc



Agenda Report

Attachments: 1. Contract Award Analysis 2. D/M/WBE Details	Voting Requirements: Majority
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DATE: July 8, 2025

SUBJECT: Approval of Contract for Medicare Advantage PPO Plan for Retiree Medical Benefits

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a five-year contract with two, one-year options for a Medicare Advantage PPO Plan for retirees and their Medicare-eligible dependents [Contract No. C-2089922-01] to UnitedHealthcare Insurance Company, for a total authorized amount not to exceed \$8,894,732 (\$6,634,700 DART cost and \$2,260,032 Retiree cost).

FINANCIAL CONSIDERATIONS

- This contract for fully insured Medicare Advantage PPO Plan for Retiree Medical Benefits is included in the Agency-wide Benefits department's proposed FY 2026 Operating budget.
- Sufficient funding for this contract in the amount of \$8,894,732 is included in both the Agency-wide Benefits department's proposed FY 2026 Operating Expense budget and the Total Operating Expense line item of the proposed FY 2025 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this UnitedHealthcare Insurance Company contract is to provide medical coverage to eligible DART retirees for plan years 2026 - 2030.
- To join the UnitedHealthcare Medicare Advantage plan, the participant must have Medicare Part A and Part B. Participants assign their Medicare benefits (medical and drug coverage) to UnitedHealthcare to reduce premiums and obtain a higher level of benefits.
- Retiree healthcare costs are subsidized by DART. Retirees over 65 pay 20% of the premiums for healthcare and 50% for their covered dependents over 65 years of age.
- The UnitedHealthcare Insurance Company services would begin January 1, 2026, and expire December 31, 2030.
- Providing this service helps achieve Agency Strategic Goal 2: Culture of Contribution - Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth.

PROCUREMENT CONSIDERATIONS

- On March 14, 2025, a Request for Proposals (RFP) notification was sent to 3,074 firms for Retirees' Medical Coverage Services.
- This will be an Indefinite Delivery/Indefinite Quantity contract for a term of five years with two, one-year options.
- The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in December 2024 at 10% M/WBE participation.
- UnitedHealthcare Insurance Company, the prime contractor, has committed to some participation.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2089922**

Contract Information

- A. Description:** Medicare Advantage PPO Plan for Retiree Medical Benefits
- B. Contractor:** UnitedHealthcare Insurance Company
- C. Contract Number:** C-2089922-01
- D. Contract Amount:** Not to exceed \$8,894,732
- E. Contract Type:** Indefinite Delivery/Indefinite Quantity (ID/IQ)
- F. Performance Period/Term of Contract:** Five years from the Notice to Proceed
- G. Options Available:** Two, one-year options
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Issue Date:** March 14, 2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** April 21, 2025 @ 2:00 P.M. (Central Time)
- D. Proposals Received:** One
- E. Discussion of Proposal Evaluation Process:** The proposal was evaluated against the following criteria by a Source Evaluation Committee (SEC) appointed to conduct proposal evaluations:

Qualification and Administrative Services	300 Maximum Points
Network Access Services	100 Maximum Points
Benefits Provisions	200 Maximum Points
Retiree Medical RFP Questionnaire	100 Maximum Points
Price	<u>300 Maximum Points</u>
Total Points	1,000 Maximum Points

- F. Discussion of Unacceptable Proposals:** None
- G. Proposal Scoring:**

Firm Name	Base Price	Option 1	Option 2	Base + Option Pricing	Price Points (Max Points 300)	Technical Points (Max Points 700)	Total Points (Max Points 1,000)	Rank
UnitedHealthcare	\$8,894,732	\$3,724,988	\$4,881,224	\$17,500,944	300	685	985	1

UnitedHealthcare was evaluated and scored a total of 985 points out of 1,000 points. A survey of four potential proposers was conducted. DART received two responses stating they would not be bidding on the RFP no additional details provided.

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

I. Cost & Price Analysis: Prices are fair and reasonable based on historical pricing, Medicare rates, and comparison to the independent cost estimate (ICE).

J. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Yes

On-Site Inspection: N/A

Arithmetic Check: Yes

Verification of Offer: Yes

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

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

K. Protests Received: None

L. Determinations Required: N/A

Determination and Recommendation

UnitedHealthcare Insurance Company is a responsible offeror that achieved the highest score considering technical and price factors. They have the capacity to perform this contract and are recommended for award.

Approval of Contract for Medicare Advantage PPO Plan for Retiree Medical Benefits

M/WBE Considerations

The goal for this contract was established in December 2024 at 10% M/WBE participation. UnitedHealthcare Insurance Company, the prime contractor, has committed to some participation through utilization of the following certified firms:

WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Imaging Products Corp dba Buzz Print	Dallas, TX	White Female	Print Services	\$10,000	0.11%
Sonic Toothbrush dba Bailar LLC	Houston, TX	Asian Female	Promotional Items	\$70,000	0.79%

TOTAL WBE PARTICIPATION: \$80,000 0.90%*

NOTE: The goal is based on the not to exceed amount of \$8,894,732. If there are any changes to this amount, the original goal will apply.

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

Summary of EEO-1 Report

UnitedHealthcare Insurance Company is located in Eden Prairie, MN and employs 489 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	1	18	21	0	28	68	13.91%
FEMALES	15	158	75	2	171	421	86.09%
TOTAL	16	176	96	2	199	489	100%
PERCENTAGE	3.27%	35.99%	19.63%	0.41%	40.70%	100%	

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

Approval of Contract for Medicare Advantage PPO Plan for Retiree Medical Benefits

WHEREAS, DART provides Medicare Advantage plans for medical coverage for retirees and their Medicare-eligible dependents on a fully insured, at risk, contract basis; and

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

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

WHEREAS, funding for the contract is within the proposed FY 2026 Operating budget and proposed FY 2025 Budget and Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a five-year contract with two, one-year options for Medicare Advantage PPO Plan for retirees and their Medicare-eligible dependents [Contract No. C-2089922-01] to UnitedHealthcare Insurance Company for a total authorized amount not to exceed \$8,894,732 (\$6,634,700 DART cost and \$2,260,032 Retiree cost).

Approval of Contract for Medicare Advantage PPO Plan for Retiree Medical Benefits

Prepared by: /s/ Rosa Medina-Cristobal

Rosa Medina-Cristobal
Sr. Vice President and
Chief Human Resources Officer

/s/ Gene Gamez

Approved as to form: _____
Gene Gamez
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee
President & Chief Executive Officer



Agenda Report

Attachments: 1. Procurement Analysis 2. D/M/WBE Details	Voting Requirements: Majority
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DATE: July 8, 2025

SUBJECT: Approval of Contract Modification to Increase Funding for Life and Accidental Death and Dismemberment Insurance Coverage for DART Employees, Retirees, and Their Eligible Dependents

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification to increase funding for life and accidental death and dismemberment (AD&D) insurance plans for DART employees, retirees, and their eligible dependents [Contract No. C-2067778-01], with Securian Financial - Minnesota Life Insurance Company to increase the not-to-exceed amount by \$5,494,510 (\$1,358,062 DART cost for basic coverage and \$4,136,448 employee cost for supplemental life and supplemental AD&D insurance coverage), for a new total authorized amount not to exceed \$11,272,723.

FINANCIAL CONSIDERATIONS

- This contract modification to Increase Funding for Life and Accidental Death and Dismemberment Insurance Coverage for DART Employees, Retirees, and Their Eligible Dependents is included in the Agency-wide Benefits department's proposed FY 2026 Operating budget.
- Sufficient funding for this contract modification in the amount of \$5,494,510 is included in both the Agency-wide Benefits department's proposed FY 2026 Operating Expense budget and the Total Operating Expense line item of the proposed FY 2025 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- DART currently provides basic life insurance and AD&D insurance to DART employees. Basic coverage for life, as well as AD&D, is provided at one times the employee’s base annual salary (or a minimum of \$50,000, whichever is greater). Employees may purchase additional supplemental coverage for themselves, as well as their eligible dependents. Employees pay the entire cost of supplemental coverage.
- On July 12, 2022 (Resolution No. 220099), the Board approved a contract with Securian Financial - Minnesota Life Insurance Company for life and AD&D insurance plans for DART employees, retirees, and their eligible dependents, for a three-year base term and two, one-year options, expiring on December 31, 2027.

- The Board approved funding for the base years (2023 - 2025) for a total not to exceed \$5,778,213 (\$1,612,591 DART cost for basic coverage and \$4,165,622 employee cost for supplemental life and supplemental AD&D insurance coverage).
- The plan experienced an unexpected increase in claims in 2023 and 2024. DART had 38 claims with a loss ratio of 92.6%. The employee average age has also increased between 2022 and 2025, requiring a rate increase for the two, one-year options.
- Securian Financials' base year's (2023 - 2025) initial rate for Basic Life is 0.129. The initial rate proposed for the two, one-year options was 0.163, an increase of 26.4%. DART and our Benefits Consultant, Marsh McClellan Agency (MMA) negotiated a lower rate of 0.140. This is an annual Basic Life savings of \$73,563.
- Providing this service helps achieve Agency Strategic Goal 2: Culture of Contribution - Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is three years from the award date of January 1, 2023, and the contract provided for two, one-year options.
- The pricing for the exercise of the option years is fair and reasonable.
- The procurement analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in December 2021 at 10% M/WBE participation.
- Securian Financial - Minnesota Life Insurance Company, the prime contractor, has committed to meet the goal.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding
Modification No. 01**

Contract Information

- A. Contract Description:** Life and Accidental Death and Dismemberment (AD&D) Insurance Coverage for DART Employees, Retirees, and Eligible Dependents
- B. Contractor:** Securian Financial – Minnesota Life Insurance Company
- C. Contract Number:** C-2067778-01
- D. Contractual Action:** Increase Funding
- E. Current Contract Amount:** Not to exceed \$5,778,213
- F. Contract Modification Amount:** \$5,494,510
- G. New Contract Amount:** Not to exceed \$11,272,723
- H. Contract Type:** Indefinite Delivery/Indefinite Quantity (ID/IQ)
- I. Current Term of Contract/Performance Period:** January 1, 2023, through December 31, 2027
- J. Remaining Options Available:** None
- K. Price Considerations:** The initial contract award was based on full and open competition, and all proposals were evaluated inclusive of the option years' pricing.
- L. Negotiation Memorandum:** Available for review in the contract file.
- M. Determinations Required:** N/A
- N. Funding:** Local
- O. Determination of Responsibility:**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable:
Debarred/Suspended list: Not on the debarred /suspended list.

Determination and Recommendation

Securian Financial – Minnesota Life Insurance Company 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 Life and Accidental Death and Dismemberment (AD&D) Insurance Coverage for DART Employees, Retirees, and Their Eligible Dependents

M/WBE Considerations

The goal for this contract was established in December 2021 at 10% M/WBE participation. This contract modification of \$5,494,510 will increase the contract amount to \$11,272,723. Of the modification amount, \$549,451 has been committed to the following certified firm:

WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT
Curry Printing	Baltimore, MD	White Female	Printing, Promotional Items, Mailing, and Fulfillment	\$549,451

WBE PARTICIPATION (for this increase): \$549,451

For the entire contracting period, Securian Financial – Minnesota Life Insurance Company, the prime contractor, has committed to meet the M/WBE goal through the utilization of the following certified firm:

WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Curry Printing	Baltimore, MD	White Female	Printing, Promotional Items, Mailing, and Fulfillment	\$1,127,272	10.00%

TOTAL WBE PARTICIPATION: \$1,127,272 10.00%*

NOTE: The goal is based on the not to exceed amount of \$11,272,723. If there are any changes to this amount, the original goal shall still apply.

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

Summary of EEO-1 Report

Securian Financial – Minnesota Life Insurance Company is located in Saint Paul, MN and employs 5,349 individuals. The following is an analysis of their EEO-1 report:

	APPI	BLACK	HISPANIC	NATIVE AM.	WHITE	TWO OR MORE RACES	TOTAL	PERCENTAGE
MALES	189	153	102	8	1,632	57	2,141	40.03%
FEMALES	233	479	181	14	2,220	81	3,208	59.97%
TOTAL	422	632	283	22	3,852	138	5,349	100%
PERCENTAGE	7.89%	11.82%	5.29%	0.41%	72.01%	2.58%	100%	

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

Approval of Contract Modification to Increase Funding for Life and Accidental Death and Dismemberment Insurance Coverage for DART Employees, Retirees, and Their Eligible Dependents

WHEREAS, DART currently provides basic life insurance and AD&D insurance to DART employees. Basic coverage for life, as well as AD&D, is provided at one times the employee's base annual salary (or a minimum of \$50,000, whichever is greater). Employees may purchase additional supplemental coverage for themselves, as well as their eligible dependents. Employees pay the entire cost for supplemental coverage; and

WHEREAS, on July 12, 2022 (Resolution No. 220099), the Board approved a contract with Securian Financial - Minnesota Life Insurance Company for life and accidental death and dismemberment (AD&D) insurance plans for DART employees, retirees, and their eligible dependents, for a three-year base term and two, one-year options; and

WHEREAS, the Board approved funding for the base years (2023 - 2025), for a total not to exceed \$5,778,213 (\$1,612,591 DART cost for basic coverage and \$4,165,622 employee cost for supplemental life and supplemental AD&D insurance coverage); and

WHEREAS, the proposed funding increase is fair and reasonable based on DART's demographics and claims loss experience; and

WHEREAS, funding for this contract modification is within the proposed FY 2026 and proposed FY 2025 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a contract modification for life and accidental death and dismemberment (AD&D) insurance plans for DART employees, retirees, and their eligible dependents with Securian Financial - Minnesota Life Insurance Company [Contract No. C-2067778-01], to increase the not to exceed amount by \$5,494,510 (\$1,358,062 DART cost for basic coverage and \$4,136,448 employee cost for supplemental life and supplemental AD&D insurance coverage), for a new total authorized amount not to exceed \$11,272,723.

Approval of Contract Modification to Increase Funding for Life and Accidental Death and Dismemberment Insurance Coverage for DART Employees, Retirees, and Their Eligible Dependents

Prepared by: /s/ Rosa Medina-Cristobal

Rosa Medina-Cristobal
Sr. Vice President and
Chief Human Resources Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ Nadine S. Lee

Nadine S. Lee
President & Chief Executive Officer



Agenda Report

Committee-of-the-Whole

**Voting Requirements:
Majority**

DATE: July 8, 2025

SUBJECT: Approval of a Second Interlocal Agreement between Dallas Area Rapid Transit and STAR Transit for GoPass® Application Licensing

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

- This ILA will generate revenue for DART in partnership with Kuba Denmark ApS (Kuba). DART has a contractual relationship with Kuba, and Kuba develops, maintains, and hosts the system and provides support services as defined in the service level agreement (SLA).
- As detailed in the ILA, STAR Transit’s payments for GoPass licensing total approximately \$242,936 over five years, including \$175,000 in licensing fees and a 2% revenue share fee projected at about \$7,936. Per DART’s agreement with Kuba, DART and Kuba receive \$78,968 and \$163,968, respectively.

BUSINESS PURPOSE

- GoPass is a nationally recognized mobile ticketing and scheduling application in use by 13 transit agencies across the U.S. Enhancements have been made that enable GoPass to function as a multi-regional platform without detriment to product quality for DART riders.
- On September 8, 2020 (Resolution No. 200093), the Board authorized an ILA with STAR Transit to license the GoPass mobile app for an initial term of three years with automatic one-year renewals. The initial term ended in August 2023, and the ILA was renewed for two successive one-year terms, the last of which expires in August 2025. This new ILA incorporates updated terms and pricing.
- The purpose of this agreement is to sub-license the GoPass platform to STAR Transit on a tenant basis. The ILA has a three-year term with two, one-year options that are automatically exercised unless the ILA is otherwise terminated.
- The ILA also includes optional features and on-demand work that STAR Transit may activate at any time within the term. DART will prorate any additional costs for those options to align with an annual billing schedule.

- Ongoing licensing and maintenance fees from STAR Transit will support GoPass' successful continued operation by covering expenses incurred by DART, including hosting, maintenance, and SLA licensing costs.
- Approval of this item supports Agency Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first-in-mind.

LEGAL CONSIDERATIONS

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

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

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

**Approval of a Second Interlocal Agreement between Dallas Area Rapid Transit and STAR
Transit for GoPass® Application Licensing**

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

WHEREAS, on September 8, 2020 (Resolution No. 200093), the Board authorized an interlocal agreement (ILA) with STAR Transit to license the GoPass mobile app for an initial term of three years with automatic one-year renewals; and

WHEREAS, the initial term ended in August 2023, and the ILA was renewed for two successive one-year terms, the last of which expires in August 2025; and

WHEREAS, DART and STAR Transit have entered discussions for a new ILA to incorporate updated terms and pricing; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with STAR Transit for licensing of the GoPass® mobile app for a base term of three years with two one-year options.

**Approval of a Second Interlocal Agreement between Dallas Area Rapid Transit and STAR
Transit for GoPass® Application Licensing**

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

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

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

INTERLOCAL AGREEMENT FOR GOPASS SUBSCRIPTION AND LICENSE

This agreement (“Agreement”) is between STAR TRANSIT (STAR TRANSIT), located at (500 Industrial Blvd. P O Box 703, Terrell, TX 75160) and Dallas Area Rapid Transit (“DART”), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas TX 75202 (each herein referred to as a “Party” and collectively referred to as the “Parties”). The Agreement governs STAR TRANSIT’s Use (defined below) of a certain mobile ticketing application, generally referred to as “GoPass®”, limited as set forth herein.

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

WHEREAS, STAR TRANSIT desires, under the terms of this Agreement to access and utilize the System; and

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

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

1. **DEFINITIONS.**

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

- i. “Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and any other modifications to the System and backup copies of the related software.
 - j. “Use” or “Using” means to download, install, activate, access, or otherwise use the System.
2. **ACCEPTANCE OF TERMS.** By signing this Agreement, STAR TRANSIT agrees to be bound by the terms of the Agreement. The undersigned signatories on behalf of STAR TRANSIT and DART represent he or she has signing authority. If the undersigned does not have such authority, STAR TRANSIT may not Use the System provided by DART in any way, it may not be installed or downloaded, and it must be returned to DART in accordance with the notice provision here within three (3) days of the date STAR TRANSIT received the software.
3. **LICENSE. CONDITIONS. AND OWNERSHIP.**
 - a. Subject to payment of the License Fees (defined below) set forth in Exhibit A, attached hereto and incorporated herein for all purposes, as well as compliance with this Agreement, DART grants STAR TRANSIT a limited, non-exclusive, non-sublicensable, and non-transferable license to Use the System as set forth herein and solely for STAR TRANSIT’s internal operations, in accordance with the Documentation, and within STAR TRANSIT’s existing service area. STAR TRANSIT is solely responsible for the consequences of STAR TRANSIT’s Use including, without limitation, obtaining any, and all permits, licenses and other regulatory or other approvals required for such Use. STAR TRANSIT hereby accepts all responsibility for such Use at STAR TRANSIT’s sole risk. The System software provided to STAR TRANSIT hereunder may contain open-source software, subject to separate license terms made available with the software or Documentation.
 - b. STAR TRANSIT’s license is valid solely for the Term or period of time specified below in Section 14 hereof. STAR TRANSIT’s right to Use the System software begins on the date the software is made available to STAR TRANSIT for download or installation and continues until the end of the Term set forth below, unless otherwise terminated earlier under this Agreement or otherwise.
 - c. STAR TRANSIT is solely responsible for: (a) selecting the appropriate software and equipment for use in STAR TRANSIT’s operations; (b) properly installing and configuring any System software provided under this Agreement; (c) testing the Application to verify that, when used separately or as part of STAR TRANSIT’s operations, the Application and the System software provided operate as intended and according to the Documentation; and (d) ensuring that the System and software provided meets STAR TRANSIT’s requirements. STAR TRANSIT assumes all risks arising from its evaluation of the System, related software and Documentation.
 - d. The license granted hereunder is conditioned upon STAR TRANSIT’s payment to DART when due of the then-current one-time and recurring fees (individually, a “Fee” and collectively “Fees”) as well as any other applicable fees (all Fees dues hereunder, collectively “License Fees”) for the license granted herein, as set forth in Exhibit A.
 - e. Upon termination of the SLA for the software provided, and in the absence of an

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

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

- f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the System; or
- g. take or permit any act that would in any way impair the rights of DART and Kuba in the System.

6. **DART RESPONSIBILITIES.**

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

7. **STAR TRANSIT RESPONSIBILITIES.**

- a. **Communication.** STAR TRANSIT shall identify a project representative to coordinate all communication with DART regarding this Agreement.
- b. **Back Office.** To the extent currently available, and as may be further available during the Term of this Agreement, STAR TRANSIT shall be responsible for modifying STAR TRANSIT's user interfaces that are available for sale in the App using tools available

in the Back Office. It shall be STAR TRANSIT's responsibility to ensure that the data entered is accurate, either by direct data entry when available to STAR TRANSIT, or by consistent and diligent review when direct data entry is not available to STAR TRANSIT. DART assumes no responsibility for the accuracy of STAR TRANSIT's data.

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

8. **WARRANTY.**

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

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

9. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** In no event will DART and Licensor be liable for the following, regardless of the theory of liability, or whether arising out of the Use or inability to Use the System, System software, contract, warranty, tort (including negligence), product liability or: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. DART and Licensor also disclaims any and all responsibility for costs that may be incurred by STAR TRANSIT resulting from downtime of the Payment Service Provider's services. Liability, if any, of DART, Licensor, its affiliates, officers, directors, employees, agents, suppliers, and licensors collectively, to STAR TRANSIT, whether based in warranty, contract, tort (including any level of negligence), or any other theory, if available at all, shall not exceed the License Fees paid by STAR TRANSIT to DART in the twelve (12) months preceding the claim. This limitation of liability is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law. DART in no way intends to

nor shall be deemed to herein or by performing hereunder to have waived any governmental immunity, defenses or limitations on liability available to DART under Texas or any other applicable law. STAR TRANSIT HEREBY ACKNOWLEDGES AND AGREES THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EXHIBITS AND THE PRICES AND OTHER CHARGES CONTEMPLATED HEREIN, ARE BASED UPON THE LIMITED WARRANTY, LIMITATIONS OF LIABILITY, DISCLAIMERS AND INDEMNIFICATION PROVISIONS SET FORTH HEREIN, AND THAT DART WOULD NOT HAVE ENTERED INTO THIS AGREEMENT OR GRANTED STAR TRANSIT THE RIGHTS SET FORTH HEREIN IN THE ABSENCE OF ANY OF THESE PROTECTIONS AND PROVISIONS.

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

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

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

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

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

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

14. **TERM AND TERMINATION.** This Agreement shall commence on the date it is last executed by a Party and shall remain effective for three (3) years thereafter (“Initial Term”), unless earlier terminated as set forth herein. At the end of the Initial Term this Agreement will automatically renew for two (2) additional one (1) year terms (each a “Renewal Term”) unless earlier terminated as set forth herein. Either Party may terminate this Agreement at any time by providing six (6) months advance written notice to the other Party. This Agreement will terminate at DART’s discretion and upon written notice from DART if STAR TRANSIT breaches its terms, or if STAR TRANSIT fails to pay any portion of the License Fees as required herein and STAR TRANSIT fails to cure that breach or non- payment within sixty (60) days of written notice of breach or non-payment. Upon termination of this Agreement and/or the license grant, STAR TRANSIT shall cease Use of the System and shall destroy all copies of System software in STAR TRANSIT’s possession or control.
15. **TRANSFERABILITY.** This Agreement may not be assigned without the prior written consent of the other Party, which may be withheld for any reason. Notwithstanding the foregoing, either Party may transfer this Agreement, upon reasonable, and no less than thirty days, advance written notice to the other Party, to a wholly owned-subsi-diary of the transferring Party; and DART may transfer this Agreement to a party approved by the DART Board of Directors.
- STAR TRANSIT may not transfer or assign these license rights to another person or entity without DART’s advance written approval. Any attempted transfer or assignment in violation of the foregoing shall be void and of no effect.
16. **SURVIVAL.** Sections 3(f), 5, 8, 9, 10, 13, 15, 17,18, 19, 20, 21, 22, and 23 shall survive termination or expiration of this Agreement.
17. **CONFIDENTIALITY.** Subject to applicable statutory requirements, including any legal requirements under the Texas Public Information Act and any other applicable open records requirements, each Party shall keep such Confidential Information provided by the other confidential and shall not use the Confidential Information for the benefit of any third party or in violation of the terms of this Agreement. Except as required by applicable law, STAR TRANSIT shall not disclose such information to any other person or entity, except to employees who require access to such information in order to use the System as contemplated herein, and then only after obtaining an agreement from said employees to keep the Confidential Information confidential to the same extent as required herein. STAR TRANSIT may only use the Confidential Information as necessary to exercise the rights expressly granted hereunder. Subject to applicable law, including applicable records retention requirements, upon expiration or termination of this License, Each Party shall destroy all Confidential Information learned or received from the other and provide written certification of same signed by an officer of that Party. Except when disclosure is required by law each Party shall be responsible for ensuring that any third party receiving Confidential Information from such Party shall comply with the confidentiality and non-disclosure terms herein and shall be responsible for any breach thereof by any third party. Any breach of the provisions of this Section is a breach of this Agreement and may cause irreparable harm to the non-breaching Party who shall be entitled to receive injunctive or equitable relief, in addition to all other available legal remedies.
18. **RELEASE.** STAR TRANSIT hereby unconditionally and irrevocably releases and

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

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

26. **NOTICES.** Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the Party's address as set out below:

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

STAR TRANSIT: Star Transit
500 Industrial Blvd.
P O Box 703
Terrell, TX 75160
Attention: Executive Director

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

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

DALLAS AREA RAPID TRANSIT

STAR TRANSIT

By: _____
Nadine S. Lee
President & Chief Executive Officer

By: _____
Tommy Henricks
Executive Director

Date: _____

Date: _____

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

- Exhibit A Pricing & Feature Scope
- Exhibit B Token Sharing Agreement
- Exhibit C Service Level Agreement

DART and STAR TRANSIT ILA Agreement

Exhibit A: Pricing & Feature Scope

GoPass Application Services - Delivery

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

Setup and Implementation Fees

GoPass Tenant Application
-Setup and Implementation Fee Activation: **Setup: \$0**

Contractor Transactional Fees

Revenue Share Fee **2%**

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

Operational Fees and Charges

Hosting Fees **Annual: \$35,000**

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

Credit Card Interchange Fees and Gateway Fees **3% Surcharge**

Credit card interchange fees and gateway fees will be incurred if DART processes transactions on behalf of STAR TRANSIT. Once DART transitions to new PSP in May 2025, these fees will be directly incurred by sub-licensees, and DART will cease collecting the surcharge)

Optional Extension Years

This agreement may be extended in one-year increments on an annual basis with the mutual written consent of both STAR TRANSIT and DART. The following fees will apply at the same rates as the base contract for optional extension years:

Contractor Transactional Fees

2% Revenue Share

Hosting Fees

Annual: \$35,000

Credit Card Interchange Fees and Gateway Fees

3% Surcharge

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

Standard Features Included

- Trip Planning – Live Journeys, Routes, Stops
- Buy Passes – Local & Regional (*as requested*) Fare Structure
- GoPass Wallet
- Rider Service Alerts
- Affiliate Partner Program - Standard
- Events & Points of Interest – Standard
- Incomm Retail Integration – Cash-to-Mobile

These features are included as standard within STAR TRANSIT GoPass instance as described in the pricing summary sheet.

Optional Features & On-Demand Work

Requested Features

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

Microtransit Integration

Activation Fee & Setup of Zones	Activation: \$0
Maintenance Cost for Service Integration	Annual: \$12,000

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

Setup & Hosting, Subtotal: \$35,000
Options Subtotal: \$12,000
Total Year 1 estimate: \$47,000

Available Features

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

Paratransit Integration

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

Development:
Activation:
Annual:

Currently only available with RideCo. Spare and Via are in development or consideration by existing partner agencies.

Premium SLA Enhanced Support

Activation:
Annual:

Affiliate Partner Program – Self-Enrollment

One-time, Shared Development Fee

Development:
Activation:
Annual:

Elerts See Something SDK Integration

Activation:
Annual:

Trip Planner Website Tool Only

Activation:
Annual:

Ticketing Website Tool Only

Activation:
Annual:

Trip Planner + Ticketing Website Tools

Activation:
Annual:

Additional Language Translations

Activation:
Annual:

Real-Time Crowding / APC Data Integration

Activation:
Annual:

Events w/ 3rd Party Ticket Sales

One-time, Shared Development Fee

**Development:
Activation:
Annual:**

Genfare Barcode Integration

**Activation:
Annual:**

Incomm Retail Integration

**Activation:
Annual:**

Fare Inspection App

**Activation:
Annual:**

Extra GTFS Feed

**Activation:
Annual:**

Additional Work Fees on On-Demand Basis

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

Vendor Hourly Rate

Hourly: \$200

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

STAR TRANSIT ILA Agreement – Exhibit B – STAR TRANSIT Token Sharing Agreement

This agreement (“Agreement”) is between the STAR TRANSIT (STAR TRANSIT), located at ADDRESS and Dallas Area Rapid Transit (“DART”), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas TX 75202 (each referred to as a “Party” and collectively referred to as the “Parties”). The Agreement governs the STAR TRANSIT’s public transportation provider, STAR TRANSIT, Use (defined below) of a certain mobile ticketing application, generally referred to as “GoPass®”, limited as set forth herein

WHEREAS, the Parties have entered an Interlocal Agreement dated simultaneously herewith to provide mobile ticketing services to allow STAR TRANSIT to access and utilize GoPass mobile ticketing products; and

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

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

1.00 DEFINITIONS

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

2.00 SHARING OF TOKENS

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

3.00 RIGHTS IN DATA

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

- 3.02. Upon termination of this Agreement, the Parties shall delete any and all Tokens and records of Tokens from storage and use and the Parties shall no longer be entitled to use such Tokens for any purpose.

4.00 **TERM, WITHDRAWAL AND TERMINATION**

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

5.00 **MISCELLANEOUS PROVISIONS**

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

time following the termination of this Agreement, shall survive termination.

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

DALLAS AREA RAPID TRANSIT

STAR TRANSIT

By: _____
Nadine S. Lee
President & Chief Executive Officer

By: **Tommy Henricks**
Executive Director

Date: _____

Date: _____

STAR TRANSIT ILA Agreement – Exhibit C – Service Level Agreement

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1.00 PURPOSE

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

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

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

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

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

2.00 SERVICE LEVELS

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

Table 1 Service Levels

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

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

STAR TRANSIT will be provided "Standard" service level. "Premium" service level can be procured at an extra cost as reflected in the price to STAR TRANSIT in the ILA. Vendor's business hours are 09.00-17.00 Monday-Friday (CST/CDT), excluding US public holidays and Decembers 24 and December 31. Business days are Monday-Friday, excluding US public holidays and 12/24 and 12/31.

3.00 HOSTED BACK END SERVICE AVAILABILITY

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

Table 2 Uptime

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

Availability Calculation

Service Availability is measured in percentages and calculated as follows:

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

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

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

3.1 SERVICE WINDOWS

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

Table 3 Service Windows

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

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

3.2 AVAILABILITY PENALTY

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

Table 4 Availability penalty

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

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

4.00 INCIDENT MANAGEMENT

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

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

email to GOPASS@dart.org
 Phone to 214-907-3905

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

phone to +1-855-631-8909

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

email to GOPASS@dart.org Phone to 214-907-3905

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

Table 5a Incident severity definitions

Severity category	Description
Critical	Complete loss of service or functionality with critical impact to business services, i.e. significant loss of revenue, customer service, production, corporate reputation or financial control

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

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

Table 5a Incident severity definitions (continued)

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

Table 5b Incident impact definitions

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

Table 5c Incident priority definitions

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

4.1 INCIDENT REACTION TIMES

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

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

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

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

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

4.2 END-USER CLIENT APP BUGS

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

Table 7 Troubleshooting service level windows vs. incident categories

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

5.00 TECHNICAL SUPPORT ENQUIRIES

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

Support inquiries shall be made by email to GOPASS@dart.org

Table 8 Technical support enquiries

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

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

6.00 REPORTING

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

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

The report includes the following data:

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

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

7.00 HOSTING

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

Kuba may decide to use a variety of services from our Public cloud provider to accommodate the agreed uptime and security level and data protection. Both Kuba’s Production and Staging environment will be located at the public cloud environment. Other environments, e.g. test setup, may be located at Kuba’s Public cloud environment in Europe. No person related data will be transferred to these environments. Only some maintenance and administration tools may be used from our Private cloud environment in EU.

8.00 LIMITATION AND EXCLUSIONS OF LIABILITY

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

9.00 CUSTOMER’S SECURITY OBLIGATIONS

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

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

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

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

DALLAS AREA RAPID TRANSIT

STAR TRANSIT

By: _____
Nadine S. Lee
President & Chief Executive Officer

By: _____
Tommy Henricks
Executive Director

Date: _____

Date: _____

KUBA ApS

By: _____

Date: _____



Agenda Report

Attachments: 1. Procurement Analysis 2. D/M/WBE Details	Voting Requirements: Majority
--	---

DATE: July 8, 2025

SUBJECT: Approval of Contract for Annual Maintenance of Enterprise Data Integration Tool

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a three-year contract with no options for continued annual maintenance of the Boomi data integration tool [Contract No. C-2092920-01] to Carahsoft Technology Corp. for a total authorized amount not to exceed \$1,032,853.

FINANCIAL CONSIDERATIONS

- This contract for Enterprise Data Integration Tool (Boomi) Annual Continuation of Service is included in the Technology Department’s approved FY 2025 Capital Budget.
- Sufficient funding for this contract in the amount of not to exceed \$1,032,853. is included in both the Technology Department’s approved FY 2025 Capital Budget and Capital Expense line item of the proposed FY 2025 20-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this contract is to continue maintenance and software support for DART’s data integration tool, Boomi. The Boomi data integration tool facilitates a secure, scalable, and highly available data exchange between DART’s cloud and on-premise enterprise applications, including Lawson, Maximo, Time and Attendance, Trapeze, Masterworks, and Workday.
- Dell, which owns Boomi, has changed its business model, requiring DART to enter a new contract with an approved reseller. DART is using an approved cooperative agreement through the State of Texas Department of Information Resources to contract with approved reseller Carahsoft.
- By enabling smooth data exchange between the critical applications mentioned above, Boomi supports efficient execution of key business operations, empowering DART to deliver best-in-class mobility solutions to our customers and employees.
- Approval of this contract renewal supports Agency Strategic Goal 1: Empowered Agency – Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.

PROCUREMENT CONSIDERATIONS

- DART is using an approved cooperative agreement.
- This will be a firm-fixed price contract for a term of three years with no options.
- The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The State of Texas contracts will be utilized for this procurement.
- The State's goal for this type of procurement is 26.0%. The responsible State agency is the Texas Department of Information Resources (DIR).
- As this is a State contract, reports of M/WBE spend dollars will be to and through the State.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
Cooperative DIR Contract No. DIR-CPO-5683
DART Contract No. C2092920-01**

Contract Information

- A. Description:** Enterprise Data Integration Tool Annual Maintenance Renewal
- B. Contractor:** Carahsoft Technology Corp.
- C. Contract Number:** 2092920-01
- D. Contract Amount:** Not to exceed \$1,032,853
- E. Contract Type:** Firm Fixed Pricing
- F. Performance Period/Term of Contract:** Three years from the date of the Notice to Proceed
- G. Options Available:** N/A
- H. Funding Source:** Local
- I. Price Considerations:** Pricing is fair and reasonable per the independent cost estimate and the State of Texas DIR Contract No. DIR-CPO-5683.
- J. Determination of Responsibility:**
 - Reference Check/ Financial Responsibility Survey:** Provided via cooperative source.
 - Debarred/Suspended list:** Not on the debarred /suspended list
- K. Determinations Required:** N/A

Determination and Recommendation

Carahsoft Technology Corp. is determined to be a responsive and responsible contractor through an approved cooperative agreement, and has the capacity to perform this contract, and is recommended for award.

Approval of Contract for Annual Maintenance of Enterprise Data Integration Tool (Boomi)

M/WBE Considerations

The State of Texas contract will be utilized for this procurement. The State's goal for this type of procurement is 26.0%. The responsible State agency is the Texas Department of Information Resources (DIR). As this is a State contract, reports of M/WBE spend dollars will be to and through the State.

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

Approval of Contract for Annual Maintenance of Enterprise Data Integration Tool (Boomi)

WHEREAS, the purpose of this contract is to continue maintenance and software support for DART's data integration tool, Boomi; and

WHEREAS, the Boomi data integration tool facilitates a secure, scalable, and highly available data exchange between DART's cloud and on-premises enterprise applications in DART, supporting the efficient execution of key business operations and empowering DART to deliver best-in-class mobility solutions to our customers and employees; and

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

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

WHEREAS, funding for this contract is within approved FY 2025 budget and proposed FY 2025 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a three-year contract with no options for continued annual maintenance of the Boomi data integration tool [Contract No. C-2092920-01] to Carahsoft Technology Corp., for a total authorized amount not to exceed \$1,032,853.

**Approval of Contract for Annual Maintenance of Enterprise Data Integration
Tool**

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

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

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



Agenda Report

Attachments: 1. Procurement Analysis 2. D/M/WBE Details	Voting Requirements: Majority
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DATE: July 8, 2025

SUBJECT: Approval of Contract Modification for Fiber-Optic Cable Installation

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for the DART Fiber-Optic Installation with Mastec North America, Inc. [Contract No. C-2074036-01], to increase the contract’s not-to-exceed amount by \$670,000, for a new total authorized amount not to exceed \$2,828,749.

FINANCIAL CONSIDERATIONS

- This contract modification for Fiber-Optic Installation is included in the Fiber-Optic Upgrade project budget of the approved FY 2025 Capital Budget.
- Sufficient funding for this contract modification in the amount of \$670,000 is included in both the Fiber-Optic Upgrade project budget and the Light Rail Capital line item of the proposed FY 2025 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract modification will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- The purpose of this contract is to install new, 144-strand fiber-optic cable along the entire Light Rail System. This fiber-optic cable is critical to many current agency projects, including the Silver Line, Combined Dispatch Center, Walnut Hill Facility, and improving the internal corporate network managed by DART Technology.
- On July 11, 2023 (Resolution No. 230078), the Board approved a contract with Mastec North America, Inc., in an amount of \$1,998,842, plus an 8% contingency of \$159,907, for a total authorized amount not to exceed \$2,158,749.
- Due to unforeseen challenges, the fiber installation progressed more slowly than initially projected. Contributing factors include adverse field conditions, inclement weather, and the need to maintain continuous train operations.
- On November 1, 2024, the contract with Mastec North America, Inc., was modified to extend the contract by 17 months, with no change to the Board-authorized not-to-exceed amount, which remained at \$2,158,749.

- This modification will allow DART capacity to add future technology and allow for an additional fiber path to the new Technology datacenter adjacent to the Silver Line UTD Station.
- This work requires personnel to engage in a safety process called flagging, where trained personnel are stationed along the right of way with work crews to alert oncoming trains to the presence of personnel working in the area and associated costs that are incorporated into this increased funding request.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is 32 months from the award date of August 1, 2023, with no options.
- The pricing for the increase funding modification is fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in January 2023 at 25% M/WBE participation.
- MasTec North America, Inc., the prime contractor, is a certified MBE firm; therefore, the goal is met.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding
Modification No. 2**

Contract Information

- A. Contract Description:** Fiber-Optic Cable Installation
- B. Contractor:** Mastec North America, Inc.
- C. Contract Number:** C-2074036-01
- D. Contractual Action:** Increase funding
- E. Current Contract Amount:** \$2,158,749
- F. Contract Modification Amount:** \$670,000
- G. New Contract Amount:** Not to exceed \$2,828,749
- H. Contract Type:** Definite Quantity/Definite Delivery
- I. Current Term of Contract/Performance Period:** 08/01/2023 – 04/01/2026
- J. Remaining Options Available:** N/A
- K. Price Considerations:** This modification is to increase funding for Workers in Charge (WIC) and flaggers. Pricing for the installation of the additional fiber is consistent with the original contract's pricing.
- L. Negotiation Memorandum:** N/A
- M. Determinations Required:** N/A
- N. Funding:** Local
- O. Determination of Responsibility:**
Bond Check: Yes
Reference Check: N/A
Financial Responsibility Survey: N/A
Insurance Check: Yes
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: N/A
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

Determination and Recommendation

Mastec North America, Inc., is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

Approval of Contract Modification for Fiber-Optic Cable Installation

M/WBE Considerations

The goal for this contract was established in January 2023 at 25% M/WBE participation. This contract modification of \$670,000 will increase the contract amount to \$2,828,749. MasTec North America, Inc., the prime contractor, is a certified MBE firm; therefore, the goal is met.

NOTE: The goal is based on the not to exceed amount of \$2,828,749. If there are any changes to this amount, the original goal shall still apply.

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

Summary of EEO-1 Report

MasTec North America, Inc. is located in Coral Gables, FL and employs 334 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	82	39	10	181	312	93.41%
FEMALES	0	3	1	1	17	22	6.59%
TOTAL	0	85	40	11	198	334	100%
PERCENTAGE	0.00%	25.45%	11.98%	3.29%	59.28%	100%	

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

Approval of Contract Modification for Fiber-Optic Cable Installation

WHEREAS, on July 11, 2023 (Resolution No. 230078), the DART Board authorized award of a contract with Mastec North America, Inc., to increase DART's fiber-optic capacity along the Light Rail right of way; and

WHEREAS, DART must add fiber-optic cable capacity to the Light Rail corridor to support critical agency communication needs and projects; and

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

WHEREAS, funding for this contract modification is within current Budget and proposed FY 2025 20-Year Financial Plan allocations

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a contract modification for the Fiber-Optic Cable Installation Project with Mastec North America, Inc. [Contract No. C-2074036-01], to increase the not-to-exceed amount by \$670,000, for a new total authorized amount not to exceed \$2,828,749.

Approval of Contract Modification for Fiber-Optic Cable Installation

Prepared by: /s/ James Joyce
James Joyce
Interim Chief Operations Officer

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

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



Agenda Report

Attachments: 1. Contract Award Analysis 2. D/M/WBE Details	Voting Requirements: Majority
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DATE: July 8, 2025

SUBJECT: Approval of Contract for Ultrasonic Rail Testing Services

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to award a five-year contract with no options for ultrasonic rail testing services [Contract No. C-2090036-01] to Pro-Traxx, Inc., for a total authorized amount not to exceed \$262,500.

FINANCIAL CONSIDERATIONS

- This contract for ultrasonic rail testing services is included in the Maintenance of Way & Facility Maintenance Department’s approved FY 2025 operating budget.
- Sufficient funding for this contract in the amount of \$262,500 is included in both the Maintenance of Way & Facility Maintenance Department’s FY 2025 Operating budget and the Total Operating Expense line item of the proposed FY 2025 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service – Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- Ultrasonic Rail Testing of DART’s railroad is an annual mandate by the Texas Department of Transportation (TxDOT). This testing reveals possible internal flaws or defects in the steel rails that are not visible to the human eye.
- DART’s Rail Maintenance Program includes ultrasonic rail testing on all open track sections, special track work, road crossings, and embedded track sections.
- The contractor will provide ultrasonic rail testing services using a rail-mounted vehicle equipped with scanners, X-ray machines, and lasers to assess the condition of the track. Post-test reports will be generated daily. These reports must indicate type of defect, location, and severity.

PROCUREMENT CONSIDERATIONS

- On March 14, 2025, an Invitation for Bid (IFB) notification was sent to firms for Ultrasonic Rail Testing Services.

- This will be an indefinite delivery/indefinite quantity contract for five years with no options.
- The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in November 2024 at 10% M/WBE participation.
- Pro-Traxx, Inc., the prime contractor, has committed to some participation.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Invitation for Bids)
IFB NO. B-2090036**

Contract Information

- A. Description:** Ultrasonic Rail Testing Services
- B. Contractor:** Pro-Traxx, Inc.
- C. Contract Number:** C-2090036-01
- D. Contract Amount:** Not to exceed \$262,500
- E. Contract Type:** Indefinite Delivery / Indefinite Quantity
- F. Term of Contract:** Five years
- G. Options Available:** N/A
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Issue Date:** March 14, 2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Bid Receipt:** March 28, 2025 @ 2:00 PM
- D. Bids Received:** One

Firm Name	Base Price
Pro-Traxx, Inc.	\$262,500

A survey was conducted with the 12 potential bidders who downloaded the solicitation. Eight did not respond, two did not submit a bid due to time constraints, and one could not provide the services requested.

- E. Discussion of Nonresponsive Bids:** None
- F. Bid Evaluation:** Pro-Traxx, Inc., was determined to be responsive and responsible
- G. Price Considerations:** The price is fair and reasonable based on the current market pricing. The pricing submitted was 12.70% below the current market value.

H. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Yes

On-Site Inspection: N/A

Arithmetic Check: Yes

Verification of Bid: Yes

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

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

I. Protests received: None

J. Determinations Required: Convert to a Negotiated Procurement

Determination and Recommendation

Pro-Traxx, Inc., is a responsive and responsible offeror that submitted the lowest price in full and open competition for Ultrasonic Rail Testing Services. They have the capacity to perform this contract and is recommended for award.

Approval of Contract for Ultrasonic Rail Testing Services

M/WBE Considerations

The goal for this contract was established in November 2024 at 10% M/WBE participation. Pro-Traxx, Inc., the prime contractor has committed to some participation through utilization of the following certified firm:

WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
TraConcepts, LLC	Sarasota, FL	White Female	Contract/Project Management Services	\$13,125	5.00%

TOTAL WBE PARTICIPATION: \$13,125 5.00%*

NOTE: The goal is based on the not to exceed amount of \$262,500. If there are any changes to this amount, the original goal will apply.

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

Summary of EEO-1 Report

Pro-Traxx, Inc. is located in Litchfield, IL and employs 7 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	6	1	0	0	7	100.00%
FEMALES	0	0	0	0	0	0	0.00%
TOTAL	0	6	0	0	0	7	100%
PERCENTAGE	0.00%	85.71%	14.29%	0.00%	0.00%	100%	

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

Approval of Contract for Ultrasonic Rail Testing Services

WHEREAS, the DART light rail system currently consists of 211 right-of-way miles that must be maintained in a State of Good Repair for DART to provide a safe and reliable experience for light rail customers; and

WHEREAS, DART adheres to a railroad maintenance program that also addresses requirements from the Texas Department of Transportation, including ultrasonic rail testing on all open track sections, special track work, road crossings, and embedded track sections; and

WHEREAS, the contractor will provide to DART ultrasonic rail testing services and post-testing reports on the integrity of the railroad's steel; and

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

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

WHEREAS, funding for this contract is within current Budget and proposed FY 2025 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to award a five-year contract with no options for ultrasonic rail testing services [Contract No. C-2090036-01] to Pro-Traxx, Inc., for a total authorized amount not to exceed \$262,500.

Approval of Contract for Ultrasonic Rail Testing Services

Prepared by: /s/ James Joyce
James Joyce
Interim Chief Operations Officer

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

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



Agenda Report

Attachments: 1. Procurement Analysis 2. D/M/WBE Details	Voting Requirements: Majority
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DATE: July 8, 2025

SUBJECT: Approval of Contract Modification for Inspection, Certification, and Repair of DART's Fire Systems

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for inspection, certification, and repair of DART's fire systems with American Fire Protection Group [Contract No. C-2070532-01] to: 1) exercise the two-year option; and 2) increase the not-to-exceed amount by \$468,885, for a new total authorized amount not to exceed \$1,260,311.

FINANCIAL CONSIDERATIONS

- This contract modification for Inspection, Certification, and Repair of DART's Fire Systems is included in the Maintenance of Way and Facility Maintenance Department’s approved FY 2025 operating budget.
- Sufficient funding for this contract modification in the amount of \$468,885 is included in both the Maintenance of Way and Facility Maintenance Department’s FY 2025 Operating budget and the Total Operating Expense line item of the proposed FY 2025 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract will help achieve Agency Strategic Goal 1: Empowered Agency – Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.
- This contract modification allows DART to maintain the integrity and safety of its fire systems and equipment along the light rail system's right of way, helping to ensure reliable service for its customers.
- On October 5, 2022, American Fire Protection Group was awarded a three-year contract, with one, two-year option for a total not-to-exceed amount of \$171,426.
- On September 26, 2023 (Resolution No. 230121), the Board approved a contract modification for inspection, certification, and repair of DART's fire systems, for a new total authorized amount not to exceed \$791,426. The modification added funds to repair the Fire Department Connection (FDC) standpipes along the light rail system right of way when excessive damages were found during the inspection process and the cost to repair was higher than originally estimated.

- The contractor is required to inspect, certify, and repair the 15 FDC standpipes along the right of way. The FDC standpipes come up for recertification every five years. The contractor will perform all work in accordance with applicable manufacturer's recommendations, National Fire Protection Association (NFPA) Standards, and Local, State and Federal Codes.
- Approval of the two-year option will extend the end date of the contract to October 4, 2027, and add funds to cover the contractor's inspection, certification, and repair work as outlined in the price schedule.

PROCUREMENT CONSIDERATIONS

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

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in May 2022 at 10% M/WBE participation.
- American Fire Protection Group, the prime contractor, has committed to meet some of the goal.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) report is available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding/Exercise Option
Modification No. 2**

Contract Information

- A. Contract Description:** Inspection, Certification, and Repair of DART's Fire Systems
- B. Contractor:** American Fire Protection Group
- C. Contract Number:** C-2070532-01
- D. Contractual Action:** Increase Funding/Exercise Option
- E. Current Contract Amount:** Not to exceed \$791,426
- F. Contract Modification Amount:** Not to exceed \$468,885
- G. New Contract Amount:** Not to exceed \$1,260,311
- H. Contract Type:** Requirements
- I. Current Term of Contract/Performance Period:** 10/05/2022 – 10/04/2025
- J. Remaining Options Available:** None
- K. Price Considerations:** The initial contract award was based on full and open competition, and all bids/proposals were evaluated inclusive of option years pricing.
- L. Negotiation Memorandum:** Available for review in the contract file.
- M. Determinations Required:** None
- N. Funding:** Local
- O. Determination of Responsibility:**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: Yes
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

Determination and Recommendation

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

Approval of Contract Modification for Inspection, Certification, and Repair of DART's Fire Systems

M/WBE Considerations

The goal for this contract was established in May 2022 at 10% M/WBE participation. This contract modification of \$468,885 will increase the contract amount to \$1,260,311. Of the modification amount, \$14,535 has been committed to the following firms:

MBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT
Acumen Enterprises, Inc.	DeSoto, TX	Native American Male	Supply Materials	\$7,408
Regan Ventures	Rockwall, TX	Native American Male	Supply Materials	\$7,127

MBE PARTICIPATION (for this increase): \$14,535

For the entire contracting period, American Fire Protection Group, the prime contractor, has committed to achieve some participation through the utilization of the following certified firms:

MBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Acumen Enterprises, Inc.	DeSoto, TX	Native American Male	Supply Materials	\$19,913	1.58%
Regan Ventures	Rockwall, TX	Native American Male	Supply Materials	\$19,157	1.52%

TOTAL MBE PARTICIPATION: \$39,070 3.10%*

NOTE: The goal is based on the not to exceed amount of \$1,260,311. If there are any changes to this amount, the original goal shall still apply.

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

Summary of EEO-1 Report

American Fire Protection Group is located in Dallas, TX and employs 679 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	8	24	183	2	388	605	89.10%
FEMALES	0	3	8	1	62	74	10.90%
TOTAL	8	27	191	3	450	679	100%
PERCENTAGE	1.18%	3.98%	28.13%	0.44%	66.27%	100%	

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

Approval of Contract Modification for Inspection, Certification, and Repair of DART's Fire Systems

WHEREAS, DART is obligated to keep its fire system infrastructure in a state of good repair for the safety of customers, employees, and communities; and

WHEREAS, inspection, certification, and repair of DART's fire alarm systems is needed to maintain the integrity of the fire systems and equipment along the light rail system right of way; and

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

WHEREAS, funding for this contract is within current Budget and proposed FY 2025 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a contract modification for inspection, certification, and repair of DART's fire systems with American Fire Protection Group [Contract No. C-2070532-01] to:

- Section 1: Exercise the two-year option.
- Section 2: Increase the not-to-exceed amount by \$468,885, for a new total authorized amount not to exceed \$1,260,311.

Approval of Contract Modification for Inspection, Certification, and Repair of DART's Fire Systems

Prepared by: /s/ James Joyce
James Joyce
Interim Chief Operations Officer

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

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



Agenda Report

Attachments: 1. Procurement Analysis 2. M/WBE Details	Voting Requirements: Majority
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DATE: July 8, 2025

SUBJECT: Approval of Contract Modification to Increase Funding for Commuter Rail Equipment Overhaul Work

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to execute a contract modification for an equitable adjustment for remaining commuter rail equipment overhaul work with CAD Railway Services, Ltd. [Contract No. C-2046256-01], to increase funding in an amount not to exceed \$2,193,698, plus a \$500,000 contingency, for a total amount not to exceed \$2,693,698, for a new total authorized amount not to exceed \$26,365,346.

FINANCIAL CONSIDERATIONS

- This contract modification for commuter rail equipment overhaul work is included in the Bi-Level & Cab Car Overhauls Capital Project budget of the approved FY 2025 Capital Budget.
- Sufficient funding for this contract modification in the amount of \$2,693,698 is included in both Bi-Level & Cab Car Overhauls project budget and the Commuter Rail Capital line item of the proposed FY 2025 20-Year Financial Plan.
- This contract modification is funded by equal contributions from the Fort Worth Transportation Authority (Trinity Metro) and DART in the approximate amount of \$1,346,849 each.

BUSINESS PURPOSE

- Approval of this item will assist in achieving Agency Strategic Goal 3: Quality Service – Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind.
- This item contributes to the Dallas Area Rapid Transit (DART) commitment to reliability by ensuring that vehicles are overhauled and in a state of good repair to provide service to our customers.
- A commuter rail trainset consists of three types of rail cars: a locomotive, coach cars, and a cab car. The locomotive is the engine that powers the train. A coach car is positioned between the locomotive and the cab car with the purpose of transporting passengers. The cab car is at the end of the trainset and can remotely operate the locomotive. Cab cars enable the push-pull operation when located on the end of a train opposite its locomotive by allowing the train to reverse

direction at a terminus without moving the locomotive or turning the train around.

- The overhaul of two bi-level cars and the side sill repair of two additional bi-level cars will extend the useful life of the cars by ten years. The overhaul consists of a general refurbishment of the vehicles, including the running gear (trucks, wheels, wheel bearings, couplers), Heating, Ventilation and Air Conditioning (HVAC) units, braking system, wiring, walls, flooring, interior lighting, paint and body work, and other work as required. The fabric seat cushions will be replaced with vinyl, consistent with an ongoing life cycle maintenance program. The Contractor has requested a price adjustment for the work to be performed on the cars remaining on the Contract.
- On August 13, 2019 (Resolution No. 190090), the Board approved the award of a contract to CAD Railway Services, Ltd., for a total authorized amount not to exceed \$15,891,026.
- On May 25, 2021 (Resolution No. 210060), the Board approved the addition of \$781,362 in contingency funds to the contract with CAD Railway Services, Ltd., for additional costs to cover hidden and latent damage identified during the overhaul of TRE coach and cab cars due to age and condition of the vehicles, for a new total authorized amount not to exceed \$16,672,388.
- On October 31, 2023 (Resolution No. 230137), the Board approved the addition of \$6,999,260 (including \$96,265 contingency) to overhaul two additional bi-level TRE coach cars and convert two additional TRE bi-level coach cars to cab cars, for a new total authorized amount not to exceed \$23,671,648.
- This item is scheduled for consideration and approval at the Trinity Metro Board of Directors meeting on August 18, 2025.
- Pursuant to Section 2.4 of the Restated Interlocal Cooperative Agreement by and between DART and Trinity Metro (“The T” for purposes of reference) for the Operation and Development of the Trinity Railway Express Commuter Rail Service, dated September 6, 2003 (Resolution No. 030084), DART is acting as the procuring agency on behalf of Trinity Metro and the TRE for this contract.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is 6 years and 21 days from the award date of September 9, 2019, with no options.
- The pricing for the modification is fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

- The goal for this contract was established in May 2019 at 8% M/WBE participation.
- CAD Railway Services, Ltd., the prime contractor, has committed to some participation.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding
Modification No. 21**

Contract Information

- A. Contract Description:** Bi-Level Overhaul
- B. Contractor:** CAD Railway Services, Ltd.
- C. Contract Number:** 2046256-01
- D. Contractual Action:** Increase funding
- E. Current Contract Amount:** Not to exceed \$23,575,380
- F. Contract Modification Amount:** \$2,193,698 plus a contingency of \$500,000 for a total not to exceed amount of \$2,693,698.
- G. New Contract Amount:** Not to exceed \$26,269,078
- H. Contract Type:** Definite Quantity/Definite Delivery
- I. Current Term of Contract/Performance Period:** 09/09/2019 – 09/30/2025
- J. Remaining Options Available:** N/A
- K. Price Considerations:** Price is fair and reasonable based on historical pricing and U.S. Bureau of Labor Statistics Railway maintenance of way equipment and parts, parts for all railcars, and other railway vehicles.
- L. Negotiation Memorandum:** N/A
- M. Determinations Required:** N/A
- N. Funding:** Local
- O. Determination of Responsibility:**
Bond Check: Yes
Reference Check: N/A
Financial Responsibility Survey: N/A
Insurance Check: Yes
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: N/A
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

Determination and Recommendation

CAD Railway Services, Ltd., is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

Contract Modification to Increase Funding for Commuter Rail Equipment Overhaul Work

M/WBE Considerations

The goal for this contract was established in May 2019 at 8% M/WBE participation. CAD Railway Services, Ltd., the prime contractor, has committed to achieve some participation through utilization of the following certified firms:

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENT
Lin Industries	Hornell, NY	Asian Indian Female	Windows for Cab Cars	\$255,840	2.00%
Zen Industrial Services	Rye Brook, NY	Asian Indian Male	Flooring Panels for Cab Cars	\$511,680	4.00%

TOTAL M/WBE PARTICIPATION: \$767,520 6.00%*

NOTE: The goal is based on DART’s share of the not to exceed amount of \$12,791,992. If there are any changes to this amount, the original goal shall still apply.

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

Summary of EEO-1 Report

CAD Railway Services, Ltd. is located in Montreal, QC and employs 436 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AMERICAN	WHITE	TOTAL	Percentage
MALES	0	0	0	0	407	407	93.35%
FEMALES	0	0	0	1	28	29	6.65%
TOTAL	0	0	0	1	435	436	100%
PERCENTAGE	0.00%	0.00%	0.00%	0.23%	99.77%	100%	

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

Approval of Contract Modification to Increase Funding for Commuter Rail Equipment Overhaul Work

WHEREAS, Trinity Railway Express (TRE) currently has a fleet consisting of 17 bi-level coach cars and 8 bi-level cab cars that must be maintained in a state of good repair; and

WHEREAS, the need to overhaul two bi-level cars and to repair side sill damage to two additional TRE bi-level coach cars has been identified; and

WHEREAS, on August 13, 2019 (Resolution No. 190090), the Board approved the award of a contract to CAD Railway Services, Ltd., for the overhaul and repair of side sill damage on TRE coach and cab cars, for a total authorized amount not to exceed \$15,891,026; and

WHEREAS, on May 25, 2021 (Resolution No. 210060), the Board approved the addition of \$781,362 in contingency funds to the contract with CAD Railway Services, Ltd., for additional costs to cover hidden and latent damage identified during the overhaul of TRE coach and cab cars due to age and condition of the vehicles, for a new total authorized amount not to exceed \$16,672,388; and

WHEREAS, on October 31, 2023 (Resolution No. 230137), the Board approved the addition of \$6,999,260 (including \$96,265 contingency) to overhaul two additional bi-level TRE coach cars and convert two additional TRE bi-level coach cars to cab cars, for a new total authorized amount not to exceed \$23,671,648; and

WHEREAS, this work will enhance the TRE's service reliability, restore seating capacity for TRE customers, and improve TRE's very lean spare ratio; and

WHEREAS, the proposed price is fair and reasonable; and

WHEREAS, this contract modification in the total amount of \$2,693,698 is funded by equal contributions from the Fort Worth Transportation Authority (Trinity Metro) and DART in the approximate amount of \$1,346,849 each; and

WHEREAS, funding for this contract modification is within current budget and proposed FY 2025 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President & Chief Executive Officer or her designee is authorized to execute a contract modification for an equitable adjustment for remaining commuter rail equipment overhaul work with CAD Railway Services, Ltd. [Contract No. C-2046256-01], to increase funding in an amount not to exceed \$2,193,698, plus a \$500,000 contingency, for a total amount not to exceed \$2,693,698, for a new total authorized amount not to exceed \$26,365,346.

Approval of Contract Modification to Increase Funding for Commuter Rail Equipment Overhaul Work

Prepared by: /s/ James Joyce
James Joyce
Interim Chief Operations Officer

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

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



Agenda Report

Attachment: 1. Surplus Properties Location Map	Voting Requirements: Majority
---	--

DATE: July 8, 2025

SUBJECT: Approval to Sell Surplus Properties Located in Dallas County to the Highest Bidder

RECOMMENDATION

Approval of a resolution authorizing the President & Chief Executive Officer or her designee to take such actions and execute such documents as shall be necessary to sell the properties, as described in Exhibits 1-4 to the resolution, to the highest bidder for an amount no less than the fair market value of the property, subject to a noise and vibration easement and Federal Transit Administration (FTA) approval; or in the event the highest bidder fails to close on the property, to the second highest bidder for an amount no less than the fair market value of the property, subject to a noise and vibration easement and FTA approval.

FINANCIAL CONSIDERATIONS

- Sale of these properties will generate revenue. DART will coordinate with the FTA to endeavor to have the sale proceeds transitioned as funding to another DART capital project.
- The minimum bids were set at the fair market value of each property, which was derived from an independent appraisal prepared by a Texas State Certified Real Estate Appraiser and approved by DART's Chief Appraiser.
- The offers received for the four properties described in Exhibits 1-4 to the resolution meet or exceed the fair market value of the properties.

BUSINESS PURPOSE

- On May 27, 2025 (Resolution No. 250056), the Board approved a resolution to declare eleven properties located in Dallas County, Texas, surplus to DART's needs.
- In accordance with Chapter 272 of the Texas Local Government Code, DART advertised ten of the eleven surplus properties for sale by bidding. The eleventh property, 17204 Wester Way Court, Dallas, Texas, 75248, was not ready to advertise at the same time due to ongoing repairs.
- DART received multiple bids for eight of the ten properties advertised. Two of the properties (a single-family residence located at 17205 Wester Way Court, Dallas, Texas, 75248, and an unimproved tract located at 4207 First Avenue, Dallas, Texas, 75210) did not receive any bids. These two properties will be re-advertised in the future, along with the newly renovated single-family residence at 17204 Wester Way Court, Dallas, Texas, 75248.

- Of the eight properties that DART received bids on, four bidders have signed Purchase and Sale Agreements and are moving forward to closing, subject to Board and FTA approval. DART will reserve a noise and vibration easement on each of the four surplus properties conveyed pursuant to this Board action, and the properties will be sold “as is” and “where is”.
- Details regarding these four surplus property sales, described in Exhibits 1-4 to the resolution, are provided in the confidential packet.
- With respect to the four remaining surplus properties for which DART received bids but are not yet subject to a Purchase and Sale Agreements, DART staff will continue working towards execution of Purchase and Sale Agreements (conditioned on Board and FTA approval) and either bring those surplus property sales to the Board for approval, or if unsuccessful, re-advertise those properties in the future.
- Approval of this transaction will assist DART in achieving Agency Strategic Goal 3: Quality Service – Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- The Board has been provided a confidential packet under separate cover outlining the details of the proposed transactions.

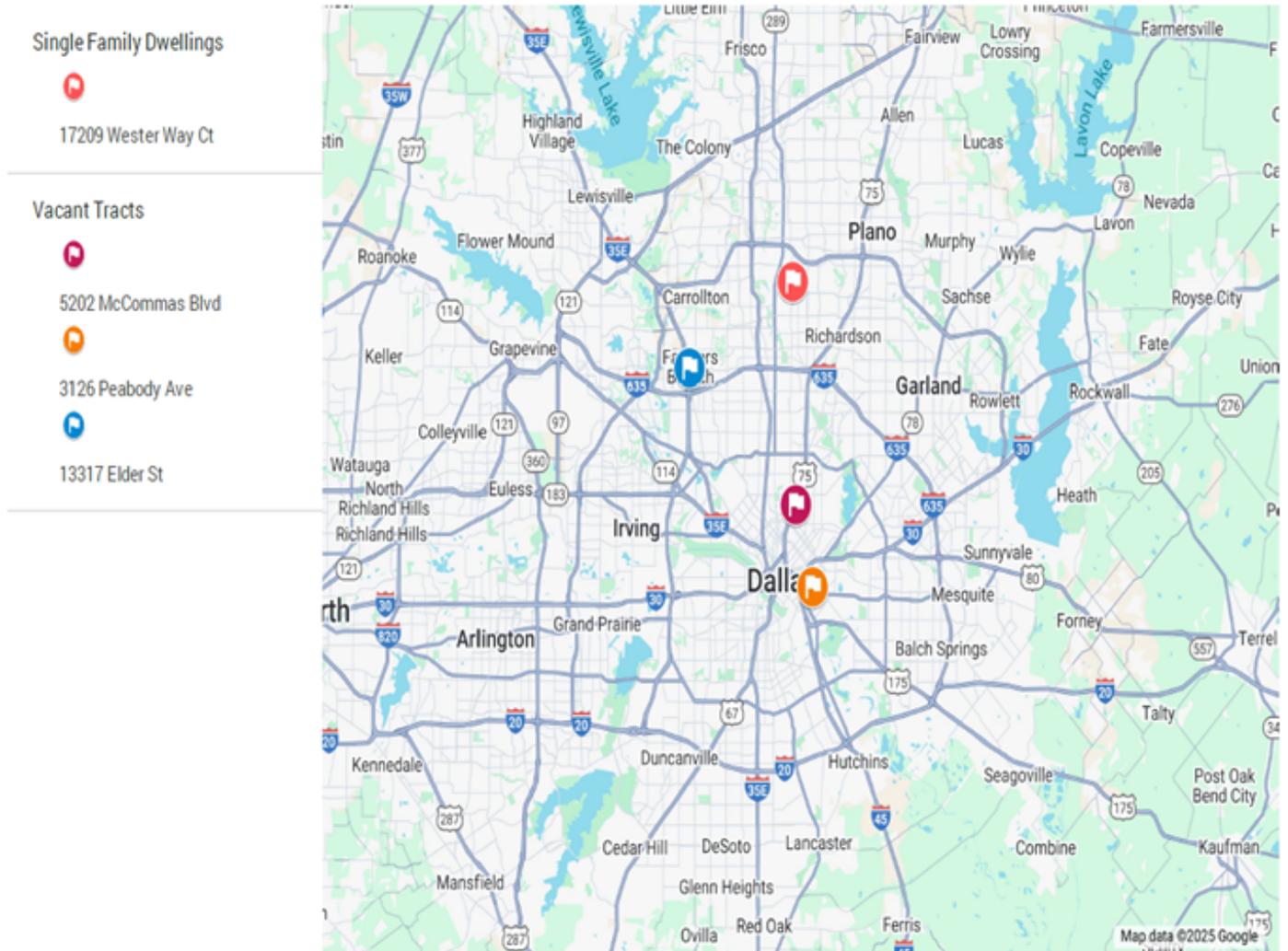
APPRAISAL INFORMATION

- Appraisals for each of the surplus properties to be sold have been prepared by a Texas State Certified Real Estate Appraiser and reviewed by DART’s Chief Appraiser.

LEGAL CONSIDERATIONS

- Section 452.054 of the Texas Transportation Code authorizes DART to dispose real property not needed for the efficient operations and maintenance of the public transportation system.
- Section 452.055 of the Texas Transportation Code authorizes DART to contract with any person.
- Section 272.001 of the Local Government Code states that notice to the general public of the offer of the land for sale or exchange must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication.

Surplus Properties Location Map



17209 Wester Way Court, Dallas, Texas, 75248



5202 McCommas Boulevard, Dallas, Texas, 75206



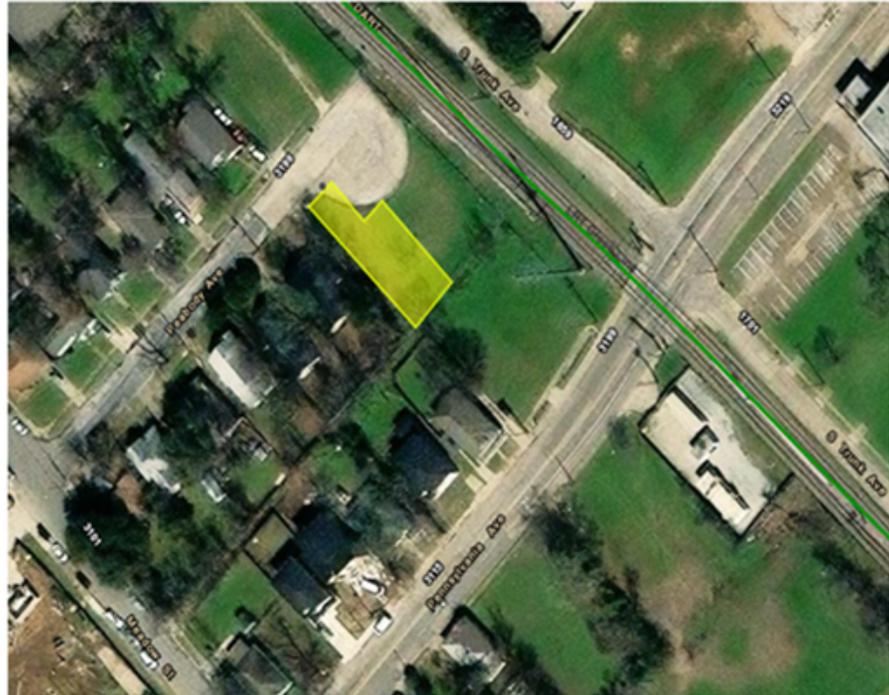
11,757 sf



3126 Peabody Avenue, Dallas, Texas, 75215



5,767 sf



13317 Elder Street, Farmers Branch, Texas, 75234



15,410 sf



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

Approval to Sell Surplus Properties Located in Dallas County to the Highest Bidder

WHEREAS, on May 27, 2025 (Resolution No. 250056), the Board approved a resolution declaring eleven properties located in Dallas County, Texas, surplus to DART's needs; and

WHEREAS, Section 452.054 of the Texas Transportation Code authorizes DART to dispose of real property not needed for the efficient operations and maintenance of the public transportation system; and

WHEREAS, DART advertised ten surplus properties for sale by bidding in accordance with Chapter 272 of the Texas Local Government Code; and

WHEREAS, the minimum bid for each surplus property was set at the fair market value of the property, based on an independent appraisal prepared by a State Certified Real Estate Appraiser; and

WHEREAS, DART received multiple bids in excess of the fair market value for eight of the surplus properties advertised for sale. Four bidders have signed Purchase and Sale Agreements and are moving forward for closing, subject to Board and FTA approval; and

WHEREAS, DART will reserve a noise and vibration easement in the conveyance of each of the four surplus properties shown in Exhibits 1-4 to the resolution; and

WHEREAS, the details of the transactions for the four surplus properties to be sold pursuant to this resolution have been provided to the Board in a confidential packet.

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

Section 1: The President & Chief Executive Officer or her designee is authorized to take such actions and execute such documents as shall be necessary to sell the property located at 17209 Wester Way Court, Dallas, Texas, 75248, as described in Exhibit 1, to the highest bidder or, in the event the highest bidder fails to close on the property, to the second highest bidder, subject to a noise and vibration easement and Federal Transit Administration (FTA) approval.

Section 2: The President & Chief Executive Officer or her designee is authorized to take such actions and execute such documents as shall be necessary to sell the property located at 5202 McCommas Boulevard, Dallas, Texas, 75206, as described in Exhibit 2, to the highest bidder or, in the event the highest bidder fails to close on the property, to the second highest bidder, subject to a noise and vibration easement and FTA approval.

Section 3: The President & Chief Executive Officer or her designee is authorized to take such actions and execute such documents as shall be necessary to sell the property located at 3126 Peabody Avenue, Dallas, Texas, 75215, as described in Exhibit 3, to the highest bidder or, in the event the highest bidder fails to close

on the property, to the second highest bidder, subject to a noise and vibration easement and FTA approval.

Section 4:

The President & Chief Executive Officer or her designee is authorized to take such actions and execute such documents as shall be necessary to sell the property located at 13317 Elder Street, Farmers Branch, Texas, 75234, as described in Exhibit 4, to the highest bidder or, in the event the highest bidder fails to close on the property, to the second highest bidder, subject to a noise and vibration easement and FTA approval.

Approval to Sell Surplus Properties Located in Dallas County to the Highest Bidder

Prepared by: /s/ Dee Leggett
Dee Leggett
Executive Vice President
Chief Development Officer

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

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

Exhibit 1
17209 Wester Way Court, Dallas, Texas, 75248

Legal Description

Lot 42, Block G/8200, Highland of McKamy II, an Addition to the City of Dallas, Dallas County, Texas according to the Map thereof recorded in Volume 77054, Page 920, Map Records, Dallas County, Texas.

Exhibit 1
17209 Wester Way Court, Dallas, Texas, 75248



Exhibit 2
5202 McCommas Boulevard, Dallas, Texas, 75206

**Field Notes Describing a 11,757 Square Foot (0.2699 Acre)
5202 McCommas Boulevard
City of Dallas, Texas**

Being a 11,757 Square Foot (0.2699 Acre) tract of land situated in the John W. Smith Survey, Abstract Number 1334, Section 247C, in the City of Dallas, Dallas County, Texas and being all of Lot 1, Block 17/2928 out of the Second Installment of Sixty Foot Section of Greenland Hills, an addition to the City of Dallas, as recorded in Volume 4, Page 64 of the Map Records of Dallas County, Texas (M.R.D.C.T.), further being all of TRACT NO. 6 (BLOCK 17/2928), being conveyed from the City of Dallas to Dallas Area Rapid Transit, as evidenced by Special Warranty Deed filed for record on March 09, 1988 and recorded in Volume 88047, Page 1942 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a "X"-Cut set for the Northwest corner of said Lot 1, same being the intersection of the existing Southeasterly Right-of-Way line of Homer Street (40-foot Right-of-Way), as recorded in said Volume 4, Page 64, with the existing South Right-of-Way line of McCommas Boulevard (called 50-foot Right-of-Way), by use and occupation;

THENCE North 88 Degrees 37 Minutes 29 Seconds East, along the existing South Right-of-Way line of said McCommas Boulevard, same being the North line of said Lot 1, for distance of 62.02 feet, to a 5/8" iron rod with a yellow cap stamped, "ARS ENGINEERS #101319-00", set for the Northeast corner of said Lot 1, same being the Northwest corner of Lot 2, Block 17/2928 out of the aforementioned Second Installment of Sixty Foot Section of Greenland Hills addition;

THENCE South 00 Degrees 48 Minutes 45 Seconds East, along the common line of said Lots 1 and 2, for a distance of 129.83 feet, to a "X"-Cut set for the Southeast corner of said Lot 1, same being the Southwest corner of said Lot 2, further being on the North line of Lot 9, Block 17/2928 out of said Second Installment of Sixty Foot Section of Greenland Hills addition;

THENCE South 88 Degrees 45 Minutes 38 Seconds West, along the South line of said Lot 1, same being the North line of said Lot 9 and the North line of Lot 10 and Lot 11, Block 17/2928 out of said Second Installment of Sixty Foot Section of Greenland Hills addition, for a distance of 119.24 feet, to a "X"-Cut set for the Southwest corner of said Lot 1, same being the Northwest corner of said Lot 11, further being on the aforementioned existing Southeasterly Right-of-Way line of Homer Street;

THENCE North 22 Degrees 55 Minutes 32 Seconds East, along the Northwesterly line of said Lot 1, same being the existing Southeasterly Right-of-Way line of said Homer Street, for a distance of 142.14 feet, to the **POINT OF BEGINNING** and containing 11,757 Square Feet or 0.2699 Acres of land.

Exhibit 2
5202 McCommas Boulevard, Dallas, Texas, 75206

NOTES:

1. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (NAD83) 2011 Adjustment, Epoch 2010.00. Ref Station: PRS84867413367
3. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.000136506 (Dallas County Scale Factor).
4. A survey plat of even date herewith accompanies the legal description.



Dustin D. Davison

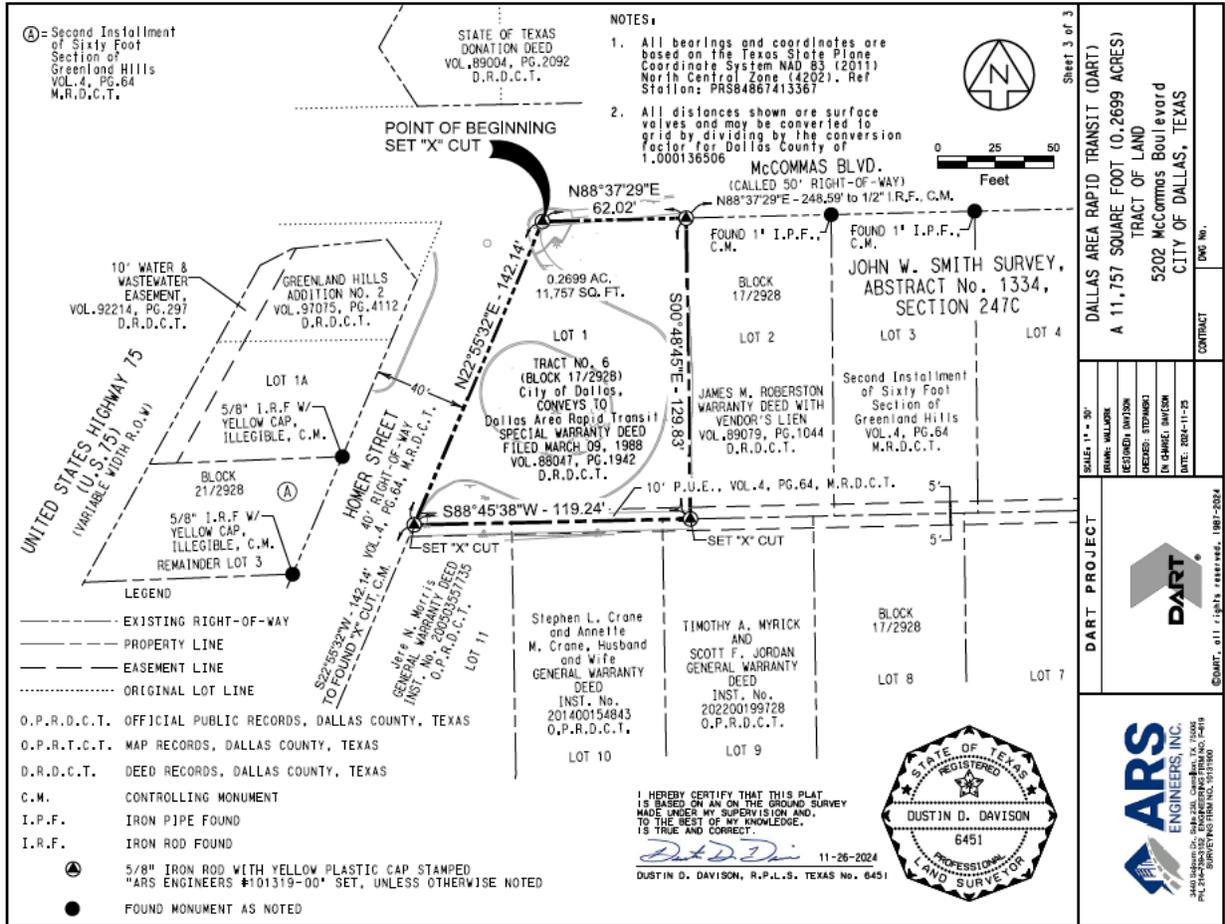
11-26-2024

Dustin D. Davison, R.P.L.S.
Texas Registration No.
6451 ARS Engineers, Inc.
3440 Sojourn Dr., Suite 230
Carrollton, Texas 75006
TBPLS Firm No. 101319-00

Date

Exhibit 2

5202 McCommas Boulevard, Dallas, Texas, 75206



P:\24-0200 DART GPC @ Task Order 30-ACCOM/DGN/McCommas Blvd/McCommas_Sheet 1.dgn 11/26/2024

Exhibit 2
5202 McCommas Boulevard, Dallas, Texas, 75206



11,757 sf

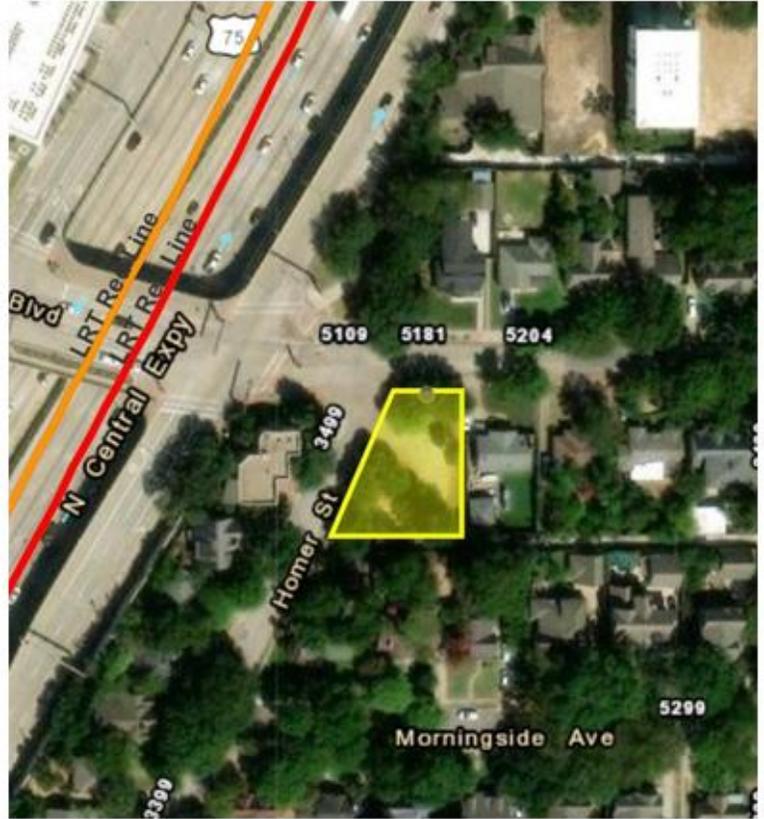


Exhibit 3
3126 Peabody Avenue, Dallas, Texas, 75215

**Field Notes Describing a 5,767 Square Foot (0.1324 Acre)
3126 Peabody Avenue, City of Dallas, Texas**

Being a 5,767 Square Foot (0.1324 Acre) tract of land situated in the Thomas Lagow Survey, Abstract Number 759, Section 22, in the City of Dallas, Dallas County, Texas and being a part of Lot 7, Block 1351 out of the W.H. STEEL & W.H. WOODS SUBDIVISION, an addition to the City of Dallas, as recorded in Volume 1, Page 172 of the Map Records of Dallas County, Texas (M.R.D.C.T.), further being all of the remainder of that certain tract of land conveyed from Delma Rice Marshall Canyon to DALLAS AREA RAPID TRANSIT, a Texas regional transportation authority filed for record on April 21, 2006 and recorded in Instrument Number 200600147961 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a yellow cap stamped, "ARS ENGINEERS #101319-00", set for the West corner of said Lot 7, same being the North corner of Lot 6, Block 1351 out of said W.H. STEEL & W.H. WOODS SUBDIVISION, further being on the existing Southeast Right-of-Way line of Peabody Avenue (called 60-foot Right-of-Way), as evidenced by said Volume 1, Page 172, from which a 1/2-inch iron rod, found, (Controlling Monument, C.M.), for the West corner of Lot 5, Block 1351, same being the East corner of Lot 4, Block 1351 out of said W.H. STEEL & W.H. WOODS SUBDIVISION bears: South 42 Degrees 33 Minutes 49 Seconds West, for a distance of 100.06 feet;

THENCE North 42 Degrees 33 Minutes 49 Seconds East, along the existing Southeast Right-of-Way line of said Peabody Avenue, same being the North line of said Lot 7, for distance of 32.77 feet, to a "X"-Cut, set for the most Northerly corner of the aforementioned DALLAS AREA RAPID TRANSIT tract of land, same being the West corner of that certain tract of land conveyed to CITY OF DALLAS, a home rule city, as evidenced by Special Warranty Deed recorded in Instrument Number 201200178638, O.P.R.D.C.T.;

THENCE South 44 Degrees 37 Minutes 54 Seconds East, over and across said Lot 7 and along a Northeast line of said DALLAS AREA RAPID TRANSIT tract of land, same being the Southwest line of said CITY OF DALLAS tract of land, for a distance of 44.22 feet, to a 5/8-inch iron rod with a yellow cap, illegible, found, C.M., for the most Southerly, North corner of said DALLAS AREA RAPID TRANSIT tract of land, same being the South corner of said CITY OF DALLAS tract of land;

Exhibit 3
3126 Peabody Avenue, Dallas, Texas, 75215

**Field Notes Describing a 5,767 Square Foot (0.1324 Acre)
3126 Peabody Avenue, City of Dallas, Texas**

THENCE North 42 Degrees 27 Minutes 14 Seconds East, over and across said Lot 7 and along the Southerly, Northwest line of said DALLAS AREA RAPID TRANSIT tract of land, same being the Southeast line of said CITY OF DALLAS tract of land, for a distance of 17.06 feet, to a 5/8-inch iron rod with a yellow cap stamped, "ARS ENGINEERS #101319-00", set on the Northeast line of said Lot 7, same being the Southwest line of Lot 8, Block 1351 out of the aforementioned W.H. STEEL & W.H. WOODS SUBDIVISION, same being the Southerly, North corner of said DALLAS AREA RAPID TRANSIT tract of land, further being the West corner of the remainder of that certain tract of land conveyed to DALLAS AREA RAPID TRANSIT, a Texas regional transportation authority, as evidenced by General Warranty Deed recorded in Instrument Number 200600246468, O.P.R.D.C.T.;

THENCE South 44 Degrees 22 Minutes 50 Seconds East, along the common line of said Lot 7 and Lot 8, for a distance of 86.25 feet, to a 5/8-inch iron rod with a yellow cap stamped, "ARS ENGINEERS #101319-00", set for the East corner of said Lot 7, same being the South corner of said Lot 8, further being on the Northwest line of a 12-foot alley, as recorded in the aforementioned Volume 1, Page 172;

THENCE South 42 Degrees 13 Minutes 50 Seconds West, along the Southeast line of said Lot 7, same being the Northwest line of said 12-foot alley, for a distance of 50.05 feet, to a 5/8-inch iron rod with a yellow cap stamped, "ARS ENGINEERS #101319-00", set for the West corner of said Lot 7, same being the East corner of the aforementioned Lot 6, from which a found 1/2-inch iron rod with yellow cap, illegible, bears: South 44 Degrees 22 Minutes 44 Seconds East, for a distance of 1.92 feet;

THENCE North 44 Degrees 22 Minutes 44 Seconds West, along the common line of said Lot 6 and Lot 7, for a distance of 130.74 feet, to the **POINT OF BEGINNING** and containing 5,767 Square Feet or 0.1324 Acres of land.

Exhibit 3
3126 Peabody Avenue, Dallas, Texas, 75215

**Field Notes Describing a 5,767 Square Foot (0.1324 Acre)
3126 Peabody Avenue, City of Dallas, Texas**

NOTES:

1. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (NAD83) 2011 Adjustment, Epoch 2010.00. Ref Station: PRS84867413367
3. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.000136506 (Dallas County Scale Factor).
4. A survey plat of even date herewith accompanies the legal description.



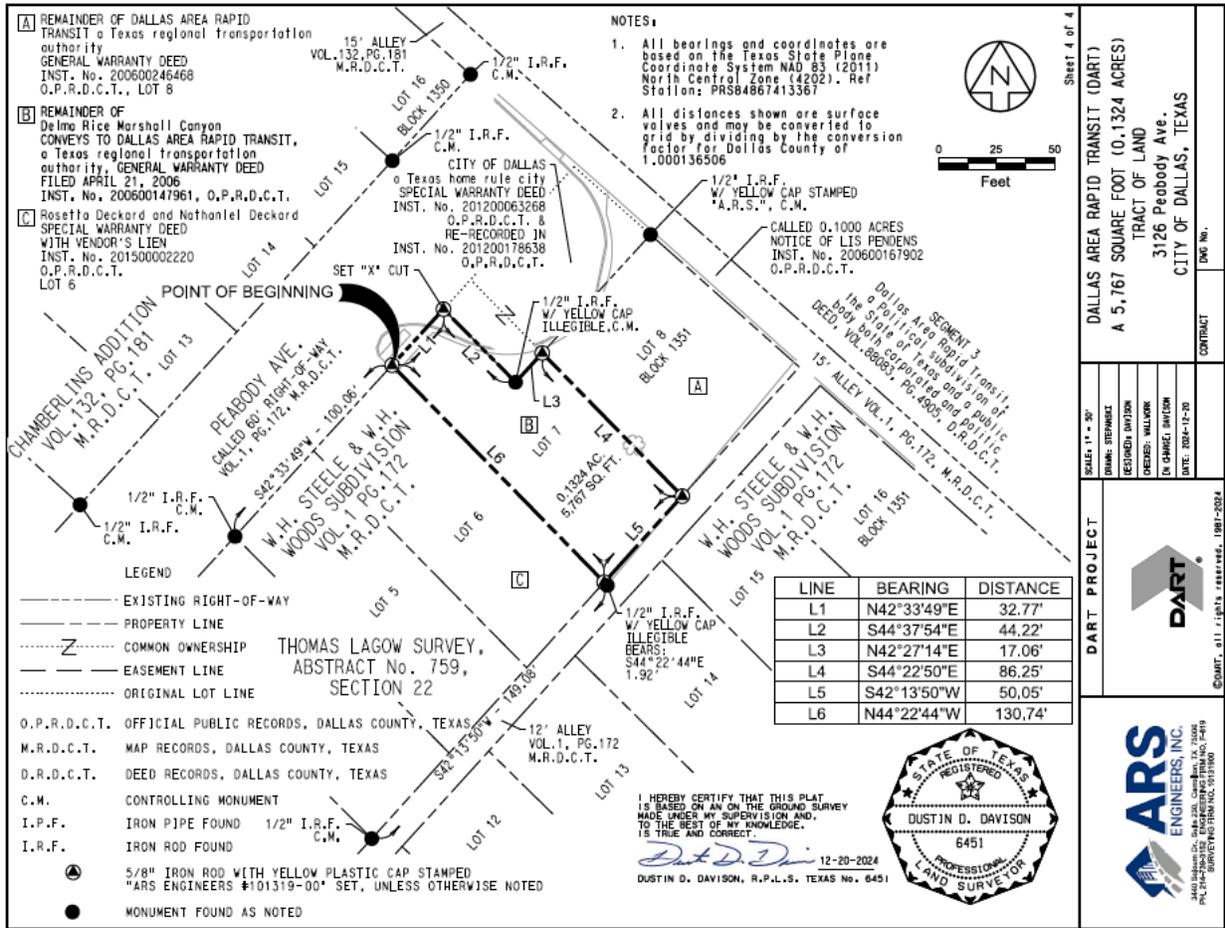
Dustin D. Davison 12-20-2024

Dustin D. Davison, R.P.L.S.
Texas Registration No. 6451
ARS Engineers, Inc.
3440 Sojourn Dr., Suite 230
Carrollton, Texas 75006
TBPLS Firm No. 101319-00

Date

Exhibit 3

3126 Peabody Avenue, Dallas, Texas, 75215



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Exhibit 3
3126 Peabody Avenue, Dallas, Texas, 75215



5,767 sf

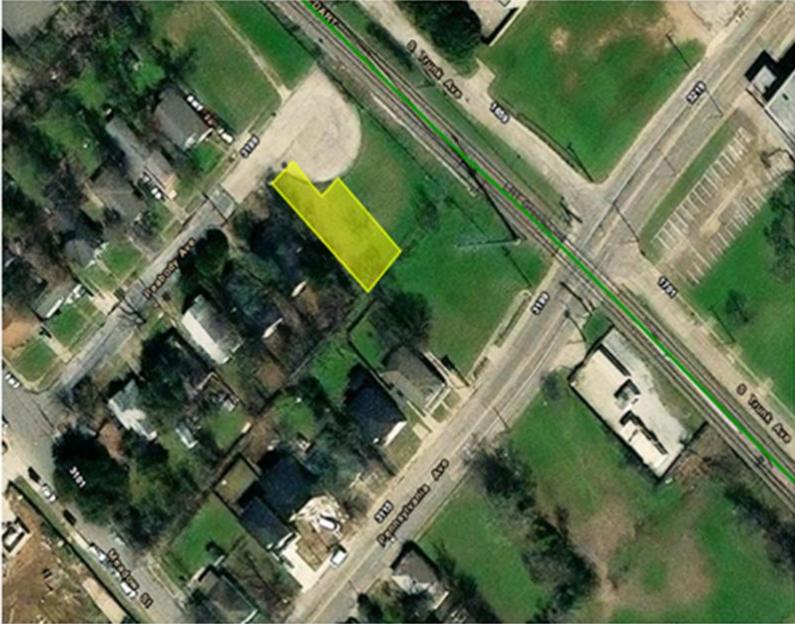


Exhibit 4
13317 Elder Street, Farmers Branch, Texas, 75234

DART PARCEL NO. NW4-104XS
DALLAS AREA RAPID TRANSIT
THOMAS KEENAN SURVEY, ABSTRACT NO. 733
CITY OF FARMERS BRANCH
DALLAS COUNTY, TEXAS

Page 1 of 3
April 6, 2015

FIELD NOTE DESCRIPTION

BEING a 15,410 square foot or 0.354 acre a tract of land in the Thomas Keenan Survey, Abstract No. 733, and being and part of that certain tract of land conveyed to DALLAS AREA RAPID TRANSIT as evidenced by Deed recorded in Volume 95201, Page 13378 of the Deed Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the intersection of the west line of Elder Street (variable R.O.W.), 50 feet wide at this point, with the south line of Havenhurst Avenue (60' R.O.W.), same being the northeast corner of Lot 1, Block A, Farmers Branch Kindow Hall, as recorded in Instrument Number 201300313539, Plat Records, Dallas County, Texas at Texas State Plane Coordinates N=7023773.55, E=2460357.41;

THENCE South 00°56'59" East, along the east line of said Lot 1 and the west line of said Elder Street, for a distance of 227.66 feet to a 5/8" iron rod with yellow plastic cap, stamped "A.R.S.", set for the southeast corner of said Lot 1 and the **POINT OF BEGINNING** of the herein described tract of land at Texas State Plane Coordinates N=7023431.04, E=2460373.09;

THENCE North 86°35'45" East, along the south line of a 10 foot right-of-way dedication, recorded on said plat of Farmers Branch Kindow Hall, for a distance of 10.01 feet to a 5/8" iron rod with yellow plastic cap, stamped "A.R.S.", set in the west line of said Elder Street, 40 feet wide at this point;

THENCE South 00°56'59" E, continuing along said west line, for a distance of 115.54 feet to a 5/8" iron rod with yellow plastic cap, stamped "A.R.S.", set for corner;

THENCE South 89°03'01" West, departing said west line, for a distance of 122.74 feet to a 5/8" iron rod with yellow plastic cap, stamped "A.R.S.", set for corner;

THENCE North 15°24'29" West, for a distance of 117.25 feet to a 5/8" iron rod with yellow plastic cap, stamped "A.R.S.", set for corner

THENCE North 86°35'45" East, along the south line of aforementioned plat of Farmers Branch Kindow Hall, for a distance of 140.99 feet, to the **POINT OF BEGINNING** and **CONTAINING** within the metes recited 15,410 square feet or 0.354 acres of land, more or less.

April 6, 2015

Exhibit 4
13317 Elder Street, Farmers Branch, Texas, 75234

DART PARCEL NO. NW4-104XS
DALLAS AREA RAPID TRANSIT
THOMAS KEENAN SURVEY, ABSTRACT NO. 733
CITY OF FARMERS BRANCH
DALLAS COUNTY, TEXAS

Page 2 of 3
April 6, 2015

FIELD NOTE DESCRIPTION

Bearings, distances and coordinates shown are based on State Plane Coordinate System, North American Datum 1983 (NAD83), Texas North Central Zone 4202 (TXNC 4202). Distances shown have been modified to surface by applying a factor of 1.000136506 to the State Plane Coordinates.

A plat of even survey date herewith accompanies this description.

I, Dustin D. Davison, a Texas Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 4.6.15
Dustin D. Davison, R.P.L.S.
Texas Registration No. 6451



April 6, 2015

Exhibit 4

13317 Elder Street, Farmers Branch, Texas, 75234

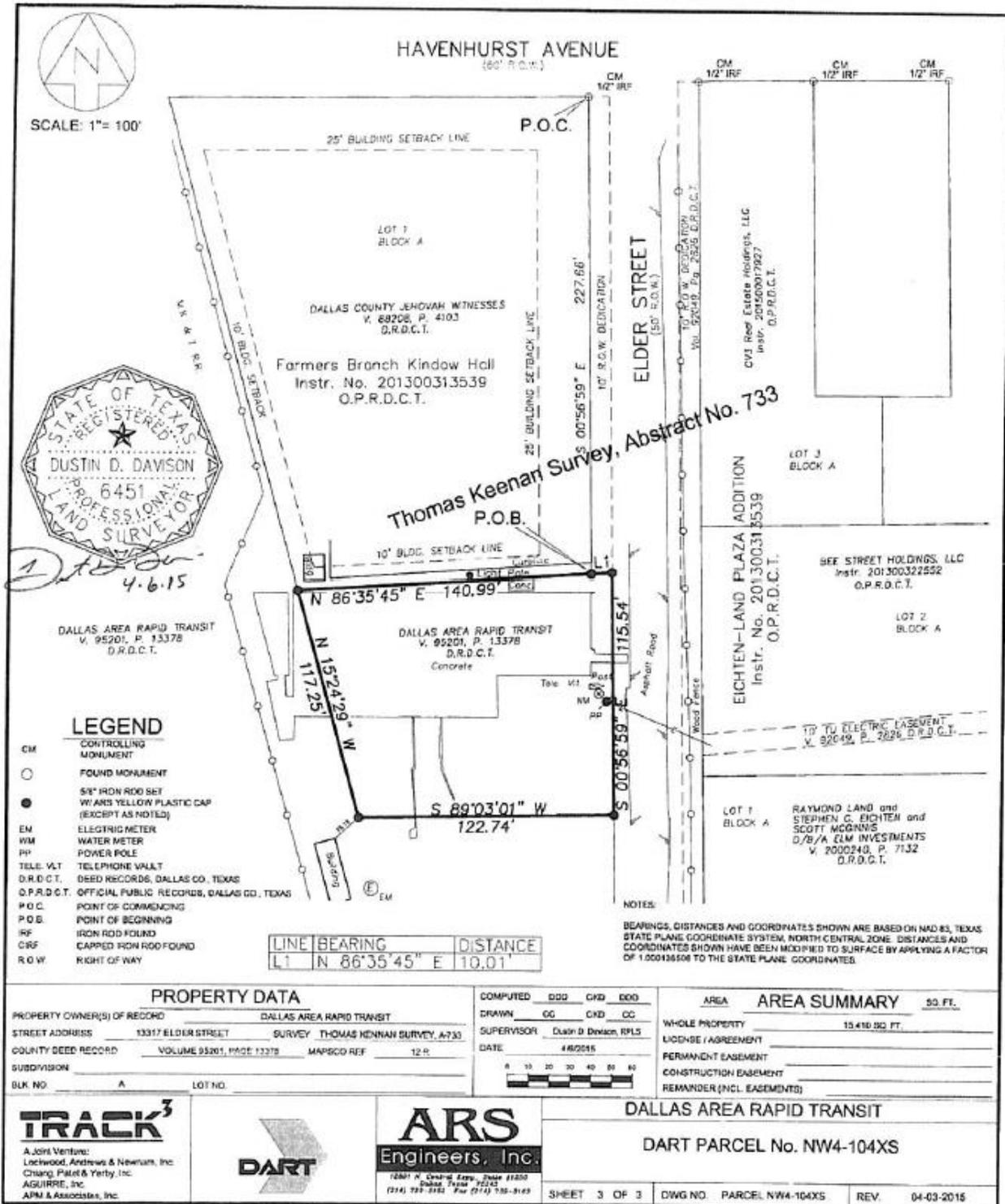


Exhibit 4
13317 Elder Street, Farmers Branch, Texas, 75234



15,410 sf

