

**Dallas Area Rapid Transit
BOARD OF DIRECTORS' MEETING
Tuesday, June 16, 2026, 6:00 P.M. – Board Room
1401 Pacific Ave., Dallas, Texas 75202**

The Dallas Area Rapid Transit Board of Directors' Meeting, with the Board Chair presiding, will be held at the DART Headquarters, Board Room, 1st Floor, and by videoconference. The public may attend in person or view the meeting at:

[DART.org/about/public-access-information/board-meetings-information](https://www.dart.org/about/public-access-information/board-meetings-information)

General Items:

1. Pledge of Allegiance
2. Approval of Minutes: May 26, 2026
3. This item will be discussed at the Committee-of-the-Whole Meeting only.
4. Honoring DART Retirees for their Service to DART
5. Public Comments – Agenda Item Specific

Consent Items:

Administration:

6. Approval of Contract for Everpure Enterprise Storage Maintenance
(Gary Slagel/Jamie Adelman)
7. Approval of Contract for IBM Product Suite Maintenance
(Gary Slagel/Jamie Adelman)
8. Approval of Contract for Erwin Data Modeler Maintenance
(Gary Slagel/Jamie Adelman)
9. Approval of Contract for Kahua Enterprise Project Management Information System (Gary Slagel/Jamie Adelman)
10. Approval of Contract for Kahua Implementation Services
(Gary Slagel/Jamie Adelman)

Development and Innovation:

11. Approval to Convey a Water Line Easement Located at or near 3465 Technology Drive, Plano, Texas 75074, to the City of Plano (Patrick J. Kennedy/Trey Walker)
12. Approval of Contract for Tire Kits for DART's Light Rail Vehicle Fleet
(Patrick J. Kennedy/Trenise Winters)
13. Approval of Contract Modification for DART Police Communications Platform
(Patrick J. Kennedy/Charles Cato)
14. Approval of Interlocal Agreement with Dallas College for Law Enforcement Support during FIFA (Patrick J. Kennedy/ Charles Cato)



Agenda

Quorum = 10

15. Approval of Interlocal Agreement with Dallas Independent School District for Law Enforcement Support during FIFA (Patrick J. Kennedy/ Charles Cato)
16. Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for FIFA Security Costs (Patrick J. Kennedy/Jamie Adelman)
17. Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for FIFA Trinity Railway Express Sunday Service and Fuel Costs (Patrick J. Kennedy/Jamie Adelman)
18. Approval of the CentrePort Station/Dallas Fort Worth International Airport Site-Specific Shuttle Funding Agreement (Patrick J. Kennedy/Trey Walker)
19. Approval of Contracts for Minor On-Call Construction Services (Patrick J. Kennedy/Trey Walker)
20. Approval of Contracts for Environmental Services (Patrick J. Kennedy/Trey Walker)
21. Approval of Contract for Civil Construction for Trinity Railway Express Double Track from Medical Market to IH-35E (Patrick J. Kennedy/Trey Walker)
22. Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract to Include Track and Signal Construction for TRE Double Track Project from Medical Market to IH-35E (Patrick J. Kennedy/Trey Walker)

Individual Items:

Administrative Law Judge Ad Hoc:

23. +Appointment of a Panel of Administrative Law Judges
(Michele Wong Krause/Jesse Salazar)

Audit:

24. Appointment of Interim Chief Audit Officer
(Roy C. Lopez/Randall B. Bryant/Rosa Medina-Cristobal)
25. Recommendation of Candidate for Position of Chief Audit Officer
(Roy C. Lopez/Randall B. Bryant/Rosa Medina-Cristobal)
26. Authorization to Negotiate Employment Agreement with Chief Audit Officer Candidate (Roy C. Lopez/Randall B. Bryant/Rosa Medina-Cristobal)

Administration:

27. Approval of an Intergovernmental Agreement between Dallas Area Rapid Transit and the Colorado Department of Transportation for GoPass® Application Licensing (Gary Slagel/Jamie Adelman)
28. This item will be discussed at the Committee-of-the-Whole Meeting only.
29. This item will be discussed at the Committee-of-the-Whole Meeting only.

Other Items:

30. Public Comments – General
31. Adjournment

+ indicated Same Night Item

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
May 26, 2026**

The Dallas Area Rapid Transit **Board of Directors'** meeting came to order on **Tuesday, May 26, 2026, at 6:01 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Board Vice Chair Abraham 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

Randall B. Bryant– **Board Chair**

Carmen Garcia –**Secretary**

Patrick J. Kennedy

Roy C. Lopez

Maureen Milligan

Maurice A. West

Michele Wong Krause

City of Garland

Marc C. Abraham - **Board Vice Chair**

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

Cities of Garland, Rowlett, and Glenn Heights

Mark C. Enoch – **Assistant Secretary**

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

Gary A. Slagel

Randall B. Bryant and Gary A. Slagel were absent.

General Item(s)

1. **Pledge of Allegiance**

The pledge was conducted.

2. **Approval of Minutes: April 28, 2026**

Assistant Secretary Enoch made a motion to adopt the April 28, 2026, Board of Director's meeting Minutes as written.

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

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

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

Speaker Name	City, State, or Employee	Topic
Marilyn Jimmerson	Addison, TX	Service Concern
Mercedes Hall	Dallas, TX	Service Concern

Consent Item(s):

Development & Innovation:

Director MacGregor made a motion to approve Consent items 5-16.

5. **Approval of Contract for Furniture and Equipment Moving Services**

Moved to approve Resolution 260058, stating that the Interim President & Chief Executive Officer or his designee is authorized to award a two-year contract for furniture and equipment moving services [Contract No. C-2097404-01] to Davis Moving and Cleaning, for a total authorized amount not to exceed \$558,433.

6. **Approval of Contract Modification to Pay Tariff Charges for Two Emergency Response Vehicles for the Light Rail Vehicle Fleet**

Moved to approve Resolution 260059, stating that the Interim President & Chief Executive Officer or his designee is authorized to execute a contract modification with Brandt Industries, USA, to increase the not-to-exceed amount by \$380,766 for tariff charges related to the purchase of two emergency response vehicles for the light rail vehicle fleet [Contract No. C-2077555-01], for a new total authorized amount not to exceed \$3,780,766.

7. **Approval of Appointment of Board of Directors for Regional Rail Right-of-Way Company**

Moved to approve Resolution 260060, stating that the following individuals are appointed as Directors of the Regional Rail Right-of-Way Company Board of Directors for a two-year term, commencing May 26, 2026, and expiring no later than May 26, 2028, with each director continuing to serve until his/her successor is appointed by the DART Board of Directors.

Administration:

8. **Approval of Contract Modification for Telecommunications Cabling Services**

Moved to approve Resolution 260061, stating that the Interim President & Chief Executive Officer or his designee is authorized to execute a contract modification for

Telecommunications Cabling Services with AAA Data Communications, Inc. [Contract No. C-2076353-01], to increase the not-to-exceed amount by \$400,000, for a new total authorized amount not to exceed \$722,256.

9. **Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for GoPass® Application Enhancements**

Moved to approve Resolution 260062, stating that the Interim President & Chief Executive Officer or his designee is authorized to execute an interlocal agreement substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the North Central Texas Council of Governments for enhancements to the GoPass mobile app to support the 2026 FIFA World Cup.

Director seconded, and the items were adopted with Director Hrbacek opposing.

Individual Item(s):

Development & Innovation:

10. **+Approval of May 2026 Service Changes Resulting from Withdrawal Election by the Town of Highland Park**

Director MacGregor moved to approve Resolution 260063, stating that the Interim President & Chief Executive Officer or his designee is authorized to approve May 2026 service changes associated with the withdrawal election outcome regarding the Town of Highland Park, as shown in Exhibit 1 to the Resolution.

Director Kennedy seconded, and the item was adopted with Director Hrbacek opposing.

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

Administration:

Director Kennedy announced he recused himself from item 12.

12. **Approval of Board Member Request for International Travel**

After discussion, Director MacGregor moved to approve Resolution 260064, stating that DART Board Member Patrick Kennedy's request to attend the Mpact Transit + Community Conference in Toronto, Canada, in September 2026, is approved.

Director West seconded, and the item was adopted with Directors Barbera and Hrbacek opposing.

13. **Approval of the Restructure of DART Board of Directors**

After discussion, Director MacGregor moved to approve Resolution 260065, stating that the restructure of the Board, as reflected in the following table, is approved:

DART Board Member	City/Town Represented:
Randall B. Bryant	Dallas
Carmen Garcia	Dallas
Patrick J. Kennedy	Dallas
Michele Wong Krause	Dallas
Roy C Lopez	Dallas
Maureen Milligan	Dallas
Maurice A. West	Dallas
Marc C. Abraham	Garland
Rick H. Stopfer	Irving
Anthony Ricciardelli	Plano
Doug Hrbacek	Carrollton and Irving
Enrique A. MacGregor	Cockrell Hill and Dallas
M. Nathan Barbera	Farmers Branch and Plano
Mark C. Enoch	Garland, Glenn Heights, and Rowlett
Gary A. Slagel	Richardson, Addison, and University Park

Director Wong Krause seconded, and the item was adopted with Director Hrbacek opposing.

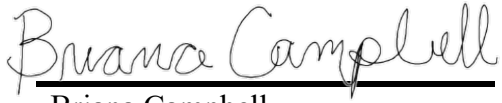
Other Items

14. **Public Comment – General**

Speaker Name	City, State, or Employee	Topic
Robert Ceccarelli	Dallas, TX	Service Issue
Tameka Johnson	Dallas, TX	Employee Concern
Chris Lofton	Lancaster, TX	Contract Concern
Jose Vela	Dallas, TX	Service Concern
Stanley Smalls		Employee Concern
Tammy Greenberg	Dallas, TX	Service Concern
Gaylan Johnston		Service Concern

15. Adjournment

There being no further business, the meeting adjourned at 6:35 p.m.

A handwritten signature in cursive script that reads "Briana Campbell". The signature is written in black ink and is positioned above a solid black horizontal line.

Briana Campbell

Secretary of the Board

/bc



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments:
1. Contract Award Analysis
2. SBE Considerations

Voting Requirements:
Majority

DATE: June 16, 2026

SUBJECT: Approval of Contract for Everpure Enterprise Storage Maintenance

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a five-year contract to Presidio Networked Solutions Group, LLC, for Everpure Enterprise Storage Maintenance [Contract No. C-2097341-01], for a total authorized amount not to exceed \$2,937,248.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for Everpure (previously Pure Storage) Enterprise Storage Maintenance is included in the Technology Department's FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$2,937,248 is included in both the Technology Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Everpure's enterprise storage hardware underpins all DART technology, supporting operational and administrative functions, including systems such as Trapeze, TransitMaster Computer-Aided Dispatch/Automated Vehicle Location (CAD/AVL), Lawson, Genetec, and DART Police applications.
- Maintenance of this hardware is essential to sustaining DART's operational readiness and preserving the agency's state of good repair.
- This contract combines maintenance of all DART's Everpure enterprise storage hardware, previously spread across several contracts, into a single five-year agreement, ensuring continued access to security patches, non-disruptive upgrades, technical support, and hardware/software improvements as they become available.

- Approval of this contract 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 utilizing the State of Texas Department of Information Resources (DIR) cooperative contract, Contract No. DIR-CPO-5400.
- This will be an Indefinite Delivery/Indefinite Quantity (IDIQ)/Firm Fixed Price contract with a term from July 17, 2026, through September 24, 2031.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- 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 SBE 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-5400
DART Contract No. C-2097341-01**

Contract Information

- A. Description:** Pure Storage Support
- B. Contractor:** Presidio Networked Solutions Group, LLC
- C. Contract Number:** C-2097341-01
- D. Contract Amount:** NTE \$2,937,248
- E. Contract Type:** Indefinite Delivery/Indefinite Quantity (IDIQ)/Firm Fixed Price
- F. Performance Period/Term of Contract:** July 17, 2026 through September 24, 2031
- G. Options Available:** N/A
- H. Funding Source:** Local
- I. Price Considerations:** Pricing is considered fair and reasonable per the independent cost estimate and the State of Texas DIR Contract No. DIR-CPO-5400.
- J. Determination of Responsibility:** N/A

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

Presidio Networked Solutions Group, LLC 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 Everpure Enterprise Storage Maintenance

SBE 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 SBE spend dollars will be to and through the State.

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

Approval of Contract for Everpure Enterprise Storage Maintenance

WHEREAS, Everpure's enterprise storage hardware underpins all DART technology, supporting operational and administrative systems such as Trapeze, TransitMaster, Lawson, Genetec, and DART Police applications; and

WHEREAS, maintenance of this hardware is essential to sustaining DART's operational readiness and preserving the agency's state of good repair; and

WHEREAS, this contract ensures continued access to security patches, non-disruptive upgrades, and technical support, and hardware/software improvements as they become available; and

WHEREAS, the contract was procured in accordance with DART Procurement Regulations; and

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

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a five-year contract to Presidio Networked Solutions Group, LLC, for Everpure Enterprise Storage Maintenance [Contract No. C-2097341-01], for a total authorized amount not to exceed \$2,937,248.

Approval of Contract for Everpure Enterprise Storage Maintenance

Prepared by: /s/ Jamie Adelman

Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ David Leininger

David Leininger
Interim President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Approval of Contract for IBM Product Suite Maintenance

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a three-year contract for IBM Product Suite Maintenance to DeSpain and Associates, Inc. dba DAI Source [Contract No. C-2098118-01], for a total authorized amount not to exceed \$817,936.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for IBM Product Suite Maintenance is included in the Technology Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$817,936 is included in both the Technology Department's proposed FY 2027 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this contract is to continue maintenance and software support for the DART IBM product suite.
- IBM's product suite includes IBM InfoSphere DataStage, IBM Planning Analytics, and IBM SPSS Statistics, all of which play critical roles in DART's daily operations.
- DART uses InfoSphere DataStage to facilitate a secure, highly available data exchange between cloud and on-premise enterprise applications, including Lawson, Enterprise Asset Management, Trapeze, Enterprise Project Management, and Workday.
- Finance uses Planning Analytics for enterprise budgeting, forecasting, and financial analysis.
- SPSS Statistics is a powerful statistical analysis tool used across the agency to analyze complex datasets and create reports.

- This contract 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.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- 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 SBE 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 Contract No. DIR-CPO-5227
DART Contract No. C-2098118-01**

Contract Information

- A. Description:** IBM Product Suite Maintenance
- B. Contractor:** DeSpain and Associates, Inc. dba DAI Source
- C. Contract Number:** C-2098118-01
- D. Contract Amount:** \$817,936
- E. Contract Type:** Firm-Fixed Price
- F. Performance Period/Term of Contract:** Three years (10/01/26 – 9/30/29)
- G. Options Available:** N/A
- H. Funding Source:** Local
- I. Price Considerations:** The Texas Department of Information Resources (DIR) contracts for IT goods and services were competitively awarded. The prices offered for these goods and services are based on the State of Texas DIR contract number DIR-CPO-5227 and are considered fair and reasonable.
- J. Determination of Responsibility:**
Reference Check/ Financial Responsibility Survey: Provided via cooperative source.
Arithmetic Check: Yes
Buy America Certification and/or Audit, if applicable: Yes
Debarred/Suspended list: Not on the debarred /suspended list.
- K. Determinations Required:** None

Determination and Recommendation

DeSpain and Associates, Inc. dba DAI Source is determined to be a responsive and responsible contractor through an approved cooperative agreement, has the capacity to perform this contract, and is recommended for award.

Approval of Contract for IBM Product Suite Maintenance

SBE 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 SBE spend dollars will be to and through the State.

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

Approval of Contract for IBM Product Suite Maintenance

WHEREAS, the purpose of this contract is to continue maintenance and software support for the DART IBM product suite; and

WHEREAS, the IBM product suite includes several components that facilitate secure data integration and complex data analysis and modeling, supporting the efficient execution of key business operations; and

WHEREAS, the contract was procured in accordance with DART Procurement Regulations; and

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

WHEREAS, funding for this contract is within the proposed FY 2027 operating budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a three-year contract for IBM Product Suite Maintenance to DeSpain and Associates, Inc. dba DAI Source [Contract No. C-2098118-01], for a total authorized amount not to exceed \$817,936.

Approval of Contract for IBM Product Suite Maintenance

Prepared by: /s/ Jamie Adelman

Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ David Leininger

David Leininger
Interim President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Approval of Contract for Erwin Data Modeler Maintenance

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a three-year contract for Erwin Data Modeler Maintenance to SHI Government Solutions [Contract No. C-2098119-01], for a total authorized amount not to exceed \$512,462.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for Erwin Data Modeler maintenance is included in the Technology Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$512,462 is included in both the Technology Department's approved FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this contract is to continue maintenance and software support for DART's data modeling tool, Erwin, developed by Quest Software.
- Erwin is the primary data modeling tool DART uses to design databases and visualize how agency data relates. It is the foundation for data integrity, ensuring that the data feeding into dashboards and reports guiding critical daily operations is well-structured and trustworthy.
- This contract 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.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- 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 SBE 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 Contract No. DIR-CPO-5241
DART Contract No. C-2098119-01**

Contract Information

- A. Description:** Erwin Data Modeler Maintenance
- B. Contractor:** SHI Government Solutions
- C. Contract Number:** C-2098119-01
- D. Contract Amount:** \$512,462
- E. Contract Type:** Firm-Fixed Price
- F. Performance Period/Term of Contract:** Three years (7/29/26 – 7/28/29)
- G. Options Available:** N/A
- H. Funding Source:** Local
- I. Price Considerations:** The Texas Department of Information Resources (DIR) contracts for IT goods and services were competitively awarded. The prices offered for these goods and services are based on the State of Texas DIR contract number DIR-CPO-5241 and are considered fair and reasonable.
- J. Determination of Responsibility:**
Reference Check/ Financial Responsibility Survey: Provided via cooperative source.
Arithmetic Check: Yes
Buy America Certification and/or Audit, if applicable: Yes
Debarred/Suspended list: Not on the debarred /suspended list.
- K. Determinations Required:** None

Determination and Recommendation

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

Approval of Contract for Erwin Data Modeler Maintenance

SBE 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 SBE spend dollars will be to and through the State.

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

Approval of Contract for Erwin Data Modeler Maintenance

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

WHEREAS, Erwin is the primary data modeling tool DART uses to design databases and visualize how agency data relates; and

WHEREAS, this tool is the foundation for data integrity, ensuring that the data feeding into dashboards and reports guiding critical daily operations is well-structured and trustworthy; and

WHEREAS, the contract was procured in accordance with DART Procurement Regulations; and

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

WHEREAS, funding for this contract is within approved budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a three-year contract for Erwin Data Modeler Maintenance to SHI Government Solutions [Contract No. C-2098119-01], for a total authorized amount not to exceed \$512,462.

Approval of Contract for Erwin Data Modeler Maintenance

Prepared by: /s/ Jamie Adelman

Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ David Leininger

David Leininger
Interim President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Approval of Contract for Kahua Enterprise Project Management Information System

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a three-year contract with two one-year options for Enterprise Project Management Information System (PMIS) services and licenses [Contract No. C-2098679-01] with Kahua, Inc., in an amount not to exceed \$5,092,111.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for an Enterprise PMIS is included in the Technology Department's FY 2026 operating budget and in the Enterprise Project Management (EPM) Transformational Initiative project in the FY 2026 capital budget.
- Sufficient funding for this contract in the amount of \$5,092,111 is included in: 1) the Technology Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan; and 2) the EPM Transformational Initiative capital project and the Agency-Wide capital line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- On June 24, 2025 (Resolution No. 250065), the Board awarded a five-year contract for \$1,805,720 to Kahua for a limited PMIS subscription to advance DART Transform while transitioning the agency to the new system (Phase 1). The purpose of this contract is to expand the system enterprise-wide as Phase 2 of that planned implementation.
- A 2024 internal audit of the project management process (Audit #24F07) resulted in a roadmap to determine the appropriate project management tools for the agency, and in October 2024, the Board directed staff to replace the existing enterprise project management application (Masterworks).

- A cross-functional team evaluated 13 PMIS solutions' out-of-the-box capabilities against DART's construction, project, financial, and contract management requirements. The extensive evaluation process included market research, product presentations, vendor interviews, and on-site demonstrations, with executive participation from Operations, Development, Finance, Procurement, and Technology. The team determined that Kahua best meets the agency's functional and technical requirements.
- Approval of this contract supports Agency Strategic Goal 2: Culture of Contribution – Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth; and Strategic Goal 3: Quality Service – Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

PROCUREMENT CONSIDERATIONS

- The June 2025 contract was awarded through an approved cooperative agreement and after an extensive evaluation process. Based on that evaluation and the vendor's ensuing performance, it is in the agency's best interest to award this contract to Kahua, Inc.
- This will be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for three years with two one-year options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- Due to the intellectual rights and proprietary nature of this procurement, it is recognized as non-eligible for goal setting per the deviation to DART's Procurement Regulations regarding Software Licenses and Maintenance Agreements.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
Contract No. C-2098679-01

Contract Information

- A. Description:** Project Management Information System
- B. Contractor:** Kahua, Inc.
- C. Contract Number:** C-2098679-01
- D. Contract Amount:** Not to exceed \$5,092,111
- E. Contract Type:** Indefinite Delivery / Indefinite Quantity (IDIQ)
- F. Performance Period/Term of Contract:** Three years
- G. Options Available:** Two one-year options
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Determination of Responsibility**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: N/A
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred/suspended list
- B. Negotiation Memorandum:** Available for review in the contract file.
- C. Cost & Price Considerations:** Pricing is determined to be fair and reasonable compared to similar DART projects and the independent cost estimate.
- D. Protests Received:** N/A
- E. Determinations Required:** N/A

Determination and Recommendation

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

Approval of Contract for Kahua Enterprise Project Management Information System

SBE Considerations

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

Summary of EEO-1 Report

Kahua, Inc. is located in Alpharetta, GA and employs 332 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	14	9	13	6	185	227	68.37%
FEMALES	11	4	11	9	70	105	31.63%
TOTAL	25	13	24	15	255	332	100%
PERCENTAGE	7.53%	3.92%	7.23%	4.52%	76.80%	100%	

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

Approval of Contract for Kahua Enterprise Project Management Information System

WHEREAS, in October 2024, after an internal audit of the project management process, the Board directed staff to replace the existing enterprise project management information system (PMIS); and

WHEREAS, a cross-functional team evaluated 13 PMIS solutions' out-of-the-box capabilities against DART's construction, project, financial, and contract management requirements, and Kahua best meets the agency's functional and technical requirements; and

WHEREAS, on June 24, 2025 (Resolution No. 250065), the Board awarded a contract to Kahua for a limited PMIS subscription to advance DART Transform during the transition to the new system; and

WHEREAS, the purpose of this contract is to expand the system enterprise-wide as Phase 2 of the planned PMIS implementation; and

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

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

WHEREAS, sufficient funding for this contract is included in approved FY 2026 budget and 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute a three-year contract with two one-year options for Enterprise Project Management Information System services and licenses [Contract No. C-2098679-01] with Kahua, Inc., in an amount not to exceed \$5,092,111.

Approval of Contract for Kahua Enterprise Project Management Information System

Prepared by: /s/ Jamie Adelman

Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ David Leininger

David Leininger
Interim President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

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

DATE: June 16, 2026

SUBJECT: Approval of Contract for Kahua Implementation Services

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a two-year contract for Enterprise Project Management Information System (PMIS) implementation services [Contract No. C-2096513-01] with Kahua, Inc., in an amount not to exceed \$1,938,000.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by majority vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for implementation services to support Phase 2 of the planned Kahua implementation is included in the Enterprise Project Management (EPM) Transformational Initiative project in the FY 2026 capital budget.
- Sufficient funding for this contract in the amount of \$1,938,000 is included in the EPM Transformational Initiative capital project budget and the Agency-Wide capital line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- On June 24, 2025 (Resolution No. 250065), the Board awarded a contract to Kahua, Inc., for a limited PMIS subscription to advance DART Transform during the transition from the previous system (Phase 1).
- This contract is for Kahua, Inc., to support DART during Phase 2 implementation as we design, configure, integrate, and migrate to the new system agency-wide.
- Approval of this contract supports Agency Strategic Goal 2: Culture of Contribution – Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth; and Strategic Goal 3: Quality Service – Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

PROCUREMENT CONSIDERATIONS

- The June 2025 contract was awarded through an approved cooperative agreement and after an extensive evaluation process. Based on that evaluation and the vendor's ensuing performance, it is in the agency's best interest to award this contract to Kahua, Inc.
- This will be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for two years from Notice to Proceed.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- Due to the intellectual rights and proprietary nature of this procurement, it is recognized as non-eligible for goal setting per the deviation to DART's Procurement Regulations regarding Software Licenses and Maintenance Agreements.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
Contract No. C-2096513-01

Contract Information

- A. Description:** Kahua Professional Services
- B. Contractor:** Kahua, Inc.
- C. Contract Number:** C-2096513-01
- D. Contract Amount:** Not to exceed \$1,938,000
- E. Contract Type:** Indefinite Delivery / Indefinite Quantity (IDIQ)
- F. Performance Period/Term of Contract:** Two years from Notice to Proceed
- G. Options Available:** N/A
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Determination of Responsibility**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: N/A
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred/suspended list
- B. Negotiation Memorandum:** Available for review in the contract file.
- C. Cost & Price Considerations:** Pricing is determined to be fair and reasonable compared to similar DART projects and the independent cost estimate.
- D. Protests Received:** N/A
- E. Determinations Required:** N/A

Determination and Recommendation

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

Approval of Contract for Kahua Implementation Services

SBE Considerations

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

Summary of EEO-1 Report

Kahua, Inc. is located in Alpharetta, GA and employs 332 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
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PERCENTAGE	7.53%	3.92%	7.23%	4.52%	76.80%	100%	

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

Approval of Contract for Kahua Implementation Services

WHEREAS, the purpose of this contract is for Kahua, Inc., to provide implementation support to DART during Phase 2 of the planned Enterprise Project Management Information System (PMIS) project following the Board action of October 2024, directing DART staff to find a replacement for the existing PMIS, and the Board action of June 2025 (Resolution No. 250065), authorizing the initial contract with Kahua, Inc.; and

WHEREAS, a noncompetitive procurement for two years 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 FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute a two-year contract for Enterprise Project Management Information System implementation services [Contract No. C-2096513-01] to Kahua, Inc., in an amount not to exceed \$1,938,000.

Approval of Contract for Kahua Implementation Services

Prepared by: /s/ Jamie Adelman

Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ David Leininger

David Leininger
Interim President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachment: 1. Easement Location	Voting Requirements: Majority
---	--

DATE: June 16, 2026

SUBJECT: Approval to Convey a Water Line Easement Located at or near 3465 Technology Drive, Plano, Texas 75074, to the City of Plano

RECOMMENDATION

Approval of a resolution: 1) declaring DART's interest in 3,455 square feet (0.079 acres) located at or near 3465 Technology Drive, Plano, Texas, surplus to DART's needs; and 2) authorizing the Interim President & Chief Executive Officer or his designee to proceed with the sale of the easement, for the fair market value as determined by an appraisal, subject to the approval of the Federal Transit Administration (FTA).

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- DART will receive fair market value for the easement, as established by an independent appraisal prepared by a Texas State Certified Real Estate Appraiser and reviewed by DART's Chief Appraiser, a State Certified Real Estate Appraiser.

BUSINESS PURPOSE

- Approval of this real estate transaction will assist in achieving Agency Strategic Goal 3: Quality of Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.
- During the construction of the new Silver Line Equipment Maintenance Facility (EMF), a conflicting 20-inch water line was identified in the DART right-of-way at the location of the proposed EMF yard track.
- The water line was permitted under two separate instruments: 1) an existing easement running parallel to the tracks on DART-owned right-of-way; and 2) a license agreement crossing the tracks.
- Construction of the yard track necessitated the relocation of the 20-inch water line to a new location that would allow for the isolation of valves and concrete casing for future maintenance of the water line without disruption to the Silver Line passenger rail service or the EMF yard

operations. Rather than replace the existing license agreement with a new license covering the new location of the water line, the City of Plano desires to acquire an easement in its place.

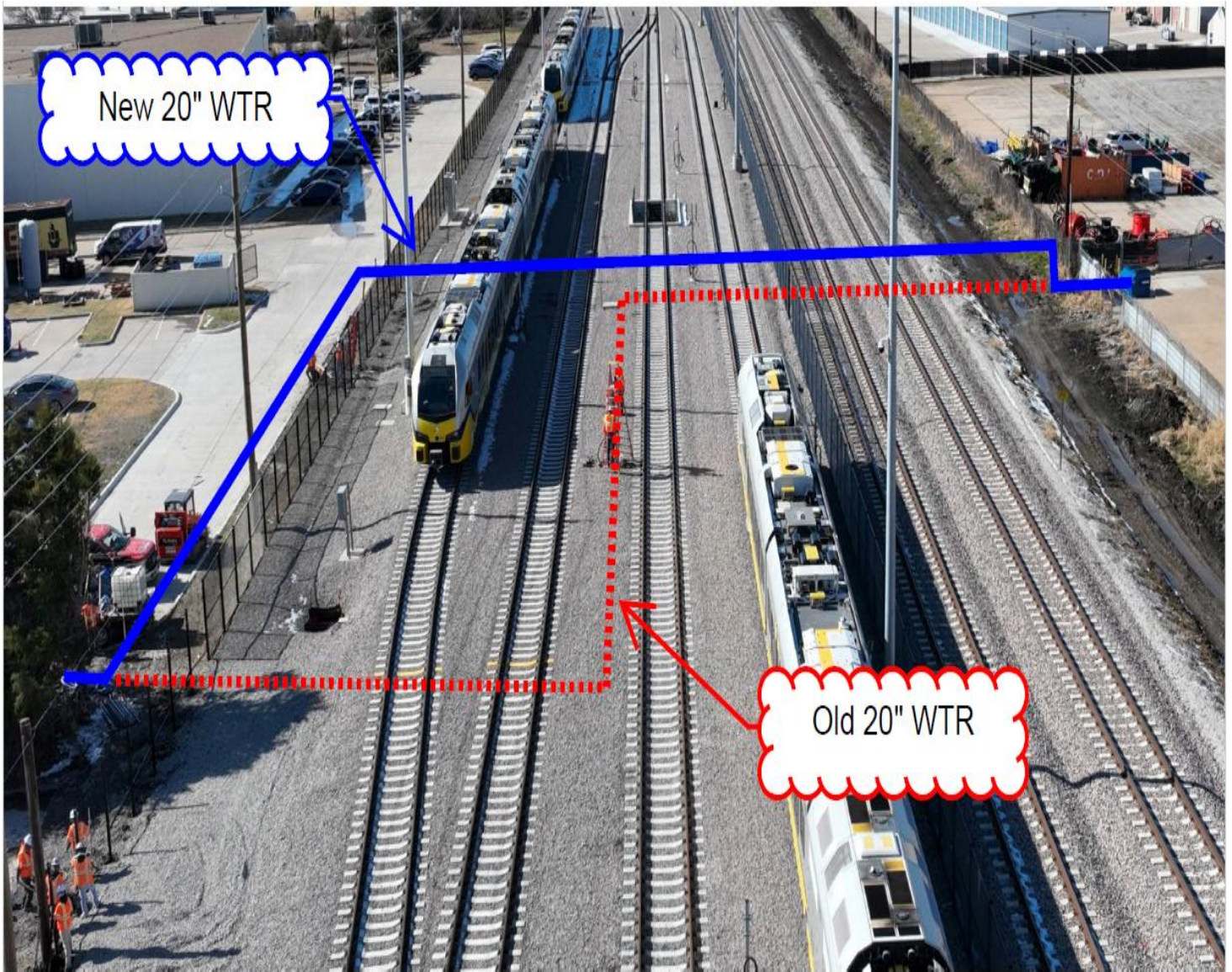
- The relocation of the water line has already been completed in coordination with the City of Plano.
- The City of Plano has agreed to compensate DART for fair market value for the water line easement, illustrated in Attachment 1, and fully described in Exhibit 1 of the resolution.
- The Board has been provided with a confidential packet under separate cover outlining the details of the proposed transaction.

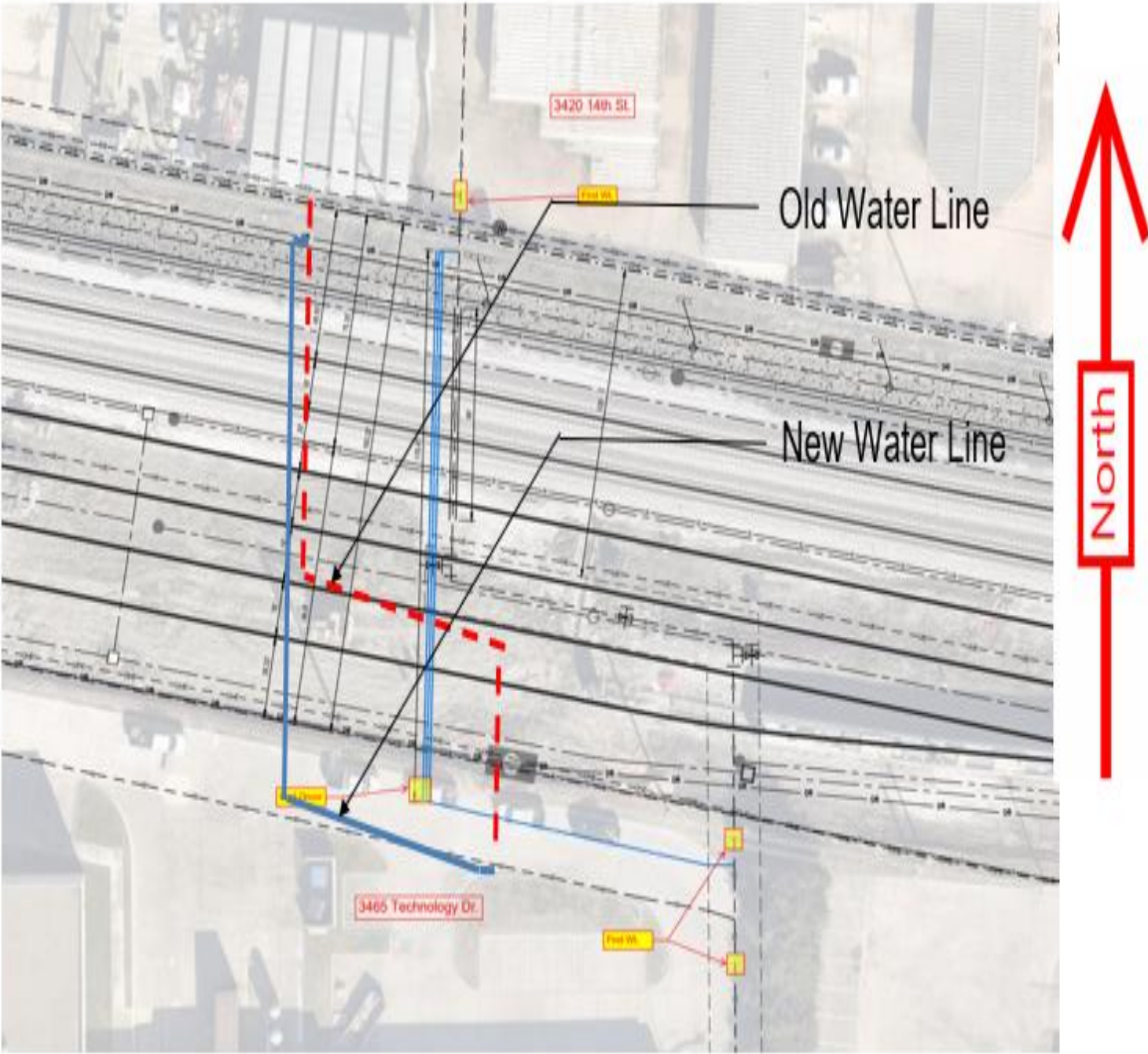
APPRAISAL INFORMATION

- An appraisal has been prepared by a Texas State Certified Real Estate Appraiser and reviewed by DART's Chief Appraiser, a state certified real estate appraiser.

LEGAL CONSIDERATIONS

- Section 452.054 of the Texas Transportation Code authorizes DART to dispose of any rights of interest in real property which are not needed for the efficient operations and maintenance of the public transportation system.





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

**Approval to Convey a Water Line Easement Located at or near 3465 Technology Drive,
Plano, Texas 75074, to the City of Plano**

WHEREAS, Dallas Area Rapid Transit (DART) was created to provide a regional public transportation system and the acquisition and disposition of real property are fundamental functions of the agency; and

WHEREAS, DART constructed the Silver Line Equipment Maintenance Facility (EMF) to support the Silver Line Regional Rail passenger service; and

WHEREAS, during construction of the EMF, a City of Plano 20-inch water line was identified in DART's right-of-way, which was permitted under an existing easement and license agreement; and

WHEREAS, construction of the EMF yard track necessitated the relocation of the 20-inch water line to a new location that would allow for the isolation of valves and concrete casing for future maintenance of the water line without disruption to the Silver Line passenger rail service or the EMF yard operations; and

WHEREAS, the City of Plano desires to replace the license agreement with an easement interest for the relocated water line; and

WHEREAS, the City of Plano will pay fair market value for the easement interest, as determined by an independent appraisal by a Texas state certified appraiser; and

WHEREAS, approval of the Federal Transit Administration is required for the conveyance of the easement.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that DART's interest in the water line easement area described in Exhibit 1 is hereby declared surplus to DART's mass transit requirements, and that the Interim President & Chief Executive Officer, or his designee, is authorized to convey the subject easement rights to the City of Plano for fair market value, subject to approval by the Federal Transit Administration.

**Approval to Convey a Water Line Easement Located at or near 3465 Technology Drive, Plano,
Texas 75074, to the City of Plano**

Prepared by: /s/ Melvin E. Walker, III
Trey Walker, P.E.
Interim Executive Vice President/
Chief Development Officer

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

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

DART SILVER LINE
EQUIPMENT MAINTENANCE FACILITY (EMF)

PARCEL 14
20' WATERLINE EASEMENT

DALLAS AREA RAPID TRANSIT
RIGHT-OF-WAY

BEING a 3,455 square foot (0.079 acre) tract of land situated in the Eli Murphy Survey, Abstract Number 597, being a portion of a 165-foot right-of-way conveyed to Dallas Area Rapid Transit by the Deed recorded in Volume 3424, Page 126, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found in the South line of the Dallas Area Rapid Transit (henceforth referred to as DART) railroad right-of-way (a 165-foot wide right-of-way), for the Northeast corner of Lot 1R, Block 21, Central Plano Industrial Park, an addition to the City of Plano according to the plat recorded in Instrument Number 201001319010000500, Official Public Records, Collin County, Texas, and the Northwest corner of Lot 7, Block 1, Plano Tech Center, an addition to the City of Plano according to the plat recorded in Cabinet N, Page 578, said Plat Records, from which a 1/2-inch iron rod with a cap stamped 'HALFF' found in the North line of the Technology Drive right-of-way (a 60-foot public right-of-way), for the Southeast corner of said Lot 1R and the Southwest corner of said Lot 7 bears South 00 degrees, 27 minutes, 41 seconds East, a distance of 330.27 feet. Said POINT OF COMMENCING having coordinates of N: 7,056,321.80, E: 2,529,561.939, Grid;

THENCE: North 80 degrees, 12 minutes, 36 seconds West, with the North line of said Lot 1R and the South line of said DART railroad right-of-way, a distance of 119.90 feet to a 5/8-inch iron rod with a yellow cap stamped 'DUNAWAY ASSOC.' set (all of the following iron rods set being so capped and stamped) for the POINT OF BEGINNING of the tract herein described. Said POINT OF BEGINNING having coordinates of N: 7,056,341.564, E: 2,529,443.801, Grid;

THENCE: North 80 degrees, 12 minutes, 36 seconds West, with the North line of said Lot 1R and the South line of said DART railroad right-of-way, a distance of 20.21 feet to a 5/8-inch iron rod set;

THENCE: North 01 degrees, 43 minutes, 50 seconds East, departing the North line of said Lot 1R, over and across said DART railroad right-of-way, at a distance of 162.20 feet pass a 5/8-inch iron rod set for reference, in all a total distance of 167.20 feet to North line of said DART railroad right-of-way, for the Southeast corner of Lot 2R, Block A, Plano Mini-Warehouse Addition, an addition to the City of Plano according to the plat recorded in Volume 2019, Page 458, Plat Records, Collin County, Texas, the Southwest corner of Lot 4, Block A, Plano Mini-Warehouse Addition, an addition to the City of Plano according to the plat recorded in Cabinet F, Page 500, Plat Records, Collin County, Texas;

THENCE: South 80 degrees, 12 minutes, 23 seconds East, with the South line of said Lot 4 and the North line of said DART railroad right-of-way, a distance of 27.72 feet to a 5/8-inch iron rod set in the South line of said Lot 4 and the North line of said DART railroad right-of-way;

THENCE: South 01 degrees, 43 minutes, 50 seconds West, departing the South line of said Lot 4, over and across said DART railroad right-of-way, a distance of 14.18 feet to a 5/8-inch rod set;

DART SILVER LINE
EQUIPMENT MAINTENANCE FACILITY (EMF)

PARCEL 14
20' WATERLINE EASEMENT

DALLAS AREA RAPID TRANSIT
RIGHT-OF-WAY

THENCE: North 88 degrees, 16 minutes, 10 seconds West, continuing over and across said DART railroad right-of-way, a distance of 7.44 feet to a 5/8-inch iron rod set;

THENCE: South 01 degrees, 43 minutes, 50 seconds West, continuing over and across said DART railroad right-of-way, a distance of 151.96 feet to the POINT OF BEGINNING and containing 3,455 square feet (0.079 acres) of land, more or less.

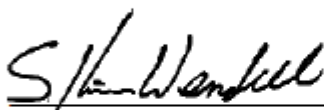
This description is accompanied by a Map of Survey of even date.

Surveyed on the ground April, 2026.

Bearings are based on Global Positioning Satellite (GPS) observations using an RTK Network. Horizontal data is on the North American Datum of 1983 (NAD '83)(2011 Adjustment). Coordinates are on the Texas State Plane Coordinate System, North Central Zone (4202), with all distances adjusted to surface using a project combined scale factor of 1.000136506.

Unless otherwise noted, all easement corners are monumented with a 5/8-inch iron rod with a yellow cap stamped 'DUNAWAY ASSOC'.

I, S. Kevin Wendell, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this real property description and map of survey represents an actual survey made on the ground under my supervision.



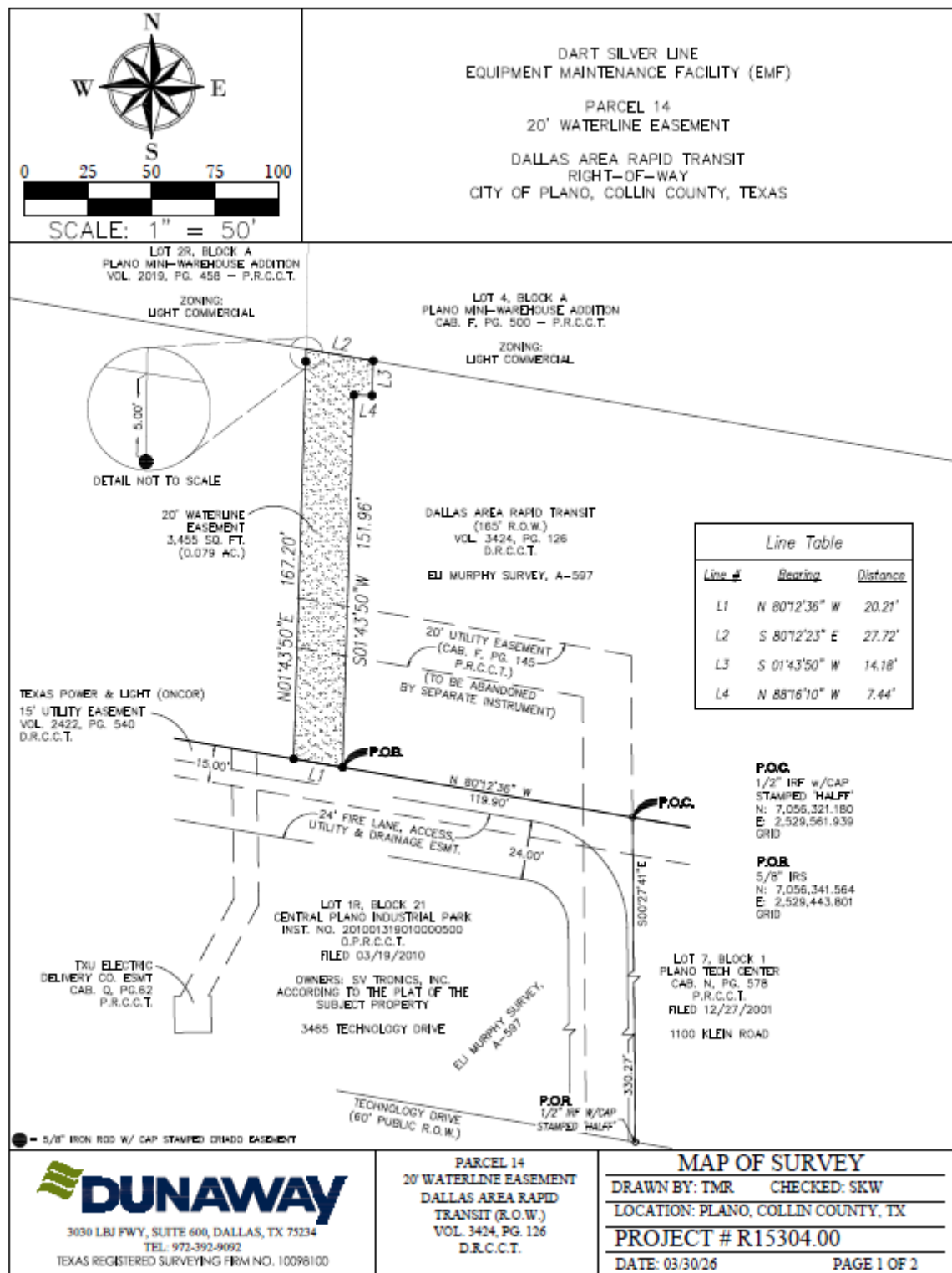
S. Kevin Wendell
Registered Professional Land Surveyor
Texas Registration No. 5500

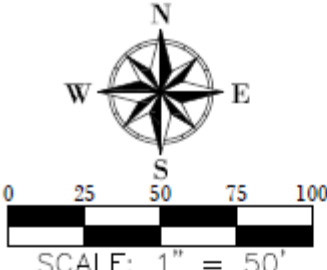
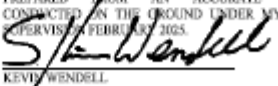
Dunaway Associates
TBPLS Firm Registration No. 10098100
3030 Lyndon B. Johnson Fwy, Suite 600
Dallas, Texas 75234
(972) 392-9092
kwendell@dunaway.com

04/21/26

Date





	DART SILVER LINE EQUIPMENT MAINTENANCE FACILITY (EMF) PARCEL 14 20' WATERLINE EASEMENT DALLAS AREA RAPID TRANSIT RIGHT-OF-WAY CITY OF PLANO, COLLIN COUNTY, TEXAS																						
NOTES: 1. BEARINGS ARE BASED ON GLOBAL POSITIONING SATELLITE (GPS) OBSERVATIONS USING AN RTK NETWORK. HORIZONTAL DATA IS ON THE NORTH AMERICAN DATUM OF 1983 (NAD '83)(2011 ADJUSTMENT). COORDINATES ARE ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), WITH ALL DISTANCES ADJUSTED TO SURFACE USING A PROJECT COMBINED SCALE FACTOR OF 1.000136506. 2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE SURVEYOR DID NOT RESEARCH THE SUBJECT PROPERTY TITLE INFORMATION AND/OR ENCROACHMENTS. THERE MAY BE EASEMENT AND OR RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN HEREON. 3. THIS MAP OF SURVEY IS ACCOMPANIED BY A SEPARATE REAL PROPERTY DESCRIPTION OF EVEN DATE. 4. SURVEYED ON THE GROUND APRIL, 2026																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">LEGEND</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">○</td> <td>MONUMENT FOUND (AS NOTED)</td> </tr> <tr> <td style="text-align: center;">●</td> <td>5/8" IRS W/YELLOW CAP STAMPED 'DUNAWAY ASSOC.'</td> </tr> <tr> <td>O.P.R.C.C.T.</td> <td>OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS</td> </tr> <tr> <td>P.R.C.C.T.</td> <td>PLAT RECORDS OF COLLIN COUNTY, TEXAS</td> </tr> <tr> <td>D.R.C.C.T.</td> <td>DEED RECORDS OF COLLIN COUNTY, TEXAS</td> </tr> <tr> <td>VOL./PG.</td> <td>VOLUME/PAGE</td> </tr> <tr> <td>P.O.C.</td> <td>POINT OF COMMENCING</td> </tr> <tr> <td>P.O.B.</td> <td>POINT OF BEGINNING</td> </tr> <tr> <td>P.O.R.</td> <td>POINT OF REFERENCE</td> </tr> <tr> <td>R.O.W.</td> <td>RIGHT-OF-WAY</td> </tr> </tbody> </table>  THIS IS TO CERTIFY THAT THIS MAP OF SURVEY WAS PREPARED FROM AN ACCURATE SURVEY CONDUCTED ON THE GROUND UNDER MY DIRECT SUPERVISION FEBRUARY 2025.  04/21/26 KEVIN WENDELL REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 5500 DATE:		LEGEND		○	MONUMENT FOUND (AS NOTED)	●	5/8" IRS W/YELLOW CAP STAMPED 'DUNAWAY ASSOC.'	O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS	P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS	D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS	VOL./PG.	VOLUME/PAGE	P.O.C.	POINT OF COMMENCING	P.O.B.	POINT OF BEGINNING	P.O.R.	POINT OF REFERENCE	R.O.W.	RIGHT-OF-WAY
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 3030 LBJ FWY, SUITE 600, DALLAS, TX 75234 TEL: 972-392-9092 TEXAS REGISTERED SURVEYING FIRM NO. 10098100	PARCEL 14 20' WATERLINE EASEMENT DALLAS AREA RAPID TRANSIT (R.O.W.) VOL. 3424, PG. 126 D.R.C.C.T.	MAP OF SURVEY <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">DRAWN BY: TMR</td> <td style="border-bottom: 1px solid black;">CHECKED: SKW</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">LOCATION: PLANO, COLLIN COUNTY, TX</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">PROJECT # R15304.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">DATE: 03/30/26</td> <td style="border-bottom: 1px solid black;">PAGE 2 OF 2</td> </tr> </table>	DRAWN BY: TMR	CHECKED: SKW	LOCATION: PLANO, COLLIN COUNTY, TX		PROJECT # R15304.00		DATE: 03/30/26	PAGE 2 OF 2													
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PROJECT # R15304.00																							
DATE: 03/30/26	PAGE 2 OF 2																						



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

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

DATE: June 16, 2026

SUBJECT: Approval of Contract for Tire Kits for DART's Light Rail Vehicle Fleet

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a two-year contract to Penn Machine Company, LLC [C-2097342-01] for the purchase of tire kits for DART's Light Rail Vehicle (LRV) fleet, for a total authorized amount not to exceed \$3,288,600.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for Tire Kits for DART's Light Rail Vehicle Fleet is included in the Vehicle Maintenance Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$3,288,600 is included in both the Vehicle Maintenance Department's FY 2026 Operating budget and the Total Operating Expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract supports Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- To ensure service reliability and passenger safety, DART must maintain 163 LRVs in a state of good repair. Failure to maintain the integrity of the LRV tires will lead to system malfunction, lack of passenger safety, and delays for our customers.
- Tire kits, which consist of steel wheels, associated hardware, and rubber block inserts, must be replaced periodically over the LRV's 30-year life span because of normal wear and excessive braking caused by adverse weather conditions or main-line intrusions like vehicles or pedestrians in the right of way.

- Rail Fleet Maintenance regularly inspects each LRV, including tires, every 10,000 miles as part of preventative maintenance.
- LRV tires are a critical safety component that support vehicle alignment and ride quality; they must be replaced with wear.
- Maintaining an adequate stock of tire kits helps prevent service disruptions and vehicle downtime by allowing quick replacement of worn tires so vehicles can return to service quickly for our customers.

PROCUREMENT CONSIDERATIONS

- On March 2, 2026, a sole source solicitation was sent to one firm.
- This will be a requirement contract with a two-year term.
- Penn Machine Company, LLC, is the sole provider for tire kits for DART's Light Rail Vehicle (LRV) fleet.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in January 2026 at 5% SBE participation.
- Penn Machine Company, LLC, the prime contractor, has no direct SBE participation for this project.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Sole Source)
Solicitation No. S-2097342**

Contract Information

- A. Description:** Tire Kits for DART's Light Rail Vehicle Fleet
- B. Contractor:** Penn Machine Company, LLC
- C. Contract Number:** C-2097342-01
- D. Contract Amount:** \$3,288,600
- E. Contract Type:** Requirements
- F. Term of Contract:** Two-Year
- G. Options Available:** N/A
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Determination of Responsibility**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Upon Award
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the Debarred/Suspended List
- B. Negotiation Memorandum:** Available for review in the contract file.
- C. Cost & Price Considerations:** Prices were determined to be fair and reasonable based on negotiations, historical prices adjusted for inflation, and the Producer Price Index (PPI).
- D. Protests Received:** None
- E. Determinations Required:** Use of Sole Source Procurement

Determination and Recommendation

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

Approval of Contract for Tire Kits for DART's Light Rail Vehicle Fleet

SBE Considerations

The goal for this contract was established in January 2026 at 5% SBE participation. Penn Machine Company, LLC, the prime contractor, has no direct SBE participation for this project.

Summary of EEO-1 Report

Penn Machine Company, LLC is located in Johnstown, PA and employs 116 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	1	2	0	1	105	109	93.97%
FEMALES	0	0	0	0	7	7	6.03%
TOTAL	1	2	0	1	112	116	100%
PERCENTAGE	0.86%	1.72%	0.00%	0.86%	96.56%	100%	

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

Approval of Contract for Tire Kits for DART's Light Rail Vehicle Fleet

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

WHEREAS, LRVs require tires to move along the tracks, and periodic replacement of LRV tires is necessary because of wear from direct contact with the rail; and

WHEREAS, DART remains consistent with the manufacturer's recommendations in replacing worn LRV tires for adequate vehicle performance, passenger safety, and to maintain the integrity of the rail system; and

WHEREAS, the contract was procured in accordance with DART Procurement Regulations; and

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

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a two-year contract to Penn Machine Company, LLC [C-2097342-01] for the purchase of tire kits for DART's Light Rail Vehicle fleet, for a total authorized amount not to exceed \$3,288,600.

Approval of Contract for Tire Kits for DART's Light Rail Vehicle Fleet

Prepared by: /s/ Trenise Winters

Trenise Winters
Executive Vice President/
Chief Operations Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ David Leininger

David Leininger
Interim President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Procurement Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Approval of Contract Modification for DART Police Communications Platform

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a contract modification for a web-based communications platform [Contract No. C-2085222-01] with ReadyOps Communications, Inc., to increase the not-to-exceed amount by \$150,000, for a new total authorized amount not to exceed \$399,500.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract modification for a DART Police Communications Platform is included in the Police Department's approved FY 2026 operating budget.
- Sufficient funding for this contract modification in the amount of \$150,000 is included in both the Police Department's FY 2026 Operating budget and the Total Operating Expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this item will modify the existing contract by increasing the total authorized amount to provide a secure web-based planning and communications platform. The system will efficiently and effectively plan, manage, communicate, and direct activities within the agency and the DART Police Department.
- In July 2024, the original contract was awarded to ReadyOps Communications, Inc., in the amount of \$200,000, which was below the \$249,999 threshold requiring Board approval. In September 2025, the contract was modified, increasing the not-to-exceed total to \$249,500. This contract modification will make the total contract amount exceed the Board approval threshold, thus requiring Board approval.

- Approval of this contract modification 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.

PROCUREMENT CONSIDERATIONS

- The term of the contract is four years from the award date of July 24, 2024.
- The pricing is fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- Due to the intellectual rights and proprietary nature of this procurement, it is recognized as non-eligible for goal setting per the deviation to DART's Procurement Regulations regarding Software Licenses and Maintenance Agreements.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

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

Contract Information

- A. Contract Description:** ReadyOps Services
- B. Contractor:** ReadyOps Communications, Inc.
- C. Contract Number:** C-2085222-01
- D. Contractual Action:** Increase funding
- E. Current Contract Amount:** \$249,500
- F. Contract Modification Amount:** \$150,000
- G. New Contract Amount:** \$399,500
- H. Contract Type:** Indefinite Delivery/Indefinite Quantity
- I. Current Term of Contract/Performance Period:** 07/24/24 – 07/24/28
- J. Remaining Options Available:** N/A
- K. Price Considerations:** Pricing determined to be fair and reasonable based on historical pricing.
- L. Negotiation Memorandum:** N/A.
- 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: Satisfactory
On-Site Inspection: N/A
Arithmetic Check: N/A
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

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

Approval of Contract Modification for DART Police Communications Platform

SBE Considerations

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

Summary of EEO-1 Report

ReadyOps Communications, Inc., is located in Clearwater, FL and employs 10 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENT
MALES	1	0	0	0	8	9	90.00%
FEMALES	0	0	0	0	1	1	10.00%
TOTAL	1	0	0	0	9	10	100%
PERCENTAGE	10.00%	0.00%	0.00%	0.00%	90.00%	100%	

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

Approval of Contract Modification for DART Police Communications Platform

WHEREAS, in July 2024, the original contract was awarded to ReadyOps Communications, Inc., in the amount of \$200,000, which was below the \$249,999 threshold requiring Board approval. In September 2025, the contract was modified increasing the not-to-exceed total to \$249,500. This contract modification will make the total contract amount exceed the Board approval threshold, thus requiring Board approval; and

WHEREAS, this contract modification will increase the total authorized amount to provide a secure web-based planning and communications platform. The system will efficiently and effectively plan, manage, communicate and direct activities within the agency and the DART Police Department; and

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

WHEREAS, funding for this contract modification is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute a contract modification for a web-based communications platform [Contract No. C-2085222-01] with ReadyOps Communications, Inc., to increase the not-to-exceed amount by \$150,000, for a new total authorized amount not to exceed \$399,500.

Approval of Contract Modification for DART Police Communications Platform

Prepared by: /s/ Charles Cato

Charles Cato
Chief, DART Police and
Emergency Management

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ David Leininger

David Leininger
Interim President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements: Majority
--

DATE: June 16, 2026

SUBJECT: Approval of Interlocal Agreement with Dallas College for Law Enforcement Support during FIFA

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Dallas College for law enforcement support during the 2026 FIFA World Cup.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- The North Central Texas Council of Governments will reimburse DART up to \$2,475,354 for security services for the 2026 FIFA World Cup.

BUSINESS PURPOSE

- North Texas is hosting nine matches, the International Broadcast Center, and a Fan Festival during the 2026 FIFA World Cup, attracting thousands of local and international visitors.
- DART's law enforcement plan to support these events includes significant collaboration with local authorities such as the law enforcement at Dallas College. This agreement will delineate the terms of such collaboration.
- The agreement begins at execution and terminates on August 31, 2026.

LEGAL CONSIDERATIONS

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

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

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

Approval of Interlocal Agreement with Dallas College for Law Enforcement Support during FIFA

WHEREAS, North Texas is hosting nine matches, the International Broadcast Center, and a Fan Festival during the 2026 FIFA World Cup, attracting thousands of local and international visitors; and

WHEREAS, DART's law enforcement plan to support these events includes significant collaboration with local authorities such as the law enforcement at Dallas College, and this agreement will delineate the terms of such collaboration; and

WHEREAS, the North Central Texas Council of Governments will reimburse DART up to \$2,475,354 for security services for the 2026 FIFA World Cup.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Dallas College for law enforcement support during the 2026 FIFA World Cup.

Approval of Interlocal Agreement with Dallas College for Law Enforcement Support during FIFA

Prepared by: /s/ Charles Cato

Charles Cato
Chief, DART Police and
Emergency Management

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ David Leininger

David Leininger
Interim President &
Chief Executive Officer

**INTERLOCAL AGREEMENT
BETWEEN
DALLAS COLLEGE
AND
DALLAS AREA RAPID TRANSIT**

This Interlocal Agreement (the “Agreement”) is entered into on by and between **Dallas College**, a Texas Public Institution for Higher Learning (“Dallas College”), and **Dallas Area Rapid Transit** (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, acting by and through their respective signatories, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, for the purpose of outlined in the Agreement below. The Dallas College and DART may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

WHEREAS, Dallas College and DART are local governments as defined in Chapter 791 of the Texas Government Code and have the authority to enter into this Agreement, and have each entered into this Agreement in the appropriate manner prescribed by law;

WHEREAS, DART Police Department will provide public transit security services and rail corridor operations in support of Federation Internationale de Football Association (FIFA) World Cup 2026 match days and related public events occurring within DART properties;

WHEREAS, Dallas College wishes to provide off-duty Dallas College law enforcement personnel to provide operational support to assist DART police officers with public safety operations during such FIFA World Cup 2026 match days and related public events occurring within DART facilities and operational areas;

WHEREAS, DART wishes to collaborate and work with Dallas College law enforcement staff to provide comprehensive and responsive public transit security services on DART properties and rail corridor operations during the upcoming FIFA World Cup 2026 match days and related public events;

WHEREAS, the Parties, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies.

THEREFORE, in consideration of the mutual covenants and undertakings of the parties, the receipt and sufficiency of which is hereby acknowledged, Dallas College and DART agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish the responsibilities, staffing, coordination, and reimbursement terms between Dallas College and DART for the provision of public safety services in support of FIFA World Cup 2026 operations within DART-designated properties, facilities, and adjacent operational areas.

**ARTICLE II
TERM**

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement (“Effective Date”) and shall remain in full force and effect through August 31, 2026, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III SERVICES

A. Role of Dallas College:

1. Dallas College shall designate up to six (6) off-duty law enforcement officers to be utilized by DART police during every match day described in **Exhibit A**, attached and hereby incorporated into this Agreement.
 - a. Dallas College shall provide up to six (6) DISD police officers for each designated match day to work in the designated operational period.
 - b. Pursuant to **Exhibit A**, operational periods vary from match to match.
2. Dallas College shall provide Dallas College position assignments to DART police Command Staff in advance of each match day to ensure proper planning, notification, and documentation.
3. Dallas College shall anticipate staffing levels of Dallas College police officers may be adjusted based on personnel availability and operational necessity.
4. Dallas College shall anticipate relief and backfill staffing for Dallas College police personnel shall be coordinated by Dallas College police supervisors in coordination with DART police Command Staff.
5. Dallas College shall jointly coordinate staffing assignments with DART and participating agencies and shall document operational deployment plans for each designated match day.
 - a. Final staffing allocations and deployment assignments shall be determined by DART police Command Staff based on operational need, and DART police may request assignments of Dallas College personnel to certain positions, based on operational need and personnel availability.
 - b. Dallas College shall provide supervisory oversight for assigned Dallas College personnel during each operational deployment and maintain administrative accountability of assigned Dallas College personnel.
 - c. Dallas College shall ensure assigned personnel are properly trained, equipped, and capable of performing assigned duties. Dallas College shall remain responsible for providing its own vehicles, radios, uniforms, equipment, and operational resources, unless otherwise specified in this Agreement.
 - d. Dallas College shall facilitate communication and coordination with DART police Command Staff.
 - e. Dallas College police personnel assigned under this Agreement shall be deployed as part of DART's **South Response Team**.
6. Dallas College shall require all designated off-duty Dallas College police personnel assigned to meet performance expectations described in **Exhibit B**, attached and hereby incorporated into this Agreement.
7. All personnel provided by Dallas College shall be uniformed law enforcement officers, which may include police managers, supervisors, and sworn officers, as operationally necessary.
8. Assigned Dallas College personnel shall remain employees of Dallas College and shall operate under their existing administrative authority.
9. Dallas College shall coordinate any request for personnel deployment outside of DART service areas through the Unified Command structure, including the Joint Operations Center (JOC), established for FIF World Cup 2026 operations.
10. Dallas College shall coordinate required operational documentation and reporting and provide supporting documentation as reasonably required for reimbursement and operational accountability, including:
 - a. After-action reporting
 - b. Timesheet collection and verification

- c. Incident reporting
- d. Activity logs
- e. Staffing documentation
- f. Eligible documented expense as authorized by DART

B. Role of DART:

1. DART shall determine operational staffing assigns for designated FIFA World Cup march days within the DART and Trinity Railway Express (TRE) service areas, facilities, and properties.
2. DART shall coordinate staffing plans and deployment schedules for all participating agencies, including Dallas College.
3. DART shall provide command staff and field supervisors as operationally necessary.
4. DART shall assign DART personnel for coordinated joint operations and response teams, including both the North and South Response Teams.
5. DART shall maintain operational accountability of assigned DART personnel and insure they are properly trained and equipped.
6. Operational direction for all deployments occurring within DART service areas and properties shall be exercised by DART police Command Staff, and tactical directions shall be provided by DART police personnel assigned to operational supervision and special operations functions.
7. DART shall supervise law enforcement operations within the assigned scope of deployment and coordinate access to DART facilities and properties.
8. DART shall provide communication and translation support, as available.
9. DART shall reimburse Dallas College for eligible Dallas College personnel designated to work on match days and for operational costs incurred by Dallas College under this Agreement., subject to available event funding and applicable requirements.
 - a. Eligible reimbursable costs include:
 - (1) Dallas College personnel overtime costs.
 - (2) Approved Dallas College equipment costs, as needed.
 - (3) Approved mileage and fuel costs, as needed.
 - (4) Other eligible documented expenses as authorized by DART in writing.
 - b. All reimbursement costs shall be subject to DART's approval, provided sufficient documentation, invoicing, and grant compliance is demonstrated by Dallas College.

ARTICLE IV
TERMINATION

Either Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party.

ARTICLE V
CURRENT REVENUE

The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party.

ARTICLE VI
MISCELLANEOUS

- A. **NOTICE**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party provided below:

If to DART: Dallas Area Rapid Transit Police Department
Assistant Chief of DART Police
2111 South Corinth Street Road
Dallas, Texas 75203

If to Dallas College: Dallas College Police Department
Chief of Police, Dallas College Police Department
1402 Corinth Street
Dallas, Texas 75125

- B. **AMENDMENT**: This Agreement may be amended by the mutual written agreement of the Parties. Operational adjustments to staffing, deployment, assignment, match days and/or times may be made by the Parties through mutual written agreement and incorporated into operational plans without requiring formal amendment of this Agreement, provided such changes are not material.
- C. **INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, DALLAS COLLEGE SHALL DEFEND, FULLY INDEMNIFY AND HOLD HARMLESS DART AND ALL OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHAT SO EVER NATURE, CHARACTER, OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING OUT OF OR RELATED TO THE BREACH OR FAILURE TO PERFORM THIS AGREEMENT. THEREUNDER OR RESULTING FROM ANY NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF DALLAS COLLEGE.**
- D. **WORKER'S COMPENSATION AND LIABILITY PROTECTION.** Off-duty Dallas College officers remain employees of Dallas College. Neither DART nor the DART Police Department are responsible for worker's compensation plan coverage. Additionally, neither DART nor the DART Police Department are responsible for liability protection coverage to off-duty police officers from Dallas College. The Parties agree all off-duty Dallas College police officers assigned under this Agreement are covered by the Worker's compensation plan under Dallas College.
- E. **SEVERABILITY**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- F. **GOVERNING LAW**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Dallas County, Texas.
- G. **ENTIRE AGREEMENT**: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or

written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

- H. **RECITALS**: The recitals to this Agreement are incorporated herein.
- I. **COUNTERPARTS**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- J. **NO ASSIGNMENT**: The Parties may not assign or transfer their rights under this Agreement.
- K. **COMPLIANCE WITH LAW**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- L. **NO WAIVER OF RIGHTS**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

FOR DART:

David Leininger
Interim President & Chief Executive Officer
1401 Pacific Avenue
Dallas, TX 75202
Date: _____

APPROVED AS TO FORM FOR DART:

DART General Counsel

FOR DALLAS COLLEGE:

Date: _____

APPROVED AS TO FORM FOR DALLAS COLLEGE:

Dallas College Legal Counsel

EXHIBIT A

This Agreement pertains to the operational planning, deployment, and support activities associated with FIFA World Cup 2026 beginning June 11, 2026, and concluding July 19, 2026.

Designated FIFA World Cup match days and specific morning/AM and evening/PM day occurring within the Dallas–Fort Worth operational area covered under this Agreement are follows:

GAME 1 | Sunday | June 14, 2026 | 3:00 PM | Operational Period: 12pm – 9pm
Netherlands vs Japan

GAME 2 | Wednesday | June 17, 2026 | 3:00 PM | Operational Period: 12pm – 9pm
England vs Croatia

GAME 3 | Monday | June 22, 2026 | 12:00 PM | Operational Period: 9am – 6pm
Argentina vs Austria

GAME 4 | Thursday | June 25, 2026 | 6:00 PM | Operational Period: 3pm – 12am
Japan vs Sweden

GAME 5 | Saturday | June 27, 2026 | 9:00 PM | Operational Period: 6pm – 3am
Argentina vs Jordan

GAME 6 | Tuesday | June 30, 2026 | 12:00 PM | Operational Period: 9am – 6pm
Round of 32 Game

GAME 7 | Friday | July 3, 2026 | 1:00 PM | Operational Period: 10am – 7pm
Round of 32 Game

GAME 8 | Monday | July 6, 2026 | 2:00 PM | Operational Period: 11am – 8am
Round of 16 Game

GAME 9 | Tuesday | July 14, 2026 | 2:00 PM | Operational Period: 11am – 8am
Semi-Final Game

EXHIBIT B

Assigned qualified Dallas College law enforcement personnel shall:

- A. Report to assigned duty locations and staging areas as directed.
- B. Maintain readiness for operational deployment and reassignment within the service area, as needed.
- C. Provide visible law enforcement presence and public-facing support.
- D. Assist with public safety, customer service, and wayfinding functions, as needed.
- E. Maintain communication with assigned supervisors, team members, and command personnel.
- F. Comply with lawful operational directives issued through the established command structure.
- G. Be able to provide support for crowd management, venue ingress/egress support, and support for transit security and rail corridor operations.
- H. Engage in traffic and pedestrian control.
- I. Provide emergency incident response and mutual aid coordination.
- J. Provide interagency communications support.
- K. Provide event planning and operational coordination support.
- L. Assigned Dallas College PD personnel must be licensed peace officers in good standing in the State of Texas and qualified to perform law enforcement duties consistent with Texas law and applicable agency policy.



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Approval of Interlocal Agreement with Dallas Independent School District for Law Enforcement Support during FIFA

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Dallas Independent School District for law enforcement support during the 2026 FIFA World Cup.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- The North Central Texas Council of Governments will reimburse DART up to \$2,475,354 for security services for the 2026 FIFA World Cup.

BUSINESS PURPOSE

- North Texas is hosting nine matches, the International Broadcast Center, and a Fan Festival during the 2026 FIFA World Cup, attracting thousands of local and international visitors.
- DART's law enforcement plan to support these events includes significant collaboration with local authorities such as the law enforcement at Dallas Independent School District. This agreement will delineate the terms of such collaboration.
- The agreement begins at execution and terminates on July 20, 2026.

LEGAL CONSIDERATIONS

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

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

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

Approval of Interlocal Agreement with Dallas Independent School District for Law Enforcement Support during FIFA

WHEREAS, North Texas is hosting nine matches, the International Broadcast Center, and a Fan Festival during the 2026 FIFA World Cup, attracting thousands of local and international visitors; and

WHEREAS, DART's law enforcement plan to support these events includes significant collaboration with local authorities such as the law enforcement at Dallas Independent School District, and this agreement will delineate the terms of such collaboration; and

WHEREAS, the North Central Texas Council of Governments will reimburse DART up to \$2,475,354 for security services for the 2026 FIFA World Cup.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Dallas Independent School District for law enforcement support during the 2026 FIFA World Cup.

Approval of Interlocal Agreement with Dallas Independent School District for Law Enforcement Support during FIFA

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

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

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

**INTERLOCAL AGREEMENT
BETWEEN
DALLAS INDEPENDENT SCHOOL DISTRICT
AND
DALLAS AREA RAPID TRANSIT**

This Interlocal Agreement (the “Agreement”) is entered into by and between **Dallas Independent School District**, a Texas public school district (“DISD”), and **Dallas Area Rapid Transit** (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, acting by and through their respective signatories, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, for the purpose of outlined in the Agreement below. The Dallas ISD and DART may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

WHEREAS, Dallas ISD and DART are local governments as defined in Chapter 791 of the Texas Government Code and have the authority to enter into this Agreement, and have each entered into this Agreement in the appropriate manner prescribed by law;

WHEREAS, DART Police Department will provide public transit security services and rail corridor operations in support of Federation Internationale de Football Association (FIFA) World Cup 2026 match days and related public events occurring within DART properties;

WHEREAS, Dallas ISD wishes to provide off-duty DISD law enforcement personnel to provide operational support to assist DART police officers with public safety operations during such FIFA World Cup 2026 match days and related public events occurring within DART facilities and operational areas;

WHEREAS, DART wishes to collaborate and work with DISD law enforcement staff to provide comprehensive and responsive public transit security services on DART properties and rail corridor operations during the upcoming FIFA World Cup 2026 match days and related public events;

WHEREAS, the Parties, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies.

THEREFORE, in consideration of the mutual covenants and undertakings of the parties, the receipt and sufficiency of which is hereby acknowledged, Dallas ISD and DART agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish the responsibilities, staffing, coordination, and reimbursement terms between DISD and DART for the provision of public safety services in support of FIFA World Cup 2026 operations within DART-designated properties, facilities, and adjacent operational areas.

**ARTICLE II
TERM**

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement (“Effective Date”) and shall remain in full force and effect through August 31, 2026, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III SERVICES

A. Role of Dallas ISD:

1. DISD shall designate up to six (6) off-duty law enforcement officers to be utilized by DART police during every match day described in **Exhibit A**, attached and hereby incorporated into this Agreement.
 - a. DISD shall provide up to six (6) DISD police officers for each designated match day to work in the designated operational period.
 - b. Pursuant to **Exhibit A**, operational periods vary from match to match.
2. DISD shall provide DISD position assignments to DART police Command Staff in advance of each match day to ensure proper planning, notification, and documentation.
3. DISD shall anticipate staffing levels of DISD police officers may be adjusted based on personnel availability and operational necessity.
4. DISD shall anticipate relief and backfill staffing for DISD police personnel shall be coordinated by DISD police supervisors in coordination with DART police Command Staff.
5. DISD shall jointly coordinate staffing assignments with DART and participating agencies and shall document operational deployment plans for each designated match day.
 - a. Final staffing allocations and deployment assignments shall be determined by DART police Command Staff based on operational need, and DART police may request assignments of DISD personnel to certain positions, based on operational need and personnel availability.
 - b. DISD shall provide supervisory oversight for assigned DISD personnel during each operational deployment and maintain administrative accountability of assigned DISD personnel.
 - c. DISD shall ensure assigned personnel are properly trained, equipped, and capable of performing assigned duties. DISD shall remain responsible for providing its own vehicles, radios, uniforms, equipment, and operational resources, unless otherwise specified in this Agreement.
 - d. DISD shall facilitate communication and coordination with DART police Command Staff.
 - e. DISD police personnel assigned under this Agreement shall be deployed as part of DART's **North Response Team**.
6. DISD shall require all designated off-duty DISD police personnel assigned to meet performance expectations described in **Exhibit B**, attached and hereby incorporated into this Agreement.
7. All personnel provided by DISD shall be uniformed law enforcement officers, which may include police managers, supervisors, and sworn officers, as operationally necessary.
8. Assigned DISD personnel shall remain employees of DISD and shall operate under their existing administrative authority.
9. DISD shall coordinate any request for personnel deployment outside of DART service areas through the Unified Command structure, including the Joint Operations Center (JOC), established for FIFA World Cup 2026 operations.
10. DISD shall coordinate required operational documentation and reporting and provide supporting documentation as reasonably required for reimbursement and operational accountability, including:
 - a. After-action reporting
 - b. Timesheet collection and verification
 - c. Incident reporting
 - d. Activity logs
 - e. Staffing documentation

- f. Eligible documented expense as authorized by DART

B. Role of DART:

1. DART shall determine operational staffing assigns for designated FIFA World Cup Match days within the DART and Trinity Railway Express (TRE) service areas, facilities, and properties.
2. DART shall coordinate staffing plans and deployment schedules for all participating agencies, including DISD.
3. DART shall provide command staff and field supervisors as operationally necessary.
4. DART shall assign DART personnel for coordinated joint operations and response teams, including both the North and South Response Teams.
5. DART shall maintain operational accountability of assigned DART personnel and ensure they are properly trained and equipped.
6. Operational direction for all deployments occurring within DART service areas and properties shall be exercised by DART police Command Staff, and tactical directions shall be provided by DART police personnel assigned to operational supervision and special operations functions.
7. DART shall supervise law enforcement operations within the assigned scope of deployment and coordinate access to DART facilities and properties.
8. DART shall provide communication and translation support, as available.
9. DART shall reimburse DISD for eligible DISD personnel designated to work on match days and for operational costs incurred by DISD under this Agreement., subject to available event funding and applicable requirements.
 - a. Eligible reimbursable costs include:
 - (1) DISD personnel overtime costs.
 - (2) Approved DISD equipment costs, as needed.
 - (3) Approved mileage and fuel costs, as needed.
 - (4) Other eligible documented expenses as authorized by DART in writing.
 - b. All reimbursement costs shall be subject to DART's approval, provided sufficient documentation, invoicing, and grant compliance is demonstrated by DISD.

ARTICLE IV
TERMINATION

Either Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party.

ARTICLE V
CURRENT REVENUE

The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party.

ARTICLE VI
MISCELLANEOUS

- A. NOTICE:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party provided below:

If to DART: Dallas Area Rapid Transit Police Department
Chief of Police, DART Police Department
2111 South Corinth Street Road
Dallas, Texas 75203

If to Dallas ISD: Dallas ISD Police Department
Chief of Police, Dallas ISD Police Department
2500 S. Ervay St.
Dallas, Texas 75215

- B. **AMENDMENT**: This Agreement may be amended by the mutual written agreement of the Parties. Operational adjustments to staffing, deployment, assignment, match days and/or times may be made by the Parties through mutual written agreement and incorporated into operational plans without requiring formal amendment of this Agreement, provided such changes are not material.
- C. **INDEMNIFICATION**. TO THE EXTENT ALLOWED BY LAW, DISD SHALL DEFEND, FULLY INDEMNIFY AND HOLD HARMLESS DART AND ALL OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHAT SO EVER NATURE, CHARACTER, OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING OUT OF OR RELATED TO THE BREACH OR FAILURE TO PERFORM THIS AGREEMENT. THEREUNDER OR RESULTING FROM ANY NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF DISD.
- D. **WORKER'S COMPENSATION AND LIABILITY PROTECTION**. Off-duty DISD officers remain employees of DISD. Neither DART nor the DART Police Department are responsible for worker's compensation plan coverage. Additionally, neither DART nor the DART Police Department are responsible for liability protection coverage to off-duty police officers from DISD. The Parties agree all off-duty DISD police officers assigned under this Agreement are covered by the Worker's compensation plan under DISD.
- E. **SEVERABILITY**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- F. **GOVERNING LAW**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Dallas County, Texas.
- G. **ENTIRE AGREEMENT**: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- H. **RECITALS**: The recitals to this Agreement are incorporated herein.

- I. **COUNTERPARTS**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- J. **NO ASSIGNMENT**: The Parties may not assign or transfer their rights under this Agreement.
- K. **COMPLIANCE WITH LAW**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- L. **NO WAIVER OF RIGHTS**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

FOR DART:

David Leininger
Interim President & Chief Executive Officer
1401 Pacific Avenue
Dallas, TX 75202
Date: _____

FOR DALLAS ISD:

Joe Carreon, Board President
Dallas Independent School District
9400 North Central Expressway
Dallas, TX 75231
Date: _____

APPROVED AS TO FORM FOR DART:

DART General Counsel

ATTEST BY:

Prisma Y. Garcia, Board Secretary

APPROVED AS TO FORM FOR DALLAS ISD:

Dallas ISD Legal Counsel

EXHIBIT A

This Agreement pertains to the operational planning, deployment, and support activities associated with FIFA World Cup 2026 beginning June 11, 2026, and concluding July 19, 2026.

Designated FIFA World Cup match days and specific morning/AM and evening/PM day occurring within the Dallas–Fort Worth operational area covered under this Agreement are follows:

GAME 1 | Sunday | June 14, 2026 | 3:00 PM | Operational Period: 12pm – 9pm
Netherlands vs Japan

GAME 2 | Wednesday | June 17, 2026 | 3:00 PM | Operational Period: 12pm – 9pm
England vs Croatia

GAME 3 | Monday | June 22, 2026 | 12:00 PM | Operational Period: 9am – 6pm
Argentina vs Austria

GAME 4 | Thursday | June 25, 2026 | 6:00 PM | Operational Period: 3pm – 12am
Japan vs Sweden

GAME 5 | Saturday | June 27, 2026 | 9:00 PM | Operational Period: 6pm – 3am
Argentina vs Jordan

GAME 6 | Tuesday | June 30, 2026 | 12:00 PM | Operational Period: 9am – 6pm
Round of 32 Game

GAME 7 | Friday | July 3, 2026 | 1:00 PM | Operational Period: 10am – 7pm
Round of 32 Game

GAME 8 | Monday | July 6, 2026 | 2:00 PM | Operational Period: 11am – 8am
Round of 16 Game

GAME 9 | Tuesday | July 14, 2026 | 2:00 PM | Operational Period: 11am – 8am
Semi-Final Game

EXHIBIT B

Assigned qualified DISD law enforcement personnel shall:

- A. Report to assigned duty locations and staging areas as directed.
- B. Maintain readiness for operational deployment and reassignment within the service area, as needed.
- C. Provide visible law enforcement presence and public-facing support.
- D. Assist with public safety, customer service, and wayfinding functions, as needed.
- E. Maintain communication with assigned supervisors, team members, and command personnel.
- F. Comply with lawful operational directives issued through the established command structure.
- G. Be able to provide support for crowd management, venue ingress/egress support, and support for transit security and rail corridor operations.
- H. Engage in traffic and pedestrian control.
- I. Provide emergency incident response and mutual aid coordination.
- J. Provide interagency communications support.
- K. Provide event planning and operational coordination support.
- L. Assigned DISD PD personnel must be licensed peace officers in good standing in the State of Texas and qualified to perform law enforcement duties consistent with Texas law and applicable agency policy.



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements:
Majority

DATE: June 16, 2026

SUBJECT: Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for FIFA ~~Safety~~ and Security ~~Planning~~ Costs

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the North Central Texas Council of Governments for security costs to support the 2026 FIFA World Cup.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- The North Central Texas Council of Governments (NCTCOG) will reimburse DART up to \$2,475,354 for security costs related to the 2026 FIFA World Cup.

BUSINESS PURPOSE

- North Texas is hosting nine matches, the International Broadcast Center, and a Fan Festival during the 2026 FIFA World Cup, attracting thousands of local and international visitors and requiring extensive security preparation from DART.
- The Federal Emergency Management Agency (FEMA) is providing targeted funding to enhance security and preparedness for these events. This agreement will reimburse DART for security costs related to FIFA.
- The agreement begins at execution and terminates on August 31, 2026.

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 an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for FIFA ~~Safety~~ and Security ~~Planning~~ Costs

WHEREAS, North Texas will host nine matches, the International Broadcast Center, and a Fan Festival during the 2026 FIFA World Cup; and

WHEREAS, the Federal Emergency Management Agency (FEMA) is providing targeted funding to enhance security and preparedness for these events; and

WHEREAS, approval of this agreement will allow the North Central Texas Council of Governments (NCTCOG) to reimburse DART up to \$2,475,354 for these security-related costs.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the North Central Texas Council of Governments for security costs to support the 2026 FIFA World Cup.

**Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central
Texas Council of Governments for FIFA Safety and Security Planning Costs**

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

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

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

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
FIFA WORLD CUP**

Program Implementation

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Subrecipient agreement for reimbursable activities to the Dallas Area Rapid Transit (UEI # KC7WDMLHYRL3)

FUNDING SOURCE: United States (U.S.) Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)

ASSISTANCE LISTING NAME & NUMBER: FIFA World Cup Grant Program (FWCGP), 97.160

FEDERAL AWARD PROJECT DESCRIPTION, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) & FEDERAL AWARD PERFORMANCE PERIOD: The purpose of the FIFA World Cup Grant Program is to provide targeted funding to enhance security and preparedness for the 2026 FIFA World Cup events hosted in the United States.

- EMW-2026-WC-05000: August 1, 2025 - August 31, 2026

SUBAWARD AMOUNT: \$2,475,354.00

SUBAWARD AGREEMENT PERIOD: August 30, 2025, through August 31, 2026

PARTIES:

Contacts

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

North Central Texas Council of Governments
616 Six Flags Drive
Centerpoint II
Arlington, Texas 76011

Project Manager:

Marcie Bruner
Supervisor
(817) 608-2379
fifagrant@nctcog.org

PERFORMING PARTY

Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202

Project Manager:

Gilberto Garza
DART Police Department
(214) 535-7825
ggarza@dart.org

FUNDING AGENCY

U.S. Department of Homeland Security
Federal Emergency Management Agency
Region 6
800 North Loop 820
Denton, Texas 76209

Project Officer:

Jim Hershey
Grant Manager

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
Dallas Area Rapid Transit
FOR
FIFA WORLD CUP**

WHEREAS, the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has awarded funding under the 2026 FIFA World Cup Grant Program (FWCGP) activities for the 2026 FIFA World Cup; and,

WHEREAS, under the grant program requirements, such funding is awarded to an eligible governmental entity that serves as the fiduciary and fiscal agency for grant funds, with the responsibility for financial administration, compliance, and reporting; and,

WHEREAS, the North Central Texas Council of Governments (NCTCOG), in coordination with the North Texas FWC Organizing Committee (NTFWCOC), was named as the fiduciary and fiscal agent for the FWCGP; and,

WHEREAS, DART is a regional transportation authority created, organized, and existing pursuant to Chapter 452 of the Texas Transportation Code; and,

WHEREAS, on March 26, 2026, the Executive Board, authorized participation in a project awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency for NCTCOG to serve as the fiscal agent of grant funds and issue subawards; and,

WHEREAS, NCTCOG will serve as the fiscal agent and pass-through entity for the FWCGP, the NTFWCOC in collaboration with the FIFA Host City Task Force retains programmatic oversight and approval authority over eligible activities and the use of grant funds in accordance with FIFA and federal grant requirement; and,

WHEREAS, Dallas Area Rapid Transit, a Governing Body in the NCTCOG region, pursuant to laws of the State of Texas, was awarded a subaward under the 2026 FIFA World Cup grant program; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides authority for the North Central Texas Council of Governments and Local Governments to enter into this Agreement for the provision of governmental functions and services of mutual interest.

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

ARTICLE 1. PARTIES

- 1.1 Parties.** This Agreement, hereinafter referred to as the “Agreement”, is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as “**NCTCOG**”, and the Dallas Area Rapid Transit hereinafter referred to as “**PERFORMING PARTY**”. **NCTCOG** and **PERFORMING PARTY** may each be referred to as a “Party” and may be collectively referred to as “Parties” to this Agreement.

ARTICLE 2. FUNDING

- 2.1 Initial Allocated Award Amount.** NCTCOG shall initially allocate to **PERFORMING PARTY** an amount of **two million four hundred seventy-five thousand two hundred fifty-four dollars (\$2,475,254,475,354.00)** (“Initial Allocation”), which reflects projects currently approved by the North Texas FWC Organizing Committee (NTFWCOC) and estimated funding needs at the time of execution.

Total Available Funding. The total amount of funding that may be provided to **PERFORMING PARTY** under this Agreement shall consist of the Initial Allocation plus any additional funds subsequently approved the NTFWCOC and made available to **NCTCOG** under the Federal Award.

Administrative Adjustments: **NCTCOG** may, upon approval from the NTFWCOC, increase, decrease, or reallocate funding to **PERFORMING PARTY** through written notice without the need for a formal amendment to this Agreement or further approval by the **PERFORMING PARTY’S** governing body, provided that:

1. sufficient funds remain available to NCTCOG under the Federal Award;
2. any additional funding is for eligible and allowable activities consistent with the Federal Award and this Agreement;
3. such adjustment does not materially alter the nature of the Scope of Work; and,
4. NCTCOG does not obligate funds in excess of those approved and authorized by the NTFWCOC.

- 2.2 Indirect Costs.** **PERFORMING PARTY** is eligible to receive reimbursement from **NCTCOG** for indirect costs that are supported by a negotiated rate agreement, cost allocation plan, or written election of the de minimis rate.

- 2.3 Compliance.** All activities funded, and under this Agreement must comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200 and Texas Grant Management Standards (TxGMS) promulgated pursuant to Section 783 of the Government Code. The **PERFORMING PARTY** agrees to 2 CFR 200 required clauses in Appendix A and Funding Agency Compliance Clauses in Appendix B.

ARTICLE 3. SCOPE OF WORK

- 3.1 Scope of Work.** The **PERFORMING PARTY** agrees to complete the following activities by August 31, 2026, hereinafter referred to as “Project”:

- a. Purchase and implement activities as outlined in Table 1 for the upcoming FIFA World Cup events.
- b. Complete and adhere to the Post Award Procurement Questionnaire, per the Office of the Governor (OOG), included in Appendix C.

Table 1.

Activity	Type	Description	Estimated Cost	Cybersecurity Compliance
Increased Personnel for Security	Surge & Overtime	Provide police officers, Provide transit security officers, Special Response Teams,,	\$2,475,354	None.

Measures & Intelligence		Telecommunications Staff, and Emergency Preparedness Staff, I for Security Measures & Intelligence		
<i>Table 1 is intended as a high-level summary of scope and budget. Detailed breakout information, including supporting requirements, will be provided during the NCTCOG training.</i>				

- c. Perform all procurements for activities identified in Table 1 in adherence with TxGMS and 2 CFR 200 requirements, as well as any local laws;
- d. Provide documentation to **NCTCOG** upon completion of installation of equipment.
- e. Attend a NCTCOG sponsored training course with at least one attendee, as applicable, from procurement, finance, and payroll departments.
- f. Certify this award was included in **PERFORMING PARTY'S** Schedule of Federal Expenditures for the fiscal year(s) in which expenditures were incurred.

3.2 Cybersecurity. For activities where technology or data security elements are included, as designated in Table 1, the **PERFORMING PARTY** shall be solely responsible for implementing, maintaining, and enforcing reasonable and appropriate administrative, technical, and physical safeguards to protect (i) systems, networks, devices, software, and cloud services used to perform the activity and (ii) any data created, received, maintained, processed, or transmitted in connection with the Project from unauthorized access, acquisition, disclosure, alteration, destruction, loss, or unavailability. The **PERFORMING PARTY** shall ensure compliance with the cybersecurity controls in this Section 3.2, shall flow down equivalent obligations to its contractors, subcontractors, and vendors, and, upon request by **NCTCOG**, shall provide evidence of such compliance. The **PERFORMING PARTY** shall cooperate with monitoring, audits, and reviews conducted by **NCTCOG**, NCTCOG's funding partners, the Office of Inspector General, and their designees. If issues are identified as part of monitoring, audits, or reviews, the **PERFORMING PARTY** shall take corrective actions as reasonably directed to address identified compliance or cybersecurity deficiencies.

- a. **Minimum Security Controls.** The **PERFORMING PARTY** shall implement, document, and maintain an information security program, which shall, at a minimum: (i) maintain an accurate inventory of in-scope assets; (ii) assess and manage risks to the confidentiality, integrity, and availability of in-scope assets in accordance with the NIST Risk Management Framework, (iii) implement access controls based on least privilege, including multi-factor authentication for administrative and remote access; (iv) use industry-standard encryption for data in transit and at rest where technically feasible; (v) maintain anti-malware and endpoint protection on supported endpoints; (vi) maintain logging and monitoring sufficient to detect and investigate cybersecurity incidents; (vii) perform timely vulnerability remediation, including applying security patches and updates within commercially reasonable timeframes based on risk/criticality; and (viii) implement backup, incident response, and recovery procedures.

ARTICLE 4. TERM

- 4.1 Term.** This Agreement shall take effect on the date executed by the Parties and shall remain in effect until **August 31, 2026**. The **PERFORMING PARTY** is authorized to proceed once this Agreement is fully executed.
- 4.2 Termination.** Either Party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of **ten (10)** days to cure the defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice

including any written extensions. If the Agreement is terminated, **NCTCOG** shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

ARTICLE 5. REIMBURSEMENT AND REPORTING REQUIREMENTS

5.1 Reimbursement. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by **NCTCOG**. **NCTCOG** will approve payments as soon as practicable, but not later than **thirty (30)** days after a complete Reimbursement Request has been received, provided that complete and accurate supporting documentation has been submitted to **NCTCOG**. Approved reimbursements will be disbursed only upon NCTCOG's receipt of corresponding grant funds from the OOG. Costs incurred beginning August 31, 2026 are eligible for reimbursement. Reimbursement Requests shall follow the documentation requirements in Articles 5.1.1 through 5.1.5. **NCTCOG** may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the **PERFORMING PARTY** fails to submit necessary reports or provide other information requested by **NCTCOG** under the terms of this Agreement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of **NCTCOG**, other than grant funds received by **NCTCOG** from **NCTCOG'S** funding agency for the purposes of reimbursement under this Agreement. **PERFORMING PARTY** shall submit its Reimbursement Request to **NCTCOG** electronically via a secure, NCTCOG-approved portal. Reimbursement Requests shall be submitted at least monthly, by the 10th of the month, and include **PERFORMING PARTY** certified invoice printed on letterhead, financial reports and summaries, including documentation of staff time detailing labor hours and overhead, and other supporting documentation. All final reimbursement requests shall be submitted by August 31, 2026.

5.1.1 Documentation for Personnel Expenses. Reimbursement Requests for personnel costs must be supported by the following documentation: (1) a written overtime and backfill policy approved by **PERFORMING PARTY'S** governing body, (2) time and effort reports, payroll registers, and pay stubs that substantiate based pay, overtime rates, and hours paid; (3) completed ICS 214 Daily Activity Logs; and (4) an approved fringe benefit rate or a documented fringe benefit calculation methodology.

5.1.2 Documentation for Equipment Expenses. Reimbursement Requests for equipment must be supported by the following documentation: (1) a vendor invoice; (2) proof of payment (e.g., canceled checks or equivalent); (3) a completed purchasing packet with all required supporting documentation; (4) an equipment inventory record identifying the Equipment over \$10,000 and Controlled Assets as determined by the State of Texas Comptroller; (5) photographic evidence of the equipment; (6) the asset tag.

5.1.3 Documentation for Vehicle Expenses. Reimbursement Requests for vehicle use feeds must be supported by the following documentation: (1) Force Account Equipment Summary Record that documents usage tied to operational need such as movement of personnel, equipment and other resources in support of security; (2) lease receipts or approved hourly rate. The purchase of vehicles is not allowable under this grant program according to FEMA Grant Program Directorate Information Bulletin #548 issued December 31., 2025.

5.1.4 Documentation for Management and Administration (M&A) Expenses. Reimbursement Requests for M&A must be supported by the following documentation: (1) a written travel policy; (2) receipts for meeting expenses and travel; (3) time and effort reports, payroll registers, and pay stubs that substantiate base pay overtime rates, and hours paid, (4) an approved fringe benefit

rate or a documented fringe benefit calculation methodology and 5.1.5 documentation if indirect costs will be included.

5.1.5 Documentation for Indirect Costs. Reimbursement Requests that include indirect costs must be supported by the following documentation: (1) copy of negotiated rate agreement or written election of the de minimis rate, (2) cost allocation plan.

- 5.2 Eligible Expenses.** NCTCOG may reject requests for reimbursement which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by NCTCOG in its sole discretion as eligible costs necessary to complete the Project and consistent with cost principles established in 2 CFR 200, Subpart E.
- 5.3 Availability of Funds.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by NCTCOG dedicated for the purpose of this Agreement. NCTCOG shall provide PERFORMING PARTY with written notice within **five (5)** business days after becoming aware that grant funds received by NCTCOG from NCTCOG'S funding agency for the purposes of reimbursement under this agreement are no longer available for reimbursement to PERFORMING PARTY.
- 5.4 Current Revenues.** Any obligations made under this Interlocal Cooperation Agreement shall be current revenues available to the paying Party as required by Chapter 791, Texas Government Code, and is subject to annual appropriations.
- 5.6 Return of Funds.** The PERFORMING PARTY agrees to return funds received from NCTCOG for reimbursement under this Agreement where the PERFORMING PARTY has failed to comply with the requirements set forth in this Agreement.
- 5.7 Total Amount of Obligated Funds.** Upon request from PERFORMING PARTY, NCTCOG shall provide total amount of obligated federal or state funds across all programs related to the PERFORMING PARTY.
- 5.8 Non-Supplanting.** PERFORMING PARTY shall not utilize federal grant funds under this agreement to pay for costs (regular salaries, equipment, etc.) already included in their state or local budget.

ARTICLE 6. PROCUREMENT AND PROPERTY MANAGEMENT

- 6.1 Procurement Standards.** NCTCOG is responsible for closely monitoring the procurement of equipment by the Local Government and the exercise of reasonable care to enforce all terms and conditions of the grant and all required purchasing procedures, per the OOG. PERFORMING PARTY agrees to (1) fully cooperate in the purchasing requirements of the grant, (2) understands they cannot purchase any items, to be applied against this grant, until NCTCOG has reviewed the items for eligibility first and (3) must receive approval from the Host City Task Force and NCTCOG before purchasing any items needing reimbursement.
- 6.2 Equipment Use, Management, and Disposition.** All equipment purchases shall have prior written approval from NCTCOG. The PERFORMING PARTY agrees that its purchase or lease of equipment/technology under this Agreement will comply with the property management standards and requirements outlined in 2 CFR 200.313. The PERFORMING PARTY agrees to provide

NCTCOG reasonable information concerning the use and condition of the equipment upon request. The **PERFORMING PARTY** shall also maintain an inventory of equipment greater than **ten thousand dollars (\$10,000)** or classified as controlled equipment by the Texas Comptroller purchased for the project to be provided to **NCTCOG** upon request.

6.2.1 PERFORMING PARTY shall protect the Equipment by implementing measures that secure the equipment against unauthorized entrance or use and ensure that sufficient security exists to safeguard the equipment against loss, damage or theft. If items are stolen it should be reported immediately and a theft report from the **PERFORMING PARTY** should be submitted to NCTCOG's files. The **PERFORMING PARTY** should also maintain a copy of the report for their records. Disposition would need to be noted on the inventory tracking sheet. If the item is lost, then a memo by the **PERFORMING PARTY** explaining the details should be submitted to NCTCOG for inclusion in grant files. The **PERFORMING PARTY** should also retain this memo for their records and ensure updates to the equipment inventory sheet.

6.2.2 PERFORMING PARTY must reimburse **NCTCOG** and/or the OOG for damage to all equipment caused by intentional misconduct, abuse, misuse or negligence by employees or other persons under its supervision. This does not include ordinary wear and tear due to day-to-day use of equipment.

ARTICLE 7. MODIFICATION, WAIVER, AND SEVERABILITY

- 7.1 Agreement.** This Agreement embodies all of the agreements of the parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.
- 7.2 Severability.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
- 7.3 Changed Circumstances.** If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.
- 7.4 Amendments.** Modifications to the cover page, which do not impact the Agreement scope or budget may be modified without formal amendment to the Agreement. **NCTCOG** shall approve these changes by written correspondence. Amendments to this Agreement and SCOPE must be agreed to in writing signed by each Party, except that **NCTCOG** may issue a unilateral administrative amendment to reconcile the Award Amount based on final eligible costs, consistent with Article 2.1.
- 7.5 Authority.** The **PERFORMING PARTY** shall have no authority to act for or on behalf of **NCTCOG** except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. The **PERFORMING PARTY** may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of **NCTCOG**.

- 7.6 **Assignment.** Without the prior written consent of **NCTCOG**, the **PERFORMING PARTY** may not transfer or assign any rights or duties under or any interest in this Agreement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 **Indemnification.** **NCTCOG** and **PERFORMING PARTY** agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents in carrying out the services under this Agreement.
- 8.2 **Force Majeure.** Neither Party shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within **three (3)** business days of the existence of such force majeure, or otherwise waive this right as a defense.
- 8.3 **Replacement Insurance.** The **PERFORMING PARTY** must maintain sufficient insurance or self-insurance for the repair or replacement of any equipment/technology funded under this Agreement, unless otherwise expressly agreed upon in writing by **NCTCOG**. Replacement insurance must be maintained by the **PERFORMING PARTY** after equipment ownership has been transferred.
- 8.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 8.5 **Disputes and Remedies.** **NCTCOG** and **PERFORMING PARTY** shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This Agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.
- 8.6 **Legal Mandate.** The **PERFORMING PARTY** represents that the tasks funded under this Agreement are not required by any State or Federal law, rule, regulation, memorandum of agreement, or other legally binding document.
- 8.7 **Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the addresses shown below, as applicable, with a copy provided to **PERFORMING PARTY** Project Manager, staff contact, and Agreement Administrator; and **NCTCOG'S** Agreement Coordinator identified on the Agreement cover sheet. Statements made or documentation provided through electronic mail can be deemed as official notices.

PERFORMING PARTY

Mailing Address:

Dallas Area Rapid Transit
Gilberto Garza
DART Police Department
1401 Pacific Avenue
Dallas, Texas 75202

Physical Address:

Dallas Area Rapid Transit
Gilberto Garza
DART Police Department
1401 Pacific Avenue
Dallas, Texas 75202

NCTCOG

Mailing Address:

Todd Little
Executive Director
616 Six Flags Drive
Arlington, Texas 76011
Telephone No.: (817) 695-9100

Physical Address:

Todd Little
Executive Director
616 Six Flags Drive
Arlington, Texas 76011

With a CC to the Department Director:

Maribel Martinez
Director of Emergency Preparedness
Emergency Preparedness Department
616 Six Flags Drive
Arlington, Texas 76011
Telephone No.: (817) 704-5613

Maribel Martinez
Director of Emergency Preparedness
Emergency Preparedness Department
616 Six Flags Drive
Arlington, Texas 76011

8.8 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

8.9 Internal Compliance Program. NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

8.10 Fraud, Waste, and Abuse. The **PERFORMING PARTY** shall promptly refer to OOG any credible evidence that a principle, employee, agent, contractor, subcontractor, or other person has 1) submitted a claim for award funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery gratuity, or similar misconduct involving award funds. The **PERFORMING PARTY** must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance of grant requirements.

8.10.1 PERFORMING PARTY may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of fraud, waste, or abuse.

ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS

9.1 Records Maintenance. The **PERFORMING PARTY** shall maintain a record keeping system for all activities, including program records and financial management records, which support and document all expenditures of funds made under this Agreement, in accordance with Federal regulations, State rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.

9.2 Retention. All records must be maintained for a minimum of **three (3)** years after the final payment by NCTCOG's funding agency. . In the event any litigation or claim is still pending upon the expiration of the **three (3)** year period, these records shall be retained until resolution of the litigation or claim. At the end of the **three (3)** year period, the **PERFORMING PARTY** shall request disposition instructions for the records from **NCTCOG** and shall dispose of the records in accordance with instructions.

ARTICLE 10. AUDITS AND EVALUATIONS

- 10.1 Submission of Audits.** As applicable, the **PERFORMING PARTY** shall provide **NCTCOG**, for its review, a copy of any audit received as a result of **PERFORMING PARTY** policy or audits of Federal and State governments relating to the expenditure of funds under this Agreement. Such audits shall include or be accompanied by any applicable audit management letter issued and applicable responses to the auditor's findings and recommendations. All audits shall be submitted to **NCTCOG** within **thirty (30)** days of receipt of each issued report.
- 10.2 Single Audit Act.** As applicable, the **PERFORMING PARTY** shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-federal entity that expends **one million dollars (\$1,000,000)** or more during the non-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
- 10.3 Financial Records or Audit.** The **PERFORMING PARTY** understands that acceptance of funds under this Agreement acts as acceptance of the authority of **NCTCOG**, **NCTCOG'S** funding agency, or their designees to conduct an audit or investigation in connection with those funds. The **PERFORMING PARTY** further agrees to cooperate fully with **NCTCOG**, **NCTCOG'S** funding agency, or their designees in the performance of an audit or investigation, including providing access to conduct financial and program monitoring of funding awarded to the **PERFORMING PARTY** under this Agreement and to perform an audit of related records that may encompass an examination of financial transactions, accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement. Access to records is not limited to the required retention periods. **NCTCOG**, **NCTCOG'S** funding agency, or their designees shall have access to any and all records, for any reason, upon request for as long as the records are maintained.
- 10.4 Subcontractors.** The **PERFORMING PARTY** will ensure that the aforementioned clause concerning the authority to audit funds received indirectly by subcontractors through the **PERFORMING PARTY** and the requirement to cooperate is included in any subcontract it awards under this Agreement. The **PERFORMING PARTY** will include in all subcontracts for work under this Agreement a requirement that subcontractors will provide access to all relevant financial records, including bank statements.

ARTICLE 11. REQUIRED CLAUSES AND ASSURANCES

- 11.1 Build America, Buy America.** The **PERFORMING PARTY** agrees to comply with all Build America, Buy America (BABA) requirements under 23 USC 313, 2 CFR 200.184 and 2 CFR 200.322 for the purchase, acquisition, or use of goods, products, or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The **PERFORMING PARTY** must provide a Certification, example Certification document and other guidance found here: https://www.fema.gov/sites/default/files/documents/fema_best-practices-documenting-compliance-babaa.pdf

- a. all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than **fifty-five percent (55%)** of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

11.2 Nondiscrimination on the Basis of Disability. The **PERFORMING PARTY** agrees that no otherwise qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The **PERFORMING PARTY** shall ensure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth in 49 CFR 27 and any amendments thereto.

11.3 Noncollusion. The **PERFORMING PARTY** warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the **PERFORMING PARTY** breaches or violates this warranty, **NCTCOG** shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

11.4 Gratuities. Any person doing business with or who, reasonably speaking, may do business with **NCTCOG** under this Agreement may, not make any offer of benefits, gifts or favors to employees of **NCTCOG**. Failure on the part of the **PERFORMING PARTY** to adhere to this policy may result in termination of this Agreement.

11.5 Drug Free Workplace. The **PERFORMING PARTY** must make an ongoing, good-faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.230.

11.6 Interest of Public Officials. No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11.7 Substitution of Subcontractors. **NCTCOG** must be notified of all substitutions of subcontracts.

ARTICLE 12. ADDITIONAL PROVISIONS

12.1 False Claim. The **PERFORMING PARTY** must promptly refer to the DHS Inspector General any credible evidence that a principal, employee, agent, subgrantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery,

gratuity, or similar misconduct involving funds provided under this grant or subgrants awarded by the grantee.

12.2 Federal Award Requirements. During the performance of this Agreement, the **PERFORMING PARTY**, shall comply with the following Federal award requirements.

12.2.1 Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), which prohibits discrimination on the basis of race, color, and national origin.

12.2.2 Federal Funding Accountability and Transparency Act Requirements.

A. As a recipient of funds under this agreement the **PERFORMING PARTY** agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR 170, including Subpart A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. **PERFORMING PARTY** agrees that it shall:

1. Obtain and provide a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Subpart 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/content/home>.
2. Obtain and provide a Unique Entity ID (UEI) number, a unique twelve-character number that allows the federal government to track the distribution of federal money. The UEI number may be requested free of charge for all businesses and entities required to do so by visiting the System for Award Management (SAM) website <https://sam.gov/content/home>.

C. Report total compensation and names of its top **five (5)** executives to the State if:

1. More than 80% of annual gross revenues are from the Federal Government, and those revenues are greater than **twenty-five million dollars (\$25,000,000)**; and
2. The compensation information is not already available through reporting to the United States Securities and Exchange Commission.

APPENDICES

The following appendices are attached and made part of this Agreement.

Appendix A	Required 2 CFR 200 Clauses
Appendix B	Department of Homeland Security (DHS) Flowdown Provisions
Appendix C	Restrictions on Lobbying Certification
Appendix D	Post Award Procurement Questionnaire

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little, Executive Director

Date

DALLAS AREA RAPID TRANSIT

David Leininger
Interim President & Chief Executive Officer

Date

APPENDIX A

FORM COG07-25(13) REQUIRED 2 CFR 200 CLAUSES

Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

1. **Equal Employment Opportunity.** **PERFORMING PARTY** shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, and religion, , in compliance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; and Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.
2. **Davis-Bacon Act.** **PERFORMING PARTY** agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** **PERFORMING PARTY** agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** **PERFORMING PARTY** agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** **PERFORMING PARTY** agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** **PERFORMING PARTY** is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. **PERFORMING PARTY** and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”. **PERFORMING PARTY** shall certify its compliance through execution of the Contract.
7. **Restrictions on Lobbying.** **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §200.450. **PERFORMING PARTY** shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding **one hundred thousand dollars (\$100,000)**. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
8. **Procurement of Recovered Materials.** **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §200.323.

- 9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, **NCTCOG** is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The **PERFORMING PARTY** agrees that it is not providing **NCTCOG** with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471 **PERFORMING PARTY** shall certify its compliance through execution of the Agreement. The **PERFORMING PARTY** shall pass these requirements down to any of its contractors funded under this Agreement. The **PERFORMING PARTY** shall notify **NCTCOG** if the **PERFORMING PARTY** cannot comply with the prohibition during the performance of this Agreement.
- 10. Domestic Preference.** As appropriate and to the extent consistent with law, the **PERFORMING PARTY** should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 11. Termination For Convenience.** The **PERFORMING PARTY** may terminate the agreement for its convenience in whole or in part at any time without cause, upon **thirty (30)** days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.
- 12. Trafficking in Persons.** **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §175.15. **NCTCOG**, the **PERFORMING PARTY**, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the **PERFORMING PARTY** (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. **NCTCOG** must notify the Federal award agency immediately if any information received from the **PERFORMING PARTY** indicates a violation of the applicable prohibitions.
- 13. Whistleblower Protection.** **PERFORMING PARTY** agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. **NCTCOG**, the **PERFORMING PARTY**, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. **NCTCOG** and the **PERFORMING PARTY** must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 14. Internal Controls.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance

with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

APPENDIX B

DEPARTMENT OF HOMELAND SECURITY (DHS) FLOWDOWN PROVISIONS

General Acknowledgments and Assurances.

1. **PERFORMING PARTY** must cooperate with any DHS compliance reviews or compliance investigations.
2. **PERFORMING PARTY** must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
3. **PERFORMING PARTY** must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. **PERFORMING PARTY** must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance.
5. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
6. **PERFORMING PARTY** must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
7. **Conflict of Interest Safeguards.** **PERFORMING PARTY** shall disclose to **NCTCOG**, in writing, within **ten (10)** calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under the Grant Agreement.
8. **Fraud, Waste, and Abuse.** **PERFORMING PARTY**, contractors and subcontractors, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.
 - a. **If PERFORMING PARTY** is notified that any contractor or subcontractor is or has been requiring its employees or contractors to execute Agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict). Reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of funds to or by that entity, and will provide prompt written notice to **NCTCOG** to provide notice to OOG.
9. **Permission for Use of OOG Name and Labeling.** **PERFORMING PARTY** shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service

disclosure relating to the Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG.

- a. This provision does not limit **PERFORMING PARTY'S** ability to comply with its obligations under the Texas Open Meetings Act and/or the Texas Public Information Act.

10. Acknowledgement of Funding and Disclaimer. All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency:

- a. "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided.)"

11. ^{*1}**Immigration Related Matters.** **PERFORMING PARTY** must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (DHS) to:

- a. Notify DHS of all information requested by DHS related to illegal aliens in agency's custody; and,
- b. Detain such illegal aliens in accordance with requests by DHS.

12. **PERFORMING PARTY** may not have in effect, purport to have in effect, or make themselves subject to or bound by, any law rule, policy, or practice (written or unwritten) that would:

- a. require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or
- b. impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

12.1 **PERFORMING PARTY** must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from:

- a. Adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws;
- b. As demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or,
- c. For an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2A.060, Code of Criminal Procedure.

13. **Hurricane Contract Violations.** Pursuant to Texas Government Code 2155.006 and 2261.053, **PERFORMING PARTY** certifies that in the past five (5) years, they have not convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005.

14. **Enforcement of Public Camping Bans.** Pursuant to Local Government Code, Section 364.004, **PERFORMING PARTY** certifies that it has not had a judicial determination is made that the local entity adopts or enforces a policy that prohibits or discourages the entity from the enforcement of any public camping ban, as defined in section 364.001 of the Local Government Code. If **PERFORMING PARTY** is

¹ There are active court cases regarding this topic as flagged by DHS case number No. 25-cv-08330-WHO, No. 25-CV-12765, No. 2:25-cv-01435-BJR

sued by the Attorney General under Local Government Code, Section 364.003 or such a case reaches a final judicial determination, the local entity must immediately disclose the lawsuit or judicial determination to all state agencies that oversee programs from which the entity currently receives state grant funds.

15. **Buy Texas.** If applicable with respect to any services purchased pursuant to this Grant Agreement, the **PERFORMING PARTY** will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

Nondiscrimination.

1. **Age Discrimination Act of 1975. PERFORMING PARTY** must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
2. **Americans with Disabilities Act of 1990. PERFORMING PARTY** must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. Sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
3. **Civil Rights Act of 1964 – Title VI. PERFORMING PARTY** must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
4. **Civil Rights Act of 1968. PERFORMING PARTY** must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. Section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100, Subpart D).
5. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX. PERFORMING PARTY** must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial

assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

6. **Equal Treatment of Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. **PERFORMING PARTY** must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.
7. **Anti-Discrimination.** **PERFORMING PARTY** must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).
8. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** **PERFORMING PARTY** must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-providemeaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
9. **Rehabilitation Act of 1973.** **PERFORMING PARTY** must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. Section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Grant Specific Required Clauses.

1. **Copyrights.** **PERFORMING PARTY** must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
2. **Duplicative Costs.** **PERFORMING PARTY** is prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. §200.403(f)).
3. **False Claims Act and Program Fraud Civil Remedies.** **PERFORMING PARTY** must comply with the requirements of the False Claims Act, 31 U.S.C. Section 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. Section 3801-3812, which details the administrative remedies for false claims and statements made.)

4. **Federal Debt Status. PERFORMING PARTY** is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.).
5. **Federal Leadership on Reducing Text Messaging While Driving. PERFORMING PARTY** is encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.
6. **Fly America Act of 1974. PERFORMING PARTY** must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
7. **Hotel and Motel Fire Safety Act of 1990. PERFORMING PARTY** must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.
8. **John S. McCain National Defense Authorization Act of Fiscal 2019. PERFORMING PARTY**, and its contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
9. **National Environmental Policy Act. PERFORMING PARTY** must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients (and subrecipients) to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
10. **Non-Supplanting Requirement. PERFORMING PARTY** must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
11. **Patent and Intellectual Property Rights. PERFORMING PARTY** is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law.

12. **Presidential Executive Orders. PERFORMING PARTY** must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
13. **SAFECOM. PERFORMING PARTY** must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
14. **Terrorist Financing. PERFORMING PARTY** must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Executive Order and laws.
15. **USA Patriot Act of 2001. PERFORMING PARTY** must comply with requirements of Pub. L. 107-56, section 817 of the SA PATRIOT Act, which amends 18 U.S.C. Sections 175-175c.
16. **Use of DHS Seal, Logo, and Flags. PERFORMING PARTY** must obtain permission from their DHS FAO prior to using the DHS seals, logos, crests or reproductions of flags, likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests or reproductions of flags or likenesses of component officials.
17. **Buy America, Build America Act (BABAA). PERFORMING PARTY** must include a Buy America preference contract provision as noted in 2C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001).
18. **Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS). PERFORMING PARTY** must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.). Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Un-manned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.

Copyrights.

1. **Royalty-Free License.** Pursuant to 2 CFR 200.315(b) OOG, and the federal funding agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state or federal purposes:
 - a. Any work subject to copyright developed under an award or subaward; and,
 - b. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state or federal support.

PERFORMING PARTY recognizes that OOG, and the federal funding agency, have the right to:

- a. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and,
- b. Authorize others to receive, reproduce, publish, or otherwise use such data for state or federal purposes. "Data" included data as defined in Federal Acquisition Regulation (FAR) Provision 52.227-14 (rights in Data- general).

PERFORMING PARTY is responsible to ensure that this condition is included in any subagreements. If a proposed contractor or subcontractor refuses to accept terms affording the Government such rights, **PERFORMING PARTY** shall promptly notify **NCTCOG** of the refusal for **NCTCOG** to notify the OOG program manager for the funding award. **PERFORMING PARTY** shall not proceed with the agreement in question without further authorization from OOG.

Prohibited and Regulated Activities and Expenditures.

1. **Political Activities.** Unless specifically authorized to do so by Federal law, **PERFORMING PARTY** is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns.
 - a. Grant funds – whether expended by **NCTCOG**, the **PERFORMING PARTY** or its contractors or subcontractors, will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Financial Requirements.

1. **Program Income.** Means gross income received by the **PERFORMING PARTY** directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award.
2. **Overtime.** Overtime is allowable to the extent that it is included in the OOG-approved budget, the **PERFORMING PARTY** has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of the **PERFORMING PARTY** may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are not eligible for reimbursement.

APPENDIX C

FORM COG07-25(C2) RESTRICTIONS ON LOBBYING CERTIFICATION

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

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

As a recipient of a federal grant exceeding **one hundred thousand dollars (\$100,000)**, **NCTCOG** requires its subcontractors of that grant to file a certification that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with **NCTCOG** a disclosure form if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352 and email to
TRAgreements@nctcog.org

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

APPENDIX D
POST AWARD PROCUREMENT QUESTIONNAIRE

POST-AWARD PROCUREMENT QUESTIONNAIRE

OFFICE OF THE GOVERNOR
Public Safety Office (PSO)
P.O. BOX 12428
AUSTIN, TEXAS
78711
(512) 463-1919
FAX: (512) 475-2440

This form along with supporting documentation **MUST** be completed by the designated grant financial officer and submitted to the Governor's Office before obligating grant funds for a single procurement of goods (including equipment) and/or services **expected to exceed the Simplified Acquisition Threshold**.

PART I: OOG GRANT INFORMATION

Grantee Name:				
Project Title:				
Grant Number (ex: 16000-02):				
Project Period:	From		To	

PART II: VENDOR INFORMATION

Vendor Name:				
Contract Period (N/A for Equipment):	From		To	
Grantee-Defined Budget Line Item Description:				
Item Amount (\$):				

PART III: PROCUREMENT INFORMATION

1. What procurement procedures are used by the grantee agency (SELECT One)?	
☐ State	☐ Local
☐ Other (please DESCRIBE):	
2. Are the proposed procurement procedures compliant with federal, state and local laws and regulations and the standards identified in the Texas Grant Management Standards (SELECT One)?	☐ Yes ☐ No
3. For purchases expected to exceed the Simplified Acquisition Threshold, SELECT any of the following conditions that apply:	
a) The procurement is to be awarded without competition and/or only one bid or offer was received in response to a solicitation. If YES:	☐ Yes ☐ No
i. Was the purchase made through/from:	
• An authorized cooperative purchasing program,	☐ Yes ☐ No
• Federal supply schedules of the United States General Services Administration, or	☐ Yes ☐ No
• A vendor listed on a schedule developed by the Texas Facilities Commission?	☐ Yes ☐ No
<i>If Yes to any of the above 3 conditions the requirement for competitive bids is satisfied.</i>	
ii. If ALL responses under i. are NO , do any of the following conditions apply:	
• Item or service is available only from a single source,	☐ Yes ☐ No
If YES, ATTACH documentation supporting this assertion.	
• A true public exigency or emergency exists, or	☐ Yes ☐ No
If YES, ATTACH a statement describing emergency and need for item/service.	
• After competitive solicitation, competition is considered inadequate.	☐ Yes ☐ No
If YES, ATTACH a statement describing solicitation process and results.	
b) The procurement specifies a "brand name" product.	☐ Yes ☐ No
<i>If YES, ATTACH a statement describing why "equal" products from other companies are either not available or have been precluded from consideration.</i>	
c) The proposed contract/ purchase is to be awarded to an entity other than the evident low bidder under a sealed bid procurement.	☐ Yes ☐ No
<i>If YES, ATTACH a statement describing the low bidder's non-conformance with the bid specifications and/or inability to meet the requirements/deliverables.</i>	
If the answer is 'Yes' to statements 3 a)ii, b), or c) above, grantees must submit the requested written justification prior to the obligation or expenditure of grant funds. Upon request from PSO, grantees must also submit procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc.	

POST-AWARD PROCUREMENT

QUESTIONNAIRE

OFFICE OF THE GOVERNOR
Public Safety Office (PSO)
P.O. BOX 12428
AUSTIN, TEXAS
78711
(512) 463-1919
FAX: (512) 475-2440

PART IV: CONFLICTS OF INTEREST

1. Any employee, officer, agent, or any member of their immediate family who has a financial or other interest in any prospective vendor WILL BE EXCLUDED from participating in the selection, award, or administration of the contract.	☐ Yes	☐ No
2. Any contractors involved in the development of the procurement WILL BE EXCLUDED from bidding or proposal submission.	☐ Yes	☐ No

PART V: CONTRACT MONITORING INFORMATION

1. If the procurement involves a contract:		
a) Has the awarding agency established a contract monitoring function to regularly ensure that deliverables are being provided as specified in the contract?	☐ Yes	☐ No
b) Has the awarding agency established a process to regularly document the results of contract monitoring reviews?	☐ Yes	☐ No
c) Has the awarding agency created a filing system to maintain all files and results of contract monitoring reviews?	☐ Yes	☐ No

PART V: AUTHORIZING SIGNATURE

I certify that to the best of my knowledge and belief this questionnaire and any supporting documentation is correct and complete.

Printed Name of Financial Officer

Signature of Financial Officer

Date



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements: Majority
--

DATE: June 16, 2026

SUBJECT: Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for FIFA Trinity Railway Express Sunday Service and Fuel Costs

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the North Central Texas Council of Governments for reimbursement of Trinity Railway Express (TRE) Sunday service and fuel costs to support the 2026 FIFA World Cup.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- The North Central Texas Council of Governments (NCTCOG) will reimburse DART up to \$700,000 for TRE Sunday service and fuel costs during the 2026 FIFA World Cup.

BUSINESS PURPOSE

- The TRE, a major mode of transportation during the World Cup, does not normally operate on Sundays. However, one of North Texas's nine World Cup matches is scheduled for 3:00 p.m. on Sunday, June 14.
- This agreement will reimburse DART to operate TRE service on that Sunday in partnership with Trinity Metro. Service will begin at least five hours before the game and continue at least four hours after.
- DART may also operate additional TRE train cars throughout the tournament (June 14 and July 14), incurring additional fuel costs. This agreement will reimburse DART for those costs.
- The agreement begins at execution and terminates on August 31, 2026.

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 an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for FIFA Trinity Railway Express Sunday Service and Fuel Costs

WHEREAS, the Trinity Railway Express (TRE) will be a major mode of transportation for the 2026 FIFA World Cup events in North Texas; and

WHEREAS, TRE does not normally operate on Sundays, but will operate on Sunday, June 14, for the 3:00 p.m. World Cup match; and

WHEREAS, DART may also operate additional TRE train cars throughout the tournament (June 14 and July 14), incurring additional fuel costs; and

WHEREAS, approval of this agreement will allow the North Central Texas Council of Governments to reimburse DART up to \$700,000 for these additional operational costs.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the North Central Texas Council of Governments for reimbursement of Trinity Railway Express Sunday service and fuel costs to support the 2026 FIFA World Cup.

Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for FIFA Trinity Railway Express Sunday Service and Fuel Costs

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

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

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

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
DALLAS AREA RAPID TRANSIT
FOR
FIFA WORLD CUP SUNDAY SERVICES & FUEL COSTS**

This Interlocal Agreement is entered into and between the North Central Texas Council of Governments ("NCTCOG") a political subdivision of the State of Texas, and Dallas Area Rapid Transit ("DART"), a regional transportation authority, collectively referred to as "the Parties" or individually as a "Party."

WHEREAS, NCTCOG is a political subdivision organized under Chapter 391 of the Texas Local Government Code; and,

WHEREAS, DART is a regional transportation authority created, organized, and existing pursuant to Chapter 452 of the Texas Transportation Code; and,

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

WHEREAS, on March 26, 2026, the North Central Texas Council of Governments' Executive Board in its capacity as the RTC's fiscal agent, authorized NCTCOG to enter into an agreement with DART utilizing RTC Local funds awarded by the RTC; and,

WHEREAS, on March 13, 2025, and April 9, 2026, the Regional Transportation Council (RTC), the Metropolitan Planning Organization ("MPO") policy body associated with the North Central Texas Council of Governments (NCTCOG), approved RTC Local funds to conduct activities being coordinated by the DART for FIFA World Cup; and,

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

Article 1: Term

- 1.1 The term of this Agreement shall begin at contract execution and terminate on **August 31, 2026** ("Term"), unless terminated earlier as provided herein.
- 1.2 Any Party shall have the right to terminate this Agreement, at any time without liability, by providing the other Party with **thirty (30)** days written notice in advance of termination. In the event that either Party shall fail to perform any of its respective material obligations under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement if the defaulting Party has not cured any such failure to perform within **ten (10)** days following written notice by the other Party.

- 1.3 Provisions under this Agreement related to compensation and payment shall survive the termination of this Agreement to the extent necessary to complete administrative steps to allow payment per the terms of this Agreement

Article 2: Scope of Services and Program Funding

- 2.1 DART shall provide the following activities identified in Table 1 below, for a maximum of **seven hundred thousand dollars (\$700,000)** hereinafter referred to as the "Project".

Project Description	Deliverable	Reimbursement Amount
Sunday Services for the TRE	DART will partner with Trinity Metro to provide Operations of the TRE on Sunday, June 14 th for the 3pm FIFA World Cup game. Service will start at a minimum of 5hrs before the game and continue at least 4hrs after the end of the game.	Phase 1: Amount Not to Exceed \$700,000 for TRE Sunday Service available for reimbursement after June 14, 2026
Fuel Costs for the TRE	Additional fuel costs may be incurred between June 14 th and July 14 th as the additional train cars are connected and engaged throughout the tournaments.	Phase 2: Any remaining funding available following the reimbursement for Phase 1, to be available after July 14, 2026, for reimbursement of additional fuel costs

- 2.2 Changes to the Project activities identified in Table 1 must be agreed to by both Parties in writing.
- 2.3 No local match is required under this Agreement.
- 2.4 By execution of this agreement, DART certifies its compliance with applicable procurement procedures that ensure a fair, open, and competitive process.

Article 3: Payments

- 3.1 NCTCOG shall reimburse DART eligible costs incurred from date of execution, for implementation of the Project, in an amount not to exceed **seven hundred thousand dollars (\$700,000)**. No advance funds will be provided.
- 3.2 DART shall provide to the NCTCOG reimbursement requests, in the form of an invoice, detailing eligible expenses incurred. Reports, in a format determined by mutual agreement of the Parties, will accompany invoices submitted to NCTCOG. DART shall submit no more than two (2) invoices. All invoices must be submitted no later than September 30, 2026. Each invoice must identify the period expenses were incurred, the

activity for which each expense was incurred, and shall include supporting receipts and any other documentation or data requested by NCTCOG.

The individual noted below has the authority, on behalf of DART, to certify and serve as the signatory on Reimbursement Requests related to this project. Any changes to the certifying official notated below shall be submitted within **seven (7)** days to TRGrants@nctcog.org. By signing the Reimbursement Request, Certifying Officials are acknowledging review of Reimbursement Requests to ensure expenses included are consistent with the Agreement, all services and costs are accurate and eligible, and all subrecipients and contractors have been fully paid. Any Reimbursement Requests received by NCTCOG without the signature of the individual noted below may result in the Reimbursement Request being returned unpaid.

Certifying Official:

Name: Lene Abraham

Title: Grants Manager

- 3.3 NCTCOG may deem an invoice incomplete if DART does not complete the project activities as detailed in Table 1 and submit complete and acceptable documentation.
- 3.4 DART shall remit to the NCTCOG any excess payments made to DART.
- 3.5 Any compensation due to DART for performance of this Agreement shall be payable only after approval of invoices submitted to NCTCOG. NCTCOG will approve payments as soon as practicable, but not later than **forty-five (45)** days after a complete Request for Reimbursement has been received, provided that project milestones have been completed and complete and accurate supporting documentation has been submitted to NCTCOG. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of NCTCOG, except funding approved by the RTC for this Agreement.

Article 4. Miscellaneous

- 4.1 Force Majeure. DART shall at all times use reasonable commercial efforts to provide or cause the Service to be provided continuously, however, DART does not warrant or guarantee uninterrupted Service and shall not be liable for any special, direct or consequential damages relating to or arising from the interruption in Service. DART's obligations to perform under this Agreement shall be suspended to the extent that that DART is unable to perform as a result of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, equipment breakdown, accidents, track obstructions or service disruptions, acts of nature and governmental action. In such event, DART shall use reasonable efforts to eliminate the cause as quickly as possible.
- 4.2 Indemnification. NCTCOG and DART agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents in carrying out the services under this Agreement.

- 4.3 Notices. Any notice by any Party shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by United States mail, certified, return receipt requested, in a postage paid envelope addressed to the Parties as set out below:

NCTCOG:

Michael Morris, P.E.
Director of Transportation
616 Six Flags Drive
Arlington, Texas 76011

With a copy to Project Manager:

Karla Windsor, AICP
Senior Program Manager
616 Six Flags Drive
Arlington, Texas 76011

DART:

Trenise Winters
Executive Vice President & Chief Operations Officer
1401 Pacific Avenue
Dallas, Texas 75202

- 4.4. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. There shall be no third-party beneficiaries of this Agreement.
- 4.5. Construction and Drafting. The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this Agreement. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. All Parties have participated in the drafting hereof and accordingly no party shall be given credit therefore in the interpretation of this Agreement.
- 4.6. Partial Invalidity. Any portion of this Agreement being declared by law to be invalid shall not invalidate the remaining provisions which shall remain in full force and effect.
- 4.7. Merger and Amendment. This instrument constitutes the entire agreement of the Parties with respect to the matters contemplated herein and it may be modified or amended only in writing, signed by all parties hereto and in accordance with the terms hereof.
- 4.8. No partnerships or Joint Enterprise. It is mutually understood and agreed that this Agreement is intended by the Parties to establish only an independent contractual relationship and is not intended to create a partnership or joint venture between any or all Parties.

- 4.9 Use of Contractors. Nothing in this Agreement shall prevent a Party from using a contractor or agent to perform the duties and responsibilities contemplated by this Agreement.
- 4.10 Exhibits and Attachments. The exhibits attached to this Agreement, if any, are incorporated by reference as if written word for word herein. In the event of conflict between the exhibits and this Agreement, the terms of this Agreement shall prevail.
- 4.11 Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents or employees in conjunction with each Party's performance under this Agreement.
- 4.12 Assignment. No Party may assign its rights and obligations or either under this Agreement, in whole or in part, without first obtaining the prior written consent of the other Party, which consent may be withheld for any reason. No assignee or successor may further assign, in whole or in part, its rights and obligations without prior written consent of each Party to this Agreement at the time of further assignment.
- 4.13 Payment from Current Available Revenues. Any payments made under this Interlocal Cooperation Agreement shall be from current revenues available to the paying Party as required by Chapter 791, Texas Government Code.
- 4.14 Incorporation of Recitations. The recitations and "whereas" provisions of this Agreement are incorporated herein as part of this Agreement for all purposes.
- 4.15 Reasonable Cooperation. Each Party agrees to reasonably cooperate to effectuate the purpose and intent of this Agreement.
- 4.16 Disputes and Remedies. Should disputes arise concerning the Project activities in Table 1 or additional agreed upon work to be performed under this Agreement, DART and NCTCOG shall negotiate in good faith toward resolving such disputes. NCTCOG shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Agreement terms by DART may be grounds for termination and should NCTCOG terminate the Agreement due to a breach by DART, any direct increased costs arising from the termination shall be paid by DART.
- 4.17 Internal Compliance Program. NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement is effective on the day the last party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little
Executive Director

Date

DALLAS AREA RAPID TRANSIT

David Leininger
Interim President & Chief Executive
Officer

Date



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachment: 1. Shuttle Map	Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Approval of the CentrePort Station/Dallas Fort Worth International Airport Site-Specific Shuttle Funding Agreement

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a five-year agreement to renew the site-specific shuttle funding agreement, substantially in the form shown as Exhibit 1 to the Resolution, with Fort Worth Transportation Authority (Trinity Metro) and the Dallas Fort Worth International Airport (DFWIA), for a total authorized amount not to exceed \$1,251,858 over the five-year term for Dallas Area Rapid Transit's portion of the funding agreement.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This Dallas/Fort Worth International Airport (DFWIA) Site-Specific Shuttle Funding Agreement is included in the Service Planning & Scheduling Department's proposed FY 2027 Operating budget.
- Sufficient funding for this circulator service in the amount \$1,251,858 is included in both the Service Planning & Scheduling Department's proposed FY 2027 Operating Expense budget and the Total Operating Expense line item of the approved FY 2026 20-Year Financial Plan.
- The cost of service will be divided equally between Trinity Metro, Dallas/Fort Worth International Airport (DFWIA) and DART.

BUSINESS PURPOSE

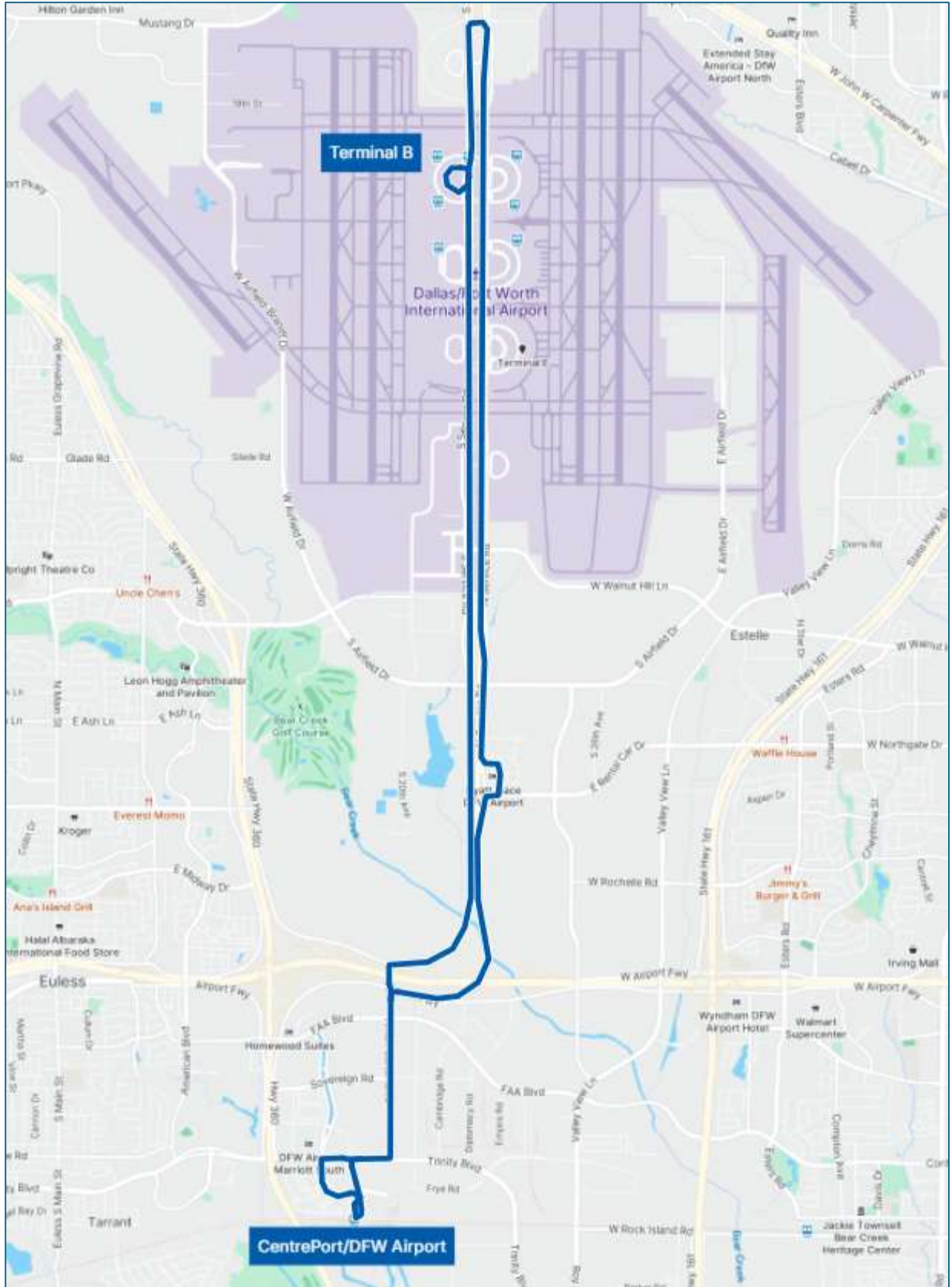
- Approval of this agreement will assist DART in achieving Agency Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind.
- On April 14, 1998 (Resolution No. 980078), the Board approved a Site-Specific Shuttle Service Policy, Board Policy III.16, that allows DART to initiate or continue DART-operated circulator/distributor shuttle services connecting to rail stations or transit centers where an employer or other entity agrees to subsidize the service.

- On June 12, 2000 (Resolution No. 000105), the Board approved an interlocal agreement with Dallas Fort Worth International Airport Board and the Fort Worth Transportation Authority for funding and operation of circulation service at the Dallas Fort Worth Airport.
- On June 11, 2024 (Resolution No. 240059), the Board approved an interlocal funding agreement with Trinity Metro and DFWIA for shuttle service, which expires on September 30, 2026.
- Trinity Metro shall operate the service, providing a direct connection between the Trinity Railway Express (TRE) CentrePort Station and Terminal B (See Attachment 1). Passengers transfer at Terminal B to airport shuttle buses that serve DFWIA terminals. The FY 2025 average monthly ridership was 5,205 passengers.
- The schedule of services is Monday through Saturday (no Sunday service). Two shuttles operate at a 30-minute headway (peak periods) Monday-Friday. The remaining hours of operation, including Saturday service, will run at a 60-minute headway (off-peak) utilizing one shuttle.
- A breakdown of the cost is provided in Exhibit 1 as DART, Trinity Metro and DFWIA will continue to split the cost of operating the service covering the base three years, with two one-year options, totaling five years.
- DART, Trinity Metro, and DFWIA have shared the cost of operating this service on an equal basis.

LEGAL CONSIDERATIONS

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

DART Board Policy III.16-Site Specific Shuttle Service Policy allows DART to initiate or continue DART-operated circulator/distributor shuttle services, which connect to rail stations or transit centers, where an employer or other entity agrees to subsidize the service.



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

Approval of the CentrePort Station/Dallas Fort Worth International Airport Site-Specific Shuttle Funding Agreement

WHEREAS, on April 14, 1998 (Resolution No. 980078), the Board approved a Site-Specific Shuttle Service Policy, Board Policy III.16, that allows DART to initiate or continue DART-operated circulator/distributor shuttle services connecting to rail stations or transit centers where an employer or other entity agrees to subsidize the service; and

WHEREAS, on June 12, 2000 (Resolution No. 000105), the Board approved an interlocal agreement with Dallas Fort Worth International Airport (DFWIA) Board and the Fort Worth Transportation Authority (Trinity Metro) for funding and operation of circulation service at the Dallas Fort Worth Airport; and

WHEREAS, on June 11, 2024 (Resolution No. 240059), the Board approved an interlocal funding agreement with Trinity Metro and DFWIA for shuttle service, which expires on September 30, 2026; and

WHEREAS, Trinity Metro shall operate the service providing a direct connection between the Trinity Railway Express (TRE) CentrePort Station and Terminal B. Passengers transfer at Terminal B to airport shuttle buses that serve DFWIA terminals. The FY 2025 average monthly ridership was 5,205 passengers; and

WHEREAS, the schedule of services is Monday through Saturday (no Sunday service). Two shuttles at a 30-minute headway (peak periods) will operate Monday-Friday. The remaining hours of operation, to include Saturday service, will run at an (off-peak) 60-minute headway utilizing one shuttle; and

WHEREAS, a breakdown of the cost is provided in Exhibit 1 as DART, Trinity Metro and DFWIA will continue to split the cost of operating the service covering the base three years, with two one-year options, totaling five years; and

WHEREAS, DART, Trinity Metro, and DFWIA have shared the cost of operating this service on an equal basis.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute a five-year agreement to renew the site-specific shuttle funding agreement, substantially in the form shown as Exhibit 1 to the Resolution, with Fort Worth Transportation Authority (Trinity Metro) and the Dallas Fort Worth International Airport, for a total authorized amount not to exceed \$1,251,858 over the five-year term for Dallas Area Rapid Transit's portion of the funding agreement.

**Approval of the CentrePort Station/Dallas Fort Worth International Airport Site-Specific Shuttle
Funding Agreement**

Prepared by: /s/ Melvin E. Walker, III
Trey Walker, P.E.
Interim Executive Vice President/
Chief Development Officer

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

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

**INTERLOCAL AGREEMENT
BETWEEN
DALLAS AREA RAPID TRANSIT
and
TRINITY METRO
and
DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD**

THIS AGREEMENT, by and among DALLAS AREA RAPID TRANSIT (“DART”), a Texas regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, whose address is 1401 Pacific Avenue, Dallas, Texas 75202, FORT WORTH TRANSPORTATION AUTHORITY (dba “TRINITY METRO”), a Texas regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, whose address is 801 Cherry Street, Suite 850, Fort Worth, Texas 76102, and DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD (“DFW International Airport Board”), collectively referred to as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, DART, Trinity Metro and DFW International Airport Board are working to improve regional transit services to and around DFW International Airport (the “Airport”); and

WHEREAS the Parties desire to cooperate in enhancing transit frequency to better service commuters and securing access to jobs, specifically by providing funding for vehicle maintenance and for the operation of a circulator service between the Trinity Railway Express (“TRE”) CentrePort Station (the “CentrePort Station”) and DFW International Airport Terminal B (“Terminal B”) with routing as shown in Exhibit “B” (the foregoing service collectively defined as the “Service”); and

WHEREAS, Pursuant to Sections 452.055(a) and 452.056(a)(2) of the Texas Transportation Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, DART and Trinity Metro are authorized to enter into interlocal agreements with other governmental entities.

NOW THEREFORE, for the consideration herein described, the receipt and sufficiency of which is acknowledged by the Parties, DART, Trinity Metro, and the DFW International Airport Board agree to follow:

AGREEMENT:

1. Term and Termination.
 - 1.01. Term. The term of this Agreement shall begin on the 1st day of October 2026 and terminate at midnight on the 30th day of September 2031. Agreement will include 3 years with 2 one-year options, totaling five years.

- 1.02. Termination. This Agreement may be terminated by (a) written agreement of all of the Parties; or (b) by a Party giving one hundred and twenty (120) days' prior written notice in the other Parties of the termination to ensure sufficient time for any required public hearings and for any Party or Parties desiring to continue the Service to identify alternative means of continuing it without interruption.
- 1.03. Termination for Failure to Fund. DART's, Trinity Metro's, and DFW International Airport Board's fiscal year begins October 1st and ends the following September 30th. Budget funds are approved by the DART Board of Directors for DART, and Trinity Metro Board of Directors for Trinity Metro, and by the City Councils of Dallas and Fort Worth, as owners of the Airport, on an annual basis. In the event any Party fails to fund this Agreement for any fiscal year during the term hereof, this Agreement shall automatically terminate on the last day of the fiscal year for which funding has been approved. All other Parties will be given no less than one hundred and twenty (120) days' prior written notice of any such non-approval of funding for this Agreement. In the event of a non-funding, the non-funding Party shall be liable for its share of operating costs incurred prior to the effective date of termination.
2. **DART Duties and Responsibilities.** DART covenants and agrees as follows:
 - 2.01. DART's Operating Funds. DART shall contribute funds toward the cost of operations of the Service in quarterly installments on the dates agreed upon by the Parties as described in Exhibit "A."
3. **Trinity Metro Duties and Responsibilities.** Trinity Metro covenants and agrees as follows:
 - 3.01. Trinity Metro's Operating Funds. Trinity Metro shall contribute funds toward the cost of operations of the Service in quarterly installments on the dates agreed upon by the Parties as described in Exhibit "A."
 - 3.02. Vehicle Procurement. Trinity Metro shall procure, using its own procurement policy and procedures, the vehicles necessary for operation of the Service, all of which shall be fully accessible as required by the Americans with Disabilities Act.
 - 3.03. Operation of Service. Trinity Metro shall operate the Service providing a direct connection between the CentrePort Station and Terminal B. In no event shall Trinity Metro be obligated to operate the Service so as to pick up or drop off passengers at intermediate stops between the CentrePort Station and Terminal B or, other than the CentrePort Station, at any location outside the boundaries of the Airport. If the South Remote Lot re-opens or the Car Rental Stop becomes available, these stops can be utilized in lieu of Terminal B if all Parties agree. The service schedule will operate as follows: Monday-Saturday. Two shuttles at a Peak 30-minute headway will operate Monday-Friday. The remaining hours of operation on Weekday as well as Saturday service will run at an Off-Peak 60-minute headway utilizing one shuttle.

- 3.04. Federal Funds. Trinity Metro shall be responsible for applying for any Federal funds associated with this Service.
- 3.05. Trinity Metro shall require all contractors performing work under this agreement to maintain Commercial General Liability, Automobile Liability, and Workers' Compensation insurance. The policies shall be endorsed with a waiver of subrogation in favor of DART and Trinity Metro. The General Liability and Automobile Liability policies shall name DART and Trinity Metro as additional insureds. Contractor's insurance shall be primary coverage in all instances.
- 3.06. Complaints. Trinity Metro shall be responsible for responding to complaints including, but not limited to, those involving Americans with Disabilities Act or Civil Rights Act Title VI violations. DFW International Airport Board and DART shall have no responsibility for responding to any complaints.
- 3.07. Permits and Compliance. Trinity Metro shall possess or obtain any necessary permits required by ordinance or state or Federal law for operating of the Service. DFW International Airport Board shall provide reasonable assistance to Trinity Metro to obtain any required permits. Trinity Metro shall comply with all applicable laws, rules, and regulations of the State of Texas and the United States during the performance of this Agreement.
- 4. **DFW International Airport Board Duties and Responsibilities.** DFW International Airport Board covenants and agrees as follows.
 - 4.01. DFW's Operating Funds. DFW International Airport Board shall contribute funds toward the cost of operations of the Service in quarterly installments on dates agreed upon by the Parties as described in Exhibit "A"
- 5. **Joint Obligations.**
 - 5.01. Cost-Sharing Schedule. The Parties have jointly developed a cost-sharing schedule clarifying the division of operating costs between DART, DFW International Airport Board, and Trinity Metro which is attached hereto, marked Exhibit "A" and incorporated herein for all pertinent purposes. Parties will jointly agree to cost-sharing as described in Exhibit "A" based upon a Monday-Saturday, 306 days a year service schedule.
 - 5.02. Service Standards; Monitoring Performance. The Parties will jointly develop standards for the provision of the Service and for monitoring the performance of the Service. At such time as such standards are developed, they shall be incorporated into this Agreement for all purposes, effective as of the execution of this Agreement.

- 5.03. **Service Modifications.** Any modification of the Service of more than plus or minus 25% of revenue miles shall require the prior written agreement of DART, Trinity Metro, and the DFW International Airport Board. Such modifications to the Service cannot be effectuated until or unless a public hearing is held in compliance of any application provisions stipulated in the Texas Transportation Code. Service modifications of less than 25% may be agreed to administratively, without the need for a hearing, and upon written agreement of all of the Parties.
- 5.04. **Marketing of Service.** The Parties shall jointly market the Service, known as the TRE Link, through their respective marketing efforts and each Party shall be responsible for bearing the costs of their own marketing efforts. Branding of the Service will be developed by Trinity Metro and approved by all Parties, such approval shall not to be unreasonably withheld or delayed, and all marketing by the Parties will conform to the approved branding.
- 5.05. **Enhanced TRE Link service** may be provided during the special events in Arlington, for example the World Cup in 2026, to accommodate the increase in visitors to North Central Texas if mutually agreed to by all parties to this ILA.

6. Representations and Warranties.

- 6.01. **Available Financing.** Subject to the provisions of Section 1.04, each Party represents and warrants to the other Parties that the costs of any purchase made by it under this Agreement, or the payment for any of the Service made pursuant to the Agreement, will be properly made from financing sources then-available to the said party.
- 6.02. **Authorized Signatures.** Each Party represents and warrants to the other Parties that prior to the execution of this Agreement, the person signing such Agreement was authorized to do so by such Party's governing body.
- 6.03. **Future Authorizations.** Each Party represents and warrants to the other Party that no renewal or extension of this Agreement will be signed unless it is first authorized by the governing body of such Party.

7. Contact Persons.

The Parties will each designate an individual to serve as the primary point of contact under this Agreement ("Primary Contact Persons"), and the Parties will use all reasonable efforts to keep the Primary Contact Persons fully apprised of any issues in connection with the Service.

DART: Jing Xu, Interim Vice President
Phone: 214.749.2820
Email: JXu@dart.org

Trinity Metro: Carla Forman, Director
Phone: 817.215.8903
Email: Carla.Forman@RideTM.org

DFW International
Airport Board: James Mauldin, Vice President Treasury Management
Phone: 972.973.5447
Email: jmauldin@dfwairport.com

8. **Miscellaneous.**

- 8.01. Notices. Any notice required or permitted to be given by any Party to the other Parties shall be in writing, and shall be deemed to have been duly given when delivered personally one (1) business day after being deposited with a reputable overnight air courier service or three (3) business days after being deposited in the United States mail, certified, return receipt requested, in a postage-paid envelope addressed to the other Parties at the addresses set out below:

DART
PO Box 660163
Dallas, Texas 75266-7202
1401 Pacific Ave.
Dallas, Texas 75202
Attention: Jing Xu

Trinity Metro
801 Grove Street
Fort Worth, Texas 76102
Attention: Carla Forman

DFW International Airport Board
PO Drawer 619428
Dallas Fort Worth Airport, Texas 75261
Attention: James Mauldin

Any Party may change its address for notice by sending a notice thereof to the other Parties.

- 8.02. Assignment. This Agreement shall not be assigned without the prior consent of all Parties.
- 8.03. Audit. Either or both DART and DFW International Airport Board may review any and all of the Service performed by Trinity Metro under this Agreement. DFW International Airport Board or DART is granted the right to audit, at its election and cost, all of Trinity Metro's records and billings related to the performance of this Agreement. Trinity Metro agrees to retain such records for a minimum of four (4) years from the expiration date of this Agreement related to the Service.

8.04. Required FAA Contract Provisions. The following provisions are required by the Federal Aviation Administration. For the purposes of this Section 8.04, the DFW International Airport Board may be referred to as “Sponsor” or “Owner” and Trinity Metro and DART may be referred to as “Contractor” where applicable. The following provisions apply to DART and Trinity Metro only to the extent they are otherwise applicable to the Parties and to the Service and the other terms of this Agreement.

- A. Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. The provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- B. The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1974 (78 Stat. 252, 42 USC §§ 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of the award.
- C. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereafter referred to as the “Contractor”), agrees as follows.
 - 1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employments practices when the contract covers any activity, project, or program set forth in Appendix R of 49 CFR part 21.
 - 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding payments to the Contractor under the Contract until the Contractor complies: and/or

- (b) Cancelling, terminating, or suspending a contract, in whole or in part

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- D. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities to the extent applicable to the Service and this Agreement, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of the Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.) as amended (prohibits discrimination on the basis of disability), and 49 CFR part 27:

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 471), Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- E. Occupational Health and Safety Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full test. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

- 8.05. **Governing Law.** This Agreement shall be construed and enforced in accordance with the law of the State of Texas. The venue shall be in Dallas or Tarrant County.
- 8.06. **Entirety and Amendments.** The Agreement embodies the entire agreement between the Parties with respect to the within subject matter, supersedes all prior agreements and understandings, if any, relating to the matters addressed herein, and maybe amended or supplemented only a written instrument executed by all Parties.
- 8.07. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the executing Parties and their respective successors and approved assigns.
- 8.08. **Number and Gender.** Words of any gender used in the Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- 8.09. **Relationship of the Parties.** Nothing in the Agreement shall be deemed or construed by the Parties or by any third party, as creating the relationship of principal and agent, partnership, joint venture, or joint enterprise between the Parties.
- 8.10. **Headings.** The headings utilized in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
- 8.11. **Interpretation.** No provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision.
- 8.12. **Counterparts.** This Agreement will be executed in multiple counterparts, all of which taken together shall constitute one single agreement between the Parties with respect to the matters herein contained.
- 8.13. **No Waiver of Immunity; No Third-Party Beneficiaries.** In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and in the Agreement does not create any rights in parties that are not signatories to the Agreement, including any rights in the public in general.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals this _____ day of _____ 2026.

FORT WORTH TRANSPORTATION AUTHORITY
D/B/A TRINITY METRO

By: _____
Richard Andreski, President and CEO

DALLAS AREA RAPID TRANSIT

By: _____
David Leininger, Interim President & Chief
Executive Officer

DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD

By: _____
(Title)

Approved as to Form

Legal Counsel, DFW International Airport Board

EXHIBIT A

TRE LINK	DART SHARE	TM SHARE	DFWIA SHARE	TOTAL
YEAR 1	\$236,188.25	\$236,188.25	\$236,188.25	\$708,564.75
YEAR 2	\$242,063.46	\$242,063.46	\$242,063.46	\$726,190.37
YEAR 3	\$250,123.98	\$250,123.98	\$250,123.98	\$750,371.93
TOTAL	\$728,375.68	\$728,375.68	\$728,375.68	\$2,185,127.05
YEAR 4 (Option)	\$257,438.99	\$257,438.99	\$257,438.99	\$772,316.98
YEAR 5 (Option)	\$266,043.44	\$266,043.44	\$266,043.44	\$798,130.31
TOTAL	\$523,482.43	\$523,482.43	\$523,482.43	\$1,570,447.29
5 YEAR TOTAL	\$1,251,858.11	\$1,251,858.11	\$1,251,858.11	\$3,755,574.34
*Includes estimates for contract and maintenance hourly rate (subject to change)				

The Service schedule will operate Monday-Saturday. Two Shuttles will operate at a peak 30-minute headway Monday-Friday during peak periods. The remaining hours of operation on Weekday as well as Saturday service will run at an Off-Peak 60-minute headway utilizing one shuttle.



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Approval of Contracts for Minor On-Call Construction Services

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to: 1) establish a contract in the amount of \$15,000,000 for Minor On-Call Construction Services [Contract No. C-2095393-01] to provide repairs, upgrades, and renovations to passenger facilities, maintenance facilities, and light rail stations, to be awarded on a rotational task-order basis for work under \$50,000 and awarded on a bid scope of work within the contract pool for task orders between \$50,000 - \$350,000 with the following contractors; 2) award a three-year contract with two one-year options to Gilbert May, Inc. dba Phillips/May Corporation; 3) award a three-year contract with two one-year options to Florico, Inc.; and 4) award a three-year contract with two one-year options to Dallas Harmony Construction, LLC.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- These contracts for Minor On-Call Construction Services are included in various project budgets in the approved FY 2026 capital budget.
- Sufficient funding for these contracts in an amount up to \$15,000,000 is included in various capital line items of the approved FY 2026 20-Year Financial Plan.
- Some of the task orders issued under this contract allowance may be federally funded, and the local share may be paid with local funds or financed by debt.

BUSINESS PURPOSE

- Approval of this contract supports Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- DART is committed to maintaining all facilities in a state of good repair. Under this contract, the contractor(s) shall provide on-call construction services to support state of good repair (SGR) projects throughout the DART Service Area, including repairs, upgrades, and renovations to

passenger facilities, maintenance facilities, and light rail stations. This contract provides an expeditious procurement mechanism to deliver these routine projects.

- To complete these projects efficiently, the work is authorized and issued on a rotational task-order basis for work under \$50,000 and awarded on a bid scope of work within the contract pool for task orders between \$50,000 - \$350,000.

PROCUREMENT CONSIDERATIONS

- On March 4, 2026, a Request for Proposals (RFP) notification was sent to 1,300 firms for On-Call Construction Services.
- This will be an indefinite delivery / indefinite quantity (ID/IQ) task-order-based construction contract with a base term of three years and two one-year options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in March 2026 at 30% SBE participation.
- All contractors have committed to either meet or exceed the established SBE goal,
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2095393**

Contract Information

- A. Description:** On-Call Construction Services
- B. Contractors:**
1. Gilbert May Inc. dba Phillips/May Corporation,
 2. Florico, Inc.,
 3. Dallas Harmony Construction, LLC
- C. Contract Numbers:** C-2095393-01 – Parent Contract
C-2095393-02 – Gilbert May, Inc. dba Phillips/May Corporation
C-2095393-03 – Florico, Inc.
C-2095393-04 – Dallas Harmony Construction, LLC
- D. Contract Amount:** Contract Reserve in an amount not-to-exceed \$15,000,000.00
- E. Contract Type:** Indefinite Delivery/Indefinite Quantity (ID/IQ) task order-based construction services contract
- F. Performance Period/Term of Contract:** Three years from the date of Notice of Award
- G. Options Available:** Two, one-year options
- H. Bond Requirement:** Bid Bond equal to 5% of the total bid price. Payment Bonds will be required on task orders equal to or greater than \$25,000. Performance Bonds will be required on task orders equal to or greater than \$100,000.
- I. Liquidated Damages:** N/A
- J. Funding Source:** Federal/Local

Solicitation Information

- A. Issue Date:** 3/4/2026
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** March 25, 2026 @ 2:00 PM
- D. Proposals Received:** 6
1. Gilbert May, Inc. dba Phillips/May Corporation
 2. Florico, Inc.
 3. Dallas Harmony Construction, LLC
 4. Omega Contracting, LLC
 5. VesCorp Construction, LLC
 6. Laughley Bridge & Construction, Inc.

- E. Discussion of Proposal Evaluation Process:** Proposals were evaluated from April 22, 2026 through June 3, 2026, in accordance with the evaluation criteria specified in the Request for Proposal (RFP). Technical proposals were evaluated to determine technical acceptability based on criteria specified in the RFP. Price proposals were evaluated by applying a weighted average formula to calculate the price score. A summary of the evaluation criteria is provided below:

Evaluation Criteria

Criteria Description	Maximum Points
Essential Personnel Qualifications	80
Capabilities of the Firm	20
Safety Program	20
Quality Program	20
Firm Composition/Subcontracting Opportunities	20
Total Technical Points	160
Price Proposal	40
Total Maximum Points	200

- F. Discussion of Unacceptable Proposals:** None

G. Proposal Scoring:

Offeror Name	Total Technical Score (160 Max)	Total SBE Score (20 Max)	Total Price Points (40 Max)	Total Score
Gilbert May, Inc. dba Phillips/May Corporation	128	18	35	181
Florico, Inc.	109	18	40	167
Dallas Harmony Construction, LLC	117	13	28	158
Omega Contracting, LLC	92	17	24	133
VesCorp Construction, LLC	72	13	30	115
Laughley Bridge & Construction, Inc.	67	19	19	105

- H. Negotiation Memorandum:** N/A

- I. Cost & Price Analysis:** Prices submitted by Gilbert May, Inc. dba Phillips/May Corporation, Florico, Inc., and Dallas Harmony, LLC are determined to be fair and reasonable based upon full and open competition, comparison to the Independent Cost Estimate (ICE) and historical pricing.

J. Determination of Responsibility:

Bond Check: Yes

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Will be verified prior to issuance of Notice to Proceed

On-Site Inspection: N/A

Arithmetic Check: Yes

Verification of Offer: Yes

Buy America Certification and/or Audit, if applicable: Yes

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

K. Protests Received: None.

L. Determinations Required: None

Determination and Recommendation

Gilbert May, Inc. dba Phillips/May Corporation, Florico, Inc., and Dallas Harmony, LLC are determined to be responsible offerors whose proposal scores are determined to be the highest ranked. Gilbert May, Inc. dba Phillips/May Corporation, Florico, Inc., and Dallas Harmony, LLC have the capacity to perform this contract and are recommended for award.

Approval of Contract for Minor On-Call Construction Services

Gilbert May, Inc. dba Phillips/May Corporation

The goal for this contract was established in March 2026 at 30% SBE participation. Gilbert May, Inc., dba Phillips/May Corporation, the prime contractor, is a certified SBE firm, therefore, the goal is met. Gilbert May, Inc., dba Phillips/May Corporation has committed to additional SBE participation through utilization of the following certified firms:

ADDITIONAL SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE
Alliance Geotechnical Group, Inc.	Dallas, TX	Hispanic Male	Material Testing
Alpha and Omega Industries, LLC	Carrollton, TX	Black Male	Supply and Install Electrical
Butler & Butler Construction, LLC	Arlington, TX	Black Female	Masonry, General Contracting & Concrete
Concept Facility Services, LLC	Duncanville, TX	Black Male	Supply, Install & Repair of Plumbing Fixtures,
Denali Construction Services, LLC	Dallas, TX	White Female	Supply & Install – Mechanical, Electrical & Plumbing
Gomez Floor Covering, Inc.	San Antonio, TX	Hispanic Female	Flooring
OAC Construction Services, Inc.	Dallas, TX	Hispanic Male	Metal Framing, Drywall, Ceiling Insulation, Door & Paint
Picasso Contractors, LLC	Dallas, TX	Hispanic Female	Demolition, General Labor & Asbestos
Prodigy Design & Renovation, Inc	Arlington, TX	White Female	Supply & Install Paint

Florico, Inc.

The goal for this contract was established in March 2026 at 30% SBE participation. Florico Inc., the prime contractor, is a certified SBE firm; therefore, the goal is met. Florico, Inc., has committed to additional SBE participation through utilization of the following certified firms:

ADDITIONAL SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE
A.T. Construction, LLC	Dallas, TX	Hispanic	Drywall

AdvanComm, LLC	McKinney, TX	Hispanic Male	Network Cabling, Computer System Design, and Related Services
Core CMCI	Dallas, TX	Hispanic Male	Acoustic Ceiling Tile
Enterprise Interiors, LLC	Dallas, TX	Black Female	Modular Furniture
Foam Works	Garland, TX	Hispanic Male	Concrete Lifting, Leveling, Trip Hazard removal
Full Circle Technologies	Carrollton, TX	Asian Indian Male	Telecommunications
JE Casey, LLC	Mansfield, TX	White Male	Supply/Install-Guardrails, Pedestrian & Traffic Rails, Sidewalks, Chain Links Fence
PPD&C, LLC	Dallas, TX	Black Female	Engineering Services
Sanford Group Fire	Dallas, TX	Hispanic Male	Fire Suppression System & Fire Extinguishers
Shark Brite, LLC	Dallas, TX	Hispanic Male	Cleaning Services
Thomas 11 Development, LLC	Dallas, TX	Black Male	Interior Construction Work

Dallas Harmony Construction, LLC

The goal for this contract was established in March 2026 at 30% SBE participation. Dallas Harmony Construction LLC., the prime contractor, has committed to meet the SBE goal through utilization of the following certified firms:

VENDOR	LOCATION	ETHNICITY	SERVICE
ATS Contractors	Fort Worth, TX	Hispanic Male	Concrete, Fencing, Metal, Electrical, Landscaping
Dalcon CMS, LLC	Carrington, TX	Native American Male	Concrete, Masonry, Interior Finishes, Landscaping
Reyes HVAC Services, LLC	Irving, TX	Hispanic Male	Heating, Ventilation & Air Conditioning

Summary of EEO-1 Reports

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

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENT
MALES	5	4	59	0	29	97	78.86%
FEMALES	4	1	11	0	10	26	21.14%
TOTAL	9	5	70	0	39	123	100%
PERCENTAGE	7.32%	4.06%	56.91%	0.00%	31.71%	100%	

Florico, Inc. is located in Dallas, TX and employs 9 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENT
MALES	0	0	7	0	0	7	77.78%
FEMALES	0	0	2	0	0	2	22.22%
TOTAL	0	0	9	0	0	9	100%
PERCENTAGE	0.00%	0.00%	100%	0.00%	0.00%	100%	

Dallas Harmony Construction, LLC. is located in Irving, TX and employs 10 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENT
MALES	1	1	7	0	0	9	90.00%
FEMALES	1	0	0	0	0	1	10.00%
TOTAL	2	1	7	0	0	10	100%
PERCENTAGE	2.00%	1.00%	7.00%	0.00%	0.00%	100%	

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

Approval of Contracts for Minor On-Call Construction Services

WHEREAS, DART is committed to maintaining all facilities in a state of good repair; and

WHEREAS, under this contract, the contractor(s) shall provide on-call construction services to support state of good repair (SGR) projects throughout the DART Service Area, including repairs, upgrades, and renovations to passenger facilities, maintenance facilities, and light rail stations. This contract provides an expeditious procurement mechanism to deliver these routine projects; and

WHEREAS, in order to complete these projects efficiently, the work will be authorized and issued on a rotational task-order basis for work under \$50,000 and awarded on a bid scope of work within the contract pool for task orders between \$50,000 - \$350,000; and

WHEREAS, the contract was procured in accordance with 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 FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to:

- Section 1: Establish a contract in the amount of \$15,000,000 for Minor On-Call Construction Services [Contract No. C-2095393-01] to provide repairs, upgrades, and renovations to passenger facilities, maintenance facilities, and light rail stations to be awarded on a rotational task-order basis for work under \$50,000 and awarded on a bid scope of work within the contract pool for task orders between \$50,000 - \$350,000 with the following contractors.
- Section 2: Award a three-year contract with two one-year options to Gilbert May, Inc. dba Phillips/May Corporation.
- Section 3: Award a three-year contract with two one-year options to Florico, Inc.
- Section 4: Award a three-year contract with two one-year options to Dallas Harmony Construction, LLC.

Approval of Contracts for Minor On-Call Construction Services

Prepared by: /s/ Melvin E. Walker, III

Trey Walker, P.E.
Interim Executive Vice President/
Chief Development Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ David Leininger

David Leininger
Interim President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Approval of Contracts for Environmental Services

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to: 1) establish a contract reserve for environmental services in a total authorized amount not to exceed \$4,000,000; 2) award a three-year base term contract with two one-year options to Halff Associates, Inc.; 3) award a three-year base term contract with two one-year options to Ensaf, Inc.; 4) award a three-year base term contract with two one-year options to EA Engineering, Science, and Tech, Inc.; 5) award a three-year base term contract with two one-year options to VRX, Inc.; 6) award a three-year base term contract with two one-year options to LCA Environmental, Inc.; 7) award a three-year base term contract with two one-year options to WSP USA, Inc.; and 8) award a three-year base term contract with two one-year options to Freese and Nichols, Inc.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- These contracts for Environmental Services are included in the Real Estate and Economic Development Department's approved FY 2026 operating budget.
- Sufficient funding for these contracts in the amount of \$4,000,000 is included in both the Real Estate and Economic Development Department's FY 2026 Operating budget and the Total Operating Expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this resolution will assist DART in achieving Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; Strategic Goal 5: Fantastic Spaces - Create fantastic spaces that add value to our communities, enhance the rider experience, and foster a sustainable and thriving region; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.
- DART's Environmental Compliance Section is responsible for ensuring the agency remains in compliance with all federal, state, and local environmental regulations and laws. The team relies

heavily on external consultants to provide technical expertise and labor not available within the agency to conduct testing, submit necessary reports to regulatory agencies, identify hazardous materials and conditions, and remediate environmental contamination. For example, asbestos abatement, installing monitoring wells, sampling soil and water and disposing of contaminated soil, conducting storm water inspections, testing, removing, and disposing of storage tanks (underground and above ground), preparing risk reduction corrective action plans, developing storm water plans, testing air quality, and abating lead-based paint.

- DART's current environmental services contracts will expire on July 31, 2026. The new environmental services contracts will provide continued access to critical environmental services for the coming years through seven highly reputable environmental firms. Each contract will have a base term of three years and two one-year options. Each contract will have a minimum value of \$20,000. Environmental services will be provided on an as-needed, task-order basis.

PROCUREMENT CONSIDERATIONS

- On January 16, 2026, a Request for Proposal (RFP) notification was issued to firms for Environmental Services.
- These contracts will be indefinite delivery/indefinite quantity (IDIQ), task-based agreements with fixed unit pricing on a task-order basis for a term of three years with two one-year option periods.
- There is a \$20,000 guaranteed minimum associated with this contract. The \$4 million amount represents the not-to-exceed value and will be tracked by individual task orders. Task orders will be issued only for approved environmental services and/or asbestos abatement projects.
- The contract award analysis is included as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in February 2026 at 15% SBE participation.
- All contractors have committed to exceed the established SBE goal.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractors' actual EEO-1 reports are available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. C-2096545-01**

Contract Information

A. Description: Environmental Services 2.5

B. Contractor(s):

1. WSP USA, Inc.
2. Freese and Nichols, Inc.
3. LCA Environmental, Inc.
4. EA Engineering Science and Technology, Inc., PBC
5. Halff Associates, Inc.
6. Ensafe, Inc.
7. VRX, Inc.

C. Contract Number:

C-2096545-01 – Parent Contract
C-2096545-02 – WSP USA, Inc.
C-2089924-03 – Freese and Nichols, Inc.
C-2089924-04 – LCA Environmental, Inc.
C-2089924-05 – EA Engineering Science and Technology, Inc. PBC
C-2089924-06 – Halff Associates, Inc.
C-2089924-07 – Ensafe, Inc.
C-2096545-08 – VRX, Inc

D. Contract Amount: Contract Reserve in an amount not to exceed \$4,000,000. Contracts will be funded as task orders are awarded.

E. Contract Type: Indefinite Delivery / Indefinite Quantity, Fixed-Unit Price Task Order Based

F. Performance Period: Three years from the Notice to Proceed

G. Options Available: Two one-year options

H. Bond Requirement: The Contractor shall provide a Performance Bond if the task order amount exceeds \$100,000. The Contractor shall provide a Payment Bond if the task order amount exceeds \$25,000.

I. Liquidated Damages: N/A

J. Funding Source: Local/Federal

Solicitation Information

A. Issue Date: January 16, 2026

B. Notifications Sent to Registered Suppliers: Yes

C. Date and Time for Proposal Receipt: March 05, 2026 @ 2:00 PM

D. Proposals Received:

1. VRX, Inc.
2. Ensafe, Inc.
3. Freese and Nichols, Inc.
4. Talon/LPE, LTD
5. Professional Service Industries, Inc.
6. LCA Environmental, Inc.
7. WSP USA, Inc.
8. Ensolum LLC
9. EA Engineering, Science, and Tech, Inc., PBC
10. Halff Associates, Inc.
11. UES Professional Solutions
12. RNDI Companies, Inc.

E. Discussion of Proposal Evaluation Process: Proposals were evaluated from May 01, 2026, through May 22, 2026, in accordance with criteria specified in the RFP by a Source Evaluation Committee (SEC) consisting of four voting members with relevant expertise, who individually and independently reviewed and evaluated the twelve (12) proposals. Technical proposals were evaluated to determine their technical acceptability based on compliance with the scope of work and the requirements outlined in the Request for Proposals. The technical proposals were evaluated to determine the highest technically qualified offeror(s). A summary of the evaluation criteria is provided below:

Criteria Description	Maximum Points
Capabilities and Experiences	240
Project Personnel	200
Emergency Responses	175
Project Approach	175
Quality and Schedule	225
Firm Team Composition/Subcontracting Opportunities	100
Price Proposal	125
TOTAL POINTS AVAILABLE	1,240

F. Discussion of Unacceptable Proposals: N/A

G. Discussion of Technically Unacceptable Offers: UES Professional Solutions LLC, Ensolum LLC, Professional Service Industries Inc., Talon/LPE, LTD, and RNDI Companies, Inc. offers were deemed technically unacceptable.

H. Proposal Scoring:**Table 1: Technical and Price Proposal Scoring**

Rank	Proposing Firms	Technical Score (Max 1,015)	Diversity Score (Max 100)	Price Proposal (Max 125)	Total Score (Max 1,240)
1	Halff Associates, Inc.	661	86	85	832
2	Ensafe, Inc.	638	91	76	805
3	EA Engineering, Science, and Tech, Inc.	600	90	86	776
4	VRX, Inc.	591	96	62	749
5	LCA Environmental, Inc.	558	96	87	741
6	WSP USA, Inc.	529	87	125	741
7	Freese and Nichols, Inc.	549	89	90	728
8	Talon/LPE LTD	485	90	Technically Unacceptable	
9	UES Professional Solutions LLC	488	61	Technically Unacceptable	
10	Ensolum LLC	417	44	Technically Unacceptable	
11	Professional Service Industries, Inc.	420	23	Technically Unacceptable	
12	RNDI Companies, Inc.	347	93	Technically Unacceptable	

The seven highest rated evaluated offerors were Halff Associates, Inc., Ensafe, Inc., EA Engineering Science, and Tech Inc., VRX, Inc., LCA Environmental Inc., WSP USA, Inc., and Freese and Nichols, Inc.

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

J. Cost & Price Analysis: A cost analysis was performed, and the price was determined to be fair and reasonable based on price competition and historical prices paid.

K. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Obtained after Notice of Award

On-Site Inspection: N/A

Arithmetic Check: Yes

Verification of Offer: Yes

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

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

L. Protests Received: None

M. Determinations Required: N/A

Determination and Recommendation

Halff Associates, Inc., Ensafe, Inc., EA Engineering Science, and Tech Inc., VRX, Inc., LCA Environmental, Inc., WSP USA Inc., and Freese and Nichols, Inc., were determined to be responsible offerors. Their proposals were evaluated and determined to be the highest technically qualified and most cost competitive. They have the capacity to perform this contract and are recommended for award.

Approval of Contracts for Environmental Services

SBE CONSIDERATIONS

EA Engineering, Science and Tech, Inc.

The goal for this contract was established in February 2026 at 15% SBE participation. EA Engineering, Science and Tech, Inc., the prime contractor, has committed to exceed the SBE goal through utilization of the following certified firms:

SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENT
Alamo Analytical Laboratories	San Antonio, TX	Asian Indian Female	Laboratory Analysis	2.00%
Envirotech Environmental Services	Houston, TX	Hispanic Male	Environmental Drilling, Remediation	5.00%
HP EnviroVision	Grand Prairie, TX	White Male	Interior Demolition	3.00%
JC's Environmental Technologies	Southlake, TX	Hispanic Male	Asbestos Abatement	3.00%
Moody Labs	Farmers Branch, TX	White Female	Laboratory Testing	1.00%
Sunbelt Industrial Services	Fort Worth, TX	White Female	Remedial Support Services	7.00%

TOTAL SBE PARTICIPATION: 21.00%

Ensafe, Inc.

The goal for this contract was established in February 2026 at 15% SBE participation. EnSafe, Inc., the prime contractor, has committed to exceed the SBE goal through utilization of the following certified firms:

SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENT
Cactus Abatement & Demolition, LLC	Roanoke, TX	White Female	Lead Abatement	5.00%
Cates Laboratories	Dallas, TX	White Female	Laboratory Testing	2.00%

Envirotech Environmental Services	Houston, TX	Hispanic Male	Environmental Drilling, Remediation	5.00%
Sunbelt Industrial Services	Fort Worth, TX	White Female	Remedial Support Services	5.00%
Targus Associates, LLC	Carrollton, TX	Hispanic Female	Environmental Hazards	5.00%

TOTAL SBE PARTICIPATION: 22.00%*

Freese and Nichols, Inc.

The goal for this contract was established in February 2026 at 15% SBE participation. Freese and Nichols, Inc., the prime contractor, has committed to exceed the SBE goal through utilization of the following certified firms:

SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENT
Bowman Engineering & Consulting	Dallas, TX	White Female	Survey Services	2.50%
Environmental Logistics Company, LLC	McKinney, TX	White Female	Environmental Drilling	2.50%
ERC Environmental & Construction Services, Inc.	Houston, TX	Hispanic Male	Health & Safety Services	2.50%
Sunbelt Industrial Services	Fort Worth, TX	White Female	Remedial Support Services	6.00%
Targus Associates, LLC	Carrollton, TX	Hispanic Female	Environmental Hazards	2.50%

TOTAL SBE PARTICIPATION: 16.00%*

Halff Associates Inc.

The goal for this contract was established in February 2026 at 15% SBE participation. Halff Associates Inc., the prime contractor, has committed to exceed the SBE goal through utilization of the following certified firms:

SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENT
Arkose Environmental, Inc.	The Colony, TX	Black Female	Environmental Drilling & Disposal	3.00%
Cates Laboratories	Dallas, TX	White Female	Laboratory Testing	2.00%
DCG Environmental, LLC	Lancaster, TX	White Female	Project Management	8.00%
Sunbelt Industrial Services	Fort Worth, TX	White Female	Remedial Support Services	5.00%

TOTAL SBE PARTICIPATION: 18.00%

LCA Environmental, Inc.

The goal for this contract was established in February 2026 at 15% SBE participation. LCA Environmental, Inc., the prime contractor, is a certified SBE; therefore, the goal is met. LCA Environmental, Inc. has committed to additional SBE participation through utilization of the following certified firms:

SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENT
ARS Engineers, Inc.	Carrollton, TX	Asian Indian Male	Surveying	3.00%
DTECH Services, Inc.	Dallas, TX	White Female	Laboratory Testing	3.00%
Moody Labs, LLC	Farmers Branch, TX	White Female	Laboratory Services	6.00%
Sunbelt Industrial Services	Fort Worth, TX	White Female	Remedial Support Services	6.00%

ADDITIONAL SBE PARTICIPATION: 18.00%

VRX, Inc.

The goal for this contract was established in February 2026 at 15% SBE participation. VRX Inc, the prime contractor, is a certified SBE; therefore, the goal is met. VRX Inc, has committed to additional SBE participation through utilization of the following certified firms:

SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENT
LCA Environmental, Inc..	Farmers Branch, TX	White Female	Air Monitoring & Asbestos Surveying	12.00%
Moody Labs, LLC	Farmers Branch, TX	White Female	Laboratory Services	2.00%
Sunbelt Industrial Services	Fort Worth, TX	White Female	Emergency Response, Remediation	15.00%
TTI Labs	Arlington, TX	Asian Indian Female	Remedial Support Services	5.00%

ADDITIONAL SBE PARTICIPATION: 34.00%

WSP USA, Inc.

The goal for this contract was established in February 2026 at 15% SBE participation. WSP USA, Inc., the prime contractor, has committed to exceed the SBE goal through utilization of the following certified firms:

SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	PERCENT
Arkose Environmental, Inc.	The Colony, TX	Black Female	Environmental Drilling & Disposal	5.00%
Environmental Logistics Company, LLC	McKinney, TX	White Female	Environmental Drilling	10.00%
Moody Labs, LLC	Farmers Branch, TX	White Female	Laboratory Services	1.00%

TOTAL SBE PARTICIPATION: 16.00%*

Summary of EEO-1 Reports

EA Environmental and Science Technology, Inc. is located in Hunt Valley, MD and employs 361 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	2 OR MORE RACES	TOTAL	PERCENTAGE
MALES	7	7	10	5	160	8	197	54.57%
FEMALES	4	7	3	1	142	7	164	45.43%
TOTAL	11	14	13	6	302	15	361	100%
PERCENTAGE	3.05%	3.88%	3.60%	1.66%	83.66%	4.15%	100%	

EnSafe, Inc. is located in Memphis, TN and employs 406 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENTAGE
MALES	8	9	11	5	212	245	60.34%
FEMALES	1	23	14	0	123	161	39.66%
TOTAL	9	32	25	5	335	406	100%
PERCENTAGE	2.22%	7.88%	6.16%	1.23%	82.51%	100%	

Freese and Nichols, Inc. is located in Fort Worth, TX and employs 1,336 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENTAGE
MALES	45	41	120	5	610	821	61.45%
FEMALES	39	33	97	9	337	515	38.55%
TOTAL	84	74	217	14	947	1,336	100%
PERCENTAGE	6.29%	5.54%	16.24%	1.05%	70.88%	100%	

Halff Associates, Inc. is located in, Richardson, TX and employs 1,390 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENTAGE
MALES	36	33	200	5	664	938	67.48%
FEMALES	30	23	106	0	293	452	32.52%
TOTAL	66	56	306	5	957	1,390	100%
PERCENTAGE	4.75%	4.03%	22.01%	0.36%	68.85%	100%	

LCA Environmental, Inc. is located in Farmers Branch, TX and employs 14 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENTAGE
MALES	0	1	1	0	9	11	78.57%
FEMALES	0	0	0	0	3	3	21.43%
TOTAL	0	1	1	0	12	14	100%
PERCENTAGE	0.00%	7.14%	7.14%	0.00%	85.72%	100%	

VRX, Inc. is located in Plano, TX, TX and employs 200 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENTAGE
MALES	15	15	35	1	86	152	76.00%
FEMALES	5	2	11	4	26	48	24.00%
TOTAL	20	17	46	5	112	200	100%
PERCENTAGE	10.00%	8.50%	23.00%	2.50%	56.00%	100%	

WSP USA Inc. is located in New York, NY and employs 12,671 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENTAGE
MALES	979	457	626	40	5,848	7,950	62.74%
FEMALES	684	354	416	30	3,237	4,721	37.26%
TOTAL	1,663	811	1,042	70	9,085	12,671	100%
PERCENTAGE	13.13%	6.40%	8.22%	0.55%	71.70%	100%	

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

Approval of Contracts for Environmental Services

WHEREAS, DART's Environmental Compliance Section is responsible for ensuring the agency remains in compliance with all federal, state, and local environmental regulations and laws; and

WHEREAS, the team relies heavily on external consultants to provide technical expertise and labor not available within the agency to conduct testing, submit necessary reports to regulatory agencies, identify hazardous materials and conditions, and remediate environmental contamination; and

WHEREAS, DART's current environmental services contracts will expire on July 31, 2026, and the new environmental services contracts will provide continued access to critical environmental services for the coming years through seven highly reputable environmental firms; and

WHEREAS, each contract will have a base term of three years and two one-year options with a minimum value of \$20,000; and

WHEREAS, environmental services will be provided by Halff Associates Inc., Ensafé, Inc., EA Engineering Science, and Tech Inc., VRX, Inc., LCA Environmental Inc., WSP USA, Inc., or Freese and Nichols Inc. on an as-needed, task-order basis; and

WHEREAS, each contract was procured in accordance with DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for these contracts are within current Budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to:

- Section 1: Establish a contract reserve for environmental services in a total authorized amount not to exceed \$4,000,000.
- Section 2: Award a three-year base term contract with two one-year options to Halff Associates, Inc.
- Section 3: Award a three-year base term contract with two one-year options to Ensafé, Inc.
- Section 4: Award a three-year base term contract with two one-year options to EA Engineering Science, and Tech, Inc.
- Section 5: Award a three-year base term contract with two one-year options to VRX, Inc.
- Section 6: Award a three-year base term contract with two one-year options to LCA Environmental, Inc.
- Section 7: Award a three-year base term contract with two one-year options to WSP USA, Inc.
- Section 8: Award a three-year base term contract with two one-year options to Freese and Nichols, Inc.

Approval of Contracts for Environmental Services

Prepared by: /s/ Melvin E. Walker, III

Trey Walker, P.E.
Interim Executive Vice President/
Chief Development Officer

Approved as to form: /s/ Gene Gamez

Gene Gamez
General Counsel

Approved by: /s/ David Leininger

David Leininger
Interim President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Approval of Contract for Civil Construction for Trinity Railway Express Double Track from Medical Market to IH-35E

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a contract to SEMA Construction, Inc., [Contract No. C-2095112-01] to complete the civil construction of the Trinity Railway Express (TRE) Double Track Project from Medical Market to IH-35E, for a total not-to-exceed amount of \$33,287,382, plus a supplemental work contingency of \$4,993,108 (15%) for unanticipated expenses, for a total authorized amount not to exceed \$38,280,490.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract to complete the civil construction of the Trinity Railway Express (TRE) Double Track Project from Medical Market to IH-35E is included in TRE Noble Branch Double Tracking of the approved FY 2026 Capital Budget.
- Sufficient funding for this contract in the amount of \$33,287,382 is included in both TRE Noble Branch Double Tracking project budget and the Commuter Rail Capital line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- This item is the contract for civil construction of the TRE Double Track Project from Medical Market to IH-35E.
- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

- On August 12, 1994, DART and the Fort Worth Transportation Authority (FWTA) entered an interlocal agreement that established the framework for jointly providing commuter rail services on the TRE rail corridor between Dallas and Fort Worth.
- Rail congestion is a persistent and critical issue that impacts the movement of goods and passengers in the DFW region. Double-track improvements to the TRE corridor will increase train speeds at the project location, create opportunities to add new freight and passenger services, create additional revenue generation (from increased freight and commuter movement through the corridor), improve air quality, and enhance safety.
- The project is a double-track project located in the City of Dallas. The project involves the construction of approximately 1.2 miles of new track between Medical Market Station (MP 640.77) and IH-35E (MP 639.60). This track segment will include the addition of a new bridge at Noble Branch, Inwood Road, and Knights Branch. The project also includes improvements to the existing Knights Branch and Inwood Road bridges.
- On September 16, 2020, the U.S. Department of Transportation awarded the Better Utilizing Investments to Leverage Development (BUILD) Grant to the North Central Texas Council of Governments for the North Texas Multimodal Operations, Velocity, Efficiency, and Safety (NT MOVES) Program in the amount of \$25 million. Of the BUILD grant, \$7.5 million has been allocated for DART to construct the scope included in this double-track project from Medical Market to IH-35E.
- Anticipated schedule:

June 2026:	DART Board Approval for Civil Construction Contract
July 2026:	Civil Construction Notice-to-Proceed
Substantial Completion	Q1 2028
Construction Completion/Closeout:	Q2 2028

PROCUREMENT CONSIDERATIONS

- On December 10, 2025, a Request for Proposals (RFP) notification was posted on Bonfire for General Contractor services. A total of 105 companies downloaded the solicitation.
- This will be a fixed price General Contractor's services contract with a total term of 18 months from date of Notice to Proceed (NTP).
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in October 2025 at 20% SBE participation.
- SEMA Construction, Inc., the prime contractor, has committed to exceed the SBE goal.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2095112**

Contract Information

- A. Description:** Contract Award for General Contractor Civil Construction Services for the TRE Double Tracking Project
- B. Contractor:** SEMA Construction, Inc.
- C. Contract Number:** C-2095112-01
- | | | |
|----------------------------|---------------------|---|
| D. Contract Amount: | \$ 33,287,382 | Civil Construction of the TRE Double Tracking Project |
| | <u>\$ 4,993,108</u> | Supplemental Work Contingency (15%) |
| | \$ 38,280,490 | Total Authorized NTE Amount |
- E. Contract Type:** This is a fixed price General Contractor's services contract.
- F. Performance Period/Term of Contract:** The term of this contract shall be 18 months from date of Notice to Proceed (NTP).
- G. Options Available:** None
- H. Bond Requirement:** Performance and Payment Bonding
- I. Liquidated Damages:** Yes
- J. Funding Source:** Federal/Local

Solicitation Information

- A. Issue Date:** 12/10/2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** April 2nd, 2026 @ 2:00 PM
- D. Proposals Received:** 4
- Jay-Reese Contractors, Inc
 - SEMA Construction, Inc
 - Ragnar Benson Construction
 - Martinus Rail, LLC
- E. Discussion of Proposal Evaluation Process:** The RFP Source Evaluation Committee (SEC) consisted of three voting members with relevant expertise, who individually and independently reviewed and evaluated the four proposals. Technical proposals were evaluated to determine technical acceptability based on compliance with scope of work and requirements in the Request for Proposals. Proposals were evaluated from April 7, 2026, through April 14, 2026 in accordance with the criteria specified in the RFP by the Source Evaluation Committee

(SEC). The technical proposals were evaluated to determine the highest technically qualified offeror. A summary of the evaluation criteria is provided below:

The maximum technical score was 850 points, and the maximum price score was 250 points, for a total maximum score of 1,100 points.

Technical Evaluation Criteria

Criteria Description	Maximum Points
Qualifications of the Firm	150
Qualifications of Project Personnel	150
Work Plan/Project Approach	200
Firm Composition /Subcontracting Opportunities	100
Anticipated Problems/Proposed Solutions	150
Quality and Safety Measures	100
Price Proposal	250

Pricing Evaluation Criteria

A weighted scoring criteria was used to determine the Offeror's pricing score. The lowest price proposal was awarded the maximum points (250). The rest of the proposals were awarded points based on the formula below.

The following formula was used to weigh the proposals:

(Lowest Price Proposal divided by Proposal under Evaluation x Corresponding Maximum Points equal Price Score).

F. Discussion of Unacceptable Proposals: None

G. Proposal Scoring:

Firm Name	Total Technical (850 Max)	Total Price Points (250 Max)	Total Score
SEMA Construction Inc	603	216	819
Martinus Rail, LLC	481	247	728
Ragnar Benson Construction	508	210	718
Jay-Reese Contractors, Inc	400	250	650

H. Negotiation Memorandum: N/A

- I. Cost & Price Analysis:** The price is determined to be fair and reasonable based upon full and open competition, comparison to the independent cost estimate, historical costs and is within range of the rates established by adequate competition.
- J. Determination of Responsibility:**
Bond Check: Payment and Performance Bonds will be verified before the issuance of Notice to Proceed.
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Obtained after Notice of Award
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: Yes
Debarred/Suspended list: Not on the debarred /suspended list.
- K. Protests Received:** None.
- L. Determinations Required:** None

Determination and Recommendation

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

Approval of Contract for Civil Construction for Trinity Railway Express Double Track from Medical Market to IH-35E

SBE Considerations

The goal for this contract was established in October 2025 at 20% SBE participation. SEMA Construction, Inc., the prime contractor, has committed to exceed the goal through utilization of the following certified firms:

SBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Choctaw Erectors, Inc.	Decatur, TX	Native American Male	Structural Steel	\$3,359,493	10.09%
Cowtown Redi Mix, Inc.	Bedford, TX	White Female	Supply Concrete	\$182,404	0.55%
Geotex Engineering, LLC	Fort Worth, TX	White Female	Construction Materials Testing Services	\$118,847	0.36%
K Strategies Group, LLC	Dallas, TX	Black Female	Public Involvement \$ Outreach	\$198,000	0.59%
McRyan Hauling, Inc.	Roanoke, TX	White Female	Materials & Trucking	\$1,522,535	4.57%
Precision Road Services, LLC	Southlake, TX	Asian Pacific Male	Supply & Install Drainage, Supply & Install Flatwork	\$108,556	0.33%
Texas Environmental Management SA, Inc.	Justin, TX	White Female	Supply & Install Landscaping & Erosion Control	\$270,908	0.81%
Toro Bravo Construction, LLC	San Antonio, TX	White Female	Supply & Install Reinforcing Steel	\$266,578	0.80%
TraConcepts, LLC	Sarasota, FL	White Female	SBE Coordinator	\$300,000	0.90%
Universal Fence Company, Inc.	Hurst, TX	White Female	Supply & Install Fences/Gates	\$407,530	1.22%

TOTAL SBE PARTICIPATION: \$6,734,851 20.23%*

NOTE: The goal is based on the not to exceed amount of \$33,287,382. 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

SEMA Construction, Inc. is located in Centennial, CO and employs 937 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	11	33	509	16	319	888	94.77%
FEMALES	4	0	9	0	36	49	5.23%
TOTAL	15	33	518	16	355	937	100%
PERCENTAGE	1.60%	3.52%	55.28%	1.71%	37.89%	100%	

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

Approval of Contract for Civil Construction for Trinity Railway Express Double Track from Medical Market to IH-35E

WHEREAS, this item is the contract for construction of the TRE Double Track Project from Medical Market to IH-35E; and

WHEREAS, on August 12, 1994, DART and the Fort Worth Transportation Authority (FWTA) entered an interlocal agreement that established the framework for jointly providing commuter rail services on the TRE rail corridor between Dallas and Fort Worth; and

WHEREAS, rail congestion is a persistent and critical issue that impacts the movement of goods and passengers in the DFW region. Double-track improvements to the TRE corridor will increase train speeds at the project location, decreasing the overall commuting time between Dallas and Fort Worth, create opportunities to add new freight and passenger services, create additional revenue generation (from increased freight and commuter movement through the corridor), improve air quality, and enhance safety; and

WHEREAS, the project is a double-tracking project located in the City of Dallas. The project involves the construction of approximately 1.2 miles of new track between Medical Market Station (MP 640.77) and IH-35E (MP 639.60). This track segment will include the addition of a new bridge at Noble Branch, Inwood Road, and Knights Branch. The project also includes improvements on the existing Knights Branch and Inwood Road bridges; and

WHEREAS, on September 16, 2020, the U.S. Department of Transportation awarded the Better Utilizing Investments to Leverage Development (BUILD) Grant to the North Central Texas Council of Governments for the North Texas Multimodal Operations, Velocity, Efficiency, and Safety (NT MOVES) Program in the amount of \$25 million. Of the BUILD grant, \$7.5 million has been allocated for implementation by DART to construct the scope included in this double track project from Medical Market to IH-35E; and

WHEREAS, the contract was procured in accordance with 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 FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee to award a contract to SEMA Construction, Inc., [Contract No. C-2095112-01] to complete the civil construction of the Trinity Railway Express Double Track Project from Medical Market to IH-35E, for a total not-to-exceed amount of \$33,287,382, plus a supplemental work contingency of \$4,993,108 (15%) for unanticipated expenses, for a total authorized amount not to exceed \$38,280,490.

**Approval of Contract for Civil Construction for Trinity Railway Express Double Track from
Medical Market to IH-35E**

Prepared by: /s/ Melvin E. Walker, III
Trey Walker, P.E.
Interim Executive Vice President/
Chief Development Officer

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

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



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Procurement Analysis 2. D/M/WBE Details 3. History of Board Authorizations	Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract to Include Track and Signal Construction for TRE Double Track Project from Medical Market to IH-35E

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a contract modification to provide additional funding for the Trinity Railway Express (TRE) Operations and Maintenance contract with Herzog Transit Services, Inc. [Contract No. C-2005858-01], for track and signal work related to the construction of a second mainline track from Medical Market to IH-35E on the TRE system, in the amount of \$10,682,096, plus a contingency of \$764,423, for a total amount of \$11,446,519, for a new total authorized amount not to exceed \$750,114,877.

COMMITTEE CONSIDERATIONS

- On June 9, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the June 16, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract modification to the Trinity Railway Express Operations and Maintenance Contract to Include Track and Signal Construction for TRE Double Track Project from Medical Market to IH-35E on the TRE system is included in the TRE Noble Branch Double Track project in the approved FY 2026 capital budget.
- Sufficient funding for this contract modification in the amount of \$11,446,519 is included in both the TRE Noble Branch Double Track project budget and the Commuter Rail capital line item of the FY 2026 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; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.

- DART and the Fort Worth Transportation Authority (Trinity Metro) jointly provide commuter rail service between Dallas and Fort Worth, operating as Trinity Railway Express (TRE).
- Pursuant to Section 2.4 of the Restated Interlocal Cooperative Agreement by and between DART and Trinity Metro for the Operation and Development of the Trinity Railway Express Commuter Rail Service, dated September 16, 2003 (Resolution No. 030084), DART is acting as the lead agency on behalf of the TRE.
- Rail congestion is a persistent and critical issue that impacts the movement of goods and passengers in the DFW region. Double track improvements to the TRE corridor will increase train speeds at the project location, decreasing the overall commuting time between Dallas and Fort Worth, create opportunities to add new freight and passenger services, generate additional revenue (from increased freight and commuter movement through the corridor), improve air quality, and enhance safety.
- The project is a double track project located in the City of Dallas. The project involves the construction of approximately 1.2 miles of new track between Medical Market Station (MP 640.77) and IH-35E (MP 639.60). This segment of track will include a new bridge at Noble Branch, Inwood Road, and Knights Branch. The project also includes improvements to the existing Knights Branch and Inwood Road bridges. Signal modifications for this project will interface with the existing TRE signaling and Positive Train Control System, maintained under this contract.
- On September 16, 2020, the U.S. Department of Transportation awarded a Better Utilizing Investments to Leverage Development (BUILD) grant to the North Central Texas Council of Governments for the North Texas Multimodal Operations, Velocity, Efficiency, and Safety (NT MOVES) Program in the amount of \$25 million. Of the BUILD grant, \$7.5 million has been allocated for implementation by DART to construct this double track project from Medical Market to IH-35E.
- Anticipated schedule:

June 2026:	TRE Operations & Maintenance Contract Modification
July 2026:	Issue Notice-to-Proceed TRE Operations & Maintenance Contract
Substantial Completion:	Q1 2028
Construction Completion/Closeout:	Q2 2028

- On September 22, 2015 (Resolution No. 150102), the Board approved a 10-year contract with Herzog Transit Services, Inc., (HTSI) for the provision of Trinity Railway Express (TRE) commuter rail operation services between Dallas and Fort Worth, for a total authorized amount not to exceed \$317,623,839. The history of Board authorizations for this contract is provided in Attachment 3, with a current total authorized amount not to exceed \$738,668,358.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is 10 years from the award date of October 1, 2015. On September 22, 2024 (Resolution No. 240106), the Board approved a modified contract option, extending the contract by five years to September 30, 2030. The contract currently provides for one five-year option.

- The pricing for the modification is fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goals for this contract were established in February 2014 at 7% DBE and 27% M/WBE participation.
- Herzog Transit Services, Inc., the prime contractor, has committed to meet the DBE goal and exceed the M/WBE goal.
- The D/M/WBE analysis and Equal 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. 37**

Contract Information

- A. Contract Description:** Trinity Railway Express Operation and Maintenance
- B. Contractor:** Herzog Transit Services, Inc.
- C. Contract Number:** C-2005858-01
- D. Contractual Action:** Dallas County Double Track and Signals from Medical Market to IH-35E
- E. Current Contract Amount:** Not to exceed \$738,321,899
- F. Contract Modification Amount:** \$10,682,096 plus a contingency of \$764,423 for a total amount of \$11,446,519
- G. New Contract Amount:** Not to exceed \$749,768,418
- H. Contract Type:** This is a fixed-price contract with price adjustment, lump sum items, definite and indefinite quantity items, unit cost items, and allowance items.
- I. Current Term of Contract/Performance Period:** 10/01/2015 – 09/30/2030
- J. Remaining Options Available:** One, five-year option
- K. Price Considerations:** The initial contract award was based on full and open competition. Price for the modification is determined fair and reasonable based on current contract pricing.
- L. Negotiation Memorandum:** N/A
- M. Determinations Required:** N/A
- N. Funding:** Federal/Local
- O. Determination of Responsibility:**
Bond Check: Yes
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

Determination and Recommendation

Herzog Transit Service, Inc. is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

Approval of a Contract Modification to the Trinity Railway Express Operations and Maintenance Contract to Include Track and Signal Construction for TRE Double Track Project from Medical Market to IH-35E

D/M/WBE Considerations

The goals for this contract were established in February 2014 at 7% DBE and 27% M/WBE participation. Herzog Transit Services, Inc., the prime contractor, has committed to meet the DBE goal and exceed the M/WBE goal through utilization of the following certified firms:

DBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
2M Business Products	Dallas, TX	Asian Indian Male	Office Supplies	\$524,838	0.07%
Texas Lone Star Materials, Inc.	Ft. Worth, TX	White Female	Hauling Services	\$524,838	0.07%
TCR Rail Systems	Simpsonville, KY	White Female	Gate Assemblies	\$449,861	0.06%
V&V Enterprises, Inc.	Carrollton, TX	Black Female	Equipment Maintenance Services	\$50,984,252	6.80%
TOTAL DBE PARTICIPATION:				\$52,483,789	7.00%*

M/WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Advanced Business Graphics, Inc.	Coppell, TX	White Female	Administrative Services	\$74,977	0.01%
B&B Diversified Materials	Bend, OR	Asian Pacific Female	Material Supply	\$23,917,613	3.19%
B&B Waste Transit	Dallas, TX	White Female	Transportation of Waste	\$1,124,653	0.15%
Bluebonnet Waste Control, Inc.	Dallas, TX	Hispanic Male	Sanitation Services	\$299,907	0.04%
Buyer's Barricades	North Richland Hills, TX	White Female	Traffic Control & Equipment	\$299,907	0.04%
C. Green Scaping, LP	Ft. Worth, TX	Hispanic Female	Landscaping	\$74,977	0.01%

Ceco Sales Corp.	Ft. Worth, TX	Native American Male	Office & Shop Supplies	\$224,931	0.03%
Domingo Vara Chevrolet, L.P.	San Antonio, TX	Hispanic Male	Vehicles and Services	\$3,898,796	0.52%
G&G Protection	Irving, TX	Black Male	Security Guard Services	\$6,223,078	0.83%
The Green Chemical Store, Inc.	Wylie, TX	White Female	Cleaning Supplies & Services	\$524,838	0.07%
ICC Energy Corporation	Dallas, TX	Black Male	Fuel & Miscellaneous Service	\$118,313,456	15.78%
Moreno Supply, Inc.	Addison, TX	Hispanic Male	Cable Supply	\$299,907	0.04%
North Texas Trucking, Inc.	Dallas, TX	Hispanic Male	Hauling Services	\$6,148,101	0.82%
Office Clean America	Dallas, TX	Black Male	Office Cleaning Services	\$74,977	0.01%
Parsons Pest Control	Dallas, TX	Black Female	Extermination Services	\$22,493	0.003%
Protect Environmental Services, Inc.	Haltom City, TX	White Female	Waste Collection Services	\$299,907	0.04%
PTMW	Topeka, KS	White Female	Signal House	\$74,977	0.01%
QN Management Solutions	Allen, TX	Asian Pacific Male	Furnish Track Materials & Scheduling Services	\$35,314,092	4.71%
Ricochet Fuel	Eules, TX	White Female	Fuel Services	\$8,397,406	1.12%
Safety Supply, Inc.	San Antonio, TX	White Female	Safety Supplies	\$149,954	0.02%
Self Rep/Willard Johnson	Dallas, TX	Black Male	Cleaning Supplies and Services	\$149,954	0.02%
TKC Entreprises DBA Batteries Plus	Irving, TX	Asian Pacific Male	Batteries	\$149,954	0.02%
Your Pest Control Company	Lake Worth, TX	White Female	Pest Control Services	\$74,977	0.01%

TOTAL M/WBE PARTICIPATION: \$206,133,832 27.49%*

TOTAL D/M/WBE PARTICIPATION: \$258,617,621 34.49%*

NOTE: The goals are based on the new not to exceed amount of \$749,768,418. If there are any changes to this amount, the original goals shall apply.

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

Summary of EEO-1 Report

Herzog Transit Services, Inc., is located in Irving, TX and employs 74 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	Percentage
MALES	1	9	9	0	38	57	77.03%
FEMALES	0	2	3	0	12	17	22.97%
TOTAL	1	11	12	0	50	74	100%
PERCENTAGE	1.35%	14.87%	16.22%	0.00%	67.56%	100%	

TRE Regional O&M Contract History of Board Authorizations				
Date	Action	Contract Change Amount	Total Board Authorized NTE Amount	Board Resolution No.
9/22/2015	Contract Award to HTSI for the provision of TRE commuter rail operation services between Dallas and Fort Worth	\$ -	\$ 317,623,839	150102
5/10/2016	Contract modification with HTSI for a reimbursable expenditure for track, signal, and other rail related work on the TRE corridor at the Calloway Cemetery and Tarrant Main Street Grade Crossings in Tarrant County	\$ 1,155,000	\$ 318,778,839	160043
6/14/2016	Contract modification with HTSI for flagging, safety training, and project coordination for the project with Verizon to provide the extension of the existing conduits, installation of lateral drops, and installation of fiber optic cable	\$ 500,000	\$ 319,278,839	160061
8/22/2017	Contract modification with HTSI for the acquisition and installation of trackwork for the TRE Valley View project	\$ 4,660,392	\$ 323,939,231	170075
	Work Contingency	\$ 200,000	\$ 324,139,231	170075
8/14/2018	Use of contingency in the amount of \$178,000 for the TRE O&M Contract with HTSI for additional flagging to support the general contractor for the TRE Valley View Project	\$ 178,000	\$ 324,138,868	180064
12/11/2018	Contract modification with HTSI for test trains, crew, costs, Roadway Worker Protection/flagging, Employee In Charge, mechanical engineering support, and signal and communications engineering support services provided during the installation of Positive Train Control	\$ 1,366,939	\$ 325,505,807	180131
10/19/2019	De-obligated from the TRE operations and Maintenance Contract for the trackwork portion of the TRE Valley View Project	\$ (266,334)	\$ 325,417,836	
9/22/2020	Contract modification with HTSI to provide additional funding for additional TRE dispatchers	\$ 1,833,866	\$ 327,073,702	200096

12/8/2020	Contract modification to increase funding to the existing Trinity Railway Express ten-year O&M contract to support PTC by providing ongoing service continuity and supporting all PTC systems in a manner that does not degrade the service, service level flexibility or performance, and is responsible for ensuring the PTC system maintains FRA compliance	\$ 7,118,138	\$ 334,191,840	200130
4/27/2021	Contract modification for the Market Center Blvd. Crossing Improvement to provide additional funding for a reimbursable expenditure project to add northbound cantilevers, a pedestrian gate, and a new signal bungalow at the Market Center Blvd. crossing in the not-to-exceed amount of \$433,822	\$ 433,822	\$ 334,625,662	210047
8/24/2021	Contract modification southbound Market Center Blvd. Crossing Improvement to provide additional funding for a reimbursable expenditure project to add a southbound cantilever arm, relocate existing southbound signal arm, and add two pedestrian gates at the Market Center Blvd. crossing in the not-to-exceed amount of \$251,495	\$ 251,495	\$ 339,058,114	210111
8/24/2021	Contract modification to oversee work related to updating the TRE Wash Bay to provide additional funding for this project not-to-exceed amount of \$450,000	\$ 450,000	\$ 339,058,114	210112
8/24/2021	Contract modification to provide additional funding to the Trinity Railway Express O&M contract for a reimbursable expenditure for acquisition and installation of track and signal work for the TRE Trinity Lakes Station project in the amount of \$3,297,910, plus a supplemental work contingency of \$433,047 for unanticipated expenses	\$ 3,297,910	\$ 339,058,114	210113
	Work Contingency	\$ 433,047	\$ 339,058,114	210113
8/23/2022	Contract modification to provide additional funding to the Regional Commuter Rail Operations and Maintenance Contract for a 100% reimbursable expenditure by Trinity Metro for Positive Train Control (PTC) additional scope of work for the TRE	\$ 434,260	\$ 339,492,374	220111

	Trinity Lakes Station project in the amount of \$434,259.46,			
9/27/2022	Contract modification for Regional Commuter Rail Operations and Maintenance to increase the not-to-exceed amount by \$466,642 for the additional scope of work for the TRE wash bay project, plus a contingency of \$99,000, for an adjusted authorized amount not to exceed \$565,642, for a new total authorized amount not to exceed \$340,058,016	\$ 466,642	\$ 340,058,016	220137
	Work Contingency	\$ 99,000	\$ 340,058,016	220137
3/21/2023	Contract Modification to Increase Funding of the Regional Commuter Rail Operations and Maintenance Contract for a not-to-exceed amount of \$1,358,233, for the repair of the Elm Fork Bridge on the Madill Railroad Corridor, for a new total authorized amount not to exceed \$341,416,249	\$ 1,358,233	\$ 341,416,249	230024
6/27/2023	Contract modification for the Regional Commuter Rail Operations and Maintenance contract for the additional scope of work for the Silver Line operations support during pre-revenue activities and other support activities	\$ 39,494,047	\$ 381,664,496	230065
	Work Contingency	\$ 754,200	\$ 381,664,496	230065
7/11/2023	Contract modification for the Regional Commuter Rail Operations and Maintenance contract to increase the not-to-exceed amount by \$1,005,000 for construction of six miles of fencing and four gates along the TRE right-of-way for a new total authorized amount not to exceed \$382,669,496	\$ 1,005,000	\$ 382,669,496	230079
9/24/2024	Approval to Exercise a Modified Contract Option for Trinity Railway Express and Silver Line Operations and Maintenance Services	\$ 337,776,825	\$ 720,446,321	240106
10/28/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Support of the 2026 FIFA World Cup Games – Speaker Replacement	\$ 109,780	\$ 720,556,101	250127

Attachment 3

10/28/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Support of the 2026 FIFA World Cup Games – Vinyl Seat Replacement	\$ 1,539,185	\$ 722,095,286	250128
11/18/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Support of the 2026 FIFA World Cup Games – Locomotive Spare Parts	\$ 1,476,800	\$ 723,572,086	250143
12/9/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Fence Installation at Fort Worth Central Station	\$ 90,027	\$723,662,113	250163
12/9/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Pre-emption Improvements at Rogers Road	\$ 265,232	\$723,927,345	250164
1/27/2026	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Improvements at Haltom Road, Beach Street, and Riverside Drive	\$ 3,586,722	\$ 727,860,526	260015
4/28/26	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for the Double Track Project in Tarrant County	\$ 10,807,832	\$738,668,358	260050

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

**Approval of Contract Modification to the Trinity Railway Express Operations and
Maintenance Contract to Include Track and Signal Construction for TRE Double Track
Project from Medical Market to IH-35E**

WHEREAS, DART and the Fort Worth Transportation Authority (Trinity Metro) jointly provide commuter rail service between Dallas and Fort Worth operating as Trinity Railway Express (TRE); and

WHEREAS, pursuant to Section 2.4 of the Restated Interlocal Cooperative Agreement by and between DART and Trinity Metro for the Operation and Development of the Trinity Railway Express Commuter Rail Service, dated September 16, 2003 (Resolution No. 030084), DART is acting as the lead agency on behalf of the TRE; and

WHEREAS, rail congestion is a persistent and critical issue that impacts the movement of goods and passengers in the DFW region. Double track improvements to the TRE corridor will increase train speeds at the project location, decreasing the overall commuting time between Dallas and Fort Worth, create opportunities to add new freight and passenger services, generate additional revenue (from increased freight and commuter movement through the corridor), improve air quality, and enhance safety; and

WHEREAS, the project is a double track project located in the City of Dallas involves the construction of approximately 1.2 miles of new track between Medical Market Station (MP 640.77) and IH-35E (MP 639.60). This segment of track will include a new bridge at Noble Branch, Inwood Road, and Knights Branch. The project also includes improvements to the existing Knights Branch and Inwood Road bridges; and

WHEREAS, on September 16, 2020, the U.S. Department of Transportation awarded a Better Utilizing Investments to Leverage Development (BUILD) grant to the North Central Texas Council of Governments for the North Texas Multimodal Operations, Velocity, Efficiency, and Safety (NT MOVES) Program in the amount of \$25 million. Of the BUILD grant, \$7.5 million has been allocated for implementation by DART to construct this double track project from Medical Market to IH-35E; and

WHEREAS, on September 22, 2015 (Resolution No. 150102), the Board approved a 10-year contract with Herzog Transit Services, Inc., (HTSI) for the provision of Trinity Railway Express (TRE) commuter rail operation services between Dallas and Fort Worth, for a total authorized amount not to exceed \$317,623,839; and

WHEREAS, the Board has authorized subsequent contract actions as follows: May 10, 2016 (Resolution No. 160043), June 14, 2016 (Resolution No. 160061), August 22, 2017 (Resolution No. 170075), August 14, 2018 (Resolution No. 180064), December 11, 2018 (Resolution No. 180131), September 22, 2020 (Resolution No. 200096), December 8, 2020 (Resolution No. 200130), April 27, 2021 (Resolution No. 210047), August 24, 2021 (Resolution No. 210111), August 24, 2021 (Resolution No. 210112), August 24, 2021 (Resolution No. 210113), August 23, 2022 (Resolution No. 220111), September 27, 2022 (Resolution No. 220137), March 21, 2023

(Resolution No. 230024), June 27, 2023 (Resolution No. 230065), July 11, 2023 (Resolution No. 230079), September 24, 2024 (Resolution No. 240106), October 28, 2025 (Resolution No. 250127), October 28, 2025 (Resolution No. 250128), November 18, 2025 (Resolution No. 250143), December 9, 2025 (Resolution No. 250163), December 9, 2025 (Resolution No. 250164), January 27, 2026 (Resolution No. 260015), and April 28, 2026 (Resolution No. 260050), for a new total authorized amount not to exceed \$738,668,358; and

WHEREAS, this modification is fair and reasonable; and

WHEREAS, funding for this contract modification is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute a contract modification to provide additional funding for the Trinity Railway Express Operations and Maintenance Contract with Herzog Transit Services, Inc. [Contract No. C-2005858-01], for track and signal work related to the construction of a second mainline track from Medical Market Station to IH-35E on the TRE system, in the amount of \$10,682,096, plus a contingency of \$764,423, for a total amount of \$11,446,519, for a new total authorized amount not to exceed \$750,114,877.

Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract to Include Track and Signal Construction for TRE Double Track Project from Medical Market to IH-35E

Prepared by: /s/ Melvin E. Walker, III
Trey Walker, P.E.
Interim Executive Vice President/
Chief Development Officer

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

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



Agenda Report

**Voting Requirements:
Majority**

DATE: June 16, 2026

SUBJECT: Appointment of a Panel of Administrative Law Judges

BOARD ACTION

Approval of a resolution appointing judges to serve a five-year term beginning July 1, 2026, to hear and decide disputes, contract claims, and other matters arising under DART's Procurement Regulations.

PURPOSE

- On June 11, 1991 (Resolution No. 910097), the DART Board approved a method of selecting Administrative Judges to hear and decide disputes, contract claims, and other matters arising under DART contracts.
- The DART Board appoints Administrative Law Judges for a period of five years, and the current appointments expire in June 2026.
- The Board Chair convened an Ad Hoc Committee to present applicants to the DART Board to be appointed as Administrative Law Judges.
- The Ad Hoc Committee has solicited applicants to be appointed as Administrative Law Judges and has posted the recommended list of persons to be appointed for the required period of 15 days.
- Discussion of this process 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.
- Funding for payment of fees and expenses associated with persons serving as Administrative Law Judges is within current budget and FY 2027 20-Year Financial Plan allocations.

LEGAL CONSIDERATIONS

- Section 452.106 of the Texas Transportation Code authorizes DART to adopt and enforce procurement procedures, guidelines, and rules for the resolution of protests and contract disputes.

DRAFT

RESOLUTION

of the

**DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)**

Appointment of a Panel of Administrative Law Judges

WHEREAS, on June 11, 1991 (Resolution No. 910097), the DART Board approved a method of selecting Administrative Judges to hear and decide disputes arising under DART contracts; and

WHEREAS, from 1991 through 2021 (Resolution Nos. 910097, 960102, 010075, 060085, 110056, 160041, and 210086), the DART Board approved, each for a period of five years, a panel of Administrative Judges to hear and decide disputes arising under DART contracts; and

WHEREAS, the Board Chair convened an Ad Hoc Committee to present applicants to the DART Board to be appointed as Administrative Law Judges, for a period of five years beginning on July 1, 2026; and

WHEREAS, the Ad Hoc Committee has solicited applicants to be appointed as Administrative Law Judges and has posted the recommended list of persons to be appointed for the required period of 15 days; and

WHEREAS, funding for payment of fees and expenses associated with persons serving as Administrative Law Judges is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the following judges are appointed to serve a five-year term beginning July 1, 2026, to hear and decide disputes, contract claims, and other matters arising under DART's Procurement Regulations.

Appointment of a Panel of Administrative Law Judges

Kyle Chadwick
Harold D. Lester, Jr.
Michael N. O'Connell
Kathleen J. O'Rourke
J. Reid Prouty
Jeri K. Somers
Owen C. Wilson

Carmen García
Secretary

Randall B. Bryant
Chair

APPROVED AS TO FORM:

ATTEST:

Gene Gamez
General Counsel

David Leininger
Interim President & Chief Executive Officer

Date



Agenda Report

Voting Requirements: Majority
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DATE: June 16, 2026

SUBJECT: Appointment of Interim Chief Audit Officer

BOARD ACTION

Approval of a resolution formally appointing Mandi Church as Interim Chief Audit Officer effective July 1, 2026.

PURPOSE

- DART's Chief Audit Officer has announced his retirement from DART effective June 30, 2026. The DART Board desires to appoint Mandi Church as Interim Chief Audit Officer effective July 1, 2026, to serve until a permanent Chief Audit Officer is appointed.

LEGAL CONSIDERATIONS

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Appointment of Interim Chief Audit Officer

WHEREAS, DART's legislation authorizes the Board to appoint auditors and prescribe their duties, compensation, and tenure; and

WHEREAS, DART's Chief Audit Officer has announced his retirement, and the DART Board desires to appoint an Interim Chief Audit Officer to serve until a permanent Chief Audit Officer is appointed.

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

- Section 1: Mandi Church is appointed to serve as Interim Chief Audit Officer effective July 1, 2026, and until such time as a permanent Chief Audit Officer is appointed.
- Section 2: Mandi Church shall be compensated an additional 10% per bi-weekly pay period during the time that she serves as Interim Chief Audit Officer.

Carmen Garcia
Secretary

Randall B. Bryant
Chair

APPROVED AS TO FORM:

ATTEST:

Gene Gamez
General Counsel

David Leininger
Interim President & Chief Executive Officer

Date



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements:
Majority

DATE: June 16, 2026

SUBJECT: Recommendation of Candidate for Position of Chief Audit Officer

BOARD ITEM

Recommendation of _____ for the position of Chief Audit Officer.

PURPOSE

- DART's legislation authorizes the Board to appoint auditors and prescribe their duties, compensation, and tenure.
- DART's Chief Audit Officer has announced his retirement from DART, and the Audit Committee has conducted a search for a replacement.
- The Audit Committee has interviewed qualified candidates for the position.
- The purpose of this item is for the Audit Committee to discuss the candidates and to reach a consensus on the final candidate or candidates to recommend to the DART Board for this position.
- Following approval of the candidate by the DART Board, a proposed employment agreement and salary will be negotiated with the candidate and presented to the DART Board for approval on July 14, 2026.

LEGAL CONSIDERATIONS

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Recommendation of Candidate for Position of Chief Audit Officer

WHEREAS, DART's legislation authorizes the Board to appoint auditors and prescribe their duties, compensation, and tenure; and

WHEREAS, DART's Chief Audit Officer has announced his retirement from DART, and the Audit Committee has conducted a search for a replacement; and

WHEREAS, the Audit Committee has interviewed qualified candidates for the position and has recommended a final candidate(s) to the DART Board for this position.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that _____ is recommended for the position of Chief Audit Officer.

Carmen Garcia
Secretary

Randall B. Bryant
Chair

APPROVED AS TO FORM:

ATTEST:

Gene Gamez
General Counsel

David Leininger
Interim President & Chief Executive Officer

Date



Agenda Report

**Voting Requirements:
Majority**

DATE: June 16, 2026

SUBJECT: Authorization to Negotiate Employment Agreement with Chief Audit Officer Candidate

BOARD ACTION

Approval of a resolution authorizing the Chair of the Audit Committee to negotiate an employment agreement with the selected Candidate for the position of Chief Audit Officer.

COMMITTEE CONSIDERATIONS

On June 9, 2026, and June 16, 2026, the Audit Committee interviewed candidates for the position of Chief Audit Officer.

On June 16, 2026, the Audit Committee recommended a final candidate to the Board for the position of Chief Audit Officer.

PURPOSE

- DART's legislation authorizes the Board to appoint auditors and prescribe their duties, compensation, and tenure.
- DART's Chief Audit Officer has announced his retirement from DART, and the Audit Committee has conducted a search for a replacement.
- The Audit Committee has interviewed qualified candidates for the position and recommends a final candidate to the DART Board. An employment agreement, including salary, needs to be negotiated with the candidate and subsequently presented to the DART Board for approval on July 14, 2026.
- The purpose of this item is to authorize the Chair of the Audit Committee to negotiate an employment agreement, including salary, with the recommended candidate.

LEGAL CONSIDERATIONS

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

DRAFT

RESOLUTION

of the

**DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)**

Authorization to Negotiate Employment Agreement with Chief Audit Officer Candidate

WHEREAS, DART's legislation authorizes the Board to appoint auditors and prescribe their duties, compensation, and tenure; and

WHEREAS, DART's Chief Audit Officer has announced his retirement from DART, and the Audit Committee has conducted a search for a replacement; and

WHEREAS, the Audit Committee has interviewed qualified candidates for the position and recommends a final candidate to the DART Board; and

WHEREAS, an employment agreement, including salary, needs to be negotiated with the candidate and subsequently presented to the DART Board for approval on July 14, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Chair of the Audit Committee is authorized to negotiate an employment agreement with the selected candidate for the position of Chief Audit Officer and present the agreement to the DART Board for final approval.

Authorization to Negotiate Employment Agreement with Chief Audit Officer Candidate

Carmen García
Secretary

Randall B. Bryant
Chair

APPROVED AS TO FORM:

ATTEST:

Gene Gamez
General Counsel

David Leininger
Interim President & Chief Executive Officer

Date



Agenda Report

DATE: June 16, 2026

SUBJECT: Approval of an Intergovernmental Agreement between Dallas Area Rapid Transit and the Colorado Department of Transportation for GoPass® Application Licensing

As discussed during the June 9, 2026, Committee-of-the-Whole meeting, DART staff and attorneys are continuing to discuss the terms and conditions of this agreement with the Colorado Department of Transportation. The agenda item will be presented to the Board for further consideration at a later date.