Quorum = 10

Agenda

Dallas Area Rapid Transit
6:00 P.M. BOARD OF DIRECTORS' MEETING
Tuesday, July 14, 2026 – 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

General Items:

1. Pledge of Allegiance
2. Approval of Minutes: June 16, 2026
3. This item will be discussed at the Committee-of-the-Whole Meeting only.
4. Public Comments – Agenda Item Specific

Consent Items:

Development & Innovation:

5. +Approval of Contract for Installation of Aboveground Gasoline Storage Tank and Fueling System (Presenters: Patrick J. Kennedy/Trey Walker)
6. +Approval of Contract for Battery Tray Assemblies for DART's Light Rail Vehicle Fleet (Presenters: Patrick J. Kennedy/Trenise Winters)
7. +Approval of Contract for Miscellaneous Pantograph Parts for DART's Light Rail Vehicle Fleet (Presenters: Patrick J. Kennedy/Trenise Winters)
8. +Approval of Contract for DART Non-Revenue Vehicle Collision Repair Services (Presenters: Patrick J. Kennedy/Trenise Winters)
9. +Approval of Contract Modification for Non-Revenue Vehicle Parts (Presenters: Patrick J. Kennedy/Trenise Winters)

Administration:

10. +Approval of Contract for Business Intelligence Tool (Tableau) Maintenance (Presenters: Gary Slagel/Jamie Adelman)
11. +Approval to Exercise Option Years for Health Plan Provider Services (Presenters: Gary Slagel/Rosa Medina-Cristobal)
12. +Approval of Contract for Direct Primary Care Services (Presenters: Gary Slagel/Rosa Medina-Cristobal)

Individual Items:

Development & Innovation:

13. +Approval of Contracts for Miscellaneous Spare Parts for DART's Bus Fleet (Presenters: Patrick J. Kennedy/Trenise Winters)

Agenda

14. +Approval of Contract for Armed Security Guard Services
(Presenters: Patrick J. Kennedy/Charles Cato)

Audit:

15. +Approval of Employment Agreement with Chief Audit Officer
(Presenters: Roy C. Lopez/Randall B. Bryant/Rosa Medina-Cristobal)

Administration:

16. +Recommendation of Candidate for Position of President & Chief Executive Officer
(Presenters: Gary Slagel/Randall B. Bryant/Rosa Medina-Cristobal)
17. +Authorization to Negotiate Employment Agreement with President & Chief Executive Officer Candidate
(Presenters: Gary Slagel/Randall B. Bryant/Rosa Medina-Cristobal)

Other Items:

18. Public Comments – General
19. Adjournment

+ indicates a Same-Date Item that has not previously been presented to the Board.

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

MINUTES
DALLAS AREA RAPID TRANSIT
BOARD OF DIRECTORS
June 16, 2026

The Dallas Area Rapid Transit **Board of Directors'** meeting came to order on **Tuesday, June 16, 2026, at 6:04 p.m.,** at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Board Chair Bryant presiding.

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

City of Dallas

Randall B. Bryant– **Board Chair**

Carmen Garcia –**Secretary**

Patrick J. Kennedy

Roy C. Lopez

Maureen Milligan

Maurice A. West

Michele Wong Krause

City of Garland

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

Patrick J. Kennedy, Mark C. Enoch, Marc C. Abraham were absent.

General Item(s)

1. **Pledge of Allegiance**

The pledge was conducted.

2. **Approval of Minutes: May 26, 2026**

Secretary Garcia made a motion to adopt the May 26, 2026, Board of Director's meeting Minutes as written.

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

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**

No public comments.

Consent Item(s):

Administration:

Director MacGregor made a motion to approve Consent items 6-22.

6. **Approval of Contract for Everpure Enterprise Storage Maintenance**

Moved to approve Resolution 260066, stating 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.

7. **Approval of Contract for IBM Product Suite Maintenance**

Moved to approve Resolution 260067, stating 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.

8. **Approval of Contract for Erwin Data Modeler Maintenance**

Moved to approve Resolution 260068, stating 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.

9. **Approval of Contract for Kahua Enterprise Project Management Information System**

Moved to approve Resolution 260069, stating 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.

10. **Approval of Contract for Kahua Implementation Services**

Moved to approve Resolution 260070, stating 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.

Administration:

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

Moved to approve Resolution 260071, stating 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.

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

Moved to approve Resolution 260072, stating 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.

13. **Approval of Contract Modification for DART Police Communications Platform**

Moved to approve Resolution 260073, stating 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.

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

Moved to approve Resolution 260074, 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 Dallas College for law enforcement support during the 2026 FIFA World Cup.

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

Moved to approve Resolution 260075, 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 Dallas Independent School District for law enforcement support during the 2026 FIFA World Cup.

16. **Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for FIFA**

Moved to approve Resolution 260076, 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 security costs to support the 2026 FIFA World Cup.

17. **<u>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</u>**

Moved to approve Resolution 260077, 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 reimbursement of Trinity Railway Express Sunday service and fuel costs to support the 2026 FIFA World Cup.

18. **<u>Approval of the CentrePort Station/Dallas Fort Worth International Airport Site-Specific Shuttle Funding Agreement</u>**

Moved to approve Resolution 260078, stating 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.

19. **<u>Approval of Contracts for Minor On-Call Construction Services</u>**

Moved to approve Resolution 260079, stating 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.**

20. **<u>Approval of Contracts for Environmental Services</u>**

Moved to approve Resolution 260080, stating 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 Ensafe, 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.**

21. <u>Approval of Contract for Civil Construction for Trinity Railway Express Double Track from Medical Market to IH-35E</u>

Moved to approve Resolution 260081, stating 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.

22. <u>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</u>

Moved to approve Resolution 260082, stating 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.

Director MacGregor seconded, and the items were adopted unanimously.

Individual Items:

Agenda Item 23, <u>Appointment of a Panel of Administrative Law Judges</u>, was taken after agenda items 24-26.

Audit:

24. <u>Appointment of Interim Chief Audit Officer</u>

Director Lopez moved to approve Resolution 260084, stating that:

Section 1: **Mandy 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: **Mandy Church shall be compensated an additional 10% per bi-weekly pay period during the time that she serves as Interim Chief Audit Officer.**

Director Stopfer seconded, and the item was adopted

25. **Recommendation of Candidate for Position of Chief Audit Officer**

Director Milligan moved to approve Resolution 260085, stating that Candidate A is recommended for the position of Chief Audit Officer.

Director Stopfer seconded, and the item was adopted unanimously.

26. **Authorization to Negotiate Employment Agreement with Chief Audit Officer Candidate**

Director Milligan moved to approve Resolution 260086, stating 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.

Assistant Secretary Garcia seconded, and the item was adopted unanimously.

Administrative Law Judge Ad Hoc:

23. **+Appointment of a Panel of Administrative Law Judges**

Director Barbera moved to approve Resolution 260083, stating 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.

Director Stopfer seconded, and the item was adopted unanimously.

Administration:

24. **Approval of an Intergovernmental Agreement between Dallas Area Rapid Transit and the Colorado Department of Transportation for GoPass® Application Licensing**

This item will be moved to the July 14, 2026, meeting.

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

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

Other Items:

27. **Public Comment – General**

Speaker Name	City, State, or Employee	Topic
Andrea White	Carrolton, TX	Service Concern
L Ray	Dallas, TX	Service Concern
Stanley Smalls	Employee	Transdev
Leslie Chulmers	Dallas, TX	AT&T Rep
Katrina Heineking	Chandler, AZ	TransDev

Tammy Greenbrug	Dallas, TX	Service Concern
Bernard Wade	Employee	Employee Concern

28. Adjournment

There being no further business, the meeting adjourned at 6:29 p.m.

Briana Campbell

Briana Campbell
Secretary of the Board
/bc

Agenda Report

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

DATE: July 14, 2026

SUBJECT: Approval of Contract for Installation of Aboveground Gasoline Storage Tank and Fueling System

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a one-year contract to Acterra Group, LLC, [Contract No. 2098017] for the purchase, installation, permitting, testing, and commissioning of a 12,000-gallon aboveground gasoline storage tank and fueling system at DART's Senate Street facility in the amount of $251,300, plus a contingency of $37,695, for a total authorized amount not to exceed $288,995.

FINANCIAL CONSIDERATIONS

- The contract for the purchase, installation, permitting, testing, and commissioning of a 12,000-gallon aboveground gasoline storage tank (AST) and fueling system at DART's Senate Street facility is included in the Senate St Site Redesign project budget of the approved FY 2026 capital budget.
- Sufficient funding for this contract in the amount of $288,995 is included in both Senate St Site Redesign and the Agency-wide 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; and Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional economic and mobility asset.
- DART Mobility Management operations require a reliable and efficient fueling system for vehicles owned and operated by DART's contractor, Transdev. Installation of this fueling system was discussed in contract negotiations with Transdev and is included in the terms of the final procured contract between DART and Transdev.
- The project includes the purchase and installation of a fully operational 12,000-gallon aboveground gasoline storage tank system at DART's Senate Street facility located at 8998 Senate Street, Dallas, Texas. The system will provide dedicated fueling capabilities for Mobility Management vehicles, which will improve operational efficiency and decrease costs by reducing reliance on off-site fueling locations.

- The scope of work includes furnishing and installing a UL-listed aboveground gasoline storage tank, two fuel dispensers, a fuel management system capable of tracking fuel usage by vehicle, tank-monitoring equipment, site preparation, reinforced concrete foundation, protective bollards, permitting, inspections, testing, commissioning, training, and project documentation.

- In addition to serving Mobility Management operations, it is anticipated that this aboveground storage tank will be utilized in the future by DART’s Non-Revenue Vehicle (NRV) Fleet Management to fuel agency-owned NRVs. DART is relocating NRV operations from their current location at Jefferson Boulevard to the Mobility Management site at Senate Street in Dallas to allow for the redevelopment of the Jefferson Boulevard site.

- Upon completion, the fueling system will provide a safe, compliant, and efficient fueling operation that supports DART's transportation services and fleet management objectives.

PROCUREMENT CONSIDERATIONS

- On March 20, 2026, an Invitation for Bids (IFB) notification was sent to firms for an Aboveground Storage Tank.

- This will be a definite quantity/definite delivery (Firm Fixed Price) contract for a one-year term.

- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in February 2026 at 20% SBE participation.

- Acterra Group, 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
(Invitation for Bids)
IFB NO. B-2098017

Contract Information

A. **Description:** Installation of Aboveground Gasoline Storage Tank and Fueling System

B. **Contractor:** Acterra Group, LLC

C. **Contract Number:** C-2098017-01

D. **Contract Amount:** Not to exceed $251,300, plus a contingency of $37,695 for a total authorized amount of $288,995.

E. **Contract Type:** Definite Quantity/Definite Delivery (Firm Fixed Price)

F. **Term of Contract**: One-year from the Notice to Proceed.

G. **Options Available:** N/A

H. **Bond Requirement:** Yes

I. **Liquidated Damages:** N/A

J. **Funding Source:** Local

Solicitation Information

A. **Issue Date**: March 20, 2026

B. **Notifications Sent to Registered Suppliers:** Yes

C. **Date and Time for Bid Receipt:** April 10, 2026 @ 2:00 PM

D. **Bids Received:**

Firm Name	Base Price	Rank
Acterra Group, LLC	$251,300	1st
Bear Services, LP	$575,800	2nd
BEC Services Group LLC	$1,006,825	3rd

E. **Discussion of Nonresponsive Bids:** N/A

F. **Bid Evaluation:** Acterra Group, LLC submitted a responsive bid, meeting the requirements of the solicitation.

G. **Price Considerations:** Price is fair and reasonable based on competition and a comparison to Independent Cost Estimate. (ICE).

H. Determination of Responsibility:
Bond Check: Yes
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: Yes
Arithmetic Check: Yes
Verification of Bid: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the Debarred/Suspended list.

I. Protests received: NA

J. Determinations Required: None

Determination and Recommendation

Acterra Group, LLC is a responsive and responsible offeror that submitted the lowest price in full and open competition for aboveground storage tank. They have the capacity to perform this contract and is recommended for award.

Approval of Contract for Installation of Aboveground Gasoline Storage Tank and Fuel System

SBE Considerations

The goal for this contract was established in February 2026 at 20% SBE participation. Acterra Group, LLC, the prime contractor, has no direct SBE participation for this project.

Summary of EEO-1 Report

Acterra Group, LLC is located in Marion, IA and employs 50 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	1	2	1	1	37	42	**84.00%**
FEMALES	0	0	0	0	8	8	**16.00%**
TOTAL	1	2	1	1	45	50	**100%**
PERCENTAGE	**2.00%**	**4.00%**	**2.00%**	**2.00%**	**90.00%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Installation of Aboveground Gasoline Storage Tank and Fueling System

WHEREAS, DART Mobility Management operations require a reliable and efficient fueling solution to support agency vehicles that provide transportation services throughout the DART Service Area; and

WHEREAS, the project includes the purchase and installation of a fully operational 12,000-gallon aboveground gasoline storage tank system at DART's Senate Street facility located at 8998 Senate Street, Dallas, Texas. The system will provide dedicated fueling capabilities for Mobility Management vehicles and improve operational efficiency by reducing reliance on off-site fueling locations; and

WHEREAS, the scope of work includes furnishing and installing a UL-listed aboveground gasoline storage tank, two fuel dispensers, a fuel management system capable of tracking fuel usage by vehicle, tank monitoring equipment, site preparation, reinforced concrete foundation, protective bollards, permitting, inspections, testing, commissioning, training, and project documentation; and

WHEREAS, upon completion, the fueling system will provide a safe, compliant, and efficient fueling operation that supports DART's transportation services and fleet management objectives; and

WHEREAS, a competitive sealed bid procurement for a one-year contract was conducted in accordance with DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 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 one-year contract to Acterra Group, LLC, [Contract No. 2098017] for the purchase, installation, permitting, testing, and commissioning of a 12,000-gallon aboveground gasoline storage tank and fueling system at DART's Senate Street facility in the amount of $251,300, plus a contingency in the amount of $37,695, for a total authorized amount not to exceed $288,995.

Approval of Contract for Installation of Aboveground Gasoline Storage Tank and Fueling System

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

Approved as to form: Gene Gamez
Gene Gamez
General Counsel

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

Agenda Report

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

DATE: **July 14, 2026**

SUBJECT: **Approval of Contract for Battery Tray Assemblies 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 Saft America, Inc. [C-2091417-01] for the purchase of battery tray assemblies for DART's light rail vehicle fleet, for a total authorized amount not to exceed $854,129.

FINANCIAL CONSIDERATIONS

- This contract for Battery Tray Assemblies is included in the Vehicle Maintenance Department's proposed FY 2027 operating budget.
- Sufficient funding for this contract in the amount of $854,129 is included in both the Vehicle Maintenance 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 discussion will support 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 must maintain 163 Light Rail Vehicles (LRV) in a state of good repair to ensure service reliability and passenger safety, which includes battery tray assemblies.
- The battery tray assembly provides critical low voltage power to the LRV.
- Having these items in stock minimizes service impacts and vehicle downtime.
- Rail Fleet Maintenance provides regular preventive maintenance inspections on each LRV every 10,000 miles, which includes inspection of the battery tray assemblies.
- Due to the operating environment of LRVs, both the LRV batteries and battery tray assemblies are replaced on a five-year interval to maintain fleet reliability, minimize failures, and ensure dependable vehicle operation.

PROCUREMENT CONSIDERATIONS

- On February 20, 2026, a sole source solicitation was issued to one firm.
- This will be a requirements type contract with a two-year base term with no options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in November 2025 at 5% SBE participation.
- Saft America, 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
(Sole Source)
Solicitation No. S-2091417

Contract Information

A. **Description:** Battery Tray Assembly

B. **Contractor:** Saft America, Inc.

C. **Contract Number:** C-2091417-01

D. **Contract Amount:** Not to exceed $854,129

E. **Contract Type:** Requirements

F. **Term of Contract:** Two years

G. **Options Available:** None

H. **Bond Requirement:** N/A

I. **Liquidated Damages:** N/A

J. **Funding Source:** Local

Solicitation Information

A. **Determination of Responsibility**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not debarred or suspended

B. **Negotiation Memorandum:** In File

C. **Cost & Price Considerations:** Contract Pricing is found to be -8.16% below the current market value according to U.S. Bureau Of Labor Statistics for Motor Vehicle repair and maintenance. Price is below market value and considered fair and reasonable.

D. **Protests Received:** None

E. **Determinations Required:** Use of Sole Source Procurement Finding & Determinations

Determination and Recommendation

Saft America, Inc. is a responsible Contractor, has the capacity to perform this contract, and is recommended for award.

Approval of Contract for Battery Tray Assemblies for DART's Light Rail Vehicle Fleet

SBE Considerations

The goal for this contract was established in November 2025 at 5% SBE participation. Saft America, Inc., the prime contractor, has committed to exceed the goal through the use of the following certified firm:

SBE PARTICIPATION

VENDOR	LOCATION	SERVICE	AMOUNT	PERCENTAGE
Veterans Logistics Group	Hawthorne, CA	Freight Transportation	$43,820	5.13%

TOTAL SBE PARTICIPATION: $43,820 5.13%*

NOTE: The goal is based on the not to exceed amount of $854,129. 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

Saft America, Inc. is located in Jacksonville, FL and employs 901 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	41	155	40	1	363	600	**66.59%**
FEMALES	29	99	22	0	151	301	**33.41%**
TOTAL	70	254	62	1	514	901	**100%**
PERCENTAGE	**7.77%**	**28.19%**	**6.88%**	**0.11%**	**57.05%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Battery Tray Assemblies for DART's Light Rail Vehicle Fleet

WHEREAS, DART must maintain 163 Light Rail Vehicles (LRV) in a state of good repair; and

WHEREAS, DART follows manufacturer recommendations and the DART long-range vehicle maintenance plan to ensure the integrity of the LRV fleet; and

WHEREAS, replacement of worn or damaged battery tray assemblies ensures service reliability and vehicle safety for DART customers; and

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

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

WHEREAS, funding for this contract is within proposed FY 2027 Operating Budget and approved 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 Saft America, Inc. [Contract 2091417-01] for the purchase of battery tray assemblies for DART's Light Rail Vehicle fleet, for a total authorized amount not to exceed $854,129.

Approval of Contract for Battery Tray Assemblies for DART's Light Rail Vehicle Fleet

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

Approved as to form: Gene Gamez
Gene Gamez
General Counsel

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

Agenda Report

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

DATE: **July 14, 2026**

SUBJECT: **Approval of Contract for Miscellaneous Pantograph Parts for DART's Light Rail Vehicle Fleet**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a one-year contract to TransTech of SC Inc. [C-2092447-01] for miscellaneous pantograph parts for DART's Light Rail Vehicle (LRV) fleet, in a total authorized amount not to exceed $1,567,428.

FINANCIAL CONSIDERATIONS

- This contract for Miscellaneous Pantograph Parts is included in the Vehicle Maintenance Department's proposed FY 2027 operating budget.
- Sufficient funding for this contract in the amount of $1,567,428 is included in both the Vehicle Maintenance Department's proposed FY 2027 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.
- DART maintains 163 LRVs, each equipped with a pantograph to transfer electricity from the Overhead Catenary System to the LRV. Each pantograph consists of hundreds of components, many of which must be replaced as they wear.
- Failure to maintain LRV pantograph units could lead to poor LRV propulsion performance, causing delays for our customers.
- The Rail Fleet Maintenance team performs preventive maintenance inspections on each LRV every 10,000 miles, which includes inspection and repair of pantograph parts.
- Maintaining an adequate stock of these parts helps prevent service disruptions and vehicle downtime by allowing quick replacement of worn pantograph parts so vehicles can return to service quickly for our customers.

PROCUREMENT CONSIDERATIONS

- On March 19, 2026, a sole source solicitation was sent to one firm.
- This will be a requirement contract with a one-year term.
- TransTech of SC Inc. is the sole provider for pantograph parts 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 December 2025 at 5% SBE participation.
- TransTech of SC Inc., 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-2092447

Contract Information

A. **Description:** Miscellaneous Pantograph Parts for Light Rail Vehicle

B. **Contractor:** TransTech of SC Inc.

C. **Contract Number:** C-2092447-01

D. **Contract Amount:** **$**1,567,428

E. **Contract Type:** Requirements

F. **Term of Contract:** One-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

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

Attachment 2

Approval of Contract for Miscellaneous Pantograph Parts for DART's Light Rail Vehicle Fleet

SBE CONSIDERATIONS

The goal for this contract was established in December 2025 at 5% SBE participation. TransTech of SC Inc, the prime contractor, has no direct SBE participation for this project.

Summary of EEO-1 Report

TransTech of SC Inc is located in Greenville, SC and employs 170 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENT
MALES	4	15	19	0	86	124	72.94%
FEMALES	0	6	5	1	34	46	27.06%
TOTAL	4	21	24	1	120	170	**100%**
PERCENTAGE	**2.35%**	**12.35%**	**14.12%**	**0.59%**	**70.59%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Miscellaneous Pantograph Parts for DART's Light Rail Vehicle Fleet

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

WHEREAS, through preventive maintenance, DART inspects and replaces pantograph components as needed to ensure proper LRV propulsion performance; and

WHEREAS, a noncompetitive procurement for a one-year contract 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 proposed FY 2027 operating budget and approved 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 one-year contract to TransTech of SC Inc. [C-2092447-01] for miscellaneous pantograph parts for DART's Light Rail Vehicle fleet, for a total authorized amount not to exceed $1,567,428.

Approval of Contract for Miscellaneous Pantograph Parts for DART's Light Rail Vehicle Fleet

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

Approved as to form: Gene Gamez
Gene Gamez
General Counsel

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

Agenda Report

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

DATE: **July 14, 2026**

SUBJECT: **Approval of Contract for DART Non-Revenue Vehicle Collision Repair Services**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a two-year contract with one one-year option to SheerMetal-2 LLC dba SheerMetal CARSTAR for DART non-revenue vehicle (NRV) collision repair services [C-2096475-01], in the amount of $395,800, plus a contingency of $20,000 for unanticipated costs, for a total authorized amount not to exceed $415,800, including the initial term and execution of options upon determination of satisfactory performance by the vendor and at the discretion of the Interim President & Chief Executive Officer or his designee.

FINANCIAL CONSIDERATIONS

- This contract for DART Non-Revenue Vehicle Collision Repair Service is included in the Vehicle Maintenance Department’s proposed FY 2027 operating budget.
- Sufficient funding for this contract in the amount of $415,800 is included in both the Vehicle Maintenance Department’s proposed FY 2027 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract will support 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 operates an NRV fleet of 628 cars, trucks, and sport utility vehicles that support transit operations, maintenance, and administrative functions. This fleet must be kept in a state of good repair.
- The NRV shop specializes in mechanical repairs and maintenance for the NRV fleet. Referring body work to a qualified contractor allows the NRV team to focus on its core expertise while ensuring vehicles receive the specialized repairs they require.
- The contract covers body repair, frame restoration, painting, other associated repairs, and parts replacement as needed. Using a qualified collision repair provider minimizes vehicle downtime, reduces maintenance costs, and extends the service life of the NRV fleet.

PROCUREMENT CONSIDERATIONS

- On March 11, 2026, an Invitation for Bids (IFB) notification was sent to firms for non-revenue vehicle collision repair services.
- This will be an indefinite delivery/indefinite quantity contract with a two-year term with one one-year option.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in December 2025 at 6% SBE participation.
- SheerMetal-2 LLC d/b/a SheerMetal CARSTAR, the prime contractor, is a certified SBE firm, therefore, the goal is met.
- 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
(Invitation for Bids)
IFB NO. B-2096475

Contract Information

A. **Description:** Non-Revenue Vehicle Collision Repair Services

B. **Contractor:** SheerMetal-2 LLC dba SheerMetal CARSTAR

C. **Contract Number:** C-2096475-01

D. **Contract Amount:** $395,800, plus a contingency for unanticipated costs in the amount of $20,000, for a total authorized amount not to exceed $415,800.

E. **Contract Type:** Indefinite Delivery/Indefinite Quantity

F. **Term of Contract:** Two years from the Notice to Proceed

G. **Options Available:** One, one-year option

H. **Bond Requirement:** N/A

I. **Liquidated Damages:** N/A

J. **Funding Source:** Local

Solicitation Information

A. **Issue Date**: March 11, 2026

B. **Notifications Sent to Registered Suppliers:** Yes

C. **Date and Time for Bid Receipt:** April 1, 2026, 2:00 PM

D. **Bids Received:**

Firm Name	Base Price	Option 1	Base + Option Pricing	Rank
*Sam Pack's Five Star Ford	$212,600	$212,600	$425,200	N/A
SheerMetal-2 LLC dba SheerMetal CARSTAR	$395,800	$206,450	$602,250	1

E. **Discussion of Nonresponsive Bids:** Sam Pack's Five Star Ford failed to furnish items or information required to be submitted with the bid. The price schedule was incomplete, there were no SBC/SBE contractors listed, nor Good Faith Effort letter submitted.

F. **Bid Evaluation:** SheerMetal-2 LLC dba Sheer Metal CARSTAR submitted a responsive bid meeting the requirements of the solicitation.

G. **Price Considerations:** Price is fair and reasonable based on historical prices paid by DART for similar services and a comparison to DART's Independent Cost Estimate.

H. **Determination of Responsibility:**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Bid: Yes
Buy America Certification and/or Audit, if applicable: N/A,
Debarred/Suspended list: Not on the debarred /suspended list.

I. **Protests received:** None

J. **Determinations Required:** None

Determination and Recommendation

SheerMetal-2 LLC dba SheerMetal CARSTAR is a responsive and responsible offeror that submitted the lowest price in full and open competition for collision repair services. They have the capacity to perform this contract and is recommended for award.

Approval of Contract for DART Non-Revenue Vehicle Collision Repair Services

<u>SBE CONSIDERATIONS</u>

The goal for this contract was established in December 2025 at 6% SBE participation. SheerMetal-2 LLC d/b/a SheerMetal CARSTAR, the prime contractor, is a certified SBE firm, therefore, the goal is met.

Summary of EEO-1 Report

SheerMetal-2 LLC d/b/a SheerMetal CARSTAR is located in Plano, TX and employs 8 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENT
MALES	0	0	1	0	5	6	75.00%
FEMALES	0	0	1	0	1	2	25.00%
TOTAL	0	0	2	0	6	8	**100%**
PERCENTAGE	**0.00%**	**0.00%**	**25.00%**	**0.00%**	**75.00%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for DART Non-Revenue Vehicle Collision Repair Services

WHEREAS, DART operates a fleet of 628 non-revenue vehicles that support transit operations, maintenance, and administrative functions; and

WHEREAS, a collision repair contract minimizes vehicle downtime, reduces maintenance costs, and extends the service life of the NRV fleet; and

WHEREAS, a competitive sealed bid procurement for a two-year contract with one one-year option 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 proposed FY 2027 operating budget and approved 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 with one one-year option to SheerMetal-2 LLC dba SheerMetal CARSTAR for DART non-revenue vehicle collision repair services [C-2096475-01], in the amount of $395,800, plus a contingency $20,000 for unanticipated costs, for a total authorized amount not to exceed $415,800, including the initial term and execution of options upon determination of satisfactory performance by the vendor and at the discretion of the Interim President & Chief Executive Officer or his designee.

Approval of Contract for DART Non-Revenue Vehicle Collision Repair Services

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

Approved as to form: Gene Gamez
Gene Gamez
General Counsel

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

Agenda Report

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

DATE: **July 14, 2026**

SUBJECT: **Approval of Contract Modification for Non-Revenue Vehicle Parts**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a contract modification with Ray Huffines Chevrolet [Contract No. C-2093160-01] for the purchase of Non-Revenue Vehicle (NRV) parts in the amount of $200,000, for a new total authorized amount not to exceed $448,000.

FINANCIAL CONSIDERATIONS

- This contract modification for Non-Revenue Vehicle Parts is included in the Vehicle Maintenance Department's proposed FY 2027 operating budget.
- Sufficient funding for this contract modification in the amount of $200,000 is included in both the Vehicle Maintenance Department's proposed FY 2027 Operating budget and the Total Operating Expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract modification 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 operates an NRV fleet of 628 non-revenue vehicles, including 300 Chevrolet cars, trucks, and sport utility vehicles.
- NRVs play a vital role in daily operations by enabling personnel to effectively manage service calls, operational responsibilities, and essential administrative tasks that support service delivery.
- The original contract was awarded to Ray Huffines Chevrolet in the amount of $248,000, which was below the $249,999 threshold requiring Board approval. This contract modification will cause the total contract amount to exceed the threshold, thus requiring Board approval.
- This contract modification ensures essential parts are on hand when needed for preventive and corrective maintenance, which reduces the risk of service disruptions caused by parts unavailability and vehicle downtime. Proper parts replacement reduces overall maintenance costs and extends the service life of the NRV.

- Parts are ordered as needed and delivered to DART's NRV shop at the vendor's expense; parts have the standard manufacturer's warranty terms.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is two years from September 3, 2025.
- The pricing for the funding increase is fair and reasonable.
- The contractor performance is satisfactory.
- The Procurement Analysis is provided in Attachment 1.

VENDOR DEMOGRAPHICS

- The goals for this contract were established in 2004 by the DART Board of Directors at 25% MBE and 5% WBE participation.
- Ray Huffines Chevrolet, the prime contractor, has no direct M/WBE participation for this project.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

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

Contract Information

A. **Contract Description:** Non-Revenue Vehicle Parts

B. **Contractor:** Ray Huffines Chevrolet

C. **Contract Number:** C-2093160-01

D. **Contractual Action:** Increase Funding

E. **Current Contract Amount:** Not to Exceed $248,000

F. **Contract Modification Amount:** $200,000

G. **New Contract Amount:** Not to exceed $448,000

H. **Contract Type:** Indefinite Delivery/Indefinite Quantity

I. **Current Term of Contract/Performance Period:** 09/03/25- 09/02/27

J. **Remaining Options Available:** None

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

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

M. **Determinations Required:** None

N. **Funding:** Local

O. **Determination of Responsibility:**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: Yes
Arithmetic Check: Yes
Verification of Offer: N/A
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred/suspended list.

Determination and Recommendation

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

Approval of Contract Modification for Non-Revenue Vehicle Parts

M/WBE Considerations

The goals for this contract were established in 2004 by the DART Board of Directors at 25% MBE and 5% WBE participation. Ray Huffines Chevrolet, the prime contractor, has no direct M/WBE participation for this project.

Summary of EEO-1 Report

Ray Huffines Chevrolet is located in Plano, TX and employs 155 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	6	9	38	1	66	120	**77.42%**
FEMALES	0	7	7	0	21	35	**22.58%**
TOTAL	6	16	45	1	87	155	**100%**
PERCENTAGE	**3.87%**	**10.32%**	**29.03%**	**0.65%**	**56.13%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract Modification for Non-Revenue Vehicle Parts

WHEREAS, DART operates a fleet of 628 non-revenue vehicles, including 300 Chevrolet cars, trucks and sport utility vehicles that require regular maintenance to remain in a state of good repair; and

WHEREAS, in September 2025, the original contract was awarded to Ray Huffines Chevrolet in the amount of $248,000, which was below the $249,999 threshold requiring Board approval. This contract modification will cause the total contract amount to exceed the threshold, thus requiring Board approval; and

WHEREAS, this contract modification ensures essential parts are on hand when needed for preventive and corrective maintenance; and

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

WHEREAS, funding for this contract modification is within proposed FY 2027 operating budget and approved 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 with Ray Huffines Chevrolet [Contract No. C-2093160-01] for the purchase of Non-Revenue Vehicle parts in the amount of $200,000, for a new total authorized amount not to exceed $448,000.

Approval of Contract Modification for Non-Revenue Vehicle Parts

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

Approved as to form: Gene Gamez
Gene Gamez
General Counsel

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

Agenda Report

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

DATE: **July 14, 2026**

SUBJECT: **Approval of Contract for Business Intelligence Tool (Tableau) Maintenance**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a three-year contract for Business Intelligence Tool (Tableau) Maintenance to Carahsoft Technology Corp. [Contract No. C-2098130-01], for a total authorized amount not to exceed $527,622.

FINANCIAL CONSIDERATIONS

- This contract for Tableau Maintenance is included in the Technology Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of $527,622 is included in both the Technology Department's approved FY 2026 operating budget and the total operating expense line item of the approved FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this contract is to continue maintenance and software support for DART's business intelligence (BI) tool, Tableau.
- Tableau is a market-leading BI platform that enables organizations to transform complex, raw data into clear, actionable insights. At DART, it serves as the primary engine for data management and analytics.
- Tableau dashboards provide senior leaders with critical information to make informed decisions, empower employees with operational data needed to perform daily tasks, and promote transparency by updating the public on agency performance through the DART Scorecard.
- 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 an Indefinite Delivery/Indefinite Quantity 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 DIR Contract No. DIR-CPO-5687
DART Contract No. C-2098130-01

Contract Information

A. **Description:** Tableau Maintenance

B. **Contractor:** Carahsoft Technology Corp.

C. **Contract Number:** C-2098130-01

D. **Contract Amount:** Not To Exceed $527,622

E. **Contract Type:** Indefinite Delivery/Indefinite Quantity

F. **Performance Period/Term of Contract:** Three years from Notice to Proceed

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-5687.

J. **Determination of Responsibility:**

   Reference Check/ Financial Responsibility Survey: Provided via cooperative source.

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

K. **Determinations Required:** N/A

Determination and Recommendation

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

Approval of Contract for Business Intelligence Tool (Tableau) 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 Business Intelligence Tool (Tableau) Maintenance

WHEREAS, the purpose of this contract is to continue maintenance and software support for DART's business intelligence (BI) tool, Tableau; and

WHEREAS, Tableau serves as the primary engine for data management and analytics at DART; and

WHEREAS, Tableau dashboards provide senior leaders with critical information to make informed decisions, empower employees with operational data needed to perform daily tasks, and promote transparency to the public; and

WHEREAS, a competitive procurement for a three-year contract was conducted in accordance with DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 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 Business Intelligence Tool (Tableau) Maintenance to Carahsoft Technology Corp. [Contract No. C-2098130-01], for a total authorized amount not to exceed $527,622.

Approval of Contract for Business Intelligence Tool (Tableau) Maintenance

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

Approved as to form: Gene Gamez
Gene Gamez
General Counsel

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

Agenda Report

Attachments: 1. Procurement Analysis 2. M/WBE Considerations	Voting Requirements: Majority

DATE: July 14, 2026

SUBJECT: Approval to Exercise Option Years for Health Plan Provider Services

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a contract modification for Health Plan Provider Services with Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (BCBSTX) [Contract No. C-2058374-01], to: 1) exercise the first and second one-year options; and 2) increase the not-to-exceed amount by $4,882,037, for a new total authorized amount not to exceed $16,301,053.

FINANCIAL CONSIDERATIONS

- This contract modification for Health Plan Provider Services is included in the agency-wide Benefits Department's proposed FY 2027 operating budget.
- Sufficient funding for this contract modification in the amount of $4,882,037 is included in both the agency-wide Benefits 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 health plan provider services contract is to provide continuation of medical plan services to DART employees, eligible retirees, and dependents.
- DART currently provides self-funded Health Plan Provider Services through a contract with Blue Cross and Blue Shield of Texas (BCBSTX).
- On June 8, 2021 (Resolution No. 210075), the Board approved a five-year contract with two one-year options to Blue Cross and Blue Shield of Texas. DART has executed five years of the contract. The not-to-exceed amount was $11,419,016 and the contract will expire on December 31, 2026.
- The plan design initially included three plans including Choice PPO, High-Performance, and High-Performance Flex. In 2024, DART introduced a High-Deductible Health Plan (HDHP) with a Health Savings Account (HSA).
- Total medical plan enrollment includes 6,536 covered members, consisting of 3,313 employees (50.7%), 2,332 dependents (35.7%), and 891 spouses (13.6%).

- Health plan utilization trends continue to demonstrate the importance of preventive care, chronic disease management, behavioral health support, and targeted cost-containment strategies to improve member health outcomes and long-term plan sustainability.

- Providing this service helps achieve Agency Strategic Goal 2: Culture of Contribution - Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is five years from the award date of January 1, 2022, and two one-year options.

- The pricing for this contract modification is fair and reasonable.

- Contractor performance is satisfactory.

- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in September 2020 at 15% M/WBE participation.

- Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, the prime contractor, has committed to meet the goal.

- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor’s actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding/Exercise Options
Modification No. 01

Contract Information

A. **Contract Description:** Health Plan Provider Services

B. **Contractor:** Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company

C. **Contract Number:** C-2058374-01

D. **Contractual Action:** Increase Funding/Exercise Options

E. **Current Contract Amount:** Not to exceed $11,419,016

F. **Contract Modification Amount:** Not to exceed $4,882,037

G. **New Contract Amount:** Not to exceed $16,301,053

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

I. **Current Term of Contract/Performance Period:** Five years from the date of the Notice to Proceed.

J. **Remaining Options Available:** None

K. **Price Considerations:** The initial contract award was based on full and open competition, and all bids/proposals were evaluated inclusive of option years pricing. The price is fair and reasonable.

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

M. **Determinations Required:** N/A

N. **Funding:** Local

O. **Determination of Responsibility:**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: Yes
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

Determination and Recommendation

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

Approval to Exercise Option Years for Health Plan Provider Services

M/WBE CONSIDERATIONS

The goal for this contract was established in September 2020 at 15% M/WBE participation. Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, the prime contractor, has committed to meet the goal through utilization of the following certified firms:

VENDOR	LOCATION	SERVICE	AMOUNT	PERCENTAGE
Akorbi	Plano, TX	Marketing Services	$163,010	1.00%
Best Press, Inc.	Addison, TX	Print & Fulfillment Services	$163,010	1.00%
Cushion Employer Services Corporation	Nashville, TN	Administrative & COBRA Services	$489,032	3.00%
Emcare Consulting, LLC	DeSoto, TX	Project Management	$489,032	3.00%
Keep It Fit	Irving, TX	Fitness Classes	$326,020	2.00%
Nogales Produce, Inc.	Dallas, TX	Healthy Eating/Fresh Fruit & Vegetables	$326,020	2.00%
Satori Marketing	Houston, TX	Marketing & Communication Services	$489,032	3.00%

TOTAL M/WBE PARTICIPATION: $2,445,156 15.00%*

NOTE: The goal is based on the not to exceed amount of $16,301,053. If there are any changes to this amount, the original goal shall still apply.

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

Summary of EEO-1 Report

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, is headquartered in Richardson, TX and employs 24,286 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	Percentage
MALES	999	742	707	56	3,884	**6,388**	**26.30%**
FEMALES	1,094	3,714	2,438	241	10,411	**17,898**	**73.70%**
TOTAL	2,093	4,456	3,145	297	14,295	**24,286**	**100%**
PERCENTAGE	**8.62%**	**18.35%**	**12.95%**	**1.22%**	**58.86%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval to Exercise Option Years for Health Plan Provider Services

WHEREAS, DART currently has a Health Plan Provider Services contract for employees, retirees, and eligible dependents; and

WHEREAS, on June 8, 2021 (Resolution No. 210075), the Board approved a contract with Blue Cross and Blue Shield of Texas for a five-year base term with two one-year options for Health Plan Provider Services; and

WHEREAS, the five-year contract base term will expire on December 31, 2026; and

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

WHEREAS, funding for this contract modification is within proposed FY 2027 Operating budget and approved 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 Health Plan Provider Services with Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (BCBSTX) [Contract No. C-2058374-01], to:

Section 1: Exercise the first and second one-year options.
Section 2: Increase the not-to-exceed amount by $4,882,037, for a new total authorized amount not to exceed $16,301,053.

Approval to Exercise Option Years for Health Plan Provider Services

Prepared by: Rosa Medina-Cristobal
Rosa Medina-Cristobal
Senior Vice President
Chief Human Resources Officer

Approved as to form: Gene Gamez
Gene Gamez
General Counsel

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

Agenda Report

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

DATE: July 14, 2026

SUBJECT: Approval of Contract for Direct Primary Care Services

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a three-year contract with two one-year options to Frontier Direct, LLC, for Direct Primary Care Services [Contract No. C-2094375-01], for a total authorized amount not to exceed $15,258,240, including the initial term and execution of options upon determination of satisfactory performance by Frontier Direct, LLC, and at the discretion of the Interim President & Chief Executive Officer or his designee.

FINANCIAL CONSIDERATIONS

- This contract for Direct Primary Care is included in the agency-wide Benefits Department's proposed FY 2027 operating budget.
- Sufficient funding for this contract for a total authorized amount not to exceed $15,258,240 is included in both the agency-wide Benefits Department's proposed FY 2027 Operating budget and the Total Operating Expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Dallas Area Rapid Transit (DART) seeks to optimize its employee health benefits program by implementing a Direct Primary Care (DPC) model for employees and their families. This proactive investment aims to reduce healthcare costs and improve employee health outcomes.
- DART currently provides multiple healthcare plans through Blue Cross and Blue Shield of Texas (BCBSTX). These plans will continue to be offered.
- DART faces increasing healthcare costs through traditional insurance-based models that incentivize volume over value. Key challenges include:
  - Rising Insurance Premiums: Healthcare spending continues to rise, outpacing inflation and burdening both DART and its employees.
  - Limited Access to Primary Care: Employees face long wait times for appointments and high copays, leading to delayed or forgone care.
  - Overutilization of Emergency Rooms and Urgent Care: Non-urgent issues are often addressed in expensive settings due to lack of access to timely care.
  - Chronic Disease Management Gaps: High costs and system inefficiencies hinder early intervention and disease management, increasing downstream costs.

- Frontier Direct provides a personalized, relationship-based healthcare model centered on a dedicated Primary Care Provider (PCP). The program is designed to improve employee health outcomes, increase engagement in preventive care, and reduce overall healthcare expenditures through enhanced care coordination, integrated specialty referrals, and prescription management services.

- Frontier Direct's direct pay model streamlines specialty care cost with transparent pricing and negotiated rates with medical providers at approximately 141% of Medicare, well below typical Preferred Provider Organization (PPO) rates.

- Under the proposed model, DART pays 100% of the subscriber fee. Covered employees and eligible family members would have unlimited access to primary care services through shared near-site clinics and 24/7 telemedicine services for a fixed monthly subscription fee, with no out-of-pocket costs for covered primary care services.

- The proposed annual program cost is $5,086,080 and includes the construction and operation of three to four near-site clinics. Subscription fees are based on the following family coverage tiers:

Member Tier	Monthly Fee	Estimated Member	Estimated Monthly Fee
Employee Only	$80	1,737	$138,960
Employee + Spouse	$160	369	$59,040
Employee + Children	$160	672	$107,520
Employee + Family	$240	493	$118,320
Total Est. Monthly Fee			**$423,840**
Total Est. Annual Fee			**$5,086,080**

- The tiered pricing structure provides predictable and capped costs, with family coverage limited to $240 per month. Based on current enrollment, the program would generate an estimated monthly subscriber contribution of $423,840.

- Based on preliminary financial modeling, DART is projected to realize approximately $7.74 million in first-year savings through reduced healthcare claims, improved chronic condition management, and lower utilization of emergency and specialty care services.

- Frontier Direct guarantees that DART will save at least the amount paid in administrative fees, estimated at $5,086,080. Should DART save less than the estimated fees, Frontier Direct will provide a credit or refund for the difference.

- Expected first-year outcomes include:

    - 15-25% reduction in total healthcare claims costs,
    - 50% reduction in emergency room utilization,
    - 50% increase in primary care utilization,
    - 30% reduction in high-cost claimants; and
    - Reduced absenteeism and improved workforce productivity.

- Adopting a DPC health care model for DART employees and their families is a forward-looking investment in workforce health, productivity, and cost containment.

PROCUREMENT CONSIDERATIONS

- DART is using an approved Goodbuy Purchasing Cooperative agreement (Goodbuy Contract No. 25-30-1A200).
- This will be a Definite Quantity/Definite Delivery (firm-fixed price) contract for a term of three years with two one-year options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- This procurement was not reviewed for Small Business Enterprise (SBE) goal-setting consideration, as it was executed under the Goodbuy Purchasing Cooperative agreement. The Goodbuy Purchasing Cooperative agreement does not require small business participation or goals on its contracts, and therefore no small business set-asides or exclusive participation requirements apply.

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 Goodbuy Contract No. 25-30-1A200
DART Contract No. C-2094375-01

Contract Information

A. **Description:** Direct Primary Care Services

B. **Contractor:** Frontier Direct, LLC

C. **Contract Number:** C-2094375-01

D. **Contract Amount:** Not to exceed $15,258,240

E. **Contract Type:** Definite Quantity/Definite Delivery (firm-fixed rates)

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

G. **Options Available:** Two, one-year options

H. **Funding Source:** Local

I. **Price Considerations:** This is a Cooperative Goodbuy Interlocal Agreement with Education Services Center Region 2 contract, Goodbuy contracts are advertised and completed prior to award and comparison to DART's ICE (Independent Cost Estimate), Goodbuy Contract No. 25-30-1A200.

J. **Determination of Responsibility:**
Reference Check/ Financial Responsibility Survey: Provided via cooperative source.
Arithmetic Check: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

K. **Determinations Required:** None

Determination and Recommendation

Frontier Direct, LLC 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 Direct Primary Care Services

SBE Considerations

This procurement was not reviewed for Small Business Enterprise (SBE) goal-setting consideration, as it was executed under the Goodbuy Purchasing Cooperative agreement. The Goodbuy Purchasing Cooperative agreement does not require small business participation or goals on its contracts, and therefore no small business set-asides or exclusive participation requirements apply.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Direct Primary Care Services

WHEREAS, Dallas Area Rapid Transit (DART) seeks to optimize its employee health benefits program by implementing a Direct Primary Care (DPC) model for employees and their families; and

WHEREAS, this proactive investment aims to reduce healthcare costs and improve employee health outcomes; and

WHEREAS, DPC is a subscription-based healthcare model where DART pays a flat monthly fee for covered employees and family members to have unrestricted access to primary care services; and

WHEREAS, the annual program cost is $5,086,080 and includes the construction and operation of three to four near-site clinics; and

WHEREAS, the tiered pricing structure provides predictable and capped costs, with family coverage limited to $240 per month; and

WHEREAS, this is expected to provide operating expense savings estimated at $5,086,080; and

WHEREAS, should DART save less than the estimated fees, Frontier Direct will provide a credit or refund for the difference; and

WHEREAS, this procurement leverages a cooperative interlocal agreement with Goodbuy Purchasing Cooperative for a three-year contract with two one-year options in accordance with the DART Procurement Regulations (Goodbuy Contract No. 25-30-1A200); and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within proposed FY 2027 operating budget and approved 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 with two one-year options to Frontier Direct, LLC for Direct Primary Care Services [Contract No. C-2094375-01], for a total authorized amount not to exceed $15,258,240, including the initial term and execution of options upon determination of satisfactory performance by Frontier Direct, LLC, and at the discretion of the Interim President & Chief Executive Officer or his designee.

Approval of Contract for Direct Primary Care Services

Prepared by: Rosa Medina-Cristobal
Rosa Medina-Cristobal
Senior Vice President
Chief Human Resources Officer

Approved as to form: Gene Gamez
Gene Gamez
General Counsel

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

Agenda Report

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

DATE: **July 14, 2026**

SUBJECT: **Approval of Contracts for Miscellaneous Spare Parts for DART's Bus Fleet**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to: 1) establish a contract [C-2091101] for miscellaneous spare parts for DART's bus fleet, for a total authorized amount not to exceed $20,111,411; 2) award a two-year contract to Cummins Southern Plains [C-2091101-01], in an amount not to exceed $10,065,014; 3) award a two-year contract to Gillig LLC [C-2091101-02], in an amount not to exceed $9,234,195; and 4) award a two-year contract to Kirk's Automotive Inc. [C-2091101-03], in an amount not to exceed $812,202.

FINANCIAL CONSIDERATIONS

- This contract for Miscellaneous Spare Parts is included in the Vehicle Maintenance Department's proposed FY 2027 operating budget.
- Sufficient funding for this contract for a total authorized amount not to exceed $20,111,411 is included in both the Vehicle Maintenance Department's proposed FY 2027 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 reliable service and passenger safety, DART maintains 696 compressed natural gas (CNG) buses in a state of good repair, which requires ongoing maintenance and repairs utilizing a variety of replacement parts.
- This contract provides 328 types of replacement parts, including brake valves, axles, gaskets, and shock absorbers that are kept in inventory to ensure continued safe and reliable bus service operations.
- Securing this contract will reduce the risk of service disruptions caused by the unavailability of parts and support DART's preventive and corrective maintenance programs across its bus fleet.
- Standard manufacturer warranty terms apply to all parts procured under this contract.

PROCUREMENT CONSIDERATIONS

- On October 7, 2025, an Invitation for Bids (IFB) notification was sent to several firms for the Miscellaneous Spare Parts for DART's Bus Fleet.
- This will be a requirement contract with a two-year term and no options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in March 2026 at 5% SBE participation.
- All prime contractors have committed to achieve some participation.
- 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
(Invitation for Bids)
IFB NO. B-2091101

Contract Information

A. **Description:** Miscellaneous Spare Parts for DART's Bus Fleet

B. **Contractor:** Cummins Southern Plains, Gillig LLC, and Kirk's Automotive, Inc.

C. **Contract Number:**
C-2091101 - Parent Contract
C-2091101-01 - Cummins Southern Plains
C-2091101-02 - Gillig LLC
C-2091101-03 - Kirk's Automotive

D. **Contract Amount:**
Not to Exceed Total $20,111,411
Not to Exceed $10,065,014 - Cummins Southern Plains
Not to Exceed $9,234,195 - Gillig LLC
Not to Exceed $812,202 - Kirk's Automotive

E. **Contract Type:** Requirements

F. **Term of Contract:** Two Years

G. **Options Available:** N/A

H. **Bond Requirement:** N/A

I. **Liquidated Damages:** N/A

J. **Funding Source:** Local

Solicitation Information

A. **Issue Date**: October 7, 2025

B. **Notifications Sent to Registered Vendors:** Yes

C. **Date and Time for Bid Receipt:** 11/12/2025 @ 2:00 PM

D. **Bids Received:** 10

Firm Name	Base Total Price
1. Cummins Southern Plains	$10,065,014
2. Gillig LLC	$9,234,195
3. Kirk's Automotive	$812,202
4. Zen Industrial Services LLC	NR*
5. Vehicle Maintenance Program	NR*

6. Texas Kenworth DBA MHC Kenworth	NR*
7. Mohawk MFG & Supply CO	NR*
8. Clean Energy	NR*
9. B&L Supply	NR*
10. Muncie Reclamation	W*
TOTAL:	$20,111,411

NR*- Non-Responsive
W*- Withdrew

E. ***Discussion of Nonresponsive Line Items: 10 bids were received with 7 bids deemed unresponsive. List all that were unresponsive:***

a. Zen Industrial Services LLC did not adhere to the price schedule.
b. Vehicle Maintenance Program did not adhere to the price schedule and did not provide signature for the price schedule.
c. Texas Kenworth DBA MHC Kenworth did not adhere to the price schedule.
d. Mohawk MFG & Supply CO did not adhere to the price schedule.
e. Clean Energy did not adhere to the price schedule.
f. B&L Supply did not adhere to the price schedule.
g. Muncie Reclamation withdrew bid

F. Bid Evaluation: 57 lots were solicitated, 34 lots were bid which will be awarded to Cummins Southern Plains, Gillig LLC, and Kirk's Automotive bids were determined to be fair and responsive.

G. Price Considerations: Based on historical pricing and comparison with the US Bureau of Labor Statistics Transportation Equipment Parts and competition rates, Cummins Southern Plains, Gillig LLC, and Kirk's Automotive were deemed to be fair and reasonable.

H. Determination of Responsibility:
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Bid: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

I. Protests received: N/A

J. Determinations Required: N/A

<u>Determination and Recommendation</u>

Cummins Southern Plains, Gillig LLC, and Kirk's Automotive are responsive and responsible contractors that submitted the lowest price in full and open competition for the Miscellaneous Spare Parts for DART's Bus Fleet. They have the capacity to perform this contract and are recommended for award.

Approval of Contracts for Miscellaneous Spare Parts for DART's Bus Fleet

Cummins Southern Plains

The goal for this contract was established in March 2026 at 5% SBE participation. Cummins Southern Plains, the prime contractor, has committed to achieve some participation through utilization of the following certified firm:

SBE PARTICIPATION

VENDOR	LOCATION	SERVICE	AMOUNT	PERCENTAGE
E-Lane Freight Services, LLC	Dallas, TX	Logistics	$301,951	3.00%

TOTAL SBE PARTICIPATION: $301,951 3.00%*

NOTE: The goal is based on the not to exceed amount of $10,065,014. 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.

Gillig LLC

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

SBE PARTICIPATION

VENDOR	LOCATION	SERVICE	AMOUNT	PERCENTAGE
Say Cargo Express, Inc.	Anaheim, CA	Freight Transportation	$461,710	5.00%

TOTAL SBE PARTICIPATION: $461,710 5.00%*

NOTE: The goal is based on the not to exceed amount of $9,234,195. 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.

Kirk's Automotive Inc.

The goal for this contract was established in March 2026 at 5% SBE participation. Kirk's Automotive Inc., the prime contractor, has committed to achieve some participation through utilization of the following certified firm:

SBE PARTICIPATION

VENDOR	LOCATION	SERVICE	AMOUNT	PERCENTAGE
Matt Express, Inc.	Dallas, TX	Shipping Services	$8,122	1.00%

TOTAL SBE PARTICIPATION: $8,122 1.00%*

NOTE: The goal is based on the not to exceed amount of $812,202. If there are any changes to this amount, the original goal shall still apply.

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

Summary of EEO-1 Reports

Cummins Southern Plains is located in Dallas, TX and employs 260 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	Two or More Races	TOTAL	PERCENTAGE
MALES	9	25	77	0	103	5	219	84.23%
FEMALES	1	10	9	0	21	0	41	15.77%
TOTAL	10	35	86	0	124	5	260	**100%**
PERCENTAGE	**3.85%**	**13.46%**	**33.08%**	**0.00%**	**47.69%**	**1.92%**	**100%**	

Gillig LLC is located in Livermore, CA and employs 970 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	Two or More Races	TOTAL	PERCENTAGE
MALES	163	41	393	14	242	12	865	89.18%
FEMALES	19	5	31	3	40	7	105	10.82%
TOTAL	182	46	424	17	282	19	970	**100%**
PERCENTAGE	**18.77%**	**4.74%**	**43.71%**	**1.75%**	**29.07%**	**1.96%**	**100%**	

Kirk's Automotive Inc. is located in Detroit, MI and employs 38 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENTAGE
MALES	0	15	1	0	13	29	76.32%
FEMALES	0	1	7	0	1	9	23.68%
TOTAL	0	16	8	0	14	38	**100%**
PERCENTAGE	**0.00%**	**42.11%**	**21.05%**	**0.00%**	**36.84%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contracts for Miscellaneous Spare Parts for DART's Bus Fleet

WHEREAS, DART operates a fleet of compressed natural gas buses requiring ongoing maintenance and repair using a variety of replacement parts; and

WHEREAS, DART needs to maintain an adequate inventory of replacement parts to ensure continued safe and reliable bus service; and

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

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

WHEREAS, funding for this contract is within proposed FY 2027 operating budget and approved 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 [C-2091101] for miscellaneous spare parts for DART's bus fleet, for a total authorized amount not to exceed $20,111,411.

Section 2: Award a two-year contract to Cummins Southern Plains [C-2091101-01], in an amount not to exceed $10,065,014.

Section 3: Award a two-year contract to Gillig LLC [C-2091101-02], in an amount not to exceed $9,234,195.

Section 4: Award a two-year contract to Kirk's Automotive Inc. [C-2091101-03], in an amount not to exceed $812,202.

Approval of Contracts for Miscellaneous Spare Parts for DART's Bus Fleet

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

Approved as to form: Gene Gamez
Gene Gamez
General Counsel

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

Agenda Report

DATE: July 14, 2026

SUBJECT: Approval of Contract for Armed Security Guard Services

It was determined after the posting deadline for the July 14, 2026, meetings that Board consideration of this contract would be delayed to a later meeting date.

Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements:
Majority

DATE: **July 14, 2026**

SUBJECT: **Approval of Employment Agreement with Chief Audit Officer**

BOARD ACTION

Approval of a resolution approving an employment agreement, as shown in Exhibit 1 to the Resolution, appointing Mamatha Sparks as 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 retired from DART, and the Audit Committee has conducted a search and interviewed qualified candidates for the position.
- On June 16, 2026 (Resolution Nos. 260085 and 260086, respectively), the Board approved resolutions selecting a candidate and authorizing the Chair of the Audit Committee to negotiate an employment agreement, including salary, with the selected candidate for the position of Chief Audit Officer.
- The purpose of this item is to approve an employment agreement with the selected 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)

Approval of Employment Agreement with 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 retired from DART, and the Audit Committee has conducted a search and has interviewed qualified candidates for the position; and

WHEREAS, on June 16, 2026 (Resolution Nos. 260085 and 260086, respectively), the Board approved resolutions selecting a candidate and authorizing the Chair of the Audit Committee to negotiate an employment agreement, including salary, with the selected candidate for the position of Chief Audit Officer; and

WHEREAS, an employment agreement, including salary, has been negotiated with the candidate and is presented to the DART Board for approval; and

WHEREAS, funding for this position 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 employment agreement, as shown in Exhibit 1 to this Resolution, is approved, and Mamatha Sparks is appointed as Chief Audit Officer.

Approval of Employment Agreement for 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

CHIEF AUDIT OFFICER EMPLOYMENT AGREEMENT
By and Between
Dallas Area Rapid Transit and Mamatha Sparks

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between Dallas Area Rapid Transit Authority ("DART") and Mamatha Sparks ("Sparks" or "Chief Audit Officer") and is effective on the date executed by both parties.

WHEREAS, DART desires to employ Mamatha Sparks as the Chief Audit Officer (CAO) of DART in accordance with applicable provisions of the laws of Texas; and

WHEREAS, Sparks desires employment as CAO of DART;

NOW, THEREFORE in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereby agree as follows:

1.00 **APPOINTMENT**. DART through its Board of Directors (the Board) hereby appoints and employs Sparks at will as CAO of DART.

2.00 **TERM**. The initial term of this Agreement will begin on August 19, 2026, and expires on August 18, 2028. Thereafter, this Agreement may be renewed or terminated in accordance with the provisions of Section 7 of this Agreement. If DART takes no action to renew prior to the end of the initial term or of any subsequent terms, the Agreement automatically becomes renewable on a month-to-month basis for a period of three (3) thirty (30) day periods in which the Board will determine whether or not to renew such Agreement. Extension of a monthly term will be automatic unless either party provides to the other party written notice of termination in accordance with the provisions of Section 7 hereof, or DART renews the Agreement. In the event DART takes no action to renew or terminate the Agreement prior to the end of the third month of extension, the Agreement will automatically renew for a one (1) year term.

3.00 **COMPENSATION**.

3.01 DART will pay CAO [redacted] bi-weekly minus required applicable withholdings, payable in the same manner and at the same time as other employees of DART are paid, and subject to the same applicable deductions for taxes and employee benefit contributions.

3.02 CAO will receive a minimum of 30 days Paid Time Off ("PTO") annually accrued in the same manner as other employees at DART. With reasonable notice provided to the Audit Chair, CAO is eligible to utilize PTO upon hire. Upon termination of employment, all unused PTO will be paid to CAO in a lump sum at the then current rate of pay.

3.03 DART will pay for annual CAO professional dues and at its discretion for other memberships in professional organizations related to employment. In addition, DART will pay for reasonable continuing education classes and reasonable business expenses related thereto.

3.04 DART will provide CAO free parking at DART Headquarters.

3.05 DART will reimburse CAO for reasonable business expenses incurred in the conduct of DART business, according to DART business expense reimbursement policy.

4.00 **DUTIES**.

4.01 Sparks will serve as CAO of DART and as directed provide advice and assistance to the Board of Directors of DART.

4.02 CAO will provide advice and assistance as requested to President & Chief Executive Officer, their designees, the General Counsel, and the Director of the Office of Board Support.

4.03 CAO will hire and supervise all auditors and assistants of the DART Audit Department and will direct, administer and supervise the affairs of such department.

4.04 CAO will have such other duties as the Board may, in its discretion, determine.

4.05 CAO shall not engage in any outside employment, activity, or enterprise that interferes with or has an adverse effect on her work at DART, or that could represent a potential or actual conflict of interest that may be inconsistent or incompatible with employment by DART. CAO will comply with DART Administrative Policy 1.11 or any amendment thereof pertaining to outside employment or activities by executives and will disclose and seek approval prior to undertaking any outside business or activity prohibited by DART Administrative Policy 1.11.

5.00 **PERFORMANCE EVALUATION**. DART Board of Directors, with the assistance of CAO, will prepare methods and criteria, including specific goals and other performance indicators to use in evaluating CAO's performance. At least annually, the Board will use these methods and criteria in its performance evaluation of CAO. The Board may increase the salary, pay incentive awards, and/or alter other benefits in amounts and to the extent the Board determines is appropriate.

6.00 **INDEMNIFICATION**. DART shall indemnify CAO to the extent applicable by law for any negligent act resulting in actual damages, costs and fees arising from an act or omission within the course and scope of Sparks' duties. DART may not pay damages awarded against an individual that arise from a cause of action for official misconduct or that arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence. DART may, at its election, purchase and maintain insurance on behalf of CAO against all or any part of the liability covered by this provision.

7.00 **RESIGNATION AND TERMINATION**.

7.01 **Resignation.** CAO may voluntarily resign the position by giving the Board or Audit Chair at least a 60-day notice in writing of her intention to resign, stating the reasons for the resignation. Said notice will be delivered to the Board or Audit Chair, and the content and timing of any public statement or press release about the resignation shall be determined by the Board. CAO shall perform such duties as assigned during the 60-day notice period and be entitled to salary payments and other benefits, including leave and PTO, during the 60-

day period following the notice required by this provision, unless the parties mutually agree to a different period.

7.02 **Termination.** The Board may terminate CAO's employment at any time without Cause upon sixty (60) days' prior written notice to CAO. During such notice period, CAO shall perform only such duties and responsibilities as may be assigned by the Board, and the Board may, in its sole discretion, require CAO to perform no duties and/or have no authority to act on behalf of DART during all or any portion of such notice period. In lieu of providing such notice in whole or in part, the Board may, in its sole discretion, terminate CAO's employment effective immediately (or on a shortened notice period) and pay CAO an amount equal to the base salary CAO would have earned during the applicable notice period (or remaining portion thereof), less applicable withholdings (the "Notice Payment"). Any Notice Payment made pursuant to this Section shall be in lieu of, and not in addition to, any obligation to provide advance notice, and CAO shall not be entitled to any compensation, benefits, or other payments with respect to the notice period except as expressly provided in this Agreement. The foregoing is in addition to, and not in lieu of, any separation benefits payable under Section 7.03, subject to the terms and conditions set forth therein.

7.03 **Payment upon Expiration or Termination.** Except as provided below, all pay, benefits, rights, duties, or entitlements, unless specifically extended in writing beyond termination of this Agreement, shall cease to accrue on the Expiration Date. Only if the Board terminates this Agreement prior to its expiration for any reason other than for Cause (as defined below), subject to execution of a Separation Agreement and Release, Waiver and Non-Disclosure Agreement (substantially in the form noted in Exhibit 1 to this Agreement), DART shall pay CAO a severance payment of ten (10) of the then current CAO's bi-weekly salary payments, excluding PTO or accrued vacation leave. The separation or severance pay will be paid from tax revenues and will not exceed the amount of compensation the CAO would receive for twenty (20) weeks, equivalent of ten (10) bi-weekly salary payments .. CAO, as permitted by law, shall receive retirement and insurance benefits in the same manner as other employees at DART. All benefits, rights, duties, or entitlements, unless specifically extended by the Board beyond termination, will cease on the Board approved termination date.

For purposes of this section, "Cause" shall mean any of the following: CAO's (i) failure to perform her duties (other than such failure resulting fromincapacity due to physical or mental illness), (ii) failure to comply with any legal directive or resolution of the Board, (iii) engagement in dishonesty, fraud, illegal conduct, or gross misconduct which is, in each case, materially injurious to DART, (iv) conviction or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude or any crime that materially impairs CAO's ability to perform services for DART or results in reputational or financial harm to DART, (v) material failure to comply with the policies of DART or of the Board if such failure results in reputational or financial harm to DART and (vi) as applicable, failure to maintain the required license or credentials for the position of CAO. Determination of "Cause" shall be made by a majority vote of the Board at a Board meeting noticed and conducted in accordance with the Texas Open Meetings Act and DART Bylaws. Separation or severance payments to be paid under this section shall be paid in one lump sum (subject to applicable withholdings).

8.00 **OTHER TERMS and CONDITIONS of EMPLOYMENT**. In addition to the employment benefits specifically provided for in this Agreement, all provisions of DART Administrative Employment Manual and provisions of benefits relating to health and life insurance, PTO, holidays, termination benefits, car usage or mileage reimbursement and other fringe benefits and working conditions, as they now exist or may be amended, also apply to CAO as they would to other employees of DART, insofar as those provisions, regulations, and rules are not inconsistent with this Agreement. If a conflict exists between such policies and this Agreement, the terms and conditions of this Agreement will prevail.

8.01 The CAO recognizes that confidential information will be disclosed by DART. The CAO acknowledges that such confidential information is to remain the property of DART to the extent allowed by law both during and after CAO's employment at DART, and that CAO will not disclose such confidential information to third parties without the consent of the Board. Confidential information does not include, however, information and materials that are or become publicly available.

9.00 **ARBITRATION**. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof or employment, will be settled by final and binding arbitration administered by the American Arbitration Association (AAA) under its National Rules for the Resolution of Employment Disputes. One arbitrator selected by mutual agreement of the parties will resolve such controversy or claim. In the event the parties cannot agree on an arbitrator, the parties will alternatively strike from AAA-provided list of nine arbitrators, until one arbitrator's name remains. Each party will pay its own costs, attorneys' fees and pay half of the arbitrator's expenses. Any court having jurisdiction thereof may enter judgment upon the award rendered by the arbitrator.

10.00 **GENERAL PROVISIONS**.

10.01 Any notice which either party may wish to give to the other party hereunder will be deemed to have been given when delivered by email, when notification is properly posted at a Board meeting, personally or when deposited in the United States mail, regular or certified and with proper postage prepaid, if addressed as follows:

To DART: Dallas Area Rapid Transit Authority
1401 Pacific Avenue
P. O. Box 660163
Dallas, Texas 75266-7200
Attention: DART Board Chair

To Chief Audit Officer:
Mamatha Sparks
[redacted]

or to such other address as either party may designate for itself or himself from time to time, by written notice to the other party, given in the manner stated in this subsection.

10.02 All payments or reimbursements for expenses provided by this Agreement will be subject to audit by DART as to nature, amount, and appropriateness under the provisions of this Agreement, DART personnel manual or rules relating to travel or expense reimbursement.

10.03 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior oral or written agreement, understanding, representation, warranty, promise, or documents relating to the subject matter of this Agreement.

10.04 This Agreement may be amended or modified only by a written instrument executed by the parties hereto, except as provided herein.

10.05 The section and other headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

10.06 No omission or delay by any party in exercising any right, power, or privilege hereunder will impair the exercise of any such right, power, or privilege or be construed to be a waiver thereof or of any default or to be an acquiescence therein, and any single or partial exercise of any such right, power, or privilege will not preclude other or further exercises thereof or the exercise of any other right, power, or privilege. No waiver will be valid unless in writing and signed by the party to be charged, and then only to the extent therein specified.

10.07 In the event any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions, and the Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

10.08 This Agreement is not assignable by either party hereto.

10.09 This Agreement is governed by the laws of the State of Texas. Venue for any action concerning this Agreement will be in Dallas County, Texas.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES. THEREFORE, EACH PARTY BELOW IS ENCOURAGED TO SEEK LEGAL ADVICE BEFORE ENTERING INTO THIS AGREEMENT.

EXECUTED this _____ day of _________, 2026.

DALLAS AREA RAPID TRANSIT

____

By: **Randall Bryant, DART Board Chair**

Date: _____________________________

CHIEF AUDIT OFFICER

Mamatha Sparks
____

By: **Mamatha Sparks**

Date: July 4, 2026

Exhibit 1

SEPARATION AGREEMENT AND RELEASE

WHEREAS Mamatha Sparks, **EID# _______ (Sparks/Employee)** has been employed by Dallas Area Rapid Transit (DART) since August 19, 2026, and currently holds the position of Chief Audit Officer; and

WHEREAS Sparks will separate from DART, effective _______________ (the "Separation Date"; and

WHEREAS DART has agreed to make payment to Sparks in exchange for Spark's cooperation, release and waiver of claims; and

WHEREAS Sparks, on behalf of herself, her spouse, if any**,** successors and assigns, heirs, executors, administrators, attorneys, agents and representatives (hereinafter collectively referred to as "Employee or Sparks") and DART, on behalf of itself and its past, current, and future directors, officers, employees, attorneys, agents, contractors, representatives, affiliates, executors, administrators, successors and assigns (hereinafter collectively referred to as "DART") hereby enter into this Severance Agreement and Release (hereinafter referred to as the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Employee and DART agree as follows:

1. In return for Employee's irrevocable waiver (revocable only as provided in paragraph 8), release, and covenant not to sue, and in settlement of any and all potential disputes currently existing or arising up to and through the date of Employee's execution of the Agreement, DART agrees to make the following Payment ("Payment") to Employee under the terms and conditions set forth in this Agreement.

a. DART shall pay to Employee and Employee shall accept a lump sum payment in the amount of **$______________________,** less regular employee income tax withholdings and deductions and without any employer contributions; in exchange for Employee's cooperation, release, waiver, compromise, and settlement of any and all claims arising under law.

b. $______________ will be allocated for claims under the Age Discrimination in Employment Act.

If Employee does not revoke this Agreement within the Revocation Period (defined below), DART will pay Employee the full consideration described in Paragraph 1.a within twenty-one (21) calendar days following the Effective Date (defined below). If Employee timely revokes this Agreement, the release of claims under the Age Discrimination in Employment Act ("ADEA") shall be void and of no effect. In that event: (a) Employee shall not be entitled to, and shall not receive, the portion of the consideration expressly allocated to the ADEA release in Paragraph 1.b; and (b) the release of all other claims shall remain in full force and effect, and DART will pay Employee the portion of the consideration expressly allocated to the release of non-ADEA claims, as set forth in Paragraph 1.b.

2. Except as described below, Employee agrees and covenants not to file any suit, charge, or complaint against DART in any court or administrative agency, with regard to any claim,

demand, liability, or obligation arising out of Employee's employment with DART or separation therefrom. Employee further represent that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Employee's employment with DART.

3. Nothing in this Agreement shall be construed to prohibit Employee from filing a charge with or participating in any investigation or proceeding conducted by the EEOC, DOL, NLRB, or a comparable state or local agency, or from responding truthfully to a subpoena, court order, or other legal process. Notwithstanding the foregoing, Employee agrees to waive Employee's right to recover monetary and equitable damages in any charge, complaint, or lawsuit filed by Employee or anyone else on Employee's behalf.

4. In consideration of the Payment and consideration reflected in Paragraph 1a above, Employee, on behalf of Employee, Employee's spouse, if any, successors and assigns, heirs, executors, administrators, attorneys, agents and representatives, hereby irrevocably and unconditionally releases, acquits, and forever discharges DART, its past, current, and future directors, officers, employees, attorneys, agents, representatives, affiliates, executors, administrators, successors and assigns, of and from all rights, claims, demands, actions, damages, causes of action, attorneys' fees and costs, of whatever nature, known or unknown, foreseen or unforeseen, whether legal, equitable, statutory, or otherwise, arising from or in any way relating to Employee's employment with DART, the discontinuation thereof, or any other acts, omissions or conduct occurring through the date of this Agreement, whether related to Employee's employment or otherwise. Employee waives all claims and causes of action against DART, and all damages, if any, that may be recoverable from DART through the date of this Agreement. This release and waiver of all claims and damages includes, but is not limited to, common law claim, any tort or claim of contractual restriction relating to Employee's employment or the discontinuation thereof, any claim of wrongful discharge, any claims for compensation, negligence, gross negligence, intentional tort, and all rights under federal, state, local law, or common law, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, 42 U.S.C. §1981, as amended, 42 U.S.C. § 1983, as amended, Chapter 21 of the Texas Labor Code, Workers Compensation laws (except any right to workers compensation benefits), the workers' compensation anti-retaliation law set forth in Texas Labor Code §§ 451.001 *et seq*., the Texas Whistleblower Act §§ 554.001 *et seq.*, the Employee Retirement Income Security Act, as amended, the Genetic Information Non-discrimination Act, the Americans with Disabilities Act, as amended (ADA and ADAAA), the Family and Medical Leave Act, as amended (FMLA), the Fair Labor Standards Act, as amended (FLSA), the Occupational Safety and Health Act, as amended (OSHA), the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Section 13(c) of the Federal Transit Law, 49 U.S.C. § 5333(b), the Worker Adjustment and Retraining Notification Act (WARN), the National Labor Relations Act, as amended (NLRA), and any other federal, state, or local human or civil rights, wage-hour, pension, employment, or labor law, rule, regulation, order, or public policy.

5. This Agreement does not release claims that cannot be legally released by private agreement, or waive Employee's rights, if any, as employee (l) to any vested benefits under a benefit plan which by its terms specifically provides for the vesting of benefits, including but not limited to benefits under Employee's 401(k) savings plan and Employee's retirement plan, (2) to convert any insured benefits under an employee benefit plan to the extent that the plan allows conversion, or (3) to maintain Employee's medical insurance in force as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), or (4) any rights arising

under this Agreement. Employee is aware of the COBRA benefits and the parties agree that the date of the qualifying event for purposes of Employee's COBRA coverage shall be the Separation Date. Parties agree that for medical benefit purposes, Spark's last day of employment with DART is ______________________________.

6. Employee warrants and represents that Employee has returned or will return to DART within fourteen (14) days from the effective date of this agreement, the originals and all copies of any non-public business records, documents, or items of any kind belonging to, or related to DART which are or were subject to Employee's custody or control, regardless of the sources from which such records, documents, or items were obtained. Additionally, Employee will return to DART all DART property, including keys, electronic devices, and their accessories, credit and phone cards, identification and/or security passes, access badges, and other means of access to DART's systems, property, and facilities.

7. **This Agreement will be effective the day Employee signs it (the "Effective Date"). Pursuant to the Older Worker Benefit Protection Act, Employee acknowledges that Employee has been given twenty-one (21) days to consider this Agreement before signing it and has been advised in writing to consult with an attorney prior to executing this Agreement. Employee further acknowledges that Employee may revoke the release and waiver of claims arising under the ADEA within seven (7) calendar days after executing this Agreement (the "Revocation Period"). The release of ADEA claims shall not become effective or enforceable until the Revocation Period has expired. Employee's right to receive the portion of the Payment identified in Paragraph 1.a-b of this Agreement that is allocated to the release of ADEA claims is expressly conditioned on Employee's failure to revoke the ADEA waiver and release during the Revocation Period. All claims not arising under the ADEA are waived and released as of the Effective Date and waiver and release of those non-ADEA claims shall remain in full force and effect regardless of whether Employee revokes the ADEA waiver and release. To revoke the ADEA waiver and release, Employee must hand-deliver a written notice of revocation to __________________, DART Board Chair, 1401 Pacific Avenue, Dallas, Texas 75202, no later than 5:00 p.m. of the day the Revocation Period expires.**

8. It is expressly understood and agreed this Agreement is not and shall not be construed as an admission of liability or fault on the part of either party, and the parties expressly deny they are liable to any other party for any cause of action or any monetary relief of any kind.

9. The parties intend the existence and terms of this Agreement shall remain confidential to the maximum extent permitted by the Texas Public Information Act. Employee agrees Employee will not, directly or indirectly, disclose the terms of this Agreement to any person other than immediate family or professional advisors, except as required by law. Employee and DART further agree they will not, directly or indirectly, disclose or disseminate any false statements about each other including about DART, DART staff or former DART employees, including the making of any such false statements at the public comment portion of DART Board meetings. Employee agrees to keep confidential by not disclosing any information about DART that would harm DART or its reputation. In the event Employee's spouse, successors and assigns, heirs, executors, administrators, attorneys, agents, or representatives disclose the existence, nature, or terms of this Agreement or makes false statements about DART, any current or former employees, or any current or former DART Board of Directors in any way, DART may end the Agreement and Employee will pay as liquidated damages the Payment amount in Paragraph 1.a above. If

DART, its employees or DART Board of Directors should make false statements about Employee, Employee may recover damages from DART, as allowed by law, and no greater than the Payment amount in Paragraph 1. above.

10. In the event Employee is subpoenaed or requested by government or law enforcement officials to provide information or documents, this agreement does not prevent full and complete cooperation by Employee.

11. Employee agreed that during her employment at DART, Employee would be governed under the terms of the Administrative Employment Manual (AEM). Employee has disclosed that Employee "…decided to pursue a professional opportunity in the private sector." The private employer has not been disclosed. Therefore, in exchange for the consideration described in this Agreement, Employee agrees post-employment, for a term of one-year, to comply with AEM section 7.3 Post-DART Employment and Representation which in relevant part reads "Former employees of DART,…are prohibited for a period of one year following termination from: Participation in any contract or employment relationship that results in an assignment to work on any DART project for which the employee had significant responsibilities…." As consideration for this Agreement, Employee agrees to inform DART within three (3) business days of accepting or starting her employment in the private sector to permit DART to complete a conflict analysis under AEM section 7.3., and that DART, if necessary, may notify the private sector employer if DART finds a one-year prohibition exists. Employee understands and agrees DART may take appropriate action to reduce the risk of or mitigate the private sector employer from receiving an unfair advantage in any DART solicitations during the one-year period.

12. This Agreement shall be fairly construed and interpreted based on its language and without regard to which party authored the Agreement.

13. This Agreement is made and entered into in the State of Texas and shall in all respects be interpreted, enforced and governed under the laws of the State of Texas, except to the extent that the laws of the United States may otherwise apply. Venue for any purposes under this Agreement shall be exclusively within Dallas County, Texas.

14. To the extent permitted by federal and state law, the failure by any party to this Agreement to enforce at any time, or for any one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions or of such party's right thereafter to enforce each and every term and condition of this Agreement.

15. The parties acknowledge and agree any dispute arising out of or regarding the execution, application, interpretation or breach of this Agreement will be submitted to final and binding arbitration, which will be the exclusive remedy for such claim or dispute. Such arbitration shall be pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 and consistent with the rules of the American Arbitration Association in accordance with its Employment Arbitration Rules then in effect and shall be conducted in Dallas, Dallas County, Texas. Such claims or disputes shall be resolved by one arbitrator, whom the parties will select by mutual agreement. The Federal Rules of Evidence and Civil Procedure shall govern such proceeding unless otherwise mutually agreed to by all parties. Each party shall pay its own costs and attorneys' fees*;* and bear equally the arbitrator's expenses. If any party prevails on a claim for which federal or state law provides the prevailing party may recover reasonable costs and attorneys' fees, then the arbitrator may award reasonable costs and attorneys' fees to the prevailing party but only for the portion of said expenses

proven to be directly related to each successful claim, as allowed by law. Any resolution, opinion, or order of the arbitrator may be entered as a judgment in any court of competent jurisdiction. This Agreement shall be admissible in any proceeding to enforce its terms. Notwithstanding the foregoing, DART does not waive any legal right to the defense of governmental immunity and statutory damage caps.

16. In any litigation, complaint, or grievance currently pending or hereinafter brought against DART, Employee, in consideration of the Payment and consideration reflected in Paragraph 1. above, agrees to cooperate fully with DART with regard to providing DART, upon its request, any and all information, data, and materials which Employee may know, have knowledge of, or have in her possession, which would be necessary or useful to DART's defense in such litigation or actions. Employee further agrees to be available to DART for witness interviews and/or statements, affidavits, depositions, and/or court testimony, as reasonable and necessary. To the extent permitted by federal and state law, DART agrees to indemnify Employee from liability, protection to which Employee would have been entitled as an employee of DART. DART agrees to pay Employee for his time and reasonable expenses incurred for cooperating under this Agreement.

17. Employee acknowledges that the only consideration for executing this Agreement is that recited herein, and no other promise, inducement, threat, agreement, or understanding of any kind has been made by anyone to cause Employee to execute this Agreement. Employee fully understands the meaning and intent of this Agreement and its final and binding effect. Employee warrants Employee has carefully read and fully understands all of the provisions and effects of this Agreement and Employee has knowingly and voluntarily executed it in the space provided below.

18. If any clause should be determined or declared unenforceable, that clause shall be reformed to the extent necessary to render it enforceable and shall not affect the enforceability of any other clause in this Agreement.

19. This Agreement represents and encompasses the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, agreements, and understandings between the parties, with the exception of any non-compete, non-disclosure, or invention policies or agreements governing employee, if any. No other representation, statement or promise has been made to induce the signing of this Settlement Agreement and Release. Employee warrants, represents, and agrees that Employee is not relying on the advice of DART, its counsel, or anyone else associated with them as to any legal right, including but not limited to, any income tax consequences of this Agreement. This Agreement cannot be amended or modified, except in writing signed by Employee and an agent of DART specifically authorized to sign on behalf of DART in this matter.

AS ACKNOWLEDGEMENT HEREWITH, **Mamatha Sparks** and **DART**, by their authorized representative, have each placed their signature on the spaces indicated below accepting the terms of this Agreement.

EMPLOYEE:

____________	By: ______________________	
Date Executed	Mamatha Sparks	

DALLAS AREA RAPID TRANSIT:

____________	By: ______________________	Board Chair
Date Executed		Title

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") dated ________________2026, is by and between **Dallas Area Rapid Transit** ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, and Mamatha Sparks ("Sparks"), in her individual capacity. Individually each referred to herein as "Party" and collectively referred to as the "Parties".

WHEREAS, DART representatives and Sparks, in her capacity as the DART Chief Audit Officer, on various occasions engaged in closed meeting sessions or attorney-client discussions that involved the transfer of Confidential Information between the Parties related to public integrity investigations (civil/criminal), audit findings or observations related to security personnel, plans/devices, legal advice related to DART audit matters and other matters related to past and current operation or capital projects; and

WHEREAS, Sparks has disclosed that she does not want her employment agreement with DART to be extended and has or has not disclosed the identity of any future employer; and

WHEREAS, Section 7.3 of the Administrative Employment Manual (AEM) prohibits employees, for a period of one year following separations or termination from DART, from participation in any contract or employment relationship that results in an assignment of work on any DART project for which the employee had significant responsibilities; and

WHEREAS, DART has an interest in restricting and avoiding improper dissemination of Confidential Information (as defined herein) related to public integrity investigations (civil/criminal), audit findings or observations related to security personnel, plans/devices, legal advice related to DART audit matters and other matters related to past and current operation or capital projects; and

WHEREAS, Sparks has an interest in protecting herself from allegations of intentional or inadvertent disclosure of Confidential Information.

NOW THEREFORE, for and in consideration of the covenants expressed herein, the Post-Employment Waiver in Section 7.3 of DART's AEM, cooperation of Sparks to assist DART in potential claim disputes on current operation or capital projects, assist with audit advisory services and other matters related to past or current operation or capital projects, and for other good and valuable consideration, including that set forth in Spark's Separation Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1.0 DEFINITION OF PARTIES. As used in this Agreement, "Sparks" means the recipient of Confidential Information, individually or an entity controlled by Sparks. DART means its current or former Board of Directors, and executive management team.

2.0 DESCRIPTION OF PURPOSE & COVENANTS. Sparks may pursue a professional employment opportunity in the private sector but has or has not disclosed the private employer. DART's AEM prohibits employment with a professional service group that is a DART contractor, sub-contractor, vendor or who seeks to become a DART vendor, contractor, subcontractor or do business with DART for a least one-year post DART employment. Sparks represents that for a period of one year following her separation from DART she will not work on, advise on, or participate in any DART projects, procurements, solicitations, or contracts whether directly or indirectly as a private sector employee/employer/or contractor. During this same one-year period, if applicable, Sparks agrees to ensure security of DART Confidential Information from all future employers by participating in a mitigation plan including but not limited to restricted access by firewall protection from any DART-related work or procurements to ensure full compliance with both ethical and procedural safeguards and will immediately cooperate with DART requests to produce proof of such firewall. Sparks further agrees that for one-year post-employment, she will not represent private interests in any matters in which she was personally and substantially involved during her tenure at DART.

The purpose of this Agreement is to allow the Parties to memorialize their understanding of Spark's agreement to avoid ethical conflicts and not disseminate or transmit Confidential Information without the express permission of DART, and to allow for continued cooperation between the Parties and, to provide for the payment of court appearances, depositions, or other related court expenses to Sparks to secure her presence as a material witness in the defense of any legal matters associated or related with any audit.

3.0 CONFIDENTIAL INFORMATION. As used in this Agreement, the term "Confidential Information" to the maximum extent permitted by the Texas Public Information Act (PIA) means the existence of this Agreement, its terms and conditions; information that will be or was disclosed by or on behalf of DART in connection with closed sessions conducted under the Texas Open Meetings Act in which Sparks was present or participated or will participate in the future; and any discussions DART attorneys had or will have with Sparks pertaining to public integrity investigations (civil/criminal), audit findings or observations related to security personnel, plans/devices, legal advice related to DART audit matters and other matters related to past and/or current operation or capital projects. Sparks will maintain all Confidential Information of DART in complete confidence, as allowed by law unless DART provides express permission to disclose the information. In addition, Sparks further agrees not to directly or indirectly disclose any information that may be disparaging to DART, or which Sparks believes would be embarrassing to DART, whether true or untrue, including public comments at DART Board public meetings. Sparks agrees to keep confidential by not disclosing any information about DART that would harm DART or its reputation. DART agrees, to the extent legally permissible, to keep confidential all matters related to Sparks' employment and not disclose any information harmful to her reputation. Should DART be compelled by law or otherwise to disclose confidential information, it shall promptly, to the extent feasible, notify Sparks in writing in advance of any such disclosure obligation prior to such disclosure.

4.0 EXCEPTIONS. The obligations contained herein shall not apply to information, which is now in or, prior to an alleged breach hereof, enters the public domain without a breach of this Agreement. It shall not be a breach hereof if Sparks discloses Confidential Information received from DART if required by law, provided that Sparks shall promptly, to the extent feasible, notify DART in writing in advance of any such disclosure obligation prior to such disclosure.

5.0 OWNERSHIP OF CONFIDENTIAL INFORMATION. All Confidential Information, provided in physical or digital form, and delivered by DART to Sparks shall be and remain the property of DART, and such Confidential Information, and any copies thereof, as well as any written summaries of any Confidential Information, shall be promptly returned to DART upon written request, or destroyed at DART's option. Sparks shall not use such Confidential Information for any purpose other than for the best interest of DART or for the purpose stated by the disclosing individuals.

6.0 TERM OF AGREEMENT. The obligations of the Parties under this Agreement shall commence upon execution hereof and the obligations pertaining to Confidential Information obtained during attorney client discussions or closed session meetings of the Board pursuant to the Texas Open Meeting Act survive this Agreement and remain confidential.

7.0 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas and venue for all proceedings shall be in Dallas County, Texas.

8.0 PUBLIC INFORMATION ACT (PIA). DART is a governmental entity that is subject to and complies with the Texas Public Information Act. This Agreement may be subject to the PIA.

9.0 NOTICES. Any notice given or required to be given by either Party to the other hereunder or pursuant to any provisions of this Agreement shall be given in writing and shall be personally delivered, transmitted electronically or sent by U.S. registered mail, with necessary postage prepaid, and shall be deemed to have been duly given: (a) when delivered by hand or electronically to the Parties known email address; (b) one day after delivery by receipted overnight delivery; or (c) three days after being mailed by certified mail or registered mail with return receipt requested, to the following:

Dallas Area Rapid Transit	Mamatha Sparks
Dallas Area Rapid Transit Attn: General Counsel 1401 Pacific Ave. Dallas, TX 75202	________________________ ________________________ ________________________

10.0 MISCELLANEOUS. The obligations of the Parties shall be binding on and inure to the benefit of the Parties. If any portion of this Agreement is found to be illegal or unenforceable, such portion of this Agreement shall be deemed modified to the minimum extent to make such portion enforceable, and if any portion of this Agreement is found not be enforceable, then the Party so affected shall be relieved of its responsibilities arising under such portion of this Agreement, but only to the extent that such portion is found to be illegal or unenforceable. The remainder of this Agreement shall not be affected by such declaration or finding, and each portion not so affected by such declaration or finding shall be enforced to the extent permitted by law. For interpretation or construction purposes, neither Party shall be considered the Party that has drafted this Agreement or any part thereof, both Parties acknowledging the ability to retain counsel for negotiation and review.

This Agreement contains legal obligations and Sparks should read and consider this Agreement before signing it, and Sparks is encouraged to consult with an attorney before signing it.

This Agreement is considered executed on the date last signed below.

DALLAS AREA RAPID TRANSIT	Mamatha Sparks
By: ________________________	By: ________________________
Printed: ______________________	Printed: ______________________
Title: ______________________	Date: ______________________
Date: ______________________	

Agenda Report

Board Meeting ☒

Voting Requirements:
Majority

DATE: **July 14, 2026**

SUBJECT: **Recommendation of Candidate for Position of President & Chief Executive Officer**

BOARD ITEM

Recommendation of ____________________ for the position of President & Chief Executive Officer.

PURPOSE

- DART Board Bylaws, Article IV, Section 6, states that the Board shall appoint and prescribe the duties, tenure, and compensation of a chief executive officer who shall administer the daily operations of DART.

- The position of DART President & Chief Executive Officer is currently vacant, and the Board has worked with an Executive Recruiting firm to solicit applications for the vacant position. Board members have conducted interviews with qualified candidates.

- The purpose of this item is for the DART Board to discuss the candidates and to reach a consensus on the final candidate 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 21, 2026.

LEGAL CONSIDERATIONS

- Section 452.101(1) of the Texas Transportation Code authorizes the Board to employ and prescribe the compensation for a chief executive officer.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Recommendation of Candidate for Position of President & Chief Executive Officer

WHEREAS, DART Board Bylaws, Article IV, Section 6, states that the Board shall appoint and prescribe the duties, tenure, and compensation of a chief executive officer who shall administer the daily operations of DART; and

WHEREAS, the position of DART President & Chief Executive Officer is currently vacant, and the Board has worked with an Executive Recruiting firm to solicit applications for the vacant position. Board members have conducted interviews with qualified candidates; and

WHEREAS, the DART Board has interviewed qualified candidates for the position and has determined a final candidate for this position.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that ____________________ is recommended for the position of President & Chief Executive 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

Board Meeting ☒

Voting Requirements:
Majority

DATE: **July 14, 2026**

SUBJECT: **Authorization to Negotiate Employment Agreement with President & Chief Executive Officer Candidate**

BOARD ACTION

Approval of a resolution authorizing the Chair of the DART Board to negotiate an employment agreement with the selected candidate for the position of President & Chief Executive Officer.

PURPOSE

- DART Board Bylaws, Article IV, Section 6, states that the Board shall appoint and prescribe the duties, tenure, and compensation of a chief executive officer who shall administer the daily operations of DART.

- The position of DART President & Chief Executive Officer is currently vacant, and the Board has worked with an Executive Recruiting firm to solicit applications for the vacant position. Board members have conducted interviews with qualified candidates and wish to make an offer to one of the candidates.

- The purpose of this item is to authorize the Board Chair to negotiate an employment agreement, including salary, with the recommended candidate.

LEGAL CONSIDERATIONS

- Section 452.101(1) of the Texas Transportation Code authorizes the Board to employ and prescribe the compensation for a chief executive officer.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Authorization to Negotiate an Employment Agreement with President & Chief Executive Officer Candidate

WHEREAS, DART Board Bylaws, Article IV, Section 6, states that the Board shall appoint and prescribe the duties, tenure, and compensation of a chief executive officer who shall administer the daily operations of DART; and

WHEREAS, the position of DART President & Chief Executive Officer is currently vacant, and the Board has worked with an Executive Recruiting firm to solicit applications for the vacant position; and

WHEREAS, Board members have conducted interviews with qualified candidates and wish to make an offer to one of the candidates and authorize the Board Chair to negotiate an employment agreement to be presented to the DART Board for approval.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the DART Board Chair is authorized to negotiate an employment agreement, including salary, with the selected candidate for the position of President & Chief Executive Officer.

Authorization to Negotiate an Employment Agreement with President & Chief Executive Officer Candidate

___________________________________ Carmen Garcia Secretary	___________________________________ Randall B. Bryant Chair
APPROVED AS TO FORM:	ATTEST:
___________________________________ Gene Gamez General Counsel	___________________________________ David Leininger Interim President & Chief Executive Officer
	___________________________________ Date