Quorum = 8

Agenda

Dallas Area Rapid Transit
COMMITTEE-OF-THE-WHOLE
Tuesday, June 9, 2026, 11:30 A.M. – Board Room
1401 Pacific Ave., Dallas, Texas 75202

The Committee-of-the-Whole 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. Approval of Minutes: May 26, 2026
2. Items of Interest
3. Public Comments – Agenda Item Specific

Consent Items:

Development & Innovation:

4. Approval to Convey a Water Line Easement Located at or near 3465 Technology Drive, Plano, Texas 75074, to the City of Plano (Patrick J. Kennedy/Trey Walker)
5. Approval of Contract for Tire Kits for DART's Light Rail Vehicle Fleet (Patrick J. Kennedy/Trenise Winters)
6. Approval of Contract Modification for DART Police Communications Platform (Patrick J. Kennedy/Charles Cato)
7. Approval of Interlocal Agreement with Dallas College for Law Enforcement Support during FIFA (Patrick J. Kennedy/Charles Cato)
8. Approval of Interlocal Agreement with Dallas Independent School District for Law Enforcement Support during FIFA (Patrick J. Kennedy/Charles Cato)
9. Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for FIFA Safety and Security Planning Costs (Patrick J. Kennedy/Jamie Adelman)
10. Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for FIFA Trinity Railway Express Sunday Service and Fuel Costs (Patrick J. Kennedy/Jamie Adelman)

Agenda

Administration:

11. Approval of an Intergovernmental Agreement between Dallas Area Rapid Transit and the Colorado Department of Transportation for GoPass® Application Licensing (Gary Slagel/Jamie Adelman)
12. Approval of Contract for Everpure Enterprise Storage Maintenance (Gary Slagel/Jamie Adelman)
13. Approval of Contract for IBM Product Suite Maintenance (Gary Slagel/Jamie Adelman)
14. Approval of Contract for Erwin Data Modeler Maintenance (Gary Slagel/Jamie Adelman)

Individual Items:

Development & Innovation:

15. Approval of the CentrePort Station/Dallas Fort Worth International Airport Site-Specific Shuttle Funding Agreement (Patrick J. Kennedy/Trey Walker)
    [5 minutes – presentation; 5 minutes – Q&A]
16. Approval of Contracts for Minor On-Call Construction Services (Patrick J. Kennedy/Trey Walker)
    [10 minutes – presentation; 10 minutes – Q&A]
17. Approval of Contracts for Environmental Services (Patrick J. Kennedy/Trey Walker)
    [5 minutes – presentation; 5 minutes – Q&A]
18. Approval of Contract for Civil Construction for Trinity Railway Express Double Track from Medical Market to IH-35E (Patrick J. Kennedy/Trey Walker)
    [15 minutes – presentation; 5 minutes – Q&A]
19. Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract to Include Track and Signal Construction for TRE Double Track Project from Medical Market to IH-35E (Patrick J. Kennedy/Trey Walker)
    [0 minutes – presentation; 5 minutes – Q&A]
20. *Briefing on Fiscal Year 2026 Second Quarter Ridership & Route Performance (Patrick J. Kennedy/Trey Walker)
    [15 minutes – presentation; 20 minutes – Q&A]

Quorum = 8

Agenda

Administration:

21. Approval of Contract for Kahua Enterprise Project Management Information System (Gary Slagel/Jamie Adelman)
    [5 minutes – presentation; 10 minutes – Q&A]
22. Approval of Contract for Kahua Implementation Services (Gary Slagel/Jamie Adelman)
    [0 minutes – presentation; 5 minutes – Q&A]
23. *Briefing on FY 2027 Operating Budget Outlook (Gary Slagel/Jamie Adelman)
    [15 minutes – presentation; 30 minutes – Q&A]
24. *Review of Applications and Selection of Candidates for Position of President & Chief Executive Officer (Gary Slagel/Randall B. Bryant/Rosa Medina-Cristobal)
    [0 minutes – presentation; 90 minutes – Discussion]

Other Items:

25. Adjournment

**** indicates a Briefing Item Only***

The Dallas Area Rapid Transit Committee-of-the-Whole 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
COMMITTEE-OF-THE-WHOLE
Tuesday, May 26, 2026

The Dallas Area Rapid Transit **Committee-of-the-Whole** meeting convened on **Tuesday, May 26, 2026, at 3:04 p.m.,** at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Vice Chair Abraham presiding.

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

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

M. Nathan Barbera, Randall B. Bryant, and Maureen Milligan attended the meeting virtually via Microsoft Teams.

General Items

1. **This item will be discussed at the Board Meeting only.**

2. **Approval of Minutes: May 12, 2026**

   Director MacGregor made a motion to adopt the May 12, 2026, Committee-of-the-Whole meeting Minutes as written.

   Secretary Garcia seconded, and the Minutes were adopted as written.

3. **Items of Interest**

   There were no items of interest.

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

   There were no public comments**.**

Speaker Name	City, State, or Employee	Topic
Mercedez Hall	**Houston, TX**	**Item 11**

Assistant Secretary Enoch entered the meeting at 3:07 p.m.

Consent Items: 5 – 9 will be discussed at the Board Meeting only.

Individual Items:

Development & Innovation:

Director West entered the meeting at 3:17 p.m.

Director Milligan joined the meeting at 3:17 virtually via Microsoft Teams

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

    Jing Xu, Interim Vice President of Service Planning & Scheduling, briefed the committee.
    Jamie Adelman, Executive Vice President/Chief Financial Officer, was called to the podium to answer questions for the committee.

    Director Stopfer requested an analysis on the savings of the elimination of the nine routes in February, and the termination of Town of Highland Park Services.

    Director Enoch requested a timeframe on the analysis that Director Stopfer requested.

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

    Assistant Secretary Enoch seconded, and the item was adopted with Director Hrbacek opposing.

11. ***Briefing on FIFA World Cup 2026**

    Trenise Winters, Executive Vice President & Chief Operations Officer, Chief Financial Officer Adelman, Jeamy Molina, Executive Vice President and Chief Communications Officer, and Gil Garza, Assistant Chief of DART Police, briefed the committee.

During discussion, Director MacGregor requested the number of officers that will be dedicated to the assignment, and stated information could be given confidentially to the Board.

Chair Bryant joined the meeting virtually via Microsoft Teams.

Administration:

12. This item will be discussed at the Board Meeting only.

13. Approval of the Restructure of DART Board of Directors

Gene Gamez, General Counsel, briefed the committee.

Director MacGregor moved to forward this draft resolution to the Board of Directors stating, that the restructure of the Board, as reflected in the following table, is approved:

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

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

14. *Briefing on the DART Board's Duty to Elect an Unexpired Position on the Trial Panel of Arbitrators

Jesse Salazar, Board Administrator, briefed the committee.

Director MacGregor requested an exploration of creating a interview panel subcommittee for future Trial Board selections.

15. *Briefing on FY 2027 Capital Budget Outlook

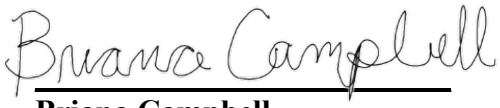
Chief Financial Officer Adelman, briefed the committee.

Other Items

16. This item will be discussed at the Board Meeting only.

17. Adjournment

There being no further business to discuss, the meeting adjourned at 5:03 p.m.



Briana Campbell,
Secretary of the Board

/bc

Agenda Report

Attachment:	Voting Requirements:
1. Easement Location	Majority

DATE: June 9, 2026

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

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

- The City of Plano has agreed to compensate DART for fair market value for the water line easement, illustrated in Attachment 1, and fully described in Exhibit 1 of the resolution.

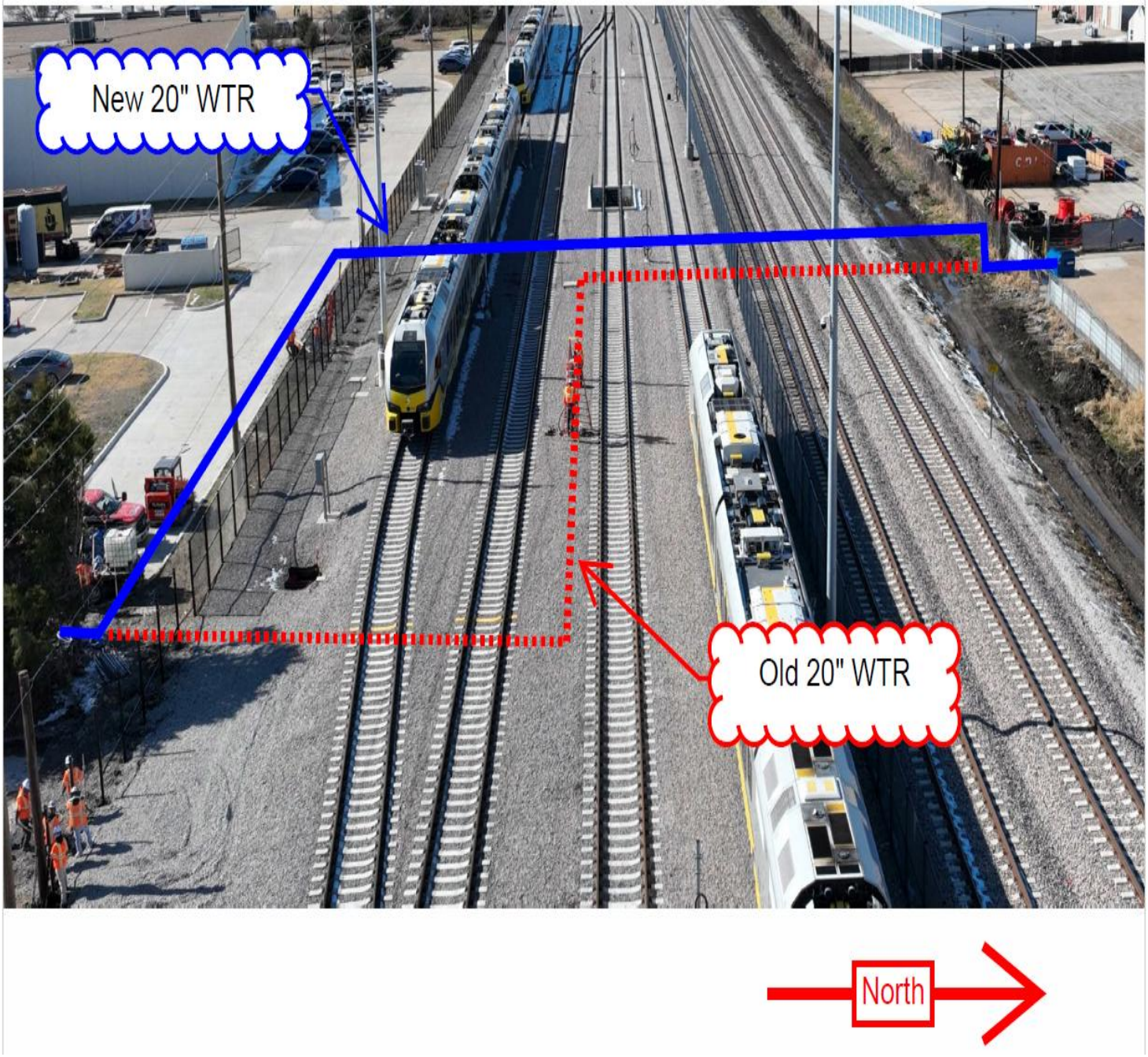
- The Board has been provided with a confidential packet under separate cover outlining the details of the proposed transaction.

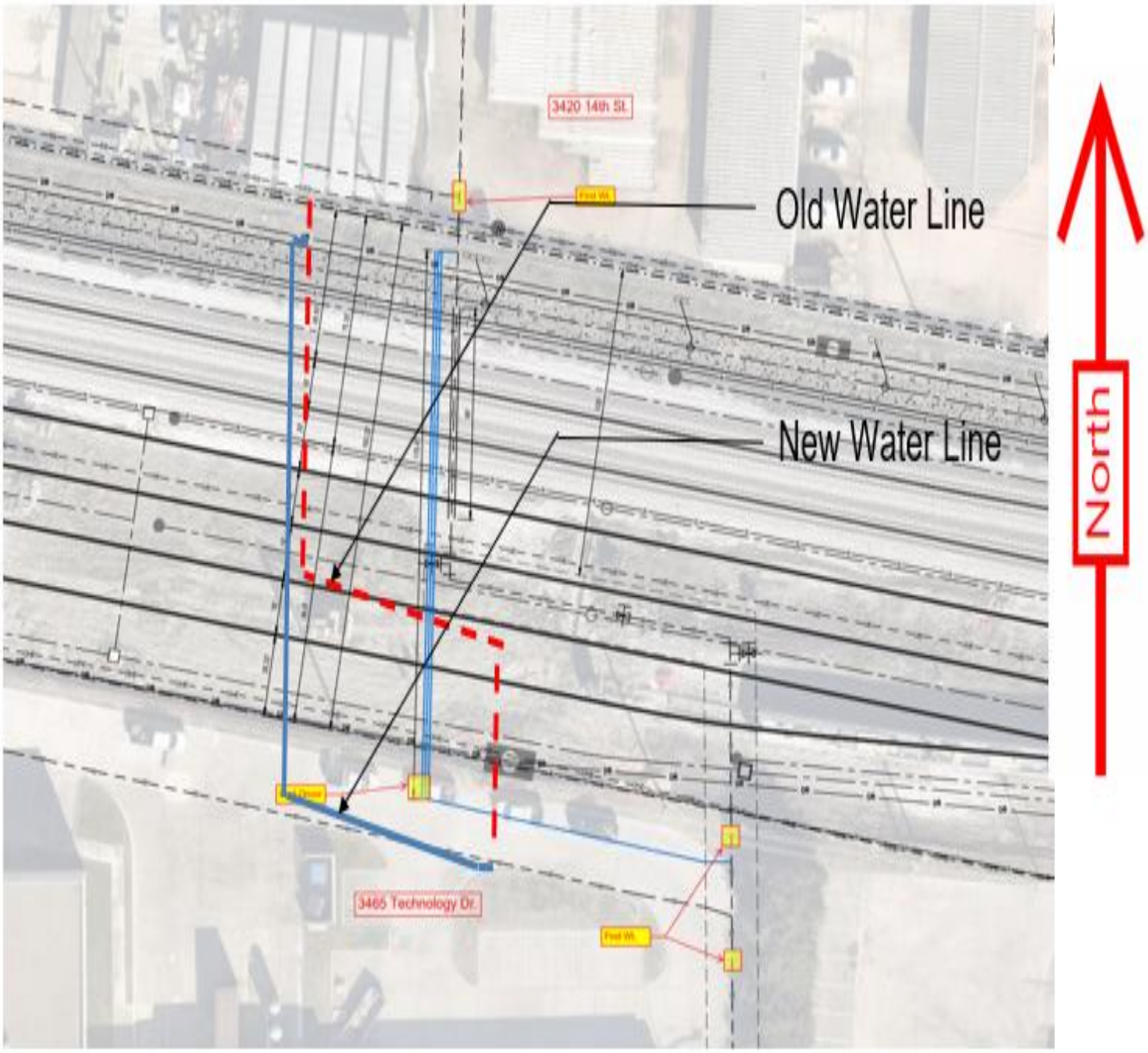
APPRAISAL INFORMATION

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

LEGAL CONSIDERATIONS

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


New 20" WTR
Old 20" WTR
North


3420 14th St
Old Water Line
New Water Line
3465 Technology Dr
North

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

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

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

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

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

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

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

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

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

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

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

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

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

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

DART SILVER LINE
EQUIPMENT MAINTENANCE FACILITY (EMF)

PARCEL 14
20' WATERLINE EASEMENT

DALLAS AREA RAPID TRANSIT
RIGHT-OF-WAY

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

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

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

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

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

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

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

DART SILVER LINE
EQUIPMENT MAINTENANCE FACILITY (EMF)

PARCEL 14
20' WATERLINE EASEMENT

DALLAS AREA RAPID TRANSIT
RIGHT-OF-WAY

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

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

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

Surveyed on the ground April, 2026.

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

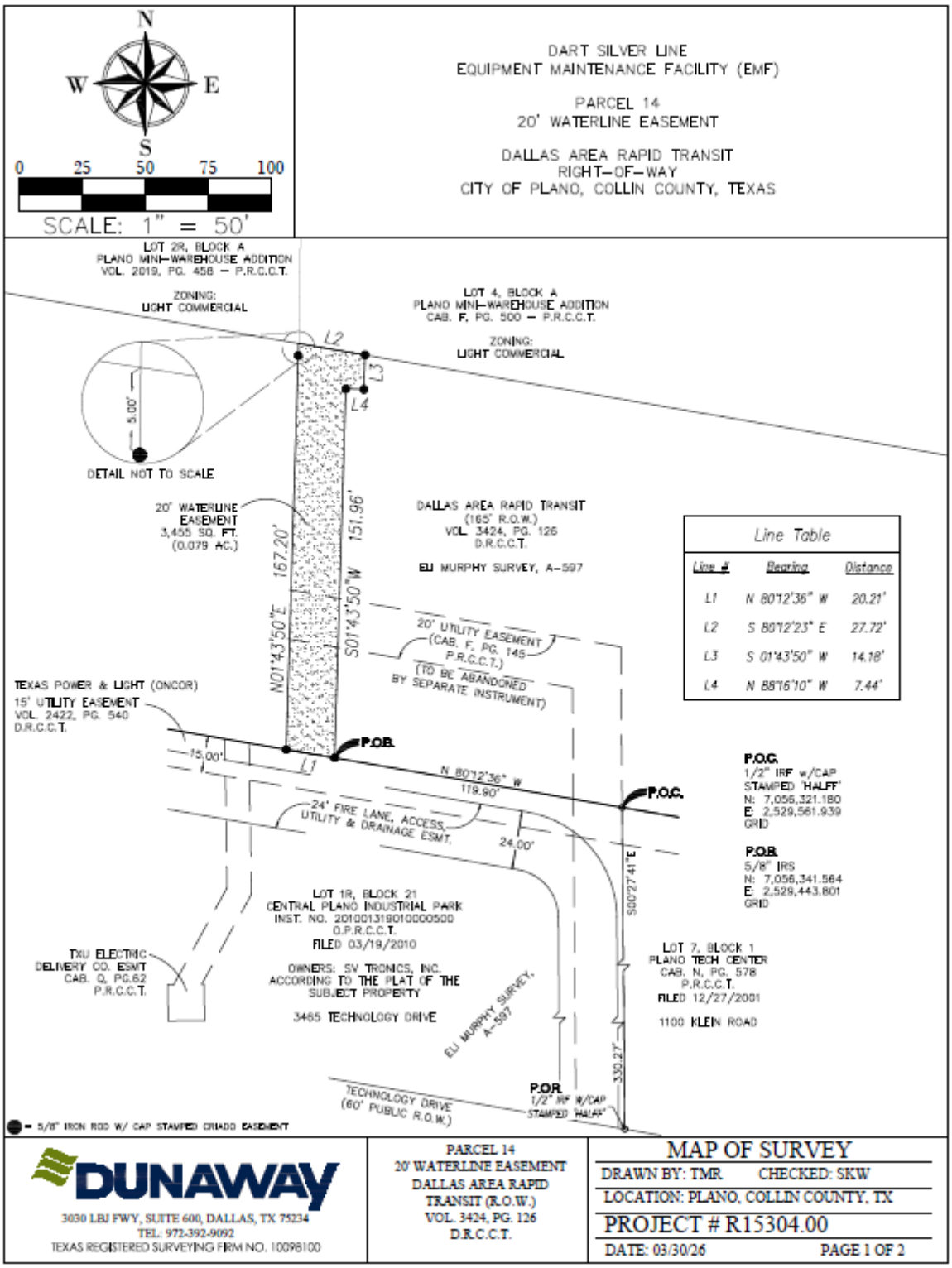
Unless otherwise noted, all easement corners are monumented with a 5/8-inch iron rod with a yellow cap stamped 'DUNAWAY ASSOC'.

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

S. Kevin Wendell — 04/21/26
S. Kevin Wendell — Date
Registered Professional Land Surveyor
Texas Registration No. 5500

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

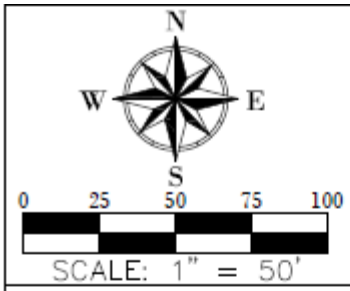




DUNAWAY
3030 LBJ FWY, SUITE 600, DALLAS, TX 75234
TEL. 972-392-9092
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

PARCEL 14
20' WATERLINE EASEMENT
DALLAS AREA RAPID
TRANSIT (R.O.W.)
VOL. 3424, PG. 126
D.R.C.C.T.

MAP OF SURVEY
DRAWN BY: TMR CHECKED: SKW
LOCATION: PLANO, COLLIN COUNTY, TX
PROJECT # R15304.00
DATE: 03/30/26 PAGE 1 OF 2



DART SILVER LINE
EQUIPMENT MAINTENANCE FACILITY (EMF)

PARCEL 14
20' WATERLINE EASEMENT

DALLAS AREA RAPID TRANSIT
RIGHT-OF-WAY
CITY OF PLANO, COLLIN COUNTY, TEXAS

NOTES:
1. BEARINGS ARE BASED ON GLOBAL POSITIONING SATELLITE (GPS) OBSERVATIONS USING AN RTK NETWORK. HORIZONTAL DATA IS ON THE NORTH AMERICAN DATUM OF 1983 (NAD '83)(2011 ADJUSTMENT). COORDINATES ARE ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), WITH ALL DISTANCES ADJUSTED TO SURFACE USING A PROJECT COMBINED SCALE FACTOR OF 1.000136506.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE SURVEYOR DID NOT RESEARCH THE SUBJECT PROPERTY TITLE INFORMATION AND/OR ENCROACHMENTS. THERE MAY BE EASEMENT AND OR RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN HEREON.

3. THIS MAP OF SURVEY IS ACCOMPANIED BY A SEPARATE REAL PROPERTY DESCRIPTION OF EVEN DATE.

4. SURVEYED ON THE GROUND APRIL, 2026

LEGEND	
○	MONUMENT FOUND (AS NOTED)
●	5/8" IRS W/YELLOW CAP STAMEPD 'DUNAWAY ASSOC.'
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
VOL./PG.	VOLUME/PAGE
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY



THIS IS TO CERTIFY THAT THIS MAP OF SURVEY WAS PREPARED FROM AN ACCURATE SURVEY CONDUCTED ON THE GROUND UNDER MY DIRECT SUPERVISION FEBRUARY 2026.

04/21/26

KEVIN WENDELL
REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS
REGISTRATION NO. 5500

DATE:

DUNAWAY
3030 LBJ FWY, SUITE 600, DALLAS, TX 75234
TEL: 972-392-9092
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

PARCEL 14
20' WATERLINE EASEMENT
DALLAS AREA RAPID
TRANSIT (R.O.W.)
VOL. 3424, PG. 126
D.R.C.C.T.

MAP OF SURVEY
DRAWN BY: TMR CHECKED: SKW
LOCATION: PLANO, COLLIN COUNTY, TX
PROJECT # R15304.00
DATE: 03/30/26 PAGE 2 OF 2

Agenda Report

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

DATE: June 9, 2026

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

- Approval of this contract supports Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- To ensure service reliability and passenger safety, DART must maintain 163 LRVs in a state of good repair. Failure to maintain the integrity of the LRV tires will lead to system malfunction, lack of passenger safety, and delays for our customers.
- Tire kits, which consist of steel wheels, associated hardware, and rubber block inserts, must be replaced periodically over the LRV's 30-year life span because of normal wear and excessive braking caused by adverse weather conditions or main-line intrusions like vehicles or pedestrians in the right of way.
- Rail Fleet Maintenance regularly inspects each LRV, including tires, every 10,000 miles as part of preventative maintenance.
- LRV tires are a critical safety component that support vehicle alignment and ride quality; they must be replaced with wear.

- Maintaining an adequate stock of tire kits helps prevent service disruptions and vehicle downtime by allowing quick replacement of worn tires so vehicles can return to service quickly for our customers.

PROCUREMENT CONSIDERATIONS

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

VENDOR DEMOGRAPHICS

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

LEGAL CONSIDERATIONS

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

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

Contract Information

A. Description: Tire Kits for DART's Light Rail Vehicle Fleet

B. Contractor: Penn Machine Company, LLC

C. Contract Number: C-2097342-01

D. Contract Amount: **$**3,288,600

E. Contract Type: Requirements

F. Term of Contract: Two-Year

G. Options Available: N/A

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

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

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

C. Cost & Price Considerations: Prices were determined to be fair and reasonable based on negotiations, historical prices adjusted for inflation, and the Producer Price Index (PPI).

D. Protests Received: None

E. Determinations Required: Use of Sole Source Procurement

Determination and Recommendation

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

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

SBE Considerations

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

Summary of EEO-1 Report

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

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

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

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

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

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

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

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

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

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

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

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

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

Agenda Report

Attachments:	Voting Requirements:
1. Procurement Analysis 2. SBE Considerations	Majority

DATE: June 9, 2026

SUBJECT: Approval of Contract Modification for DART Police Communications Platform

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

- Approval of this item will modify the existing contract by increasing the total authorized amount to provide a secure web-based planning and communications platform. The system will efficiently and effectively plan, manage, communicate, and direct activities within the agency and the DART Police Department.
- In July 2024, the original contract was awarded to ReadyOps Communications, Inc., in the amount of $200,000, which was below the $249,999 threshold requiring Board approval. In September 2025, the contract was modified, increasing the not-to-exceed total to $249,500. This contract modification will make the total contract amount exceed the Board approval threshold, thus requiring Board approval.
- Approval of this contract modification will help achieve Agency Strategic Goal 1: Empowered Agency - Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.

PROCUREMENT CONSIDERATIONS

- The term of the contract is four years from the award date of July 24, 2024.

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

VENDOR DEMOGRAPHICS

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

LEGAL CONSIDERATIONS

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

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

Contract Information

A. Contract Description: ReadyOps Services

B. Contractor: ReadyOps Communications, Inc.

C. Contract Number: C-2085222-01

D. Contractual Action: Increase funding

E. Current Contract Amount: $249,500

F. Contract Modification Amount: $150,000

G. New Contract Amount: $399,500

H. Contract Type: Indefinite Delivery/Indefinite Quantity

I. Current Term of Contract/Performance Period: 07/24/24 – 07/24/28

J. Remaining Options Available: N/A

K. Price Considerations: Pricing determined to be fair and reasonable based on historical pricing.

L. Negotiation Memorandum: N/A.

M. Determinations Required: N/A

N. Funding: Local

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

Determination and Recommendation

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

Approval of Contract Modification for DART Police Communications Platform

SBE Considerations

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

Summary of EEO-1 Report

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract Modification for DART Police Communications Platform

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

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

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

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

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

Approval of Contract Modification for DART Police Communications Platform

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

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

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

Agenda Report

Voting Requirements:
Majority

DATE: **June 9, 2026**

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

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

LEGAL CONSIDERATIONS

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

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

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

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

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

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

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

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

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

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

INTERLOCAL AGREEMENT
BETWEEN
DALLAS COLLEGE
AND
DALLAS AREA RAPID TRANSIT

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

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

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

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

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

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

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

ARTICLE I
PURPOSE

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

ARTICLE II
TERM

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

ARTICLE III
SERVICES

A. Role of Dallas College:

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

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

B. Role of DART:

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

ARTICLE IV
TERMINATION

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

ARTICLE V
CURRENT REVENUE

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

ARTICLE VI
MISCELLANEOUS

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

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

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

B. **AMENDMENT**: This Agreement may be amended by the mutual written agreement of the Parties. Operational adjustments to staffing, deployment, assignment, match days and/or times may be made by the Parties through mutual written agreement and incorporated into operational plans without requiring formal amendment of this Agreement, provided such changes are not material.

C. **INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, DALLAS COLLEGE SHALL DEFEND, FULLY INDEMNIFY AND HOLD HARMLESS DART AND ALL OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHAT SO EVER NATURE, CHARACTER, OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING OUT OF OR RELATED TO THE BREACH OR FAILURE TO PERFORM THIS AGREEMENT. THEREUNDER OR RESULTING FROM ANY NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF DALLAS COLLEGE.**

D. **WORKER'S COMPENSATION AND LIABILITY PROTECTION**. Off-duty Dallas College officers remain employees of Dallas College. Neither DART nor the DART Police Department are responsible for worker's compensation plan coverage. Additionally, neither DART nor the DART Police Department are responsible for liability protection coverage to off-duty police officers from Dallas College. The Parties agree all off-duty Dallas College police officers assigned under this Agreement are covered by the Worker's compensation plan under Dallas College.

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

F. **GOVERNING LAW**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Dallas County, Texas.

G. **ENTIRE AGREEMENT**: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or

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

H. **RECITALS**: The recitals to this Agreement are incorporated herein.

I. **COUNTERPARTS**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

J. **NO ASSIGNMENT**: The Parties may not assign or transfer their rights under this Agreement.

K. **COMPLIANCE WITH LAW**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

L. **NO WAIVER OF RIGHTS**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

FOR DART:

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

APPROVED AS TO FORM FOR DART:

_____
DART General Counsel

FOR DALLAS COLLEGE:

_____
_____
_____
_____
_____
Date: _____

APPROVED AS TO FORM FOR DALLAS COLLEGE:

_____
Dallas College Legal Counsel

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

Assigned qualified Dallas College law enforcement personnel shall:

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

Agenda Report

Voting Requirements:
Majority

DATE: **June 9, 2026**

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

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

LEGAL CONSIDERATIONS

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I
PURPOSE

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

ARTICLE II
TERM

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

ARTICLE III
SERVICES

A. Role of Dallas ISD:

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

f. Eligible documented expense as authorized by DART

B. Role of DART:

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

ARTICLE IV
TERMINATION

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

ARTICLE V
CURRENT REVENUE

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

ARTICLE VI
MISCELLANEOUS

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

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

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

B. **AMENDMENT**: This Agreement may be amended by the mutual written agreement of the Parties. Operational adjustments to staffing, deployment, assignment, match days and/or times may be made by the Parties through mutual written agreement and incorporated into operational plans without requiring formal amendment of this Agreement, provided such changes are not material.

C. **INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, DISD SHALL DEFEND, FULLY INDEMNIFY AND HOLD HARMLESS DART AND ALL OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHAT SO EVER NATURE, CHARACTER, OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING OUT OF OR RELATED TO THE BREACH OR FAILURE TO PERFORM THIS AGREEMENT. THEREUNDER OR RESULTING FROM ANY NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF DISD.**

D. **WORKER'S COMPENSATION AND LIABILITY PROTECTION**. Off-duty DISD officers remain employees of DISD. Neither DART nor the DART Police Department are responsible for worker's compensation plan coverage. Additionally, neither DART nor the DART Police Department are responsible for liability protection coverage to off-duty police officers from DISD. The Parties agree all off-duty DISD police officers assigned under this Agreement are covered by the Worker's compensation plan under DISD.

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

F. **GOVERNING LAW**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Dallas County, Texas.

G. **ENTIRE AGREEMENT**: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

H. **RECITALS**: The recitals to this Agreement are incorporated herein.

I. **COUNTERPARTS**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

J. **NO ASSIGNMENT**: The Parties may not assign or transfer their rights under this Agreement.

K. **COMPLIANCE WITH LAW**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

L. **NO WAIVER OF RIGHTS**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

FOR DART:

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

APPROVED AS TO FORM FOR DART:

_____
DART General Counsel

FOR DALLAS ISD:

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

ATTEST BY:

_____
Prisma Y. Garcia, Board Secretary

APPROVED AS TO FORM FOR DALLAS ISD:

_____
Dallas ISD Legal Counsel

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

Assigned qualified DISD law enforcement personnel shall:

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

Agenda Report

Voting Requirements:
Majority

DATE: **June 9, 2026**

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

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

LEGAL CONSIDERATIONS

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

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

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

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

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

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

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

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

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

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

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
FIFA WORLD CUP

Program Implementation

AGREEMENT COVER SHEET

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

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

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

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

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

SUBAWARD AMOUNT: $2,475,354.00

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

PARTIES:

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
North Central Texas Council of Governments
616 Six Flags Drive
Centerpoint II
Arlington, Texas 76011

Contacts

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

PERFORMING PARTY
Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202

Project Manager:
Gilberto Garza
Dallas Police Department
(214) 535-7825
ggarza@dart.org

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

Project Officer:
Jim Hershey
Grant Manager

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

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

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

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

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

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

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

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

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

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

ARTICLE 1. PARTIES

1.1 **Parties**. This Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "**NCTCOG**", and the Dallas Area Rapid Transit hereinafter referred to as "**PERFORMING**

PARTY". **NCTCOG** and **PERFORMING PARTY** may each be referred to as a "Party" and may be collectively referred to as "Parties" to this Agreement.

ARTICLE 2. FUNDING

2.1 **Initial Allocated Award Amount**. NCTCOG shall initially allocate to **PERFORMING PARTY** an amount of t**wo million four hundred seventy-five thousand two hundred fifty-four dollars ($2,475,2542,475,354.00) ("Initial Allocation"),** which reflects projects currently approved by the North Texas FWC Organizing Committee (NTFWCOC) and estimated funding needs at the time of execution.

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

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

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

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

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

ARTICLE 3. SCOPE OF WORK

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

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

Table 1.

Activity	Type	Description	Estimated Cost	Cybersecurity Compliance
Increased Personnel for Security Measures & Intelligence	Surge & Overtime	Provide police officers, Provide transit security officers, Special Response Teams,, Telecommunications Staff, and Emergency Preparedness Staff, I for Security Measures & Intelligence	$2,475,354	None.
Table 1 is intended as a high-level summary of scope and budget. Detailed breakout information, including supporting requirements, will be provided during the NCTCOG training.				

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

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

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

ARTICLE 4. TERM

4.1 **Term**. This Agreement shall take effect on the date executed by the Parties and shall remain in effect until **August 31, 2026**. The **PERFORMING PARTY** is authorized to proceed once this Agreement is fully executed.

4.2 **Termination**. Either Party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of **ten (10)** days to cure the defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, **NCTCOG** shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

ARTICLE 5. REIMBURSEMENT AND REPORTING REQUIREMENTS

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

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

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

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

5.1.4 Documentation for Management and Administration (M&A) Expenses. Reimbursement Requests for M&A must be supported by the following documentation: (1) a written travel policy; (2) receipts for meeting expenses and travel; (3) time and effort reports, payroll registers, and pay stubs that substantiate base pay overtime rates, and hours paid, (4) an approved fringe benefit rate or a documented fringe benefit calculation methodology and 5.1.5 documentation if indirect costs will be included.

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

5.2 **Eligible Expenses**. **NCTCOG** may reject requests for reimbursement which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by **NCTCOG** in its sole discretion as eligible costs necessary to complete the Project and consistent with cost principles established in 2 CFR 200, Subpart E.

5.3 **Availability of Funds**. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by **NCTCOG**. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by **NCTCOG** dedicated for the purpose of this Agreement. **NCTCOG** shall provide **PERFORMING PARTY** with written notice within **five (5)** business days after becoming aware that grant funds received by **NCTCOG** from **NCTCOG'S** funding agency for the purposes of reimbursement under this agreement are no longer available for reimbursement to **PERFORMING PARTY**.

5.4 **Current Revenues**. Any obligations made under this Interlocal Cooperation Agreement shall be current revenues available to the paying Party as required by Chapter 791, Texas Government Code, and is subject to annual appropriations.

5.6 **Return of Funds**. The **PERFORMING PARTY** agrees to return funds received from **NCTCOG** for reimbursement under this Agreement where the **PERFORMING PARTY** has failed to comply with the requirements set forth in this Agreement.

5.7 **Total Amount of Obligated Funds**. Upon request from **PERFORMING PARTY**, **NCTCOG** shall provide total amount of obligated federal or state funds across all programs related to the **PERFORMING PARTY**.

5.8 **Non-Supplanting. PERFORMING PARTY** shall not utilize federal grant funds under this agreement to pay for costs (regular salaries, equipment, etc.) already included in their state or local budget.

ARTICLE 6. PROCUREMENT AND PROPERTY MANAGEMENT

6.1 **Procurement Standards**. **NCTCOG** is responsible for closely monitoring the procurement of equipment by the Local Government and the exercise of reasonable care to enforce all terms and conditions of the grant and all required purchasing procedures, per the OOG. **PERFORMING PARTY** agrees to (1) fully cooperate in the purchasing requirements of the grant, (2) understands they cannot purchase any items, to be applied against this grant, until NCTCOG has reviewed the items for eligibility first and (3) must receive approval from the Host City Task Force and **NCTCOG** before purchasing any items needing reimbursement.

6.2 **Equipment Use, Management, and Disposition**. All equipment purchases shall have prior written approval from NCTCOG. The **PERFORMING PARTY** agrees that its purchase or lease of equipment/technology under this Agreement will comply with the property management standards and requirements outlined in 2 CFR 200.313. The **PERFORMING PARTY** agrees to provide **NCTCOG** reasonable information concerning the use and condition of the equipment upon request. The **PERFORMING PARTY** shall also maintain an inventory of equipment greater than **ten thousand dollars ($10,000)** or classified as controlled equipment by the Texas Comptroller purchased for the project to be provided to **NCTCOG** upon request.

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

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

ARTICLE 7. MODIFICATION, WAIVER, AND SEVERABILITY

7.1 **Agreement**. This Agreement embodies all of the agreements of the parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.

7.2 **Severability**. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

7.3 **Changed Circumstances**. If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

7.4 **Amendments**. Modifications to the cover page, which do not impact the Agreement scope or budget may be modified without formal amendment to the Agreement. **NCTCOG** shall approve these changes by written correspondence. Amendments to this Agreement and SCOPE must be agreed to in writing signed by each Party, except that **NCTCOG** may issue a unilateral administrative amendment to reconcile the Award Amount based on final eligible costs, consistent with Article 2.1.

7.5 **Authority**. The **PERFORMING PARTY** shall have no authority to act for or on behalf of **NCTCOG** except as expressly provided for in this Agreement; no other authority, power, use, or joint

enterprise is granted or implied. The **PERFORMING PARTY** may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of **NCTCOG**.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 **Indemnification.** **NCTCOG** and **PERFORMING PARTY** agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents in carrying out the services under this Agreement.

8.2 **Force Majeure.** Neither Party shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within **three (3)** business days of the existence of such force majeure, or otherwise waive this right as a defense.

8.3 **Replacement Insurance**. The **PERFORMING PARTY** must maintain sufficient insurance or self-insurance for the repair or replacement of any equipment/technology funded under this Agreement, unless otherwise expressly agreed upon in writing by **NCTCOG**. Replacement insurance must be maintained by the **PERFORMING PARTY** after equipment ownership has been transferred.

8.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

8.5 **Disputes and Remedies.** **NCTCOG** and **PERFORMING PARTY** shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This Agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.

8.6 **Legal Mandate.** The **PERFORMING PARTY** represents that the tasks funded under this Agreement are not required by any State or Federal law, rule, regulation, memorandum of agreement, or other legally binding document.

8.7 **Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the addresses shown below, as applicable, with a copy provided to **PERFORMING PARTY** Project Manager, staff contact, and Agreement Administrator; and **NCTCOG'S** Agreement Coordinator identified on the Agreement cover sheet. Statements made or documentation provided through electronic mail can be deemed as official notices.

PERFORMING PARTY

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

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

NCTCOG

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

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

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

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

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

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

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

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

ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS

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

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

disposition instructions for the records from **NCTCOG** and shall dispose of the records in accordance with instructions.

ARTICLE 10. AUDITS AND EVALUATIONS

10.1 Submission of Audits. As applicable, the **PERFORMING PARTY** shall provide **NCTCOG**, for its review, a copy of any audit received as a result of **PERFORMING PARTY** policy or audits of Federal and State governments relating to the expenditure of funds under this Agreement. Such audits shall include or be accompanied by any applicable audit management letter issued and applicable responses to the auditor's findings and recommendations. All audits shall be submitted to **NCTCOG** within **thirty (30)** days of receipt of each issued report.

10.2 Single Audit Act. As applicable, the **PERFORMING PARTY** shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-federal entity that expends **one million dollars ($1,000,000)** or more during the non-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

10.3 Financial Records or Audit. The **PERFORMING PARTY** understands that acceptance of funds under this Agreement acts as acceptance of the authority of **NCTCOG**, **NCTCOG'S** funding agency, or their designees to conduct an audit or investigation in connection with those funds. The **PERFORMING PARTY** further agrees to cooperate fully with **NCTCOG**, **NCTCOG'S** funding agency, or their designees in the performance of an audit or investigation, including providing access to conduct financial and program monitoring of funding awarded to the **PERFORMING PARTY** under this Agreement and to perform an audit of related records that may encompass an examination of financial transactions, accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement. Access to records is not limited to the required retention periods. **NCTCOG**, **NCTCOG'S** funding agency, or their designees shall have access to any and all records, for any reason, upon request for as long as the records are maintained.

10.4 Subcontractors. The **PERFORMING PARTY** will ensure that the aforementioned clause concerning the authority to audit funds received indirectly by subcontractors through the **PERFORMING PARTY** and the requirement to cooperate is included in any subcontract it awards under this Agreement. The **PERFORMING PARTY** will include in all subcontracts for work under this Agreement a requirement that subcontractors will provide access to all relevant financial records, including bank statements.

ARTICLE 11. REQUIRED CLAUSES AND ASSURANCES

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

https://www.fema.gov/sites/default/files/documents/fema_best-practices-documenting-compliance-babaa.pdf

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

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

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

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

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

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

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

ARTICLE 12. ADDITIONAL PROVISIONS

12.1 False Claim. The **PERFORMING PARTY** must promptly refer to the DHS Inspector General any credible evidence that a principal, employee, agent, subgrantee contractor, subcontractor, loan

recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant or subgrants awarded by the grantee.

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

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

12.2.2 Federal Funding Accountability and Transparency Act Requirements.

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

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

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

1. Obtain and provide a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Subpart 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/content/home.

2. Obtain and provide a Unique Entity ID (UEI) number, a unique twelve-character number that allows the federal government to track the distribution of federal money. The UEI number may be requested free of charge for all businesses and entities required to do so by visiting the System for Award Management (SAM) website https://sam.gov/content/home.

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

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

APPENDICES

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

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

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

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little, Executive Director	Date

DALLAS AREA RAPID TRANSIT

David Leininger Interim President & Chief Executive Officer	Date

APPENDIX A

FORM COG07-25(I3)
REQUIRED 2 CFR 200 CLAUSES
Uniform Administrative Requirements, Cost Principles & Audit Requirements
for Federal Awards

1. **Equal Employment Opportunity**. **PERFORMING PARTY** shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, and religion, , in compliance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; and Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.

2. **Davis-Bacon Act**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

3. **Contract Work Hours and Safety Standards**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

4. **Rights to Invention Made Under Contract or Agreement**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 37 CFR Part 401.

5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act**. **PERFORMING PARTY** agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

6. **Debarment/Suspension**. **PERFORMING PARTY** is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. **PERFORMING PARTY** and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”. **PERFORMING PARTY** shall certify its compliance through execution of the Contract.

7. **Restrictions on Lobbying**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §200.450. **PERFORMING PARTY** shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding **one hundred thousand dollars ($100,000)**. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

8. **Procurement of Recovered Materials**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §200.323.

9. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**. Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, **NCTCOG** is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The **PERFORMING PARTY** agrees that it is not providing **NCTCOG** with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471 **PERFORMING PARTY** shall certify its compliance through execution of the Agreement. The **PERFORMING PARTY** shall pass these requirements down to any of its contractors funded under this Agreement. The **PERFORMING PARTY** shall notify **NCTCOG** if the **PERFORMING PARTY** cannot comply with the prohibition during the performance of this Agreement.

10. **Domestic Preference**. As appropriate and to the extent consistent with law, the **PERFORMING PARTY** should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. **Termination For Convenience**. The **PERFORMING PARTY** may terminate the agreement for its convenience in whole or in part at any time without cause, upon **thirty (30)** days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

12. **Trafficking in Persons**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §175.15. **NCTCOG**, the **PERFORMING PARTY**, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the **PERFORMING PARTY** (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. **NCTCOG** must notify the Federal award agency immediately if any information received from the **PERFORMING PARTY** indicates a violation of the applicable prohibitions.

13. **Whistleblower Protection**. **PERFORMING PARTY** agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. **NCTCOG**, the **PERFORMING PARTY**, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. **NCTCOG** and the **PERFORMING PARTY** must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

14. **Internal Controls**. The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance

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

APPENDIX B

DEPARTMENT OF HOMELAND SECURITY (DHS) FLOWDOWN PROVISIONS

General Acknowledgments and Assurances.

1. **PERFORMING PARTY** must cooperate with any DHS compliance reviews or compliance investigations.

2. **PERFORMING PARTY** must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

3. **PERFORMING PARTY** must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. **PERFORMING PARTY** must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance.

5. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

6. **PERFORMING PARTY** must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

7. **Conflict of Interest Safeguards**. **PERFORMING PARTY** shall disclose to **NCTCOG**, in writing, within **ten (10)** calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under the Grant Agreement.

8. **Fraud, Waste, and Abuse**. **PERFORMING PARTY**, contractors and subcontractors, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.
    a. **If PERFORMING PARTY** is notified that any contractor or subcontractor is or has been requiring its employees or contractors to execute Agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict). Reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of funds to or by that entity, and will provide prompt written notice to **NCTCOG** to provide notice to OOG.

9. **Permission for Use of OOG Name and Labeling**. **PERFORMING PARTY** shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service

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

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

10. Acknowledgement of Funding and Disclaimer. All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency:
    a. "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided.)"

11. *[1]**Immigration Related Matters**. **PERFORMING PARTY** must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (DHS) to:
    a. Notify DHS of all information requested by DHS related to illegal aliens in agency's custody; and,
    b. Detain such illegal aliens in accordance with requests by DHS.

12. **PERFORMING PARTY** may not have in effect, purport to have in effect, or make themselves subject to or bound by, any law rule, policy, or practice (written or unwritten) that would:
    a. require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or
    b. impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

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

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

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

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

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

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

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

Nondiscrimination.

1. **Age Discrimination Act of 1975**. **PERFORMING PARTY** must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

2. **Americans with Disabilities Act of 1990**. **PERFORMING PARTY** must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. Sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

3. **Civil Rights Act of 1964 – Title VI**. **PERFORMING PARTY** must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

4. **Civil Rights Act of 1968**. **PERFORMING PARTY** must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. Section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100, Subpart D).

5. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**. **PERFORMING PARTY** must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial

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

6. **Equal Treatment of Faith-Based Organizations**. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. **PERFORMING PARTY** must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

7. **Anti-Discrimination**. **PERFORMING PARTY** must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

8. **Limited English Profiency (Civil Rights Act of 1964, Title VI)**. **PERFORMING PARTY** must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-providemeaningful-access-people-limited and additional resources on http://www.lep.gov.

9. **Rehabilitation Act of 1973**. **PERFORMING PARTY** must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. Section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Grant Specific Required Clauses.

1. **Copyrights. PERFORMING PARTY** must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

2. **Duplicative Costs**. **PERFORMING PARTY** is prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. §200.403(f)).

3. **False Claims Act and Program Fraud Civil Remedies**. PERFORMING PARTY must comply with the requirements of the False Claims Act, 31 U.S.C. Section 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. Section 3801-3812, which details the administrative remedies for false claims and statements made.)

4. **Federal Debt Status**. **PERFORMING PARTY** is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.).

5. **Federal Leadership on Reducing Text Messaging While Driving**. **PERFORMING PARTY** is encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

6. **Fly America Act of 1974**. **PERFORMING PARTY** must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31,1981, amendment to Comptroller General Decision B-138942.

7. **Hotel and Motel Fire Safety Act of 1990**. **PERFORMING PARTY** must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

8. **John S. McCain National Defense Authorization Act of Fiscal 2019**. **PERFORMING PARTY**, and its contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

9. **National Environmental Policy Act**. **PERFORMING PARTY** must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients (and subrecipients) to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

10. **Non-Supplanting Requirement**. **PERFORMING PARTY** must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

11. **Patent and Intellectual Property Rights**. **PERFORMING PARTY** is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law.

12. **Presidential Executive Orders**. **PERFORMING PARTY** must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

13. **SAFECOM**. **PERFORMING PARTY** must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

14. **Terrorist Financing**. **PERFORMING PARTY** must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Executive Order and laws.

15. **USA Patriot Act of 2001**. **PERFORMING PARTY** must comply with requirements of Pub. L. 107-56, section 817 of the SA PATRIOT Act, which amends 18 U.S.C. Sections 175-175c.

16. **Use of DHS Seal, Logo, and Flags**. **PERFORMING PARTY** must obtain permission from their DHS FAO prior to using the DHS seals, logos, crests or reproductions of flags, likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests or reproductions of flags or likenesses of component officials.

17. **Buy America, Build America Act (BABAA)**. **PERFORMING PARTY** must include a Buy America preference contract provision as noted in 2C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001).

18. **Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS)**. **PERFORMING PARTY** must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.). Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Un-manned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.

Copyrights.

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

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

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

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

Prohibited and Regulated Activities and Expenditures.

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

Financial Requirements.

1. **Program Income**. Means gross income received by the **PERFORMING PARTY** directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award.

2. **Overtime**. Overtime is allowable to the extent that it is included in the OOG-approved budget, the **PERFORMING PARTY** has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of the **PERFORMING PARTY** may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are not eligible for reimbursement.

APPENDIX C

FORM COG07-25(C2)
RESTRICTIONS ON LOBBYING CERTIFICATION

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

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

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

_____

Signature of Authorized Representative:

_____

Date:_____

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material charge For Material Change Only: year_____ quarter_____ date of last report_____

4. Name and Address of Reporting Entity: Prime Tier _____ *if known* Congressional District, *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** Congressional District, *if known:*
6. Federal Department Agency:	**7. Federal Program Name/Description:** CFDA Number if applicable:_____
8. Federal Action Number, *if known:*	**9. Award Amount, *if known:*** $
10. a. Name and Address of Lobbying Entity ***(if individual, last name, first name, MI):***	**b. Individuals Performing Services (including address if different from No. 10a)** **(last name, first name, MI):**

(attach Continuation Sheet(s) SF-LLL-A, if necessary

11. Amount of Payment *(check all that apply):* $_____ actual planned	**13. Type of Payment (check all that apply):** a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:_____
12. Form of payment (check all that apply): a. cash b. in-kind specify: nature_____ value_____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation sheet(s) SF-LLL-A attached: **Yes** **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ **Print Name:**_____ **Title:**_____ **Telephone:**_____ **Date:**_____
Federal Use Only:	**Authorized for Local Reproduction Standard Form - LLL**

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. **Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**
2. **Identify the status of the covered Federal action.**
3. **Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.**
4. **Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and Contract awards under grants.**
5. **If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.**
6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**
7. **Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans and loan commitments.**
8. **Enter the most appropriate Federal identifying number available for Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the Contract grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."**
9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**
10. **(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 40 to influence the covered Federal action.**
    (b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. **Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.**
12. **Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.**
13. **Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.**
14. **Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual Contract with Federal officials. Identify the Federal official(s) or employee(s) Contracted or the officer(s), employees, or Member(s) of Congress that were contacted.**
15. **Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.**
16. **The certifying official shall sign and date the form, print his/her name, title, and the telephone number.**

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

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity:_____ **Page**_____ **of**_____

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Standard Form - LLL-A

APPENDIX D
POST AWARD PROCUREMENT QUESTIONNAIRE

POST-AWARD PROCUREMENT QUESTIONNAIRE

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

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

PART I: OOG GRANT INFORMATION

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

PART II: VENDOR INFORMATION

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

PART III: PROCUREMENT INFORMATION

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

POST-AWARD PROCUREMENT QUESTIONNAIRE

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P.O. BOX 12428
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FAX: (512) 475-2440

PART IV: CONFLICTS OF INTEREST

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

PART V: CONTRACT MONITORING INFORMATION

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

PART V: AUTHORIZING SIGNATURE

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

Printed Name of Financial Officer	Signature of Financial Officer	Date

Agenda Report

Voting Requirements:
Majority

DATE: **June 9, 2026**

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

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

LEGAL CONSIDERATIONS

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 1: Term

1.1 The term of this Agreement shall begin at contract execution and terminate on **August 31, 2026** ("Term"), unless terminated earlier as provided herein.

1.2 Any Party shall have the right to terminate this Agreement, at any time without liability, by providing the other Party with **thirty** (**30)** days written notice in advance of termination. In the event that either Party shall fail to perform any of its respective material obligations under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement if the defaulting Party has not cured any such failure to perform within **ten (10)** days following written notice by the other Party.

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

Article 2: Scope of Services and Program Funding

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

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

2.2 Changes to the Project activities identified in Table 1 must be agreed to by both Parties in writing.

2.3 No local match is required under this Agreement.

2.4 By execution of this agreement, DART certifies its compliance with applicable procurement procedures that ensure a fair, open, and competitive process.

Article 3: Payments

3.1 NCTCOG shall reimburse DART eligible costs incurred from date of execution, for implementation of the Project, in an amount not to exceed **seven hundred thousand dollars ($700,000)**. No advance funds will be provided.

3.2 DART shall provide to the NCTCOG reimbursement requests, in the form of an invoice, detailing eligible expenses incurred. Reports, in a format determined by mutual agreement of the Parties, will accompany invoices submitted to NCTCOG. DART shall submit no more than two (2) invoices. All invoices must be submitted no later than September 30, 2026. Each invoice must identify the period expenses were incurred, the

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

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

Certifying Official:
Name: Lene Abraham
Title: Grants Manager

3.3 NCTCOG may deem an invoice incomplete if DART does not complete the project activities as detailed in Table 1 and submit complete and acceptable documentation.

3.4 DART shall remit to the NCTCOG any excess payments made to DART.

3.5 Any compensation due to DART for performance of this Agreement shall be payable only after approval of invoices submitted to NCTCOG. NCTCOG will approve payments as soon as practicable, but not later than **forty-five (45)** days after a complete Request for Reimbursement has been received, provided that project milestones have been completed and complete and accurate supporting documentation has been submitted to NCTCOG. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of NCTCOG, except funding approved by the RTC for this Agreement.

Article 4. Miscellaneous

4.1 Force Majeure. DART shall at all times use reasonable commercial efforts to provide or cause the Service to be provided continuously, however, DART does not warrant or guarantee uninterrupted Service and shall not be liable for any special, direct or consequential damages relating to or arising from the interruption in Service DART's obligations to perform under this Agreement shall be suspended to the extent that that DART is unable to perform as a result of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, equipment breakdown, accidents, track obstructions or service disruptions, acts of nature and governmental action. In such event, DART shall use reasonable efforts to eliminate the cause as quickly as possible.

4.2 Indemnification. NCTCOG and DART agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents in carrying out the services under this Agreement.

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

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

With a copy to Project Manager:
Karla Windsor, AICP
Senior Program Manager
616 Six Flags Drive
Arlington, Texas 76011

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

4.4. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. There shall be no third-party beneficiaries of this Agreement.

4.5 Construction and Drafting. The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this Agreement. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. All Parties have participated in the drafting hereof and accordingly no party shall be given credit therefore in the interpretation of this Agreement.

4.6 Partial Invalidity. Any portion of this Agreement being declared by law to be invalid shall not invalidate the remaining provisions which shall remain in full force and effect.

4.7 Merger and Amendment. This instrument constitutes the entire agreement of the Parties with respect to the matters contemplated herein and it may be modified or amended only in writing, signed by all parties hereto and in accordance with the terms hereof.

4.8 No partnerships or Joint Enterprise. It is mutually understood and agreed that this Agreement is intended by the Parties to establish only an independent contractual relationship and is not intended to create a partnership or joint venture between any or all Parties.

4.9 Use of Contractors. Nothing in this Agreement shall prevent a Party from using a contractor or agent to perform the duties and responsibilities contemplated by this Agreement.

4.10 Exhibits and Attachments. The exhibits attached to this Agreement, if any, are incorporated by reference as if written word for word herein. In the event of conflict between the exhibits and this Agreement, the terms of this Agreement shall prevail.

4.11 Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents or employees in conjunction with each Party's performance under this Agreement.

4.12 Assignment. No Party may assign its rights and obligations or either under this Agreement, in whole or in part, without first obtaining the prior written consent of the other Party, which consent may be withheld for any reason. No assignee or successor may further assign, in whole or in part, its rights and obligations without prior written consent of each Party to this Agreement at the time of further assignment.

4.13 Payment from Current Available Revenues. Any payments made under this Interlocal Cooperation Agreement shall be from current revenues available to the paying Party as required by Chapter 791, Texas Government Code.

4.14 Incorporation of Recitations. The recitations and "whereas" provisions of this Agreement are incorporated herein as part of this Agreement for all purposes.

4.15 Reasonable Cooperation. Each Party agrees to reasonably cooperate to effectuate the purpose and intent of this Agreement.

4.16 Disputes and Remedies. Should disputes arise concerning the Project activities in Table 1 or additional agreed upon work to be performed under this Agreement, DART and NCTCOG shall negotiate in good faith toward resolving such disputes. NCTCOG shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Agreement terms by DART may be grounds for termination and should NCTCOG terminate the Agreement due to a breach by DART, any direct increased costs arising from the termination shall be paid by DART.

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

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

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little
Executive Director

Date

DALLAS AREA RAPID TRANSIT

David Leininger
Interim President & Chief Executive Officer

Date

Agenda Report

Voting Requirements:
Majority

DATE: **June 9, 2026**

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

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute an intergovernmental agreement (IGA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the Colorado Department of Transportation (CDOT) for licensing of the GoPass® mobile app for a base term of one year with four one-year options.

FINANCIAL CONSIDERATIONS

- This IGA will generate revenue for DART in partnership with Kuba Denmark ApS (Kuba). DART has a contractual relationship with Kuba, and Kuba develops, maintains, and hosts the system and provides support services as defined in the Service Level Agreement (SLA).
- As detailed in the IGA, CDOT's payments for GoPass licensing total approximately $1,041,715 over five years, including $394,000 in licensing fees and a 2% revenue share. Per DART's agreement with Kuba, DART and Kuba will receive $556,357 and $485,357, respectively.

BUSINESS PURPOSE

- GoPass is a nationally recognized mobile ticketing and scheduling application in use by 14 transit agencies across the U.S. Enhancements have been made that enable GoPass to function as a multi-regional platform without detriment to product quality for DART riders.
- The purpose of this agreement is to sub-license the GoPass platform to CDOT as a white-label application, which is a customized version with CDOT's branding and design. The IGA has a base term of one year with four one-year options that are automatically exercised unless the IGA is otherwise terminated.
- The IGA also includes optional features and on-demand work that CDOT may activate at any time within the term. DART will prorate any additional costs for those options to align with an annual billing schedule.
- Ongoing licensing and maintenance fees from CDOT will support GoPass' successful continued operation by covering expenses incurred by DART, including hosting, maintenance, and SLA licensing costs.

- Approval of this item supports Agency Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first-in-mind; and Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional and economic mobility asset.

LEGAL CONSIDERATIONS

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

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

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

WHEREAS, DART and the Colorado Department of Transportation (CDOT) have entered discussions for CDOT to sub-license the GoPass platform as a white-label application; and

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

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

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

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

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

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

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

PO #: 471002375 / CMS #: 198618
Contract Routing #: 26-HAA-ZH-00078

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Cover Page

State Agency
Department of Transportation - CDOT

Contractor
Dallas Area Rapid Transit - DART

Contract Number
26-HAA-ZH-00078/ PO #: 471002375

Contract Performance Beginning Date
The Effective Date

Initial Contract Expiration Date
One (1) year from the Effective Date

Contract Maximum Amount

Initial Term	
Contract Year 1	**$267,084.84**
Extension Term	
Contract Year 2	TBD
Contract Year 3	TBD
Contract Year 4	TBD
Contract Year 5	TBD
Total for Contract Years	**$267,084.84**

Contract Authority
C.R.S. §29-1-203 and C.R.S. §24-101-105(1)(a)(II)

Contract Purpose
This Contract is for the development and maintenance of a customized App to make mobile fare payment accessible to passengers of the Bustang Interregional Bus service.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Sample Option Letter
3. Exhibit C – PII Certification
4. Exhibit D – Information Technology Provisions
5. Exhibit E - App Features
6. Exhibit F - Service Level Agreement ("SLA")

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Contract
2. Exhibit D - Information Technology Provisions
3. The provisions of the other sections of the main body of this Contract
4. Exhibit A, Statement of Work
5. Exhibit E - App Features
6. Exhibit F - Service Level Agreement ("SLA")
7. Exhibit C, PII Certification
8. Exhibit B, Executed Option Letters (if any)

Principal Representatives

For the State:
Ben Gellman
CDOT - Division of Transit and Rail
2829 W. Howard Place
Denver, CO 80204
303-757-9011
ben.gellman@state.co.us

For Contractor:
Jonathan Braddick
DART
1401 Pacific Avenue
Dallas, TX 75202
214-749-3481
jbraddick@dart.org

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT
Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR
Dallas Area Rapid Transit

_____
By: Gene Gamez, Acting President & CEO

Date: _____

STATE CHIEF INFORMATION OFFICER

David Edinger, Chief Information Officer and Executive Director

By:_____

Name:_____

Title:_____

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshanna M. Lew, Executive Director

_____
By: Keith Stefanik, P.E., Chief Engineer

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Office of the State Controller, Controller Delegate

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

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1. PARTIES

This Contract is entered into by and between Dallas Area Rapid Transit (“DART” or “Contractor”), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM and Effective Date

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

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B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this

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Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

D. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

E. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

H. "**End of Term Extension**" means the time period defined in **§2.D**.

I. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by

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the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

K. "Extension Term" means the time period defined in **§2.C**.

L. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

M. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401*et seq*. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent; or (v) data breaches of any kind or nature.

N. "**Initial Term**" means the time period defined in **§2.B**.

O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

P. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

Q. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records;

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and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, *et seq.*, C.R.S.

R. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. **"Services"** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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U. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. **"Subcontractor"** means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. **"Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

Z. **"Work"** means the Goods delivered and Services performed pursuant to this Contract.

AA. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

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4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a),

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C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the

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State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to the Work, this Contract, or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§14** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the

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United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all data, documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall also include all data, documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

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C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and

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Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

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D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. In the event of a data breach caused by the acts and/or omissions of Contractor or any of its agents, employees, assigns or Subcontractors, Contractor shall be responsible for all costs resulting from the data breach, shall comply with all applicable data breach notification requirements at its sole cost, and shall be responsible for all costs associated with credit monitoring to each person who may have been impacted by the data breach. Additionally, after an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure

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requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit C** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit C** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any

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practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Acknowledgement

Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor as a State of Texas Transportation agency will self-insure Workers' Compensation, General Liability, and Automobile Liability insurance, and will provide a Certificate of Self-Insurance to evidence these coverages.

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However, for this contract, Contractor has procured "Cyber Liability/Technology E&O" insurance with $5M aggregate limit that provides Cyber coverage, and specialized Professional Liability (or E&O) insurance, for liability in connection with the Go Pass technology. A certificate of insurance for this coverage will be provided to the State.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance, with at least a$1M limit each incident, $1M each employee by disease, and $1M disease policy limit, covering all Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any one fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

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iv. Cyber Liability

Cyber Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

a.

C. Additional Insured

The State shall be included as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Subcontractors.

D. Primacy of Coverage

Coverage required of each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and the State in accordance with **§14** within seven days of receipt of such notice.

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F. Subrogation Waiver

All commercial insurance policies secured or maintained by Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Subcontractor under this Contract, Subcontractor shall provide to the Contractor and the State certificates of insurance on Acord form evidencing Subcontractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Copies of the required policy endorsements shall be appended to the certificates of insurance, or otherwise denoted on the Acord form. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor and Subcontractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor and Subcontractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

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12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

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b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State’s damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor’s performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State’s directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

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b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated

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Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative

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by notice submitted in accordance with this section without a formal amendment to this Contract.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known

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or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State

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approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§16** shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

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C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then

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any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-

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26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§17.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications,

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permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Indemnification

i. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

ii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iii. Accessibility Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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T. Limitation and Exclusions of Liability

Unless otherwise set forth herein, liability, if any, of Contractor for claims other than claims for bodily injury, death, or damage to tangible property of the State caused by the negligence or willful misconduct of Contractor and Contractor's employees and agents, shall not exceed $267,084.84 for the Initial Term of the Contract, and shall not exceed the total invoiced amount for the most recent twelve (12) months for all Extension Terms and the End of Term Extension. Nothing contained in this provision or within this Agreement (i) shall be construed to limit Contractor's insurance obligations, data breach obligations, or any other duty or obligation of Contractor pursuant to this Agreement; (ii) State and Contractor expressly acknowledge and agree this limitation of liability does not extend to Contractor's affiliates, agents, suppliers, insurers, or subcontractors, and (iii) shall be construed to conflict with Section 24-106-109, C.R.S. and/or any other applicable law.

U. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

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A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S.; then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and

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income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires either party to indemnify or hold the other party harmless; requires either party to agree to binding arbitration; limits either party's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that

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Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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EXHIBIT A, STATEMENT OF WORK

This Exhibit A – Statement of Work is part of the contract by and between Dallas Area Rapid Transit ("DART") and the State of Colorado acting by and through the Colorado Department of Transportation ("State" or "CDOT"). In the event of a conflict or inconsistency between the Contract and its Exhibits and attachments, such conflict or inconsistency shall be resolved in the manner specified in **§13** (Dispute Resolution) of the main body of the Contract. Any references to defined terms that are not specifically defined herein shall have the same meaning as those set forth in the Contract and its Exhibits.

1. DEFINITIONS

In addition to the terms defined in **§3** of this Contract, the following list of terms shall be construed and interpreted as follows:

A. "**Acceptance**", means the act of an authorized representative of CDOT who approves specific services, as partial or complete performance of this Statement of Work.

B. "**App**" or "**Application**" means the customer facing aspects of the System.

C. "**Back Office**" means the portion of the System which administers and supports the Application.

D. "**Confidential Information**" means all information relating to the System, including the results of any testing performed under this Agreement. Confidential Information is made up of proprietary and trade secret information.

E. "**Correction**," means the elimination of a defect.

F. **"Deliverable"** means any tangible or intangible object produced by Contractor as a result of the Work that is intended to be delivered to the State, regardless of whether the object is specifically described or otherwise identified as a "Deliverable".

G. "**Documentation**" means the System technical manuals, training materials, specifications or other documentation applicable to the System software provided to CDOT by DART.

H. **"Key Personnel"** means the position or positions that are specifically designated as such in this **Exhibit A**.

I. "Kuba" means Kuba ApS.

J. "**Licensor**" means Kuba . Kuba may also be referred to as "Kuba" throughout this Agreement.

K. **"Other Personnel"** means individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.

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L. "Service Provider" means a third party engaged by DART or a contractor of DART to convert credit card numbers of Users to encrypted digital representations ("Tokens").

M. "**System**" means the mobile ticketing application, the software, and the Back Office related to GoPass and any Upgrades made available hereunder to CDOT by DART.

N. "Token" means unique identification symbols that identify a credit card number of a User (defined below).

O. "**Upgrades**" means all updates, upgrades, bug fixes, error corrections, enhancements and any other modifications to the System and backup copies of the related software.

P. "**Use**" or "**Using**" means to download, install, activate, access, or otherwise use the System.

Q. "User" means a customer of one of the Parties that purchases a product or services from that Party on the mobile ticketing platform.

2. PROJECT OVERVIEW

This Contract is for the development and maintain of a customized App to make mobile fare payment accessible to passengers of the Bustang Interregional Bus service. Dart has a contractual relationship with Kuba ("Kuba"). DART maintains, develops and hosts the GoPass App System and provides support services as defined in the Exhibit F, Service Level Agreement ("SLA"), through its contract with Kuba. CDOT desires, under the terms of this Agreement to access and utilize the System. DART shall develop and maintain a customized ("white label") GoPass App to make mobile fare payment accessible to passengers of the Bustang Interregional Bus service. Work will primarily be performed outside of the State of Colorado but within the continental United States.

3. PROJECT DELIVERABLES

Contractor shall produce the following Deliverables for the project:

Deliverable	Estimated Delivery Date
1. GoPass white label App setup and implementation, including all "Standard Features" as detailed in Exhibit E, App Features	90 days after Contract Execution Date
2. GoPass white label App licensing, hosting, support, and maintenance	Ongoing
3. Premium Service Level Agreement (SLA) Support	Ongoing
4. Affiliate Partner Program Self-Enrollment	Ongoing, beginning 90 days after Contract Execution Date

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5. GoPass Customer-Facing Website setup and implementation	90 days after Contract Execution Date
6. GoPass Customer-Facing Website licensing, hosting, support, and maintenance	Ongoing, beginning 90 days after Contract Execution Date
7. Incomm Retail Integration setup and implementation	90 days after Contract Execution Date
8. Incomm Retail Integration licensing, hosting, support, and maintenance	Ongoing, beginning 90 days after Contract Execution Date

4. DART'S GENERAL RESPONSIBILITIES

A. DART shall work cooperatively with CDOT staff and, if applicable, the staff of other State contractors to ensure the completion of the Work identified in this Exhibit A. CDOT may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of CDOT's responsibilities. In the event of a conflict between Contractor and any other State contractor, CDOT will resolve the conflict, and DART shall abide by the resolution provided by CDOT.

B. DART shall produce an App that includes all "Standard Features" and selected "Optional Features & On-Demand Work" as detailed in Exhibit E [App Features]. Specific "Optional Features & On-Demand Work" items shall be included in the App PER list in this Exhibit A Section 8.C [Project Budget].

C. DART shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract. DART shall provide CDOT with a final list of all Key Personnel and Other Personnel assigned to the Contract and appropriate contact information for those individuals. DART shall not voluntarily change individuals in Key Personnel positions without the prior written approval of CDOT. DART shall supply CDOT with the name, resume, and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved in writing by CDOT. DART shall designate qualified people to hold the following Key Personnel position(s):

    - Project Manager

D. DART shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with CDOT during CDOT's normal business hours, as determined by CDOT. DART shall also make these personnel available outside of CDOT's normal business hours and on weekends with prior notice from CDOT.

E. **Communication**. DART shall identify a project representative to coordinate all communication with CDOT regarding this Agreement. CDOT shall not communicate with DART's licensors with regard to this Agreement or with regard to changes or additional features of the System, unless expressly agreed to in advance by DART. Notwithstanding the foregoing, reference is made to Exhibit F [Service Level

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Agreement], attached hereto and incorporated herein for all purposes, which is executed by DART and which sets out services to be provided to CDOT by DART, either directly or via a Subcontractor(s).

F. **Tickets**. DART shall incorporate or cause to be incorporated, CDOT ticket types, pricing, logo and service marks into the App and make the CDOT tickets available for sale to the public in the App. DART reserves the right to exclude any ticket type and shall provide notice of such exclusion to CDOT.

G. **Refunds**. As part of resolving customer complaints, DART may make refunds to CDOT customers. Refunds shall only be made by DART for tickets that have not been activated and where the refund amount is $45.00 or less. This amount may be changed by written, mutual agreement of the Parties and without the need to amend this Agreement. Any other refunds to CDOT customers shall require the prior, written approval of CDOT. Refunds by DART shall be processed electronically with CDOT funds accessed through the Back Office.

H. **Back Office**. DART shall provide or cause to be provided to CDOT a portal to a portion of the Back Office to access CDOT data. CDOT data shall be available in the Back Office for at least eighteen (18) months from the date of the transaction.

I. **App Stores**. DART shall be responsible for posting the App to the appropriate App stores and for keeping the App current, as DART determines to be necessary, at no charge to CDOT.

J. DART will provide commercially reasonable efforts to:

   i. cause the System to be delivered to CDOT without disruption to functionality, and

   ii. to cooperatively resolve any issues either or both Parties may have with any Subcontractor(s) or each other.

5. CDOT'S GENERAL RESPONSIBILITIES

A. CDOT shall not, and will not authorize a third party to:

   i. Transfer, sublicense, or assign CDOT's rights under this license to any other person or entity, unless expressly authorized by DART in advance in writing;

   ii. Modify, adapt or create derivative works of the System software or Documentation;

   iii. Reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the System;

   iv. Make the functionality of the System or System software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by DART in advance in writing;

   v. Use System software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by DART in advance in writing;

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vi. Remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the System; or

vii. Take or permit any act that would in any way impair the rights of DART in the System.

B. **Communication**. CDOT shall identify a project representative to coordinate all communication with DART regarding this Agreement.

C. **Back Office**. To the extent currently available, and as may be further available during the Term of this Agreement, CDOT shall be responsible for modifying CDOT's user interfaces that are available for sale in the App using tools available in the Back Office. It shall be CDOT's responsibility to ensure that the data entered is accurate, either by direct data entry when available to CDOT, or by consistent and diligent review when direct data entry is not available to CDOT. DART assumes no responsibility for the accuracy of CDOT's data.

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

E. The prices, rates, materials and methods specified shall be monitored by CDOT to minimize the initial and long-term costs to the State of Colorado. The CDOT Project Manager must approve non-typical materials and methods recommended by Contractor.

6. DELIVERABLE ACCEPTANCE PROCESS.

Each Deliverable shall follow the Deliverable submission process as follows:

A. Contractor shall submit each Deliverable to CDOT for review and approval.

B. CDOT will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all requested changes within five (5) Business Days following CDOT's direction to make the change unless CDOT provides a longer period in writing.

C. Once CDOT has received an acceptable version of the Deliverable, including all changes directed by CDOT, CDOT will notify Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to CDOT's notice to the Contractor of its acceptance of that Deliverable.

7. PAYMENT PROCESS

Contractor shall invoice CDOT on a monthly basis, by the fifteenth (15^{th}) Business Day of the month following the month for which the invoice covers. Contractor shall not invoice CDOT for a month prior to the last day of that month. Contractor shall provide backup documentation supporting all charges listed on each invoice at the request of CDOT. Contractor shall submit invoices to the following address:

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CDOT Division of Transit & Rail
ATTN: Ben Gellman
2829 W Howard Pl
Denver, CO 80204

8. PROJECT BUDGET

Contractor shall complete the work identified in this Exhibit A based on the following budget:

A. **Initial Term (Year 1) Budget*:**

Item Description**	Quantity	Total Cost
1. GoPass white-label app setup	1	$64,000.00
2. GoPass white-label app service agreement (includes Platform license, maintenance, hosting, support, and standard SLA fee)	1	$66,000.00
3. Premium Service Level Agreement (SLA) Enhanced Support Annual Fee	1	$6,000.00
4. Incomm Payments (cash-to-digital) integration Activation	1	$4,000.00
5. Incomm Payments (cash-to-digital) Integration Annual Fee	1	$2,000.00
6. Affiliate Partner Program (Self-enrollment) Activation	1	$12,000.00
7. Affiliate Partner Program (Self-enrollment) Annual Fee	1	$10,000.00
8. GoPass Customer-Facing Website Activation	1	$15,000.00
9. GoPass Customer-Facing Website Annual License	1	$10,000.00
10. Revenue Share Fee (2% of App Revenue)	1	$78,084.84
Total		**$267,084.84**

*The above project budget includes all fees, costs, and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges, and other expenses

**All other costs shall be invoiced and reimbursable at Actual Cost, not to exceed the estimated costs shown in the Other Costs table above.

B. **Total Initial Term (Year 1) Project Cost***: $267,084.84**

***The above project budget includes all fees, costs, and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement,

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mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges, and other expenses.

C. **Pricing for Optional Features:** The items listed below may be added to any term for the following set fees. Detailed descriptions of Optional Features are provided in Exhibit E - App Features.

i. **Micro transit / On-Demand Operational Support.**
   a. Activation and Setup of Zones Fee: $15,000.00 (one-time fee per Agency added) The Fee for Activation and Setup of Zones assumes configuration of a standard on-demand solution with Spare, Via Transportation, or RideCo, utilizing the functionalities already available in the Platform and without the need for any extra development. The price includes up to 50 hours of configuration work.
   b. Maintenance Cost for On-Demand Service Integration: $12,000.00 (annual fee per agency added)

ii. Elerts “See Something” SDK Integration.
   a. Activation fee: $5,000.00 (one-time fee)
   b. Annual service fee: $2,400.00

iii. Trip Planner Website Tool.
   a. Activation fee: $24,000.00
   b. Annual service fee: $12,000.00

iv. Additional Language Translations. $6,000.00 per additional language translation.

v. Additional Work On-Demand fee: $200.00 per hour

vi. Genfare Barcode Integration:
   a. Activation fee: $20,000.00 (one-time fee)
   b. Annual service fee: $15,000.00

vii. Events, Points of Interest, and Ticket Sales.
   a. Activation fee: $16,000.00 (one-time fee)
   b. Annual service fee: $12,000.00

viii. Paratransit Integration.
   a. Activation fee: $15,000.00 (one-time fee)
   b. Annual service fee: $12,000.00

ix. Adding a Multi-Tenant Agency to GoPass White Label App. The setup and annual hosting fees in this subsection are based on the overall size of an Agency, using newest available total passenger fare data from the National Transit Database (NTD). The prices in this subsection are for a “Small Agency” with up to one million dollars ($1,000,000.00) in total passenger paid fares only, and subject to change based on Agency size. Annual operational fees

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and charges are subject to change should the multi-tenant specifications require a larger cloud hosting platform to support the new tenants.

a. Activation fee: $35,000.00 per Agency (one-time fee)
b. Annual service fee: $48,000.00 per Agency

9. LICENSE, CONDITIONS, AND OWNERSHIP.

A. Subject to payment of the License Fees set forth in this Exhibit A, attached hereto and incorporated herein for all purposes, as well as compliance with this Agreement, DART grants CDOT a limited, non-exclusive, non-sublicensable, and non-transferable license to Use the System as set forth herein and solely for CDOT's internal operations, in accordance with the Documentation, and within CDOT's existing service area. CDOT is solely responsible for the consequences of CDOT's Use including, without limitation, obtaining any, and all permits, licenses and other regulatory or other approvals required for such Use. To the extent applicable by law and without waiver to CDOT's governmental immunity, CDOT hereby accepts all responsibility for such Use at CDOT's sole risk. The System software provided to CDOT hereunder may contain open-source software, subject to separate license terms made available with the software or Documentation.

B. CDOT's license is valid solely for the Term or period of time specified in Section 2 of the main body of this Contract hereof. CDOT's right to Use the System software begins on the date the software is made available to CDOT for download or installation and continues until the end of the Term set forth below, unless otherwise terminated earlier under this Agreement or otherwise

C. CDOT is solely responsible for:
   i. Selecting the appropriate software and equipment for use in CDOT's operations;
   ii. Properly installing and configuring any System software provided under this Agreement;
   iii. Testing the Application to verify that, when used separately or as part of CDOT's operations, the Application and the System software provided operate as intended and according to the Documentation; and
   iv. Ensuring that the System and software provided meets CDOT's requirements. To the extent applicable by law and without waiver to CDOT's governmental immunity, CDOT assumes all risks arising from its evaluation of the System, related software and Documentation.

D. The license granted hereunder is conditioned upon CDOT's payment to DART when due of the then-current one-time and recurring fees (individually, a "Fee" and collectively "Fees") as well as any other applicable fees (all Fees dues hereunder, collectively "License Fees") for the license granted herein, as set forth in this Exhibit A

E. Upon termination of the SLA for the software provided, and in the absence of an alternate written agreement for maintenance services for the software, this Agreement will automatically terminate, DART and its Licensor shall have no further obligation to deliver maintenance services, and CDOT shall have no further right to Use the System in any way. DART shall provide CDOT written notice within 30 days prior to termination of the SLA. CDOT acknowledges that its Use of any System

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software not permitted hereunder violates the terms of this Agreement and is deemed to infringe the rights of DART, Licensor, and any third parties with rights in and to the System.

F. DART and/or Licensor retain interests in all intellectual property rights in and to the System, including copies, improvements, enhancements, derivative works and modifications of the related software. CDOT's right to use such software is limited to those expressly granted by this Agreement. No other rights with respect to the System or any related intellectual property rights (including logos or marks) are granted or implied. CDOT hereby covenants that it will not challenge DART's or Subcontractor(s)'s rights to or ownership of the System (including derivatives and improvements), any DART, DART Subcontractor, or GoPass entity trade name, trademark, trade device, logo, symbol or code and the goodwill associated therewith, and related intellectual property rights, or directly or indirectly, assert any rights with respect to any of the foregoing inconsistent with DART's interests thereto or do or suffer to be done any other act or thing that might in any way impair the rights of DART or Subcontractor(s) in and to any of the foregoing.

10. WARRANTY

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

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

11. UPGRADES AND ADDITIONAL COPIES OF SOFTWARE.

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

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A. already holds a valid license for the original version of the relevant System software, is in compliance with such license, and has paid DART the applicable License Fee for the Upgrade;

B. limits CDOT's Use of Upgrades or copies to Use on devices CDOT owns or leases; and

C. unless otherwise provided in the Documentation, makes and Uses additional copies solely for backup purposes, and which backup is limited to archiving for restoration purposes.

12. TOKEN SHARING AGREEMENT

A. Sharing of tokens
   i. When a User registers itself with one of the Parties on the mobile ticketing platform the User registers a credit card. The credit card information will be sent to a service provider who will provide with a Token to be used for future transactions with the User.
   ii. A Token may be shared between Parties or with DART Subcontractor(s).
   iii. The Parties will not receive any payment for sharing Tokens.

B. Rights in data
   i. This Token Sharing Agreement ("Agreement") shall not be deemed in any way grant to any Party any property or other rights to any Token that was received or shared by that Party with the other Party or with a third party.
   ii. Upon termination of this Agreement, the Parties shall delete any and all Tokens and records of Tokens from storage and use and the Parties shall no longer be entitled to use such Tokens for any purpose.

13. SERVICE LEVEL AGREEMENT

Terms for the Service Level Agreement ("SLA") are included in Exhibit F. DART has certain responsibilities for performing troubleshooting activities and support for CDOT as detailed in Exhibit F, either directly or via Subcontractor(s). DART is solely responsible for maintaining GoPass service availability and responsible for any availability penalties in accordance with Exhibit F Section 3.C.i (Table 4). Notwithstanding the foregoing, certain service incidents shall be reported to DART as set out in Exhibit F.

14. REGISTERED TRADEMARKS

CDOT acknowledges that "DART", the DART logo and "GoPass" are trademarks or registered trademarks of DART and/or its affiliates in the U.S. and other countries. Third party trademarks mentioned are the property of their respective owners and no rights relative thereto are granted, unless specifically set forth herein.

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EXHIBIT B, SAMPLE OPTION LETTER

State Agency
Insert Department's or IHE's Full Legal Name

Contractor
Insert Contractor's Full Legal Name

Option Letter Number
Insert the Option Number (e.g. "1" for the first option)

Original Contract Number
Insert CMS number or Other Contract Number of the Original Contract

Option Contract Number
Insert CMS number or Other Contract Number of this Option

Contract Performance Beginning Date
Month Day, Year

Current Contract Expiration Date
Month Day, Year

Current Contract Maximum Amount
Initial Term
State Fiscal Year 20xx: $0.00
Extension Terms
State Fiscal Year 20xx: $0.00
State Fiscal Year 20xx: $0.00
State Fiscal Year 20xx: $0.00
State Fiscal Year 20xx: $0.00
Total for All State Fiscal Years: $0.00

1. OPTIONS:

A. Option to extend for an Extension Term/ End of Term Extension

B. Option to change the quantity of Goods under the Contract

C. Option to change the quantity of Services under the Contract

2. REQUIRED PROVISIONS:

A. For use with Option 1(A):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

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3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
INSERT: Name of Agency or IHE
INSERT: Name & Title of Head of Agency or IHE

_____
By: Name & Title of Person Signing for Agency or IHE

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Option Effective Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate.

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EXHIBIT C-PII CERTIFICATION

STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, the Signatory, on behalf of the Signatory's Organization (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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EXHIBIT D, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the "Exhibit") is an essential part of the agreement between the State and Contractor as described in the Contract to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to "Contract" shall include this Exhibit.

1. PROTECTION OF SYSTEM DATA

i. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

ii. The terms of this Exhibit shall apply to the extent that Contractor's obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:

  i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;

  ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and

  iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.

iii. Contractor shall, and shall cause its Subcontractors to meet all of the following:

  i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.

  ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and

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network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.

iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").

vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies

iv. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.

v. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.

i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

i. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes

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of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.

ii. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.

iii. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.

i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.

ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.

iv. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

3. DELIVERY AND ACCEPTANCE

i. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract

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results.

ii. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.

iii. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

4. WARRANTY

i. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.

ii. Upon notice during the warranty term of any defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:

  i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or

iii. Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably

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necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.

iv. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

i. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:

i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies

ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:

a. Health Information Portability and Accountability Act (HIPAA)

b. IRS Publication 1075

c. Payment Card Industry Data Security Standard (PCI-DSS)

d. FBI Criminal Justice Information Service Security Addendum

e. CMS Minimum Acceptable Risk Standards for Exchanges

f. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration

ii. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to

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ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.

iii. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:

i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or

ii. The performance of security audit and penetration tests, as requested by OIS.

iv. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

6. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

i. To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.

ii. Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable

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license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.

iii. If upon receipt of the State's Audit Certification, the Parties reasonably determine that: (i) the State's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract ("Overuse") and (ii) the State would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

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EXHIBIT E, APP FEATURES

1. Standard Features

A. **Trip Planning - Journeys, Routes, Stops**
A user has the ability to plan a journey, view a route or stop time table in real-time from their current location to a saved or searched location and by departure or arrival date and time. The results provide real-time journeys to select and guide the user along from point A to point B.

B. **Buy Passes - Regional – Local Fare Structures**
A user has the ability to purchase and activate passes directly in the App using credit card, debit card or Apple and Android payment options. CDOT can structure its passes regionally and/or locally with other agencies that are tenants on the GoPass.

C. **GoPass Wallet**
The wallet displays current, expired and purchase history for a user. If the user is registered with a partner affiliate, their pass will be located in their wallet. Additionally, a user can add funds directly with digital payment options. A user can add funds to their wallet if CDOT opts into the Incomm retail network for riders to be able take their cash and load their GoPass accounts in their wallets (See Exhibit E Section 2.I - Incomm Retail Integration - for more information).

D. **Rider Alerts**
CDOT will be able to push system-wide service alerts that will display upon logon and be read from the Home screen for any or all tenant agencies publishing alerts.

E. **Affiliate Partner Program – Standard**
Enables CDOT to provide a flexible affiliate partner pass program to any institution in their service area like a school, university, corporation or other organization with the ability to enroll eligible participants to receive discounted or paid passes through a backend .csv file upload process.

F. **Events & Points of Interest – Standard**
The standard Events module allows CDOT to add, update and delete events through the GoPass back-office admin portal. Events are local to the CDOT white-label App and are shown only to their riders. There is the ability to make them regional if other local agencies are tenants on the platform. CDOT and tenant Agencies are able to designate events as points of interest or POIs based on location to the end user, which will display within the travel planning feature when a user is nearby based on their GPS location. CDOT and tenant Agencies can mark events as featured, which identifies them as ones to show in the GoPass home screen and main map view of the travel tools website.

i. Events consist of:
    a. Status (Inactive, Active)

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b. Feature flag
c. Regional flag
d. Title
e. Description
f. Main image
g. Thumbnail image
h. Publish start date
i. Event start date
j. Event end date
k. External web link
l. GPS Location
m. Address text
n. Deep link URL

ii. Actions on an event:
a. Take there - launches trip planner
b. Open external web link - launches device web browser
c. Share event deep link URL - launches device share functionality

2. Optional Features and On-Demand Work

Optional Features and On-Demand Work are included as features in the CDOT white label App if the Quantity shown in Exhibit A, Section 30 "Project Budget" is greater than zero (0) for the current Contract term.

A. **Microtransit / On-Demand Features**.

i. GoPass has integrated Microtransit and Paratransit services through a combined solution created with third party vendors Spare Labs, Via Transportation, and RideCo to-date. In configurations facilitated through GoPass, riders will request a ride through the GoPass App, which will dispatch estimates and bookings to the scheduling platforms of either Spare, Via Transportation or RideCo.

ii. This model is inherently flexible across multiple vehicle operator vendors. Vendors's scheduling system supports both dedicated vehicles where riders can be aggregated and dispatched on-demand or through advanced bookings to a fleet of vehicles which are providing dedicated trips. But also, with non- dedicated vehicles where the Spare, Via Transportion, RideCo scheduling system offers riders to drivers who then can accept the trip based on their availability, perfect for taxis or TNCs.

iii. If CDOT wishes to exercise the brokerage-based Microtransit / On-Demand option, CDOT will need to setup a relationship directly with Spare, Via Transportation, or RideCo. The fees detailed herein apply only to the activation of this service and accessibility for booking of trips through the GoPass Mobile platform, not the licensing, support, and operation of the services provided by Spare, Via Transportation, or RideCo. These services must be separately contracted from the providers.

iv. The Fee for Activation and Setup of Zones assumes configuration of a standard on-demand solution with Spare, Via Transportation, or RideCo, utilizing the functionalities already available in the Platform and without

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the need for any extra development. The price includes up to 50 hours of configuration work.

v. The fees for this Optional Feature apply separately from fees incurred by Spare, Via Transportation, and RideCo for the operation of services.
vi. Fees for this Optional Feature will only begin once CDOT's On-Demand integration to GoPass is completed and activated.
vii. Subsequent zone setup and Zone configuration will be offered free of charge.
viii. The addition of new operators to this model is also offered free of charge.
ix. If any deviation from the current scope of activities for Microtransit is incurred, then additional costs may be incurred.

B. **Premium SLA Enhanced Support**
Premium SLA Enhanced Support features are detailed in Exhibit F, Service Level Agreement.

C. **Affiliate Partner Program – Self-Enrollment**
CDOT can enable a self-enrollment feature that provides affiliate partners the ability to allow eligible users to self-enroll into CDOT's transit pass programs.

D. **Elerts See Something SDK Integration**. GoPass offers a deep integration of the "See Something App" capabilities offered by Elerts Corp. into the GoPass App. We are pleased to offer these capabilities to other Agencies who are utilizing the GoPass platform and have an independent relationship with Elerts.
i. CDOT must independently procure services from Elerts before DART can subsequently enable this service, as DART would only be responsible for activating your CDOT's Elerts subscription within the GoPass Mobile App.

E. **Trip Planning Website Tool**
To support riders with CDOT-led real-time data and fully integrated multi-modal trip planning results (including On-Demand services), DART has developed a Trip Planning web tool that may be integrated to the CDOT website. This tool valuable for driving engagement with CDOT's digital channels, supporting customer service activities, and also driving adoption of the GoPass mobile ticketing platform. An example of DART's trip planning tool is located at dart.mygopass.org and may be used to sample trip planning within the DART service area. This tool may be integrated to CDOT's site in multiple ways and DART will support during the implementation and any future updates.
i. To test trip planning including the GoLink on-demand functionality, try a trip with the following parameters.
    a. Origin: Rowlett Wet Zone, Main Street, Rowlett. Destination: Akard Station, Dallas.
    b. This will originate a trip from an on-demand GoLink Zone, link to Rail, and then on to downtown.

F. **GoPass Customer Facing Website**

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The GoPass Customer Facing Website enables riders to login to their account, add funds, manage tickets and perform other support functions related to their GoPass account. An example of the GoPass website is the website created for Tulsa Transit at tulsatransit.mygopass.org/home. The Website is multi-lingual, and CDOT's agency branding (logos and colors) can be integrated to the custom site.

G. **Genfare Barcode Integration**
The GoPass can support Genfare barcodes/QR codes to be displayed and validated at Genfare fareboxes. This feature assumes that CDOT acquires the Genfare Mobile Link and supporting fareboxes from Genfare and that Genfare will create and provide all credentials and product mappings.

H. **Events, Points of Interest, and Ticket Sales**
CDOT can enable the ability to sell third-party tickets to the events listed as a Points of Interest making events more visible to riders. The app will check if a featured or nearby event has an event ticket attached to it and if it has it will differentiate from the rest of the tickets by having a special ticket icon displayed within the event image. Additionally, the event will have a "Buy Event ticket' button that would lead them into a view that would display event tickets available to purchase that are connected to the selected event. Once a user has purchased their event ticket, it will be in their GoPass Wallet.

I. **Incomm Retail Integration**
GoPass is fully integrated with Incomm's cash retail network so riders can find a retail outlet nearby and add cash to their GoPass wallet for immediate use. Each user has a unique barcode that represents their GoPass wallet and is shown to the cashier at the retailer to perform the cash load and is shown the minimum and maximum allowable load amounts along with instructions for using the service. Incomm charges a 5% transaction fee that will be passed along to CDOT.

J. **Paratransit Integration**
The GoPass platform is capable of planning, booking and routing eligible riders' trips with one of three integration microtransit providers, RideCo. This allows CDOT to manage both microtransit and paratransit within GoPass. The paratransit eligible rider has the ability to book based on their mobility needs such as a wheelchair or additional passenger. The payment can be made within the GoPass Wallet or through other external options deemed by CDOT. Additionally, support is a touch away as the rider will be able to quickly call CDOT's customer service support directly within the booking process as needed.

K. **Adding a Multi-Tenant Agency to GoPass White Label App**.
Because CDOT has opted for a GoPass white-label App version, CDOT has the option of adding other regional and/or state agencies as tenants onto the white-label App version. The cost to add a new Agency is based on a one-time setup fee and annual hosting costs. Additionally, the tenant Agency can choose to add optional features based on its needs at the cost provided to the tenant Agency by

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the GoPass team. Annual operational fees and charges are subject to change should the multi-tenant specifications require a larger cloud hosting platform to support the new tenants.

L. **Additional Work Fees on On-Demand Basis**
Should CDOT require additional development in support of their objectives, this work can be obtained from DART or its Subcontractor(s) with DART's permission and coordination at the rates defined in Exhibit A, Section 8.C - Project Budget. Additional work includes services such as Testing, Program Management, Training Development, Project Management, Field Technician Services, Software and System Engineering, and Project Engineering.

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EXHIBIT F, SERVICE LEVEL AGREEMENT ("SLA")

1. PURPOSE

A. This Exhibit F represents a Service Level Agreement ("SLA") between Dallas Area Rapid Transit ("DART") and CDOT for IT services required to support and sustain the System as provided to CDOT.
B. DART and DART Subcontractor(s) are collectively referred to as "Vendor" in this SLA.
C. Vendor is solely responsible for GoPass service availability and for any availability penalties in accordance with Exhibit F Section 3.C.i (Table 4).
D. This Agreement remains in effect until superseded by a revised agreement mutually endorsed by DART and CDOT or terminated as set forth herein. This Agreement is coterminous with this Intergovernmental Agreement (the "IGA") between DART and CDOT dated of even date herewith.

2. SERVICE LEVELS

A. Vendor offers two (2) service levels as specified below. For the avoidance of doubt all times referred to in this SLA are cited as CST/CDT (US Central Standard Time/US Central Daylight Time), whichever one is applicable for CDOT from time to time, unless otherwise specified.
B. Table 1. Service Levels.

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

i. CDOT will be provided "Premium" service level if the "Premium Service Level Agreement (SLA) Enhanced Support Annual Fee" item in the Project Budget section of Exhibit A Section 8 has a Quantity of 1 with an annual cost of $6,000.00.
ii. Vendor's business hours are 09.00 to 17.00 Monday through Friday (CST/CDT), excluding US public holidays, December 24, and December 31. Business days are Monday through Friday, excluding US public holidays and 12/24 and 12/31.

3. HOSTED BACK-END SERVICE AVAILABILITY

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

i. Table 2. Uptime:

Service Level	Agreed Availability	Period
Standard	≥ 99.50%	Per quarter
Premium	≥ 99.90%	Per quarter

a. **Availability Calculation** - Service Availability is measured in percentages and calculated as follows:
Service Availability (%) = (Agreed Service Time minus Downtime)/(Agreed Service Time) x 100

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

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

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

i. Table 3. Service Windows:

Service Level	Service Windows

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

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

C. **Availability Penalty**. If system availability fails to comply with the applicable service level, CDOT will be compensated by Vendor as set forth in Table 4. This compensation will appear in the monthly invoice to CDOT.

i. Table 4. Availability penalty.

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

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

4. INCIDENT MANAGEMENT

Vendor will remedy reported incidents in accordance with the guidelines set forth in this SLA agreement.

A. **P1 incidents within DART business hours:** Within DART business hours, all P1 incidents must be reported to DART as set forth below:
   i. Report by email to GOPASS@dart.org
   ii. Report by phone to (214) 907-3905

B. **P1 incidents outside DART business hours:** Outside DART business hours, all P1 incidents must be reported by phone to (855) 631-8909

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

Docusign Envelope ID: 0338EE9A-0781-4374-8F55-432694B0C052

i. Report by email to GOPASS@dart.org
ii. Report by phone to (214) 907-3905

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

i. Table 5a. Incident severity definitions

Severity category	Description
Critical	Complete loss of service or functionality with critical impact to business services, i.e. significant loss of revenue, customer service, production, corporate reputation or financial control.
High	Loss of service or functionality, which will degrade parts of the business services. Instability, large delays and periodic influences of the user experience.
Normal	Service partly degraded or parts of the Customer's whole service not available.
Low	Issues in a redundant element or incidents not critical for the business services.

ii. Table 5b. Incident impact definitions

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

iii. Table 5c. Incident priority definitions

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

E. **Incident Reaction Times**. Troubleshooting begins as stated in Table 6a and Table 6b.

i. Table 6a. Time specification for troubleshooting of incidents

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

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

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

F. **End-User Client App Bugs.** Vendor is not obligated to fix bugs on devices not running the latest OS release or the two (2) latest, major releases. Nor is Vendor obligated to fix bugs for client apps not using the latest app version. Troubleshooting will take place within the timeframes stated in Table 7. The reaction time is calculated from the time the incident is reported by e-mail until the first reply has been made to the Customer by e-mail or phone.

i. Table 7. Troubleshooting service level windows vs. incident categories

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

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5. TECHNICAL SUPPORT INQUIRIES

A. In addition to reporting incidents and bugs as per above, CDOT may make a number of cost-free support inquiries to DART (questions or requests for assistance per month) by sending an email to GOPASS@dart.org
   i. Table 8. Technical support inquiries

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

   ii. Assistance over and above the amount in Table 8 will be invoiced in accordance with the support rates per initiated hour specified in the Project Budget within Exhibit A, Section 8 Statement of Work. CDOT will not be invoiced for any time spent unless CDOT has been informed in advance.

6. REPORTING

A. For Premium level, CDOT shall receive reports on a quarterly basis, recognized as 1st quarter, 2nd quarter, 3rd quarter and 4th quarter of the calendar year the following month. The report is based on data from the internal monitoring systems and other internal data sources. The report includes the following data:
   i. Service availability
   ii. Overview of bug reports and inquiries processed in DART's service desk with open and closed status.

7. HOSTING

A. To ensure all data is stored and processed in the US as well as to ensure a flexible and scalable solution for future growth, the backend services are located in Public Cloud environment at Amazon Web Service in USA.
B. Vendor may decide to use a variety of services from our Public cloud provider to accommodate the agreed uptime and security level and data protection.
C. Both Vendor's Production and Staging environment will be located at the public cloud environment. Other environments, e.g. test setup, may be located at Vendor's Public cloud environment in Europe. No person related data will be transferred to these environments. Only some maintenance and administration tools may be used from Vendor's Private cloud environment in the European Union.

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8. CDOT'S SECURITY OBLIGATIONS

A. CDOT's conduct may affect the operation of the systems. In order to guard against unauthorized access to the CDOT's information and operation, services are protected by an access control function. This is predominately based on the use of a user ID and associated passwords where the passwords are known only by the user. A prerequisite for this protection to be effective is that, CDOT contributes to maintaining this. All parties to include Vendor and CDOT undertake to inform one another of any irregularities of which they may become aware concerning data security, including any attempts to misuse or ascertained misuse of user ID and/or passwords.
B. CDOT and DART are obliged to follow all third party safety precautions and rules, preconditioned that the CDOT is or should be familiar with the fact that third party components or services are used by the system. CDOT is required to follow obligations under Colorado and Federal law with respect to PII and sensitive personal information.
C. If the CDOT's security obligations are not fulfilled, Vendor's SLA obligations will become void.

Agenda Report

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

DATE: June 9, 2026

SUBJECT: Approval of Contract for Everpure Enterprise Storage Maintenance

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

- Everpure's enterprise storage hardware underpins all DART technology, supporting operational and administrative functions, including systems such as Trapeze, TransitMaster Computer-Aided Dispatch/Automated Vehicle Location (CAD/AVL), Lawson, Genetec, and DART Police applications.
- Maintenance of this hardware is essential to sustaining DART's operational readiness and preserving the agency's state of good repair.
- This contract combines maintenance of all DART's Everpure enterprise storage hardware, previously spread across several contracts, into a single five-year agreement, ensuring continued access to security patches, non-disruptive upgrades, technical support, and hardware/software improvements as they become available.
- Approval of this contract supports Agency Strategic Goal 1: Empowered Agency – Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.

PROCUREMENT CONSIDERATIONS

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

VENDOR DEMOGRAPHICS

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

LEGAL CONSIDERATIONS

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

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
Cooperative DIR Contract No. DIR-CPO-5400
DART Contract No. C-2097341-01

Contract Information

A. Description: Pure Storage Support

B. Contractor: Presidio Networked Solutions Group, LLC

C. Contract Number: C-2097341-01

D. Contract Amount: NTE $2,937,248

E. Contract Type: Indefinite Delivery/Indefinite Quantity (IDIQ)/Firm Fixed Price

F. Performance Period/Term of Contract: July 17, 2026 through September 24, 2031

G. Options Available: N/A

H. Funding Source: Local

I. Price Considerations: Pricing is considered fair and reasonable per the independent cost estimate and the State of Texas DIR Contract No. DIR-CPO-5400.

J. Determination of Responsibility: N/A

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

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

K. Determinations Required: N/A

Determination and Recommendation

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

Attachment 2

Approval of Contract for Everpure Enterprise Storage Maintenance

SBE Considerations

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Everpure Enterprise Storage Maintenance

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

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

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

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

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

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

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

Approval of Contract for Everpure Enterprise Storage Maintenance

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

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

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

Agenda Report

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

DATE: June 9, 2026

SUBJECT: Approval of Contract for IBM Product Suite Maintenance

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

- The purpose of this contract is to continue maintenance and software support for the DART IBM product suite.
- IBM's product suite includes IBM InfoSphere DataStage, IBM Planning Analytics, and IBM SPSS Statistics, all of which play critical roles in DART's daily operations.
- DART uses InfoSphere DataStage to facilitate a secure, highly available data exchange between cloud and on-premise enterprise applications, including Lawson, Enterprise Asset Management, Trapeze, Enterprise Project Management, and Workday.
- Finance uses Planning Analytics for enterprise budgeting, forecasting, and financial analysis.
- SPSS Statistics is a powerful statistical analysis tool used across the agency to analyze complex datasets and create reports.
- This contract supports Agency Strategic Goal 1: Empowered Agency – Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.

PROCUREMENT CONSIDERATIONS

- DART is using an approved cooperative agreement.
- This will be a firm-fixed price contract for a term of three years.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

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

LEGAL CONSIDERATIONS

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

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
Cooperative Contract **No.** DIR-CPO-5227
DART Contract No. C-2098118-01

Contract Information

A. Description: IBM Product Suite Maintenance

B. Contractor: DeSpain and Associates, Inc. dba DAI Source

C. Contract Number: C-2098118-01

D. Contract Amount: $817,936

E. Contract Type: Firm-Fixed Price

F. Performance Period/Term of Contract: Three years (10/01/26 – 9/30/29)

G. Options Available: N/A

H. Funding Source: Local

I. Price Considerations: The Texas Department of Information Resources (DIR) contracts for IT goods and services were competitively awarded. The prices offered for these goods and services are based on the State of Texas DIR contract number DIR-CPO-5227 and are considered fair and reasonable.

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

K. Determinations Required: None

Determination and Recommendation

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

Approval of Contract for IBM Product Suite Maintenance

SBE Considerations

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for IBM Product Suite Maintenance

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

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

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

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

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

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

Approval of Contract for IBM Product Suite Maintenance

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

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

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

Agenda Report

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

DATE: June 9, 2026

SUBJECT: Approval of Contract for Erwin Data Modeler Maintenance

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

- The purpose of this contract is to continue maintenance and software support for DART's data modeling tool, Erwin, developed by Quest Software.
- Erwin is the primary data modeling tool DART uses to design databases and visualize how agency data relates. It is the foundation for data integrity, ensuring that the data feeding into dashboards and reports guiding critical daily operations is well-structured and trustworthy.
- This contract supports Agency Strategic Goal 1: Empowered Agency – Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.

PROCUREMENT CONSIDERATIONS

- DART is using an approved cooperative agreement.
- This will be a firm-fixed price contract for a term of three years.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

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

LEGAL CONSIDERATIONS

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

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
Cooperative Contract **No.** DIR-CPO-5241
DART Contract No. C-2098119-01

Contract Information

A. Description: Erwin Data Modeler Maintenance

B. Contractor: SHI Government Solutions

C. Contract Number: C-2098119-01

D. Contract Amount: $512,462

E. Contract Type: Firm-Fixed Price

F. Performance Period/Term of Contract: Three years (7/29/26 – 7/28/29)

G. Options Available: N/A

H. Funding Source: Local

I. Price Considerations: The Texas Department of Information Resources (DIR) contracts for IT goods and services were competitively awarded. The prices offered for these goods and services are based on the State of Texas DIR contract number DIR-CPO-5241 and are considered fair and reasonable.

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

K. Determinations Required: None

Determination and Recommendation

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

Attachment 2

Approval of Contract for Erwin Data Modeler Maintenance

SBE Considerations

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Erwin Data Modeler Maintenance

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

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

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

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

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

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

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

Approval of Contract for Erwin Data Modeler Maintenance

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

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

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

Agenda Report

Attachment:	Voting Requirements:
1. Shuttle Map	Majority

DATE: June 9, 2026

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

- Approval of this agreement will assist DART in achieving Agency Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind.
- On April 14, 1998 (Resolution No. 980078), the Board approved a Site-Specific Shuttle Service Policy, Board Policy III.16, that allows DART to initiate or continue DART-operated circulator/distributor shuttle services connecting to rail stations or transit centers where an employer or other entity agrees to subsidize the service.
- On June 12, 2000 (Resolution No. 000105), the Board approved an interlocal agreement with Dallas Fort Worth International Airport Board and the Fort Worth Transportation Authority for funding and operation of circulation service at the Dallas Fort Worth Airport.

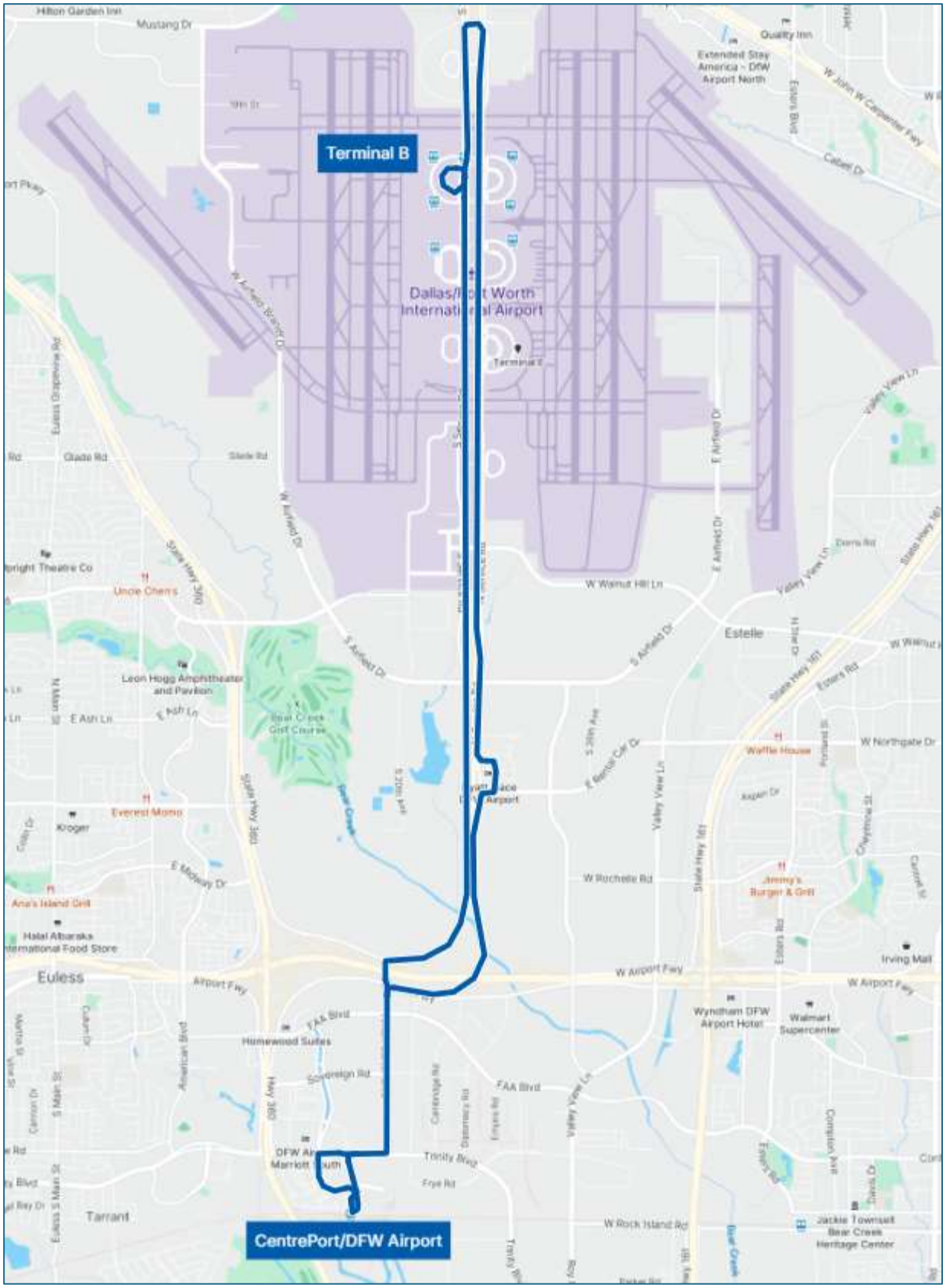
- On June 11, 2024 (Resolution No. 240059), the Board approved an interlocal funding agreement with Trinity Metro and DFWIA for shuttle service, which expires on September 30, 2026.
- Trinity Metro shall operate the service, providing a direct connection between the Trinity Railway Express (TRE) CentrePort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

LEGAL CONSIDERATIONS

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

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

TRE Link - Terminal B



DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

AGREEMENT:

1. Term and Termination.

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

1.02. Termination. This Agreement may be terminated by (a) written agreement of all of the Parties; or (b) by a Party giving one hundred and twenty (120) days' prior written notice in the other Parties of the termination to ensure sufficient time for any required public hearings and for any Party or Parties desiring to continue the Service to identify alternative means of continuing it without interruption.

1.03. Termination for Failure to Fund. DART's, Trinity Metro's, and DFW International Airport Board's fiscal year begins October 1st and ends the following September 30th. Budget funds are approved by the DART Board of Directors for DART, and Trinity Metro Board of Directors for Trinity Metro, and by the City Councils of Dallas and Fort Worth, as owners of the Airport, on an annual basis. In the event any Party fails to fund this Agreement for any fiscal year during the term hereof, this Agreement shall automatically terminate on the last day of the fiscal year for which funding has been approved. All other Parties will be given no less than one hundred and twenty (120) days' prior written notice of any such non-approval of funding for this Agreement. In the event of a non-funding, the non-funding Party shall be liable for its share of operating costs incurred prior to the effective date of termination.

2. **DART Duties and Responsibilities.** DART covenants and agrees as follows:

2.01. DART's Operating Funds. DART shall contribute funds toward the cost of operations of the Service in quarterly installments on the dates agreed upon by the Parties as described in Exhibit "A."

3. **Trinity Metro Duties and Responsibilities.** Trinity Metro covenants and agrees as follows:

3.01. Trinity Metro's Operating Funds. Trinity Metro shall contribute funds toward the cost of operations of the Service in quarterly installments on the dates agreed upon by the Parties as described in Exhibit "A."

3.02. Vehicle Procurement. Trinity Metro shall procure, using its own procurement policy and procedures, the vehicles necessary for operation of the Service, all of which shall be fully accessible as required by the Americans with Disabilities Act.

3.03. Operation of Service. Trinity Metro shall operate the Service providing a direct connection between the CentrePort Station and Terminal B. In no event shall Trinity Metro be obligated to operate the Service so as to pick up or drop off passengers at intermediate stops between the CentrePort Station and Terminal B or, other than the CentrePort Station, at any location outside the boundaries of the Airport. If the South Remote Lot re-opens or the Car Rental Stop becomes available, these stops can be utilized in lieu of Terminal B if all Parties agree. The service schedule will operate as follows: Monday-Saturday. Two shuttles at a Peak 30-minute headway will operate Monday-Friday. The remaining hours of operation on Weekday as well as Saturday service will run at an Off-Peak 60-minute headway utilizing one shuttle.

3.04. Federal Funds. Trinity Metro shall be responsible for applying for any Federal funds associated with this Service.

3.05. Trinity Metro shall require all contractors performing work under this agreement to maintain Commercial General Liability, Automobile Liability, and Workers' Compensation insurance. The policies shall be endorsed with a waiver of subrogation in favor of DART and Trinity Metro. The General Liability and Automobile Liability policies shall name DART and Trinity Metro as additional insureds. Contractor's insurance shall be primary coverage in all instances.

3.06. Complaints. Trinity Metro shall be responsible for responding to complaints including, but not limited to, those involving Americans with Disabilities Act or Civil Rights Act Title VI violations. DFW International Airport Board and DART shall have no responsibility for responding to any complaints.

3.07. Permits and Compliance. Trinity Metro shall possess or obtain any necessary permits required by ordinance or state or Federal law for operating of the Service. DFW International Airport Board shall provide reasonable assistance to Trinity Metro to obtain any required permits. Trinity Metro shall comply with all applicable laws, rules, and regulations of the State of Texas and the United States during the performance of this Agreement.

4. **DFW International Airport Board Duties and Responsibilities.** DFW International Airport Board covenants and agrees as follows.

4.01. DFW's Operating Funds. DFW International Airport Board shall contribute funds toward the cost of operations of the Service in quarterly installments on dates agreed upon by the Parties as described in Exhibit "A"

5. **Joint Obligations.**

5.01. Cost-Sharing Schedule. The Parties have jointly developed a cost-sharing schedule clarifying the division of operating costs between DART, DFW International Airport Board, and Trinity Metro which is attached hereto, marked Exhibit "A" and incorporated herein for all pertinent purposes. Parties will jointly agree to cost-sharing as described in Exhibit "A" based upon a Monday-Saturday, 306 days a year service schedule.

5.02. Service Standards; Monitoring Performance. The Parties will jointly develop standards for the provision of the Service and for monitoring the performance of the Service. At such time as such standards are developed, they shall be incorporated into this Agreement for all purposes, effective as of the execution of this Agreement.

5.03. Service Modifications. Any modification of the Service of more than plus or minus 25% of revenue miles shall require the prior written agreement of DART, Trinity Metro, and the DFW International Airport Board. Such modifications to the Service cannot be effectuated until or unless a public hearing is held in compliance of any application provisions stipulated in the Texas Transportation Code. Service modifications of less than 25% may be agreed to administratively, without the need for a hearing, and upon written agreement of all of the Parties.

5.04. Marketing of Service. The Parties shall jointly market the Service, known as the TRE Link, through their respective marketing efforts and each Party shall be responsible for bearing the costs of their own marketing efforts. Branding of the Service will be developed by Trinity Metro and approved by all Parties, such approval shall not to be unreasonably withheld or delayed, and all marketing by the Parties will conform to the approved branding.

5.05. Enhanced TRE Link service may be provided during the special events in Arlington, for example the World Cup in 2026, to accommodate the increase in visitors to North Central Texas if mutually agreed to by all parties to this ILA.

6. **Representations and Warranties.**

6.01. Available Financing. Subject to the provisions of Section 1.04, each Party represents and warrants to the other Parties that the costs of any purchase made by it under this Agreement, or the payment for any of the Service made pursuant to the Agreement, will be properly made from financing sources then-available to the said party.

6.02. Authorized Signatures. Each Party represents and warrants to the other Parties that prior to the execution of this Agreement, the person signing such Agreement was authorized to do so by such Party's governing body.

6.03. Future Authorizations. Each Party represents and warrants to the other Party that no renewal or extension of this Agreement will be signed unless it is first authorized by the governing body of such Party.

7. **Contact Persons.**

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

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

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

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

8. **Miscellaneous.**

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

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

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

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

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

8.02. Assignment. This Agreement shall not be assigned without the prior consent of all Parties.

8.03. Audit. Either or both DART and DFW International Airport Board may review any and all of the Service performed by Trinity Metro under this Agreement. DFW International Airport Board or DART is granted the right to audit, at its election and cost, all of Trinity Metro's records and billings related to the performance of this Agreement. Trinity Metro agrees to retain such records for a minimum of four (4) years from the expiration date of this Agreement related to the Service.

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

A. Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. The provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1974 (78 Stat. 252, 42 USC §§ 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of the award.

C. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereafter referred to as the "Contractor"), agrees as follows.

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employments practices when the contract covers any activity, project, or program set forth in Appendix R of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of

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

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

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

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

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

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

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

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of the Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.) as amended (prohibits discrimination on the basis of disability), and 49 CFR part 27:

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471), Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PI. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 SFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statue (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

E. Occupational Health and Safety Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full test. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of labor-Occupational Safety and Health Administration.

8.05. Governing Law. This Agreement shall be construed and enforced in accordance with the law of the State of Texas. The venue shall be in Dallas or Tarrant County.

8.06. Entirety and Amendments. The Agreement embodies the entire agreement between the Parties with respect to the within subject matter, supersedes all prior agreements and understandings, if any, relating to the mattes addressed herein, and maybe amended or supplemented only a written instrument executed by all Parties.

8.07. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the executing Parties and their respective successors and approved assigns.

8.08. Number and Gender. Words of any gender used in the Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

8.09. Relationship of the Parties. Nothing in the Agreement shall be deemed or construed by the Parties or by any third party, as creating the relationship of principal and agent, partnership, joint venture, or joint enterprise between the Parties.

8.10. Headings. The headings utilized in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

8.11. Interpretation. No provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision.

8.12. Counterparts. This Agreement will be executed in multiple counterparts, all of which taken together shall constitute one single agreement between the Parties with respect to the mattes herein contained.

8.13. No Waiver of Immunity; No Third-Party Beneficiaries. In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and in the Agreement does not create any rights in parties that are not signatories to the Agreement, including any rights in the public in general.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals this _____day of _____2026.

FORT WORTH TRANSPORTATION AUTHORITY
D/B/A TRINITY METRO

By:_____
Richard Andreski, President and CEO

DALLAS AREA RAPID TRANSIT

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

DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD

By:_____
(Title)

Approved as to Form

_____
Legal Counsel, DFW International Airport Board

EXHIBIT A

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

*Includes estimates for contract and maintenance hourly rate (subject to change)

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

Agenda Report

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

DATE: June 9, 2026

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

- Approval of this contract supports Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- DART is committed to maintaining all facilities in a state of good repair. Under this contract, the contractor(s) shall provide on-call construction services to support state of good repair (SGR) projects throughout the DART Service Area, including repairs, upgrades, and renovations to passenger facilities, maintenance facilities, and light rail stations. This contract provides an expeditious procurement mechanism to deliver these routine projects.
- To complete these projects efficiently, the work is authorized and issued on a rotational task-order basis for work under $50,000 and awarded on a bid scope of work within the contract pool for task orders between $50,000 - $350,000.

PROCUREMENT CONSIDERATIONS

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

VENDOR DEMOGRAPHICS

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

LEGAL CONSIDERATIONS

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

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

Contract Information

A. Description: On-Call Construction Services

B. Contractors:
1. Gilbert May Inc. dba Phillips/May Corporation,
2. Florico, Inc.,
3. Dallas Harmony Construction, LLC

C. Contract Numbers: C-2095393-01 – Parent Contract
C-2095393-02 – Gilbert May, Inc. dba Phillips/May Corporation
C-2095393-03 – Florico, Inc.
C-2095393-04 – Dallas Harmony Construction, LLC

D. Contract Amount: Contract Reserve in an amount not-to-exceed $15,000,000.00

E. Contract Type: Indefinite Delivery/Indefinite Quantity (ID/IQ) task order-based construction services contract

F. Performance Period/Term of Contract: Three years from the date of Notice of Award

G. Options Available: Two, one-year options

H. Bond Requirement: Bid Bond equal to 5% of the total bid price. Payment Bonds will be required on task orders equal to or greater than $25,000. Performance Bonds will be required on task orders equal to or greater than $100,000.

I. Liquidated Damages: N/A

J. Funding Source: Federal/Local

Solicitation Information

A. Issue Date: 3/4/2026

B. Notifications Sent to Registered Suppliers: Yes

C. Date and Time for Proposal Receipt: March 25, 2026 @ 2:00 PM

D. Proposals Received: 6
1. Gilbert May, Inc. dba Phillips/May Corporation
2. Florico, Inc.
3. Dallas Harmony Construction, LLC
4. Omega Contracting, LLC
5. VesCorp Construction, LLC
6. Laughley Bridge & Construction, Inc.

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

Evaluation Criteria

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

F. Discussion of Unacceptable Proposals: None

G. Proposal Scoring:

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

H. Negotiation Memorandum: N/A

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

J. Determination of Responsibility:
Bond Check: Yes
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Will be verified prior to issuance of Notice to Proceed
On-Site Inspection: N/A
Arithmetic Check: Yes

Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: Yes
Debarred/Suspended list: Not on the debarred /suspended list

K. Protests Received: None.

L. Determinations Required: None

Determination and Recommendation

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

Approval of Contract for Minor On-Call Construction Services

Gilbert May, Inc. dba Phillips/May Corporation

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

ADDITIONAL SBE PARTICIPATION

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

Florico, Inc.

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

ADDITIONAL SBE PARTICIPATION

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

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

Dallas Harmony Construction, LLC

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

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

Summary of EEO-1 Reports

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

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

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

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

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contracts for Minor On-Call Construction Services

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

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

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

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

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

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

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

Section 1: Establish a contract in the amount of $15,000,000 for Minor On-Call Construction Services [Contract No. C-2095393-01] to provide repairs, upgrades, and renovations to passenger facilities, maintenance facilities, and light rail stations to be awarded on a rotational task-order basis for work under $50,000 and awarded on a bid scope of work within the contract pool for task orders between $50,000 - $350,000 with the following contractors.

Section 2: Award a three-year contract with two one-year options to Gilbert May, Inc. dba Phillips/May Corporation.

Section 3: Award a three-year contract with two one-year options to Florico, Inc.

Section 4: Award a three-year contract with two one-year options to Dallas Harmony Construction, LLC.

Approval of Contracts for Minor On-Call Construction Services

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

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

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

Agenda Report

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

DATE: June 9, 2026

SUBJECT: Approval of Contracts for Environmental Services

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

- Approval of this resolution will assist DART in achieving Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; Strategic Goal 5: Fantastic Spaces - Create fantastic spaces that add value to our communities, enhance the rider experience, and foster a sustainable and thriving region; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.
- DART's Environmental Compliance Section is responsible for ensuring the agency remains in compliance with all federal, state, and local environmental regulations and laws. The team relies heavily on external consultants to provide technical expertise and labor not available within the agency to conduct testing, submit necessary reports to regulatory agencies, identify hazardous materials and conditions, and remediate environmental contamination. For example, asbestos abatement, installing monitoring wells, sampling soil and water and disposing of contaminated soil, conducting storm water inspections, testing, removing, and disposing of storage tanks

(underground and above ground), preparing risk reduction corrective action plans, developing storm water plans, testing air quality, and abating lead-based paint.

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

PROCUREMENT CONSIDERATIONS

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

VENDOR DEMOGRAPHICS

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

LEGAL CONSIDERATIONS

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

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

Contract Information

A. Description: Environmental Services 2.5

B. Contractor(s):

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

C. Contract Number:

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

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

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

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

G. Options Available: Two one-year options

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

I. Liquidated Damages: N/A

J. Funding Source: Local/Federal

Solicitation Information

A. Issue Date: January 16, 2026

B. Notifications Sent to Registered Suppliers: Yes

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

D. Proposals Received:

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

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

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

F. Discussion of Unacceptable Proposals: N/A

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

H. Proposal Scoring:

Table 1: Technical and Price Proposal Scoring

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

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

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

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

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

L. Protests Received: None

M. Determinations Required: N/A

Determination and Recommendation

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

Approval of Contracts for Environmental Services

SBE CONSIDERATIONS

EA Engineering, Science and Tech, Inc.

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

SBE PARTICIPATION

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

TOTAL SBE PARTICIPATION: 21.00%

Ensafe, Inc.

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

SBE PARTICIPATION

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

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

TOTAL SBE PARTICIPATION: 22.00%*

Freese and Nichols, Inc.

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

SBE PARTICIPATION

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

TOTAL SBE PARTICIPATION: 16.00%*

Halff Associates Inc.

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

SBE PARTICIPATION

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

TOTAL SBE PARTICIPATION: 18.00%

LCA Environmental, Inc.

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

SBE PARTICIPATION

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

ADDITIONAL SBE PARTICIPATION: 18.00%

VRX, Inc.

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

SBE PARTICIPATION

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

ADDITIONAL SBE PARTICIPATION: 34.00%

WSP USA, Inc.

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

SBE PARTICIPATION

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

TOTAL SBE PARTICIPATION: 16.00%*

Summary of EEO-1 Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contracts for Environmental Services

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

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

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

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

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

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

WHEREAS, the proposed pricing is fair and reasonable; and

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

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

Section 1: Establish a contract reserve for environmental services in a total authorized amount not to exceed $4,000,000.

Section 2: Award a three-year base term contract with two one-year options to Halff Associates, Inc.

Section 3: Award a three-year base term contract with two one-year options to 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.

Approval of Contracts for Environmental Services

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

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

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

Agenda Report

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

DATE: June 9, 2026

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

- This item is the contract for civil construction of the TRE Double Track Project from Medical Market to IH-35E.
- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.
- On August 12, 1994, DART and the Fort Worth Transportation Authority (FWTA) entered an interlocal agreement that established the framework for jointly providing commuter rail services on the TRE rail corridor between Dallas and Fort Worth.

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

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

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

- Anticipated schedule:

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

PROCUREMENT CONSIDERATIONS

- On December 10, 2025, a Request for Proposals (RFP) notification was posted on Bonfire for General Contractor services. A total of 105 companies downloaded the solicitation.

- This will be a fixed price General Contractor’s services contract with a total term of 18 months from date of Notice to Proceed (NTP).

- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in October 2025 at 20% SBE participation.

- SEMA Construction, Inc., the prime contractor, has committed to exceed the SBE goal.

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

LEGAL CONSIDERATIONS

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

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

Contract Information

A. Description: Contract Award for General Contractor Civil Construction Services for the TRE Double Tracking Project

B. Contractor: SEMA Construction, Inc.

C. Contract Number: C-2095112-01

D. Contract Amount:

$ 33,287,382	Civil Construction of the TRE Double Tracking Project
$ 4,993,108	Supplemental Work Contingency (15%)
$ 38,280,490	Total Authorized NTE Amount

E. Contract Type: This is a fixed price General Contractor's services contract.

F. Performance Period/Term of Contract: The term of this contract shall be 18 months from date of Notice to Proceed (NTP).

G. Options Available: None

H. Bond Requirement: Performance and Payment Bonding

I. Liquidated Damages: Yes

J. Funding Source: Federal/Local

Solicitation Information

A. Issue Date: 12/10/2025

B. Notifications Sent to Registered Suppliers: Yes

C. Date and Time for Proposal Receipt: April 2nd, 2026 @ 2:00 PM

D. Proposals Received: 4

- Jay-Reese Contractors, Inc
- SEMA Construction, Inc
- Ragnar Benson Construction
- Martinus Rail, LLC

E. Discussion of Proposal Evaluation Process: The RFP Source Evaluation Committee (SEC) consisted of three voting members with relevant expertise, who individually and independently reviewed and evaluated the four proposals. Technical proposals were evaluated to determine technical acceptability based on compliance with scope of work and requirements in the Request for Proposals. Proposals were evaluated from April 7, 2026, through April 14, 2026 in accordance with the criteria specified in the RFP by the Source Evaluation Committee

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

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

Technical Evaluation Criteria

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

Pricing Evaluation Criteria

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

The following formula was used to weigh the proposals:

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

F. Discussion of Unacceptable Proposals: None

G. Proposal Scoring:

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

H. Negotiation Memorandum: N/A

I. Cost & Price Analysis: The price is determined to be fair and reasonable based upon full and open competition, comparison to the independent cost estimate, historical costs and is within range of the rates established by adequate competition.

J. Determination of Responsibility:
Bond Check: Payment and Performance Bonds will be verified before the issuance of Notice to Proceed.
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Obtained after Notice of Award
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: Yes
Debarred/Suspended list: Not on the debarred /suspended list.

K. Protests Received: None.

L. Determinations Required: None

Determination and Recommendation

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

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

SBE Considerations

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

SBE PARTICIPATION

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

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

NOTE: The goal is based on the not to exceed amount of $33,287,382. If there are any changes to this amount, the original goal shall still apply.

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

Summary of EEO-1 Report

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agenda Report

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

DATE: June 9, 2026

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

- This contract modification to the Trinity Railway Express Operations and Maintenance Contract to Include Track and Signal Construction for TRE Double Track Project from Medical Market to IH-35E on the TRE system is included in the TRE Noble Branch Double Track project in the approved FY 2026 capital budget.
- Sufficient funding for this contract modification in the amount of $11,446,519 is included in both the TRE Noble Branch Double Track project budget and the Commuter Rail capital line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract modification will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 6: Strategic Relationships - Position DART as a collaborative leader and recognized regional economic and mobility asset.
- DART and the Fort Worth Transportation Authority (Trinity Metro) jointly provide commuter rail service between Dallas and Fort Worth, operating as Trinity Railway Express (TRE).
- Pursuant to Section 2.4 of the Restated Interlocal Cooperative Agreement by and between DART and Trinity Metro for the Operation and Development of the Trinity Railway Express

Commuter Rail Service, dated September 16, 2003 (Resolution No. 030084), DART is acting as the lead agency on behalf of the TRE.

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

- The project is a double track project located in the City of Dallas. The project involves the construction of approximately 1.2 miles of new track between Medical Market Station (MP 640.77) and IH-35E (MP 639.60). This segment of track will include a new bridge at Noble Branch, Inwood Road, and Knights Branch. The project also includes improvements to the existing Knights Branch and Inwood Road bridges. Signal modifications for this project will interface with the existing TRE signaling and Positive Train Control System, maintained under this contract.

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

- Anticipated schedule:

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

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

PROCUREMENT CONSIDERATIONS

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

- The pricing for the modification is fair and reasonable.

- Contractor performance is satisfactory.

- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goals for this contract were established in February 2014 at 7% DBE and 27% M/WBE participation.
- Herzog Transit Services, Inc., the prime contractor, has committed to meet the DBE goal and exceed the M/WBE goal.
- The D/M/WBE analysis and Equal Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

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

Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding
Modification No. 37

Contract Information

A. Contract Description: Trinity Railway Express Operation and Maintenance

B. Contractor: Herzog Transit Services, Inc.

C. Contract Number: C-2005858-01

D. Contractual Action: Dallas County Double Track and Signals from Medical Market to IH-35E

E. Current Contract Amount: Not to exceed $738,321,899

F. Contract Modification Amount: $10,682,096 plus a contingency of $764,423 for a total amount of $11,446,519

G. New Contract Amount: Not to exceed $749,768,418

H. Contract Type: This is a fixed-price contract with price adjustment, lump sum items, definite and indefinite quantity items, unit cost items, and allowance items.

I. Current Term of Contract/Performance Period: 10/01/2015 – 09/30/2030

J. Remaining Options Available: One, five-year option

K. Price Considerations: The initial contract award was based on full and open competition. Price for the modification is determined fair and reasonable based on current contract pricing.

L. Negotiation Memorandum: N/A

M. Determinations Required: N/A

N. Funding: Federal/Local

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

Determination and Recommendation

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

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

D/M/WBE Considerations

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

DBE PARTICIPATION

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

M/WBE PARTICIPATION

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

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

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

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

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

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

Summary of EEO-1 Report

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

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

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

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

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

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

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

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

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

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

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

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

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

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

WHEREAS, this modification is fair and reasonable; and

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

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

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

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

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

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

Agenda Report

Attachment:
1. FY 2026 Second Quarter Report

DATE: **June 9, 2026**

SUBJECT: **Briefing on Fiscal Year 2026 Second Quarter Ridership and Route Performance**

RECOMMENDATION

This is a briefing item. No action is required.

BUSINESS PURPOSE

- This briefing 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 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind.

- For many years, DART staff have compiled quarterly reports on ridership and service performance. These reports are prepared in accordance with DART's service performance monitoring system as described in DART's Service Standards Policy. Before Fiscal Year (FY) 2023, the ridership reports were distributed as a part of DART's Quarterly Operating, Financial Performance, and Compliance Reports.

- Attachment 1 includes the FY 2026 Second Quarter Report on ridership, and the briefing will highlight key ridership trends drawn from second quarter data. The attached report focuses on key ridership trends and some of the underlying factors behind the ridership, with sections for system ridership, bus ridership, light rail ridership, commuter rail ridership, and streetcar ridership. It also highlights monthly ridership trends for key modes and summarizes passenger boardings broken out for each DART city. Parking lot utilization by transit center/rail station, along with bus, microtransit, and light rail performance are also part of this attachment.

Briefing on FY 2026 Q2 Ridership and Route Performance

Ridership and Route Performance Highlights

R2 Introduction
R3 Total System Ridership
R4 Bus System Ridership
R5 Light Rail System Ridership
R6 Trinity Railway Express Ridership
R7 Streetcar
R8 Ridership Tables
R11 Bus Route and GoLink Zone Performance Report
R21 Parking Lot Utilization

Introduction

This Quarterly Report starts with the total system ridership summary and focuses on fixed-route ridership, including Bus, Light Rail, Trinity Railway Express (TRE), and Streetcar. Beginning with the second quarter of FY 2022, McKinney Avenue Trolley (MATA) ridership numbers and GoLink numbers are removed from Bus. MATA ridership is included with Dallas Streetcar ridership numbers under the Streetcar mode and GoLink is reported as a separate mode. Fixed-route ridership reporting includes the number of unlinked passenger trips (e.g., boarding passengers are counted, resulting in transferring passengers being counted each time they board a vehicle).

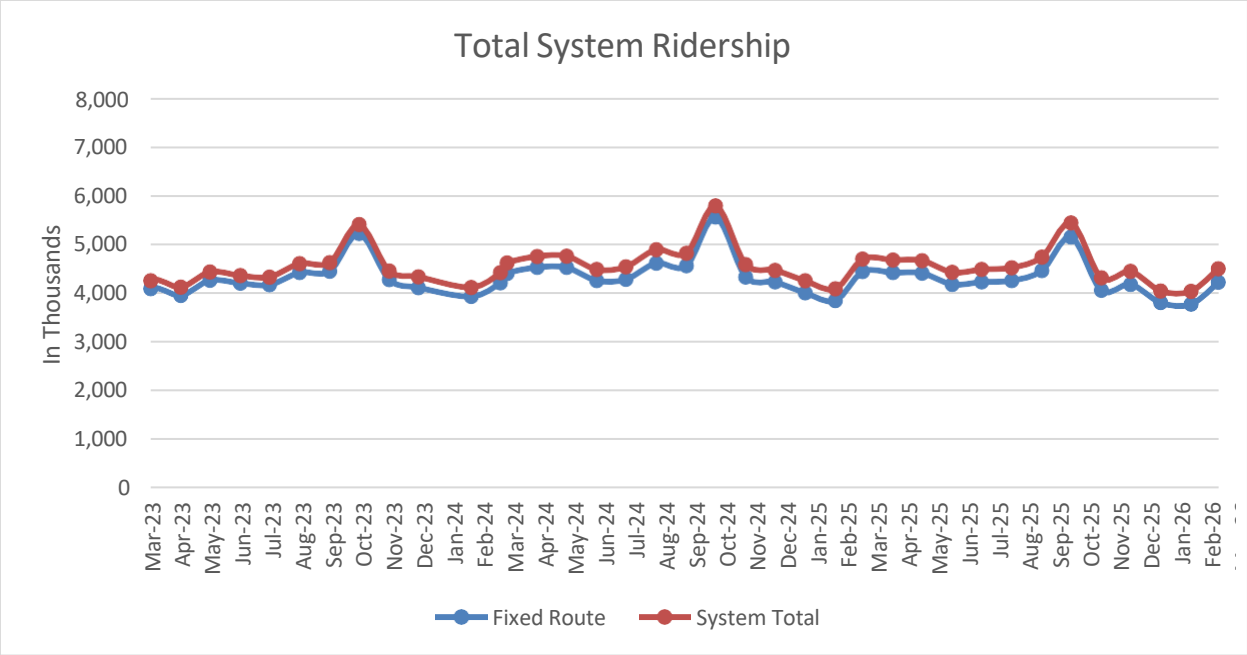
Ridership statistics can be examined in several ways: totals, averages, and ratios related to service levels. Each reporting technique has its value in analyzing ridership, and each presents data from a different perspective. While total ridership is an important measure, it can vary significantly from month to month because of seasonality and the variation in the number of Weekdays, Saturdays, and Sundays in a month. The use of average daily ridership figures eliminates the issue of monthly calendar differences and makes direct comparisons of ridership more realistic. Average weekday ridership is the primary measurement discussed in this report.

DART uses automatic passenger counters (APC) to report Bus, Streetcar, and TRE ridership. Light rail (LRT) ridership is determined by statistically factoring APC sample monthly data. Paratransit ridership is compiled from daily trip manifests. The availability of APC data also allows for more accurate counts of ridership by DART city. The ridership estimates for each of the 13 DART cities have been based upon stop-level APC boardings. The results of this approach appear in Table 3.

The productivity of DART services compared to the resources used to supply those services is reported by ratios that measure performance. Each bus route and GoLink zone is evaluated quarterly to determine if it performs above or below standard. Services that fall below standard for all three performance measures (utilization of resources target, utilization of capacity target, fiscal responsibility target) are identified as low performers. A route with low performance is then reviewed to determine whether any follow-up action is needed; actions can range from targeted marketing to service adjustments to (in rare cases) discontinuation of service.

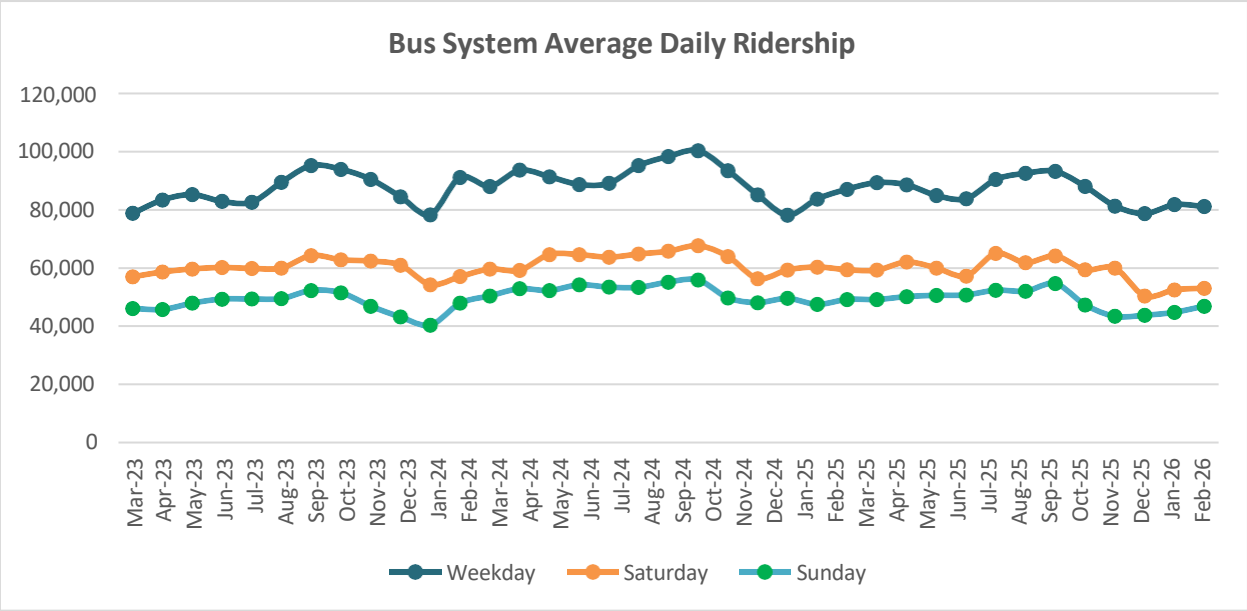
The Board of Directors adopted the revised Service Standards Policy during December 14, 2021, COTW/Board meeting. The revised Standards apply to the new bus network implemented on January 24, 2022, and are reflected in this FY 2026 Q2 report. The New Bus Network was designed to increase frequency, reduce travel time, improve service, and provide better access to DART service area residents, with low-performing fixed route bus routes replaced by GoLink service.

Total System Ridership



- Total system ridership includes fixed routes (Bus, Light and Commuter Rail, Streetcar), Paratransit, and Microtransit. Riders of both scheduled and special event services are reported.
- On January 24, 2022, DART's New Bus Network was fully implemented. The New Bus Network was designed to increase frequency, reduce travel time, improve service, and provide better access to DART service area residents. The entire bus network was also redesigned with low-performing routes replaced by GoLink service.
- Total system ridership in the second quarter of FY 2026 was 12.6 million riders, a decrease of 3.4% from the second quarter of FY 2025.
- Fixed route ridership totaled 11.8 million passengers in the second quarter of FY 2026, a decrease of 4.0% from the second quarter of FY 2025.
- Bus System ridership totaled 6.4 million riders in the second quarter of FY 2026, 4.5% below the second quarter of FY 2025.
- Light rail ridership for the second quarter FY 2026 was 4.9 million, a 5.5% decrease from the second quarter of FY 2025.
- Commuter Rail (TRE/Silverline) ridership was 438.1K passengers in the second quarter of FY 2026, an increase of 36.7% from the second quarter of FY 2025.
- Streetcar, consisting of Dallas Streetcar and M-Line Trolley ridership for the second quarter, was 97.2K, a decrease of 18.3% compared to last year.
- Paratransit ridership for the second quarter was 228.3K, a decrease of 2.9% from the second quarter of FY 2025.
- Microtransit ridership for the second quarter of FY 2026 was 559.3K, an increase of 11.4% from the second quarter of FY 2025.

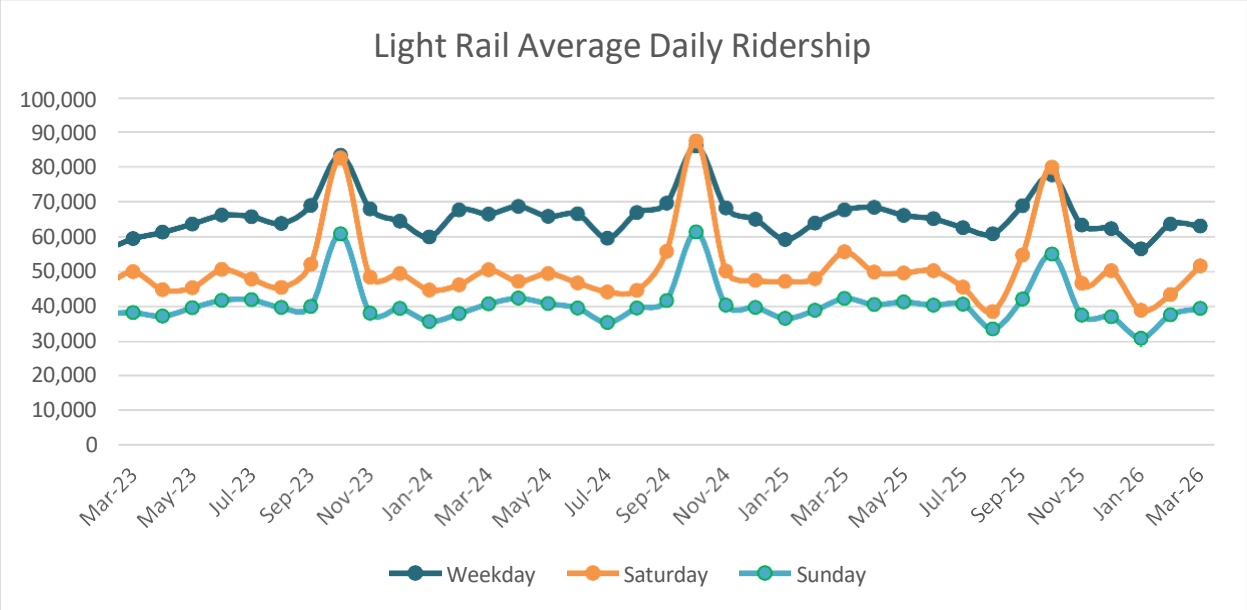
Bus System Ridership



- Bus System ridership totaled 6.4 million riders in the second quarter of FY 2026, 4.5% below the second quarter of FY 2025.
- Average weekday ridership in the second quarter of FY 2026 was 80.7K daily riders, a 2.9% decrease from the same quarter of FY 2025.
- Saturday bus system ridership averaged 52.0K daily riders, down by 12.9% from last year.
- Sunday bus system ridership averaged 45.2K daily riders, a decrease of 7.4% from the same quarter of FY 2025.
- The most heavily patronized routes from the Bus System for the second quarter of FY 2026, by route classification, were:

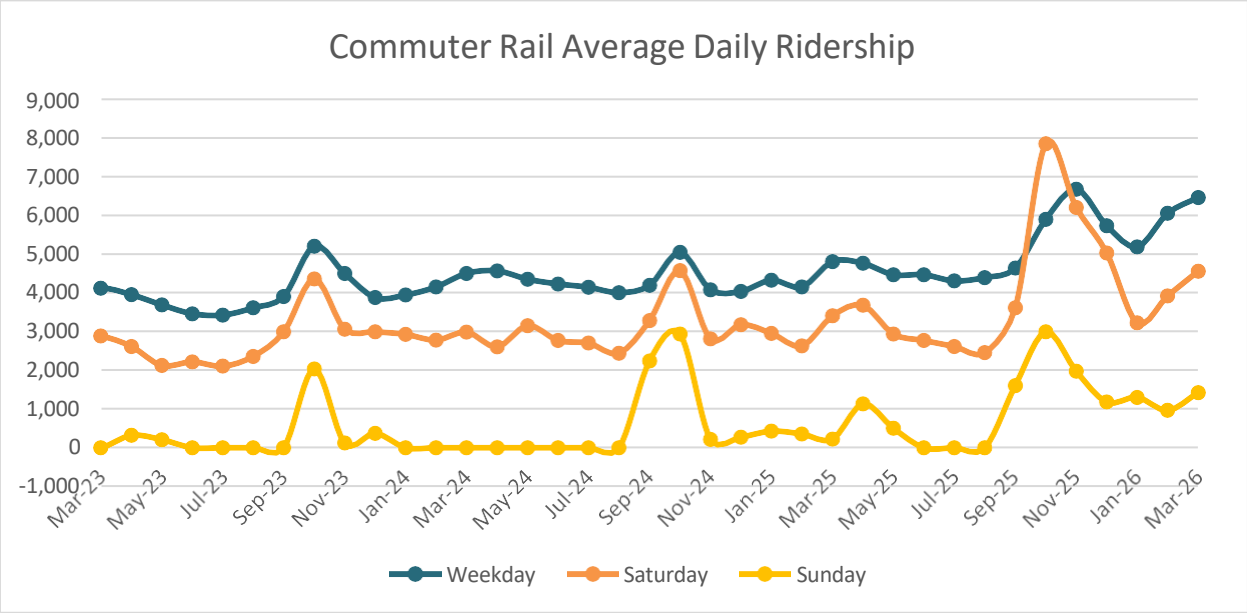
Route Type	Route Number and Name	Average Weekday Ridership
Frequent	22-Forest Lane	3,379
Local	101-Hampton	1,611
Local Coverage	241-Coit	1,605
Express	308-Northwest Plano Express	631
Shuttle	883 UTD	2,759

Light Rail System Ridership



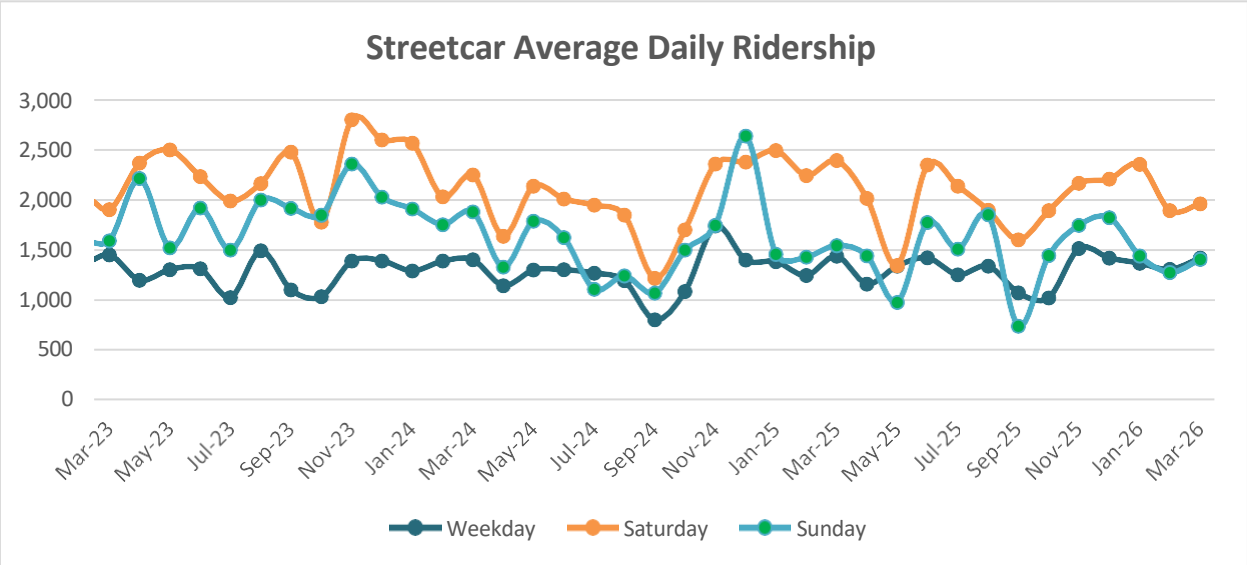
- Light rail ridership for the second quarter FY 2026, was 4.9 million, a 5.5% decrease from the second quarter of FY 2025.
- Weekday ridership in the second quarter averaged 60.1K passengers, a decrease of 3.9% from the second quarter of FY 2025.
- Saturday ridership in the second quarter averaged 44.4K passengers, a decrease of 11.2% from the second quarter of FY 2025.
- Sunday ridership in the second quarter averaged 35.7K passengers, a decrease of 8.4% from the second quarter of FY 2025.

Commuter Rail Ridership



- Commuter Rail ridership was 438.1K passengers in the second quarter of FY 2026, an increase of 36.7% from the second quarter of FY 2025.
- Weekday ridership for Commuter Rail averaged 5.9K daily riders in the second quarter, an 33.2% increase from FY 2025.
- Saturday ridership in the second quarter averaged 3.9K riders, an increase of 30.3% from FY 2025.
- Sunday ridership in the second quarter averaged 3.7K riders.

Streetcar Ridership



- Streetcar ridership for the second quarter was 97.2K, a decrease of 18.3% from the same quarter of FY 2025.
- Weekday ridership averaged 1K daily riders in the second quarter of FY 2026, a decrease of 16.8% from FY 2025.
- Saturday ridership averaged 1.4K daily riders in the second quarter of FY 2026, a decrease of 27.9% from FY 2025.
- Sunday ridership averaged 1.1K daily riders in the second quarter of FY 2026, a decrease of 13.5% from FY 2025.

Ridership Tables

The following tables provide summaries of ridership results during the quarter.

Table 1: Total Monthly Fixed-Route Ridership (25-Month Trending) in Thousands

Fiscal Year	Month	Bus Monthly	LRT Monthly	Commuter Monthly	Streetcar Monthly	Fixed Route Total
2024	February	2,335	1,752	98.3	35.6	4,221
	March	2,401	1,845	109.3	57.1	4,413
	April	2,509	1,863	112.6	50.9	4,536
	May	2,531	1,843	110.3	47.7	4,532
	June	2,370	1,755	98.3	43.3	4,267
	July	2,484	1,657	102	50	4,291
	August	2,632	1,847	100.3	41.4	4,621
	September	2,561	1,860	99.2	44.9	4,565
2025	October	2,802	2,568	143.1	49.2	5,562
	November	2,409	1,792	94.6	44.2	4,340
	December	2,304	1,787	98.3	46.9	4,236
	January	2,208	1,667	107.9	33.7	4,016
	February	2,108	1,619	93.9	33.8	3,855
	March	2,373	1,904	118.6	51.4	4,448
	April	2,401	1,860	120.6	47.5	4,428
	May	2,424	1,837	109.0	47.8	4,418
	June	2,279	1,764	104.9	41.3	4,189
	July	2,329	1,756	105.2	46.1	4,236
	August	2,488	1,636	104.6	38.6	4,267
	September	2,452	1,869	113.5	35.4	4,470
2026	October	2,620	2,321	179.0	31.2	5,152
	November	2,226	1,638	169.3	31.3	4,065
	December	2,249	1,751	152.2	37.2	4,189
	January	2,126	1,529	130.7	28.8	3,814
	February	2,027	1,591	140.6	24.6	3,783
	March	2,234	1,784	166.8	43.8	4,229

Table 2: Average Weekday Fixed-Route Ridership (25-Month Trending) in Thousands

Fiscal Year	Month	Bus	LRT	Commuter	Streetcar	Fixed Route Total
2024	February	91.2	67.5	4.1	1.1	163.9
	March	88.1	66.2	4.5	1.7	160.5
	April	93.7	68.5	4.6	1.4	168.2
	May	91.4	65.6	4.4	1.4	162.8
	June	88.8	66.3	4.2	1.2	160.5
	July	89.2	59.3	4.1	1.4	154.0
	August	95.2	66.7	4.0	1.2	167.1
	September	98.4	69.4	4.2	1.3	173.3
2025	October	100.3	85.8	5.0	1.4	192.5
	November	93.5	68.0	4.1	1.3	166.9
	December	85.2	64.8	4.0	1.3	155.3
	January	78.3	59.0	4.3	1.0	142.6
	February	83.9	63.7	4.2	1.0	152.8
	March	87.2	67.5	4.8	1.5	161.0
	April	89.4	68.1	4.8	1.4	163.7
	May	88.7	65.9	4.5	1.4	160.5
	June	85.0	64.9	4.5	1.4	155.8
	July	83.9	62.4	4.3	1.4	152.0
	August	90.5	60.6	4.4	1.1	156.6
	September	92.6	68.7	4.6	1.1	167.0
2026	October	93.3	77.5	5.9	0.9	177.6
	November	88.1	63.1	6.6	1.0	158.8
	December	81.4	62.1	5.7	1.1	150.3
	January	78.8	56.3	5.2	0.9	141.2
	February	81.9	63.4	6.1	0.8	152.2
	March	81.3	62.9	6.5	1.3	152.0

Table 3: Passenger Boardings for DART Cities for the First Quarter Fiscal Year 2026, Period Ending March 31, 2026 *

Ridership by Mode							
City	Bus	LRT	Commuter	Streetcar	Microtransit	Paratransit	DART City Total
Addison	185,567	0	17,324	0	3,558	415	206,864
Carrollton	70,609	143,258	16,670	0	20,836	6,155	257,528
Cockrell Hill	58,511	0	0	0	0	38	58,549
Dallas	4,800,148	3,938,076	142,934	97,197	201,735	156,065	9,336,155
Farmers Branch	51,830	37,908	0	0	9,606	2,211	101,555
Garland	481,030	94,789	0	0	23,890	18,674	618,383
Glenn Heights	11,644	0	0	0	3,788	1,177	16,609
Highland Park	2,633	0	0	0	758	41	3,432
Irving	254,704	218,578	42,090	0	131,173	12,852	659,397
Plano	173,120	214,563	18,374	0	94,781	19,749	520,587
Richardson	288,615	181,281	29,944	0	6,270	6,817	512,927
Rowlett	0	76,404	0	0	60,424	3,556	140,384
University Park	9,340	0	0	0	2,454	605	12,399
DART Cities Total	6,387,751	4,904,857	267,336	97,197	559,273	228,355	12,444,769

Modal Allocation Percentage by City							
City	Bus	LRT	Commuter	Streetcar	Microtransit	Paratransit	DART City Total
Addison	89.7%	0.0%	8.4%	0.0%	1.7%	0.2%	100.0%
Carrollton	27.4%	55.6%	6.5%	0.0%	8.1%	2.4%	100.0%
Cockrell Hill	99.9%	0.0%	0.0%	0.0%	0.0%	0.1%	100.0%
Dallas	51.4%	42.2%	1.5%	1.0%	2.2%	1.7%	100.0%
Farmers Branch	51.0%	37.3%	0.0%	0.0%	9.5%	2.2%	100.0%
Garland	77.8%	15.3%	0.0%	0.0%	3.9%	3.0%	100.0%
Glenn Heights	70.1%	0.0%	0.0%	0.0%	22.8%	7.1%	100.0%
Highland Park	76.7%	0.0%	0.0%	0.0%	22.1%	1.2%	100.0%
Irving	38.6%	33.1%	6.4%	0.0%	19.9%	1.9%	100.0%
Plano	33.3%	41.2%	3.5%	0.0%	18.2%	3.8%	100.0%
Richardson	56.3%	35.3%	5.8%	0.0%	1.2%	1.3%	100.0%
Rowlett	0.0%	54.4%	0.0%	0.0%	43.0%	2.5%	100.0%
University Park	75.3%	0.0%	0.0%	0.0%	19.8%	4.9%	100.0%
DART Cities Total	51.3%	39.4%	2.1%	0.8%	4.5%	1.8%	100.0%

**Ridership in these tables does not reflect ridership outside of DART member cities*

Bus Route and GoLink Zone Performance Report

This report contains a bus route performance analysis covering the second quarter of FY 2026. This report follows current service standards, which describe DART's route performance measurement methodology. There are three measures of performance for fixed-route bus service:

- Passengers per revenue hour of service
- Passenger miles per revenue mile of service
- Subsidy per passenger

For the three measures, each route or service is compared to performance for other routes of the same type (e.g., local route vs. local routes). If performance is less than 75% of the group average (more than 133% above average for subsidy/rider), performance is considered deficient for that measure. The passenger miles per revenue mile measure does not apply to GoLink zones.

Route Performance Tables

The following tables show new route performance for FY 2026 Q2 from January 1, 2025, through March 31, 2025, based on the three performance measures defined in the DART Service Standards approved in January 2022. Targets are shown for each route and each route category. Performance measures shaded with green backgrounds indicate performance above the minimum level. Red backgrounds identify routes with deficiencies for specific measures. According to the Service Standards, routes with all three performance measures in deficiency will be reviewed for possible modification or corrective actions.

Utilization of Resources								
Type	**Route**	**Avg Weekday Riders**	**Avg Saturday Riders**	**Avg Sunday Riders**	**Total Riders**	**Total Revenue Hours**	**Total Riders/Hour**	**Overall Target**
Frequent	**1**	2,488	1,419	1,333	193,860	10,228.72	18.95	
Frequent	**3**	1,422	1,001	942	115,747	7,919.25	14.62	
Frequent	**5**	583	541	471	50,334	3,393.00	14.83	
Frequent	**9**	2,447	1,778	1,534	198,764	13,578.60	14.64	
Frequent	**13**	2,189	1,596	1,451	178,950	8,801.90	20.33	
Frequent	**15**	2,094	1,507	1,325	170,048	10,588.70	16.06	
Frequent	**16**	1,911	1,315	1,084	152,667	9,527.55	16.02	
Frequent	**17**	2,118	1,394	1,260	169,179	12,217.45	13.85	
Frequent	**18**	2,295	1,664	1,429	186,218	14,463.30	12.88	
Frequent	**20**	2,432	1,681	1,557	196,842	14,438.35	13.63	
Frequent	**22**	3,379	2,418	1,953	271,638	13,983.08	19.43	
Frequent	**23**	1,447	978	898	116,453	8,127.65	14.33	
Frequent	**25**	1,467	1,120	940	120,169	8,668.65	13.86	
Frequent	**27**	1,164	757	675	92,589	5,083.35	18.21	
Frequent	**28**	902	621	463	24,822	2,661.23	9.33	
Frequent	**30**	836	570	483	66,809	5,045.50	13.24	
Frequent	**38**	2,293	1,639	1,464	186,263	10,769.10	17.30	
Frequent	**41**	1,086	765	702	30,840	3,207.90	9.61	
Frequent	**47**	1,831	1,186	1,058	50,725	4,363.68	11.62	
Frequent	**57**	3,168	1,949	1,729	249,099	13,639.70	18.26	
Frequent Total	**20**	**37,549**	**25,899**	**22,751**	**2,822,017**	**180,706.67**	**15.62**	**11.71**
Local	**101**	1,611	1,047	893	127,604	10,381.48	12.29	
Local	**102**	541	319	261	41,868	4,400.98	9.51	
Local	**103**	679	480	404	54,644	4,322.80	12.64	
Local	**104**	1,567	1,032	967	125,673	8,033.55	15.64	
Local	**106**	664	408	413	52,885	4,639.43	11.40	
Local	**108**	1,225	846	768	98,953	8,300.30	11.92	
Local	**109**	825	463	446	64,222	6,267.65	10.25	
Local	**114**	904	665	614	74,186	7,880.60	9.41	
Local	**122**	428	247	227	33,365	2,330.90	14.31	
Local	**128**	854	574	444	44,032	3,934.30	11.19	
Local	**141**	1,063	652	603	54,695	4,679.13	11.69	
Local	**145**	949	588	533	74,906	8,296.80	9.03	
Local	**147**	1,708	1,096	1,053	88,929	6,073.47	14.64	
Local Total	**13**	**13,018**	**8,417**	**7,627**	**935,961**	**79,541.40**	**11.77**	**8.83**
Local Cvrg	**200**	1,147	695	617	89,954	6,568.95	13.69	
Local Cvrg	**202**	878	594	509	70,179	6,584.85	10.66	
Local Cvrg	**203**	360	245	214	28,862	2,765.28	10.44	
Local	**204**	295	158	139	22,574	2,753.85	8.20	

Cvrg								
Local Cvrg	**205**	453	308	294	36,650	4,001.85	9.16	

Utilization of Resources								
Type	**Route**	**Avg Weekday Riders**	**Avg Saturday Riders**	**Avg Sunday Riders**	**Total Riders**	**Total Revenue Hours**	**Total Riders/Hour**	**Overall Target**
Local Cvrg	**207**	593	294	275	45,006	5,168.13	8.71	
Local Cvrg	**209**	223	133	114	6,024	838.05	7.19	
Local Cvrg	**212**	348	234	205	27,849	2,876.40	9.68	
Local Cvrg	**213**	398	219	186	30,497	2,309.85	13.20	
Local Cvrg	**214**	624	400	402	50,142	5,534.85	9.06	
Local Cvrg	**215**	434	275	232	34,143	3,988.35	8.56	
Local Cvrg	**216**	476	297	241	37,196	4,404.65	8.44	
Local Cvrg	**217**	399	243	245	31,714	3,603.00	8.80	
Local Cvrg	**218**	1,030	564	482	78,967	5,595.25	14.11	
Local Cvrg	**219**	213	112	101	16,281	2,320.95	7.01	
Local Cvrg	**220**	521	321	295	41,103	2,564.65	16.03	
Local Cvrg	**221**	604	318	301	46,427	4,219.28	11.00	
Local Cvrg	**223**	326	213	175	25,779	2,247.90	11.47	
Local Cvrg	**224**	925	574	525	73,066	6,947.55	10.52	
Local Cvrg	**225**	304	191	194	8,504	1,073.85	7.92	
Local Cvrg	**226**	316	191	191	25,031	2,726.47	9.18	
Local Cvrg	**227**	1,262	749	690	98,873	9,265.65	10.67	
Local Cvrg	**228**	293	187	166	23,231	2,269.02	10.24	
Local Cvrg	**229**	1,391	962	854	112,073	8,945.55	12.53	
Local Cvrg	**230**	1,525	932	866	120,320	9,226.35	13.04	
Local Cvrg	**231**	735	543	491	60,237	4,400.25	13.69	
Local Cvrg	**232**	899	589	569	72,227	6,608.25	10.93	
Local Cvrg	**233**	882	550	475	69,374	6,685.77	10.38	
Local Cvrg	**234**	432	262	260	34,259	5,192.50	6.60	
Local Cvrg	**235**	512	321	302	40,660	3,252.60	12.50	
Local Cvrg	**236**	657	434	389	52,486	6,451.25	8.14	
Local Cvrg	**237**	855	583	526	68,833	6,866.50	10.02	
Local Cvrg	**238**	974	560	493	75,568	7,822.95	9.66	
Local Cvrg	**239**	1,182	771	666	93,779	8,705.40	10.77	
Local Cvrg	**241**	1,605	1,138	1,001	129,924	8,184.67	15.87	
Local Cvrg	**242**	422	290	285	34,371	3,108.00	11.06	
Local Cvrg	**243**	454	281	245	35,704	3,022.87	11.81	
Local Cvrg	**244**	219	120	127	17,137	2,611.58	6.56	
Local Cvrg	**245**	618	379	320	48,355	5,732.55	8.44	
Local Cvrg	**247**	751	461	382	58,633	6,727.95	8.71	
Local Cvrg	**249**	668	445	383	53,239	4,063.20	13.10	
Local Cvrg	**250**	784	518	452	62,458	6,692.55	9.33	
Local Cvrg	**251**	410	271	251	32,887	2,809.17	11.71	

Local Cvrg	**254**	318	220	214	9,066	1,859.03	4.88	
Local Cvrg	**255**	271	152	149	7,334	1,071.58	6.84	
Local Cvrg Total	**45**	**28,985**	**18,297**	**16,489**	**2,236,979**	**210,669.15**	**10.62**	**7.96**

Utilization of Resources								
Type	**Route**	**Avg Weekday Riders**	**Avg Saturday Riders**	**Avg Sunday Riders**	**Total Riders**	**Total Revenue Hours**	**Total Riders/Hour**	**Overall Target**
Express	**305**	267			5,604	600.60	9.00	
Express	**306**	381			24,031	2,627.45	9.15	
Express	**308**	631			39,737	3,696.70	10.75	
Express	**378**	192			4,026	557.90	7.22	
Express	**383**	174			3,648	544.95	6.69	
Express Total	**5**	**1,644**	**0**	**0**	**77,045**	**8,027.60**	**9.60**	**7.20**
GoLink	**Cypress Waters**	362	209	193	28,237	5,503.64	5.13	
GoLink	**East Plano**	100	75	70	8,238	1,377.55	5.98	
GoLink	**East Telecom**	137	57	52	10,117	1,742.74	5.81	
GoLink	**Far North Plano**	171	138	129	14,382	3,577.96	4.02	
GoLink	**Farmers Branch**	217	104	78	16,126	3,589.59	4.49	
GoLink	**Glenn Heights**	73	44	33	5,628	2,196.34	2.56	
GoLink	**Inland Port**	659	487	429	53,852	9,543.96	5.64	
GoLink	**Keller Springs**	194	118	83	14,928	3,167.41	4.71	
GoLink	**Kleberg**	49	37	30	4,008	983.95	4.07	
GoLink	**Lake Highlands**	148	116	94	12,154	2,552.26	4.76	
GoLink	**Legacy West**	167	46	45	11,771	2,590.21	4.54	
GoLink	**Mountain Creek**	50	30	36	4,073	2,122.25	1.92	
GoLink	**N. Central Dallas**	77	43	35	5,903	1,263.37	4.67	
GoLink	**N. Central Irving**	787	534	469	63,092	11,004.41	5.73	
GoLink	**N. Central Plano**	271	186	152	21,646	3,826.84	5.66	
GoLink	**North Dallas**	147	96	83	11,695	2,598.61	4.50	
GoLink	**North Dallas Zone to Zone**	137	94	79	10,964	3,405.00	3.22	
GoLink	**Northwest Carrollton**	62	41	32	4,926	895.99	5.50	
GoLink	**Northwest Dallas**	171	121	102	13,757	2,284.22	6.02	
GoLink	**Park Cities**	178	131	105	14,377	3,428.37	4.19	
GoLink	**Passport Park**	404	354	316	34,490	5,579.98	6.18	
GoLink	**Plano Zone to**	353	221	192	27,781	8,254.40	3.37	

	Zone							
GoLink	**Preston Hollow**	73	53	48	5,996	1,229.86	4.88	
GoLink	**Rowlett**	640	475	412	52,243	9,185.21	5.69	
GoLink	**Rowlett/ SE Garland Zone to Zone**	228	192	158	19,071	4,620.04	4.13	

Utilization of Resources								
Type	**Route**	**Avg Weekday Riders**	**Avg Saturday Riders**	**Avg Sunday Riders**	**Total Riders**	**Total Revenue Hours**	**Total Riders/Hour**	**Overall Target**
GoLink	**Rylie**	193	121	106	15,211	3,257.46	4.67	
GoLink	**Rylie/Kleberg Zone to Zone**	17	14	11	1,397	368.98	3.79	
GoLink	**South Central Plano**	119	74	69	9,459	1,730.19	5.47	
GoLink	**South Dallas**	329	247	207	26,852	4,750.88	5.65	
GoLink	**South Irving**	97	57	50	7,570	1,963.70	3.85	
GoLink	**Southeast Garland**	147	120	100	12,202	1,708.12	7.14	
GoLink	**West Dallas**	73	57	46	6,011	1,869.68	3.21	
Micro	**West Dallas Shuttle**	175			11,002	2,145.21	5.13	
GoLink / Micro Total	**33**	**7,009**	**4,693**	**4,040**	**559,159**	**114,318.38**	**4.89**	**3.67**
Shuttle	**DFW**	193	157		13,705	1,808.65	7.58	
Shuttle	**Galatyn Park**	56			3,914	378.00	10.35	
Shuttle	**SMU**	1,071	229		82,721	4,232.62	19.54	
Shuttle	**TI**	94			5,820	945.00	6.16	
Shuttle	**UTSW**	205			13,494	1,235.56	10.92	
Shuttle	**883 UTD**	2,759	1,751	869	208,752	9,225.88	22.63	
Shuttle Total	**6**	**4,378**	**2,137**	**869**	**328,406**	**17,825.71**	**18.42**	**13.82**
Grand Total	**122**	**92,583**	**59,444**	**51,776**	**6,959,567**	**611,088.91**	**11.39**	

The following tables show overall FY 2026 Q2 riders per revenue hour, passenger miles per revenue mile of service, and subsidy per passenger for each route/service of the Bus Network.

Utilization of Capacity							
Type	**Route**	**Average Weekday Riders**	**Total Pass. Mile**	**Total Rev. Mile**	**Total Pass. Mile/ Rev.**	**Overall Target**	
Frequent	**1**	2,488	476,106	107,626	4.42		
Frequent	**3**	1,422	274,649	78,348	3.51		
Frequent	**5**	583	79,212	26,788	2.96		
Frequent	**9**	2,447	628,759	145,815	4.31		
Frequent	**13**	2,189	503,749	84,851	5.94		
Frequent	**15**	2,094	694,074	133,160	5.21		
Frequent	**16**	1,911	928,252	142,439	6.52		
Frequent	**17**	2,118	541,364	142,023	3.81		
Frequent	**18**	2,295	1,005,705	160,226	6.28		
Frequent	**20**	2,432	754,886	170,301	4.43		
Frequent	**22**	3,379	898,968	169,952	5.29		
Frequent	**23**	1,447	276,446	70,365	3.93		
Frequent	**25**	1,467	480,638	122,415	3.93		
Frequent	**27**	1,164	133,497	49,186	2.71		
Frequent	**28**	902	83,095	29,006	2.86		
Frequent	**30**	836	167,706	55,014	3.05		
Frequent	**38**	2,293	768,324	158,934	4.83		
Frequent	**41**	1,086	116,983	34,870	3.35		
Frequent	**47**	1,831	253,484	53,702	4.72		
Frequent	**57**	3,168	1,077,073	173,112	6.22		
Frequent Total	**20**	**37,549**	**10,142,973**	**2,108,135**	**4.81**	**3.61**	
Local	**101**	1,611	549,536	130,619	4.21		
Local	**102**	541	105,661	46,277	2.28		
Local	**103**	679	109,293	34,616	3.16		
Local	**104**	1,567	404,454	93,763	4.31		
Local	**106**	664	141,591	48,244	2.93		
Local	**108**	1,225	414,885	105,342	3.94		
Local	**109**	825	205,466	73,723	2.79		
Local	**114**	904	314,043	85,166	3.69		
Local	**122**	428	99,569	26,525	3.75		
Local	**128**	854	149,899	41,111	3.65		
Local	**141**	1,063	199,925	50,148	3.99		

Local	**145**	949	321,798	104,181	3.09	
Local	**147**	1,708	436,925	77,279	5.65	
Local Total	**13**	**13,018**	**3,453,045**	**916,994**	**3.77**	**2.82**

Utilization of Capacity						
Type	**Route**	**Average Weekday Riders**	**Total Pass. Mile**	**Total Rev. Mile**	**Total Pass. Mile/ Rev.**	**Overall Target**
Local Cvrg	**200**	1,147	406,715	90,060	4.52	
Local Cvrg	**202**	878	320,159	87,725	3.65	
Local Cvrg	**203**	360	98,224	32,943	2.98	
Local Cvrg	**204**	295	73,888	31,139	2.37	
Local Cvrg	**205**	453	94,299	33,157	2.84	
Local Cvrg	**207**	593	160,991	54,305	2.96	
Local Cvrg	**209**	223	15,109	7,326	2.06	
Local Cvrg	**212**	348	86,878	33,773	2.57	
Local Cvrg	**213**	398	74,034	24,901	2.97	
Local Cvrg	**214**	624	238,894	65,970	3.62	
Local Cvrg	**215**	434	100,230	46,286	2.17	
Local Cvrg	**216**	476	134,198	43,853	3.06	
Local Cvrg	**217**	399	80,795	34,181	2.36	
Local Cvrg	**218**	1,030	314,153	76,764	4.09	
Local Cvrg	**219**	213	55,017	29,490	1.87	
Local Cvrg	**220**	521	99,611	29,164	3.42	
Local Cvrg	**221**	604	201,903	53,826	3.75	
Local Cvrg	**223**	326	144,266	46,821	3.08	
Local Cvrg	**224**	925	630,088	117,542	5.36	
Local Cvrg	**225**	304	22,399	8,679	2.58	
Local Cvrg	**226**	316	74,142	33,294	2.23	
Local Cvrg	**227**	1,262	592,929	128,047	4.63	
Local Cvrg	**228**	293	48,369	23,277	2.08	
Local Cvrg	**229**	1,391	595,790	115,193	5.17	
Local Cvrg	**230**	1,525	628,792	117,182	5.37	
Local Cvrg	**231**	735	246,734	54,617	4.52	
Local Cvrg	**232**	899	353,235	86,053	4.10	
Local Cvrg	**233**	882	273,227	87,016	3.14	
Local Cvrg	**234**	432	185,460	60,170	3.08	
Local Cvrg	**235**	512	132,361	39,293	3.37	
Local Cvrg	**236**	657	292,958	80,086	3.66	
Local Cvrg	**237**	855	386,707	82,068	4.71	

Local Cvrg	**238**	974	411,949	105,408	3.91	
Local Cvrg	**239**	1,182	847,981	119,981	7.07	
Local Cvrg	**241**	1,605	639,398	100,673	6.35	

Utilization of Capacity

Type	Route	Average Weekday Riders	Total Pass. Mile	Total Rev. Mile	Total Pass. Mile/ Rev.	Overall Target
Local Cvrg	**242**	422	106,645	29,332	3.64	
Local Cvrg	**243**	454	112,477	39,599	2.84	
Local Cvrg	**244**	219	43,649	27,832	1.57	
Local Cvrg	**245**	618	233,548	78,347	2.98	
Local Cvrg	**247**	751	283,449	82,180	3.45	
Local Cvrg	**249**	668	157,918	41,593	3.80	
Local Cvrg	**250**	784	357,117	89,913	3.97	
Local Cvrg	**251**	410	107,924	33,893	3.18	
Local Cvrg	**254**	318	45,413	22,784	1.99	
Local Cvrg	**255**	271	27,805	13,352	2.08	
Local Coverage Total	**45**	**28,985**	**10,537,826**	**2,639,088**	**3.99**	**2.99**
Express	**305**	267	70,019	11,097	6.31	
Express	**306**	381	361,441	56,900	6.35	
Express	**308**	631	743,246	74,746	9.94	
Express	**378**	192	35,339	9,184	3.85	
Express	**383**	174	51,170	11,527	4.44	
Express Total	**5**	**1,644**	**1,261,215**	**163,454**	**7.72**	**5.79**
Shuttle-UTD	**883 UTD**	**2,759**	**327,784**	**123,760**	**2.65**	
Shuttle Total	**1**	**2,759**	**327,784**	**123,760**	**2.65**	**1.99**
Grand Total	**84**	**83,955**	**25,722,843**	**5,951,431**	**4.32**	

Fiscal Responsibility						
Type	**Route**	**Avg Weekday Riders**	**Total Riders**	**Subsidy**	**Subsidy per Passenger**	**Overall Target**
Frequent	**1**	2,488	193,860	$1,401,291	$7.23	
Frequent	**3**	1,422	115,747	$1,118,334	$9.66	
Frequent	**5**	583	50,334	$685,638	$13.62	
Frequent	**9**	2,447	198,764	$1,951,146	$9.82	
Frequent	**13**	2,189	178,950	$1,145,825	$6.40	
Frequent	**15**	2,094	170,048	$1,555,764	$9.15	
Frequent	**16**	1,911	152,667	$1,478,807	$9.69	
Frequent	**17**	2,118	169,179	$1,864,771	$11.02	
Frequent	**18**	2,295	186,218	$2,156,333	$11.58	
Frequent	**20**	2,432	196,842	$2,207,249	$11.21	
Frequent	**22**	3,379	271,638	$2,025,618	$7.46	
Frequent	**23**	1,447	116,453	$1,108,842	$9.52	
Frequent	**25**	1,467	120,169	$1,359,390	$11.31	
Frequent	**27**	1,164	92,589	$694,481	$7.50	
Frequent	**28**	902	24,822	$550,129	$22.16	
Frequent	**30**	836	66,809	$733,085	$10.97	
Frequent	**38**	2,293	186,263	$1,662,818	$8.93	
Frequent	**41**	1,086	30,840	$607,479	$19.70	
Frequent	**47**	1,831	50,725	$906,421	$17.87	
Frequent	**57**	3,168	249,099	$2,035,193	$8.17	
Frequent Total	**20**	**37,549**	**2,822,017**	**$27,248,615**	**$9.66**	**$12.87**
Local	**101**	1,611	127,604	$1,695,561	$13.29	
Local	**102**	541	41,868	$719,965	$17.20	
Local	**103**	679	54,644	$712,577	$13.04	
Local	**104**	1,567	125,673	$1,220,015	$9.71	
Local	**106**	664	52,885	$726,208	$13.73	
Local	**108**	1,225	98,953	$1,308,997	$13.23	
Local	**109**	825	64,222	$988,913	$15.40	
Local	**114**	904	74,186	$1,212,001	$16.34	
Local	**122**	428	33,365	$384,254	$11.52	
Local	**128**	854	44,032	$669,955	$15.22	
Local	**141**	1,063	54,695	$739,201	$13.51	
Local	**145**	949	74,906	$1,364,194	$18.21	
Local	**147**	1,708	88,929	$1,008,014	$11.34	
Local Total	**13**	**10,361**	**772,127**	**$10,377,648**	**$13.44**	**$17.92**
Local Cvrg	**200**	1,147	89,954	$1,150,636	$12.79	
Local Cvrg	**202**	878	70,179	$1,134,225	$16.16	
Local Cvrg	**203**	360	28,862	$433,200	$15.01	
Local Cvrg	**204**	295	22,574	$556,560	$24.65	

Fiscal Responsibility						
Type	**Route**	**Avg Weekday Riders**	**Total Riders**	**Subsidy**	**Subsidy per Passenger**	**Overall Target**
Local Cvrg	**205**	453	36,650	$646,371	$17.64	
Local Cvrg	**207**	593	45,006	$891,291	$19.80	
Local Cvrg	**209**	223	6,024	$249,191	$41.37	
Local Cvrg	**212**	348	27,849	$494,300	$17.75	
Local Cvrg	**213**	398	30,497	$590,094	$19.35	
Local Cvrg	**214**	624	50,142	$857,812	$17.11	
Local Cvrg	**215**	434	34,143	$689,748	$20.20	
Local Cvrg	**216**	476	37,196	$754,395	$20.28	
Local Cvrg	**217**	399	31,714	$616,392	$19.44	
Local Cvrg	**218**	1,030	78,967	$847,743	$10.74	
Local Cvrg	**219**	213	16,281	$451,136	$27.71	
Local Cvrg	**220**	521	41,103	$384,011	$9.34	
Local Cvrg	**221**	604	46,427	$744,738	$16.04	
Local Cvrg	**223**	326	25,779	$435,453	$16.89	
Local Cvrg	**224**	925	73,066	$1,242,024	$17.00	
Local Cvrg	**225**	304	8,504	$197,634	$23.24	
Local Cvrg	**226**	316	25,031	$532,711	$21.28	
Local Cvrg	**227**	1,262	98,873	$1,512,894	$15.30	
Local Cvrg	**228**	293	23,231	$417,803	$17.98	
Local Cvrg	**229**	1,391	112,073	$1,416,129	$12.64	
Local Cvrg	**230**	1,525	120,320	$1,493,110	$12.41	
Local Cvrg	**231**	735	60,237	$709,123	$11.77	
Local Cvrg	**232**	899	72,227	$1,073,029	$14.86	
Local Cvrg	**233**	882	69,374	$1,076,436	$15.52	
Local Cvrg	**234**	432	34,259	$1,023,533	$29.88	
Local Cvrg	**235**	512	40,660	$586,922	$14.43	
Local Cvrg	**236**	657	52,486	$1,198,039	$22.83	
Local Cvrg	**237**	855	68,833	$1,085,836	$15.77	
Local Cvrg	**238**	974	75,568	$1,321,187	$17.48	
Local Cvrg	**239**	1,182	93,779	$1,530,065	$16.32	
Local Cvrg	**241**	1,605	129,924	$1,438,233	$11.07	
Local Cvrg	**242**	422	34,371	$491,122	$14.29	
Local Cvrg	**243**	454	35,704	$517,294	$14.49	
Local Cvrg	**244**	219	17,137	$457,201	$26.68	
Local Cvrg	**245**	618	48,355	$1,016,122	$21.01	
Local Cvrg	**247**	751	58,633	$1,095,191	$18.68	
Local Cvrg	**249**	668	53,239	$654,889	$12.30	
Local Cvrg	**250**	784	62,458	$1,158,646	$18.55	
Local Cvrg	**251**	410	32,887	$478,705	$14.56	
Local Cvrg	**254**	318	9,066	$479,346	$52.87	
Local Cvrg	**255**	271	7,334	$213,095	$29.06	
Local Cvrg	**45**	**28,985**	**2,236,979**	**$36,343,612**	**$16.25**	**$21.66**

Fiscal Responsibility						
Type	**Route**	**Avg Weekday Riders**	**Total Riders**	**Subsidy**	**Subsidy per Passenger**	**Overall Target**
Express	**305**	267	5,604	$282,016	$50.32	
Express	**306**	381	24,031	$731,830	$30.45	
Express	**308**	631	39,737	$990,480	$24.93	
Express	**378**	192	4,026	$271,629	$67.47	
Express	**383**	174	3,648	$271,713	$74.48	
Express Total	**5**	**1,644**	**77,045**	**$2,547,668**	**$33.07**	**$44.09**
GoLink	**Cypress Waters**	362	28,237	$382,195	$13.54	
GoLink	**East Plano**	100	8,238	$142,831	$17.34	
GoLink	**East Telecom**	137	10,117	$167,242	$16.53	
GoLink	**Far North Plano**	171	14,382	$254,857	$17.72	
GoLink	**Farmers Branch**	217	16,126	$270,858	$16.80	
GoLink	**Glenn Heights**	73	5,628	$184,265	$32.74	
GoLink	**Inland Port**	659	53,852	$653,390	$12.13	
GoLink	**Keller Springs**	194	14,928	$242,015	$16.21	
GoLink	**Kleberg**	49	4,008	$113,642	$28.35	
GoLink	**Lake Highlands**	148	12,154	$211,631	$17.41	
GoLink	**Legacy West**	167	11,771	$209,213	$17.77	
GoLink	**Mountain Creek**	50	4,073	$178,696	$43.87	
GoLink	**N. Central Dallas**	77	5,903	$132,821	$22.50	
GoLink	**N. Central Irving**	787	63,092	$708,533	$11.23	
GoLink	**N. Central Plano**	271	21,646	$288,385	$13.32	
GoLink	**North Dallas**	147	11,695	$211,714	$18.10	
GoLink	**North Dallas Zone to Zone**	137	10,964	$181,710	$16.57	
GoLink	**Northwest Carrollton**	62	4,926	$59,297	$12.04	
GoLink	**Cypress Waters**	362	28,237	$382,195	$13.54	
GoLink	**East Plano**	100	8,238	$142,831	$17.34	
GoLink	**East Telecom**	137	10,117	$167,242	$16.53	
GoLink	**Far North Plano**	171	14,382	$254,857	$17.72	
GoLink	**Farmers Branch**	217	16,126	$270,858	$16.80	
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GoLink	**Keller Springs**	194	14,928	$242,015	$16.21	
GoLink	**Kleberg**	49	4,008	$113,642	$28.35	
GoLink	**Lake Highlands**	148	12,154	$211,631	$17.41	
GoLink	**Legacy West**	167	11,771	$209,213	$17.77	
GoLink	**Mountain Creek**	50	4,073	$178,696	$43.87	
GoLink	**N. Central Dallas**	77	5,903	$132,821	$22.50	
GoLink	**N. Central Irving**	787	63,092	$708,533	$11.23	
GoLink	**N. Central Plano**	271	21,646	$288,385	$13.32	
GoLink	**North Dallas**	147	11,695	$211,714	$18.10	
GoLink	**North Dallas Zone to Zone**	137	10,964	$181,710	$16.57	

Fiscal Responsibility						
Type	**Route**	**Avg Weekday Riders**	**Total Riders**	**Subsidy**	**Subsidy per Passenger**	**Overall Target**
GoLink	**Northwest Carrollton**	62	4,926	$59,297	$12.04	
GoLink	**Northwest Dallas**	171	13,757	$195,557	$14.22	
GoLink	**Park Cities**	178	14,377	$244,383	$17.00	
GoLink	**Passport Park**	404	34,490	$392,091	$11.37	
GoLink	**Plano Zone to Zone**	353	27,781	$476,063	$17.14	
GoLink	**Preston Hollow**	73	5,996	$131,984	$22.01	
GoLink	**Rowlett**	640	52,243	$609,450	$11.67	
GoLink	**Rowlett/ SE Garland Zone to Zone**	228	19,071	$258,333	$13.55	
GoLink	**Rylie**	193	15,211	$261,953	$17.22	
GoLink	**Rylie/Kleberg Zone to Zone**	17	1,397	$23,094	$16.53	
GoLink	**South Central Plano**	119	9,459	$159,379	$16.85	
GoLink	**South Dallas**	329	26,852	$350,327	$13.05	
GoLink	**South Irving**	97	7,570	$173,305	$22.89	
GoLink	**Southeast Garland**	147	12,202	$175,137	$14.35	
GoLink	**West Dallas**	73	6,011	$167,561	$27.88	
Micro	**West Dallas Shuttle**	175	11,002	$53,750	$4.89	
GoLink/ Micro Total	**32**	**7,009**	**559,159**	**$8,265,661**	**$14.78**	**$19.71**
Shuttle	**DFW**	193	13,705	$52,254	$3.81	
Shuttle	**Galatyn Park**	56	3,914	$13,273	$3.39	
Shuttle	**SMU**	1,071	82,721	$95,481	$1.15	
Shuttle	**TI**	94	5,820	$43,750	$7.52	
Shuttle	**UTSW**	205	13,494	$25,621	$1.90	
Shuttle	**883 UTD**	2,759	208,752	$320,521	$1.54	
Shuttle Total	**6**	**4,378**	**328,406**	**$550,901**	**$1.68**	**$2.24**
Grand Total	**121**	**89,926**	**6,795,732**	**$85,334,105**	**$12.56**	

Bus Route/GoLink Zone Deficiencies

Under the adopted Service Standards, a route is considered a deficient performer when it fails to meet all three standards. A GoLink Zone is considered a deficient performer if it does not meet two of the standards (Utilization of Resources and Fiscal Responsibility). Revenue miles and passenger miles are not tracked for GoLink service, therefore GoLink is not included in the Utilization of Capacity standard. In the table below we have included a short writeup for each of the deficient routes/GoLink Zones describing known issues, and where possible, potential future service changes or other actions for the route or Zone. After the table we have included a map showing the general location of each route. Deficient shuttle services are not listed as they are site specific routes that have different funding mechanisms than our bus routes and GoLink zones.

Route	Discussion
28	Effective February 2, 2026, this route was downgraded from a core frequent route to a local route (now 128). Performance will be monitored in its new category in Q3 for any changes.
41	Effective February 2, 2026, this route was downgraded from a core frequent route to a local route (now 141). Performance will be monitored in its new category in Q3 for any changes.
209	Route was discontinued on February 2.
225	Route was discontinued on February 2.
244	This route will continue to be monitored for improved ridership and subsidy performance.
254	Route was discontinued on February 2.
255	Route was discontinued on February 2.
383	Route was discontinued on February 2.
Glenn Heights GoLink	Glenn Heights GoLink is the only local service DART offers to the service area residents in Glenn Heights. Though ridership is lower than most other zones, discontinuation of this service is not currently being considered. The new GMP update may allow for extended locations to be accessed for convenience.
Mountain Creek GoLink	Mountain Creek GoLink zone could be expanded to address substandard performance. However, funds do not currently exist to support this modification. As FY 2026 continues, staff will monitor performance in this zone to determine what other changes may be possible to increase performance.
West Dallas GoLink	West Dallas GoLink is an important coverage service that maintains DART's reach across the various streets and neighborhoods in this area. Though performance of West Dallas GoLink is below standard, conditions do not currently exist to allow for expansion or enhancement of service.

FY 2026 Quarter 2 Parking Lot Analysis

Parking lot analysis is conducted once a quarter through our data collection contract. Overall, our parking lot utilization remains low with an average of 13.7%.

- Parking lot utilization was up slightly from Q2 2025 and Q2 2026 with 13.2 % and 13.7% respectively.

Table 4: Parking lot utilization by station for Second Quarter Fiscal Year 2026

Rail Station/Transit Center/Park & Ride	Total Parking Spaces	2nd QTR 2026		
		Occupied Parking Spaces	Empty Parking Spaces	Percent Occupied
8TH & CORINTH STATION	196	60	136	30.6%
ADDISON TRANSIT CENTER	300	43	257	14.3%
ARAPAHO CENTER STATION	1121	125	996	11.2%
BACHMAN STATION	458	56	402	12.2%
BELT LINE STATION	597	155	442	26.0%
BUCKNER STATION	119	47	72	39.5%
CAMP WISDOM STATION	116	8	108	6.9%
CITYLINE/BUSH STATION	1193	197	996	16.5%
DOWNTOWN CARROLLTON STATION	251	46	205	18.3%
DOWNTOWN GARLAND STATION	540	138	402	25.6%
DOWNTOWN IRVING/HERITAGE CROSSING STATION	406	32	374	7.9%
DOWNTOWN ROWLETT STATION	750	260	490	34.7%
FARMERS BRANCH STATION	164	25	139	15.2%
FOREST / JUPITER STATION	563	42	521	7.5%
FOREST LN STATION	253	37	216	14.6%
GLENN HEIGHTS P & R	595	89	506	15.0%
HAMPTON STATION	455	65	390	14.3%
HIDDEN RIDGE STATION	136	9	127	6.6%
ILLINOIS TC/STATION	345	67	278	19.4%
INWOOD/LOVE FIELD STATION	385	83	302	21.6%
JACK HATCHELL TC	815	0	815	0.0%
KIEST STATION	201	2	199	1.0%
LAKE HIGHLANDS STATION	68	19	49	27.9%

Rail Station/Transit Center/Park & Ride	Total Parking Spaces	2nd QTR 2026		
		Occupied Parking Spaces	Empty Parking Spaces	Percent Occupied
LAKE JUNE STATION	434	40	394	9.2%
LAKE RAY HUBBARD TRANSIT CENTER	657	63	594	9.6%
LAWNVIEW STATION	370	41	329	11.1%
LBJ / CENTRAL STATION	553	40	513	7.2%
LBJ / SKILLMAN STATION	654	26	628	4.0%
LEDBETTER STATION	399	3	396	0.8%
MARKET CENTER STATION	238	26	212	10.9%
MLK STATION	200	22	178	11.0%
MOCKINGBIRD STATION	140	140	0	100.0%
NORTH CARROLLTON/FRANKFORD STATION	1677	146	1531	8.7%
NORTH IRVING TC	721	0	721	0.0%
NORTHLAKE COLLEGE STATION	194	13	181	6.7%
NORTHWEST PLANO PARK & RIDE	564	187	377	33.2%
PARK LANE STATION	320	40	280	12.5%
PARKER ROAD STATION	2020	564	1456	27.9%
REDBIRD TC	588	55	533	9.4%
ROYAL LANE STATION	221	20	201	9.0%
SOUTH GARLAND TC	603	12	591	2.0%
SPRING VALLEY STATION	405	49	356	12.1%
TRINITY MILLS RAIL STATION	494	55	439	11.1%
UNT DALLAS STATION	457	28	429	6.1%
WALNUT HILL STATION	170	32	138	18.8%
WALNUT HILL/DENTON STATION	269	1	268	0.4%
WEST IRVING STATION	537	29	508	5.4%
WESTMORELAND STATION	672	40	632	6.0%
WHITE ROCK STATION	496	44	452	8.9%
Shiloh Road Station	600	16	584	2.7%
12TH STREET STATION	300	110	190	36.7%
UT Dallas Station	200	19	181	9.5%
Cypress Waters Station	190	18	172	9.5%
TOTAL	**25,370**	**3,485**	**21,887**	**13.7%**

Agenda Report

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

DATE: June 9, 2026

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

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

- On June 24, 2025 (Resolution No. 250065), the Board awarded a five-year contract for $1,805,720 to Kahua for a limited PMIS subscription to advance DART Transform while transitioning the agency to the new system (Phase 1). The purpose of this contract is to expand the system enterprise-wide as Phase 2 of that planned implementation.
- A 2024 internal audit of the project management process (Audit #24F07) resulted in a roadmap to determine the appropriate project management tools for the agency, and in October 2024, the Board directed staff to replace the existing enterprise project management application (Masterworks).
- A cross-functional team evaluated 13 PMIS solutions' out-of-the-box capabilities against DART's construction, project, financial, and contract management requirements. The extensive evaluation process included market research, product presentations, vendor interviews, and on-site demonstrations, with executive participation from Operations, Development, Finance, Procurement, and Technology. The team determined that Kahua best meets the agency's functional and technical requirements.

- Approval of this contract supports Agency Strategic Goal 2: Culture of Contribution – Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth; and Strategic Goal 3: Quality Service – Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

PROCUREMENT CONSIDERATIONS

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

VENDOR DEMOGRAPHICS

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

LEGAL CONSIDERATIONS

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

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

Contract Information

A. Description: Project Management Information System

B. Contractor: Kahua, Inc.

C. Contract Number: C-2098679-01

D. Contract Amount: Not to exceed $5,092,111

E. Contract Type: Indefinite Delivery / Indefinite Quantity (IDIQ)

F. Performance Period/Term of Contract: Three years

G. Options Available: Two one-year options

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

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

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

C. Cost & Price Considerations: Pricing is determined to be fair and reasonable compared to similar DART projects and the independent cost estimate.

D. Protests Received: N/A

E. Determinations Required: N/A

Determination and Recommendation

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

Approval of Contract for Kahua Enterprise Project Management Information System

SBE Considerations

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

Summary of EEO-1 Report

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Kahua Enterprise Project Management Information System

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

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

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

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

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

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

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

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

Approval of Contract for Kahua Enterprise Project Management Information System

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

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

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

Agenda Report

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

DATE: June 9, 2026

SUBJECT: Approval of Contract for Kahua Implementation Services

RECOMMENDATION

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

FINANCIAL CONSIDERATIONS

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

BUSINESS PURPOSE

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

PROCUREMENT CONSIDERATIONS

- The June 2025 contract was awarded through an approved cooperative agreement and after an extensive evaluation process. Based on that evaluation and the vendor's ensuing performance, it is in the agency's best interest to award this contract to Kahua, Inc.

- This will be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for two years from Notice to Proceed.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

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

LEGAL CONSIDERATIONS

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

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

Contract Information

A. Description: Kahua Professional Services

B. Contractor: Kahua, Inc.

C. Contract Number: C-2096513-01

D. Contract Amount: Not to exceed $1,938,000

E. Contract Type: Indefinite Delivery / Indefinite Quantity (IDIQ)

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

G. Options Available: N/A

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

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

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

C. Cost & Price Considerations: Pricing is determined to be fair and reasonable compared to similar DART projects and the independent cost estimate.

D. Protests Received: N/A

E. Determinations Required: N/A

Determination and Recommendation

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

Approval of Contract for Kahua Implementation Services

SBE Considerations

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

Summary of EEO-1 Report

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

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Kahua Implementation Services

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

WHEREAS, a noncompetitive procurement for two years was conducted in accordance with the DART Procurement Regulations; and

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

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

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

Approval of Contract for Kahua Implementation Services

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

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

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

Agenda Report

DATE: **June 9, 2026**

SUBJECT: **Briefing on FY 2027 Operating Budget Outlook**

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- The purpose of this item is to brief the Committee of the Whole on DART's operating budget and solicit feedback on operating priorities for FY 2027.
- Discussion of this item supports Agency Strategic Goal 1: Empowered Agency – Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees; Strategic Goal 3: Quality Service – Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first-in-mind; and Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional economic and mobility asset.

Agenda Report

DATE: **June 9, 2026**

SUBJECT: **Review of Applications and Selection of Candidates for Position of President & Chief Executive Officer**

BOARD ITEM

This is a briefing item. No action is required at this time.

PURPOSE

- DART's legislation authorizes the Board to appoint a chief executive officer and prescribe their duties, compensation and tenure.

- The position of DART President & Chief Executive Officer is currently vacant, and the Board Chair has worked with an Executive Recruiting Firm to solicit applications for the vacant position. The firm has provided Board members with resumes to review and rank for further discussion.

- The purpose of this item is to discuss which of the applicants the Board members would like to interview for the open position.