Quorum = 3

Agenda

Audit
Tuesday, July 14, 2026, 3:30 P.M.
DART Conference Room 1-C – 1st Floor
1401 Pacific Ave., Dallas, Texas 75202
(Estimated Meeting Time: 65 minutes)

The Audit Committee, with the Committee Chair presiding, will be held at the DART Headquarters, Conference Room 1-C, 1st Floor, and by videoconference.
The public may attend in person or view the meeting at:
https://www.dart.org/about/public-access-information/board-meetings-information

---

1. Approval of Minutes: June 16, 2026
2. Public Comments – Agenda Item Specific
3. Approval of Bridge and Tunnel Inspection Program Audit
   (Presenters: Roy C. Lopez/Mandi Church)
   [5 minutes – presentation; 10 minutes – Q&A]
4. *Briefing on Status of Fiscal Year 2026 Internal Audit Budget
   (Presenters: Roy C. Lopez/Mandi Church)
   [5 minutes – presentation; 5 minutes – Q&A]
5. *Briefing on Status of Fiscal Year 2026 Internal Audit Plan
   (Presenters: Roy C. Lopez/Mandi Church)
   [5 minutes – presentation; 5 minutes – Q&A]
6. *Briefing on Status of Management Action Plans
   (Presenters: Roy C. Lopez/Mandi Church)
   [10 minutes – presentation; 10 minutes – Q&A]
7. +Approval of Employment Agreement with Chief Audit Officer
   (Presenters: Roy C. Lopez/Randall B. Bryant/Rosa Medina-Cristobal)
   [5 minutes – presentation; 5 minutes – Q&A]
8. Adjournment

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

The Audit Committee may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues, or under Section 551.074 for Personnel matters, or under Section 551.076 or Section 551.089, Deliberation Regarding Security Devices or Security Audits, 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 Relations at 214-749-2721, 48 hours in advance.

Chair – *Roy C. Lopez*
Vice Chair – *Mark C. Enoch*
Members – *M. Nathan Barbera, Jeff Bass, Maureen Milligan*
Staff Liaison *– Mandi Church*

MINUTES
DALLAS AREA RAPID TRANSIT
AUDIT COMMITTEE MEETING
Tuesday, June 16, 2026

The Dallas Area Rapid Transit **Audit Committee** meeting convened at **9:14 a.m**. on **Tuesday, June 16, 2026,** at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Lopez presiding.

Please note that these Minutes are only a brief summation and not a transcript of the meeting. For the full meeting, please visit DART.org/about/public-access-information/board-meetings-information. Any slides presented during the meeting are on file with the Office of Board Support.

Committee Members: Roy C. Lopez, Maureen Milligan, and M. Nathan Barbera, who joined virtually via Microsoft Teams.

Mark C. Enoch was absent.

Board Members: Randall B. Bryant, Maurice A. West, Anthony Ricciardelli, Gary A. Slagel, Carmen Garcia, Enrique A. MacGregor, and Michele Wong Krause.

Pursuant to Article V, Section 4 of the DART Board Bylaws, amended by Resolution No. 000159, dated September 12, 2000, Board Member Carmen Garcia is hereby appointed to the Audit Committee to serve as an alternate member of the committee for purposes of making a quorum. The above-named Board Member shall have all the privileges of other committee members so long as the Board Member's presence is necessary to maintain a quorum. This appointment shall be effective only until the adjournment of the meeting for which the appointment is made.

This appointment form shall be filed with the Office of Board Support prior to the convening of the Committee meeting.

Others present: Gene Gamez, Chris Koloc, Jesse Salazar, and Briana Campbell.

1. Approval of Minutes: June 9, 2026

Hearing no objection, Chair Lopez stated that the June 9, 2026, Audit Committee meeting Minutes were accepted into record as written by concurrence.

2. Public Comments – Agenda Item Specific

There were no public comments.

3. Interview of Candidate for Position of Chief Audit Officer

Chair Lopez stated that it was 9:15 a.m. on Tuesday, June 16, 2026, and the Dallas Area Rapid Transit Audit Committee was going into Closed Session under the Texas Open Meetings Act, Section 551.071, for consultation with Attorney, to discuss Agenda Item 3, Interview of Candidate for Position of Chief Audit Officer, and agenda item 4, +Recommendation of Selected Candidate for Position of Chief Audit Officer.

The meeting reconvened into Open Session at 10:55 a.m.

During Closed Session, Directors West, Ricciardelli, Milligan, MacGregor, and Board Chair Bryant entered the meeting.

4. +Recommendation of Selected Candidate for Position of Chief Audit Officer

Director Milligan moved to accept this item, and Agenda Item 5, +Authorization to Negotiate Employment Agreement with Chief Audit Officer Candidate, as presented.

Director Garcia seconded, and the items were accepted unanimously.

5. +Authorization to Negotiate Employment Agreement with Chief Audit Officer Candidate

Gene Gamez, General Counsel, requested confirmation that the motion was for both Agenda Item 4, Recommendation of Selected Candidate for Position of Chief Audit Officer, and Agenda Item 5, Authorization to Negotiate Employment Agreement with Chief Audit Officer Candidate. Directors Milligan and Garcia confirmed this action.

6. Adjournment

The meeting adjourned at 10:56 a.m.

Briana Campbell

Briana Campbell,
Secretary of the Board

/bc

Agenda Report

DATE: **July 14, 2026**

SUBJECT: **Approval of Bridge and Tunnel Inspection Program Audit**

RECOMMENDATION

Recommend forwarding final audit report to the Board of Directors.

BUSINESS PURPOSE

- The primary objectives of the bridge and tunnel inspection program are to support the goals of keeping operational facilities and infrastructure assets in reliable, up to date condition and to maintain them in a state of good repair. The Civil Infrastructure team (within the Capital Design and Construction department) provides technical analysis, review, and support for all things related to bridges, tunnels, and civil infrastructure.

- DART follows the inspection and rating procedures for bridges and structures as required by the Texas Department of Transportation (TxDOT). The Civil Infrastructure team inspects the Cityplace tunnel per the DART Tunnel Inspection Manual, which uses the recommendations and procedures in the Highway and Rail Transit Tunnel Inspection Manual published by the Federal Highway Administration (FHWA) under the sponsorship of the U.S. Department of Transportation.

- The DART system contains 101 bridges extending across the DART Service Area. All DART rail bridges are required to be inspected in a two-year period. All light rail line sections are inspected and required repairs are documented. DART also operates and maintains one twin bore tunnel; each bore is approximately 3.4 miles long. The tunnel and associated structures are required to be inspected every 24 months, or shorter intervals, as required based on the tunnel age or other identified reasons or newly discovered defects. Bridge and tunnel inspections are performed by third-party consultants.

- We audited the bridge and tunnel inspection program to evaluate oversight, execution, and compliance with TxDOT and FHWA requirements. The scope of our review included bridge and tunnel inspections conducted from 2021 through March 2026. To assess the program, we interviewed management and analyzed inspection and rating procedures, bridge and tunnel inspection monthly reports, and repair plans. We also tested a sample of inspection reports to verify documentation aligns with TxDOT standards.

- Based on our review, we determined inspections were conducted in accordance with the required frequency and complied with TxDOT and FHWA requirements. The inspections were completed in a timely manner, any identified repairs were performed appropriately, timely, and approved by both the DART project manager and a third-party representative. The repairs reviewed were completed as documented. Our review noted that the bridges and tunnel are generally in good or satisfactory condition. Additionally, oversight of the repair process is effective and performed by qualified personnel.

- The audit was conducted through interviews with the appropriate personnel at Civil Infrastructure Division, examination of relevant documentation, and tests of controls and procedures as considered necessary. The audit was conducted in accordance with guidelines set forth by DART and the Institute of Internal Auditor Standards.

Agenda Report

DATE: **July 14, 2026**

SUBJECT: **Briefing on Status of Fiscal Year 2026 Internal Audit Budget**

RECOMMENDATION

This is a briefing item only.

BUSINESS PURPOSE

- DART Audit Committee Charter establishes an oversight process to administer the Agency's internal audit function. It includes review and approval of the annual Internal Audit Department budget, which is then incorporated into the Agency's total budget for submission to the Board for approval.
- The Chief Audit Officer will, on a regular basis throughout the year, update and apprise Committee members of the status and progress of the Internal Audit Department Annual Budget.
- This agenda item is to update the Audit Committee of the status of Fiscal Year 2026 Internal Audit Budget.
- As of June 30, 2026, the Internal Audit Department is under budget. Two major budget categories that are under budget include Salaries and Wages, which are due to an open position in the department, and Accounting and Auditing Services, which is due to auditing services which have not been invoiced.

Agenda Report

DATE: **July 14, 2026**

SUBJECT: **Briefing on Status of Fiscal Year 2026 Internal Audit Plan**

RECOMMENDATION

This is a briefing item only.

BUSINESS PURPOSE

- DART Audit Committee Charter establishes an oversight process to administer the Agency's internal audit function. The Charter provides for the Chief Audit Officer to submit an annual audit plan, using appropriate risk-based methodology, for review and approval to the Audit Committee.
- The Chief Audit Officer will, on a regular basis throughout the year, apprise Committee members of the status and progress of the annual audit plan.
- This agenda item is to update the Audit Committee of Fiscal Year 2026 Financial/Operational, and IT Audit Plan.

Agenda Report

DATE: **July 14, 2026**

SUBJECT: **Briefing on Status of Management Action Plans**

RECOMMENDATION

This is a briefing item only.

BUSINESS PURPOSE

- DART Internal Audit Department Charter provides for the Chief Audit Officer to report audit results, management action plans, and target completion to the Audit Committee. The internal audit process includes continuous follow up of prior audit recommendations based on the target completion date.
- This agenda item is to apprise the Audit Committee of the quarterly follow-up status of the prior audit recommendations to ensure they are resolved.

Agenda Report

Voting Requirements:
Majority

DATE: **July 14, 2026**

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

BOARD ACTION

Approval of a resolution approving an employment agreement, as shown in Exhibit 1 to the Resolution, appointing Mamatha Sparks as Chief Audit Officer.

PURPOSE

- DART's legislation authorizes the Board to appoint auditors and prescribe their duties, compensation, and tenure.
- DART's Chief Audit Officer has retired from DART, and the Audit Committee has conducted a search and interviewed qualified candidates for the position.
- On June 16, 2026 (Resolution Nos. 260085 and 260086, respectively), the Board approved resolutions selecting a candidate and authorizing the Chair of the Audit Committee to negotiate an employment agreement, including salary, with the selected candidate for the position of Chief Audit Officer.
- The purpose of this item is to approve an employment agreement with the selected candidate.

LEGAL CONSIDERATIONS

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

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Employment Agreement with Chief Audit Officer

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

WHEREAS, DART's Chief Audit Officer has retired from DART, and the Audit Committee has conducted a search and has interviewed qualified candidates for the position; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the employment agreement, as shown in Exhibit 1 to this Resolution, is approved, and Mamatha Sparks is appointed as Chief Audit Officer.

Approval of Employment Agreement for Chief Audit Officer

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

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

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

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

WHEREAS, Sparks desires employment as CAO of DART;

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

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

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

3.00 **COMPENSATION**.

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

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

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

3.04 DART will provide CAO free parking at DART Headquarters.

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

4.00 **DUTIES**.

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

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

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

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

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

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

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

7.00 **RESIGNATION AND TERMINATION**.

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

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

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

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

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

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

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

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

10.00 **GENERAL PROVISIONS**.

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

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

To Chief Audit Officer:
Mamatha Sparks
[redacted]

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

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

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

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

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

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

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

10.08 This Agreement is not assignable by either party hereto.

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

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

EXECUTED this _____ day of _____, 2026.

DALLAS AREA RAPID TRANSIT	**CHIEF AUDIT OFFICER**
_____	Mamatha Sparks
By: **Randall Bryant, DART Board Chair**	By: **Mamatha Sparks**
Date: _____	Date: July 4, 2026

SEPARATION AGREEMENT AND RELEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EMPLOYEE:

_____ By: _____
Date Executed Mamatha Sparks

DALLAS AREA RAPID TRANSIT:

_____ By: _____ Board Chair
Date Executed Title

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") dated _____2026, is by and between **Dallas Area Rapid Transit** ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, and Mamatha Sparks ("Sparks"), in her individual capacity. Individually each referred to herein as "Party" and collectively referred to as the "Parties".

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

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

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

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

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

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

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

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

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

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

to her reputation. Should DART be compelled by law or otherwise to disclose confidential information, it shall promptly, to the extent feasible, notify Sparks in writing in advance of any such disclosure obligation prior to such disclosure.

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

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

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

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

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

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

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

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

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

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

DALLAS AREA RAPID TRANSIT	**Mamatha Sparks**
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Date: _____
Date: _____	