

Agenda
Dallas Fort Worth International Airport
Board of Directors
February 6, 2025
8:30 AM

Meeting Place
2400 Aviation Drive
Board Room – DFW Airport Headquarters Building DFW Airport, TX 75261

This meeting location is accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting James Baker at 972 973-4755, or T.D. 1-800-RELAY-TX (1-800-735-2989) for information or assistance.

For DFW Airport Board Meeting Information or to register to speak at a Board Meeting, please call 972 973-5752 by 5:00 p.m. the day before the meeting.

Consent Agenda – all items under this heading are a part of the Consent Agenda and require little or no deliberation by the Board. Approval of the Consent Agenda authorizes the Chief Executive Officer or his designee to implement each item in accordance with staff recommendation.

A closed executive session may be held with respect to a posted agenda item if the discussion concerns one of the following:

1. Contemplated or pending litigation or matters where legal advice is requested of the Board’s Legal Counsel. Texas Government Code Section 551.071.
2. Discussion concerning sale or lease of real property, or negotiated contracts for donations to the Board, when such discussions would have a detrimental effect on the negotiating position of the Board. Texas Government Code Section 551.072.
3. Personnel matters involving discussions of the qualifications or performance of identifiable individuals already employed or being considered for employment by the Board. Texas Government Code Section 551.074.
4. The deployment, or specific occasions for implementation, of security personnel or devices. Texas Government Code Section 551.076.

AGENDA

- A. Invocation
- B. Pledge of Allegiance
- C. Election of Officers
- D. Announcement
- E. Financial Report
- F. Approve Minutes of the Regular Board Meeting of January 13, 2025

RETIREMENT AND INVESTMENT COMMITTEE

Action Items for Consideration

Cyril Puthoff	R-1.	Approve Restatement of the Retirement Plan for DPS Covered Employees of the Dallas/Fort Worth International Airport Board and approve Amendment Two to the Retirement Plan for Employees of Dallas/Fort Worth International Airport Board.
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OPERATIONS COMMITTEE

Consent Items for Consideration

- Tammy Huddleston O-1. Approve to ratify contract no. PA1647, for Emergency Repair of Sanitary Sewer System Serving North Remote Parking, with Reyes TX, Inc., of Grand Prairie, Texas, in an amount not to exceed \$140,000, for the 59 calendar-day term of the contract with a start date of December 2024; and that the Chief Executive Officer or designee be authorized to execute said contract.
- Robert Gray O-2. Approve to issue purchase order no. DFW6427, for Custom Airfield Lighting Trailer with Clegg Industries, Inc. of Victoria, Texas, in an amount not to exceed \$150,000, with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order.
- Robert Gray O-3. Approve to execute contract no. PA1557, for Supply of Lamps and Ballasts, with Voss Electric Company dba Voss Lighting of Farmers Branch, Texas, in an amount not to exceed \$134,000, for the one-year term of the contract with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.
- Robert Gray O-4. Approve to execute contract no. PA1657 for Sulfuric Acid, with Univar Solutions USA, LLC of Downers Grove, Illinois, in an amount not to exceed \$173,552, for the three-year term of the contract, with a start date of March 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

Action Items for Consideration

- Sandra Lancaster O-5. Approve to increase contract no. 7006569, for Solid Waste Disposal Services, with Community Waste Disposal L.P., of Dallas, Texas, in an amount not to exceed \$6,759,862, for a revised not to exceed the contract amount of \$33,799,309, with a contract completion date of January 8th, 2028; and that the Chief Executive Officer or designee is authorized to execute said contract.
- Tammy Huddleston O-6. Approve to issue purchase order no. DFW7587, for Heating, Ventilation and Air Conditioning Equipment for the Rental Car Center, with HTS of Texas, of Carrollton, Texas, in an amount not to exceed \$2,002,930, with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order.
- Tammy Huddleston O-7. Approve to execute contract no. PA1459, for Survey and Inspections Services, with Arredondo, Zepeda & Brunz, LLC of Dallas, Texas, in an amount not to exceed \$7,000,000, for the five-year term of the contract with a start date of February 2025; and that the Chief Executive Officer or designee be authorized to execute said contract.
- Tammy Huddleston O-8. Approve to execute contract no. PA1423, for Ground Transportation Administration Building Renovation with JonesCo General Contractors, LLC of Lewisville, Texas, in an amount not to exceed \$2,483,761, for the 330 calendar-day term of the contract, with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.
- Tammy Huddleston O-9. Approve to execute contract no. PA1521, for HARP 3 Lift Station with JonesCo General Contractors, LLC, of Lewisville, Texas, in an amount not to exceed \$3,183,735, for the 320 calendar-day term of contract with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

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| Robert Gray | O-10. | Approve to issue purchase order no. DFW7619, for OEM Parts for the Central Utility Plant's York Chillers, with Johnson Controls of Fort Worth, Texas, in an amount to exceed \$2,198,812.04 with a purchase date of February 2025; and that the Chief Executive Office or designee is authorized to execute said purchase order. |
| Robert Gray | O-11. | Approve to issue purchase order no. DFW6070, for Airfield Passenger Boarding Ramp, with Keith Consolidated Industries, Inc., of White City, Oregon, in an amount not to exceed \$632,105, with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order. |
| Jon Taylor | O-12. | Approve to issue two purchase orders for Fire Apparatus with Siddons Martin Emergency Group, LLC of Denton, Texas: DFW7622, in an amount not to exceed \$499,332 and purchase order no. DFW7623, in an amount not to exceed \$1,274,648 with purchase dates of February 2025, for a total action amount of \$1,773,980; and that the Chief Executive Officer or designee is authorized to execute said purchase order. |
| Jon Taylor | O-13. | Approve to issue purchase order no. DFW7624, for Fire Rescue Vehicle with Metro Fire Apparatus Specialists, Inc., of Houston, Texas, in an amount not to exceed \$1,842,691 with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order. |

FINANCE, AUDIT, and IT COMMITTEE

Consent Items for Consideration

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| Elaine Rodriguez | F-1. | Approve to increase Legal Services contract no. 8004897 for Orenstein Law Group in the amount of \$50,000 for a revised not to exceed amount of \$344,250. |
| Catrina Gilbert | F-2. | Approve to procure and bind coverage for Excess Workers Compensation Insurance with Starr Aviation for a one-year policy term effective March 1, 2025 in the amount of \$290,068, and that the Chief Executive Office or designee is authorized to execute said policy. |
| Cyril Puthoff | F-3. | Approve to execute contract no. PA1655, for the Executive Physicals Program with Cooper Clinic of Dallas, Texas, for the initial three-year contract amount of \$120,000, and three, one-year options in the amount of \$120,000, for a total estimated contract amount of \$240,000, with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion and execute said contract. |
| Cyril Puthoff | F-4. | Approve to execute contract no PA1594, for Commercial Fitness Equipment, with Advanced Healthstyles Fitness Equipment Inc. of Littleton, Colorado, in an amount not to exceed \$126,597.70, for the one-year term of the contract, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to execute said contract. |
| Michael Youngs | F-5. | Approve to ratify an increase to contract no. 7006392, for Cellular and Data Services, with AT&T Mobility, of Atlanta, Georgia, in an amount not to exceed \$74,863.67, for a revised not to exceed contract amount of \$4,657,968.19; the current contract completion date of October 10, 2025 is not affected by this action; and that the Chief Executive Officer or designee is authorized to execute said contract. |

- Michael Youngs F-6. Approve to ratify an increase to contract no. 8005528, for Cellular/Distributed Antenna System Industry and Technical Consulting Services with Cell Site Capital LLC, of Columbus, Ohio, in an amount not to exceed \$31,501.21, for a revised not to exceed contract amount of \$1,776,877.93, the current contract completion date of February 2025, is not be affected by this action; and that the Chief Executive Officer or designee is authorized to execute said contract.
- Michael Youngs F-7. Approve to execute contract no. PA1672 for Abnormal Inbound Email Security with Insight Public Sector Inc., of Chandler, Arizona, for the initial one-year contract amount of \$79,600, and two, one-year options in the amount of \$159,200, for a total estimated contract amount of \$238,800, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to exercise option years at the Airport's discretion and execute said contract.
- Michael Youngs F-8. Approve to execute contract no. PA1648, for E Citation Mobile Data System and Maintenance, with Tyler Technologies of Plano, Texas, in an amount not to exceed \$201,228.30 for the five-year term of the contact, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to execute said contract.

Action Items for Consideration

- Elaine Rodriguez F-9. Approve to execute a Settlement Agreement and Release with Ragle, Inc. to resolve a dispute regarding work performed pursuant to contract no. 9500775 in connection with the Rehabilitation of Runway 17L/35R Storm Drain-Pipes Project.
- Bruce Collins F-10. Approve authorization to exercise options for multi-year contracts more than \$10,000,000, for the third quarter of Fiscal Year 2025.
- Catrina Gilbert F-11. Approve to procure and bind coverage for All Risk Property program with American Home Assurance (AIG) for a one-year policy term effective March 1, 2025 in the amount of \$13,700,000, and that the Chief Executive Office or designee is authorized to execute said policy.
- Cyril Puthoff F-12. Approve to increase contract no. PA1059, for Accenture Consulting Services with Accenture LLC, of Austin, Texas, in an amount not to exceed \$2,221,000, for a revised total contract of \$10,606,244. The current contract completion date of October 2025, is not affected by this action; and that the Chief Executive Officer or designee is authorized to execute said contract.
- Cyril Puthoff F-13. Approve to execute contract no. PA1561, for Mental Health and Wellness Services, with Respond. Restore. Resolve of Fort Worth, Texas, for the initial two-year contract amount of \$175,000, and four, one-year options in the amount of \$350,000, for a total estimated contract amount of \$525,000, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to exercise options years at the Airport's discretion and execute said contract.
- Michael Youngs F-14. Approve to execute contract no. PA1674, for Parking Guidance System with Indect USA Corporation of Irving, Texas, in an amount not to exceed \$2,000,000, for the five-year term of the contract with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

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| Michael Youngs | F-15. | Approve to execute contract no. PA1681 for Geographic Information System Software and Maintenance, with ESRI Inc. of Redlands, California, in an amount not to exceed \$1,185,000 for the three-year term of the contract, with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract. |
| Michael Youngs | F-16. | Approve to increase contract no. 8005453, for Automated Access Control System Integrator and Maintenance Services, with Convergent Technologies, LLC, of Schaumburg, Illinois, in an amount not to exceed \$2,150,000, for a revised not exceed contract amount of \$10,750,000; and that the Chief Executive Officer or designee is authorized to execute said contract. |
| Michael Youngs | F-17. | Approve to execute contract no. PA1683, for Computer-Aided Dispatch and Records Management System, with Central Square of Lake Mary, Florida, in an amount not to exceed \$2,309,975.47 for the five-year term of the contract, with a start date of April 2025; and that the Chief Executive Office or designee is authorized to execute said contract. |
| Michael Youngs | F-18. | Approve to execute contract no. PA1682, for Enhanced Call Center System, with Voxai Solutions, Inc., of Coppell, Texas, in an amount not to exceed \$2,821,417.70, for the three-year term of the contract, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to execute said contract. |
| Michael Youngs | F-19. | Approve to increase contract no. 8005405 for Information Technology Consulting Services with The Evolvers Group, L.P., of Flower Mound, Texas, in an amount not to exceed \$1,875,000, for a revised not to exceed contract amount of \$9,375,000, with a revised contract completion date of February 2026; and that the Chief Executive Office or designee is authorized to execute said contract. |

Discussion Items

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| Bruce Collins | F-20. | Report to the Airport Board solicitations received and rejected on a quarterly basis. |
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CONCESSIONS AND COMMERCIAL DEVELOPMENT COMMITTEE

Action Items for Consideration

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| Zenola Campbell | C-1. | Consent to purchase of TGIF/DFW Partner, LLC and the assignment by TGIF/DFW Partner, LLC of its interests in TGIF/DFW Terminal A Restaurant Joint Venture and TGIF/DFW Terminals B, C and E Restaurant Joint Venture, and authorize the Chief Executive Officer or his designee to execute such consent. |
| Zenola Campbell | C-2. | Approval to amend term extension of Lease agreement 008114, dba Smoothie King and cotermiante with Lease agreement 008113 upon opening of new concept. |
| Zenola Campbell | C-3. | Approval to enter into a Lease Agreement with Genesco Partners Joint Venture #18 |

FULL BOARD

1. Registered Speakers (items unrelated to agenda items.)

2. Next Committee Meeting: March 4, 2025
 Next Board Meeting: March 6, 2025



**Retirement and Investment Committee Meeting
Tuesday, February 4, 2025
12:30 PM**

AGENDA

1. Approve Minutes of the Retirement and Investment Committee Meeting of December 3, 2024.

RETIREMENT AND INVESTMENT COMMITTEE

Action Items for Consideration

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| Cyril Puthoff | R-1. | Approve Restatement of the Retirement Plan for DPS Covered Employees of the Dallas/Fort Worth International Airport Board and approve Amendment Two to the Retirement Plan for Employees of Dallas/Fort Worth International Airport Board. |
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**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Retirement and Investment
Committee**

Resolution No.:

Subject: Amendments to DFW Employee Pension Plans

Department: Human Resources

Amount:

Revised Amount:

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve Restatement of the Retirement Plan for DPS Covered Employees of the Dallas/Fort Worth International Airport Board and approve Amendment Two to the Retirement Plan for Employees of Dallas/Fort Worth International Airport Board.

BACKGROUND:

- The Retirement Plan for Department of Public Safety Covered Employees of Dallas/Fort Worth International Airport Board (the "DPS Plan") is being amended and restated to allow an existing employee to participate in the DPS Plan if they become a commissioned police officer or certified fire fighter. These changes will also provide that participants who continue to be employed by the Airport but who change to an employment status that is not eligible to participate in the DPS Plan, such as a civilian position or a part-time or temporary one, will cease active participation in the DPS Plan. However, if the individual is again employed in a DPS Covered Position, the individual will again actively participate in the DPS Plan. The revisions to this plan are necessary to accommodate participants transferring in and out of this plan.
- The Retirement Plan for the Employees of Dallas/Fort Worth International Airport Board (the "Employee Plan") is being amended to provide that participants who continue to be employed by the Airport but who change to an employment status that is not allowed to participate in the Employee Plan, such as a part-time or temporary position, will cease active participation in the Employee Plan. This means that any compensation paid or service rendered after active participation ceases will not be counted in determining the amount of the individual's pension. Once a participant ceases active participation in the Employee Plan, he or she will not again be eligible to participate in the Plan.
- Both the DPS Plan and Employee Plan are also being amended for recent legislation that increased the latest age that distributions must commence.

D/S/M/WBE INFORMATION:

- N/A

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
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Attachments: DFW Airport Employees Retirement Plan Amendment Two (pending BoD approval), DFW Airport Employees Retirement Plan Amendment Two (pending BoD approval)

Approvals

Cyril Puthoff, Vice President - Human Resources	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Amendments to DFW Employee Pension Plans

Official Board Action - Action

Resolution No.:

Draft

**RESTATEMENT OF
RETIREMENT PLAN FOR
DPS COVERED EMPLOYEES
OF
DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD
AS AMENDED AND RESTATED
EFFECTIVE March 1, 2025**

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DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD**

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**RETIREMENT PLAN FOR DPS COVERED EMPLOYEES OF
DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD**

As Amended and Restated Effective March 1, 2025

ARTICLE 1 -

PURPOSES OF AND AMENDMENT OF THE PLAN

1.1 Amendment of the Plan. DFW established the Retirement Plan for Public Safety Officers of Dallas/Fort Worth International Airport Board, effective as of October 1, 1999, and thereafter amended such plan from time to time (the "Prior Plan"). The Prior Plan was amended and restated generally effective January 1, 2008 and the name of the Plan was changed to the "Retirement Plan for DPS Covered Employees of Dallas/Fort Worth Airport Board," and is hereby subsequently amended and restated generally effective January 1, 2016, except as otherwise provided below. Without limiting the generality of the effective date provisions of the Plan, unless expressly provided to the contrary, each amendment of the Plan shall apply to all Employees who have not attained their Annuity Starting Date on or before the Effective Date of the provision of reference.

1.2 Purpose. The purpose hereof is to provide retirement income and certain other benefits for certain Employees in DPS Covered Positions and their Beneficiaries in return for their loyal and faithful service. It is the intention of DFW that this Plan shall meet all of the requirements necessary or appropriate for a governmental plan to qualify it under Section 401(a) of the Code.

1.3 Trust Agreement. In furtherance of this Plan, DFW has entered into a Trust Agreement with the Trustee, for the purpose of carrying out the provisions of the Plan.

1.4 Return of DFW Contributions. If DFW in good faith determines that a contribution was made by reason of a mistake of fact, the amount of the mistaken contribution shall be returned to DFW. All payments of returned contributions under this § 1.4 must be made within one (1) year from the date of the payment of such mistaken contribution. The amount of the mistaken contribution shall be the excess of (1) the amount contributed over (2) the amount that would have been contributed had there not occurred a mistake of fact. Earnings attributable to the excess contribution shall not be returned to DFW, but losses attributable thereto shall reduce the amount otherwise returnable.

1.5 Reference to Internal Revenue Code. When reference is made to a particular Section of the Internal Revenue Code of 1986, the reference shall mean that Section as it now exists and as it may from time to time be amended and shall include all corresponding provisions of future Internal Revenue Service laws or applicable regulations that may later be enacted.

1.6 Adoption of Texas QDRO and Spousal Consent Rules. The Plan by this restatement continues to adopt Subchapters A, B and C of Chapter 804 of the Texas Government Code. The Plan Administrator shall be the "administrative head" for purposes of Chapter 804.

1.7 Definition of Spouse. The word “spouse” as used in this Plan shall mean a Participant’s legal spouse, whether opposite-sex or, to the extent required under the Code and allowed by Texas state law applicable to DFW, same-sex, in a marriage validly entered into under the laws of a United States or foreign jurisdiction having the authority to sanction marriages,; provided, however, that the Plan Administrator may require the Participant to provide evidence of marriage, which may include a marriage certificate or other documentation satisfactory to the Plan Administrator.

1.8 A Participant who continues to be employed by DFW but who ceases to satisfy the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee or otherwise as not being employed in a DPS Covered Position (as defined below), will cease active participation in the Plan, and his benefit under the Plan shall be based solely on his Years of Benefit Service and Final Average Monthly Compensation accrued under this Plan during the time that the Participant was an eligible Employee who was actively participating in the Plan. Any service, compensation, disability or on-the-job injury related to any employment while the Participant is not an eligible Employee shall not be taken into account for any purpose under the Plan, except for the purposes of determining the Participant’s Years of Vesting Service, determining whether the Participant obtained his Early Retirement Age prior to the Participant’s Separation and preventing commencement of an in-service distribution of benefits.

**ARTICLE 2 -
DEFINITIONS**

As used in the Plan:

2.1 “*Accrued Benefit*” shall mean the monthly retirement income payable to a Participant in the Normal Form commencing at such Participant’s Normal Retirement Date which has accrued to the date of determination.

2.2 “*Accumulated Contributions*” means for a Participant, at each time of reference, the excess of (i) such Participant’s accumulated mandatory employee contributions under Section 4.1 (without interest) plus the amounts re-contributed (including interest) by the Participant after a new Date of Employment to replace an earlier distribution following a Separation, over (ii) the amount of all prior distribution(s) of such accumulated mandatory employee contributions and re-contributions to such Participant or such Participant’s Beneficiary.

2.3 “*Actuarial Equivalent*” or “*Actuarially Equivalent*” shall mean equality in value of the aggregate amounts expected to be received at the time of reference under different forms of payment based upon the mortality table prescribed in Revenue Ruling 2001-62 and an interest rate assumption of *eight percent (8%)*.

2.4 “*Actuary*” shall mean an enrolled actuary, within the meaning of Section 7701(a)(35) of the Code, or a firm of actuaries with which an enrolled actuary is associated, selected by the Plan Administrator to provide actuarial services in connection with the administration of the Plan.

2.5 “*Affiliate*” shall mean any business entity that is a member of a group which includes DFW under Sections 414(b), (c), (m) or (o) of the Code.

2.6 “*Annuity Starting Date*” shall be the first day of the first period for which an amount is payable (not the actual date of payment) as an annuity or in the case of a benefit not payable in the form of an annuity, the first day in which all events have occurred which entitle the Participant to such benefit, but, in either event, not earlier than thirty (30) days after the Participant files a proper written request for payment in the form and manner prescribed by the Plan Administrator, and not later than the Required Beginning Date.

2.7 “*Anticipated Monthly Primary Insurance Amount*” shall mean:

2.7.1 for a Participant who had attained his Normal Retirement Age on or prior to the date of his Separation, the amount equal to the monthly old-age insurance benefit, determined as of the date of his Separation under the provisions of the Social Security Act as in effect on the December 31 immediately preceding his date of Separation that is payable to him on his date of Separation or, if later, on the earliest date thereafter on which such benefits could possibly commence (in each case determined without regard to whether he applies for his Social Security benefits to be effective on such date or whether, by virtue of remaining in employment, he is ineligible therefor); or

2.7.2 for a Participant who had not attained his Normal Retirement Age prior to the date of his Separation, the amount equal to the monthly old-age insurance benefit, determined as of the date of his Separation under the provisions of the Social Security Act as in effect on the December 31 immediately preceding the date of his Separation, that would be payable to him at age sixty-five (65) if he had continued in service with DFW until he attained age sixty-five (65), and assuming that his future Social Security earnings from his date of Separation until he attains age sixty-five (65) will continue at the same rate each year: (i) as if he is not Disabled on his date of Separation, his regular rate of compensation immediately prior to the date of his Separation; and (ii) as if he is Disabled on his date of Separation, his regular rate of compensation immediately prior to the date he became Disabled.

Any automatic cost-of-living or other specified increases in benefit levels and in the contribution and benefit base under the Social Security Act that become effective after the December 31 immediately preceding the Participant’s date of Separation shall be ignored in determining the Participant’s Anticipated Monthly Primary Insurance Amount; provided, however, that the adjustment due to wages received prior to the Participant’s attainment of age sixty-five (65) and during the calendar year in which he attains age sixty-five (65) shall be applied, if applicable, as though such adjustment were effective on the date he attained age sixty-five (65). The determination of the amount of a Participant’s Anticipated Monthly Primary Insurance Amount shall be made by the Plan Administrator based on available information. If Social Security earnings, as determined by the Social Security Administration, are provided by the Participant then they may be used in lieu of the Social Security earnings information in the files of DFW. For such years that information is not available from the records of DFW, and is not provided by the Participant within six (6) months after being advised in writing of his right to furnish his actual salary history, it will be assumed that the Participant’s wages had increased each calendar year at the same percentage rate as the average of the total wages (as specified in Section 215(b)(3)(A)(ii) of the Social Security Act) for such calendar years.

2.8 “*Base Compensation*” shall mean the sum of (a) the Employee’s regular rate of pay paid through DFW’s payroll system, including regular pay received for paid (i) time off, (ii) sick leave, or (iii) short-term disability, without limitation, disregarding special bonuses, overtime, amounts paid during the Disability Period, payments made as a result of an OJI, and other special payments, plus (b) the Participant’s Disability Compensation (if any), plus (c) the Participant’s OJI Compensation (if any), all as reasonably determined by the Plan Administrator.

2.9 “*Beneficiary*” shall mean the person(s) eligible to receive benefits as a result of the death of the Participant.

2.10 “*Board*” shall mean the board of directors of DFW as from time to time constituted.

2.11 “*Break in Service*” shall mean a period of at least three hundred, sixty-five (365) consecutive days beginning on the date of a Participant’s Separation and ending on such Participant’s subsequent Date of Employment.

2.12 “*Code*” shall mean the Internal Revenue Code of 1986, as amended.

2.13 “*Compensation*” shall mean a an Employee’s Base Compensation, plus each lump sum award (if any) paid to the Employee which DFW intends to be benefit bearing, as determined in accordance with DFW’s books and records, but disregarding for all purposes amounts paid to an Employee during a Plan Year which are in excess of the Statutory Limit for such Plan Year. The Statutory Limit is determined under Section 401(a)(17) of the Code, and applicable Treasury regulations as in effect from time to time, and as adjusted by the Commissioner for increases in the cost of living.

Notwithstanding the foregoing provisions of this § 2.13, a Participant whose Date of Employment is on or before December 31, 1995 (“Grandfathered Participant”) will not be subject to the Statutory Limit on his Compensation for any Plan Year; provided, however, that such Grandfathered Participant will cease to be a Grandfathered Participant, and will be subject to the Statutory Limits, with respect to Compensation (if any) earned following a Break in Service which ends after December 31, 1995.

Notwithstanding the above, *Compensation* shall not include any amounts paid to such Participant for services performed during a period in which a Participant is not actively participating in the Plan because such Participant does not satisfies the definition of Employee (in a DPS Covered Position), including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee or otherwise being employed in a non-DPS Covered Position.

2.14 “*Cost-Of-Living Adjustment*” shall mean, effective on January 1, 2004 and notwithstanding any other provision of this § 2.14 to the contrary, for each January, the cost-of-living adjustment which shall be effectuated at the same time and manner as provided under the Social Security Act, as amended, with respect to Social Security retirement benefits; provided, however, that the Cost of Living Adjustment for a Plan Year shall never increase or decrease a Participant’s Pension Benefit, as determined immediately prior to such Plan Year’s Cost of Living Adjustment, by more than three percent (3%), regardless of the applicable percentage change under the Social Security Act for such year. The Cost-of-Living Adjustment shall in and of itself never reduce a Pension Benefit below the amount originally payable during such Plan Year determined as of the Annuity Starting Date.

2.15 “*Credited Months*” shall mean, for a Participant, (i) all completed months (completion based on the attainment of the monthly anniversary of the Participant’s Date of Employment or if applicable, the date the Participant became an Employee (in a DPS Covered

Position)) occurring during such Participant's Period of Service, plus, (ii) if such Participant is a Qualified Disabled Participant, then his Disability Service, plus (iii) such Participant's OJI Service, if any; but excluding (and disregarding for all purposes) (a) those completed months (if any) which occur during a Period of Service subsequent to a Participant's Separation and prior to the Participant's subsequent new Date of Employment, or (b) those completed months (if any) which occur during a Period of Service prior to January 1, 2008 which are excluded from "Credited Service" under the terms of the Prior Plan (or any prior or predecessor plan).

Notwithstanding the above, no Periods of Service (or other periods of employment) occurring during a period in which a Participant is not actively participating in the Plan because such Participant does not satisfy the definition of Employee, including without limitation due to being identified in DFW's books and records as a part-time or temporary employee or otherwise being employed in a non-DPS Covered Position, shall be treated as Credited Months (such that no additional Credited Months can accrue for any Participant for any period in which such Participant is not an eligible Employee (in a DPS Covered Position)).

2.16 "*DFW*" shall mean the Dallas/Fort Worth International Airport Board, which is the sponsor of the Plan and the employer of the Participants hereunder.

2.17 "*Date of Employment*" shall mean the first date, including the first date subsequent to a Separation, on which (i) the person renders an Hour of Service prior to October 1, 1999, and (ii) the person renders an Hour of Service on or after October 1, 1999 in a DPS Covered Position.

2.18 "*Disability*" and "*Disabled*" shall mean an eligible Employee's suffering an incapacity such that, immediately after the "Elimination Period" (as defined in the Disability Plan), he is entitled to receive a "Monthly Payment" (as defined in the Disability Plan) from DFW (or the insurer selected by DFW, if applicable). By way of clarification and not by limitation, an Employee must be in a DPS Covered Position when incurring a Disability in order to be treated as Disabled under the Plan.

2.19 "*Disability Compensation*" shall mean a Qualified Disabled Participant's Base Compensation with respect to the pay period next preceding the commencement of his Disability (immediately prior to the Elimination Period) which, solely for purposes of determining such Qualified Disabled Participant's Compensation under the Plan shall be deemed to continue during his Disability Period at the same rate.

2.20 "*Disability Period*" shall mean the period commencing on the date an eligible Employee's (in a DPS Covered Position) "Monthly Payments" (as defined in the Disability Plan) begin, and ending on earlier of (i) the first date as of which he ceases being eligible to receive such Monthly Payments, and (ii) his Annuity Starting Date.

2.21 "*Disability Plan*" shall mean, with respect to an Employee (in a DPS Covered Position) the long-term disability income program sponsored and maintained by DFW, and any successors to such program, as in effect on the date of such Employee's Disability.

2.22 “*Disability Service*” shall be credited only to a Qualified Disabled Participant, and, subject to the provisions of Article 7, shall mean the whole months occurring during such Qualified Disabled Participant’s Disability Period.

2.23 “*DPS Covered Position*” shall mean a Public Safety Recruit, a Fire Recruit, a Commissioned Public Safety Employee, or a Fire Certified Employee, all as determined in the books and records of DFW or such other individual employed in a position that is eligible to participate in this Plan, as shown in the books and records of DFW.

2.24 “*Early Retirement Age*” shall mean either (i) the attainment of age fifty-five (55) and completion of five (5) Years of Vesting Service, (ii) satisfaction of the Rule of 80, or (iii) satisfaction of the Twenty-Five Year Rule.

2.25 “*Early Retirement Date*” shall mean the first day of the month coincident with or next following the date of the Participant’s Separation after his Early Retirement Age, or any subsequent month, as of which such Participant elects to commence his Early Retirement Pension.

2.26 “*Early Retirement Pension*” shall mean, for each Participant who qualifies under the Rule of 80 or the Twenty-Five Year Rule, the Pension Benefit payable in the Normal Form commencing on his Early Retirement Date. For each Participant not described in the first sentence of this § 2.26, the Early Retirement Pension shall be equal to the product of (i) his Normal Retirement Benefit multiplied by (ii) a reduction factor equal to the excess of (x) one hundred percent (100%) over (y) the percentage determined by multiplying (a) 0.4166% (i.e. five percent [5%] per year) by (b) the number of full months by which his Early Retirement Date precedes his Normal Retirement Date; provided, however, that for such Participants not described in the first sentence of this § 2.26 who Separate due to an involuntary reduction in force by DFW (as determined by the Chief Executive Officer of DFW) on or after June 1, 2003, and on or before December 31, 2007, the reduction factor otherwise calculated under (ii) of this § 2.26 shall be limited to a maximum of sixty-five percent (65%).

2.27 “*Effective Date*” generally shall be [March 1, 2025], but also shall mean, as to any provisions effective earlier or later than March 1, 2025, the effective date for such provisions as set forth under **Article 14**, or as expressly provided in the provision itself. 1/1/2025

2.28 “*Eligible Spouse*” shall mean the spouse of a Participant, if any, who (i) for the purpose of determining eligibility for an unadjusted Qualified Joint and Survivor Annuity as the Normal Form, is married to such Participant for at least one (1) year immediately preceding the date of Separation next preceding such Participant’s Annuity Starting Date and continues to be married to such Participant (for a total period of at least one (1) year immediately preceding such Participant’s Annuity Starting Date) on such Participant’s Annuity Starting Date, and (ii) for the purpose of determining the form in which benefits will be paid in the absence of a spouse’s consent, has been married to such Participant for a period of at least one (1) year immediately preceding such Participant’s Annuity Starting Date; provided, however, that the term shall also include a former spouse of a Participant to the extent expressly provided in a Qualified Domestic Relations Order. Without limiting the generality of the forgoing, an Eligible Spouse can be (but need not be) described in both (i) and (ii).

2.29 “*Employee*” shall mean any person who is carried as a regular employee on the payroll records of DFW, and, without limitation, shall exclude (i) individuals identified in DFW’s books and records as part-time or temporary employees or as not being employed in a DPS Covered Position, (ii) any person whose services are contracted for under an oral or written contract with a third party, including leased employees as defined in Section 414(n) of the Code, and (iii) any other person who may be deemed to be a common law employee of DFW but who is not carried as a regular employee on the books and records of DFW.

2.30 “*ERISA*” shall mean the Employee Retirement Income Security Act of 1974, as amended.

2.31 “*Final Average Monthly Compensation*” shall mean the following for any Participant who Separates on or after December 31, 2007. By way of clarification, only Compensation paid while a Participant is an Employee (in a DPS Covered Position) will be included in the computation of Final Average Monthly Compensation.

2.31.1 if such Participant shall not have a Qualifying Break in Service or if the Participant has not transferred out of active participation in the Plan and then transferred back in , the quotient which results from dividing (i) such Participant’s aggregate Compensation paid during the thirty-six (36) consecutive completed calendar months ending immediately prior to or coincident with his last Separation immediately preceding his Annuity Starting Date, or if the Participant was not an Employee (in a DPS Covered Position) at his last Separation, the thirty-six (36) consecutive completed calendar months ending immediately prior to or coincident with the last date the Participant was an Employee (in a DPS Covered Position) immediately preceding his Annuity Starting Date (“36-Month Period”), by (ii) thirty-six (36). If such Participant completes fewer than thirty-six (36) consecutive completed calendar months with DFW preceding such date, his actual number of consecutive completed calendar months shall be substituted for thirty-six (36) under clause (ii) of the immediately preceding sentence for the purpose of determining his Final Average Monthly Compensation. Notwithstanding the foregoing, Compensation for a partial calendar month in which the Participant’s last Separation occurs (or if the Participant was not an Employee (in a DPS Covered Position) at his last Separation, the partial calendar month in which the Participant ceased to be an Employee (in a DPS Covered Position) shall be counted as the last month of the 36-Month Period, if doing so results in a larger Final Average Monthly Compensation amount; and in the case of an Employee who returns to the active service of DFW (and active participation in the Plan) following a month(s) during which he did not receive any Compensation from DFW because of either (iii) a Leave of Absence, or (iv) an absence of less than three hundred, sixty-five (365) days, such months during

which he did not receive any Compensation from DFW shall be ignored or excluded in determining the 36-Month Period to be used in determining the Participant’s Final Average Monthly Compensation at a subsequent date; or

2.31.2 if such Participant shall have one or more Qualifying Break in Services(s), “Final Average Monthly Compensation” shall refer to such Participant’s “Pre-Break Final Average Monthly Compensation” and a “Post-Break Final Average Compensation,” collectively, except where reference to only one such category of final average monthly compensation is intended, in which case reference will be made to the specific category of final

average monthly compensation. Such Participant's "Pre-Break Final Average Monthly Compensation" is determined under § 2.31.1 as though the day preceding the first day of the Qualifying Break in Service were such Employee's last Separation immediately preceding his Annuity Starting Date (or if the Participant was not an Employee (in a DPS Covered Position) on the day preceding the first day of the Qualifying Break in Service, such "Pre-Break Final Average Monthly Compensation" is determined as though the day the Participant ceased to be an Employee (in a DPS Covered Position) immediately preceding the Qualifying Break in Service was his last Separation immediately preceding his Annuity Starting Date). Such Participant's Post-Break Final Average Monthly Compensation is determined under § 2.31.1 as though the day after such Participant's Qualifying Break in Service was his initial Date of Employment, provided the Participant was an Employee (in a DPS Covered Position) on that date, and if not, as though the first date the Participant became an Employee (in a DPS Covered Position) as such Qualifying Break in Service was his initial Date of Employment.

If a Participant has more than one Periods of Service while in a DPS Covered Position, his Final Average Monthly Compensation related to each such Periods of Service while in a DPS Covered Position will be determined under the principles of § 2.31.1 where the 36-Month Period will be based on the thirty-six (36) completed calendar months ending on the last day that such Participant was in a DPS Covered Position during the relevant Period of Service. If such Participant completes fewer than thirty-six (36) completed calendar months during such Period of Service while in a DPS Covered Position, his actual number of completed calendar months while in a DPS Covered Position during that Period of Service shall be substituted for thirty-six (36) in the prior sentence.

2.32 *"Hour of Service"* shall mean, for purposes of determining an Employee's Date of Employment (which is its only function), each hour for which the Employee is paid or entitled to payment by DFW for the performance of duties as an Employee.

2.33 *"Inactive Participant"* shall mean any Participant who is not employed by DFW at the time of reference and who has not forfeited his Accrued Benefit pursuant to § 8.2.

2.34 *"Initial Vesting Date"* shall mean for any Participant who was employed as an Employee by DFW on or before December 31, 2002, the first to occur of (i) the date on which the Participant has completed five (5) Years of Vesting Service, or (ii) the Participant's sixty-second (62nd) birthday. Notwithstanding anything in the preceding sentence to the contrary, for a Participant who first becomes an Employee on or after January 1, 2003, the "Initial Vesting Date" shall mean the date on which the Participant has completed five (5) Years of Vesting Service. Effective January 1, 2008, notwithstanding the foregoing, a Participant's "Initial Vesting Date" shall occur no later than the last to occur of (i) the Participant's attainment of age 65 while employed as an Employee by DFW or (ii) the Participant's completion of five (5) Years of Vesting Service.

2.35 *"Late Retirement Date"* shall mean the first day of the month coincident with or next following the date of the Participant's Separation after his Normal Retirement Date, or any subsequent month, as of which such Participant elects to commence his Late Retirement Pension.

2.36 “*Late Retirement Pension*” shall mean a monthly amount, payable in the Normal Form, equal to the amount calculated as provided under § 2.43 after substituting “Late Retirement Date” for “Normal Retirement Date” where it appears.

2.37 [Reserved].

2.38 “*Lump Sum*” shall mean the payment of a Pension Benefit in a single cash payment which is Actuarially Equivalent to the Normal Form of benefit.

2.39 “*Limitation Year*” shall mean the calendar year.

2.40 “*Normal Form*” shall mean (i) in the case of a Participant who does not have an Eligible Spouse on his Annuity Starting Date, payment of a Participant’s Pension Benefit in equal monthly payments for his lifetime, and (ii) in the case of a Participant who has an Eligible Spouse on his Annuity Starting Date, payment of the Participant’s Pension Benefit in the form of a Qualified Joint and Survivor Annuity.

2.41 “*Normal Retirement Age*” shall mean for any Participant who was employed as an Employee by DFW on or before December 31, 2002, the Participant’s sixty-second (62nd) birthday. Notwithstanding the preceding sentence, effective as of January 1, 2003, for any Participant who first becomes an Employee on or after January 1, 2003, “Normal Retirement Age” shall mean the later of (i) the Participant’s sixty-second (62nd) birthday or (ii) the completion of five (5) Years of Vesting Service.

2.42 “*Normal Retirement Date*” shall mean the first day of the month coincident with or next following the date that the Participant attains (or would attain if he survived) his Normal Retirement Age.

2.43 “*Normal Retirement Pension*” shall mean:

2.43.1 in the case of a Participant who has no portion of his Period of Service earned prior to October 1, 2004, and who does not incur a Break in Service, the product of (i) two and one-fourth percent (2-1/4%) of the Participant’s Final Average Monthly Compensation, multiplied by (ii) the number of his Years of Benefit Service,

2.43.2 in the case of a Participant who has no portion of his Period of Service earned prior to October 1, 2004, and who incurs a Break in Service, the sum of (i) the product of (a) two and one-fourth percent (2-1/4%) of such Participant’s Pre-Break Final Average Monthly Compensation, multiplied by (b) his Pre-Break Years of Benefit Service; plus (ii) the product of (c) two and one-fourth percent (2-1/4%) of the Participant’s Post-Break Final Average Monthly Compensation, multiplied by (d) his Post-Break Years of Benefit Service;

in the case of a Participant who more than one Period of Service while in a DPS Covered Position, the aggregate sum of the following for each Period of Service: the product of two and one-fourth percent (2-1/4%) of such Participant’s Final Average Monthly Compensation for such Period of Service, multiplied by his Years of Benefit Service during such Period of Service.

2.43.3 in the case of a Participant who has a portion of his Period of Service earned prior to October 1, 2004, the amount determined under the Supplement.

2.44 “*OJI*” shall mean the period of an Employee’s (in a DPS Covered Position) absence by reason of an on-the-job injury that qualifies (or would qualify but for a lack of service) for benefits under the DFW On-the-Job Injury Policy (the “*OJI Policy*”) (i) which does not result in such Employee’s Disability, and (ii) pursuant to which the Employee becomes eligible to receive payments (a) under any Workers’ Compensation Act of the United States or of any state or (b) under the *OJI Policy*.

No Participant who ceases active participation in the Plan because such Participant no longer satisfies the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee or otherwise being employed in a non-DPS Covered Position, shall be treated as incurring an *OJI* due to an on-the-job injury that occurs on or after such Participant ceases to be an eligible Employee.

2.45 “*OJI Compensation*” shall mean the Base Compensation with respect to the pay period immediately preceding an Employee’s *OJI*, which, solely for purposes of determining such Employee’s Compensation under the Plan, shall be deemed to continue during his *OJI Period* at the same rate.

2.46 “*OJI Period*” shall mean the period commencing on the date of an Employee’s *OJI* and ending on the earliest of (i) the later of (a) the first date as of which the individual ceases being eligible to receive payments under any Workers’ Compensation Act of the United States or of any state or (b) the first date as of which the individual ceases being eligible to receive payments under the DFW On-the-Job Injury Policy, (ii) the Participant’s Annuity Starting Date, or (iii) one hundred eighty (180) days after the *OJI* occurs.

2.47 “*OJI Service*” shall mean the whole month(s) occurring during an *OJI Period*.

2.48 “*Optional Form*” shall mean the various forms of receiving payment of the Actuarial Equivalent of the Participant’s Accrued Benefit, as described in § 9.3.1.

2.49 “*Participant*” shall mean each person with an Accrued Benefit at the time of reference, and shall include an Inactive Participant unless otherwise provided expressly or by the context.

2.50 “*Pension Benefit*” shall mean, individually and collectively, the benefits actually payable to a Participant, surviving Eligible Spouse, joint pensioner, or Beneficiary hereunder, in the form, and for the term, provided in **Article 9**.

2.51 “*Period of Service*” shall mean the period beginning on a person’s Date(s) of Employment as an Employee (in a DPS Covered Position), or if the person is not an Employee (in a DPS Covered Position) on such date, the date on which the person becomes an Employee (in a DPS Covered Position) and ending as of the earliest of (i) the first day of a Break in Service, (ii) the first day of a Disability Period, (iii) the first day of an *OJI Period* or (iv) the day the Participant is no longer an Employee in a DPS Covered Position; provided, however that without limitation, the Disability Service (if any) attributable to a Disability Period, and *OJI Service* attributable to an

OJI Period are counted in determining Credited Months under § 2.15. Notwithstanding any provisions of this Plan to the contrary, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code as determined by the Plan Administrator in his sole discretion.

Notwithstanding any provision of this Plan to the contrary, Period of Service shall exclude all periods during which a Participant is not actively participating in the Plan because such Participant does not satisfy the definition of Employee, including without limitation due to being identified in DFW's books and records as a part-time or temporary employee or otherwise being employed in a non-DPS Covered Position.

2.52 *"Plan"* shall mean the plan embodied herein, as from time to time amended, and known as the Retirement Plan for DPS Covered Employees of Dallas/Fort Worth International Airport Board.

2.53 *"Plan Administrator"* shall mean DFW's Executive Vice President (or acting Executive Vice President if no Executive Vice President is serving) of Administration and Diversity and any successor to that title or office and/or DFW's Vice President (or acting Vice President if no Vice President is serving) of Human Resources and any successor to that title or office. Either is authorized to act individually or collectively in the capacity of Plan Administrator. The Chief Executive Officer of DFW or his designee is authorized to appoint another title or office as the Plan Administrator in the absence of a readily ascertainable successor to a title or office.

2.54 *"Plan Year"* shall mean calendar year.

2.55 *"Post-Break Final Average Monthly Compensation"* shall have the meaning provided under § 2.31.2.

2.56 *"Pre-Break Final Average Monthly Compensation"* shall have the meaning provided under § 2.31.2.

2.57 *"Post-Break Years of Benefit Service"* shall have the meaning provided under § 2.74.

2.58 *"Pre-Break Years of Benefit Service"* shall have the meaning provided under § 2.74.

2.59 *"Prior Plan"* shall mean the terms and conditions of the Retirement Plan for Public Safety Officers of Dallas/Fort Worth International Airport Board (including any predecessor plan(s) thereto) as in force and effective prior to its amendment and restatement effective January 1, 2008.

2.60 *"Qualified Disabled Participant"* shall mean an Employee whose Disability either(i) occurs after such Employee's Initial Vesting Date, or (ii) results solely from such Employee's injury in the line of duty; provided further, and without limitation, that only a Qualified Disabled Participant will be entitled to the recognition of Disability Compensation or Disability Service.

No Participant who is not actively participating in the Plan because such Participant does not satisfy the definition of Employee, including without limitation due to being identified in DFW's books and records as a part-time or temporary employee or being employed in a non-DPS Covered Position, shall become a Qualified Disabled Participant.

2.61 "*Qualified Domestic Relations Order*" shall mean an order of a court of competent jurisdiction which, under Texas state law, is binding on the Plan Administrator, as reasonably determined by the Plan Administrator.

2.62 "*Qualified Joint and Survivor Annuity*" shall mean an annuity that is payable for the life of the Participant in the form of a monthly payment of the retirement income determined under the provisions of § 2.43 with a survivor annuity payable for the life of his Eligible Spouse which is fifty percent (50%) of the amount of the annuity which is payable during the joint lives of the Participant and his Eligible Spouse. In the case of a Participant whose Eligible Spouse is described in clause (i) of § 2.28, the amount of the monthly annuity payments shall not be reduced to take account of the survivor annuity feature. In the case of a Participant whose Eligible Spouse is not described in clause (i) of § 2.28, the amount of the monthly annuity payments shall be reduced to equal the Actuarial Equivalent of the Normal Retirement Pension payable for the Participant's life only.

2.63 "*Qualifying Break in Service*" shall mean a Break in Service incurred by an Employee who is subsequently employed by DFW, and who, upon his subsequent Date of Employment, receives credit for Pre-Break Years of Benefit Service.

2.64 "*Required Beginning Date*" shall mean the later of (i) April 1st of the calendar year following the calendar year in which Participant attains the oldest applicable age permitted by Section 401(a)(9) of the Code and applicable guidance, or (ii) April 1st of the calendar year following the calendar year in which the Participant retires.

2.65 "*Rule of 80*" shall mean that a Participant has, on or prior to such Participant's Separation, (i) attained at least age fifty (50) while an Employee (in a DPS Covered Position), and (ii) completed the number of Years of Benefit Service that, when added to the Participant's age on such Participant's date of Separation, produces the sum of eighty (80) or more. Notwithstanding any provision hereof to the contrary, in calculating such Participant's Credited Months for purposes of computing his Years of Benefit Service for purposes of this § 2.65, any Period of Service after September 30, 1999 (other than Disability Service) during which such Participant was not making contributions to the Plan shall be disregarded in computing such Credited Months.

2.66 "*Separate*" (and derivations) shall mean the date on which a Participant's employment by DFW shall end. For purposes of clarification and not by way of limitation, a Participant who does not satisfy the definition of Employee, including without limitation due to being identified in DFW's books and records as a part-time or temporary employee or otherwise being employed in a non-DPS Covered Position, but who remains employed by DFW shall not be treated as Separated due to such Participant's classification as being ineligible to be an Employee (in a DPS Covered Position).

2.66.1 Notwithstanding the foregoing, provided, however, that a Participant will not suffer a Separation solely because of the commencement of:

2.66.1.1 a Leave of Absence; or

2.66.1.2 periods during which he is receiving short-term disability payments; or

2.66.1.3 only to the minimum extent required by Section 414(u) of the Code, an absence due to service in the armed forces of the United States or of any State, provided, further, that should a Participant fail to return to active employment of DFW (i) immediately after a Leave of Absence, or (ii) immediately after the short-term disability period (subject, however, to § 2.66.2), or (iii) within ninety (90) days or such longer period of time as may be fixed by law for the protection of employees' reemployment rights under Section 414(u) of the Code, after discharge from his service in the armed forces, his employment by DFW will be deemed to end as of the earliest of: (a) the end of the applicable period described in (i), (ii), or (iii) of this § 2.66.1; or (b) the first anniversary of the date on which such applicable period began; or (c) the date the Participant resigns, is terminated, or dies.

2.66.2 Except as expressly provided to the contrary hereunder, the employment by DFW of an Employee (in a DPS Covered Position) who incurs a Disability or an OJI will be deemed to end on the day immediately following (i) the last day of the Disability Period, or (ii) the last day of the OJI Period, as applicable, unless he returns to active employment of DFW on that day.

2.67 "Supplement" shall mean any supplement which is attached to and made a part of the Plan and which describes provisions of the Plan which apply only to employees of DFW specified in such Supplement.

2.68 "Trust Agreement" shall mean the agreement between DFW and the Trustee regarding the *management of the Trust*.

2.69 "Trust" shall mean the trust established to fund the Plan, as amended from time to time.

2.70 "Trustee" shall mean the person, appointed by the Board, acting as Trustee under the Trust Agreement at the time of reference.

2.71 "Twenty-Five Year Rule" shall mean, for a Participant who Separates on or after December 31, 2002, the completion of twenty-five (25) Years of Benefit Service. Notwithstanding any provision hereof to the contrary, in calculating such Participant's Credited Months for purposes of computing his Years of Benefit Service for purposes of this § 2.7.1, any Period of Service (other than Disability Service) during which such Participant was not in a DPS Covered Position (whether before or after October 1, 1999) shall be disregarded in computing such Credited Months.

2.72 "Vesting," "Vested," "Vested Accrued Benefit" and similar references shall refer to the percentage of his Accrued Benefit to which a Participant would be entitled upon Separation.

2.73 “Year” shall mean a twelve (12) consecutive month period beginning on the date in issue.

2.74 “Years of Benefit Service” shall mean (without limitation, subject to the adjustments, if any, required under §§ 8.3 and 8.4) the whole and partial years equal to the quotient of the number of the Participant’s Credited Months, divided by twelve (12).

Notwithstanding the forgoing, in the case of a Participant who has one or more Qualifying Break in Service(s), Years of Benefit Service shall refer to such Participant’s Pre-Break Years of Benefit Service, and Post-Break Years of Benefit Service, collectively, except where reference to only one such category of benefit service is intended, in which case reference will be made to the specific category of benefit service. Notwithstanding the foregoing provisions of this § 2.74, a Participant who has one or more Qualifying Break in Service(s) will be credited solely with:

2.74.1 “Pre-Break Years of Benefit Service”, which is the Years of Benefit Service determined under the first sentence of this § 2.74 by substituting such Participant’s Credited Months determined as of the day preceding the first day of his Qualifying Break in Service (but including only Credited Months when the Participant was an Employee (in a DPS Covered Position), and

2.74.2 “Post-Break Years of Benefit Service”, which is the Years of Benefit Service determined under the first sentence of this § 2.74 by substituting such Participant’s Credited Months earned after his Date of Employment immediately following a Qualifying Break in Service.

If a Participant has more than one Periods of Service while in a DPS Covered Position, his Years of Benefit Service related to each such Period of Service while in a DPS Covered Position will be equal to the quotient of the number of the Participant’s Credited Months during such Period of Service while in a DPS Covered Position, divided by twelve (12), determined using the principles of this § 2.74.

2.75 “Years of Vesting Service” subject to adjustments, if any, required under §§ 8.3 and 8.4, shall mean the whole years equal to the quotient of (i) the full number of days occurring during his Period of Service, divided by (ii) three hundred, sixty five (365), provided however, notwithstanding the foregoing, that service while the Participant is employed by DFW in a non-DPS Covered Position will be counted for vesting purposes.

The pronouns “he,” “his,” and “him” shall be applicable to persons whether they be male or female and interpreted according to whether they represent a male or female person.

The words “herein,” “hereof,” and “hereunder” shall refer to the Plan.

Whenever a noun, or a pronoun, in lieu thereof, is used in this Plan in plural form and there be only one person within the scope of the word so used, or in singular form and there be more than one person within the scope of the word so used, such word, or the pronoun used in lieu thereof, shall have a singular or plural meaning, as the case may be.

**ARTICLE 3 -
PARTICIPATION**

Applicable prior to March 1, 2025. Each Employee in a DPS Covered Position who elected to participate in this Plan as of its original Effective Date of October 1, 1999 became a Participant on such Effective Date. Each Employee who is hired in a DPS Covered Position on his initial Date of Employment after October 1, 1999, , will become a Participant on such Date of Employment. Each Participant described in the first or second sentence of this Article 3 will recommence active participation (subject to all the rules hereunder) in this Plan on each subsequent Date of Employment. Except as provided in the immediately following sentence, once a person becomes a Participant in this Plan, he shall only be eligible to participate in this Plan during the period he is an Employee, even if he should later become an Employee who is not in a DPS Covered Position. The one exception to the rule in the immediately preceding sentence is that, if a Participant incurs a Separation, followed by a Break in Service, and is reemployed as an Employee who is not in a DPS Covered Position, then he will not be eligible to participate in this Plan following such Separation, and will be deemed to be eligible to participate only in the Retirement Plan for Employees of DFW International Airport Board, as it may be amended from time to time (the "Employees' Plan"), with the result that his benefit under this Plan shall be based solely on his Years of Benefit Service and Final Average Monthly Compensation under this Plan at the time of the Separation preceding his re-employment as an Employee who is not in a DPS Covered Position, provided, further, that his Years of Vesting Service (however designated) under the Employees' Plan will be counted in determining his Years of Vesting Service hereunder. Without limiting the generality of the foregoing, any Employee (including an Employee who was formerly in a DPS Covered Position) eligible to participate in this Plan shall not be eligible to simultaneously participate in the Employees' Plan, and any Employee (including an Employee who is in a DPS Covered Position) eligible to participate in the Employee's Plan shall not be eligible to simultaneously participate in this Plan.

Applicable March 1, 2025 and thereafter.

Continuing participation. Each Employee who is actively participating in this Plan immediately prior to January 1, 2025 shall continue to actively participate in the Plan on January 1, 2025, provided that they remain an Employee in a DPS Covered Position and subject to the following provisions.

New hires. Each Employee who is hired in a DPS Covered Position on his initial Date of Employment will become a Participant on such Date of Employment.

Transfers. A Participant who continues to be employed by DFW but who incurs a transfer so that such Participant ceases to be employed in a DPS Covered Position will cease active participation in the Plan on the effective date of such transfer. An individual who is employed by DFW and who incurs a transfer so that such individual becomes employed in a DPS Covered Position will become (or again become) an active Participant in the Plan on the date of such transfer.

Rehires. If a Participant incurs a Separation and is reemployed by DFW but not in a DPS Covered Position, he will not be eligible to recommence active participation in this Plan due to such reemployment. As a result, his benefit under this Plan shall be based solely on his Years of Benefit Service and Final Average Monthly Compensation under this Plan while such Participant was an Employee employed in a DPS Covered Position. He will earn Years of Vesting Service for service rendered after his reemployment to the extent otherwise provided in the Plan.

No duplication of benefits. Without limiting the generality of the foregoing, any individual shall not be eligible to simultaneously participate in this Plan and either the Employees' Plan or a 401(a) plan maintained by DFW.

ARTICLE 4 - CONTRIBUTIONS

4.1 Contributions. Participant contributions are mandatory employee contributions which are intended to be governmental "pick up" contributions under Section 414(h) of the Code. Participant contribution is a condition of participation in the Plan and the election to participate, once made, is irrevocable while the Participant remains an Employee (in a DPS Covered Position) who is eligible to actively participate in the Plan. Each Employee's pick up contributions are seven percent (7%) of such Employee's Compensation, made through payroll deduction each pay period to the extent practicable. DFW shall contribute ten and four tenths percent (10.4%) of each Employee's Compensation. DFW shall also contribute such other amounts, if any, as required by applicable law, and otherwise such amounts as it shall deem appropriate in connection with the enhanced or additional Plan benefits authorized by DFW Official Board Action/Resolution No. 2003-02 48. The Plan Actuary shall be responsible for valuing the Plan from time to time to ensure that the contributions are adequate to fund the Normal Retirement Pensions. Without limitation, the contribution requirement of the Employees may be increased or decreased from time to time as DFW may determine.

4.2 Forfeitures. Forfeitures arising under this Plan shall be applied to reduce the cost of the Plan.

4.3 Nature of Participant's Rights in Plan. No Pension Benefits or other rights exist under the Plan which are subject in any manner to voluntary or involuntary anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge (voluntary or involuntary), and any attempt to voluntarily act in contravention of the foregoing limitations shall be null and void, except for the Plan Administrator's administration of Qualified Domestic Relations Orders, and except as otherwise required by law.

Notwithstanding the foregoing, the prohibitions contained in this § 4.3 shall not apply to any offset of a Participant's benefits under the Plan against an amount that the Participant is ordered or required to pay to the Plan if:

(a) the order or requirement to pay arises under a judgment or conviction for a crime involving the Plan, or under a civil judgment (including a consent order or decree) entered by a

court in an action brought in connection with a violation (or alleged violation) of fiduciary duty with respect to the Plan; and

(b) the judgment, order, decree, or settlement agreement expressly provides for the offset of all or part of the amount ordered or required to be paid to the Plan against the Participant's benefits provided under the Plan.

ARTICLE 5 -

RETIREMENT

5.1 Normal Retirement. A Participant may elect to commence to receive his Normal Retirement Pension on his Normal Retirement Date if he has Separated prior to that date; provided that the Annuity Starting Date can be delayed until a later date selected by the Participant, but not later than the Required Beginning Date.

5.2 Early Retirement. At his written request, a Participant shall be entitled to receive his Early Retirement Pension commencing on his Early Retirement Date.

5.3 Late Retirement. At his written request, a Participant shall be entitled to receive his Late Retirement Pension commencing on his Late Retirement Date.

5.4 Separation Other than Due to Death or Retirement. At his written request, a vested Participant who Separates prior to Early Retirement Age, shall be entitled to receive the Actuarial Equivalent of his Normal Retirement Pension on or after the attainment of age fifty-five (55); provided that the Annuity Starting Date can be delayed until a later date selected by the Participant, but no later than the Required Beginning Date.

ARTICLE 6 -

DEATH BENEFITS

6.1 Benefit in Event of Death Before Separation while an Employee (in a DPS Covered Position). In the event a Participant's Separation is by reason of death and the Participant is an Employee (in a DPS Covered Position) at the time of Separation, a monthly retirement income shall be payable to his Beneficiary commencing on the first day of the month coincident with or next following the Participant's death, for a period of life and ten (10) years certain (upon the death of the Beneficiary, the remaining payments under ten (10) years certain guarantee shall be paid to the beneficiary previously designated by the Participant or, in the absence of such designation, then in accordance with § 6.4.2) in an amount which can be provided on an Actuarially Equivalent basis by the greater of § 6.1.1 or § 6.1.2, where:

6.1.1 is the amount equal to (i) a refund of all the Participant's Accumulation and the Lump Sum Actuarial Equivalent of the Participant's Accrued Benefit as of the date of his death, (ii) in the sole discretion of the beneficiary, the amount equal to the Lump Sum Actuarial Equivalent of the Participant's Accrued Benefit as of the date of his death determined without refund of the Participant's Accumulated Contributions and calculated as though the Participant had survived to the date he would have satisfied the age and/or service requirements to be eligible for

the “Rule of 80” and had commenced monthly retirement income payments (in the Normal Form) on such date, or (iii) in the sole discretion of the beneficiary, the amount equal to the Lump Sum Actuarial Equivalent of the Participant’s Accrued Benefit as of the date of his death determined without refund of the Participant’s Accumulated Contributions and calculated as though the Participant had survived to the date he would have satisfied the service requirements to be eligible for the Twenty-Five Year Rule and had commenced monthly retirement income payments (in the Normal Form) on such date.

6.1.2 is an amount equal to the lesser of § 6.1.2.1 or § 6.1.2.2, where:

6.1.2.1 is either (i) twelve (12) times the Participant’s rate of Final Average Monthly Compensation, or (ii) if he had either attained the age of forty-five (45), or attained age thirty-five (35) and completed five (5) Years of Vesting Service, thirty (30) times the Participant’s rate of Final Average Monthly Compensation; and

6.1.2.2 is either (iii) one hundred (100) times the monthly Pension Benefit (payable in the Normal Form) to which the Participant would have been entitled on his Normal Retirement Date if he had remained as an Employee, with no change in his last regular monthly rate of Compensation, until his Normal Retirement Date (but with his Anticipated Monthly Primary Insurance Amount determined as provided under § 2.7.2) or (iv) if the Participant’s death occurs on or after his Normal Retirement Date, one hundred (100) times the monthly Pension Benefit (payable in the Normal Form) to which the Participant would have been entitled if he had Separated on the day prior to the date of his death

6.1.3 Notwithstanding anything in this § 6.1 to the contrary, upon the death of an Employee (in a DPS Covered Position) prior to either attaining the age of forty-five (45), or attaining the age of thirty-five (35) and completing five (5) Years of Vesting Service, and upon the written request of a Beneficiary filed with the Plan Administrator within a reasonable period of time, as determined by the Plan Administrator, prior to the date payments otherwise are due to commence under this § 6.1, such amount shall be payable in a Lump Sum without regard to § 9.3.

6.2 Benefit in Event of Death After Separation.

In the event that, after Separation, an Inactive Participant dies before his Annuity Starting Date, a monthly retirement income shall be payable to his Eligible Spouse, if any, commencing on the first day of the month coincident with or next following the later of (i) the Participant’s death, or (ii) the date the Participant would have attained age fifty-five (55) if he had survived, in the amount which would have been payable if Pension Benefits had begun to be paid, on whichever date applies, in the form of a Qualified Joint and Survivor Annuity, and then the Participant died the next day.

6.2.1 No benefit shall be paid as a result of the death of an Inactive Participant who has no Eligible Spouse on the date of his death.

6.3 Benefit in Event of Death Before Separation while not an Employee (in a DPS Covered Position)

6.3.1 In the event a Participant's Separation is by reason of death and the Participant was actively employed by DFW but not as an Employee (in a DPS Covered Position) at the time of Separation, a monthly retirement income shall be payable to his Beneficiary equal to the Actuarial Equivalent of his vested Normal Retirement Pension commencing on the first day of the month coincident with or next following the Participant's death, for a period of life and ten (10) years certain (upon the death of the Beneficiary, the remaining payments under ten (10) years certain guarantee shall be paid to the beneficiary previously designated by the Participant or, in the absence of such designation, then in accordance with § 6.4.2); provided that if such Participant would have been eligible for an Early Retirement Pension if he had retired on his date to death, the monthly retirement income payable to his Beneficiary shall equal the Actuarial Equivalent of his Early Retirement Pension.

6.3.2 Notwithstanding anything in this § 6.3 to the contrary, upon the death of a Participant was actively employed by DFW but not as an Employee (in a DPS Covered Position) at the time of Separation, upon the written request of a Beneficiary filed with the Plan Administrator within a reasonable period of time, as determined by the Plan Administrator, prior to the date payments otherwise are due to commence under the Plan, such amount shall be payable in a Lump Sum without regard to § 9.3.

6.4 Designation of Beneficiary.

6.4.1 Subject to the provisions of this § 6.4.1, each Participant may, on a form provided for that purpose, signed and filed with the Plan Administrator, designate one or more Beneficiaries to receive the benefit, if any, which may be payable under the Plan in the event of his (or a more primary Beneficiary's) death, and each designation may be revoked by such Participant by signing and filing with the Plan Administrator a new designation of Beneficiary form with the Plan Administrator prior to the date of his death.

6.4.2 If a Participant dies without a surviving Beneficiary, then the death benefits (if any) shall be paid to the Participant's spouse, and if none, to the Participant's descendants, per stirpes and not per capita, and if none to the Participant's parents, and if none to the legal representative or representatives of the estate of the deceased Participant; provided that in any of such cases, the Plan Administrator, in its discretion, may direct that the commuted value of the remaining monthly income payments be paid in a Lump Sum.

6.4.3 If a Participant designates someone other than his Eligible Spouse as his Beneficiary with respect to the death benefits under § 6.1 or § 6.3, and if the Participant dies after age thirty-five (35) and such Eligible Spouse has not consented (as provided herein) to the Participant's designation of the Beneficiary (regardless of whether the Eligible Spouse is also designated to receive some portion of the death benefit), the Participant shall be deemed to have revoked his prior designation of the Beneficiary and shall be deemed to have designated his Eligible Spouse as his Beneficiary to receive an amount equal to the lesser of (i) the death benefit under § 6.1 or § 6.3, as applicable, and (ii) the Actuarial Equivalent of the amount which would have been payable to his Eligible Spouse under the Qualified Joint and Survivor Annuity if (w) the Participant had Separated on the day before the date of his death, (x) his Accrued Benefit had been Vested on the date of such deemed Separation, (y) and the Participant had survived to the earliest date on which Pension Benefit payments could commence hereunder and had elected the

commencement of such benefit payments on such date in the Normal Form for a married Participant, and (z) the Participant had died immediately after the such assumed Annuity Starting Date; and the remainder of his death benefit, if any, shall be paid to the Beneficiary(ies) which he originally had designated.

6.5 Qualified Military Service. Notwithstanding any provision of the Plan to the contrary, effective on and after January 1, 2007, if a Participant dies while performing qualified military service for a period longer than thirty (30) days, such Participant's Beneficiary shall be eligible for any additional benefits (other than benefits accruals relating to the period of qualified military service) that would have been provided under the Plan if the Participant had resumed employment on the day prior to his death and then terminated employment due to death.

ARTICLE 7 -

DISABILITY

A Participant who becomes Disabled while actively employed by DFW shall immediately become Vested on the date of his Disability. Without limitation, only a Qualified Disabled Participant shall be credited with Disability Service and Disability Compensation during his Disability Period.

A Qualified Disabled Participant who returns to employment as an Employee after a Disability Period shall have his pick-up contribution under Article 4 for each payroll period increased to an amount which, during the following three (3) years, will accumulate (without interest) to seven percent (7%) of his aggregate Disability Compensation; and if such Participant does not remain an Employee for the entire three (3) years then, prior to his Separation, such Participant will be entitled to make a contribution from his own funds to complete the contribution of seven percent (7%) of his aggregate Disability Compensation, and, if such Qualified Disabled Participant fails to contribute the full seven percent (7%) of his aggregate Disability Compensation, regardless of his age and Years of Benefit Service, he shall not qualify under the Rule of 80, or the Twenty-Five Year Rule and, thus, shall not receive the unreduced Early Retirement Pension described in the first sentence of § 2.26.

ARTICLE 8 -

SEPARATION FOR ANY REASON OTHER THAN DEATH OR RETIREMENT

8.1 Deferred Vested Benefit. In the event a Participant Separates after his Initial Vesting Date, he will be entitled to the payment of his Accrued Benefit as provided in Section 5.4.

8.2 Separation Before Vesting. In the event a Participant Separates for any reason other than death (in which case his benefits will be governed by the provisions of the Plan relating to death) prior to his Initial Vesting Date, such Participant shall forfeit his entire Accrued Benefit, and shall cease to be a Participant or Inactive Participant on the date of such Separation. Notwithstanding the preceding, a Participant does not forfeit his Accumulated Contributions and shall receive his Accumulated Contributions in a Lump Sum within a reasonable time following such Separation.

8.3 Reemployment Prior to the Annuity Starting Date. If an Inactive Participant has a new Date of Employment prior to his Annuity Starting Date, such Inactive Participant will immediately become an active Participant, provided such Participant is employed in a DPS Covered Position on such new Date of Employment. In the case of a former Participant who incurs a Break in Service, and who is not an Inactive Participant (that is, without limitation, he has forfeited his Accrued Benefit), upon his new Date of Employment in a DPS Covered Position such person will be recredited with his Accrued Benefit (including, without limitation, the entire Period of Service credited to him on his most recent date of Separation) if, and only if, the number of days occurring during his Break in Service are less than the number of days during his prior Period of Service in a DPS Covered Position. The Accrued Benefit of a rehired Employee (in a DPS Covered Position) shall be calculated in accordance with § 2.43 (“Normal Retirement Pension”), or the Supplement, as applicable. Notwithstanding the foregoing, if either (i) a former Participant who has not forfeited his Accrued Benefit, or (ii) an Inactive Participant, is re-employed as an Employee (in a DPS Covered Position) after having received a distribution of his Accumulated Contributions, he shall have his pick-up contribution under **Article 4** for each payroll period increased to an amount which, during the following three (3) years, will accumulate to an amount equal to the distributed Accumulated Contributions, plus interest on such distributed Accumulated Contributions at the interest rate specified in § 2.3 and compounded annually from the date of distribution through the date of repayment but only to the extent that he remains an Employee (in a DPS Covered Position) during such repayment period; provided, further, that the Employee (in a DPS Covered Position) may elect to have his pick-up contributions increased by selecting a period shorter than three (3) years to make the repayment, or may at any time pre-pay some or all of such amount from his personal funds, provided that he is an Employee (in a DPS Covered Position) at the time of repayment. Once the additional pick-up contributions (plus any prepayment) under this § 8.3 equal the Participant’s Accumulated Contributions plus applicable interest, such additional pick-up contributions shall cease. If such re-employed former Participant or Inactive Participant fails to repay the entire Accumulated Contributions plus interest, notwithstanding any provision hereof to the contrary, and regardless of his age and Years of Benefit Service, he shall not qualify under the Rule of 80, or the Twenty-Five Year Rule, and thus shall not receive the unreduced Early Retirement Pension described in the first sentence of § 2.26. By way of clarification, the provisions of this Section 8.3 apply to a Participant who is not employed in a DPS Covered Position immediately upon rehire but subsequently becomes an Employee (in a DPS Covered Position).

8.4 Reemployment of Retired or Inactive Participant After His Annuity Starting Date.

8.4.1 In the event that a Participant who has attained his Annuity Starting Date, but has not received a Lump Sum payment, has a new Date of Employment or is otherwise reemployed by DFW, then (i) such Pension Benefit payments shall cease, and (ii) he shall be treated in the same manner as provided in § 8.3 if he is employed in a DPS Covered Position on or after his new Date of Employment (including, without limitation, the repayment of any distribution of his Accumulated Contributions in order to re-establish the possibility of an unreduced Early Retirement Pension) and his ultimate Accrued Benefit shall be reduced on an Actuarially Equivalent basis by the amount of prior payments of Pension Benefits (including, without limitation, interest at the rate determined in § 2.3, and compounded annually, allocable to such prior payments). Pension Benefit Payments shall not cease due to reemployment as a part-time or temporary Employee who is not eligible to participate in the Plan. For the purposes of this

§ 8.4.1, payments received by the Participant as part of a Special Enhanced Retirement Benefit under the Supplement to the Plan do not constitute a prior payment of Pension Benefits. Without limiting the generality of the forgoing, if such Participant has received a distribution of his Accumulated Contributions and has a new Date of Employment as an Employee (in a DPS Covered Position, in order to re-establish the possibility of an unreduced Early Retirement Benefit, he will have to repay his Accumulated Contributions in the manner described in § 8.3.

8.4.2 In the event a vested Participant has received a Lump Sum payment of his entire Accrued Benefit from this Plan and thereafter has a new Date of Employment in a DPS Covered Position, he shall be deemed to have completed five (5) Years of Vesting Service (i.e. will be one hundred percent [100%] Vested) on his new Date of Employment but, otherwise, shall be treated as a new Employee; provided, however, that if (on or before the fifth (5th) anniversary of his most recent Date of Employment in a DPS Covered Position he repays the Plan the full amount of the Lump Sum, together with aggregate interest (at the rate determined in § 2.3 and compounded annually) for the period the funds remain outside the Plan, an Employee (in a DPS Covered Position) shall receive credit for all of the Years of Benefit Service credited to him on his prior date of Separation, provided that he is employed in a DPS Covered Position on the date of such repayment, and his Normal Retirement Benefit shall be calculated as if he had Separated, been rehired, and not received or repaid a Lump Sum; provided, further, that in order to re-establish the possibility of an unreduced Early Retirement Benefit, he will have to repay his Accumulated Contributions in the manner described in § 8.3.

ARTICLE 9 -

PAYMENT OF BENEFITS

9.1 Method and Term of Payment. Upon Separation, a Participant shall be entitled to the payment of his Accrued Benefit in the Normal Form at the times provided herein; provided, further, that the form of the payment of such Accrued Benefit shall be subject to the provisions of this Article 9, but in no event will the form of such payment produce a Pension Benefit which has an Actuarial Equivalent value greater than the Actuarial Equivalent value of payment in the Normal Form.

9.2 Qualified Joint and Survivor Annuity.

9.2.1 The Plan Administrator shall provide each Participant, not more than one-hundred eighty (180) and not less than thirty (30) days before his anticipated Annuity Starting Date or as soon thereafter as administratively practicable, written notification of the terms and conditions of payment in the Normal Form. If on his Annuity Starting Date the Participant has an Eligible Spouse, then, unless the Participant elects (and his Eligible Spouse consents) in accordance with § 9.2.3 to receive his Pension Benefits in some other form, such Participant's Pension Benefits shall be paid in the Normal Form, which is a Qualified Joint and Survivor Annuity.

9.2.2 The "Election Period" shall begin on the date which is no more than one hundred eighty (180) days before the Annuity Starting Date and shall end on the latest to occur of

(i) such Annuity Starting Date, or (ii) thirty (30) days after the date that the Participant was provided with the general written explanation described in § 9.2.1.

9.2.3 Consent of Eligible Spouse. The consent of an Eligible Spouse to payment in a form other than the Normal Form must be in writing and witnessed by a disinterested person; provided, however, that such consent shall be waived if:

9.2.3.1 the Eligible Spouse has previously consented to such specified action in accordance with the provisions in this § 9.2.3.1 and such previous consent (a) permits changes with respect to such specified action without any requirement of further consent by such Eligible Spouse, and (b) acknowledges the effect of such expanded consent by such Eligible Spouse; or

9.2.3.2 it is established to the satisfaction of the Plan Administrator that such consent may not be obtained because there is no Eligible Spouse, because the Eligible Spouse cannot be located, or because of such other circumstances as the Plan Administrator deems reasonable as reasons for waiving the spousal consent requirement.

Notwithstanding the foregoing, spousal consent shall not be required for payment in a form other than the Normal Form, if the Lump Sum value of the Participant's Accrued Benefit does not exceed One Thousand Dollars (\$1,000) as of the Annuity Starting Date.

9.3 Optional Forms of Pension Benefit.

9.3.1 A Participant, upon written request to the Plan Administrator filed prior to the Annuity Starting Date, and subject to the limitations set forth in § 9.2, may elect to receive the Actuarial Equivalent of the Participant's Accrued Benefit in one of the forms described below:

Option 1: An adjusted income payable for the life of the Participant only.

Option 2: An adjusted income payable for the life of the Participant with sixty (60) payments guaranteed.

Option 3: An adjusted income payable for the life of the Participant with one hundred twenty (120) payments guaranteed.

Option 4: An adjusted income payable for the life of the Participant with the lesser of (i) payments equal to such Participant's life expectancy, and (ii) one hundred eighty (180) payments, guaranteed.

Option 5: An adjusted income payable for the life of the Participant with fifty percent (50%) of such amount continuing to the Participant's joint pensioner upon the Participant's death.

Option 6: An adjusted income payable for the life of the Participant with seventy-five percent (75%) of such amount continuing to the Participant's joint pensioner during such joint pensioner's lifetime upon the Participant's death.

Option 7: An adjusted income payable for the life of the Participant with one hundred percent (100%) of such amount continuing to the Participant's joint pensioner during such joint pensioner's lifetime upon the Participant's death.

Option 8: Subject to § 9.4, a Lump Sum, but only if the Lump Sum value of the Accrued Benefit is not more than Ten Thousand Dollars (\$10,000), or if such Lump Sum payment is approved by the Plan Administrator in his or her discretion. In the case of a Qualified Domestic Relations Order, the Ten Thousand Dollar (\$10,000) limit shall be applied separately to the interest awarded to an alternate payee.

Option 9: An adjusted level life income benefit to the Participant only (with respect to only the life income portion of the Participant's Plan benefit), which shall be calculated so that the monthly amount payable under the Plan combined with the estimated Social Security retirement benefit shall be nearly equal to the extent possible before and after the Participant's attainment of an age specified by the Plan Administrator related to the commencement of retirement benefits under the Social Security Act, as amended.

Notwithstanding the reference in this § 9.3.1 to an "adjusted" income, if Option 1 is selected by a Participant, there will be no adjustment made where the such optional form is in fact the Normal Form for such Participant, and in the case of Option 5, if the joint pensioner is the Participant's Eligible Spouse described in clause (i) of § 2.28, there will be no adjustment made as provided in § 2.62. The Plan Administrator, in his sole discretion, may approve other Actuarial Equivalent optional forms requested by a Participant.

9.3.2 The Participant upon electing any joint pension or guaranteed payment option under § 9.3.1 will designate the joint pensioner(s) or Beneficiary(s) to receive the death benefit, if any, payable in the event of his death after the Annuity Starting Date and will have the power to change such designation from time to time prior to the Annuity Starting Date, but any such change shall require the consent of the Participant's Eligible Spouse, if any, before approving any such change in which the Eligible Spouse is not to be the primary Beneficiary or joint pensioner, unless, to the extent permitted by law, such Eligible Spouse has previously consented to and acknowledged that the Participant may change Beneficiaries or joint pensioners without the further consent of said Eligible Spouse. Each such designation will be made in

9.3.3 The payment of Accrued Benefits will be made under the option elected in accordance with the provisions of § 9.3.1, subject to the following limitations:

9.3.3.1 If the Participant or Inactive Participant dies prior to the Annuity Starting Date, any previous election of an optional form under § 9.3.1 shall have no effect, and eligibility for, and the amount and form of any death benefits shall be determined under Article 6.

9.3.3.2 If the designated Beneficiary or joint pensioner dies before the Annuity Starting Date, payment will be made as though no election had been filed, subject however to the Participant's right to file a new election in accordance with the provisions hereof.

9.3.3.3 In the event the payment of the Accrued Benefit has commenced in the form of an annuity with a period certain, where the Participant shall die prior to the end of the period certain, unless otherwise directed in writing by the Participant prior to the Annuity Starting Date, the Beneficiary may elect, during a period of ninety (90) days after the date of such Participant's death (i) to continue to receive the remaining Accrued Benefit in monthly installments, or (ii) to take a distribution of the Lump Sum value of the remaining payments, and in the absence of a timely election of a Lump Sum, the remaining Accrued Benefit will continue to be paid in monthly installments.

9.3.4 Notwithstanding any other provision hereof to the contrary, the Participant, or the surviving Eligible Spouse of the Participant, may elect, in writing delivered to the Plan Administrator (and otherwise in accordance with the rules of the Plan Administrator which are applied in a uniform manner and otherwise in conformity with the notice requirements under Section 401(a)(31) of the Code) prior to a Lump Sum distribution, to have any portion of the Lump Sum distribution paid directly to (i) an individual retirement account or an individual retirement annuity described in Sections 408(a) and (b) of the Code, (ii) to an annuity plan described in Section 403(a) of the Code, or to a qualified trust described in Section 401(a) of the Code, which accepts such direct transfer, (iii) to an annuity contract described in Section 403(b) of the Code, or (iv) to an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. A Lump Sum distribution that exceeds One Thousand Dollars (\$1000) shall only be paid after the written election of the Participant specifying whether or not the distribution is to be transferred to such a plan or account.

9.3.4.1 A distribution to an individual Beneficiary of a deceased Participant (who is not the Participant's surviving spouse) shall be considered an eligible rollover distribution that may be transferred in a direct trustee-to-trustee transfer to an individual retirement plan established to receive a distribution on behalf of such Beneficiary, to the extent provided in Section 402(c)(11) of the Code.

9.3.4.2 For distributions made after December 31, 2007, a Participant, Eligible Spouse or Beneficiary may elect to have a Lump Sum distribution transferred directly to a Roth individual retirement account defined in Section 408A of the Code to the extent provided by law.

9.4 Lump Sum Payment of Small Retirement Income. Notwithstanding any provision of the Plan to the contrary, if the retirement income or other benefit payable on behalf of any Participant or alternate payee pursuant to a Qualified Domestic Relations Order hereunder whose retirement income or other benefit payments have not commenced has a single-sum value equal to or less than Ten Thousand Dollars (\$10,000), or if such value exceeds Ten Thousand Dollars (\$10,000) and the Plan Administrator, in its discretion approves such distribution, the Actuarial Equivalent of such retirement income or other benefit shall, with the consent of the Participant

after written request to the Plan Administrator, be paid in a Lump Sum within a reasonable time following a request after Separation; provided, however, that:

- (i) if the retirement income or other benefit payments which have not commenced has a single-sum value equal to or less than One Thousand Dollars (\$1,000), the actuarial equivalent, of such retirement income or other benefit shall automatically be paid in a Lump Sum within a reasonable time following such Separation, and the Participant shall not have any right to elect to defer payment or elect any other optional form of payment;
- (ii) a Lump Sum distribution under this § 9.4 shall not be permitted after the Annuity Starting Date and shall not be permitted prior to the end of a Participant's Disability Period in the case of a Participant who is entitled to receive disability retirement income payments;
- (iii) any such payment must be made no later than the Required Beginning Date; and
- (iv) in lieu of any distribution permitted under this § 9.4, a Participant shall have the right to elect to receive any payments otherwise due under this § 9.4, subject to the provisions of § 9.2, in any of the optional forms specified in § 9.3 as of his Early Retirement Date, Normal Retirement Date or Late Retirement Date to the extent provided by **Article 5**, if the Lump Sum amount of the Participant's Accrued Benefit exceeds one thousand dollars (\$1,000).

For the purposes of the Plan, a payment shall not be considered to occur after the Annuity Starting Date merely because actual payment is reasonably delayed for calculation of the benefit amount if all payments due are actually made. Once a determination has been made by the Plan Administrator as to whether or not a Lump Sum payment is due as of the date of the Participant's Separation under the provisions of this § 9.4, calculations shall not be required as of any subsequent date to determine whether or not a Lump Sum amount is payable under this § 9.4; provided, however, that the Plan Administrator shall have the right (but shall be under no obligation) to establish, on a nondiscriminatory and uniformly applied basis, subsequent dates as of which calculations shall be made to determine whether or not (due to changes in the actuarial assumptions used to compute Lump Sum distributions or due to a change in the maximum permissible involuntary cash-out amount) Lump Sum amounts are payable under this § 9.4 as of any such subsequent date on behalf of those Participants whose Separation occurred prior to such date but whose retirement income or other benefit payments have not commenced.

If the vested Accrued Benefit that is payable on behalf of any Separated Participant is zero, the Participant shall be deemed to have received a distribution of his vested Accrued Benefit as of the date of Separation. If such Participant is subsequently reemployed and is entitled to a reinstatement of his prior Years of Vesting Service and Years of Benefit Service pursuant to § 8.3, the present value of the vested Accrued Benefit (which is Zero Dollars [\$0]) which was deemed to have been previously distributed to him shall be deemed to have been repaid by him, together with the required interest thereon, at the date as of which he reenters the Plan as an active Participant.

9.5 Cost-of-Living Adjustment in Pension Benefits. Commencing with the January 1 coincident with or next following an Annuity Starting Date (including, without limitation, an Annuity Starting Date prior to January 1, 2008), the monthly payments to the Participant, a Beneficiary (including, without limitation, a surviving Eligible Spouse) receiving payments under § 6.1 or § 6.3 or to a joint pensioner (including, without limitation, a surviving Eligible Spouse) in the event the Participant is receiving a form of payment at the date of his death which provides for a continuation of monthly payments to such joint pensioner, shall be adjusted each calendar year, effective with the payment for the month of January, by multiplying such monthly payment by the Cost-of-Living Adjustment for that January. Notwithstanding the foregoing, (i) such Participant's actual monthly payments shall not exceed the limitation of Section 415(b)(1)(A) of the Code, as adjusted for increases in the cost of living pursuant to Section 415(d) of the Code, as in effect at the time of the monthly payment of reference, and (ii) there will be no adjustment made hereunder which would reduce the monthly payment to an amount which is less than the monthly payment originally payable for such month, determined as of the Annuity Starting Date (or the date on which payments to the survivor commence) and, without limitation, there shall be no adjustment made in any death benefits payable under § 6.1.3 or § 6.2.1, but there shall be adjustment for benefits payable in accordance with § 6.1.

9.6 Distribution of Participant Contributions. A Participant who Separates for any reason may elect to receive a distribution of his Accumulated Contributions, subject to the provisions set forth in this § 9.6. A Participant's Accumulated Contributions shall be distributed as soon as reasonable after receipt by the Plan Administrator of the distribution election. Payment shall be made in a lump sum. If a Participant receives a distribution of his Accumulated Contributions, and is re-employed as an Employee in a DPS Covered Position, he shall have only the right to repay such Accumulated Contributions (including interest) as shall be provided in other provisions of this Plan.

9.7 Payments on Personal Receipt Except in Case of Legal Disability. All payments to any Participant, Inactive Participant, or his Eligible Spouse, Beneficiary or joint pensioner shall be made by the Trustee to the recipient entitled thereto in person or upon his personal receipt, as directed by the Plan Administrator, and provided further, that where the beneficiary entitled thereto shall be a minor, or in the opinion of the Plan Administrator, physically incapable or mentally incompetent, and unable to give a valid receipt for any payment due him, the Plan Administrator may instruct the Trustee to make such payments to the payee's duly appointed guardian. In the absence of such appointment, the Plan Administrator will direct the Trustee to make payment to the person or institution who, in the opinion of the Plan Administrator, is then caring for or supporting the payee. Any such payment made pursuant to the power herein conferred shall operate as a complete discharge of all obligations of the Trustee and the Plan Administrator, to the extent of the amounts so paid.

9.8 Participant to Furnish Address. Each Participant or other person entitled to benefits hereunder shall promptly file with the Plan Administrator, in writing, his post office address and the post office address of his Beneficiary, if any, and each change of each post office address. Any payment or distribution hereunder, and any communication addressed to a Participant, former Participant, or other person entitled to benefits hereunder, at his last said address filed with the Plan Administrator, or if no such address has been filed, then at the last address indicated on the

records of DFW, shall be deemed to have been delivered to such person on the date that such distribution or communication is deposited in the United States mail, postage prepaid.

9.9 Limitations on Timing. This § 9.9, as amended, is effective for determining minimum required distributions for 2003 and subsequent calendar years. Notwithstanding any other provision of the Plan, distributions hereunder must commence no later than the Required Beginning Date and must be made at least as rapidly as required by Section 401(a)(9) of the Code and regulations thereunder, including applicable incidental death benefit requirements. All Pension payments in the Normal Form and the optional forms specified in § 9.3 are non-increasing monthly payments except to the extent of increases pursuant to the Cost-of-Living Adjustment, Lump Sum payments specifically authorized by the Plan and such other increases in payment as are specifically permitted by Treasury regulations under Section 401(a)(9) of the Code. Under any option providing a survivor benefit or guaranteed payments after the Participant's death, if the contingent pensioner or designated Beneficiary as determined pursuant to § 9.3.2 is not the Participant's spouse, payments after the Required Beginning Date shall be adjusted to an Actuarial Equivalent Amount to the extent necessary to comply with Treasury Regulation Section 1.401(a)(9)-6.

If a Participant dies before the time when distribution is considered to have commenced, in accordance with the regulations, any remaining portion of the Participant's Death Benefit payable under **Article 6** (if any) that is not payable to a Beneficiary designated by the Participant will be distributed to the person entitled thereto pursuant to § 6.4.2 no later than the end of the calendar year that contains the fifth (5th) anniversary of the Participant's death, and any portion of the Participant's interest that is payable to a Beneficiary designated by the Participant will be distributed either (1) within five years after the Participant's death, or (2) over the life of the Beneficiary or over a period certain not extending beyond the life expectancy of the Beneficiary, commencing not later than the end of the calendar year following the calendar year in which the Participant died (or, if the designated Beneficiary is the Participant's surviving spouse, commencing not later than the calendar year following the calendar year in which the Participant would have attained age seventy and one-half). Any involuntary cash-out pursuant to § 9.4 shall be paid no later than the Participant's Required Beginning Date; or in the event the Participant's death, before the end of the calendar year containing the fifth anniversary of the Participant's death.

9.10 No Benefit Reduction Due to Post Separation Social Security Changes. Accrued Benefits under the Plan shall not be decreased by reason of any increase in the benefit levels payable under Title II of the Social Security Act or by reason of any increase in the wage base under such Title II which takes place after the Participant's date of Separation.

9.11 No Duplication of Benefits. There shall be no duplication of benefits under the Plan, or under the Plan and the Employees' Plan. Without limitation, any Period of Service completed or Compensation earned by a Participant shall only be credited once in calculating the amount of the Participant's Accrued Benefit, regardless of whether credited under the Plan or the Employees' Plan.

ARTICLE 10 -

PLAN ADMINISTRATION

10.1 Plan Administrator. The administration of the Plan will be in the charge of the Plan Administrator. The Plan Administrator may resign his duties as Plan Administrator (including, without limitation, while continuing as an Employee) by delivering his written resignation to the Board. The Plan Administrator shall have the sole power, duty and responsibility for directing the administration of the Plan in accordance with its provisions and shall carry out the duties specified in § 10.6.

10.2 Compensated Expenses of the Plan Administrator. The Plan Administrator shall serve without compensation for its services as such, but the reasonable and necessary expenses of the Plan Administrator shall be paid by the Plan. When, in its discretion, the Plan Administrator or DFW deems it advisable, it shall be authorized to have the records of the Plan Administrator and the Trustee audited by an independent auditor. Any person or firm so employed may be a person or firm serving DFW in any capacity.

10.3 Agents of the Plan Administrator. The Plan Administrator may employ such agents and such clerical and other administrative personnel as may reasonably be required for the purpose of administering the Plan. Such administrative personnel shall carry out the duties and responsibilities assigned to them by the Plan Administrator. Expenses necessarily incurred for such purpose shall be paid by the Plan.

10.4 Authority of Plan Administrator. The Plan Administrator is authorized to take such actions as may be necessary to carry out the provisions and purposes of the Plan and shall have the discretionary authority to control and manage the operation and administration of the Plan. In order to effectuate the purposes of the Plan, the Plan Administrator shall have the power and discretion to construe and interpret the Plan, to supply any omissions therein, to reconcile and correct any errors or inconsistencies, to decide any questions in the administration and application of the Plan, and to make equitable adjustments for any mistakes or errors made in the administration of the Plan, and all such actions or determinations made by the Plan Administrator, and the application of rules and regulations to a particular case or issue by the Plan Administrator, in good faith, shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons ever interested hereunder. Without limiting the generality of the foregoing, the Plan Administrator is authorized to determine all questions with respect to the individual rights of all Participants, Inactive Participants, and their Beneficiaries under this Plan, including, but not limited to, all issues with respect to eligibility, Compensation, Years of Vesting Service, Years of Benefit Service, and retirement or other Separation, and shall direct the Trustee concerning the payment and distribution of all funds held in the Trust Fund for purposes of the Plan. The Plan Administrator is also given the power to serve as paying agent for the Trust Fund; if it so desires, or to appoint a paying agent or agents to disburse the Pension Benefits payable from the Trust Fund and to authorize and direct the Trustee to make distribution to the Plan Administrator as paying agent or to such other paying agent as the Plan Administrator shall direct in writing.

10.5 Other Rules and Regulations. The Plan Administrator shall have authority to make, and from time to time revise, rules and regulations for the administration of the Plan and shall

apply such rules in a similar manner to Participants similarly situated. Records of DFW (including, without limitation, those relating to an Employee's or Participant's period of employment, Separation and the reason therefor, leaves of absence, re-employment, and Compensation) shall be conclusive on all persons, unless judicially determined to be incorrect. Evidence required of anyone under the Plan may be given by certificate, affidavit, document, or other information which the person acting on it considers pertinent and reliable, and signed, made or presented by the proper party or parties.

10.6 Plan Administrator Duties. The Plan Administrator shall exercise such authority and responsibility as he deems appropriate to comply with the provisions of Federal or state law and governmental regulations issued thereunder.

10.7 Duties of Administrative Personnel. Administrative personnel appointed pursuant to § 10.3 shall be responsible for such matters as the Plan Administrator shall delegate to them. Administrative personnel shall coordinate matters related to the Plan with the appropriate departments of DFW as the Plan Administrator directs.

10.8 Allocation of Responsibility. Each Plan fiduciary shall have only the powers, duties and responsibilities specifically allocated to such fiduciary pursuant to the terms of this Plan. DFW shall not have any power or fiduciary responsibility hereunder other than (i) the power to amend the Plan to designate a different person or persons as the Plan Administrator, and (ii) the power to appoint the Trustee and (iii) the power to appoint investment managers (if any). DFW, the Plan Administrator and the Trustee, each may allocate some or all of its responsibilities to another fiduciary or designate another person to carry out some or all of its fiduciary responsibilities. No Plan fiduciary shall be liable for an act or omission of any person (who is allocated a fiduciary responsibility or who is designated to carry out such responsibility) in carrying out a fiduciary responsibility except to the extent that the Fiduciary did not act in accordance with the standard contained in § 10.9 with respect to the allocation or designation, continuation thereof, or implementation or establishment of the allocation or designation procedures. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

10.9 Fiduciary Duties. Each fiduciary with respect to the Plan shall perform all of his duties and responsibilities and exercise his powers hereunder with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in like capacity would use in the conduct of an enterprise of like character and with like aims, and no fiduciary shall be liable for any act or failure to act on his part (including reliance on the advice of counsel) which conforms to that standard. Unless otherwise required by applicable law, no fiduciary shall have any obligation to inquire into or be responsible for any action or failure to act on the part of any other fiduciary. If an investment manager has been properly appointed pursuant to the Plan, neither the Trustee nor the Plan Administrator shall be liable for the acts or omissions of such Investment Manager, or be under any obligation to invest or otherwise manage any assets of the Plan which are subject to the management of such investment manager. No fiduciary shall be liable with respect to any breach of fiduciary duty committed by his predecessor unless he knows or should know of a situation constituting a breach of fiduciary duty committed by his predecessor and he fails to make a reasonable effort to compel a redress of the breach. No fiduciary shall be liable with respect to any breach of fiduciary duty committed after he ceases to be a fiduciary.

10.10 Employment of Advisors. The Plan Administrator may appoint such accountants, counsel, and actuaries and other advisors as it deems necessary or desirable in connection with the administration of the Plan. Any person or firm so employed may be a person or firm serving DFW in any capacity. The Plan Administrator shall be entitled to rely upon, and shall not be liable for any act or failure to act on his part in such reliance on any opinion or reports, which shall be furnished to it by any such accountant, with respect to accounting matters, counsel, in respect to legal matters, or actuary, in respect of actuarial matters.

10.11 Bond. Except as required by DFW or by state or Federal statute, no bond or other security shall be required of any fiduciary.

10.12 Indemnity. To the extent not covered by insurance and to the extent permissible under by-laws and other applicable laws and regulations, DFW shall indemnify each member of the Board and the Plan Administrator (but only where and to the extent he is an employee of DFW who is authorized to act with respect to the Plan) against any and all claims, loss, damages, fines, expenses, (including counsel fees to the extent approved by DFW or otherwise provided by law), and liability, including any amounts paid in settlement, with the approval of DFW, arising from any action or failure to act, of such Board member or Plan Administrator. Such indemnity shall apply regardless of whether such claims, loss, damages, fines, expenses or liability arise from the negligence or other fault of the person being indemnified, except when the same is due to the fraud, recklessness, or willful or intentional misconduct of such member. The Plan Administrator shall not be liable for any mistakes or errors in any computations made in good faith.

10.13 Actuary. The actuary shall be appointed by the Plan Administrator and will perform such technical and advisory work as the Plan Administrator may request.

10.14 Claims Procedures. A Participant or Beneficiary who feels he is being denied any benefit or right provided under the Plan must file a written claim with the Plan Administrator. All such claims shall be submitted on a form provided by the Plan Administrator which shall be signed by the claimant and shall be considered filed on the date the claim is received by the Plan Administrator. The claim will be processed by the Plan Administrator in accordance with its uniform policies, and the final decision of the Plan Administrator shall be in writing and shall include the specific reasons for the decision represented in a manner calculated to be understood by the claimant and shall contain reference to all relevant Plan provisions on which the decision was based. The decision of the Plan Administrator shall be final and conclusive.

10.15 Administration of Qualified Domestic Relations Orders. The Plan Administrator shall be responsible for responding to, and implementing (where required) special procedures with respect to what the Plan Administrator (in its sole discretion) determines to be a Qualified Domestic Relations Order.

10.16 Qualified Military Service. Notwithstanding any provisions of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

ARTICLE 11 -

AMENDMENT AND TERMINATION

11.1 Amendment of the Plan. DFW reserves the right at any time and from time to time to amend this Plan subject to the following limitations:

11.1.1 No amendment shall permit any part of the Plan assets to be used for or diverted to purposes other than the exclusive benefit of the Participants or their Beneficiaries (except as already provided for in § 1.4), or to revert to or be recoverable by DFW until all liabilities of the Plan have been met.

11.1.2 No amendment shall increase the duties or responsibilities, or decrease the compensation, privileges, and immunities, of the Trustee without the Trustee's written consent.

Subject to the stated limitations in this § 11.1.2, the Board shall have the power (and, without limitation, may delegate some or all of such power to the Plan Administrator or to any officer) to amend the Plan, retroactively or otherwise, in any manner in which it deems desirable, and each such amendment shall become effective when executed by DFW unless a different effective date is specified in the amendment.

Notwithstanding anything herein to the contrary, this Plan may be amended by the Board or the Plan Administrator (without Board delegation or review) at any time if necessary or desirable in order to have it conform to the provisions and requirements of the Code, or any Federal statute with respect to qualified employees' plans, and no such amendment shall be considered prejudicial to the rights of any Participant hereunder or of any Beneficiary or Employee.

11.2 DFW Action. Any action required of DFW shall be evidenced by a resolution of the Board or shall be taken by a person authorized to act by a duly adopted resolution of the Board.

11.3 Contributions and Investments. DFW has adopted this Plan with the bona fide intention and expectation that, subject to the right to discontinue, reduce, or suspend contributions and the right to amend or terminate the Plan, DFW contributions will maintain the Plan on a sound actuarial basis. However, DFW realizes that circumstances not now foreseen, or circumstances beyond its control, may make it either impossible or inadvisable for it to continue to make its contributions as herein provided. DFW will adopt a funding objective and communicate it to the Trustee, will monitor, or cause to be monitored, the investment performance of the Trustee (or investment manager(s)) with respect to the assets of the Plan, and also may appoint one or more investment managers to manage, including the power to acquire or dispose of, all or any portion of the assets of the Plan and Trust Fund.

11.4 Termination of the Plan. DFW reserves the right at any time, in its sole discretion, to terminate this Plan in whole or in part.

11.5 Notice of Discontinuance or Termination. Written notice of any termination shall be delivered to the Plan Administrator and to the Trustee within a reasonable time following the termination.

11.6 Rights of Participants on Termination or Partial Termination of Plan. In the event of the termination or partial termination of the Plan, each affected Participant shall be considered fully Vested, to the extent his Accrued Benefit has been funded as of such termination date. Upon a partial termination, the Plan Administrator shall instruct the Trustee to allocate and segregate for the benefit of the affected Participants the proportionate interest of such Participants in the assets of the Plan as determined by the Actuary based on the value of the aggregate Accrued Benefits of affected, and unaffected, Participants, and the allocated and segregated funds shall be used by the Trustee or Plan Administrator to pay Pension Benefits to or on behalf of the affected Participants in accordance with § 11.7.

11.7 Termination of Plan and Distribution of Trust Fund. Upon full or partial termination of the Plan, the Trust Fund (or applicable portion thereof) shall be allocated and distributed in accordance with the rules and procedures regarding distributions which would apply if the Plan were subject to Title IV of ERISA. If there are any assets remaining after such allocations, such residual assets shall be distributed to DFW. The Plan Administrator shall not direct the Trustee to distribute the assets to Participants not otherwise eligible to receive such benefits except for such termination or partial termination, until after receipt of a favorable determination letter from the Internal Revenue Service stating that in its opinion such method will not adversely affect the continued qualified status of the Plan under Section 401(a) of the Code.

ARTICLE 12 -

MISCELLANEOUS

12.1 Rights Against DFW. Neither the establishment of the Plan nor any amendment thereof, nor the participation therein, nor the payment of any benefits thereunder, shall be construed as giving to any Participant or any person whomsoever any legal or equitable rights, except as are set forth in the Plan, against DFW or its officers or directors, as such, or as giving any Employee or Participant the right to be retained as an Employee or otherwise in employment with DFW and shall not prejudice DFW's rights to discharge or discipline any Employee or any other individual for any reason whatsoever.

12.2 Benefits Supported Only by Plan Assets. Any person having any claim under the Plan shall look solely to the Plan assets for payment or satisfaction thereof. Neither DFW nor any of its directors, officers, employees, agents, nor the Plan Administrator, nor any of them, guarantee in any manner the payment of benefits hereunder.

12.3 Unclaimed Pension Benefit Procedure. Except as expressly required by applicable law, neither the Trustee nor the Plan Administrator shall be obliged to search for, or ascertain the whereabouts of, any Participant or Beneficiary. The Plan Administrator, by certified or registered mail addressed to his last known address of record with the Plan Administrator or DFW, shall notify any Participant or Beneficiary that he is entitled to a distribution under this Plan, and the notice shall quote the relevant provisions of this § 12.3. If, after the Pension Benefits are in pay status, the Participant or Beneficiary fails to claim his Pension Benefits or make his whereabouts known in writing to the Plan Administrator, the Plan Administrator shall take such actions as it deems appropriate.

12.4 Limitations Imposed by Section 415 of the Internal Revenue Code. Notwithstanding anything to the contrary contained herein, the Plan shall comply with the provisions of Section 415 of the Code applicable to governmental plans, and all regulations and rulings issued pursuant thereto. Furthermore, the provisions of Section 415 of the Code (and all related regulations and rulings) are hereby incorporated by reference into this Plan. Specifically, Pension Benefits distributed under the Plan shall not exceed the dollar limitation set forth in Section 415(b)(1)(A) of the Code, as adjusted for increases in the cost of living in accordance with Section 415(d) of the Code from time to time. For purposes of applying such limit, (i) the automatic annual adjustment of such dollar limit under Section 415(d) of the Code shall apply to Participants who have had a Separation, and (ii) any Pension Benefit that is increased for a year due to the Cost of Living Adjustment under this Plan shall not exceed such adjusted limit in effect under Section 415(b)(1)(A) of the Code for the same year. This § 12.4 shall apply to all Participants, including Participants with Annuity Starting Dates prior to January 1, 2008. Effective January 1, 2008, for purposes of this Section 12.4 and the application of the provisions of Section 415 of the Code, compensation shall have the meaning set out in Treasury Regulation Section 1.415(c)-2, to the extent applicable to governmental plans. Notwithstanding any provision of the Plan to the contrary but only to the extent required by Code Section 414(u)(12) and regulations or other guidance issued thereunder, effective on and after January 1, 2009, a Participant's compensation shall include the amount of any differential wage payments made by DFW to a Participant in accordance with Code Sections 3401(h) and 414(u)(12) for any period of active military service in the uniformed services in the United States for more than thirty (30) days.

12.5 Expenses of Administration. All expenses incident to the administration and protection of the Plan and Trust, including, but not limited to legal, accounting, actuarial, administrative, developmental, compliance, insurance, form production, distribution and processing, consulting, Trustee fees, and including expenses of DFW in connection with the administration of the Plan which would not have been incurred by DFW except for the furnishing of such administrative services to the Plan and which therefore may not include any overhead of DFW and for which reimbursement of such DFW expenses is requested in writing no later than October 1st of the following Plan Year, and regardless of whether any of the aforementioned expenses are paid initially by DFW unless DFW agrees in writing that it shall not seek reimbursement for such expenses, shall be paid from the Trust's assets directly to the service provider, or as a reimbursement to DFW if DFW has paid such expense and requests reimbursement; and until paid, such expenses shall constitute a first and prior claim and lien against the Trust Fund; provided, however, that nothing herein shall preclude DFW from voluntarily paying such expenses.

12.6 Merger of Plans. In the case of any merger or consolidation of this Plan with, or transfer of the assets or liabilities of the Plan to, any other plan, the terms of such merger, consolidation or transfer shall be such that each Participant would receive (in the event of termination of this Plan or its successor immediately thereafter) an Accrued Benefit which is no less than he would have received in the event of termination of this Plan immediately before such merger, consolidation or transfer.

12.7 Notice. Any notice, request, or demand, which by any provision of this Plan is required or permitted to be given or served to the Trustee or DFW, respectively, shall be deemed

to be sufficiently given and served for all purposes by being personally delivered or sent by certified mail to the places of business of the Trustee and DFW, respectively.

12.8 Applicable Law. The Plan will, unless superseded by Federal law, be construed and enforced according to the laws of the State of Texas, and all provisions of the Plan will, unless superseded by Federal law, be administered according to the laws of the said state.

12.9 Provisions Hereof for Sole Benefit of Parties Hereto and Participants. All of the covenants, stipulations and agreements in this Plan contained are, and shall be, for the sole and exclusive benefit of and binding upon the parties hereto, their successors and assigns, and the Participants in the Plan.

12.10 Article and Section Headings. The titles or headings of the respective articles and Sections in this Plan are inserted merely for convenience and shall be given no legal effect.

12.11 Severability. In the event any provision of the Plan shall be held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable, and the Plan shall be construed and enforced as if the illegal or invalid provision had never been included herein.

ARTICLE 13 -

TRUSTEE

13.1 The Trust Fund and Its Purpose. A Trust fund has been created and maintained for the purposes of the Plan, and the moneys thereof will be invested in accordance with the terms of the Trust Agreement which forms a part of the Plan. All contributions will be paid into the Trust fund, and all benefits under the Plan will be paid from the Trust fund.

13.2 Trustee's Duties Governed by Trust Agreement. The Trustee's obligations, duties and responsibilities are governed solely by the terms of the Trust Agreement.

13.3 Benefits Supported Only by the Trust. Any person having any claim under the Plan will look solely to the assets of the Trust fund for satisfaction. In no event will DFW or any of its officers, employees, agents, members of its board of directors, the Trustee, any successor trustee, or the Plan Administrator, be liable in their individual capacities to any person whomsoever, under the provisions of the Plan or of the Trust Agreement.

13.4 Trust Fund Applicable Only to Payment of Benefits. The Trust fund will be used and applied only in accordance with the provisions of the Plan.

13.5 Withholding for and Payment of Taxes. If any Pension Benefits are subject to any estate, inheritance, income, or other tax, charge or assessment, which in the Trustee's or DFW's sole opinion, the Trustee shall or may be required to pay, the Trustee shall have full power and authority to pay or withhold such tax, charge, or assessment from amounts otherwise distributable.

**ARTICLE 14 -
EFFECTIVE DATES**

Upon the execution hereof by DFW, the Plan shall be amended and restated in its entirety as of January 1, 2016, except certain provisions shall have earlier and later Effective Dates as specifically provided in those Sections of the Plan which have express Effective Dates; and provided, finally, that while all such amendments have been incorporated in this restatement of the Plan, despite their physical omission from this document, each provision which was in effect prior to January 1, 2008, and each provision in effect on December 31, 2007 and December 31, 2015 (each of such provisions referred to, collectively, as "Prior Provisions"), shall apply to the same extent as though it were physically included in this document until the Effective Date of the provision(s) of this document ("Current Provisions") which replace, modify or supplement such Prior Provision(s), in whole or in part, and to the extent that such Prior Provisions shall have ongoing effect, the Current Provisions and such Prior Provisions, without limitation, shall be interpreted by the Administrator, in its sole discretion, so as to harmonize with the purposes of the Plan.

IN WITNESS WHEREOF, the Dallas/Fort Worth International Airport Board has caused this instrument to be executed this ____ day of _____, 2017.

**DALLAS/FORT WORTH INTERNATIONAL
AIRPORT BOARD**

By: _____

Title: _____

SUPPLEMENT

GRANDFATHERED NORMAL RETIREMENT FORMULAE

The formulae in § 1 of this Supplement will be used to calculate the Normal Retirement Pension of a Participant who is credited with Years of Benefit Service for a Period of Service prior to October 1, 2004 as set forth in § 2 of this Supplement. **Section 1. FORMULAE**

(1) “PIA Offset Formula” shall mean a benefit equal to the excess of (a) over (b), where:

(a) is the product of two and one-fourth percent (2-1/4%) of the Participant’s Final Average Monthly Compensation multiplied by the number of his Years of Benefit Service; and

(b) is the product (x) and (y), where (x) is the product of one and two-thirds percent (1-2/3%) of such Participant’s Anticipated Monthly Primary Insurance Amount multiplied by his Projected Years of Benefit Service (not in excess of 30), and (y) is a fraction whose numerator is his Credited Months on his date of Separation and whose denominator is his Projected Credited Months. For purposes of § 1(1)(b) of this Supplement, “Projected Years of Benefit Service” is the Participant’s actual Years of Benefit Service at the time of his Separation plus the Years of Benefit Service he would have completed if he continued in continuous service with DFW from his date of Separation to his Normal Retirement Age, and “Projected Credited Months” is the Participant’s actual Credited Months at the time of his Separation plus the Credited Months he would have completed if he continued in continuous service with DFW from his date of Separation to his Normal Retirement Age.

(2) “Mid-Life Offset Formula” shall mean a benefit equal to the excess of (a) over (b), where:

(c) is the product of three and one-third percent (3-1/3 %) of such Participant’s Final Average Monthly Compensation multiplied by the number of his Years of Benefit Service, computed by disregarding his Period of Service prior to his forty-fifth (45th) birthday; and

(d) is the product of one and two-thirds percent (1-2/3%) of such Participant’s Anticipated Monthly Primary Insurance Amount multiplied by his number of Years of Benefit Service as determined under § 1(1)(b) of this Supplement.

(3) “Mid-Life Formula” shall mean a benefit equal to the product of three and one-third percent (3-1/3%) of the Participants Final Average Compensation times his Years of Benefit Service, disregarding Years of Benefit Service prior to his attainment of age forty-five (45).

(4) “Current Formula” shall mean a benefit is equal to two and one-fourth percent (21/4%) of the Participant’s Final Average Monthly Compensation times his Years of Benefit Service.

Section 2. APPLICATION OF GRANDFATHERED FORMULAE TO CLASSES OF PARTICIPANTS

- (1) A Participant whose Date of Employment is prior to January 1, 2003, who Separates prior to October 1, 2004, and who is not re-employed, shall have his Normal Retirement Pension calculated as the greater of (a) the amount determined under the PIA Offset Formula, or (b) the amount determined under the Mid-Life Offset Formula.
- (2) A Participant who would be described in § 2(1) of this Supplement except that he is reemployed after October 1, 2004 and his period of absence is a Qualifying Break in Service, shall have his Normal Retirement Pension calculated as the sum of; (a) the amount determined under § 2(1) of this Supplement, considering only his Pre-Break Final Average Monthly Compensation and only his Pre-Break Years of Benefit Service, plus (b) the amount determined under the Current Formula, considering only his Post-Break Final Average Monthly Compensation and his Post-Break Years of Benefit Service.
- (3) A Participant whose Date of Employment occurs after January 1, 2003, who Separates prior to October 1, 2004, who is not re-employed, and who has an Accrued Benefit, shall have his Normal Retirement Pension calculated under the PIA Offset Formula.
- (4) A Participant whose Date of Employment occurs after January 1, 2003, who Separates prior to October 1, 2004, who is reemployed after October 1, 2004, and whose period of absence is a Qualifying Break in Service, shall have his Normal Retirement Pension calculated as the sum of (a) the amount determined under the PIA Offset Formula, considering only his Pre-Break Final Average Monthly Earnings, and Pre-Break Years of Benefit Service, plus (b) the amount determined under the Current Formula, considering only his Post-Break Final Average Monthly Compensation and his Post-Break Years of Benefit Service.
- (5) A Participant whose Date of Employment is prior to January 1, 2003, whose Separation after January 1, 2003 is after October 1, 2004, and who is not re-employed, shall have his Normal Retirement Pension calculated as the greater of: (a) the amount determined under the Current Formula, or (b) the amount determined under the Mid-Life Formula.
- (6) A Participant who would be described in § 2(5) of this Supplement except that he is reemployed and his period of absence is a Qualifying Break in Service, shall have his Normal Retirement Pension calculated as the sum of: (a) the amount determined under § 2(5) of this Supplement, considering only his Pre-Break Final Average Monthly Compensation and his Pre-Break Years of Benefit Service, plus (b) the amount determined under the Current Formula, considering only his Post-Break Final Average Monthly Compensation and his Post-Break Years of Benefit Service.
- (7) A Participant whose Date of Employment is after January 1, 2003 and before October 1, 2004, who is not entitled to credit for a Period of Service beginning before January 1, 2003, and who does not have a Separation prior to October 1, 2004, shall have his Normal Retirement Pension calculated under the Current Formula.

Without limiting the generality of the foregoing, a Participant who is Disabled on October 1, 2004 will be deemed to have Separated on the date of his Disability for the purpose of determining which of the formulae (1) through (7) apply to the calculation of his Normal Retirement Pension.

ENHANCED RETIREMENT BENEFIT - 2003

Additional Benefits Promised. Notwithstanding anything in §§ 2.26, 2.36 or 2.43 of the Plan to the contrary, each Enhanced Participant shall be entitled to an Enhanced Retirement Benefit as set forth in this paragraph. Each Enhanced Participant shall be entitled to receive an Enhanced Retirement Benefit in lieu of his Regular Retirement Pension. Without limitation, the Enhanced Retirement Benefit shall not be offered to any Participant who is not an Enhanced Participant.

Lump Sum Payment of Special Enhanced Retirement Benefit. The Enhanced Retirement Benefit shall be paid as provided in Article 9; provided, however, that notwithstanding anything in Article 9 to the contrary, if any Enhanced Participant is entitled to the benefit in D.1, payment of the Special Enhanced Retirement Benefit portion shall be made only in the form of a Lump Sum as soon as administratively practicable following the date such Enhanced Participant Separates, regardless and without regard to the Optional Form selected by the Enhanced Participant with respect to the payment of the remaining portion of the Participant's Accrued Benefit.

Definitions.

“Enhanced Retirement Benefit” shall mean either the amount set forth in § D.1 or D.2 but not both, at the timely written election made by the Enhanced Participant, where:

D.1 equals the sum of (a) plus (b), where (a) equals the Regular Retirement Pension and (b) equals the Special Enhanced Retirement Benefit; or

D.2 equals the Regular Retirement Pension, except that for purposes of determining the Regular Retirement Pension, Compensation for purposes of calculating Final Average Compensation shall, without limitation, also include overtime pay, as determined by the books and records of DFW.

“Enhanced Participant” shall mean each Participant who: (a) is entitled to a Regular Retirement Pension on or before May 31, 2003; (b) Separates on or after February 28, 2003 and on or before June 30, 2003, (or in the event of unforeseen circumstances or business necessity of DFW, a later date determined by the Chief Executive Officer of DFW not later than December 31, 2003); (c) makes a written election (to begin receiving an Enhanced Retirement Benefit in one (1) of the amounts provided by § D.1 or D.2 above after February 23, 2003 and on or before May 26, 2003, in such form and manner specified by the Plan Administrator and on a date consistent with the foregoing requirements and (d) executes a release of all claims against DFW in such form and manner and within the time periods specified by the Plan Administrator; provided, however, that a Participant shall be deemed to have made an election consistent with the foregoing requirements if such Participant is included as part of an involuntary reduction in force by DFW, as determined by the Chief Executive Officer of DFW, which is instituted and completed before June 30, 2003. “Regular Retirement Pension” shall mean the Early Retirement Pension, the Late Retirement Pension or the Normal Retirement Pension, whichever is applicable, as determined under §§ 2.26,

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2.36 or **2.43** of the Plan respectively, without regard to and excluding any Enhanced Retirement Benefit provided by this Supplement.

“Special Enhanced Retirement Benefit” shall mean an amount equal to the product of (a) multiplied by (b), where (a) equals monthly Base Compensation (as determined on the Annuity Start Date) and (b) equals three (3).

**AMENDMENT TWO
TO THE RETIREMENT PLAN FOR EMPLOYEES OF
DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD
As Amended and Restated Effective January 1, 2016**

WHEREAS, the Dallas/Fort Worth International Airport Board (“DFW”) maintains the Retirement Plan for Employees of Dallas/Fort Worth International Airport Board, most recently amended and restated January 1, 2016 and as further amended (“Plan”), for certain employees who are not in a DPS Covered Position (as defined in the Retirement Plan for DPS Covered Employees of Dallas/Fort Worth International Airport);

WHEREAS, DFW wishes to amend the Plan to (i) clarify that a participant who continues to be employed by DFW but who no longer meets the definition of an “Employee,” as defined in the Plan, including due to being identified in DFW’s books and records as a part-time or temporary employee, will cease active Plan participation and that service, compensation and any disability, death or on-the-job injury on or after the date the participant ceases active participation will not be taken into account when calculating the participant’s benefit, (ii) clarify that a participant who ceases active Plan participation but who continues to be employed by DFW will not incur a separation from service that entitles the participant to distribution, and (iii) provide that for purposes of required minimum distributions under the Plan, the required beginning date will be the oldest age permitted by applicable guidance.

WHEREAS, Section 11.1 of the Plan authorizes DFW to make amendments to the Plan.

NOW, THEREFORE, effective upon the execution of this amendment unless otherwise stated below, DFW hereby amends the Plan as follows:

1. Section 1.7 is amended to add the following immediately preceding the last sentence in that Section:

“A Participant who continues to be employed by DFW but who ceases to satisfy the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee, will cease active participation in the Plan, and his benefit under the Plan shall be based solely on his Years of Benefit Service and Final Average Monthly Compensation under this Plan at the time that the Participant ceased being an eligible Employee. Any service, compensation, disability, death or on-the-job injury related to any employment on or after the date the Participant ceases being an eligible Employee shall not be taken into account for any purpose under the Plan, except for the purposes of determining the Participant’s Years of Vesting Service, determining whether the Participant has met the requirements of Early Retirement Date or Normal Retirement Date and preventing commencement of an in service distribution of benefits. Once a Participant ceases to be an eligible Employee, such Participant may not again become an eligible Employee who is entitled to actively participate in the Plan.”

2. Section 2.12 is amended to add the following to the end thereof:

“Notwithstanding the above, *Compensation* shall not include any amounts paid to such Participant for services performed on or after the date a Participant ceases active participation in the Plan because such Participant no longer satisfies the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee.”

3. Section 2.14 is amended to replace “OH” with “OJI” and to add the following to the end thereof:

“Notwithstanding the above, no Periods of Service (or other periods of employment) occurring after the date a Participant ceases active participation in the Plan because such Participant no longer satisfies the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee, shall be treated as Credited Months (such that no additional Credited Months can accrue for any Participant who ceases to be an eligible Employee).”

4. Section 2.17 is amended to replace the phrase “a Participant’s” with the phrase “an eligible Employee’s.”

5. Section 2.19 is amended to replace the phrase “a Participant’s” with the phrase “an eligible Employee’s.”

6. Section 2.20 is amended to replace the phrase “a Participant” and the term “Participant’s” with the phrase “an eligible Employee” and “eligible Employee’s,” respectively.

7. Section 2.42 is amended to read as follows:

“2.42 *‘OJI’* shall mean the period of an Employee’s absence by reason of an on-the-job injury that qualifies (or would qualify but for a lack of service) for benefits under the DFW On-the-Job Injury Policy (the “OJI Policy”) (i) which does not result in such Employee’s Disability, and (ii) pursuant to which the Employee becomes eligible to receive payments (a) under any Workers’ Compensation Act of the United States or of any state or (b) under the OJI Policy. No Participant who has a new Date of Employment after December 31, 2009 shall be treated as incurring an OJI due to an on-the-job injury that occurs on or after such post-December 31, 2009 Date of Employment. No Participant who ceases active participation in the Plan because such Participant no longer satisfies the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee, shall be treated as incurring an OJI due to an on-the-job injury that occurs on or after such

Participant ceases to be an eligible Employee.”

8. Sections 2.43 and 2.44 are amended to replace the phrase “a Participant’s” and the term “Participant’s” with the phrase “an Employee” and “Employee’s,” respectively each place such phrase or term appears.
9. Section 2.45 is amended to replace the word “all” with “OJI.”
10. Section 2.49 is amended to add the following to the end thereof:

“Notwithstanding any provision of this Plan to the contrary, Period of Service shall exclude all periods on and after the date a Participant ceases active participation in the Plan because such Participant no longer satisfies the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee.”

11. Section 2.58 is amended to read as follows:

“2.58 *‘Qualified Disabled Participant’* shall mean an Employee whose Disability either (i) occurs after such Employee’s Initial Vesting Date, or (ii) results solely from such Employee’s injury in the line of duty; provided further, and without limitation, that only a Qualified Disabled Participant will be entitled to the recognition of Disability Compensation or Disability Service. No Participant who has a new Date of Employment after December 31, 2009 shall become a Qualified Disabled Participant due to a Disability that occurs on or after such post-December 31, 2009 Date of Employment. No Participant who ceases active participation in the Plan because such Participant no longer satisfies the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee, shall become a Qualified Disabled Participant.”

12. Effective January 1, 2020, Section 2.62 is amended to read as follows:

“2.62 *‘Required Beginning Date’* shall mean the later of (i) April 1st of the calendar year following the calendar year in which Participant attains age seventy and one-half (70½), or (ii) April 1st of the calendar year following the calendar year in which the Participant retires; provided, however, effective for distributions on and after January 1, 2020, *‘Required Beginning Date’* shall mean the later of (i) April 1st of the calendar year following the calendar year in which Participant attains the oldest applicable age permitted by Section 401(a)(9) of the Code and applicable guidance, or (ii) April 1st of the calendar year following the calendar year in which the Participant retires.”

13. Section 2.63 is amended to read as follows:

“2.63 ‘Separate’ (and derivations) shall mean the date on which a Participant’s employment by DFW shall end. For purposes of clarification and not by way of limitation, a Participant who no longer satisfies the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee, but who remains employed by DFW shall not be treated as Separated due to such Participant’s classification as being ineligible to be an active Participant.

2.63.1 Notwithstanding the foregoing, provided, however, that a Participant will not suffer a Separation solely because of the commencement of:

2.63.1.1 a Leave of Absence; or

2.63.1.2 periods during which he is receiving short-term disability payments; or

2.63.1.3. only to the minimum extent required by Section 414(u) of the Code, an absence due to service in the armed forces of the United States or of any State,

provided, further, that should a Participant fail to return to the active employment of DFW (i) immediately after a Leave of Absence, or (ii) immediately after the short-term disability period (subject, however, to § 2.63.2), or (iii) within ninety (90) days or such longer period of time as may be fixed by law for the protection of employees’ reemployment rights under Section 414(u) of the Code, after discharge from his service in the armed forces, his employment by DFW will be deemed to end as of the earliest of: (a) the end of the applicable period described in (i), (ii), or (iii) of this § 2.63.1; or (b) the first anniversary of the date on which such applicable period began; or (c) the date the Employee resigns, is terminated, or dies.

2.63.2 Except as expressly provided to the contrary hereunder, the employment by DFW of an eligible Employee who incurs a Disability or an OJI will be deemed to end on the day immediately following (i) the last day of the Disability Period, or (ii) the last day of the OJI Period, as applicable, unless he returns to the active employment of DFW on that day.”

14. Article 3 is amended to add the following to the end thereof:

“A Participant who continues to be employed by DFW but who ceases to satisfy the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee, will cease active participation in the Plan, and his benefit under the Plan shall be based solely on his Years of Benefit Service

and Final Average Monthly Compensation under this Plan at the time that the Participant ceased being an eligible Employee. Any service, compensation, disability, death or on-the-job injury related to any employment on or after the date the Participant ceases being an eligible Employee shall not be taken into account for any purpose under the Plan, except for the purposes of determining the Participant's Years of Vesting Service, determining whether the Participant has met the requirements of Early Retirement Date or Normal Retirement Date and preventing commencement of an in service distribution of benefits. Once a Participant ceases to be an eligible Employee, such Participant may not again become an eligible Employee who is entitled to actively participate in the Plan."

15. Section 5.1 is amended to read as follows:

"5.1 Normal Retirement. A Participant may elect to commence to receive his Normal Retirement Pension on his Normal Retirement Date if he has Separated prior to that date, or such later date as elected by the Participant; provided that the Annuity Starting Date can be delayed until a later date selected by the Participant, but not later than the Required Beginning Date."

16. A new Section 5.4 is added as follows:

"5.4 Separation Other than Due to Death or Retirement. At his written request, a vested Participant who Separates prior to Early Retirement Age, shall be entitled to receive the Actuarial Equivalent of his Normal Retirement Pension on or after the attainment of age fifty-five (55); provided that the Annuity Starting Date can be delayed until a later date selected by the Participant, but no later than the Required Beginning Date."

17. Article 7 is amended to add the following immediately preceding the last sentence in that Section:

"An Employee who becomes Disabled [while actively employed by DFW] shall immediately become Vested on the date of his Disability; provided, however, that a Participant who has a new Date of Employment after December 31, 2009 and who first becomes Disabled on or after such post-December 31, 2009 Date of Employment, or ceases active participation in the Plan because such Participant no longer satisfies the definition of Employee, including without limitation due to being identified in DFW's books and records as a part-time or temporary employee, shall not become Vested due to such Disability."

18. The reference to "Article 5" in Section 8.1 is deleted and replaced with a reference to "Section 5.4."

19. Section 8.3 is amended to add the following to the end thereof:

“No Participant who ceases active participation in the Plan because such Participant no longer satisfies the definition of Employee, including without limitation due to being identified in DFW’s books and records as a part-time or temporary employee, shall become an active Participant; provided however that such Participant shall not be treated as Separated for purposes of his or her entitlement to payment.”

[Signature page follows.]

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IN WITNESS WHEREOF, this amendment is executed this ____ day of _____,
2025.

**DALLAS/FORT WORTH INTERNATIONAL
AIRPORT BOARD**

By: _____

Its: _____



**Operations Committee Meeting
Tuesday, February 4, 2025
12:33 PM**

AGENDA

1. Approve Minutes of the Operations Committee Meeting of January 7, 2025.

OPERATIONS COMMITTEE

Consent Items for Consideration

- | | | |
|------------------|------|--|
| Tammy Huddleston | O-1. | Approve to ratify contract no. PA1647, for Emergency Repair of Sanitary Sewer System Serving North Remote Parking, with Reyes TX, Inc., of Grand Prairie, Texas, in an amount not to exceed \$140,000, for the 59 calendar-day term of the contract with a start date of December 2024; and that the Chief Executive Officer or designee be authorized to execute said contract. |
| Robert Gray | O-2. | Approve to issue purchase order no. DFW6427, for Custom Airfield Lighting Trailer with Clegg Industries, Inc. of Victoria, Texas, in an amount not to exceed \$150,000, with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order. |
| Robert Gray | O-3. | Approve to execute contract no. PA1557, for Supply of Lamps and Ballasts, with Voss Electric Company dba Voss Lighting of Farmers Branch, Texas, in an amount not to exceed \$134,000, for the one-year term of the contract with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract. |
| Robert Gray | O-4. | Approve to execute contract no. PA1657 for Sulfuric Acid, with Univar Solutions USA, LLC of Downers Grove, Illinois, in an amount not to exceed \$173,552, for the three-year term of the contract, with a start date of March 2025; and that the Chief Executive Officer or designee is authorized to execute said contract. |

Action Items for Consideration

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|------------------|------|--|
| Sandra Lancaster | O-5. | Approve to increase contract no. 7006569, for Solid Waste Disposal Services, with Community Waste Disposal L.P., of Dallas, Texas, in an amount not to exceed \$6,759,862, for a revised not to exceed the contract amount of \$33,799,309, with a contract completion date of January 8th, 2028; and that the Chief Executive Officer or designee is authorized to execute said contract. |
| Tammy Huddleston | O-6. | Approve to issue purchase order no. DFW7587, for Heating, Ventilation and Air Conditioning Equipment for the Rental Car Center, with HTS of Texas, of Carrollton, Texas, in an amount not to exceed \$2,002,930, with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order. |
| Tammy Huddleston | O-7. | Approve to execute contract no. PA1459, for Survey and Inspections Services, with Arredondo, Zepeda & Brunz, LLC of Dallas, Texas, in an amount not to exceed \$7,000,000, for the five-year term of the contract with a start date of February 2025; and that the Chief Executive Officer or designee be authorized to execute said contract. |
| Tammy Huddleston | O-8. | Approve to execute contract no. PA1423, for Ground Transportation |

Administration Building Renovation with JonesCo General Contractors, LLC of Lewisville, Texas, in an amount not to exceed \$2,483,761, for the 330 calendar-day term of the contract, with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

- | | | |
|------------------|-------|--|
| Tammy Huddleston | O-9. | Approve to execute contract no. PA1521, for HARP 3 Lift Station with JonesCo General Contractors, LLC, of Lewisville, Texas, in an amount not to exceed \$3,183,735, for the 320 calendar-day term of contract with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract. |
| Robert Gray | O-10. | Approve to issue purchase order no. DFW7619, for OEM Parts for the Central Utility Plant's York Chillers, with Johnson Controls of Fort Worth, Texas, in an amount to exceed \$2,198,812.04 with a purchase date of February 2025; and that the Chief Executive Office or designee is authorized to execute said purchase order. |
| Robert Gray | O-11. | Approve to issue purchase order no. DFW6070, for Airfield Passenger Boarding Ramp, with Keith Consolidated Industries, Inc., of White City, Oregon, in an amount not to exceed \$632,105, with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order. |
| Jon Taylor | O-12. | Approve to issue two purchase orders for Fire Apparatus with Siddons Martin Emergency Group, LLC of Denton, Texas: DFW7622, in an amount not to exceed \$499,332 and purchase order no. DFW7623, in an amount not to exceed \$1,274,648 with purchase dates of February 2025, for a total action amount of \$1,773,980; and that the Chief Executive Officer or designee is authorized to execute said purchase order. |
| Jon Taylor | O-13. | Approve to issue purchase order no. DFW7624, for Fire Rescue Vehicle with Metro Fire Apparatus Specialists, Inc., of Houston, Texas, in an amount not to exceed \$1,842,691 with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order. |

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Emergency Repair of Sanitary Sewer System Serving North Remote Parking

Department: Design, Code and Construction

Amount: \$140,000

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to ratify contract no. PA1647, for Emergency Repair of Sanitary Sewer System Serving North Remote Parking, with Reyes TX, Inc., of Grand Prairie, Texas, in an amount not to exceed \$140,000, for the 59 calendar-day term of the contract with a start date of December 2024; and that the Chief Executive Officer or designee be authorized to execute said contract.

BACKGROUND:

- The sanitary sewer system serving North Remote Parking developed an obstruction in the force main causing the system to backup.
- The obstruction necessitated that maintenance personnel routinely vacuum out the system to ensure the restrooms at North Remote Parking would continue to function.
- This contract installed a new manhole which eliminated the obstruction allowing the system to again operate as designed without maintenance personnel intervention. This contract also installed appropriate infrastructure which will alleviate the potential for future system backups.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%
- Not subject to a contract-specific goal (Contract Ratification)

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
DFW Capital Acct	2727301	

Attachments: None

Approvals

Tammy Huddleston, Vice President - Design, Code and Construction	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Custom Airfield Lighting Trailer

Department: Energy, Transportation, and Asset Management

Amount: \$150,000

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to issue purchase order no. DFW6427, for Custom Airfield Lighting Trailer with Clegg Industries, Inc. of Victoria, Texas, in an amount not to exceed \$150,000, with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order.

BACKGROUND:

- The trailer supports essential airfield lighting repairs and maintenance tasks, including transporting up to 140 replacement lighting fixtures and serving as a mobile workbench for in-field repairs. Fixtures that cannot be repaired on-site are transported back to the electrical shop for further repair or replacement.
- The existing trailer has been in service since November 21, 1997, exceeding its 20-year life expectancy by seven years.
- Originally purchased in 1997, the trailer's age has led to frequent breakdowns, extended downtime, and increased maintenance costs, affecting the efficiency of airfield lighting operations.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Goods/Finished Products)

ADDITIONAL INFORMATION:

- Clegg Industries, Inc. of Victoria, Texas, submitted the responsive and responsible bid on or before the due date of December 10, 2024.

Fund	Project Number	External Funding Source
DFW Capital Fund	2715401	

Attachments: None

Approvals

Robert Gray, Interim Vice President - Energy, Transportation, and Asset Management	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Custom Airfield Lighting Trailer

Official Board Action - Consent

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Supply of Lamps and Ballasts

Department: Energy, Transportation, and Asset Management

Amount: \$134,000

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1557, for Supply of Lamps and Ballasts, with Voss Electric Company dba Voss Lighting of Farmers Branch, Texas, in an amount not to exceed \$134,000, for the one-year term of the contract with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- ETAM maintains a stock of lamps and ballasts which allows them to immediately address lighting issues.
- This contract will provide for the purchase of incandescent, LED, florescent, High Intensity Discharge (HID), and miscellaneous lamps and ballasts, which are used in both interior and exterior applications throughout the Airport.
- Items will be ordered on an as needed basis, and the Airport will have no obligation to purchase any quantity under the contract.
- The contract amount reflects a one-year estimate usage of lamps and ballast.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Goods/Finished Products)

ADDITIONAL INFORMATION:

- This contract will be made through Omnia Partners, contract no. 15-20, which is available to local Government agencies and was approved by Resolution No. 2003-01-22, dated January 9, 2003.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Robert Gray, Interim Vice President - Energy, Transportation, and Asset Management	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Supply of Lamps and Ballasts

Official Board Action - Consent

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Sulfuric Acid

Department: Energy, Transportation, and Asset Management

Amount: \$173,552

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1657 for Sulfuric Acid, with Univar Solutions USA, LLC of Downers Grove, Illinois, in an amount not to exceed \$173,552, for the three-year term of the contract, with a start date of March 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- The DFW Airport Energy Plaza utilizes 93% Sulfuric Acid for the DFW Airport Energy Plaza Cooling Towers to help lower the water's ph to prevent scaling and corrosion. This ensures the equipment lasts longer and runs efficiently.
- Sulfuric acid also reduces water alkalinity, which stops mineral deposits from building up in pipes and heat exchangers.
- Services for this contact shall include supplying and delivering all 93% Sulfuric Acid to the DFW Airport Energy Plaza.
- Annual usage will vary based on weather, system blowdown requirements and makeup of water alkalinity.
- Annual usage is estimated to be 10,000 to 14,000 gallons and will be ordered on an as-needed basis and the Airport will have no obligation to purchase any quantity under the contract.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Goods/Finished Products)

ADDITIONAL INFORMATION:

- Univar Solutions USA, LLC of Downers Grove, Illinois, submitted the responsive and responsible bid on or before the due date of December 30, 2024.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Robert Gray, Interim Vice President - Energy, Transportation, and Asset Management	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Sulfuric Acid

Official Board Action - Action

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Solid Waste Disposal Services

Department: Environmental Affairs

Amount: \$6,759,862

Revised Amount: \$33,799,309

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to increase contract no. 7006569, for Solid Waste Disposal Services, with Community Waste Disposal L.P., of Dallas, Texas, in an amount not to exceed \$6,759,862, for a revised not to exceed the contract amount of \$33,799,309, with a contract completion date of January 8th, 2028; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- This increase provides contract capacity to support a rate increase. The Airport's vendor raised its waste hauling rates due to the impact of a local landfill closure, inflation, and fees for overweight loads.
- The capacity increase will also provide bandwidth to dispose of higher annual waste volumes, which are driven by passenger growth.
- This contract will continue to provide routing collection, hauling, and disposal of municipal solid waste generated at the Airport.
- The Airport advances its waste diversion efforts, such as composting and recycling, through separate contracts. Additionally, while Airport staff are responsible for the collection and transport of recycling to local materials recovery/recycling facilities (MRFs), Community Waste Disposal L.P. also provides this service to support and augment Airport recycling efforts on an as-needed basis.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- No M/WBE goal determined. (No Availability)

ADDITIONAL INFORMATION:

- On January 4, 2018, by Resolution No. 2018-01-007, the Airport awarded contract no. 7006569, Solid Waste Disposal Services to Community Waste Disposal L.P., of Dallas, Texas.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Robert Horton, Vice President - Environmental Affairs	Approved - 1/21/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Solid Waste Disposal Services

Official Board Action - Action

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Heating, Ventilation and Air Conditioning Equipment for the Rental Car Center

Department: Design, Code and Construction

Amount: \$2,002,930

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to issue purchase order no. DFW7587, for Heating, Ventilation and Air Conditioning Equipment for the Rental Car Center, with HTS of Texas, of Carrollton, Texas, in an amount not to exceed \$2,002,930, with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order.

BACKGROUND:

- The majority of the HVAC System and Building Automation System (BAS) at the Rental Car Center was installed during original construction of the facility which opened in 2000. Based on recent assessments these systems have reached the end of their service life and need to be replaced or rehabilitated.
- Many HVAC and BAS components have long procurement lead times. This action will purchase the following, but not limited to, long lead items:
 - HVAC air handler units.
 - Water cooled chillers and cell cooling towers.
 - Variable air volume (VAV) boxes.
 - BAS control system and BAS sensors for all HVAC equipment.
- The purchased equipment will be supplied to the successful construction contractor for installation under the construction contract. The construction contract is planned to be brought to the Board for approval in late summer of 2025.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Goods/Finished Products)

ADDITIONAL INFORMATION:

- This purchase will be made through Omnia Partners, contract no. 02-84, which is available to local Government agencies and was approved by Resolution No. 2003-01-22, dated January 9, 2003.

Fund	Project Number	External Funding Source
PFIC	Various	

Attachments: None

Approvals

Tammy Huddleston, Vice President - Design, Code and Construction	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Heating, Ventilation and Air Conditioning Equipment for the Rental Car Center

Official Board Action - Action

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Survey and Inspections Services

Department: Design, Code and Construction

Amount: \$7,000,000

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1459, for Survey and Inspections Services, with Arredondo, Zepeda & Brunz, LLC of Dallas, Texas, in an amount not to exceed \$7,000,000, for the five-year term of the contract with a start date of February 2025; and that the Chief Executive Officer or designee be authorized to execute said contract.

BACKGROUND:

- This contract will provide land survey and inspection related services for Design, Code and Construction (DCC) and other stakeholder projects and programs on an indefinite delivery basis.
- This approach allows the Airport to rapidly respond to DCC and other stakeholders' needs as the volume of work dictates, as well as the ability to tap into the capabilities of consultants when specialized resources are required.
- Services will be authorized and funded on an as-needed basis by the issuance of individual delivery orders. The Airport will have no obligation to purchase any quantity under this contract.
- This contract replaces an existing similar land survey and inspection services contract that is expiring.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 10%
- Arredondo, Zepeda & Brunz, LLC has committed to achieving 13% M/WBE participation utilizing the attached list of M/WBE subs.

ADDITIONAL INFORMATION:

- Two statements of qualifications, none from M/WBE firms, were received on or before the due date of October 21, 2024:
 - Arredondo, Zepeda & Brunz, LLC of Dallas, Texas
 - DAL-TECH Engineering, Inc., of Dallas, Texas

Fund	Project Number	External Funding Source
Various		

Attachments: PA1459 - Survey and Inspections Services - MWBE Sub List

Approvals

Tammy Huddleston, Vice President - Design, Code and Construction	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Survey and Inspections Services

Official Board Action - Action

Resolution No.:

Contract PA1459
Survey and Inspections Services

Arredondo, Zepeda & Brunz, LLC
M/WBE Subcontractors

Geometrics Engineering	IM-C	1.00%
	Total	1.00%
Syscontek Consulting, LLC	PM-C	1.00%
	Total	1.00%
Gorrodona & Associates, Inc.	HM-C	3.00%
Solaray Engineering, Inc.	HM-C	2.00%
	Total	5.00%
Dallas Aerial Surveys, Inc.	WF-C	5.00%
MEP Consulting Engineers, Inc.	WF-C	1.00%
	Total	6.00%
Overall Total		13.00%

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Ground Transportation Administration Building Renovation

Department: Design, Code and Construction

Amount: \$2,483,761

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1423, for Ground Transportation Administration Building Renovation with JonesCo General Contractors, LLC of Lewisville, Texas, in an amount not to exceed \$2,483,761, for the 330 calendar-day term of the contract, with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- The Taxi queue complex includes two structures as well as queuing (parking) area for taxis. The pavilion building is primarily used by the taxi drivers as they are waiting to be dispatched to the Terminals. The Ground Transportation Administration Building houses Airport personnel who manage and regulate the flow of ground transportation at the Airport, including the taxis.
- The primary intent of this project is to rehabilitate the building with new fire suppression system, HVAC system, life safety systems, CCTV system, replacement of the ceiling, and rehabilitation of the restrooms.
- The work of this contract also includes CCTV system rehabilitation and upgrades to the pavilion building.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%
- In accordance with the Board's M/WBE program, the M/WBE goal for this contract is 20%
- JonesCo General Contractors, LLC has committed to achieving 21.15% M/WBE utilizing the attached list of M/WBE subcontractors.

ADDITIONAL INFORMATION:

- Nine bids, including one from MWBE firms, were received on or before the due date of December 4, 2024.
- Bid tabulation attached.
- The bid submitted by ICGM Group, LLC of Dallas, Texas, was determined non-responsive as the submission did not meet the specifications outlined in the Airport's solicitation.

Fund	Project Number	External Funding Source
DFW Capital Acct	2712001	

Attachments: PA1423 - Ground Transportation Administration Building Renovation Bid Tabulation, PA1423 - MWBE Sub List

Approvals

Tammy Huddleston, Vice President - Design, Code and Construction	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Ground Transportation Administration Building Renovation

Official Board Action - Action

Resolution No.:

**Contract No. PA1423
Ground Transportation Building Renovation
Bid Tabulation**

Bidders	Bid Amounts
JonesCo General Contractors, LLC Lewisville, Texas	\$2,483,761.00
BOWA Construction Dallas, Texas	\$2,495,005.59
Holt Construction Corp. Irving, Texas	\$2,957,807.00
Azteca Enterprises, LLC ^{N1} Dallas, Texas	\$3,112,843.09
REAL Network Services, Inc. Dallas, Texas	\$3,156,200.00
F.H. Paschen, S.N. Nielsen & Associates, LLC Irving, Texas	\$3,584,000.00
GMA Construction Group of IL dab GMA Construction Group of Texas Dallas, Texas	\$3,597,906.00
Batson-Cook Company Irving, Texas	\$3,774,984.00
Note:	
1. M/WBE certified through the North Central Texas Regional Certification Agency	

Contract PA1423
Ground Transportation Administration Building Renovation

JonesCo General Contractors, LLC

M/WBE Subcontractors

Pure Construction Contracting	BM-C	0.73%
	Total	0.73%
DMCA, Inc.	HF-C	0.74%
RNDI Companies, Inc.	HF-C	2.61%
	Total	3.35%
United Interiors, LLC	NM-C	2.00%
	Total	2.00%
ABLE Communications, Inc.	HM-C	15.07%
	Total	15.07%
Overall Total		21.15%

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Holistic Airside Restroom Program (HARP) 3 Lift Station

Department: Design, Code and Construction

Amount: \$3,183,735

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1521, for HARP 3 Lift Station with JonesCo General Contractors, LLC, of Lewisville, Texas, in an amount not to exceed \$3,183,735, for the 320 calendar-day term of contract with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- The Holistic Airside Restroom Program (HARP) is rehabilitating and expanding restroom facilities at multiple locations throughout the Terminals, with sufficient capacity to support current and future demand.
- In support of HARP this contract will remove and replace sewage lines, install new lift stations, and connect to the Building Automation System for alarms and monitoring for the affected restrooms at Gates A18, A38, and E7. This contract will also remove and replace sewage lines and connect to an existing lift station for the restroom at Gate D36. These upgrades will support construction of new restrooms at these four locations.
- The four restrooms will be constructed under another contract.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, the M/WBE Goal for this contract is 15%.
- JonesCo General Contractors, LLC has committed to achieving 17.23% M/WBE participation utilizing Rosas Brother Construction, LLC (HM-C:14.60%), Romo Life Safety (HM-C:0.27%), Iron Bull Steel, LLC (WF-C:2.36%)

ADDITIONAL INFORMATION:

- Five bids, including one from M/WBE firms were received on or before the due date of December 11, 2024.
- Bid tabulation attached.
- The bid submitted by REAL Network Services, Inc., of Dallas, Texas, was determined non-responsive as the submission did not meet the specifications outlined in the Airport's solicitation.

Fund

Joint Capital Acct

Project Number

Various

External Funding Source

Attachments: PA1521 - HARP 3 Lift Station Bid Tabulation

Approvals

Tammy Huddleston, Vice President - Design, Code and Construction
Bruce Collins, Vice President - Procurement and Materials Management
Tamela Burks Lee, Vice President - Business Diversity and Development
Abel Palacios, Vice President - Finance
Elaine Rodriguez, General Counsel - Legal
Sean Donohue, Chief Executive Officer

Approved - 1/22/2025
Approved - 1/22/2025
Approved - 1/24/2025
Approved - 1/24/2025
Approved - 1/24/2025
New -

**Contract No. PA1521
HARP 3 Lift Station
Bid Tabulation**

Bidders	Bid Amounts
JonesCo General Contractors, LLC Lewisville, Texas	\$3,183,735.00
Azteca Enterprises, LLC ^{N1} Dallas, Texas	\$3,220,968.31
Batson-Cook Company Irving, Texas	\$3,921,344.00
Skye Building Services Farmers Branch, Texas	\$4,311,325.00
Note: 1. M/WBE certified through the North Central Texas Regional Certification Agency	

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Central Utility Plant Chiller Parts

Department: Energy, Transportation, and Asset Management

Amount: \$2,198,812.04

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to issue purchase order no. DFW7619, for OEM Parts for the Central Utility Plant's York Chillers, with Johnson Controls of Fort Worth, Texas, in an amount to exceed \$2,198,812.04 with a purchase date of February 2025; and that the Chief Executive Office or designee is authorized to execute said purchase order.

BACKGROUND:

- The Central Terminal Area (CTA) depends on six, 5,500-ton chillers to provide essential cooling for the traveling public and critical airport systems, including the FAA tower and DFW Data Center 1. During routine operations, elevated vibration was detected in one chiller motor, and diagnostics confirmed a failure in the rotating assembly and bearings. Following this, two additional motor failures occurred, highlighting the urgency of action.
- The motors, in service since 2004, have exceeded their lifespan. Due to the age of the equipment and criticality of the systems in providing excellent customer service, Airport staff believes the prudent course of action is to replace these chiller motors versus rebuilding them.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Goods/Finished Products)

ADDITIONAL INFORMATION:

- This purchase will be through Omnia Partners contract no. R200402, which is available to local Governments, and was approved by Resolution No. 2003-01-22, dated January 9, 2003.

Fund	Project Number	External Funding Source
DFW Capital Acct	2719401	

Attachments: None

Approvals

Robert Gray, Interim Vice President - Energy, Transportation, and Asset Management	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Airfield Passenger Boarding Ramp

Department: Energy, Transportation, and Asset Management

Amount: \$632,105

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to issue purchase order no. DFW6070, for Airfield Passenger Boarding Ramp, with Keith Consolidated Industries, Inc., of White City, Oregon, in an amount not to exceed \$632,105, with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order.

BACKGROUND:

- The airport requires additional passenger boarding ramps to accommodate narrowbody aircraft during hardstand operations, driven by projected growth and increasing operational demands.
- This purchase is to provide five narrowbody airfield passenger boarding ramps to support boarding and deplaning during hardstand operations.
- Passenger boarding ramps facilitate boarding and deplaning activities during hardstand operations, ensuring operational readiness.
- Passenger boarding ramps are used daily to support hardstand operations for boarding and deplaning of passengers. For future growth, the airport will require six concurrent narrowbody operations during peak operations.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Goods/Finished Products)

ADDITIONAL INFORMATION:

- Three bids, none from M/WBE firms, were received on or before the due date of December 4, 2024.
- Bid tabulation attached.
- The bid submitted by East Island Aviation Services Inc, of Huntington, New York, was determined non-responsive as the submission did not meet the specifications outlined in the Airport's solicitation.

Fund	Project Number	External Funding Source
DFW Capital Acct	2715401	

Attachments: DFW6070 - Airfield Passenger Boarding Ramp Bid Tabulation

Approvals

Robert Gray, Interim Vice President - Energy, Transportation, and Asset Management	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Airfield Passenger Boarding Ramp

Official Board Action - Action

Resolution No.:

**Purchase Order No. DFW6070
Airfield Passenger Boarding Ramp
Bid Tabulation**

Bidders	Bid Amounts
Keith Consolidated Industries, Inc. White City, Oregon	\$632,105
Aviramp Ltd. Telford, United Kingdom	\$902,300

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Fire Apparatus

Department: Department of Public Safety

Amount: \$1,773,980

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to issue two purchase orders for Fire Apparatus with Siddons Martin Emergency Group, LLC of Denton, Texas: DFW7622, in an amount not to exceed \$499,332 and purchase order no. DFW7623, in an amount not to exceed \$1,274,648 with purchase dates of February 2025, for a total action amount of \$1,773,980; and that the Chief Executive Officer or designee is authorized to execute said purchase order.

BACKGROUND:

- Current Mobile Ventilation Unit and Mobile Stair Unit no longer meet industry standards and are end of useful life.
- New vehicles will have updated technology and capabilities and exceed industry standards.
- New Central Terminal Area (CTA) Squad vehicle is needed to meet increased demand for service calls.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Goods/Finished Products)

ADDITIONAL INFORMATION:

- The purchase of the Ford F-550 Truck will be made through HGAC contract no. AM10-23; and the purchase of the Peterbilt Blower will be made through BuyBoard contact no. 651-21. Both cooperatives are available to local Governments and were approved by Resolution No. 97-07-181, dated July 3, 1997, and Resolution No. 2006-08-246, dated August 3, 2006, respectively.

Fund	Project Number	External Funding Source
DFW Capital Acct	2724801	

Attachments: None

Approvals

Jon Taylor, Vice President and Director - Department of Public Safety
Bruce Collins, Vice President - Procurement and Materials Management
Tamela Burks Lee, Vice President - Business Diversity and Development
Abel Palacios, Vice President - Finance
Elaine Rodriguez, General Counsel - Legal
Sean Donohue, Chief Executive Officer

Approved - 1/21/2025
Approved - 1/22/2025
Approved - 1/24/2025
Approved - 1/24/2025
Approved - 1/24/2025
New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

Operations Committee

Resolution No.:

Subject: Fire Rescue Vehicle

Department: Department of Public Safety

Amount: \$1,842,691.00

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to issue purchase order no. DFW7624, for Fire Rescue Vehicle with Metro Fire Apparatus Specialists, Inc., of Houston, Texas, in an amount not to exceed \$1,842,691 with a purchase date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said purchase order.

BACKGROUND:

- Current HazMat unit has been in service since 2006 and is beyond useful life.
- New unit will have updated technology and capabilities and exceeds industry standards for this type of response vehicle.
- HazMat units are used for hazardous material incidents and other special operation calls.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Fleet Vehicles: Pickups/Heavy Duty Pickups/Sedans/Police Vehicles/Vans/Ambulances)

ADDITIONAL INFORMATION:

- This purchase will be made through HGAC contract no. FS12-23, which is available to local Government agencies and was approved by Resolution No. 97-07-184, dated July 3, 1997.

Fund	Project Number	External Funding Source
DFW Capital Acct	2724801	

Attachments: None

Approvals

Jon Taylor, Vice President and Director - Department of Public Safety	Approved - 1/21/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Finance, Audit, and IT Committee Meeting
Tuesday, February 4, 2025
12:40 PM

AGENDA

- | | | |
|---------------|----|--|
| | 1. | Approve Minutes of the Finance, Audit & IT Committee Meeting of January 7, 2025. |
| Abel Palacios | 2. | Financial Report |
| Aaron Munoz | 3. | Department of Audit Services' Quarterly Audit Update |

FINANCE, AUDIT, and IT COMMITTEE

Consent Items for Consideration

- | | | |
|------------------|------|--|
| Elaine Rodriguez | F-1. | Approve to increase Legal Services contract no. 8004897 for Orenstein Law Group in the amount of \$50,000 for a revised not to exceed amount of \$344,250. |
| Catrina Gilbert | F-2. | Approve to procure and bind coverage for Excess Workers Compensation Insurance with Starr Aviation for a one-year policy term effective March 1, 2025 in the amount of \$290,068, and that the Chief Executive Office or designee is authorized to execute said policy. |
| Cyril Puthoff | F-3. | Approve to execute contract no. PA1655, for the Executive Physicals Program with Cooper Clinic of Dallas, Texas, for the initial three-year contract amount of \$120,000, and three, one-year options in the amount of \$120,000, for a total estimated contract amount of \$240,000, with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion and execute said contract. |
| Cyril Puthoff | F-4. | Approve to execute contract no PA1594, for Commercial Fitness Equipment, with Advanced Healthstyles Fitness Equipment Inc. of Littleton, Colorado, in an amount not to exceed \$126,597.70, for the one-year term of the contract, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to execute said contract. |
| Michael Youngs | F-5. | Approve to ratify an increase to contract no. 7006392, for Cellular and Data Services, with AT&T Mobility, of Atlanta, Georgia, in an amount not to exceed \$74,863.67, for a revised not to exceed contract amount of \$4,657,968.19; the current contract completion date of October 10, 2025 is not affected by this action; and that the Chief Executive Officer or designee is authorized to execute said contract. |
| Michael Youngs | F-6. | Approve to ratify an increase to contract no. 8005528, for Cellular/Distributed Antenna System Industry and Technical Consulting Services with Cell Site Capital LLC, of Columbus, Ohio, in an amount not to exceed \$31,501.21, for a revised not to exceed contract amount of \$1,776,877.93, the current contract completion date of February 2025, is not be affected by this action; and that the Chief Executive Officer or designee is authorized to execute said contract. |
| Michael Youngs | F-7. | Approve to execute contract no. PA1672 for Abnormal Inbound Email Security with Insight Public Sector Inc., of Chandler, Arizona, for the initial one-year contract amount of \$79,600, and two, one-year options in the amount of |

\$159,200, for a total estimated contract amount of \$238,800, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to exercise option years at the Airport's discretion and execute said contract.

Michael Youngs F-8. Approve to execute contract no. PA1648, for E Citation Mobile Data System and Maintenance, with Tyler Technologies of Plano, Texas, in an amount not to exceed \$201,228.30 for the five-year term of the contact, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to execute said contract.

Action Items for Consideration

Elaine Rodriguez F-9. Approve to execute a Settlement Agreement and Release with Ragle, Inc. to resolve a dispute regarding work performed pursuant to contract no. 9500775 in connection with the Rehabilitation of Runway 17L/35R Storm Drain-Pipes Project.

Bruce Collins F-10. Approve authorization to exercise options for multi-year contracts more than \$10,000,000, for the third quarter of Fiscal Year 2025.

Catrina Gilbert F-11. Approve to procure and bind coverage for All Risk Property program with American Home Assurance (AIG) for a one-year policy term effective March 1, 2025 in the amount of \$13,700,000, and that the Chief Executive Office or designee is authorized to execute said policy.

Cyril Puthoff F-12. Approve to increase contract no. PA1059, for Accenture Consulting Services with Accenture LLC, of Austin, Texas, in an amount not to exceed \$2,221,000, for a revised total contract of \$10,606,244. The current contract completion date of October 2025, is not affected by this action; and that the Chief Executive Officer or designee is authorized to execute said contract.

Cyril Puthoff F-13. Approve to execute contract no. PA1561, for Mental Health and Wellness Services, with Respond. Restore. Resolve of Fort Worth, Texas, for the initial two-year contract amount of \$175,000, and four, one-year options in the amount of \$350,000, for a total estimated contract amount of \$525,000, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to exercise options years at the Airport's discretion and execute said contract.

Michael Youngs F-14. Approve to execute contract no. PA1674, for Parking Guidance System with Indect USA Corporation of Irving, Texas, in an amount not to exceed \$2,000,000, for the five-year term of the contract with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

Michael Youngs F-15. Approve to execute contract no. PA1681 for Geographic Information System Software and Maintenance, with ESRI Inc. of Redlands, California, in an amount not to exceed \$1,185,000 for the three-year term of the contract, with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

Michael Youngs F-16. Approve to increase contract no. 8005453, for Automated Access Control System Integrator and Maintenance Services, with Convergent Technologies, LLC, of Schaumburg, Illinois, in an amount not to exceed \$2,150,000, for a revised not exceed contract amount of \$10,750,000; and that the Chief Executive Officer or designee is authorized to execute said contract.

- | | | |
|----------------|-------|--|
| Michael Youngs | F-17. | Approve to execute contract no. PA1683, for Computer-Aided Dispatch and Records Management System, with Central Square of Lake Mary, Florida, in an amount not to exceed \$2,309,975.47 for the five-year term of the contract, with a start date of April 2025; and that the Chief Executive Office or designee is authorized to execute said contract. |
| Michael Youngs | F-18. | Approve to execute contract no. PA1682, for Enhanced Call Center System, with Voxai Solutions, Inc., of Coppell, Texas, in an amount not to exceed \$2,821,417.70, for the three-year term of the contract, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to execute said contract. |
| Michael Youngs | F-19. | Approve to increase contract no. 8005405 for Information Technology Consulting Services with The Evolvers Group, L.P., of Flower Mound, Texas, in an amount not to exceed \$1,875,000, for a revised not to exceed contract amount of \$9,375,000, with a revised contract completion date of February 2026; and that the Chief Executive Office or designee is authorized to execute said contract. |

Discussion Items

- | | | |
|---------------|-------|---|
| Bruce Collins | F-20. | Report to the Airport Board solicitations received and rejected on a quarterly basis. |
|---------------|-------|---|

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Legal Services - Orenstein Law Group

Department: Legal

Amount: \$50,000.00

Revised Amount: \$344,250.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to increase Legal Services contract no. 8004897 for Orenstein Law Group in the amount of \$50,000 for a revised not to exceed amount of \$344,250.

BACKGROUND:

- The action would increase the Airport's contract for legal services with its outside bankruptcy counsel.
- The Letter Agreement was entered into between the Dallas Fort Worth International Airport and Orenstein Law Group effective January 2, 2014.

D/S/M/WBE INFORMATION:

- In accordance with the Board's Historical SBE Program, no SBE goal was set for this Contract due to the original contract being under \$50,000.00.
- Orenstein Law Group is a certified Small Business Enterprise (HF-C); therefore, their self-performance will be counted towards the Board's overall SBE Program goals.

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Elaine Rodriguez, General Counsel - Legal	Approved - 1/21/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Excess Workers Compensation Insurance Coverage

Department: Risk Management

Amount: \$290,068

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to procure and bind coverage for Excess Workers Compensation Insurance with Starr Aviation for a one-year policy term effective March 1, 2025 in the amount of \$290,068, and that the Chief Executive Office or designee is authorized to execute said policy.

BACKGROUND:

- This policy provides coverage for large employee claim losses that exceed the threshold of the self-funded DFW Board Workers Compensation program.
- Coverage Limit: Statutory Limit
- Self-Insured Retention (SIR) \$900,000

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Insurance Premiums)

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Catrina Gilbert, Vice President - Risk Management	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Executive Physicals Program

Department: Human Resources

Amount: \$240,000

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1655, for the Executive Physicals Program with Cooper Clinic of Dallas, Texas, for the initial three-year contract amount of \$120,000, and three, one-year options in the amount of \$120,000, for a total estimated contract amount of \$240,000, with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion and execute said contract.

BACKGROUND:

- This contract provides a tailored approach incorporating market, organizational and role-specific information to develop personalized executive physicals.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- No M/WBE goal determined. (Limited Availability)

ADDITIONAL INFORMATION:

- This contract is a Specified Source.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Cyril Puthoff, Vice President - Human Resources	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Commercial Fitness Equipment

Department: Human Resources

Amount: \$126,597.70

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no PA1594, for Commercial Fitness Equipment, with Advanced Healthstyles Fitness Equipment Inc. of Littleton, Colorado, in an amount not to exceed \$126,597.70, for the one-year term of the contract, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to execute said contract.

BACKGROUND:

- This contract will provide commercial strength and cardio equipment for use at the Airport's LiveWell center.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- No M/WBE goal determined. (Limited Availability)

ADDITIONAL INFORMATION:

- Advanced Healthstyles Fitness Equipment, Inc., of Littleton, Colorado, submitted the responsive and responsible bid.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Cyril Puthoff, Vice President - Human Resources	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Cellular and Data Services

Department: Information Technology Services

Amount: \$74,863.67

Revised Amount: \$4,657,968.19

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to ratify an increase to contract no. 7006392, for Cellular and Data Services, with AT&T Mobility, of Atlanta, Georgia, in an amount not to exceed \$74,863.67, for a revised not to exceed contract amount of \$4,657,968.19; the current contract completion date of October 10, 2025 is not affected by this action; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- Provides monthly cellular/data service across the Airport.
- Supports connectivity for cameras and sensors that provide real-time monitoring and alerting of critical assets and processes.
- Supports increased utilization of mobile devices by airport staff to complete work while in the field.
- Contract no. 7006392 will be replaced by PA1507 upon execution.

D/S/M/WBE INFORMATION:

- The annual goal for the historical SBE Program is 20%.
- Not subject to a contract-specific goal per the Board's historical SBE policy due to nature of the procurement (Goods/Finished Products).

ADDITIONAL INFORMATION:

- On August 4, 2016, by Resolution No. 2016-08-188, the Airport awarded contract no. 7006392 Cellular and Data Services with AT&T Mobility National Accounts, LLC, of Atlanta, Georgia.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Michael Youngs, Vice President - Information Technology Services	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Cellular and Data Services

Official Board Action - Consent

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Cellular/Distributed Antenna System Industry and Technical Consulting Services

Department: Information Technology Services

Amount: \$31,501.21

Revised Amount: \$1,776,877.93

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to ratify an increase to contract no. 8005528, for Cellular/Distributed Antenna System Industry and Technical Consulting Services with Cell Site Capital LLC, of Columbus, Ohio, in an amount not to exceed \$31,501.21, for a revised not to exceed contract amount of \$1,776,877.93, the current contract completion date of February 2025, is not be affected by this action; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- Contract no. 8005528 will be replaced by PA1571 upon execution.
- The vendor provides technical oversight of installation of new consolidated infrastructure used by wireless carriers for Airport-wide cellular service.
- Additionally, the vendor will assist in developing and negotiating new agreements with wireless carriers.
- Cellular services are critical to the safe and efficient operation of the Airport.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE program is 31%
- In accordance with the Board's M/WBE program, the M/WBE goal for this contract is 7%.
- Cell Site Capital LLC has committed to achieving 7% M/WBE participation on this contract and is currently achieving 7.70%.

ADDITIONAL INFORMATION:

- On October 13, 2022, by Resolution No. 2022-10-265, the Airport awarded contact no. 8005528 for Cellular/Distributed Antenna System Industry and Technical Consulting Services to Cell Site Capital LLC, of Columbus, Ohio.

Fund	Project Number	External Funding Source
Various		

Attachments: None

Approvals

Michael Youngs, Vice President - Information Technology Services	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Cellular/Distributed Antenna System Industry and Technical Consulting Services

Official Board Action - Consent

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Abnormal Inbound Email Security
Department: Information Technology Services
Amount: \$238,800

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1672 for Abnormal Inbound Email Security with Insight Public Sector Inc., of Chandler, Arizona, for the initial one-year contract amount of \$79,600, and two, one-year options in the amount of \$159,200, for a total estimated contract amount of \$238,800, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to exercise option years at the Airport's discretion and execute said contract.

BACKGROUND:

- Award a new contract for a cybersecurity tool that blocks malicious phishing emails targeted at Airport employees.
- Phishing emails are a common entry point for cybercriminals targeting organizations.
- The solution is recognized as a leading platform by technology research firms Gartner and Forrester based on effectiveness and ease of implementation.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE program is 31%.
- Not subject to a contract-specific goal. (Good/Finished Products)

ADDITIONAL INFORMATION:

- This contract will be made through Omnia Partners, contract no. 23-6692-03, which is available to local Government agencies, and was approved by Resolution No. 2003-01-22 dated January 9, 2003.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Michael Youngs, Vice President - Information Technology Services	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: E Citation Mobile Data System and Maintenance

Department: Information Technology Services

Amount: \$201,228.30

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1648, for E Citation Mobile Data System and Maintenance, with Tyler Technologies of Plano, Texas, in an amount not to exceed \$201,228.30 for the five-year term of the contact, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to execute said contract.

BACKGROUND:

- Replaces and existing contract that has been in place five years.
- Solution is utilized by DPS to enforce parking regulations on the DFW campus.
- Electronic citation issuance reduces the time it takes to issue a citation, reduces manual recordkeeping processes and reduces data entry errors.
- The systems interfaces with Grapevine, Euless, and Irving eCitation systems.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Good/Finished Products)

ADDITIONAL INFORMATION:

- This contact is a Specified Source.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Michael Youngs, Vice President - Information Technology Services
Bruce Collins, Vice President - Procurement and Materials Management
Tamela Burks Lee, Vice President - Business Diversity and Development
Abel Palacios, Vice President - Finance
Elaine Rodriguez, General Counsel - Legal
Sean Donohue, Chief Executive Officer

Approved - 1/22/2025
Approved - 1/22/2025
Approved - 1/24/2025
Approved - 1/24/2025
Approved - 1/24/2025
New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Settlement Agreement and Release with Ragle, Inc.

Department: Legal

Amount: \$1,090,980.20

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute a Settlement Agreement and Release with Ragle, Inc. to resolve a dispute regarding work performed pursuant to contract no. 9500775 in connection with the Rehabilitation of Runway 17L/35R Storm Drain-Pipes Project.

BACKGROUND:

- DFW and RAGLE entered into contract no. 9500775, dated March 3, 2022 (the "Contract") for the rehabilitation of Runway 17L/35R storm drainpipes.
- There are two disputes between the parties as it relates to the contract.
- The first is the quantity of work Ragle was required to perform vs. what was actually performed, which included Ragle's claim for additional compensation as a result of grading and installing sod in a greater amount than what was in the original bid quantity; and
- Second, the timely completion of the work by Ragle, which includes Ragle's claim for compensable standby time which DFW refutes and in the alternative, has argued that Ragle failed to achieve substantial completion of the work on or before the substantial completion date under the contract.
- In an effort to compromise and to avoid the burden of potential litigation, the parties have come to an agreement to dispose of the claims against each other through a settlement agreement.
- Through the Settlement Agreement DFW will pay Ragle a total sum of \$1,090,980.20 in exchange for a full release of claims related to the project.

D/S/M/WBE INFORMATION:

- The annual goal for the MWBE Program is 31%.
- N/A – Not subject to a goal per the Board's M/WBE Policy due to the nature of the procurement (Legal Settlement)

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
Various		

Attachments: None

Approvals

Elaine Rodriguez, General Counsel - Legal	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Settlement Agreement and Release with Ragle, Inc.

Official Board Action - Action

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Contract Renewal List Over \$10 Million for the Third Quarter of Fiscal Year 2025

Department: Procurement and Materials Management

Amount:

Revised Amount:

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve authorization to exercise options for multi-year contracts more than \$10,000,000, for the third quarter of Fiscal Year 2025.

BACKGROUND:

- Exercise contract options in the amounts set forth on the attached information sheet pending performance and D/S/M/WBE contractual compliance.
- To ensure continuity of contracted services in accordance with the terms and conditions of the contracts listed on the attached information sheet.
- Approval to exercise future contract options not listed herein will be brought forth separately as required.

D/S/M/WBE INFORMATION:

- Contract renewal options are subject to D/S/M/WBE contract compliance as stated above.

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
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Attachments: FY2025 3rd Quarter Contract Renewal List More Than \$10 Million

Approvals

Bruce Collins, Vice President - Procurement and Materials Management
Tamela Burks Lee, Vice President - Business Diversity and Development
Abel Palacios, Vice President - Finance
Elaine Rodriguez, General Counsel - Legal
Sean Donohue, Chief Executive Officer

Approved - 1/22/2025
Approved - 1/24/2025
Approved - 1/24/2025
Approved - 1/24/2025
New -

FY2025 3rd Quarter Contract Renewal List More Than \$10 Million

CONTRACT NUMBER	CONTRACTOR NAME	CONTRACT TITLE	NTP DATE	USER DEPT. / STAKE HOLDER	ORIGINAL AWARD AMOUNT	PROJECTED TOTAL CONTRACT AMOUNT WITH ALL RENEWALS & CHANGE ORDERS	ANNUAL RENEWALS REMAINING	REQUEST FOR ANNUAL RENEWAL AMOUNT
7007146	DIVERSE FACILITY SOLUTIONS GLOBAL INC	CUSTODIAL SERVICES - TERMINAL E	7/1/2022	CUSTOMER EXPERIENCE	\$ 28,067,128.92	\$ 47,707,049.45	2 OF 2	\$ 9,696,788.78
7007168	JONES LANG LASALLE AMERICAS, INC.	ENTERPRISE MECHANICAL ELECTRICAL PLUMBING SERVICES	7/1/2022	ENERGY, TRANSPORTATION & ASSET MANAGEMENT	\$ 55,835,469.24	\$ 109,551,226.36	2 OF 2	\$ 19,704,642.69
7006069	GTE SOUTHWEST INC DBA VERIZON SOUTHWEST	SPECIAL CIRCUIT TARIFF AGREEMENT	6/28/2014	INFORMATION TECHNOLOGY SERVICES	\$ 1,668,000.00	\$ 18,745,000.00	4 OF 5	\$ 1,668,000.00
8005466	ORACLE AMERICA INC	ORACLE CLOUD SERVICES	5/31/2022	INFORMATION TECHNOLOGY SERVICES	\$ 6,395,000.00	\$ 21,382,110.00	4 OF 5	\$ 3,197,500.00
7007159	ABM AVIATION INC	REMOTE PARKING BUSING OPERATION SERVICES	4/18/2022	TRANSPORTATION BUSINESS UNIT	\$ 10,996,320.84	\$ 35,738,042.73	3 OF 3*	\$ 7,330,880.56

* Each renewal option is for a two-year period.

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: All Risk Property Insurance

Department: Risk Management

Amount: \$13,700,000

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to procure and bind coverage for All Risk Property program with American Home Assurance (AIG) for a one-year policy term effective March 1, 2025 in the amount of \$13,700,000, and that the Chief Executive Office or designee is authorized to execute said policy.

BACKGROUND:

- This policy is necessary to cover all buildings that are owned by the DFW Board against any losses or damages that may occur due to large property claims.
- FY25 Premium: \$13,700,000 (\$420,342 decrease from FY24 premium)
- Coverage Limit: \$2 Billion
- Deductible: \$250K on other perils and \$10M Wind and Hail

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- Not subject to a contract-specific goal. (Insurance Premiums)

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Catrina Gilbert, Vice President - Risk Management	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Accenture Consulting Services - HRIS Telestaff Replacement

Department: Human Resources

Amount: \$2,221,000

Revised Amount: \$10,606,244

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to increase contract no. PA1059, for Accenture Consulting Services with Accenture LLC, of Austin, Texas, in an amount not to exceed \$2,221,000, for a revised total contract of \$10,606,244. The current contract completion date of October 2025, is not affected by this action; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- The Airport was notified the on-premise version of the current Telestaff platform will no longer be supported effective January 2025; and the cloud version as a stand-alone tool is also no longer available.
- This increase is requested to implement the five additional SKUs necessary to replace scheduling functionality in Workday.

D/S/M/WBE INFORMATION:

- The annual goal for M/WBE program is 31%.
- No M/WBE goal determined. (Limited Availability)

ADDITIONAL INFORMATION:

- On September 7, 2023, by Resolution No. 2023-09-241, the Airport awarded contract no. PA1059, for Accenture Consulting Services to Accenture LLC, of Austin, Texas.

Fund	Project Number	External Funding Source
DFW Capital Acct	2711601	

Attachments: None

Approvals

Cyril Puthoff, Vice President - Human Resources	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Mental Health and Wellness Services

Department: Human Resources

Amount: \$525,000

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1561, for Mental Health and Wellness Services, with Respond. Restore. Resolve of Fort Worth, Texas, for the initial two-year contract amount of \$175,000, and four, one-year options in the amount of \$350,000, for a total estimated contract amount of \$525,000, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to exercise options years at the Airport's discretion and execute said contract.

BACKGROUND:

- The contract will provide proactive mental health and wellness care, and resources tailored to the first responder culture in support of the Airport's Department Public Safety (DPS) department.
- DPS has approximately 736 employees and dependents.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- No M/WBE goal determined. (Limited Availability)

ADDITIONAL INFORMATION:

- Seven proposals, including one from M/WBE firms, were received on or before November 15, 2024.
 - Family Endeavors, Inc., dba Endeavors, San Antonio, Texas
 - Jacob Joseph and Jabez Family Counseling and Professional Services Group Inc., Farmers Branch, Texas
 - Lyra Health, Inc., Burlingame, California
 - Nuway Express, Inc., Northridge, California
 - Pamela L.Fox dba Synergy Counseling and Coaching Center, Arlington, Texas - MBE-certified through the North Central Texas Regional Certification Agency
 - Respond. Restore. Resolve. Fort Worth, Texas,
 - Tele-Help, Inc. dba TeleHelp 24/7, Wilmington, Delaware

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Cyril Puthoff, Vice President - Human Resources	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Mental Health and Wellness Services

Official Board Action - Action

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Parking Guidance System Extension: Terminals B, C, & E

Department: Information Technology Services

Amount: \$2,000,000

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1674, for Parking Guidance System with Indect USA Corporation of Irving, Texas, in an amount not to exceed \$2,000,000, for the five-year term of the contract with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- Replaces an existing contract that has been in place five years.
- This platform provides assistance to passengers to locate available parking in Terminal garages.
- The solution provides real-time occupancy data that is utilized to optimize the Pre-Paid Parking Program.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- No M/WBE goal determined. (No availability)

ADDITIONAL INFORMATION:

- This contract is a Specified Source.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Michael Youngs, Vice President - Information Technology Services
Bruce Collins, Vice President - Procurement and Materials Management
Tamela Burks Lee, Vice President - Business Diversity and Development
Abel Palacios, Vice President - Finance
Elaine Rodriguez, General Counsel - Legal
Sean Donohue, Chief Executive Officer

Approved - 1/22/2025
Approved - 1/22/2025
Approved - 1/24/2025
Approved - 1/24/2025
Approved - 1/24/2025
New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Geographic Information System Software and Maintenance

Department: Information Technology Services

Amount: \$1,185,000

Revised Amount:

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1681 for Geographic Information System Software and Maintenance, with ESRI Inc. of Redlands, California, in an amount not to exceed \$1,185,000 for the three-year term of the contract, with a start date of February 2025; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- Contract provides software used for mapping incidents, assets, and resources as well as tools for distributing location-based services and routing in real-time.
- The software is needed to maintain and distribute base maps to support a variety of functions, including dispatch and routing of emergency services; airfield inspections; and terminal space planning.
- Contract entitles the Airport to new version releases bug fixes and on-demand training.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE Program is 31%.
- No M/WBE goal determined. (No Availability)

ADDITIONAL INFORMATION:

- This contract is a Sole Source.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Michael Youngs, Vice President - Information Technology Services	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Automated Access Control System Integrator and Maintenance Services

Department: Information Technology Services

Amount: \$2,150,000

Revised Amount: \$10,750,000

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to increase contract no. 8005453, for Automated Access Control System Integrator and Maintenance Services, with Converjint Technologies, LLC, of Schaumburg, Illinois, in an amount not to exceed \$2,150,000, for a revised not exceed contract amount of \$10,750,000; and that the Chief Executive Officer or designee is authorized to execute said contract.

BACKGROUND:

- Contract provides for hardware, software, and services to install and provide ongoing support of the new Automated Access Control System including associated integrations.
- The Automated Access Control System manages ingress into secured spaces within the Airport's passenger terminals, various board facilities, and other campus areas in compliance with federal regulations.
- Contract increase is needed to accelerate conversion to the new platform, in order to retire the current system, which is end of life.
- Action will enable the migration of two terminals to the new platform this fiscal year a strategic goal identified for FY25.

D/S/M/WBE INFORMATION:

- In accordance with the Board's MWBE program, the MWBE goal for this contract is 20%.
- Converjint Technologies, LLC has committed to achieving 20% M/WBE participation on this contract and is currently achieving 10.59%.
- Converjint Technologies, LLC has committed to achieving the original D/M/WBE commitment inclusive of this Board Action and BDDD is receipt of their compliance plan.

ADDITIONAL INFORMATION:

- On November 4, 2021, by Resolution No. 2021-11-240, the Airport awarded contract no. 8005453, Automated Access Control System Integrator and Maintenance Services to Converjint Technologies, LLC, of Schaumburg, Illinois.

Fund	Project Number	External Funding Source
Joint Capital Acct	2682905	

Attachments: None

Approvals

Michael Youngs, Vice President - Information Technology Services	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Automated Access Control System Integrator and Maintenance Services

Official Board Action - Action

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Computer-Aided Dispatch and Records Management System

Department: Information Technology Services

Amount: \$2,309,975.47

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1683, for Computer-Aided Dispatch and Records Management System, with Central Square of Lake Mary, Florida, in an amount not to exceed \$2,309,975.47 for the five-year term of the contract, with a start date of April 2025; and that the Chief Executive Office or designee is authorized to execute said contract.

BACKGROUND:

- Action creates a new contract to provide annual support and maintenance of the Computer Aided Dispatch and Records Management System for the Department of Public Safety.
- Computer Aided Dispatch (CAD) is used to track each police, fire and EMS incident from first report to completion. The CAD interface to the 9-1-1 phone system makes this an efficient process. CAD is also used to manage all response personnel and vehicle resources needed to accomplish these missions.
- The mobile system enables responders to receive secure, detailed information on the call data and location, including mapping. The Automatic Vehicle Location System ensures the closest appropriate resource is directed to the most urgent need.
- The Records Management System takes the CAD information and provides a repository for police and fire incident data, including the information reportable to state and federal agencies.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE program is 31%.
- No M/WBE goal determined (No Availability)

ADDITIONAL INFORMATION:

- This contract is a Specified Source.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Michael Youngs, Vice President - Information Technology Services	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Computer-Aided Dispatch and Records Management System

Official Board Action - Action

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Enhanced Call Center System

Department: Information Technology Services

Amount: \$2,821,417.70

Revised Amount: \$0.00

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to execute contract no. PA1682, for Enhanced Call Center System, with Voxai Solutions, Inc., of Coppell, Texas, in an amount not to exceed \$2,821,417.70, for the three-year term of the contract, with a start date of February 2025; and that the Chief Executive Office or designee is authorized to execute said contract.

BACKGROUND:

- Purchase a one-year renewal of software support and maintenance of the Call Center (IVR) system for IOC, Finance Call Center (FCC), and ITS Solutions Desk.
- The Airport has standardized on the Genesys Cloud Platform to enable contact and communication with customers.
- The system helps improve customer satisfaction and operational efficiency by utilizing intelligent routing, analytics, and multi-channel support.
- The platform offers PCI-compliant solutions for accepting customer credit card payments for the Finance department.

D/S/M/WBE INFORMATION:

- The annual goal for the M/WBE program is 31%
- Not subject to a contract-specific goal. (Good/Finished Products)

ADDITIONAL INFORMATION:

- This contract is a Specified Source.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Michael Youngs, Vice President - Information Technology Services
Bruce Collins, Vice President - Procurement and Materials Management
Tamela Burks Lee, Vice President - Business Diversity and Development
Abel Palacios, Vice President - Finance
Elaine Rodriguez, General Counsel - Legal
Sean Donohue, Chief Executive Officer

Approved - 1/22/2025
Approved - 1/22/2025
Approved - 1/24/2025
Approved - 1/24/2025
Approved - 1/24/2025
New -

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Information Technology Consulting Services

Department: Information Technology Services

Amount: \$1,875,000

Revised Amount: \$9,375,000

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approve to increase contract no. 8005405 for Information Technology Consulting Services with The Evolvers Group, L.P., of Flower Mound, Texas, in an amount not to exceed \$1,875,000, for a revised not to exceed contract amount of \$9,375,000, with a revised contract completion date of February 2026; and that the Chief Executive Office or designee is authorized to execute said contract.

BACKGROUND:

- Increase to contract to provide for continued subject matter expertise and consulting support of various technology projects.
- Projects examples include Automated Access Control System Upgrade, Digital Twin, Video Analytics, and Workday implementation.
- This contract is set to expire next year. The increase will allow continuity of consulting resources on funded projects while these services are resolicited.
- Services are ordered on an as-needed basis, and the Airport will have no obligation to purchase any quantity under the contract.

D/S/M/WBE INFORMATION:

- The annual goal for the historical SBE Program is 20%
- In accordance with the Board's historical SBE Program, the SBE goal for this contract is 13%
- The Evolvers Group, L.P., a certified Small Business Enterprise (IM-C), has committed to achieving 13% SBE participation through self-performance.

ADDITIONAL INFORMATION:

- On January 7, 2021, by Resolution No. 2021-01-016, the Airport awarded contract no. 8005405 for Information Technology Consulting Services to The Evolvers Group, L.P., of Flower Mound, Texas.

Fund	Project Number	External Funding Source
Operating Fund		

Attachments: None

Approvals

Michael Youngs, Vice President - Information Technology Services	Approved - 1/22/2025
Bruce Collins, Vice President - Procurement and Materials Management	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Information Technology Consulting Services

Official Board Action - Action

Resolution No.:

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Finance, Audit, and IT
Committee**

Resolution No.:

Subject: Solicitation Rejection Report

Department: Procurement and Materials Management

Amount:

Revised Amount:

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Report to the Airport Board solicitations received and rejected on a quarterly basis.

BACKGROUND:

- Solicitation rejection report.

D/S/M/WBE INFORMATION:

- Not Applicable

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
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Attachments: Solicitation Rejection Report .docx February Board Meeting

Approvals

Bruce Collins, Vice President - Procurement and Materials Management
Tamela Burks Lee, Vice President - Business Diversity and Development
Abel Palacios, Vice President - Finance
Elaine Rodriguez, General Counsel - Legal
Sean Donohue, Chief Executive Officer

Approved - 1/22/2025
Approved - 1/24/2025
Approved - 1/24/2025
Approved - 1/24/2025
New -

SOLICITATION REJECTION REPORT – FEBRUARY BOARD REPORTING 2025

SOLICITATION NO.	SOLICITATION TITLE	SOLICITATION CLOSE DATE	REASON	ACTION TYPE	NO. OF RESPONSES RECEIVED
PA1498	MANAGED SERVICES FOR SECURITY OPERATIONS PLATFORM	SEPTEMBER 5, 2024	DID NOT MEET SCOPE SPECIFICATIONS	REJECT ALL SUBMISSIONS	3
PA1488	EXECUTIVE PHYSICAL PROGRAM	SEPTEMBER 20, 2024	REVISED SCOPE AND TERMS	REJECT ALL SUBMISSIONS	1
PA1470	NAMEPLATE FABRICATION AND INSTALLATION SERVICES	SEPTEMBER 24, 2024	DID NOT MEET M/WBE COMPLIANCE	REJECT ALL SUBMISSIONS	1
PA1520	HYDRAULIC DREDGING – TRIGG LAKE	OCTOBER 28, 2024	SUBMISSIONS EXCEEDED BUDGET	REJECT ALL SUBMISSIONS	5
PA1558	PASSENGER BOARDING BRIDGE MAINTENANCE	NOVEMBER 25, 2024	REVISED SCOPE AND TERMS	REJECT ALL SUBMISSIONS	5
PA1425	TERMINAL D GREASE TRAP REHABILITATION	NOVEMBER 15, 2024	SUBMISSIONS EXCEEDED BUDGET	REJECT ALL SUBMISSIONS	3



**Concessions and Commercial Development Committee Meeting
Tuesday, February 4, 2025
12:50 PM**

AGENDA

1. Approve Minutes of the Concessions & Commercial Development Committee Meeting of January 7, 2025.

CONCESSIONS AND COMMERCIAL DEVELOPMENT COMMITTEE

Action Items for Consideration

- | | | |
|-----------------|------|--|
| Zenola Campbell | C-1. | Consent to purchase of TGIF/DFW Partner, LLC and the assignment by TGIF/DFW Partner, LLC of its interests in TGIF/DFW Terminal A Restaurant Joint Venture and TGIF/DFW Terminals B, C and E Restaurant Joint Venture, and authorize the Chief Executive Officer or his designee to execute such consent. |
| Zenola Campbell | C-2. | Approval to amend term extension of Lease agreement 008114, dba Smoothie King and coterminate with Lease agreement 008113 upon opening of new concept. |
| Zenola Campbell | C-3. | Approval to enter into a Lease Agreement with Genesco Partners Joint Venture #18 |

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Concessions and
Commercial Development
Committee**

Resolution No.:

Subject: Consent to Sale and Assignment

Department: Concessions

Amount:

Revised Amount:

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Consent to purchase of TGIF/DFW Partner, LLC and the assignment by TGIF/DFW Partner, LLC of its interests in TGIF/DFW Terminal A Restaurant Joint Venture and TGIF/DFW Terminals B, C and E Restaurant Joint Venture, and authorize the Chief Executive Officer or his designee to execute such consent.

BACKGROUND:

- The Board leases to TGIF/DFW Terminal A Restaurant Joint Venture, a Texas general partnership ("Concessionaire A") certain premises in Terminal A.
- The Board also leases to TGIF/DFW Terminal B, C and E Restaurant Joint Venture, a Texas general partnership ("Concessionaire BCE") multiple premises in Terminals B, C and E.
- TGIF/DFW Partner, LLC, a Texas limited liability company (the "Majority Partner") is the majority partner of both Concessionaires.
- The Majority Partner is wholly owned by TGI Friday's, Inc. (the "Parent") and both are debtor entities in a bankruptcy proceeding styled "In re: TGI Friday's, Inc., et al.", Case No. 24-80069-sgj11, Northern District of Texas, Dallas Division.
- The Parent desires to sell all of its interest in the Majority Partner to MERA Global LLC ("MERA"), a global operator with 33 years of experience in food, beverage and retail operations. MERA desires to purchase the Majority Partner and to also receive an assignment of the Majority Partner's interest in both Concessionaire A and Concessionaire BCE.
- The purchase of the Majority Partner and the assignment of the Majority Partner's interest in the two Concessionaires requires the consent of the Board pursuant to the leases.
- Concessionaire A's lease (Lease No. 239071) includes the following locations:
 - TGI Fridays, Terminal A, Gate A14
- Concessionaire BCE's leases (Leases Nos. 010904, 010890 and 010372) include the following locations:
 - TGI Fridays, Terminal B, Gate B12
 - TGI Fridays, Terminal C, Gate C07
 - TGI Fridays, Terminal C, Gate C30
 - TGI Fridays, Terminal E, Gate E17

D/S/M/WBE INFORMATION:

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
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Attachments: None

Approvals

Zenola Campbell, Vice President - Concessions
Tamela Burks Lee, Vice President - Business Diversity and Development
Abel Palacios, Vice President - Finance

Approved - 1/21/2025
Approved - 1/24/2025
Approved - 1/24/2025

Consent to Sale and Assignment

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Concessions and
Commercial Development
Committee**

Resolution No.:

Subject: Approval to amend term extension of Lease agreement 008114, dba Smoothie King and coterminate with Lease agreement 008113 upon opening of new concept.

Department: Concessions

Amount:

Revised Amount:

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approval to amend term extension of Lease agreement 008114, dba Smoothie King and coterminate with Lease agreement 008113 upon opening of new concept.

BACKGROUND:

- Pursuant to OBA Resolution Number 2023-02-044, Concessionaire shall re-concept the remaining 1 of 2 previously approved, Pinkberry locations listed below to Smoothie King:
 - Terminal A, Gate A18, ID No. A-2-053C-A02
 - Terminal A, Gate A26, ID No. A-2-090D-A01 – Completed July 2024
- The term of these two leased locations will be coterminously reset to seven years considering the investment the concessionaire will make.
- All other terms and conditions, including but not limited to term and expiration date, of said Lease remain in effect.

D/S/M/WBE INFORMATION:

- The existing ACDBE and M/WBE commitments will continue to the lease term extension.

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
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Attachments: None

Approvals

Zenola Campbell, Vice President - Concessions	Approved - 1/21/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Approval to amend term extension of Lease agreement 008114, dba Smoothie King and coterminate with Lease agreement 008113 upon opening of new concept.

**Dallas Fort Worth International Airport Board
Official Board Action / Resolution**

Date: February 6, 2025

**Concessions and
Commercial Development
Committee**

Resolution No.:

Subject: Approval to enter into a Lease Agreement with Genesco Partners Joint Venture #18

Department: Concessions

Amount:

Revised Amount:

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approval to enter into a Lease Agreement with Genesco Partners Joint Venture #18

BACKGROUND:

- As the result of a request for proposal, Genesco Partners Joint Venture #18 was awarded a location in Terminal D.
- Genesco Partners Joint Venture #18 will operate Johnston & Murphy in Terminal D, Gate D27.
 - Johnston & Murphy offers a wide assortment of shoes, apparel, and accessories for both men and women with a focus on ensuring customer service.
- The minimum annual guarantee will be \$73,447 for a term of seven years.
- Concessionaire shall pay the following Percent Rents:
 - 17% of Gross Receipts for the sale of Specialty Retail.
 - 13% of Gross Receipts for Display/Fixture Allowances, Performance Allowances, Promotional Allowances, Special Purchase Allowances, and Retail Display Allowances.

D/S/M/WBE INFORMATION:

- The annual goal for the ACDBE Program is 31%.
- In accordance with the Board's ACDBE Program, the ACDBE goal for this lease is 40% and the M/WBE goal for design and construction is 30%.
- Genesco Partners Joint Venture #18 is comprised of Genesco Inc. (60%) and Corliss Stone-Littles, LLC (ACDBE: BF-C, 40%).
- Genesco Partners Joint Venture #18 has committed to 30% M/WBE participation in the design and construction of the lease space.

ADDITIONAL INFORMATION:

Fund	Project Number	External Funding Source
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Attachments: None

Approvals

Zenola Campbell, Vice President - Concessions	Approved - 1/22/2025
Tamela Burks Lee, Vice President - Business Diversity and Development	Approved - 1/24/2025
Abel Palacios, Vice President - Finance	Approved - 1/24/2025
Elaine Rodriguez, General Counsel - Legal	Approved - 1/24/2025
Sean Donohue, Chief Executive Officer	New -

Approval to enter into a Lease Agreement with Genesco Partners Joint Venture #18

Official Board Action - Action

Resolution No.:



**Executive Compensation Committee Meeting
Tuesday, February 4, 2025
7:50 AM**

AGENDA

1. Approve the Minutes of the Executive Compensation Committee Meeting of December 4, 2024.

EXECUTIVE COMPENSATION COMMITTEE

CLOSED SESSION

1. In accordance with provisions of Section 551.074 of the Texas Government Code, a closed session will be held to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit:
 - a. Interview and deliberate the qualifications of candidates for the Chief Executive Officer position provided by the search firm.



**Executive Compensation Committee Meeting
Thursday, February 6, 2025
10:00 AM**

AGENDA

1. Approve the Minutes of the Executive Compensation Committee Meeting of February 4, 2025.

EXECUTIVE COMPENSATION COMMITTEE

CLOSED SESSION

1. In accordance with provisions of Section 551.074 of the Texas Government Code, a closed session will be held to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit:
 - a. Interview and deliberate the qualifications of candidates for the Chief Executive Officer position provided by the search firm.