

North Central Texas Council of Governments

TO: NCTCOG Executive Board **DATE:** May 21, 2026
FROM: Todd Little
Executive Director
SUBJECT: Executive Board Meeting

The next meeting of the **NCTCOG Executive Board** will be:

DATE: May 28, 2026

Please RSVP to the Executive Director's office as soon as possible by email or call (817) 695-9100.

11:15 AM: Executive Board Nominating Committee Meeting (Six Flags Conference Rm)

12:00 NOON: LUNCH

1:00 PM: **EXECUTIVE BOARD – REGULAR SESSION**

PHYSICAL

LOCATION: NCTCOG Offices
Centerpoint II Conference Center
616 Six Flags Drive, Arlington, TX 76011
Transportation Council Room

Presiding officer will be physically present at this location, which shall be open to the public during open portions of the meeting.

METHOD: Via Videoconference

President Johnson hopes each of you will plan to attend this important meeting. I look forward to seeing you there!

TL:jw

North Central Texas Council of Governments

EXECUTIVE BOARD AGENDA

May 28, 2026 | 1:00 pm

Physical Location of Meeting: NCTCOG Offices, Centerpoint II Conference Center
616 Six Flags Drive, Arlington, TX 76011, Transportation Council Room

Method of Meeting: Via Videoconference

The NCTCOG Executive Board meeting is posted as a videoconference meeting. The presiding officer shall be present at the physical location, which shall be open to the public during open portions of the meeting. Members of the public may attend in person or view the livestream via <http://nctcog.swagit.com/live>. The meeting will be recorded and posted later on NCTCOG's website <http://nctcog.swagit.com/executive-board/>

Executive Board

1. _____ Victoria Johnson – President
2. _____ Jennifer Justice – Vice President
3. _____ Brandon J. Huckabee – Secretary/Treasurer
4. _____ Chris Hill – Past President
5. _____ Christopher Boedeker
6. _____ David Bristol
7. _____ Carlos Flores
8. _____ T.J. Gilmore

9. _____ Bowie Hogg
10. _____ Rick Horne
11. _____ Gary Hulsey
12. _____ Clay Jenkins
13. _____ Cara Mendelsohn
14. _____ Bobbie Mitchell
15. _____ Tim O'Hare
16. _____ Mitch Little

Staff

- | | |
|------------------------|------------------------|
| _____ Todd Little | _____ Randy Richardson |
| _____ Monte Mercer | _____ Christy Williams |
| _____ Sue Alvarez | _____ Jerri Watson |
| _____ Tim Barbee | |
| _____ Doni Green | |
| _____ Maribel Martinez | |
| _____ Michael Morris | |
| _____ Phedra Redifer | |

REGULAR SESSION: 1:00 pm

Call to order time: _____

Pledge to the United States and Texas Flags

Public Comment on Agenda Items (Must be physically present)

Members of the public may comment on any item(s) on today's agenda at this time. If speaking, please announce your name, city of residence and the agenda item(s) on which you are commenting. A maximum three (3) minutes is permitted per speaker. At the conclusion of this item, no further opportunities for public comment will be provided for the duration of the meeting.

CONSENT AGENDA ITEMS:

Motion/Second Item # Name of Item

_____/_____

- 1 Approval of Minutes**
- April 23, 2026 (regular meeting)
 - April 28, 2026 (special meeting)
 - May 13, 2026 (special meeting)

_____/_____

- 2 Resolution Appointing Executive Board Member for the Collin County Vacant Seat - Todd Little**

_____/_____

- 3 Resolution Authorizing a Contract for External Legal Counsel for Commercial Real Estate Services - Randy Richardson**

_____/_____

- 4 Resolution Authorizing TXShare Contract Extensions for Temporary Staffing Services - Randy Richardson**

- ___/___ 5 Resolution Authorizing an Interlocal Agreement with Alliance for Innovation for Cooperative Purchasing Reciprocity - Randy Richardson
- ___/___ 6 Resolution Authorizing TXShare Contracts for Learning Management Systems (LMS) - Randy Richardson
- ___/___ 7 Resolution Authorizing a Contract for FIFA World Cup After Action Reports - Maribel Martinez
- ___/___ 8 Resolution Authorizing a Personal Services Agreement for Transportation and Stormwater Infrastructure (TSI) Project - Susan Alvarez
- ___/___ 9 Resolution Endorsing the 2026 National Electric Code and Regional Code - Susan Alvarez
- ___/___ 10 Resolution Authorizing Agreements for the Receipt of Funds for Planning and Implementation Programs from the Texas Department of Transportation - Michael Morris
- ___/___ 11 Resolution Authorizing Contract with Cityzen Solutions, Inc. d/b/a PublicInput.com to Provide Web-based Public Engagement Software - Michael Morris
- ___/___ 12 Resolution Authorizing Contracts for the Roadway and Transit Model Development for Dallas-Fort Worth - Michael Morris
- ___/___ 13 Appointment of Officers for the Surface Transportation Technical Committee for the 2026-2027 Term - Michael Morris

ITEMS FOR INDIVIDUAL CONSIDERATION:

- ___/___ 14 Resolution Authorizing Agreements Related to the 2026 FIFA World Cup Grant Program (FWCGP) - Maribel Martinez
- ___/___ 15 Resolution Endorsing Fiscal Year 2026 Safe Streets and Roads for All Program - Implementation Grant Application to the United States Department of Transportation - Michael Morris
- ___/___ 16 Resolution Authorizing Contract with WSP USA Inc. to Provide Services Supporting the McKinney Passenger Rail Corridor Study - Michael Morris
- ___/___ 17 Discussion and Possible Action to Confirm the North Central Texas Council of Governments' Intent to Remain the Fiscal Agent for Metropolitan Planning Organization Functions in the Dallas-Fort Worth Region - Todd Little

___/___ 18 Discussion and Possible Action to Authorize President Johnson to Appoint a Subset of the Executive Board to Initiate Discussions with Regional Transportation Council Officers on the MPO Planning Agreement - Todd Little

INFORMATION ITEMS:

___/___ 19 Status Report - Presentation of 2026 Current Population Estimates - Sarah Jackson

___/___ 20 Executive Director's Report
• Strategic Visioning Update

MISCELLANEOUS:

___/___ 21 Future Calendar and Attendance

EXECUTIVE SESSION:

Time: _____

The Executive Board will convene in Executive Session pursuant to the following provisions of the Open Meetings Act (Chapter 551 of the Texas Government Code):

- Section 551.071 to consult with its attorney to seek advice on pending litigation, or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551: *County of Denton, Texas v. Victoria Johnson, In Her Official Capacity, et. al.*
- Section 551.071 to consult with its attorney to seek advice on pending litigation, or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551: MPO Planning Agreement and Fiscal Agent status
- Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Annual Performance Review of Executive Director

CLOSE EXECUTIVE SESSION Time: _____

RECONVENE REGULAR SESSION Time: _____

___/___ 22 Possible Action Resulting from Executive Session

Adjournment: _____

APPROVED FOR POSTING:

Todd Little, Executive Director

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
EXECUTIVE BOARD MEETING**

Minutes — April 23, 2026

Transportation Council Room | 616 Six Flags Drive | Arlington, Texas

The NCTCOG Executive Board meeting was conducted as a videoconference meeting that was live broadcast at <https://nctcog.swagit.com/live>. The presiding officer, President Johnson, was present at the physical location, 616 Six Flags Drive, Arlington, Texas, which was open to the public during all open portions of the meeting.

President Johnson called the regular meeting of the North Central Texas Council of Governments Executive Board to order at 1:00 pm on April 23, 2026. Todd Little took attendance and determined that a quorum was physically present.

Members of the Board Present:

- | | |
|----------------------------|---------------------|
| 1. Victoria Johnson | 9. Darrell Hale (V) |
| 2. Jennifer Justice | 10. Bowie Hogg |
| 3. Brandon J. Huckabee (V) | 11. Rick Horne |
| 4. Chris Hill | 12. Gary Hulse |
| 5. Christopher Boedeker | 13. Clay Jenkins |
| 6. David Bristol | 14. Cara Mendelsohn |
| 7. Carlos Flores | 15. Bobbie Mitchell |
| 8. T.J. Gilmore | 16. Tim O’Hare |

Members of the Board Absent:

- 1. Mitch Little

Members of the Staff Present:

Todd Little, Monte Mercer, Tim Barbee, Doni Green, Michael Morris, Phedra Redifer, Randy Richardson, Christy Williams, Jerri Watson, Ken Kirkpatrick, James Powell, Michael Bort, Tom McLain, Shala Geer-Smith, Caroline Vandergriff, Jessie Shadowens, Marcie Bruner, Jon Blackman, Megan Short, Christy Martinez, Kelly Schmidt, Katherine Cadena, Emily Dryden

Visitors Present:

Jeff Whitfield, Counsel | Kelly Hart & Hallman; Glen Whitley, Former Tarrant County Judge; John Polster

REGULAR SESSION

PUBLIC COMMENT ON AGENDA ITEMS

President Johnson opened the meeting for public comment and asked if there was anyone present wishing to speak. Glen Whitley and John Polster made public comments on items related to the agenda.

CONSENT AGENDA ITEMS:

Items 1 - 3 were posted on the agenda as Consent Items.

- Item 1 Approval of Minutes**
- **March 26, 2026 (regular meeting)**
 - **April 13, 2026 (special meeting)**
- Item 2 Resolution Authorizing a Contract with McKesson Medical-Surgical Government Solutions LLC for Medical Equipment and Supplies**
Board authorization was requested to enter a contract with McKesson Medical-Surgical Government Solutions LLC for the purchase of medical equipment and supplies for low income older adults at risk of premature nursing home placement, for a term of up to four years and an amount not to exceed \$400,000. The current contract for these services is expiring and requires reprocurement. Following review, staff recommended utilizing Sourcewell cooperative contract #090925 MML with McKesson, which replaces the recently expired Sourcewell contract #022422 MML and satisfies all federal and state purchasing requirements. McKesson offers an extensive catalog covering the program's most frequently purchased items, provides competitive pricing, and has demonstrated satisfactory performance.
- Item 3 Resolution to Accept and Approve the Quarterly Investment Report**
Board acceptance and approval was requested for the Quarterly Investment Report for the quarter ended March 31, 2026. The report is required by the Investment Policy and Public Funds Investment Act and shows an average rate of return, cumulative transactions and beginning and ending balances for the quarter.

Upon a Motion by Councilmember Hogg (seconded by Judge Jenkins), to approve Consent Agenda Items 1 - 3, and unanimous vote of all members present, the Board approved the Consent Agenda Items as posted.

ITEMS FOR INDIVIDUAL CONSIDERATION:

Item 4 Resolution Endorsing FY 2027 Criminal Justice Priorities for North Central Texas

Kelly Schmidt, Criminal Justice Program Administrator, presented the FY 2027 Criminal Justice priority projects for Board endorsement. She explained that NCTCOG has an Interlocal Cooperation Agreement with the Criminal Justice Division (CJD) of the Office of the Governor's Public Safety Office (PSO). Under this contract, NCTCOG is responsible for determining regional criminal justice priorities. Submitted applications were reviewed, discussed and scored by the Criminal Justice Policy Development Committee (CJPDC). Priority lists were then developed in each category and will be submitted to the PSO, which provides the funds for local project implementation each year.

Criminal Justice Program - Justice Assistance Grant*:

Projected Funding:	\$2.24M
Recommended Non-competing Continuation grants (3 projects):	\$252K
Recommended New or Renewal Requests (31 projects):	\$2.85M
Balance:	(\$862K)

General Victim Assistance*:

Projected Funding:	\$25.6M
Recommended Non-competing Continuation grants (46 projects):	\$22.1M
Recommended New or Renewal Requests (17 projects):	\$5M
Balance:	(\$1.6M)

Juvenile Justice*:

Projected Funding:	\$879K
Recommended Non-competing Continuation grants (6 projects):	\$436K
Recommended New or Renewal Requests (9 projects):	\$768K
Balance:	(\$325K)

Violence Against Women:

Projected Funding: **\$2.37M**
 Recommended Non-competing Continuation grants (10 projects): \$942K
 Recommended New or Renewal Requests (7 projects): \$750K
 Balance: \$678K

Youth Diversion:

Projected Funding: **\$855K**
 Recommended Non-competing Continuation grants (3 projects): \$267K
 Recommended New or Renewal Requests (3 project): \$311K
 Balance: \$277K

*All projects meeting the pass/fail threshold in these categories will be recommended for funding, should the allocation increase.

Exhibit: 2026-04-04-CJ

Upon a Motion by Councilmember Justice (seconded by Mayor Pro Tem Flores), and unanimous vote of all members present, the Board approved the resolution as presented.

INFORMATION ITEMS:

Item 5 Status Report on FY2026 Discretionary Grant Awards

An update on the status of FY2026 Discretionary Grant Awards was provided as an Information Item. Details of each grant award amounts and their current status are listed below.

FY 2026 Discretionary Grant Award Status (October 1, 2025 - March 31, 2026)						
Department Name	Grant Name	Executive Board Request Date	Grant Requested Amount	Actual Grant Awarded Amount	Date of Award	Pending/Award Status Update
Aging						
Awarded	Alzheimer's Disease Programs Initiative Developing Dementia-Capable Community Health Workers in the National Aging Network	10/23/2025	\$ 750,000.00	\$ 750,000.00	9/24/2025	
Aging Total - Awarded			\$ 750,000.00	\$ 750,000.00		
EDO/Public Affairs						
Awarded	Texas Regional Broadband Program	1/22/2026	\$ 321,000.00	\$ 321,000.00	2/1/2026	
EDO/Public Affairs Total - Awarded			\$ 321,000.00	\$ 321,000.00		
Environment & Development						
Awarded	Regional Energy Management Assistance	9/26/2025	\$ 250,000.00	\$ 250,000.00	3/16/2026	
Environment & Development Total - Awarded			\$ 250,000.00	\$ 250,000.00		
Emergency Preparedness						
Pending	Statewide Emergency Radio Infrastructure Grant (SERI)	2/26/2026	\$ 1,760,000.00			This grant was applied for and is awaiting a response. Award selection is expected in September-October 2026.
Emergency Preparedness Total - Pending			\$ 1,760,000.00	\$ -		
Awarded	2026 FIFA World Cup Grant Program	3/26/2026	\$ 51,584,327.00	\$ 51,584,327.00	3/24/2026	
Emergency Preparedness Total - Awarded			\$ 51,584,327.00	\$ 51,584,327.00		
Emergency Preparedness Total			\$ 53,344,327.00	\$ 51,584,327.00		

Exhibit: 2026-04-05-AA

This was an informational item and did not require a vote.

Item 6 Executive Director's Report

Mr. Little delivered the Executive Director's Report providing an update on the Strategic Visioning Program.

This was an informational item and did not require a vote.

MISCELLANEOUS:

Item 7 Attendance and Calendar

The Board was provided with a Calendar of meeting and a record of Attendance.

EXECUTIVE SESSION:

President Johnson called the Executive Session to order at 1:27 pm, pursuant to the Open Meetings Act, Section 551.071, to consult with its attorney to seek advice on pending litigation.

Legal advice regarding *County of Denton, Texas v. Victoria Johnson, In Her Official Capacity, et. al.*

President Johnson adjourned the Executive Session at 2:34 pm.

RECONVENE REGULAR SESSION:

President Johnson reconvened the regular session 2:38 pm.

Item 8 Possible Action Resulting from Executive Session on Pending Litigation by County of Denton, Texas v. Victoria Johnson, In Her Official Capacity, et. al.

No action was taken.

President Johnson adjourned the meeting at 2:38 pm.

Approved by:

Checked by:

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

Todd Little, Executive Director
North Central Texas Council of Governments

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS EXECUTIVE BOARD MEETING

Minutes — April 28, 2026 | Special Meeting
Transportation Council Room | 616 Six Flags Drive | Arlington, Texas

The NCTCOG Executive Board meeting was conducted as a videoconference meeting that was live broadcast at <https://nctcog.swagit.com/live>. The presiding officer, President Johnson, was present at the physical location, 616 Six Flags Drive, Arlington, Texas, which was open to the public during all open portions of the meeting.

President Johnson called the regular meeting of the North Central Texas Council of Governments Executive Board to order at 1:30 pm on April 28, 2026. Todd Little took attendance and determined that a quorum was physically present.

Members of the Board Present:

- | | |
|-------------------------|-------------------------|
| 1. Victoria Johnson | 7. Rick Horne (V) |
| 2. Jennifer Justice (V) | 8. Gary Hulse |
| 3. Chris Hill (V) | 9. Clay Jenkins (V) |
| 4. David Bristol (V) | 10. Cara Mendelsohn (V) |
| 5. T.J. Gilmore | 11. Bobbie Mitchell (V) |
| 6. Bowie Hogg | 12. Tim O'Hare |

Members of the Board Absent:

1. Brandon J. Huckabee
2. Christopher Boedeker
3. Carlos Flores
4. Darrell Hale
5. Mitch Little

Members of the Staff Present:

Todd Little, Monte Mercer, Susan Alvarez, Michael Morris, Phedra Redifer, Randy Richardson, Jerri Watson, Ken Kirkpatrick, James Powell, Michael Bort, Tom McLain, Shala Geer-Smith, Caroline Vandergriff

Visitors Present:

None

REGULAR SESSION

PUBLIC COMMENT ON AGENDA ITEMS

President Johnson opened the meeting for public comment and asked if there was anyone present wishing to speak. There being no one, she proceeded with the meeting.

CONSENT AGENDA ITEMS:

Items 1 - 4 were posted on the agenda as Consent Items.

Item 1 Resolution Authorizing Funding for Additional 2026 FIFA World Cup Activities and Related Agreements

Board authorization was requested to utilize previously approved Regional Transportation Council (RTC) Local and Regional Toll Revenue (RTR) funds to support transportation coordination activities related to the 2026 FIFA World Cup. Staff reported that earlier briefings identified a contingency surplus of \$3,630,000 in RTC Local funds for future agreement needs, along with RTR funds designated for Arlington Entertainment District improvements and noted that additional items and pricing have since been confirmed. These include a finalized contract for operations of the Esports Stadium parking lot to serve as the Rideshare Lot—following an RFP issued March 6, 2026, and a Selection Committee recommendation of Parking Systems of America I, LP—along with funding to be added to the agreement with the North Texas FIFA World Cup Organization Committee for equipment, a City of Arlington lease agreement for use of the Esports Stadium parking lot during World Cup events, and an agreement with Pegasus Link Constructors. Attachment 1 details previously approved funds. Following these actions, the remaining contingency surplus will total \$3,390,000 in RTC Local funds.

Attachment 1

	RTC Local Approved	Cost	Available
			\$3,630,00
Concrete Barrier	\$115,000	-\$115,000	-\$115,000
Rideshare Use Agreement	\$125,000	-\$125,000	-\$125,000
			-\$240,000
		Contingency	\$3,390,000

	Regional Toll Revenue Approved	Cost	Available
Bus Hub/Technology Lot Operations	\$2,000,000	\$1,755,000	\$245,000

Proposed Agreements

Updated Agreement with FWC Organizing Committee for pilot test, operations, Fan Festival VIP Passes, and ADA Vehicles (\$1,700,000 RTR from the RTR item above + \$2,00,000 RTC Local Approved March 2026+ \$550,000 RTC Local Approved March 2026)=\$4,250,000
Agreement with Arlington for technology lot (\$60,000 Approved March 2026) and use agreement (\$125,000)
Contract with Parking Systems of America I, LP, for an amount not to exceed \$55,000 RTR funds from the RTR item above
Agreement with the Pegasus Link Constructors for an amount not to exceed \$115,000 RTC Local funds

- Item 2** **Resolution Authorizing Use of Regional Transportation Council Local Funds for Implementation of the Texas Wesleyan University/Collard Street Improvements Study**
 Board authorization was requested for use of up to \$150,000 of Regional Transportation Council (RTC) Local funds to support staff activities and potential conceptual engineering services for the Texas Wesleyan University (TWU)/Collard Street Improvements Study. The study will evaluate safety, streetscape, and multimodal transportation needs along Collard Street near the TWU campus and will include collaboration with TWU students on surveys, walk audits, and corridor branding. Following this initial phase, NCTCOG will procure a consultant to conduct a feasibility analysis and develop conceptual design plans, which will return to the Board for approval. Staff will subsequently prepare a funding plan and cost/revenue matrix for project implementation.
- Item 3** **Resolution Authorizing Contracts to Provide Training Services for Pedestrian and Bicycle Design Guides and Safe Routes to School Planning**
 Board authorization was requested to enter into contracts for consultant-led training sessions funded through the Safe Streets and Roads for All (SS4A) Planning Grant and existing Surface Transportation Block Grant Program funds. Staff reported that NCTCOG issued an RFP on December 12, 2025, to support training on safe routes to school planning and best practices from recently published American Association of State Highway Officials (AASHTO), U.S. Access Board, and the National Association of City Transportation Officials (NACTO) design guides. Eight proposals were received, and following proposal evaluations and interviews, the Selection Committee recommended four training areas and firms: Toole Design Group, LLC for the AASHTO Bicycle Facilities Guide (\$40,000) and Safe Routes to School Planning (\$35,000); Iteris, Inc. for the NACTO Urban Bikeway Design Guide (\$40,000); and Kimley-Horn and Associates, Inc. for Public Right-of-Way Accessibility Guidelines training (\$40,000), for a total not to exceed \$155,000. Local match will be provided by the Regional Transportation Council through Regional Toll Revenue/Regional Transportation Development Credits.
- Item 4** **Resolution Authorizing Agreements with Rebate Recipients of the North Texas Zero Emissions Vehicles Call for Projects**
 Board authorization was requested to enter into agreements with rebate recipients recommended for funding through the North Texas Zero Emissions Vehicles (NTxZEV) Call for Projects (CFP), supported by the \$60 million Clean Heavy-Duty Vehicles (CHDV) Grant awarded to NCTCOG by the Environmental Protection Agency in 2025. Staff noted that \$58.6 million of the award will be distributed as rebates to public and private fleets for eligible heavy-duty vehicle replacements and supporting infrastructure, with the remaining \$1.4 million dedicated to workforce development and training to be finalized by Summer 2026. The NTxZEV CFP opened on October 24, 2025, and following the first competitive deadline on February 13, 2026, staff recommended funding two applications totaling 20 vocational vehicle replacements—17 for United Parcel Service Inc. and 3 for the City of Dallas—at a maximum federal share of 65 percent. Recommended awards total \$3,166,405 in federal funds with an estimated \$1,753,611 in local contributions, issued as one-time rebates under EPA program rules. The Regional Transportation Council approved these recommendations on April 9, 2026, and staff requested Executive Board authorization, to execute agreements with the selected rebate recipients. Additional application rounds are ongoing, with more recommendations forthcoming.

Upon a Motion by Councilmember Hogg (seconded by Mayor Hulsey), to approve Consent Agenda Items 1 - 4, and unanimous vote of all members present, the Board approved the Consent Agenda Items as posted.

EXECUTIVE SESSION:

President Johnson called the Executive Session to order at 1:37 pm, pursuant to the Open Meetings Act, Section 551.071, to consult with its attorney to seek advice on pending litigation.

Legal advice regarding *County of Denton, Texas v. Victoria Johnson, In Her Official Capacity, et. al.*

President Johnson adjourned the Executive Session at 1:58 pm.

RECONVENE REGULAR SESSION:

President Johnson reconvened the regular session 1:59 pm.

Item 5 Possible Action Resulting from Executive Session on Pending Litigation by County of Denton, Texas v. Victoria Johnson, In Her Official Capacity, et. al.

No action was taken.

President Johnson adjourned the meeting at 2:00 pm.

Approved by:

Checked by:

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

Todd Little, Executive Director
North Central Texas Council of Governments

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS EXECUTIVE BOARD MEETING

Minutes — May 13, 2026 | Special Meeting
Transportation Council Room | 616 Six Flags Drive | Arlington, Texas

The NCTCOG Executive Board meeting was conducted as a videoconference meeting that was live broadcast at <https://nctcog.swagit.com/live>. The presiding officer, President Johnson, was present at the physical location, 616 Six Flags Drive, Arlington, Texas, which was open to the public during all open portions of the meeting.

President Johnson called the regular meeting of the North Central Texas Council of Governments Executive Board to order at 2:01 pm on May 13, 2026. Todd Little took attendance and determined that a quorum was present.

Members of the Board Present:

- | | |
|-----------------------------|-------------------------|
| 1. Victoria Johnson | 9. Rick Horne (V) |
| 2. Jennifer Justice (V) | 10. Gary Hulseley |
| 3. Chris Hill (V) | 11. Clay Jenkins |
| 4. Christopher Boedeker (V) | 12. Cara Mendelsohn (V) |
| 5. David Bristol (V) | 13. Bobbie Mitchell (V) |
| 6. Carlos Flores (V) | 14. Tim O’Hare |
| 7. T.J. Gilmore (V) | |
| 8. Bowie Hogg | |

Members of the Board Absent:

1. Brandon J. Huckabee
2. Mitch Little

Members of the Staff Present:

Todd Little, Monte Mercer, Susan Alvarez, Michael Morris, Phedra Redifer, Randy Richardson, Jerri Watson, Ken Kirkpatrick, James Powell, Michael Bort, Tom McLain, Shala Geer-Smith, Caroline Vandergriff

Visitors Present:

Glen Whitley, Former Tarrant County Judge

REGULAR SESSION

PUBLIC COMMENT ON AGENDA ITEMS

President Johnson opened the meeting for public comment and asked if there was anyone present wishing to speak. Former Judge, Glen Whitley, spoke regarding items on the agenda.

INFORMATION ITEM:

Item 1 Status Report on Metropolitan Planning Agreement

Ken Kirkpatrick, General Counsel, provided a status report on the Metropolitan Planning Agreement and explained the materials included in the packet as Item #1. He noted that the agreement was distributed at the RTC meeting on April 30, 2026, using the blue-sheet format, and that the copy provided to the Board reflects the version received at that time. He further reported that no electronic version has been provided by TxDOT, nor has Mr. Little received an electronic copy.

This was an informational item and did not require a vote.

EXECUTIVE SESSION:

President Johnson called the Executive Session to order at 2:11 pm, pursuant to the Open Meetings Act, Section 551.071, to consult with its attorney to seek advice on pending litigation:

- *County of Denton, Texas v. Victoria Johnson, In Her Official Capacity, et. al.*
- Metropolitan Planning Agreement

President Johnson adjourned the Executive Session at 4:12 pm.

RECONVENE REGULAR SESSION:

President Johnson reconvened the regular session 4:14 pm.

Item 2 Possible Action Resulting from Executive Session

Judge Jenkins (seconded by Commissioner Mitichell) made a motion to authorize and instruct President Johnson to execute the draft Metropolitan Planning Agreement as the Fiscal Agent. The motion failed to pass by a vote of 3 in favor and 10 opposed.

Judge O’Hare (seconded by Judge Hill) made a motion to authorize Kelly, Hart, and Hallman to represent NCTCOG as external counsel in the matter of Denton County and the Regional Transportation Council v. Victoria Johnson, et., al. The motion passed by a vote of 12 in favor and none opposed. Commissioner Mitchell abstained.

Judge O’Hare (seconded by Councilmember Hogg) made a motion to authorize NCTCOG’s external counsel to pursue appellate remedies in the matter of Denton County and the Regional Transportation Council v. Victoria Johnson, et., al. The motion passed with a vote of 10 in favor and one opposed. Commissioner Mitchell and Judge Jenkins abstained.

Judge Boedecker requested that the Metropolitan Planning Agreement be on the next regularly scheduled Executive Board meeting for potential action.

President Johnson adjourned the meeting at 4:35 pm.

Approved by:

Checked by:

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

Todd Little, Executive Director
North Central Texas Council of Governments



North Central Texas Council of Governments

Item 2

Exhibit: 2026-05-02-EDO

Meeting Date: May 28, 2026

Submitted By: Todd Little
Executive Director

Item Title: Resolution Appointing Executive Board Member for the Collin County Vacant Seat

The purpose of this item is to consider the re-appointment of Collin County Commissioner Darrell Hale to fill the vacancy for the Collin County Executive Board seat. Attached is a Collin County Commissioners Court Order passed on May 4, 2026 (Attachment 1). Subsequent to this action, Commissioner Hale stated in various forums that he was no longer on the Executive Board and NCTCOG acknowledged such as a resignation, thus creating a vacancy for the Collin County seat. Collin County Commissioners court took action on May 18, 2026 (Attachment 2), on the appointment of Commissioner Hale to serve on the NCTCOG Executive Board. Commissioner Hale was initially appointed to the Board in September 2025.

The Bylaws of the North Central Texas Council of Governments (NCTCOG) specify that the Executive Board shall be composed of 18 members. Should a vacancy occur in the Officers or Directors of the Executive Board, a successor shall be appointed by the remaining members of the Board to fill the unexpired term.

With the vacancy created by Commissioner Hale's effective resignation, Collin County Commissioners Court is recommending the Executive Board re-appoint Commissioner Hale to the Executive Board for the remainder of the term ending at the conclusion of the 2026 NCTCOG General Assembly.

A draft resolution re-appointing Collin Commissioner Darrell Hale to fill the remaining term of the Collin County seat is attached for Executive Board consideration. I will be available to answer any questions the Board may have on this item.

Attachments

RESOLUTION APPOINTING EXECUTIVE BOARD MEMBER FOR THE COLLIN COUNTY VACANT SEAT

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, Section V, Paragraph H and I of the NCTCOG Bylaws specify that the Executive Board shall be composed of 18 members and that no entity shall have more than one representative on the Board at any one time, with the exception that the Past President shall serve in a designated position on the Board and shall not be deemed to be a representative of any specific entity; and,

WHEREAS, Section V, Paragraph M of the NCTCOG Bylaws specify that should a vacancy occur in the Officers or Directors of the Executive Board, a successor shall be appointed by the remaining members of the Board to fill the unexpired term; and,

WHEREAS, the Collin County Commissioners court passed a court order on May 4, 2026. Subsequent to this action, Commissioner Hale stated in various forums that he was no longer on the Executive Board and NCTCOG acknowledged such as a resignation, thus creating a vacancy for the Collin County seat.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Collin County Commissioner Darrell Hale be and is hereby re-appointed to fill the remaining term of the Collin County position on the Executive Board, with the term of the appointment ending at the conclusion of 2026 NCTCOG General Assembly.

Section 2. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County

State of Texas	§	Court Order
Collin County	§	2026-506-05-04
Commissioners Court	§	Page 1 of 2

An order of the Collin County Commissioners Court approving board and committee appointments.

The Collin County Commissioners Court hereby approves the following appointments, which shall be effective immediately upon adoption and shall remain effective until subsequent action by the Court.

- Collin County Bail Bond BoardLisa Bronchetti
- Collin County Investment Committee..... Susan Fletcher, Duncan Webb
- Collin County Purchasing Board.....Chris Hill, Duncan Webb
- Conference of Urban Counties, Policy CommitteeSusan Fletcher
- Conference of Urban Counties, Public Power Pool Representative.....Susan Fletcher
- Dallas Regional Mobility CoalitionDarrell Hale
- Emergency Preparedness Planning Council (EPPC)Darrell Hale
- NCT9-1-1 Board of ManagersDarrell Hale
- North Central Texas Council of Governments Executive Board.....Chris Hill
- North Texas Commission.....Chris Hill
- Northeast Texas Rural Rail Transportation District (NETEX)..... Cheryl Williams, Michael Slaughter
- Regional Transportation Council, PrimaryDarrell Hale
- Regional Transportation Council, Alternate.....Susan Fletcher
- Allen Tax Increment Reinvestment Zone (TIRZ) No. 1 (Montgomery Farm)Duncan Webb
- Anna Tax Increment Reinvestment Zone (TIRZ) No. 6 (Downtown).....Darrell Hale
- Celina Tax Increment Reinvestment Zone (TIRZ) No. 11 (Downtown)Susan Fletcher
- Fairview Tax Increment Reinvestment Zone (TIRZ) No. 1 (US 75 Corridor)Darrell Hale
- Farmersville Tax Increment Reinvestment Zone (TIRZ) No. 1 (380 Corridor)..... Darrell Hale, Michael Slaughter
- McKinney Tax Increment Reinvestment Zone (TIRZ) No. 1 (Town Center).....Darrell Hale
- McKinney Tax Increment Reinvestment Zone (TIRZ) No. 2 (Airport).....Darrell Hale
- Melissa Tax Increment Reinvestment Zone (TIRZ) No. 1 (Downtown).....Darrell Hale
- Plano Tax Increment Reinvestment Zone (TIRZ) No. 2 (East Plano – Downtown)Cheryl Williams
- Plano Tax Increment Reinvestment Zone (TIRZ) No. 4 (Collin Creek Mall)Duncan Webb
- Prosper Tax Increment Reinvestment Zone (TIRZ) No. 1 (Blue Star)Susan Fletcher
- Prosper Tax Increment Reinvestment Zone (TIRZ) No. 2 (Prosper West)Susan Fletcher
- Richardson Tax Increment Reinvestment Zone (TIRZ) No. 2 (State Farm).....Cheryl Williams
- Richardson Tax Increment Reinvestment Zone (TIRZ) No. 3 (DART).....Cheryl Williams
- Sachse Tax Increment Reinvestment Zone (TIRZ) No. 3 (SH 78 Corridor).....Cheryl Williams

State of Texas	§	Court Order
Collin County	§	2026-506-05-04
Commissioners Court	§	Page 2 of 2

An order of the Collin County Commissioners Court approving board and committee appointments.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, May 4, 2026.



Chris Hill, County Judge



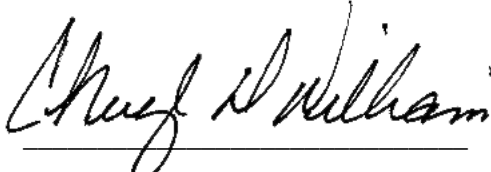
Darrell Hale, Commissioner, Pct 3



Susan Fletcher, Commissioner, Pct 1

Not Present

Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



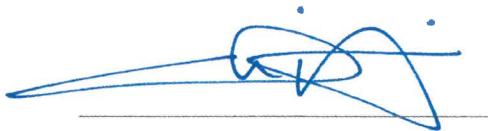
ATTEST: Stacey Kemp, County Clerk

State of Texas	§	Court Order
Collin County	§	2026-588-05-18
Commissioners Court	§	

An order of the Collin County Commissioners Court approving a board appointment.

The Collin County Commissioners Court hereby appoints Commissioner Darrell Hale to serve on the North Central Texas Council of Governments Executive Board.

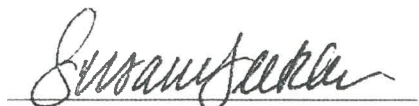
A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, May 18, 2026.



Chris Hill, County Judge



Darrell Hale, Commissioner, Pct 3



Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk



North Central Texas Council of Governments

Item 3

Exhibit: 2026-05-03-AA

Meeting Date: May 28, 2026

Submitted By: Randy Richardson
Director of Administration

Item Title: Resolution Authorizing a Contract for External Legal Counsel for Commercial Real Estate Services

This is a request to award a contract with Carrington, Coleman, Sloman & Blumenthal, L.L.P. for External Legal Counsel for Commercial Real Estate Services for the North Central Texas Council of Governments (NCTCOG).

The purpose of this contract is to retain the services of a firm to assist in the following areas:

- Legal Representation for Leasing, Acquisition, Disposition, and Development
- Due Diligence, Title, Survey, and Land-Use Review
- Support for Facility Planning and Strategic Space Needs
- Contracting, Procurement, and Compliance Guidance
- Ongoing Advisory Services, Negotiation Support, and Representation

NCTCOG prepared and issued a Request for Proposals (RFP) 2026-053 for External Legal Counsel for Commercial Real Estate Services with the proposals due on April 20, 2026. Two (2) proposals were received, publicly opened, and deemed responsive. The proposals were evaluated by a committee comprised of NCTCOG staff members based on firm experience, fee structure, and references. Following evaluation, the Evaluation Committee is recommending a contract be awarded to Carrington, Coleman, Sloman & Blumenthal, L.L.P.

A draft resolution authorizing a contract with Carrington, Coleman, Sloman & Blumenthal, L.L.P. for External Legal Counsel for Commercial Real Estate Services for a maximum five (5) year term and in an amount not to exceed \$200,000 is attached for executive board consideration.

I will be available at the Executive Board meeting should you have any questions.

RR

**RESOLUTION AUTHORIZING A CONTRACT FOR EXTERNAL LEGAL COUNSEL FOR
COMMERCIAL REAL ESTATE SERVICES**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, a Request for Proposals (RFP) 2026-053 for External Legal Counsel for Commercial Real Estate Services was advertised and proposals received on April 20, 2026; and,

WHEREAS, proposals were evaluated by a committee comprised of NCTCOG staff; and,

WHEREAS, following evaluation, it is recommended that a contract be awarded to Carrington, Coleman, Sloman & Blumenthal, L.L.P. as the most qualified firm to perform these services; and,

WHEREAS, NCTCOG has complied with federal and State regulations regarding contract and procurement proceedings for this procurement 2026-053.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. A contract between NCTCOG and Carrington, Coleman, Sloman & Blumenthal, L.L.P. for External Legal Counsel for Commercial Real Estate Services, for a maximum five (5) year term and in an amount not to exceed \$200,000, be and is hereby approved.

Section 2. The Executive Director or his designee is authorized to execute necessary agreements to carry out the initiatives described herein, in the name of the North Central Texas Council of Governments.

Section 3. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this Resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County



North Central Texas Council of Governments

Item 4

Exhibit: 2026-05-04-AA

Meeting Date: May 28, 2026

Submitted By: Randy Richardson
Director of Administration

Item Title: Resolution Authorizing TXShare Contract Extensions for Temporary Staffing Services

This is a request to extend the term of contract #2021-005 for Temporary Staffing Services through the North Central Texas Council of Governments TXShare cooperative purchasing program. The original contracts are currently set to expire June 25, 2026.

NCTCOG prepared and issued a Request for Proposals (RFP) 2026-036 for Temporary Staffing Services with proposals due on March 18, 2026, to replace the previous awards from 2021. More than 100 proposals were received and publicly opened. The evaluation committee - comprised of representatives from the City of Carrollton and NCTCOG staff - is currently evaluating the proposals that were received from which new contracts will be awarded. Due to the additional time needed by the evaluation committee to adequately review the proposals, new contracts are not expected to be ready for Executive Board consideration until late Summer 2026. The evaluation committee is recommending that contracts be extended with the following existing vendors as originally awarded to ensure that TXShare can continue to offer Temporary Staffing Services contracts to its members and participating entities through the remainder of the evaluation time frame:

- 22nd Century Technologies, Inc.
- Ad-A-Staff, Inc.
- AppleOne, Inc. dba AppleOne Employment Services
- Buzzclan, LLC
- Cambay Consulting, LLC
- Cogent Infotech Corporation
- Motion Recruitment Partners LLC
- Recruiting Source International, L.L.C.

A draft resolution authorizing contract extensions with the above-named vendors for Temporary Staffing Services for three (3) additional months is attached for Executive Board consideration. If approved, these contracts will continue to be available through the TXShare cooperative purchasing program to agencies throughout the United States for services in the geographic regions served by the originally awarded vendors.

I will be available at the Executive Board meeting should you have any questions.

RR

RESOLUTION AUTHORIZING TXSHARE CONTRACT EXTENSIONS FOR TEMPORARY STAFFING SERVICES

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, the NCTCOG Executive Board authorized agreements with 22nd Century Technologies, Inc., Ad-A-Staff, Inc., AppleOne, Inc. dba AppleOne Employment Services, BuzzClan, LLC, Cambay Consulting, LLC, Cogent Infotech Corporation, Motion Recruitment Partners LLC, and Recruiting Source International, L.L.C., on June 24, 2021, for Temporary Staffing Services for terms expiring June 25, 2026; and,

WHEREAS, a Request for Proposals (RFP) 2026-036 for Temporary Staffing Services was advertised and proposals received on March 18, 2026, to replace these expiring contracts; and,

WHEREAS, a contract extension of three (3) additional months is necessary for continued utilization of the contracts while staff finalizes new contract awards for RFP 2026-036; and,

WHEREAS, these contracts are intended to be utilized by NCTCOG member governments and other participating entities as part of NCTCOG's TXShare Cooperative Purchasing Program; and,

WHEREAS, NCTCOG has complied with federal and State regulations regarding contract and procurement proceedings for this procurement #2021-005.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Contract extensions between NCTCOG and 22nd Century Technologies, Inc., Ad-A-Staff, Inc., AppleOne, Inc. dba AppleOne Employment Services, BuzzClan, LLC, Cambay Consulting, LLC, Cogent Infotech Corporation, Motion Recruitment Partners LLC, and Recruiting Source International, L.L.C. for Temporary Staffing Services as originally awarded, for maximum three (3) month terms, be and are hereby approved.

Section 2. The Executive Director or his designee is authorized to execute necessary Agreements to carry out the initiatives described herein, in the name of the North Central Texas Council of Governments.

Section 3. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this Resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County



North Central Texas Council of Governments

Item 5

Exhibit: 2026-05-05-AA

Meeting Date: May 28, 2026

Submitted By: Randy Richardson
Director of Administration

Item Title: Resolution Authorizing an Interlocal Agreement with Alliance for Innovation for Cooperative Purchasing Reciprocity

The North Central Texas Council of Government's (NCTCOG) cooperative purchasing program, known as TXShare, sponsors a regional purchasing program and facilitates the procurement process for its members, with the goal of increasing efficiencies in vendor management and reducing administrative burdens in public purchasing. NCTCOG has the opportunity to expand this program in partnership with Alliance for Innovation (AFI), leveraging additional contracts and increased visibility with the goal of obtaining greater price savings for its members.

AFI is a non-profit association comprised of local governments. It serves as an innovation hub that equips member entities to anticipate, adapt, and build better communities. As a part of these efforts, the organization offers access to approximately one hundred (100) cooperative contracts for the benefit of its members. If approved, this agreement would establish a reciprocal framework by allowing members of each organization to access cooperative contracts from the other organization. TXShare cooperative contracts would be available to members of AFI, and cooperative contracts from AFI would be available to members of TXShare. Under the proposed agreement, neither party would collect fees from the other, and both entities and their members would benefit from increased contract offerings and program visibility.

A draft resolution authorizing an agreement with AFI is attached for Executive Board consideration.

I will be available at the Executive Board meeting should you have any questions.

RR

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH ALLIANCE FOR INNOVATION FOR COOPERATIVE PURCHASING RECIPROCITY

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, NCTCOG administers a cooperative purchasing program, known as TXShare, for the benefit of its member governments and other participating public entities; and,

WHEREAS, Alliance for Innovation (AFI) is a non-profit association established to strengthen the capacity of local government organizations to innovate and navigate change; and,

WHEREAS, NCTCOG and AFI have discussed the opportunity to grow and expand their offerings for the benefit of their members through an interlocal agreement; and,

WHEREAS, NCTCOG staff recommend entering into an interlocal agreement with AFI to allow the members and eligible participants of each entity to access and purchase from contracts competitively procured and administered by the other, with the goal of expanding purchasing options, achieving cost savings, and promoting administrative efficiency; and,

WHEREAS, Texas Government Code 791 provides authority for NCTCOG and local government entities, including local governments of other States, to enter into agreements for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. An interlocal agreement between NCTCOG and Alliance for Innovation for cooperative purchasing activities, for an initial one (1) year term with the option to renew annually, be and is hereby approved.

Section 2. The Executive Director or his designee is authorized to execute necessary agreements to carry out the initiatives described herein, in the name of the North Central Texas Council of Governments.

Section 3. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this Resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County



North Central Texas Council of Governments

Item 6

Exhibit: 2026-05-06-AA

Meeting Date: May 28, 2026

Submitted By: Randy Richardson
Director of Administration

Item Title: Resolution Authorizing TXShare Contracts for Learning Management Systems (LMS)

This is a request to award contract(s) for centralized, standards-based Learning Management Systems (LMS) to support standardized training delivery, certification tracking, and continuing education for Emergency Communications Centers (ECCs) and public sector organizations through the North Central Texas Council of Governments TXShare cooperative purchasing program.

The purpose of the contract(s) is to retain the services of one or more firms that offer the Service Category below:

- Service Category 1: Learning Management System (LMS)

NCTCOG, in coordination with the North Central Texas Emergency Communications District (NCT9-1-1), prepared and issued a Request for Proposals (RFP) 2026-051 for Learning Management Systems (LMS) with the proposals due on April 21, 2026. Nine (9) proposals were received, publicly opened, and deemed responsive. The proposals were evaluated by a committee comprised of representatives from NCT9-1-1. Following evaluation, the Evaluation Committee is recommending contracts be awarded to:

- Absorb Software North America, LLC
- Compunnel Software Group, Inc.
- mElimu LLC dba MapleLMS

A draft resolution authorizing contracts with the aforementioned vendors and the service category listed herein for Learning Management Systems (LMS) for maximum ten (10) year terms is attached for Executive Board consideration. If approved, these contracts will be available through the TXShare cooperative purchasing program to agencies throughout the United States for services in the geographic regions served by the awarded vendors.

I will be available at the Executive Board meeting should you have any questions.

RR

RESOLUTION AUTHORIZING TXSHARE CONTRACTS FOR LEARNING MANAGEMENT SYSTEMS (LMS)

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, a Request for Proposals (RFP) 2026-051 for Learning Management Systems (LMS) was advertised and proposals received on April 21, 2026; and,

WHEREAS, proposals were evaluated by a committee comprised of members from the North Central Texas Emergency Communications District (NCT9-1-1); and,

WHEREAS, following evaluation, it is recommended that contracts be awarded to Absorb Software North America, LLC, Compunnel Software Group, Inc., and mElimu LLC dba MapleLMS; and,

WHEREAS, these contracts are intended to be utilized by NCTCOG member governments and other participating entities as part of NCTCOG's TXShare Cooperative Purchasing Program; and,

WHEREAS, NCTCOG has complied with federal and State regulations regarding contract and procurement proceedings for this procurement 2026-051.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Contracts between NCTCOG and Absorb Software North America, LLC, Compunnel Software Group, Inc., and mElimu LLC dba MapleLMS for Learning Management Systems (LMS), for maximum ten (10) year terms, be and are hereby approved.

Section 2. The Executive Director or his designee is authorized to execute necessary agreements to carry out this program, including agreements with member governments and other entities wishing to participate in NCTCOG's TXShare Cooperative Purchasing Program, in the name of the North Central Texas Council of Governments.

Section 3. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this Resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County



North Central Texas Council of Governments

Item 7

Exhibit: 2026-05-07-EP

Meeting Date: May 28, 2026

Submitted By: Maribel Martinez
Director of Emergency Preparedness

Item Title: Resolution Authorizing a Contract for FIFA World Cup After Action Reports

The North Central Texas Council of Governments (NCTCOG) has identified Tetra Tech, Inc. as uniquely qualified to complete regional After-Action Reports of the FIFA World Cup 2026™ public safety operations.

The purpose of the contract with Tetra Tech, Inc. is to retain the services of a vendor to provide evaluation services to review and complete After Action Reports of regional response efforts (including but not limited to security measures, crowd control, communications, emergency response, Emergency Operations Centers, Intelligence and Information Centers) for FIFA sponsored events during FIFA gameday operations.

NCTCOG posted a Request for Proposals (RFP) #2026-057 for FIFA World Cup 2026™ After Action Reports on March 30, 2026, with proposals due on April 30, 2026. Twelve (12) responsive proposals were received and publicly opened. The proposals were evaluated by a committee comprised of members from NCTCOG and the City of Dallas. Following evaluation, the Evaluation Committee is recommending a contract award to Tetra Tech, Inc.

Funding for this contract was approved by the Executive Board on February 27, 2025, as part of the 2025 State Homeland Security Program (SHSP) grant through the Department of Homeland Security (DHS). The contract will be executed when 2025 SHSP Funds become available.

A draft resolution authorizing a contract with Tetra Tech, Inc. for FIFA World Cup 2026™ After Action Reports, in an amount not to exceed \$262,500, is attached for Executive Board consideration.

Staff will be available at the Executive Board meeting should you have any questions.

MM: jc

RESOLUTION AUTHORIZING A CONTRACT FOR FIFA WORLD CUP AFTER ACTION REPORTS

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, a Request for Proposals (RFP) #2026-057 for FIFA World Cup 2026™ After Action Reports was advertised and proposals received on April 30, 2026; and,

WHEREAS, proposals were evaluated by a committee comprised of NCTCOG staff and member agencies; and,

WHEREAS, following evaluation, it is recommended that a contract be awarded to Tetra Tech, Inc.; and,

WHEREAS, NCTCOG has complied with federal and State regulations regarding contract and procurement proceedings for this procurement #2026-057.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. A contract between NCTCOG and Tetra Tech, Inc. for FIFA World Cup 2026™ After Action Reports, in an amount not to exceed \$262,500 and subject to receipt of SHSP grant funds, be and is hereby approved.

Section 2. The Executive Director or his designee is authorized to execute necessary agreements to carry out the initiatives described herein, in the name of the North Central Texas Council of Governments.

Section 3. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that the Executive Board of the North Central Texas Council of Governments adopted this resolution on May 28, 2026.

Brandon Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County



North Central Texas Council of Governments

Item 8

Exhibit: 2026-05-08-ED

Meeting Date: May 28, 2026

Submitted By: Susan Alvarez, P.E., CFM
Director, Environment and Development

Item Title: Resolution Authorizing a Personal Services Agreement for Transportation and Stormwater Infrastructure (TSI) Project

This resolution authorizes a personal services agreement for hydrologic and hydraulic oversight and various technical consulting services in support of the Transportation and Stormwater Infrastructure Project in the upper Trinity Basin, a joint project of the NCTCOG's Environment and Development and Transportation departments.

On May 26, 2022, the Executive Board authorized consultant awards to support the regional integrated Transportation and Stormwater Infrastructure project for the West area of the upper Trinity River Basin. This portion of the project is being funded jointly with Texas Water Development Board Flood Infrastructure Funds (FIF) and federal Surface Transportation Block Grant funds awarded by the Regional Transportation Council for a total project cost of \$6 million.

On August 22, 2024, the Executive Board authorized project awards to support expansion of the regional integrated Transportation and Stormwater Infrastructure (TSI) project for the northern portion of the upper Trinity River Basin. This project expansion is being funded by the Texas General Land Office for a project cost of \$3,973,930. NCTCOG has executed the necessary funding agreements for the federal funds to support this project expansion

NCTCOG also maintains an ongoing cooperating technical partnership agreement with the Fort Worth District of the United States Army Corps of Engineers, that includes technical assistance for both the North and West portions of the project. Services under this agreement include development of project standard operating protocols for hydrologic and hydraulic 1-dimension and two- dimensional modelling, oversight of modelling efforts by contracted subconsultants, development of flood early warning system protocols, community outreach and engagement, and providing appropriate project summary reporting.

With changes in federal government support for the US Army Corps of Engineers relative to ongoing water resources efforts, several key members of the US Army Corps of Engineers technical water resources team for the TSI Project are no longer under Federal employment. In order to retain continuity of technical expertise in the project, in September of 2025, the NCTCOG entered into a personal services agreement (in the amount of \$87,000) with Mr. Matt Lepinski, to continue the work he initiated with the USACE, and to help NCTCOG staff with project implementation, during a period covering several internal NCTCOG staff team vacancies.

At this time, with additional work effort identified to complete this project, staff is requesting authorization to extend this agreement until April 30, 2027, and to add additional funding of \$85,000, for a total contracted amount of \$172,000. Staff has identified deferred local revenue that may be used to support this amendment to the personal services agreement.

A draft resolution authorizing a personal services agreement with Mr. Matt Lepinski in an amount not to exceed \$172,000 is attached for Executive Board consideration. I will be available to answer any questions regarding this resolution.

RESOLUTION AUTHORIZING A PERSONAL SERVICES AGREEMENT FOR TRANSPORTATION AND STORMWATER INFRASTRUCTURE (TSI) PROJECT

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, NCTCOG has been active for the last 50 years in promoting sound floodplain and watershed management; and,

WHEREAS, on November 19, 2020, the Executive Board authorized the execution of an agreement with the Texas Department of Transportation and receipt of Surface Transportation Block Grant funds as allocated by the Regional Transportation Council to support the Integrated Transportation and Stormwater Management Project; and,

WHEREAS, on April 22, 2021, the Executive Board endorsed submittal of the grant application and receipt of approximately \$3,000,000 from the TWDB with \$3,000,000 in matching funds provided by the Regional Transportation Council; and,

WHEREAS, on May 20, 2021, the Texas Water Development Board approved a commitment to provide financial assistance in the form of a grant in the amount of \$3,000,000 to NCTCOG to finance a Category 1 FIF flood project upon execution of a grant agreement and the TWDB provided formal notification of such grant award on August 31, 2021; and,

WHEREAS, on August 22, 2024, the Executive Board authorized acceptance of \$3,973,930 in project grant funding from the Texas General Land Office, and authorized subsequent project awards to support expansion of the regional integrated Transportation and Stormwater Infrastructure (TSI) project for the northern portion of the upper Trinity River Basin; and,

WHEREAS, on May 1, 2025, NCTCOG executed a personal services agreement with Mr. Matt Lepinski, a key project staff member who has not been directly in employment with the NCTCOG, to provide ongoing specialized technical project support for the TSI project; and,

WHEREAS, NCTCOG has complied with federal and state regulations regarding contract and procurement proceedings.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1.** A personal services agreement between NCTCOG and Mr. Matt Lepinski, for various hydrologic and hydraulic and other consulting services supporting the integrated Transportation and Stormwater Infrastructure (TSI) project, in an amount not to exceed \$172,000, be and is hereby approved.
- Section 2.** The Executive Director or his designee is authorized to execute necessary agreements to carry out the initiatives described herein, in the name of the North Central Texas Council of Governments.
- Section 3.** This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon J. Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County



North Central Texas Council of Governments

Item 9

Exhibit: 2026-05-09-ED

Meeting Date: May 28, 2026

Submitted By: Susan Alvarez, P.E., CFM
Director, Environment and Development

Item Title: Resolution Endorsing the 2026 National Electric Code and Regional Code

The North Central Texas Council of Governments (NCTCOG) has actively promoted the standardization of model construction codes since 1967 when the Regional Codes Strategy Committee first documented the wide disparity in codes used by cities in the region. NCTCOG has continued to serve as a facilitator in the recommendation of model codes, code standards, and regional amendments to the model codes that can be considered for adoption by our local governments.

Composed of public and private sector code professionals, the Regional Codes Coordinating Committee (RCCC) and its five advisory boards collaboratively work to standardize the model codes used throughout North Central Texas, and encourage adoption of the latest codes and NCTCOG regional amendments to reduce the variability of local construction codes in North Texas.

By encouraging cities to adopt standardized codes and regional amendments, NCTCOG has helped North Central Texas municipalities reduce the cost of training codes personnel. These efforts have also made it easier for contractors, builders, and developers to work from city to city throughout the region, thereby reducing overall construction costs.

The RCCC's Electrical Advisory Board conducted several open meetings to review and develop regional amendments to the 2026 Edition of the National Electrical Code and provided its recommendations to the RCCC for consideration. The RCCC reviewed and approved the regional amendments to the 2026 National Electrical Code on April 28, 2026, and is now seeking NCTCOG Executive Board action and endorsement of the recommended regional amendments. The draft amendment package can be viewed at <https://www.nctcog.org/envir/regional-building-codes/amendments>. The RCCC is also seeking Executive Board's recommendation that all cities in the North Central Texas region consider adopting the 2026 National Code and corresponding regional amendments. I am available to answer any questions.

RESOLUTION ENDORSING THE 2026 NATIONAL ELECTRIC CODE AND REGIONAL CODE

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning organization for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, NCTCOG has been active in promoting construction code uniformity in the region for over six decades; and,

WHEREAS, code uniformity has been documented a decrease confusion and delays for builders, developers, and architects; a decrease in costs to municipalities in the development of codes; and, ultimately, a decrease in construction and insurance costs to consumers; and,

WHEREAS, the 2026 National Codes are the most current nationally recognized industry standard for buildings and construction; and,

WHEREAS, the Regional Codes Coordinating Committee (RCCC), through its respective code advisory boards, has reviewed the 2026 National Electric Code and developed recommended regional amendments; and,

WHEREAS, the RCCC has reviewed and approved the recommended regional amendments and is seeking Executive Board endorsement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The NCTCOG Executive Board supports the current activities in promoting building code uniformity in the North Central Texas region.

Section 2. The Executive Board endorses the Regional Codes Coordinating Committee recommended regional amendments to 2026 National Electrical Code and recommends consideration of adoption of these code amendments by all cities and counties in the North Central Texas region.

Section 3. The code amendments will be transmitted to all local governments within the 16-county region upon endorsement of this resolution.

Section 4. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon J. Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County



North Central Texas Council of Governments

Item 10

Exhibit: 2026-05-10-TR

Meeting Date: May 28, 2026

Submitted By: Michael Morris, P.E.
Director of Transportation

Item Title: Resolution Authorizing Agreements for the Receipt of Funds for Planning and Implementation Programs from the Texas Department of Transportation

The Executive Board periodically approves receipt of funding for continuation and enhancement of ongoing transportation and air quality initiatives and for new projects implemented and managed by the North Central Texas Council of Governments (NCTCOG) at the request of the Regional Transportation Council (RTC). The resolution approving receipt of revenue and execution of necessary agreements is included in agreements with the Texas Department of Transportation (TxDOT). This item allows planning and implementation programs in the region to be administered and managed by NCTCOG that focus on efforts such as congestion reduction, multi-modal transportation opportunities, and air quality.

The RTC approved the programming of funds for these projects at various times, and the latest approval dates are included in the attached table. In preparation for the development and execution of additional FY2027 agreements, staff will request Executive Board authorization to receive funding in its role as RTC's fiscal agent. This includes Surface Transportation Block Grant Program (STBG), Congestion Mitigation and Air Quality Improvement Program (CMAQ), and Regional Toll Revenue (RTR) funds, matched with RTC Transportation Development Credits (TDCs) utilized in lieu of local cash match in the amount of approximately \$21,480,000 (\$17,210,000 STBG + \$3,500,000 CMAQ + \$770,000 RTR + 4,142,000 in RTC Transportation Development Credits in lieu of cash match). Attachment 1 contains a table detailing individual funding agreements. NCTCOG will coordinate with TxDOT to enter into agreements to receive these funds. A substantial portion of funding will be administered as pass-through funding to subrecipients and consultants.

A draft resolution authorizing the receipt of funds for planning and implementation programs is attached for Executive Board consideration. I will be available to answer any questions the Board may have on this item.

AL:tmb
Attachments

RESOLUTION AUTHORIZING AGREEMENTS FOR THE RECEIPT OF FUNDS FOR PLANNING AND IMPLEMENTATION PROGRAMS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, NCTCOG has been designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area by the Governor of the State of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC) serves as the MPO Policy Committee, comprised primarily of local elected officials, and is the regional transportation policy body associated with NCTCOG, and has been and continues to be the regional forum for cooperative decisions on transportation; and,

WHEREAS, in October 2025, December 2025, January 2026 and March 2026 the RTC authorized the programming of Surface Transportation Block Grant Program, Congestion Mitigation and Air Quality Improvement Program, and Regional Toll Revenue funds and associated match for planning and implementation programs to be administered and managed by NCTCOG.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. NCTCOG is authorized to receive Surface Transportation Block Grant Program, Congestion Mitigation and Air Quality Improvement Program, and Regional Toll Revenue funds and associated match in the amount of approximately \$21,480,000, as reflected in Attachment 1.

Section 2. These funds shall be incorporated into the appropriate fiscal year budgets and Unified Planning Work Program.

Section 3. The Executive Board accepts the fiduciary responsibility to administer the planning and implementation programs carried out with these funds.

Section 4. The Executive Director or his designee is authorized to enter into agreements with the Texas Department of Transportation for each project specified in Attachment 1.

Section 5. NCTCOG is authorized to expend funds for the projects and in the amounts specified in Attachment 1. NCTCOG is responsible for 100 percent of project costs in excess of the authorized federal and regional funding amount for the individual projects in Attachment 1.

Section 6. The Executive Director or his designee is authorized to enter into agreements with other partners to carry out these programs.

Section 7. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County

ATTACHMENT 1

Program Title (Non-Construction Projects)	RTC Approval Date	Funding Source	Total Funding Amount (TDCs not included in total)	Federal/Regional	Match Amount		Fiscal Year(s)*	Program Status	
					State	TDC^			
Automated Transportation System Initiative	1/8/2026	STBG	\$ 250,000	\$ 250,000	\$0	50,000	2027	Ongoing	
DFW Automated Vehicle Work Zone Project Regionwide	12/11/2025	STBG	\$ 765,000	\$ 765,000	\$0	153,000	2027	Ongoing	
Freeway/Traffic Incident Management Program	12/11/2025	STBG	\$ 1,725,000	\$ 1,725,000	\$0	345,000	2027	Ongoing	
Implementation and Administration of Air Quality and Transportation Projects Funded with RTR Funds	12/11/2025	RTR	\$ 620,000	\$ 620,000	\$0	-	2027	Ongoing	
Land Use/Transportation and Bike/Pedestrian Initiatives	3/12/2026	STBG	\$ 3,110,000	\$ 3,110,000	\$0	622,000	2027	Ongoing	
Onboard Transit Survey, Data Collection, Model Refinement Program	12/11/2025	STBG	\$ 500,000	\$ 500,000	\$0	100,000	2027	Ongoing	
Program Oversight Coordination & Compliance	12/11/2025	STBG	\$ 200,000	\$ 200,000	\$0	40,000	2027	Ongoing	
Regional Traffic Signal Retiming	12/11/2025	CMAQ	\$ 3,500,000	\$ 3,500,000	\$0	700,000	2027	Ongoing	
Revenue and Project Tracking System	12/11/2025	STBG	\$ 260,000	\$ 260,000	\$0	52,000	2027	Ongoing	
Signage and Striping Assessment Program	12/11/2025	RTR	\$ 150,000	\$ 150,000	\$0	-	2027	Ongoing	
Technology and Innovation 3.0	3/12/2026	STBG	\$ 7,550,000	\$ 7,550,000	\$0	1,510,000	2027	Ongoing	
Travel Survey and Data Collection, Model Refinement Program	10/9/2025	STBG	\$ 2,850,000	\$ 2,850,000	\$0	570,000	2027	Ongoing	
\$21,480,000					\$ 21,480,000	\$0	4,142,000		

* Fiscal Year denotes year in which funds are programmed in the Transportation Improvement Program. However, funds may be spent over multiple years depending on project requirements and schedules, pursuant to this authorization.

^4,142,000 of Transportation Development Credits utilized in lieu of a local match and are not calculated in funding total.



North Central Texas Council of Governments

Item 11

Exhibit: 2026-05-11-TR

Meeting Date: May 28, 2026

Submitted By: Michael Morris, P.E.
Director of Transportation

Item Title: Resolution Authorizing Contract with Cityzen Solutions, Inc. d/b/a PublicInput.com to Provide Web-based Public Engagement Software

In August 2021, the North Central Texas Council of Governments (NCTCOG) Transportation Department began using web-based public engagement software to conduct effective public participation, consistent with its federally required Public Participation Plan. Federal law also authorizes metropolitan planning organizations to use digital tools to enhance public involvement in the planning process. In January 2026, NCTCOG initiated a new procurement for web-based public engagement software, as the current contract with Cityzen Solutions, Inc. d/b/a PublicInput.com is nearing expiration and available technologies have advanced since the original contract was executed almost five years ago.

Web-based public engagement software allows staff to conduct better in-person, virtual, and hybrid engagement opportunities while centralizing all public involvement efforts, including meetings, emails, surveys, newsletters, comments, and more, into a single platform. This activity is included in the Unified Planning Work Program under Subtask 1.01 Community Outreach, utilizing Transportation Planning Funds.

Procurement details are included below:

Regional Transportation Council Approval of Funds	July 10, 2025
Request for Proposals Published	January 23, 2026
Request for Proposals Closed	February 20, 2026
Number of Responsive Proposals Received	Five
Interviews Conducted	Yes
Selection Committee Members	NCTCOG (due to the specific entity requirements of the software)
Evaluation Criteria	Project understanding, scope of services, project managers/staff qualifications, project cost, firm qualifications/consultant references, and project schedule.
Firm Recommended for Award	Cityzen Solutions, Inc. d/b/a PublicInput.com

In its role as RTC's fiscal agent, Executive Board approval will be requested to enter into a contract with Cityzen Solutions, Inc. d/b/a PublicInput.com to perform the requested services in an amount not to exceed \$510,000 up to a five-year period. PublicInput.com is the incumbent vendor. As this is a purchase of off-the-shelf software, there are no subcontracting opportunities.

A draft resolution authorizing NCTCOG to enter into a consultant contract with Cityzen Solutions, Inc. d/b/a PublicInput.com to provide web-based public engagement software in an amount not to exceed \$510,000 is attached for Executive Board consideration. I will be available to answer any questions the Board approval may have on this item.

RG:kw
Attachment

RESOLUTION AUTHORIZING CONTRACT WITH CITYZEN SOLUTIONS, INC. D/B/A PUBLICINPUT.COM TO PROVIDE WEB-BASED PUBLIC ENGAGEMENT SOFTWARE

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, NCTCOG has been designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area by the Governor of the State of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC) serves as the MPO Policy Committee, comprised primarily of local elected officials, and is the regional transportation policy body associated with NCTCOG, and has been and continues to be the regional forum for cooperative decisions on transportation; and,

WHEREAS, the FY2026 and FY2027 Unified Planning Work Program Subtask 1.01 includes a virtual public engagement platform; and,

WHEREAS, NCTCOG initiated a Request for Proposals on January 23, 2026, to procure a provider of public engagement software; and,

WHEREAS, Cityzen Solutions, Inc. d/b/a PublicInput.com has been recommended by the Consultant Selection Committee; and,

WHEREAS, NCTCOG has complied with federal and State regulations regarding contract and procurement proceedings.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. A contract between NCTCOG and Cityzen Solutions, Inc. d/b/a PublicInput.com to provide a web-based public engagement software in an amount not to exceed \$510,000 up to a five-year term be and is hereby approved.

Section 2. The Executive Director or his designee is authorized to execute necessary agreements in the name of the North Central Texas Council of Governments to carry out the initiatives described herein.

Section 3. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon J. Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County



North Central Texas Council of Governments

Item 12

Exhibit: 2026-05-12-TR

Meeting Date: May 28, 2026

Submitted By: Michael Morris, P.E.
Director of Transportation

Item Title: Resolution Authorizing Contracts for the Roadway and Transit Model Development for Dallas-Fort Worth

On February 6, 2026, the North Central Texas Council of Governments (NCTCOG) issued a Request for Proposals (RFP) to solicit consultant assistance for the Roadway and Transit Model Development in Dallas-Fort Worth (DFW). The project will evaluate models developed in different software platforms using real data. The goal of the project is to enhance the roadway and transit network modeling for NCTCOG's regional travel model. There are three Study Designs in the RFP. The Regional Transportation Council approved this funding October 13, 2022.

- Study Design 1: Investigate roadway dynamic traffic assignment models on a subregion network;
- Study Design 2: Update the transit origin-destination table for year 2025; and
- Study Design 3: Develop a regional transit network model for the DFW region.

Eight proposals were received for Study Design 1, eleven proposals were received for Study Design 2, and six proposals were received for Study Design 3. Interviews were held with the three lowest ranked firms for Study Design 3. The Consultant Selection Committee met on March 26, April 1, and April 7, 2026, to review and evaluate the proposals. The Consultant Selection Committee recommended five awards for Study Design 1, one award for Study Design 2, and four awards for Study Design 3. The 10 awards were divided among seven firms. In its role as RTC's fiscal agent, approval to enter into contracts with the recommended firms will be requested. The awards and contract amounts are listed in Attachment 1.

A draft resolution authorizing contracts with the selected firms, in an amount not to exceed \$585,000, is attached for Executive Board consideration. I will provide a brief presentation of this item and will be available to answer any questions prior to requesting Board approval.

AM: bw
Attachment

RESOLUTION AUTHORIZING CONTRACTS FOR THE ROADWAY AND TRANSIT MODEL DEVELOPMENT FOR DALLAS-FORT WORTH

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, NCTCOG has been designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area by the Governor of the State of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC) serves as the MPO Policy Committee, comprised primarily of local elected officials, and is the regional transportation policy body associated with NCTCOG, and has been and continues to be the regional forum for cooperative decisions on transportation; and,

WHEREAS, the Dallas-Fort Worth region is in nonattainment of the federal air quality standard for ozone, and NCTCOG is actively involved in the development and implementation of the State Implementation Plan for air quality; and,

WHEREAS, the Fiscal Year (FY) 2026 and FY2027 Unified Planning Work Program Subtask 2.01 provides for consultant assistance to create subregion roadway dynamic traffic assignment models and to develop regional scheduled-based dynamic transit assignment models; and,

WHEREAS, on February 6, 2026, NCTCOG initiated a Request for Proposals to secure consultant assistance for the Roadway and Transit Model Development for Dallas-Fort Worth; and,

WHEREAS, Bentley Systems, Inc., Caliper Corporation, PTV America, Inc, Cambridge Systematics, Inc., and Metropia Inc. have been recommended by the Consultant Selection Committee to implement Study Design 1, which is development of a roadway dynamic traffic assignment model on a subregion network; and,

WHEREAS, Travel Behavior, LLC has been recommended by the Consultant Selection Committee to implement Study Design 2, which is an update of the transit origin-destination table for year 2025; and,

WHEREAS, Bentley Systems, Inc., Caliper Corporation, PTV America, Inc., and K2 Urban Analytics LLC have been recommended by the Consultant Selection Committee to implement Study Design 3, which is development of a regional transit network model for the Dallas-Fort Worth region; and,

WHEREAS, NCTCOG has complied with Federal and State regulations regarding contract and procurement proceedings.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1.** Contracts between NCTCOG and firms listed in Attachment 1 totaling an amount not to exceed \$585,000 to implement Study Designs 1, 2, and 3 be and are hereby approved.
- Section 2.** The Executive Director or his designee is authorized to execute necessary contracts in the name of the North Central Texas Council of Governments to carry out the initiatives described herein.
- Section 3.** This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon J. Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County

Recipient	Awarded Study Design	Contract Amount (Not to Exceed)
Bentley Systems, Inc.	1 and 3	\$105,000
Caliper Corporation	1 and 3	\$105,000
PTV America, Inc.	1 and 3	\$105,000
Cambridge Systematics, Inc.	1	\$55,000
Metropia Inc.	1	\$55,000
Travel Behavior, LLC	2	\$110,000
K2 Urban Analytics LLC	3	\$50,000
Total	10 awards	\$585,000



North Central Texas Council of Governments

Item 13

Exhibit: 2026-05-13-TR

Meeting Date: May 28, 2026

Submitted By: Michael Morris, P.E.
Director of Transportation

Item Title: Appointment of Officers for the Surface Transportation Technical Committee
for the 2026-2027 Term

The Regional Transportation Council Bylaws govern the procedures of the technical committees that support the Regional Transportation Council (RTC). As stipulated in the RTC Bylaws, officers for the Surface Transportation Technical Committee (STTC) are designated by the Executive Board. STTC officers serve for a term of one year beginning in June of each year.

The Surface Transportation Technical Committee provides technical expertise and review of the surface transportation planning process for the Regional Transportation Council. Members on STTC are staff personnel nominated by the respective governments or agencies and include at least one member from each jurisdiction and agency represented on the RTC. Membership selected by formula is based on the most recently approved population and employment data from NCTCOG with adjustments performed in June of even-numbered years. Attachment 1 includes the formula for representation on STTC, as well as a draft membership roster and ethnic and geographical distribution of membership. STTC officers being recommended for approval by the Board are Kelly Porter, Chair, Assistant Director of Regional Planning and Innovation, City of Fort Worth; Mark Nelson, Vice Chair, Director of Transportation and Mobility, City of Richardson; and Daniel Burnham, Secretary, Assistant Director of Public Works/City Engineer, City of Arlington.

Approval by the Executive Board of the officers for the Surface Transportation Technical Committee will be requested at the meeting.

vpj
Attachment

**SURFACE TRANSPORTATION TECHNICAL COMMITTEE
MEMBERSHIP STRUCTURE**

- Dallas and Tarrant Counties shall each have two representatives.
- Each perimeter county in the Metropolitan Area shall have one representative.
- Each city within the Metropolitan Area with a combined population and employment greater than 1,500,000, shall have five representatives.
- Each city within the Metropolitan Area with a combined population and employment greater than 1,000,000 and less than or equal to 1,500,000, shall have four representatives.
- Each city within the Metropolitan Area with a combined population and employment greater than 500,000 and less than or equal to 1,000,000, shall have three representatives.
- Each city within the Metropolitan Area with a combined population and employment greater than 200,000 and less than or equal to 500,000, shall have two representatives.
- Each city within the Metropolitan Area with a combined population and employment greater than 40,000 and less than or equal to 200,000, shall have one representative.
- The following planning agencies will be represented as listed:

-TxDOT Fort Worth District	2	
-TxDOT Dallas District	2	
-TxDOT Paris District	1	
-TxDOT TP&P (Austin)	1	
-Dallas Area Rapid Transit	2	
-Fort Worth Transportation Authority (also known as Trinity Metro)	2	
-Denton County Transportation Authority	1	
-North Texas Tollway Authority	2	
-Texas Commission on Environmental Quality	1	(non-voting)
-Dallas Fort Worth International Airport	1	

**SURFACE TRANSPORTATION TECHNICAL COMMITTEE
MAY 2026**

Kelly Porter, Chair
City of Fort Worth

Mark Nelson, Vice Chair
City of Richardson

Daniel Burnham, Secretary
City of Arlington

Rifat Alam
City of Lancaster

Ahmed Alqaisi
City of DeSoto

Marah Aqqad
City of Bedford

Joe Atwood
Hood County

Melissa Baker
City of Irving

James Bell
City of Grand Prairie

Nathan Benditz
City of Irving

David Boski
City of Grand Prairie

Brett Bourgeois
City of Lewisville

Tanya Brooks
Dallas Area Rapid Transit

Matt Bryant
City of Duncanville

Jeffrey Bush
TxDOT, Dallas

Farhan Butt
City of Denton

Bryan Cabrera
City of Mesquite

Brenda Callaway
Rockwall County

Travis Campbell
TxDOT, Dallas

Aaron Ceder
Dallas County

John F. Cordary, Jr.
TxDOT, Fort Worth

Tara T. Crawford
Trinity Metro

Clarence Daugherty
Collin County

Chad Davis
Wise County

Taylor Derden
City of Mansfield

Pritam Deshmukh
City of Richardson

Becky Diviney
Town of Addison

Phil Dupler
Trinity Metro

Eric Fladager
City of Fort Worth

Chris Flanigan
City of Allen

Austin Frith
Denton County
Transportation Authority

James Gaertner
City of Waxahachie

Gary Graham
City of McKinney

Rajnish Gupta
City of Fort Worth

Michael Haithcock
TxDOT, Fort Worth

Tom Hammons
City of Carrollton

Namoo Han
City of Garland

Craig Hancock
North Texas Tollway Authority

Chris Harris
City of Greenville

Ron Hartline
City of The Colony

Sophia Harvey
City of Dallas

Barry Heard
Kaufman County

Duane Hengst
City of Hurst

Matthew Hotelling
Town of Flower Mound

Jeremy Hutt
City of Cleburne

Thuan Huynh
City of McKinney

Joseph Jackson
Tarrant County

Joel James
North Texas Tollway
Authority

William Janney
City of Frisco

Major L. Jones
City of Euless

Wilson Kakembo
City of Midlothian

G. "Gus" Khankarli
City of Dallas

Lauren LaNeave
City of Southlake

Alonzo Liñán
City of Keller

Eron Linn
Dallas Area Rapid Transit

Clay Lipscomb
City of Plano

Paul Luedtke
City of Garland

Stanford Lynch
Hunt County

Auro Majumdar
City of Dallas

Chad Marbut
City of Weatherford

Alberto Mares
Ellis County

Dillon Maroney
Tarrant County

John Mears
City of Mesquite

Brian Moen
City of Frisco

Alfredo Ortiz
City of Dallas

Cintia Ortiz
Parker County

Joyce Palmer
City of Arlington

John Polster
Denton County

Minesha Reese
Dallas County

Elizabeth Reynolds
City of Grapevine

Greg Royster
Dallas Fort Worth
International Airport

Brian Shewski
City of Plano

Jason Shroyer
Town of Little Elm

Ray Silva-Reyes
City of Farmers Branch

Chelsea St. Louis
City of Fort Worth

Aaron Tainter
City of Coppell

Errick Thompson
City of Burleson

Caleb Thornhill
City of Plano

Jennifer VanderLaan
Johnson County

Gregory Van Nieuwenhuize
City of Haltom City

Daniel Vedral
City of Irving

Caroline Waggoner
City of North Richland Hills

Tommy Weir
City of Wylie

Jana Wentzel
City of Dallas

Robert Woodbury
City of Cedar Hill

Larry Wright
City of Colleyville

Jamie Zech
TCEQ

Vacant
City of Carrollton

Vacant
City of Dallas

Vacant
City of Denton

Vacant
City of Rowlett

**SURFACE TRANSPORTATION TECHNICAL COMMITTEE
MAY 2026**

Ethnic Distribution		Gender Distribution	
61	Caucasian	72	Male
6	Hispanic	15	Female
10	African American	4	Vacant
4	Asian/Pacific Islander		
6	Other		
4	Vacant		
Geographic Distribution		Private/Public Distribution	
26	Dallas County	91	Public Sector
18	Tarrant County	0	Private Sector
10	Collin County		
6	Denton County		
3	Ellis County		
1	Hood County		
2	Hunt County		
3	Johnson County		
1	Kaufman County		
2	Parker County		
1	Rockwall County		
1	Wise County		
2	Dallas Area Rapid Transit		
1	Dallas Fort Worth International Airport		
1	Denton County Transportation Authority		
2	Fort Worth Transportation Authority/ Trinity Metro		
2	North Texas Tollway Authority		
1	Texas Commission on Environmental Quality		
4	Texas Department of Transportation		
4	Vacant		



North Central Texas Council of Governments

Item 14

Exhibit: 2026-05-14-EP

Meeting Date: May 28, 2026

Submitted By: Maribel Martinez
Director of Emergency Preparedness

Item Title: Resolution Authorizing Agreements Related to the 2026 FIFA World Cup Grant Program (FWCGP)

The North Central Texas Council of Governments (NCTCOG) is seeking authorization to contract with Cowboys Stadium, LP and C3 Presents, LLC (Selected Fan Fest Organizer) to provide safety and security enhancements on behalf of the North Texas FIFA World Cup Organizing Committee (NTXFWCOC). Contracts for these vendors are included in the FIFA World Cup Task Force (FWC-TF) budget that has been submitted for approval to the FIFA White House Task Force (WHTF). Only FIFA World Cup Grant Program (FWCGP) eligible items will be approved for payment under these contracts. Total anticipated amounts for the 2 contracts listed above are \$11,575,518. Staff is also seeking authority to increase the total contact amounts by up to 25% if requested and approved by the FWC-TF.

The contract with Cowboys Stadium, LP will include increased safety and security salaries for: law enforcement officers, fire fighters, paramedics, hazmat teams, and other necessary staffing needed to secure and monitor the stadium area and activities associated with FIFA events. Estimated amounts for this contract are approximately \$ 5,406,618.

C3 Presents, LLC was selected by FIFA in collaboration with the NTXFWCOC to serve as the executive producer and operator for the FIFA Fan Festival™ Dallas to be held at Dallas Fair Park. This vendor is responsible for the entire 34 day production, with FWCGP related expenses to include contracted security services and the leasing of items such as sanitation/hygiene stations, fencing and barricades, temporary medical stations, magnetometers, access controls, surveillance cameras and security systems. NCTCOG will work with this vendor and the NTXFWCOC to ensure all services, equipment or leases, procured are grant eligible and follow required procurement rules under the FWCGP. The estimated amount of this contract will be approximately \$6,168,900.

This grant program is administered by the U.S. Department of Homeland Security (DHS) through the Federal Emergency Management Agency (FEMA) Grant Programs Directorate (GPD). Funds are intended to enhance security and preparedness for the upcoming 2026 FIFA World Cup events. Dallas will host a tournament-high 9 matches, including the semi-final, that will be played in Arlington.

The Executive Board previously approved at its March 26, 2026, meeting for NCTCOG to manage and administer the FWCGP and subaward funding to local jurisdictions as determined by the NTXFWCOC. NCTCOG will ensure that all reimbursement costs do not exceed the total grant award amount of \$51,584,327.

A draft resolution authorizing contracts with Cowboys Stadium, LP and C3 Presents, LLC to provide safety and security enhancements is attached for Executive Board consideration. The FWCGP is 100% federally funded with no local cost-share or match requirements.

RESOLUTION AUTHORIZING AGREEMENTS RELATED TO THE 2026 FIFA WORLD CUP GRANT PROGRAM (FWCGP)

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, NCTCOG is working with local governments and others in building regional emergency preparedness capacity; and,

WHEREAS, the health, safety and welfare of people in North Central Texas is threatened by a variety of natural and technological hazards including severe weather and terrorism; and,

WHEREAS, NCTCOG finds it in the best interest of the North Central Texas Region to facilitate these 2026 FIFA World Cup Grant Program activities; and,

WHEREAS, on March 26, 2026, the NCTCOG Executive Board authorized an agreement to manage and administer the FWCGP in the amount of \$51,584,327.00 on behalf of the NTFWCOC as well as related agreements with local jurisdictions to subaward the funds; and,

WHEREAS, NCTCOG staff are requesting authorization for two (2) additional agreements with entities that will carry out grant-eligible activities to support safety, security, and preparedness at FIFA events under the FWCGP.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. A contract between NCTCOG and Cowboys Stadium, LP to enhance safety, security and preparedness for FIFA sanctioned games and activities in the amount of \$5,406,618, be and is hereby approved.

Section 2. A contract between NCTCOG and C3 Presents, LLC to enhance safety, security and preparedness at FIFA Fan Festival™ Dallas located at Dallas Fair Park in the amount of \$6,168,900, be and is hereby approved.

Section 3. The Executive Director or his designee is authorized to execute necessary agreements to carry out the initiatives described herein, in the name of the North Central Texas Council of Governments.

Section 4. The Executive Director or his designee is authorized to increase the contract amounts identified herein, up to a maximum of twenty-five percent (25%), subject to the FWCGP total grant award of \$51,584,327 for all FWCGP-related expenditures.

Section 5. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that the Executive Board of the North Central Texas Council of Governments adopted this resolution on May 28, 2026.

Brandon Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County



North Central Texas
Council of Governments

Resolution Authorizing Agreements Related to the 2026 FIFA World Cup Grant Program (FWCGP)

Maribel Martinez-Mejia, PhD, CEM
Emergency Preparedness, NCTCOG



2026 FIFA World Cup Grant Program (FWCGP)

- U.S. Department of Homeland Security (DHS) Grant through the Federal Emergency Management Agency (FEMA) Grant Programs Directorate
- Regional Allocation - \$51,584,327
- State Performance period – August 1, 2025 – August 31, 2026
- Purpose – Enhance security and preparedness for the upcoming 2026 FIFA World Cup events
- NCTCOG Executive Board in March 2026:
 - Authorized submittal and grant agreement for FIFA World Cup Grant Program (FWCGP) with the Office of the Governor of the State of Texas (OOG)
 - Authorized agreement with North Texas FIFA World Cup Organizing Committee (NTFWCOC) for NCTCOG to manage and administer the FWCGP and reimburse grant-eligible expenses
 - Approved for NCTCOG to enter into agreements with local jurisdictions to subgrant funding



2026 FIFA World Cup Contract Agreements

- Contract amounts determined by the North Texas FIFA World Cup Task Force (FWC-TF) and approved by the FIFA White House Task Force
- Contract:
 - C3 Presents, LLC - \$6,168,900
 - Cowboys Stadium, LP- \$5,406,618
- Total anticipated amounts for the 2 contracts listed above are \$11,575,518. Staff is also seeking authority to increase the total contact amounts by up to 25% if requested and approved by the FWC-TF.
- Seeking authorization to contract with:
 - Cowboys Stadium, LP and C3 Presents, LLC to provide safety and security enhancements
 - Funds provided by the FIFA World Cup Grant Program





North Central Texas Council of Governments

Item 15

Exhibit: 2026-05-15-TR

Meeting Date: May 28, 2026

Submitted By: Michael Morris, P.E.
Director of Transportation

Item Title: Resolution Endorsing Fiscal Year 2026 Safe Streets and Roads for All Program - Implementation Grant Application to the United States Department of Transportation

In March 2026, the United States Department of Transportation (USDOT) announced a Fiscal Year (FY) 2026 Notice of Funding Opportunity (NOFO) to solicit applications for approximately \$994 million in Safe Streets and Roads for All (SS4A) Discretionary Grant Program funds. Funds awarded by this Program are intended to improve safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users. Applications were due to the USDOT on May 26, 2026.

NCTCOG submitted an application requesting \$8 million in FY 2026 SS4A Program – Implementation Grant funds to deliver the Modernizing Regional Safety Through Digital Infrastructure Project. The total project cost is anticipated to be \$10 million, with \$2 million in non-Federal match to be provided through Regional Toll Revenue (RTR) funds. The Regional Transportation Council (RTC) approved this project application on May 14, 2026. In its role as the RTC's fiscal agent, Executive Board endorsement will be requested for the submittal of this application.

A draft resolution supporting the endorsement of this FY 2026 SS4A Program – Implementation Grant application is attached for Executive Board consideration. I will provide a brief presentation on this item and will be available to answer any questions prior to requesting Board approval.

JN:cc
Attachment

RESOLUTION ENDORSING FISCAL YEAR 2026 SAFE STREETS AND ROADS FOR ALL PROGRAM - IMPLEMENTATION GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, NCTCOG has been designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area by the Governor of the State of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC) serves as the MPO Policy Committee, comprised primarily of local elected officials, and is the regional transportation policy body associated with NCTCOG, and has been and continues to be the regional forum for cooperative decisions on transportation; and,

WHEREAS, the Dallas-Fort Worth region is in nonattainment of the federal air quality standard for ozone and NCTCOG is actively involved in the development and implementation of the State Implementation Plan for air quality; and,

WHEREAS, the Fiscal Year (FY) 2026 and FY2027 Unified Planning Work Program (UPWP) includes project development, technical support for transportation corridors, and surface access to aviation planning; and,

WHEREAS, in March 2026, the United States Department of Transportation (USDOT) announced the solicitation of projects for the FY 2026 Safe Streets and Roads for All (SS4A) Discretionary Grant Program; and,

WHEREAS, on May 14, 2026, the RTC approved submittal of an application requesting \$8,000,000 in FY 2026 SS4A Program – Implementation Grant funds supporting delivery of the Modernizing Regional Safety Through Digital Infrastructure Project; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The Executive Board endorses submittal of the FY2026 SS4A Program – Implementation Grant application to the USDOT in the amount of \$8,000,000, as detailed in Attachment 1.

Section 2. NCTCOG is authorized to receive approximately \$8,000,000 in FY2026 SS4A funds.

Section 3. These funds shall be incorporated into the appropriate FY budgets, Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP), and other planning/administrative documents.

Section 4. The Executive Director or his designee is authorized to execute necessary agreements in the name of the North Central Texas Council of Governments to carry out the initiatives described herein.

Section 5. This resolution shall be in effect immediately upon its adoption.

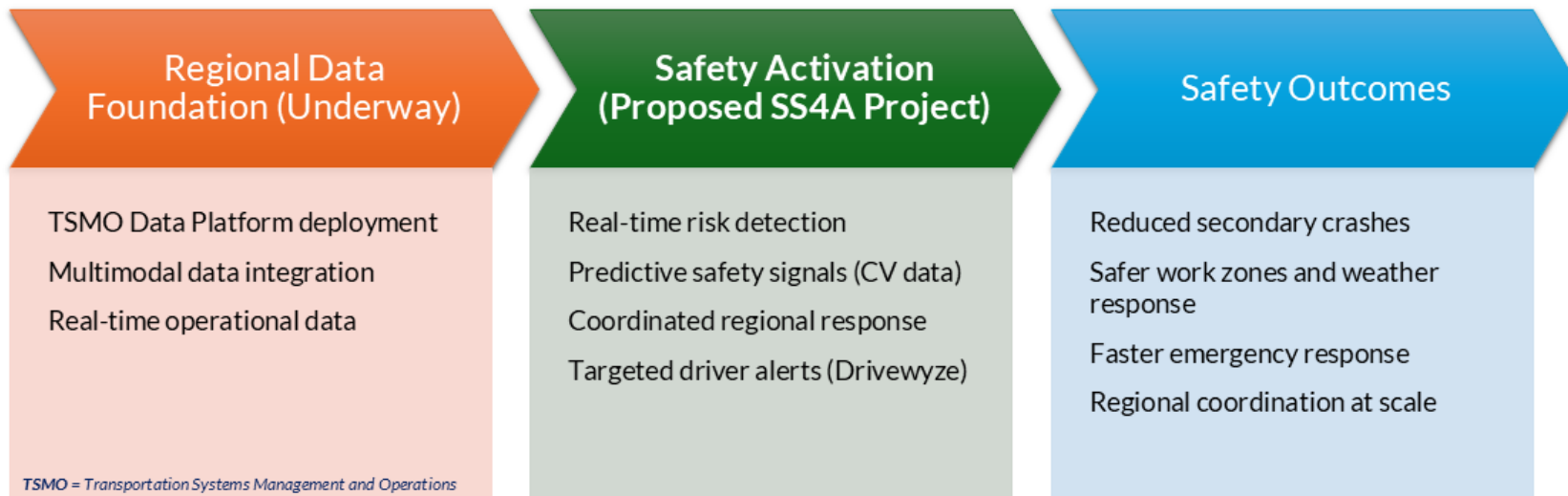
Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County

FY2026 SS4A Program – Implementation Grant Project

Modernizing Regional Safety through Digital Infrastructure



Project Purpose	Project Cost	Federal (SS4A Grant)	Non-Federal Match	Match Source
Leverage existing TSMO investment to deliver near-term safety impact & proactive traffic management	\$10,000,000	\$8,000,000	\$2,000,000	Regional Toll Revenue (RTR)
TOTAL	\$10,000,000	\$8,000,000	\$2,000,000	





North Central Texas Council of Governments

Item 16

Exhibit: 2026-05-16-TR

Meeting Date: May 28, 2026

Submitted By: Michael Morris, P.E.
Director of Transportation

Item Title: Resolution Authorizing Contract with WSP USA Inc. to Provide Services Supporting the McKinney Passenger Rail Corridor Study

The North Central Texas Council of Governments (NCTCOG) is seeking planning and technical expertise to conduct a feasibility and conceptual engineering study for development of transit services on the Dallas Area Rapid Transit (DART)-owned rail corridor between Plano and McKinney. This corridor is included in *Mobility 2050*, the current Metropolitan Transportation Plan, and previous studies have identified it as one of the most promising potential passenger rail projects in the region. This study will work with area stakeholders to identify a preferred alternative, with a focus on providing connectivity between the corridor and the rest of the regional transit network. The scope of work is funded through Surface Transportation Block Grant (STBG) funds selected by the Regional Transportation Council (RTC) with Transportation Development Credits (TDCs) in lieu of match.

Procurement details are included below:

Regional Transportation Council Approval of Funds	October 13, 2022
Request for Proposals Published	September 5, 2025
Request for Proposals Closed	October 3, 2025
Number of Responsive Proposals Received	Five
Interviews Conducted	No
Selection Committee Members	Five individuals from NCTCOG, Dallas Area Rapid Transit, & Collin County
Evaluation Criteria	Project understanding, scope of services, qualifications of the proposed project manager and staff, knowledge of the Dallas-Fort Worth area, firm qualifications/consultant references, and project schedule.
Firm Recommended for Award	WSP USA Inc.

This project was put on hold by the RTC in November 2025 related to current DART discussions. After the RTC released the hold at their March 2026 meeting, NCTCOG moved forward with review of the proposals by the Consultant Selection Committee in April 2026. In its role as RTC's fiscal agent, Executive Board approval will be requested to enter into a consultant contract with WSP USA, Inc. in an amount not to exceed \$750,000 of STBG funds and TDCs in lieu of match.

A draft resolution authorizing NCTCOG to enter into a consultant contract with WSP USA, Inc. in an amount not to exceed \$750,000 is attached for Executive Board consideration. I will provide a brief presentation on this item and will be available to answer any questions prior to requesting Board approval.

DP:cg
Attachment

RESOLUTION AUTHORIZING CONTRACT WITH WSP USA INC. TO PROVIDE SERVICES SUPPORTING THE MCKINNEY PASSENGER RAIL CORRIDOR STUDY

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, NCTCOG has been designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area by the Governor of the State of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC) serves as the MPO Policy Committee, comprised primarily of local elected officials, and is the regional transportation policy body associated with NCTCOG, and has been and continues to be the regional forum for cooperative decisions on transportation; and,

WHEREAS, the Dallas-Fort Worth region is in nonattainment of the federal air quality standard for ozone and NCTCOG is actively involved in the development and implementation of the State Implementation Plan for air quality; and,

WHEREAS, by 2050 sixty-one percent of the region's population is expected to live in areas currently unserved by existing transit agencies; and,

WHEREAS, the RTC continues to work diligently to develop a framework for a truly regional passenger rail transit network through the efforts of its Transit Vision Subcommittee; and,

WHEREAS, the McKinney Corridor is recommended as a future Passenger Rail corridor in Mobility 2050, the current Metropolitan Transportation Plan for the Dallas-Fort Worth region; and,

WHEREAS, previous studies such as the 2021 Collin County Transit Study have identified the proposed McKinney Corridor as having strong ridership potential, providing relief to the increasingly congested US 75 corridor; and,

WHEREAS, Subtask 5.01 of the Fiscal Year (FY) 2026 and FY2027 Unified Planning and Work Program (UPWP) provides for a Regional Passenger Rail Corridor Planning Study on the DART-owned corridor from Plano to a point north of McKinney; and,

WHEREAS, NCTCOG initiated a Request for Proposals (RFP) on September 5, 2025, to procure a consultant for the McKinney Passenger Rail Study; and,

WHEREAS, WSP USA, Inc. has been recommended by the Consultant Selection Committee to perform this study; and,

WHEREAS, NCTCOG has complied with all Federal and State regulations regarding contract and procurement proceedings.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. A contract between NCTCOG and WSP USA, Inc. to provide engineering services for the McKinney Passenger Rail Corridor Study in an amount not to exceed \$750,000, be and is hereby approved.

Section 2. The Executive Director or his designee is authorized to execute necessary agreements in the name of the North Central Texas Council of Governments to carry out the initiatives described herein.

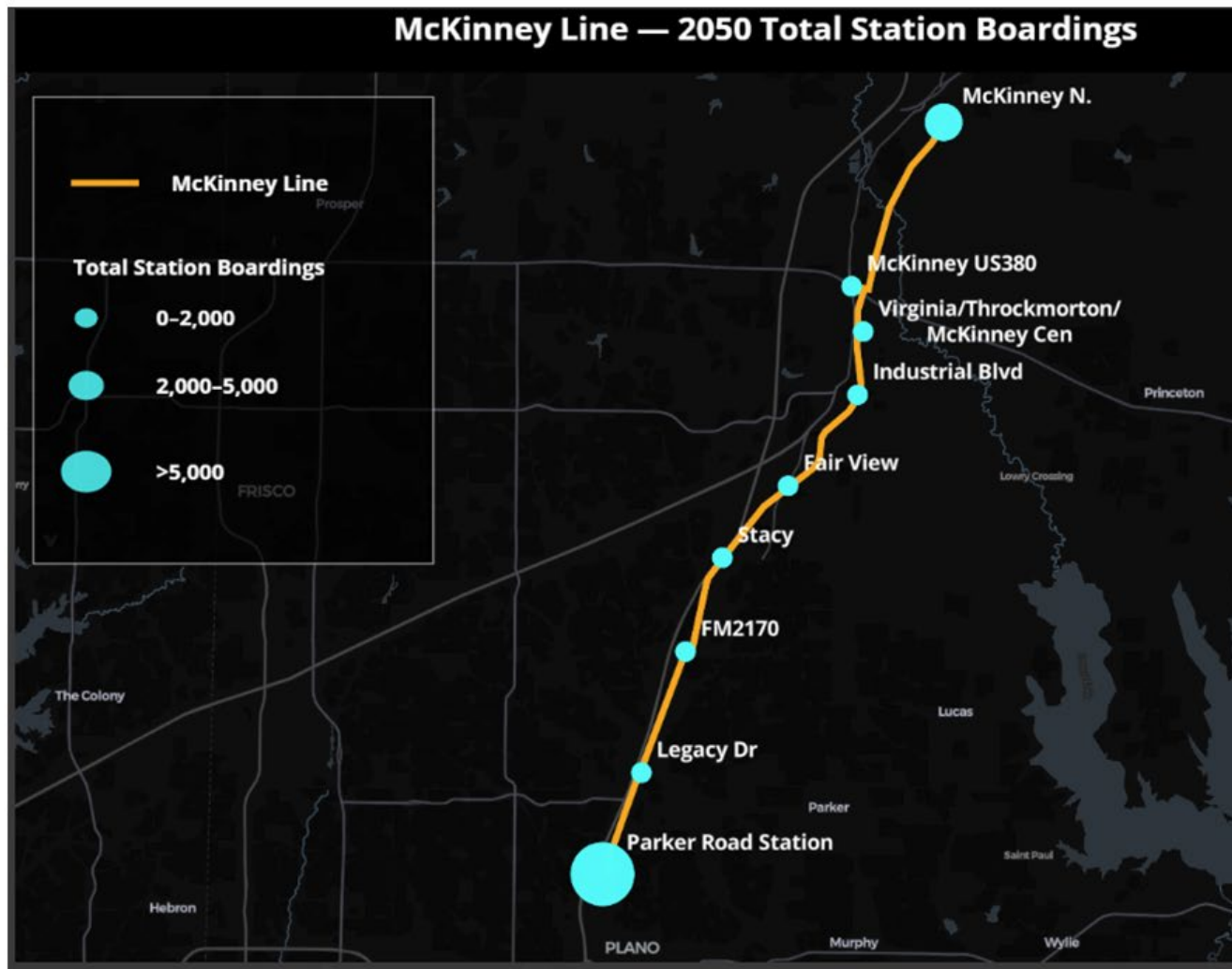
Section 3. This resolution shall be in effect immediately upon its adoption.

Victoria Johnson, President
North Central Texas Council of Governments
Councilmember, City of Burleson

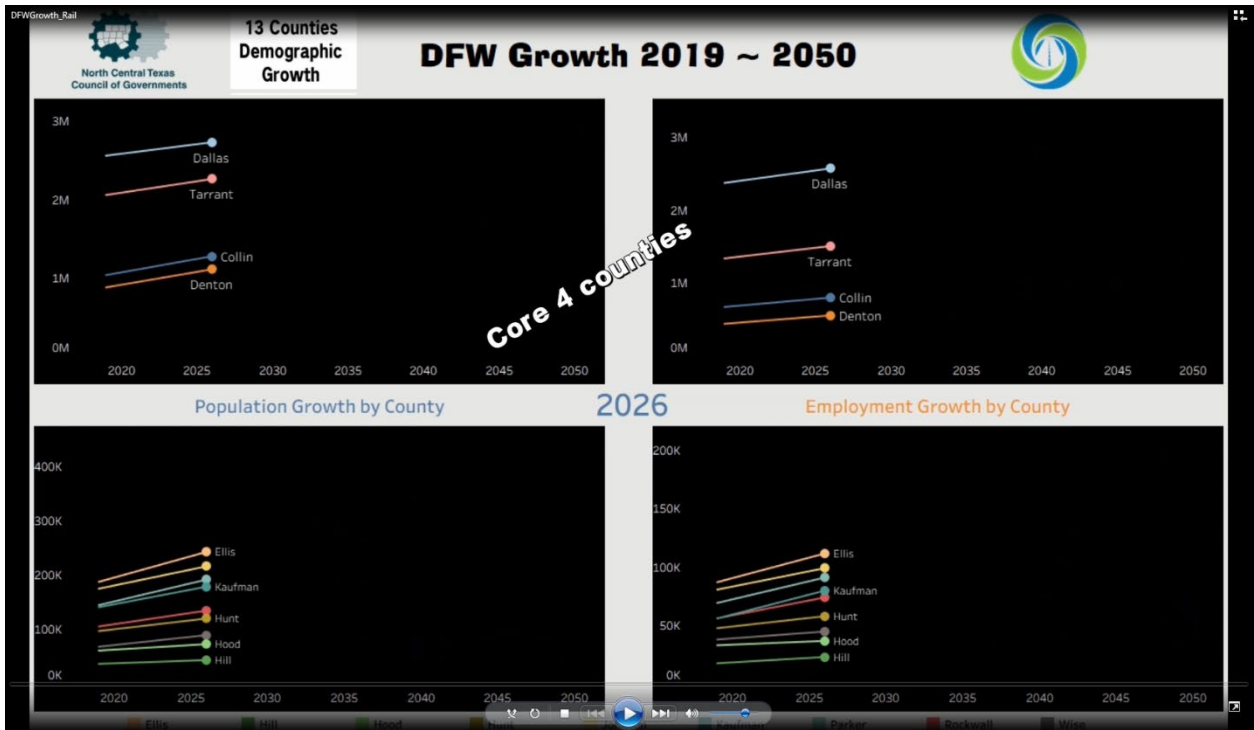
I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on May 28, 2026.

Brandon Huckabee, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Erath County

**McKinney Line Passenger Rail
Weekday Station Boardings
in Mobility 2050**



A video visualization will be shown at the meeting and is available at <https://youtu.be/OloLlrrNcl?feature=shared>.





North Central Texas Council of Governments

Item 17

Exhibit: 2026-05-17-EDO

Meeting Date: May 28, 2026

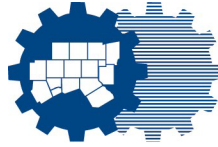
Submitted By: Todd Little
Executive Director

Item Title: Discussion and Possible Action to Confirm the North Central Texas Council of Governments' Intent to Remain the Fiscal Agent for Metropolitan Planning Organization Functions in the Dallas-Fort Worth Region

The purpose of this item is to confirm the North Central Texas Council of Governments' intent to remain the Fiscal Agent for the Metropolitan Planning Organization (MPO) functions in the Dallas-Fort Worth region and transmit such confirmation to the Regional Transportation Council (RTC). This proposed action is in response to the RTC action on May 14, 2026, which requested NCTCOG's interest in serving as Fiscal Agent and requested that such interest be communicated within 30 days. Attachment 1 is a proposed letter from President Johnson communicating NCTCOG's intention to remain the Fiscal Agent. RTC's request was transmitted by RTC Chair Bailey on May 18, 2026 (Attachment 2).

NCTCOG is and has been the Fiscal Agent since 1974 coinciding with the Governor's Designation of NCTCOG as the MPO and the RTC as the policy-making body for MPO functions in the Dallas-Fort Worth region. In its capacity as Fiscal Agent, NCTCOG has successfully carried out a wide array of RTC programs and initiatives through a combination of staff, contractors, and subrecipients of federal and state grant awards. This role provides economies of scale related to direct and indirect staffing, shared internal services, office space, etc., that benefit services to member governments provided by all NCTCOG functional departments: Agency Administration, Aging, Emergency Preparedness, Environment and Development, NCT9-1-1, Public Safety and Regional Police Academy, Information & Innovation Services, Transportation, and Workforce Development. This includes services provided to the North Central Texas Workforce Development Board and the North Central Texas Emergency Communications District (NCT9-1-1).

The Executive Board will be requested to authorize President Johnson to communicate NCTCOG's intention to remain the Fiscal Agent for Metropolitan Planning functions in the Dallas-Fort Worth region. I will be available at the Executive Board meeting should you have any questions.



North Central Texas Council of Governments

May 28, 2026

The Honorable Rick Bailey
Chair, Regional Transportation Council
Commissioner, Johnson County
616 Six Flags Drive
Arlington, Texas 76011

Dear RTC Chair Bailey,

On May 28, 2026, the Executive Board of the North Central Texas Council of Governments (NCTCOG) took action to confirm NCTCOG's intent to remain the Fiscal Agent for the Metropolitan Planning Organization (MPO) functions in the Dallas-Fort Worth region and authorized the communication of this confirmation to the Regional Transportation Council.

NCTCOG is and has been the Fiscal Agent since 1974 coinciding with the Governor's Designation of NCTCOG as the MPO and the RTC as the policy-making body for MPO functions in the Dallas-Fort Worth region. In its capacity as Fiscal Agent, NCTCOG has successfully carried out a wide array of RTC programs and initiatives through a combination of staff, contractors, and subrecipients in compliance with federal and state laws, regulations, and grant requirements.

NCTCOG is uniquely situated to continue to fulfill this role, which not only benefits transportation-related functions, but also provides economies of scale for services NCTCOG provides to member governments across all NCTCOG functional departments: Agency Administration, Aging, Emergency Preparedness, Environment and Development, NCT9-1-1, Public Safety and Regional Police Academy, Information & Innovation Services, Transportation, and Workforce Development.

NCTCOG values the long-standing relationship with the Regional Transportation Council. Please feel free to contact me if you have questions or need additional information.

Sincerely,

Victoria Johnson
President, NCTCOG Executive Board
Councilmember, City of Burleson

cc:

NCTCOG Executive Board Members
Regional Transportation Council Members
Todd Little, NCTCOG Executive Director
Michael Morris, P.E., NCTCOG Director of Transportation



The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

May 18, 2026

Mr. Todd Little
Executive Director
North Central Texas Council of Governments
616 Six Flags Drive
Arlington, Texas 76011

Dear Mr. Little:

On behalf of the Regional Transportation Council (RTC), which serves as the independent policymaking board of the Dallas-Fort Worth (DFW) Metropolitan Planning Organization (MPO), I am writing to formally invite the North Central Texas Council of Governments (NCTCOG) to serve as the RTC's Fiscal Agent, in accordance with the attached Metropolitan Planning Agreement resolution. We respectfully request a notice of interest within the next 30 days.

For over 50 years, NCTCOG and the RTC have maintained a strong partnership. Given our long-standing relationship, RTC staff, Transportation Department staff, and RTC members respectfully request NCTCOG give this invitation full consideration. NCTCOG's consistency and organizational support have been highly valued throughout our partnership.

Thank you for your consideration of this request from the RTC. I look forward to your response within the requested 30-day timeframe. Please feel free to contact me if you have any questions or need further information about this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Bailey", written in a cursive style.

Rick Bailey, Chair
Regional Transportation Council
Johnson County Commissioner

JN:kw
Attachment

cc: Victoria Johnson, President, North Central Texas Council of Governments
Monte Mercer, Deputy Executive Director, North Central Texas Council of Governments
Ken Kirpatrick, General Counsel, North Central Texas Council of Governments
Brian Barth, Deputy Executive Director, Texas Department of Transportation
Michael Morris, P.E., Director of Transportation, North Central Texas Council of Governments

RESOLUTION ADOPTING THE METROPOLITAN PLANNING AGREEMENT

R26-02

WHEREAS, federal law requires that a continuing, cooperative, and comprehensive metropolitan transportation planning process be carried out for each urbanized area in coordination with the State and public transportation operators; and,

WHEREAS, the Texas Department of Transportation (TxDOT) has transmitted a draft Metropolitan Planning Organization Agreement (Agreement) for review and consideration; and,

WHEREAS, the draft Agreement identifies the Regional Transportation Council (RTC) as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth metropolitan area responsible for overseeing the metropolitan transportation planning process and establishing overall transportation policy for the MPO; and,

WHEREAS, the draft Agreement identifies the North Central Texas Council of Governments as the Fiscal Agent responsible for providing financial, grants and administrative duties on behalf of the MPO; and,

WHEREAS, the draft Agreement establishes the respective roles and responsibilities of the RTC, the Fiscal Agent, and TxDOT related to metropolitan transportation planning, programming, and funding administration; and,

WHEREAS, approval of the Agreement by the Regional Transportation Council is necessary to support compliance with applicable federal and state requirements and ensure continuity of the regional transportation planning program; and,


NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1.** The Regional Transportation Council approves the responsibilities as outlined in the Metropolitan Planning Organization Agreement as the Metropolitan Planning Organization.
- Section 2.** The Regional Transportation Council requests designation of the North Central Texas Council of Governments to serve as the Fiscal Agent for the RTC, consistent with Metropolitan Planning Organization Agreement, and directs such intent be communicated within thirty (30) days.
- Section 3.** The Regional Transportation Council acceptance of a Fiscal Agent is contingent upon the development of an operational agreement between the RTC and the Fiscal Agent that defines administrative and business terms consistent with the Metropolitan Planning Organization Agreement to ensure the Fiscal Agent is a third-party entity that accepts and is responsible for providing financial and administrative support.
- Section 4.** This resolution shall be in effect immediately upon its adoption.



Rick Bailey, Chair
Regional Transportation Council
Commissioner, Johnson County

I hereby certify that this resolution was adopted by the Regional Transportation Council of the North Central Texas Council of Governments for the Dallas-Fort Worth Metropolitan Area on May 14, 2026.



Jill Jester, Secretary
Regional Transportation Council
Councilmember, City of Denton



North Central Texas Council of Governments

Item 18

Exhibit: 2026-05-18-EDO

Meeting Date: May 28, 2026

Submitted By: Todd Little
Executive Director

Item Title: Discussion and Possible Action to Authorize President Johnson to Appoint a Subset of the Executive Board to Initiate Discussions with Regional Transportation Council Officers on the MPO Planning Agreement

The purpose of this item is to discuss the Metropolitan Planning Agreement (“MPO Planning Agreement”) and authorize the President of the Executive Board to appoint of a subset of the Executive Board to meet with Regional Transportation Council (RTC) Officers to initiate discussions on the draft agreement. This proposed action is in response to the RTC action on April 30, 2026, that authorized RTC Officers to initiate negotiations with the NCTCOG Executive Board regarding the MPO Planning Agreement. Discussions between the two bodies on the draft agreement may result in a better understanding of where common ground exists and the potential to chart a path forward.

The MPO Planning Agreement outlines the respective roles and responsibilities of the Texas Department of Transportation (TxDOT), the North Central Texas Council of Governments (NCTCOG) and RTC in carrying out the federally required metropolitan planning function in the Dallas-Fort Worth region.

The current agreement (Attachment 1) was executed in 2018 and was extended by TxDOT through September 30, 2027. On May 13, 2026, TxDOT transmitted a draft of a new proposed agreement to NCTCOG, which is included as Attachment 2. An email communication from TxDOT to RTC Chair Bailey regarding the MPO Planning Agreement that was published at the May 14, 2026 RTC meeting is included as Attachment 3.

Following review of the proposed draft agreement, the substantive changes relate to the parties and their respective responsibilities, namely which party is defined as the metropolitan planning organization (MPO). Since 1974, NCTCOG has served in that capacity as originally designated by the Governor of Texas and in accordance with 23 USC §134. The draft agreement identifies RTC as the Metropolitan Planning Organization (MPO) and NCTCOG as the Fiscal Agent.

The Executive Board will be requested to authorize President Johnson to appoint a subset of the Executive Board to meet with RTC officers on the draft MPO Planning Agreement. I will be available at the Executive Board meeting should you have any questions.



125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

June 18, 2025

Mr. Michael Morris,
Director of Transportation
North Central Texas Council of Governments
616 Six Flags Drive
Arlington, TX 76011

Dear Mr. Morris,

I am writing to inform you that the Texas Department of Transportation (TxDOT) intends to extend the existing Planning agreement with North Central Texas Council of Governments for two years.

This decision is in accordance with Article 1, Section B of the current agreement, which stipulates the option for an extension and the necessary procedures involved. Attached to this letter is the existing agreement for reference. Consequently, the updated expiration date for these agreements will now be September 30, 2027.

TxDOT has collaborated with Texas MPOs over the last year to revise the current agreements. This process revealed a need for additional review and evaluation to develop an agreement that will support administration of the TPF program and coordination with the MPOs. We will continue to coordinate this effort with the MPO community over the coming months. If you have any questions, please contact Casey Wells at casey.wells@txdot.gov.

Sincerely,

Signed by:

A handwritten signature in black ink that reads "Humberto Gonzalez Jr. P.E." is written over a light blue rectangular background.

F7C3A305BFEB4F2...

Humberto "Tito" Gonzalez, Jr., P.E., M.B.A.

Director, Transportation Planning and Programming Division

Attachments:

Current MPO Planning Agreement, effective September 28, 2018

CC: Todd Little, Executive Director, North Central Texas Council of Government
Casey Wells, Transportation Planning and Programming Division, Systems Planning Section Director
Travis Campbell, Director, Transportation Planning & Development, Dallas District
Ricardo Gonzalez, Director, Transportation Planning & Development, Fort Worth District
Dan Perry, Director, Transportation Planning & Development, Paris District
Shannon Hawkins, Planner, Transportation Planning and Programming Division
Karrie Boedeker, Transportation Planning and Programming Division, TPP Operations Section Director



125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

May 23, 2024

Mr. Michael Morris
Director of Transportation
North Central Texas Council of Governments
616 Six Flags Drive
Arlington, Texas 76011

Dear Mr. Morris:

I am writing to inform you that the Texas Department of Transportation (TxDOT) intends to extend the existing planning agreement with the North Central Texas Council of Governments (NCTCOG) Metropolitan Planning Organization (MPO) for one year.

This decision is pursuant to Article 1 Section B of the current agreement, which stipulates the option for an extension and the necessary procedures involved. Attached to this letter is the existing agreement for reference. Consequently, the updated expiration date for this agreement will now be September 30, 2025.

Over the next year, TxDOT will be revising the existing agreements to better support coordinated planning with MPOs. We will be in touch with you on proposed revisions later this year. If you have any questions, please contact Phillip Tindall, Metropolitan Planning Branch Manager, at Phillip.tindall@txdot.gov.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads "Humberto Gonzalez Jr." is enclosed within a blue, rounded rectangular border.

F7C3A305BFEB4F2...
Humberto Gonzalez, Jr., P.E., M.B.A.
Director, Transportation Planning and Programming Division

Attachments:

Current MPO Planning Agreement, Effective September 28, 2018

cc: Mike Eastland, Executive Director, North Central Texas Council of Governments
Casey Wells, Transportation Planning and Programming Division, Systems Planning Section Director, TxDOT
Phillip R. Tindall, Transportation Planning and Programming Division, Metropolitan Planning Branch Manager, TxDOT
Todd Gibson, Transportation Planning and Programming Division, Planner, TxDOT

Contract No.:	50-19XF0006
Federal Highway Administration:	
CFDA Title:	
CFDA No.:	20.205/20.505
Not Research and Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT WITH METROPOLITAN PLANNING ORGANIZATION

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "Department," the Regional Transportation Council as the Metropolitan Planning Organization (MPO) Policy Committee, called the "MPO Policy Committee", and the North Central Texas Council of Governments which has been designated by the Governor of the State of Texas as the MPO of the Dallas-Fort Worth Arlington, Denton-Lewisville, and McKinney urbanized areas", called the "MPO", which also serves as the Fiscal Agent for the MPO.

WITNESSETH

WHEREAS, 23 United States Code (USC) §134 and 49 USC §5303 require that MPOs, in cooperation with the Department and transit agencies, develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, 23 Code of Federal Regulations (CFR) 450.314 requires the MPO, State, and public transportation operators within each metropolitan planning area to enter into a written agreement to clearly identify the responsibilities of the parties in carrying out the metropolitan planning process; and

WHEREAS, 23 USC §104(d) authorizes Metropolitan Planning funds and 49 USC §5305 authorizes funds to be made available to MPOs designated by the Governor to support the urban transportation planning process; and

WHEREAS, the Department participates in the Consolidated Planning Grant program in which federal transit planning funds authorized under 49 USC §5305 are transferred to the Federal Highway Administration, combined with additional federal funds, and distributed to the state as a single distribution; and

WHEREAS, the federal share payable for authorized activities using the Consolidated Planning Grant funds is eighty percent (80%) of allowable costs; and

WHEREAS, Texas Transportation Code §221.003 authorizes the Department to expend federal and state funds for improvements to the state highway system; and

WHEREAS, Texas Transportation Code §201.703 authorizes the Department to expend federal funds and to provide state matching funds for allowable costs necessary for the improvement of roads not in the state highway system; and

WHEREAS, this agreement outlines the requirements and responsibilities of the parties for federal reimbursement using Consolidated Planning Grant funds and other federal

Contract No.:	
Federal Highway Administration:	
CFDA Title:	
CFDA No.:	
Not Research and Development	

transportation funds that may be used for planning (e.g., Surface Transportation Program, National Highway System, Congestion Mitigation and Air Quality, etc.); and

WHEREAS, the Governor of the State of Texas and the North Central Texas Council of Governments have executed an agreement pursuant to the MPO designation; and

WHEREAS, an area equal to or larger than the above-mentioned urbanized area has been delineated in accordance with federal and state guidelines where required metropolitan transportation planning activities may take place; and

WHEREAS, 23 Code of Federal Regulations (CFR) §420.117(a) requires that in accordance with 49 CFR §18.40, the Department shall monitor all activities performed by its staff or by sub-recipients with Federal Highway Administration (FHWA) planning and research funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met; and

NOW THEREFORE, it is agreed as follows:

A G R E E M E N T

Article 1. Agreement Period

- A. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. The Department shall not continue its obligation to the MPO under this agreement if the Governor's designation of the MPO is withdrawn; if federal funds cease to become available; or if the agreement is terminated as provided below.
- B. This agreement expires on September 30, 2024. No fewer than one hundred and twenty (120) days before the expiration date, the Department may, at its sole discretion, exercise in writing an option to extend the agreement by a period of no more than two years. The Department may exercise this option no more than two times. If all terms and conditions of this agreement remain viable and no amendment to the existing agreement or new agreement is required, a letter from the Department to the MPO shall constitute renewal of this agreement subject to all terms and conditions specified in this agreement. However, an amendment or a new agreement may be executed, if necessary.

Article 2. Responsibilities of the Department

The responsibilities of the Department are as follows:

- A. Assist in the development of the Unified Planning Work Program (UPWP), approve the format of work programs submitted by the MPO, and, where required by federal law or regulation, monitor the MPO's performance of activities and expenditure of funds under a UPWP. Where monitoring is not required, the Department is responsible for reviewing the MPO's activities and expenditure of funds, and will comment on and make suggestions relating to those activities and expenditures.
- B. Develop a time line for development of the UPWP by the MPO; and in consultation with the MPOs, shall develop a standard UPWP format to be used by all MPOs.
- C. Make available to the MPO its share of all federal metropolitan planning funds and provide the required non-federal match as authorized by the Texas Transportation Commission.

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The Department will distribute federal transportation planning funds to the MPO based on a formula developed by the Department, in consultation with the MPOs, and approved by FHWA, the Federal Transit Administration (FTA), and other applicable federal agencies.

- D. Provide to the MPO, as appropriate, technical assistance and guidance for the collection, processing, and forecasting of socio-economic data needed for the development of traffic forecasts, plans, programs, and planning proposals within the metropolitan area, including collecting, processing, and forecasting vehicular travel volume data in cooperation with the MPO, as appropriate.
- E. Jointly promote the development of the intermodal transportation system within the metropolitan area by identifying points in the system where access, connectivity, and coordination between the modes and inter-urban facilities would benefit the entire system.
- F. Share with the MPO information and information sources concerning transportation planning issues that relate to this agreement.
- G. Cooperatively develop and share information with the MPO related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).

Article 3. Responsibilities of the MPO

The MPO is an organization created to ensure that existing and future expenditures on transportation projects and programs are based on a continuing, cooperative, and comprehensive planning process. The responsibilities of the MPO are as follows:

- A. Document planning activities in a UPWP to indicate who will perform the work, the schedule for completing it, and all products that will be produced. In cooperation with the Department and public transportation operators as defined by 23 CFR Part 450, the MPO must annually or bi-annually develop a UPWP that meets federal requirements.
- B. Prepare and submit to the Department an annual performance and expenditure report of progress no later than December 31 of each year. A uniform format for the annual report will be established by the Department, in consultation with the MPOs.
- C. Use funds provided in accordance with 43 Texas Administrative Code (TAC) §16.52 and Article 2 (Responsibilities of the Department) of this agreement to develop and maintain a comprehensive regional transportation planning program in conformity with the requirements of 23 USC §134, 49 USC §5303, and the Texas Comptroller of Public Accounts Uniform Grant Management Standards (UGMS).
- D. Develop a Metropolitan Transportation Plan (MTP), a Transportation Improvement Program (TIP), and a UPWP for the Metropolitan Planning Area (MPA), all of which are consistent with the Statewide Long-Range Transportation Plan (SLRTP), as required by the state and federal law. At a minimum, the MPO shall consider in their planning process the applicable factors outlined in 23 USC §134.
- E. Assemble and maintain an adequate, competent staff with the knowledge and experience that will enable them to perform all appropriate MPO activities required by law.
- F. Forecast, collect, and maintain appropriate socio-economic, roadway, and travel data on a timely basis, in cooperation with the Department.
- G. Prepare all required plans, programs, reports, data, and obtain required certifications in a timely manner.

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- H. Share information with the Department and information sources concerning transportation planning issues.
- I. Exercise sole responsibility to hire, supervise, evaluate, and terminate the MPO Transportation Planning Director.

Article 4. Responsibilities of the MPO Policy Committee

The MPO Policy Committee is the policy body that is the forum designated under 23 USC §134 with the responsibility for establishing overall transportation policy for the MPO and for making required approvals. The MPO Policy Committee is comprised of those governmental agencies identified in the original designation agreement and those agencies or organizations subsequently added to the membership of the committee. The responsibilities of the MPO, acting through its Policy Committee, are as follows:

- A. Ensure that requirements of 23 USC §§134 and 135 and 49 USC, Chapter 53, are carried out.
- B. Use funds provided in accordance with Article 2 (Responsibilities of the Department) of this agreement to develop and maintain a comprehensive regional transportation planning program in accordance with requirements of 23 USC §134 and 49 USC §5303.
- C. Develop and adopt an MTP for the MPA that is consistent with the SLRTP required by state and federal laws; a TIP and a UPWP; and other planning documents and reports that may be required by state or federal laws or regulations.
- D. Provide planning policy direction to the MPO Transportation Planning Director.

Article 5. Responsibilities of the Fiscal Agent

The Fiscal Agent for the MPO is the entity responsible for providing fiscal, human resource, and staff support services to the MPO. The responsibilities of the Fiscal Agent are as follows:

- A. Maintain required accounting records for state and federal funds consistent with current federal and state requirements.
- B. Provide all appropriate funding, as identified by fiscal year in the UPWP, to allow the MPO staff to effectively and efficiently operate the program.
- C. Provide human resource services to the MPO.
- D. Provide benefits for the MPO staff that shall be the same as the Fiscal Agent normally provides its own employees; or as determined through an agreement between the MPO and the Fiscal Agent. Costs incurred by the Fiscal Agent for these benefits may be reimbursed by the MPO.
- E. Establish procedures and policies for procurement and purchasing, when necessary, in cooperation with the MPO.

Article 6. Responsibilities of the MPO Transportation Planning Director

The responsibilities of the MPO Transportation Planning Director are as follows:

- A. Administer the MPO's UPWP. The Director shall serve in a full-time capacity and shall take planning policy direction from and be responsible to the designated MPO Policy Committee.
- B. Act as a liaison to the Department, relevant to the Department's transportation planning activities.
- C. Oversee and direct all MPO transportation planning staff work performed using MPO funds.
- D. Prepare and submit all required plans, programs, reports, data, and certifications in a timely manner.

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- E. Develop and present to the MPO Policy Committee an MTP for the MPA that is consistent with the SLRTP required by state and federal laws; a TIP and a UPWP; and other planning documents and reports that may be required by state or federal laws or regulations.
- F. Share with the Department information and information resources concerning transportation planning issues.

Article 7. Unified Planning Work Program

- A. Each year the MPO shall submit to the Department a program of work that includes goals, objectives, and tasks required by each of the several agencies involved in the metropolitan transportation planning process. This program of work is to be called the Unified Planning Work Program (UPWP), or any successor name. The UPWP shall be approved by the MPO Policy Committee, in accordance with 23 CFR §450.314.
- B. The UPWP will be prepared for a period of one (1) year or two (2) years unless otherwise agreed to by the Department and the MPO. The UPWP shall reflect only that work that can be accomplished during the time period of the UPWP, in accordance with TAC §16.52.
- C. The UPWP shall reflect transportation planning work tasks to be funded by federal, state, or local transportation, or transportation related (e.g. air quality) planning funds. The budget and statement of work will be included in the UPWP. The MPO may not incur costs until final approval of the UPWP is granted. The maximum amount payable will not exceed the budget included in the UPWP.
- D. The effective date of each UPWP will be October 1st of the initial year or the date of approval from the appropriate oversight agency, whichever occurs later. On that date, the UPWP shall constitute a new federal project and shall supersede the previous UPWP.
- E. The UPWP shall comply with all applicable federal and state requirements and will describe metropolitan transportation and transportation-related planning activities anticipated in the area.
- F. The use of federal metropolitan transportation planning funds shall be limited to transportation planning activities affecting the transportation system within the boundaries of a designated metropolitan planning area. If an MPO determines that data collection and analysis activities relating to land use, demographics, or traffic or travel information, conducted outside its boundaries, affects the transportation system within its boundaries, then those activities may be undertaken using federal planning funds, if the activities are specifically identified in an approved UPWP. Any other costs incurred for transportation planning activities outside the boundaries of a designated metropolitan planning area are not eligible for reimbursement.
- G. Travel outside the State of Texas by MPO staff and other agencies participating in the MPO planning process must be approved by the Department if funded with federal transportation planning funds. The MPO must receive approval prior to incurring any costs associated with the actual travel (e.g., registration fee). This provision will not apply if the travel is at the request of the Department. Travel to the State of Arkansas by the Texarkana MPO staff and travel to the State of New Mexico by the El Paso MPO staff shall be considered in-state travel.
- H. The cost of travel incurred by elected officials serving on the MPO Policy Committee is eligible for reimbursement with federal transportation planning funds in accordance with 43 TAC §16.52.

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- I. The use of federal transportation planning funds is limited to corridor/subarea level planning or multimodal or system-wide transit planning studies. Major investment studies and environmental studies are considered corridor level planning. Unless otherwise authorized by federal law or regulation, the use of such funds beyond environmental document preparation or for specific project level planning and engineering (efforts directly related to a specific project instead of a corridor) is not allowed.
- J. Failure to adhere to the time line developed by the Department may result in a delay in the authorization to the MPOs to proceed in incurring costs.
- K. A UPWP will not be approved if it is submitted in a format other than the standard format developed by the Department. The UPWP and subsequent amendments may be submitted electronically.
- L. The MPO shall not incur any costs for work outlined in the UPWP or any subsequent amendments (i.e., adding new work tasks or changing the scope of existing work tasks) prior to receiving approval from the Department. Any costs incurred prior to receiving Department approval are not eligible for reimbursement from federal transportation planning funds.
- M. Costs incurred by the MPO shall not exceed the total budgeted amount of the UPWP without prior approval of the MPO Policy Committee and the Department. Costs incurred on individual work tasks shall not exceed that task budget by 25 percent without prior approval of the MPO Policy Committee and the Department. If the costs exceed 25 percent of the task budget, the UPWP shall be revised, approved by the MPO Policy Committee, and submitted to the Department for approval.
- N. The MPO Policy Committee must approve the UPWP and any subsequent revisions, and shall not delegate the approval authority, except for corrective actions. Corrective actions do not change the scope of work, result in an increase or decrease in the amount of task funding, or affect the overall budget. Examples include typographical, grammatical, or syntax corrections.
- O. Should any conflict be discovered between the terms of this agreement and the UPWP, the terms of this agreement shall prevail.
- P. The MPO is not authorized to request payment for any work it may perform that is not included in the current UPWP.

Article 8. Compensation

The Department's payment of any cost incurred under this agreement is contingent upon all of the following:

- A. Federal funds are available to the Department in a sufficient amount for making payments.
- B. The incurred cost is authorized in the UPWP. The maximum amount payable under this agreement shall not exceed the total budgeted amount outlined in the UPWP in accordance with 43 TAC §16.52.
- C. The cost has actually been incurred by the MPO and meets the following criteria:
 1. Is verifiable from MPO records;
 2. Is not included as match funds for any other federally-assisted program;
 3. Is necessary and reasonable for the proper and efficient accomplishment of program objectives;
 4. Is the type of charge that would be allowable under 2 CFR 200 Revised, "Cost Principles for State, Local, and Indian Tribal Governments" and the state's UGMS; and

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5. Is not paid by the Department or federal government under another assistance program unless authorized to be used as match under the other federal or state agreement and the laws and regulations to which it is subject.
- D. After October 1st of each year, the Department will issue a work order to the MPO establishing the effective date of work and the total funds authorized. If the UPWP is subsequently revised, necessitating a revision to the original work order, or the Department deems a revision necessary, a revised work order may be issued at any time throughout the fiscal year. If the amount in the UPWP differs from the amount in the work order, the amount in the work order prevails.
- E. The MPO is authorized to submit requests for payment of authorized costs incurred under this agreement on a semi-monthly basis, but no more than twenty four (24) times a year and no less than monthly as expenses occur. Each request for payment shall be submitted in a manner acceptable to the Department, which includes, at a minimum, the following information:
1. UPWP budget category or line item;
 2. Description of the cost;
 3. Quantity;
 4. Price;
 5. Cost extension; and
 6. Total costs
- F. The MPO shall submit the final bill from the previous fiscal year to the Department no later than December 31st of the calendar year in which that fiscal year ended. Any bills submitted after December 31 for a fiscal year in which the funds have been de-obligated will be processed against the current year's UPWP.
- G. Payment of costs is contingent upon compliance with the terms of Article 3 (Responsibilities of the MPO) of this agreement. Noncompliance may result in cancellation of authorized work and suspension of payments after a thirty (30) day notification by the Department to the MPO.

Article 9. Reporting

To permit program monitoring and reporting, the MPO shall submit reports as required in Article 3 (Responsibilities of the MPO) of this agreement. If task expenditures overrun or underrun a budgeted task amount by twenty-five percent (25%) or more, the annual performance and expenditure report must include an explanation for the overrun or underrun.

Article 10. Indemnification

- A. To the extent possible under state law, the MPO shall save harmless the Department and its officers and employees from all claims and liability that are due to activities of the MPO, its agents, or its employees performed under this agreement and that are caused by or result from error, omission, or negligent act of the MPO or of any person employed by the MPO.
- B. To the extent possible under state law, the MPO shall also save harmless the Department from any and all expense, including but not limited to, attorney fees that may be incurred by the Department in litigation or otherwise resisting claims or liabilities that may be imposed on the Department as a result of the activities of the MPO, its agents, or its employees.

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Article 11. Inspection of Work and Retention of Documents

- A. The Department and, when federal funds are involved, the U. S. Department of Transportation (USDOT), and their authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises on which it is being performed.
- B. If any inspection or evaluation is made on the premises of the MPO or a subcontractor, the MPO shall provide or require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.
- C. The MPO agrees to maintain all books, documents, papers, computer generated files, accounting records, and other evidence pertaining to costs incurred and work performed under this agreement, and shall make those materials available at its office during the time period covered and for seven (7) years from the date of final payment under the UPWP. Those materials shall be made available during the specified period for inspection by the Department, the USDOT, and the Office of the Inspector General of the USDOT and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions.
- D. The state auditor may conduct an audit or investigation of any entity receiving funds from the Department directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit under the state's UGMS.

Article 12. Work Performance

All work performed under this agreement shall be carried out in a professional and orderly manner, and the products authorized in the UPWP shall be accurate and exhibit high standards of workmanship.

Article 13. Disputes

The MPO shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of work under this agreement. In the event of a dispute between the Department and the MPO concerning the work performed under this agreement in support of the urban transportation planning process, the dispute shall be resolved through binding arbitration. Furthermore, the arbiter shall be mutually acceptable to the Department and the MPO.

Article 14. Non-Collusion

The MPO shall warrant that it has not employed or retained any company or person, other than a bona fide employee working for the MPO, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the MPO breaches or violates this

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warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of the fee, commission, brokerage fee, gift, or contingent fee.

Article 15. Subcontracts

- A. Any subcontract for services rendered by individuals or organizations not a part of the MPO's organization shall not be executed without prior authorization and approval of the subcontract by the Department and, when federal funds are involved, the USDOT. All work in the subcontract is subject to the state's UGMS. If the work for the subcontract is authorized in the current approved UPWP, and if the MPO's procurement procedures for negotiated contracts have been approved by the Department either directly or through self-certification by the MPO, the subcontract shall be deemed to be authorized and approved, provided that the subcontract includes all provisions required by the Department and the USDOT.
- B. Subcontracts in excess of \$25,000 shall contain all required provisions of this agreement.
- C. No subcontract will relieve the MPO of its responsibility under this agreement.

Article 16. Termination

- A. The Department may terminate this agreement at any time before the date of completion if the Governor withdraws his designation of the MPO. The Department or the MPO may seek termination of this agreement pursuant to Article 13 (Disputes) if either party fails to comply with the conditions of the agreement. The Department or the MPO shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.
- B. The Department may terminate this agreement for reasons of its own, subject to agreement by the MPO.
- C. The parties to this agreement may terminate this agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the parties shall agree upon the termination conditions.
- D. Upon termination of this agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the option of the Department, be delivered to the Department.
- E. The Department shall reimburse the MPO for those eligible expenses incurred during the agreement period that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

Article 17. Force Majeure

Except with respect to defaults of subcontractors, the MPO shall not be in default by reason of failure in performance of this agreement in accordance with its terms (including any failure by the MPO to progress in the performance of the work) if that failure arises out of causes beyond the control and without the default or negligence of the MPO. Those causes may include but are not limited to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however,

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the failure to perform must be beyond the control and without the fault or negligence of the MPO.

Article 18. Remedies

- A. Violation or breach of agreement terms by the MPO shall be grounds for termination of the agreement. Any costs incurred by the Department arising from the termination of this agreement shall be paid by the MPO.
- B. This agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 19. Gratuities

- A. Employees of the Department or the MPO shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with the Department or the MPO under this agreement.
- B. Any person doing business with, or who may do business with the Department or the MPO under this agreement, may not make any offer of benefits, gifts, or favors to Department or the MPO employees. Failure on the part of the Department or the MPO to adhere to this policy may result in termination of this agreement.

Article 20. Compliance with Laws

The parties to this agreement shall comply with all federal and state laws, statutes, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the MPO shall furnish the Department with satisfactory proof of its compliance.

Article 21. Successors and Assigns

No party shall assign or transfer its interest in this agreement without written consent of the other parties.

Article 22. Debarment Certifications

The MPO is prohibited from making any award or permitting any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. By executing this agreement, the MPO certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The MPO shall require any party to a subcontract or purchase order awarded under this agreement as specified in 49 CFR Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds and, when requested by the Department, to furnish a copy of the certification.

Article 23. Equal Employment Opportunity

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The parties to this agreement agree to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR §60).

Article 24. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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Article 25. Nondiscrimination on the Basis of Disability

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

Article 26. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The MPO shall adopt, in its totality, the State's federally approved DBE program.
- C. The MPO shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The MPO shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each MPO contract with a subprovider. The MPO shall be responsible for documenting its actions.
- D. The MPO shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The MPO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The MPO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the MPO of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the MPO signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

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Article 27. Procurement and Property Management Standards

- A. The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the MPO's procurement procedures for purchases to be eligible for state or federal funds.
- B. The MPO agrees to comply with applicable Buy America requirements set forth in the Surface Transportation Assistance Act of 1978 (Pub. L. 95-599) §401 and the FTA's Buy America regulations in 49 CFR Part 661.
- C. The MPO agrees to comply with the cargo preference requirements set forth in 46 USC §55305 and Maritime Administration regulations set forth in 46 CFR Part 381.

Article 28. Environmental Protection and Energy Efficiency

- A. The MPO agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 USC §7602; Section 508 of the Clean Water Act 33 USC §1368; Executive Order 11738 and Title 40 CFR, "Protection of Environment." The MPO further agrees to report violations to the Department.
- B. The MPO agrees to recognize standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

Article 29. Federal Reimbursement

The MPO shall be responsible for any funds determined to be ineligible for federal reimbursement, and shall reimburse the Department the amount of those funds previously provided to it by the Department.

Article 30. Control of Drug Use

The MPO agrees to comply with the terms of the FTA regulation, "Prevention of Alcohol Misuse and Prohibited Drug Use in Mass Transit Operations," set forth in 49 CFR Part 655.

Article 31. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the

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signatory for the MPO shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 32. Amendments

Any change to one or more of the terms and conditions of this agreement shall not be valid unless made in writing and agreed to by the parties before the change is implemented.

Article 33. Distribution of Products

- A. The MPO shall provide a number of copies to be specified by the Department of all information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by the MPO and financed, in whole or in part, as provided in this agreement. All reports published by the MPO shall contain the following prominent credit reference to the Department, USDOT, FHWA, and FTA:
Prepared in cooperation with the Texas Department of Transportation and the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration.
- B. Upon termination of this agreement, all documents prepared by the MPO or furnished to the MPO by the Department, shall be delivered to the Department. All documents, photographs, calculations, programs, and other data prepared or used under this agreement may be used by the Department without restriction or limitation of further use.

Article 34. Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Article 35. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Article 36. Copyrights

The Department and the USDOT shall, with regard to any reports or other products produced under this agreement, reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

Article 37. Federal Funding Accountability and Transparency Act Requirements

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- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The MPO agrees that it shall:
1. Obtain and provide to the Department a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site at <https://www.sam.gov/portal/public/SAMI/>;
 2. Obtain and provide to the Department a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website at <http://fedgov.dnb.com/webform/>; and
 3. Report the total compensation and names of its top five (5) executives to the Department if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

Article 38. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the MPO must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the MPO's fiscal year, the MPO must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the MPO will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

Article 39. Notices

All notices to any party by the other parties required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

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MPO/Fiscal Agent:	Mike Eastland, Executive Director North Central Texas Council of Governments 616 Six Flags Drive Arlington, Texas 76011
MPO Policy Committee:	Michael Morris, P.E. Director of Transportation 616 Six Flags Drive Arlington, Texas 76011
Department:	Director, Transportation Planning & Programming Division Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided in this agreement. Any party may change the above address by sending written notice of the change to the other parties. Any party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other parties.

Article 40. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the Department, the North Central Texas Council of Governments as the MPO and Fiscal Agent and the Regional Transportation Council as the MPO Policy Committee in triplicate.

REGIONAL TRANSPORTATION COUNCIL

Michael Morris

Signature

Michael Morris P.E.

Director of Transportation

Title
Date 9/28/18

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland

Signature

Mike Eastland

Executive Director

Date 9/28/18

Contract No.:	50-19XF0006
Federal Highway Administration:	
CFDA Title:	
CFDA No.:	20.205-20.505
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 THE DEPARTMENT

Signature

Peter Smith

Typed or Printed Name

Director, Transportation Planning and Programming Division, Texas Department of Transportation

Title

9/24/2018

Date

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STATE OF TEXAS §

COUNTY OF TRAVIS §

METROPOLITAN PLANNING AGREEMENT

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the “Department,” Regional Transportation Council (MPO), and North Central Texas Council of Governments, which serves as the Fiscal Agent for the MPO.

W I T N E S S E T H

WHEREAS, 23 United States Code (USC) §134 and 49 USC §5303 require that MPOs, in cooperation with the Department and transit agencies, develop transportation plans and programs for urban areas of the State; and

WHEREAS, 23 Code of Federal Regulations (CFR) §450.314 requires the MPO, State, and public transportation operators within each metropolitan planning area (MPA) to enter into a written agreement to clearly identify the responsibilities of the parties in carrying out the metropolitan planning process; and

WHEREAS, 23 USC §104(d) authorizes Metropolitan Planning funds and 49 USC §5305 authorizes funds to be made available to MPOs to support the urban transportation planning process; and

WHEREAS, the Department participates in the Consolidated Planning Grant program in which federal transit planning funds authorized under 49 USC §5305 are transferred to the Federal Highway Administration (FHWA), combined with additional federal funds, and distributed to the state as a single distribution; and

WHEREAS, the federal share payable for authorized activities using the Consolidated Planning Grant funds, also known as Transportation Planning Funds (TPF), is eighty percent (80%) of allowable costs; and

WHEREAS, Texas Transportation Code §221.003 authorizes the Department to expend federal and state funds for improvements to the state highway system; and

WHEREAS, Texas Transportation Code §201.703 authorizes the Department to expend federal funds and to provide state matching funds for allowable costs necessary for the improvement of roads not in the state highway system; and

WHEREAS, this agreement outlines the requirements and responsibilities of the parties for federal reimbursement using TPF and other federal transportation funds that may be used for

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planning (e.g., Surface Transportation Program, National Highway System, Congestion Mitigation and Air Quality, etc.); and

WHEREAS, an area equal to or larger than the above-mentioned urban area(s) has been delineated in accordance with federal and state guidelines where required metropolitan transportation planning activities may take place; and

WHEREAS, 23 CFR §420.117 requires that in accordance with 49 CFR §18.40, the Department shall monitor all activities performed by its staff or by Subrecipients with FHWA planning and research funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met;

NOW, THEREFORE, it is agreed as follows:

A G R E E M E N T

Article 1. Definitions

- A. **Department** – Texas Department of Transportation acting on behalf of the State of Texas.
- B. **Federal Fiscal Year** – A twelve-month period commencing on October 1 of each calendar year and ending on September 30 of the following calendar year, inclusive of both dates.
- C. **Fiscal Agent** – The third-party entity that accepts and is responsible for providing various financial, grants, and administrative duties on behalf of the MPO.
- D. **Metropolitan Planning Area (MPA)** – The geographic area and boundaries cooperatively determined by agreement between the metropolitan planning organization and the Governor under 23 CFR §450.312 as the subject area for conducting the metropolitan planning process as required by 23 USC §134 and 49 USC §§5303-5306.
- E. **Metropolitan Planning Organization (MPO)** – The policy-making body, often referred to as the policy board, policy committee, or regional transportation council designated under 23 USC §134, 49 USC §5303, and Texas Transportation Code §472.031, responsible for overseeing the metropolitan transportation planning process, establishing overall transportation policy for the MPO, and making necessary approvals. The MPO consists of governmental agencies and any additional agencies or organizations added, as specified in the MPO’s bylaws, as amended.
- F. **Nonattainment Area** – A geographic area as defined in 42 USC §7501 under section 107 of the Clean Air Act that does not meet the national primary or secondary ambient air quality standard for the air pollutant for which a national ambient air quality standard exists.
- G. **MPO Director** – The MPO’s lead staff member responsible for overseeing the planning process and implementing the MPO’s goals and policies. This role includes supporting and reporting to the MPO governing body, as well as interacting with local, state, and federal agencies. The MPO Director may also be referred to as the Executive Director or a similar title, as specified in the MPO bylaws, as amended.
- H. **Pass-Through Entity** – A non-federal entity that provides a Subaward to a Subrecipient to carry out part of a federal program as defined in 2 CFR §200.1, as amended.
- I. **State Fiscal Year** – A twelve-month period commencing on September 1 of each calendar year and ending on August 31 of the following calendar year, inclusive of both dates.

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- J. **Subaward** – As defined in 2 CFR §200.1, as amended, an award provided by a pass-through entity to a Subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A Subaward may be provided through any form of legal agreement consistent with criteria in 2 CFR §200.331, including an agreement the pass-through entity considers a contract.
- K. **Subcontractor** – An entity that receives a subcontract.
- L. **Subrecipient** – As defined in 2 CFR §200.1, as amended, a non-federal entity that receives a Subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- M. **Transportation Management Area (TMA)** – An urban area with a population over 200,000, as defined by the Bureau of the Census and designated by the Secretary of the U.S. Department of Transportation (USDOT), or upon special request from the Governor and the MPO designated for the area as described in 49 USC 5303(k), as amended.
- N. **Transportation Planning Funds (TPF)** – In accordance with 23 CFR Part 420, FHWA Metropolitan Planning (PL-112) funds and Federal Transit Administration (FTA) Section 5303 (§5303) funds provided by the Department to MPOs to carry out metropolitan planning provisions under 23 USC §134. TPF are allocated through a distribution formula developed by the Department and approved by FHWA. At the federal level, TPF are referred to as Consolidated Planning Grants.

Article 2. Agreement Period

- A. This Agreement becomes effective when signed by all parties making the agreement fully executed. The Department shall not continue its obligation to the MPO under this agreement if: the MPO designation is withdrawn by the Governor; federal funds cease to become available; or the agreement is superseded, terminated, or expired.
- B. This Agreement expires on **August 31, 2031**. No fewer than one hundred and twenty (120) days before the expiration date, the Department may, at its sole discretion, exercise in writing an option to extend the agreement by a period of no more than two years. The Department may exercise this option no more than two times. If all terms and conditions of this agreement remain viable and no amendment to the existing agreement or new agreement is required, a letter from the Department to the MPO shall constitute renewal of this agreement subject to all terms and conditions specified in this agreement. However, an amendment or a new agreement may be executed, if necessary.

Article 3. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Article 4. Responsibilities of the Department

The responsibilities of the Department are as follows:

- A. Assist in the development of the Unified Planning Work Program (UPWP), approve the format of work programs submitted by the MPO, and, where required by federal law or regulation, monitor the MPO's performance of activities and expenditure of funds under a UPWP. Where monitoring is not required, the Department is responsible for reviewing the

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MPO's activities and expenditure of funds and will comment on and make suggestions relating to those activities and expenditures.

- B. Develop a timeline for development of the UPWP, Annual Performance and Expenditure Report (APER), and Transportation Improvement Program (TIP) by the MPO. In consultation with the MPOs, establish a standard format for each to be used by all MPOs in accordance with Texas Administrative Code (TAC), Title 43, §§16.52 and 16.101.
- C. Make available to the MPO its share of all TPF and provide any non-federal match authorized by the Texas Transportation Commission. The Department will distribute TPF to the MPO based on a formula developed by the Department, in consultation with the MPOs, and approved by FHWA, FTA, and other applicable federal agencies.
- D. Provide to the MPO, as appropriate, technical assistance and guidance for the collection, processing, and forecasting of socio-economic data needed for the development of traffic forecasts, plans, programs, and planning proposals within the MPA, including collecting, processing, and forecasting vehicular travel volume data in cooperation with the MPO, as appropriate.
- E. Jointly promote with the MPO the development of the intermodal transportation system within the MPA by identifying points in the system where access, connectivity, and coordination between the modes and inter-urban facilities would benefit the entire system.
- F. Share with the MPO information, data, and sources to assist the MPO in carrying out required planning activities, including but not limited to the development of financial plans and future funding estimates.
- G. Cooperatively develop and share information with the MPO related to transportation performance data, the selection of performance targets, the reporting of performance targets, tracking progress toward attainment of critical regional outcomes, and the collection of data for the State asset management plan for the National Highway System (NHS).
- H. Provide the MPO with an updated organizational chart reflecting any changes to, and contact information for, planning personnel assigned to support the MPO in a timely manner.
- I. Provide oversight in cooperation with the MPO on federal awards, including monitoring the activities of the MPO under federal awards to ensure compliance with all requirements and in meeting performance expectations.
- J. Ensure sufficient processes are in place to monitor Subrecipients in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This includes:
 - 1. Evaluating Subrecipient's risk of non-compliance,
 - 2. Monitoring Subrecipient activities, and
 - 3. Verifying Subrecipients are audited as required by 2 CFR Part 200 and Article 12 (Single Audit Report) of this Agreement.
- K. Ensure that Subrecipients of federal funds comply with federal statutes, regulations, and the terms and conditions of the Subaward.
- L. Evaluate each Subrecipient's fraud risk and risk of noncompliance with a Subaward to determine the appropriate Subrecipient monitoring described in 2 CFR Part 200.

Article 5. Responsibilities of the MPO

The MPO is the policy-making body, often referred to as the policy board, policy committee, or regional transportation council as defined above, and is the organization created to ensure that the comprehensive performance-based multimodal transportation planning process is based on

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a continuing, cooperative, and comprehensive (commonly referred to as the 3C) planning process.

The responsibilities of the MPO are as follows:

- A. Ensure that all state and federally required metropolitan planning and programming activities are carried out in accordance with applicable laws and regulations, as amended, including but not limited to those set forth in:
 1. 23 USC §134. Metropolitan transportation planning
 2. 23 USC §135. Statewide and nonmetropolitan transportation planning
 3. 49 USC §5303. Metropolitan transportation planning
 4. 49 USC §5326. Transit asset management (c) Performance Measures and Targets
 5. 49 USC §5329. Public transportation safety program (d) Public Transportation Agency Safety Plan
 6. 23 CFR Part 420 Planning and Research Program Administration
 7. 23 CFR Part 450 Planning Assistance and Standards
 8. 23 CFR Part 490 National Performance Management Measures
 9. 43 TAC Part 1 Chapter 16 Subchapter B Transportation Planning, and Subchapter C Transportation Programs
 10. Transportation Code §201.9911 Planning Organization 10-Year Plan
- B. Use funds provided in accordance with this Agreement to develop and maintain a comprehensive regional transportation planning program, including but not limited to the development of financial plans, in accordance with federal and state laws and regulations, including the requirements of the Texas Comptroller of Public Accounts Texas Grant Management Standards (TxGMS).
- C. To prevent plan or program lapses and meet update frequencies or schedules, the MPO shall initiate development well in advance of lapse dates. Furthermore, the MPO shall coordinate with the Department, notify them and their stakeholders of any anticipated lapse dates, and implement corrective actions to mitigate or prevent impacts due to delays.
- D. Produce the following, as applicable, in coordination with the Department ensuring adherence to applicable requirements and regulations in a professional, orderly, and timely manner accurately reflecting high standards of work:
 1. Metropolitan Transportation Plan (MTP)
 2. 10-Year Transportation Plan
 3. Transportation Improvement Program (TIP)
 4. Unified Planning Work Program (UPWP)
 5. Public Participation Plan (PPP)
 6. Congestion Management Process (CMP), if the MPO is within a Transportation Management Area (TMA)
 7. MPA boundary designation
 8. Other planning documents as may be required by the Department or state or federal laws or regulations
- E. Produce or develop the following, as applicable, in coordination with the Department in a professional, orderly, and timely manner accurately reflecting high standards of work:
 1. Annual Listing of Obligated Projects (ALOP or APL)
 2. Annual Performance and Expenditures Report (APER)

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3. Congestion Mitigation and Air Quality Improvement Program (CMAQ) Annual Report, if applicable
 4. Transportation Alternatives Annual Report, if applicable
 5. Performance Measures targets, which may include adoption of the State's targets or MPO specific targets
 6. Other reports as may be required by the Department or state or federal laws or regulations
- F. Provide an explanation in the APER if task expenditures exceed or fall short of the budgeted task amount by twenty-five percent (25%) or more.
 - G. Provide planning policy direction to the MPO director, as the lead MPO staff person, and ensure MPO duties are carried out in a cooperative manner.
 - H. Assemble and maintain an adequate, competent staff, including an MPO director, with the knowledge, skills, abilities, and experience to perform all MPO activities required by law. The MPO shall provide the Department with an updated organizational chart and contact information following any lead personnel changes in a timely manner.
 - I. Ensure accurate charging, including MPO staff hours, vacation, sick and other forms of paid leave.
 - J. Exercise the authority to appoint, direct, evaluate, and relinquish duties of the MPO director in accordance with the MPO bylaws and this Agreement. If the MPO bylaws do not address this responsibility, this Agreement shall take precedence. If the MPO bylaws assign this responsibility to a different entity, the MPO bylaws shall prevail.
 - K. Forecast, collect, and maintain appropriate socio-economic, roadway, and travel data on a timely basis, in cooperation with the Department.
 - L. Share information and resources with the Department and appropriate stakeholders concerning transportation planning issues.
 - M. Participate in other related planning efforts and studies with the Department and other regional partners.
 - N. Ensure the settlement of all contractual and administrative issues arising out of procurement entered into in support of work under this Agreement.
 - O. Monitor the activities of the MPO staff and Subcontractors under the federal award to ensure compliance with all requirements and performance expectations.

Article 6. Responsibilities of the Fiscal Agent

The responsibilities of the Fiscal Agent are as follows:

- A. Maintain required accounting records for state and federal funds consistent with federal and state record retention requirements.
- B. Make available funding approved in the UPWP to ensure the MPO can fulfill its obligations in this Agreement.
- C. Provide human resource services to the MPO in a timely manner to ensure the MPO can fulfill its obligations in this agreement.
- D. Provide benefits for the MPO staff that shall be the same as the Fiscal Agent normally provides its own employees; or as determined through an agreement between the MPO and the Fiscal Agent. Costs incurred by the Fiscal Agent for these benefits may be reimbursed by the MPO, in accordance with federal and state laws, rules, and regulations.

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- E. Establish procedures and policies for procurement and purchasing by or for the MPO, in cooperation with the MPO, and subject to prior approval by the Department, including any subsequent updates.

Article 7. Unified Planning Work Program (UPWP)

- A. The MPO shall annually or biennially develop and submit an approved UPWP and any subsequent amendments to the Department that meet federal and state requirements in accordance with the Department’s established format and timeline.
- B. A UPWP submitted in a format other than the standard format developed by the Department will not be approved.
- C. Failure to adhere to the timeline developed by the Department may result in a delay in the authorization for the MPO to incur costs.
- D. The UPWP shall include:
 1. Goals, objectives, and tasks required by each of the agencies involved in the metropolitan transportation planning process.
 2. Transportation planning work tasks to be funded by federal, state, or local planning funds.
 3. A description of all planning work within the MPA and the resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds for a period of one (1) year or two (2) years unless otherwise agreed to by the Department and the MPO. The UPWP shall reflect only that work that can be accomplished during the time period of the UPWP.
- E. The MPO may engage with other agencies, non-profit organizations, or contractors for specific UPWP elements pursuant to 23 CFR Part 450.
- F. The use of MPO staff time in a UPWP product or task shall be clearly described in the UPWP, accounting for administrative tasks with details for staff roles and responsibilities.
- G. The MPO shall approve the UPWP and any subsequent revisions, and shall not delegate the approval authority, except for corrective actions. Corrective actions are those that do not change the scope of work, result in an increase or decrease in the amount of task funding, or affect the overall budget. Examples of corrective actions include typographical, grammatical, or syntax corrections.
- H. The effective date of each UPWP will be October 1st of each year or the date of approval from the appropriate oversight agency, whichever occurs later. On that date, the UPWP shall constitute a new federal project and shall supersede the previous UPWP.
- I. The MPO shall not incur any costs for work outlined in the UPWP or any subsequent amendments (i.e., adding new work tasks or changing the scope of existing work tasks) prior to receiving approval from the Department. Any costs incurred prior to receiving Department approval or not included in the approved UPWP are not eligible for reimbursement from TPF.
- J. The use of TPF shall be limited to transportation planning activities affecting the transportation system within the boundaries of a designated MPA. Costs incurred for transportation planning activities outside the boundaries of a designated MPA are not eligible for reimbursement unless an MPO determines that data collection and analysis activities relating to land use, demographics, or traffic or travel information conducted outside its boundaries affects the transportation system within its boundaries and the activities are specifically identified in the MPO’s approved UPWP.

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- K. The use of TPF is limited to corridor/subarea level planning or multimodal or system-wide transit planning studies. Major investment studies and environmental studies are considered corridor level planning. Use of TPF by the MPO for engineering plans, specifications, and estimates (PS&E) and construction administration is not allowed unless otherwise authorized by federal law or regulation and in cooperative agreement with the Department.
- L. Costs incurred by the MPO shall not exceed the total budgeted amount of the UPWP without prior approval of the MPO and the Department. Costs incurred on individual work tasks shall not exceed that task budget by twenty-five percent (25%) without prior approval of the MPO and the Department. If the costs exceed 25% of the task budget, the UPWP shall be revised, approved by the MPO, and submitted to the Department for approval.
- M. Travel outside the State of Texas by MPO staff and other agencies participating in the MPO planning process must be approved by the Department if funded with TPF. The MPO must receive approval prior to incurring any costs associated with the actual travel (e.g., registration fee). This provision will not apply if the travel is at the request of the Department. Travel to the State of Arkansas by the Texarkana MPO staff and travel to the State of New Mexico by the El Paso MPO staff shall be treated as in-state travel if applicable.
- N. The cost of travel incurred by elected officials serving on the MPO for MPO-related business is eligible for reimbursement with TPF.
- O. The Department closely monitors progress of the UPWP. If the Department finds that the MPO is not making adequate progress toward fulfilling the work program, it may request mitigating actions.
- P. Should any conflict be discovered between the terms of this agreement and the UPWP, the terms of this Agreement shall prevail.

Article 8. Compensation

The Department’s reimbursement of any cost incurred under this Agreement is contingent upon all of the following:

- A. Federal funds are available to the Department in a sufficient amount for making payments.
- B. The incurred cost is authorized in the UPWP. The maximum amount payable under this Agreement shall not exceed the total budgeted amount.
- C. The cost has actually been incurred by the MPO and meets the following criteria:
 - 1. Is verifiable from MPO records;
 - 2. Is not included as match funds for any other federally assisted program;
 - 3. Is necessary and reasonable for the proper and efficient accomplishment of program objectives;
 - 4. Is allowable under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the state’s TxGMS; and
 - 5. Is not paid by the Department or federal government under another assistance program unless authorized to be used as match under the other federal or state agreement and the laws and regulations to which it is subject.
- D. After October 1st of each year, the Department will issue a work order to the MPO establishing the effective date of work and the total funds authorized. If the UPWP is subsequently revised, necessitating a revision to the original work order, or the Department deems a revision necessary, a revised work order may be issued at any time throughout the federal fiscal year. If the amount in the UPWP differs from the amount in the work order, the amount in the work order prevails.

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- E. The MPO is authorized to submit requests for reimbursement (RFR) of authorized costs incurred under this Agreement no more than fifteen (15) times a year and no less than monthly as expenses occur. Each RFR shall be submitted in a manner and format specified to the Department. An RFR submitted in a format other than the standard format developed by the Department will not be accepted.
- F. The MPO shall submit the final RFR from the previous federal fiscal year to the Department no later than ninety (90) days after the end of the federal fiscal year. Any RFRs submitted more than ninety (90) days after the end of the fiscal year in which the funds have been de-obligated will be processed against the current federal fiscal year's UPWP.
- G. Reimbursement of costs is contingent upon compliance with the terms of Article 5 (Responsibilities of the MPO) of this Agreement. Noncompliance may result in cancellation of authorized work and suspension of reimbursements after a thirty (30) day notification by the Department to the MPO.
- H. A compliant RFR shall be reimbursed by the Department to the MPO within fifteen (15) business days of submission.
- I. If corrections are needed to the RFR, including but not limited to mistakes or missing information, the Department will notify the MPO that the RFR has been rejected and provide an explanation within fifteen (15) business days of submission. The Department may coordinate with the MPO to resolve any discrepancies or inconsistencies.
- J. A corrected invoice for an RFR that was previously submitted, whether the original RFR was rejected or under review, will restart the fifteen (15) business day review period for the Department to reimburse an MPO.
- K. The MPO shall be responsible for any funds determined to be ineligible for federal reimbursement and shall reimburse the Department the amount of those funds previously provided to it by the Department.
- L. The Department's acceptance of an invoice does not constitute approval or acceptance of work performed nor work products.

Article 9. Procurement and Property Management Standards

- A. The parties to this Agreement shall adhere to the procurement standards in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the state's TxGMS. The Department must pre-approve the MPO's procurement procedures for purchases to be eligible for state or federal funds.
- B. The MPO agrees to comply with applicable Build America, Buy America requirements set forth in the Infrastructure Investment and Jobs Act (Pub. Law 117-58), 23 USC §313, 23 CFR §635.410, 49 CFR Part 661, and 2 CFR Part 184, Buy America Preferences for Infrastructure Projects.
- C. The Subrecipient shall pay invoices to vendors within thirty (30) days of receipt in accordance with Texas Government Code §2251.021.

Article 10. Subcontracts

- A. Any subcontract for services in implementing any tasks specified in the UPWP, rendered by individuals or organizations not a part of the MPO, shall not be executed without prior authorization and approval of the subcontract by the Department and, when federal funds are involved, the USDOT. All work in the subcontract is subject to the state's TxGMS. If the work for the subcontract is authorized in the current approved UPWP, and if the MPO's

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procurement procedures for negotiated contracts have been approved by the Department either directly or through self-certification by the MPO, the subcontract shall be deemed to be authorized and approved, provided that the subcontract includes all provisions required by the Department and the USDOT.

- B. Subcontracts exceeding \$10,000 shall contain all required provisions of this Agreement.
- C. No subcontract will relieve the MPO of its responsibility under this Agreement.
- D. Subcontractors shall comply with the Fiscal Agent procurement policy and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Article 11. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.
- B. The MPO or Fiscal Agent, as applicable, agrees that it shall annually obtain and provide to the Department a Unique Entity Identifier (UEI), or the Entity ID, a unique twelve-character alphanumeric ID that allows the federal government to track the distribution of federal money.

Article 12. Single Audit Report

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$1,000,000 or more are met during the federal fiscal year, the MPO must submit a Single Audit Report and Management Letter (if applicable) to the Department’s Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact the Department’s Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the federal fiscal year, the MPO must submit a statement to the Department’s Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the UPWP remains open for federal funding expenditures, the MPO will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of this Agreement, unless otherwise amended or the UPWP has been formally closed out and no charges have been incurred within the current federal fiscal year.

Article 13. Inspection of Work and Retention of Documents

- A. The Department, and USDOT when federal funds are involved, and their authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises on which it is being performed.
- B. If any inspection or evaluation is made on the premises of the MPO or a Subcontractor, the MPO shall provide or require its Subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their

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duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

- C. The MPO agrees to maintain all books, documents, papers, computer generated files, accounting records, and other evidence pertaining to costs incurred and work performed under this Agreement and shall make those materials available at its office during the time period covered and for seven (7) years from the date of final payment under the UPWP, or as required under the Texas State Records Retention Schedule, as amended. A state record may not be destroyed if its retention period has expired or expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record; its destruction shall not occur until the completion of the action and the resolution of all issues. Within fifteen (15) business days of receiving notice from the Department, these materials shall be made available for inspection by the Department, the USDOT, the Office of the Inspector General of the USDOT, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions.
- D. The state auditor may conduct an audit or investigation of any entity receiving funds from the Department directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit under the state's TxGMS.

Article 14. Non-Collusion

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

Article 15. Force Majeure

Except with respect to defaults of Subcontractors, the MPO shall not be in default by reason of failure in performance of this Agreement in accordance with its terms (including any failure by the MPO to progress in the performance of the work) if that failure arises out of causes beyond the control, and without the fault or negligence, of the MPO. Those causes may include, but are not limited, to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the MPO.

Article 16. Remedies

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This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 17. Gratuities

- A. Employees of the Department or the MPO shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with the Department or the MPO under this Agreement.
- B. Any person doing business with, or who may do business with the Department or the MPO under this Agreement, may not make any offer of benefits, gifts, or favors to the Department or the MPO employees. Failure on the part of the Department or the MPO to adhere to this policy may result in termination of this Agreement.

Article 18. Compliance with Laws

The parties to this Agreement shall comply with all applicable federal and state laws, statutes, rules, and regulations, as well as the orders and decrees of any courts or administrative bodies or tribunals, as may be amended from time to time, in any matter affecting the performance of this Agreement. This includes, but is not limited to, compliance with workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations, civil rights compliance, nondiscrimination, and equal opportunity statutes and authorities. When required, the MPO shall furnish the Department with satisfactory proof of its compliance.

Article 19. Debarment Certifications

The MPO is prohibited from making any award or permitting any award at any tier to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. By executing this Agreement, the MPO certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs. The MPO shall require any party to a subcontract or purchase order awarded under this agreement as specified in 49 CFR Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds and, when requested by the Department, to furnish a copy of the certification. The MPO shall verify with the Comptroller of Public Accounts and System for Award Management (SAM.gov) that vendors are not suspended or debarred before executing the contract.

Article 20. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. As applicable, the parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. As applicable, the MPO shall incorporate into its contracts with Subcontractors a DBE goal consistent with the State’s DBE goal and in consideration of the local market, project size, and nature of the goods or services to be acquired. As applicable, the MPO shall submit its proposed scope of services and quantity estimates to the State to allow the State to

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establish a DBE goal for each MPO contract with a Subcontractor. As applicable, the MPO shall be responsible for documenting its DBE actions.

- C. The MPO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or, as applicable, in the administration of its DBE program. The MPO shall take all necessary and reasonable steps to ensure non-discrimination in award and administration of subcontracts. The State’s DBE program, as applicable, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation. As applicable, failure to comply shall be treated as a violation of this Agreement. Upon notification to the MPO of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC §1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC §3801 et seq.).
- D. Each contract the MPO signs with a Subcontractor (and each subcontract the prime contractor signs with a Subcontractor) must include the following assurance: *The Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

Article 21. Environmental Protection and Energy Efficiency

- A. The MPO agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 USC §7602; Section 508 of the Clean Water Act 33 USC §1368; Executive Order 11738 and Title 40 CFR, “Protection of Environment.” The MPO further agrees to report violations to the Department.
- B. The MPO agrees to recognize standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

Article 22. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid, or will be paid, by or on behalf of the parties to any person for influencing, or attempting to influence, an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid, or will be paid to, any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the MPO shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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- C. The parties shall require that the language of this certification shall be included in the award documents for all Subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all Subrecipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty.

Article 23. Distribution of Products

- A. The MPO shall provide a number of copies to be specified by the Department of all information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by the MPO and financed, in whole or in part, as provided in this Agreement. All reports published by the MPO shall contain the following prominent credit reference to the Department, USDOT, FHWA, and FTA: *Prepared in cooperation with the Texas Department of Transportation and the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The preparation of this document was financed in part through grants from the U.S. Department of Transportation. The content of the document does not necessarily reflect the official views or policy of the U.S. Department of Transportation, Federal Highway Administration, Federal Transit Administration, or the Texas Department of Transportation. Acceptance of this document does not constitute a commitment on the part of any federal or state agency to participate in the development depicted therein nor does it indicate that any proposed development is environmentally acceptable in accordance with public laws.*
- B. Upon termination of this Agreement, all documents prepared by the MPO during the term of this Agreement, or furnished to the MPO by the Department, shall upon request be delivered to the Department. All documents, photographs, calculations, programs, and other data prepared or used under this Agreement may be used by the Department without restriction or limitation of further use.

Article 24. Copyrights

The Department and the USDOT shall, with regard to any reports or other products produced under this Agreement, reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

Article 25. Indemnification

- A. To the extent permitted by state law, the MPO and the Fiscal Agent shall indemnify and hold harmless the Department and its officers and employees from all claims and liability that are due to activities of the MPO, the Fiscal Agent, its agents, or its employees performed under this agreement and that are caused by or result from error, omission, or negligent act of the MPO or of any person employed by the MPO.
- B. To the extent permitted by state law, the MPO and the Fiscal Agent shall indemnify and hold harmless the department from any and all expense, including but not limited to, attorney fees that may be incurred by the Department in litigation or otherwise resisting claims or liabilities that may be imposed on the Department as a result of the activities of the MPO, its agents, or its employees.
- C. To the extent permitted by state law, the Department shall indemnify and hold harmless the MPO, the Fiscal Agent, agents, officers, and employees from all claims and liability that are

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due to activities of the Department, its agents, or employees performed under this agreement and that are caused by or result from error, omission, or negligent act of the Department or of any person employed by the Department.

- D. To the extent permitted by state law, the Department shall indemnify and hold harmless the MPO and the Fiscal Agent, agents, officers, and employees from all claims and liability that are due to activities of the from any and all expense, including but not limited to, attorney fees that may be incurred by the MPO or the Fiscal Agent, agents, officers, and employees from all claims and liability that are due to activities of the in litigation or otherwise resisting claims or liabilities that may be imposed on the MPO or its fiscal agent as a result of the activities of the Department, its agents, or employees.

Article 26. Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Article 27. Termination

- A. The Department may terminate this Agreement at any time before the date of completion if the Governor withdraws designation of the MPO.
- B. The Department or the MPO may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Department, the MPO, or the Fiscal Agent shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.
- C. The Department may terminate this Agreement for any reason upon ninety (90) days' notice to the MPO and the Fiscal Agent.
- D. The parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the parties shall agree upon the termination conditions.
- E. Upon termination of this Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the request of the Department, be delivered to the Department within ninety (90) days.
- F. The Department shall reimburse the MPO for those eligible expenses incurred during the Agreement period that are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

Article 28. Successors and Assigns

No party shall assign or transfer its interest in this Agreement without written consent of the other parties.

Article 29. Amendments

Any change to one or more of the terms and conditions of this Agreement shall not be valid unless made in writing and agreed to by all parties before the change is implemented.

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Article 30. Notices

All notices to any party by the other parties required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

MPO:	Rick Bailey, Chair Regional Transportation Council 616 Six Flags Drive Arlington, TX 76011
Fiscal Agent:	North Central Texas Council of Governments 616 Six Flags Drive Arlington, TX 76011
Department:	Director, Transportation Planning & Programming Division Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided in this Agreement. Any party may change the above address by sending written notice of the change to the other parties. Any party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be honored and carried out by the other parties.

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Article 31. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the Department, the MPO, and the Fiscal Agent in triplicate.

THE MPO

THE FISCAL AGENT

Signature

Rick Bailey
Typed or Printed Name

Policy Board Chair

Date

Signature

Typed or Printed Name

Title

Date

THE DEPARTMENT

Signature

Humberto Gonzalez, Jr., P.E., M.B.A
Typed or Printed Name

Director, Transportation Planning and
Programming Division
Texas Department of Transportation
Title

Date

From: Brian Barth <Brian.Barth@txdot.gov>
Sent: Thursday, May 14, 2026 10:02 AM
To: Rick Bailey <rickb@johnsoncountytexas.org>
Cc: Dan Kessler <dkessler@nctcog.org>; mmorris@nctcog.org <mmorris@nctcog.org>
Subject: FW: MPO Planning Agreement

**CAUTION: This email originated from outside of the Johnson County email system.
Use care when opening links or attachments. Report suspicious emails.**

Chairman,

In further support of our conversation last night, I wanted to confirm that the attached agreement—identical to the version sent on April 29, 2026—is the same standard agreement being executed with all MPOs across Texas. This agreement brings us into full compliance with Federal requirements regarding MPO membership composition. At this point, the agreement is finalized and ready for execution as is.

Please let me know if you have any questions or need further clarification. Thank you for your attention to this matter.

Best regards,

Brian R. Barth, P.E.
Deputy Executive Director, Program Delivery
Texas Department of Transportation
512-305-9527 (Office)
817-733-8188 (Mobile)
brian.barth@txdot.gov

From: Brian Barth
Sent: Wednesday, April 29, 2026 10:19 AM
To: "'Bailey, Comm Rick <rickb@johnsoncountytexas.org>'" <rickb@johnsoncountytexas.org>
Cc: DKessler@nctcog.org; Humberto "Tito" Gonzalez Jr <Humberto.Gonzalez@txdot.gov>; Casey Wells <Casey.Wells@txdot.gov>; James Kirk II <James.Kirk@txdot.gov>; Caroline Mays <Caroline.Mays@txdot.gov>; Brandye Hendrickson <Brandy.Hendrickson@txdot.gov>
Subject: MPO Planning Agreement

Chairman Bailey, attached is the draft agreement that we discussed yesterday afternoon. We believe this agreement is ready to be executed. Please let us know if you have any questions.

Thanks,

Brian R. Barth, P.E.
Deputy Executive Director, Program Delivery
Texas Department of Transportation



North Central Texas Council of Governments

Item 19

Exhibit: 2026-05-19-IIS

Meeting Date: May 28, 2026

Submitted By: Tim Barbee
Director of Information and Innovation Services/CIO

Item Title: Status Report - Presentation of 2026 Current Population Estimates

The North Central Texas Council of Governments (NCTCOG) has completed the 2026 Current Population Estimates for the North Central Texas region. This includes estimated population totals for all cities over 1,000 in population, each county, the twelve-county metropolitan planning area, and the region. Updated estimates for 2025 are also provided.

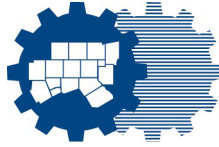
Local governments supplied input as part of the estimation process and were given an opportunity to review draft numbers prior to finalization. NCTCOG's population estimates are often cited and are recognized for their consistency and timeliness.

Sarah Jackson, Program Coordinator – Demographics & Geospatial Analytics, will be available at the Executive Board meeting to present the 2026 Current Population Estimates and to review highlights of the region's recent population growth.

NCTCOG EXECUTIVE BOARD ATTENDANCE

June 2025 - May 2026

Name	June	July	August	September	October	November	December	January	February	March	*April 13 - Special Mtg	April	*April 28 - Special Mtg	*May 13 - Special Mtg	May	TOTAL
Victoria Johnson President	P	P	P	P	P	P	NM	P	P	P	P	P	P	P		13
Jennifer Justice Vice President	P	P	P	V	P	P	NM	P	P	P	V	P	V	V		13
Brandon J. Huckabee Secretary/Treasurer	P	P	A	P	P	P	NM	P	P	V	V	V	A	A		10
Chris Hill Past President	A	P	A	P	P	P	NM	P	P	V	V	P	V	V		11
Christopher Boedeker	P	P	A	P	P	P	NM	V	P	P	A	P	A	V		10
David Bristol	V	P	P	P	P	V	NM	V	A	P	V	P	V	V		12
Carlos Flores	P	A	P	P	P	V	NM	P	P	P	V	P	A	V		11
T.J. Gilmore	P	P	P	A	P	V	NM	P	P	P	V	P	P	V		12
Darrell Hale				P	P	P	NM	P	P	P	V	V	A			8
Bowie Hogg	A	P	P	P	P	V	NM	A	P	P	P	P	P	P		11
Rick Horne	P	P	A	P	P	V	NM	P	P	P	V	P	V	V		12
Gary Hulsey	P	P	P	P	P	P	NM	A	P	P	P	P	P	P		12
Clay Jenkins	P	P	P	P	P	P	NM	P	P	P	V	P	V	P		13
Cara Mendelsohn	P	P	P	P	P	P	NM	P	P	P	V	P	V	V		13
Bobbie Mitchell	P	P	P	P	P	P	NM	P	P	P	A	P	V	V		12
Tim O'Hare	P	P	P	P	P	P	NM	P	P	P	V	P	P	P		13
Kameron Raburn	P	P	P	P	P	P	NM	P								7
Mitch Little - Ex Officio, Non-Voting Member	A	A	A	A	A	A	NM	A	A	P	A	A	A	A		1
TOTAL PRESENT	14	15	12	16	17	17	0	15	15	17	14	16	12	14	0	194
Attendance Code:	P=Present A=Absent V=Virtual NM=No meeting *Check previous the posted attendance sheet for that month															



North Central Texas Council of Governments

2026 NCTCOG Executive Board Calendar

Regular Meetings start at **1:00 pm** unless otherwise posted
 Meeting Location: CenterPoint II, 616 Six Flags Drive, Arlington, Texas

June 12, 2026	<i>General Assembly</i>
June 25, 2026	Executive Board Meeting – NCTCOG Offices
July 23, 2026	Executive Board Meeting – NCTCOG Offices
August 27, 2026	Executive Board Meeting – NCTCOG Offices
September 24, 2026	Executive Board Meeting – NCTCOG Offices
October 22, 2026	Executive Board Meeting – NCTCOG Offices
November 19, 2026	Executive Board Meeting – NCTCOG Offices
December 17, 2026	Executive Board Meeting – NCTCOG Offices