



Resolution of RTC-NCTCOG Governance Matters

Regional Transportation Council

August 13, 2026

Re-Approval of the Metropolitan Planning Organization Agreement

Article 25 Indemnification.

Non-substantive edits fixing several typos and confusing language.

Article 27 Termination.

Adds language that RTC and NCTCOG cannot terminate without following dispute resolution process.

TxDOT need not comply with dispute resolution process if Governor withdraws designation of the MPO.

Re-Approval of the Metropolitan Planning Organization Agreement

Article 27. G Dispute Resolution.

If a dispute arises, Parties agree to the following:

First, the party that considers there to be a dispute shall provide written notice describing the dispute to the other party;

Second, the RTC's Chair and counsel and NCTCOG's President and counsel shall confer in good faith;

Third, the Parties may turn to litigation but only before the 141st District Court in Tarrant County, Texas, the same court as the current lawsuit.

Approval of the Settlement Agreement

Execution of the Tri-Party Metropolitan Planning Agreement, Operating Agreement, and Settlement Agreement

Upon execution of all three agreements by both the RTC and NCTCOG, the parties will file a joint motion to dismiss the lawsuit.

Approval of the Settlement Agreement

Potential Violations

The Parties agree to the following terms concerning the MPO Director and that the RTC will be irreparably harmed and is entitled to injunctive relief in the event NCTCOG violates one or more of these terms:

Michael Morris shall continue to discharge all of the duties and responsibilities of the MPO Director;

NCTCOG shall not preclude the MPO Director's discharge of those duties and responsibilities;

NCTCOG shall not pursue a replacement for the MPO Director unless otherwise directed, through a process defined, by RTC;

NCTCOG engages in activities: (i) beyond its responsibilities as Fiscal Agent; and (ii) conferred on the RTC as Metropolitan Planning Organization.

Approval of the Settlement Agreement

Releases

The parties mutually agree to release each other ever had or now have arising out of or relating to the Governance Dispute or the Litigation. This release is limited to claims arising from conduct or actions that occurred through the effective date of this Settlement Agreement and does not include claims arising from conduct, actions, or inactions occurring after the effective date.

Approval of the Settlement Agreement

Dispute Resolution

If a dispute arises, the parties agree to the following process

First, the party that considers there to be a dispute shall provide written notice describing the dispute to the other party;

Second, the RTC's Chair and counsel and NCTCOG's President and counsel shall confer in good faith;

Third, the Parties may turn to litigation but only before the 141st District Court in Tarrant County, Texas, the same court as the current lawsuit.

Approval of the 2-Party Operating Agreement

Purpose: Provide continuity, transparency, and clear operating expectations while outlining responsibilities of the Fiscal Agent (NCTCOG) and the MPO (RTC).

Core principles:

- Clarifies responsibilities between Fiscal Agent and MPO.

- Supports effective coordination between Fiscal Agent and MPO responsibilities.

- Recognizes RTC policy direction for MPO functions.

- Maintains appropriate communications and representations for transportation-related matters.

- Supports compliance, accountability, and stewardship.

- Provides resolution processes for operational continuity.

Responsibilities of RTC and Executive Board

Distinguishes transportation policy and funding decisions from fiscal agent oversight and administrative responsibilities in seven areas:

- Request for Grant Applications

- Consultants and Personal Service Agreements

- Subrecipient Agreements with Local Governments, Transit Agencies, and others

- Receipt of Funds and Local Match Contributions

- Approval of Policy Items

- Federal and State Designations

- Receipt of Audit Reports

Presented at the Executive Board Orientation in July

Status Report on External Legal Costs

External Legal Support	Firm	Expenses	
		Month	Amount
Engagement #1 – Governance	Gibson, Dunn, Crutcher	April	\$165,155
		May	\$281,432
		June	\$125,738
TOTAL Engagement #1		\$572,325	
Engagement #2 – Ongoing Support for RTC Policy and Programs	Taylor, Adkins, Olson, Sralla, Elam	April	\$1,278
		May	\$0
		June	\$0
TOTAL Engagement #2		\$1,278	
Engagement #3 - Texas Open Meetings Act and meeting procedures	Taylor, Adkins, Olson, Sralla, Elam	April	\$731
		May	\$6,009
		June	\$1,065
TOTAL Engagement #3		\$7,805	
Cumulative Total All Engagements Through June		\$581,408	

Status Report on Internal Legal Costs to the RTC

Month (2026)	Total Hours	Ken	James
January	112.50	68.00	44.50
February	136.50	76.00	60.50
March	164.50	89.50	75.00
April	53.00	26.00	27.00
May	55.50	31.50	24.00
June	26.50	21.50	5.00
Total	548.50	312.50	236.00
Total of Cost for Five Months for Two Attorneys \$103,607			

2025 Comparison (January – June)	1,048.50	599.00	449.50
Total Cost for Five Months in 2025 \$188,090.66			

Key Takeaways

- Internal support hours decreased by 500 hours compared to Jan-June 2025
- Internal support costs decreased by approx. \$84,500 compared to Jan- June 2025
- No comparable increase in external legal costs in Engagement 2 and 3
- Approximate \$75,000 of costs savings for General Counsel and RTC meeting support costs to RTC

REQUESTED ACTION –

RTC Approval of:

- Re-approval of the Metropolitan Planning Organization (MPO) Agreement, including authorization for execution by the RTC Chair
- Approval of the Settlement Agreement between the RTC and NCTCOG, including authorization for execution by the RTC Chair
- Approval of the Operating Agreement between the RTC and NCTCOG, including authorization for execution by the RTC Chair and MPO Director
- Approval of the Letter to the Governor

Contact Us



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