

North Central Texas Council of Governments

TO: NCTCOG Executive Board **DATE:** June 18, 2026
FROM: Todd Little
Executive Director
SUBJECT: Executive Board Meeting

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

DATE: June 25, 2026

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

10:00 AM: 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 Justice 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

June 25, 2026 | 10:00 am

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 in accordance with the Texas Open Meetings Act (§551.127(c)). 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. _____ Jennifer Justice – President
2. _____ Brandon J. Huckabee – Vice President
3. _____ T.J. Gilmore – Secretary/Treasurer
4. _____ Victoria Johnson – Past President
5. _____ Christopher Boedeker
6. _____ Michael Evans
7. _____ Chris Hill
8. _____ Gary Hulse
9. _____ Clay Jenkins

10. _____ Jon McKenzie
11. _____ Bobbie Mitchell
12. _____ Jesse Moreno
13. _____ Tim O'Hare
14. _____ Mattie Parker
15. _____ Jim Ross
16. _____ Burt Thakur
17. _____ Ross Weaver
18. _____ Mitch Little

Staff

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

REGULAR SESSION: 10:00 am

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.

AWARD PRESENTATION:

Motion/Second	Item #	Name of Item
_____/_____	1	Presentation of Employer Support of the Guard and Reserve Award and Consideration of Statement of Support - Todd Little

CONSENT AGENDA ITEMS:

Motion/Second	Item #	Name of Item
_____/_____	2	Approval of Minutes
_____/_____	3	Resolution Authorizing TXShare Contracts for Night Vision Systems - Randy Richardson

- ___/___ 4 Resolution Authorizing Contracts to Provide Dementia-Capable Services - Doni Green
- ___/___ 5 Resolution Endorsing Fiscal Year 2025-2026 Consolidated Rail Infrastructure and Safety Improvements Grant Application to the Federal Railroad Administration - Michael Morris
- ___/___ 6 Resolution Authorizing TXShare Contracts for AI-Enabled Robotic Solutions for Public Sector Operations - Randy Richardson
- ___/___ 7 Resolution Amending Authorization of FY2026 Purchases of Computer Hardware, Software, and Information Technology Contract Services for the Agency - Tim Barbee
- ___/___ 8 Resolution Authorizing Contract with WSP USA Inc. to Provide Services Supporting the McKinney Passenger Rail Corridor Study - Michael Morris
- ___/___ 9 Resolution Approving Modifications to the FY2026 and FY2027 Unified Planning Work Program for Regional Transportation Planning - Michael Morris
- ___/___ 10 Appointments to the North Central Texas Economic Development District Board (NCTEDD) - Prit Patel

ITEMS FOR INDIVIDUAL CONSIDERATION:

- ___/___ 11 Resolution Authorizing a Contract with PaymentWorks, Inc. for a Vendor Management System - Randy Richardson

INFORMATION ITEMS:

- 12 Status Report on Regional Transportation Council Officers for the 2026-2027 Term - Michael Morris
- 13 Status Report on Agency Administration Transparency Enhancements Efforts - Randy Richardson
- 14 Status Report on the Metropolitan Planning Organization Agreement - Ken Kirkpatrick
- 15 Executive Director's Report - Todd Little
 - Announcement of Committee Appointments

MISCELLANEOUS:

16 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: Metropolitan Planning Organization Agreement
- Section 551.074(a)(2) to hear a complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing: Executive Director

CLOSE EXECUTIVE SESSION Time: _____

RECONVENE REGULAR SESSION Time: _____

____/____ **17 Possible Action Resulting from Executive Session**

Adjournment: _____

APPROVED FOR POSTING:



Todd Little, Executive Director



North Central Texas Council of Governments

Item 1

Exhibit: 2026-06-01-EDO

Meeting Date: June 25, 2026

Submitted By: Caroline Vandergriff
Public Affairs & Communications Officer

Item Title: Presentation of Employer Support of the Guard and Reserve Award and
Consideration of Statement of Support

Employer Support of the Guard and Reserve (ESGR) is a Department of Defense program that promotes cooperation and understanding between Reserve Component Service members and their civilian employers. ESGR recognizes employers that demonstrate exceptional support for employees who serve in the National Guard and Reserve.

North Central Texas Council of Governments has been nominated for recognition by NCTCOG employee Lieutenant Chris Nelson, who serves in the United States Coast Guard Reserve. Lt. Nelson is a Senior Planner with the Land Use and Mobility Options team within the Transportation Department, and he has primarily been coordinating efforts with local governments to conduct Roadway Safety Audits of high injury corridors in the region for the past year. Lt. Nelson is also in military intelligence for the U.S. Coast Guard Reserve and was recently called to active duty.

Based on Lt. Nelson's nomination, ESGR representatives have requested the opportunity to attend the June 25th Executive Board meeting to present the following awards:

- The **Patriot Award**, which recognizes individual supervisors who provide outstanding support to employees serving in the National Guard and Reserve. It reflects the efforts made to support citizen warriors through a wide-range of measures including flexible schedules, time off prior to and after deployment, caring for families, and granting leaves of absence if needed.
 - Recipients:
 - Kevin Kokes, Transportation Program Manager and Lt. Nelson's supervisor
 - Carmen Morones, Chief Human Resources Officer
- The **Above and Beyond Award**, which recognizes employers that exceed the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) by providing additional support and benefits to employees serving in the Guard and Reserve.
 - Recipient: the North Central Texas Council of Governments

In conjunction with the award presentation, ESGR has invited NCTCOG to participate in the Statement of Support Program. By signing the Statement of Support, NCTCOG would formally affirm its commitment to:

- Recognize and support employees who serve in the National Guard and Reserve
- Promote a workplace culture that values military service
- Provide managers and supervisors with the tools needed to support service members
- Continue fostering an environment that encourages military readiness and career success

The June 25 meeting also comes as communities across the country begin commemorating the 250th anniversary of the United States. As the nation prepares to celebrate America250 in 2026, these recognitions provide an opportunity to honor the service and sacrifice of members of the National Guard and Reserve and reaffirm NCTCOG's commitment to supporting those who serve both their communities and their country.

By participating in the Statement of Support Program, NCTCOG joins employers nationwide in recognizing the vital role citizen service members play in preserving the freedoms and institutions that have defined the nation for 250 years.

Staff recommends that the Executive Board:

- Recognize the contributions of Lt. Chris Nelson, a member of the United States Coast Guard Reserve, and express appreciation for all employees who serve or have served our nation through the United States Army, United States Marine Corps, United States Navy, United States Air Force, United States Space Force, and United States Coast Guard – including their National Guard and Reserve component
- Authorize the Executive Director, or his designee, to execute the ESGR Statement of Support on behalf of the North Central Texas Council of Governments



STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE



We recognize the Guard and Reserve are essential to the strength of our Nation and the well-being of our communities.

In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our Nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.


Therefore, we join other employers in pledging that:

- We fully recognize, honor and comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- We will provide our managers and supervisors with the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We appreciate the values, leadership and unique skills Service members bring to the workforce and will encourage opportunities to employ Guardsmen, Reservists, transitioning Service members and Veterans.
- We will continually recognize and support our country's Service members and their families in peace, in crisis, and in war.

Employer



John F. Sams
National Chair, ESGR



Peter Brian Hoggseth
Secretary of Defense

Date



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

Minutes — May 28, 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 1:01 pm on May 28, 2026. Todd Little took attendance and determined that a quorum was physically present.

Members of the Board Present:

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

Members of the Board Absent:

1. Mitch Little

Members of the Staff Present:

Todd Little, Monte Mercer, Susan Alvarez, Tim Barbee, Michael Morris, Maribel Martinez, Phedra Redifer, Randy Richardson, Christy Williams, Jerri Watson, Ken Kirkpatrick, James Powell, Michael Bort, Tom McLain, Shala Geer-Smith, Caroline Vandergriff, Emily Beckham, Dan Lemers, Donald Parker, Megan Short, Marcie Bruner, Dan Kessler, Sarah Jackson, Donna Coggeshall, Amanda Wilson, April Leger, Emily Dryden, Caralyn Dawson, Thomas Jackson, Dawn Dalrymple, Kelly Schmidt, Rebekah Gongora

Visitors Present:

Trey Kneegs, Chief Electrical Inspector/Dallas; Dan Lepinski, P.E. | Electrical Advisory Board; Glen Whitley; Chris A. Valticora, Building Official | City of Mansfield; Rick Bailey, Chair RTC; James Hathorn, Chief Electrical | City of Irving

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 Rick Bailey offered public comments on items related to the agenda.

CONSENT AGENDA ITEMS:

Items 1 - 13 were posted on the agenda as Consent Items.

- Item 1 **Approval of Minutes**
April 23, 2026; April 28, 2026; and May 13, 2026
- Item 2 **Resolution Appointing Executive Board Member for the Collin County Vacant Seat**
This item was pulled from the Consent Agenda by Commissioner Mitchell for Individual Consideration.
- Item 3 **Resolution Authorizing a Contract for External Legal Counsel for Commercial Real Estate Services**
- Item 4 **Resolution Authorizing TXShare Contract Extensions for Temporary Staffing Services**
- Item 5 **Resolution Authorizing an Interlocal Agreement with Alliance for Innovation for Cooperative Purchasing Reciprocity**
- Item 6 **Resolution Authorizing TXShare Contracts for Learning Management Systems (LMS)**
- Item 7 **Resolution Authorizing a Contract for FIFA World Cup After Action Reports**
- Item 8 **Resolution Authorizing a Personal Services Agreement for Transportation and Stormwater Infrastructure (TSI) Project**
- Item 9 **Resolution Endorsing the 2026 National Electric Code and Regional Code**
- Item 10 **Resolution Authorizing Agreements for the Receipt of Funds for Planning and Implementation Programs from the Texas Department of Transportation**
This item was pulled from the Consent Agenda by Judge Huckabee.
- Item 11 **Resolution Authorizing Contract with Cityzen Solutions, Inc. d/b/a PublicInput.com to Provide Web-based Public Engagement Software**
This item was pulled from the Consent Agenda by Judge Huckabee.
- Item 12 **Resolution Authorizing Contracts for the Roadway and Transit Model Development for Dallas-Fort Worth**
This item was pulled from the Consent Agenda by Judge Huckabee.
- Item 13 **Appointment of Officers for the Surface Transportation Technical Committee for the 2026-2027 Term**
This item was pulled from the Consent Agenda by Judge Huckabee.

Upon a motion by Judge O'Hare, (seconded by Councilmember Mendelsohn), the Board approved Consent Agenda Items 1, 3, 4, 5, 6, 7, 8, and 9 by a unanimous vote of all members present.

Item 2 was pulled from the Consent Agenda by Commissioner Mitchell for individual consideration. A motion to approve was made by Judge Hill, (seconded by Councilmember Mendelsohn). The motion passed.

Consent Agenda Items 10 through 13 were addressed separately following a motion by Judge Boedeker (seconded by Commissioner Mitchell). These items were removed from the Consent Agenda by Judge Huckabee for the purpose of abstaining from the vote. The motion passed unanimously among the remaining members present.

ITEMS FOR INDIVIDUAL CONSIDERATION:

Item 14 Resolution Authorizing Agreements Related to the 2026 FIFA World Cup Grant Program (FWCGP)

Maribel Martinez, Director of Emergency Preparedness, requested Board authorization for NCTCOG to contract with Cowboys Stadium, LP and C3 Presents, LLC to provide safety and security enhancements on behalf of the North Texas FIFA World Cup Organizing Committee (NTXFWCOC). These contracts, totaling an estimated \$11,575,518, are included in the FIFA World Cup Task Force budget submitted for approval, with payments limited to eligible expenses under the FIFA World Cup Grant Program (FWCGP). The Cowboys Stadium contract, estimated at \$5,406,618, will support increased public safety staffing, while the C3 Presents contract, estimated at \$6,168,900, will cover security and infrastructure needs for the 34-day FIFA Fan Festival™ Dallas at Fair Park. NCTCOG will ensure all expenditures comply with federal grant requirements and do not exceed the total award of \$51,584,327. The grant, administered through FEMA, is 100% federally funded with no local match requirement.

Exhibit: 2026-05-14-EP

Upon a Motion by Councilmember Mendelsohn (seconded by Commissioner Mitchell), and unanimous vote of all members present, the Board approved the resolution as presented.

Item 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, Director of Transportation, requested Board endorsement for the North Central Texas Council of Governments' (NCTCOG) submission of a Fiscal Year (FY) 2026 Safe Streets and Roads for All (SS4A) Implementation Grant application. The U.S. Department of Transportation announced approximately \$994 million in available funding for this program to support projects that reduce roadway fatalities and serious injuries. NCTCOG submitted an application requesting \$8 million to fund the Modernizing Regional Safety Through Digital Infrastructure Project, with a total project cost of \$10 million and a \$2 million non-federal match provided through Regional Toll Revenue (RTR) funds. The Regional Transportation Council approved the application on May 14, 2026.

Exhibit: 2026-05-15-TR

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

Item 16 Resolution Authorizing Contract with WSP USA Inc. to Provide Services Supporting the McKinney Passenger Rail Corridor Study

Michael Morris, Director of Transportation, requested Board approval of a consultant contract with WSP USA, Inc. in an amount not to exceed \$750,000 to carry out the McKinney Passenger Rail Corridor Study. Board members engaged in discussion and posed a legal question to be addressed during the Executive Session.

This item was taken up again after the Executive session. Judge O'Hare made a motion to request the Regional Transportation Council to clarify local government support by governing body resolution for the McKinney Passenger Rail Corridor Study. This motion was seconded by Councilmember Mendelsohn. Judge Huckabee, Judge Hill, Judge Jenkins, and Commissioner Hale abstained. The motion passed with Councilmember Justice voting no.

Item 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

This item was considered after the Executive Session. Judge Boedecker made a motion to authorize President Johnson to sign a letter to Regional Transportation Council Chair Bailey regarding NCTCOG's intent to remain the Fiscal Agent for the Metropolitan Planning Organization functions in the Dallas-Fort Worth region. The motion was seconded by Judge Jenkins. Judge Huckabee abstained. The motion passed.

Item 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

No action taken.

INFORMATION ITEMS:

Item 19 Status Report - Presentation of 2026 Current Population Estimates

Sarah Jackson, Program Coordinator Demo & Geo Analytics, presented the 2026 Current Population Estimates for the North Central Texas region. The report included estimated population totals for all cities over 1,000 in population, and for each of the 16 counties. Revised estimates for 2025 were also provided as part of the presentation showing a regional growth of 203,786. NCTCOG's population estimates are often cited and are recognized for their coverage, timeliness, and uniqueness.

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

Item 20 Executive Director's Report

Mr. Little presented his director's report providing an update on the Strategic Visioning Plan.

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

MISCELLANEOUS:

Item 21 Attendance and Calendar

The Board was provided with a Calendar of meeting and a record of Attendance. Mr. Little reminded the Board that the June 25th meeting would take place at 10:00 am due to the FIFA match.

EXECUTIVE SESSION:

President Johnson called the Executive Session to order at 2:09 pm, pursuant to the following sections 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 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

No action was taken in Executive Session.

President Johnson adjourned the Executive Session at 8:04 pm.

RECONVENE REGULAR SESSION:

President Johnson reconvened the regular session at 8:07 pm.

Item 22 Possible Action Resulting from Executive Session

Items 16, 17, and 18 were taken up after executive session. The actions on those items are reflected above. No action was taken on the matter of Denton County, Texas v. Victoria Johnson, et. al,

On the annual performance review of the Executive Director, three motions were made.

First, Councilmember Mendelsohn, seconded by Commissioner Hale, made a motion to authorize a 3% merit raise for Todd Little, Executive Director consistent with the NCTCOG FY 2026 merit pool of 3%. The motion passed.

Second, Councilmember Mendelsohn, seconded by Judge Huckabee, made a motion to authorize the offer of an employment contract with Todd Little, Executive Director, and if accepted, authorize the President to execute such contract in substantial conformity with the following terms:

1. Term of one year, through May 27, 2027;
2. Annual salary of \$257,500;
3. Severance provision of 20 weeks of annual salary in the event of termination prior to the end of the term;
4. Severance is prohibited if employee is terminated for misconduct;
5. Employee agrees to continue employment with NCTCOG through the term;
6. Employee agrees to assist in any transition, if requested by the Board, in the event of termination; and
7. Employee agrees to release any claims now or in the future against NCTCOG, its officers and/or directors arising from this employment with NCTCOG.

This motion passed.

Third, Judge O’Hare made a motion, seconded by Judge Hill, that such employment contract if accepted be executed by June 5, 2026. The motion passed.

The executed agreement is available at <https://www.nctcog.org/executive-director>, in compliance with Texas Government Code §180.011.

Related to the MPO agreement, Judge Jenkins made a motion to authorize the President to sign the draft MPO agreement included in the materials for Item 18, seconded by Mayor Gilmore. Judge Huckabee and Mayor Pro Tem Flores abstained. This motion failed.

President Johnson adjourned the meeting at 8:33 pm.

Approved by:

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

Checked by:



Todd Little, Executive Director
North Central Texas Council of Governments



North Central Texas Council of Governments

Item 3

Exhibit: 2026-06-03-AA

Meeting Date: June 25, 2026

Submitted By: Randy Richardson
Director of Administration

Item Title: Resolution Authorizing TXShare Contracts for Night Vision Systems

This is a request to award contracts for Night Vision Systems 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 one or more of the below listed Service Categories:

- Service Category 1: Night Vision Systems
- Service Category 2: Night Vision Device Repair Parts and Components
- Service Category 3: Thermal Imaging Cameras
- Service Category 4: Mounting Products and Accessories
- Service Category 5: Training Materials & Classes
- Service Category 6: Installation or Repair of Night Vision Products and Accessories
- Service Category 7: Other Ancillary Goods or Services

NCTCOG prepared and issued a Request for Proposals (RFP) 2026-042 for Night Vision Systems on March 11, 2026, with the proposals due on April 8, 2026. Two (2) proposals were received, publicly opened, and deemed responsive. The proposals were evaluated by a committee comprised of representatives from Tarrant County and the Cities of Allen, Celina, and Garland. Vendors were evaluated based on compliance and technical expertise according to the following criteria:

- Project-Related Experience and Qualifications
- Technical Proposal
- Proposal Pricing

Following evaluation, the Evaluation Committee is recommending contracts be awarded to:

- Big Star Optics LLC dba Custom Night Vision for Service Categories 1, 2, 4, 6, and 7
- Steele Industries Inc. for Service Categories 1, 2, 3, 4, 6, and 7

A draft resolution authorizing contracts with the aforementioned vendors and the service categories listed herein for Night Vision Systems for maximum five (5) 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 NIGHT VISION SYSTEMS

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) 2026-042 for Night Vision Systems was advertised and proposals received on April 8, 2026; and,

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

WHEREAS, following evaluation, it is recommended that contracts be awarded to Big Star Optics LLC dba Custom Night Vision and Steele Industries Inc.; 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 2026-042.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Contracts between NCTCOG and Big Star Optics LLC dba Custom Night Vision and Steele Industries Inc. for Night Vision Systems for the service categories detailed in Attachment 1, for maximum five (5) 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.

Jennifer Justice, President
North Central Texas Council of Governments
Councilmember, City of Richardson

I hereby certify that this Resolution was adopted by the Executive Board of the North Central Texas Council of Governments on June 25, 2026.

T.J. Gilmore, Secretary-Treasurer
North Central Texas Council of Governments
Mayor, City of Lewisville

Service Categories	Respondents	
	Big Star Optics LLC dba Custom Night Vision	Steele Industries Inc.
Category 1: Night Vision Systems	X	X
Category 2: Night Vision Device Repair Parts and Components	X	X
Category 3: Thermal Imaging Cameras		X
Category 4: Mounting Products and Accessories	X	X
Category 5: Training Materials & Classes		
Category 6: Installation or Repair of Night Vision Products and Accessories	X	X
Category 7: Other Ancillary Goods or Services	X	X



North Central Texas Council of Governments

Item 4

Exhibit: 2026-06-04-AG

Meeting Date: June 25, 2026

Submitted By: Doni Green
Director of Aging

Item Title: Resolution Authorizing Contracts to Provide Dementia-Capable Services

The North Central Texas Council of Governments (NCTCOG) applied for and received a discretionary grant from the Administration for Community Living through its Alzheimer's Disease Programs Initiative (ADPI) – Developing Dementia-Capable Community Health Worker Programs in the National Aging Network. The project will utilize Community Health Workers (CHWs) to screen individuals for possible dementia, refer those with positive results for accurate diagnosis, screen persons living with dementia and their family caregivers for depression, and provide dementia-capable counseling services to persons living with dementia and caregiver.

Under NCTCOG's project work plan, it will have one staff person undergo training as a Community Health Worker and expand capacity by utilizing contract Community Health Workers. In February 2026, NCTCOG's procurement team released a Request for Proposals, 2026-38, for Community Health Workers to Provide Dementia-Capable Services.

NCTCOG received five applications and convened a review committee, comprised of three Aging and Workforce Development staff. They evaluated proposals based on project-related experience and qualifications, quality of the technical proposal, and pricing. Reviewers recommend contracts be awarded to Texas Care and DeWanda Harris Trimiar.

A draft resolution authorizing contracts with Texas Care and DeWanda Harris Trimiar to provide dementia-capable services with terms of service of July 1, 2026, through September 30, 2027, subject to three optional one-year renewals and in a cumulative amount not to exceed \$275,000, is attached for Executive Board resolution.

I will be available to respond to questions during the June 25th Board meeting.

RESOLUTION AUTHORIZING CONTRACTS TO PROVIDE DEMENTIA-CAPABLE 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, NCTCOG has been designated as the Area Agency on Aging (AAA) for State Planning Region 4A by Texas Health and Human Services Commission (HHSC); and,

WHEREAS NCTCOG applied for and received a grant from the Administration for Community Living through its Alzheimer’s Disease Programs Initiative - Developing Dementia-Capable Community Health Worker Programs in the National Aging Networks; and,

WHEREAS NCTCOG wishes to utilize contract Community Health Workers to screen individuals for possible dementia, help those who screen positive obtain accurate diagnosis, screen individuals living with dementia and their family caregivers for depression, and provide dementia-capable counseling to both groups; and,

WHEREAS, NCTCOG has engaged in competitive procurement through Request for Proposals 2026-38 to secure dementia-capable Community Health Workers and received five applications; and

WHEREAS, NCTCOG has formed a proposal evaluation committee, comprised of NCTCOG staff, who recommend that contracts be issued to Texas Care and DeWanda Harris Trimiar.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1.** Contracts between NCTCOG and Texas Care and DeWanda Harris Trimiar to provide dementia-capable services, with maximum terms through September 30, 2030, and in a cumulative amount not to exceed \$275,000, be and are hereby approved.
- Section 2.** The Executive Director or his designee is authorized to execute contractual agreements necessary to carry out this program, in the name of the North Central Texas Council of Governments.
- Section 3.** This resolution shall be in effect immediately upon its adoption.

Jennifer Justice, President
North Central Texas Council of Governments
Councilmember, City of Richardson

I hereby certify that the resolution was adopted by the Executive Board of the North Central Texas Council of Governments on June 25, 2026.

T.J. Gilmore, Secretary-Treasurer
North Central Texas Council of Governments
Mayor, City of Lewisville



North Central Texas Council of Governments

Item 5

Exhibit: 2026-06-05-TR

Meeting Date: June 25, 2026

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

Item Title: Resolution Endorsing Fiscal Year 2025-2026 Consolidated Rail Infrastructure and Safety Improvements Grant Application to the Federal Railroad Administration

In April 2026, the Federal Railroad Administration (FRA) announced availability of Fiscal Year (FY) 2025-2026 funds for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program. The CRISI Program assists in funding eligible projects to improve railroad safety and reliability, enhance multimodal connections, and mitigate congestion at both freight and intercity passenger rail chokepoints to support more efficient travel and goods movement. The Notice of Funding Opportunity (NOFO) indicated availability of approximately \$2.04 billion for the CRISI Program in FY2025-2026. Final applications are due to FRA on June 25, 2026.

Staff submitted a grant application requesting \$60.812 million in FY2025-2026 CRISI funds to implement the Avondale Haslet Road/Haslet Parkway "Long Bridge" Project, a grade separation tying together critical east-west roadways immediately south of the AllianceTexas Global Logistics Hub across three closely spaced north-south transportation facilities: Burlington Northern Santa Fe (BNSF) Railway, Farm-to-Market Road (FM) 156, and School House Road. The total project cost is anticipated to be \$76.015 million, with \$5.203 million in Regional Toll Revenue (RTR) funds comprising a portion of the required 20 percent in non-federal matching funds.

The Regional Transportation Council (RTC) approved the submittal of this project application on June 11, 2026. In its role as RTC's fiscal agent, Executive Board endorsement will be requested for the submittal of this application. NCTCOG will work with FRA on the most efficient method to obligate these funds for the region.

A draft resolution authorizing endorsement of the FY2025-2026 CRISI Grant Program application is attached for Executive Board consideration. I will be available to answer any questions the Board may have on this item.

JN:cmg
Attachment

**RESOLUTION ENDORSING FISCAL YEAR 2025-2026 CONSOLIDATED RAIL
INFRASTRUCTURE AND SAFETY IMPROVEMENTS GRANT APPLICATION TO THE
FEDERAL RAILROAD ADMINISTRATION**

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 April 2026, the Federal Railroad Administration (FRA) announced the solicitation of projects for the FY2025-2026 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program; and,

WHEREAS, on June 11, 2026, the RTC approved submittal of an application requesting \$60,812,000 in FY2025-2026 CRISI Grant funds supporting delivery of the Avondale Haslet Road/Haslet Parkway "Long Bridge" Project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The Executive Board endorses submittal of the FY2025-2026 CRISI Grant application to FRA in the amount of \$60,812,000, as detailed in Attachment 1.

Section 2. The Executive Board instructs staff to work with FRA to determine the most efficient method to bring awarded funds to the region.

Section 3. NCTCOG is authorized to receive \$60,812,000 in requested FY2025-2026 CRISI Grant funds, subject to Section 2.

Section 4. 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 5. 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 6. This resolution shall be in effect immediately upon its adoption.

Jennifer Justice, President
North Central Texas Council of Governments
Councilmember, City of Richardson

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on June 25, 2026.

T.J. Gilmore, Secretary-Treasurer
North Central Texas Council of Governments
Mayor, City of Lewisville

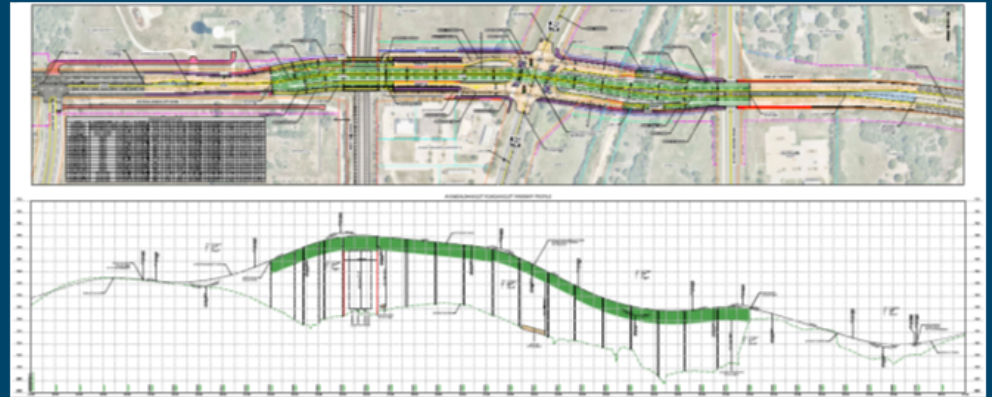
Consolidated Rail Infrastructure & Safety Improvements (CRISI) FY2025-2026 Project – Avondale Haslet Road/Haslet Parkway “Long Bridge”

Project Overview:

- Located south of BNSF Alliance Intermodal Facility in Haslet, Texas
- Connects Avondale Haslet Road/Haslet Parkway via grade separation over BNSF, FM 156 (ramps), and School House Road alleviating close-spaced intersections

Project Partners:

- **NCTCOG** is the submitting agency, with **TxDOT** as grantee and implementing agency, for this FY2025-2026 CRISI Grant
- NCTCOG, Tarrant County, Haslet, and BNSF work with TxDOT as partners



PROJECT COST/FUNDING INFORMATION				
NON-FEDERAL			FEDERAL	TOTAL COST
NCTCOG	Other Public	Private	CRISI Grant	
\$5,203,000 ¹	\$5,000,000 ²	\$5,000,000 ³	\$60,812,000	\$76,015,000

¹ Regional Toll Revenue (RTR) – \$5,203,000 (Engineering, Right-of-Way, Utilities, Construction)

² Tarrant County – \$5,000,000 (Engineering, Right-of-Way, Utilities, Construction)

³ BNSF – \$5,000,000 (Construction)





North Central Texas Council of Governments

Item 6

Exhibit: 2026-06-06-AA

Meeting Date: June 25, 2026

Submitted By: Randy Richardson
Director of Administration

Item Title: Resolution Authorizing TXShare Contracts for AI-Enabled Robotic Solutions for Public Sector Operations

This is a request to award contract(s) for AI-Enabled Robotic Solutions for Public Sector Operations 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 one or more of the below listed Service Categories.

- Service Category 1: AI Robotics Hardware
- Service Category 2: Robotics Software & AI Systems
- Service Category 3: Application-Specific Robotics Solutions
- Service Category 4: Robotics-as-a-Service (RaaS)
- Service Category 5: Implementation & Integration Services
- Service Category 6: Operations, Maintenance & Support
- Service Category 7: Training & Professional Services
- Service Category 8: Emerging & Specialized Robotics

NCTCOG prepared and issued a Request for Proposals (RFP) 2026-046 for AI-Enabled Robotic Solutions for Public Sector Operations on March 25, 2026, with the proposals due on April 21, 2026. Seven (7) proposals were received, publicly opened, and deemed responsive. The proposals were evaluated by a committee comprised of representatives from the City of University Park, Collin County and NCTCOG. Vendors were evaluated based on compliance and technical expertise according to the following criteria:

- Project-Related Experience and Qualifications
- Technical Proposal
- Proposal Pricing
- References

Following evaluation, the Evaluation Committee is recommending contracts be awarded to:

- Boldtek LLC for Service Categories 2, 3, 4, 5, 6, 7, and 8
- Can-Am Wireless, LLC for ALL Service Categories
- Edge AI Solutions, Inc. for ALL Service Categories
- Malor & Company Inc. for ALL Service Categories
- PMCS Services Inc for Service Categories 2, 3, 5, 6, 7, and 8
- WhitegloveAI LLC for ALL Service Categories

A draft resolution authorizing contracts with the aforementioned vendors and the service categories listed herein for AI-Enabled Robotic Solutions for Public Sector Operations for maximum five (5) 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 AI-ENABLED ROBOTIC SOLUTIONS FOR PUBLIC SECTOR OPERATIONS

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) 2026-046 for AI-Enabled Robotic Solutions for Public Sector Operations was advertised and proposals received on April 21, 2026; and,

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

WHEREAS, following evaluation, it is recommended that contracts be awarded to Boldtek LLC, Can-Am Wireless, LLC, Edge AI Solutions, Inc., Malor & Company Inc., PMCS Services Inc, and WhitegloveAI LLC; 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 2026-046.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Contracts between NCTCOG and Boldtek LLC, Can-Am Wireless, LLC, Edge AI Solutions, Inc., Malor & Company Inc., PMCS Services Inc, and WhitegloveAI LLC for AI-Enabled Robotic Solutions for Public Sector Operations for the service categories detailed in Attachment 1, for maximum five (5) 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.

Jennifer Justice, President
North Central Texas Council of Governments
Councilmember, City of Richardson

I hereby certify that this Resolution was adopted by the Executive Board of the North Central Texas Council of Governments on June 25, 2026.

T.J. Gilmore, Secretary-Treasurer
North Central Texas Council of Governments
Mayor, City of Lewisville

Service Categories	Respondents					
	Boldtek LLC	Can-Am Wireless, LLC	Edge AI Solutions, Inc.	Malor & Company Inc.	PMCS Services Inc	Whiteglove AI LLC
Service Category 1: AI Robotics Hardware		X	X	X		X
Service Category 2: Robotics Software & AI Systems	X	X	X	X	X	X
Service Category 3: Application-Specific Robotics Solutions	X	X	X	X	X	X
Service Category 4: Robotics-as-a-Service (RaaS)	X	X	X	X		X
Service Category 5: Implementation & Integration Services	X	X	X	X	X	X
Service Category 6: Operations, Maintenance & Support	X	X	X	X	X	X
Service Category 7: Training & Professional Services	X	X	X	X	X	X
Service Category 8: Emerging & Specialized Robotics	X	X	X	X	X	X

AI-Enabled Robotic Solutions for Public Sector Operations

TXShare Cooperative Purchasing Program | RFP 2026-046

June 25, 2026

Purpose & Strategic Fit

Establish cooperative contracts for practical, secure, and deployable AI-enabled robotic solutions.

- Establish ready-to-use contract vehicles for cities, towns, counties, ISDs, and special districts to access emerging robotics solutions without starting from scratch.
- Support public-sector operations where automation can reduce risk, improve response time, strengthen inspection programs, or extend limited staff capacity.
- Prioritize solutions that are practical to deploy, interoperable with current and future member environments, and supported by clear implementation, training, and maintenance services.
- Include transparency, reporting, auditability, cybersecurity, and responsible AI practices so members can adopt technology with appropriate safeguards.

Why now?

AI robotics has evolved from a novelty to an operational tool, enabling autonomous inspection, situational awareness, and task automation to help public entities serve residents with fewer resources.

Why TXShare?





Members receive cooperative access to vetted vendors, consistent contract terms, and flexible purchasing pathways that scale from pilots to enterprise deployment.

What this enables:

A shared marketplace for robotics hardware, software, implementation, support, and Robotics-as-a-Service options matched to local operational needs.

Value by Member Type

Examples of how different public-sector organizations can benefit.

 Cities & Towns	 Counties	 ISDs	 Special Districts
<ul style="list-style-type: none"> Public works inspections & support Facility and security patrols Emergency response and support Parks and trails monitoring Traffic or crowd observation 	<ul style="list-style-type: none"> Road and bridge inspections Emergency management support Detention or facility support Remote asset monitoring Disaster assessment & large-area mapping 	<ul style="list-style-type: none"> Campus safety support and perimeter monitoring Facilities checks and routine inspections Athletic field and grounds maintenance Environmental sensing Workforce training pathways 	<ul style="list-style-type: none"> Water, wastewater, and draining inspection Utility corridor and flood control monitoring Public safety district support Remote-inspection and monitoring

3

RFP 2026-046

Procurement Overview

The challenge-based RFP was competitively issued in March 2026, with seven (7) proposals received and publicly opened on April 21, 2026.



 **Evaluation Committee:** City of University Park, Collin County, NCTCOG-IIS Representatives

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Service Categories

Scope is structured to support complete lifecycle needs, not just equipment purchases.

- Category 1: AI Robotics Hardware – Physical non-aerial robotic systems
- Category 2: Robotics Software & AI Systems – AI, autonomy, and control software
- Category 3: Application-Specific Robotics Solutions – Use-case packaged solutions
- Category 4: Robotics-as-a-Service (RaaS) – Subscription/usage-based delivery
- Category 5: Implementation & Integration Services – Deployment and onboarding
- Category 6: Operations, Maintenance & Support – Ongoing SLA-backed sustainment
- Category 7: Training & Professional Services – Operator training and change management
- Category 8: Emerging & Specialized Robotics – Novel capabilities beyond Categories 1-7

5

RFP 2026-046

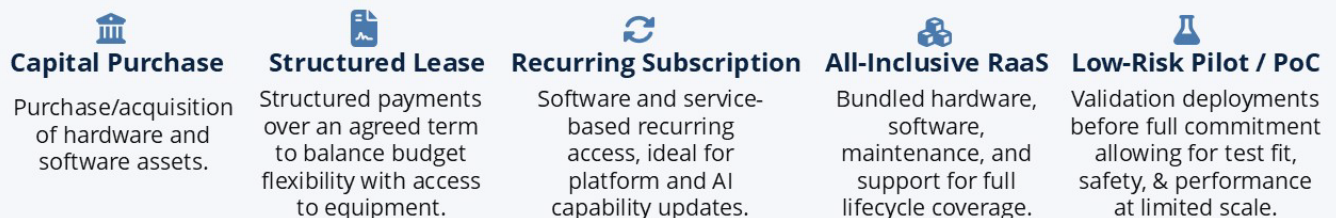
Deployment Options

Flexible pathways help members adopt at the pace and scale that fits their organization.

Deployment Journey



Purchase Models



Award Recommendation — 6 Vendors

Following evaluation, the committee recommends awarding contracts to the following six respondents for maximum five-year terms.

- Boldtek LLC
- Can-Am Wireless, LLC
- Edge AI Solutions, Inc.
- Malor & Company, Inc.
- PMCS Services, Inc.
- WhitegloveAI, LLC

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RFP 2026-046

Next Steps

Position TXShare members to evaluate and deploy solutions that fit local needs.

- Finalize vendor awards and contract documentation for the AI-enabled robotic solutions categories.
- Develop member-facing guidance that explains use cases, purchasing pathways, deployment models, and responsible AI considerations.
- Support outreach to cities, counties, ISDs, and special districts to identify pilot opportunities and cross-department use cases.
- Track member feedback, technology performance, vendor responsiveness, and emerging needs to keep the contract useful as robotics and AI capabilities evolve.

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RFP 2026-046



North Central Texas Council of Governments

Item 7

Exhibit: 2026-06-07-IIS

Meeting Date: June 25, 2026

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

Item Title: Resolution Amending Authorization of FY2026 Purchases of Computer Hardware, Software, and Information Technology Contract Services for the Agency

The Executive Board will be asked to amend vendor allocations for the funding authorization originally approved in September 2025. The amount of the authorization will increase by \$485,000 from \$4,877,000 to \$5,362,000.

This amendment adjusts previously approved FY2026 computer hardware funding to accommodate the accelerated replacement of laptop computers approaching the end of their warranty. This proactive approach reduces operational risk associated with anticipated increases in computer hardware costs in the near future.

Vendor allocations in the previously approved Board authorization for FY2026 will be adjusted as follows:

- Increase Line 1 funding by \$485,000 for Client Devices and Accessories:

This adjustment enables departments to take advantage of current pricing while mitigating the impact of anticipated vendor increases in computer hardware prices.

A resolution authorizing this amendment to the FY2026 Purchase of Computer Hardware, Software and Information Technology Contract Services is enclosed for Executive Board consideration. Details of the amendment are included in Attachment A of the proposed resolution. The purchase will be made in compliance with State of Texas procurement requirements through a Cooperative Purchasing Contract agreement.

I will be available to respond to any questions prior to requesting Board approval.

RESOLUTION AMENDING AUTHORIZATION OF FY2026 PURCHASES OF COMPUTER HARDWARE, SOFTWARE, AND INFORMATION TECHNOLOGY CONTRACT SERVICES FOR THE AGENCY

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 staff annually reviews and determines anticipated computer hardware, software and information technology contract services needs for the upcoming year; and,

WHEREAS, the FY2026 purchase of Computer Hardware, Software and Information Technology Contract Services was originally approved in September 2025; and,

WHEREAS, the requirements for information technology purchases have varied from the originally anticipated purchases, necessitating a modification of the authorization amounts for vendors from the original authorization; and,

WHEREAS, the North Central Texas Council of Governments will comply with federal and state regulations regarding contracting and procurement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The NCTCOG Executive Board amends the purchase of Computer Hardware, Software, and Information Technology Contract Services by \$485,000, for a revised total not to exceed amount of \$5,362,000, and consistent with Attachment A.

Section 2. The Executive Director or his designee is authorized to execute contractual agreements consistent with Attachment A, in the name of the North Central Texas Council of Governments.

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

Jennifer Justice, President
North Central Texas Council of Governments
Councilmember, City of Richardson

I hereby certify that the resolution was adopted by the Executive Board of the North Central Texas Council of Governments on June 25, 2026.

T.J. Gilmore, Secretary-Treasurer
North Central Texas Council of Governments
Mayor, City of Lewisville

Attachment A

#	Category	Vendor(s)	FY2026 Approved	FY2026 Amended	Change in Authorization
New Board Authorizations					
1	Client Devices and Accessories: Includes the cost of all printers, scanners, computers, tablets, monitors, headsets, accessories, and associated warranties.	CDWG, Dell, SHI	\$585,000	\$1,070,000	\$485,000
				Net Change	\$485,000



North Central Texas Council of Governments

Item 8

Exhibit: 2026-06-08-TR

Meeting Date: June 25, 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. Options will be considered to use the rail corridor for roadway improvements during reconstruction of US 75. 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. Again, interim uses to assist with US 75 construction will be included in the planning effort. 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.

At the May 28, 2026, Executive Board meeting this item was referred back to the RTC with a request to clarify local government support. At the June 11, 2026, meeting, the RTC reaffirmed its support for the planning study and requests Executive Board approval to move forward with award of a contract to the consultant. Additional information is provided in the attached slide.

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
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,

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; and,

WHEREAS, at the May 28, 2026, Executive Board meeting the McKinney Passenger Rail Study item was referred back to the RTC with a request to clarify local government support and at its June 11, 2026, meeting, the RTC reaffirmed its support for the planning study.

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.

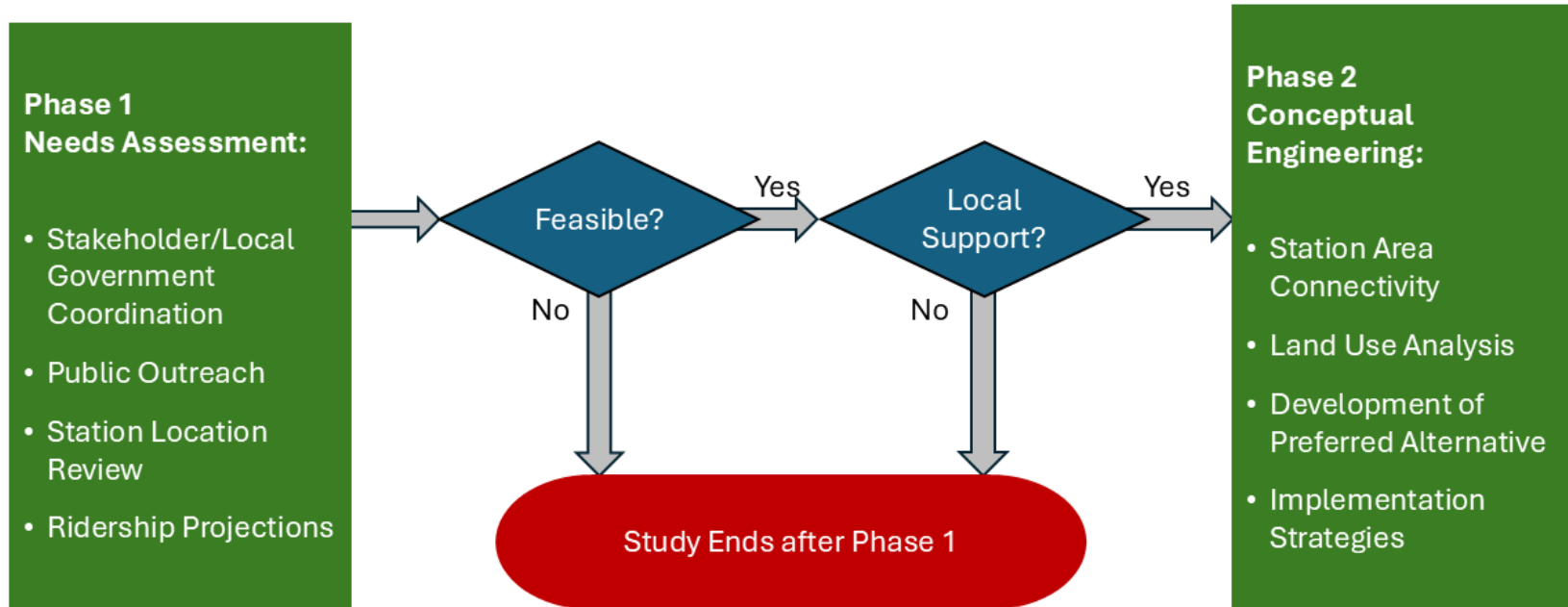
Section 3. This resolution shall be in effect immediately upon its adoption.

Jennifer Justice, President
North Central Texas Council of Governments
Councilmember, City of Richardson

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on June 25, 2026.

T.J. Gilmore, Secretary-Treasurer
North Central Texas Council of Governments
Mayor, City of Lewisville

Phased Approach





North Central Texas Council of Governments

Item 9

Exhibit: 2026-06-09-TR

Meeting Date: June 25, 2026

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

Item Title: Resolution Approving Modifications to the FY2026 and FY2027 Unified Planning Work Program for Regional Transportation Planning

The Unified Planning Work Program for Regional Transportation Planning (UPWP) is required by federal and State transportation planning regulations and provides a summary of the transportation and related air quality planning tasks to be conducted by Metropolitan Planning Organization (MPO) staff. The FY2026 and FY2027 UPWP was approved by the Regional Transportation Council (RTC) and North Central Texas Council of Governments (NCTCOG) Executive Board in July 2025 and identifies the activities to be carried out between October 1, 2025, and September 30, 2027. The following modifications to the Work Program are being proposed for Executive Board approval in its role as RTC's fiscal agent and have been approved by the RTC. These bottom five projects are being advanced as part of the three-year RTC Management & Operations Program.

The following modifications affect existing projects for which financial adjustments are being proposed:

- 1.04 Computer and Audio/Video Resources (add \$5,000 in Regional Transportation Council Local funds in FY2026 and \$35,000 in FY2027 to continue support for video streaming services)
- 3.01 Transportation Project Programming – Transportation Improvement Program (add \$300,000 in Regional Transportation Council Local funds in FY2027 to facilitate staff efforts to track federal, State, and regional funding and support implementation of transportation projects in the region)
- 5.01 Regional Transportation Studies – Intercity and Regional Passenger Rail Planning (add \$300,000 in Regional Transportation Council Local funds in FY2027 to continue advanced planning and engineering support of high-speed rail)
- 5.08 Regional Aviation Planning and Education – Urban Air Mobility and Advanced Air Mobility Integration, Aviation Education Integration and Outreach, and Regional Aviation System Planning (add \$770,000 in Regional Transportation Council Local funds in FY2027 to continue support for aviation-related activities)

- 5.09 Regional Military and Community Coordination – Naval Air Station Joint Reserve Base Fort Worth Land Use and Community Outreach Implementation (add \$78,000 in Regional Transportation Council Local funds in FY2027 to continue support for activities related to the NAS JRB Fort Worth Regional Coordination Committee)
- 5.09 Regional Military and Community Coordination – Regional Military Compatible Use Implementation (add \$275,000 in Regional Transportation Council Local funds in FY2027 to continue support for compatible development surrounding military installations)

Additional information and a draft resolution authorizing approval of the proposed UPWP modifications are attached for Executive Board consideration. Staff will be available to answer any questions the Board may have on this item.

va
Attachments

RESOLUTION APPROVING MODIFICATIONS TO THE FY2026 AND FY2027 UNIFIED PLANNING WORK PROGRAM FOR REGIONAL TRANSPORTATION PLANNING

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, federal law, the Infrastructure Investment and Jobs Act, assigns the MPO the responsibility for carrying out the metropolitan planning process, in cooperation with the State and operators of publicly owned transit services; and,

WHEREAS, the Infrastructure Investment and Jobs Act assigns the MPO the responsibility for development of a Unified Planning Work Program which addresses the planning priorities of the metropolitan area and describes the metropolitan transportation and related air quality planning activities to be undertaken and capital purchases to be made to support the planning process; and,

WHEREAS, the FY2026 and FY2027 Unified Planning Work Program for Regional Transportation Planning was approved by the Regional Transportation Council and NCTCOG Executive Board in July 2025; and,

WHEREAS, project funding adjustments have resulted in the need to amend the FY2026 and FY2027 Unified Planning Work Program; and,

WHEREAS, the proposed modifications to the FY2026 and FY2027 Unified Planning Work Program for Regional Transportation Planning have been approved by the Regional Transportation Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1.** The Executive Board approves the June 2026 amendments to the FY2026 and FY2027 Unified Planning Work Program for Regional Transportation Planning.
- Section 2.** The appropriate fiscal year budgets are hereby amended to incorporate the resources associated with the approval of this resolution.
- Section 3.** This resolution shall be in effect immediately upon its adoption.

Jennifer Justice, President
North Central Texas Council of Governments
Councilmember, City of Richardson

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on June 25, 2026.

T.J. Gilmore, Secretary-Treasurer
North Central Texas Council of Governments
Mayor, City of Lewisville



MODIFICATIONS TO THE FY2026 AND FY2027 UNIFIED PLANNING WORK PROGRAM (UPWP)

**Executive Board
June 25, 2026**

**Transportation Department
North Central Texas Council of Governments**



MODIFICATIONS AFFECTING EXISTING PROJECTS

UPWP Project	Funding Source	UPWP Funding Changes	Revised Two-Year Programming
Subtask 1.04 – Computer and Audio/Video Resources	RTC Local	\$40,000	\$641,585
Subtask 3.01 – Transportation Improvement Program	RTC Local	\$300,000	\$300,000
Subtask 5.01 – Intercity and Regional Passenger Rail Planning	RTC Local	\$300,000	\$319,000
Subtask 5.08 – Urban Air Mobility and Advanced Air Mobility Integration, Aviation Education Integration and Outreach, and Regional Aviation System Planning	RTC Local	\$770,000	\$2,743,000
Subtask 5.09 – Naval Air Station Joint Reserve Base Fort Worth Land Use and Community Outreach Implementation	RTC Local	\$78,000	\$138,000
Subtask 5.09 – Regional Military Compatible Use Implementation	RTC Local	\$275,000	\$461,000



North Central Texas Council of Governments

Item 10

Exhibit: 2026-06-10-EDO

Meeting Date: June 25, 2026

Submitted By: Prit Patel
Senior Economic Development Manager

Item Title: Appointments to the North Central Texas Economic Development District Board (NCTEDD)

The North Central Texas Economic Development District (NCTEDD) Board functions as an advisory board to the North Central Texas Council of Governments (NCTCOG) Executive Board. The NCTEDD Board guides the work of the region’s Economic Development District, which is managed and staffed by NCTCOG. The region was designated as a District by the U. S. Economic Development Administration (EDA) in December 2016.

The NCTCOG Executive Board is being asked to make three (3) appointments for vacant seats on the NCTEDD Board. These appointments provide an opportunity to strengthen and diversify economic development representation on the NCTEDD Board.

Three-Year Term Appointment Request	Board Category
Michael Talley, Economic Development Director, City of Plano	250,000 - 500,000 Population Category
Matt Runnels, Executive Director, Decatur Economic Development Corporation	<30,000 Population Category
Jason Moore, City Manager, Richland Hills	<30,000 Population Category

This District Board is organized in accordance with Federal Regulations, and its membership includes officials and/or employees of general-purpose local governments, educational institutions, private sector representatives, and other economic development stakeholders who must be residents of and/or work in State Planning Region 4 – the North Central Texas Region

As set forth in the bylaws of the District, approved by the NCTCOG Executive Board, the NCTCOG Executive Board will appoint up to 53 NCTEDD Board members, including:

- representatives from each of the 16 counties;
- 20 representatives from cities;
- 3 representatives from Workforce Solutions;
- 5 representatives from the Educational Sector; and
- 9 representatives from Principal Economic Interests (Chambers of Commerce, Economic Development Corporations, Labor Groups, Private Sector, and any other Principal Economic Interests organizations)

Each Board member serves a term of three years and may not serve more than three consecutive three-year terms, so long as they continue to meet qualifications for the category they represent.

I will be available at the Board meeting to answer questions, or Board members can contact me at 817-704-5666.

PRIMARY RESPONSIBILITY OF BOARD

The North Central Texas Economic Development District Board (EDD Board) is the primary policy advisory board to the NCTCOG Executive Board in fulfilling the responsibilities as the North Central Texas' Regional Economic Development District (the District) in state planning Region IV (NCTCOG's 16-county area). The EDD Board is responsible for ensuring:

- a) the performance of any and all duties imposed on them collectively or individually by law, or by the District Bylaws;
- b) the development of plans, as well as an oversight and evaluation system for all Economic Development District programs;
- c) the attainment of effective outcomes consistent with Comprehensive Economic Development Strategy (CEDS) goals, objectives and performance standards approved by EDA;
- d) the effective administration of the EDA EDD required programs; and
- e) meetings take place at such times and places as required by the District Bylaws

NUMBER OF COMMITTEE MEMBERS: Up to 53 Member

APPOINTING AUTHORITY: NCTCOG Executive Board

TERMS OF OFFICE: Three-year terms

Each EDD Board member shall serve terms of three years. Upon expiration of their term, each member shall hold his/her term until they are reappointed or replaced by the NCTCOG Executive Board as established in the District Bylaws. EDD Board members may not serve more than three consecutive three-year terms, and only so long as they continue to meet qualifications for the category they represent.

STANDARD MEETING TIME, DATE, LOCATION: Quarterly (Meetings can be called more or less frequently as needed) 10:00 A.M. at NCTCOG/virtual.

SPECIAL REQUIREMENTS:

EDD Board membership shall include officials and/or employees of general-purpose local governments, educational institutions and private sector representatives, and they must be residents of and/or work in State Planning Region 4 – the North Central Texas 16-County Region.

**North Central Texas Council of Government's
NORTH CENTRAL TEXAS ECONOMIC DEVELOPMENT DISTRICT BOARD**

OFFICERS	NAME AND ORGANIZATION
Chair	Kassandra Carroll, Sr. Director of Economic Development, City of Waxahachie
Vice Chair	Jim Wehmeier, Chief Executive Officer, City of Princeton Economic Development Corporation/Community Development Corporation
Secretary-Treasurer	Chris Strayer, Executive Director, Parker County Economic Development Corporation

COUNTIES - 16 COUNTIES (1 SEAT EACH COUNTY)

1. **COLLIN:** Honorable Ron Simmons, Chairman of the Board for the Texas Mutual Insurance Company
2. **DALLAS:** Luis Tamayo, Director of Economic Development, Dallas County
3. **DENTON:** Rina Maloney, Grants and Economic Development Program Manager, Economic Development, Denton County
4. **ELLIS:** Kyle Kinatader, President and CEO, Midlothian Economic Development
5. **ERATH:** Jeff Sandford, Executive Director, Stephenville Economic Development Authority
6. **JOHNSON:** Alex Phillips, Economic Development Director, City of Burleson
7. **KAUFMAN:** Stewart McGregor, Executive Director, Kaufman Economic Development Corporation
8. **NAVARRO:** John Boswell, Economic Development Director, Navarro County and City of Corsicana
9. **TARRANT:** Maegan South, Economic Development Manager, Tarrant County
10. **WISE:** J.D. Clark, County Judge, Wise County
11. **PALO PINTO:** Nate Dyhre, Director of Economic Development, City of Mineral Wells
12. **PARKER:** Chris Strayer, Executive Director, Parker County Economic Development Corporation
13. **ROCKWALL:** Judge Frank New, County Judge, Rockwall County
14. **HOOD:** VACANT
15. **HUNT:** VACANT
16. **SOMERVELL:** VACANT

CITIES - TOTAL OF 22 SEATS – SIX POPULATION CATEGORIES

>500,000 (2 SEATS) *2 cities, includes Dallas, Fort Worth*

17. Gaby Castillo, Business Development Coordinator, City of Dallas
18. Jessica Rogers, Director of Economic Development, City of Fort Worth

BETWEEN 250,000 - 500,000 (2 SEATS) *3 cities, includes Arlington, Irving, Plano*

19. Bryan Haywood, Economic Development Project Manager, City of Irving
20. VACANT

BETWEEN 100,000 - 250,000 (2 SEATS) *10 cities, includes Carrollton, Denton, Frisco, Grand Prairie, McKinney, Mesquite, Garland, Lewisville, Richardson, Allen*

21. Erica Sullivan, Economic Development Program Administrator, City of Denton
22. Michael Kowski, President and CEO, McKinney Economic Development Corporation

BETWEEN 30,000 - 100,000 (6 SEATS) 28 cities, includes Eules, Flower Mound, Mansfield, North Richland Hills, Rowlett, Bedford, Burleson, Cedar Hill, Cleburne, Coppell, DeSoto, Duncanville, Farmers Branch, Grapevine, Greenville, Haltom City, Hurst, Keller, Lancaster, Little Elm, Midlothian, Rockwall, Southlake, The Colony, Waxahachie, Weatherford, Wylie, Prosper

23. Craig Hulse, Director of Economic Development, City of North Richland Hills
24. Cassandra Carroll, Sr. Director of Economic Development, City of Waxahachie
25. Jennette Espinosa, Executive Director, Little Elm Economic Development Cooperation
26. Shane Shepard, Economic Development Director, City of Lancaster
27. Chris Fuller, Deputy City Manager, City of Cleburne
28. Gus Garcia, Executive Director of Economic Development, City of DeSoto

<30,000 (8 SEATS) 122 cities

Collin County (Anna, Blue Ridge, Celina, Fairview, Farmersville, Josephine, Lavon, Lowry Crossing, Lucas, Melissa, Murphy, Nevada, Parker, Princeton, Sachse, St. Paul)

Dallas County (Addison, Balch Springs, Cockrell Hill, Glenn Heights, Highland Park, Hutchins, Seagoville, Sunnyvale, University Park Wilmer)

Denton County (Argyle, Aubrey, Bartonville, Copper Canyon, Corinth, Cross Roads, Double Oak, Hickory Creek, Highland Village, Justin, Krugerville, Krum, Lake Dallas, Northlake, Oak Point, Pilot Point, Ponder, Providence, Roanoke, Sanger, Shady Shores, Trophy Club)

Ellis County (Ennis, Ferris, Italy, Oak Leaf, Ovilla, Palmer, Red Oak)

Erath County (Dublin, Stephenville)

Hood County (Cresson, DeCordova, Granbury)

Hunt County (Caddo Mills, Commerce, Quinlan, West Tawakoni, Wolfe City)

Johnson County (Alvarado, Godley, Grandview, Joshua, Keene, Rio Vista, Venus)

Kaufman County (Combine, Crandall, Forney, Kaufman, Kemp, Maybank, Talty, Terrell)

Navarro County (Corsicana, Kerns, Rice)

Palo Pinto County (Mineral Wells)

Parker County (Aledo, Annetta, Hudson Oaks, Reno, Springtown, Willow Park)

Rockwall County (Fate, Heath, McLendon-Chisolm, Royse City)

Somervell County (Glen Rose)

Tarrant County (Azle, Benbrook, Blue Mound, Colleyville, Crowley, Dalworthington Gardens, Edgecliff Village, Everman, Forest Hill, Haslet, Kennedale, Lake Worth, Lakeside, Pantego, Pelican Bay, Richland Hills, River Oaks, Sansom Park, Watauga, Westlake, Westworth Village, White Settlement)

Wise County (Alvord, Aurora, Boyd, Bridgeport, Chico, Decatur, New Fairview, Newark, Rhome, Runaway Bay)

29. Chris Dyer, Community Development Director, City of Balch Springs
30. John M. Smith, Town Administrator, Town of Hickory Creek
31. Jim Wehmeier, Chief Executive Officer, City of Princeton Economic Development Corporation/Community Development Corporation
32. John Knight, Assistant Director of Economic Development, City of Red Oak
33. Miriam Castillo, Economic Development Director, City of Ennis
34. Hillary Cromer, Economic Development Director, City of Alvarado
35. VACANT
36. VACANT

WORKFORCE SOLUTIONS (3 SEATS) *includes 1 seat for each of the three regional Workforce Solutions*

37. Robert Sturns, Executive Director of Workforce Solutions for Tarrant County
38. Richard Perez, Senior Research and Data Manager, Workforce Solutions Greater Dallas
39. Phedra Redifer, Executive Director, Workforce Solutions North Central Texas

EDUCATION SECTOR (5 SEATS) *includes Community Colleges, 4-Year Universities, Independent School Districts, Education Service Centers, Trade Schools, and other Educational Organizations*

40. Ben Magill, Associate Vice Chancellor of Economic Opportunity, Dallas College
41. Dr. Suku Nair, Vice Provost for Research and Chief Innovation Officer, Southern Methodist University
42. Dr. Rupa Iyer, Vice President of Research Innovation & Economic Development, Tarleton State University
43. Jenny Mizutowicz, Director of Economic Development and Sustainability Liaison, University of Texas at Dallas
44. Dr. Jana Melsheimer, Executive Director, Region 10 Education Service Center

PRINCIPAL ECONOMIC INTERESTS (9 SEATS) *includes staff from Chambers of Commerce, Economic Development Corporations, Labor Groups, Private Sector, and any other Principal Economic Interests organizations.*

45. Janie Havel, Economic Development and Tourism, Office of the Governor
46. Kevin Shatley, Director of Economic Development, Dallas Regional Chamber
47. Nika Reinecke, Principal at Envision Planning Group LLC
48. Leah Clark, Executive Director, Bridgeport Economic Development Corporation
49. Mickey Hillock, President, Hillock Foods, Inc.
50. Pamela Mundo, Founder and President of Mundo and Associates Consulting Firm
51. Taylor Shead, Chief Executive Officer, STEMuli Studios
52. Michael Grace, City of Duncanville Resident
53. Gabby Everett, Director of Business Operations and Strategy, BioLabs



North Central Texas Council of Governments

Item 11

Exhibit: 2026-06-11-AA

Meeting Date: June 25, 2026

Submitted By: Randy Richardson
Director of Administration

Item Title: Resolution Authorizing a Contract with PaymentWorks, Inc. for a Vendor Management System

This is a request to enter into an agreement with PaymentWorks, Inc. for a Vendor Management System (VMS) for the North Central Texas Council of Governments (NCTCOG).

NCTCOG's current vendor management processes are manual and time-intensive for staff. In addition, as fraud attempts continue to become more sophisticated and difficult to detect within the vendor lifecycle, there is an increasing need to strengthen controls around vendor onboarding, vendor data management, and payment security. In an effort to enhance the agency's vendor management processes, staff conducted market research and consulted a peer municipal user to identify a software solution that could increase efficiency, effectiveness, accuracy, and security within the vendor lifecycle.

Staff identified PaymentWorks, Inc. as the best provider for NCTCOG's needs. PaymentWorks, Inc. provides a cloud-based vendor onboarding and payment security solution that centralizes and automates the collection, verification, approval, and maintenance of vendor information. The platform allows vendors to securely submit business, tax, contact, and banking information through a self-service portal, while supporting vendor identity verification, banking validation, compliance screening, audit trails, fraud indemnification up to \$2 million per transaction, and continuous monitoring of supplier records and security risks.

These features are intended to reduce manual processes and email-based exchanges, improve the accuracy and consistency of vendor setup, enhance internal controls over vendor master data, mitigate fraud and payment-related risks, and reduce the likelihood of operational disruption. The solution also supports a more transparent and secure vendor lifecycle that incorporates robust data security measures into NCTCOG's existing practices – from enrollment through payment execution. PaymentWorks, Inc. is available through Texas Department of Information Resources cooperative contract No. DIR-CPO-5687.

A draft resolution authorizing a contract with PaymentWorks, Inc. for a Vendor Management System for a maximum five (5) year term and in an amount not to exceed \$197,000 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 WITH PAYMENTWORKS, INC. FOR A VENDOR MANAGEMENT SYSTEM

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 staff recommend executing an agreement with PaymentWorks, Inc. for a Vendor Management System for a maximum five (5) year term and in an amount not to exceed \$197,000; and,

WHEREAS, PaymentWorks, Inc. is available on the Texas Department of Information Resources (DIR) cooperative contract # DIR-CPO-5687; 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 PaymentWorks, Inc. for a Vendor Management System, for a maximum five (5) year term and in an amount not to exceed \$197,000, 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.

Jennifer Justice, President
North Central Texas Council of Governments
Councilmember, City of Richardson

I hereby certify that this Resolution was adopted by the Executive Board of the North Central Texas Council of Governments on June 25, 2026.

T.J. Gilmore, Secretary-Treasurer
North Central Texas Council of Governments
Mayor, City of Lewisville

June 25, 2026

Vendor Management System: Authorization Request Briefing

Presented By:
Randy Richardson
Director of Administration



1

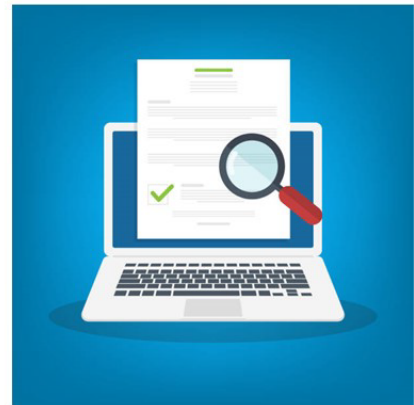
Overview

- **Current State:** Current processes are manual and time-intensive for staff. Fraud attempts continue to become more sophisticated and difficult to detect within the vendor lifecycle, and there is an increasing need to strengthen controls.
- **Proposed Solution:** Staff recommends a centralized vendor onboarding and payment security solution that automates the collection, verification, approval, and maintenance of vendor information.

Recommended Platform: **PaymentWorks**

Key Benefits:

- Allows vendors to securely submit business, tax, contact, and banking information via self-service portal
- Vendor identity and banking verification
- Compliance screening and audit trails
- Fraud risk transfer - domestic ACH indemnification up to \$2M per occurrence
- Continuous monitoring of vendor records and security risks
- Reduction of manual processes and email-based exchanges
- Transparent and secure vendor lifecycle that incorporates robust data security measures into NCTCOG's existing practices



What is Being Requested Today?

Executive Board Authorization to sign a contract with PaymentWorks, Inc. for a Vendor Management System with a maximum five (5) year term and in an amount not to exceed \$197,000 through Texas Department of Information Resources cooperative contract No. DIR-CPO-5687.



North Central Texas Council of Governments

Item 12

Exhibit: 2026-06-12-TR

Meeting Date: June 25, 2026

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

Item Title: Status Report on Regional Transportation Council Officers for the 2026-2027
Term

The Regional Transportation Council (RTC) serves as the Metropolitan Planning Organization Policy Committee. The RTC is comprised primarily of local elected officials and has been and continues to be the regional forum for cooperative decisions on transportation. The committee was created to ensure that the comprehensive performance-based multimodal transportation planning process is based on a continuing, cooperative, and comprehensive planning process.

At its June 11, 2026, meeting, the Regional Transportation Council elected new officers to serve for the 2026-2027 term. The officers are Stephen Mason, Chair, Mayor, City of Cedar Hill; Jill Jester, Secretary, Councilmember, City of Denton; and Manny Ramirez, Commissioner, Tarrant County.

I will provide a brief presentation on this item and be available to answer any questions.

vpj



North Central Texas Council of Governments

Item 13

Exhibit: 2026-06-13-AA

Meeting Date: June 25, 2026

Submitted By: Randy Richardson
Director of Administration

Item Title: Status Report on Agency Administration Transparency Enhancements Efforts

The NCTCOG Administration department is working on a variety of projects aimed at increasing transparency of North Central Texas Council of Governments (NCTCOG) operations to our member governments and to the public. At this time, staff wish to provide an update regarding two key transparency efforts.

1. Standardizing procurement information presented to the Executive Board
2. Working to accomplish a municipal transparency award

Administration researched the standard solicitation information published within the public meeting agendas of twelve (12) local bodies to ensure that NCTCOG's procurement-related agenda items align with standard best practices and transparency expectations. As a result of this research, staff formalized the following key items that shall be included in all applicable purchasing-related agenda items. These six (6) items have been shared with all NCTCOG program directors:

- Date RFP was published
- Date RFP was closed
- Number of responsive bids received
- Scoring committee make up (entities only, no evaluator names)
- Evaluation criteria summary
- Winner(s) recommended for award

Administration is also looking to apply for the Transparency Star for Open Government and Compliance – an award granted by the Texas Comptroller's Office that recognizes entities with open and transparent governance practices. This award highlights the importance of:

- Meeting content/video availability
- Proper content retention
- Accessible documentation
- Straightforward visualizations of organizational structure
- Consistent transparency reporting practices

Administration has partnered with the Executive Director's office to ensure that NCTCOG's processes align with the award specifications. Currently, staff are verifying that the relevant information is available on the NCTCOG website in a format that is straightforward to find and view. Administration will continue to provide updates on the status of this award where applicable.

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

June 25, 2026

Status Report on Agency Administration Transparency Efforts

Presented By: Randy Richardson
2026-06-13-AA



Key Efforts

- 1) Procurement Information Standardization
- 2) Transparency Star for Open Government and Compliance

Procurement Information Standardization

Six key items will be included in all applicable purchasing-related agenda items brought to the Executive Board:

1. Date RFP was published
2. Date RFP was closed
3. Number of responsive bids received
4. Scoring committee make up (entities only, no evaluator names)
5. Evaluation criteria summary
6. Winner(s) recommended for award

Status Report on Agency Administration Transparency Efforts



Transparency Star Award

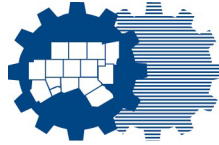
NCTCOG is seeking to apply for the Texas Comptroller's Transparency Star for Open Government and Compliance. The award emphasizes:

- Meeting content/video availability
- Proper content retention
- Accessible documentation
- Straightforward visualizations of organizational structure
- Consistent transparency reporting practices



Status Report on Agency Administration Transparency Efforts

4



North Central Texas Council of Governments

Item 14

Exhibit: 2026-06-14-TR

Meeting Date: June 25, 2026

Submitted By: Ken Kirkpatrick
General Counsel

Item Title: Status Report on the Metropolitan Planning Organization Agreement

The purpose of this item is to provide a status report on the Metropolitan Planning Organization Agreement (“MPO Agreement”). The MPO Agreement outlines the respective roles and responsibilities of the Texas Department of Transportation (TxDOT), the North Central Texas Council of Governments (NCTCOG), and the Regional Transportation Council (RTC) in carrying out the federally required metropolitan planning organization (MPO) functions 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 indicating it was ready for execution. On May 27, 2026, TxDOT communicated that the draft agreement was undergoing further review and TxDOT was not prepared to execute the current draft (Attachment 2). TxDOT has not provided any formal updates on its review. Staff understands that TxDOT does not have an urgent need to execute the draft agreement and TxDOT will revisit the issue later in the year. The Executive Board at its meeting in May approved a communication to the RTC on NCTCOG’s intent to remain the Fiscal Agent for the MPO functions (Attachment 3).

On June 11, 2026, the RTC adopted a resolution approving the execution of the MPO Agreement with a request for TxDOT and NCTCOG to execute as well. RTC Chair Bailey has executed the draft agreement (Attachment 4). The version executed by the RTC is consistent with the draft provided by TxDOT to NCTCOG on May 13, 2026.

The substantive changes in the proposed agreement relate to the parties and their respective responsibilities, namely which party is defined as the metropolitan planning organization. In 1974, NCTCOG was designated by the Governor as the MPO with the RTC as the policy-making body for MPO functions in the Dallas-Fort Worth region in accordance with 23 USC §134. The partially executed agreement identifies RTC as the MPO and NCTCOG as the Fiscal Agent, which is a fundamental change from the current agreement. The current agreement executed in 2018 remains in effect until such time as the parties approve and execute a new 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:

Humberto Gonzalez Jr. P.E.

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 DocuSign signature box.

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

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

- 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:

Contract No.:	50-19X20006
Federal Highway Administration:	
CFDA Title:	
CFDA No.:	20.205/20.505
Not Research and Development	

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
9/28/18

Date

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
Not Research and Development	

 THE DEPARTMENT

Signature

Peter Smith

Typed or Printed Name

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

Title

9/24/2018

Date

From: [Brian Barth](#)
To: [Rick Bailey - Johnson County \(rickb@johnsoncountytexas.org\); "councilplace1@burlesontexas.com"](#)
Cc: [Michael Morris](#); [Todd Little](#); [Humberto "Tito" Gonzalez Jr](#); [Brandye Hendrickson](#); [James Kirk II](#); [Dan Kessler](#)
Subject: FW: MPO Planning Agreement
Date: Wednesday, May 27, 2026 3:33:37 PM
Attachments: [MPO Planning Agreement - 2026-04-28.docx](#)

Chairman Bailey and President Jackson,

I wanted to provide an update regarding the MPO Planning Agreement that was previously submitted. The agreement is currently undergoing further review, and at this time TxDOT is not prepared to execute it. If you have any questions or need clarification, please feel free to reach out. I appreciate your patience as we continue our review process.

Best regards,

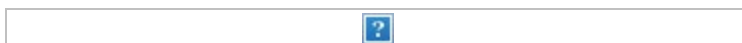
Brian R. Barth, P.E.
Deputy Executive Director, Program Delivery
Texas Department of Transportation
512-305-9527 (Office)
817-733-8188 (Mobile)
brian.barth@txdot.gov

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>](mailto:Humberto.Gonzalez@txdot.gov); [Casey Wells <Casey.Wells@txdot.gov>](mailto:Casey.Wells@txdot.gov); [James Kirk II <James.Kirk@txdot.gov>](mailto:James.Kirk@txdot.gov); [Caroline Mays <Caroline.Mays@txdot.gov>](mailto:Caroline.Mays@txdot.gov); [Brandye Hendrickson <Brandye.Hendrickson@txdot.gov>](mailto:Brandye.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
512-305-9527 (Office)
817-733-8188 (Mobile)
brian.barth@txdot.gov



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>;

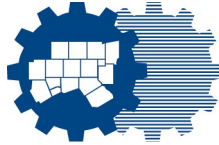
Brandye Hendrickson <Brandye.Hendrickson@txdot.gov>

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**

May 28, 2026

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

Dear Regional Transportation Council 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.

Without waiving any legal arguments in connection with on-going litigation, NCTCOG is and has been the Fiscal Agent since 1974. 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,

Signed by:

83C8A77C2BAC4AA...

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

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Not Research and Development	

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 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 (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 for the area and the Governor designated 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 Governor's designation of the MPO is withdrawn; 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.

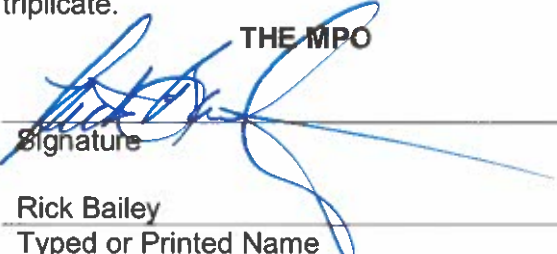
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Article 31. Signatory Warranty

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



 Signature

Rick Bailey

 Typed or Printed Name

 Policy Board Chair

 Date

THE FISCAL AGENT

 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

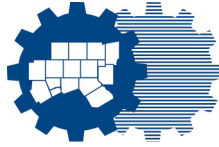
 Date

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	P	14	
Jennifer Justice Vice President	P	P	P	V	P	P	NM	P	P	P	V	P	V	V	P	14	
Brandon J. Huckabee Secretary/Treasurer	P	P	A	P	P	P	NM	P	P	V	V	V	A	A	P	11	
Chris Hill Past President	A	P	A	P	P	P	NM	P	P	V	V	P	V	V	P	12	
Christopher Boedeker	P	P	A	P	P	P	NM	V	P	P	A	P	A	V	P	11	
David Bristol	V	P	P	P	P	V	NM	V	A	P	V	P	V	V	V	13	
Carlos Flores	P	A	P	P	P	V	NM	P	P	P	V	P	A	V	P	12	
T.J. Gilmore	P	P	P	A	P	V	NM	P	P	P	V	P	P	V	P	13	
Darrell Hale				P	P	P	NM	P	P	P	V	V	A		P*	9	
Bowie Hogg	A	P	P	P	P	V	NM	A	P	P	P	P	P	P	P	12	
Rick Horne	P	P	A	P	P	V	NM	P	P	P	V	P	V	V	P	13	
Gary Hulsey	P	P	P	P	P	P	NM	A	P	P	P	P	P	P	P	13	
Clay Jenkins	P	P	P	P	P	P	NM	P	P	P	V	P	V	P	P	14	
Cara Mendelsohn	P	P	P	P	P	P	NM	P	P	P	V	P	V	V	P	14	
Bobbie Mitchell	P	P	P	P	P	P	NM	P	P	P	A	P	V	V	P	13	
Tim O'Hare	P	P	P	P	P	P	NM	P	P	P	V	P	P	P	P	14	
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	A	1	
TOTAL PRESENT	14	15	12	16	17	17	0	15	15	17	14	16	12	14	16	210	
Attendance Code:	P=Present A=Absent V=Virtual NM=No meeting *Check previous the posted attendance sheet for that month																

P Commissioner Hale appointed to fill Collin County vacant seat at May 28, 2026 meeting*



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

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