



North Central Texas Council of Governments

TO: NCTCOG Executive Board **DATE:** March 16, 2023
FROM: Mike Eastland
Executive Director
SUBJECT: Executive Board Meeting

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

DATE: March 23, 2023

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

REGULAR BOARD MEETING

TIME: 12:00 noon – Lunch
12:45 p.m. – Executive Board Meeting

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

ME:jw

North Central Texas Council of Governments

EXECUTIVE BOARD AGENDA

March 23, 2023 | 12:45 pm

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

Method of Meeting: Via Videoconference

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

Executive Board

1. _____ Andrew Piel
2. _____ Bill Heidemann
3. _____ Chris Hill
4. _____ David Sweet
5. _____ Rick Carmona
6. _____ J.D. Clark
7. _____ Jorja Clemson
8. _____ Janet DePuy
9. _____ Carlos Flores

10. _____ Clyde Hairston
11. _____ Clay Jenkins
12. _____ Victoria Johnson
13. _____ Todd Little
14. _____ Linda Martin
15. _____ Cara Mendelsohn
16. _____ Bobbie Mitchell
17. _____ Tim O'Hare
18. _____ Victoria Neave Criado

Staff

- | | |
|------------------------|--------------------|
| _____ Mike Eastland | _____ Jerri Watson |
| _____ Monte Mercer | |
| _____ Tim Barbee | |
| _____ Doni Green | |
| _____ Edith Marvin | |
| _____ Maribel Martinez | |
| _____ Michael Morris | |
| _____ Phedra Redifer | |
| _____ Molly Rendon | |
| _____ Christy Williams | |

REGULAR SESSION: 12:45 pm

Call to order time: _____

Pledge to the United States and Texas Flags

Public Comment on Agenda Items (Must be physically present)

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

ACTION:

Motion/Second	Item #	Name of Item
_____/____	1	Approval of Minutes
_____/____	2	Resolution Amending Authorization of FY2023 Purchases of Computer Hardware, Software, and Information Technology Contract Services for the Agency - Tim Barbee
_____/____	3	Resolution Authorizing the Greenville Workforce Center Lease Extension - Phedra Redifer
_____/____	4	Resolution Authorizing Agreements with the Collaborative Adaptive Sensing of the Atmosphere (CASA WX) Program - Maribel Martinez

- ___/___ 5 Resolution Endorsing an Agreement with Tarrant County College District for Urban Search and Rescue Training and Exercises - Maribel Martinez

- ___/___ 6 Resolution Authorizing Agreements for Receipt of Funds from the US Department of Energy - Michael Morris

- ___/___ 7 Resolution Authorizing Submittal to Federal Railroad Administration Corridor Identification and Development Program - Michael Morris

- ___/___ 8 Resolution Authorizing Agreements with TxDOT for NCTCOG to Provide Technical Assistance to the TxDOT Dallas and Fort Worth Districts - Michael Morris

APPOINTMENTS:

- ___/___ 9 Announcement of the President’s 2023 Executive Board Nominating Committee - Andrew Piel

STATUS REPORTS:

- ___/___ 10 Status Report on Draft Resolution Approving an Interlocal Agreement between the North Central Texas Council of Governments, the Regional Transportation Council, and Dallas Area Rapid Transit Concerning the Cotton Belt Regional Bicycle/Pedestrian Trail - Michael Morris

MISCELLANEOUS:

- ___/___ 11 Old and New Business

- ___/___ 12 Future Calendar and Attendance

- ___/___ 13 Aging Program Status Report and Discussion on Dementia Friendly North Central/East Texas - Doni Green

Adjournment: _____

A closed executive session may be held on any of the above agenda items when legally justified pursuant to Subchapter D of the Texas Open Meetings Act (Texas Government Code Chapter 551).

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

Minutes — February 23, 2023

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

President Piel called the regular meeting of the North Central Texas Council of Governments Executive Board to order at 12:49 on February 23, 2023.

Members of the Board Present:

- | | |
|-------------------|----------------------|
| 1. Andrew Piel | 9. Clay Jenkins |
| 2. Bill Heidemann | 10. Victoria Johnson |
| 3. Chris Hill | 11. Todd Little |
| 4. David Sweet | 12. Linda Martin |
| 5. Rick Carmona | 13. Cara Mendelsohn |
| 6. J.D. Clark | 14. Bobbie Mitchell |
| 7. Janet DePuy | 15. Tim O’Hare |
| 8. Carlos Flores | |

Members of the Board Absent:

1. Jorja Clemson
2. Clyde Hairston
3. Glenn Rogers

Members of the Staff Present:

Mike Eastland, Monte Mercer, Molly Rendon, Doni Green, Michael Morris, Edith Marvin, Maribel Martinez, Christy Williams, Jerri Watson, Ken Kirkpatrick, James Powell, Michael Bort, Chris Klaus, Brett Ogletree, Casey Cannon, Lisa Sack, Debra Kosarek, Randy Richardson, Jon Blackman, Mindy Mize, Vickie Alexander, Maggie Lira

Visitors Present:

Roger Tovar, CPA, Sr. Manager | WhitleyPenn; Lauren Trimble, Dallas County; Grant Keyes | Kiewit; Edward Hartnagel | Motorola Solutions

REGULAR SESSION

PUBLIC COMMENT ON AGENDA ITEMS

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

ACTION:

Item 1 Approval of Minutes

President Piel stated that the first item on the agenda was approval of the minutes from the January Board meeting.

Upon a Motion by Mayor Carmona (seconded by Councilmember Mendelsohn), and unanimous vote of all members present, the Board approved the minutes of the January Executive Board meeting.

Item 2 Resolution Authorizing Contract with Halff Associates, Inc. for the Integrated Stormwater Management Program

Edith Marvin, Director of Environment & Development, requested Board authorization to enter a contractual

agreement with Halff Associates, Inc., for the Integrated Stormwater Management (iSWM) Program, for a maximum five (5) year term and in an amount not to exceed \$500,000. She explained that the Integrated Stormwater Management (iSWM) Program was developed in 2002 by NCTCOG and its member governments to provide assistance and guidance for development and redevelopment related to storm water initiatives in North Central Texas. The Public Works Council and iSWM Implementation Subcommittee comprised of local government and private sector professionals in the fields of public works, engineering, stormwater management, planning, and development provide oversight and policy guidance for this program, funding, and necessary updates. She further explained that the project consultant was chosen in 2016 to assist with the program and had performed under a contract that included extensions which expired in April 2022. Thus, a RFSQ #NCT-2022-018 was issued to receive qualified responses from engineering consulting firms. Following evaluation, the iSWM Implementation Subcommittee recommended Halff Associates, Inc.

Mike Eastland announced Edith's pending retirement and thanked her for her service to the COG.

Exhibit: 2023-02-02-ED

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

Item 3 Resolution to Accept and Acknowledge Receipt of the Annual Comprehensive Financial Report for Fiscal Year 2022

Judge Hill, Chair of the Audit Committee, explained to the Board that the Audit Committee met prior to the Executive Board meeting and reviewed the Annual Comprehensive Financial Report (ACFR) and single audit reports for the fiscal year that ended September 30, 2022. He stated that Roger Tovar, CPA, Sr. Manager with WhitleyPenn, presented the final reports to the Audit Committee that was scheduled for 11:15 a.m. The Committee had the opportunity to ask questions of Mr. Tovar or staff during the presentation as well as the opportunity to address the auditors without staff being present. Judge Hill also commended the staff for their work.

Exhibit: 2023-02-03-AA

Upon a Motion by Judge Hill (seconded by Judge Clark), and unanimous vote of all members present, the Board approved the resolution as presented.

Item 4 Resolution Authorizing Contract with Frost Bank for Depository Services

Molly Rendon, Director of Administration, requested Board authorization to enter a contractual agreement with Frost Bank for depository services, for a five (5) year term. She explained a competitive procurement was recently conducted and proposals were received from PlainsCapital Bank and Frost Bank. Following evaluation, staff is recommending a five (5) year contract be issued to Frost Bank.

Exhibit: 2023-02-04-AA

Upon a Motion by Judge Clark (seconded by Councilmember Johnson), and unanimous vote of all members present, the Board approved the resolution as presented.

Item 5 Resolution Authorizing Submittal of FY2023 RAISE Grant Applications to the United States Department of Transportation

Michael Morris, Director of Transportation, requested Board authorization for submittal of three applications to the United States Department of Transportation (USDOT) under the FY 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program in the amount of \$74,968,890. He explained that the following projects will be submitted by NCTCOG: Southern Gateway Deck Park – Phase 2, Klyde Warren Park – Phase 2, and East Lancaster Avenue Complete Streets and Transit Technology Project and stated the Regional Transportation Council (RTC) has approved the three projects. Staff will work with USDOT and partner agencies to determine the most efficient methods to bring the funds to the region and implement proposed projects.

Details of each project are identified below:

FY 23 RAISE GRANT – NCTCOG PROJECTS – COMPLETE LIST / ATTRIBUTES



PROJECT			COST / FUNDING STATUS						
TITLE	DESCRIPTION / LIMITS	E / W	NON-FEDERAL			FEDERAL			TOTAL COST
			NCTCOG / TxDOT	Local / Private	%	NCTCOG / TxDOT	RAISE Grant	%	
FY 23 RAISE CANDIDATE PROJECTS – NCTCOG									
Southern Gateway Deck Park – Phase 2	Construct foundational structural, safety, multimodal transportation, & hardscape elements to expand deck park over to Marsalis Avenue bridge.	EAST	N/A	\$20,000,000 ¹	30%	\$7,000,000 ²	\$40,000,000	70%	\$67,000,000
Klyde Warren Park – Phase 2	Construct foundational structural, safety, multimodal transportation, & hardscape elements for Pavilion Deck / 2 nd Level Plaza & West Lawn Deck.	EAST	N/A	\$18,045,600 ³	23%	\$36,800,000 ⁴	\$24,968,890	77%	\$79,814,490
East Lancaster Avenue Complete Streets & Transit Technology Project	Reconstruct aging East Lancaster Avenue (Pine Street – IH 820) into a context-sensitive multimodal corridor, with accommodations for an integrated high-capacity bus transit service, to revitalize a critical economic and socially significant asset for East Fort Worth.	WEST	\$44,713,968 ⁵	\$18,430,160 ⁶	35%	\$93,855,872 ⁷	\$25,000,000	65%	\$182,000,000
FY 23 RAISE CANDIDATE PROJECT – LOCAL/REGIONAL PARTNERS (with NCTCOG funding requests)									
Cotton Belt Trail – DART / NCTCOG Partnership ⁸	DART / NCTCOG partnership to construct Cotton Belt Trail segments in Richardson & Plano connecting to / from multiple DART Silver Line Rail stations.	EAST	N/A	\$10,480,000	26%	\$4,720,000	\$25,000,000	74%	\$40,200,000

1. Construction: Combined funds from City of Dallas, Dallas County, & Southern Gateway Public Green Foundation
 2. Engineering: Surface Transportation Block Grant (STBG) + Transportation Development Credits (TDC) for match
 3. Construction: \$7,899,100 - City of Dallas; \$1,300,900 - Dallas County; \$8,845,600 - Woodall Rodgers Park Foundation
 4. Construction: \$36,800,000 STBG (includes \$10,000,000 of RTCs contribution to be paid back over time)

5. Engineering (PE), Right-of-Way (ROW), & Federal Match: \$14,475,000 Existing TxDOT funds (\$3,225,000 PE + \$11,250,000 ROW + \$10,000,000 Match) + \$30,238,968 New TxDOT funds (\$8,775,000 PE + \$3,750,000 ROW + \$19,713,968 Match)
 6. Utilities: \$2,000,000 (Franchise); Construction: \$16,430,160 City of Fort Worth (2022 Bond Program) / other City sources per Resolution 5568-05-2022
 7. Construction: \$40,000,000 Existing TxDOT Federal (Cat 2) + \$53,855,872 New TxDOT Federal (Cat 2) to be requested in Unified Transportation Program (UTP) 10-Year Plan
 8. Per RTC Action - Item #5 (February 2023):
 Cotton Belt: \$10,480,000 = \$1,950,000 local match + \$1,030,000 betterments + \$7,500,000 DART (exchanged for RTC Federal)
 NCTCOG: \$4,720,000 = previously awarded Transportation Alternative (TA) Set-Aside funds



Executive Board Action Item – FY 2023 RAISE Grant

Exhibit: 2023-02-05-TR

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

Item 6 Resolution Authorizing Agreements for the Receipt of Funds for Planning and Implementation Programs from the Texas Department of Transportation

Michael Morris, Director of Transportation, requested Board authorization to receive Surface Transportation Block Grant Program, Congestion Mitigation and Air Quality Improvement Program, and Regional Toll Revenue funds and associated match in the amount of approximately \$29,522,000, (\$25,939,500 STBG + \$2,510,000 CMAQ + \$445,000 RTR + \$313,750 local match, \$313,750 State match + 5,187,900 in RTC Transportation Development Credits in lieu of match), as reflected in Attachment 1, from the Texas Department of Transportation (TxDOT). He explained that the Executive Board previously approved receipt of funding for continuation and enhancement of ongoing transportation and air quality initiatives and for new projects implemented and managed by North Central Texas Council of Governments (NCTCOG) staff. This item focuses on efforts such as education, outreach, safety, congestion reduction, multi-modal transportation opportunities, and air quality. The programming of funds for these projects were approved by the Regional Transportation Council (RTC). NCTCOG is responsible for 100 percent of project costs in excess of the authorized federal funding amount for the individual projects in Attachment 1.

ATTACHMENT 1

Program Title (Non-Construction Projects)	RTC Approval Date	Funding Source	Total Funding Amount (TDCs are not included in the total)	Federal/Regional	Match Amount				Fiscal Year(s)*	Program Status
					State	Local	RTR	TDC^		
Autonomous Mobile Vehicle to Residential Locations Pilot Project	5/12/2022	STBG	\$ 5,000,000	\$ 5,000,000	\$0	\$0	\$0	1,000,000	24	New
Develop, Test, and Implement Technology to Detect and Verify Auto Occupancy (Entire Managed Lane System)	10/13/2022	STBG	\$ 1,773,000	\$ 1,773,000	\$0	\$0	\$0	354,600	24	Ongoing
DFW Region: Management & Oversight of New Regional Safety Project Funding Program	10/13/2022	STBG	\$ 400,000	\$ 400,000	\$0	\$0	\$0	80,000	23	New
Input/Output Economic Model	10/13/2022	STBG	\$ 1,500,000	\$ 1,500,000	\$0	\$0	\$0	300,000	24	Ongoing
Management and Oversight of Regional Safety Program	10/13/2022	STBG	\$ 3,490,000	\$ 3,490,000	\$0	\$0	\$0	698,000	24	Ongoing
Pavement Condition on National Highway System Off System Roadways	1/12/2023	STBG	\$ 1,000,000	\$ 1,000,000	\$0	\$0	\$0	200,000	23	Ongoing
Planning Studies & Streamlined Project Delivery	1/12/2023	STBG	\$ 1,248,000	\$ 1,248,000	\$0	\$0	\$0	249,600	23	Ongoing
Region Wide Employer Trip Reduction	10/13/2022	STBG	\$ 2,569,500	\$ 2,569,500	\$0	\$0	\$0	513,900	24	Ongoing
Regional Goods Movement/Corridor Studies	10/13/2022	STBG	\$ 1,325,000	\$ 1,325,000	\$0	\$0	\$0	265,000	24	Ongoing
Regional Traffic Management Systems (Traveler Information System, Transportation System Management and Operations Data Engineer, Mobility Assistance Patrol, etc.)	10/13/2022	STBG	\$ 4,334,000	\$ 4,334,000	\$0	\$0	\$0	866,800	24-25	Ongoing
Regional Traffic Signal Retiming	10/13/2022	CMAQ	\$ 3,137,500	\$ 2,510,000	\$313,750	\$313,750	\$0	0	24	Ongoing
Special Events Management	10/13/2022	STBG	\$ 400,000	\$ 400,000	\$0	\$0	\$0	80,000	24	Ongoing
Technical and Legal Support for Innovative Finance on Transportation and Air Quality Projects in the Dallas-Fort Worth Region	10/13/2022	RTR	\$ 445,000	\$ 445,000	\$0	\$0	\$0	\$0	23	Ongoing
Technology and Innovation 3.0	10/13/2022	STBG	\$ 400,000	\$ 400,000	\$0	\$0	\$0	80,000	24	Ongoing
Travel Survey and Data Collection, Model Refinement Program	10/13/2022	STBG	\$ 2,500,000	\$ 2,500,000	\$0	\$0	\$0	500,000	24	Ongoing
			\$29,522,000	\$ 28,894,500	\$ 313,750	\$313,750	\$0	5,187,900		

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

^5,107,900 of Transportation Development Credits utilized in lieu of a local match and are not calculated in funding total.

Prepared for presentation to NCTCOG Executive Board February 2023

Exhibit: 2023-02-06-TR

Judge Little left the meeting and did not return.

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

Item 7 Resolution Authorizing Agreement with Swagit Productions, LLC, for Video Web Hosting Service and Equipment/Maintenance

Michael Morris, Director of Transportation, requested Board authorization to enter into contractual agreement with Swagit Productions, LLC for video web hosting service and the purchase, installation, and service of audio and video equipment, in an amount not to exceed \$115,000 up to a five-year period. He explained that per Chapter 472 of the Texas Transportation Code, a metropolitan planning organization that serves one or more counties with a population of 350,000 or more is required to broadcast over the Internet live video and audio of each open meeting held by the policy board. Swagit Productions, LLC is currently providing these web hosting services to NCTCOG, and the current agreement expires in April 2023. NCTCOG will utilize a cooperative contract with Swagit Productions, LLC under The Interlocal Purchasing System (TIPS) for video web hosting service and equipment/maintenance for various scheduled meetings held by NCTCOG. There is no Disadvantaged Business Enterprise (DBE) participation for this project.

Exhibit: 2023-02-07-TR

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

Item 8 Resolution Authorizing Purchase and Placement of Education Campaigns for Transportation Initiatives in Fiscal Year 2023: Phase 2

Michael Morris, Director of Transportation, requested Board authorization to enter into agreements with various multimedia outlets for the purchase and placement of education campaigns initiated in Fiscal Year 2023 for Transportation Department Initiatives: Phase Two in an amount up to \$1,041,000. He explained that Phase One was brought before the Executive Board and approved in November 2022. Phase Two is ready to move forward and has been included in the FY2022 and FY2023 Unified Planning Work Program (UPWP), which was approved by the Regional Transportation Council (RTC) and Executive Board.

Phase Two will support the programs listed below:

- Care Care Awareness
- Drive Aware North Texas
- Engine Off North Texas
- Freight North Texas
- HOV 2+ Incentive (GoCarma)
- Know Before You Fly
- National Drive Electric Week
- Ozone Season Emissions Reduction Campaign (Air North Texas)
- Report Smoking Vehicles
- Saving Money and Reducing Truck Emissions
- Transit COVID Recovery Campaign
- Flexible Funding for Public Involvement/Notifications

Details of funding sources and amounts, including match are described below.

Purchase and Placement of Education Campaigns for Transportation Initiatives for FY2023 - Phase 2					
Program Name	Funding Source	Funding Amount	Match Source	Match Total	Total
Car Care Awareness	STBG	\$ 15,000	TDCs	3,000	\$ 15,000
Drive Aware North Texas	STBG	\$ 300,000	TDCs	60,000	\$ 300,000
Engine Off North Texas	STBG	\$ 21,000	TDCs	4,200	\$ 21,000
Freight North Texas	STBG	\$ 150,000	TDCs	30,000	\$ 150,000
HOV 2+ Incentive Program (GoCarma)	STBG	\$ 160,000	TxDOT	\$ 40,000	\$ 200,000
Know Before You Fly	RTC Local	\$ 10,000	NA	0	\$ 10,000
National Drive Electric Week	STBG	\$ 10,000	TDCs	2,000	\$ 10,000
Ozone Season Emissions Reduction Campaign (Air North Texas)	CMAQ	\$ 205,000	TDCs	41,000	\$ 205,000
Report Smoking Vehicles Program	STBG	\$ 15,000	TDCs	3,000	\$ 15,000
Saving Money and Reducing Truck Emissions	STBG	\$ 5,000	TDCs	1,000	\$ 5,000
Transit COVID Recovery Campaign	CMAQ	\$ 100,000	TDCs	20,000	\$ 100,000
Flexible Funding*	STBG/CMAQ/ TPF/FTA/RTR/L OCAL	\$ 10,000	TDCs/TBD	2,000	\$ 10,000
OVERALL TOTAL		\$ 1,001,000		\$40,000 in cash match and 166,200 in TDCs	\$ 1,041,000

*Flexible Funding for Public Involvement/Notifications Only - Specific funding source, including match source, will be determined by the project(s) using the Flexible Category, and could also include RTC Local.

Exhibit: 2023-02-08-TR

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

Item 9 Resolution Approving Modifications to the FY2022 and FY2023 Unified Planning Work Program for Regional Transportation Planning

Dan Kessler, Assistant Director of Transportation, requested Board approval to amend the FY2022 and FY2023 Unified Planning Work Program for Regional Transportation Planning (UPWP). The 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 over a two-year period, to be carried out between October 1, 2021, and September 30, 2023, and identifies associated funding.

Listed below are proposed modifications to the FY2022 and FY2023 UPWP and have been approved by the Regional Transportation Council (RTC) for inclusion in the Transportation Improvement Program (TIP) and are outside of the timeframe of the current Work Program:

- 5.08 Roadway and Railroad Safety – Transportation Safety Planning (add \$50,000 State Planning and Research funds and update text to reflect the development of an inventory and coordination of safety activities across the region, and the provision of a report on implemented activities to the Texas Department of Transportation)
- 3.03 Air Quality Management and Operations – Regional Energy Management (add \$100,000 Department of Energy funds and \$20,000 Regional Transportation Council Local funds to reflect receipt of a grant award to continue work activities)

Additionally, he mentioned the creation of a new UPWP chapter to reflect transportation projects that are expected to be initiated by NCTCOG in FY2024 through FY2026.

Exhibit: 2023-02-09-TR

Upon a Motion by Mayor Martin (seconded by Judge Clark), and unanimous vote of all members present, the Board approved the resolution as presented.

Item 10 Resolution Appointing a Legislator as an Ex-Officio Member of the North Central Texas Council of Governments Executive Board

Mike Eastland, Executive Director, explained that House Bill 2160 became law after the 82nd Session of the State Legislature. The law requires Councils of Governments to offer an ex-officio, non-voting seat on each of their Executive Boards to a member of the legislature whose district is located wholly or partly within their region. In January 2013, the Executive Board, in order to accomplish its desire to be fair and impartial, officially adopted, by resolution , a process for making a selection of the legislator to hold this seat, whereby an invitation would be sent to each Senator and Representative in a qualified district inviting them to submit a letter of interest in holding the designated seat. In addition, if more than one letter of interest was received , each of the interested Legislator's names would be placed in a drawing, from which one name would be drawn to fill the seat for a term of two years. This year, ten (10) letters of interest were received in response to the invitation sent to each of the eligible legislators.

The drawing was conducted, and Representative Victoria Neave's name was drawn to hold the seat through January 31, 2025.

Exhibit: 2023-02-10-EDO

Upon a Motion by Mayor Heidemann (seconded by Judge Jenkins), and unanimous vote of all members present, the Board approved the resolution as presented.

Item 11 Resolution Adopting Executive Board Member Attendance Policy

Mike Eastland, Executive Director, presented the Executive Board member attendance policy to the members which contained the following sections:

Section 1.

The North Central Texas Council of Governments (NCTCOG) Executive Board has historically conducted its meetings in-person at the NCTCOG business offices in Arlington, Texas. However, as a governmental body that extends into three or more counties, it is permitted to conduct open or closed meetings by videoconference call under Texas Government Code Section 551.127(c). The Executive Board continues to encourage in-person attendance but wishes to provide limited opportunity to members to participate remotely via videoconference call.

A member of the Executive Board may participate remotely via videoconference call no more than two (2) times per calendar year. Participation via videoconference call in excess of this limit will not be permitted and in such instance the member will be counted as absent with no opportunity to vote.

Notwithstanding anything to the contrary herein, NCTCOG reserves the right to conduct any open or closed meetings via videoconference call in the event business needs require. In these instances, all members are permitted to participate remotely via videoconference call, except the presiding officer, and it will not count toward the limit identified in the paragraph above.

Section 2.

An Executive Board member must be in attendance for at least seventy-five percent (75%) of the scheduled items on the posted agenda for a meeting in order to be recorded as present for that meeting.

Exhibit: 2023-02-11-EDO

Upon a Motion by Judge Jenkins (seconded by Mayor Martin), the motion passed twelve (12) to two (2) in favor of adopting the policy excluding Section 2, with Judge Sweet and Councilmember Mendelsohn voting no.

Judge Hill then made a motion (seconded by Councilmember Mendelsohn) to adopt Section 2 as a stand-alone policy. The motion failed ten (10) to four (4) with Judge Sweet, Councilmember Mendelsohn, Mayor Heidemann, and Judge Hill voting in favor.

MISCELLANEOUS:

Item 12 Old and New Business

There was no old or new Business.

Item 13 Attendance and Calendar

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

President Piel adjourned the meeting at 2:16 pm.

Approved by:

Checked by:

Andrew Piel, President
North Central Texas Council of Governments
Councilmember, City of Arlington

Mike Eastland, Executive Director
North Central Texas Council of Governments



North Central Texas Council of Governments

Item 2

Exhibit: 2023-03-02-RIS

Meeting Date: March 23, 2023

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

Item Title: Resolution Amending Authorization of FY2023 Purchases of Computer Hardware, Software, and Information Technology Contract Services for the Agency

The Executive Board will be asked to amend the vendor allocations for funding authorization originally approved in September 2022. The original plan included computer hardware, software, and related services in the FY2023 Information Technology Infrastructure and Services Purchase Plan in the amount of \$4,450,000.

These changes are required to account for security improvements related to Network Access Control (NAC), our Risk Management Framework, website migrations, and Revenue and Project Tracking System (RAPTS) contractor development. Multiple legacy intranet sites will also be migrated to current foundational technologies. The proposed vendor allocations of the FY23 approved board authorization will be adjusted as follows:

- Increase Line 12 by \$130,000 for Kudelski Security/General Datatech/Carahsoft/Optiv
- Increase Line 15 by \$200,000 for Microsoft/Planet Technologies/SHI
- Increase Line 16 by \$420,000 for BlueModus/Eixsys/SHI/Webhead

The projects funded by these adjustments will reduce our current attack surface, enhance RAPTS functionality, simplify future upgrades, patching, and support by migrating non-standard and legacy environments to current foundational technologies. Funds for these initiatives are available and will be reflected in the FY2023 budget.

A draft resolution amending the funding authorization for the FY2023 Purchase of Computer Hardware, Software and Related Services, consistent with Attachment A, in the amount not to exceed \$5,200,000 is attached for Executive Board consideration.

Should there be any questions, I will be available to respond before or during the Board meeting. I may be contacted at 817-695-9158 or tbarbee@nctcog.org.

RESOLUTION AMENDING AUTHORIZATION OF FY2023 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 FY2023 purchase of Computer Hardware, Software and Information Technology Contract Services was originally approved in September 2022; 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, consistent with Attachment A, in an amount not to exceed \$5,200,000.

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

Section 3. The Executive Director or designee is authorized to increase contract amounts for purchase categories in Attachment A, up to a maximum of twenty-five percent (25%), subject to the total authorized amount contained in Section 1.

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

Andrew Piel, President
North Central Texas Council of Governments
Councilmember, City of Arlington

I hereby certify that the resolution was adopted by the Executive Board of the North Central Texas Council of Governments on March 23, 2023.

Chris Hill, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Collin County

Attachment A

#	Category	Vendor(s)	Original Authorization	Requested Authorization	Change in Authorization
1	Client Devices and Accessories: Includes the cost of all printers, computers, tablets, monitors, accessories, and associated warranties. These items are typically purchased off a cooperative purchasing contract.	CDWG, Dell, SHI	\$600,000	\$600,000	\$ -
2	Client Productivity Software and Software as a Service: Includes the cost of client productivity and collaboration software or software as a service. This includes Adobe, Smartsheet, Zoom, and other productivity software, and associated services and support. These items are typically purchased off a cooperative purchasing contract.	Carahsoft, Cartovista, CDWG, Insight	\$198,000	\$198,000	\$ -
3	Smartsheet Advanced: Includes the cost of Smartsheet premium features, including secure request management, application integrations, and project, program, and process management. These items are typically purchased off a cooperative purchasing contract.	Carahsoft	\$210,000	\$210,000	\$ -
4	Network, Internet, and Voice Equipment and Services: Includes the cost of equipment for the network routers, switches, firewalls, access points, or enterprise voice and data network equipment and associated warranties and software maintenance. These items are typically purchased off a cooperative purchasing contract.	CDWG, DataVox, Flair Data Systems, SHI	\$300,000	\$300,000	\$ -
5	Data Center and Infrastructure Equipment: Includes the cost of replacing, upgrading, or purchasing new data center server, storage, and data protection equipment, including any warranties or software maintenance contracts. These items are typically purchased off a cooperative purchasing contract.	CDWG, FreelT, UDI/Converged	\$425,000	\$425,000	\$ -
6	Cabling and Wiring Services: Includes the cost of cabling services, installing patch panels and equipment racks, and testing existing cabling and wiring. This will be purchased off a cooperative purchasing contract.	NCS	\$100,000	\$100,000	\$ -
7	Internet, Telephone, and Wide Area Network Services: Includes the cost for Internet and telephone connectivity for the Agency and the cost of the wide area network connectivity required for the Workforce Department. This will be purchased off a cooperative purchasing contract.	TxDIR	\$300,000	\$300,000	\$ -
8	Financial System Software Maintenance: Includes the maintenance of Deltek financial software. This is a sole source purchase.	Deltek	\$175,000	\$175,000	\$ -
9	Transportation Modeling Software: Includes the maintenance of Caliper Transcad Modeling and add-ons software. This is a sole source purchase.	Caliper	\$80,000	\$80,000	\$ -

10	Laserfiche Software and Support: Includes the cost of Laserfiche software and maintenance, and the cost of support services for the Laserfiche software and related technologies. This will be purchased off a cooperative purchasing contract.	MCCi	\$230,000	\$230,000	\$ -
11	Website Licensing, Migrations and Support: Includes the cost of licensing and related services for the main NCTCOG website and other websites on the Kentico platform. This will be purchased off a cooperative purchasing contract.	BlueModus, SHI	\$285,000	\$285,000	\$ -
12	Security Software, Services, and Hardware: Includes funds for the maintenance, support, and associated services for security hardware and software. Typically purchased off a cooperative purchasing agreement.	Carahsoft, ePlus, Kudelski Security, SHI, General Datatech, Optiv	\$512,000	\$642,000	\$130,000
13	Security Service Edge: Secures access to the web, cloud services, and private applications. Capabilities include access control, threat protection, data security, security monitoring, and acceptable-use control. This will be purchased off a cooperative purchasing contract.	ePlus	\$75,000	\$75,000	\$ -
14	Microsoft Enterprise Agreement Increase: Costs for software licenses and cloud services purchased off of the Microsoft Enterprise Agreement. The amount is in addition to the \$1,725,000 approved in FY2021 bringing the total to \$2,025,000. This will be purchased off the DIR cooperative purchasing agreement.	SHI	\$300,000	\$300,000	\$ -
15	Microsoft Software Support Services: Includes the cost of the Microsoft annual support contract, and consulting services on Microsoft technologies such as System Center Configuration Manager, SQL Database software, Office 365, and Windows Server. Typically purchased off a cooperative purchasing agreement.	Microsoft, Planet Technologies, SHI	\$300,000	\$500,000	\$200,000
16	Web/Application Development Software and Services: Includes funds for the maintenance, support, and associated services for web and application development. Typically purchased off a cooperative purchasing agreement and/or existing services contract.	BlueModus, Eixsys, SHI, Webhead	\$360,000	\$780,000	\$420,000
		TOTAL AUTHORIZATIONS:	\$4,450,000	\$5,200,000	\$750,000



North Central Texas Council of Governments

Item 3

Exhibit: 2023-03-03-WD

Meeting Date: March 23, 2023

Submitted By: Phedra Redifer
Director of Workforce Development

Item Title: Resolution Authorizing the Greenville Workforce Center Lease Extension

The North Central Texas Council of Governments (NCTCOG), in its capacity as the Administrative Entity and designated Grant Recipient/Fiscal Agent of the North Central Texas Workforce Development Board (dba Workforce Solutions), currently operates a workforce center located on the 2nd and 3rd floors of the Greenville Exchange Building located at 2500 Stonewall Street in Greenville, Texas. The center is owned by Hunt County and encompasses 9,141 square feet of office space at a price of \$19.14 per square foot (excluding janitorial services). The center's current seven (7) year lease term is scheduled to end on May 31, 2023.

The pandemic caused many businesses, including Workforce Solutions, to adapt its delivery of programs and services available to existing customers as well as its ability to reach new customers. With ongoing pandemic-related operational changes and changing customer behaviors, staff have been analyzing data to better understand how, where, and when customers are choosing to engage with and access Workforce Solutions programs and services from a short, mid, and long-term perspective.

NCTCOG staff recommends extending the current Greenville Center lease for two (2) years instead of a longer term to allow for post-pandemic customer traffic patterns to stabilize and for staff to develop a strategic and comprehensive approach to where and how many stand-alone centers are located throughout the 14-County region. This will provide optimal flexibility for staff to introduce a new service delivery model should the current Greenville Center model not meet the needs of evolving Workforce Solutions customer engagement behaviors.

Hunt County has agreed to a two (2) year lease extension at an average price per square foot not to exceed \$20.12 (including taxes, insurance, common area maintenance, and electric - excluding janitorial). The property is being provided in as-is condition with no improvements, with a termination option available at any time throughout the lease term with a 90-day notice to the landlord.

NCTCOG's real estate broker, Avison Young, performed a current market survey of other comparable properties (Please see Exhibit A) and confirmed the proposed rate for this center is within the market price for that surrounding area.

Until the strategic and comprehensive service and program delivery plan for the NCTCOG region is determined, NCTCOG staff is recommending a short-term lease extension due to the following:

- Pricing: Within market range of the Greenville area
- Proximity to major roads and thoroughfares
- Square Footage: 9,141 square feet of useable office space
- Termination option with 90-day notice to landlord

A draft resolution authorizing a lease agreement extension with Hunt County is attached for Executive Board consideration.

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

RESOLUTION AUTHORIZING THE GREENVILLE WORKFORCE CENTER LEASE EXTENSION

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, in its capacity as the Administrative Entity and designated Grant Recipient/Fiscal Agent of the North Central Texas Workforce Development Board, currently has a lease agreement with Hunt County, expiring May 31, 2023, for the operation of a 9,141 square foot workforce center located on the 2nd and 3rd floors of the Greenville Exchange Building located at 2500 Stonewall Street, Greenville, Texas; and,

WHEREAS, NCTCOG staff recommends extending the current Greenville Center lease for two (2) years to allow for post-pandemic customer traffic patterns to stabilize and for staff to develop a strategic and comprehensive approach to where and how many stand-alone centers are located throughout the 14-County region; and,

WHEREAS, the landlord has agreed to a two (2) year lease extension at an average price per square foot not to exceed \$20.12 which includes base rent, taxes, insurance, common area maintenance and electric but excludes janitorial amounts; and,

WHEREAS, NCTCOG staff recommend entering into a lease extension agreement at the current location due to the favorable price, location, square footage, and termination option with 90-day notice to the landlord.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. A lease extension between NCTCOG and Hunt County for the Greenville Workforce Center, for a two (2) year term and at an average price per square foot not to exceed \$20.12 (including base rent, taxes, insurance, common area maintenance and electric but excluding janitorial amounts), be and is hereby approved.

Section 2. The Executive Director or designee is authorized to execute necessary agreements with Hunt County in the name of the North Central Texas Council of Governments.

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

Andrew Piel, President
North Central Texas Council of Governments
Councilmember, City of Arlington

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on March 23, 2023.

Chris Hill, Secretary/Treasurer
North Central Texas Council of Governments
County Judge, Collin County



Exhibit A - Greenville Workforce Center
Comparison Chart - Retail & Office Properties
Provided by Avison Young February 17, 2023

Building Picture	Building Address/Name	Bldg. Size (sf)	Avail Space (sf)	% Leased	Avg. Base Rate (\$/sf)	Rate Type	OPEX* (\$/sf)	Gross Rate inc. E & J (\$/sf)	Parking Ratio	TI Allowance (\$/sf)	Yr. Built
	Greenville Promenade NWC Wesley St & Kari Ln	218,360	4,500	98%	\$27.00	NNN	\$7.50	\$34.50	6.00/1,000	Negotiable	1982
	Morris Plaza - Bldg 2 2608 Eastland St	6,281	4,000	36%	\$18.00	NNN	\$6.50	\$24.50	5.57/1,000	Negotiable	1985
	Town South Shopping Center 5013-5101 Wesley	108,362	26,500	75%	\$16.50	NNN	\$7.50	\$24.00	5.87/1,000	Negotiable	1971
	Greenville Exchange Building (Current Location) 2500 Stonewall St	32,108	0	100%	\$19.52	Full Service	\$2.00	\$21.52	Garage & Street	\$0.00	1930's
	Henson Building 2411 Wesley St	22,336	4,467	80%	\$15.00	Net of E & J	\$3.50	\$18.50	5.87/1,000	\$0.00	1928

Average Gross Rate (\$/sf) \$24.60

* OPEX includes Taxes, Insurance, CAM, Utilities (\$1.50 PSF) & Janitorial(\$2.00 PSF)



North Central Texas Council of Governments

Item 4

Exhibit: 2023-03-04-EP

Meeting Date: March 23, 2023

Submitted By: Maribel Martinez
Director of Emergency Preparedness

Item Title: Resolution Authorizing Agreements with the Collaborative Adaptive Sensing of the Atmosphere (CASA WX) Program

In May 2011, the NCTCOG Executive Board authorized agreements with the Center for Collaborative Adaptive Sensing of the Atmosphere (CASA WX), as represented by the University of Massachusetts/Amherst (UMass) and Colorado State University (CSU), to install and operate CASA weather radars in the North Central Texas region. Subsequent Executive Board authorizations in 2013, 2016, and 2018 resulted in the extension of the agreements and a combined funding cap of \$1,500,000, which will be reached soon.

Staff is requesting Executive Board authorization for two new 5-year agreements with CASA WX partners, UMass and CSU, in a cumulative amount not to exceed \$1,180,000.00. Agreement deliverables are contingent on the availability of funds received through the CASA WX membership program and private sector donations, facilitated by the NCTCOG Emergency Preparedness Department.

A draft resolution authorizing agreements with CASA WX, as represented by UMass and CSU, is attached for Executive Board consideration.

Should either you or the Executive Board members have questions, staff and I will be present at the meeting to summarize and address any questions, or I may be contacted by phone at 817-704-5613 or by email at mmartinez@nctcog.org.

MM: ae

RESOLUTION AUTHORIZING AGREEMENTS WITH THE COLLABORATIVE ADAPTIVE SENSING OF THE ATMOSPHERE (CASA WX) PROGRAM

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, CASA WX installs, operates, and maintains a system of weather radars in North Central Texas, providing time-sensitive, high-resolution weather data at neighborhood precisions levels to member jurisdictions and regional partners; and,

WHEREAS, the CASA WX membership program, administered by the NCTCOG Emergency Preparedness Department, is the primary funding mechanism for CASA WX in North Central Texas; and,

WHEREAS, North Central Texas Council of Governments is the appropriate agency to act on behalf of its member local governments to assist in advocating for the region.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. Agreements between NCTCOG and the CASA WX program, as represented by UMass and CSU, for maximum five (5) year terms and with a cumulative amount not to exceed \$1,180,000, be and are hereby approved.

Section 2. The Executive Director or designee is authorized to execute agreements necessary 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.

Andrew Piel, President
North Central Texas Council of Governments
Councilmember, City of Arlington

I hereby certify that this Resolution was adopted by the Executive Board of the North Central Texas Council of Governments on March 23, 2023.

Chris Hill, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Collin County

COLLABORATION AGREEMENT

BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND COLORADO STATE UNIVERSITY

This Collaboration Agreement (the “Agreement”), including Appendices A and B, is made and entered into as of January 1, 2023 (“Effective Date”) by and between the Board of Governors of the Colorado State University System acting by and through Colorado State University (“CSU”) located at 601 Howes St, Suite 500, Fort Collins, CO 80523-2002, and the **North Central Texas Council of Governments (“NCTCOG”)**, a Texas political subdivision and non-profit corporation with offices at 616 Six Flags Drive, Centerpoint Two, Arlington, Texas 76011.

RECITALS:

WHEREAS, CSU is a partnering academic institution of the Engineering Research Center for Collaborative Adaptive Sensing of the Atmosphere (“CASA”), which is a graduated National Science Foundation Engineering Research Center, with UMass as the lead University; and

WHEREAS, NCTCOG is an association of local governments that serves the 16-county region of North Central Texas, which is centered around the two urban centers of Dallas and Fort Worth. This area experiences severe weather events such as flash flooding, severe storms and tornadoes during 9 out of 12 months each year; and

WHEREAS, CASA and NCTCOG entered into a Master Agreement on January 3, 2013 and renewed the Master Agreement from January 3, 2018 – 2022, and NCTCOG supported the relocation of CASA’s radar test bed system to the Dallas Fort Worth area (“CASA DFW Urban Demonstration Network”); and

WHEREAS, NCTCOG and CASA are committed to continued collaboration to maintain and expand the CASA DFW Urban Network as part of the “CASA Living Lab for Severe Weather Warning Systems focusing on the boundary layer, to detect and forecast severe wind, tornado, hail, ice, flash flood hazards, and human-made hazards; to demonstrate impacts-based, high-resolution warnings and forecasts for a range of public and private decision-makers; to prove value of collaborative, adaptive X-band radar networks to existing and future sensors, products, performance metrics, and decision-making; and assess optimal combinations of observing system; to develop replicable public/private/local model for regional sensor acquisition, deployment and ops; and are entering into a Master Agreement effective January 1, 2023, for continued collaboration over the next five year period;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I OBLIGATIONS

- During the term of this Agreement, NCTCOG will provide funding to CSU for agreed to projects as Task Orders. The specific scopes of work, budgets, invoicing terms and any additional terms specific to the project will be incorporated into Task Orders under this Agreement. All Task Orders will be subject to the terms of this Agreement. Task Order #01 is included here in Appendix A.
- CSU will assign a Principal Investigator for each project who will work with the CASA Project Manager in preparation of proposals, budgets, schedules and milestones, and reporting associated with NCTCOG funding allocations as described in each amendment.
- Principal Investigator at CSU will be responsible for timely completion of the work identified in the Scope of Work and deliverables as described in each amendment and providing written reports in support of the funding allocations from the NCTCOG.
- CSU must notify NCTCOG of impending travel plans related to any funding/ amendments before travel expenses are incurred and obtain permission for travel. To be reimbursed for travel agreed upon by NCTCOG, CSU shall provide the information required in **Appendix B**, "Travel Reimbursement Policy." It is acknowledged CSU must also follow its own institutional travel policy/procedures as outlined at http://busfin.colostate.edu/Forms/FRP/Travel/FPI_5-1_Travel.pdf.
- CSU agrees to allow NCTCOG access to its records relating to all work funded under the Collaboration Agreement upon request during business hours during the period of this Agreement and for 3 years after termination. CSU agrees to provide reasonable requests for contract records and supportive documents as may be required from time to time to satisfy state/federal agencies and auditors with oversight authority on this project.

ARTICLE II INSURANCE & LIABILITY

Each Party is responsible, through its worker's compensation policy or other coverage (including self insurance), for any personal injury (including death) that could result to its employees or agents coming upon any premises for the purpose of installing, deploying or operating the CASA Living Lab for Severe Weather Warning Systems. In addition, all parties to this agreement shall, to the full extent allowed by law, be responsible and able to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees in performance under this Agreement.

ARTICLE III TERM; TERMINATION

The initial term of this Agreement will be one (1) year from the Effective Date, which is signified when duly signed by officials from all parties to the contract. Thereafter, the Agreement can be renewed for additional one (1) year terms by mutual agreement of the parties for up to five years, whichever occurs first. Funding of Annual scopes of work will require an issuance of an executed Task Order detailing the scope of work and budget. Any party may terminate its participation under this Agreement or any Task Order upon sixty (60) days advance written notice to the other parties. In the event of termination, compensation to CSU will be in accordance with Article V.

ARTICLE IV

FINANCIAL COMMITMENT

Additional terms and conditions associated with NCTCOG's specific funding allocations to CSU shall be incorporated annually into **Appendix A**, Budget and Scope of Work, of this Collaboration Agreement. **Appendix A** will include a specific scope of work for annual use of funds and a line item budget.

ARTICLE V AVAILABILITY OF FUNDING

This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agencies by NCTCOG dedicated for the purposes of this Agreement. CSU understands that NCTCOG is a voluntary association of local governments and often funding is dependent on outside agencies. As such, if funding is not available for the CASA project or the NCTCOG loses funding during the term of this Agreement, this Agreement in the sole discretion of NCTCOG shall terminate. NCTCOG will use its best efforts to secure acceptable funding and agrees to communicate to CSU a failure of funding as soon as possible. If terminated by NCTCOG for lack of funding, all costs incurred and any non-cancelable obligations by CSU for the work will be paid by NCTCOG through the date of termination, but in no case will payment exceed the total agreed upon for performance of any Task Order that is cancelled.

ARTICLE VI INDEMNIFICATION

Colorado State University agrees to take responsibility for any and all claims, damages and liability incurred as a result of any alleged negligent act or omission of their employees, which occurred or is alleged to have occurred during the performance of their duties within the scope of their employment unless such acts or omissions are willful and wanton. Claims against CSU shall be subject to the limitations of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq.

ARTICLE VII FORCE MAJEURE

It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, pandemic, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

ARTICLE VIII SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

ARTICLE IX ASSIGNMENT

This Contract may not be assigned by either Party without the prior written consent of the other Party.

ARTICLE X GOVERNING LAW/VENUE

Each Amendment or Modification shall be governed by and construed in accordance with the laws that have been negotiated and agreed upon by all parties for that specific scope of work and accompanying budget.

ARTICLE XI LIMITATION OF LIABILITY AND PAYMENT

In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or legal expenses arising out of or relating to this Agreement, whether arising from breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or legal expenses were reasonably foreseeable.

Invoices shall be emailed to Amanda Everly at Amanda.Everly@fortworthtexas.gov, and shall contain the following certification statement: "I certify that to the best of my knowledge and belief this report is correct and complete and that all outlays reported are for the purposes set forth in the award documents." A report including summary of work performed, deliverables completed, services provided, and supporting expenditure receipts are required for all invoices.

Payment shall be submitted within 30 days to:

Colorado State University
Sponsored Programs
500 University Services Center
2002 Campus Delivery
Fort Collins, CO 80523-2002

ARTICLE XII CONFLICT OF INTEREST

During the term of this Contract, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party. Provided,

however, that this clause does not apply to situations where an employee of a party voluntarily seeks employment for a publicly advertised position of the other party.

**ARTICLE XIII
NOTICE CLAUSE**

Notice from one Party to another Party regarding this Agreement shall be in writing and shall be delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments
Attn: Maribel Martinez, Dir. Emergency Preparedness
616 Six Flags Drive
P. O. Box 5888
Arlington, Texas 76005-5888

If to CSU: Executive Director
Colorado State University
Attn: Michael Lang, Senior Research Administrator
601 Howes Street, Room 408
Fort Collins, CO 80523-2002

Tel: 970-491-5570
Email: Michael.Lang@colostate.edu

The above contact information may be modified without requiring an amendment to the Agreement.

**ARTICLE XIV
AMENDMENT OR MODIFICATION CLAUSE**

This Agreement may be amended only by a written amendment executed by all Parties.

**ARTICLE XV
DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

**ARTICLE XVI
COUNTERPARTS; ENTIRE AGREEMENT**

This Agreement and any amendment hereto may be executed in counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement embodies the entire understanding of the Parties with respect to the subject matter herein, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.

**ARTICLE XVII
CONTRACTUAL RELATIONSHIP**

It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership of joint venture or agency relationship between the parties. Nor shall any Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives as set forth below.

**COLORADO STATE UNIVERSITY
FORT COLLINS, CO**

By _____	By _____
Name <u>William W. Moseley</u>	Name <u>V. Chandrasekar</u>
Title <u>.Pre-award Manager</u>	Title _____
Date _____	Date _____

**NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

By _____
Name Mike Eastland
Title Executive Director
Date _____

APPENDIX A
Task Order #01 to Collaboration Agreement Dated January 1, 2023
2023 BUDGET AND SCOPE OF WORK

Appendix A is for the Task Order, outlining the Budget and Scope of Work for the each successive year under the Collaboration Agreement between the North Central Texas Council of Governments (NCTCOG) and Colorado State University (CSU), dated January 1, 2023.

SCOPE OF WORK

Performance Period: January 3, 2023 – December 31, 2023

Principal Investigator: V. Chandrasekar

1. Radar Operations, Trouble Shooting and Maintenance. CSU engineers will remotely monitor installed radars, diagnose operational issues, and travel, if necessary, for radar repairs or upgrades.
2. Radar Testing for Operations. CSU will test and validate various radar signals to validate them in the operating range. This may include the naturally occurring rain target.
3. Salaries and Wages Roughly three months of support for engineering staff, and signal testing staff working on the project is included.

2023 BUDGET

Line Item	Description	Requested Amount
Personnel Costs	Radar Staff including test engineer and hardware engineer	\$33,333
Direct Costs Total		33,333
F&A Charges	Financial Management and Administration	11,667
TOTAL		45,000

Except to the extent specifically amendment herein, all other terms and conditions contained in the Master Agreement shall be and remain in full force and effect.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Task Order to be executed by their authorized representatives as set forth below.

**COLORADO STATE UNIVERSITY
FORT COLLINS, CO**

By _____	By _____
Name <u>William W. Moseley</u>	Name <u>V. Chandrasekar</u>
Title <u>.Pre-award Manager</u>	Title _____
Date _____	Date _____

**NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

By _____
Name Mike Eastland
Title Executive Director
Date _____

APPENDIX B TRAVEL REIMBURSEMENT POLICY

Reimbursement for travel agreed upon by NCTCOG requires the following:

- UMASS/CSU travel Expense Report with the following information provided (in the Description or Comments section or on a separate page):
 - Destination – City
 - Purpose – Clearly defined (= How does this reimbursement request relate to a NCTCOG contract, grant, or project?)
 - Departure Time & Date
 - Return Time & Date
- NCTCOG will not pay for meals. Attach detailed receipts for all travel expenses to include hotel, airfare, rental car, gas for rental car, parking, and tolls, if applicable.
- If requesting mileage reimbursement for use of an employee's **personal** vehicle for mileage to / from airport, a Google map must be included showing the printed route and mileage. Privately owned vehicle mileage will be reimbursed at current GSA rates (<https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>). GSA Mileage rates change annually. It is incumbent on the traveler to know current GSA rates.

NCTCOG does not reimburse for food, drink, alcohol purchases or tips/gratuities.

Per diem is calculated based on the U.S. General Services Administration. (<https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>). *Per diem rates may change monthly in some locations.* If the rate for your destination is not included on the GSA list, a maximum reimbursable rate for per diem (lodging, meals, and incidental expenses) shall be consistent with the Standard Rate for Per Diem in Texas provided by the GSA. It is incumbent on the traveler to know current GSA rates.

Ask for the government rate on hotel stays.

NCTCOG will only reimburse actual, eligible expenses with corresponding receipts up to the GSA per diem rate.

MASTER AGREEMENT

BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE UNIVERSITY OF MASSACHUSETTS AMHERST

This Master Agreement (the "Agreement"), including Appendices A-E, is made and entered into as of January 2, 2023 ("Effective Date") by and between the **University of Massachusetts Amherst ("UMass")**, located at 100 Venture Way, Suite 201, Hadley, MA 01035-9450, representing the Paros Center for Atmospheric Sensing which operates the **Center for Collaborative Adaptive Sensing of the Atmosphere ("CASA")**, and the **North Central Texas Council of Governments ("NCTCOG")**, a Texas political subdivision and non-profit corporation with offices at 616 Six Flags Drive, Centerpoint Two, Arlington, Texas 76011.

RECITALS:

WHEREAS, CASA was the Engineering Research Center for Collaborative Adaptive Sensing of the Atmosphere at the University of Massachusetts Amherst, which is a graduated National Science Foundation Engineering Research Center, with the University of Massachusetts Amherst as the lead University and The Board of Governors of the Colorado State University System, by and through Colorado State University, Fort Collins, CO and the Board of Regents of the University of Oklahoma, Norman, OK are partnering academic institutions; and CASA's activities will now be incorporated into the Paros Center for Atmospheric Research; and

WHEREAS, NCTCOG is an association of local governments that serves the 16-county region of North Central Texas, which is centered around the three urban centers of Dallas, Fort Worth and Arlington. This area experiences severe weather events such as flash flooding, severe storms and tornadoes during 9 out of 12 months each year; and

WHEREAS, CASA and NCTCOG entered into a Memorandum of Understanding on May 26, 2011, and subsequently a Master Agreement from January 3, 2013 to January 2, 2018 and renewed that Master Agreement from 2018 - 2022 to explore the financial and political means by which NCTCOG could support CASA to relocate its radar test bed system to the Dallas Fort Worth area ("CASA DFW Urban Demonstration Network"); and

WHEREAS, to support Operations, CASA and its academic and industry collaborators secured and provided seven weather radars to be part of the CASA DFW Urban Demonstration Network; CASA and NCTCOG identified sites for installation of the radars; NCTCOG and selected sites entered into written agreements for sites to a) host the radars, and b) cover on-going hosting costs; the radar network was installed and operated by CASA during periods of precipitation, and real-time and archived data was delivered on a password-protected website; and

WHEREAS, to support Operations, NCTCOG established the CASA WX Executive Council, which meets periodically to discuss how the region can work with and utilize CASA; and the CASA joint Leadership Team, which meets to make strategic decisions on

items impacting the CASA DFW Urban Demonstration Project; and

WHEREAS, to support Operations, NCTCOG set up the CASA WX Membership Program; and

WHEREAS, funds currently raised by NCTCOG through the CASA WX Membership Program support part of annual Operations costs, and the remainder of the Operations costs are supported through funds raised by CASA; and

WHEREAS, NCTCOG and CASA are committed to continued collaboration to maintain and expand the CASA Urban Network as part of the “CASA Living Lab for Severe Weather Warning Systems” focusing on the boundary layer, to detect and forecast severe wind, tornado, hail, ice, flash flood hazards, and human-made hazards; to demonstrate impacts-based, high-resolution warnings and forecasts for a range of public and private decision-makers; to prove value of collaborative, adaptive X-band radar networks to existing and future sensors, products, performance metrics, and decision-making; to develop replicable public/private/local models for regional sensor acquisition, deployment and ops; and

WHEREAS, over the next five years, NCTCOG and CASA intend to transition the financial Operational onus away from local jurisdictions and rely more on private industry commitments and/or sustainable public/private partnerships;

NOW, THEREFORE, the parties hereby enter into a new Master Agreement and agree as follows:

ARTICLE I LEADERSHIP

1. NCTCOG commits that the CASA WX Executive Council will continue to meet periodically to direct regional CASA priorities and strategies.
2. The joint Leadership Team established by NCTCOG and CASA will continue to meet periodically to make strategic decisions on items such as engagement of funding agencies, marketing activities, deployment and operational priorities, allocation of funds, engagement of new stakeholders, and expansion of the network, including additional sensors.
3. NCTCOG will designate a Project Manager and CASA will dedicate personnel time to execute the decisions (“Project Management”) made by the Executive Council and the Leadership Team.
4. CASA will continue to be responsible for making technical decisions related to radar operations, maintenance and repairs, and for setting its research agenda and priorities for Demonstration Projects.

ARTICLE II

OPERATIONS

1. Operations include Project Management, Radar Network Operations, and Data User Engagement as described below.
2. Project Management includes
 - a. Coordination of project activities; development and execution of funding amendments and/or other contractual documents.
 - b. Coordination of fund-raising activities such as identification of new funding opportunities, proposal and grant writing, and development of marketing material such as press releases and videos.
 - c. Management of all Radar Network Operations activities described below.
3. Radar Network Operations include
 - a. Coordination of tasks related to the installation and setup of new radars. This includes oversight to ensure timely installation and testing of radars, including scheduling of activities between site hosts, contractors, CASA and NCTCOG personnel. It includes the deployment of computing and networking equipment and installation of software and network-level testing. This involves coordination with various radar providers and radar sites on equipment requirements and installation and testing schedules. It includes the testing of network connections and data rates and testing remote operation of radars.
 - b. Running of the radar network, on a best efforts basis, when precipitation occurs or when convective initiation is expected. During periods of operation, radars will continuously scan the atmosphere, focusing on the most threatening areas as they develop. Each radar will send data to a central location where CASA weather data (“CASA Data”) will be created. CASA Data will be displayed on a password-protected website, maintained by CASA, overlaid on a map, with the capability of zooming down to the neighborhood, and even to the street level. CASA Data include near real-time and archived radar reflectivity, radar radial velocity, rain rate and accumulation, and hail identification. Radar Network Operations include the development, integration, testing and operationalization of various data reports, functions and capabilities from the installed radars on the CASA WX website. This includes the addition of data report pages for new radar sites, addition of new radar sites to the existing network products. It includes the development of archived cases (movies) that can be used for user engagement.
 - c. Monitoring system function while the radars run and addressing most operating issues remotely via the Internet. The CASA radars all have sufficient built-in test features that the radar conditions will be known all the time to the operations engineers. Based on this, there is a three tier maintenance plan. The first tier is to fix things remotely, while the second tier is to request a local person to physically flip a switch to reset the system.

The third tier of maintenance involves engineers traveling to the radar site and repairing or installing parts.

- d. Ongoing maintenance and repairs of installed radars. This involves working with universities, sites and radar vendors to identify supplies and equipment needed to minimize down-time for repairs; timely purchase, testing and shipping of parts and working with engineers to schedule repair activity. It includes the maintenance of licenses required for operations.
4. Data User Engagement includes
- a. Conducting activities required to retain and increase the number of users of weather data. This includes the identification and engagement of new data users and conducting user needs assessment. It includes website and product training to familiarize users with the project and the data products.
5. The cost of Operations as described above is included in **Appendix B**, Long-Term Budget Estimates & Financial Commitments and successful conduct is contingent on availability of adequate funds to meet these costs.

ARTICLE III FINANCIAL COMMITMENT

1. Over the next five years, the Project Manager will work with the CASA WX Executive Council to securing funds to support Operations as described in Article II, Operations, with CASA supporting. The NCTCOG and CASA commit to using their best efforts to raise funds for support of Operations, as described in **Appendix A**, Budget and Statement of Work, and **Appendix B**, Long-Term Budget Estimates & Financial Commitments.
2. NCTCOG commits, in conjunction with CASA, to continue to facilitate a CASA funding subcommittee to identify ongoing funding sources for Operations. NCTCOG will continue to administer its CASA WX Membership Program set up to provide access to CASA data to participating jurisdictions, for non-commercial use only, in consideration for an annual fee or financial support via credit into the network. The goal is to discontinue the jurisdiction membership program after year 1 and move towards private sector funding. Funds raised through the CASA WX Membership Program and the funds received from private sector partners will be used to support Operations, as described in **Appendix A**, Budget and Statement of Work, and **Appendix B**, Long-Term Budget Estimates & Financial Commitments. NCTCOG will continue to be responsible for determining the fee structure, invoicing of members, and collection of fees and resolution of other membership related issues. Over the next five years, NCTCOG's primary CASA focus is to reduce local jurisdiction funding of CASA operations. The Project Manager will work with the CASA WX Executive Council continue to support CASA in seeking funds for Demonstration Projects that directly benefit CASA WX members in good standing as well as finding private sector partnerships to take the burden off local jurisdictions for the financial support for the CASA project.

3. CASA commits to assist with the operational funding transition from NCTCOG jurisdictions to sustainable public/private partnerships, writing and submitting proposals for same, and negotiating contracts for funding Demonstration Projects with direct benefit(s) to CASA WX members in good standing. NCTCOG commits to pursuing additional sources of Operations funds such as private sector firms to increase the sustainability of the network.
4. CASA and NCTCOG jointly commit to pursuing other sources of funding such as FEMA grants, charitable foundations, economic development grants, storm water agencies and corporate giving.

ARTICLE IV CASA DATA OWNERSHIP AND LICENSING

1. Ownership of radar systems technology and software used to generate the CASA Data resides with and will remain with the entities owning same at the time of this contract. Ownership of any inventions or copyrighted works created in the course of the work contemplated by this Agreement will be determined in accordance with any assignment obligations of the inventors and/or creators, and otherwise in accordance with applicable and prevailing law.
2. On behalf of CASA, UMass hereby grants NCTCOG a non-exclusive license to rights in and to the CASA Data, for the purpose of making CASA Data available for non-commercial use. Use is to be limited to CASA WX Program members in good standing for non-commercial use (with no sublicense rights) during the term of this Master Agreement. UMASS and CASA make no representation or warranty as to whether rights or licenses of other parties may be needed, or whether such rights or licenses are or may be available.
3. CASA and its university and industry partners are providing CASA data on an “as is” basis, without warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by malware and non-infringement of third party proprietary rights, all of which are disclaimed.
4. In no event will CASA and its university and industry partners be liable to NCTCOG or sub-licensees for damages of any kind, including without limitation any special, direct, indirect, incidental, or consequential damages even if they have been advised of the possibility of such damages.

ARTICLE V RELATIONSHIP WITH HOST SITES

1. NCTCOG commits to maintaining the existing agreements with host jurisdictions that have provided sites for CASA radars and taking necessary actions to modify or terminate agreements if site commitments are not met or if site actions otherwise interfere with CASA operations.
2. NCTCOG and CASA WX Executive Council want to expand the size of the radar

network if sites and resources become available for the acquisition, maintenance and sustainment of additional radars.

3. NCTCOG will enter into written agreements with new host jurisdictions providing sites for CASA radars. Those agreements will secure commitments and acknowledgments by the hosts for the following:
 - i. Hosts will meet the site requirements (e.g. dimensions, field of view, infrastructure), provided to the NCTCOG by CASA (**Appendix C**).
 - ii. Hosts will be responsible for identifying, securing and paying contractors, in accordance with Federal and Texas state payment requirements, for installation of the radars at their sites. Installation shall be by bonded and insured contractors only and shall name the University of Massachusetts Amherst as an additional insured. CASA will hold NCTCOG harmless for designating authority to subcontractors. Installation at various sites will follow one of the basic configurations provided to the NCTCOG by CASA (**Appendix C**), though there may be some additional site-specific requirements. Hosts should commit to securing \$25,000 - \$75,000 for installation of each radar (**Appendix C**).
 - iii. Hosts will commit to covering the on-going costs for hosting a radar site (including but not limited to electricity, network connectivity, in-kind support for CASA technician, security, accessibility). These requirements have been provided to the host sites and NCTCOG by CASA (**Appendix C**).
 - iv. Hosts will handle all applicable zoning restrictions to ensure timely start of operation.
 - v. Hosts will acknowledge and agree that the radars are the property of the radar provider, unless purchased by a host jurisdiction, as identified in the host site agreement. Hosts will not remove the radar from the host site or take any action that is inconsistent with preserving the integrity of the radar unit.
4. CASA will work with the contractors identified (and paid for) by the site hosts, and any Internet Service provider identified in order to ensure timely installation of the radars and associated computing and networking infrastructure.
5. NCTCOG commits to providing planning and meeting support to ensure timely installation.

ARTICLE VI INSURANCE & LIABILITY

The availability of the radars and related equipment are essential to the launch and continued operation of the CASA Living Lab for Severe Weather Warning Systems. Each CASA University or industry partner contributing a radar system is responsible for securing

insurance coverage for its radars through self-insurance or other means. However, the Parties to this Agreement acknowledge and agree that coverage for replacing any lost, stolen, or damaged radars is limited. Should any such loss occur that makes the radar inoperable, the parties will endeavor to replace or repair such radar, but any such obligation is subject to the availability of insurance proceeds or funding secured to cover such loss. Each Party is responsible, through its worker's compensation policy or other coverage (including self-insurance), for any personal injury (including death) that could result to its employees or agents coming upon any premises for the purpose of installing, deploying or operating the CASA Living Lab for Severe Weather Warning Systems. In addition, all parties to this agreement shall, to the full extent allowed by law, be responsible and able to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees in performance under this Agreement.

ARTICLE VII TERM; TERMINATION

The initial term of this Agreement will be one (1) year from the Effective Date, which is signified when duly signed by officials from all parties to the contract. Thereafter, the Agreement can be renewed for additional one (1) year terms by mutual agreement of the parties, for up to five years or total funding of \$1.5 million, whichever occurs first. Annual renewal will require an amendment detailing the scope of work and budget.

Any party may terminate its participation under this Agreement upon sixty (60) days advance written notice to the other party.

CASA operates subject to the availability of funding from its sponsors, partners, and member jurisdictions. CASA will prepare and apply for funding for Operations, Demonstration Projects, equipment, spare parts, personnel, travel and other identified needs. If funding is not available from the NCTCOG and others, this Agreement at the sole discretion of CASA shall terminate.

- i) If NCTCOG is unable to meet its financial commitment to CASA as described in Appendices A and B, either party at their sole discretion may choose to terminate this agreement.

CASA will use its best efforts to secure acceptable funding and agrees to communicate to the NCTCOG a failure of funding as soon as possible. Should CASA choose to terminate the Agreement, CASA is solely responsible for the retrieval of the radars from their location, including the host sites, and associated costs with no further obligations to the NCTCOG or hosting sites. CASA shall be completely unfettered by NCTCOG or the respective host, in its efforts to retrieve the radars from the host site.

Within ninety (90) days following the expiration or early termination of the Agreement, with respect to NCTCOG funds advanced to CASA for the CASA Living Lab for Severe Weather Warning Systems under this Agreement, CASA will provide NCTCOG with a final accounting of (i) all expenses incurred in connection with the CASA Living Lab for Severe Weather Warning Systems, including expenses previously incurred for equipment, travel, and associated indirect costs. Termination of this Agreement for any reason shall not release any Party hereto from any payment obligation which, at the time of such termination, has already

accrued.

ARTICLE VIII FUNDING ALLOCATIONS

Additional terms and conditions associated with NCTCOG's specific funding allocations to CASA shall be incorporated into an annual update of Appendix A of this Master Agreement, which will incorporate a specific scope of work for use of funds and a line item budget for the current calendar year. UMass shall establish a quarterly invoice system (Jan 1-March 31; April 1-June 30; July 1-September 30; and October 1-December 31). UMass shall submit an invoice and a progress report to the NCTCOG on a quarterly basis, no later than the 30th day following the end of each quarter. Invoices shall cover all eligible expenses incurred during the quarter ended (example: 1/1- 3/31/18).

ARTICLE IX AVAILABILITY OF FUNDING

This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agencies by NCTCOG and CASA dedicated for the purposes of this Agreement. CASA understands that NCTCOG is a voluntary association of local governments and often funding is dependent on outside agencies. As such, if funding is not available for the CASA project or the NCTCOG loses funding during the term of this Agreement, this Agreement at the sole discretion of NCTCOG shall terminate. NCTCOG will use its best efforts to continue acceptable funding until CASA secures alternative funding sources, given reasonable efforts to do so.

ARTICLE X TRAVEL REIMBURSEMENT

CASA must notify NCTCOG of impending travel plans related to any funding amendments before travel expenses are incurred. To be reimbursed for travel agreed upon by NCTCOG, CASA shall provide the required information stipulated in **Appendix E**, "Travel Reimbursement Policy."

ARTICLE XI DOCUMENT PRODUCTION

CASA agrees to allow NCTCOG access to its records relating to all work funded under the Master Agreement upon request during business hours. CASA agrees to provide reasonable requests for contract records and supportive documents as may be required from time to time to satisfy state/federal agencies and auditors with oversight authority on this project.

ARTICLE XII INDEMNIFICATION

CASA covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless and defend North Central Texas Council of Governments, its officers

and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of CASA, its officers, agents, servants, employees, or subcontractors to the extent permitted by law and CASA does hereby assume all liability for injuries, claims, expenses, costs incurred, including attorney fees and costs of litigation or suits for damages to persons, property or whatever kind or character, whether real or asserted, occurring during or arising out of the performance of this Agreement as a result of any negligent act or omission on the part of CASA, its officers, agents, servants, employees, or subcontractors to the extent permitted by law

ARTICLE XIII FORCE MAJEURE

It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

ARTICLE XIV SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

ARTICLE XV ASSIGNMENT

This Contract may not be assigned by either Party without the prior written consent of the other Party.

ARTICLE XVI GOVERNING LAW/VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Tarrant County, Texas.

**ARTICLE XVII
LIMITATION OF LIABILITY**

In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or legal expenses arising out of or relating to this Agreement, whether arising from breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or legal expenses were reasonably foreseeable.

**ARTICLE XVIII
CONFLICT OF INTEREST**

During the term of this Contract, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

**ARTICLE XIX
NOTICE CLAUSE**

Notice from one Party to another Party regarding this Agreement shall be in writing and shall be delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments
 Attn: Maribel Martinez, Director of Emergency Preparedness
 616 Six Flags Drive
 P. O. Box 5888
 Arlington, Texas 76005-5888

If to CASA: University of Massachusetts/CASA
 Attn: John Fillio
 Assistant Director
 Office of Post Award Management
 100 Venture Way, Suite 201
 Hadley, MA 01035
 Tel: 413-545-0442

Courtesy Copy: CASA
 Attn: Brenda Philips
 151 Holdsworth Way
 University of Massachusetts
 Amherst, MA 01003

The above contact information may be modified without requiring an amendment to the Agreement.

**ARTICLE XX
AMENDMENT OR MODIFICATION
CLAUSE**

This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

**ARTICLE XXI
DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other dispute mediation process before resorting to litigation.

**ARTICLE XXII
COUNTERPARTS; ENTIRE AGREEMENT**

This Agreement and any amendment hereto may be executed in counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement embodies the entire understanding of the Parties with respect to the subject matter herein, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.

**ARTICLE XXIII
CONTRACTUAL RELATIONSHIP**

It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership of joint venture or agency relationship between the parties. Nor shall any Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives as set forth below.

UNIVERSITY OF MASSACHUSETTS, AMHERST, MA

DocuSigned by:
John Fillio
CE6E002650634C4...

By _____

Name John Fillio

Title Assistant Director, OPAM

Date 1/31/2023

DocuSigned by:
Brenda Philips
6CDD11968465425...

By _____

Name Brenda Philips

Title Director, CASA

Date 1/31/2023

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

By _____

Name Mike Eastland

Title Executive Director

Date _____

APPENDIX A 2023 BUDGET AND STATEMENT OF WORK

Appendix A is an annual update the Budget and Scope of Work for the MASTER AGREEMENT between the North Central Texas Council of Governments and University of Massachusetts, Amherst, dated January 2, 2023. The purpose of this Appendix A is to:

1. Close out the 2022 Budget and Scope of Work and move remaining funds to the 2023 Budget and Scope of Work
2. Provide funds from the NCTCOG CASA WX membership program in the amount of \$104,826 for the following scope of work. Unused funds will be carried over to the following year.
3. Verify that once executed, this Appendix is retroactive to the Performance Period start date of January 1, 2023.

SCOPE OF WORK – University of Massachusetts, Amherst

Performance Period: January 1, 2023 – December 31, 2023

Installations. Travel to DFW for coordination of tasks related to radar installation and setup. This includes:

- Project management to ensure timely installation and testing of radars
- Scheduling of activities between site hosts, contractors, CASA and NCTCOG personnel

Operations & Maintenance. UMass will coordinate ongoing maintenance and repairs of installed radars.

- Work with universities, sites and radar vendors to identify supplies and equipment needed to minimize down-time for repairs
- Facilitate timely purchase, testing and shipping of parts
- Work with university engineers to schedule repair activity

Data User Engagement. UMass will conduct activities required (and conduct travel to DFW as needed) to increase the number of users of weather data. Activities include but are not limited to:

- Identify and engage with new data users and conduct user needs assessment.
- Website and product training to familiarize users with the project.
- Focus on engagement of private sector users of data and provide updates on related activities, plans, and intentions at least quarterly at the CASA WX Executive Council meetings.

Installation of computing and networking equipment and software

Engineer will lead the deployment of computing and networking equipment and installation of software and network-level testing. This involves:

- Coordinating with various radar providers and radar sites on equipment requirements and installation and testing schedules
- Testing of network connections and data rates

- Testing remote operation of radars

Website Function Development & Radar Operations

The engineer will develop, integrate, test and operationalize various data reports, functions and capabilities from the installed radars on the CASA WX website. This includes:

- Addition of data report pages for new radar sites
- Addition of new radar sites to the merged data offerings site
- Development of archived cases (movies) that can be used for demonstration and outreach.
- Customization of CASA products to meet CASA WX member needs.

Engineer will be responsible for radar network operations. This includes:

- Coordinating with NCTCOG, National Weather Service and CASA personnel to determine when to initiate radar operations
- Initiation and termination of operations and monitoring of radar health status
- Monitoring of data generation on website
- Responding to power and network outages and communicating to NCTCOG project manager

Domestic Travel

For CASA personnel to travel to the DFW area in accordance with applicable NCTCOG and GSA rates. See Appendix E

Materials, Supplies & Equipment

Purchase of various spare materials, supplies and equipment (and associated shipping costs) to support operation of the radars and minimize downtime for repairs. As budget permits, items may include but are not limited to: radar subsystem components, switching FET transistors, front-end RF switches, low noise amplifiers, local oscillators, network switches and servers.

BUDGET (January 2, 2023 – December 31, 2023)

Line Item	Description	Requested Amount
Salaries and Wages	CASA Co-Director	\$11,459
Fringe	Assessed on CASA Co-Director salary	\$4,898
Domestic Travel	Includes airfare, parking, car rental, gas, lodging, (not to exceed GSA rates)	\$4,278
Materials, Supplies & Equipment	Various radar subsystem components, repair services	\$6,720
Consulting Services	Contract to Eric Adams, including \$10k in travel	\$60,000
Direct Costs Total		\$87,355
F&A Charges	Financial Management and Administration	\$17,471
TOTAL		\$104,826

Summary of work performed, deliverables completed, services provided, and supporting expenditure receipts are required for all invoices. All other terms and conditions remain in effect.

**APPENDIX B
LONG-TERM BUDGET ESTIMATES & FINANCIAL COMMITMENTS**

Overall Financial Commitments for CASA Living Lab for Severe Weather Warning Systems:

Year One Annual Operations Budget Estimate

Operations categories	Estimated Budget
Program Management	\$37,800
Radar Network Operations	\$180,800
Data User Engagement	\$32,200
Total	\$250,800

Years One –Five Annual Financial Commitments (Best Efforts Basis)

Year	Financial Commitments		
Category	NCT Region Commitment*	CASA Commitment**	Total Commitments
One	\$169,000	\$81,800	\$250,800
Two	\$175,000	\$100,000	\$300,000
Three	\$200,000	\$100,000	\$300,000
Four	\$200,000	\$125,000	\$323,000
Five	\$200,000	\$125,000	\$323,000
Total	\$944,000	\$531,800	\$1,496,800

*** NCT Region Commitment will be met on a best efforts basis through the CASA WX Membership Program in year one and going forward it will be through private sector partnerships that will raise funds to support Operations. Operations includes funds for CSU. \$20,000 of the annual funds raised through the CASA WX Membership Program will go towards meeting NCTCOG Costs. Any money left from the NCTCOG CASA funding at the end of the year will go back into the CASA budget.**

**** CASA Commitment will be met on a best-efforts basis through funding from the National Mesonet Program, and additional grants that partially support operations.**

APPENDIX C

RADAR SITE REQUIREMENTS & SITING OPTIONS

1. OVERVIEW

This document presents a minimal list of requirements for potential CASA radar sites in the DFW area. The site is required to house a small weather radar that shall scan over the hemisphere and provide data to users. Each installation is composed of two subsystems:

- 1) An electronic transmitter and digital receiver, antenna and pedestal that may be enclosed inside an opaque structure called a radome. Hereafter this is referred to as the Radar.
- 2) Computing equipment housed both inside the Radar Unit structure and outside. The external computing systems may be located inside an existing building, housed in a small shelter, or contained inside a weatherized box. Cabling must be run between the Radar Unit structure and the external computing systems to support Gigabit speed data transfer. Therefore the 2 subsystems should be nearly collocated.

2. SITE REQUIREMENTS

2.1 Dimensions

The proposed site(s) shall provide enough space to house an 8ft. x 8ft. x 8ft. small Radar Unit structure.

2.2 Field of view

The proposed site(s) shall provide an unobstructed 360 degree view out to the horizon and the full hemispherical view. Alternatively, it shall at least have the potential to achieve the unobstructed field of view through the use of a tower structure of no more than 25 ft. in height and 10 ft. by 10 ft. in base area.

2.3 Weight

The proposed site(s) shall be able to support a 1200 lbs. small Radar Unit structure.

2.4 Main power

The proposed site(s) shall have access to a minimum of 20 A at 110 VAC and 30 A at 220 VAC.

2.5 Communications

Required: The proposed site(s) shall have an Internet access with a minimum outbound bandwidth of 10 Mbps and inbound bandwidth of 5 Mbps.

Desirable: Additional outbound bandwidth is desirable, but not required.

2.6 Equipment housing

The proposed site(s) shall be capable of accommodating computing equipment with appropriate climate control for a rack mounted server and ancillary equipment in 8U rack space.

2.7 Space requirements

The proposed site(s) shall be able to nearly collocate the Radar Unit equipment and the Computing Equipment to minimize cable runs between the two.

2.8 Security

The proposed site(s) shall be secured as to prevent unauthorized personnel gaining access to the radar unit structure and computing equipment.

2.9 Accessibility

The proposed site(s) shall be accessible by road. There should be 24/7 access for authorized CASA personnel to service equipment.

2.10 Installation

The proposed site(s) shall have one time access to installation equipment such as cranes or forklifts.

2.11 Zoning

It is the responsibility of the site host to verify compliance with zoning regulations

2.12 Lightning protection

Radar deployment at the proposed site(s) shall require lightning protection.

2.13 Site spacing

The proposed site(s) shall be appropriately spaced to achieve optimal system performance. The average spacing should be approximately 30 km between sites.

2.14 Climate Control

The site(s) shall provide space for HVAC installations, including ductwork, to climate control the Radar Unit structure.

3. SITING OPTIONS

A candidate site may take several forms provided the requirements listed in section 2 are met. The radar may be mounted on a short tower structure (20'), a tall tower structure (70-100'), or on a rooftop. The computing equipment housing may be located within fabricated shed, a trailer, in an existing building, or in a large, secured, weatherized box. The computing equipment housing should be nearly collocated with the radar enclosure, as they will be connected by fiber optic cable.

Below are photographic examples of varied installations.

3.1 Short Tower Field Installation



3.2 Tall Tower Field Installation

In order to meet line of sight or communications requirements, a tall tower may be necessary. HVAC may be mounted on the ground or on a platform on the tower. A communications antenna may be mounted on the tower. Tall tower installations are not recommended unless a suitable tower already exists and is available or it is necessary to meet requirements.



3.3 Rooftop Installation

A rooftop installation can be a convenient option when requirements can be met. The exact site specifications may be highly variable depending on the roof, the surroundings, and the available infrastructure. In general, the use of a building will allow avoiding excessively tall towers, and provide ready access to most of the infrastructure needed (power, communications, and equipment housing).



3.4 Computer Equipment Housing

As described in the requirements, in addition to the radar and associated infrastructure, space must be provided for computer equipment including servers, data storage arrays, network routers and switches, and rack mounted UPS. This may be housed in a shed, trailer, existing building or weatherized box. An installation in an existing building will be similar to a standard server room, with equivalent HVAC and electricity requirements.

SITE PREPARATION, RADAR INSTALLATION & ONGOING EXPENSES

SITE PREPARATION & RADAR INSTALLATION

A candidate site may take several forms provided the requirements listed in site requirements document are met (**Appendix B**). The radar may be mounted on a short tower structure, a tall tower structure, or on a rooftop. The computing equipment housing may be located within fabricated shed, a trailer, in an existing building, or in a large, secured, weatherized box. Based on the particulars of the selected site, the cost of installation can vary.

Radar installation will take place with the assistance of licensed, bonded and insured contractors. CASA will help develop the work statements for the RFPs that may need to be issued. These contractors will be tasked with:

1. Determination of best installation structure (short or tall tower vs. rooftop).
2. Design and fabrication of mating structure (if needed).
3. Design and preparation of structure foundation (as needed)
4. Move of radars from workshop to sites and installation on structure.
5. Fencing, lightning protection, grounding, ductwork, electrical, HVAC, communication cabling (as needed).

Cost of installation at each site will vary depending on site characteristics. The table below show a representative budget for a rooftop installation on a low-rise building with no significant obstructions, such as high parapets (hence no tower required) and high speed internet available nearby.

Category	Budget
Structural engineering (simple rooftop install)	\$6,000
Air conditioning unit (for radome-based units)	\$4,000
Ductwork	\$6,000
Electrical work	\$4,000
Fiber/Data cabling	\$5,000
Crane rental for installation	\$10,000
Steel support fabrication (simple structure)	\$6,000
Roof penetrations and patching	\$5,500
Lightning protection	\$3,500
Total	\$50,000

BANDWIDTH

A 10 Mbps guaranteed (wired or wireless) service will be required between the radar sites and the DROCC. The host site may also need to provide and install communication equipment (such

as a dish antenna) on site. In addition, the host site should be able to provide support throughout the period of operations (troubleshooting, repairs, etc.).

ELECTRICITY

Based on our experience with existing metered sites in North Texas, individual radar sites drew up electricity costs of about \$1,500/ year.

GROUND SUPPORT

CASA engineers will require technical assistance/ ground support in order to cost effectively operate the radar network. This involves short trips to the radar sites required for some local troubleshooting/ maintenance. Problems with the radars can usually be diagnosed and fixed remotely over the network, but sometimes hardware resets are required to be done on site. We estimate sites needing to provide a level of in-kind support of \$1,000/year.

APPENDIX D TRAVEL REIMBURSEMENT POLICY

To be reimbursed for travel agreed upon by NCTCOG, the following must be provided:

- UMASS travel Expense Report with the following information provided (in the Description or Comments section or on a separate page):
 - Destination – City
 - Purpose – Clearly defined (= How does this reimbursement request relate to a NCTCOG contract, grant, or project?)
 - Departure Time & Date
 - Return Time & Date
- NCTCOG will not pay for meals. Attach detailed receipts for all travel expenses to include hotel, , airfare, rental car, gas for rental car, parking, and tolls, if applicable.
- If requesting mileage reimbursement for use of an employee's **personal** vehicle for mileage to / from airport, a Google map must be included showing the printed route and mileage. Privately owned vehicle mileage will be reimbursed at current GSA rates (<https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php>). GSA Mileage rates change annually. It is incumbent on the traveler to know current GSA rates.

NCTCOG does not reimburse for food, drink, alcohol purchases or tips/gratuities.

The per diem is calculated based on the U.S. General Services Administration. (<https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php>). *Per diem rates may change monthly in some locations.* If the rate for your destination is not included on the GSA list, a maximum reimbursable rate for per diem (lodging, meals, and incidental expenses) shall be consistent with the Standard Rate for Per Diem in Texas provided by the GSA. It is incumbent on the traveler to know current GSA rates.

Ask for the government rate on hotel stays.

NCTCOG will only reimburse actual, eligible expenses with corresponding receipts up the to the GSA per diem rate.



North Central Texas Council of Governments

Item 5

Exhibit: 2023-03-05-EP

Meeting Date: March 23, 2023

Submitted By: Maribel Martinez
Director of Emergency Preparedness

Item Title: Resolution Endorsing an Agreement with Tarrant County College District for Urban Search and Rescue Training and Exercises

The North Central Texas Council of Governments (NCTCOG) has identified Tarrant County College District (TCCD) as uniquely qualified to provide needed training, exercises, and supporting documentation as required by the homeland security grant program for Urban Search and Rescue (USAR) teams in the North Central Texas Region. Availability of resources and scheduling necessitated staff proceeding with this agreement to ensure courses could take place beginning in March 2023.

TCCD is a local public college that has specific training and exercise resources and instructors capable of providing entry and advanced level USAR Training.

The State Homeland Security Grant Program project is 100% funded with no local cost-share or match requirements. Any of the trainings or exercises approved for expenditures under this ILA will be approved under the Homeland Security Grant program. Current year funding for this project was approved and accepted by the Executive Board in September 2022; however, this ILA with TCCD will span over several grant years.

Federal guidance states the Homeland Security grant funds are available through the end of the calendar year.

A draft resolution endorsing an agreement with TCCD in an amount not to exceed \$250,000 is attached for Executive Board consideration. Should either you or the Executive Board members have questions, staff and I will be present at the meeting to summarize and address any questions, or I may be contacted by phone at 817-704-5613 or by e-mail at mmartinez@nctcog.org.

Attachment

MM: cc

RESOLUTION ENDORSING AN AGREEMENT WITH TARRANT COUNTY COLLEGE DISTRICT FOR URBAN SEARCH AND RESCUE TRAINING AND EXERCISES

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

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

WHEREAS, the North Central Texas Council of Governments seek to address regional emergency preparedness priorities such as planning, training, and exercise; and,

WHEREAS, NCTCOG is the appropriate entity to coordinate the aforementioned assistance and wishes to engage Tarrant County College District (TCCD) to conduct training and exercises in the North Central Texas Region; and,

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The NCTCOG Executive Board endorses an agreement between NCTCOG and Tarrant County College District to provide Urban Search and Rescue training and exercises, for a maximum five (5) year term and in an amount not to exceed \$250,000.

Section 2. The Executive Director or designee is authorized to execute an agreement with Tarrant County College District in the name of the North Central Texas Council of Governments consistent with the approval herein.

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

Andrew Piel, President
North Central Texas Council of Governments
Councilmember, City of Arlington

I hereby certify that the Executive Board of the North Central Texas Council of Governments adopted this resolution on March 23, 2023.

Chris Hill, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Collin County

MASTER INTERLOCAL AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (Agreement), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the Act), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and Tarrant County College District, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at 4801 Marine Creek Parkway, Fort Worth, Texas.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this agreement on March 23, 2023, and that it desires to contract with NCTCOG on the terms set forth below.

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

THIS CONTRACT AND AGREEMENT is entered into by and between the governmental agencies shown below as contracting parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

ARTICLE 2: SCOPE OF SERVICES

The Participant will develop and deliver to NCTCOG, multiple trainings and exercises. These activities will take place at Tarrant County College Northwest Campus Fire Service Training Center located at 4801 Marine Creek Parkway, Fort Worth, Texas.

The Participant will provide:

- The necessary forms and documentation required by the Texas Office of the Governor (OOG) to meet State Homeland Security Program (SHSP) grant requirements such as training submission forms, environmental historical preservation (EHP) forms, or others as deemed necessary.
- Monitoring and tracking of student participation and generate course evaluation forms and course completion certifications for students who successfully complete the course work.
 - Course outline – prior to course
 - Rosters for each day of training – after course completion
 - Course evaluation forms from each student – after course completion
 - Course completion certificates for each student – after course completion
- Certified instructors and all necessary course and exercise materials and supplies.
- Direct instruction to students enrolled in the courses.
- Lumber, course materials, supplies, tools, equipment, and/or utilities needed for the delivery of trainings and exercises.
 - Item descriptions to NCTCOG for Homeland Security Grant eligibility approval at least two weeks prior to purchase.
 - Copy of receipts to NCTCOG for audit records.
- Maintenance of all said equipment, tools, and supplies - until consumed or at end of useful life and make same available for use by regional teams for future training and exercises.
- Compliance with OOG equipment inventory and control requirements as applicable for capital and controlled assets; make applicable inventory/records available for audit purposes as requested by NCTCOG, the OOG, or other authorized entity acting on behalf of the Department of Homeland Security, the State of Texas, or the NCTCOG

NCTCOG will provide:

- Guidance on OOG equipment inventory and control requirements as applicable for capital and controlled assets.
- Supply the Participant with necessary forms required by the OOG to meet SHSP grant requirements such as training submission forms, EHP forms, or others as deemed necessary.
- Management of grants for training, invoicing, and reimbursement processes.

ARTICLE 3: PAYMENTS

NCTCOG has been awarded a grant from the State of Texas Office of the Governor, Homeland Security Grants Division for the funding of this training. Services performed shall be billed lump sum upon completion. NCTCOG will remit payment to the Participant once all required documentation has been provided and upon receipt of all funds from the OOG once they appear available through the State Comptroller's website. Payment is dependent on approval of the funding request to the OOG. NCTCOG will pay to the Participant the fees outlined in each respective Statement of Work, in a total amount not to exceed \$250,000 (two hundred and fifty thousand dollars) for the term of the Agreement, inclusive of any and all optional renewals.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for four (4) successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.
- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

<p>North Central Texas Council of Governments Emergency Preparedness Department 616 Six Flags Drive, Arlington, Texas 76011</p>	<p>Tarrant County College District 1500 Houston Street, Fort Worth, Texas 76102</p> <hr/> <p>Name of Participant Agency</p>
<p>R. Michael Eastland</p> <hr/> <p>NCTCOG Executive Director or Designee</p>	<hr/> <p>Name and Title of Authorized Official or Designee</p>
<hr/> <p>Signature</p>	<hr/> <p>Signature</p>
<hr/> <p>Date</p>	<hr/> <p>Date</p>



North Central Texas Council of Governments

Item 6

Exhibit: 2023-03-06-TR

Meeting Date: March 23, 2023

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

Item Title: Resolution Authorizing Agreements for Receipt of Funds from the US Department of Energy

In October 1993, the North Central Texas Council of Governments (NCTCOG) Executive Board authorized NCTCOG to apply to the US Department of Energy (DOE) for designation as a Clean Cities coalition. DOE approved this designation on July 25, 1995. Since this time, the Dallas-Fort Worth Clean Cities (DFWCC) Coalition has been housed at and supported by NCTCOG. The Executive Board endorsed NCTCOG's redesignation as the host organization for DFWCC on May 23, 2019. The DOE approved the latest redesignation request effective November 19, 2019. DFWCC is included in Subtask 3.03 of the Fiscal Year (FY) 2022 and FY2023 Unified Planning Work Program for Regional Transportation Planning.

Staff activities under this initiative focus on improving energy efficiency and reducing negative air quality impacts of transportation with emphasis on supporting transition to zero-emission vehicles. Work includes technical support and educational resources for local fleets and drivers as well as planning activities related to infrastructure development. As the transportation and energy sectors begin to integrate more closely, infrastructure planning has begun to incorporate elements related to the electric grid. Staff is in process of establishing a technical advisory committee to ensure a variety of critical perspectives are captured to inform future staff efforts.

DOE provides ongoing financial support to local Clean Cities coalitions through contracting agents to help implement this program. DOE is proposing to provide funding to support one year of work beginning April 2023, with options to extend for four additional years. A total of approximately \$750,000 DOE funding is available over the five-year course of the agreement. No local match is required.

A draft resolution authorizing receipt of DOE funds for DFWCC activities through its contracting agents in the amount of approximately \$750,000 is attached. I will provide a brief presentation of this item and will be available to answer any questions prior to requesting Board approval.

LPC:so
Attachment

**RESOLUTION AUTHORIZING AGREEMENTS FOR RECEIPT OF FUNDS FROM THE
US DEPARTMENT OF ENERGY**

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), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG, and has been and continues to be a 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 RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions that create ozone; and,

WHEREAS, in October 1993, the NCTCOG Executive Board authorized NCTCOG to apply to the US Department of Energy (DOE) for designation as a Clean Cities Coalition, and DOE approved this designation on July 25, 1995; and,

WHEREAS, on May 23, 2019, the Executive Board endorsed NCTCOG's redesignation as the host organization for the Dallas-Fort Worth (DFW) Clean Cities Coalition, and DOE approved the redesignation request effective November 19, 2019; and,

WHEREAS, additional funds are available through DOE contracting agents to continue supporting work performed by the DFW Clean Cities Coalition; and,

WHEREAS, DOE is proposing to provide funding to support one year of work beginning April 2023, with an option to extend for four additional years; and,

WHEREAS, Subtask 3.03 of the Fiscal Year (FY) 2022 and FY2023 Unified Planning Work Program for Regional Transportation Planning includes implementation of air quality initiatives.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. NCTCOG is authorized to enter into agreements with the Department of Energy's contracting agents and accept funding in the amount of approximately \$750,000 to support the Dallas-Fort Worth Clean Cities Coalition Program over an anticipated five-year period.

Section 2. These funds will be incorporated into the appropriate fiscal year budget(s) and Unified Planning Work Program.

Section 3. The Executive Director or 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 4. This resolution shall be in effect immediately upon its adoption.

Andrew Piel, President
North Central Texas Council of Governments
Councilmember, City of Arlington

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on March 23, 2023.

Chris Hill, Secretary/Treasurer
North Central Texas Council of Governments
County Judge, Collin County



North Central Texas Council of Governments

Item 7

Exhibit: 2023-03-07-TR

Meeting Date: March 23, 2023

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

Item Title: Resolution Authorizing Submittal to Federal Railroad Administration Corridor Identification and Development Program

In December 2022, the United States Department of Transportation announced a new program, the Federal Railroad Administration (FRA) Corridor Identification and Development (ID) Program. The Corridor ID Program is designed to facilitate the development of intercity passenger rail corridors, to establish a pipeline of intercity rail projects, and to guide future project development and capital investments. In May 2022, FRA sought expressions of interest for this Corridor ID Program to which the North Central Texas Council of Governments (NCTCOG) responded in August 2022, with the Dallas to Fort Worth High-Speed Rail corridor. The Texas Department of Transportation also responded to FRA with an expression of interest in October 2022, citing several intercity passenger rail corridors throughout the state, including renewed service between the Eddie Bernice Johnson Union Station in Dallas and the Houston Amtrak Station.

NCTCOG plans to submit an application for a combined high-speed rail corridor from Fort Worth to Houston, through Dallas, to be recognized as the Fort Worth to Houston High-Speed Rail Corridor. The Regional Transportation Council approved submission of this corridor for this application in their February 9, 2023, meeting. While the focus of this application is to simply register this corridor on the national intercity passenger rail system, up to \$500,000 may be awarded to advance project development. Award amounts vary based on the corridors submitted and what level of project development FRA deems each corridor has attained. NCTCOG staff anticipates awards will be published by May 13, 2023, which is the deadline for FRA to provide Congress with the first project pipeline report.

Applications are due to FRA by March 27, 2023, and staff is requesting Executive Board approval of the Fort Worth to Houston High-Speed Rail Corridor application and authorize receipt of any funds that may be awarded.

A draft resolution authorizing submittal of the Corridor Identification and Development Program application is attached for Executive Board consideration. I will provide a brief presentation on this item and will be available to answer any questions prior to requesting Board approval.

BW:so
Attachment

**RESOLUTION AUTHORIZING SUBMITTAL TO FEDERAL RAILROAD ADMINISTRATION
CORRIDOR IDENTIFICATION AND DEVELOPMENT PROGRAM**

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), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG, and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, Mobility 2045: The Metropolitan Transportation Plan for North Central Texas – 2022 Update, the region’s long-range transportation plan, includes grade-separated high-speed rail recommendations between Fort Worth and Dallas as well as the portion of a Dallas to Houston passenger rail corridor within the Dallas-Fort Worth Metropolitan Area; and,

WHEREAS, the RTC has established policy TR3-011 within Mobility 2045 – 2022 Update for high-speed rail system interoperability within the North Central Texas region, colloquially referred to as a “one-seat” ride system; and,

WHEREAS, in May 2022, the Federal Railroad Administration (FRA), on behalf of the United States Department of Transportation (USDOT), began soliciting expressions of interest in the Corridor Identification and Development Program; and,

WHEREAS, NCTCOG submitted an expression of interest for the Fort Worth to Dallas High-Speed Rail Corridor in August 2022, and the Texas Department of Transportation submitted an expression of interest for several intercity passenger rail corridors in the state, including renewed service between Dallas and the Houston Amtrak Station, in October 2022; and,

WHEREAS, in December 2022, FRA announced the solicitation of corridor proposals and funding opportunity for the Corridor Identification and Development Program; and,

WHEREAS, on February 9, 2023, the RTC approved submittal of a combined Fort Worth to Houston High-Speed Rail Corridor application under the Corridor Identification and Development Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1.** The NCTCOG Executive Board authorizes submittal of the Fort Worth to Houston High-Speed Rail Corridor application under FRA Corridor Identification and Development Program.
- Section 2.** NCTCOG is authorized to receive up to \$500,000 to advance project development through the FRA Corridor Identification and Development Program.
- Section 3.** These funds will be incorporated into the appropriate fiscal year budget(s) and Unified Planning Work Program.
- Section 4.** The Executive Director or designee is authorized to execute necessary agreements in the name of the North Central Texas Council of Governments to carry out the initiatives described herein.
- Section 5.** This resolution shall be in effect immediately upon its adoption.

Andrew Piel, President
North Central Texas Council of Governments
Councilmember, City of Arlington

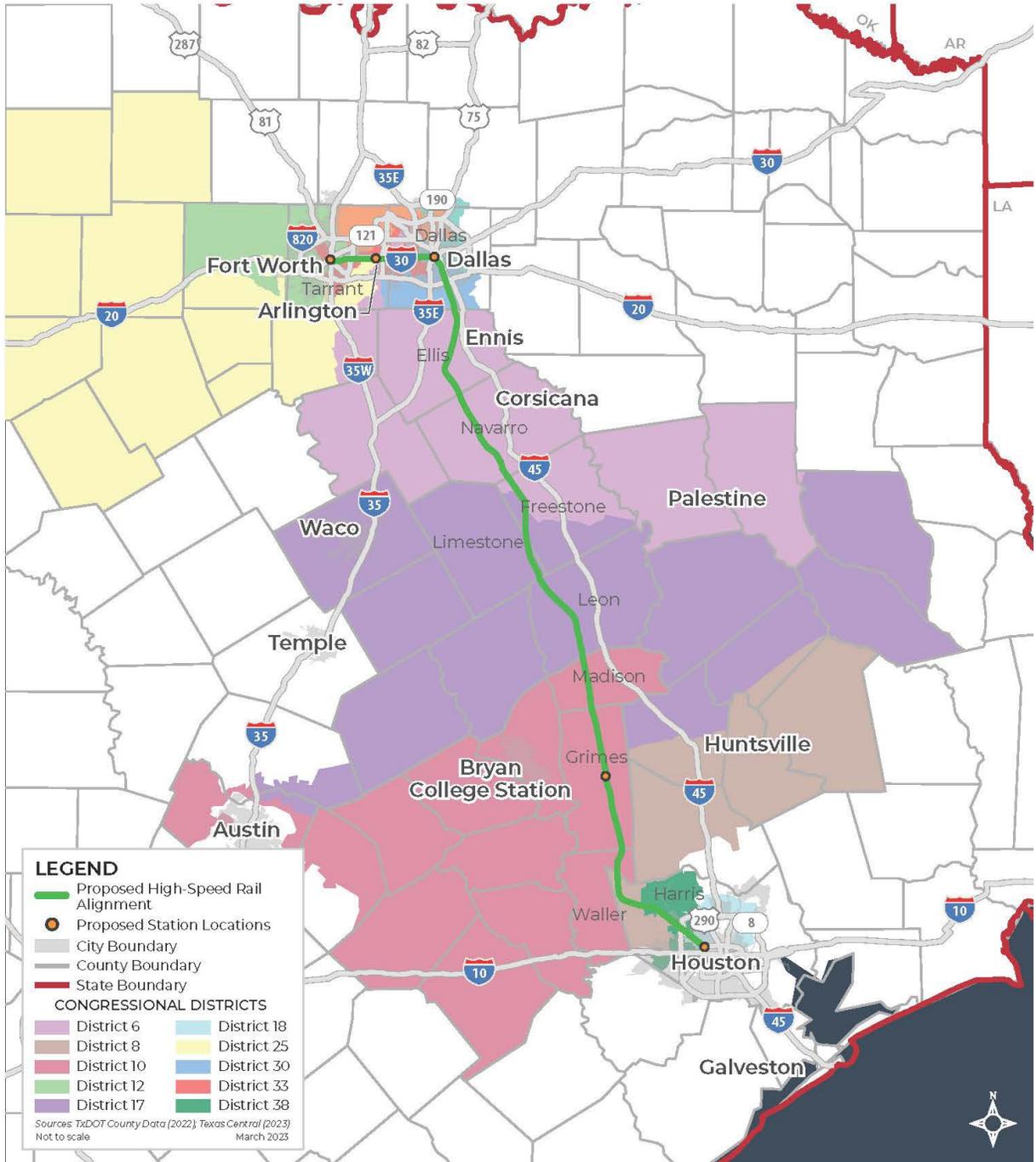
I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on March 23, 2023.

Chris Hill, Secretary/Treasurer
North Central Texas Council of Governments
County Judge, Collin County

FORT WORTH TO HOUSTON HIGH-SPEED RAIL PROJECT MAP



North Central Texas
Council of Governments





North Central Texas Council of Governments

Item 8

Exhibit: 2023-03-08-TR

Meeting Date: March 23, 2023

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

Item Title: Resolution Authorizing Agreements with TxDOT for NCTCOG to Provide
Technical Assistance to the TxDOT Dallas and Fort Worth Districts

The Texas Department of Transportation (TxDOT) has requested that the North Central Texas Council of Governments (NCTCOG) enter into agreements with TxDOT to perform various technical assistance for the Dallas and Fort Worth Districts. In previous fiscal years, NCTCOG has entered into this type of agreement with TxDOT through a subcontract with the Texas A&M Transportation Institute (TTI), with the last agreement expiring in May 2021.

These new agreements would extend through August 31, 2025, in the total amount of \$600,000 (\$300,000 for each district). Under these agreements, NCTCOG will continue to provide assistance to TxDOT with activities such as forecasting, feasibility studies, environmental analyses, and other activities as requested. NCTCOG will also provide assistance for public involvement, coordination meetings, value engineering, and other project development activities associated with corridors throughout the region.

A draft resolution authorizing two agreements with the Texas Department of Transportation for technical assistance in the amount of approximately \$300,000 each 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.

SS:cmg
Attachment

RESOLUTION AUTHORIZING AGREEMENTS WITH TXDOT FOR NCTCOG TO PROVIDE TECHNICAL ASSISTANCE TO THE TXDOT DALLAS AND FORT WORTH DISTRICTS

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and nonprofit 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), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG, and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, the Fiscal Year (FY) 2022 and FY2023 Unified Planning Work Program Subtask 5.01 provides for corridor studies and environmental studies to support the Texas Department of Transportation's planning and project development activities; and,

WHEREAS, the Texas Department of Transportation Fort Worth and Dallas Districts have requested NCTCOG to continue providing technical assistance for corridors throughout the region.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. An agreement with the Texas Department of Transportation for technical assistance activities to support the TxDOT Dallas District in the amount of approximately \$300,000 is hereby approved.

Section 2. An agreement with the Texas Department of Transportation for technical assistance activities to support the TxDOT Fort Worth District in the amount of approximately \$300,000 is hereby approved.

Section 3. These funds shall be incorporated into the appropriate fiscal year budgets and Unified Planning Work Program.

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

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

Andrew Piel, President
North Central Texas Council of Governments
Councilmember, City of Arlington

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on March 23, 2023.

Chris Hill, Secretary/Treasurer
North Central Texas Council of Governments
County Judge, Collin County



North Central Texas Council of Governments

Item 9

Exhibit: 2023-03-09-EDO

Meeting Date: March 23, 2023

Submitted By: Andrew Piel, President
North Central Texas Council of Governments

Item Title: Announcement of the President's 2023 Executive Board Nominating Committee

Officers and Directors for NCTCOG's 2023-2024 Executive Board will be elected at the Annual General Assembly Meeting on Friday, June 30, 2023. The meeting will be held in person at the Hurst Conference Center.

It has been customary for the current President to serve as Chairman of the Nominating Committee, along with several of NCTCOG's past presidents. In order to qualify prospective nominees and prepare a slate to be submitted to the General Assembly, President Piel will appoint the attached Nominating Committee.

ME:jw

ANNOUNCEMENT OF THE PRESIDENT'S 2023 EXECUTIVE BOARD NOMINATING COMMITTEE

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
2023 Executive Board Nominating Committee**

Andrew Piel – President 2022-23; andrew.piel@arlingtontx.gov
David Sweet – President 2021-22; dsweet@rockwallcountytexas.com
Ray Smith – President 2020-21; ray_smith@prospertx.gov
J. D. Clark – President 2019-20; cojudge@co.wise.tx.us
Kevin Strength – President 2018-19; kstrength@waxahachiechamber.com
Tom Lombard – President 2017-18; lombardt@sbcglobal.net
Lissa Smith – President 2016-17; Lissasmith4@gmail.com
Kathryn Wilemon, President 2014-15; kawilemon@aol.com
Steve Terrell, President 2013-14; stevete@swbell.net
Bobbie Mitchell; President 2012-13; Bobbie.Mitchell@dentoncounty.com
Glen Whitley, President 2010-11; glen.whitley@outlook.com
Bobby Waddle, President 2009-10; bgwaddle@flash.net
Chad Adams, President, 2007-08; cadams@victrongroup.com
T. Oscar Trevino, Jr., President 2006-07; nrhoscar@sbcglobal.net
Mary Poss, President 2000-01; mary@dallastex.com
Gary A. Slagel, President 1994-95; gary.slagel@CapitalSoft.com
Jim Alexander, President 1991-92; jralexander1@verizon.net



North Central Texas Council of Governments

Item 10

Exhibit: 2023-03-10-TR

Meeting Date: March 23, 2023

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

Item Title: Status Report on Draft Resolution Approving an Interlocal Agreement between the North Central Texas Council of Governments, the Regional Transportation Council, and Dallas Area Rapid Transit Concerning the Cotton Belt Regional Bicycle/Pedestrian Trail

The Dallas Area Rapid Transit (DART) Silver Line (“Silver Line”) rail project is coordinating a parallel regionally significant Cotton Belt Regional Veloweb Trail (“Trail”) corridor that will connect seven cities (Addison, Carrollton, Coppell, Dallas, Grapevine, Plano, and Richardson) across three counties (Tarrant, Dallas, and Collin). This regional Trail has been included in the Metropolitan Transportation Plan since the 1990s, and accommodations for the approximate 26-mile trail have been included as part of DART’s planning for the Silver Line rail corridor. The Trail is currently under design and will primarily run parallel to the Silver Line from the DART Plano Shiloh Station on the east to the future DFW Through Station on the west.

The Trail construction will be funded with a combination of federal and local funds. Construction will occur in three phases by a DART contractor. Phase 1 construction will primarily consist of critical trail bridges to be completed by the Silver Line rail contractor before the rail begins revenue service. Phase 2 construction includes additional trail bridges and trail sections by a second contractor to be selected and managed by DART, with construction anticipated to be mostly complete before rail revenue service. Phase 3 construction will include the remaining trail sections which will occur after the beginning of rail revenue service.

The Interlocal Agreement (ILA) outlines the Parties’ respective responsibilities and general obligations for the funding and construction of the Trail to occur in phases, both before and after the beginning of the Silver Line rail revenue service. The North Central Texas Council of Governments/Regional Transportation Council obligations include coordinating construction funding and the transfer of associated federal and local funding sources from partnering agencies to DART for construction of the Trail. DART obligations include the coordination of construction contracts, schedules, inspections, monthly progress reports, and project support for managing trail construction activities.

I will provide a brief summary of this item and be available to answer questions from the Board. Additional information is attached, including the proposed Interlocal Agreement. The Executive Board will be requested to authorize execution of the proposed ILA at a future meeting.

KK:bw
Attachments

**INTERLOCAL AGREEMENT between the
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, the
REGIONAL TRANSPORTATION COUNCIL, and
DALLAS AREA RAPID TRANSIT concerning the
COTTON BELT REGIONAL TRAIL**

This Interlocal Agreement concerning the Cotton Belt Regional Trail (the “Agreement”) is entered into between the North Central Texas Council of Governments (“NCTCOG”), the Regional Transportation Council (“RTC”), and Dallas Area Rapid Transit (“DART”), collectively referred to as “the Parties” or individually as a “Party.”

WHEREAS, NCTCOG is a political subdivision organized under Chapter 391 of the Texas Local Government Code and designated as the Metropolitan Planning Organization (“MPO”) for the Dallas-Fort Worth Metropolitan Area in accordance with federal law; and

WHEREAS, the RTC, comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and

WHEREAS, DART is a regional transportation authority created, organized, and existing pursuant to Chapter 452 of the Texas Transportation Code; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”); and

WHEREAS, the Cotton Belt Regional Trail (“Trail”) will run parallel to DART’s Silver Line (“Silver Line”), a 26-mile commuter rail line, and will extend from the DART Plano Shiloh Station on the east to the future DFW Through Station on the west, as depicted in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, on January 7, 2019, DART awarded its contract for the design and construction of the Silver Line (“Silver Line Contract”) to Archer Western Herzog, 4.0, Joint Venture (“AWH”); however, the original Silver Line Contract did not include the design or construction of Trail; and

WHEREAS, on December 12, 2020, and September 27, 2021, DART and AWH entered into Supplemental Agreements #08 and #20, respectively, which expand the scope of the Silver Line Contract to include the design of the Trail; and

WHEREAS the Trail has now been designed pursuant to the Silver Line Contract (as supplemented); and

WHEREAS, RTC has currently programmed \$87,034,395 for construction of the Trail, and the Parties anticipate that RTC will program additional necessary funding after the execution of this Agreement; and

WHEREAS, the Trail will be funded and constructed in three separate phases in coordination with the Town of Addison, the City of Carrollton, the City of Coppell, the City of Dallas, the City of Grapevine, the City of Plano, the City of Richardson, and Dallas County (“Local Governments”); and

WHEREAS, the Parties desire to set forth their respective responsibilities with respect to the construction and funding of the Trail.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, NCTCOG, RTC, and DART agree as follows.

I. SCOPE OF CONSTRUCTION & GENERAL OBLIGATIONS OF THE PARTIES

- 1.1 The final released-for-construction Silver Line plans (“Silver Line RFC Plans”) shall be considered the existing condition (*i.e.*, baseline condition) from which the Trail will be constructed. Construction of the Trail shall consist of all work above and beyond the improvements made by AWH pursuant to the Silver Line RFC Plans.
- 1.2 NCTCOG/RTC shall:
 - a. Diligently seek federal, state, and local funding for the Trail and make such funding available for agreed-upon Trail construction costs.
 - b. With respect to federal funds programmed for the Trail, promptly request a transfer of funds from the Federal Highway Administration to the Federal Transit Administration and coordinate with DART, as needed, to facilitate DART’s receipt of such federal funds for agreed-upon Trail construction costs.
 - c. Coordinate the collection of local match funds from partnering agencies, including any funds that Local Governments may choose to contribute, and transfer such funds to DART to apply to agreed-upon Trail construction costs.
 - d. For Trail projects located outside of DART’s right of way (“ROW”), coordinate with Local Governments to acquire all easements, crossings, or other necessary rights or permissions for construction of the Trail.
 - e. Coordinate with the Texas Department of Transportation, the North Texas Tollway Authority, Local Governments, and other stakeholders to facilitate construction of the Trail to completion.
- 1.3 DART shall:
 - a. Make a good faith effort to minimize modifications to the Silver Line RFC Plans that would materially and adversely affect the design or cost of the Trail and notify NCTCOG of any such modifications.
 - b. Make a good faith effort to construct the Silver Line in a manner that will accommodate future Trail construction as much as possible – for example, installing new or relocated equipment or facilities (such as rail signals) in locations that will not conflict with

- anticipated future Trail expansion; provided, however, DART is not obligated to relocate existing railway equipment or facilities to accommodate future Trail expansion if such relocation is not necessitated by the construction of the Silver Line.
- c. Coordinate with the Texas Department of Transportation, the North Texas Tollway Authority, and tenant railroads with rights on the Cotton Belt rail line regarding any railway crossings necessitated by the Trail.
- 1.4 Cost Share. DART shall contribute to the costs for Phase 1 Projects (as further discussed in Section 2.3 below); however, in no event shall DART be obligated under this Agreement to pay more than **\$5,338,344**. DART may, in the future, elect to contribute more than \$5,338,344 for Trail construction costs, subject to prior approval by its Board of Directors. RTC has currently programmed \$87,034,395 for Trail construction costs. NCTCOG shall be responsible for all other costs for construction of the Trail through grant awards and other funding sources, subject to approval by RTC.

II. PHASE 1: The following provisions shall govern Phase 1 Projects only.

- 2.1 Phase 1 of the Trail shall consist of the projects (“Phase 1 Projects”) set out in Exhibit B, attached hereto and incorporated herein. The Parties may, by mutual agreement, modify Exhibit B without amending this Agreement. Phase 1 Projects shall be:
- a. Constructed by DART/AWH pursuant to the Silver Line Contract; and
 - b. Completed prior to Silver Line revenue service.
- 2.2 Negotiations with AWH. DART shall include NCTCOG in negotiations with AWH regarding pricing, construction, and any other matters directly related to Phase 1 Projects; however, DART shall lead and control all such negotiations.
- 2.3 Cost Share Procedures. Within fourteen (14) calendar days of receiving written notification from DART of the total costs for a Phase 1 Project, NCTCOG shall notify DART of the amount of such costs that NCTCOG proposes to fund. The Parties shall work collaboratively to expeditiously resolve any dispute with respect to the share of costs between the Parties and any third parties for Phase 1 Projects.
- 2.4 Notice to Proceed (“NTP”). After the Parties have determined the cost share for a Phase 1 Project and NCTCOG has reviewed and approved the 100% design plans for such project, NCTCOG shall issue a written NTP to DART, authorizing DART to begin construction on the project.
- 2.5 Change Orders. The Parties shall work cooperatively regarding all potential changes to the scope of work and/or costs of a Phase 1 Project. The Parties acknowledge that, in the event of a change order under this section, time will be of the essence to reach a mutual agreement regarding funding and to obtain action by DART’s Board of Directors and RTC, as

necessary, to avoid delay in implementation of the project. The Parties shall endeavor to minimize any increased costs resulting from a change order.

- a. DART shall obtain NCTCOG's consent before approving any change order.
- b. For changes requested by NCTCOG, NCTCOG shall be solely responsible for all resulting increased costs unless the Parties otherwise agree in writing before the modified work commences.
- c. For changes requested by DART, a Local Government, or another third party, DART may, but shall not be obligated under this Agreement to, pay any resulting increased costs.

2.6 Monthly Progress Reports. DART shall provide monthly progress reports to NCTCOG tracking the progress of construction of Phase 1 Projects by jurisdiction. Change requests from either Party will be included in DART's monthly progress reports.

2.7 Utility Relocation. The budget for Phase 1 Projects includes an estimated cost to relocate utilities in conflict with construction of the Trail (including design costs for the utility relocations), which shall be paid for by funds secured by NCTCOG. If the actual costs for relocating utilities are *less* than the estimated costs in the budget for Phase 1 Projects, the Parties shall mutually determine whether to apply the unused funds to other Phase 1 Project expenses or reallocate the unused funds to Phase 2 Projects. If the actual utility relocation costs *exceed* the estimated costs, then NCTCOG shall fund the overage subject to RTC approval; provided, however, DART shall promptly notify NCTCOG of the increased utility relocation costs, keep NCTCOG informed with respect to DART's negotiations with AWH related to increased utility relocation costs, and otherwise work collaboratively with NCTCOG to minimize such costs.

2.8 As-builts. Upon completion of Phase 1 Projects, DART shall provide as-built Trail plans to NCTCOG and Local Governments.

2.9 Capital Project Support Costs. RTC funding allocated to DART at the time of this Agreement includes funding to DART for costs incurred by DART for managing construction of the Trail and providing project oversight (hereinafter referred to as "Capital Project Support Costs") of Phase 1 Projects. DART's Capital Project Support Costs shall be ten percent (10%) of the total cost to construct Phase 1 Projects (including costs related to utilities).

III. PHASE 2: The following provisions shall govern Phase 2 Projects only.

3.1 Phase 2A and 2B of the Trail shall consist of the projects (collectively "Phase 2 Projects") set out in Exhibit C, attached hereto and incorporated herein. Phase 2 Projects shall be constructed:

- a. By DART pursuant to one or more new construction contracts (not the Silver Line Contract); and

- b. In parallel with construction of the Silver Line, to the extent DART determines parallel construction is feasible and cost efficient.
- 3.2 Modifications to Exhibit C. The Parties may, by mutual agreement, modify Exhibit C without amending this Agreement. Any modification to Exhibit C shall be in writing and signed by DART's Chief Development Officer and NCTCOG's Senior Program Manager for Sustainable Development or their respective designees.
- 3.3 Solicitations for Engineering Services During Construction ("ESDC"). DART shall lead the procurement process for ESDC for Phase 2 Projects; however, the Parties shall mutually agree upon the funding, scope, price, authorized contingency amount, and selection of contractors to provide ESDC for Phase 2 Projects. The Parties shall jointly develop solicitations in accordance with DART's standard procurement process.
- 3.4 Completion. The Parties shall jointly develop a construction schedule for Phase 2 Projects that provides for completion of as many Phase 2 Projects before the Silver Line begins revenue service as possible, taking into consideration procurement requirements, receipt of funding, material and labor availability, and other relevant factors. DART shall apply its best efforts to ensure construction of Phase 2 Projects in accordance with the jointly-developed construction schedule; provided, however, if DART is unable to construct Phase 2 Projects within the timeframes provided in the construction schedule due to factors beyond DART's control (such as a shortage in funding, unavailability of labor or materials, or delay in permits or other necessary permissions), DART shall promptly notify NCTCOG of the delay and the Parties shall work cooperatively to make necessary adjustments to the construction schedule.
- 3.5 Change Orders. The Parties shall work cooperatively regarding all potential changes to the scope of work and/or costs for Phase 2 Projects. The Parties acknowledge that, in the event of a change order under this section, time will be of the essence to reach a mutual agreement regarding funding and to obtain action by DART's Board of Directors and RTC, as necessary, to avoid implementation of the project. DART shall obtain NCTCOG's consent before approving any change order. The Parties shall endeavor to minimize any increased costs resulting from a change order.
- 3.6 Monthly Progress Reports. DART shall provide monthly progress reports to NCTCOG tracking the progress of construction of Phase 2 Projects by jurisdiction. Change requests from either Party will be included in DART's monthly progress reports.
- 3.7 Funding. DART shall work cooperatively with NCTCOG to secure the necessary funding for Phase 2 Projects. DART is not obligated under this Agreement to pay any costs for Phase 2 Projects. DART shall not incur any costs in connection with Phase 2 Projects unless and until: (a) NCTCOG and DART have agreed (in writing and signed by DART's Chief Development Officer and NCTCOG's Senior Program Manager for Sustainable

Development or their respective designees) concerning whether NCTCOG will allocate funding to reimburse DART for such costs (upon NCTCOG's receipt of cost documentation) or such costs will be assumed by DART; and (b) necessary approvals have been obtained from the Parties' respective governing boards.

- 3.8 As-Builts. Upon completion of Phase 2 Projects, DART shall require that the contractor performing the construction provides as-built plans to NCTCOG, Local Governments (as applicable), and DART.
- 3.9 Capital Project Support Costs. RTC funding allocated to DART shall include funding to DART for Capital Project Support Costs for Phase 2 Projects. DART's Capital Project Support Costs shall be ten percent (10%) of the total cost to construct Phase 2 Projects (including costs related to utilities).

IV. PHASE 3: The following provisions shall govern Phase 3 Projects only.

- 4.1. Phase 3 of the Trail shall consist of the projects ("Phase 3 Projects") that:
 - a. May be constructed after revenue service of the Silver Line commences; and
 - b. Shall be constructed by a contractor approved by DART to work in DART's ROW.
- 4.2. DART Contribution. DART may decline to construct any or all Phase 3 Projects; however, DART shall nonetheless continue to work collaboratively with NCTCOG and Local Governments to achieve completion of the Trail (subject to Section 5.2, Early Termination), and shall retain authority over all aspects of construction of Phase 3 Projects located on DART's ROW. DART is not obligated under this Agreement to pay any of the costs for Phase 3 Projects but may choose to assume some portion of such costs in a subsequent written agreement between the Parties and subject to approval by DART's Board of Directors.
- 4.3. NCTCOG Contribution. NCTCOG shall apply its best efforts to ensure, to the extent it has the authority and opportunity to do so, that any party constructing Phase 3 Projects will:
 - a. Obtain DART's approval with respect to the location and design of the Phase 3 Projects (including Projects constructed outside of DART's ROW) prior to any construction;
 - b. Provide as-builts of Phase 3 Projects to DART;
 - c. Coordinate with DART to ensure construction activities do not disrupt or interfere with Silver Line operations;
 - d. Adhere to DART's safety and insurance requirements; and
 - e. Pay or reimburse DART for costs related to construction of Phase 3 Projects (for example, flagging costs).

NCTCOG’s obligations under this section shall survive the expiration or termination of this Agreement.

- 4.4. Continued Cooperation. The Parties shall work cooperatively together, with the input of Local Governments, to determine the funding, scope, pricing, procurement, location, design, and construction of Phase 3 Projects. The Parties may amend this Agreement or enter into a subsequent written agreement detailing an agreed-upon method for developing Phase 3 Projects and further defining each Party’s roles and responsibilities with respect to Phase 3 Projects.

V. TERM

- 5.1. The term of this Agreement shall begin on the date last signed by the Parties (“Effective Date”) and expire when construction of the Trail is complete, unless terminated earlier as provided below.
- 5.2. Early Termination. Either Party shall have the right to terminate this Agreement, at any time and for any reason, by giving the other Party sixty (60) calendar days advance written notice of termination. DART shall not have any continuing obligation to construct Trail projects that have not yet been designed and fully funded at the time termination of this Agreement becomes effective. Any Trail project (not designed or fully funded at the time of termination) located on DART’s ROW may only be constructed by a contractor approved by DART.

VI. MISCELLANEOUS

- 6.1. The Parties shall comply with all applicable federal, state, and local laws, regulations, and guidance effective at the time of contracting.
- 6.2. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties only and there shall be no third-party beneficiaries to this Agreement
- 6.3. As of the Effective Date, this instrument constitutes the entire agreement of the Parties with respect to the matters contemplated herein. The Parties may only modify or supplement the rights and obligations set out in this Agreement with a written amendment or other written instrument signed by the signatories to this Agreement or DART’s Chief Development Officer and NCTCOG’s Senior Program Manager for Sustainable Development or their respective designees.
- 6.4. It is mutually understood and agreed that this Agreement is intended by the Parties to establish only an independent contractual relationship and is not intended to create a partnership or joint venture between any or all Parties.
- 6.5. No Party is an agent of the other Party, and each Party is responsible for its own acts, forbearances, negligence and deeds, and for those of its agents or employees in conjunction

with each Party's performance under this Agreement. No Party shall be deemed hereunder to have waived any governmental immunity or any other defenses available to such Party under Texas law or otherwise.

- 6.6. The laws of the State of Texas shall govern this Agreement. Venue for any action concerning this Agreement shall exclusively be in a state district court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- 6.7. No Party may assign its rights and obligations or either under this Agreement, in whole or in part, without first obtaining the prior written consent of the other Party, which consent may be withheld for any reason. No assignee or successor may further assign, in whole or in part, its rights and obligations without prior written consent of each Party to this Agreement at the time of further assignment.
- 6.8. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.
- 6.9. Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in a postage paid envelope addressed to a Party at the Party's address as set out below:

Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202 Attention: Chief Development Officer	Regional Transportation Council North Central Texas Council of Governments 616 Six Flags Drive Arlington, Texas 76011 Attention: Michael Morris, P.E.
Copy to: DART Office of General Counsel P.O. Box 660163 Dallas, Texas 75266-7231	

The above contact information may be modified in writing by a Party on behalf of that Party without requiring an amendment to this Agreement.

- 6.10. In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as nearly as possible the original intent of the Parties.
- 6.11. The Parties acknowledge that, prior to the Effective Date of this Agreement, DART has entered into various interlocal agreements with Local Governments that address or relate to the Trail. This Agreement does not amend, supplement, modify, delete, or otherwise alter the rights and obligations set out in such other interlocal agreements.

DALLAS AREA RAPID TRANSIT

**REGIONAL TRANSPORTATION
COUNCIL**

Nadine S. Lee
President & Chief Executive Officer

Michael Morris, P.E.
Director of Transportation

Date:

Date:

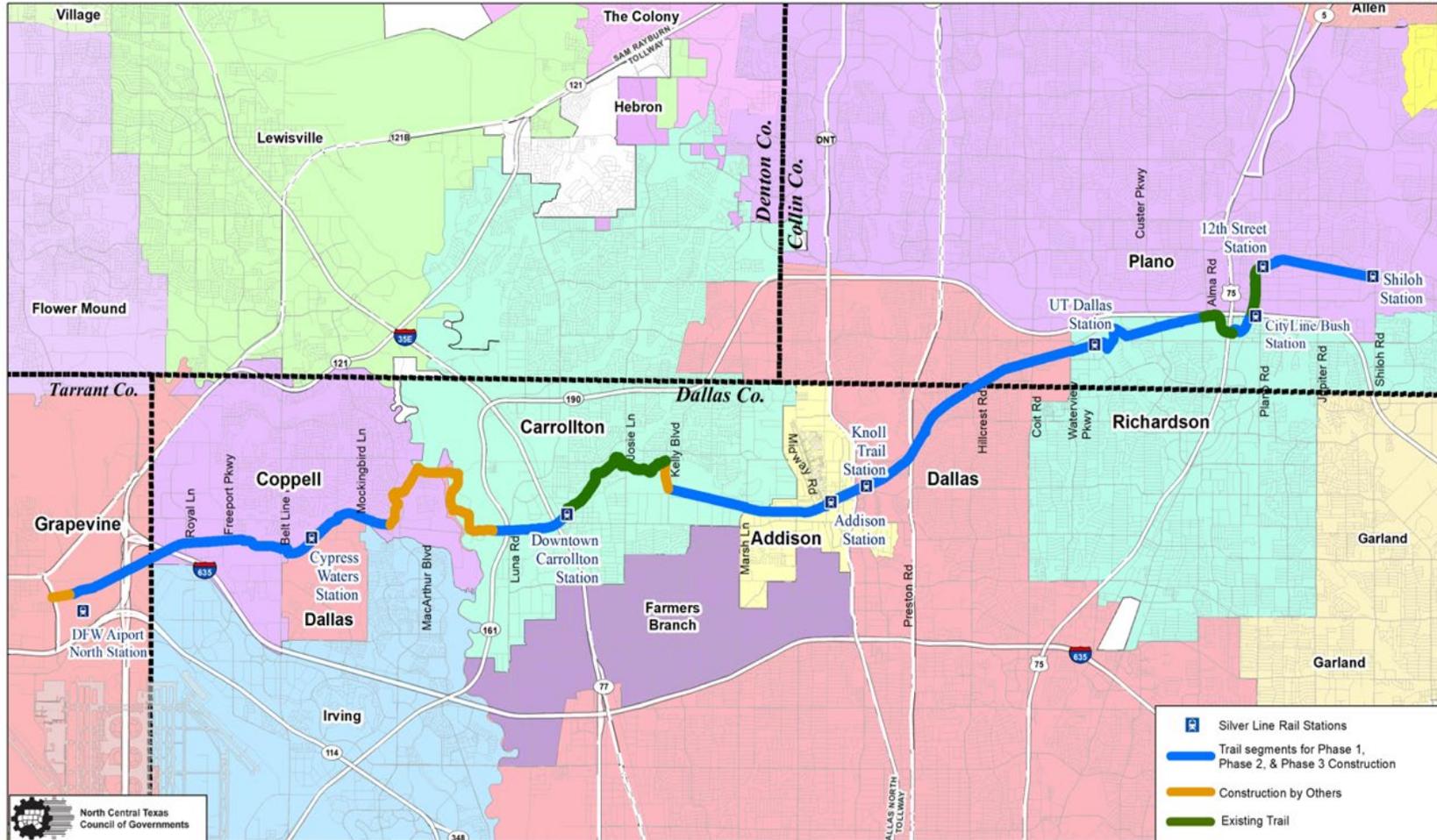
**NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

Mike Eastland
Executive Director

Date:

EXHIBIT A
Cotton Belt Regional Veloweb Trail: DFW Airport to Plano

Last Updated: 2/13/2023



Document Path: I:\Sustainable_Development\ArcGIS\Bike_Ped\Projects\Regional Trail Corridors - GIS\Cotton Belt Corridor\CB Design Funding_Updated_ILA-ExhibitA.mxd

Exhibit B

Cotton Belt Regional Trail – Phase 1 Projects

Phase 1 Trail Bridges and Trail Segments

1. Dallas North Tollway
2. White Rock Creek
3. Preston Green Park
4. Hillcrest Rd
5. Connecting Trail between Preston Green Park and Hillcrest Rd

Phase 1 Trail / Roadway Intersection Crossing

Additional at-grade rail/roadway intersection improvements will be constructed where the Silver Line Rail and Cotton Belt Trail cross at the same location. This situation occurs at approximately thirty (30) locations.

These Trail related improvements may include one or more of the following in various locations: median modifications, curb cuts, ADA ramps, trail width in lieu of sidewalk width at rail crossings, changing 6-foot pedestrian crossing arms with 12-foot arms, installation of 12-foot trail crossing of rail tracks, culvert extensions, street improvements to make the trail crossing of the street ADA compliant, and retaining walls.

Exhibit C

Cotton Belt Regional Trail – Phase 2 Projects

Phase 2 Trail Bridges

6. Addison: Midway Rd
7. Dallas: McKamy
8. Richardson: Custer Rd
9. Richardson: Spring Creek (or alternative trail alignment in lieu of bridge)
10. Plano: Jupiter Rd

Phase 2 Trail Sections*

1. Addison: Redding Trail (east of Surveyor Blvd) to Dallas North Tollway
2. Dallas: Dallas North Tollway to Campbell Rd
3. Dallas: Hillcrest Rd to Waterview Dr
4. Richardson: Waterview Dr. to Alma Rd
5. Richardson: Spring Creek Trail east of US75 to city limits at President George Bush Turnpike
6. Plano: City limits at PGBT to Sanders Trail in Plano north of President George Bush Turnpike west bound frontage road
7. Plano: K Ave to Shiloh Rd

*May include Trail segments located outside of DART right-of-way as proposed in the USDOT RAISE grant and TxDOT Statewide Call for Project applications.

Cotton Belt Regional Trail Resolution for Interlocal Agreement

Michael Morris, P.E.

Karla Windsor

NCTCOG Executive Board

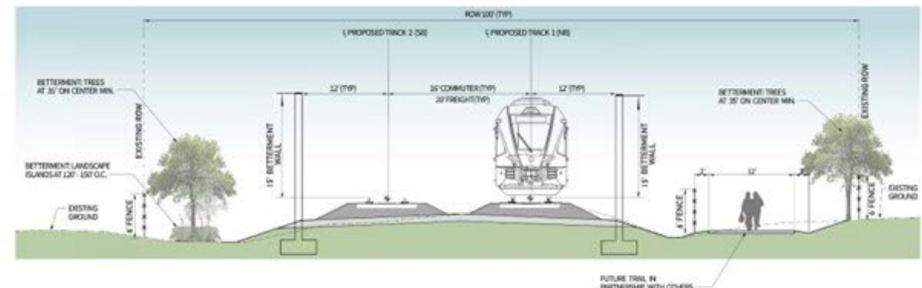
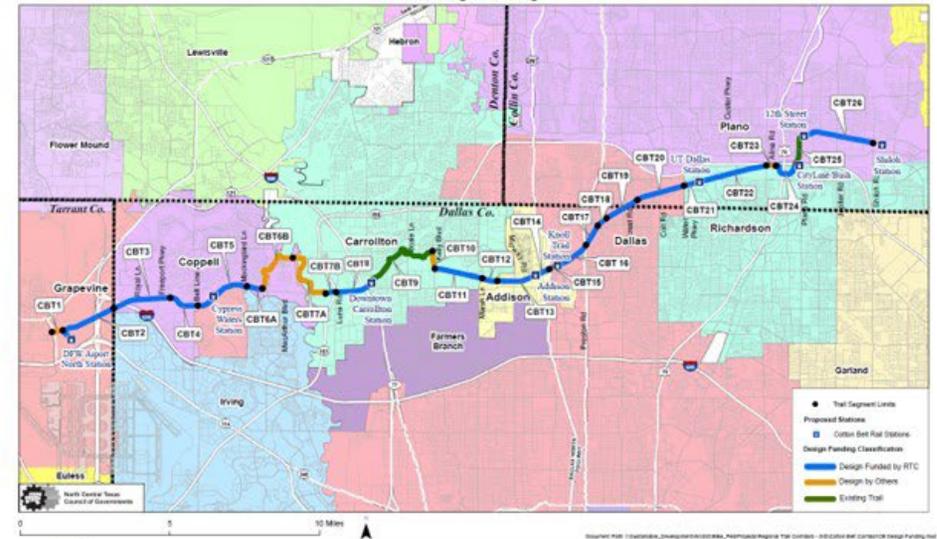
March 23, 2023



History

- Regional priority
- Seven cities in three counties
- 24+ miles of trail
- DART partnership to implement with the Silver Line Rail
- Engineering design currently underway
- Increasing construction costs

Cotton Belt Regional Veloweb Trail: DFW Airport to Plano
Trail Design Funding



Partnership for Trail Design and Construction

DART / Local Government Partnership:

- RTC-funded engineering design currently underway
- DART will oversee construction, utility relocation, and project support for the Trail on behalf of the local communities
- Trail will be owned and maintained by local communities

Phase:	Scope of Work:
Design	Engineering design currently underway with plans for construction documents by mid 2023 (Rail Design / Build Contractor)
Phase 1	Construction of critical trail bridges in Dallas and various Trail Intersection Crossings of the Silver Line Rail before beginning of rail revenue service (Rail Design / Build Contractor)
Phase 2	Construction of additional trail bridges and trail sections in Addison, Dallas, Richardson, and Plano primarily before beginning of rail revenue service (Second Contractor to be managed by DART)
Phase 3	Construction of remaining trail sections in Carrollton, Coppell, Dallas, and Grapevine after rail revenue service commences (Future Contractor to be managed by DART)

Interlocal Agreement (DART/NCTCOG)



- ILA sets forth respective responsibilities for trail funding and construction
- NCTCOG obligations
 - Coordinate with Local Governments
 - Coordinate funding and funding transfers
 - Coordinate Notice to Proceed to DART for construction with funding authorized by RTC and Local Governments
- DART obligations
 - Coordinate trail construction contracts, schedules, inspections, monthly progress reports
 - Project support for trail construction activities
- Continued cooperation with cities to advance remaining segments until fully funded for Phase 3 construction

NCTCOG EXECUTIVE BOARD ATTENDANCE

June 2022 - May 2023

	Name	June	July	August	September	October	November	December	January	February	March	April	May	TOTAL
	Andrew Piel President	P	P	P	P	P	NM	P	A	P				7
	Bill Heidemann Vice President	P	P	P	P	P	NM	P	P	P				8
	Chris Hill Secretary/Treasurer	P	P	P	A	P	NM	P	P	P				7
	David Sweet Past President	P	A	P	P	P	NM	P	P	P				7
	Rick Carmona	P	A	P	P	A	NM	P	P	P				6
	J.D. Clark		P	A	P	A	NM	A	P	P				4
	Jorja Clemson	P	P	P	A	P	NM	P	P	A				6
	Janet DePuy		P	P	P	A	NM	P	P	P				6
	Carlos Flores	A	P	A	P	P	NM	P	P	P				6
	Clyde Hairston	P	P	P	P	P	NM	P	P	A				7
	Clay Jenkins	P	A	A	P	P	NM	A	A	P				4
	Victoria Johnson		P	P	P	A	NM	P	P	P				6
	Todd Little		P	P	P	P	NM	P	P	P				7
	Linda Martin		P	P	P	P	NM	A	P	P				6
	Cara Mendelsohn	P	P	P	P	P	NM	P	P	P				8
	Bobbie Mitchell	P	P	A	P	P	NM	P	P	P				7
	Tim O'Hare								P	P				2
	Glenn Rogers - Ex Officio, Non-Voting Member	P	A	A	A	A	NM	A	P	A				2
	TOTAL PRESENT	11	13	12	14	12	0	13	16	15	0	0	0	106
	Attendance Code:	P=Present A=Absent NM=No meeting *Check previous the posted attendance sheet for that month												



North Central Texas Council of Governments

2023 NCTCOG Executive Board Calendar

Regular Meetings start at **12:45 pm** unless otherwise posted
 Meeting Location: CenterPoint II, 616 Six Flags Drive, Arlington, Texas

April 27, 2023	Executive Board Meeting – NCTCOG Offices
May 25, 2023	Executive Board Meeting – NCTCOG Offices
June 22, 2023	Executive Board Meeting – NCTCOG Offices
June 30, 2023	<i>GENERAL ASSEMBLY</i>
July 27, 2023	Executive Board Meeting & NCTCOG Foundation Meeting – NCTCOG Offices
August 24, 2023	Executive Board Meeting – NCTCOG Offices
September 28, 2023	Executive Board Meeting – NCTCOG Offices
October 26, 2023	Executive Board Meeting – NCTCOG Offices
November 16, 2023	Executive Board Meeting – NCTCOG Offices
December 21, 2023	Executive Board Meeting – NCTCOG Offices