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

November 9, 2026

Stephen Mason
Chair
Regional Transportation Council
North Central Texas Council of Governments
616 Six Flags Drive
Arlington TX 76011

Jennifer Justice
President
North Central Texas Council of Governments
616 Six Flags Drive
Arlington TX 76011

Dear Chair Mason and President Justice:

The Texas Department of Transportation (TxDOT) appreciates your partnership in completing the Metropolitan Planning Agreement between TxDOT, North Central Texas Council of Governments Regional Transportation Council, and North Central Texas Council of Governments.

Please find enclosed a fully executed copy of the agreement for your records. If you have any questions regarding the agreement, please contact Casey Wells at Casey.Wells@txdot.gov.

Sincerely,

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

Attachment
Planning Agreement

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Cc: Michael Morris, Director of Transportation, North Central Texas Council of Governments
Brandye L. Hendrickson, Deputy Executive Director, Planning and Administration, TxDOT
Brian R. Barth, P.E., Deputy Executive Director, Program Delivery, TxDOT
Caroline A. Mays, AICP, Senior Director, Planning and Modal Programs, TxDOT
Ceason Clemens, P.E., Dallas District Engineer, TxDOT
David M. Salazar, P.E., Fort Worth District Engineer, TxDOT
Noel Paramanantham, P.E., Paris District Engineer, TxDOT

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STATE OF TEXAS §

COUNTY OF TRAVIS §

METROPOLITAN PLANNING AGREEMENT

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is agreed as follows:

AGREEMENT

Article 1. Definitions

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

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

Article 2. Agreement Period

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

Article 3. Sole Agreement

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

Article 4. Responsibilities of the Department

The responsibilities of the Department are as follows:

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

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

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

Article 5. Responsibilities of the MPO

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

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

The responsibilities of the MPO are as follows:

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

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3. Congestion Mitigation and Air Quality Improvement Program (CMAQ) Annual Report, if applicable
4. Transportation Alternatives Annual Report, if applicable
5. Performance Measures targets, which may include adoption of the State's targets or MPO specific targets
6. Other reports as may be required by the Department or state or federal laws or regulations

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

Article 6. Responsibilities of the Fiscal Agent

The responsibilities of the Fiscal Agent are as follows:

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

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

Article 7. Unified Planning Work Program (UPWP)

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

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

Article 8. Compensation

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

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

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

Article 9. Procurement and Property Management Standards

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

Article 10. Subcontracts

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

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

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

Article 11. Federal Funding Accountability and Transparency Act Requirements

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

Article 12. Single Audit Report

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

Article 13. Inspection of Work and Retention of Documents

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

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

C. The MPO agrees to maintain all books, documents, papers, computer generated files, accounting records, and other evidence pertaining to costs incurred and work performed under this Agreement and shall make those materials available at its office during the time period covered and for seven (7) years from the date of final payment under the UPWP, or as required under the Texas State Records Retention Schedule, as amended. A state record may not be destroyed if its retention period has expired or expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record; its destruction shall not occur until the completion of the action and the resolution of all issues. Within fifteen (15) business days of receiving notice from the Department, these materials shall be made available for inspection by the Department, the USDOT, the Office of the Inspector General of the USDOT, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions.

D. The state auditor may conduct an audit or investigation of any entity receiving funds from the Department directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit under the state's TxGMS.

Article 14. Non-Collusion

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

Article 15. Force Majeure

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

Article 16. Remedies

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This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative. Notwithstanding the immediately preceding sentence, disputes between the Department, the MPO, and/or the Fiscal Agent that could result in the termination of, or withdrawal from, this Agreement shall be resolved pursuant to the dispute resolution provision in Article 27, Paragraph G. If the Governor withdraws designation of the MPO, the Department may terminate this Agreement without any obligation to comply with the dispute resolution provision of Article 27, Paragraph G.

Article 17. Gratuities

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

Article 18. Compliance with Laws

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

Article 19. Debarment Certifications

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

Article 20. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. As applicable, the parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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

Article 21. Environmental Protection and Energy Efficiency

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

Article 22. Lobbying Certification

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

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

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Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the MPO shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Article 23. Distribution of Products

A. The MPO shall provide a number of copies to be specified by the Department of all information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by the MPO and financed, in whole or in part, as provided in this Agreement. All reports published by the MPO shall contain the following prominent credit reference to the Department, USDOT, FHWA, and FTA: *Prepared in cooperation with the Texas Department of Transportation and the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The preparation of this document was financed in part through grants from the U.S. Department of Transportation. The content of the document does not necessarily reflect the official views or policy of the U.S. Department of Transportation, Federal Highway Administration, Federal Transit Administration, or the Texas Department of Transportation. Acceptance of this document does not constitute a commitment on the part of any federal or state agency to participate in the development depicted therein nor does it indicate that any proposed development is environmentally acceptable in accordance with public laws.*

B. Upon termination of this Agreement, all documents prepared by the MPO during the term of this Agreement, or furnished to the MPO by the Department, shall upon request be delivered to the Department. All documents, photographs, calculations, programs, and other data prepared or used under this Agreement may be used by the Department without restriction or limitation of further use.

Article 24. Copyrights

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

Article 25. Indemnification

A. To the extent permitted by state law, the MPO and the Fiscal Agent shall indemnify and hold harmless the Department and its officers and employees from all claims and liability that are due to activities of the MPO, the Fiscal Agent, its agents, or its employees performed under this agreement and that are caused by or result from error, omission, or negligent act of the MPO or of any person employed by the MPO.

B. To the extent permitted by state law, the MPO and the Fiscal Agent shall indemnify and hold harmless the department from any and all expense, including but not limited to, attorney fees that may be incurred by the Department in litigation or otherwise resisting claims or

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liabilities that may be imposed on the Department as a result of the activities of the MPO, its agents, or its employees.

C. To the extent permitted by state law, the Department shall indemnify and hold harmless the MPO, the Fiscal Agent, agents, officers, and employees from all claims and liability that are due to activities of the Department, its agents, or employees performed under this agreement and that are caused by or result from error, omission, or negligent act of the Department or of any person employed by the Department.

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

Article 26. Legal Construction

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

Article 27. Termination

A. The Department may terminate this Agreement at any time before the date of completion if the Governor withdraws designation of the MPO. If the Governor withdraws designation of the MPO, the Department may terminate this Agreement without any obligation to comply with the dispute resolution process in this Article 27, Paragraph G.

B. The Department or the MPO may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Department or the MPO shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.

C. The Department may terminate this Agreement for any reason upon ninety (90) days' notice to the MPO and the Fiscal Agent.

D. The parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the parties shall agree upon the termination conditions.

E. Upon termination of this Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the request of the Department, be delivered to the Department within ninety (90) days.

F. The Department shall reimburse the MPO for those eligible expenses incurred during the Agreement period that are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

G. No party shall take action to terminate or withdraw from this Agreement unless and until the following conditions are satisfied:

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a. The party that considers there to be a dispute that might cause them to terminate or withdraw from this Agreement shall provide written notice describing the dispute to the other parties;
b. Within thirty (30) days of the written notice, the MPO's Chair and counsel, the Fiscal Agent's President and counsel, and the Department's representative and counsel shall confer in good faith;
c. If the parties to this Agreement are unable to reach an agreement to resolve the dispute through informal conference, the parties shall mediate within sixty (60) days of the conference the dispute before a mutually agreed upon mediator, or before a mediator selected by an agreement between mediator selected by RTC, a mediator selected by NCTCOG, and a mediator selected by the Department.;
d. If the Parties are unable to reach an agreement through mediation, the dispute shall be resolved through litigation between RTC and NCTCOG, initiated by the filing of a lawsuit by one of the parties, before the 141st District Court in Tarrant County, Texas.

Article 28. Successors and Assigns
No party shall assign or transfer its interest in this Agreement without written consent of the other parties.

Article 29. Amendments
Any change to one or more of the terms and conditions of this Agreement shall not be valid unless made in writing and agreed to by all parties before the change is implemented.

Article 30. Notices
All notices to any party by the other parties required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

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

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

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shall be delivered personally or by certified U.S. mail, and that request shall be honored and carried out by the other parties.

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Article 31. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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

THE MPO

Signature

Stephen Mason
Typed or Printed Name

RTC Chair
Policy Board Chair

August 13, 2026
Date

THE FISCAL AGENT

Signature

Jennifer Justice
Typed or Printed Name

President
Title

August 6, 2026
Date

THE DEPARTMENT

Signed by:
Humberto Gonzalez Jr. P.E.
F7C3A305BFEB4F2...
Signature

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

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

11/5/2026
Date