

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 12/18/2025
Meeting Date: 01/12/2025
Submitted By: Rick Bailey
Department: Precinct 1-Road and Bridge
Signature of Elected Official/Department Head:
Rick Bailey

Court Decision: <small>This section to be completed by County Judge's Office</small>
 1-12-2026

Description:
To consider and approve "Interlocal Cooperative Agreement County
Maintenance Pilot Program For Safety" between Johnson County and
NCTCOG.

(May attach additional sheets if necessary)

Person to Present: Rick Bailey

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Development Services Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

**INTERLOCAL COOPERATIVE AGREEMENT
COUNTY MAINTENANCE PILOT PROGRAM FOR SAFETY**

This Interlocal Agreement (Agreement or ILA) is made and entered into by and between the North Central Texas Council of Governments (NCTCOG) and Johnson County (COUNTY), individually referred to as a "Party" or collectively as "Parties".

WHEREAS, Johnson County is a political subdivision of the State of Texas; and,

WHEREAS, 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 acts as the fiscal agent of the Regional Transportation Council (RTC); and,

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

WHEREAS, the RTC serves as the MPO Policy Committee, comprised primarily of local elected officials, serves as the policy body of the Metropolitan Planning Organization, and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, on March 13, 2025, the RTC awarded RTC Local funding to Johnson County for the County Maintenance Pilot Program for Safety; and,

WHEREAS, on June 26, 2025, the North Central Texas Council of Governments Executive Board in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into an agreement with Johnson County for RTC Local funds awarded by the RTC; and,

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, herein after "the Act", provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Article 1: Term

- 1.1 The term of this Agreement shall begin on the date the last Party executes and continue through January 31, 2029 with three one-year optional renewals. The COUNTY and NCTCOG will coordinate **sixty (60)** days in advance of the agreement end date to determine if COUNTY will request to proceed with optional renewals.
- 1.2 Termination. Either party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of **thirty (30)** days to cure the defect. Termination is effective only in the event the party fails to cure the defect within the period stated in the termination notice including any written extensions.

Article 2: Funding

- 2.1 On March 13, 2025, the RTC committed **one million five hundred thousand dollars (\$1,500,000)** in RTC Local Funds to advance funding to COUNTY for the County Maintenance Pilot Program for Safety to address needs with maintenance/rehabilitation improvements.
- 2.2 COUNTY agrees that any payments made to NCTCOG under this ILA, as RTC's fiscal agent, are local funds of NCTCOG and the RTC and may be allocated within RTC's jurisdiction for such purposes determined solely by the RTC. The Parties agree there shall be no requirement for approval or notification to COUNTY of such allocation by the RTC.

Article 3: Scope

- 3.1 COUNTY covenants and represents to NCTCOG that the COUNTY shall prepare an operations plan that maximizes the rehabilitation of the low volume roadway shoulders for safety purposes. The COUNTY has sole discretion to determine the off-system locations and will determine the improvements for each location, priority, schedule, and cost.

Article 4. Advance Funding

- 4.1 Funding Prerequisites. NCTCOG, as RTC's fiscal agent, agrees to transmit funding to the COUNTY for the purposes described in Article 2.1 on the following conditions:
 - a) COUNTY provides NCTCOG the following no later than January 31, 2026
 1. A completed W-9;
 2. Account information for electronic transfer form as specified by NCTCOG;
 - b) Funds provided under this Agreement shall be used only for the purposed descried in Article 2.1, and for no other purpose.
 - c) COUNTY must obtain prior written approval from NCTCOG for the use of funds under this agreement for any private-sector contractors. Any private sector costs incurred without prior NCTCOG written approval are ineligible costs.
- 4.2 Advance Funding. Within **thirty (30)** days of agreement execution, the COUNTY may request NCTCOG to advance funds in an amount not to exceed **fifty thousand dollars (\$50,000)**. The intent of this provision is for NCTCOG to advance sufficient funds so that the COUNTY is not required to cash flow the initial project cost. Once the balance of the advanced funds reaches **five thousand dollars (\$5,000)**, the COUNTY may request NCTCOG to advance the next **fifty thousand dollars (\$50,000)** increment of funding.

Any funds advanced by NCTCOG for this pilot project that are not used shall be returned to NCTCOG within **five (5)** business days following the agreement term.
- 4.3 Documentation. Within **ten (10)** business days of each project's completion, the COUNTY shall provide NCTCOG with the following information:

- One page report including documentation of costs incurred, project location, photos, and one paragraph documenting improvements and lessons learned highlighting safety elements.
- Other information that NCTCOG may reasonably require.

4.4 Annual Stakeholder Coordination. Within **thirty (30)** days of the anniversary of agreement execution, the COUNTY shall facilitate a meeting with NCTCOG. In this meeting, the COUNTY will summarize total number of projects, and current status.

Article 5. Miscellaneous

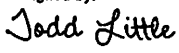
- 5.1 Binding Effect. The provisions of this ILA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. There shall be no third-party beneficiaries of this Agreement.
- 5.2 Construction and Drafting. The paragraph headings in this ILA are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this ILA. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. All Parties have participated in the drafting hereof and accordingly no party shall be given credit therefore in the interpretation of this ILA.
- 5.3 Partial Invalidity. Any portion of this ILA being declared by law to be invalid shall not invalidate the remaining provisions which shall remain in full force and effect.
- 5.4 Merger and Amendment. This instrument constitutes the entire agreement of the Parties with respect to the matters contemplated herein and it may be modified or amended only in writing, signed by all parties hereto and in accordance with the terms hereof.
- 5.5 No partnerships or Joint Enterprise. It is mutually understood and agreed that this ILA 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.
- 5.6 Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents or employees in conjunction with each Party's performance under this ILA.
- 5.7 Current Revenues and Annual Appropriation. Any obligations made under this ILA shall be from current revenues available to the paying Party as required by Chapter 791, Texas Government Code and is subject to annual appropriations.
- 5.8 Assignment. No Party may assign its rights and obligations or either under this ILA, 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 ILA at the time of further assignment.
- 5.9 Incorporation of Recitations. The recitations and "whereas" provisions of this ILA are incorporated herein as part of this ILA for all purposes.

5.10 Reasonable Cooperation. Each Party agrees to reasonably cooperate to effectuate the purpose and intent of this ILA.

5.11 Counterparts. This ILA may be signed in counterparts and shall be effective on the date signed by the last signing Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement is effective on the day the last party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

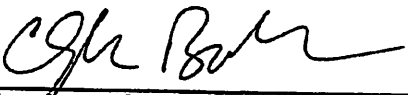
Signed by:


348D83284E7846E
Todd Little
Executive Director

1/15/2026

Date

Johnson
[INSERT ENTITY NAME] COUNTY



[insert name]
[insert title]
Christopher Boedeker
County Judge

1-12-26

Date