

STATE OF TEXAS

COUNTY OF GRAYSON

**MEMORANDUM OF UNDERSTANDING DEFINING ROLES AND  
RESPONSIBILITIES BETWEEN THE TEXOMA COUNCIL OF  
GOVERNMENTS AND THE SHERMAN – DENISON METROPOLITAN  
PLANNING ORGANIZATION**

This Memorandum Of Understanding (MOU) is entered into, by and between the, TEXOMA COUNCIL OF GOVERNMENTS, hereinafter referred to as "TCOG", a political subdivision of the State of Texas and SHERMAN – DENISON METROPOLITAN PLANNING ORGANIZATION POLICY BOARD hereinafter called the "MPO" as defined and authorized by Title 23 U.S.C. Section 134.

**WITNESSETH**

WHEREAS, Title 23 U.S.C. Section 134 and Title 49 U.S.C. Section 5303, MPO Planning, requires that Metropolitan Planning Organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, Title 23 U.S.C. 104(f) authorizes Metropolitan Planning (PL) Funds and 49 USC Section 5301 et seq. authorizes funds to be made available to Metropolitan Planning Organizations designated by the Governor to support the urban transportation planning process; and,

WHEREAS, the MPO Board requests that TCOG act as the fiscal, personnel, and property management agent to include those duties and responsibilities described herein for all MPO activities; and

NOW, THEREFORE, the parties hereby agree as follows:

**ARTICLE 1. PURPOSE**

The purpose of this MOU is to define the fiscal, personnel, and property management roles and responsibilities between the MPO and TCOG. An Executive Committee of the Board may be convened, at the discretion of the Chairman, to consider any matter contemplated by this MOU and to coordinate any recommendation for action between TCOG and MPO.

## **ARTICLE 2. TERM**

The term of this Agreement begins upon the effective date and shall automatically be renewed each year unless terminated as herein provided.

## **ARTICLE 3. DESCRIPTION OF SERVICES**

TCOG agrees to provide fiscal and personnel management assistance to the MPO Board by acting as the fiscal agent for the PL and MPO Planning funds and act as the employer of record. TCOG will manage all MPO property and equipment in accordance with 49 CFR Part 18, TCOG property management standards, and any specific funding agency/grant requirements.

## **ARTICLE 4. FISCAL MANAGEMENT & DISBURSEMENT**

1. TCOG will provide financial management, accounting, human resources, and purchasing services to the MPO Board in accordance with the terms of this MOU, and in accordance with established TCOG policies and procedures.
2. TCOG shall maintain one or more separate account codes assigned to each funding source under the supervision of the Finance Officer for TCOG. The Finance Officer, in carrying out the requirements of this Agreement, is responsible only in the capacity of a trust officer for the funds involved. The Finance Officer shall use generally accepted accounting procedures to satisfy his duties pursuant to this Agreement. TCOG shall pay all invoices on a timely basis on behalf of the MPO. TCOG shall receive all reimbursements for MPO funds through invoices submitted to the Texas Department of Transportation on the forms and in the manner prescribed by TXDoT or Federal Transportation Administration, as applicable.
3. All reimbursement warrants issued to TCOG by the State of Texas, federal, city, or local agencies for work performed by any agency or consultant under contract to the MPO shall be properly endorsed and deposited into TCOG's general account. All direct deposits from the Texas Comptroller on behalf of TXDoT, shall, likewise, be deposited into TCOG's general account.
4. The authorization of disbursements of funds to agencies, consultants, or vendors under contract to the MPO will be made by TCOG in the amounts authorized by the MPO, so long as the MPO budget has sufficient funds to accommodate all payment requests. TCOG is under no obligation to process payment authorizations unless sufficient funds for such purposes are present in the MPO approved budget supported.

5. All authorizations for reimbursements from the State of Texas or any federal, city or local agency, shall be processed by TCOG Finance Department and submitted to the Texas Department of Transportation.
6. The MPO Board is responsible for the legal and proper expenditure of all Federal Highway Act Section 112 monies (PL), and the Federal Transit Administration Section 5303 (MPO Planning) and 5307 (Urbanized Transit Planning) monies by the MPO. All monies are budgeted and expended according to the latest approved Unified Planning Work Program (UPWP).

## **ARTICLE 5. PERSONNEL MANAGEMENT**

1. TCOG will provide human resources services to the MPO and will serve as the employer of record for those employees receiving work product direction solely from the MPO Board (MPO Employees).
2. All MPO employees shall be considered TCOG employees for the purposes of payroll disbursement and all fringe benefits, including retirement, medical and life insurance, vacations, sick leave, holidays, and any other benefits normally extended to TCOG employees. TCOG management is responsible for the day to day supervision of the MPO staff. Costs incurred by TCOG for all MPO staff employee benefits will be reimbursed to TCOG by the MPO.
3. The MPO Board and TCOG agree that TCOG Policies and Procedures Manual will govern the responsibilities and actions of the parties to this MOU, including all MPO employees, where TCOG policies and procedures are explicitly referenced herein, and TCOG Policies and Procedures Manual is hereby adapted to that extent. The Chair of the Board and the MPO Director shall be provided a copy of TCOG Policies and Procedures Manual.
4. The hiring of the MPO Director and other MPO employees shall be recommended by TCOG management and approved by the MPO Board Chair.
5. Salary and salary range for each position shall be within the discretion of TCOG as the employer of record. Decisions relating to performance-based and cost of living-based salary increases, if any, are the sole responsibility of TCOG; however, the Board and MPO Director may provide input on criteria related to performance of MPO Board policies.
6. At any time during the term of this agreement, should TCOG desire to assign additional duties to the MPO Director, TCOG will obtain the prior written approval of the MPO Board Chair before such duties are assigned.

## **ARTICLE 6. PERFORMANCE MANAGEMENT**

1. Executing the planning functions of the MPO is the sole responsibility of the MPO Director. The MPO Board is responsible for confirming and evaluating whether the MPO Director is executing the planning functions and implementing the policies of the Board.
2. The MPO Director is responsible for confirming and evaluating whether MPO employees are executing the planning functions and implementing the policies of the Board.

## **ARTICLE 7. ADMINISTRATIVE SUPPORT**

1. TCOG will provide legal assistance, communications, utilities, technology support, and other administrative support services to the MPO. Payment for such services shall be in accordance with TCOG's indirect cost allocation plan which is reviewed and approved annually by the Federal Cognizant Agency.

## **ARTICLE 8. PROPERTY MANAGEMENT**

TCOG will maintain a written property management procedure pursuant to 49 CFR Part 18.32. Any proceeds from the disposition of surplus NOI equipment will be deposited using the appropriate MPO grant account codes.

## **ARTICLE 9. TERMINATION AND AMENDMENTS**

1. Either TCOG or the MPO Board may terminate this agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be effected by the conveyance of a written notification one to the other at least one hundred eighty (180) days in advance of the effective date of the termination or the end of the grant year, whichever is later.
2. Either party can request an amendment to this agreement by giving thirty (30) days written notice. The amendment becomes effective only by the approval and signature of both parties.
3. In the event of termination, all costs incurred through the date of termination will be paid within thirty (30) days of request for reimbursement or payments.
4. All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to TCOG:

Executive Director  
TCOG  
1117 Gallagher Dr.  
Sherman, Texas 75090

If to the MPO Board:

Chairman  
Sherman – Denison MPO  
Address of record of current chair

#### **ARTICLE 10. NON-DISCRIMINATION**

It is mutually agreed that all parties hereto shall be bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which were promulgated to effectuate the provisions of Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, part 710.45(b), and Executive Order 11246 titled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

#### **ARTICLE 11. GOVERNING LAW**

The laws of the State of Texas shall govern this Agreement and all obligations hereunder of the parties are performable in Sherman, Texas. Venue for any legal proceeding is Grayson County, Texas.

#### **ARTICLE 12. NON-ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives successors and assigns. Neither TCOG nor the MPO Board shall assign any duty of this Agreement, excepting those already identified herein, without written consent of the other.

#### **ARTICLE 13. SEVERABILITY**

Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

#### **ARTICLE 14. ENTIRETY OF AGREEMENT**

This is the entire Agreement between the parties and no modification of this Agreement shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF TEXOMA COUNCIL OF GOVERNMENTS OR THE SHERMAN - DENISON METROPOLITAN

PLANNING ORGANIZATION HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY TEXOMA COUNCIL OF GOVERNMENTS OR THE SHERMAN - DENISON METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION POLICY BOARD.

**ARTICLE 15. EFFECTIVE DATE**

The effective date of this contract is deemed \_\_\_\_\_.

TEXOMA COUNCIL OF GOVERNMENTS

SHERMAN - DENISON  
METROPOLITAN PLANNING  
ORGANIZATION (MPO)

\_\_\_\_\_  
Frances Pelley, Executive Director

\_\_\_\_\_  
MPO Chairman