AGENDA
ARK-TEX COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS MEETING
MARCH 29, 2018

The Board of Directors of the Ark-Tex Council of Governments (ATCOG) will meet at 10:00 a.m., Thursday, March 29, 2018, at the Franklin County Law Enforcement Center, 208 Hwy 37, Mt. Vernon, Texas, hosted by the Honorable Scott Lee, Judge, Franklin County. (See enclosed map.)

Item 1. Call to order.

Item 2. Invocation.


Item 4. Approve the minutes as submitted of the Ark-Tex Council of Governments Board of Directors Meeting held Thursday, December 14, 2017, in Sulphur Springs, Texas.

Regular Business

Item 5. Review and consider approval of prioritization of 2018 Homeland Security Grant Program funds as recommended by the ATCOG Homeland Security Advisory Committee. (See attachment 1 – page 6; handout to be provided at meeting) (To be presented by staff member Whitney Fezell)

Item 6. Review and consider approval of the appointment of one new member to the Area Agency on Aging Regional Advisory Council. (See attachment 2 – page 8) (To be presented by staff member Lisa Reeve)

Other Business

Item 7. Ratification of participation agreements between Frontier Energy, Inc. and ATCOG. (See attachment 3 – page 9) (To be presented by Executive Director Chris Brown)

Item 8. Executive Director's Report. (For information only – see page 24; to be presented by Executive Director Chris Brown)

a) Homeland Security score sheets
b) Area Agency on Aging Regional Advisory Committee Meeting Minutes
c) FY17 CSEC Compliance Assessment
d) Strategic Plan/Program Updates

Announcements

The next Executive Committee Meeting will be held Thursday, April 26, 2018, at 10:00 a.m., at the Titus County Extension Office, Mt. Pleasant, Texas. There will be a Northeast Texas Rural Planning Organization (RPO) meeting held at 9:00 a.m., prior to the Executive Committee meeting.

Pursuant to the Texas Open Meeting Act, Government Code Chapter 551 one or more of the above items may be considered in executive session closed to the public, including but not limited to consultation with attorney pursuant to Texas Government Code Section 551.071 and Section 551.074 arising out of the attorney's ethical duty to advise ATCOG concerning legal issues arising from an agenda item. Any decision held on such matter will be taken or conducted in open session following the conclusion of the executive session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration at 903-832-8636 two (2) work days prior to the meeting so that appropriate arrangements can be made.

All agendas are sent electronically and available at www.atcog.org. Should any Board Member need a copy printed and available at the meeting, please call 903/255.3555 or email athurston@atcog.org.
The Board of Directors of the Ark-Tex Council of Governments (ATCOG) met at 10:00 a.m., Thursday, December 14, 2017, at the Hopkins County Courthouse, 118 Church St., Sulphur Springs, Texas, hosted by the Honorable Robert Newsom, Judge, Hopkins County.

Item 1. President L.D. Williamson, Judge, Red River County, called the meeting to order.


Item 3. Each attendee introduced themselves at this time. Judge Newsom welcomed everyone to Sulphur Springs. He introduced Beth Reichert & Donna Goins, current secretary and incoming secretary, and acknowledged Ms. Reichert's retirement.

Item 4. The next order of business was to approve the minutes as submitted of the Ark-Tex Council of Governments Board of Directors meeting held Thursday, September 28, 2017, in Daingerfield, Texas.

Motion to approve was made by Scott Lee, Judge, Franklin County, and seconded by Lynda Munkres, Judge, Morris County. The minutes were approved as submitted.

Review and Comment

Item 5. Paul Prange, Environmental Resources Coordinator, presented for consideration an Environmental Assessment to the Texas Commission for Environmental Quality (TCEQ) for proposed Animal Feeding Operation permit by Mr. Adrian Van Der Jagt to authorize operation of a new dairy heifer replacement facility at 699 head, none of which are milking cows, at 1228 County Road 2321, Sulphur Springs, Hopkins County, Texas.

Motion to approve was made by Judge Newsom and seconded by James Carlow, Judge, Bowie County. It was approved.

Item 6. Mr. Prange presented for consideration an Environmental Assessment to TCEQ by LMP Ready Mix, LLC for proposed Air Quality Permit renewal to authorize the continued operation of the Concrete Batch Plant located at 775 East 16th St., Mt. Pleasant, Titus County, Texas.

Motion to approve was made by Judge Carlow and seconded by Ann Rushing, Mayor, City of Clarksville. It was approved.

Item 7. Mr. Prange presented for consideration the following Environmental Assessments to TCEQ for proposed Water Quality Permit renewals:

a) City of Mt. Pleasant, authorizing the discharge of treated wastewater from the plant site near the crossing of US Highway 271 and Big Cypress Creek in Titus County, Texas, ultimately to Big Cypress Creek below Lake Bob Sandlin.

b) City of Domino, authorizing the discharge of treated wastewater from the facility located near the intersection of US Highway 59 and FM 3129 in Cass County, Texas, ultimately to Sulphur River Below Wright Patman Lake.

Motion to approve all items was made by Mayor Rushing and seconded by Judge Munkres. All were approved.

Regular Business
Item 8. Mae Lewis, Housing Manager, presented for consideration approval of an addition to the ATCOG Housing Choice Voucher Administrative Plan effective October 1, 2016. The addition would include the request to amend and establish the Rapid Re-Housing and Homelessness Prevention Preference, as a result of a grant awarded to the City of Texarkana Homeless Coalition and the partnership of ATCOG’s Housing Department.

Motion to approve was made by Judge Munkres and seconded by Mayor Rushing. It was approved.

Item 9. Mary Beth Rudel, Public Safety Manager, presented for consideration approval of revisions to the Homeland Security Advisory Committee (HSAC) Bylaws. The committee met and approved these revisions on November 16, 2017.

Motion to approve was made by Mr. Fisher and seconded by Judge Newsom. It was approved.


Motion to approve was made by Judge Carlow and seconded by Mayor Rushing. It was approved.

Item 11. Patricia Haley, Criminal Justice Coordinator, presented for consideration the list of representatives be approved as appointments/reappointments to serve on the Regional Criminal Justice Advisory Committee (RCJAC) through December 31, 2019.

Motion to approve was made by Judge Scott Lee and seconded by Judge Carlow. It was approved.

Item 12. Chris Brown, Executive Director, presented for consideration approval of revisions to the ATCOG Procurement Policy.

Motion to approve was made by John Sellers, Mayor, City of Sulphur Springs, and seconded by Brian Lee, Judge, Titus County. It was approved.

Item 13. Judge Brian Lee presented for consideration approval of new Executive Committee members to fill vacancies created by adoption of new Bylaws. These recommendations are being made by the Nominating Committee, as provided for in the Bylaws, Article V, Section A. The new members include Ralph Robertson, Mayor Pro Tem, Mt. Vernon, Billy Trenado, Councilman, City of Paris, Scott Norton, Executive Director, TexAmericas Center, Stan Wyatt, President, Northeast Texas Municipal Water District.

Motion to approve was made by Mr. Fisher and seconded by Judge Carlow. It was approved.

Other Business

Item 14. Ms. Rudel provided an update on FY16 & FY17 Homeland Security Grant Projects. This item was for information only, so no action was required.

Item 15. Mr. Brown presented an Executive Directors report, which included minutes from the Solid Waste Committee and Homeland Security Committee meetings. These items were for information only, so no action was required.

Announcements

Mr. Brown notified the Board of an upcoming Northeast Texas Regional Coalition Summit being held on March 27, 2018, at the Mt. Pleasant Civic Center. This summit will be steered by the local Chambers of Commerce,
with assistance from ATCOG. More information will be sent at a later date, along with a support letter from Mr. Brown to forward to the Office of the Governor in hopes of having him as a guest speaker.

Amber Thurston, Executive Assistant, notified the Board that she would be asking them to vote next month on moving the February meeting location to the ATCOG office in order to hold a retirement reception for Sharon Pipes, Director of Administration.

Judge Williamson announced the next Executive Committee Meeting will be held on Thursday, January 25, 2018, at 10:00 a.m. in Mt. Pleasant.

There were no other announcements, so motion to adjourn was made by Judge Brian Lee and seconded by Mayor Rushing. The meeting was adjourned.

EXECUTIVE COMMITTEE MEMBERS PRESENT
L.D. Williamson, Judge, Red River County
M.C. (Chuck) Superville, Jr., Judge, Lamar County
Lynda Munkres, Judge, Morris County
Scott Lee, Judge, Franklin County
Robert Newsom, Judge, Hopkins County
Brian Lee, Judge, Titus County
James Carlow, Judge, Bowie County
Emily Glass, Mayor Pro Tem, City of Sulphur Springs
Ann Rushing, Mayor, City of Clarksville
Brady Fisher, Northeast Texas Resource Conservation & Development District

BOARD MEMBERS PRESENT
Roy John McNatt, Judge, Miller County
John Sellers, Mayor, City of Sulphur Springs

GUESTS PRESENT
Robbin Bass, Office of Congressman John Ratcliffe
Jana Andrews, Como-Pickton CISD

STAFF PRESENT
Chris Brown, Executive Director
Lisa Reeve, Area Agency on Aging Manager
Melinda Tickle, Finance Manager
Mary Beth Rudel, Public Safety Director
Shena Washington, Controller
Patricia Haley, Criminal Justice Coordinator
Paul Prange, Environmental Resources Coordinator
Leslie McBride, Human Resources Coordinator
Vickie Williamson, Regional Projects Coordinator
Whitney Fezell, Homeland Security Specialist
Wil Garrett, VISTA Intern
Amber Thurston, Executive Assistant

__________________________________
L.D. Williamson, President
Ark-Tex Council of Governments

ATTEST:

____________________________
ITEM 5:

Review and consider approval of prioritization of 2018 Homeland Security Grant Program funds as recommended by the ATCOG Homeland Security Advisory Committee.

BACKGROUND:

The State instructed the regions to use the allocation numbers provided last year as a guide for this year's funding. A funding allocation amount of $300,000 was used as the maximum allocation amount. ATCOG has to submit project allocations not to exceed this allocation amount. Once the Federal guidance is released from FEMA and the State determines each regions’ allocation, the State will then review each jurisdiction’s project individually and approve or disapprove each one.

DISCUSSION:

The Homeland Security Advisory Committee met on March 20, 2018 and reviewed the 2018 funding requests. Projects were submitted in the categories of ‘Regional Planning’, ‘Interoperable Communications’, ‘Intelligence Information and Sharing’, and ‘Special Response Teams and First Responder Capabilities’, which are all in line with the State priorities for 2018 grant funds. Jurisdictions applied for funding based on the allocation amounts as determined by the ATCOG Regional Funding Allocation formula that was approved for use by the ATCOG Board in June 2017. The HSAC prioritized the projects via ballot, but it is only a procedural requirement from the State and has no bearing on whether or not a project is funded. The projects will all be reduced or increased proportionately to our final allocation amount.

The proposed 2018 funding distribution list is being provided at the meeting.

The Homeland Security Advisory Committee approved this item on March 20, 2018.

RECOMMENDATION:

ATCOG staff and the Homeland Security Advisory Committee recommend approval of this item.
RESOLUTION NO. BD18-008

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH APPROVAL OF THE PRIORITIZATION OF PROJECTS FOR 2018 HOMELAND SECURITY GRANT PROGRAM FUNDS.

WHEREAS, the ATCOG Board of Directors must approve the prioritization of projects for Homeland Security Grant Program funds to be allocated to the jurisdictions in the ATCOG region; and

WHEREAS, only jurisdictions that meet the 2018 Homeland Security Grant Program requirements are eligible to receive these funds;

NOW, THEREFORE BE IT RESOLVED BY THE ARK-TEX COUNCIL OF GOVERNMENTS THROUGH VOTE AND APPROVAL BY THE ATCOG EXECUTIVE COMMITTEE:

Section 1 - That the jurisdictions on the attached list meet the requirements of the 2018 Homeland Security Grant Program.

Section 2 - That the prioritization of projects on the attached list will be provided to the State by the set deadline.

REVIEWED AND APPROVED THIS 29th DAY of MARCH 2018.

____________________________________
L.D. Williamson, President
Ark-Tex Council of Governments

ATTEST:

____________________________________
BRIEFING PAPER – ACTION ITEM

ITEM 6:
Review and consider approval of the appointment of one new member to the Area Agency on Aging Regional Advisory Council.

BACKGROUND:
The Area Agency on Aging is seeking approval by the Ark-Tex Council of Governments’ (ATCOG) Board of the appointment of one new member to fill a vacancy as the Red River County Representative.

DISCUSSION:
The appointee for the vacant Red River County Representative position is Ms. Tammy Lawing with the Lennox Health Resource Center in Clarksville. Tammy was nominated for appointment by Ruth Brown. Ms. Lawing is an LVN and assists seniors in Clarksville through the Lennox Center on a frequent basis. Bill Collins made a motion for approval, Ken Kunkel seconded the motion and all members were in favor.

The appointment of Ms. Lawing was approved by the Regional Advisory Council at the March 1, 2018 meeting. We are requesting approval by the ATCOG Board.

RECOMMENDATION:
Staff recommends approval of the appointee.
ITEM 7:
Ratification of participation agreements between Frontier Energy, Inc. and ATCOG.

BACKGROUND:
These are renewal agreements to continue the Low Income Weatherization Program for customers of Texas-New Mexico Power Company (TNMP) and AEP Texas Company (AEPTX).

DISCUSSION:
The funding allocation will be $90,000 for AEPTX and $70,000 for TNMP to be used in their respective service areas to help with energy efficiency in the homes of low income customers. Areas that are evaluated and may be improved are:

- Attic insulation
- Wall insulation
- Light Emitting Diodes (LEDs) to replace incandescent lighting
- Solar screens
- Replacement ENERGY STAR central air conditioners and heat pumps
- Low flow showerheads (for electric water heaters)
- Pipe insulation for hot water pipes (for electric water heaters)
- Air infiltration control measures
- Duct sealing

ATCOG does receive an admin fee of 8% for administration and oversite of the program.

RECOMMENDATION:
Staff recommends continuation of program and ratification of signatures.
PARTICIPATION AGREEMENT

AEP TEXAS COMPANY (“UTILITY”)
LOW INCOME WEATHERIZATION PROGRAM
ADMINISTERED BY FRONTIER ENERGY, INC.

PROGRAM YEAR 2018

1.0 This Participation Agreement is between Frontier Energy, Inc., hereinafter known as Frontier, and Ark-Tex Council of Governments, hereinafter known as the Participant or Agency, who seeks to participate in the Low Income Weatherization Program.

   Whereas Frontier has been engaged by the AEP Texas Company (“AEPTX”, “Utility”) to assist with delivery of energy efficiency services to certain income-qualified electric distribution customers via the Low Income Weatherization Program (the “Program”); and

   Whereas, Frontier desires to permit Participants to obtain incentives for eligible energy efficiency measures and services installed or performed at eligible residential properties as described in the current Program Manual, and Participant desires access to such incentives:

2.0 Referenced Documents. All Work shall be accomplished in accordance with this Participation Agreement, the current Program Manual and any other program information or updates provided by Frontier to Participant via the program website, program-related documents and forms, or other communication from Frontier or Utility staff, and the current version of the Texas TRM.

3.0 Intellectual Property Rights. This Participation Agreement does not convey ownership or any intellectual property rights to work product that Frontier developed, in whole or in part, prior to this agreement.

4.0 Liability. Notwithstanding any other provisions in this agreement to the contrary, the liability of Frontier with respect to this Participation Agreement shall not exceed the total price of this agreement, whether remedy is sought in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory. In no event shall Frontier be liable to Participant in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory for any special, indirect, incidental, or consequential damages, such as but not limited to loss of anticipated profits or revenue, loss of use or non-operation, or increased expense of operation.

5.0 Term. The term of this Agreement shall end on December 31, 2018, unless extended per mutual written consent by Frontier and Participant. All Authorized Work shall be completed by November 30, 2018, unless a modified timetable is agreed to in writing by both parties.

6.0 Funding Allocation. Participant is awarded an initial allocation of $_90,000 to be used in the Program in the current year. This allocation shall cover all costs of determining participant eligibility, conducting assessments, installing eligible measures, and agency administrative
incentives. The Agency is wholly responsible for managing its allocation to ensure it does not overspend during the program year.

7.0 **Performance Milestones.** Participants must demonstrate they are on track to spend the funding allocated to them in a timely manner. Frontier will review Participant progress throughout the program year, and may increase or decrease a Participant’s allocation depending on such progress. The milestone evaluation criteria are further described in the current year’s Program Manual. Frontier shall notify Participants of any changes to a Participant’s allocation in writing to the Participant.

8.0 **Customer Outreach and Eligibility Determination.** Agency will utilize its own resources to identify eligible customers, and shall verify income eligibility using eligibility verification procedures outlined in Texas Administrative Code (TAC) Rules for Energy Assistance Programs. Agency will verify that the customer premise is in the electric distribution service territory of Utility by obtaining the ESI ID number or meter ID number from the customer and inputting this number into the program database.

9.0 **Assessments.** For customers determined to be eligible using the procedures outlined in Section 8.0, Agency shall conduct an assessment using the National Energy Audit Tool (NEAT audit) to determine the applicability and Savings-to-Investment (SIR) ratio for the following energy efficiency measures:

9.1 Attic insulation
9.2 Wall insulation
9.3 Light Emitting Diodes (LEDs) to replace incandescent lighting
9.4 Solar screens
9.5 Replacement ENERGY STAR central air conditioners and heat pumps
9.6 Low flow showerheads (for electric water heaters)
9.7 Pipe insulation for hot water pipes (for electric water heaters)
9.8 Air infiltration control measures
9.9 Duct sealing

This assessment will include a blower door and duct blaster test wherever applicable. As part of the assessment, the Agency is responsible for verifying that the health and safety of customers will not be impacted by the installation of any of the above measures. This may include, but is not limited to: conducting lead-safe renovation practices in accordance with US EPA regulations; and verifying pre- and post-installation carbon monoxide levels and pre- and post-installation ventilation rates.

10.0 **Assessment Incentive.** The incentive for conducting assessments is based on performance of the NEAT Audit (including pre- and post-installation blower door test and, if applicable, pre- and post-installation duct leakage measurement), or on use of the multifamily priority list. Incentives are as described in the current year’s Program Manual.

11.0 **Determination of Measures to be Installed.** The NEAT audit will be configured with measure cost, weather, and Utility rate data specific for the Program. The NEAT audit will be used to determine
which measures are eligible to be installed, up to the **maximum expenditure of $6,500 per home including assessment costs**. Agency shall input measure data from measures recommended by the NEAT audit into the program database. The program database will be used to calculate and track assessment incentives, measure installation costs and administrative payments.

12.0 **Work Order Submittal.** Agency shall submit work orders via the program database. Work orders shall consist of a list of homes for which an assessment has been completed, including installation cost and savings estimates. Agency shall upload a copy of the Income Verification Form and a copy of the NEAT audit report via the program database before work order submittal.

13.0 **Work Order Payment.** Frontier shall provide payment for properly-submitted work orders within thirty calendar days of submittal. Work order payment shall include payment for the assessment, plus estimated installation costs for program measures.

14.0 **Installation of Measures.** Agency shall perform and/or coordinate the installation activities, as well as any required post-installation services, such as installation verifications and the recycling or disposal of old appliances. All work shall be performed in a workmanlike manner, consistent with industry and TDHCA measure installation standards. Agency shall complete all required services and input updated measure installation data for each home included in a work order within forty-five (45) calendar days of work order submittal.

15.0 **Installation Reporting.** Agency shall update installation data and upload a copy of the Customer Certification Form using the Program database for each home as soon as measures are installed. For homes where the air infiltration measure is included, a post-installation manometer reading photo must be uploaded.

16.0 **Agency Administration Incentive.** The program database will include in the installation report the installation costs, using the updated measure installation data, plus the Agency’s administration incentive, which is eight percent (8%) of the measure installation costs.

17.0 **Reconciliation of Work Order and Installation Report.** In consideration of satisfactory performance of the work as outlined above, Frontier will reconcile the total amount due on the installation report against the corresponding work order payment. Any amount over or under paid shall be credited against or added to the amount requested on the next work order submitted after this installation report, or in the case of work completed near the end of Agreement Term, within 30 days.

18.0 **Sales Taxes.** Participants are responsible for payment of all sales taxes. Applicable state and local sales tax should be added to the prices submitted for all measures and services.

19.0 **Independence of Participants.** Participant shall be fully responsible for its own acts and omissions in addition to the acts and omissions of its affiliates, directors, officers, employees, and subcontractors, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Participation Agreement requirements. Frontier shall not be responsible for the payment of any sums to any of the Participant’s subcontractors or suppliers.
20.0 **Standards, Codes, Laws and Regulations.** Participants shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Work covered by this Agreement.

21.0 **Background Checks.** Participants shall be responsible for conducting criminal background checks on all personnel who will be working in the home or on the property of any customer who is participating in the Program. Any records matching any assigned personnel to the Texas Department of Public Safety criminal history file, sex offender registration or other name-based files shall be reported immediately to Frontier.

22.0 **Termination for Cause.** If Participant fails to perform a material term or condition of this Agreement, and fails to cure such default within 30 calendar days after receipt of written Notice of Default and Termination from Frontier, Frontier may declare this Agreement terminated, effective on the last day of said notice period (“Termination Date”). Participant shall be paid for all undisputed work performed prior to the Termination Date, which payment shall not be unreasonably withheld. Grounds for termination for cause include, but are not limited, to the following situations:

- the failure, refusal or inability of the Participant to perform any material aspect of the Authorized Work in accordance with this Participation Agreement (except as specified in Section 39, "Force Majeure"); or
- Participant has become insolvent, has exhibited a pattern of failure to pay its bills, or has had checks for payment of its bills returned from suppliers and subcontractors due to insufficient funds; or
- a court of law has enjoined Participant from performing the Authorized Work; or
- In Frontier's reasonable judgment, the Authorized Work will not be completed within the specified time and/or budget and Frontier has reasonably requested Participant to take steps necessary to accomplish the required progress and completion and/or cost containment, and Participant has failed to do so; or
- Participant has misused the corporate name, brand, or logo associated with Utility or Frontier.

23.0 **Termination for Convenience.** Notwithstanding anything to the contrary, Frontier reserves the right to terminate or suspend this contract at any time, for any reason. If, however, after consulting with Frontier, it is Participant’s opinion that any of the Work is in a state such that interruption thereof would result in substantially increased costs upon resumption of the Work, Participant, with Frontier's written concurrence, may complete that portion of the Work.

Participant shall resume any of the Work so interrupted, suspended or delayed when directed to do so by Frontier, provided, however, that the schedule and the time for performance shall be revised by a period of time reasonably necessary to overcome the effect of the interruption, suspension or delay. Other provisions of this Agreement, such as the delivery dates and terms of payment, will also be adjusted if necessary and as appropriate. Participant shall make every reasonable effort to minimize any additional expense pursuant to this Section.

Participant may terminate the terms of this agreement without cause upon forty-five (45) days written notice to Frontier. Failure to provide such notice will maintain the agreement in full effect with all provisions included herein.

24.0 **Reporting.** Participant will provide data and required documentation, either by inputting or uploading required documents to the Program database, as specified in this Participation Agreement.
25.0 **Records and Audit.** Participant’s records, correspondence, procedures and practices and any other supporting evidence relating to this Agreement (all of the foregoing hereinafter referred to as “Records”) shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Frontier or its authorized representative to the extent necessary to adequately permit evaluation and verification of customer eligibility forms, income documentation, customer agreement, and other Program documentation. Frontier or its authorized representative shall have access to said Records from the effective date of this Agreement, for the duration of the Work and until three (3) years after the date of final payment by Frontier to Participant pursuant to this Agreement.

26.0 **Use of Name.** Participant may not use Utility’s or Frontier’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers for participation in its project, without Utility’s or Frontier’s prior written consent.

27.0 **Publicity.** Information relating to this Agreement may be released for publication and/or advertising only with the prior written approval of Frontier. Participant is expressly prohibited from using Utility’s or Frontier’s name in any publication, advertising, or promotion without written approval Utility’s and Frontier’ prior written consent.

28.0 **Indemnity.** Participant agrees to indemnify, defend, and hold harmless, Frontier and Utility their officers, directors, employees, agents and independent contractors, and each of Utility’s affiliates and each of their respective officers, directors, employees, agents and independent contractors from and against any and all liabilities resulting from third party claims for loss, damage, or injury to persons or property (“Liabilities”) arising from the negligence or misconduct of Participant, its affiliates, directors, officers, employees, and subcontractors.

29.0 **Infringement Protection.** Participant represents to Frontier and Utility that the material prepared under this Agreement will not infringe on the copyright, patent, or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Participant agrees to indemnify and hold Frontier and Utility, harmless from and against all liabilities resulting from third party claims for loss, damage, and damages arising out of such infringement, as well as claims of infringement. Participant further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney’s incentives incurred by Frontier or Utility in defense of such a suit.

30.0 **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Frontier:

Name: ____________________
Title: _____________________
Frontier Energy
1515 S Capital of Texas Hwy
Ste. 110
Austin, TX 78746-6544

Agency:

Name: _________________
Title: _________________
Ark-Tex Council of Governments
1408 Elizabeth St.
Texarkana, TX 75503
Such information may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

31.0 **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the Authorized Work, and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby. There are no oral representations or agreements between the parties.

32.0 **Time is of the Essence.** The Parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this Agreement, payments being withheld, or other contractual modifications.

33.0 **No Waiver.** The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in duly force and effect.

34.0 **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas, without application of its conflict of laws provisions. Venue shall lie exclusively in the state courts of Harris County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas (PUCT), in which case the proper venue and jurisdiction will be at the PUCT.

35.0 **Assignment Prohibited.** This Agreement may not be assigned without the written consent of Frontier. Arrangements between Participants and subcontractors which result in the assumption of substantial contractual obligations by the Participant shall be considered as an assignment, and shall be subject to the provisions of this paragraph.

36.0 **Modification.** This Agreement may not be modified except by written agreement.

37.0 **Severability.** If any term or provision of this Participation Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Participation Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

38.0 **Force Majeure.** Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by “Force Majeure.” As used in this Section, Force Majeure is defined as: Acts of war and acts of God such as earthquakes, floods and other natural disasters, or actions of others, including but not limited to strikes, lockouts or other industrial disturbance, not within the control or arising from the fault of the Party claiming Force Majeure.

39.0 **No Joint Enterprise.** Each party shall perform its obligations under this Agreement as an independent Participant, and nothing contained herein shall be deemed to create, nor does it create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

40.0 **Attorney's Incentives.** In the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, the prevailing Party in such
legal action or proceeding shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable in-house and outside attorneys' incentives.

AGREED as of ______________, 2018.

Frontier Energy, Inc. 

By: ______________________________
Name: __________________________
Title: ____________________________

Participant

By: ______________________________
Name: Chris Brown
Title: Executive Director
PARTICIPATION AGREEMENT
TEXAS-NEW MEXICO POWER COMPANY ("UTILITY")
LOW INCOME WEATHERIZATION PROGRAM
ADMINISTERED BY FRONTIER ENERGY, INC.
PROGRAM YEAR 2018

1.0 This Participation Agreement is between Frontier Energy, Inc., hereinafter known as Frontier, and Ark-Tex Council Of Governments (ATCOG), hereinafter known as the Participant or Agency, who seeks to participate in the Low Income Weatherization Program.

   Whereas Frontier has been engaged by Texas-New Mexico Power Company ("TNMP", "Utility"), a Texas corporation, to assist with delivery of energy efficiency services to certain income-qualified electric distribution customers via the Low Income Weatherization Program (the "Program"); and

   Whereas, Frontier desires to permit Participants to obtain incentives for eligible energy efficiency measures and services installed or performed at eligible residential properties as described in the current Program Manual, and Participant desires access to such incentives:

2.0 Referenced Documents. All Work shall be accomplished in accordance with this Participation Agreement, the current Program Manual and any other program information or updates provided by Frontier to Participant via the program website, program-related documents and forms, or other communication from Frontier or Utility staff, and the current version of the Texas TRM.

3.0 Intellectual Property Rights. This Participation Agreement does not convey ownership or any intellectual property rights to work product that Frontier developed, in whole or in part, prior to this agreement.

4.0 Liability. Notwithstanding any other provisions in this agreement to the contrary, the liability of Frontier with respect to this Participation Agreement shall not exceed the total price of this agreement, whether remedy is sought in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory. In no event shall Frontier be liable to Participant in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory for any special, indirect, incidental, or consequential damages, such as but not limited to loss of anticipated profits or revenue, loss of use or non-operation, or increased expense of operation.

5.0 Term. The term of this Agreement shall end on December 31, 2018, unless extended per mutual written consent by Frontier and Participant. All Authorized Work shall be completed by November 30, 2018, unless a modified timetable is agreed to in writing by both parties.

6.0 Funding Allocation. Participant is awarded an initial allocation of $70,000 to be used in the Program in the current year. This allocation shall cover all costs of determining participant eligibility, conducting assessments, installing eligible measures, and agency administrative.
incentives. The Agency is wholly responsible for managing its allocation to ensure it does not overspend during the program year.

7.0 **Performance Milestones.** Participants must demonstrate they are on track to spend the funding allocated to them in a timely manner. Frontier will review Participant progress throughout the program year, and may increase or decrease a Participant’s allocation depending on such progress. The milestone evaluation criteria are further described in the current year’s Program Manual. Frontier shall notify Participants of any changes to a Participant’s allocation in writing to the Participant.

8.0 **Customer Outreach and Eligibility Determination.** Agency will utilize its own resources to identify eligible customers, and shall verify income eligibility using eligibility verification procedures outlined in Texas Administrative Code (TAC) Rules for Energy Assistance Programs. Agency will verify that the customer premise is in the electric distribution service territory of Utility by obtaining the ESI ID number or meter ID number from the customer and inputting this number into the program database.

9.0 **Assessments.** For customers determined to be eligible using the procedures outlined in Section 8.0, Agency shall conduct an assessment using the National Energy Audit Tool (NEAT audit) to determine the applicability and Savings-to-Investment (SIR) ratio for the following energy efficiency measures:

9.1 Attic insulation
9.2 Wall insulation
9.3 Light Emitting Diodes (LEDs) to replace incandescent lighting
9.4 Solar screens
9.5 Replacement ENERGY STAR central air conditioners and heat pumps
9.6 Low flow showerheads (for electric water heaters)
9.7 Pipe insulation for hot water pipes (for electric water heaters)
9.8 Air infiltration control measures
9.9 Duct sealing

This assessment will include a blower door and duct blaster test wherever applicable. As part of the assessment, the Agency is responsible for verifying that the health and safety of customers will not be impacted by the installation of any of the above measures. This may include, but is not limited to: conducting lead-safe renovation practices in accordance with US EPA regulations; and verifying pre- and post-installation carbon monoxide levels and pre- and post-installation ventilation rates.

10.0 **Assessment Incentive.** The incentive for conducting assessments is based on performance of the NEAT Audit (including pre- and post-installation blower door test and, if applicable, pre- and post-installation duct leakage measurement), or on use of the multifamily priority list. Incentives are as described in the current year’s Program Manual.

11.0 **Determination of Measures to be Installed.** The NEAT audit will be configured with measure cost, weather, and Utility rate data specific for the Program. The NEAT audit will be used to determine
which measures are eligible to be installed, up to the **maximum expenditure of $6,500 per home including assessment costs**. Agency shall input measure data from measures recommended by the NEAT audit into the program database. The program database will be used to calculate and track assessment incentives, measure installation costs and administrative payments.

12.0 **Work Order Submittal.** Agency shall submit work orders via the program database. Work orders shall consist of a list of homes for which an assessment has been completed, including installation cost and savings estimates. Agency shall upload a copy of the Income Verification Form and a copy of the NEAT audit report via the program database before work order submittal.

13.0 **Work Order Payment.** Frontier shall provide payment for properly-submitted work orders within thirty calendar days of submittal. Work order payment shall include payment for the assessment, plus estimated installation costs for program measures.

14.0 **Installation of Measures.** Agency shall perform and/or coordinate the installation activities, as well as any required post-installation services, such as installation verifications and the recycling or disposal of old appliances. All work shall be performed in a workmanlike manner, consistent with industry and TDHCA measure installation standards. Agency shall complete all required services and input updated measure installation data for each home included in a work order within forty-five (45) calendar days of work order submittal.

15.0 **Installation Reporting.** Agency shall update installation data and upload a copy of the Customer Certification Form using the Program database for each home as soon as measures are installed. For homes where the air infiltration measure is included, a post-installation manometer reading photo must be uploaded.

16.0 **Agency Administration Incentive.** The program database will include in the installation report the installation costs, using the updated measure installation data, plus the Agency’s administration incentive, which is eight percent (8%) of the measure installation costs.

17.0 **Reconciliation of Work Order and Installation Report.** In consideration of satisfactory performance of the work as outlined above, Frontier will reconcile the total amount due on the installation report against the corresponding work order payment. Any amount over or under paid shall be credited against or added to the amount requested on the next work order submitted after this installation report, or in the case of work completed near the end of Agreement Term, within 30 days.

18.0 **Sales Taxes.** Participants are responsible for payment of all sales taxes. Applicable state and local sales tax should be added to the prices submitted for all measures and services.

19.0 **Independence of Participants.** Participant shall be fully responsible for its own acts and omissions in addition to the acts and omissions of its affiliates, directors, officers, employees, and subcontractors, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Participation Agreement requirements. Frontier shall not be responsible for the payment of any sums to any of the Participant’s subcontractors or suppliers.
20.0 **Standards, Codes, Laws and Regulations.** Participants shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Work covered by this Agreement.

21.0 **Background Checks.** Participants shall be responsible for conducting criminal background checks on all personnel who will be working in the home or on the property of any customer who is participating in the Program. Any records matching any assigned personnel to the Texas Department of Public Safety criminal history file, sex offender registration or other name-based files shall be reported immediately to Frontier.

22.0 **Termination for Cause.** If Participant fails to perform a material term or condition of this Agreement, and fails to cure such default within 30 calendar days after receipt of written Notice of Default and Termination from Frontier, Frontier may declare this Agreement terminated, effective on the last day of said notice period (“Termination Date”). Participant shall be paid for all undisputed work performed prior to the Termination Date, which payment shall not be unreasonably withheld. Grounds for termination for cause include, but are not limited, to the following situations:

- the failure, refusal or inability of the Participant to perform any material aspect of the Authorized Work in accordance with this Participation Agreement (except as specified in Section 39, “Force Majeure”); or
- Participant has become insolvent, has exhibited a pattern of failure to pay its bills, or has had checks for payment of its bills returned from suppliers and subcontractors due to insufficient funds; or
- a court of law has enjoined Participant from performing the Authorized Work; or
- In Frontier's reasonable judgment, the Authorized Work will not be completed within the specified time and/or budget and Frontier has reasonably requested Participant to take steps necessary to accomplish the required progress and completion and/or cost containment, and Participant has failed to do so; or
- Participant has misused the corporate name, brand, or logo associated with Utility or Frontier.

23.0 **Termination for Convenience.** Notwithstanding anything to the contrary, Frontier reserves the right to terminate or suspend this contract at any time, for any reason. If, however, after consulting with Frontier, it is Participant’s opinion that any of the Work is in a state such that interruption thereof would result in substantially increased costs upon resumption of the Work, Participant, with Frontier's written concurrence, may complete that portion of the Work. Participant shall resume any of the Work so interrupted, suspended or delayed when directed to do so by Frontier, provided, however, that the schedule and the time for performance shall be revised by a period of time reasonably necessary to overcome the effect of the interruption, suspension or delay. Other provisions of this Agreement, such as the delivery dates and terms of payment, will also be adjusted if necessary and as appropriate. Participant shall make every reasonable effort to minimize any additional expense pursuant to this Section.

Participant may terminate the terms of this agreement without cause upon forty-five (45) days written notice to Frontier. Failure to provide such notice will maintain the agreement in full effect with all provisions included herein.

24.0 **Reporting.** Participant will provide data and required documentation, either by inputting or uploading required documents to the Program database, as specified in this Participation Agreement.
25.0 Records and Audit. Participant’s records, correspondence, procedures and practices and any other supporting evidence relating to this Agreement (all of the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Frontier or its authorized representative to the extent necessary to adequately permit evaluation and verification of customer eligibility forms, income documentation, customer agreement, and other Program documentation. Frontier or its authorized representative shall have access to said Records from the effective date of this Agreement, for the duration of the Work and until three (3) years after the date of final payment by Frontier to Participant pursuant to this Agreement.

26.0 Use of Name. Participant may not use Utility’s or Frontier’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers for participation in its project, without Utility’s or Frontier’s prior written consent.

27.0 Publicity. Information relating to this Agreement may be released for publication and/or advertising only with the prior written approval of Frontier. Participant is expressly prohibited from using Utility’s or Frontier’s name in any publication, advertising, or promotion without written approval Utility’s and Frontier’ prior written consent.

28.0 Indemnity. Participant agrees to indemnify, defend, and hold harmless, Frontier and Utility their officers, directors, employees, agents and independent contractors, and each of Utility’s affiliates and each of their respective officers, directors, employees, agents and independent contractors from and against any and all liabilities resulting from third party claims for loss, damage, or injury to persons or property (“Liabilities”) arising from the negligence or misconduct of Participant, its affiliates, directors, officers, employees, and subcontractors.

29.0 Infringement Protection. Participant represents to Frontier and Utility that the material prepared under this Agreement will not infringe on the copyright, patent, or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Participant agrees to indemnify and hold Frontier and Utility, harmless from and against all liabilities resulting from third party claims for loss, damage, or damages arising out of such infringement, as well as claims of infringement. Participant further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney’s incentives incurred by Frontier or Utility in defense of such a suit.

30.0 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Frontier: Agency, Assessor, OR Installation Contractor:

Name: __________________________ Name: __Vickie Williamson____________________
Title: __________________________ Title: ______________________________________
Frontier Energy Company: __Ark-Tex Council of Governments____________________
1515 S Capital of Texas Hwy Street Address 1: __4808 Elizabeth St.____________________
Ste. 110 Street Address 2: __________________________________________
Austin, TX 78746-6544 City/State/ZIP: __Texarkana, TX_75503____________________
Such information may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

31.0 **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the Authorized Work, and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby. There are no oral representations or agreements between the parties.

32.0 **Time is of the Essence.** The Parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this Agreement, payments being withheld, or other contractual modifications.

33.0 **No Waiver.** The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in duly force and effect.

34.0 **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas, without application of its conflict of laws provisions. Venue shall lie exclusively in the state courts of Harris County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas (PUCT), in which case the proper venue and jurisdiction will be at the PUCT.

35.0 **Assignment Prohibited.** This Agreement may not be assigned without the written consent of Frontier. Arrangements between Participants and subcontractors which result in the assumption of substantial contractual obligations by the Participant shall be considered as an assignment, and shall be subject to the provisions of this paragraph.

36.0 **Modification.** This Agreement may not be modified except by written agreement.

37.0 **Severability.** If any term or provision of this Participation Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Participation Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

38.0 **Force Majeure.** Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by “Force Majeure.” As used in this Section, Force Majeure is defined as: Acts of war and acts of God such as earthquakes, floods and other natural disasters, or actions of others, including but not limited to strikes, lockouts or other industrial disturbance, not within the control or arising from the fault of the Party claiming Force Majeure.

39.0 **No Joint Enterprise.** Each party shall perform its obligations under this Agreement as an independent Participant, and nothing contained herein shall be deemed to create, nor does it create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

40.0 **Attorney’s Incentives.** In the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, the prevailing Party in such.
legal action or proceeding shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable in-house and outside attorneys' incentives.

AGREED as of __March 02__, 2018.

Frontier Energy, Inc.  
By: ______________________________
Name: __________________________
Title: ____________________________

Participant
By: _____________________________
Name: Chris Brown
Title: Executive Director
## 2017 Review of Council of Governments’ Threat and Hazard Identification and Risk Assessment (THIRA), State Preparedness Report (SPR) and THSSP Implementation Plan (IP)

**Council of Governments:** ATCOG  
**Date of Review:** 2/4/18

<table>
<thead>
<tr>
<th>#</th>
<th>Criteria</th>
<th>Score</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Threat and Hazard Identification Risk Assessment  (14 points + possible 1 additional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A minimum of four (4) Scenarios addressed that provide level of detail in accordance with CPG 201 v.2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>+0.5</td>
<td>Inclusion of a complex scenario involving at least two (2) response teams (i.e., SWAT, Bomb Squads, etc.) (can be one of the four required scenarios)</td>
<td>.5</td>
<td>Explosive devices scenario will require multiple entities</td>
</tr>
<tr>
<td>+0.5</td>
<td>Inclusion of a radiological/nuclear threat or hazard scenario (this would be an additional scenario to the four previously required)</td>
<td>0</td>
<td></td>
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<tr>
<td></td>
<td>31 Core Capabilities are addressed (all Core Capabilities required except Cybersecurity)</td>
<td>2</td>
<td>All core capabilities addressed</td>
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<tr>
<td></td>
<td>Text for Desired Outcomes correlates to Core Capability Descriptions and is not scenario specific. The Desired Outcomes for a Core Capability should be the same – regardless of the scenario.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Desired Outcomes for Response and Recovery Mission Areas are properly quantified using timeframes</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Desired Outcomes for Prevention, Protection and Mitigation Mission Areas are properly quantified using</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
Desired Outcomes and Capability Targets are provided for each of the five mission areas for Common Core Capabilities (*Planning, Public Information and Warning, and Operational Coordination*), for Core Capabilities in both the Prevention and Protection Mission Areas (*Intelligence & Information Sharing, Interdiction and Disruption, and Screening, Search and Detection*), and for Core Capabilities in both the Response and Recovery Mission Area (*Infrastructure Systems*).

<table>
<thead>
<tr>
<th>Desired outcomes and capability targets are provided for all capabilities with more than one mission area</th>
</tr>
</thead>
</table>

### State Preparedness Report (15 points)

<table>
<thead>
<tr>
<th>Capability Gaps are identified for each segment of POETE not rated as a 5</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capability Gaps clearly identify region-specific needs</td>
<td>2.5</td>
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<tr>
<td>While capability gaps list regional needs please identify what training, equipment, and jurisdictions are in need</td>
<td></td>
</tr>
<tr>
<td>Capability Gaps are related to THIRA targets</td>
<td>2</td>
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<tr>
<td>Automatically generated language from previous Excel versions (specifically “Functional Areas of Capability Gaps” and “Common Standard Gaps” bullets) do not</td>
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</tr>
<tr>
<td>All auto generated language has been removed</td>
<td></td>
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<td></td>
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<td>---</td>
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</tr>
<tr>
<td><strong>appear in Capability Gap descriptions</strong></td>
<td></td>
</tr>
<tr>
<td>0-2</td>
<td>Scores provided are commensurate with identified gaps</td>
</tr>
<tr>
<td>0-2</td>
<td>Recent Advances are provided per POETE where applicable</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Implementation Plan (15 points)</strong></td>
<td></td>
</tr>
<tr>
<td>0-2</td>
<td>Used the proper report format per 2018 IP template</td>
</tr>
<tr>
<td>0-1</td>
<td>In Section II, identify recent trends. <em>(Consider demographics, impacts of weather, changes in industry, terrorist threats and criminal activity.)</em></td>
</tr>
<tr>
<td>0-1</td>
<td>Listed highest overall Priorities for the region in Section III Overview</td>
</tr>
<tr>
<td>0-1</td>
<td>Reasonable set of HSSP objectives addressed in Section III</td>
</tr>
<tr>
<td>0-2</td>
<td>Provided Recent Accomplishments (per each objective)</td>
</tr>
<tr>
<td>0-2</td>
<td>Listed quality performance measures (per each objective)</td>
</tr>
<tr>
<td>0-4</td>
<td>POETE Charts provide detailed information on: tasks, responsible agency(s), dollar amounts of grants or other funding, source of funding, date of completion/milestones</td>
</tr>
<tr>
<td>0-2</td>
<td>Implementation Plan makes sense as a whole</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
</tr>
</tbody>
</table>
2017 COG THIRA / SPR / IP

SCORE CHARTS
FEBRUARY 2018

Texas Office of Homeland Security
2017 THIRA / SPR / IP Scores

Average Scores
THIRA: 11.95 / 14
SPR: 12.5 / 15
IP: 12.41 / 15

COG
TOTAL 2017 SCORES

Average Total 2017 Score: 36.85 / 44
TOTAL 2017 SCORES VS. TOTAL 2016 SCORES

Average Total 2017 Score: 36.85 / 44
Average Total 2016 Score: 38.60 / 44
ARK-TEX AREA AGENCY ON AGING (AAA)
Regional Advisory Council Meeting

MINUTES

The Ark-Tex Council of Governments (ATCOG) Area Agency on Aging (AAA) Regional Advisory Council met at 10:00 a.m. on Thursday, March 1, 2018, at Titus Medical Plaza in Mount Pleasant, Texas. Jane Helberg, Chairperson, called the meeting to order at 10:02 a.m.

Jenny Butler, AAA Aging Specialist, called roll. Regional Advisory Council members present were as follows:

Bill Collins, Lamar County Representative
Judge Williamson, Elected Official
Ruth Brown, Health Care Organization
Linda Strickland, Morris County Representative
Dorothy Young, Franklin County Representative
Jane Helberg, Private Sector Representative
Ken Kunkel, Veterans Administration Representative
Fred Lewis, Hopkins County Representative
Alice Parker, Social Service (HHSC) Representative
Stephanie Sonnier, Social Service (APS) Representative

It was determined that a quorum was present.

Guests present were as follows:

Amanda Reeves, Proxy for L.M. Jester, Cass County Representative
Rhonda Rogers, Texas Silver Haired Legislature

Approval of Minutes of Last Meeting
A motion was made by Bill Collins to approve the minutes of the December 7, 2017 meeting. Motion was seconded by Alice Parker. All members present were in favor.

Introduction of Guest Speaker
Lisa Reeve introduced Mary Beth Rudel, Ark-Tex Council of Governments (ATCOG) new Deputy Director. Mary Beth distributed handouts to the RAC members which were How ATCOG Programs Help Seniors, Information on How to Dial 9-1-1, and Disaster Preparedness for Senior by Seniors. How ATCOG Programs Help Seniors covered several services including Criminal Justice which trains police officers on how best to approach citizens with dementia. Homeland Security educates senior citizens on disaster preparedness and preparing a “go-kit”. The 9-1-1 program educates senior citizens on what information is needed when dialing 911 and what options are available for the hard of hearing. Mary Beth stated that texting 911 will soon be an option to ensure that everyone had access to the service. Since technology has evolved so much throughout the years, this will be a necessary service. The 911 department will be working on
being prepared for the initial inundation bound to happen with individuals just “testing” it out at first. Another program discussed was the Transportation services which provide low cost rural transportation for residents from their homes to their selected destination. Discussion was made regarding the Paris Metro transportation in Lamar County and how well that program is running. Judge Williamson stated that he does get asked about when a bus system like that would be available in Clarksville. Lisa stated that transportation is working with the East Texas Council of Governments for options to get individuals from Daingerfield to Tyler, TX. Housing provides improved living conditions for low-income families and has established local preferences to give priority to serving families that meet those criteria, one being a family whose household is elderly or disabled.

**Red River County Vacancy Nomination**
Lisa Reeve explained that Pat Dorrough, the representative for Red River County, recently lost her husband and has moved to Greenville, TX. She has resigned her position on the RAC board. Ruth Brown, Health Care Organization, nominated Tammy Lawing to fill the vacancy. A short biography was distributed to all the RAC members with Ms. Lawing’s work history and experience. Bill Collins motioned for approval, Ken Kunkel seconded the motion. All members present were in favor. The nomination will be presented to the ATCOG board for approval.

**Review of RAC By-Laws**
Lisa Reeve discussed the revisions proposed in the RAC by-laws, which were distributed to the members. The only changes shown are regarding changes TDoA (Texas Department of Aging) to HHSC (Health and Human Services Commission). The other adjustment was changing the quarterly meeting day listed from the second Thursday to the first Thursday. A question was asked regarding the HHSC information and Alice Parker explained that the programs all used to be together, then were separated, and now are all back together again under HHSC. The only program not under HHSC is Adult Protective Services (APS) and Child Protective Services (CPS). Bill Collins made a motion to approve, Alice Parker seconded the motion. All members present were in favor.

**Budget Update**
Lisa Reeve briefly went over the current budget information with the council. The Office of the Area Agency on Aging will no longer be administering the monitoring processes for the Area Agencies on Aging (AAA). The monitoring will now be conducted by Business Operations and Support (BOS). They will be in charge of all monitoring and contracts with Health and Human Services (HHSC) and consist mostly of ADRC (Aging and Disability Resource Center) staff. A positive change will be that the AAA’s should get funds allocated after the planning budget is approved, instead of waiting for the State to allocate by piecemeal. There will also no longer be a carryover pool. Any extra funds not used will be re-allocated for the next year. In the past, there were penalties received if certain percentages or reporting was incorrect, which would disallow an agency from being a part of the carryover pool.

The Ark-Tex AAA has extra respite funds due to the ADRC in Texoma COG. Lisa explained that respite services are to help the caregiver and give them a break from caring for their loved one. Judge Williamson asked about the 5% variance that has been required of the AAA in the past. The percentage of services provided by the AAA must be either 5% above or below that budget allocated, which can be difficult depending on the services provided. Lisa stated that is still a
requirement but that the State was lenient on those due to all the changes resulting from the HHSC restructuring.

**Announcements**

Ken Kunkel announced his services including veterans aid and attendance. Jenny Butler distributed the mileage reimbursement forms for the members to complete as needed. Lisa Reeve announced the upcoming CARE Conference in Texarkana, TX. The dates for this conference are June 7 & 8, 2018. The conference will be for the caregivers and professionals. The next RAC meeting would have normally been scheduled for June 7th but this date conflicts with the CARE Conference. The members discussed other date options and June 13th was decided to be the next RAC meeting date. Chuck McPherson with APS was present as a guest of Stephanie Sonnier. He will probably be the next guest speaker at the RAC meeting and will discuss his role and entertain questions and answers. Jane Helberg asked about HHSC telling her agency to call APS if there was a problem with a client such as stealing, etc. APS then tells them to call HHSC. She doesn’t understand why they make her do this. Mr. McPherson stated he would look into that and get back with her. Fred Lewis stated the upcoming health fair in Sulphur Spring on April 3 and distributed flyers. He stated he was curious about having a health fair during the afternoon/evening hours that would be better attended by baby boomers who are still working. He mentioned that health fairs held during the day can miss some of that age group and it could help attendance if the time was later.

**Adjourn**

A motion was made to adjourn by Judge Williamson and seconded by Ken Kunkel. The meeting was adjourned at 10:56 a.m.

The next RAC meeting is June 13, 2018.

__________________________________________             _________________
Jane Helberg, Chairperson                          Date

__________________________________________             _________________
Attest                                          Date

**ATCOG Staff Present**

Lisa Reeve
Jenny Butler
March 15, 2018

Chris Brown
Executive Director
Ark-Tex Council of Governments
PO Box 5307
Texarkana, Texas 75505

Re: FY 2017 Final Compliance Assessment

Dear Mr. Brown:

The Commission on State Emergency Communications (CSEC) has concluded its review of FY 2017 9-1-1 program activities for the Ark-Tex Council of Governments (Ark-Tex). The compliance review identified the Ark-Tex 9-1-1 program as being Low Risk.

The FY 2017 final compliance assessment report is attached. This assessment will be presented to the Commission at a future meeting.

We appreciate you and your staff and the work you do to provide quality 9-1-1 services to your region. Should you have any questions or need additional information, please feel free to call me at any time.

Sincerely,

Kelli Merriweather
Executive Director

cc: L.D. Williamson, Executive Board Chair/Ark-Tex
Mary Beth Rudel, Public Safety Manager/Ark-Tex
Heather Barnes, 9-1-1 Program Manager/CSEC

Enclosure
The following criteria were considered when reviewing RPC 9-1-1 program performance:

- FY 2017 Database Statistics
- FY 2017 EGDMS Statistics
- FY 2017 Mid-Year Report
- FY 2017 Quarterly Performance Reports
- FY 2017 Financial Summary Report (FSR)
- RPC Responses Provided

<table>
<thead>
<tr>
<th>ID</th>
<th>Risk Factor</th>
<th>Actual Result</th>
<th>Risk Assessed</th>
<th>Final Mitigated Risk</th>
<th>CSEC Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The average number of telephone numbers in error in the 9-1-1 database was more than 0.44%</td>
<td>0.03%</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
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<tr>
<td>2</td>
<td>Number of referred database errors left pending more than 30 days exceeds 0.24%</td>
<td>0.02%</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
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<tr>
<td>3</td>
<td>The average number of fictitious telephone numbers exceeds 0.99%</td>
<td>0.00%</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
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<tr>
<td>4</td>
<td>The total percentage of No Record Found ALI bids exceeds 1.24%</td>
<td>0.27%</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The ALI to Road Center Line match rate was greater than 75%</td>
<td>90.71%</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Critical errors were reduced by a minimum of 75%</td>
<td>96.88%</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The region converted to the CSEC NG9-1-1 GIS Data Standard</td>
<td>No</td>
<td>Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>The region populated the required fields within the authoritative boundary and road center line layers.</td>
<td>No</td>
<td>Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
</tbody>
</table>

Local Monitoring of Public Safety Answering Points (PSAPs)

<table>
<thead>
<tr>
<th>ID</th>
<th>Risk Factor</th>
<th>Actual Result</th>
<th>Risk Assessed</th>
<th>Final Mitigated Risk</th>
<th>CSEC Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Monitoring was done per Strategic Plan</td>
<td>Yes</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Findings made by CSEC during Quarterly Performance Report validation process</td>
<td>No</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>RPC reported unresolved PSAP findings lasting longer than six months</td>
<td>No</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
</tbody>
</table>

Financial Risk Factors

<table>
<thead>
<tr>
<th>ID</th>
<th>Risk Factor</th>
<th>Actual Result</th>
<th>Risk Assessed</th>
<th>Final Mitigated Risk</th>
<th>CSEC Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Percentage of Admin budget expended is less than 90% or more than 100%</td>
<td>67%</td>
<td>Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Percentage of Program budget expended is less than 75% or more than 100%</td>
<td>90%</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Percentage of overall budget spent on administrative costs exceeds 12.5 % if greater than $100,000</td>
<td>6.02%</td>
<td>Low Risk</td>
<td>Low Risk</td>
<td></td>
</tr>
</tbody>
</table>

For questions or assistance with this Review, contact the CSEC 9-1-1 Program Manager at 512-305-6908 or by email to heather.barnes@csec.texas.gov.