ANNUAL STRATEGIC WORK PROGRAM
AND FINANCIAL PLAN

FY 2018

October 1, 2017
Through
September 30, 2018
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September 28, 2017

Board of Directors
Ark-Tex Council of Governments

Dear Board of Directors:

The bylaws of the Ark-Tex Council of Governments require the Executive Director to prepare a proposed annual financial management plan and present it before the ATCOG Board of Directors before each fiscal year. The Budget Committee reviews the document and recommends it, with any amendments, to the general membership. Requirements set forth by legislature require a strategic work program be presented and adopted by the general membership.

The strategic work program and financial plan document is designed to consolidate and present ATCOG’s goals, project objectives, work tasks, performance measures, implementation schedules, human resource requirements, and budget information. Although the document contains a great deal of information, it is important to note that more detailed work program and budget documentation is contained in each of the grants, contracts, and agreements entered into by ATCOG with federal agencies, state agencies, local governments, and any other funding partners.

The budget portion of this document is unlike the traditional local government budget in several respects. ATCOG has no taxing or oversight authority; therefore, the budgetary process is not one that culminates in an appropriation bill or an ordinance enacted into law. Therefore, the budget is not technically defined as a “legally adopted budget.”

Secondly, unlike most local government budgets, it is extremely difficult to accurately predict revenue and expenditures for a twelve-month period. ATCOG’s financial plan is actually a compilation of the individual budgets for the various projects that ATCOG is operating at any point in time. The individual projects are funded by multiple agencies (both federal and state) and with locally generated funds. Each individual project operates within its own fiscal year. Many of these projects are routinely subject to last minute funding changes and special activities are often funded during the course of the year. These facts make it difficult for ATCOG to prepare a single agency-wide budget that is not subject to revision as the year progresses.
Submitted herewith for your consideration is the Ark-Tex Council of Governments’ 2018 Strategic Work Program and Financial Plan as developed by the staff. The 2018 Strategic Work Program and Financial Plan includes programs related to aging, criminal justice, economic development, emergency communications, housing, transportation, homeland security, environmental and regional projects.

From a human resource standpoint, the 2018 Strategic Work Program and Financial Plan calls for 85 full-time and 18 part-time employees.

I am pleased to present the Board with the 2018 Strategic Work Program and Financial Plan that allows ATCOG to aggressively conduct a wide range of programs and projects benefiting the citizens of Northeast Texas. Should you have any questions regarding this document, please call.

Respectfully submitted,

Chris Brown
Executive Director
September 28, 2017

Board of Directors
Ark-Tex Council of Governments

Dear Board Members:

The Ark-Tex Council of Governments (ATCOG) Financial Plan is for the fiscal year ending September 30, 2018. Detailed information relating to both the anticipated revenue and proposed expenditures is included in this document. This Financial Plan presents balanced program budgets.

Preparation of the Financial Plan requires various assumptions to be made since funding for the grants can occur over a different twelve-month cycle from ATCOG’s fiscal year. Although the Plan was prepared with the latest available information, it is expected that variances of funds available will occur as the fiscal year progresses.

The ATCOG employee benefit rate is calculated to be 49.55% down from 62% in FY ‘17. The indirect rate, based on total direct expenses, is 6.6% up from 4% in FY ‘17. These rates have been used as a basis for preparing this Financial Plan.

This document is intended to include information needed by you to understand the financial plans for the 2017-2018 fiscal year. If I can be of any assistance in answering any questions, please contact me.

Sincerely,

Melinda Tickle
Finance Manager
Budget Summary

The 2018 Ark-Tex Council of Governments Strategic Work Program and Financial Plan reflects anticipated revenues of $19,195,935 and proposed expenditures of $19,195,935. The proposed expenditures include $9,172,795 in contracted funds that are ultimately expended by local entities in the Aging, Criminal Justice, 9-1-1 Emergency Communications, Housing, Transportation, Solid Waste, Regional Special Projects and Homeland Security programs.

Anticipated revenues and proposed expenditures for FY 2018 increased $324,607. The FY 2018 full-time equivalent (FTE) employees remains the same at 96.5 with no increase or decrease.

All program funds varied from the previous year. Transportation Programs gained the most funds, $390,716 and the Housing Program gained $137,747. Any reductions in various programs were minimal.
Strategic Work Program Summary

The FY 2018 Ark-Tex Council of Governments Strategic Work Program and Financial Plan establishes an overall goal for each general programmatic area to be addressed by the Council of Governments. The following program areas are addressed in this document:

- Area Agency on Aging
- Criminal Justice
- Economic Development
- Emergency Communications
- Environmental
- Homeland Security
- Housing
- Regional Special Grant Programs
- Transportation

Within each of the program areas, specific project-by-project work programs are delineated for 2017-2018. Each project is assigned an objective, work tasks, performance measures, an implementation schedule and human resource requirement. There are 30 such individual project work programs contained in the 2018 Ark-Tex Council of Governments Strategic Work Program and Financial Plan.
# ATCOG Financial Plan - FY 2018

## Organizational Summary

### LINE ITEM COST DISTRIBUTION BY COST CENTER

<table>
<thead>
<tr>
<th>LINE ITEM CST #</th>
<th>DESCRIPTION</th>
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<th>%</th>
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<th>18003 Housing</th>
<th>18004 CJD</th>
<th>18005 9-1-1</th>
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# TABLE A (Cont.)
## Organizational Summary (Continued)

## ATCOG Financial Plan - FY 2018

### LINE ITEM COST DISTRIBUTION BY COST CENTER

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### TOTAL EXPENDITURES

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| %                  | 0.0   | 36.2  | 0.7   | 1.4   | 0.5   | 0.0   | 0.0  |
## INCOME/EXPENDITURE ANALYSIS BY COST CENTER

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<th>State Funds</th>
<th>Contract Funds</th>
<th>Local Non ATCOG Funds</th>
<th>In-Kind Funds</th>
<th>ATCOG Funds Restricted</th>
<th>ATCOG Funds Unrestricted</th>
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<th>Expenditures</th>
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<td>252,439</td>
<td>1.3</td>
<td>0</td>
</tr>
<tr>
<td>1810</td>
<td>Regional Special Programs</td>
<td>0</td>
<td>59,884</td>
<td>18,936</td>
<td>15,000</td>
<td>0</td>
<td>0</td>
<td>33,936</td>
<td>93,820</td>
<td>93,820</td>
<td>0.5</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL FUNDS</strong></td>
<td>14,127,234</td>
<td>3,272,085</td>
<td>207,716</td>
<td>611,524</td>
<td>888,838</td>
<td>54,469</td>
<td>34,069</td>
<td>19,195,935</td>
<td>19,195,936</td>
<td>100.0</td>
<td>0</td>
</tr>
</tbody>
</table>

**%**

| 18001     | 73.6                               | 17.0          | 1.1           | 3.2               | 4.6                | 0.3          | 0.2                      | 100.0                  |
| 18002     | 209,503                            | 2,541,067     | 0             | 0                | 0                 | 0            | 0                        | 2,750,570             |
| 18004     | 4,528,109                          | 606,187       | 188,780       | 598,524           | 888,836           | 0            | 0                        | 6,808,436             |
| 18008     | 0                                  | 124,831       | 0             | 0                | 0                 | 0            | 0                        | 124,831               |
| 1810      | 0                                  | 0             | 0             | 0                | 0                 | 0            | 0                        | 124,831               |

**%**

| 18001     | 0.0                                | 0.0           | 0.0           | 0.0              | 0.0               | 0.0          | 0.0                      | 0.0                     |
| 18002     | 0.0                                | 0.0           | 0.0           | 0.0              | 0.0               | 0.0          | 0.0                      | 0.0                     |
| 18004     | 0.0                                | 0.0           | 0.0           | 0.0              | 0.0               | 0.0          | 0.0                      | 0.0                     |
| 18008     | 0.0                                | 0.0           | 0.0           | 0.0              | 0.0               | 0.0          | 0.0                      | 0.0                     |

**TOTAL FUNDS**

| 6,757,678 | 3,272,085 | 207,716 | 611,524 | 888,838 | 19,550 | 11,757,391 | 295,632 | 1.5 | 11,461,759 |

**%**

| 35.2  | 17.0  | 1.1   | 3.2  | 4.6  | 0.1  | 61.2  |
AREA AGENCY ON AGING
GOAL STATEMENT AND TOTAL PROGRAM BUDGET

AREA AGENCY ON AGING GOALS STATEMENT
The goal of the Area Agency on Aging is to be the region’s visible advocate and leader in providing a comprehensive and coordinated continuum of services which will assist persons sixty (60) years of age and older and/or their spouses and the disabled persons to live dignified, independent and productive lives in a safe environment.

TOTAL AREA ON AGING BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>Health and Human Services (HHS) - $1,771,652</td>
</tr>
<tr>
<td>Vendors</td>
<td>$1,119,599</td>
</tr>
<tr>
<td>Travel</td>
<td>$22,319</td>
</tr>
<tr>
<td>Other Direct</td>
<td>$110,113</td>
</tr>
<tr>
<td>Indirect</td>
<td>$113,343</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
</tr>
</tbody>
</table>

TOTAL BUDGETED EXPENDITURES - $1,801,439
TOTAL ANTICIPATED REVENUE - $1,801,439
## AREA AGENCY ON AGING (AAA) ADMINISTRATION
### WORK PROGRAM AND EXPENDITURE BUDGET

#### 2018 WORK PROGRAMS

**OBJECTIVE**
To provide the administrative support necessary to ensure that AAA program performance and accountability are maintained at highest possible standard and become the access and assistance entry point for seniors and disabled persons.

**PRIMARY WORK TASKS**
1. Develop FY 18 Area Agency on Aging budget.
2. Coordinate activities and provide administrative support to the Area Agency on Aging Advisory Council, ensuring adherence to regulations.
3. Compile and submit all required reports to funding sources.
4. Coordinate Area Agency on Aging outreach and advocacy efforts.
5. Provide technical assistance to senior groups and their initiatives.

**PRINCIPLE PERFORMANCE MEASURES**
1. Completion of Area Agency on Aging budget.
2. Conduct a minimum of four Area Agency on Aging Advisory Council meetings.
3. Submission of 15 required reports.
4. Presentation of Area Agency on Aging program services to a minimum of 12 area organizations per year.
5. Provision of technical assistance to a minimum of 15 senior centers.
6. Maintain and coordinate Direct Purchase of Services for 13 services.

### 2018 EXPENDITURE BUDGET

**PERSONNEL**
- Salaries $85,780
- Fringe Benefits $42,503

**VENDOR SERVICES** $0

**TRAVEL**
- Costs $6,388

**OTHER DIRECT**
- Telephone $2,745
- Postage $400
- Copy Services $551
- Other Expenses $15,414
- Office Supplies $2,309

**INDIRECT** $33,344

**EQUIPMENT** $0

**TOTAL BUDGET** $189,434

### IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

### HUMAN RESOURCE REQUIREMENT
1.7575 Full Time Equivalent
AREA AGENCY ON AGING (AAA)  
CONGREGATE MEALS (C1)  
WORK PROGRAM AND EXPENDITURE BUDGET

<table>
<thead>
<tr>
<th>2018 WORK PROGRAM</th>
<th>2018 EXPENDITURE BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OBJECTIVE</strong></td>
<td><strong>PERSONNEL</strong></td>
</tr>
</tbody>
</table>
| To provide one meal a day for five days a week, except in a rural area where it is not cost effective to serve meals five days a week, in a congregate setting to persons 60 years of age and older, which meets the 1/3 RDA requirements. | Salaries $0  
Fringe Benefits $0 |

<table>
<thead>
<tr>
<th><strong>PRIMARY WORK TASKS</strong></th>
<th><strong>VENDOR SERVICES</strong> $377,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Promote wellness education to prevent illness.</td>
<td><strong>TRAVEL</strong></td>
</tr>
<tr>
<td>2. Monitor the effectiveness of nutrition providers of the congregate meal program.</td>
<td>Costs $0</td>
</tr>
<tr>
<td>3. Provide transportation services to nutrition programs.</td>
<td><strong>OTHER DIRECT</strong></td>
</tr>
</tbody>
</table>
| 4. Provide congregate meals during FY 2018 as funding and local support allow. | Telephone $0  
Postage $0  
Copy Services $0  
Other Expenses $0  
Office Supplies $0 |

| **PRINCIPLE PERFORMANCE MEASURES** | **INDIRECT** $0  
**EQUIPMENT** $0 |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Conduct media campaigns and information and assistance to a minimum of 600 congregate meal clients.</td>
<td><strong>TOTAL BUDGET</strong> $377,000</td>
</tr>
<tr>
<td>2. Monitor two nutrition meal providers at least annually for quality &amp; adherence to HHS’ nutritional standards. Ongoing desk reviews to ensure that all assessments and reports are completed.</td>
<td></td>
</tr>
<tr>
<td>3. Provider agreement with one transportation provider.</td>
<td></td>
</tr>
<tr>
<td>4. A total of 50,900 congregate meals provided to the elderly in this region.</td>
<td></td>
</tr>
</tbody>
</table>

**IMPLEMENTATION SCHEDULE**  
October 1, 2017 – September 30, 2018

**HUMAN RESOURCE REQUIREMENT**  
0 Full Time Equivalent
AREA AGENCY ON AGING (AAA)
HOME DELIVERED MEALS (C2)
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To provide home delivered meals to homebound persons 60 years of age and over in the Ark-Tex region.

PRIMARY WORK TASKS
1. Provide home delivered meals to persons who are homebound and not able to attend the congregate-nutrition program.
2. Monitor the effectiveness of the home delivered meals program.
3. Provide a hot, nutritional meal to the homebound elderly between 10:30 a.m. and 1:30 p.m. that meets the 1/3 RDA requirement.
4. Provide home delivered meals during FY 2018 as funding and local support allow.

PRINCIPLE PERFORMANCE MEASURES
1. Assess 200 clients a minimum of every 12 months to determine if they meet the requirements for a home delivered meal.
2. Monitor two providers at least annually to ensure that all meals meet the 1/3 RDA requirements.
3. Provider agreement with two meal providers in this region.
4. A total of 80,000 home delivered meals provided to the elderly in the Ark-Tex region.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
0 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $0
Fringe Benefits $0

VENDOR
SERVICES $432,000
TRAVEL Costs $0

OTHER DIRECT
Telephone $0
Postage $0
Copy Services $0
Other Expenses $0
Office Supplies $0

INDIRECT

EQUIPMENT $0

TOTAL BUDGET $432,000
AREA AGENCY ON AGING (AAA)
OTHER SUPPORTIVE SERVICES
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To provide support services to the elderly in the Ark-Tex region. In addition to legal awareness, IR&A, case management, data management, and ombudsman, other support services include Medicare assistance to over and under 60, transportation, in-home respite, homemaker, prescription assistance program, home modifications and repairs, and evidence based intervention.

PRIMARY WORK TASKS
1. Provide support services to persons age 60 and over who live in the Ark-Tex region.
2. Provider agreements to provide services with local service-providing agencies.
3. Submit program performance and fiscal reports as required.

PRINCIPLE PERFORMANCE MEASURES
1. Support services provided to a minimum of 4,800 persons age 60 and over.
2. Monitor 19 service providing agencies monthly through billing.
3. Monthly program performance and fiscal reports submitted to the AAA accurately and on time.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
5.18 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $205,808
Fringe Benefits $101,974

VENDOR SERVICES
$310,599

TRAVEL
Costs $15,931

OTHER DIRECT
Telephone $5507
Postage $317
Copy Services $268
Other Expenses $82,089
Office Supplies $513

INDIRECT
$79,999

EQUIPMENT
$0

TOTAL BUDGET
$803,005
## AREA AGENCY ON AGING (AAA)  
**OTHER SUPPORTIVE SERVICES**  
**INFORMATION, REFERRAL AND ASSISTANCE**  
**WORK PROGRAM AND EXPENDITURE BUDGET**

### 2018 WORK PROGRAM

<table>
<thead>
<tr>
<th>Objective</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>To provide information and assistance to the elderly, their family members and caregivers in the Ark-Tex region.</strong></td>
<td></td>
</tr>
</tbody>
</table>

### PRIMARY WORK TASKS

1. Promote staff awareness of elderly issues.  
2. Develop information and assistance brochure.  
3. Provide free access to information and assistance services.  
4. Provide information and assistance services.

### PRINCIPLE PERFORMANCE MEASURES

1. Provision of monthly staff meetings and review of publications relating to senior issues.  
2. Completion and distribution of 1500 brochures.  
3. Maintenance and staffing of a minimum of one employee for the toll-free telephone number.  
4. Assistance provided to 1,600 callers.

### IMPLEMENTATION SCHEDULE

October 1, 2017 – September 30, 2018

### HUMAN RESOURCE REQUIREMENT

Full Time Equivalent - See Page 13

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## 2018 EXPENDITURE BUDGET

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONNEL</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>SEE</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td></td>
</tr>
<tr>
<td><strong>VENDOR SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TRAVEL</strong></td>
<td></td>
</tr>
<tr>
<td><strong>SUPPORTIVE SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER DIRECT</strong></td>
<td></td>
</tr>
<tr>
<td><strong>INDIRECT</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EQUIPMENT</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL BUDGET</strong></td>
<td>PAGE 13</td>
</tr>
</tbody>
</table>
AREA AGENCY ON AGING (AAA)  
OTHER SUPPORTIVE SERVICES  
DATA MANAGEMENT  
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To ensure the AAA has the staff and capabilities to perform computer functions required by DADS and other agencies.

PRIMARY WORK TASKS
1. Provide a staff person who is computer literate and qualified to perform the functions of the SPURS system for the Direct Purchase of Services.
2. Work with Case Managers to ensure proper client information is entered into the HHS SPURS Database in compliance to HHS unit tracking & NAPIS requirements.
3. Work directly with the local service providers to ensure program reports submitted to AAA are accurate and on time.

PRINCIPLE PERFORMANCE MEASURES
1. Two staff employed by ATCOG AAA trained on SPURS system.
2. Maintain the HHS SPURS Database with two Case Managers’ input.
3. Accurate and timely reports of 19 local service providers submitted to HHS.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
Full Time Equivalent - See Page 13

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries
Fringe Benefits

VENDOR SERVICES

TRAVEL

OTHER DIRECT SERVICES

INDIRECT

EQUIPMENT

TOTAL BUDGET

SEE PAGE 13
AREA AGENCY ON AGING (AAA)
OTHER SUPPORTIVE SERVICES
BENEFITS COUNSELING
AWARENESS/ASSISTANCE WORK PROGRAM
AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To provide awareness to the elderly, family and other interested persons about elder abuse and neglect, and provide assistance to individuals eligible for Medicare, Medicaid, SHIP and other supplemental insurance plans.

PRIMARY WORK TASKS
1. Ensure the elderly and/or primary caregiver are aware of services and where to go for assistance.
2. Aid Medicare and Medicaid-eligible individuals to obtain assistance.
3. Assist individuals with enrollment in Medicare Part D or Supplemental Plans.
4. Administer the State Health Insurance Assistance Program (SHIP).

PRINCIPLE PERFORMANCE MEASURES
1. Disseminate accurate, timely and relevant information, eligibility criteria, and procedures to the elderly about public entitlements, health/long-term care, individual rights, planning/protection options, housing and consumer issues.
2. Work closely with the Center for Medicare and Medicaid Services (CMS) to assist 700 individuals.
3. Prepare and perform Outreach and awareness of Medicare Part D to 700 individuals.
4. Assist with questions about appeals, buying other insurance, choosing a health plan, buying a Medigap policy, and Medicare Rights and Protections.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
Full Time Equivalent - See Page 13

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries SEE
Fringe Benefits

VENDOR SERVICES
TRAVEL SUPPORTIVE SERVICES

OTHER DIRECT SUPPORTIVE SERVICES
Telephone PAGE 13
Postage
Copy Services
Other Expenses
Office Supplies

INDIRECT EQUIPMENT

TOTAL BUDGET

SEE OTHER SUPPORTIVE SERVICES PAGE 13
AREA AGENCY ON AGING (AAA)
OTHER SUPPORTIVE SERVICES
CASE MANAGEMENT
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To provide in-home assistance to elderly clients in the Ark-Tex area in order that they may remain at home in a safe environment for as long as possible.

PRIMARY WORK TASKS
1. Accept and process referrals from individuals and other social service agencies.
2. Complete assessment document on clients requesting assistance during in-home visits.
3. Develop individualized care plans.
4. Arrange for the provision of needed services as identified in the care plan.
5. Reassess client needs every 6 months.
6. Develop and maintain provider agreements.
7. Develop documented client records.
8. Develop program information brochure.
9. Maintain client records in SPURS client tracking system.

PRINCIPLE PERFORMANCE MEASURES
1. All referrals processed by two case managers.
2. Completion of 360 assessments.
3. Completion of 180 care plans.
4. Identification of services for 180 clients.
5. Reassessment of 180 clients’ needs every 6 months, or more often as needed.
7. Maintain records of 180 clients.
8. Completion and distribution of 500 brochures.
9. Maintenance of 180 client records in SPURS client tracking system.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
Full Time Equivalent - See Page 13
AREA AGENCY ON AGING (AAA)
OTHER SUPPORTIVE SERVICES
OMBUDSMAN
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To provide advocacy for the rights of elderly residing in the Ark-Tex region long-term care and assisted living licensed communities.

PRIMARY WORK TASKS
1. Recruit volunteers to serve as nursing home and assisted living Ombudsmen.
2. Provide initial and re-certification training for volunteers.
3. Assign Ombudsmen to area long-term care communities.
4. Conduct routine site visits to area long-term care communities.
5. Identify resident problems and issues.
6. Coordinate activities with the Texas Health and Human Services Commission (HHS).
7. Provide in-service training to area long-term care community staff on resident rights.

PRINCIPLE PERFORMANCE MEASURES
1. Recruitment of four new volunteers to meet state requirements.
2. Provision of a minimum of one quarterly training session.
3. Assignments to 31 area nursing and 24 assisted living communities.
4. Visits conducted monthly to long-term care communities.
5. Resolution of 90% of problems or issues either totally or partially resolved.
6. Participate 100% when notified of nursing community and assisted living annual HHS reviews.
7. Provision of a minimum of four in-service training sessions.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries
Fringe Benefits

VENDOR SERVICES

TRAVEL
Costs

OTHER DIRECT SERVICES
Telephone
Postage
Copy Services
Other Expenses
Office Supplies

INDIRECT

EQUIPMENT

TOTAL BUDGET

HUMAN RESOURCE REQUIREMENT
Full Time Equivalent - See Page 13
NETEDD GOALS STATEMENT

The goal of the North East Texas Economic Development District (NETEDD) is to promote economic and community development and opportunity, foster effective infrastructure systems including transportation and broadband systems, develop an agricultural food hub to benefit producers and provide healthy food alternatives to residents, develop a community lending corporation to offer benefit assistance to employers, provide training opportunities to small businesses, write and administer economic and community development grants, and balance resources through sound management throughout the 10-county NETEDD area. The goal of the VISTA Internship Program is to build capacity in the region by determining areas that need improvement and seeking solutions through grants, partnerships, and local initiatives.

TOTAL NETEDD PROGRAM BUDGET

**BUDGETED EXPENDITURES**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$30,837</td>
<td>U.S. Department of Commerce - Economic Development</td>
</tr>
<tr>
<td>Contracts</td>
<td>$0</td>
<td>Administration - $60,000</td>
</tr>
<tr>
<td>Travel</td>
<td>$15,000</td>
<td>U.S Department of Commerce - Economic Development</td>
</tr>
<tr>
<td>Other Direct</td>
<td>$17,658</td>
<td>Administration VISTA - $10,000</td>
</tr>
<tr>
<td>Indirect</td>
<td>$6,505</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BUDGETED EXPENDITURES** - $70,000

**ANTICIPATED REVENUES BY SOURCE**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Department of Commerce - Economic Development</td>
<td>$60,000</td>
</tr>
<tr>
<td>Administration</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

**TOTAL ANTICIPATED REVENUE** - $70,000
NORTH EAST TEXAS ECONOMIC DEVELOPMENT DISTRICT (NETEDD) 
ADMINISTRATION
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To plan, establish and maintain a Comprehensive Economic Development Strategy (CEDS) (5-year term) with measurable regional goals. Pursue activities to support and implement the CEDS goals. Coordinate economic development planning with other economic development entities.

PRIMARY WORK TASKS
1. Work with state and federal agencies and regional economic development entities for economic development planning.
2. Monitor and report potential major economic disruptions in the economic condition of the district.
3. Write and administer EDA Grants to increase quality jobs in the district.
4. Utilize the NETEDD Revolving Loan Fund (RLF) and other RLFs to promote economic development within the district.
5. Prepare required annual performance reports to the EDA.

PRINCIPLE PERFORMANCE MEASURES
1. Utilize NETEDD Board to establish goals, guidelines, and priorities for the department and hold regular meetings.
2. Participate in and implement regional initiatives including transportation, agriculture, broadband, and other projects.
3. Seek and develop relationships with agencies, schools, economic development organizations, elected officials, businesses, and individuals with common goals.
4. Write two EDA grants for entities within the district.
5. Submit annual performance report and 5 year CEDS update to the EDA.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
.272 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $26,108
Fringe Benefits $12,936

CONTRACT SERVICES $0

TRAVEL
Costs $5,833

OTHER DIRECT
Telephone $704
Rent $2,395
Postage $351
Copy Expenses $400
Other Direct $9837
Interest $1,289

INDIRECT $10,147

EQUIPMENT $0

TOTAL BUDGET $70,000
NETEDD RLF GOALS STATEMENT

The goal of the NETEDD RLF is to fund private sector basic job creation or retention and to strengthen capital formation throughout the 11-county NETEDD area.

TOTAL NETEDD RLF PROGRAM BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel $11,143</td>
<td>U. S. Department of Commerce - Economic Development Administration Loan Interest - $19,550</td>
</tr>
<tr>
<td>Contracts $0</td>
<td></td>
</tr>
<tr>
<td>Travel $0</td>
<td></td>
</tr>
<tr>
<td>Other Direct $5,511</td>
<td></td>
</tr>
<tr>
<td>Indirect $2,896</td>
<td></td>
</tr>
<tr>
<td>Equipment $0</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BUDGET EXPENDITURES - $19,550

TOTAL ANTICIPATED REVENUE - $19,550
## NORTH EAST TEXAS ECONOMIC DEVELOPMENT DISTRICT
### REVOLVING LOAN FUND
#### WORK PROGRAM AND EXPENDITURE BUDGET

### 2018 WORK PROGRAM

<table>
<thead>
<tr>
<th>OBJECTIVE</th>
<th>2018 EXPENDITURE BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide technical assistance and financing for fixed assets and/or working capital to help small and medium-sized businesses start-up, expand, or increase productivity.</td>
<td>PERSONNEL</td>
</tr>
<tr>
<td>PRIMARY WORK TASKS</td>
<td></td>
</tr>
<tr>
<td>1. Strengthen the economic base.</td>
<td>Salaries $7,451</td>
</tr>
<tr>
<td>2. Create and retain permanent full-time jobs.</td>
<td>Fringe Benefits $3,692</td>
</tr>
<tr>
<td>3. Attend required meetings.</td>
<td>CONTRACT SERVICES $0</td>
</tr>
<tr>
<td>PRINCIPLE PERFORMANCE MEASURES</td>
<td>TRAVEL $0</td>
</tr>
<tr>
<td>1. Extend at least two NETEDD RLF loans for improvement of economic indicators such as unemployment, per capital personal income, and out-migration.</td>
<td>OTHER DIRECT</td>
</tr>
<tr>
<td>2. Create one job for every $35,000 loaned; 50% of new jobs will be targeted at the long-term unemployed and/or under-employed.</td>
<td>Telephone $205</td>
</tr>
<tr>
<td>3. Attend at least three seminars, teleconferences, workshops or webinars as required.</td>
<td>Postage $137</td>
</tr>
<tr>
<td>IMPLEMENTATION SCHEDULE</td>
<td>Copy Services $100</td>
</tr>
<tr>
<td>October 1, 2017 – September 30, 2018</td>
<td>Other Expenses $5,069</td>
</tr>
<tr>
<td>HUMAN RESOURCE REQUIREMENT</td>
<td>Office Supplies $0</td>
</tr>
<tr>
<td>.212 Full Time Equivalent</td>
<td>INDIRECT $2,896</td>
</tr>
<tr>
<td></td>
<td>EQUIPMENT $0</td>
</tr>
<tr>
<td></td>
<td>TOTAL BUDGET $19,550</td>
</tr>
</tbody>
</table>
ETRAP-RLF GOALS STATEMENT

The goal of the East Texas Rural Access Program Revolving Loan Fund (ETRAP-RLF) is to provide loan funding for projects that address primary care needs in medically under-served areas of East Texas.

TOTAL ETRAP-RLF BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel $11,143</td>
<td>United States Department of Agriculture - $19,550</td>
</tr>
<tr>
<td>Contracts $0</td>
<td></td>
</tr>
<tr>
<td>Other Direct $5,511</td>
<td></td>
</tr>
<tr>
<td>Indirect $2,896</td>
<td></td>
</tr>
<tr>
<td>Equipment $0</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BUDGETED EXPENDITURES - $19,550  TOTAL ANTICIPATED REVENUE - $19,550
## 2018 WORK PROGRAM

### OBJECTIVE
Objectives include funding qualified applicants for loans, identifying additional funding sources and funding loans.

### PRIMARY WORK TASKS
1. Fund loans to eligible applicants.
2. Seek additional funding from public and private sources.

### PRINCIPLE PERFORMANCE MEASURES
1. At least two ETRAP-RLF loans funded.
2. Approve at least two funding applications with third party lender participation.

### IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

### HUMAN RESOURCE REQUIREMENT
.212 Full Time Equivalent

<table>
<thead>
<tr>
<th>2018 EXPENDITURE BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONNEL</strong></td>
</tr>
<tr>
<td>Salaries</td>
</tr>
<tr>
<td>Fringe Benefits</td>
</tr>
<tr>
<td><strong>CONTRACT SERVICES</strong></td>
</tr>
<tr>
<td><strong>TRAVEL</strong></td>
</tr>
<tr>
<td>Costs</td>
</tr>
<tr>
<td><strong>OTHER DIRECT</strong></td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Other Expenses</td>
</tr>
<tr>
<td><strong>INDIRECT</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>EQUIPMENT</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>TOTAL BUDGET</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
CHAPMAN REVOLVING LOAN FUND
GOAL STATEMENT AND TOTAL PROGRAM BUDGET

CHAPMAN RLF GOALS STATEMENT

The goal of the Chapman Revolving Loan Fund (RLF) is to develop a viable and continuing resource for private businessmen and public governments to increase economic development and create job opportunities throughout the nine-county ATCOG area.

TOTAL CHAPMAN RLF PROGRAM BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel $11,143</td>
<td>ATCOG Funds - $19,550</td>
</tr>
<tr>
<td>Contracts $0</td>
<td></td>
</tr>
<tr>
<td>Travel $0</td>
<td></td>
</tr>
<tr>
<td>Other Direct $5,511</td>
<td></td>
</tr>
<tr>
<td>Indirect $2,896</td>
<td></td>
</tr>
<tr>
<td>Equipment $0</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BUDGETED EXPENDITURES - $19,550

TOTAL ANTICIPATED REVENUE - $19,550
CHAPMAN REVOLVING LOAN FUND
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
Create permanent full-time jobs by providing financial assistance for economic development projects in the form of a loan guarantee to businesses and direct loans to local governments.

PRIMARY WORK TASKS
1. Create permanent full-time jobs.
2. Provide financial assistance for economic development projects.
3. Provide loan guarantees of 50% of lending needs to businesses.
4. Provide direct loans of 80% of lending needs to local governments.

PRINCIPLE PERFORMANCE MEASURES
1. Job creation for improvement of economic indicators such as unemployment, per capital personal income, and out-migration.
2. Completion, submission, and funding of at least two economic development projects.
3. At least two guaranteed loans to local businesses.
4. At least two direct loans to local governments.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
.212 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $7,451
Fringe Benefits $3,692

CONTRACT SERVICES
$0

TRAVEL
Costs $0

OTHER DIRECT
Telephone $205
Postage $0
Copy Services $0
Other Expenses $5,306
Office Supplies $0

INDIRECT $2,896

EQUIPMENT $0

TOTAL BUDGET $19,550
ARK-TEX REGIONAL DEVELOPMENT COMPANY (ATRDC)
GOAL STATEMENT AND TOTAL PROGRAM BUDGET

ATRDC GOALS STATEMENT
The goal of the Ark-Tex Regional Development Company is to provide funds for expanding businesses which, through their expansion, will provide benefits to themselves and the communities, such as job creation, expansion of tax base and expansion of personal income.

TOTAL ATRDC PROGRAM BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel $78,004</td>
<td>U.S. Small Business Administration Loan</td>
</tr>
<tr>
<td>Contracts $3,741</td>
<td>Servicing Fees - $143,596</td>
</tr>
<tr>
<td>Travel $2,500</td>
<td></td>
</tr>
<tr>
<td>Other Direct $39,076</td>
<td></td>
</tr>
<tr>
<td>Indirect $20,275</td>
<td></td>
</tr>
<tr>
<td>Equipment $0</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BUDGETED EXPENDITURES - $143,596
TOTAL ANTICIPATED REVENUE - $143,596
ARK-TEX REGIONAL DEVELOPMENT COMPANY (ATRDC)
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
Assist small businesses with financing for fixed-asset projects by assembling, analyzing, and making recommendations on loan packages, submit the analysis and recommendations to SBA for approval, and close and service the 504 loan.

PRIMARY WORK TASKS
1. Create economic development opportunity in the community.
2. Provide affordable long term financing for business expansions.
3. Give a financial incentive to encourage private lender participation.
4. Give a financial incentive to stimulate business capital investment.
5. Provide access to public capital markets for small business.
6. Attend required local and regional SBA meetings.

PRINCIPLE PERFORMANCE MEASURES
1. Economic Development creation for improvement of economic indicators such as unemployment, per capital personal income, and out-migration.
2. At least two 504 Loans for business expansions.
3. Number of private lenders participating.
4. Increase in business capital investment.
5. At least five small businesses applying for SBA loans.
6. Attend at least two training sessions.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
1.272 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $52,160
Fringe Benefits $25,844

CONTRACT SERVICES $3,741

TRAVEL
Costs $2,500

OTHER DIRECT
Telephone $1,560
Postage $500
Copy Services $500
Other Expenses $36,516
Office Supplies $0

INDIRECT $20,275

EQUIPMENT $0

TOTAL BUDGET $143,596
RENTAL ASSISTANCE PROGRAM
GOAL STATEMENT AND TOTAL PROGRAM BUDGET

RENTAL ASSISTANCE PROGRAM GOAL STATEMENT

The overall goal of the Rental Assistance Program is to achieve four (4) major objectives:

- To provide improved living conditions for low-income families while maintaining their rent payments at an affordable level.
- To promote freedom of housing choice and spatial de-concentration of low income and minority families.
- To provide decent, safe and sanitary housing for eligible participants.
- To provide an incentive to private property owners to rent to low income families by offering timely assistance payments and counseling to tenants on obligations under their lease.

TOTAL RENTAL ASSISTANCE PROGRAM BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$ 466,894 U.S. Department of Housing and Urban Development (USDHUD) - $7,404,475</td>
</tr>
<tr>
<td>Contracts</td>
<td>$ 6,701,400</td>
</tr>
<tr>
<td>Travel</td>
<td>$ 40,000</td>
</tr>
<tr>
<td>Other Direct</td>
<td>$ 74,825</td>
</tr>
<tr>
<td>Indirect</td>
<td>$ 121,356</td>
</tr>
<tr>
<td>Equipment</td>
<td>$ 0</td>
</tr>
</tbody>
</table>

TOTAL BUDGETED EXPENDITURES - $7,404,475
TOTAL ANTICIPATED REVENUE – $7,404,475
# RENTAL ASSISTANCE PROGRAM
## WORK PROGRAM AND EXPENDITURE BUDGET

### 2018 WORK PROGRAM

**OBJECTIVE**
To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

**PRIMARY WORK TASKS**
1. Inform potential applicants and landlords of program availability.
2. Provide technical assistance to applicants and landlords.
3. Coordinate activities to assure continued eligibility of program participants.
4. Compile and submit all required reports to USDHUD.
5. Perform computer matching of clients with DHUD online systems.

**PRINCIPLE PERFORMANCE MEASURES**
1. Issue approximately 150 new Housing Choice Vouchers and add approximately 75 new families to Rental Assistance Program.
2. Add at least 5 property owners to potential landlord list.
3. Payment of approximately $6.7 million to landlords in form of rental payments for eligible families.
4. Maintain high performer status for FY18 by timely reporting to DHUD.
5. Use DHUD online system to reduce fraud, recover overpaid rent and maintain program integrity for FY18

**IMPLEMENTATION SCHEDULE**
October 1, 2017 – September 30, 2018

**HUMAN RESOURCE REQUIREMENT**
9.30 Full Time Equivalent

### 2018 EXPENDITURE BUDGET

<table>
<thead>
<tr>
<th><strong>PERSONNEL</strong></th>
<th><strong>SALARIES</strong></th>
<th><strong>FRINGE BENEFITS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$312,203</td>
<td>$154,691</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CONTRACT SERVICES</strong></th>
<th><strong>$6,701,400</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>TRAVEL</strong></th>
<th><strong>$40,000</strong></th>
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</thead>
</table>

<table>
<thead>
<tr>
<th><strong>OTHER DIRECT</strong></th>
<th><strong>$13000</strong></th>
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<tbody>
<tr>
<td><strong>$10000</strong></td>
<td><strong>$3,000</strong></td>
</tr>
<tr>
<td><strong>$43,825</strong></td>
<td><strong>$5000</strong></td>
</tr>
<tr>
<td><strong>$121,356</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>EQUIPMENT</strong></th>
<th><strong>0</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>TOTAL BUDGET</strong></th>
<th><strong>$7,404,475</strong></th>
</tr>
</thead>
</table>

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DRAFT

ARK-TEX COUNCIL OF GOVERNMENTS
2018 STRATEGIC WORK PROGRAM & FINANCIAL PLAN
REGIONAL CRIMINAL JUSTICE PROGRAMS
GOAL STATEMENT AND TOTAL PROGRAM BUDGET

REGIONAL CRIMINAL JUSTICE PROGRAMS GOAL STATEMENT

The goal of the Regional Criminal Justice Planning program is to provide effective planning, coordination, law enforcement training, and juvenile services throughout the region.

TOTAL CRIMINAL JUSTICE BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$ 68,901</td>
</tr>
<tr>
<td>Contracts</td>
<td>$ 80,000</td>
</tr>
<tr>
<td>Travel</td>
<td>$ 2,600</td>
</tr>
<tr>
<td>Other Direct</td>
<td>$ 28,785</td>
</tr>
<tr>
<td>Indirect</td>
<td>$ 17,909</td>
</tr>
<tr>
<td>Equipment</td>
<td>$ 0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL BUDGETED EXPENDITURES</th>
<th>TOTAL ANTICIPATED REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$198,195</td>
<td>$198,195</td>
</tr>
</tbody>
</table>
REGIONAL CRIMINAL JUSTICE PLANNING
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To provide effective criminal justice planning and coordination functions throughout the region.

PRIMARY WORK TASKS
1. Publicize grant application kits.
2. Conduct grant workshop(s).
3. Serve as staff for the Regional Criminal Justice Advisory Committee.
4. Provide technical assistance for prospective grantees in completing and/or correcting grant proposals.
5. Complete required CJD reports.

PRINCIPLE PERFORMANCE MEASURES
1. Publicize available application kits to approximately 120 entities for criminal justice program funding.
2. Conduct one grant workshop annually to inform potential grant applicants of criminal justice funding available and the process of applying.
3. Coordinate and facilitate at least one criminal justice advisory committee meeting annually.
4. Provide a combined total of 20 technical assistance contacts to new applicants, continuation applicants, and those on vendor hold.
5. Complete four quarterly reports required by CJD through the PPRI website.

IMPLEMENTATION SCHEDULE
September 1, 2017 – August 31, 2018

HUMAN RESOURCE REQUIREMENT
.53 Full Time Equivalent – CJ Coordinator
.074 Full Time Equivalent – Accounting Specialist

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $25,808
Fringe Benefits $12,788

CONTRACT SERVICES $0

TRAVEL Costs $2,000

OTHER DIRECT
Telephone $1,750
Postage $200
Copy Services $450
Other Expenses $11,910
Office Supplies $101

INDIRECT $10,032

TOTAL $65,039

BUDGET $65,039
REGIONAL LAW ENFORCEMENT TRAINING
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To provide comprehensive law enforcement training activities for peace officers, dispatchers, jailers and other law enforcement individuals throughout the region.

PRIMARY WORK TASKS
1. Develop, distribute and release Request for Proposal (RFP); select provider.
2. Provide basic, advanced, and specialized training for officers/potential officers.
3. Attend provider meetings to receive updates on training provided.
5. Visit regularly with law enforcement departments to determine training needs.
6. Complete required CJD reports.

PRINCIPLE PERFORMANCE MEASURES
1. Distribute RFP to at least one training institution within or contiguous with the region, in conjunction with the grant period.
2. Conduct at least two basic peace officer courses, one jailer & telecommunications/dispatcher course, and specialized/advanced courses as needed.
3. Attend at least one meeting of provider annually for information and contractual purposes.
4. Monitor the designated law enforcement training academy by performing at least one site visit and/or phone monitoring visit.
5. Provide five technical assistance contacts to agencies in the 9-county region that are requesting or needing specific training.
6. Complete two reports required by CJD through the e-Grants and PPRI websites.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
.33 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $14,228
Fringe Benefits $7,050

CONTRACT SERVICES $39,000

TRAVEL
Costs $300

OTHER DIRECT
Telephone $500
Postage $50
Copy Services $38
Office Supplies $439
Other Expenses $9,997

INDIRECT $5,531

TOTAL BUDGET $77,133
PURCHASE OF JUVENILE SERVICES
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To provide funds to allow juvenile probation departments to purchase quality services for juveniles involved in the juvenile justice system.

PRIMARY WORK TASKS
1. Develop contract with counties.
2. Conduct annual meeting of juvenile probation officers.
3. Conduct site visits to probation departments to determine program effectiveness.
4. Reimburse eligible expenses per contracts.
5. Complete required CJD reports.

PRINCIPLE PERFORMANCE MEASURES
1. Develop one contract with each of the ATCOG counties holding primary interest/jurisdiction of the juvenile services.
2. Conduct at least one visit with each county probation department to assess needs and discuss expectations of given contract.
3. Conduct at least one monitoring site visit and/or phone visit with each of the contracted county juvenile probation departments.
4. Complete one or more reimbursements for each contracted county juvenile probation department that requests funds, based on their eligibility of services.
5. Complete two reports required by CJD through the eGrants and PPRI websites.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
.14 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $6,036
Fringe Benefits $2,991

CONTRACT SERVICES $41,000

TRAVEL
Costs $300

OTHER DIRECT
Telephone $440
Postage $100
Copy Services $75
Office Supplies $409
Other Expenses $2,326

INDIRECT $2,346

TOTAL BUDGET $56,023
9-1-1 PROGRAM
GOAL STATEMENT AND TOTAL PROGRAM BUDGET

9-1-1 PROGRAM GOAL STATEMENT

The goal of the 9-1-1 program is to protect and enhance public safety and health through fiscally responsible administration of enhanced 9-1-1 systems, network and equipment; rural mapping services; distribution and dissemination of public education information and materials; telecommunicator training; and maintenance of ALI database, GIS database and 9-1-1 database throughout the region.

TOTAL 9-1-1 PROGRAM BUDGET

BUDGETED EXPENDITURES

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$380,322</td>
</tr>
<tr>
<td>Contracts</td>
<td>$1,116,631</td>
</tr>
<tr>
<td>Travel</td>
<td>$45,000</td>
</tr>
<tr>
<td>Other Direct</td>
<td>$171,127</td>
</tr>
<tr>
<td>Indirect</td>
<td>$98,856</td>
</tr>
<tr>
<td>Equipment</td>
<td>$488,000</td>
</tr>
</tbody>
</table>

TOTAL BUDGETED EXPENDITURES - $2,299,936

ANTICIPATED REVENUES BY SOURCE

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission on State Emergency</td>
<td>$2,299,936</td>
</tr>
<tr>
<td>Communications</td>
<td>$2,299,936</td>
</tr>
</tbody>
</table>

TOTAL ANTICIPATED REVENUE - $2,299,936
9-1-1 PROGRAM
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To provide network and equipment for effective 9-1-1 emergency communications and maintain services to the citizens of the region.

PRIMARY WORK TASKS
1. Report financial and performance information to CSEC quarterly.
2. Provide public education to the community.
3. Provide training for telecommunicators.
4. Develop and amend Strategic Plan as required.
5. Monitor PSAPs for proper operations.
6. Provide PSAPs and emergency response agencies with maps.
7. Maintain 9-1-1 databases.
8. Provide & maintain 9-1-1 equipment.
9. Provide & maintain a 9-1-1 network.

PRINCIPLE PERFORMANCE MEASURES
1. Provide four quarterly financial and performance reports to CSEC.
2. Distribute public education items to each of the nine counties.
3. Provide two call taker trainings.
4. Submission of one strategic plan as required by set deadline.
5. Conduct thirteen monitoring visits.
6. Provide map updates to PSAP and emergency response agencies in nine counties.
7. Maintain 9-1-1 databases to within state guidelines.
8. Test and maintain 9-1-1 equipment at thirteen PSAPs.
9. Test and maintain 9-1-1 network at thirteen PSAPs.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
6.4 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $254,314
Fringe Benefits $126,008

CONTRACT SERVICES $1,116,631

TRAVEL Costs $45,000

OTHER DIRECT
Telephone $5,000
Postage $1,000
Copy Services $2,000
Other Expenses $146,807
Office Supplies $16,320

INDIRECT $98,856

EQUIPMENT $488,000

TOTAL BUDGET $2,299,936
The goal of the Public Transportation for Non-Urbanized Areas, Sections 5311, 5310, Inter-City Bus, Planning and Aging, is to provide rural public transportation to the ambulatory, as well as those needing ADA care, and to develop and implement the updated ATCOG Regional Transportation Coordination Plan for the nine Texas counties in the ATCOG service area, including the Texarkana Urbanized Area where ATCOG TRAX is assisting the urban area transit district by providing paratransit services.

**TOTAL PUBLIC TRANSPORTATION PROGRAM BUDGET**

**BUDGETED EXPENDITURES**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$1,654,815</td>
</tr>
<tr>
<td>Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>Travel</td>
<td>$23,500</td>
</tr>
<tr>
<td>Other Direct</td>
<td>$2,012,217</td>
</tr>
<tr>
<td>Indirect</td>
<td>$430,123</td>
</tr>
<tr>
<td>Equipment</td>
<td>$624,119</td>
</tr>
<tr>
<td>Vehicles</td>
<td>$1,815,000</td>
</tr>
</tbody>
</table>

**ANTICIPATED REVENUES BY SOURCE**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Department of Transportation</td>
<td>$546,303</td>
</tr>
<tr>
<td>Federal Funds</td>
<td>$4,528,109</td>
</tr>
<tr>
<td>Local Funds</td>
<td>$500,000</td>
</tr>
<tr>
<td>Program Income</td>
<td>$96,524</td>
</tr>
<tr>
<td>In-Kind</td>
<td>$702,338</td>
</tr>
<tr>
<td>Transportation Development Credits</td>
<td>$186,500</td>
</tr>
</tbody>
</table>

**TOTAL BUDGETED EXPENDITURES** - $6,559,774

**TOTAL ANTICIPATED REVENUE** - $6,559,774
PUBLIC TRANSPORTATION FOR NON-URBANIZED AREAS  
SECTIONS 5311, 5310, INTER-CITY BUS (5311F),  
PLANNING AND AGING TRANSPORTATION  
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
Provide transportation to the general public and coordinate with other agencies and programs to provide transportation for their clients. Develop and implement the updated ATCOG Regional Transportation Coordination Plan.

PRIMARY WORK TASKS
1. Provide rural public transportation in the nine-county area.
2. Provide transportation to people age 60+, the general public and disabled persons.
3. Coordinate rural program with Texarkana Urban Transportation (TUTD) System.
4. Coordinate and expand Inter-City Bus program within the region.
5. Implement the ATCOG 5-Year Regional Transportation Coordination Plan.
6. Continue operations of a full-service Regional Maintenance Facility and Transfer Facility in Mt. Pleasant for the 5311 and 5310 vehicle fleet.
7. Attend required local and state meetings.
8. Promote training and staff development programs for all personnel.
9. Diversify funding sources for more program flexibility and stability.

PRINCIPLE PERFORMANCE MEASURES
1. Provide 200,000 passenger trips annually.
2. Coordinate with Area Agency on Aging, various educational institutions, workforce centers and other health & human service agencies.
3. Attend TUTD meetings and provide information on rural programs to maximize coordination.
4. Expand routes with Greyhound Connect and market program to increase utilization.
5. Conduct Stakeholder meetings throughout the service area; identify projects to implement the plan.
6. Assess fleet for salvage and institute pro-active fleet management to ensure longevity of vehicles utilizing RTAP funding for development and

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $1,106,543
Fringe Benefits $548,272

CONTRACT SERVICES
$0

TRAVEL
Costs $23,500

OTHER DIRECT
Communications $44,000
Postage $500
Copy/Print Services $6,728
Other Expenses $1,950,989
Office Supplies $10,000

INDIRECT $430,123

EQUIPMENT $624,119

VEHICLES $1,815,000

TOTAL BUDGET $6,559,774
PRINCIPAL PERFORMANCE MEASURES (CON’T.)

6. (cont.) implementation of a Fleet Maintenance Plan.
7. Attend semi-annual TxDOT and Arkansas HTD meetings.
8. Continue to develop and implement formal training program with defined programs and timing of required certifications.
9. Expand advertising/sponsorship program throughout all nine counties. Identify private foundation grant opportunities and apply for same.

IMPLEMENTATION SCHEDULE
September 1, 2017 – August 31, 2018

HUMAN RESOURCE REQUIREMENT
50.5 Full Time Equivalents
URBAN TRANSPORTATION GOALS STATEMENT

The goal of the Urban Transportation Program is to fulfill the Intergovernmental Agreement to provide urban transportation management services to the Texarkana Urban Transit District in the operation of the T-Line transit system.

TOTAL URBAN TRANSPORTATION PROGRAM BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel $ 149,835</td>
<td>Contract - $188,780</td>
</tr>
<tr>
<td>Contracts $ 0</td>
<td></td>
</tr>
<tr>
<td>Travel $ 0</td>
<td></td>
</tr>
<tr>
<td>Indirect $ 38,945</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BUDGETED EXPENDITURES - $188,780

TOTAL ANTICIPATED REVENUE - $188,780
URBAN TRANSPORTATION PROGRAM MANAGEMENT
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
To fulfill the Intergovernmental Agreement to provide urban transportation management services to the Texarkana Urban Transit District in the operation of the T-Line transit system.

PRIMARY WORK TASKS
1. Facilitate the management and day-to-day operation of the transit system.
2. Prepare TUTD budget.
3. Employ staff necessary to maintain and operate the transportation system.

PRINCIPLE PERFORMANCE MEASURES
1. Provide management and operation of the public transportation system and policy recommendations.
2. Provide finance and budgeting, including preparation of an annual budget for the transit system.
3. Provide staff for the public transportation system.

IMPELEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
4.4 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $100,192
Fringe Benefits $49,643

CONTRACT SERVICES

TRAVEL

OTHER DIRECT
Telephone $0
Postage $0
Copy Services $0
Other Expenses $0
Office Supplies $38,945

INDIRECT

TOTAL BUDGET $188,780
ENVIRONMENTAL PROGRAMS
GOAL STATEMENT AND TOTAL PROGRAM BUDGET

ENVIRONMENTAL PROGRAMS GOALS STATEMENT

The goal of the Environmental Programs is to reduce illegal dumping, increase recycling and help facilitate source reduction throughout the ATCOG region, therefore reducing the annual quantity of waste discarded, to assess water quality in the Sulphur River Basin and Cypress Creek Basin and assist in identifying management programs to maintain and enhance the water quality, and to conduct environmental assessments to determine the impact of water system improvement projects. Additional goals are to identify potential petroleum and hazardous substance properties, develop cleanup plans for redevelopment, facilitate the distribution of solid waste grant funds, and to coordinate solid waste planning efforts to improve the region’s solid waste management systems.

TOTAL ENVIRONMENTAL PROGRAMS BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel $66,779</td>
<td>Texas Commission on Environmental Quality (TCEQ)</td>
</tr>
<tr>
<td>Contracts $20,000</td>
<td>Solid Waste Management - $115,000</td>
</tr>
<tr>
<td>Travel $2,174</td>
<td>Water Quality - $9,831</td>
</tr>
<tr>
<td>Other Direct $18,521</td>
<td></td>
</tr>
<tr>
<td>Indirect $17,357</td>
<td></td>
</tr>
<tr>
<td>Equipment $0</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BUDGETED EXPENDITURES - $124,831**  
**TOTAL ANTICIPATED REVENUE - $124,831**
OBJECTIVE
To provide staff support to facilitate the fair and orderly distribution of Texas Commission on Environmental Quality (TCEQ) solid waste grant funds and to coordinate local/regional solid waste planning efforts to improve the region’s solid waste management systems.

PRIMARY WORK TASKS
1. Serve as staff support to the ATCOG Regional Solid Waste Advisory Committee (SWAC). Provide insight and ideas to the SWAC for the expenditure of solid waste grant funds on projects relating to environmental enforcement, reduction of illegal dumping, community cleanup events, and public education.
2. Compile and submit all required reports to the TCEQ, including semi-annual reports, results reports and follow-up results reports, which document the activities being conducted with solid waste grant funds.
3. Serve as a point of contact for the ATCOG region by providing information and resources to the public relating to solid waste management.

PRINCIPLE PERFORMANCE MEASURES
1. Coordination and staffing of two Solid Waste Advisory Committee meetings. Provide the SWAC with ideas for regional projects that will be funded with solid waste grant funds including, environmental enforcement and reduction and prevention of illegal dumping, sponsoring region-wide community cleanup events to provide opportunities for the public to dispose of unwanted items, and to educate the public on the environmental laws and the dangers of illegal dumping as it pertains to both human health and the environment.
2. Submission of the progress reports to TCEQ, which include, semi-annual reports, results reports and follow-up results reports.
3. Be a resource of information to the public via, phone, email, and in-person meetings in order to improve regional solid waste management.

IMPLEMENTATION SCHEDULE
September 1, 2017 – August 31, 2018

HUMAN RESOURCE REQUIREMENT
.875 Full Time Equivalent
WATER QUALITY
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
Assess water quality in the Sulphur River Basin and Cypress Creek Basin and assist in identifying management programs to maintain and enhance water quality.

PRIMARY WORK TASKS
1. Analyze basin water quality in both basins.
2. Conduct monitoring in priority areas to assess potential areas of water quality impairment.
3. Initiate annual coordinated monitoring meetings for all entities monitoring in the Sulphur River Basin who presently, or potentially could, come under the Quality Assurance Project Plan for the Basin.
4. Integrate new data, land use information, and information on events that may affect water quality to prepare a more comprehensive evaluation of factors affecting water quality in the Basin.
5. Review and/or assist state RLF project applicants and TCEQ in resolution of conflicts between proposed project data and approved ATCOG Water Quality Management Plan.
7. Contact entities and encourage participation in meetings for water quality strategy.

PRINCIPLE PERFORMANCE MEASURES
1. Recommend additional monitoring or management programs based on current analysis of water quality within both basins.
2. Determine extent and significance of impairment, isolate potential source areas, evaluate potential control strategies, and evaluate effectiveness of control strategies within both basins.
3. Decreased costs and/or increased monitoring within both basins.
4. Complete summaries, maps, and tables.
5. Number of applicants assisted and number of conflicts resolved.
6. Two plan updates completed & submitted to TCEQ.
7. At least four entities contacted.

IMPLEMENTATION SCHEDULE
September 1, 2017 – August 31, 2018

HUMAN RESOURCE REQUIREMENT
.1625 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $4,523
Fringe Benefits $2,241

CONTRACT SERVICES $0

TRAVEL
Costs $174

OTHER DIRECT
Telephone $0
Postage $25
Copy Services $40
Other Expenses $1070
Office Supplies $0

INDIRECT $1,758

EQUIPMENT $0

TOTAL BUDGET $9,831
HOMELAND SECURITY PROGRAM
GOAL STATEMENT AND TOTAL PROGRAM BUDGET

HOMELAND SECURITY PROGRAM GOAL STATEMENT

The goal of the Homeland Security Program is to continue professional staff activities in regard to updating and implementing Texas’s Strategy for Homeland Security and regional homeland security strategies and plans; coordinate the use of the funding to jurisdictions for regional and local equipment purchases; coordinate equipment deployments with other aspects of regional strategies for first responder preparedness; training and exercises; assist local grantees with implementing state, regional and local strategies; assist the state as requested; and complete tasks as required by the contract.

TOTAL HOMELAND SECURITY PROGRAM BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$ 63,029</td>
</tr>
<tr>
<td>Contracts</td>
<td>$ 115,077</td>
</tr>
<tr>
<td>Travel</td>
<td>$ 8,910</td>
</tr>
<tr>
<td>Other Direct</td>
<td>$ 48,040</td>
</tr>
<tr>
<td>Indirect</td>
<td>$ 16,383</td>
</tr>
<tr>
<td>Equipment</td>
<td>$ 1,000</td>
</tr>
</tbody>
</table>

TOTAL BUDGETED EXPENDITURES - $252,439                  TOTAL ANTICIPATED REVENUE - $252,439
2018 WORK PROGRAM

OBJECTIVE
Continue the expanded planning effort begun under the State Homeland Security Planning Grant and complete the tasks as outlined in the contract.

PRIMARY WORK TASKS
1. Maintain the ATCOG Homeland Security Advisory Committee (HSAC).
2. Facilitate the development of the regional homeland security implementation plan and state preparedness report.
3. Facilitate the distribution of homeland security program funding.
4. Aid local jurisdictions in meeting training requirements.
5. Aid local jurisdictions in meeting grant eligibility requirements.
6. Facilitate the scheduling of local/regional exercises.

PRINCIPLE PERFORMANCE MEASURES
1. Provision of staff support for four HSAC meetings.
2. Submission of the ATCOG homeland security strategy implementation plan and state preparedness report to Office of the Governor Homeland Security Grants Division by the set deadline.
3. Distribute region’s homeland security funding in the amount of $155,077 to projects in the region.
4. Provision of one in-region training opportunity.
5. Provision of one staff member to monitor and assist with the eligibility of jurisdictions.
6. Successful conduct of one local/regional homeland security exercise.
7. Participate in 26 OOG conference calls.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
1.15 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $42,146
Fringe Benefits $20,883

CONTRACT SERVICES $115,077

TRAVEL Costs $8,910

OTHER DIRECT
Telephone $1000
Postage $100
Copy Services $150
Other Expenses $45,790
Office Supplies $1,000

INDIRECT $16,383

EQUIPMENT $1,000

TOTAL BUDGET $252,439
REGIONAL SPECIAL GRANT PROGRAMS
GOAL STATEMENT AND TOTAL PROGRAM BUDGET

REGIONAL SPECIAL GRANT PROGRAMS GOAL STATEMENT
The goal of the Regional Special Grant Programs Department is to provide staff to manage and administer regional special grant projects for ATCOG and prepare grants to federal and/or state agencies.

TOTAL REGIONAL SPECIAL PROJECTS BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel $43,725</td>
<td>Texas Department of Agriculture - $4,884</td>
</tr>
<tr>
<td>Contracts $16,347</td>
<td>Texas Department of Public Safety Division</td>
</tr>
<tr>
<td>Travel $3,000</td>
<td>Department of Emergency Management - $55,000</td>
</tr>
<tr>
<td>Other Direct $19,383</td>
<td>Red River, Titus and Delta Counties - $15,000</td>
</tr>
<tr>
<td>Indirect $11,365</td>
<td>Contracts - $18,936</td>
</tr>
<tr>
<td>Equipment $0</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BUDGETED EXPENDITURES - $93,820
TOTAL ANTICIPATED REVENUE - $93,820
REGIONAL SPECIAL GRANT PROGRAMS
COMMUNITY AND ECONOMIC DEVELOPMENT ASSISTANCE
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
Provide technical assistance services not related to a specific Texas Community Development Block grant program contract to TxCDBG-eligible localities within the region.

PRIMARY WORK TASKS
1. Provide census and income data to TxCDBG-eligible localities.
2. Distribute Texas Department of Agriculture (TDA) program information.
3. Provide general technical assistance as related to non-project specific community and economic development program areas.
4. Continually review and be familiar with the TxCDBG Implementation Manual.
5. Continually review and be familiar with the TDA website, particularly as it pertains to the TxCDBG and community and economic development.

PRINCIPLE PERFORMANCE MEASURES
1. Prepare census and income data for five localities requesting data.
2. Provide information about TDA programs to 30 localities.
3. Prepare information for eight non-project specific community and economic development program areas.
5. Check TDA website weekly for program information.

IMPLEMENTATION SCHEDULE
September 1, 2017 – August 31, 2018

HUMAN RESOURCE REQUIREMENT
.06099 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $2,373
Fringe Benefits $1,176

CONTRACT SERVICES

TRAVEL
Costs $0

OTHER DIRECT
Rent $152
Telephone $65
Postage $30
Copy Services $30
Other Expenses $86
Office Supplies $50

INDIRECT
$922

EQUIPMENT

TOTAL BUDGET $4,884

DRAFT
REGIONAL SPECIAL PROGRAMS
OTHER SERVICES
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
Provide staff support to administer regional special project programs for ATCOG.

PRIMARY WORK TASKS
1. Administer weatherization program contracts with various utility companies.
2. Review applications for providing health premium assistance.

PRINCIPLE PERFORMANCE MEASURES
1. Execute contracts with Frontier Associates, LLC and ATMOS Energy for weatherization program and disburse contractual payments to providers of weatherization services.
2. Disburse contractual payments to agencies for qualified health premium assistance.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
.23 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $3,507
Fringe Benefits $1,738

CONTRACT SERVICES $0

TRAVEL Costs $0

OTHER DIRECT
Telephone $0
Postage $0
Copy Services $300
Other Expenses $12,028
Office Supplies $0

INDIRECT $1,363

EQUIPMENT $0

TOTAL BUDGET $18,936
HAZARD MITIGATION PLANNING
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
Complete preparation of 5-year updates of Hazard Mitigation Plans for Red River and Titus Counties and begin Delta County.

PRIMARY WORK TASKS
1. Work with local city and county officials and representatives during plan preparation.
2. Gather local data for each plan.
3. Prepare hazard mitigation plans.
4. Obtain approval from TDEM and FEMA, and resolutions of acceptance from individual communities.
5. Submit quarterly reports to Texas Department of Emergency Management.

PRINCIPLE PERFORMANCE MEASURES
1. Serve as facilitator at five public meetings for localities and contact local officials for participation.
2. Contact local representatives, utilize computer data, and contact professionals for specific data plans.
3. Compile data, format, and complete plan in an acceptable format.
4. Submit plans to TDEM and FEMA for review and updates, and the final plan to each community.
4. Submit timely quarterly reports as required.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
0.281 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $23,358
Fringe Benefits $11,573

CONTRACT SERVICES $16,347

TRAVEL Costs $3,000

OTHER DIRECT
Rent $2,320
Telephone $994
Postage $500
Copy Services $250
Other Expenses $953
Office Supplies $300
Interest $1,326

INDIRECT $9,079

EQUIPMENT $0

TOTAL BUDGET $70,000
INDIRECT SERVICES
GOAL STATEMENT AND TOTAL PROGRAM BUDGET

INDIRECT SERVICES GOAL STATEMENT

To provide a mechanism whereby ATCOG may equitably allocate legitimate, appropriate and allowable program/project costs which cannot be directly and readily assigned to specific programs/objects.

TOTAL INDIRECT SERVICES BUDGET

<table>
<thead>
<tr>
<th>BUDGETED EXPENDITURES</th>
<th>ANTICIPATED REVENUES BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel $710,172</td>
<td>Revenue From all Fund Groups - $904,747</td>
</tr>
<tr>
<td>Contracts $38,000</td>
<td>Grant Writing/Accounting Admin - $59,400</td>
</tr>
<tr>
<td>Travel $48,500</td>
<td>Carry-over - $-58,880</td>
</tr>
<tr>
<td>Other Direct $108,595</td>
<td></td>
</tr>
<tr>
<td>Indirect $0</td>
<td></td>
</tr>
<tr>
<td>Equipment $0</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BUDGETED EXPENDITURES - $ 905,267

TOTAL ANTICIPATED REVENUE - $905,267
**EXECUTIVE INDIRECT SERVICES**
**WORK PROGRAM AND EXPENDITURE BUDGET**

**2018 WORK PROGRAM**

**OBJECTIVE**
Provide staff and other support necessary to successfully conduct wide range of overall leadership and managerial functions directly benefiting all ATCOG programs and projects.

**PRIMARY WORK TASKS**
1. Provide leadership and managerial guidance in planning, organizing and directing all operations of ATCOG.
2. Develop and propose policy guidance to the Board of Directors.
3. Develop and implement organizational administrative procedures and practices.
4. Represent ATCOG and its programs & projects.
5. Coordinate and direct all programs, financing and intergovernmental relationships.
7. Oversee and ensure development of Annual Strategic Work Plan and Budget.
8. Oversee and ensure development of external communications documents.

**PRINCIPLE PERFORMANCE MEASURES**
1. Provision of leadership and guidance in the operation of ATCOG.
2. Development and presentation of monthly Board agenda to the Board.
3. Implementation of organizational administrative procedures and practices.
4. Representation of ATCOG.
5. Coordination and direction of programs, financing and intergovernmental relationships.
7. Completion of 17-18 Strategic Work Program and Budget.

**IMPLEMENTATION SCHEDULE**
October 1, 2017 – September 30, 2018

**HUMAN RESOURCE REQUIREMENT**
2 Full Time Equivalent

**2018 EXPENDITURE BUDGET**

**PERSONNEL**
Salaries $127,521
Fringe Benefits $63,184

**CONTRACT SERVICES**
$0

**TRAVEL**
Staff Travel $12,000
Board Travel $23,500

**OTHER DIRECT**
Telephone $4,000
Postage $650
Copy Services $200
Other Expenses $26,800
Office Supplies $6,500

**INDIRECT**
$0

**EQUIPMENT**
$0

**TOTAL BUDGET**
$264,355
# ADMINISTRATIVE INDIRECT SERVICES
## WORK PROGRAM AND EXPENDITURE BUDGET

### 2018 WORK PROGRAM

**OBJECTIVE**

Provide the staff support necessary to administer ATCOG personnel management, policies, procedures and benefits, and provide receptionist services for ATCOG.

**PRIMARY WORK TASKS**

1. Maintain and administer ATCOG personnel policies and ATCOG Integrated Personnel Classification, Pay Plan and Job Descriptions.
2. Maintain ATCOG & ATUT personnel records and files.
3. Administer ATCOG & ATUT employee benefit plan programs.
4. Answer and direct all incoming ATCOG calls.
5. Respond to general inquiries concerning ATCOG programs/projects.
6. Greet and direct incoming visitors and clients.
7. Open, sort and distribute incoming mail.
8. Receive and transmit all fax correspondence.
9. Maintain ATCOG building, grounds, and computer equipment.

**PRINCIPLE PERFORMANCE MEASURES**

2. Maintenance of personnel records and files for approximately 105 employees.
3. Administration of approximately eight benefit programs.
4. Take calls from incoming lines.
5. Respond to general requests for ATCOG information.
6. Greet and direct visitors on a daily basis.
7. Opening & daily distribution of mail to approximately 50 employees.
8. Receipt and transmission of approximately 30 faxes per day.

### 2018 EXPENDITURE BUDGET

**PERSONNEL**

- Salaries $183,176
- Fringe Benefits $90,760

**CONTRACT SERVICES**

- $0

**TRAVEL**

- Costs $4,000

**OTHER DIRECT**

- Telephone $4,400
- Postage $1,000
- Copy Services $550
- Other Expenses $26,300
- Office Supplies $1,000

**INDIRECT EQUIPMENT**

- $0

**TOTAL BUDGET**

- $311,386

### IMPLEMENTATION SCHEDULE

October 1, 2017 – September 30, 2018

### HUMAN RESOURCE REQUIREMENT

4.37 Full Time Equivalent
REGIONAL GRANT ADMINISTRATION INDIRECT SERVICES
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
Provide staff support to prepare grants to federal and/or state agencies and administer special project grants for regional entities and to provide agency wide support for public communications.

PRIMARY WORK TASKS
1. Administer Texas Capital Fund (TCF) and an EDA Infrastructure Grant for TexAmericas Center, Community Development Block Grant (CDBG) for Avery, and pending State and Federal agency grant applications.
2. Prepare and/or review applications and/or grants to federal and/or state agencies.
3. Provide technical assistance to cities and counties requesting census data and other information.
4. Provide communication avenues between all member entities and the public.

PRINCIPLE PERFORMANCE MEASURES
1. Perform all administrative duties to ensure all grants administered by the regional development staff are compliant.
2. Preparation and completion of 12 applications and grants for ATCOG programs and members along with completion of quarterly reports for three programs.
3. Provide data to 10 entities requesting technical assistance.
4. Update and distribute brochures for ATCOG program areas along with posting in social media outlets any information releases.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
1.35028 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $45,017
Fringe Benefits $22,305

CONTACT SERVICES
$0

TRAVEL
Costs $7,500

OTHER DIRECT
Telephone $1,020
Postage $1,300
Copy Services $225
Other Expenses $3,025
Office Supplies $1,000

INDIRECT
$0

EQUIPMENT
$0

TOTAL BUDGET
$81,392
FINANCE INDIRECT SERVICES FUND
WORK PROGRAM AND EXPENDITURE BUDGET

2018 WORK PROGRAM

OBJECTIVE
Provide professional financial services necessary to establish and maintain financial policies, practices and controls in order to ensure the highest degree of financial accountability and to fully safeguard all public funds entrusted to ATCOG.

PRIMARY WORK TASKS
1. Implement policies & procedures.
2. Prepare ATCOG budget and project budgets.
3. Prepare cash requests for funding sources.
4. Process and prepare accounts payable and payroll.
5. Maintain and analyze general ledger financial information.
6. Prepare monthly, quarterly and annual financial reports to funding sources.
7. Monitor subcontractors' financial reports.
8. Maintain property and equipment inventories.
9. Support monitoring/auditing teams from funding sources.

PRINCIPLE PERFORMANCE MEASURES
1. Update policies and procedures as needed.
2. Assist in preparation of approximately 30 program budgets.
3. Completion of approximately 60 Cash requests.
4. Generate approximately 2,800 payroll direct deposits, 6,800 vendor direct deposits and 4,600 accounts payable checks.
5. Review of general ledger balances monthly.
6. Assist in completion of approximately 200 financial reports.
7. Assist in completion of approximately four monitoring visits.
8. Assist in physical inventory of ATCOG property and equipment.
9. Assistance to monitoring/audit teams.

IMPLEMENTATION SCHEDULE
October 1, 2017 – September 30, 2018

HUMAN RESOURCE REQUIREMENT
2.8802 Full Time Equivalent

2018 EXPENDITURE BUDGET

PERSONNEL
Salaries $117,290
Fringe Benefits $58,115

CONTRACT SERVICES
Audit $38,000

TRAVEL
Costs $5,000

OTHER DIRECT
Telephone $2,500
Postage $2,750
Copy Services $300
Other Expenses $19,175
Office Supplies $2,200

INDIRECT EQUIPMENT $0

TOTAL BUDGET $245,330
## Indirect Cost Pool

**ATCOG Financial Plan - FY 2018**

### INDIRECT COST RATE CALCULATION

<table>
<thead>
<tr>
<th>COST CNTR #</th>
<th>DESCRIPTION</th>
<th>COST CENTER ALLOCATION</th>
<th>%</th>
<th>COMMENTS</th>
</tr>
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<tbody>
<tr>
<td>18001</td>
<td>Aging</td>
<td>$113,343</td>
<td>12.5</td>
<td></td>
</tr>
<tr>
<td>18002</td>
<td>NETEDD &amp; ATRDC</td>
<td>39,111</td>
<td>4.3</td>
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<tr>
<td>18003</td>
<td>HUD - Section 8</td>
<td>121,356</td>
<td>13.4</td>
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<tr>
<td>18004</td>
<td>Criminal Justice Dept.</td>
<td>17,909</td>
<td>2.0</td>
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</tr>
<tr>
<td>18005</td>
<td>CSEC - 911</td>
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<td>18006</td>
<td>GIS</td>
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<td>18007</td>
<td>Regional Transportation Systems</td>
<td>469,068</td>
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</tr>
<tr>
<td>18008</td>
<td>TCEQ - Environmental</td>
<td>17,357</td>
<td>1.9</td>
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<tr>
<td>18009</td>
<td>Homeland Security</td>
<td>16,383</td>
<td>1.8</td>
<td></td>
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<tr>
<td>18010</td>
<td>Regional Special Programs</td>
<td>11,365</td>
<td>1.3</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL INDIRECT COST ALLOCATED</strong></td>
<td><strong>$904,747</strong></td>
<td><strong>100.0</strong></td>
<td></td>
</tr>
</tbody>
</table>

### INDIRECT COST ALLOCATION

- Total Indirect Cost: $905,267
- Plus: Prior Period Under Allocations: $111,309
- Less: Earned Admin Fees: $36,000
- Less: Earned Acctng Fees: $23,400
- Less: Current Period Over Allocation: $52,429

**TOTAL TO BE ALLOCATED:** $904,747

### ALLOCATION BASE CALCULATION

- Total Allocated Indirect Cost: $904,747
- Div by: Total Direct Personnel Cost: $3,480,839

**ALLOCATION BASE:** 26.0

### INDIRECT RATE CALCULATION

- Total Allocated Indirect Cost: $904,747
- Div by: Total Direct Expenses: $14,775,768

**INDIRECT RATE:** 6.1

Difference between cost and allocation: 0.25992

---

DRAFT

ARK-TEX COUNCIL OF GOVERNMENTS

2018 STRATEGIC WORK PROGRAM & FINANCIAL PLAN
## ATCOG Financial Plan - FY 2018
### UNRESTRICTED FUND REQUIREMENTS

<table>
<thead>
<tr>
<th>LINE ITEM CST #</th>
<th>DESCRIPTION</th>
<th>BUDGETED FY'17</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>18001</td>
<td>Aging</td>
<td>34,069</td>
<td>48.6</td>
</tr>
<tr>
<td>18002</td>
<td>NETEDD &amp; ATRDC</td>
<td>0</td>
<td>0.0</td>
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<tr>
<td>18003</td>
<td>HUD - Section 8</td>
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<tr>
<td>18004</td>
<td>Criminal Justice Dept.</td>
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<td>0.0</td>
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<tr>
<td>18005</td>
<td>CSEC - 911</td>
<td>0</td>
<td>0.0</td>
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<tr>
<td>18006</td>
<td>GIS</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>18007</td>
<td>Regional Transportation Systems</td>
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<td>0.0</td>
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<td>18008</td>
<td>TCEQ - Environmental</td>
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<td>0.0</td>
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<tr>
<td>18009</td>
<td>Homeland Security</td>
<td>0</td>
<td>0.0</td>
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<tr>
<td>18010</td>
<td>Regional Special Programs</td>
<td>0</td>
<td>0.0</td>
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<tr>
<td><strong>SUB-TOTAL</strong></td>
<td></td>
<td><strong>$34,069</strong></td>
<td><strong>48.6</strong></td>
</tr>
</tbody>
</table>

- **Capital Purchases**: 0.0
- **Debt Service**: 36,000 (51.4)
- **Operating Capital**: 0.0
- **Indirect Cost Support**: 0.0
- **Interest Expense**: 0.0
- **Other**: 0.0

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td><strong>SUB-TOTAL</strong></td>
<td></td>
<td><strong>$36,000</strong></td>
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<tr>
<td><strong>TOTAL REQUIREMENTS</strong></td>
<td></td>
<td><strong>$70,069</strong></td>
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</tbody>
</table>

### REVENUES (SOURCES OF UNRESTRICTED FUNDS)

- **Member Dues**: 60,843 (29.6)  > See APPENDIX I.
- **State Funds-Texas**: 0.0
- **State Funds-Arkansas**: 30,000 (14.6)
- **Use Fee/Depreciation**: 0.0
- **Indirect Allowance**: 0.0
- **Other**: 115,000 (55.9)  > Other unassigned local fees

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td></td>
<td><strong>$205,843</strong></td>
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</table>

<p>| | |</p>
<table>
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</thead>
<tbody>
<tr>
<td><strong>BALANCE OF REVENUES</strong></td>
<td><strong>$135,774</strong></td>
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</table>
**ATCOG Financial Plan - FY 2018**

**EMPLOYEE BENEFIT RATE COMPUTATION**

<table>
<thead>
<tr>
<th>LINE ITEM CST #</th>
<th>DESCRIPTION</th>
<th>BUDGETED</th>
<th>% Gr</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Amount</td>
<td>% Gr</td>
<td></td>
</tr>
<tr>
<td><strong>RELEASE TIME</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0220</td>
<td>Paid Holidays</td>
<td>$115,891</td>
<td>3.67</td>
<td>&gt; Calculated at $11,932 per day average.</td>
</tr>
<tr>
<td>0221</td>
<td>Sick Leave</td>
<td>104,302</td>
<td>3.30</td>
<td>&gt; 10.0 days average estimated.</td>
</tr>
<tr>
<td>0222</td>
<td>Vacation</td>
<td>134,048</td>
<td>4.25</td>
<td>&gt; 9. days average estimated.</td>
</tr>
<tr>
<td>0223</td>
<td>Liability Differential</td>
<td>1,000</td>
<td>0.03</td>
<td>&gt; Allows for net changes to release time liability.</td>
</tr>
<tr>
<td></td>
<td><strong>SUB-TOTAL</strong></td>
<td>$355,241</td>
<td>11.25</td>
<td></td>
</tr>
<tr>
<td><strong>OTHER BENEFITS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0230</td>
<td>FICA</td>
<td>$239,989</td>
<td>7.60</td>
<td>&gt; Includes benefits for all staff.</td>
</tr>
<tr>
<td>0231</td>
<td>Health/Life Insurance</td>
<td>617,780</td>
<td>19.56</td>
<td>&gt; For employees working 30 hours or more.</td>
</tr>
<tr>
<td>0232</td>
<td>Worker's Compensation</td>
<td>49,733</td>
<td>1.57</td>
<td>&gt; Includes benefits for all staff.</td>
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<tr>
<td>0234</td>
<td>Retirement Program</td>
<td>125,264</td>
<td>3.97</td>
<td>&gt; Includes benefits for all staff.</td>
</tr>
<tr>
<td>0234</td>
<td>Retirement Program</td>
<td>9,450</td>
<td>0.30</td>
<td>&gt; Includes benefits for all staff.</td>
</tr>
<tr>
<td>0235</td>
<td>Disability Insurance</td>
<td>0.00</td>
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<tr>
<td>0236</td>
<td>Longevity Pay Benefit</td>
<td>14,088</td>
<td>0.45</td>
<td>&gt; $3.00 each month of tenure (eligibility beginning on the 37th month).</td>
</tr>
<tr>
<td></td>
<td><strong>SUB-TOTAL</strong></td>
<td>$1,056,304</td>
<td>33.45</td>
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</tr>
<tr>
<td>0212</td>
<td>Less: Current Period Over Allocation</td>
<td>(85,380)</td>
<td>-2.70</td>
<td>&gt; FY ’17 Anticipated Over-Allocation.</td>
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<tr>
<td></td>
<td><strong>SUB-TOTAL</strong></td>
<td>$1,033,321</td>
<td>32.72</td>
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<tr>
<td></td>
<td><strong>TOTAL BENEFIT PROGRAM COST</strong></td>
<td>$1,388,562</td>
<td>43.97</td>
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</tr>
</tbody>
</table>

**BASIS FOR ALLOCATION OF BENEFIT COSTS**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gross Salaries</td>
<td>$3,157,690</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
<td>Less: Release Time</td>
<td>355,241</td>
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**CHARGEABLE SALARIES**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,802,449</td>
<td></td>
</tr>
</tbody>
</table>

**BENEFIT RATE CALCULATION**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employee Benefits</td>
<td>1,388,562</td>
</tr>
<tr>
<td></td>
<td>Div by: Chargeable Salaries</td>
<td>2,802,449</td>
</tr>
<tr>
<td></td>
<td><strong>BUDGETED BENEFIT RATE</strong></td>
<td>49.5</td>
</tr>
</tbody>
</table>

Release Time Rate (for calculation): 0.1125
Benefit Rate (for calculation): 49.5
Certificate of Indirect Costs

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

1. All costs included in this proposal as of September 30, 2017, to establish billing or final indirect costs rates for fiscal year 2018 are allowable in accordance with the requirements of the Federal awards to which they apply and the provisions of 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. Unallowable costs have been adjusted for in allocating costs as indicated in the indirect cost proposal.

2. All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Government Unit: Ark-Tex Council of Governments

Signature: 

Name of Official: Melinda Tickle

Title: Finance Manager

Date of Execution: September 30, 2017
## FY 2018 Membership Dues

<table>
<thead>
<tr>
<th>MEMBER POPULATION</th>
<th>FY '17 DUES</th>
<th>% OF AG TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BOWIE COUNTY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DeKalb</td>
<td>1,699</td>
<td>340</td>
</tr>
<tr>
<td>Hooks</td>
<td>2,769</td>
<td>554</td>
</tr>
<tr>
<td>Leary</td>
<td>495</td>
<td>100</td>
</tr>
<tr>
<td>Maud</td>
<td>1,056</td>
<td>211</td>
</tr>
<tr>
<td>Nash</td>
<td>2,960</td>
<td>592</td>
</tr>
<tr>
<td>New Boston</td>
<td>4,550</td>
<td>910</td>
</tr>
<tr>
<td>Red Lick</td>
<td>1,008</td>
<td>202</td>
</tr>
<tr>
<td>Redwater</td>
<td>1,057</td>
<td>211</td>
</tr>
<tr>
<td>Texarkana, Texas</td>
<td>36,411</td>
<td>7,282</td>
</tr>
<tr>
<td>Wake Village</td>
<td>5,492</td>
<td>1,098</td>
</tr>
<tr>
<td><strong>Sub-Total Member Cities</strong></td>
<td>57,497</td>
<td>11,499</td>
</tr>
<tr>
<td>Bowie County (Net)</td>
<td>35,068</td>
<td>5,260</td>
</tr>
<tr>
<td>Texarkana College</td>
<td>100</td>
<td>0.2%</td>
</tr>
<tr>
<td>Texarkana ISD</td>
<td>100</td>
<td>0.2%</td>
</tr>
<tr>
<td>Liberty-Eylau ISD</td>
<td>100</td>
<td>0.2%</td>
</tr>
<tr>
<td>TexAmerica Center</td>
<td>100</td>
<td>0.2%</td>
</tr>
<tr>
<td><strong>TOTAL COUNTY</strong></td>
<td>92,565</td>
<td>17,160</td>
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<tr>
<td><strong>CASS COUNTY</strong></td>
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</tr>
<tr>
<td>Atlanta</td>
<td>5,675</td>
<td>1,135</td>
</tr>
<tr>
<td>Avinger</td>
<td>444</td>
<td>100</td>
</tr>
<tr>
<td>Bloomburg</td>
<td>404</td>
<td>100</td>
</tr>
<tr>
<td>Domino</td>
<td>93</td>
<td>100</td>
</tr>
<tr>
<td>Hughes Springs</td>
<td>1,760</td>
<td>352</td>
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<td>Linden</td>
<td>1,998</td>
<td>400</td>
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<tr>
<td>Queen City</td>
<td>1,476</td>
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<td><strong>Sub-Total Member Cities</strong></td>
<td>11,850</td>
<td>2,482</td>
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<tr>
<td>Cass County (Net)</td>
<td>18,614</td>
<td>2,792</td>
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<td>Good Shepard Medical Center</td>
<td>100</td>
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<tr>
<td><strong>TOTAL COUNTY</strong></td>
<td>30,464</td>
<td>5,374</td>
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<tr>
<td><strong>DELTA COUNTY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooper</td>
<td>1,969</td>
<td>394</td>
</tr>
<tr>
<td><strong>Sub-Total Member Cities</strong></td>
<td>1,969</td>
<td>394</td>
</tr>
<tr>
<td>Delta County (Net)</td>
<td>3,262</td>
<td>489</td>
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<tr>
<td>Delta County MUD</td>
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<tr>
<td><strong>TOTAL COUNTY</strong></td>
<td>5,231</td>
<td>983</td>
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</table>
## APPENDIX I

### FY 2018 Membership Dues

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>2010 POPULATION</th>
<th>FY '17 DUES</th>
<th>% OF AG TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL</td>
<td>MEMBER</td>
<td></td>
</tr>
<tr>
<td>FRANKLIN COUNTY</td>
<td>10,605</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt. Vernon</td>
<td></td>
<td>2,662</td>
<td>532</td>
</tr>
<tr>
<td>Sub-Total Member Cities</td>
<td></td>
<td>2,662</td>
<td>532</td>
</tr>
<tr>
<td>Franklin County (Net)</td>
<td></td>
<td>7,943</td>
<td>1,191</td>
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<td>Franklin County Water District</td>
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<tr>
<td>TOTAL COUNTY</td>
<td>10,605</td>
<td>1,823</td>
<td>3.0%</td>
</tr>
<tr>
<td>HOPKINS COUNTY</td>
<td>35,161</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Como</td>
<td></td>
<td>702</td>
<td>140</td>
</tr>
<tr>
<td>Cumby</td>
<td></td>
<td>777</td>
<td>155</td>
</tr>
<tr>
<td>Sulphur Springs</td>
<td></td>
<td>15,449</td>
<td>3,090</td>
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<tr>
<td>Sub-Total Member Cities</td>
<td></td>
<td>16,928</td>
<td>3,385</td>
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<tr>
<td>Hopkins County (Net)</td>
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<td>N.E. TX. Rural Rail District</td>
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<tr>
<td>TOTAL COUNTY</td>
<td>35,161</td>
<td>6,420</td>
<td>10.5%</td>
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<tr>
<td>LAMAR COUNTY</td>
<td>49,793</td>
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<tr>
<td>Blossom</td>
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<td>1,494</td>
<td>299</td>
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<td>Deport</td>
<td></td>
<td>578</td>
<td>116</td>
</tr>
<tr>
<td>Paris</td>
<td></td>
<td>25,171</td>
<td>5,034</td>
</tr>
<tr>
<td>Reno</td>
<td></td>
<td>3,166</td>
<td>633</td>
</tr>
<tr>
<td>Roxton</td>
<td></td>
<td>650</td>
<td>130</td>
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<tr>
<td>Sub-Total Member Cities</td>
<td></td>
<td>31,059</td>
<td>6,212</td>
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<tr>
<td>Lamar County (Net)</td>
<td></td>
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<td>2,810</td>
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<tr>
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<tr>
<td>Northeast Texas RC &amp; D</td>
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<tr>
<td>North Lamar ISD</td>
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</tr>
<tr>
<td>Paris ISD</td>
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<td>Paris Junior College</td>
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<td>Chisum ISD</td>
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<td>100</td>
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<tr>
<td>TOTAL COUNTY</td>
<td>49,793</td>
<td>9,622</td>
<td>15.8%</td>
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</table>
# FY 2018 Membership Dues

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>2010 POPULATION</th>
<th>FY '17 DUES</th>
<th>% OF AG TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL</td>
<td>MEMBER</td>
<td></td>
</tr>
<tr>
<td>MORRIS COUNTY</td>
<td>12,934</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daingerfield</td>
<td>2,560</td>
<td>512</td>
<td>0.8%</td>
</tr>
<tr>
<td>Lone Star</td>
<td>1,581</td>
<td>316</td>
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<tr>
<td>Naples</td>
<td>1,378</td>
<td>276</td>
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<tr>
<td>Omaha</td>
<td>1,021</td>
<td>204</td>
<td>0.3%</td>
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<td>Sub-Total Member Cities</td>
<td>6,540</td>
<td>1,308</td>
<td>2.1%</td>
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<tr>
<td>Morris County (Net)</td>
<td>6,394</td>
<td>959</td>
<td>1.6%</td>
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<tr>
<td>Paul Pewitt ISD</td>
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<tr>
<td>Northeast Texas MWD</td>
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<tr>
<td>TOTAL COUNTY</td>
<td>12,934</td>
<td>2,467</td>
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<td>12,860</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annona</td>
<td>315</td>
<td>100</td>
<td>0.2%</td>
</tr>
<tr>
<td>Avery</td>
<td>482</td>
<td>100</td>
<td>0.2%</td>
</tr>
<tr>
<td>Bogata</td>
<td>1,153</td>
<td>231</td>
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<tr>
<td>Clarksville</td>
<td>3,285</td>
<td>657</td>
<td>1.1%</td>
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<tr>
<td>Detroit</td>
<td>732</td>
<td>146</td>
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<tr>
<td>Sub-Total Member Cities</td>
<td>5,967</td>
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<tr>
<td>Red River County (Net)</td>
<td>6,893</td>
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<tr>
<td>Avery ISD</td>
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<td></td>
<td>0.2%</td>
</tr>
<tr>
<td>Red River County SWCD</td>
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</tr>
<tr>
<td>Red River County WCID - No.1</td>
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<td></td>
<td>0.2%</td>
</tr>
<tr>
<td>Clarksville ISD</td>
<td>100</td>
<td></td>
<td>0.2%</td>
</tr>
<tr>
<td>TOTAL COUNTY</td>
<td>12,860</td>
<td>2,668</td>
<td>4.4%</td>
</tr>
<tr>
<td>TITUS COUNTY</td>
<td>32,334</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt. Pleasant</td>
<td>15,564</td>
<td>3,113</td>
<td>5.1%</td>
</tr>
<tr>
<td>Winfield</td>
<td>524</td>
<td>105</td>
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</tr>
<tr>
<td>Sub Total Member Cities</td>
<td>16,088</td>
<td>3,218</td>
<td>5.3%</td>
</tr>
<tr>
<td>Titus Country (Net)</td>
<td>16,246</td>
<td>2,437</td>
<td>4.0%</td>
</tr>
<tr>
<td>Titus County FWSD</td>
<td>100</td>
<td></td>
<td>0.2%</td>
</tr>
<tr>
<td>Mt. Pleasant ISD</td>
<td>100</td>
<td></td>
<td>0.2%</td>
</tr>
<tr>
<td>North East Texas Community College</td>
<td>100</td>
<td></td>
<td>0.2%</td>
</tr>
<tr>
<td>TOTAL COUNTY</td>
<td>32,334</td>
<td>5,955</td>
<td>9.8%</td>
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</table>
## FY 2018 Membership Dues

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>2010 POPULATION</th>
<th>FY '17 DUES</th>
<th>% OF AG TOTAL</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL</td>
<td>MEMBER</td>
<td></td>
</tr>
<tr>
<td>MILLER COUNTY, ARK.</td>
<td>43,462</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garland</td>
<td>242</td>
<td>100</td>
<td>0.2%</td>
</tr>
<tr>
<td>Texarkana, Arkansas</td>
<td>29,919</td>
<td>5,984</td>
<td>9.8%</td>
</tr>
<tr>
<td>Fouke</td>
<td>859</td>
<td>172</td>
<td>0.3%</td>
</tr>
<tr>
<td>Sub-Total Member Cities</td>
<td>31,020</td>
<td>6,256</td>
<td>10.3%</td>
</tr>
<tr>
<td>Miller County (Net)</td>
<td>12,442</td>
<td>1,866</td>
<td>3.1%</td>
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<tr>
<td>TOTAL COUNTY</td>
<td>43,462</td>
<td>8,122</td>
<td>13.3%</td>
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<tr>
<td>OTHER</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red River Appraisal District</td>
<td></td>
<td>100</td>
<td>0.2%</td>
</tr>
<tr>
<td>Red River Authority</td>
<td></td>
<td>100</td>
<td>0.2%</td>
</tr>
<tr>
<td>N.E. Tx. Reg. Advisory Council</td>
<td></td>
<td>100</td>
<td>0.2%</td>
</tr>
<tr>
<td>TOTAL OTHER</td>
<td></td>
<td>300</td>
<td>0.5%</td>
</tr>
<tr>
<td>AGENCY TOTAL</td>
<td>325,409</td>
<td>60,893</td>
<td>100.00%</td>
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</table>

Note: Current adopted ATCOG policy and agency bylaws prescribe a member dues rate of $0.20 per capita for municipalities, $0.15 per capita for counties, less population of member municipalities, with a minimum dues of $100.00 per member, including special purpose districts and other political subdivisions.
<table>
<thead>
<tr>
<th>LINE ITEM COST #</th>
<th>DESCRIPTION</th>
<th>TOTAL COST</th>
<th>%</th>
<th>DIRECT</th>
<th>INDIRECT</th>
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<td>$2,327,571</td>
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<td>1,153,268</td>
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<td>154,575</td>
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<td>Non-Staff Travel</td>
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<td>20,000</td>
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<td>Rent</td>
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<td>Rent/Field Office</td>
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<td>0.0</td>
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<td>0</td>
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<td>0451</td>
<td>Utilities/Field Office</td>
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<td>1,000</td>
<td>38,000</td>
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<td>0523</td>
<td>Insurance and Bonding</td>
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<td>Contracts (Services)</td>
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<td>NA</td>
<td>NA</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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<td><strong>$18,291,190</strong></td>
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<td>3</td>
<td>4</td>
<td>5</td>
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<td>------</td>
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<td>01</td>
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<td>30,124</td>
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<td>33,404</td>
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<td>63,614</td>
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<td>14</td>
<td>66,941</td>
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<td>70,536</td>
<td>72,406</td>
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<td>15</td>
<td>74,223</td>
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<td>80,282</td>
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<tr>
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<td>82,295</td>
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<td>86,715</td>
<td>89,013</td>
<td>91,371</td>
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<td>17</td>
<td>91,156</td>
<td>93,571</td>
<td>96,051</td>
<td>98,596</td>
<td>101,209</td>
</tr>
<tr>
<td>18</td>
<td>101,072</td>
<td>103,750</td>
<td>106,500</td>
<td>109,322</td>
<td>112,219</td>
</tr>
</tbody>
</table>

**ARK-TEX COUNCIL OF GOVERNMENTS**  
**FY 2018**  
**SALARY SCHEDULE**
THE ARK TEX COUNCIL OF GOVERNMENTS
FBP CAFETERIA PLAN
ARTICLE I. Introductory Provisions

ARK TEX COUNCIL OF GOVERNM FBP (“the Employer”) hereby amends and restates the ARK TEX COUNCIL OF GOVERNM FBP Cafeteria Plan (“the Plan”) effective as of October 01 2013. The Plan was originally effective October 01 2010. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is designed to allow an Eligible Employee to pay for his or her share of Contributions under one or more Insurance Plans on a pre-tax Salary Reduction basis.

This Plan is intended to qualify as a “cafeteria plan” under Code § 125 and the regulations issued thereunder. The terms of this document shall be interpreted to accomplish that objective.

Although reprinted within this document, the different components of this Plan shall be deemed separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed on such components by the Code.

ARTICLE II. Definitions

“Benefits” means the Premium Payment Benefits.

“Benefit Package Option” means a qualified benefit under Code § 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan).

“Change in Status” has the meaning described in Section 4.6.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.


“Contributions” means the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits.

“Committee” means the Benefits Committee (or the equivalent thereof) of ARK TEX COUNCIL OF GOVERNM FBP.

“Compensation” means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code § 132(f)(4) plan; but determined after (d) any salary deferral elections under any Code § 401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, “Compensation” generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence.

“Dental Insurance Benefits” means the Employee’s Dental Insurance Plan coverage for purposes of this Plan.

“Dental Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing dental benefits through a group.
insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Dependent” means any individual who is a tax dependent of the Participant as defined in Code § 152, with the following exceptions: (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component, and for purposes of the Health FSA Component), (1) a dependent is defined as in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and (2) any child to whom IRS Rev. Proc. 2-008-48 applies. Furthermore, notwithstanding anything in the foregoing that may be to the contrary, a “Dependent” shall also include for purposes of any accident or health coverage provided under this plan a child of a Participant who has not attained age 27 by the end of any given taxable year.

“Disability Insurance Benefits” means the Employee’s Disability Insurance Plan coverage for purposes of this Plan.

“Disability Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees providing benefits through either or both a short-term or long-term disability insurance policy or policies in the event the disability of a covered Participant. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Earned Income” means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity or pursuant to workers’ compensation.

“Effective Date” of this Plan has the meaning described in Article 1.

“Election Form/Salary Reduction Agreement” means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for Premium Payment Benefits. This form may be in either paper or electronic form at the Employer’s discretion in accordance with the procedures detailed in Article IV.

“Eligible Employee” means an Employee eligible to participate in this Plan, as provided in Section 3.1.

“Employee” means an individual that the Employer classifies as a common-law employee and who is on the Employer’s W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer’s W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any employee covered under a collective bargaining agreement; (d) any self-employed individual; (e) any partner in a partnership; (f) any more-than-2% shareholder in a Subchapter S corporation; or (g) a “seasonal employee” The term “Employee” does include “former Employees” for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

“Employer” means ARK TEX COUNCIL OF GOVERNM FBP, and any Related Employer that adopts this Plan with the approval of ARK TEX COUNCIL OF GOVERNM FBP. Related Employers that have adopted this Plan, if any, are listed in Appendix A of this Plan. However, for purposes of Articles XI and XIV and Section 15.3, “Employer” means only ARK TEX COUNCIL OF GOVERNM FBP.
“Employment Commencement Date” means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.


“FMLA” means the Family and Medical Leave Act of 1993, as amended.

“Health Insurance Benefits” means any insurance benefits providing medical or other health insurance coverage through a group insurance policy or policies.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“HMO” means the health maintenance organization Benefit Package Option under the Medical Insurance Plan.

“Hospital Indemnity Benefits” means the Employee’s Hospital Indemnity Plan coverage for purposes of this Plan.

“Hospital Indemnity Plan(s)” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain indemnity benefits in the event of hospitalization or other similar medical event through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“HRA” means a health reimbursement arrangement as defined in IRS Notice 2002-45.

“Insurance Benefits” means benefits offered through the Insurance Plans.

“Insurance Plan(s)” means a plan or plans offering benefits through a group insurance policy or policies.

“Medical Insurance Benefits” means the Employee’s Medical Insurance Plan coverage for purposes of this Plan.

“Medical Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group insurance policy or policies (with HMO and PPO options). The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Open Enrollment Period” with respect to a Plan Year means any period before the beginning of the Plan Year that may be prescribed by the Administrator as the period of time in which Employees who will be Eligible Employees at the beginning of the Plan Year may elect benefits.

“Participant” means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Medical Insurance Benefits and (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Medical Insurance Plan.

“Period of Coverage” means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.

“Plan” means the ARK TEX COUNCIL OF GOVERNMENT FBP Cafeteria Plan as set forth herein and as amended from
“Plan Administrator” means the ARK TEX COUNCIL OF GOVERNM FBP Human Resources Manager or the equivalent thereof for ARK TEX COUNCIL OF GOVERNM FBP, who has the full authority to act on behalf of the Plan Administrator, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 13.1.

“Plan Year” means the 12-month period commencing October 01 2015 and ending on September 30 2016, except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

“PPO” means the preferred provider organization Benefit Package Option under the Medical Insurance Plan.

“Premium Payment Benefits” means the Premium Payment Benefits that are paid for on a pre-tax Salary Reduction basis as described in Section 6.1.

“Premium Payment Component” means the Component of this Plan described in Article VI.

“QMCSO” means a qualified medical child support order, as defined in ERISA § 609(a).

“Related Employer” means any employer affiliated with ARK TEX COUNCIL OF GOVERNM FBP that, under Code § 414(b), § 414(c), or § 414(m), is treated as a single employer with ARK TEX COUNCIL OF GOVERNM FBP for purposes of Code § 125(g)(4).

“Salary Reduction” means the amount by which the Participant’s Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable Component, before any applicable state and/or federal taxes have been deducted from the Participant’s Compensation (i.e., on a pre-tax basis).

“Specified Disease or Illness Insurance Benefits” means the Employee’s Specified Disease or Illness Insurance Plan coverage for purposes of this Plan.

“Specified Disease or Illness Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain benefits with regard to a particular critical illness or illnesses (e.g., a “cancer policy” or the like) through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Spouse” means an individual who is treated as a spouse for federal tax purposes.

“Vision Insurance Benefits” means the Employee’s Vision Insurance Plan coverage for purposes of this Plan.

“Vision Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing vision benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

ARTICLE III. Eligibility and Participation
3.1 Eligibility to Participate

An individual is eligible to participate in this Plan if the individual: (a) is an Employee; (b) is working 30 hours or more per week; and (c) has been employed by the Employer for a consecutive period of 0 days, counting his or her Employment Commencement Date as the first such day. Eligibility for Premium Payment Benefits may also be subject to the additional requirements, if any, specified in the Medical Insurance Plan. Once an Employee has met the Plan’s eligibility requirements, the Employee may elect coverage effective the first day of the next calendar month, in accordance with the procedures described in Article IV.

3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

• the termination of this Plan; or
• the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits.

Termination of participation in this Plan will automatically revoke the Participant’s elections. The Medical Insurance Benefits will terminate as of the date specified in the Medical Insurance Plan.

3.3 Participation Following Termination of Employment or Loss of Eligibility

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Medical Insurance Plan (here, major medical insurance) is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

3.4 FMLA Leaves of Absence

(a) Health Benefits. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant’s Health Insurance Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require participants to continue all Health Insurance Benefits coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are required to continue coverage). If so, the Participant’s share of the Contributions shall be paid by the method normally used during any paid leave (for instance, on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Health Insurance Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:
• with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
• with pre-tax dollars, by having such amounts withheld from the Participant’s ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
• under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold “catch-up” amounts from the Participant’s Compensation on a pre-tax or after-tax basis) upon the Participant’s return.

If the Employer requires all Participants to continue Health Insurance Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant’s required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant’s Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant’s Health Insurance Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical Insurance Benefits upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Health Insurance Benefits coverage terminated during the leave to be reinstated in such coverage upon return from such leave, provided that Participants who return from a period of unpaid leave, non-FMLA leave are required to be reinstated in such coverage.

(b) Non-Health Benefits. If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits is to be determined by the Employer’s policy for providing such Benefits when the Participant is on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant’s Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.

3.5 Non-FMLA Leaves of Absence If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules detailed in Article IV will apply.

ARTICLE IV. Method and Timing of Elections; Irrevocability of Elections

4.1 Elections When First Eligible

Unless an Employee who becomes an Eligible Employee mid-Plan Year informs the Employer in writing (or in an electronic form accepted by Employer) that he or she does not want to be enrolled in any benefits under the Plan, such Employee will be automatically enrolled in the benefits on the first day of the month after the eligibility requirements have been satisfied.

Benefits shall be subject to the additional requirements, if any, specified in the Medical Insurance Plan. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in any Insurance Plans.

4.2 Elections During Open Enrollment Periods
During each Open Enrollment Period with respect to a Plan Year, the Plan Administrator shall provide an Election Form/Salary Reduction Agreement to each Employee who is eligible to participate in this Plan. The Election Form/Salary Reduction Agreement shall enable the Employee to elect to participate in the various Components of this Plan for the next Plan Year and to authorize the necessary Salary Reductions to pay for the Benefits elected. The Election Form/Salary Reduction Agreement must be returned to the Plan Administrator on or before the last day of the Open Enrollment Period, and it shall become effective on the first day of the next Plan Year. If an Eligible Employee fails to return the Election Form/Salary Reduction Agreement during the Open Enrollment Period, then the Employee may not elect any Benefits under this Plan until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described in Article IV.

The Employer reserves the right, within its discretion, to allow or require any or all of the election procedures detailed in this Article 4.2 to be performed electronically.

4.3 Failure of Eligible Employee to File an Election Form/Salary Reduction Agreement

If an Eligible Employee fails to file an Election Form/Salary Reduction Agreement within the time period described in Section 4.2, then the Employee may not elect any Benefits under the Plan (a) until the next Open Enrollment Period; or (b) until an event occurs that would justify a mid-year election change, as described in Article IV. If an Employee who fails to file an Election Form/Salary Reduction Agreement is eligible for Medical Insurance Benefits and has made an effective election for such Benefits, then the Employee’s share of the Contributions for such Benefits will be paid with after-tax dollars outside of this Plan until such time as the Employee files, during a subsequent Open Enrollment Period (or after an event occurs that would justify a mid-year election change as described in Article IV), a timely Election Form/Salary Reduction Agreement to elect Premium Payment Benefits. Until the Employee files such an election, the Employer’s portion of the Contribution will also be paid outside of this Plan.

4.4 Irrevocability of Elections

Unless an exception applies (as described in this Article IV), a Participant’s election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

Unless otherwise noted in this section, a Participant’s election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

• Participation in this Plan;
• Salary Reduction amounts; or
• election of particular Benefit Package Options.

4.5 Procedure for Making New Election If Exception to Irrevocability Applies

(a) Timeframe for Making New Election. A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 4.6 or 4.7, as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event and if the election is made within any specified time period (e.g., for Sections 4.7(d) through 4.7(j), within 30 days after the events described in such Sections unless otherwise required by law). Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent’s losing dependent status) that results in a beneficiary becoming ineligible for coverage under the Medical Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.

(b) Effective Date of New Election. Elections made pursuant to this Section 4.5 shall be effective for the balance of the
Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 4.7(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that the coverage in the applicable Benefit Package Option commences later).

4.6 Change in Status Defined

Participant may make a new election upon the occurrence of certain events as described in Section 4.7, including a Change in Status, for the applicable Component. “Change in Status” means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

(a) Legal Marital Status. A change in a Participant’s legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;

(b) Number of Dependents. Events that change a Participant’s number of Dependents, including birth, death, adoption, and placement for adoption;

(c) Employment Status. Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual’s status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;

(d) Dependent Eligibility Requirements. An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, or any similar circumstance; and

(e) Change in Residence. A change in the place of residence of the Participant or his or her Spouse or Dependents.

4.7 Events Permitting Exception to Irrevocability Rule

A Participant may change an election as described below upon the occurrence of the stated events for the applicable Component of this Plan:

(a) Open Enrollment Period. A Participant may change an election during the Open Enrollment Period.

(b) Termination of Employment. A Participant’s election will terminate under the Plan upon termination of employment in accordance with Sections 3.2 and 3.3, as applicable.

(c) Leaves of Absence. A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.

(d) Change in Status. A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 4.6), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse’s or Dependent’s employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse’s or Dependent’s employer includes a
Change in Status that results in an increase or decrease in the number of an Employee’s family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

(1) Loss of Spouse or Dependent Eligibility; Special COBRA Rules. For a Change in Status involving a Participant’s divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent’s ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer’s plan (and the Participant remains a Participant under this Plan in accordance with Section 3.2), then the Participant may increase his or her election to pay for such coverage (this rule does not apply to a Participant’s Spouse who becomes eligible for COBRA or similar coverage as a result of divorce, annulment, or legal separation).

(2) Gain of Coverage Eligibility Under Another Employer’s Plan. For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant’s Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse’s or Dependent’s employer’s plan. The Plan Administrator may rely on a Participant’s certification that the Participant has obtained or will obtain coverage under the Spouse’s or Dependent’s employer’s plan, unless the Plan Administrator has reason to believe that the Participant’s certification is incorrect.

(e) HIPAA Special Enrollment Rights. If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code § 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including, when required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances:

• a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because: (1) the coverage was provided under COBRA and the COBRA coverage was exhausted; or (2) the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; or

• a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

For purposes of this Section 4.7(e), the term “loss of eligibility” includes (but is not limited to) loss of eligibility due to legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction of hours, or any loss of eligibility for coverage that is measured with reference to any of the foregoing; loss of coverage offered through an HMO that does not provide benefits to individuals who do not reside, live, or work in the service area because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and in the case of HMO coverage in the group market, no other benefit package is available to the individual; a situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; and a situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual.

(f) Certain Judgments, Decrees and Orders. If a judgment, decree, or order (collectively, an “Order”) resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health
coverage (including an election for Health FSA Benefits) for a Participant’s child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant’s Spouse or former Spouse) provide coverage under that individual’s plan and such coverage is actually provided.

(g) Medicare and Medicaid. If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

(h) Change in Cost. For purposes of this Section 4.7(h), “similar coverage” means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage.

(1) Increase or Decrease for Insignificant Cost Changes. Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees’ elective contributions on a prospective basis.

(2) Significant Cost Increases. If the Plan Administrator determines that the cost charged to an Employee of a Participant’s Benefit Package Option(s) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in his or her elective contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage; or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

(3) Significant Cost Decreases. If the Plan Administrator determines that the cost of any Benefit Package Option significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package Option may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost Medical Insurance Plan; or (c) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

(i) Change in Coverage. The definition of “similar coverage” under Section 12.4(h) applies also to this Section 12.4(i).

(1) Significant Curtailment. If coverage is “significantly curtailed” (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a “Loss of Coverage” (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is “significant,” and whether a Loss of Coverage has occurred.
(a) Significant Curtailment Without Loss of Coverage. If the Plan Administrator determines that a Participant’s coverage under a Benefit Package Option under this Plan (or the Participant’s Spouse’s or Dependent’s coverage under his or her employer’s plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage. Coverage under a plan is deemed to be “significantly curtailed” only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

(b) Significant Curtailment With a Loss of Coverage. If the Plan Administrator determines that a Participant’s Benefit Package Option coverage under this Plan (or the Participant’s Spouse’s or Dependent’s coverage under his or her employer’s plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) Definition of Loss of Coverage. For purposes of this Section 4.7(i)(1), a “Loss of Coverage” means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

   • a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);

   • a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or

   • any other similar fundamental loss of coverage.

(2) Addition or Significant Improvement of a Benefit Package Option. If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) Loss of Coverage Under Other Group Health Coverage. A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children’s health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) Change in Coverage Under Another Employer Plan. A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse’s or Dependent’s employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan
permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant’s Spouse during his or her employer’s open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance. A Participant entitled to change an election as described in this Section 4.7 must do so in accordance with the procedures described in Section 4.5.

(j) Revocation Due to Reduction in Hours

A Participant may revoke his or her Major Medical coverage, along with that of any related individuals, if the Participant experiences a reduction of hours such that he or she will be reasonably expected to work fewer than 30 hours a week on a regular basis and the Participant intends to enroll, along with any such related individuals, in another plan no later than the first day of the second full month following the revocation.

(k) Revocation of Coverage for Purposes of Enrolling in Marketplace Coverage

A Participant may revoke his or her Major Medical coverage if he or she is seeking to enroll, along with any related individuals who cease coverage due to such revocation, in Marketplace coverage (either during the Marketplace’s annual open enrollment period or during a special enrollment period) immediately after the revoked coverage ends.

(l) CHIP Special Enrollment Rights

Notwithstanding anything else in this document to the contrary, special enrollment rights shall be made available as a result of a loss of eligibility for Medicaid or for coverage under a state children’s health insurance program (SCHIP) or as a result of eligibility for a state premium assistance subsidy under the plan from Medicaid or SCHIP.

4.8 ***Reserved***

4.9 Election Modifications Required by Plan Administrator

The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code’s nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer’s qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered

When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect Premium Payment Benefits, as described in Article VI.

5.2 Employer and Participant Contributions
(a) Employer Contributions. For Participants who elect Insurance Benefits described in Article VI, the Employer may contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees and/or on the Election Form/Salary Reduction Agreement.

(b) Participant Contributions. Participants who elect any of the Medical Insurance Benefits described in Article VI may pay for the cost of that coverage on a pre-tax Salary Reduction basis, or with after-tax deductions, by completing an Election Form/Salary Reduction Agreement.

5.3 Using Salary Reductions to Make Contributions

(a) Salary Reductions per Pay Period. The Salary Reduction for a pay period for a Participant is, for the Benefits elected, (1) an amount equal to the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment Benefits; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate).

(b) Considered Employer Contributions for Certain Purposes. Salary Reductions are applied by the Employer to pay for the Participant’s share of the Contributions for the Premium Payment Benefits are considered to be Employer contributions.

(c) Salary Reduction Balance Upon Termination of Coverage. If, as of the date that any elected coverage under this Plan terminates, a Participant’s year-to-date Salary Reductions exceed or are less than the Participant’s required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

(d) After-Tax Contributions for Premium Payment Benefits. For those Participants who elect to pay their share of the Contributions for any of the Medical Insurance Benefits with after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.

5.4 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf. The maximum contribution that may be made under this Plan for a Participant is the total of the maximums that may be elected as Employer and Participant Contributions for Premium Payment Benefits, as described in Section 6.2.

ARTICLE VI. Premium Payment Component

6.1 Benefits

The only Insurance Benefits that are offered under the Premium Payment Component are benefits under the Medical, Dental, Vision, Accident, Bridge, Disability, Hospital Indemnity, Specific Disease or Condition Insurance Plan(s). Notwithstanding any other provision in these Plan(s), these benefits are subject to the terms and conditions of the
Insurance Plan(s), and no changes can be made with respect to such Insurance Benefits under this Plan (such as mid-year changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can (a) elect benefits under the Premium Payment Component by electing to pay for his or her share of the Contributions for Medical Insurance Benefits on a pretax Salary Reduction basis (Premium Payment Benefits); or (b) elect no benefits under the Premium Payment Component and to pay for his or her share of the Contributions, if any, for Medical Insurance Benefits with after-tax deductions outside of this Plan. Unless an exception applies (as described in Article IV), such election is irrevocable for the duration of the Period of Coverage to which it relates.

The Employer may at its discretion offer cash in lieu of benefits for Participants who do not choose Insurance Benefits.

6.2 Contributions for Cost of Coverage

The annual Contribution for a Participant’s Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

6.3 Insurance Benefits Provided Under Insurance Plans

Insurance Benefits will be provided by the Insurance Plans, not this Plan. The types and amounts of Insurance Benefits, the requirements for participating in the Insurance Plans, and the other terms and conditions of coverage and benefits of the Insurance Plans are set forth in the Insurance Plans. All claims to receive benefits under the Insurance Plans shall be subject to and governed by the terms and conditions of the Insurance Plans and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

6.4 Health Insurance Benefits; COBRA

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Health Insurance Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Health Insurance Plan(s) the day before the qualifying event for the periods prescribed by COBRA.

Such continuation coverage shall be subject to all conditions and limitations under COBRA. Contributions for COBRA coverage for Health Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in hours; or (b) because the Employee’s Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health Insurance Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

ARTICLES VII. – XII. ***RESERVED***

ARTICLE XIII. Appeals Procedure

13.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, then claims shall be administered in
accordance with the claims procedure set forth in the summary plan description for this Plan. The Committee acts on behalf of the Plan Administrator with respect to appeals.

13.2 Claims Procedures for Insurance Benefits

Claims and reimbursement for Insurance Benefits shall be administered in accordance with the claims procedures for the Insurance Benefits, as set forth in the plan documents and/or summary plan description(s) for the Insurance Plan(s).

ARTICLE XIV. Recordkeeping and Administration

14.1 Plan Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

14.2 Powers of the Plan Administrator

The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

(a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 14.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 13.1);

(b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;

(c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;

(d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;

(e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;

(f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;

(g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;

(h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
(i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and

(i) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

14.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

14.4 ***Reserved***

14.5 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

14.6 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

14.7 Bonding

The Plan Administrator shall be bonded to the extent required by ERISA.

14.8 Insurance Contracts

The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts at its discretion. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

14.9 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

14.10 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to
the extent that it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE XV. General Provisions

15.1 ***Reserved***

15.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time. All Employees are considered to be employed at the will of the Employer.

15.3 Amendment and Termination

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any reason and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

15.4 Governing Law

This Plan shall be construed, administered, and enforced according to the laws of the State of Texas, to the extent not superseded by the Code, ERISA, or any other federal law.

15.5 Code and ERISA Compliance

It is intended that this Plan meet all applicable requirements of the Code, ERISA (if ERISA is applicable) and of all regulations issued thereunder. This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA (if ERISA is applicable), the provisions of the Code and ERISA (if ERISA is applicable) shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

15.6 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant’s gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

15.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.
15.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

15.9 Headings

The headings of the various Articles and Sections are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

15.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

15.11 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the ARK TEX COUNCIL OF GOVERNM FBP Salary Reduction Plan, ARK TEX COUNCIL OF GOVERNM FBP has caused this Plan to be executed in its name and on its behalf, on this 28th day of September, 2017.

By: __________________________________________________________

Its: __________________________________________________________
Amendment to the ARK TEX COUNCIL OF GOVERNM FBP Cafeteria Plan with Regard to Health Savings Accounts

Effective December 31 1969, the ARK TEX COUNCIL OF GOVERNM FBP Cafeteria Plan is amended as follows:

ARTICLE II is amended by adding the following:

“Benefits” can mean, according to the context used, either Premium Payment Benefits or HSA Benefits (in the form of Contributions to an HSA).

“Contributions” can mean, according to the context used, either 1) the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits or 2) contributions to a health savings account.

“Health Savings Account (HSA)” has the meaning provided in § 223 of the Code.

“High-Deductible Health Plan (HDHP)” has the meaning given in § 223 of the Code.

“Participant” means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Medical Insurance Benefits and/or elect to make HSA Contributions under this Plan, or (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Medical Insurance Plan.

ARTICLE IX is not “Reserved” but instead reads as follows:

ARTICLE IX. HSA Component

9.1 HSA Benefits

An Eligible Employee can elect to participate in the HSA Component by electing to pay the Contributions on a pre-tax Salary Reduction basis to the Employee’s HSA established and maintained outside the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited (this funding feature constitutes the HSA Benefits offered under this Plan). Any language in the document to the contrary notwithstanding, such election can be increased, decreased or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed.

9.2 Contributions for Cost of Coverage for HSA; Maximum Limits

The annual Contribution for a Participant’s HSA Benefits is equal to the annual benefit amount elected by the Participant. In no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant’s High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the Contribution is made.

An additional catch-up Contribution may be made for Participants who are age 55 or older.

In addition, the maximum annual Contribution shall be:
(a) reduced by any matching (or other) Employer Contribution, if any, made on the Participant’s behalf made under the Plan); and

(b) prorated for the number of months in which the Participant is an HSA-Eligible Individual.

9.3 ***Reserved***

9.4 Recording Contributions for HSA

As described in Section 9.6, the HSA is not an employer-sponsored employee benefit plan—it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA. The HSA trustee/custodian will be chosen by the Participant, not by the Employer. The Employer may, however, limit the number of HSA providers to whom it will forward contributions that the Employee makes via pre-tax Salary Reductions—such a list is not an endorsement of any particular HSA provider. The Plan Administrator will maintain records to keep track of HSA Contributions an Employee makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in an HSA.

9.5 Tax Treatment of HSA Contributions and Distributions

The tax treatment of the HSA (including contributions and distributions) is governed by Code § 223.

9.6 Trust/Custodial Agreement; HSA Not Intended to Be an ERISA Plan

HSA Benefits under this Plan consist solely of the ability to make Contributions to the HSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits (e.g., eligible medical expenses, claims procedures, etc.) will be provided by and are set forth in the HSA, not this Plan. The terms and conditions of each Participant’s HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefits plan. It is a savings account that is established and maintained by an HSA trustee/custodian outside this Plan to be used primarily for reimbursement of “qualified eligible medical expenses” as set forth in Code § 223(d)(2). The Employer has no authority or control over the funds deposited in a HSA. Even though this Plan may allow pre-tax Salary Reduction contributions to an HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising an amendment to the ARK TEX COUNCIL OF GOVERNM FBP Cafeteria Plan, ARK TEX COUNCIL OF GOVERNM FBP has caused this amendment to be executed in its name and on its behalf, on this 28th day of September, 2017.

By: __________________________________________________________

Its: __________________________________________________________
THE ARK TEX COUNCIL OF GOVERNMENTS
FBP CAFETERIA PLAN

SUMMARY PLAN DESCRIPTION
**Introduction**

ARK TEX COUNCIL OF GOVERNM FBP sponsors the ARK TEX COUNCIL OF GOVERNM FBP Cafeteria Plan (the "Cafeteria Plan") that allows eligible Employees to choose from a menu of different benefits paid for with pre-tax dollars. (Such plans are also commonly known as "salary reduction plans" or "Section 125 plans").

This Summary Plan Description ("SPD") describes the basic features of the Cafeteria Plan, how it generally operates and how Employees can gain the maximum advantage from it.

PLEASE NOTE: This SPD is for general informational purposes only. It does not describe every detail of the Cafeteria Plan. If there is a conflict between the Cafeteria Plan documents and this SPD, then the Cafeteria Plan documents will control.

**Cafeteria Plan**

**CAF Q-1. How do I pay for ARK TEX COUNCIL OF GOVERNM FBP benefits on a pre-tax basis?**

If you become eligible for the plan during the plan year, your Employer will automatically enroll you in the plan unless you indicate to your Employer in writing (or electronically) that you do not wish to be so enrolled.

For subsequent plan years, you may elect to pay for benefits on a pre-tax basis by entering an election with the Employer during the Open Enrollment Period. At the Employer’s option, this may be done with a traditional "paper" salary reduction agreement or it may be done in electronic form. Whatever medium is used, it shall be referred to as a Salary Reduction Agreement for purposes of this SPD.

When you pay for benefits on a pre-tax basis, you reduce your salary to pay for your share of the cost of coverage with pretax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes.

**Example CAF Q-1(a):** Sally is paid an annual salary of $30,000. Sally elects to pay for $2,000 worth of benefits for the Plan Year on a pre-tax basis. By doing so, she is electing to reduce her salary, and therefore also her taxable income, by $2,000 for the year to $28,000.

From then on, you must pay contributions for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

**Example CAF Q-1(b):** Using the same facts from Example Q-1(a), suppose Sally is paid 26 times a year (bi-weekly). Because she has elected $2,000 in benefits, she will have $76.92 deducted from each paycheck for the year ($2,000 divided by 26 paychecks equals $76.92).

**CAF Q-2. What benefits may be elected under the Cafeteria Plan?**

The Cafeteria Plan includes the following benefit plans:

The Premium Payment Component permits an Employee to pay for his or her share of contributions for insurance plans with pretax dollars. Under the ARK TEX COUNCIL OF GOVERNM FBP Cafeteria Plan, these benefits may include:
If you select any or all of these benefits, you will likely pay all or some of the contributions; the Employer may contribute some or no portion of them. The applicable amounts will be described in documents furnished separately to you as necessary from time to time.

The Employer may at its own discretion offer cash in lieu of benefits for participants who do not choose benefits. If the Employer does choose this option, participants will be informed through other communications.

CAF Q-3. Who can participate in the Cafeteria Plan?

Employees who are working 30 hours per week or more are eligible to participate in the Cafeteria Plan following 0 days of employment with the Employer, provided that the election procedures in CAF Q-5 are followed.

An "Employee" is any individual who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll.

Please note: "Employee" does not include the following:

(a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer;

(b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer;

(c) any employee covered under a collective bargaining agreement;

(d) any individual considered "self-employed" by the IRS because of an ownership interest in ARK TEX COUNCIL OF GOVERNM FBP;

or (e) a "seasonal employee."

CAF Q-4. What tax savings are possible under the Cafeteria Plan?

You may save both federal income tax and FICA (Social Security/Medicare) taxes by participating in the ARK TEX COUNCIL OF GOVERNM FBP Cafeteria Plan.

Example CAF Q4(a): Suppose Sally pays 15% in federal income taxes for the year. With an annual salary of $30,000, that could mean as much as $4,500 in federal income taxes, plus $2,295 in FICA taxes (calculated at 7.65% of income). But by electing $2,000 of cafeteria plan benefits for the year, Sally lowers her income by $2,000, meaning she is only taxed on $28,000. This comes out to $4,200 in income tax plus $2,142 in FICA tax. That's a $453 tax savings for the year.
(Caution: This example is intended to illustrate the general effect of “pre-taxing” benefits through a cafeteria plan. It does not take into account the effects of filing status, tax exemptions, tax deductions and other factors affecting tax liability. Furthermore, the amount of the contributions used in this example is not meant to reflect your actual contributions. It is also not intended to reflect specifically upon your particular tax situation. You are encouraged to consult with your accountant or other professional tax advisor with regard to your particular tax situation, especially with regard to state and local taxes.)

CAF Q-5. When does participation begin and end in the Cafeteria Plan?

After you satisfy the eligibility requirements, you can become a Participant on the first day of the next calendar month by electing benefits in a manner such as described in CAF Q-1. An eligible Employee who does not elect benefits will not be able to elect any benefits under the Cafeteria Plan until the next Open Enrollment Period (unless a “Change in Election Event” occurs, as explained in CAF Q-7).

An Employee continues to participate in the Cafeteria Plan until (a) termination of the Cafeteria Plan; or (b) the date on which the Participant ceases to be an eligible Employee (because of retirement, termination of employment, layoff, reduction of hours, or any other reason). However, for purposes of pre-taxing COBRA coverage for Health Insurance Benefits, certain Employees may be able to continue eligibility in the Cafeteria Plan for certain periods. See CAF Q-8 and CAF Q-12 for more information about this as information about how termination of participation affects your Benefits.

CAF Q-6. What is meant by "Open Enrollment Period" and "Plan Year"?

The "Open Enrollment Period" is the period during which you have an opportunity to participate under the Cafeteria Plan by electing to do so. (See Q-5.) You will be notified of the timing and duration of the Open Enrollment Period, which for any new Plan Year generally will occur during the quarter preceding the new Plan Year.

The Plan Year for the ARK TEX COUNCIL OF GOVERNM FBP Cafeteria Plan is the period beginning on October 01 2015 and ending on September 30 2016.

CAF Q-7. Can I change my elections under the Cafeteria Plan during the Plan Year?

Except in the case of HSA elections, you generally cannot change your election to participate in the Cafeteria Plan or vary the salary reduction amounts that you have selected during the Plan Year (this is known as the "irrevocability rule"). Of course, you can change your elections for benefits and salary reductions during the Open Enrollment Period, but those election changes will apply only for the following Plan Year.

However, there are several important exceptions to the irrevocability rule, many of which have to do with events in your personal or professional life that may occur during the Plan Year.

Here are the exceptions to the irrevocability rule:

1. Leaves of Absence

You may change an election under the Cafeteria Plan upon FMLA and non-FMLA leave only as described in CAF Q-14.

2. Change in Status.

If one or more of the following Changes in Status occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described in item 3 below). Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator, in its sole discretion and on a uniform and consistent basis,
determines are permitted under IRS regulations:

* a change in your legal marital status (such as marriage, death of a Spouse, divorce, legal separation, or annulment);
* a change in the number of your Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);
* any of the following events that change the employment status of you, your Spouse, or your Dependent and that affect benefits eligibility under a cafeteria plan (including this Cafeteria Plan) or other employee benefit plan of you, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; switching from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa); incurring a reduction or increase in hours of employment; or any other similar change that makes the individual become (or cease to be) eligible for a particular employee benefit;
* an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as an employee’s child covered as a dependent by an accident or health plan who turns 27 during the taxable year); or
* a change in your, your Spouse's, or your Dependent's place of residence.

3. Change in Status - Other Requirements.

If you wish to change your election based on a Change in Status, you must establish that the revocation is on account of and corresponds with the Change in Status. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine whether a requested change is on account of and corresponds with a Change in Status. As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects coverage eligibility.

In addition, you must satisfy the following specific requirements in order to alter your election based on that Change in Status:

* Loss of Spouse or Dependent Eligibility; Special COBRA Rules. For Health Insurance Benefits, a special rule governs which type of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment, or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent's ceasing to satisfy the eligibility requirements for coverage, you may elect only to cancel the accident or health benefits for the affected Spouse or Dependent. A change in election for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements would fail to correspond with that Change in Status.

However, if you, your Spouse, or your Dependent elects COBRA continuation coverage under the Employer's plan because you ceased to be eligible because of a reduction of hours or because your Dependent ceases to satisfy eligibility requirements for coverage, and if you remain a Participant under the terms of this Cafeteria Plan, then you may in certain circumstances be able to increase your contributions to pay for such coverage. See CAF Q-12.

* Gain of Coverage Eligibility Under Another Employer's Plan. For a Change in Status in which you, your Spouse, or your Dependent gains eligibility for coverage under another Employer's cafeteria plan (or qualified benefit plan) as a result of a change in your marital status or a change in your, your Spouse’s, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Cafeteria Plan would correspond with that Change in Status only if coverage for that individual becomes effective or is increased under the other Employer’s plan.

4. Special Enrollment Rights. In certain circumstances, enrollment for Health Insurance Benefits may occur outside the Open Enrollment Period, as explained in materials provided to you separately describing the Health Insurance Benefits. When a special enrollment right explained in those separate documents applies to your Medical Insurance Benefits, you may change your election under the Cafeteria Plan to correspond with the special enrollment right. Special enrollments may also be available as a result of a loss of eligibility for Medicaid or for coverage under a state children's health insurance program (SCHIP) or as a result of eligibility for a state premium assistance subsidy under the plan from
5. Certain Judgments, Decrees, and Orders. If a judgment, decree, or order from a divorce, separation, annulment, or custody change requires your child (including a foster child who is your Dependent) to be covered under the Health Insurance Benefits, you may change your election to provide coverage for the child. If the order requires that another individual (such as your former Spouse) cover the child, then you may change your election to revoke coverage for the child, provided that such coverage is, in fact, provided for the child.

6. Medicare or Medicaid. If you, your Spouse, or your Dependent becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid, then you may reduce or cancel that person's accident or health coverage under the Medical Insurance Plan. Similarly, if you, your Spouse, or your Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then you may elect to commence or increase that person's accident or health coverage.

7. Change in Cost. If the cost charged to you for your Health Insurance Benefits significantly increases during the Plan Year, then you may choose to do any of the following: (a) make a corresponding increase in your contributions; (b) revoke your election and receive coverage under another benefit package option (if any) that provides similar coverage, or elect similar coverage under the plan of your Spouse's employer; or (c) drop your coverage, but only if no other benefit package option provides similar coverage. Coverage under another employer plan, such as the plan of a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.) If the cost of Health Insurance significantly decreases during the Plan Year, then the Plan Administrator may permit the following election changes: (a) if you are enrolled in the benefit package option that has decreased in cost, you may make a corresponding decrease in your contributions; (b) if you are enrolled in another benefit package option (such as the HMO option under the Medical Insurance Plan), you may change your election on a prospective basis to elect the benefit package option that has decreased in cost (such as the PPO option under the Medical Insurance Plan); or (c) if you are otherwise eligible, you may elect the benefit package option that has decreased in cost on a prospective basis, subject to the terms and limitations of the benefit package option.

For insignificant increases or decreases in the cost of benefits, however, the Plan Administrator will automatically adjust your election contributions to reflect the minor change in cost.

The Plan Administrator generally will notify you of increases or decreases in the cost of Health Insurance benefits.

8. Change in Coverage. You may also change your election if one of the following events occurs:

* Significant Curtailment of Coverage. If your Health Insurance Benefits coverage is significantly curtailed without a loss of coverage (for example, when there is an increase in the deductible under the Medical Insurance Benefits), then you may revoke your election for that coverage and elect coverage under another benefit package option that provides similar coverage. (Coverage under a plan is significantly curtailed only if there is an overall reduction of coverage under the plan generally loss of one particular physician in a network does not constitute significant curtailment.) If your Health Insurance Benefits coverage is significantly curtailed with a loss of coverage (for example, if you lose all coverage under the option by reason of an overall lifetime or annual limitation), then you may either revoke your election and elect coverage under another benefit package option that provides similar coverage, elect similar coverage under the plan of your Spouse's employer, or drop coverage, but only if there is no option available under the plan that provides similar coverage. (The Plan Administrator generally will notify you of significant curtailments in Medical Insurance Benefits coverage.

*Addition or Significant Improvement of Cafeteria Plan Option. If the Cafeteria Plan adds a new option or significantly improves an existing option, then the Plan Administrator may permit Participants who are enrolled in an option other than the new or improved option to elect the new or improved option. Also, the Plan Administrator may permit eligible Employees to elect the new or improved option on a prospective basis, subject to limitations imposed by the applicable option.

*Loss of Other Group Health Coverage. You may change your election to add group health coverage for you, your Spouse, or your Dependent, if any of you loses coverage under any group health coverage sponsored by a governmental or educational institution (for example, a state children's health insurance program or certain Indian tribal
* Change in Election Under Another Employer Plan. You may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or a plan of your Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Cafeteria Plan permits you to make an election for a period of coverage (for example, the Plan Year) that is different from the period of coverage under the other cafeteria plan or qualified benefits plan, which it does.

For example, if an election to drop coverage is made by your Spouse during his or her Employer's open enrollment, you may add coverage under the Cafeteria Plan to replace the dropped coverage.

9. Intention or Need to Obtain Coverage though a Marketplace Established under the Affordable Care Act.

You may revoke your Health Insurance Benefits coverage mid-Plan Year if either one of the following applies:

* You are seeking to enroll yourself and any other related individuals in coverage to be obtained through a Marketplace.

* You have experienced a reduction of hours and reasonably expect to be working less than 30 hours for the foreseeable future and will seek coverage to be obtained through a Marketplace.

CAF Q-8. What happens if my employment ends during the Plan Year or I lose eligibility for other reasons?

If your employment with the Employer is terminated during the Plan Year, then your active participation in the Cafeteria Plan will cease and you will not be able to make any more contributions to the Cafeteria Plan for Insurance Benefits.

See CAF Q-12 for information on your right to continued or converted group health coverage after termination of your employment.

For purposes of pre-taxing COBRA coverage for Health Insurance Benefits, certain Employees may be able to continue eligibility in the Cafeteria Plan for certain periods. See CAF Q-12.

If you are rehired within the same Plan Year and are eligible for the Cafeteria Plan, then you may make new elections, provided that you are rehired more than 30 days after you terminated employment. If you are rehired within 30 days or less during the same Plan Year, then your prior elections will be reinstated.

If you cease to be an eligible Employee for reasons other than termination of employment, such as a reduction of hours, then you must complete the waiting period described in CAF Q-3 before again becoming eligible to participate in the Plan.

CAF Q-9. ***RESERVED***

CAF Q-10. How long will the Cafeteria Plan remain in effect?

Although the Employer expects to maintain the Cafeteria Plan indefinitely, it has the right to amend or terminate all or any part of the Cafeteria Plan at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Cafeteria Plan be amended accordingly.

CAF Q-11. What happens if my claim for benefits is denied?

Insurance Benefits

The applicable insurance company will decide your claim in accordance with its claims procedures. If your claim is
denied, you may appeal to the insurance company for a review of the denied claim. If you don't appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a prerequisite to bringing a suit in state or federal court). For more information about how to file a claim and for details regarding the medical insurance company's claims procedures, consult the claims procedure applicable under that plan or policy, as described in the plan document or summary plan description for the Insurance Plan.

**Appeals.**

If your claim is denied in whole or part, then you (or your authorized representative) may request review upon written application to the "Committee" (the Benefits Committee that acts on behalf of the Plan Administrator with respect to appeals). Your appeal must be made in writing within 180 days after your receipt of the notice that the claim was denied. If you do not appeal on time, you will lose the right to appeal the denial and the right to file suit in court. Your written appeal should state the reasons that you feel your claim should not have been denied. It should include any additional facts and/or documents that you feel support your claim. You will have the opportunity to ask additional questions and make written comments, and you may review (upon request and at no charge) documents and other information relevant to your appeal.

**Decision on Review.**

Your appeal will be reviewed and decided by the Committee or other entity designated in the Plan in a reasonable time not later than 60 days after the Committee receives your request for review. The Committee may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with your appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of a medical expert consulted in connection with your appeal will be provided. If the decision on review affirms the initial denial of your claim, you will be furnished with a notice of adverse benefit determination on review setting forth:

* the specific reason(s) for the decision on review;
* the specific Plan provision(s) on which the decision is based;
* a statement of your right to review (upon request and at no charge) relevant documents and other information;
* if an internal rule, guideline, protocol, or other similar criterion is relied on in making the decision on review, then a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request; and
* a statement of your right to bring suit under ERISA § 502(a) (where applicable).

**CAF Q-12. What is "Continuation Coverage" and how does it work?**

**COBRA**

If you have elect Health Insurance Benefits under this Plan, you may have certain rights to the continuation of such benefits after a "Qualifying Event" (e.g., a termination of employment). See Appendix B of this SPD for a detailed description of your rights to "continuation coverage" under COBRA.

**USERRA**

Continuation and reinstatement rights may also be available if you are absent from employment due to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). More information about coverage under USERRA is available from the Plan Administrator.

**CAF Q-13. How will participating in the Cafeteria Plan affect my Social Security and other benefits?**

Participating in the Cafeteria Plan will reduce the amount of your taxable income, which may result in a decrease in your...
Social Security benefits and/or other benefits which are based on taxable income. However, the tax savings that you realize through Cafeteria Plan participation will often more than offset any reduction in other benefits. If you are still unsure, you are encouraged to consult with your accountant or other tax advisor.

CAF Q-14. How do leaves of absence (such as under FMLA) affect my benefits?

FMLA Leaves of Absence.

If the Employer is subject to the federal Family and Medical Leave Act of 1993 and you go on a qualifying leave under the FMLA, then to the extent required by the FMLA your Employer will continue to maintain your Health Insurance Benefits on the same terms and conditions as if you were still active (that is, your Employer will continue to pay its share of the contributions to the extent that you opt to continue coverage). Your Employer may require you to continue all Medical Insurance Benefits coverage while you are on paid leave (so long as Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, on a pre-tax salary-reduction basis).

If you are going on unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued) and you opt to continue your Insurance Benefits, then you may pay your share of the contributions in one of three ways: (a) with after-tax dollars while on leave; (b) with pretax dollars to the extent that you receive compensation during the leave, or by pre-paying all or a portion of your share of the contributions for the expected duration of the leave on a pre-tax salary reduction basis out of your pre-leave compensation, including unused sick days and vacation days (to pre-pay in advance, you must make a special election before such compensation normally would be available to you (but note that prepayments with pre-tax dollars may not be used to pay for coverage during the next Plan Year); or (c) by other arrangements agreed upon by you and the Plan Administrator (for example, the Plan Administrator may pay for coverage during the leave and withhold amounts from your compensation upon your return from leave).

If your Employer requires all Participants to continue Insurance Benefits during the unpaid FMLA leave, then you may discontinue paying your share of the required contributions until you return from leave. Upon returning from leave, you must pay your share of any required contributions that you did not pay during the leave. Payment for your share will be withheld from your compensation either on a pre-tax or after-tax basis, depending on what you and the Plan Administrator agree to.

If your Health Insurance coverage ceases while you are on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter such Benefits, as applicable, upon return from such leave on the same basis as when you were participating in the Plan before the leave or as otherwise required by the FMLA. You may be required to have coverage for such Benefits reinstated so long as coverage for Employees on non-FMLA leave is required to be reinstated upon return from leave.

If you are commencing or returning from FMLA leave, then your election for non-health benefits provided under this Plan, if any, will be treated in the same way as under your Employer's policy for providing such Benefits for Participants on a non-FMLA leave (see below). If that policy permits you to discontinue contributions while on leave, then upon returning from leave you will be required to repay the contributions not paid by you during leave. Payment will be withheld from your compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and you or as the Plan Administrator otherwise deems appropriate.

Non-FMLA Leaves of Absence.

If you go on an unpaid leave of absence that does not affect eligibility, then you will continue to participate and the contribution due from you (if not otherwise paid by your regular salary reductions) will be paid by pre-payment before going on leave, with after-tax contributions while on leave, or with catch-up contributions after the leave ends, as determined by the Plan Administrator. If you go on an unpaid leave that does affect eligibility, then the Change in Status rules will apply.
Premium Payment Benefits

PREM Q-1. What are “Premium Payment Benefits”?

As described in CAF Q-1, if you elect Premium Payment Benefits you will be able to pay for your share of contributions for Insurance Benefits with pre-tax dollars by electing to do so. Because the share of the contributions that you pay will be with pre-tax funds, you may save both federal income taxes and FICA (Social Security) taxes. See Q-4.

PREM Q-2. How are my Premium Payment Benefits paid?

As described in CAF Q-1 and in PREM Q-1, if you select an Insurance Plan described in CAF Q-2, then you may be required to pay a portion of the contributions. When you complete the Election Form/Salary Reduction Agreement, if you elect to pay for benefits on a pre-tax basis you agree to a salary reduction to pay for your share of the cost of coverage (also known as contributions) with pre-tax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes. From then on, you must pay a contribution for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

The Employer may contribute all, some, or no portion of the Premium Payment Benefits that you have selected, as described in documents furnished separately to you from time to time.

Miscellaneous

MISC Q-1

What are my ERISA Rights?

The Cafeteria Plan is not an ERISA welfare benefit plan under the Employee Retirement Income Security Act of 1974 (ERISA). The SPDs of the various benefits components of the Plan will describe your rights under ERISA, if applicable, under that component.

Regardless, a participant in the Cafeteria Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all participants shall be entitled to:

* Examine, without charge, at the Plan Administrator's office and at other specified locations (such as worksites) all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
* Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies; and
* Receive a summary of the Plan's annual financial report, if any. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

COBRA and HIPAA Rights. You have a right to continue your Health Insurance Plan coverage for yourself if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the plan on the rules governing your COBRA continuation.
HIPAA Privacy Rights. Under another provision of HIPAA, group health plans are required to take steps to ensure that certain "protected health information" (PHI) is kept confidential. You may receive a separate notice from the Employer (or medical insurers) that outlines its health privacy policies.

Fiduciary Obligations. In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other participants.

No Discrimination. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

Right to Review. If your claim for a benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Enforcing Your Rights. Under ERISA, there are steps that you can take to enforce these rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive them, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored in whole or in part, then you may file suit in a state or federal court (but only if you have first filed your claim under the Plan's claims procedures and, if applicable, filed a timely appeal of any denial of your claim).

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

MISC Q-2. What other general information should I know?

This MISC Q-2 contains certain general information that you may need to know about the Plan.

Plan Information

Official Name of the Plan: ARK TEX COUNCIL OF GOVERNM FBP Cafeteria Plan

Plan Number: 501

Effective Date: October 01 2015.

Plan Year: October 01 2015 to September 30 2016. Your Plan's records are maintained on this period of time.
Type of Plan: Welfare plan providing various insurance benefits

Employer/Plan Sponsor Information

Name and Address:

ARK TEX COUNCIL OF GOVERNM FBP
PO BOX 5307
TEXARKANA, TX 75505

Federal employee tax identification number (EIN): 751293383

Plan Administrator Information

Name, Address, and business telephone number:

ARK TEX COUNCIL OF GOVERNM FBP
PO BOX 5307
TEXARKANA, TX 75505
Attention: Human Resources Manager
Telephone: 9038328636

Agent for Service of Legal Process

The name and address of the Plan's agent for service of legal process is:

ARK TEX COUNCIL OF GOVERNM FBP
PO BOX 5307
TEXARKANA, TX 75505
Attention: Benefits Committee

Qualified Medical Child Support Order

The Health Insurance Plans will provide benefits as required by any qualified medical child support order (QMCSO), as defined in ERISA § 609(a). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

Newborns' and Mothers' Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or to less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).
Appendix A

***Affiliated Employers***
Appendix B

COBRA CONTINUATION COVERAGE RIGHTS under the ARK TEX COUNCIL OF GOVERNMENT FBP Cafeteria Plan (the "Plan")

The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. PLEASE READ THE FOLLOWING CAREFULLY.

The ARK TEX COUNCIL OF GOVERNMENT FBP Cafeteria Plan has group health insurance components and you may be enrolled in one or more of these components. COBRA (and the description of COBRA coverage contained in this SPD) applies only to the group health plan benefits offered under the Plan and not to any other benefits offered under the Plan or by ARK TEX COUNCIL OF GOVERNMENT FBP. The Plan provides no greater COBRA rights than what COBRA requires - nothing in this SPD is intended to expand your rights beyond COBRA's requirements.

What Is COBRA Coverage?

COBRA coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed below in the section entitled "Who Is Entitled to Elect COBRA?"

COBRA coverage may become available to "qualified beneficiaries"

After a qualifying event occurs and any required notice of that event is properly provided to ARK TEX COUNCIL OF GOVERNMENT FBP, COBRA coverage must be offered to each person losing Plan coverage who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the Plan is lost because of the qualifying event. (Certain newborns, newly adopted children, and alternate recipients under QMCSOs may also be qualified beneficiaries. This is discussed in more detail in separate paragraphs below.)

Who Is Entitled to Elect COBRA?

We use the pronoun "you" in the following paragraphs regarding COBRA to refer to each person covered under the Plan who is or may become a qualified beneficiary.

Qualifying events for the covered employee

If you are an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because either one of the following qualifying events happens:

* your hours of employment are reduced; or
* your employment ends for any reason other than your gross misconduct.

Qualifying events for the covered spouse

If you are the spouse of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

* your spouse dies;
* your spouse's hours of employment are reduced;
* your spouse's employment ends for any reason other than his or her gross misconduct;
* you become divorced or legally separated from your spouse. Also, if your spouse (the employee) reduces or eliminates your group health coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a qualifying event for you even though your
coverage was reduced or eliminated before the divorce or separation.

**Qualifying events for dependent children**

If you are the dependent child of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

* your parent-employee dies;
* your parent-employee's hours of employment are reduced;
* your parent-employee's employment ends for any reason other than his or her gross misconduct;
* you stop being eligible for coverage under the Plan as a "dependent child."

**ELECTING COBRA AFTER LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Under special rules that apply if an employee does not return to work at the end of an FMLA leave, some individuals may be entitled to elect COBRA even if they were not covered under the Plan during the leave. Contact ARK TEX COUNCIL OF GOVERNM FBP for more information about these special rules.

**Special second election period for certain eligible employees who did not elect COBRA**

Certain employees and former employees who are eligible for federal trade adjustment assistance (TAA) or alternative trade adjustment assistance (ATAA) are entitled to a second opportunity to elect COBRA for themselves and certain family members (if they did not already elect COBRA) during a special second election period of 60 days or less (but only if the election is made within six months after Plan coverage is lost).

**When Is COBRA Coverage Available?**

When the qualifying event is the end of employment, reduction of hours of employment, or death of the employee, the Plan will offer COBRA coverage to qualified beneficiaries. You need not notify ARK TEX COUNCIL OF GOVERNM FBP of any of these qualifying events.

**Caution:**

You stop being eligible for coverage as dependent child whenever you fail to satisfy any part of the plan's definition of dependent child.

_You must notify the plan administrator of certain qualifying events by this deadline_

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), a COBRA election will be available to you only if you notify ARK TEX COUNCIL OF GOVERNM FBP in writing within 60 days after the later of (1) the date of the qualifying event; or (2) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event.

_No COBRA election will be available unless you follow the Plan's notice procedures and meet the notice deadline_

In providing this notice, you must use the Plan's form entitled "Notice of Qualifying Event Form" and you must follow the notice procedures specified in the section below entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to ARK TEX COUNCIL OF GOVERNM FBP during the 60-day notice period, YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.

**How to elect COBRA**
To elect COBRA, you must complete the Election Form that is part of the Plan's COBRA election notice and mail or hand-deliver it to ARK TEX COUNCIL OF GOVERNM FBP. An election notice will be provided to qualified beneficiaries at the time of a qualifying event. You may also obtain a copy of the Election Form from ARK TEX COUNCIL OF GOVERNM FBP.

**Deadline for COBRA election**

If mailed, your election must be postmarked (or if hand-delivered, your election must be received by the individual at the address specified on the Election Form) no later than 60 days after the date of the COBRA election notice provided to you at the time of your qualifying event (or, if later, 60 days after the date that Plan coverage is lost). IF YOU DO NOT SUBMIT A COMPLETED ELECTION FORM BY THIS DUE DATE, YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.

**Independent election rights**

Each qualified beneficiary will have an independent right to elect COBRA.

Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the Plan's COBRA election notice WILL LOSE HIS OR HER RIGHT TO ELECT COBRA COVERAGE.

**Special Considerations in Deciding Whether to Elect COBRA**

In considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage under the Plan ends because of one of the qualifying events listed above. You will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available to you.

**Length of COBRA Coverage**

COBRA coverage is a temporary continuation of coverage. The COBRA coverage periods described below are maximum coverage periods.

COBRA coverage can end before the end of the maximum coverage period for several reasons, which are described in the section below entitled "Termination of COBRA Coverage Before the End of the Maximum Coverage Period."

**Death, divorce, legal separation, or child's loss of dependent status**

When Plan coverage is lost due to the death of the employee, the covered employee's divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA coverage under the Plan's Medical and Dental components can last for up to a total of 36 months.

*If the covered employee becomes entitled to Medicare within 18 months before his or her termination of employment or reduction of hours.*

When Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage under the Plan's Medical and Dental components for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can last until up to 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight months before the date on which his employment terminates, COBRA coverage for his spouse and children who lost coverage as a result of his termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if the covered employee becomes entitled...
to Medicare within 18 months BEFORE the termination or reduction of hours.

Termination of employment or reduction of hours

Otherwise, when Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, COBRA coverage under the Plan's Medical and Dental components generally can last for only up to a total of 18 months.

Extension of Maximum Coverage Period

If the qualifying event that resulted in your COBRA election was the covered employee's termination of employment or reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify ARK TEX COUNCIL OF GOVERNMENT FBP of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage.

Disability extension of COBRA coverage

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify ARK TEX COUNCIL OF GOVERNMENT FBP in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was the covered employee's termination of employment or reduction of hours. The disability must have started at some time before the 61st day after the covered employee's termination of employment or reduction of hours and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months, as described above). Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

You must notify ARK TEX COUNCIL OF GOVERNMENT FBP of a qualified beneficiary's disability by this deadline

The disability extension is available only if you notify ARK TEX COUNCIL OF GOVERNMENT FBP in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

* the date of the Social Security Administration's disability determination;
* the date of the covered employee's termination of employment or reduction of hours; and

* the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours.

You must also provide this notice within 18 months after the covered employee's termination of employment or reduction of hours in order to be entitled to a disability extension.

No disability extension will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Disability Form" and you must follow the notice procedures specified in the section below entitled "Notice Procedures."

If these procedures are not followed or if the notice is not provided to ARK TEX COUNCIL OF GOVERNMENT FBP during the 60-day notice period and within 18 months after the covered employee's termination of employment or reduction of hours, then there will be no disability extension of COBRA coverage.

Second qualifying event extension of COBRA coverage
An extension of coverage will be available to spouses and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the covered employee's termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include the death of a covered employee, divorce or legal separation from the covered employee, or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a covered employee becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

You must notify ARK TEX COUNCIL OF GOVERNMENT FBP of a second qualifying event by this deadline

This extension due to a second qualifying event is available only if you notify ARK TEX COUNCIL OF GOVERNMENT FBP in writing of the second qualifying event within 60 days after the date of the second qualifying event.

No extension will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Second Qualifying Event Form" (you may obtain a copy of this form from ARK TEX COUNCIL OF GOVERNMENT FBP at no charge), and you must follow the notice procedures specified in the section below entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to ARK TEX COUNCIL OF GOVERNMENT FBP during the 60-day notice period, then there will be no extension of COBRA coverage due to a second qualifying event.

Termination of COBRA Coverage Before the End of the Maximum Coverage Period

COBRA coverage will automatically terminate before the end of the maximum period if:

* any required premium is not paid in full on time;
* a qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
* the employer ceases to provide any group health plan for its employees; or
* during a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all qualified beneficiaries, not just the disabled qualified beneficiary, will terminate).

COBRA coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving COBRA coverage (such as fraud).

You must notify ARK TEX COUNCIL OF GOVERNMENT FBP if a qualified beneficiary becomes entitled to Medicare or obtains other group health plan coverage

You must notify ARK TEX COUNCIL OF GOVERNMENT FBP in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part B, or both) or becomes covered under other group health plan coverage. In addition, if you were already entitled to Medicare before electing COBRA, notify Employer of the date of your Medicare entitlement at the address shown in the section below entitled "Notice Procedures."

You must notify ARK TEX COUNCIL OF GOVERNMENT FBP if a qualified beneficiary ceases to be disabled

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify ARK TEX COUNCIL OF GOVERNMENT FBP of that fact within 30 days after the Social Security Administration's determination.

Cost of COBRA Coverage
Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102% (or, in the case of an extension of COBRA coverage due to a disability, 150%) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving COBRA coverage. The amount of your COBRA premiums may change from time to time during your period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

Payment for COBRA Coverage

How premium payments must be made

All COBRA premiums must be paid by check. Your first payment and all monthly payments for COBRA coverage must be mailed or hand-delivered to the individual at the payment address specified in the election notice provided to you at the time of your qualifying event. However, if the Plan notifies you of a new address for payment, you must mail or hand-deliver all payments for COBRA coverage to the individual at the address specified in that notice of a new address.

When premium payments are considered to be made

If mailed, your payment is considered to have been made on the date that it is postmarked. If hand-delivered, your payment is considered to have been made when it is received by the individual at the address specified above. You will not be considered to have made any payment by mailing or hand-delivering a check if your check is returned due to insufficient funds or otherwise.

First payment for COBRA coverage

If you elect COBRA, you do not have to send any payment with the Election Form. However, you must make your first payment for COBRA coverage not later than 45 days after the date of your election. (This is the date your Election Form is postmarked, if mailed, or the date your Election Form is received by the individual at the address specified for delivery of the Election Form, if hand-delivered.) See the section above entitled "Electing COBRA Coverage."

Your first payment must cover the cost of COBRA coverage from the time your coverage under the Plan would have otherwise terminated up through the end of the month before the month in which you make your first payment. (For example, Sue's employment terminates on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before December 30, the 45th day after the date of her COBRA election.)

You are responsible for making sure that the amount of your first payment is correct. You may contact ARK TEX COUNCIL OF GOVERNM FBP using the contact information provided below to confirm the correct amount of your first payment. Claims for reimbursement will not be processed and paid until you have elected COBRA and made the first payment for it.

If you do not make your first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under the Plan.

Monthly payments for COBRA coverage

After you make your first payment for COBRA coverage, you will be required to make monthly payments for each subsequent month of COBRA coverage. The amount due for each month for each qualified beneficiary will be disclosed in the election notice provided to you at the time of your qualifying event. Under the Plan, each of these monthly payments for COBRA coverage is due on the first day of the month for that month's COBRA coverage. If you make a monthly payment on or before the first day of the month to which it applies, your COBRA coverage under the Plan will...
continue for that month without any break. ARK TEX COUNCIL OF GOVERNMF BLP will not send periodic notices of payments due for these coverage periods (that is, we will not send a bill to you for your COBRA coverage - it is your responsibility to pay your COBRA premiums on time).

**Grace periods for monthly COBRA premium payments**

Although monthly payments are due on the first day of each month of COBRA coverage, you will be given a grace period of 30 days after the first day of the month to make each monthly payment. Your COBRA coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. However, if you pay a monthly payment later than the first day of the month to which it applies, but before the end of the grace period for the month, your coverage under the Plan will be suspended as of the first day of the month and then retroactively reinstated (going back to the first day of the month) when the monthly payment is received. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.

If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to COBRA coverage under the Plan.

**More Information About Individuals Who May Be Qualified Beneficiaries**

*Children born to or placed for adoption with the covered employee during a period of COBRA coverage*

A child born to, adopted by, or placed for adoption with a covered employee during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if the covered employee is a qualified beneficiary, the covered employee has elected COBRA coverage for himself or herself. The child's COBRA coverage begins when the child is enrolled in the Plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled in the Plan, the child must satisfy the otherwise applicable Plan eligibility requirements (for example, regarding age).

*Alternate recipients under QMCSOs*

A child of the covered employee who is receiving benefits under the Plan pursuant to a qualified medical child support order (QMCSO) received by ARK TEX COUNCIL OF GOVERNMF BLP during the covered employee's period of employment with ARK TEX COUNCIL OF GOVERNMF BLP is entitled to the same rights to elect COBRA as an eligible dependent child of the covered employee.

**NOTICE PROCEDURES ARK TEX COUNCIL OF GOVERNMF BLP Welfare Benefits Plan (the Plan)**

**WARNING:** If your notice is late or if you do not follow these notice procedures, you and all related qualified beneficiaries will lose the right to elect COBRA (or will lose the right to an extension of COBRA coverage, as applicable).

**Notices Must Be Written and Submitted on Plan Forms**

Any notice that you provide must be in writing and must be submitted on the Plan's required form (the Plan's required forms are described above in this SPD, and you may obtain copies from ARK TEX COUNCIL OF GOVERNMF BLP without charge). Oral notice, including notice by telephone, is not acceptable. Electronic (including e-mailed or faxed) notices are not acceptable.

**How, When, and Where to Send Notices**

You must mail or hand-deliver your notice to:
However, if a different address for notices to the Plan appears in the Plan's most recent summary plan description, you must mail or hand-deliver your notice to that address (if you do not have a copy of the Plan's most recent summary plan description, you may request one from ARK TEX COUNCIL OF GOVERNM FBP).

If mailed, your notice must be postmarked no later than the last day of the applicable notice period. If hand-delivered, your notice must be received by the individual at the address specified above no later than the last day of the applicable notice period. (The applicable notice periods are described in the paragraphs above entitled "You must notify the plan administrator of certain qualifying events by this deadline," "You must notify ARK TEX COUNCIL OF GOVERNM FBP of a qualified beneficiary's disability by this deadline", and "You must notify ARK TEX COUNCIL OF GOVERNM FBP of a second qualifying event by this deadline.")

Information Required for All Notices

Any notice you provide must include (1) the name of the Plan (ARK TEX COUNCIL OF GOVERNM FBP Welfare Benefits Plan); (2) the name and address of the employee who is (or was) covered under the Plan; (3) the name(s) and address(es) of all qualified beneficiary(ies) who lost coverage as a result of the qualifying event; (4) the qualifying event and the date it happened; and (5) the certification, signature, name, address, and telephone number of the person providing the notice.

Additional Information Required for Notice of Qualifying Event

If the qualifying event is a divorce or legal separation, your notice must include a copy of the decree of divorce or legal separation. If your coverage is reduced or eliminated and later a divorce or legal separation occurs, and if you are notifying ARK TEX COUNCIL OF GOVERNM FBP that your Plan coverage was reduced or eliminated in anticipation of the divorce or legal separation, your notice must include evidence satisfactory to ARK TEX COUNCIL OF GOVERNM FBP that your coverage was reduced or eliminated in anticipation of the divorce or legal separation.

Additional Information Required for Notice of Disability

Any notice of disability that you provide must include (1) the name and address of the disabled qualified beneficiary; (2) the date that the qualified beneficiary became disabled; (3) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (4) the date that the Social Security Administration made its determination; (5) a copy of the Social Security Administration's determination; and (6) a statement whether the Social Security Administration has subsequently determined that the disabled qualified beneficiary is no longer disabled.

Additional Information Required for Notice of Second Qualifying Event

Any notice of a second qualifying event that you provide must include (1) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (2) the second qualifying event and the date that it happened; and (3) if the second qualifying event is a divorce or legal separation, a copy of the decree of divorce or legal separation.

Who May Provide Notices

The covered employee, a qualified beneficiary who lost coverage due to the qualifying event described in the notice, or a representative acting on behalf of either may provide notices. A notice provided by any of these individuals will satisfy any responsibility to provide notice on behalf of all qualified beneficiaries who lost coverage due to the qualifying event described in the notice.
THIS CONCLUDES THE SUMMARY OF YOUR CONTINUATION COVERAGE RIGHTS UNDER COBRA. PLEASE CONTACT THE HUMAN RESOURCES OFFICE (OR THE EQUIVALENT THEREOF) OF ARK TEX COUNCIL OF GOVERNMENT FBP IF YOU HAVE ANY QUESTIONS OR NEED MORE INFORMATION.
HSA Q-1. What are "HSA Benefits"?

As described in HSA Q-2, an HSA permits Employees to make pre-tax contributions to an HSA established and maintained outside the Plan with the Employee’s HSA trustee/custodian. For purposes of this Cafeteria Plan, HSA Benefits consist solely of the ability to make such pre-tax contributions under this Cafeteria Plan.

If you elect HSA Benefits, then you will be able to provide a source of pre-tax contributions by entering into a Salary Reduction Agreement with your Employer. Because the share of the contributions that you pay will be with pre-tax funds, you may save both federal income taxes and FICA taxes.

To participate in the HSA Benefits, you must be an "HSA-Eligible Individual." This means that you are eligible to contribute to an HSA under the requirements of Code § 223 and that you have elected qualifying High Deductible Health Plan coverage offered by the Employer and have not elected any disqualifying non- High Deductible Health Plan coverage offered by the Employer. ("High Deductible Health Plan" means the high deductible health plan offered by your Employer that is intended to qualify as a high deductible health plan under Code § 223(c)(2), as described in materials that will be provided separately to you by the Employer.) If you elect HSA Benefits, you will be required to certify that you meet all of the requirements under Code § 223 to be eligible to contribute to an HSA. These requirements include such things as not having any disqualifying coverage and you should be aware that coverage under a Spouse’s plan could make you ineligible to contribute to an HSA.

In order to elect HSA Benefits under the Plan, you must establish and maintain an HSA outside of the Plan with an HSA trustee/custodian and you must provide sufficient identifying information about your HSA to facilitate the forwarding of your pre-tax Salary Reductions through the Employer’s payroll system to your designated HSA trustee/custodian.

HSA Q-2. What is my "HSA"?

The HSA is not an employer-sponsored employee benefit plan it is an individual trust or custodial account that you open with an HSA trustee/custodian to be used primarily for reimbursement of "eligible medical expenses" as set forth in Code § 223. Your HSA is administered by your HSA trustee/custodian. Consequently, an HSA trustee/custodian, not the Employer, will establish and maintain your HSA. Your Employer's role is limited to allowing you to contribute to your HSA on a pre-tax Salary-Reduction basis. The HSA trustee/custodian will be chosen by you, as the Participant, and not by the Employer. Your Employer may, however, limit the number of HSA providers to whom it will forward pretax Salary Reductions, a list of whom will be provided upon request. Any such list of HSA trustees/custodians, however, shall be maintained for administrative simplification and shall not be an endorsement of any particular HSA trustee/custodian. Your Employer has no authority or control over the funds deposited in your HSA.

The Plan Administrator will maintain records to keep track of HSA contributions that you make via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose.

HSA Q-3. What are the maximum HSA Benefits that I may elect under the Cafeteria Plan?
Your annual contribution for HSA Benefits is equal to the annual benefit amount that you elect (for example, if a $2,000 annual benefit amount is elected for 2010, then the annual contribution amount is also $2,000). The amount you elect must not exceed the statutory maximum amount for HSA contributions applicable to your High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the contribution is made. (Note: The statutory limits for 2015 are $3,350 for single and $6,650 for family. The statutory limits for 2016 are $3,350 for single and $6,750 for family.) An additional catch-up contribution of up to $1,000 may be made if you are age 55 or older.

In addition, the maximum annual contribution shall be: (a) reduced by any matching (or other) Employer contribution made on your behalf (there are currently no such Employer contributions (other than pre-tax Salary Reductions) made under the Plan); and (b) pro-rated for the number of months in which you are an HSA-Eligible Individual.

Note that if you are an HSA-Eligible Individual for only part of the year but you meet all of the requirements under Code § 223 to be eligible to contribute to an HSA on December 1, you may be able to contribute up to the full statutory maximum amount for HSA contributions applicable to your coverage option (i.e., single or family). However, any contributions in excess of your annual contribution under the Plan for HSA benefits (as described above), but not in excess of the applicable full statutory maximum amount, must be made outside the Plan. In addition, if you do not remain eligible to contribute to an HSA under the requirements of Code § 223 during the following year, the portion of HSA contributions attributable to months that you were not actually eligible to contribute to an HSA will be includible in your gross income and subject to a 10% penalty (exceptions apply in the event of death or disability).

**HSA Q-4. How are my HSA Benefits paid for under the Cafeteria Plan?**

When you complete the Salary Reduction Agreement, you specify the amount of HSA Benefits that you wish to pay for with your salary reduction. From then on, you make a contribution for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

For example, suppose that you have elected to contribute up to $2,000 per year for HSA Benefits and that you have chosen no other benefits under the Cafeteria Plan. If you pay all of your contributions, then our records would reflect that you have contributed a total of $2,000 during the Plan Year. If you are paid biweekly, then our records would reflect that you have paid $76.92 ($2,000 divided by 26) each pay period in contributions for the HSA Benefits that you have elected. Such contributions will be forwarded to the HSA trustee/custodian (or its designee) within a reasonable time after being withheld.

The Employer makes no contribution to your HSA and your Employer has no authority or control over the funds deposited in your HSA.

**HSA Q-5. Will I be taxed on the HSA Benefits that I receive?**

You may save both federal income taxes and FICA taxes by participating in the Cafeteria Plan. However, very different rules apply with respect to taxability of HSA Benefits than for other Benefits offered under this Plan. For more information regarding the tax ramifications of participating in an HSA as well as the terms and conditions of your HSA you may want to refer to the communications materials provided by your HSA trustee/custodian as well as IRS Publication 969 (“Health Savings Accounts and Other Tax-Favored Health Plans”).
The Employer cannot guarantee that specific tax consequences will flow from your participation in the Cafeteria Plan. Ultimately, it is your responsibility to determine the tax treatment of HSA Benefits. Remember that the Plan Administrator is not providing legal advice. If you need an answer upon which you can rely, you may wish to consult a tax advisor.

**HSA Q-6. Who can contribute to an HSA under the Cafeteria Plan?**

Only Employees who are HSA-Eligible Individuals can participate in the HSA Benefits. An HSA-Eligible Individual means an individual who meets the eligibility requirements of Code § 223 and who has elected qualifying High Deductible Health Plan coverage offered by the Employer and who has not elected any disqualifying non-High Deductible Health Plan coverage. The terms of the High Deductible Health Plan that has been selected by your Employer will be further described in materials that will be provided separately to you by the Employer.

**HSA Q-7. Can I change my HSA Contribution under the Cafeteria Plan?**

Unlike the other benefits offered under the Cafeteria Plan, you may increase, decrease, or revoke your HSA contribution election at any time during the plan year for any reason by submitting an election change form to the Plan Administrator (or to its designee). Your election change will be prospectively effective on the first day of the month following the month in which you properly submitted your election change. Your ability to make pre-tax contributions under this Plan to the HSA identified above ends on the date that you cease to meet the eligibility requirements.

**HSA Q-8. Where can I get more information on my HSA and its related tax consequences?**

For details regarding your rights and responsibilities with respect to your HSA (including information regarding the terms of eligibility, what constitutes a qualifying High Deductible Health Plan, contributions to the HSA, and distributions from the HSA), please refer to your HSA trust or custodial agreement and other documentation associated with your HSA and provided to you by your HSA trustee/custodian. You may also want to review IRS Publication 969 ("Health Savings Accounts and Other Tax-Favored Health Plans").
2017 EQUAL EMPLOYMENT OPPORTUNITY PLAN

ATCOG EEO Officer:
Leslie McBride
Email: Lmcbride@ATCOG.org
Office: (903) 255-3513

4808 Elizabeth Street, Texarkana, TX 75503 ♦ 903-832-8636 ♦ www.ATCOG.org
Introductory Information

Policy Statement
The Ark-Tex Council of Governments (ATCOG) will provide a work environment that is free from discrimination, including harassment, based on race, color, national origin, religion, creed, sex, age, genetic information, disability, or other protected class. The prohibition against employment discrimination and harassment may extend to conduct that employees are subjected to from vendors, contractors, providers, customers, or others who enter the workplace. Unlawful discrimination may include, but is not limited to, employment actions related to recruitment, hiring, examination, transfer, appointment, training, promotion, demotion, compensation, termination, layoffs, or the administration of employee benefits. ATCOG shall give a veteran's preference in employment to applicants who are eligible under state statutes, and may give preference to applicants who are spouses or immediate family members of eligible veterans. The degree of such preference shall be determined by the ATCOG Executive Director and/or other supervisor(s) involved in the selection process for the position being filled. ATCOG intends to continue giving preference to veterans and their spouses or immediate family members until such time as at least 40% of the employees of ATCOG are members of this category. An applicant must meet the minimum standards for the position being filled, or must be capable of meeting such standards within a reasonable time, or that applicant cannot be considered for employment, regardless of any preference that may apply. ATCOG is committed to complying with all applicable federal, state, and local civil rights laws that pertain to employment. Any person employed by ATCOG who fails to comply with this policy is subject to disciplinary action.

Further, ATCOG affirms:

- ATCOG and contractors commit to equal employment for all persons, regardless of race, color, creed, national origin, genetic information, sex, sexual orientation, pregnancy, or age;
- A commitment to undertake an affirmative action program, including goals and timetables, in order to overcome the effects of past discrimination on minorities and women;
- Commit to develop a written nondiscrimination program that sets forth the policies, practices, and procedures, with goals and timetables, to which the agency is committed and make the EEO Program available for inspection by any employee or applicant for employment upon request;
- That the responsibility for the implementation of the EEO Program is assigned to the Human Resources Coordinator, who is the designated EEO Officer;
- That all management/supervisory personnel share in this responsibility and will be assigned specific tasks to assure that compliance is achieved;
- That applicants and employees have the right to file complaints alleging discrimination with the appropriate official;
- That performance by managers, supervisors, etc., will be evaluated on the success of the EEO program the same way as their performance on their agency's goals; and
- That successful achievement of EEO goals will provide benefits to ATCOG through the fuller utilization and development of previously underutilized human resources.
ATCOG is also committed to making reasonable accommodation for individuals to practice or observe their religion or for the known physical or mental limitations of qualified individuals with disabilities and qualified veterans with disabilities, unless such accommodation would impose an undue hardship on the conduct of ATCOG business. ATCOG is equally committed to engaging in an interactive process with any person requesting accommodation as needed to determine a reasonable accommodation.

Additionally, colleagues and applicants shall not be subjected to any harassment, threats, coercion, intimidation, retaliation, or discrimination because they have requested reasonable accommodation; filed a complaint; and assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or exercised any other right protected by federal, state or local law requiring equal employment opportunity.

The Human Resources Coordinator shall act as the EEO Officer and be responsible for implementing the EEO Program. The Human Resources Coordinator reports directly to the Director of Administration who reports directly to the Executive Director. The EEO Officer’s contact information is below:

Leslie McBride, Human Resources Coordinator
Ark-Tex Council of Governments
4808 Elizabeth Street, Texarkana, Texas 75503
Telephone: (903) 255-3513
Fax: (903) 793-0420
Email address: lmcbride@atcog.org

The adoption of this EEO plan by the ATCOG Executive Committee is a reaffirmation of adherence to and promotion by the Committee of the policy of nondiscrimination in all action affecting ATCOG employees. The guidelines and objectives contained in this plan are designed to assist ATCOG and all of its employees in adhering to that policy.

_________________________________       _____________________________
Chris Brown, Executive Director         Date
Ark-Tex Council of Governments
Equal Employment Opportunity Program

Purpose
The purposes of the Equal Employment Opportunity / Affirmative Action Program are to:
- Establish company policy and commitment to equal employment opportunities;
- Identify jobs and departments where minorities and females are underrepresented;
- Set specific, measurable, attainable hiring and promotion goals (including target dates);
- Monitor job descriptions and hiring criteria to ensure they communicate actual job needs only;
- Locate minorities and women who qualify or can become qualified to fill goals.

Affirmative Action Plan
All ATCOG staff, potential employees, and applicants are entitled to equal employment opportunities and will not be discriminated against because of race, religion, color, national origin, disability, age or sex, providing they are otherwise qualified and meet requirements established by ATCOG for the job they seek.

ATCOG will do the following, as a minimum effort, to utilize minorities and women in all levels of the workplace and in all parts of our workforce:
- Post job openings in locations frequently utilized by protected classes, such as the Work in Texas website, Unemployment Office, etc.
- Announce job openings in local media, to include minority newspapers.
- Encourage minorities and women to apply for open positions.
- Promote minorities and women who are qualified or can become qualified into open positions, if the promotion supports needed diversity in the workplace.

EEO Officer: General Responsibilities
The Human Resources Coordinator is the designated Equal Employment Opportunity Officer for ATCOG. This position will be responsible for implementing and managing the EEO program. Individuals who would like to discuss this policy, and/or file a complaint alleging discrimination, should contact the Human Resources Coordinator at 903/255-3513 or lmcbride@atcog.org.

The EEO Officer will perform the following duties:
- Develop and recommend EEO policy, a written EEO program, and internal and external communication procedures;
- Assist management in collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals;
- Design, implement, and monitor internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action is needed;
- Report semiannually to the Executive Director on the progress of each unit in relation to the agency's goals and contractor and vendor compliance;
- Serve as liaison between the agency, Federal, State, county, and local governments, regulatory agencies, minority, handicapped and women's organizations, and other community groups;
- Assure that current legal information affecting affirmative action is disseminated to...
responsible officials;

- Assist in recruiting minority, handicapped and women applicants and establishing outreach sources for use by hiring officials;
- Audit postings of the EEO policy statement to ensure compliance information is posted and up to date;
- Concur in all hires and promotions;
- Process employment discrimination complaints; and
- Periodically review employment practices policies concerning complaint policies, reasonable accommodation, performance evaluations and grievance procedures.

The responsibilities assigned to ATCOG Management are to:

- Assist in identifying problem areas and establishing agency and unit goals and objectives;
- Be actively involved with local minority organizations, women's and handicapped groups, community action organizations and community service programs designed to promote EEO;
- Actively participate in periodic audits of all aspects of employment, to identify and remove barriers obstructing the achievement of goals and objectives;
- Conduct regular discussions with other managers, supervisors, employees, and affinity groups to assure the agency's policies and procedures are being followed;
- Review the qualifications of all employees to assure that minorities, handicapped persons, and women are given full opportunities for transfers, promotions, training, salary increases, and other forms of compensation;
- Participate in the review and investigation of complaints alleging discrimination;
- In conjunction with the EEO Officer, maintain and update the personnel database for generating reports required for the nondiscrimination program;
- Encourage employee participation to support the advancement of the EEO Program by offering professional development, career growth opportunities, positing promotional opportunities, shadowing, and mentoring;
- Conduct and support career counseling for all employees; and
- Participate in periodic audits to ensure that each agency unit is in compliance (e.g., EEO posters are properly displayed on all employee bulletin boards).

Review and Revision of Employment Practices

Recruitment and Testing

- ATCOG will follow procedures for recruiting and selecting employees established by the Executive Director. Recruitment and selection will be non-discriminatory and shall be based substantially on bona fide occupational qualifications. These procedures include: advertising, scoring applications, conducting interviews and offer of employment.
- All job openings will be posted on the ATCOG website, various job boards associated with ATCOG’s web-based application system, the website associated with Workforce Solutions East Texas (WorkinTexas.org), placed in the local newspaper when needed, and an internal job posting link will be emailed to all ATCOG staff.
- All job postings will contain the following statement. “An Equal opportunity / Affirmative
Action Employer.”

- When testing is performed for a position, it is done to ensure that the applicant has the minimum level of knowledge, skill or ability required for the position. Identical testing materials and conditions will be provided to every applicant interviewing for the specific job.

Position Descriptions
- All position descriptions will be developed using a job information questionnaire that includes the job duties, educational requirements, minimum number of years of experience required, skills and abilities needed to perform the work, and all physical requirements of the position.
- These detailed requirements will be included in the posting on the ATCOG website. Each additional posting method used will direct applicants to the ATCOG website to view the full job description for each position.

Promotion and Transfer procedures
- The leadership team will focus on one's ability to perform assigned tasks and duties, rather than longevity.
- Employees' applications or resumes and employees' files will be reviewed prior to making a selection.

Seniority Practices
- The Executive Director has established procedures for recruiting and selecting ATCOG employees. Recruitment and selection will be non-discriminatory and shall be based substantially on bona fide occupational qualifications.

Interview procedures
- At least two people will perform driver interviews.
- One Interviewer will be of a different gender, race, or both, when possible.

Promotion
- No applicant will be denied a promotion on the basis of gender or any other prohibited criteria.
- Applicants will be given a trial on the job to prove their capability, if they are otherwise eligible for the promotion.

Wage Procedures
- All wages for new employees, transfers and promotions must meet the budgetary requirements of the division or specific grant.
- Wages must have the Executive Director's approval prior to the Human Resources division submitting changes to Payroll department.

Salary Level and other Benefits
- Salaries for a position are determined based on the responsibilities contained in the job requirements and the scope of services required of the position.
- The benefits available to an employee are based on their employment status with ATCOG (e.g., full-time, part-time)
• The benefits offered to employees are always included in the ATCOG Personnel Policies which are set and approved by the ATCOG Executive Committee.

Disciplinary Procedures
• ATCOG adheres to a discipline policy, which is outlined in the ATCOG Policies and Procedures Manual.
• ATCOG may use any of the following types of discipline at any time:
  • Counseling
  • Suspension without pay for a period of up to 3 days
  • Termination

Termination and Layoff
• ATCOG employees are employed at will and, within the limits of state and federal law applying to public employment, may at any time during their employment, be terminated with or without notice, for any lawful reason or for no reason.
• An employee may be laid off when his or her position is abolished, or when there is either a lack of funds or a lack of appropriate work. When reductions in force are necessary, decisions on individual separations will be made after considering (1) the relative necessity of each position to the organization, (2) the performance record of each employee, (3) transferability of the employee’s skills to remaining positions with the ATCOG, and (4) the employees length of service with ATCOG.

Training
• Training programs shall be designed to upgrade the skills of employees so that they can improve performance in their present position.
• On-the-job training will be designed so that employees have an opportunity to acquire skills needed to qualify for a better position with ATCOG.
• Employees with managerial ability will be encouraged to acquire skills on-the-job or through more formalized training prior to their advancement into a management position.
• All employees, including managers, will receive periodic EEO training. New supervisors or managers will receive training within 90 days of their appointment.
• The Human Resources Coordinator will advise employees and applicants of training programs and professional development opportunities and the entrance requirements.

Goals and Timetables
The Executive Director, with the assistance of the EEO Officer, shall annually perform the following activities necessary to prepare and update the goals and timetables of the Affirmative Action Plan for Equal Opportunity:

• Annually analyze the ATCOG workforce to set goals for the employment of women and minorities.
• Goals and timetables will be review by EEO Officer to assure compliance with the overall goals and timetables for ATCOG.
• The EEO Officer will annually review the process of the ATCOG Affirmative Action Plan for Equal Opportunity.
Program and make necessary revisions to the goals and timetables.
- EEO logs will be kept which contain the name of each applicant, date applied, how referred, gender, race, and veteran status.

Goals and timetables were not previously set but will be implemented going forward. Any goals not met will be explained or justified at the end of the year as requested by appropriate agencies.

**EEO Complaint Process**

Individuals who would like to discuss and/or file a complaint alleging discrimination should contact the EEO Officer or Executive Director. The **EEO Officer should be contacted immediately, if you believe you have been discriminated against.** The following procedures will be used to process discrimination complaints.

**Counseling**
The first step in resolving discrimination complaints is counseling. The purpose of counseling is to determine whether there is a problem and, if there is, to correct it as soon as possible. Emphasis at this point is on early resolution.

The EEO Officer is responsible for clarifying the problem and attempting to resolve it to everyone’s satisfaction. The EEO Officer will:
- Clarify the issues;
- Identify whether the problems are covered by the EEO Office’s Discrimination Complaint Process;
- Outline alternative procedures;
- Identify options;
- Attempt to work out a resolution agreeable to all concerned, if possible;
- Provide information on external enforcement agencies (*i.e.*, the EEOC, the Texas Commission on Human Rights, FTA and the DOT).

The Complainant must sign the EEO Discrimination Complaint Form issued by the EEO Officer before an informal process can begin. The EEO Officer has fifteen (15) working days to counsel and make efforts to resolve the issue informally. If, at the end of this time period there is no resolution in sight, the Complainant will be informed of their right to proceed with a formal complaint. If they wish to continue to pursue their allegations and have the EEO Officer begin a formal investigation, the Complainant may file a formal complaint within 5 working days.

**Filing a Formal Complaint**
The Complainant must sign the Internal Discrimination Complaint Form issued by the EEO Officer before a formal investigation can begin. The Complainant should be prepared to support any allegations claimed to be discriminatory by furnishing all pieces of pertinent evidence: letters, memos, dates, times, and/or witnesses to the claim alleged in the complaint. A mere allegation of discrimination may be insufficient to make a determination. The investigative part of the process is designed to establish the facts, once clear basic information is provided.
Rejecting a Complaint
If the EEO Officer decides to reject a complaint, the Complainant will be notified in writing within ten (10) working days after a formal complaint is filed.

The EEO Officer may reject any claim, if the officer determines that the allegations are not within the realm of the discrimination guidelines. If the EEO Officer makes this determination, the notice of rejection will be final and cannot be appealed unless new evidence can be presented which falls within the discrimination guidelines of race, color, creed, religion, national origin, genetic information, disability, sex or age.

Investigation
In order to maintain the integrity of an EEO investigation, if a formal complaint is accepted, the EEO Officer will designate someone outside of the Human Resources Division, up to and including an independent contractor, to perform a full investigation of the complaint received. The investigation will be completed within twenty-five (25) working days of receiving the formal complaint. An investigation may be extended beyond the twenty-five (25) working days if it is deemed necessary to conduct a more thorough, in-depth investigation. The designated individual will conduct interviews, take affidavits from Complainant(s) and other apparent witnesses, and will gather any other pertinent information from all available sources.

Proper investigation of any allegation of discrimination requires that any employee with relevant knowledge assist in the investigation. Such participation may be in the form of verbal communications, written statements, or providing other records that may be relevant. Any employee deemed to have relevant knowledge of the allegations shall participate to the best of his or her ability during these investigations.

Informal Resolution
During and at the conclusion of the investigation, the EEO Officer, when feasible and consistent with ATCOG policies and procedures, will continue to attempt to resolve the complaint on an informal basis. The Complainant(s) must sign and date any resolution offered that has been accepted. Such acceptance constitutes settlement of the complaint; however, any resolution offered and accepted does not constitute an admission of any wrongdoing by ATCOG or any of its agents.

One of the major objectives of the complaint process is fairness and early resolution of complaints. Consequently, ATCOG regards the efforts made by all parties in early resolution attempts as extremely important and crucial to the integrity and intent of this process.

Complaint Disposition
At the conclusion of the investigation, the designee will issue findings of fact and conclusions and will make recommendations for corrective action, if required, or other resolutions. The Complainant will be contacted to receive and sign-off on their acknowledgment of receipt of the designee’s disposition of their complaint. Thereafter, the accused person(s) will be notified of the designee’s recommendations.
**Appeal of Disposition**

If the Complainant is not in agreement with the investigation findings and determination contained in the disposition, he or she may appeal the decision in writing within ten (10) working days to the Executive Director.

The Executive Director will then investigate the alleged violation and review relevant facts, and upon completion of this investigation, the Executive Director will issue a decision within ten (10) working days, in consultation with designated investigator and the EEO Officer. If the Complainant is not in agreement with the Executive Director’s finding and determination, he or she may appeal the Executive Director’s decision in writing within seven (7) working days to the ATCOG Executive Committee.

The Complainant will be advised that if the final decision is unacceptable, an appeal may be made to the EEOC, Texas Commission on Human Rights, or the FTA.

**Special Provision**

If any allegation of discrimination arises with the EEO Officer and/or against the EEO Officer, such allegations will be referred to the Executive Director to process and investigate accordingly. Any attempts at resolution will be according to the above stated procedures.

For more information regarding ATCOG Equal Opportunity policy, please contact:

Leslie McBride, Human Resources Coordinator
Ark-Tex Council of Governments
4808 Elizabeth Street, Texarkana, Texas 75503
Telephone: (903) 255-3513
Fax: (903) 793-0420
Email address: lmcbride@atcog.org
2016 EEOP Workforce Utilization Analysis
ATCOG’s Executive Director, Human Resources Coordinator, and other staff members and consultants reviewed the 2016 Utilization Analysis (comparing ATCOG’s workforce to the relevant labor market), and noted the following:

1. Because only three employees are categorized as Technicians, that category is too small to calculate a meaningful standard of deviation. All of the currently employed technicians are white males. The Technician category has been excluded from further consideration in this section. Should another technician position become available, ATCOG will make every effort to hire a female, or a male of a different race than white, if a qualified applicant can be found.

2. Because only one employee is categorized as a Service Worker, that category is too small to calculate a meaningful standard of deviation. The currently employed service worker is a white male. The Service Worker category has been excluded from further consideration in this section. Should another service worker position become available, ATCOG will make every effort to hire a female, or a male of a different race than white, if a qualified applicant can be found.

3. Because only two employees are categorized as Craft Workers, that category is too small to calculate a meaningful standard of deviation. The currently employed craft workers are one white male and one black male. The Craft Worker category has been excluded from further consideration in this section. Should another craft worker position become available, ATCOG will make every effort to hire a female, or a male of a different race than white or black, if a qualified applicant can be found.

4. It should also be noted that all but two of the ATCOG employees who are categorized as “Operatives” are Drivers with the Transportation Division, which requires a Commercial Driver’s License, or at minimum a current Texas Driver’s License with a clean driving record. As such, the regional availability numbers in this category are overstated. The actual number of persons living in this region who are qualified to apply for the position of Driver is much smaller than the number categorized as Operatives in the Workforce labor pool.

5. White males are significantly under-represented in three ATCOG job categories: Administrative Support Workers (-10.9%); Officials and Managers (-29.7%); and Professionals (-35.8%).

6. White females are significantly over-represented in three job categories: Officials and Managers (+11.7%); Operatives (+15.9%); and Professionals (+20.3%); white females are under-represented in one category: Administrative Support Workers (-9%).

7. Black males are over-represented in two job categories: Officials and Managers (+6.3%); and Professionals (+3.4%). Black males are under-represented in two job categories: Administrative Support Workers (-4%); and Operatives (-2.6%).
8. Black females are significantly over-represented in all categories: Administrative Support Workers (+21.2%); Officials and Managers (+11.5%); Operatives (+1.5%), and Professionals (+16.6%).

9. No Hispanic / Latino males are presently employed by ATCOG; however, in comparison to the relevant labor market, the under-representation is 10% or less in all categories: Administrative Support Workers (-1.1%); Officials and Managers (-0.7%); Operatives (-8.6%); and Professionals (-1%).

10. No Hispanic / Latina females are presently employed by ATCOG; however, in comparison to the relevant labor market, the under-representation is 5% or less in all categories: Administrative Support Workers (-3%); Officials and Managers (-1.9%); Operatives (-3%); and Professionals (-1.5%).

11. American Indian or Alaska Native males are over-represented in comparison to our region’s workforce in two job categories: Officials and Managers (+6.6%); and Operatives (+1.7%).

12. Females of two or more races are over-represented in the Administrative Support Workers category.

13. All other ethnic groups comprise such a small part of our region’s general population and workforce that no such group can be said to be significantly under-represented in any ATCOG employment category; all negative deviations are less than 1%.

14. From July 19, 2017 forward, ATCOG will collect data concerning job category training that fosters promotion potential. ATCOG will also begin collecting data concerning the number of applicants for employment, promotions, and individuals hired that are disabled or a veteran.

**Conclusions**
ATCOG apparently does a good job in the recruitment and retention of Black workers in all categories, both male and female. ATCOG also appears to have a commendable diversity of ethnicity and gender in every job category. Efforts should be continued to recruit additional Hispanic / Latin employees of either gender, for any available positions.
Objectives and Steps to be Taken

To encourage Hispanic / Latin applicants in all job categories: The ATCOG Human Resources Coordinator will continue to enhance outreach efforts that target Hispanic applicants (e.g., presentations at regional professional conferences, trade associations, job fairs, and educational institutions; advertising openings in local Spanish-language media outlets).

ATCOG shall continue to adhere to this EEO plan: The Executive Director’s statement on EEO policy will remain posted in conspicuous locations so that employees, applicants, and the general public are cognizant of ATCOG’s EEO commitment. The written EEO policy statement includes:

1. ATCOG’s commitment to EEO for all persons, regardless of race, color, creed, national origin, sex, age, genetic information or disability.
2. A commitment to undertake an affirmative action program, including goals and timetables, to overcome the effects of past discrimination on minorities and women.
3. The responsibility for the implementation of the EEO program is assigned to ATCOG’s EEO officer.
4. All management personnel share in this responsibility and will be assigned specific tasks to assure compliance is achieved.
5. Applicants and employees have the right to file complaints alleging discrimination with the appropriate official.
6. Performance by managers, supervisors, etc., will be evaluated on the success of the EEO program in the same way as their performance on other agency’s goals; and
7. Successful achievement of EEO goals will provide benefits to the recipient / sub-recipient / contractor / provider through fuller utilization and development of previously underutilized human resources.

Dissemination
Formal communication mechanisms shall be established to publicize and disseminate ATCOG’s EEO policy, as well as appropriate elements of the program, to its employees, applicants, and the general public.

Internal Dissemination
1. The ATCOG Human Resources Coordinator and senior management officials, at least semi-annually in an All-Staff meeting for employees, as well as at each orientation program for new employees, will include a discussion of the EEOP Policy and Utilization Report and will inform employees that a copy is available to them upon request.
2. ATCOG will post a PDF file of the EEOP Policy and Utilization Report, that any user may access and download, on its intranet system for all employees.
3. ATCOG will keep two bound copies of the EEOP Policy and Utilization Report on display in the brochure rack in the reception area of its main office at the ATCOG office building, and will provide a copy to each department head.

4. ATCOG will include a written notice in the standard Employee Handbook, explaining the EEOP and how employees may obtain a copy of the EEOP Utilization Report.

5. At each ATCOG job site and office, ATCOG will post a written notice on the bulletin boards in employee break areas, providing information on the EEOP and how employees can obtain a copy of the EEOP Utilization Report.

**External Dissemination**

1. ATCOG will post on its public website a PDF file of the EEOP and Utilization Report that any user may access and download.

2. All advertisements for open positions for ATCOG will include a statement that the agency is an ‘Equal Opportunity Employer.’ This includes advertisements in all public media sources, such as radio and TV, newspapers, magazines, and association journals.

3. All ATCOG employment applications shall include a statement that the agency is an ‘Equal Opportunity Employer.’

4. ATCOG will provide written notice to all job applicants, vendors, providers and contractors that they may obtain a copy of the EEOP and current Utilization Report by downloading it from the ATCOG website, or upon request.

5. ATCOG will provide its EEOP and Utilization Report to all regular recruitment sources, including Texas Workforce Commission, as well as any minority groups, women's groups, civil rights groups, disabled advocates, community groups, unions, or other employment organizations.

6. ATCOG will meet with affinity groups to seek input on the implementation of the EEO Plan.

**Monitoring and Reporting System**

1. ATCOG has a monitoring system that monitors the following EEO components:
   a. Dissemination-ATCOG adheres to all statements made in the dissemination plan. The EEO Officer ensures all actions are completed.
b. Utilization Analysis-The EEO Officer ensures all data is collected and maintained to provide the information contained in the utilization analysis.

c. Statistical Employment Practices-The EEO Officer maintains spreadsheets to ensure employment practices statistics is kept up to date.

d. Timeframe to Reach Goals-The EEO Officer ensures steps are being taken to reach goals outlined in the EEO Plan. ATCOG’s current goal is to hire more Hispanic/Latin employees of either gender. The EEO Officer will make every effort to ensure job advertisements are posted to reach those groups.

2. ATCOG is in the process of obtaining contractors’ EEO Programs. ATCOG is also ensuring that all facilities have proper posting of the EEO Policy and Statement. ATCOG currently only has one contractor for the Transportation Department, which is Allied Compliance for drug and alcohol testing. ATCOG will contact Allied Compliance to ensure they have a current EEO Program.

<table>
<thead>
<tr>
<th>TRANSPORTATION CONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
</tr>
<tr>
<td>Allied Compliance</td>
</tr>
<tr>
<td>SERVICES</td>
</tr>
<tr>
<td>Drug and Alcohol Testing</td>
</tr>
</tbody>
</table>

3. ATCOG does not have a union so therefore ATCOG does not have any union contracts to review.

4. ATCOG currently doesn’t have any EEO complaints. However, in the future should we receive a complain the EEO Officer will maintain a spreadsheet with the following data:
   a. Monitoring of Trends- The spreadsheet will break down what area the complaint is pertaining to such as race, gender, origin, etc.
   b. Timeliness of Investigations-The spreadsheet will contain dates such as the day the complaint is received, any progress made and resolution.
   c. Resolutions-The spreadsheet will contain what was done to resolve the complaint.
   d. Reporting to Management-The spreadsheet will contain who in management, when, how they were notified of the complaint.

5. Meetings will be held between the Executive Director and EEO Officer to discuss the progress of the EEO Program and the results of the monitoring. The EEO Officer will provide the data collected concerning hiring, promotions, status of complaints, etc. to the Executive Director.

6. The EEO Office will keep a log of all EEO related meetings held with the Executive Director. This log will include topics covered and any follow up actions that are needed.
7. The EEO Officer will ensure hiring officials review current EEO goals and statistics on employment practices and policies. The EEO Officer will verify that all job descriptions contain legitimate position requirements and all testing is validated.

8. The EEO Officer will maintain list of all contractors who are being monitored and the services they provide.

9. The EEO Officer will obtain proof of contractors' EEO Programs and retain copies of any documentation pertaining to these programs.

10. The EEO Officer will maintain an organizational chart of the agency showing reporting relationships of all employees.

11. The EEO Officer will maintain a copy of the goals and timetables from the program submission.

I understand the regulatory obligation under 28 C.F.R. §§42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEOP Utilization Report.

I have reviewed the foregoing EEOP Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.

By signing below as the Executive Director of the agency, I certify and agree to adhere to the ATCOG EEO Policy and Affirmative Action Plan, and Circular UMTA C 4704.1 in its entirety.

Chris Brown, Executive Director
Ark-Tex Council of Governments

Date
**APPENDIX A: 2016 ATCOG UTILIZATION ANALYSIS CHART**

The below chart includes all ATCOG employees. The Region numbers include the entire 10-county ATCOG region: Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River and Titus Counties, Texas, and Miller County, Arkansas, taken from the census data.
<table>
<thead>
<tr>
<th>EEO CATEGORY</th>
<th>JOB TITLE</th>
<th>GENDER</th>
<th>RACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMINISTRATION</td>
<td>Executive Assistant</td>
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<td>TWO OR MORE RACES</td>
</tr>
<tr>
<td>ADMINISTRATIVE SUPPORT WORKERS</td>
<td>Administrative Assistant</td>
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<td>BLACK OR AFRICAN AMERICAN</td>
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<td>EXECUTIVE/SENIOR LEVEL OFFICIALS AND MANAGERS</td>
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<td>AMERICAN INDIAN OR ALASKA NATIVE</td>
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<tr>
<td>SERVICE WORKERS</td>
<td>Custodian/Maintenance Worker-Part Time</td>
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<tr>
<td>ADMINISTRATIVE SUPPORT WORKERS</td>
<td>Administrative Assistant</td>
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<td>WHITE</td>
</tr>
<tr>
<td>ADMINISTRATIVE SUPPORT WORKERS</td>
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<tr>
<td>FIRST/MID LEVEL OFFICIALS AND MANAGERS</td>
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<tr>
<td>PROFESSIONALS</td>
<td>Benefits Counselor</td>
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<tr>
<td>PROFESSIONALS</td>
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<tr>
<td>PROFESSIONALS</td>
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<td>WHITE</td>
</tr>
<tr>
<td>PROFESSIONALS</td>
<td>Accounting Specialist</td>
<td>F</td>
<td>WHITE</td>
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<tr>
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<td>Accounting Specialist</td>
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<td>WHITE</td>
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<tr>
<td>PROFESSIONALS</td>
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<td>ADMINISTRATIVE SUPPORT WORKERS</td>
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<tr>
<td>OPERATIVES</td>
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<tr>
<td>OPERATIVES</td>
<td>Housing Inspector-Part Time</td>
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</tr>
<tr>
<td>FIRST/MID LEVEL OFFICIALS AND MANAGERS</td>
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<td>FIRST/MID LEVEL OFFICIALS AND MANAGERS</td>
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<td>BLACK OR AFRICAN AMERICAN</td>
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<td>FIRST/MID LEVEL OFFICIALS AND MANAGERS</td>
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<tr>
<td>FIRST/MID LEVEL OFFICIALS AND MANAGERS</td>
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<td>TECHNICIANS</td>
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<td>TECHNICIANS</td>
<td>GIS Technician-Part Time</td>
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</table>
## APPENDIX B: ATCOG Workforce by Job Category and Job Title

<table>
<thead>
<tr>
<th>EEO CATEGORY</th>
<th>JOB TITLE</th>
<th>GENDER</th>
<th>RACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRANSPORTATION</td>
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<tr>
<td>ADMINISTRATIVE SUPPORT WORKERS</td>
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<td>ADMINISTRATIVE SUPPORT WORKERS</td>
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<td>WHITE</td>
</tr>
<tr>
<td>ADMINISTRATIVE SUPPORT WORKERS</td>
<td>Operations Dispatcher/Scheduler</td>
<td>F</td>
<td>TWO OR MORE RACES</td>
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# APPENDIX C: ATCOG Job Titles and Salary Ranges

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### APPENDIX D: ATCOG Employment Practices

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<td>1 1 100</td>
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</tr>
</tbody>
</table>

The below chart is an example of what ATCOG’s data table for persons with disabilities and veterans will look like in the future. ATCOG will begin collecting data from 7/26/2017 forward.
### APPENDIX D: ATCOG Employment Practices

#### Executive/Senior Level Officials and Managers

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Male</th>
<th>Female</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applied</td>
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<tr>
<td>% Hired</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

#### First/Mid Level Officials and Managers

<table>
<thead>
<tr>
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<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applied</td>
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<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Hired</td>
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<tr>
<td>% Hired</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

#### Professionals

<table>
<thead>
<tr>
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<th>Male</th>
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<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applied</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hired</td>
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<tr>
<td>% Hired</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

#### Technicians

<table>
<thead>
<tr>
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<th>Male</th>
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<th>Male</th>
<th>Female</th>
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</thead>
<tbody>
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<td>Applied</td>
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<td>1</td>
</tr>
<tr>
<td>Hired</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>% Hired</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
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</tbody>
</table>

#### Sales Workers

<table>
<thead>
<tr>
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<th>Male</th>
<th>Female</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
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<td>% Hired</td>
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#### Administrative Support Workers

<table>
<thead>
<tr>
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<th>Male</th>
<th>Female</th>
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</thead>
<tbody>
<tr>
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<td>% Hired</td>
<td>20%</td>
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#### Craft Workers

<table>
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<tr>
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<th>Female</th>
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</thead>
<tbody>
<tr>
<td>Applied</td>
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<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Hired</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>% Hired</td>
<td>100%</td>
<td>100%</td>
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#### Operation

<table>
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<td>% Hired</td>
<td>100%</td>
<td>100%</td>
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#### Laborers and Helpers

<table>
<thead>
<tr>
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<th>Male</th>
<th>Female</th>
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</thead>
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<tr>
<td>Hired</td>
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<td>% Hired</td>
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#### Service Workers

<table>
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</thead>
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</tr>
<tr>
<td>Hired</td>
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<tr>
<td>% Hired</td>
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#### Total

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<td>72%</td>
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### Totals

- Separations: 20
- Disciplinary Actions: 10
- Applicants: 142
- Promotions: 4
- Hires: 31
ATCOG will begin capturing data for job training that fosters promotion potential. Below is an example of what the data table will look like.

<table>
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<th>Hispanic</th>
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<th>Black or African American</th>
<th>Native Hawaiian or other Pacific</th>
<th>Asian</th>
<th>American Indian or Alaska Native</th>
<th>2 or More Races</th>
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<th>American Indian or Alaska Native</th>
<th>2 or More Races</th>
<th>TOTAL TRAINED</th>
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</tbody>
</table>
2.01 EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the ATCOG to provide equal employment opportunities to all applicants for employment and to all employees. This is in order to prohibit discrimination against any person in job structuring, recruitment, examination, selection, appointment, placement, training, promotion, demotions, discipline, or any other aspect of personnel administration based on race, age, religion, color, national origin, sex, genetic information or disability. Employment decisions will be made only on the basis of bona fide occupational qualifications and job-related factors such as education, training, experience, knowledge, attitude, aptitude, and necessary skills and abilities to perform a specific job.

In order for Ark-Tex Council of Governments to ensure it is providing a workplace free of any discrimination or unlawful actions, the Board of Directors has approved an Equal Employment Opportunity (EEO) Plan. The agency and its employees will abide by all guidelines in the EEO Plan. The EEO Plan Policy Statement is included as an attachment in this section (Section 2, Equal Employment Opportunity and Affirmative Action), and will hereafter be a permanent document in the ATCOG Policies and Procedures Manual, with amendments as necessary.

4.03 HIRING AND APPLICATION PROCESSING PROCEDURES

1. REQUEST TO FILL VACANCY: When a vacancy exists, a “Position Request” form will be initiated and signed by the Program Manager, Division Director and Executive Director. The requesting authority will indicate on the form the preferred method of filling the position as outlined below in #2. Requesting authority must state the justification for method selected. Completed Position Request forms, along with a current Job Description, will then be forwarded to the Human Resources Office (HRO) for processing. Job Descriptions must meet the current format stating Essential and Non-Essential Job Functions in accordance with the Americans with Disabilities Act. No consideration will be given to filling a vacancy without a current Job Description having first been constructed.

2. METHOD OF FILLING POSITIONS: Vacant positions will be filled by one of the following methods, and it is highly desirable to follow the order of methods described. However, any one of the below-listed methods may be utilized without consideration to the listed order. The Executive Director will have final authority in determining the method to be used in filling vacant positions.

   a. Promotion of an existing employee provided the employee is qualified for the position.
   
   b. Transfer of a qualified employee from another position regardless of current work area.
   
   c. In-house advertisement opened to regular full-time, regular part-time and temporary employees only.
d. Outsourcing to an Employment Agency. This involves placing a requisition for a predetermined fee with a placement agency that will refer three (3) qualified candidates for interview.

e. External advertisement open to the general public as well as current employees, both regular and temporary.

f. Recruitment and direct hire of a highly qualified individual.

3. ADVERTISED POSITIONS: All advertised positions, In-house and External, will be posted for not less than ten (10) days:

a. In-House: In-House advertisement will be posted on bulletin boards where they most likely will be seen by a majority of employees. All field offices will be provided a copy of job advertisements to post.

b. External: External advertisements will be posted as described above, in addition to being placed in newspapers, magazines, employment letters and any other publication that will reach the greatest number of applicants for the vacant position. Generally a closing date will be stated in the advertisement; however, technical or professional positions may be left opened until filled.

EXCEPTION: An open advertisement for driver applications will continuously be posted on the ATCOG website. Periodically the HRO will post an advertisement for drivers in local newspapers to accept applications.

4. ACCEPTANCE OF APPLICATIONS:

a. In-House: All In-House applications will be accepted by the HRO.

b. External: All external applications will be received by the Receptionist and stamped with the official ATCOG “Received” date and time stamp. Applications will be forwarded to the HRO where they will be placed in the applicant folder and held until the announcement is closed. The applications will then be processed in accordance with these procedures.

EXCEPTION: All driver applications will be forwarded to the HRO. The HRO will score the driver applications before filing unless there is an immediate opening. If there is an immediate opening, the HRO will forward qualified driver applicants to the Hiring Authority for review. Driver applications will be kept on file for two (2) years unless applicant is hired.

5. APPLICATION SCORING: Qualified applicants will be scored utilizing a standardized and uniform scoring method that ensures equal consideration is given to all applicants.

a. Scoring Criteria: The HRO will develop the Application Scoring Criteria taking the following into consideration. The Scoring Criteria will be forwarded to the appropriate Director for review and approval prior to the start of the application scoring process.
(1) Scoring criteria will be based on the Job Description utilizing education, knowledge, skills and abilities.

(2) Related college level course work may be used as scoring criteria, provided it was previously identified and stated in the Job Description and Job Announcement.

(3) Unrelated education will not be used as scoring criteria unless it exceeds the required educational level as stated in the Job Description and Job Announcement.

(4) Unrelated experience will not be used as scoring criteria unless it exceeds the level of knowledge, skills and abilities as stated in the Job Description and Job Announcement.

b. Scoring Applications: The HRO will review all the applications and make initial determination as to whether the applicant meets the minimum qualification requirements. Applications of qualified applicants will be scored utilizing the developed and approved scoring criteria, and will then be forwarded to the Hiring Authority, or designee.

(1) Applications will be scored by only one person and not divided between multiple employees so as to ensure standardized scoring of all applicants. The person scoring should make notes on how scores were determined for clarification purposes.

(2) All applications submitted for scoring must be scored in accordance with procedures as stated herein. Deviation must be approved by the Executive Director prior to the commencement of the scoring procedures.

(3) Application scoring will be on a “pure” scoring method, i.e., applications will be scored based on items specifically identified on the application and attached documents such as a resume.

(4) An item where the quantity or level of proficiency cannot be readily discerned must receive a “0” score.

(5) The person scoring the applications will total the scores on the scoring sheet.

(6) The HRO will prepare interview folders for the top three (3) qualifying applicants, or more if circumstances dictate. The folders will be submitted to the Hiring Authority, or designee, for interviews.

6. INTERVIEW PROCEDURES:

a. Interview Questions: Interviews will not be scheduled or conducted prior to the development of interview questions.

(1) Interview questions will be developed jointly by the Hiring Authority and the HRO utilizing the format provided by the HRO.
(2) All interview questions must be based on bona fide occupational qualifications (BFOQ); that is, all questions must be relevant to the job requirements that the applicant will be performing as identified by the job description.

(3) Interview questions must be submitted to the HRO for review prior to scheduling of any interviews. The HRO will review proposed questions for conformity to all state and federal requirements and relevancy based on the Job Description and BFOQs. The HRO will have final authority as to the construction of questions to be submitted to applicants in the interview process.

(4) Upon acceptance and approval, the interview questions may not be changed or modified without review by the HRO. Only approved questions may be submitted to applicants. All applicants interviewing for a specific position must be presented with the same exact questions. Only follow-up questions may differ.

b. Interview Format: All interviews will be conducted using an “interview panel” selected by the Hiring Authority, or designee. The interview panel will be composed as follows:

(1) The interview panel will be composed of not less than two (2) nor more than three (3) regular full-time staff members. In the case of highly technical or professional positions, external non-staff members who have expertise in the field or area of concentration may be called upon and utilized to compose an interview panel.

(2) Members of the interview panel will consist of at least the Hiring Authority or designated representative and a “peer” of the position or similar position if such peer is available. If such peer is not available, a staff member of equal job classification will be used. The third member, if used, will be a regular full-time staff member of equal or higher job classification, within the same area of work. If such staff member is not available, a staff member of a different work area may be used provided such staff member has sufficient knowledge of the job tasks to be performed by the prospective applicant.

(3) Composition of the interview panel will not change until all interviews have been completed unless approved by the Executive Director.

c. Scheduling of Interviews: Upon acceptance and approval of the interview questions and the interview panel composition, the HRO and the Hiring Authority, or designee, will jointly determine the interview schedule.

(1) Interviewees will be given sufficient prior notice of the interview time and date so as to make any personal arrangements necessary to meet the interview schedule.
The HRO will notify the prospective interviewees, by phone, of the date, time and place the interviews will be conducted. Such notification will be confirmed by letter mailed to the applicant’s home address.

d. Pre-Interview Process: After an interview schedule has been determined and the prospective interviewees notified, the HRO and the Hiring Authority will jointly prepare for the interview process.

(1) The HRO will develop an interviewer’s folder for each member comprising the interview panel and give it to the Hiring Authority, or designee, not less than two working days prior to the scheduled interviews.

(2) The interviewer’s folder will consist of the following items:

(a) A Job Description for the position will be attached to the inside left cover of the folder.

(b) A complete set of interview documents will be attached to the inside rear cover of the interview folder for each applicant to be interviewed.

(c) The set of documents will consist of an Application Processing form which lists all the interviewees’ names and date and time of interview, an interviewer’s scoring sheet, a copy of the interviewee’s application, test scores (if any), and a copy of the approved interview questions.

e. Conducting the Interviews: The following procedures will apply while conducting interviews.

(1) The panel member who will be supervising the position will be designated as the panel leader, who will be responsible for conducting the interviews in accordance with these procedures.

(2) The HRO may participate in or monitor the interview process at any time, and may intercede and prevent an interviewee from answering any unauthorized or prohibited question.

(3) Members of the panel will conduct themselves in a professional manner at all times. The interviewee shall be made to feel at ease as much as possible. Cordial conversations are permissible; however, discussions regarding any restricted subject matter are strictly prohibited.

(4) The Receptionist will notify the panel leader when an interviewee arrives. The panel leader will greet the interviewee, exchange introductions, and escort him/her to the interview site. The panel leader will introduce all panel members to the interviewee.

(5) The panel leader will begin by giving a brief overview of the purpose and functions of ATCOG and explaining the interview procedures in
acCORDance with guidelines. The panel leader will ask if there are any questions regarding the interview process; he/she will answer any questions the interviewee has, insuring the interview process is fully understood.

(6) The panel leader will then present the interviewee a copy of the Job Description with instructions to read and review it. After allowing sufficient time to review the Job Description, interview questions will begin.

(a) The panel leader may decide if the questions are to be asked singularly by each panel member or in groups of any number as desired. Allow time for the interviewee to complete the response.

(b) The same voice inflections and tones will be used as much as possible on all questions to all interviewees.

(c) All panel members will take individual notes of answers given to aid in scoring at the conclusion of the interview.

(d) At the end of interviews, each panel member will score the interviewee’s answers on the questions sheet by circling the appropriate number. Each individual will make his/her own scoring decisions; panel members will not collectively decide what score to give on a particular question.

(e) Interview panel members will make assessments of the interviewee on each “Interview Score Sheet” to include, but not limited to:

1. Interviewee’s name/date of interview
2. Perception of the interviewee’s characteristics
3. Strengths and weakness displayed by the interviewee
4. “Total Points from Response Sheet” (Leave “Average Score from All Interviewers” blank for HRO to complete after all interviews have been completed)
5. Signature of interviewer

(7) Upon completion of all interviews, the interviewers’ folders will be forwarded to the HRO to review and tally interviewers’ scores.

f. Selection Process: Once the interviews are complete and the interview scores tallied, the HRO will take to the appropriate Director the folder containing applications, completed interview questionnaires, test scores, if any, and interviewers’ scoring sheets for each interview.

(1) The Director, program manager or supervisor, as appropriate, will review all interview documents and make a tentative selection, normally the interviewee with the highest interview scores. It is recognized that not all candidates interview alike and the most qualified candidate may not have scored the highest during the interview. Therefore, any one of the three
(3) highest scoring interviewees may be recommended for selection provided justification is based on bona fide occupational qualifications (the most qualified candidate).

The selecting manager or supervisor will complete the applicant selection portion of the Application Processing form. The form will include the grade level of the job and grade step to be offered. Generally, Step “A” is offered to entry-level employees, but a higher step may be offered initially based on level of experience and proficiency possessed. The Executive Director will make the final decision if there is a question about the beginning grade and/or step. Once the Executive Director approves the Application Processing form it will be forwarded to the HRO.

Upon final approval of selected applicant, the HRO will conduct a check of the applicant’s work and personal references. In addition, the HRO will conduct a driver’s record check and a criminal background check on all perspective employees. Once completed, the HRO will notify the Hiring Authority or designee that applicant is “acceptable” or “not acceptable.”

If the reference check is acceptable, the HRO will make an offer of employment to the selected applicant in accordance with the procedures herein.

**EXCEPTION:** Interview process for drivers will be as follows: When a vacancy exists, the Manager will complete a Position Request form. Once this form is received, the HRO will pull qualified driver applicants for the Hiring Authority to interview. The Hiring Authority will select at least one (1) other employee to serve on a panel to conduct the interviews. All applicants will be asked a set of questions. Once the interviews are complete, the Hiring Authority will follow the Selection Process.

7. **OFFER OF EMPLOYMENT:** The HRO will make the initial contact with the prospective new employee by telephone followed by a written offer of employment. All offers of employment will include the wage grade and step of the position, will identify any conditions of employment, and will include information regarding employee benefits. Offers of employment may be in one of the two following forms:

   a. **Conditional Offer of Employment:** This offer is conditioned on the successful completion of other job-related qualification factors. This may also be used should the need exist to perform a medical evaluation to determine if a prospective new employee can physically perform the essential functions of the job.

   b. **Offer of Employment:** This offer is not conditioned on any other qualifying factors.

8. **USE OF TEMPORARY AND LEASED EMPLOYEES:** Leased employees may be used in situations where a position is vacant and the workload cannot be distributed to other employees until a replacement is secured. Temporary employees may be used in situations where a position exists and the duration of the job is not projected to continue beyond six (6) months. Routine use of temporary and leased employees is costly, non-productive, and prohibited. The following procedures will apply to use of Temporary and Leased employees.
a. **Length of Employment**

   (1) Leased employees may be hired for a period not to exceed sixty (60) days except where a longer period has been authorized, in writing, by the Executive Director. A copy of any such authority will be attached to the Position Request form and filed with the HRO.

   (2) Temporary employees may be hired for a period not to exceed six (6) months except where a longer period has been authorized, in writing, by the Executive Director. A copy of any such authority will be attached to the Position Request form and filed with the HRO.

b. **Requesting Temporary/Leased Employees**

   (1) A “Position Request” Form must be completed and signed by the Program Manager, Division Director, and Executive Director. The signed Position Request Form must then be forwarded to the HRO for processing.

   (2) The Position Request must state the following information:

   (a) Type of employee required (temporary or leased).
   (b) Qualifications desired in the employee. Generally, the qualifications of the position to be occupied or those of a similar position will be used.
   (c) Hourly wage to be paid for employee’s service.
   (d) Inclusive dates employee’s service will be required.
   (e) Justification or need for the position.
   (f) Funding source for this position.

c. **Obtaining Leased Employees.** The HRO will determine which personnel agency should be contacted and will make such contact. All leased employees will first report to the HRO for initial processing prior to reporting to their work station.

d. **Obtaining Temporary Employees.** The Executive Director will determine the method used to select temporary employees. In most instances, temporary employees will be hired by the same methods used in securing regular employees.

e. **Releasing Temporary/Leased Employees:** The HRO will be notified one week prior to the end of a temporary/leased employee’s assignment, except under the following circumstances, in which case immediate notification is required.

   (1) When the employee is found to be unqualified, non-proficient, or unsuitable for the position they were hired to perform.

   (2) When the employee is found to be unreliable in reporting for work on time or fails to report to work without prior permission from the Supervisor or Program Manager.

   (3) The employee knowingly violates the policies and procedures of ATCOG.
Under these circumstances, the Program Manager/Division Director will notify the HRO immediately and a joint decision to release the employee will be made. If a leased employee is to be released, the employing personnel agency will be notified by the HRO prior to the actual release of the employee, when possible. The Executive Director must approve the release of Temporary employees except at conclusion of program or work project.

6.26 ADMINISTRATIVE LEAVE

The Executive Director shall have the authority as granted by the Board of Directors to award administrative leave in certain situations and at his discretion to all employees not involved in the direct delivery of services. Employees who are already on scheduled annual, personal or sick leave when the administrative leave is awarded will be charged the scheduled leave for the administrative day.

9.07 OVERTIME - GENERAL

The policy of ATCOG is to prevent overtime, whenever possible. However, nonexempt employees may be required to provide services in addition to normal hours or on weekends or holidays. Overtime is defined as hours worked in excess of the allowable number of hours under the Fair Labor Standards Act (FLSA): 40 hours per seven-day workweek. Under the FLSA, overtime applies only to nonexempt employees.

1. ATCOG is a public employer and is subject to the public employer provisions of the Fair Labor Standards Act that may differ slightly, regarding overtime, from those of a private employer.

2. Procedures will be developed in accordance with the FLSA.

3. Hours worked in excess of 40 hours in a seven-day workweek will be compensated with compensatory time off at one and one-half hours times the overtime hours worked.

4. Employees must use all compensatory time before using annual or sick leave unless annual leave will meet maximum accrual within 30 days.

5. Those employees with 20 or more compensatory hours must schedule leave and be given priority for that leave to be taken. Employees must schedule accrued compensatory hours within 12 months of accrual.
INTERLOCAL CONTRACT  
between  
ARK-TEX COUNCIL OF GOVERNMENTS and EAST TEXAS COUNCIL OF GOVERNMENTS

I. PARTIES  
This Interlocal Contract, is entered into by and between the following entities:

- East Texas Council of Governments ("ETCOG"), with its region referred to as the "East Texas" region; and
- Ark-Tex Council of Governments ("ATCOG") with its region referred to as the "Ark-Tex" region.

II. RECITALS  
WHEREAS ATCOG and ETCOG are Texas Local Government Code Chapter 391 Regional Planning Commissions, and
WHEREAS Texas Government Code Chapter 791 authorizes interlocal contracts,
WHEREAS, The Parties have an interest in improving transportation within the East Texas and Ark-Tex Regions;
WHEREAS, grant funding for certain transportation planning and improvements is greatly enhanced by collective efforts and cooperative projects for the benefit of all citizens; and
WHEREAS, such cooperation is considered to be in the public interest of all citizens within the East Texas and Ark-Tex Regions;

The Parties expressly agree as follows:

III. COOPERATION REGARDING TRANSPORTATION FUNDING AND PROJECTS  
In exchange efficiencies, enhanced opportunities, and for public interest benefits to the citizens served by The Parties, it is specifically agreed that The Parties are partnering to submit grant applications seeking transportation-related funds, for the specific purposes of benefiting the East Texas and Ark-Tex Regions with projects that may include, but are not limited to:

- Veteran’s Transportation to Overton Brooks VA Hospital in Shreveport, LA
- Expanded rural services for both of our respective regions

The Parties shall work together in regard to the identification of funding requests and projects suitable for cooperative efforts. The parties shall contribute their respective time and efforts to such funding requests and projects at no charge to each other.

IV. OVERSIGHT FOR JOINT PROJECTS  
The Parties shall each designate a representative for establishing project details, including each entity’s responsibilities (grant writing, research and planning, support, available sources, engineering,
bonding ability, etc.). Costs for projects will be subject to mutual agreement in view of available funding sources. Additional terms of financial management will be determined if grant funds are awarded and once the amount of such funding (if any) is known. Specific grant projects that are awarded will be documented in the form of an addendum to this Contract detailing the nature and budget of the grant. See Addendum #1

V. CURRENT REVENUE

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

VI. AUTHORITY AND EFFECTIVE DATE

This Agreement goes into effect once executed by the respective governing bodies of both ATCOG and ETCOG.

VII. DURATION AND RENEWAL

This Agreement shall renew annually on its effective date for an additional term of one year unless either signatory decides to dissolve. Each party may terminate this Agreement upon sixty (60) days written notice to the other party.

VIII. NO ASSIGNMENT

The Parties may not assign this contract.

IX. TEXAS LAW

Texas law shall apply.

X. MEDIATION

Parties will agree to informal mediation prior to any litigation.

XI. FORCE MAJEURE

The Parties shall be relieved of obligations under the terms of this MOU in the event that performance by a party is interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from such performance for the same amount of time as such occurrence shall have lasted or as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

XII. SEVERANCE AND SURVIVABILITY

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if
such invalid, illegal, or unenforceable provision had never been contained within it.

IN WITNESS WHEREOF, ETCOG AND ATCOG have caused this agreement to be duly executed this _____ day of ______, 2017.

FOR ETCOG: 

BY: ____________________________

FOR ATCOG: 

BY: ____________________________
ETCOG was awarded a TxDOT Regional Planning Demonstration Grant in the amount of $106,250. Under the grant, ETCOG will work with ATCOG to coordinate service across agency boundaries to remove transportation barriers with emphasis on Veteran transportation needs.

TxDOT will execute the Project Grant Agreement with ETCOG and ACTOG's involvement will be evidenced by this agreement. ATCOG will bill ETCOG for work performed related to the grant and ETCOG will reimburse ATCOG.

The specifics of the grant are attached to this addendum, which details the work to be done and the respective responsibilities. The budget for the contractual work under the grant is attached detailing the ATCOG staff positions involved in the grant and the amount of reimbursement for each position covered. All reimbursement will be based on this budget.
**Project Summary**

1. **Project Service Area, enter the percentage of each**
   - Rural: 100%
   - Urban: %

2. **State Planning Region**
   - 0

3. **What is the project name?**
   - ETCOG & ATCOG Coordination Planning Project

2. **Provide a summary of the proposed project(s) for which the funds will be used.**

   The proposed RTCP Demonstration Project will seek to provide effective, efficient transportation across Service Area boundaries between ETCOG and ATCOG to the north. The need for such a project became apparent through the 5 Yr Regionally Coordinated Transportation Planning process. ETCOG received feedback from residents in Harrison, Camp and Marion Counties that have the need to travel to areas outside the service area primarily for medical destinations. Likewise, ATCOG received comments from numerous residents in Cass, Morris, Titus, Franklin & Hopkins Counties that have no way to get to destinations within ETCOG’s service area. The goal of the Demonstration Project would be to research the possible coordination routes in order to start closing the gaps. This would involve looking at existing resources, demand, timing, possible locations to “meet” and transfer passengers, among others. This information would then be evaluated to determine where the largest initial impact could be made and then prioritizing all suggested routes. Once this determination is made, implementation of coordinated service would begin. One of the top priorities that ETCOG and ATCOG are already well aware of is the need for Veterans to reach the VA hospital in Shreveport. The goal will be to coordinate access for veterans in ATCOG’s service area with the upcoming shuttle that ETCOG will be operating with Amtrak.

3. **The Texas Transportation Commission has established the Strategic Plan. Demonstrate to what extent the project responds to one or more of the Strategic Plan goals.**

   The proposed demonstration project responds directly to several of TxDOT’s Strategic Plan goals. The first goal stated in the plan is, “Deliver the Right Projects”. We clearly believe that the project proposed is the “Right” project for many reasons. It has grown out of the 5Yr Plan, which in and of itself was the product of a yearlong planning process, with much input from the public and stakeholders. The need being addressed by the project was identified many times from various groups and individuals. Additionally, the coordination aspect between ETCOG and ATCOG furthers this case. The second goal is “Focus on the Customer”. The proposed project could not better exemplify this goal. The customer that is currently not being served and cannot be served with our service area structure will now be served. They will be able to get where they need to go outside of their service area boundaries. The third goal is to “Foster Stewardship”. This can be defined as being good stewards of the public financial resources. By cooperating and working together to provide this needed service, efficiencies are gained. Therefore less resources are needed to accomplish the task and financial resources are utilized to the fullest extent possible. The fourth goal is to “Optimize System Performance” with one such item identified as “Enhance connectivity and mobility”. By working together the way the project proposes ETCOG’s region will be connected with ATCOG’s region with the mobility of the residents improved. The fifth and sixth goals of “Preserve our Assets” and “Promote Safety” are addressed by not duplicating services and safely transporting our passengers to their destinations. Both agencies involved follow these guidelines as a normal course of business. The seventh and last goal is “Value our Employees”. Again both ETCOG and ATCOG will work together to see that our staff is involved in this project in a meaningful way, thereby valuing their input and contributions.

4. **Identify project partners and describe what each partner will do for the project.**

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05/22/2017
<table>
<thead>
<tr>
<th>Partner Name</th>
<th>Description of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ark-Tex Council of Governments</td>
<td>Full project partner involved in all aspects of planning and implementation.</td>
</tr>
<tr>
<td>Area Agency on Aging</td>
<td>Act as awareness, education and referral partner</td>
</tr>
<tr>
<td>East Texas Veteran’s Resource Center</td>
<td>Assist with veteran coordination, including education and coordination</td>
</tr>
<tr>
<td>Senior Services of Texarkana</td>
<td>Partner to gather data from thousands of Seniors that are on the “Meals on Wheels” program and educate the Seniors of the program.</td>
</tr>
</tbody>
</table>
Project Description

1. Provide a project description, detailing the proposed project and how the project addresses the demonstrated need for the project. *
   The proposed project includes steps necessary to close gaps in service identified in the 5 Yr planning process. The gaps in service revolve around the need for residents to travel to destinations outside of the respective Transit Agencies’ boundaries. The need exists for residents in ETCOG’s Service Area to travel to locations within ATOG’s Service Area. Likewise, ATOG’s residents need to travel to ETCOG destinations. Moreover, veterans in both ETCOG’s and ATOG’s Service Areas have a need to reach the VA Hospital in Shreveport, Louisiana. The goal of the project is to close the gaps.
   The initial step will be to better define the extent and nature of the demand. While we already have feedback via surveys and meeting input stating the need to travel across this boundary, we will need to research and evaluate the various aspects of the need. We will start by gathering all information required to reach a determination of the highest levels of need. Public Meetings, surveys and coordination with other agencies (many of them were just involved in the 5 Yr Plan) will be utilized in order to gather the data. Surveys will be on-line and hard copy and will be distributed via health & human service agencies and other stakeholders involved in the 5 Yr Plan taking advantage of Facebook and other social media sites. Meeting will be held in all communities along the border, as they are most likely to need the service. We need to know where exactly the residents need to go, where the concentrations of residents are needing this service. We also need to know the frequency of their trip needs (i.e. will service one day per week suffice, if so what day, etc), and time of day for scheduling decisions. Once this information is gathered then it will be analyzed so the priorities for routes can be determined. It should be noted that ETCOG is in the process of launching shuttle service to the VA in Shreveport via an agreement with Amtrak. It is highly likely that including ATOG’s veterans in this service would be the first new service launched.
   Once priorities are set, the locations for transferring passengers between ETCOG and ATOG or vice versa will be considered from a timing and ease of access standpoint. At this same time the evaluation of resources will take place. This will involve drivers, scheduling/dispatch, fuel, etc. When the routes and schedules are set the marketing material will be developed emphasizing the NEW Service being launched is ETCOG partnering with ATOG to make it possible with the support of TxDOT.
   The next phase will be implementation of the services in the order that they were prioritized by the process above. This is expected to happen one route at a time in order to ease the impact of resources and allow for adjustments based on issues that may arise. Once the routes are up and running the outputs of the service will be evaluated for effectiveness and efficiencies. The number of passengers, cost per passenger, cost per mile and other measures of performance will be used in this evaluation.

2. Provide clear goals with associated objectives for the project. *
   The goal of the Demonstration Project is to provide effective, efficient transportation across Service Area boundaries between ETCOG and ATOG to the north, thereby closing current gaps in service.
   Objective 1: By September 15, 2017 execute partnership agreement with ATOG for involvement
in the project. Additionally, confirm involvement of all other partner agencies and their role in the process.

Objective 2: By September 30, 2017 release surveys via on-line, social media and hard copy. Set
meeting dates, locations and times to gather community input.

Objective 3: By December 1, 2017 finalize prioritizations for Route options.

Objective 4: By January 31, 2018 release marketing material in advance of launch.

Objective 5: By March 1, 2018 launch first route (assumed to be VA Route to Shreveport).

Objective 6: By April 1, 2018 make adjustments to route.

Objective 7: By June 30, 2018 have all viable routes operating.

Objective 8: By August 31, 2018 Complete report of the results of the demonstration project. This
will include information on the success of the information gathered and the routes launched.

3. Specifically describe project tasks to achieve the objectives identified above. *

Activity/Task 1: Draft Partnership Agreement for execution by ATCOG, have attorney review and
approve. Then have ETCOG & ATCOG execute document.

Activity/Task 2: Convene meeting of all 5 YR Plan partner agencies/stakeholders to discuss the
plan of action to achieve the goal. This includes assigning specific roles and responsibilities for
the "Information Gathering Phase"

Activity/Task 3: Develop surveys and other outreach/research material.

Activity/Task 4: Set Meeting dates, locations and times for Public Meetings. Distribute
information from task 3 & task 4.

Activity/Task 5: Hold meetings throughout the affected service areas of ETCOG and ATCOG to
gather information on demand.

Activity/Task 6: Utilize staff to analyze all information gathered through the public input process
(surveys & meetings). This will involve assessing levels of demand from certain areas to various
destinations, as well as days/times of need. The results of this process will be used to prioritize
possible routes.

Activity/Task 7: Develop all marketing material to promote the new service being launched and
distribute throughout the communities involved utilizing stakeholders, social media and media.

Activity/Task 8: Allocate necessary staff for the service and train them prior to implementation.
This includes schedulers, dispatchers and drivers, in addition to, office staff.

Activity/Task 9: Launch first priority Route.

Activity/Task 10: Take steps to get feedback from passengers on the new service. Ride-alongs
and surveys, in addition to inquiries by phone will be the means of collecting the info which will
then be reviewed.

Activity/Task 11: Recommended changes to service will be implemented from the results of Task
#10.

Activity/Task 12: Launch additional Routes per the prioritized service determined in Task #6.

Activity/Task 13: Collect date for all services provided as part of the demonstration project.
Analysis of performance of both customer experience and system efficiency will take place.
Results of this will be reported by the end of the planning process.

4. Identify how this project meets the scope and objectives of the grant program and any specified priorities
outlined in this call for projects. *
This project specifically meets the priorities in the call for projects as it is an identified strategy in the recently developed regional public transit-human services transportation plans. This is outlined above in questions 1-3.

**Demonstrated Need**

1. Describe service gaps, performance gaps, or unmet needs that will be filled or met by the proposed project. Provide convincing data to validate that the project is needed. *

   As explained previously, the proposed project was designed specifically to close service gaps that were identified in the 5 Yr Plan for ETCOG, as well as, the 5 YR Plan for ATCOG. In the respective service areas for the rural transit districts, it became painfully clear that residents have the need to travel outside of the service areas, especially when it comes to medical care. In ETCOG's 5 Year Plan on page 94 data from the workshop in Marion County lists “Need for greater connectivity between GoBus and TRAX (ATCOG). Again on page 101 in the Recommendations Exhibit “Establish link between GoBus and TRAX (Texarkana) appears. In ATCOG’s 5 Yr Plan on page 15 is states “Need exists for “Out of Service Area medical services, especially for Veterans’. On page 18 a Major “Unmet Need Category” is Access to Destinations outside of Service Area. It goes on to list the following:
   - Veteran Transportation to Longview/Tyler & Bonham clinics & Shreveport VA Hospital.
   - Demand for trips to Marshall, Longview & Tyler (mostly medical)

   The plan lists Coordination with ETCOG and Pursuing VA funding as the means to meet these needs.

   On page 19 ATCOG’s Plan shows working with Adjacent Rural Transit Systems as one of the Opportunities for closing gaps and meeting needs. On pages 32-38 the plan addresses needs by County and for Cass, Morris, Titus, Franklin and Hopkins Counties identifies, “Residents have a need for out of area service with medical destinations in Marshall, Longview, Tyler, including VA facilities in Shreveport, LA.

   It is clear that the need not only exists but has been identified in many locations by various means of input across the respective service areas. The proposed Innovative Demonstration Project will provide the resources necessary to “drill down” into these identified needs and provide the structure to develop services to close the gaps.

2. Identify goals, objectives and/or priorities that are included in the area’s five-year public transportation/human services transportation plan that relate to the need for the project. *

   This is outlined above in question 1.

**Project Implementation**

1. Provide a detailed workplan for the project; include tasks that relate to the projected goal or objective, the responsible party (individual or group) for the task, estimated completion date for each task, and identified deliverables as appropriate. *

   See the Project Workplan attached to the Project Evaluation Form

2. Identify benchmarks or milestones that can be used to guide tasks and make a determination if the project is on track to be completed in the time specified in the workplan. *
See Attachment A “Sample Project Workplan” at the end of the Instruction document.

3. Describe any other funds, in addition to the grant funds, that will be used to implement and sustain the project/service.
   *In-Kind* matching funds are being provided by the participating agencies. As outlined in their letters of commitment, they stand prepared to dedicate staff time to assisting in this project. This is very meaningful, especially in reaching the target population in order to collect data and broaden awareness of the service.

The issue of sustainability of the project will take the coordinated work of ETCOG and ATCOG to develop sponsors/partners. We are optimistic about successfully achieving this based on the benefit to medical facilities of “out of area” patients now being able to reach them. This broadens the facility’s market area and will reduce no-shows and late cancellation of appointments due to transportation issues.

Additionally, ATCOG has successfully sourced nearly $200,000 through sponsorships in Paris, TX for a new project there. Replicating that model to source local match should be doable.

**Roles and Responsibilities of Stakeholders**

**Examples of local stakeholders can include, but are not limited to, the following:** local businesses, workforce agencies, human service agencies, city officials, riders or the general public.

1. Describe what groups/entities (stakeholders) were consulted or assisted in the development of this specific project. Describe how they participated in the project development.
   *In all honesty, the “project development” grew out of a goal of the 5 YR Plans of ETCOG and ATCOG. Discussions started between the agencies even before the 5 YR Plan was finalized on this issue, especially as it pertains to veterans. Both agencies agreed that the out-of-area gaps needed to be addressed. Figuring out how to accomplish this was the problem. The resources necessary to take on this challenge needed to be found. The Call for Applications for Innovative Demonstration Projects provided the perfect opportunity to move this forward. The fact is this already identified goal fit perfectly into the parameters of the grant. We plan to take full advantage of this grant to meet the needs of our residents.

Ark-Tex Council of Governments - ATCOG is a full project partner involved in all aspects of planning and implementation. Since both agencies cannot be on the application, it was decided that ETCOG would be the actual applicant and ATCOG will be the partner agency.

Area Agency on Aging - Very involved in 5 YR Plan process. Very aware of Senior’s needs. They will distribute surveys and act as awareness, education and referral partner.

Veterans Service Office - Again this agency was very involved in the 5 YR Plan process. They provide ongoing information for the need regarding veteran transportation. They work specifically with the veterans to help assess demand & scheduling. They will assist with getting surveys completed and aid in awareness and referrals.

East Texas Veteran’s Resource Center - Another active member of the 5 YR Plan committee. They are another voice for the veterans regarding transportation needs. They will reach to the veterans to coordinate survey completion, and will aid in education and referrals through to the service.

Senior Services of Texarkana - Multiple members from this agency partner on a daily basis with senior staff at ATCOG. They are an effective means of gathering data from thousands of Seniors that are on the “Meals on Wheels” program. They will distribute surveys to homebound Seniors...
and to the Senior Meal Centers. Additionally, this help educates the Seniors of the program.

2. Of those groups/entities described above who will actively participate in proposed project activities? Describe the specific activity and their role in the activity. *
   
   All of the agencies listed above will be active participants in the project. Their involvement is also outlined above.

3. Describe steps you have taken or will take to coordinate with the Regionally Coordinated Transportation Planning lead agency(ies) in the project area. *
   
   This is a very simple question to answer as ETCOG is the Lead Agency for Region 6 and ATCOG is the Lead Agency for Region 5. Through their roles in their planning regions, they are charged with the responsibility of identifying gaps in service and then to endeavor to find the means to close the gaps. This project is a textbook example of that exact scenario playing out. ATCOG has provided a letter of Commitment to partner with ETCOG on this project.

Experience and Capacity

1. Describe the applicant agency’s experience with oversight and management of projects similar to the project being applied for. *
   
   ETCOG has been providing a successful transportation program for over ten years. Also, in 2009 ETCOG successfully started a flex route in Marshall, which is in Harrison County. We will also provide information on ATCOG’s experience and qualifications in this area since they are project partner. In July 2016, ATCOG successfully launched the Paris Metro fixed-route/Paratransit service in Paris, TX. This project grew out of the 2012 5 YR Coordinated Plan and ATCOG’s determination and resourcefulness brought it to fruition.

2. Identify project staff who will carry out the project, their qualifications and their role in the project. *
   
   Nancy Hoehn, Transportation Manager, will serve as the key point person coordinating all steps of the project with ETCOG. Nancy has served with ATCOG since 2014, prior to which she served as an Economic Development professional in the Chicago Metro area for 15 years working extensively in project management and grant administration.
   
   Emily Moore, Transportation Operations Specialist, will be actively involved in data collection and analysis. Emily brings with her years of experience with not-for-profits and most recently served as the grant specialist for ATCOG.
   
   Bobby Williams, Operations Coordinator, has worked in the public transit industry for close to 20 years. He will be involved in evaluating resources necessary to implement the recommendations of the process.
   
   Jim Camp, Director of Transportation ETCOG - Jim is a Senior Professional of Human Resources (SPHR) and a seasoned professional in transportation, logistics and human resources leadership. He brings industry leading best practices, gained from Fortune 100 companies, and is skilled in planning and execution of transportation infrastructure, budgeting, performance management, process improvement, and change management. Jim was the Regional Manager for Greyhound Lines and supported the VP of Operations, holding field management accountable and motivated to exceed fiscal, sales and service performance expectations year after year. He was also the Regional Director for FedEx Express and FedEx
Home Delivery.
Noweka Harvey, Fiscal Grant Management Specialist ETCOG - Ms. Harvey joined the East Texas Council of Governments in October 2012 where she has been a team member of the Financial Operations Department. She graduated from The University of Texas at Tyler in December 2011 and earned a Bachelor of Business Administration degree in Finance. She is presently Grant Management Specialist for the transportation department. She is strongly involved in overseeing the budget and day to day financial activity. She has over 5 years of experience in the financial field. As a lifetime resident of Kilgore, her desire will always be to make a difference in the lives of others in East Texas.
Katey Pilgram, Call Center and Technology Manager ETCOG - Katey has been a team member of the East Texas Council of Governments since July 20, 2008. Katey has 8 years in the transit industry. She started her journey as a dispatcher/scheduler with an eagerness to learn, eventually moving on to Fleet Maintenance, and other various projects and tasks. In 2012 Katey was named Technology Lead, in which she led a team on the journey of efficiencies through technology, eventually becoming a paperless system. In 2013 Katey was promoted to Call Center and Technology Supervisor. She currently oversees daily operations in the Call Center including, dispatch, scheduling, monitoring, data reporting, training, technology and RouteMatch software. Katey is an East Texas Native with a strong commitment to transportation.
Melissa Cure, Business Planning Analyst ETCOG - Melissa graduated from LeTourneau University with a Bachelor of Business Administration degree and is a native to East Texas. She has over 15 years of experience in the Transportation Planning Field and is the Financial Director for the East Texas Chapter of the American Planning Association. She specializes in regional public transportation planning and serves as liaison for the regional coordination planning committee. Melissa has a passion to serve and educate the community to ensure everyone is the region knows about their transportation options.

3. If a consultant will be used to carry out the project, describe the type of consultant services that will be procured. If an applicant already has an existing contract with a consulting firm that covers the proposed scope of work, include information regarding previous similar projects this consultant has worked on. *

   No consultant will be used for the proposed project.

   *Note: When consultant services are used, TxDOT must ensure all federal and state procurement processes are/have been followed. TxDOT usually oversees each phase of the procurement process.

**Project Evaluation**

1. Describe how the applicant, including any partners, intends to evaluate the success of the project. *

   The date collected to evaluate the performance & success of the project will be two-fold. The typical performance metrics of # of trips, cost per mile, cost per passenger, etc. is the first area of measurement. These results will come from scheduling software that generates the data. The second area of measuring the success of the project is the qualitative data that will primarily be received from the passenger experiences. They can answer better than anyone whether we have successfully closed the gaps in service through the demonstration project. We will conduct interviews with passengers and the advocate agencies to ascertain their reaction to the project. Only through this evaluation of the implementation of the project will the level of success be truly
Assessed.

Attach originally developed letters of commitment from stakeholders who will provide resources to this specific project.

Letters of Support

Attach originally developed letters of support from stakeholders that are endorsing the proposed project.

Other attachments per instructions.

Budget Worksheet
Projected Cost Worksheet

05/22/2017
Describe the methodology that will be used to evaluate the proposed project.

Is this a pilot project? *
✓ Yes No

1. Identify specific pre- and post-pilot project data to be collected. *
   
   As described in #2 below the pre-pilot project data will center around determining the level of demand (where people live, where they need to go, how often and when they need to go, for what purpose, are they ambulatory, will they ride with an assistant). These are the nature of the investigation and research prior to determining the structure of the service to be launched. Once the service is launched (in phases) the collection of data will revolve around how effectively the needs are being met and, therefore, the goal of closing the gaps is reached. This will look at system efficiency data in addition to responses from passengers. A final report on the findings of this year-long project will document the outcomes.

2. Describe how the data will be collected. *
   
   It is not enough to simply want to “close the gap” of residents needing transportation outside of their Transit Agency’s Service Area. This project must be approached in a well thought out methodical way. In order to develop sound, effective and efficient service, both qualitative and quantitative data must be gathered and analyzed. On the side of quantitative data, as was previously discussed, specific data points will be determined through a collaborative process between ETCOG and ATCOG. These will be data points deemed pertinent in formulating decisions as to how best to achieve the goal of closing the gaps. Examples of qualitative data will be information on the extent of the demand (where do people live, where do they need to go, how often and when do they need to go, are these times flexible or fixed, what percentage are ambulatory, will they have attendants). Many of these quantifiable inquiries will allow recommendations to be formed regarding location and frequency of trips, as well as, capacity constraints. An example of how this information is relevant can be shown with regard to the ETCOG Veteran shuttle service to Shreveport. ETCOG will be taking the veterans to Shreveport and Amtrak’s van service will be returning them. Amtrak’s van service has a limited capacity especially with regard to wheelchair bound passengers, which could easily affect the ability of ATCOG to partner in this service. The idea would be for ATCOG to meet the ETCOG shuttle and transfer veterans within their service area for the trip to Shreveport. If the qualitative data shows that the demand is too high, the ability to effectively partner on this service is jeopardized.

The qualitative data will be gathered via on-line and hard copy surveys that will be distributed through all 5 Yr Plan partner agencies & stakeholders, as well as, directly at meetings. Drivers have the ability to survey current passengers as they travel. Local media outlets and social media will be utilized as well. When it comes to the qualitative data needed to make the best decisions to reach the goal, direct communication with the target residents is the preferred method. This allows for dialogue providing more insight and background into the issues. Truly understanding the factors and variables that form people’s views and opinions allows for more comprehensive plans to be implemented. Working with the Advocate Agencies dealing with the target population also allows for insight into the qualitative data. These representatives have long history with their clients and
are aware of the details of the issues with transportation. One example is working with the Veterans Service Officer who interacts with hundreds of veterans weekly. He often hears of the frustrations of veterans in accessing VA healthcare due to lack of transportation. He is able to convey this information to us without us speaking directly to each of the veterans. Once the project is launched, a second phase of both qualitative and quantitative data collection will begin in order to evaluate the service and make needed adjustments.

3. Describe how the data collection process will be managed and monitored for quality assurance. *
Management staff at ETCOG will take the lead in the data collection process, with the assistance of senior staff at ATCOG. Surveys (both on-line and hard copy) provide tangible input that can be monitored for accuracy and completeness. This data can then be aggregated and analyzed. Staff from one or both agency will be present at Public Meetings to ensure that records are kept, sign-in sheets are completed and input/comments are thoroughly documented. Having just completed the 5 YR Plan, both ETCOG and ATCOG are qualified to conduct this research.

4. Describe how the data will be analyzed, distilled and synthesized to measure success of the project. *
As discussed previously, the initial data collection will be evaluated in-depth to formulate the recommended plan of action to close the gaps in service. The on-line survey software has the ability to provide analytics for data input. When hardcopy surveys are returned instead of on-line, the data will be entered into the software by ETCOG/ATCOG staff. The data collected to evaluate the performance & success of the project will be two-fold. The typical performance metrics of # of trips, cost per mile, cost per passenger, etc. is the first area of measurement. These results will come from scheduling software that generates the data. The second area of measuring the success of the project is the qualitative data that will primarily be received from the passenger experiences. They can answer better than anyone whether we have successfully closed the gaps in service through the demonstration project. We will conduct interviews with passengers to ascertain their reaction to the project.

5. Explain the rationale for using this particular methodology. *
ETCOG believes the multi-pronged approach described above will yield the most comprehensive set of information upon which to make recommendations and draw conclusions. Between the 2 Rural Transit Agencies involved there is a high degree of experience in gathering data and analyzing the same in order to respond to changing needs of the people served. The methods chosen for this project have proven to provide accurate and valuable data in similar situations.

The agency must commit to preparing a final report with observations and recommendations based on lessons learned and data analysis. This will include recommendations on whether the project could/should be replicated or implemented on a larger scale and resources required. If implementation is recommended, explain why and include any suggested modifications. If implementation is not recommended, explain why not.

✓ By checking this box the agency agrees to prepare a final report as described above. *
# BUDGET WORKSHEET

**Applicant Name:** East Texas Council of Governments  
**Federal Program:** USDOT 5304 Planning (PLN)  
**Fiscal Year:** FY 2018

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BYLAWS

ARK-TEX COUNCIL OF GOVERNMENTS

ARTICLE I

Name and Organization

There is hereby organized pursuant to the authority granted by Chapter 391 of the Local Government Code, Article 1011m, Revised Civil Statutes of Texas, and the Arkansas Interlocal Cooperation Act 430, an Interstate Regional Planning Commission, hereafter called Council, which shall be known as the Ark-Tex Council of Governments, a voluntary association of local governmental units located in the Texarkana, Texas area.

ARTICLE II

Purpose and Objectives

A. It shall be the purpose of the Council:

1. to encourage and permit local units of government to join and cooperate with one another to improve the health, safety and general welfare of their citizens;
2. to plan for the future development of the region to the end that:
   a. transportation systems may be more carefully planned;
   b. that the communities, areas and regions grow with adequate streets, utilities and health, educational, recreational and other essential facilities;
   c. that needs of agriculture, business and industry be recognized;
   d. that residential areas provide health surroundings for family life;
   e. that historical and cultural value be preserved;
   f. that the growth of the communities, areas and regions is commensurate with and promotive of the efficient and economical use of public funds;
3. to eliminate duplication and promote economy and efficiency in the coordinated development of the area.

B. In achieving these objectives, the Council may:

1. exercise any powers heretofore or hereafter conferred upon it by state law;
2. undertake studies, collect data and develop area plans and programs;
3. engage in such other activities as the Council finds necessary or desirable to accelerate area development and correct area problems;
4. receive and expend gifts, contributions and donations which may be made to the Council to accomplish its purposes;
5. apply and contract for, receive and expend funds from Council members, as provided in the Bylaws, to finance the costs of operations;
6. assist, encourage, and coordinate the activities of all parties concerned both public and private, in implementing those plans and programs which affect the growth and development of the area.

6.
ARTICLE III

Membership

A. Membership shall consist of local governmental units as defined in Section 18 of Article 1011m of Vernon’s Annotated Civil Statutes and of Chapter 391 of the Texas Local Government Code, and of the Arkansas Interlocal Cooperation Act 430, which may join by passage of an ordinance, resolution, order or other means, upon payment of dues as provided in Article XI of the Bylaws and approval of the Board of Directors of the Ark-Tex Council of Governments.

B. Local governmental units eligible for membership shall be geographically situated in whole or in part, within Bowie, Cass, Morris, Red River, Lamar, Delta, Franklin, Hopkins, and Titus Counties in Texas, and Miller County in Arkansas, and adjoining counties upon the approval of the Board of Directors of the Council, and may include counties, cities, towns, villages, hospital authorities, districts or other political subdivisions of the State.

C. A member which is more than six months in arrears in its dues as herein provided may be denied its voting privileges until such time as the dues are paid.

D. A member may withdraw from the Council upon notifying the Executive Committee by resolution or other appropriate legal action of the governing body of such withdrawing member. In the event of withdrawal by a member of the Council, said member shall not be entitled to a return of any portion of previously paid annual dues.

E. As an honor, past presidents who are no longer member representatives may be recognized as ex-officio, non-voting, non-dues paying, non-entity representative members by the Board in the capacity of citizen advisors.

F. Other eligible entities may be a State Public University, an Economic Development Corporation as defined in Chapter 501 of the LGC or similar organization, or a Regional Service Organization that utilizes government funding for a majority of their operations, and be located within the region as described in Article III.2

G. Associate Membership may consist of the NET Resource, Conservation and Development Area, and ……??(other Regional Service Organizations that utilize government funding for a majority of their operations, and that are situated in whole or in part, within Bowie, Cass, Morris, Red River, Lamar, Delta, Franklin, Hopkins, and Titus Counties in Texas, and Miller County in Arkansas, and adjoining counties, and upon the approval of the Board of Directors of the Council.)

Commented [CB1]: Suggested additions now removed

Commented [CB2]: Governor Preston Smith published The Texas Policy for Regional Planning and Development Organizations where page 14 states COGs should provide RC&D with associate membership status

This language not previously reviewed. Include NETRAC
ARTICLE IV

Board of Directors

A. The Board of Directors shall be composed of members elected or appointed by the membership within the area specified in these Bylaws, and shall be elected or appointed as may be determined by each respective member in the following manner as long as the Board maintains two-thirds of the membership be elected officials of member cities or counties (LGC 391.006):

1. Each member County Government shall have one Director who shall be an elected official appointed by the Commissioner’s Court;

2. Each member City Government with a population of 10,000 or more shall have three Directors who shall be elected officials appointed by the City Council;

3. Each member City Government with a population of less than 10,000 shall have one Director who shall be an elected official appointed by the City Council;

4. Each member Community / Junior College District and School District shall be entitled to have one member on the Board of Directors who shall be appointed from their elected governing body, from the area described in Article III B2 of these Bylaws;

5. Each member Special District shall be entitled to have one member on the Board of Directors who shall be appointed from their governing body, who is a governing body member, or President/Executive Director, from the area described in Article III B2 of these Bylaws;

6. Each member Authority shall be entitled to have one member on the Board of Directors who shall be appointed from the governing body - who is a governing body member, or President/Executive Director - of the Authority and shall be from the area described in Article III B2 of these Bylaws.

7. All members of the Texas Legislature whose districts include all or part of the Ark-Tex Council of Governments’ region shall be an ex officio, nonvoting member to serve on the Board of Directors.

8. Each Associate Member shall be entitled to have one member on the Board of Directors who shall be appointed from their governing body from the area described in Article III 6 of these Bylaws.

9. Each member State Public University shall be entitled to have one member on the Board of Directors who shall be appointed by their governing body from the area described in Article III 6 of these Bylaws.

9.10 Each member Economic Development Corporation shall be entitled to have one member on the Board of Directors who shall be appointed by their governing body from the area described in Article III 6 of these Bylaws.
Each member Regional Service Organization shall be entitled to have one member on the Board of Directors who shall be appointed from their governing body from the area described in Article III 6 of these Bylaws.

B. The term “elected officials” used herein means a mayor or member of the governing body of a municipality, a county judge, a county commissioner, a member of the board of trustees of a school district or a member of the elected governing body of a special district.

C. Each Director may represent multiple organizations, but shall have only one vote and shall be appointed for a period of two years, beginning on June 1 of the year appointed. Each may serve until his successor is duly qualified or installed. A member of the Board of Directors must be physically present to vote at any regular or special meeting of the Board of Directors. No proxy votes, meetings via telephone conference calls, or live video transmission meetings are allowed per Opinion rulings of the Office of the Attorney General of the State of Texas. All voting must follow the Texas Open Meetings Act.

D. A vacancy in office because of death, resignation, removal, disqualification or otherwise may be filled by the member from which such Director received his selection by election or appointment.

ARTICLE V
Executive Committee

A. There will be an Executive Committee chosen from the Board of Directors, consisting of President, Vice-President, Secretary, Treasurer and up to nineteen other members maintaining two-thirds of the membership be elected officials of member cities or counties. These sixteen twenty-three Committee members are to be elected by the Directors at the Annual Meeting which shall be the regular meeting in September and will serve a two-year term beginning at the regular Executive Committee meeting in October, with no limitations for successions. No Board member may be elected to the Executive Committee if the entity which he represents is in arrears of dues, payments or other fees owed to the Ark-Tex Council of Governments. Vacancies on the Executive Committee because of death, resignation, removal, disqualification or otherwise may be filled immediately by vote of the Board of Directors at a regular meeting of the Ark-Tex Council of Governments on recommendation of a nominating committee of not less than three Directors appointed by the highest officer of the then active Executive Committee.

B. Each member County Government, and one member City Government within each county shall have the availability of an assigned seat on the Executive Committee. There shall be a three assigned seats available for three additional for members under IV.A, 4-Scategories under IV.A. Any seat without a filled appointment as defined in V.A will remain vacant until such time a qualified candidate be appointed by the Board of Directors.

B.C. The President shall be the principal executive officer of the Council, and in general, shall supervise and control all the business and affairs of the Council. He shall preside at all meetings of the members and of the Board of Directors. He and/or the Secretary, Treasurer or any other proper office of the Council authorized by the Board of Directors may sign any deeds, mortgages, bonds, contracts, checks, drafts or other instruments which the Board of Directors has authorized to be executed, and in general, he shall perform all duties incident to the office of President and other
such duties as may be prescribed by the Board of Directors from time to time. The Board of Directors may authorize, upon occasion, the Executive Director to act in its behalf and sign documents as described above.

C.D. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

D.E. The Secretary shall keep the minutes of the meetings of the members and the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with provisions of these Bylaws or as required by law; be custodian of the records and ensure execution of such as duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such members; and in general perform, as assigned to be performed, all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

E.F. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Council; receive and give receipts for monies due and payable to the Council from any source whatsoever; and deposit all such monies in the name of the Council in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article X of these Bylaws; and in general perform, as assigned to be performed, all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

F.G. No entity member may have more than one Director serve on the Executive Committee.

G.H. The Executive Committee, unless otherwise determined by the Board of Directors, shall normally meet monthly, and shall be responsible for the implementation of policies established by the Board of Directors. Such meetings, unless otherwise determined by the Executive Committee, shall be held in the City of Mount Pleasant. Actions to the Executive Committee may be appealed to the Board of Directors upon the written request of any member.

I.J. A member missing more than three (3) consecutive, regular Executive Committee meetings must have a legitimate excuse, approved by the Executive Committee for his/her third consecutive absence or he/she shall forfeit his/her position on the Executive Committee. A position made vacant by such forfeiture shall be filled as described in Article V, para. [A] above. Regular membership on the Board of Directors shall not be affected by the provisions of this paragraph.
ARTICLE VI

Executive Director and Staff

A. The Board of Directors shall employ an Executive Director who shall serve at the pleasure of the Board.

B. The Executive Director shall be the chief administrative officer of the Council, appoint and remove all subordinate employees and, subject to the rules and regulations of the Board of Directors, act for and in the name of the Council.

C. The Executive Director shall prepare the annual budget and work program of the Council and shall faithfully execute all other duties and responsibilities vested in or required of him by the Board of Directors.

ARTICLE VII

Meetings

A. The Board of Directors shall hold regular and/or special meetings at such times and places as it may determine and said meetings shall be open to the public. Normally such meetings shall be held quarterly, unless otherwise determined by the Board of Directors and, in terms of location, shall be rotated throughout the region.

B. Special meetings may be called by the President or upon the written request of twenty percent (20%) of the members of the Board of Directors for the purpose of transacting any business specified in the call. The call for a special meeting must be in writing and mailed to each Director at least five days before such meeting.

C. There shall be an annual meeting of the Council at a time and place to be determined by the Board of Directors. Normally this meeting shall be held during the month of September, as herein described, and shall constitute one of the Board of Directors’ normal quarterly meetings.

D. Ten percent (10%) of the appointed positions on the Board of Directors will constitute a quorum at any meeting of the Council; provided, however, that a quorum may not be less than the number required by the Bylaws for a quorum of the Executive Committee.

ARTICLE VIII

Waiver of Notice
Whenever any notice is required to be given under the provisions of the Bylaws to any member a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX
Books and Records

The Council shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, and Board of Directors, and shall keep at the registered or principal office a record giving names and addresses of members entitled to vote. All books and records of the Council may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X
Contracts, Checks, Deposits, Funds and Other Business

A. The Board of Directors may authorize any officer or officers, agent or agents of the Council, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and behalf of the Council, and such authority may be general or confined to specific instances.

B. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Council shall be signed by such officer or officers, agent or agents of the Council and in such manner as shall from time to time be determined by resolution of the Board of Directors. Such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice-President of the Council.

C. All funds of the Council shall be deposited from time to time to the credit of the Council in such banks, trust companies or other depositories as the Board of Directors may select.

D. The Board of Directors shall be responsible for the review, approval and adoption of all Council policy documents, including but not limited to an annual budget, strategic work program and financial plan, as herein described, action/implementation plans, annual work program, affirmative action and personnel plans and rules.

Commented [CB14]: Currently signed by Executive Director and Board President
ARTICLE XI

Finances, Budget and Payments

A. The Council shall adopt an annual **budget Strategic Work Program and Financial Plan** on or before September 30th of each year and its fiscal period shall begin on the first day of October in each year.

B. Each year upon adoption of the annual **budget Strategic Work Program and Financial Plan**, the Council shall fix the dues for all member governmental units. Dues shall be in sufficient amounts to provide funds as required by the budget.

C. New governmental units may join the Council upon the payment of dues prorated for the remaining portion of the Council’s fiscal year.

D. The dues for each city shall be 20 cents per capita based on the most current census that is a Council-recognized census estimate with a minimum of one hundred dollars ($100.00) annually (see paragraph 5). County governmental units shall pay 15 cents per capita of population for non-member incorporated areas and 15 cents per capita of population for unincorporated areas of the county.

E. All other governmental units shall pay a minimum of one hundred dollars ($100.00) annually.

ARTICLE XII

Parliamentary Rule

“Robert’s Rules of Order Revised” shall be the authority of all questions of parliamentary procedure not covered by these Bylaws.
ARTICLE XIII

Amendments

Amendments by the Board of Directors. These Bylaws may be amended by a vote of the Board of Directors approving the amendment at any meeting, provided that the proposed amendment has been submitted in writing to each member of the Board at least ten days in advance of each meeting and ratified by a majority vote of three-fourth (3/4) of the Directors at any meeting.

These Bylaws adopted by the Directors of the Ark-Tex Council of Governments at a meeting thereof at Texarkana, Texas, this the 24th day of June, 1969.

AS AMENDED -

November 7, 1974
June 3, 1976
May 3, 1976
December 6, 1979
September 24, 1981
September 24, 1985
June 25, 1987
January 12, 1993
March 30, 2000
February 23, 2006
June 30, 2011
March 27, 2014
??, 2017

____________________________
Charles McMichael, Judge L.D. Williamson, President
Ark-Tex Council of Governments

ATTEST:

____________________________
Laura Mabey, Secretary Judge Lynda Munkres, Secretary
Ark-Tex Council of Governments
RENEWAL OF
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE OFFICE OF THE GOVERNOR
AND
THE ARK-TEX COUNCIL OF GOVERNMENTS

WHEREAS, the Homeland Security Grants Division of the Office of the Governor, State of Texas ("HSGD") and Ark-Tex Council of Governments ("COG") entered into a one-year Interlocal Cooperation Agreement ("FY 2017 Agreement"), effective September 1, 2016, outlining each party's responsibilities related to the distribution of homeland security grant funds by HSGD; and

WHEREAS, the FY 2017 Agreement was entered into pursuant to the provisions of Texas Government Code, Section 791.011, and Texas Local Government Code, Section 391.011(c); and

WHEREAS, Section XIX of the FY 2017 Agreement provides for up to two (2) one-year renewal options upon mutual agreement of the parties; and

WHEREAS, HSGD and the COG desire to renew the FY 2017 Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree to exercise the first one-year renewal option for the Agreement, which is reenacted, with amendments, as follows:

SECTION I. CONTRACTING PARTIES
The contracting parties are the Homeland Security Grants Division, Office of the Governor, State of Texas ("HSGD"), and the Ark-Tex Council of Governments ("COG").

SECTION II. COG RESPONSIBILITIES
A. The COG’s primary responsibilities under this Agreement are outlined in the Statement of Work (SOW), Attachment A, which is hereby incorporated into this Agreement. The COG shall comply with all terms of this Agreement and shall perform its responsibilities and provide the services outlined in this Agreement to HSGD, or its designee, and to current and potential HSGD applicants and grantees in Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River and Titus counties ("the COG’s Region").

B. The SOW establishes deadlines by which the COG must perform specific responsibilities under the Agreement, including the submission of information to HSGD. The COG shall comply with all deadlines outlined in the SOW.

C. The COG shall establish and maintain a Homeland Security “External Peer Review User” account in eGrants (https://egrants.gov.texas.gov/) and shall use such account to upload all information required
to be submitted to HSGD under this Agreement. The COG must label the files with the relevant Task Number referenced in the SOW and a short description of the information in each file.

SECTION III. HSGD RESPONSIBILITIES

A. Upon receipt of an invoice, HSGD shall reimburse the COG for services provided in accordance with this Agreement.

B. HSGD or its designee shall provide training and technical assistance to the COG, as may be necessary, regarding the services required to be performed under this Agreement.

C. HSGD shall review and act upon submissions by the COG requiring HSGD actions.

D. HSGD shall verify the eligibility, reasonableness, and cost-effectiveness of proposed projects, and the availability of funding, and will render final funding decisions.

E. HSGD shall provide award documentation to each grantee that is awarded a grant by HSGD.

F. HSGD shall notify the COG when grant funds are awarded by HSGD to a grantee in the COG’s Region under the State Homeland Security Grant Program (SHSP).

G. HSGD shall notify the COG when SHSP grant funds of a grant organization in the COG’s Region are placed on hold.

H. Upon determining the eligibility status for each SHSP grant application from an applicant in the COG’s Region, HSGD shall make the grant application available for the COG to review through eGrants.

SECTION IV. AGREEMENT AMOUNT

A. In consideration of the services provided by the COG, HSGD agrees to compensate the COG for the services rendered at a rate of $2,083.33 per month for the months of September 2017 through July 2018, and the balance remaining of the total agreement for August 2018, unless the provisions of Section XVI of this Agreement are invoked or deductions are made based on the COG’s non-compliance as outlined in Section V of this Agreement.

B. The total payment for the services provided by the COG under this Agreement shall not exceed $25,000.00.

SECTION V. PAYMENTS

A. The COG shall submit an invoice on a monthly basis along with the monthly report, as specified in HS8.1 of Attachment A, detailing the services provided, the provisions of this Agreement to which the COG staff hours and services relate, and the amount billed to:

By Mail:  
Office of the Governor  
Financial Services  
P.O. Box 12878  
Austin, Texas 78711-2878

By Hand Delivery:  
Office of the Governor  
Financial Services  
1100 San Jacinto, 3rd Floor  
Austin, Texas 78701

By Electronic Mail:  
ap@gov.texas.gov

B. Payments under the Agreement will be made in accordance with the Texas Prompt Payment Act, Government Code, Chapter 2251.

The Comptroller of Public Accounts' rules for payment to vendors govern HSGD's ability to respond to COG invoices. The Comptroller requires agencies to enter a due date for payments. Due date is interpreted based on the definition of an overdue payment as established in Texas Government Code, Section 2251.021. Due date is interpreted to be the 30th day after the later of:
1. The date goods are received;
2. The date the performance of service is completed; or
3. The date an invoice for goods or services is received.

Payment shall be scheduled to be generated on this due date. Typically, then, contracted services are paid thirty (30) days after receipt of the invoice for the previous month’s services. A vendor’s offer of a discount which is greater than the interest that would be earned by following scheduling requirements is a justification for earlier payment.

C. If the Director of HSGD determines that the COG has failed to comply with the requirements of this Agreement, HSGD may withhold a portion of one or more monthly payments specified in Section IV, Subsection A of this Agreement in an amount to be determined by the Director of HSGD or may terminate this Agreement. The COG may recoup withheld payments if the Director of HSGD, in his/her sole discretion, subsequently determines that appropriate corrective measures have been taken by the COG. Upon satisfactory completion of the work performed under this Agreement and prior to final payment under this Agreement for such work, or prior to settlement upon termination of this Agreement and as a condition thereto, the COG shall execute and deliver to HSGD a release of all claims against HSGD arising under or by virtue of this Agreement.

D. The payments specified in Section IV of this Agreement shall not be paid by HSGD until the required information is submitted by the COG to HSGD, as provided in Attachment A.

E. For good cause, HSGD may authorize an increase or decrease in the amount of any monthly payment under this Agreement. Any variation in a monthly payment amount will not affect the total payment amount, as specified in Section IV.B of this Agreement.

F. If the COG fails to submit the required information to HSGD by the applicable deadlines established in Attachment A of this Agreement, the COG shall forfeit, for each failure, one-three hundred sixty fifth (1/365th) of the total Agreement amount for each day the COG fails to submit the information required by Attachment A.

If the COG fails to submit the required information to HSGD within ten (10) calendar days after the deadline established in Attachment A of this Agreement, HSGD may terminate this Agreement without penalty, either in whole or in part. The provisions of this subsection in no way limit the discretion to withhold payment granted to the Director of HSGD in Section V, Subsections C and D of this Agreement.

G. Final Payment shall be made upon the satisfactory completion of the deliverables and services provided by the COG under this Agreement.

H. Final Payment under this Agreement or settlement upon termination shall not constitute a waiver of HSGD’s claims against the COG.

I. The COG must submit the final invoice for payment under this Agreement no later than sixty (60) calendar days after the expiration date of this Agreement.

SECTION VI. AUTHORIZED REPRESENTATIVES

For purposes of administering and implementing this Agreement, the Director of HSGD is the person authorized to represent HSGD and the Executive Director of the COG is the person authorized to represent the COG.

SECTION VII. INDEPENDENT CONTRACTOR

A. In performing any services hereunder, the COG is, and undertakes performance as, an independent contractor and is responsible to all third parties for its acts or omissions. HSGD shall in no way be responsible for the acts or omissions of the COG.
B. The COG shall be, and shall remain, liable in accordance with applicable law for any and all bodily injury, disease, or death of third persons or loss of or damage to property of third persons arising out of or incident to the COG's work performance.

SECTION VIII. ACTIONS OR CITATIONS

The COG shall provide immediate written notice to HSGD regarding any actions or citations, whether civil or criminal, by federal, state, or local governmental agencies that relate to any services provided under this Agreement.

SECTION IX. SUBCONTRACTS

Any subcontractors and outside associates or consultants required by the COG in connection with the services required by this Agreement shall be subject to the prior written approval of HSGD.

SECTION X. ORDER OF PREFERENCE

Unless otherwise stated, a listing of factors, criteria, or subjects in this Agreement does not constitute an order of preference.

SECTION XI. SEVERABILITY

If any provision of this Agreement is held invalid, such invalidity shall not affect any other provision that can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

SECTION XII. FORCE MAJEURE

Neither the COG nor HSGD shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within a reasonable time of the existence of such force majeure.

SECTION XIII. ASSIGNABILITY

This Agreement is not transferable or otherwise assignable by the COG.

SECTION XIV. AMENDMENTS

This Agreement may be amended only by an agreement in writing that is signed by both parties.

SECTION XV. WAIVER

The failure of a party to this Agreement to enforce, at any time, a provision of this Agreement or to exercise any option under this Agreement, is not a waiver of the provision or option, nor does it affect the validity of any part of this Agreement or the right of either party to subsequently enforce a provision or exercise an option. A waiver of a breach of this Agreement is not a waiver of a subsequent breach. Remedies available under this Agreement are in addition to every other remedy available at law or in equity.
SECTION XVI. TERMINATION

A. This Agreement shall terminate upon the completion of the period for the Agreement or with thirty (30) calendar days written notice by either party. Written notice shall be considered delivered when postmarked provided such notice is sent by certified mail, return receipt requested, or delivered in person to the authorized representative of the other party.

B. The COG agrees that nothing in this Agreement will be interpreted to create an obligation or liability of HSGD in excess of the funds delineated in this Agreement. The COG agrees that funding for this Agreement is subject to the actual receipt by HSGD of funds appropriated to HSGD. The COG agrees that the funds, if any, received from HSGD are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of HSGD for the purpose of this Agreement. The COG agrees that notwithstanding any other provision of this Agreement, if HSGD is not appropriated the funds, or if HSGD does not receive the appropriated funds for this program, or if the funds appropriated to HSGD for this program are required to be reallocated to fund other state programs or purposes, HSGD is not liable to pay the COG any remaining balance on this Agreement.

C. This Agreement may be terminated in accordance with the provisions of Section V of this Agreement.

D. In the event of termination of the contract, no further payment will be made following the date of termination.

SECTION XVII. APPLICABLE LAW AND VENUE

The laws of the State of Texas govern this Agreement and all disputes arising out of or relating to this Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any COG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement may be commenced in a Texas state district court or a United States District Court selected by the OOG in its sole discretion.

The COG hereby irrevocably and unconditionally consents to the jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The COG hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action or proceeding, any claim that the COG is not subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is otherwise improper.

SECTION XVIII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties hereto and supersedes any and all prior agreements between the parties, whether written or oral.

SECTION XIX. EFFECTIVE DATE AND TERM

This Agreement took effect on September 1, 2016, and with this renewal, shall now expire on August 31, 2018, unless it is amended, renewed or terminated earlier pursuant to the provisions hereof; however, the parties acknowledge that their respective obligations concerning the submission of the final invoice and the thirty (30) day period for processing, and the submission of a final quarterly report, necessarily extend beyond that date. This contract may be renewed for up to one (1) additional one-year renewal option upon mutual agreement of the parties, to be evidenced in writing prior to the expiration date of the initial term. At the sole option of the Office of the Governor, the Agreement may be extended as needed, not to exceed a total of three (3) months.
SECTION XX. FRAUD, WASTE, OR MISUSE OF FUNDS

The COG understands that HSOG, as a division of the Office of the Governor ("OOG"), does not tolerate any type of fraud, waste, or misuse of funds received from HSOG. The OOG's policy is to promote consistent, legal, and ethical organizational behavior. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event of a formal allegation or a finding of fraud, waste, or misuse of funds received from HSOG, the COG is required to immediately notify the OOG of said finding. The COG is also obliged to inform the OOG of the status of any on-going investigation. All notices pursuant to this section should be reported to the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-2000 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

SECTION XXI. INDEMNIFICATION/DAMAGE CLAIMS


SECTION XXII. BUY TEXAS

The COG represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

SECTION XXIII. DISPUTE RESOLUTION

A. Informal Meetings. The parties' representatives will meet as needed to implement the terms of this Agreement and will make a good faith attempt to informally resolve any disputes.

B. Chapter 2260 of the Texas Government Code. If the dispute resolution process provided for in Chapter 2260 of the Texas Government Code is applicable, it shall be used as the sole and exclusive process to resolve any claim for breach of this Agreement made by the COG. Neither the execution of this Agreement nor any other conduct of or statements by any representative of the Office of the Governor relating to this Agreement shall be considered a waiver of sovereign immunity.

C. COG's Continued Performance. The COG shall not be excused from performance during any pending dispute, unless approved in writing by the OOG.

SECTION XXIV. TEXAS PUBLIC INFORMATION ACT

The COG acknowledges that OOG and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the PIA"). Grantee acknowledges that OOG will comply with the PIA.
The COG acknowledges that information created or exchanged in connection with this Agreement is subject to the PIA, and the COG agrees that information not otherwise excepted from disclosure under the PIA will be available in a format that is accessible by the public at no additional charge to OOG or the State of Texas. The COG will cooperate with OOG in the production of documents or information responsive to a request for information.

The COG agrees to maintain the confidentiality of confidential information received from OOG or the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

SECTION XXV. DEBARMENT AND SUSPENSION

The COG certifies that it is not subject to an exclusion from the federal System for Award Management, as provided in Title 2, Part 180 of the Code of Federal Regulations.

SECTION XXVI. CLEAN AIR AND WATER POLLUTION CONTROL

If the total amount of this Agreement, as listed in Section IV.B, is in excess of $150,000, the COG certifies it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

SECTION XXVII. LOBBYING

If the total amount of this Agreement, as listed in Section IV.B, is in excess of $100,000, the COG certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The COG must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Such disclosures should be forwarded to HSGD’s Authorized Representative.

SECTION XXVIII. RECOVERED MATERIALS

The COG represents and warrants that it will comply with section 6022 of the federal Solid Waste Disposal Act (42 USC § 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Part 247 of the Code of Federal Regulations.

SECTION XXIX. ISRAEL

The COG verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

SECTION XXX. NO WAIVER OF SOVEREIGN IMMUNITY

The Office of the Governor (“OOG”) is immune from suit and from liability. No part of this Agreement, nor the conduct or statement any person, will be construed as a waiver of the doctrines of sovereign immunity and official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG, and/or the State of Texas, and their officers, employees, or agents as provided by law.

SECTION XXXI. AUDIT

The COG shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Agreement, compliance with applicable state or federal laws and regulations, and the operation and management of
the COG to CJD or its designees for the purposes of inspecting, auditing, or copying such items. Pursuant to Section 2262.154 of the Texas Government Code, the State Auditor’s Office or successor agency, may conduct an audit or investigation of the COG. The acceptance of funds by the COG under this Agreement acts as acceptance of the authority of the State Auditor’s Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the COG shall provide the State Auditor’s Office with prompt access to any information the State Auditor’s Office considers relevant to the investigation or audit. The COG further agrees to cooperate fully with the State Auditor’s Office in the conduct of the audit or investigation, including providing all records requested.

SECTION XXXII. U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM

The COG certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security’s E-Verify system as required by Chapter 673 of the Texas Government Code, and to determine the eligibility of:

(1) All persons newly-employed to perform duties within Texas, during the term of the Agreement; and

(2) All persons newly-employed by the COG to perform work pursuant to the Agreement, within the United States of America; and

(3) If this certification is falsely made, the Agreement may be terminated.

SECTION XXXIII. REQUIRED CERTIFICATIONS

A. HSGD further certifies that it has the authority to perform the above services by authority granted in Texas Government Code, Section 421.072.

B. The COG further certifies that it has authority to perform the services contracted for by the authority granted in Texas Local Government Code, Section 391.011(c).

The undersigned parties bind themselves to the faithful performance of this Agreement.

FOR THE OFFICE OF THE GOVERNOR:

Chief of Staff or Designee

Date

FOR THE COUNCIL OF GOVERNMENTS:

THE ARK-TEX COUNCIL OF GOVERNMENTS

Chris Brown, Executive Director

Date
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<th>Task #</th>
<th>Task Description/Deliverable</th>
<th>Due Date</th>
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<td>HS1</td>
<td><strong>Local Policies or Bylaws</strong></td>
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| HS1.1 | The COG shall ensure that written policies or bylaws concerning the COG’s duties under this Agreement are developed and adopted by the COG’s governing body in accordance with applicable laws and regulations. Governing policies must include guidance concerning the following:  
  a. Notification of potential applicants regarding grant application submission deadlines;  
  b. Attendance requirements for prioritization meetings;  
  c. Prioritization of grant applications;  
  d. COG governing body’s review and approval process;  
  e. Notification of applicants regarding funding decisions;  
  f. COG’s strategic vision related to homeland security issues;  
  g. Conflicts of interest;  
  h. Compliance with the requirements described in Texas Government Code, Chapter 551 (Texas Open Meetings Act);  
  i. Local funding recommendation limitations, including but not limited to minimum or maximum application requested amounts, competition cycles, or decreasing fund ratios, if applicable; and  
  j. Grant application workshop attendance requirements.  
The COG’s policies may not require payment of membership dues in order to be considered for funding.                                                | Ongoing           |
| HS1.2 | The COG shall inform applicants, current grantees and other requestors of the availability of relevant COG policies and bylaws, and shall provide such policies and bylaws to interested parties upon request.                                    | Ongoing           |
| HS1.3 | The COG shall upload into eGrants a copy of the COG’s current written policies and bylaws referred to in HS1.1.                                                                                                           | October 31, 2017   |
| HS2   | **Notification of the Availability of Funding**                                                                                                                                                                            |                   |
| HS2.1 | The COG shall notify the following entities within the COG’s Region regarding the availability of current HSGD grant applications for the State Homeland Security Grant Program (SHSP):  
  a. Current grantees;  
  b. Other requestors from within the COG’s region; and  
  c. All municipal and county governments with a population of                                               | At least 14 calendar days prior to any COG imposed application submission deadline and |
<p>| | |</p>
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<td>2,500 or more including emergency management coordinators, police departments, fire departments, county sheriff’s offices, and the executive branch for each governmental entity.</td>
<td>30 calendar days prior to the HSGD eGrants application submission deadline</td>
</tr>
<tr>
<td>The notifications must include the following:</td>
<td>January 31, 2018</td>
</tr>
<tr>
<td>a. Name of the funding opportunity;</td>
<td></td>
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<tr>
<td>b. Instructions for viewing the Request for Applications posted on HSGD’s eGrants website;</td>
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</tr>
<tr>
<td>c. HSGD’s eGrants website address: <a href="https://egrants.gov.texas.gov/">https://egrants.gov.texas.gov/</a>; and</td>
<td></td>
</tr>
<tr>
<td>d. Due date(s) for the submission of applications to the COG and HSGD.</td>
<td></td>
</tr>
<tr>
<td>HS2.2</td>
<td>The COG shall upload into eGrants a list of the individuals and agencies notified about the funding opportunities, including the name and contact information for each person notified. Note: COGs may be required to use a standardized format provided by HSGD.</td>
</tr>
<tr>
<td>HS3</td>
<td>Grant Application Workshops</td>
</tr>
<tr>
<td>HS3.1</td>
<td>The COG shall conduct grant application workshops, workgroups and/or subcommittees to provide technical assistance to potential applicants in the COG’s Region for the funding opportunities listed in HS2.1. The COG must host at least one Grant Application Workshop for all potential applicants within the COG Region after the Request for Applications (RFA) is posted by HSGD. The COG may choose to conduct additional workshops, workgroups or subcommittee meetings consistent with the COG’s policies and procedures, and based on the level of assistance the region’s applicants may require. At the Grant Application Workshop, the COG must distribute any workshop materials provided by HSGD and must instruct applicants on the following:</td>
</tr>
<tr>
<td></td>
<td>At least 14 calendar days prior to any COG imposed application submission deadline and 30 calendar days prior to the HSGD eGrants application submission deadline</td>
</tr>
<tr>
<td>a. Who can apply and what activities are eligible under each funding opportunity;</td>
<td></td>
</tr>
<tr>
<td>b. The eGrants application process, including requirements for the project summary, problem statement, existing capability levels, capability gaps, impact statement, homeland security priority action, project activity, performance measures, milestones, and budget categories and line items;</td>
<td></td>
</tr>
<tr>
<td>c. The project period for each funding opportunity as stated in the RFA issued by HSGD;</td>
<td></td>
</tr>
<tr>
<td>d. Applicable rules, regulations and certifications required for each funding opportunity;</td>
<td></td>
</tr>
<tr>
<td>e. Any prohibitions stated in the RFA issued by HSGD;</td>
<td></td>
</tr>
<tr>
<td>f. Civil rights rules related to applicant employees and projects or activities;</td>
<td></td>
</tr>
<tr>
<td>g. State strategies or funding preferences identified by HSGD;</td>
<td></td>
</tr>
<tr>
<td>h. Priorities identified by the COG related to homeland security</td>
<td></td>
</tr>
</tbody>
</table>
issues;

i. How the COG reviews and prioritizes projects, including but not limited to, local policies and procedures, the region’s methodology for risk-informed scoring/prioritization, scoring instruments, the criteria used in scoring/prioritizing applications, and other relevant materials that affect the COG’s prioritization process; and

j. Due dates for applicants to submit and certify applications for the funding opportunities.

<table>
<thead>
<tr>
<th>HS3.2</th>
<th>The COG shall upload the following into the eGrants website:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. All Grant Application Workshop materials, including</td>
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<tr>
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<td>presentations, workbooks, handouts, or any other</td>
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<tr>
<td></td>
<td>documents provided to participants; and</td>
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<td></td>
<td>b. A list of Grant Application Workshops, workgroups and/or</td>
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<td></td>
<td>subcommittee meetings held which includes the name of each</td>
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<tr>
<td></td>
<td>attendee, the organization represented by that attendee,</td>
</tr>
<tr>
<td></td>
<td>and the email address and telephone number of each attendee.</td>
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<tr>
<td></td>
<td>Note: COGs may be required to use a standardized form</td>
</tr>
<tr>
<td></td>
<td>provided by HSGD.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HS4</th>
<th>Oversight of the Homeland Security Advisory Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>HS4.1</td>
<td>Each COG shall establish and maintain a Homeland Security</td>
</tr>
<tr>
<td></td>
<td>Advisory Committee (HSAC) that consists of participants who</td>
</tr>
<tr>
<td></td>
<td>are knowledgeable about terrorism preparedness and the</td>
</tr>
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<td></td>
<td>threats, vulnerabilities and consequences relevant to the</td>
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<td></td>
<td>COG region. The HSAC shall advise the COG on matters</td>
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<td>related to terrorism preparedness.</td>
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<td>The COG shall ensure that the HSAC has varied participation</td>
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<td>including, but not limited to representation from various</td>
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<td></td>
<td>counties, municipalities, non-profit organizations,</td>
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<td></td>
<td>disciplines, and/or other stakeholders from within the</td>
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<td></td>
<td>region.</td>
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</table>

<table>
<thead>
<tr>
<th>HS4.2</th>
<th>The COG shall upload the following into the eGrants website:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. HSAC List: A complete list of members of the HSAC</td>
</tr>
<tr>
<td></td>
<td>including the member’s name, organization and the group or</td>
</tr>
<tr>
<td></td>
<td>discipline(s) that each member represents (i.e., emergency</td>
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<td></td>
<td>management, EMS, fire service, governmental administrative,</td>
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<td></td>
<td>hazardous materials, healthcare, law enforcement, public</td>
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<td></td>
<td>health, public safety communications, public works,</td>
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<tr>
<td></td>
<td>agriculture, education, citizen/community volunteer,</td>
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<tr>
<td></td>
<td>information technology, security and safety, search and</td>
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<tr>
<td></td>
<td>rescue, transportation, other (specify));</td>
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<tr>
<td></td>
<td>b. HSAC Scoring/Prioritizing Meeting Information: A complete</td>
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<tr>
<td></td>
<td>list of each HSGD funding opportunity scored, prioritized,</td>
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<tr>
<td></td>
<td>and/or voted on during HSAC meeting(s), including a record of:</td>
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<tr>
<td></td>
<td>1) the date of the meeting;</td>
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<td></td>
<td>2) HSAC members that attended;</td>
</tr>
</tbody>
</table>

March 31, 2018

March 31, 2018

Ongoing
| HS4.3 | Conflict of Interest: The COG shall ensure that members of the COG’s governing body, the HSAC, and COG staff abstain from scoring and voting on any grant application, other than a grant application submitted by a COG, during the prioritization process if the member or an individual related to the member within the third degree by consanguinity or within the second degree by affinity:

- a. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;
- b. Serves on any governing board that oversees the unit or division that would administer the grant, if awarded;
- c. Owns or controls any interest in a business entity or other non-governmental organization that benefits, directly or indirectly, from activities with the applicant agency; or
- d. Receives any funds, or a substantial amount of tangible goods or routine services, from the applicant agency as a result of the grant, if awarded.

If any applicant, HSAC member, COG personnel or other individual has reason to believe that favoritism or inappropriate actions occurred during the scoring or prioritization of HSGD projects, the COG shall ensure that the concerns are shared with HSGD as soon as possible. |
<p>| HS4.4 | The COG shall actively facilitate all HSAC meetings and ensure that all HSAC members are aware of local policies and bylaws and the requirements of the COG’s contract with HSGD. The COG shall document all HSAC proceedings related to HSGD business by recording the HSAC proceedings or by preparing written minutes of the HSAC proceedings. If written minutes are prepared, the written minutes must be certified with the signature of a HSAC member who was in attendance at the meeting. |
| HS4.5 | The COG shall ensure that all COG governing board meetings and HSAC meetings at which HSGD-related matters are discussed comply with the requirements listed in Texas Government Code, Chapter 551 (Texas Open Meetings Act). |</p>
<table>
<thead>
<tr>
<th><strong>HS5</strong></th>
<th>Strategic Planning Documents and Risk-Informed Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HS5.1</strong></td>
<td>The COG receives separate grant funding for homeland security strategic planning including but not limited to coordination, preparation and/or update of the region's Threat and Hazard Identification and Risk Assessment (THIRA), State Preparedness Report (SPR), and Texas Homeland Security Strategic Plan-Implementation Plan (HSSP-IP).&lt;br&gt;&lt;br&gt;The Texas Department of Public Safety, Office of Homeland Security establishes the deadlines for the above planning documents. The COG will copy HSGD on any request(s) for an extension made to TXDPS on the state established deadlines and must separately request an extension from HSGD if the COG will not be able to meet the due date for upload of planning documents as outlined here.&lt;br&gt;&lt;br&gt;The COG will ensure that an appropriate portion of their regional SHSP grant allocation is designated to support the required homeland security strategic planning activities and other terrorism preparedness planning deemed critical for the region.&lt;br&gt;&lt;br&gt;The COG shall upload a copy of its most recently completed regional THIRA, SPR, and HSSP-IP into the eGrants website.</td>
</tr>
<tr>
<td><strong>HS5.2</strong></td>
<td>HSGD funding recommendations should be informed by the planning processes referred to in HS5.1. As such, the COG shall implement a regional methodology for risk-informed scoring and/or prioritization of local and regional HSGD projects that is consistent with the region's planning documents outlined in HS5.1. The COG shall upload a copy of the region's most recently updated risk-informed methodology for SHSP project prioritization, along with any related scoring instruments, criteria or materials (as applicable), into the eGrants website.</td>
</tr>
<tr>
<td><strong>HS6</strong></td>
<td>Application Prioritization Process</td>
</tr>
<tr>
<td><strong>HS6.1</strong></td>
<td>The COG shall ensure that:&lt;br&gt;&lt;br&gt;a. The HSAC considers and prioritizes all grant applications received under the State Homeland Security Grant Program (SHSP);&lt;br&gt;&lt;br&gt;b. The HSAC members prioritize the applications using the risk-informed methodology (process) submitted to the OOG;&lt;br&gt;&lt;br&gt;c. The COG tabulates scores or votes and/or compiles an accurate priority list(s) for submission to HSGD using the format required by HSGD, and in the event of a tie, the COG will break all ties, and&lt;br&gt;&lt;br&gt;d. The COG's governing body reviews and approves the HSAC priority listings prior to submitting them to HSGD.</td>
</tr>
</tbody>
</table>

The COG shall upload their THIRA, SPR, and HSSP-IP into eGrants by December 5, 2017<br><br>The COG shall upload the risk-informed methodology into eGrants by December 5, 2017

Ongoing
| HS6.2 | The COG shall ensure that funding recommendations on grant applications are based upon:  
|       | a. Any state strategies identified by HSGD within the RFA;  
|       | b. Homeland security priorities identified through the CCG’s risk informed project prioritization methodology, capability gaps identified in the COG’s regional SPR, and priorities identified in the region’s HSSP-IP;  
|       | c. The eligibility, reasonableness, and cost-effectiveness of the proposed project, and  
|       | d. Current COG policies and bylaws.  
|       | Ongoing  
| HS6.3 | Transparency: The COG shall provide HSAC members with copies of the COG’s regional methodology for risk-informed scoring and/or prioritization of projects, scoring instruments, the criteria used in scoring grant applications, and other relevant materials prior to holding the COG’s prioritization meeting for any HSGD funding opportunity.  
|       | Notification of Prioritization Results: The COG shall notify all applicants of the approved priorities in writing within fourteen (14) calendar days of its decisions. The notice must state: “After the HSAC prioritizes the grant applications and the COG’s governing body approves the priority listing, the COG submits the priority listing to HSGD. Based upon the COG’s priority listing, HSGD will verify the eligibility, reasonableness and cost-effectiveness strategy of the proposed project, and the availability of funding, and will render final funding decisions on these grant applications. The COG will notify grantees of any changes in the funding recommendations.”  
|       | The COG shall notify applicants of the region’s prioritization results within 14 calendar days of the COG’s decision  
| HS6.4 | The COG shall submit, through eGrants, the approved priority listings, including recommended funding amounts, for the State Homeland Security Grant Program (SHSP).  
|       | The priority listing is the sole means of communicating COG grant allocation recommendations from the COG to HSGD. The priority listing is one element upon which HSGD bases funding decisions. The COG is responsible for ensuring the appropriateness and accuracy of the priority listing, and for correcting any inaccuracies or errors that occur on the priority listing prior to submission to HSGD.  
|       | March 31, 2018  
| HS7  | Cooperation with HSGD  
| HS7.1 | The COG shall:  
|       | a. Fully cooperate with HSGD, its authorized representatives, and HSGD designated partners or contractors;  
|       | b. Provide sufficient personnel, equipment, materials, supplies, and facilities to perform the duties and responsibilities listed in this Agreement, and to support the HSAC and their meetings related to HSGD business;  
|       | Ongoing  

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<p>| | |</p>
<table>
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<tbody>
<tr>
<td>c.</td>
<td>Ensure that all COG personnel who work on HSGD business are qualified by their education, training, and experience to fulfill the responsibilities of the position for which they are employed;</td>
</tr>
<tr>
<td>d.</td>
<td>Inform grantees that HSGD employees are assigned to each application/grant in eGrants and that the applicant/grantee may contact these personnel, or the eGrants Helpdesk, for assistance with grant related questions and issues;</td>
</tr>
<tr>
<td>e.</td>
<td>Inform applicants/grantees that technical assistance, to include but not limited to assistance with grant applications, vendor hold notification, and the eGrants system, is available through the COG and, the COG shall coordinate with HSGD to provide technical assistance to grantees and applicants upon request;</td>
</tr>
<tr>
<td>f.</td>
<td>Prepare and submit all forms, reports, and records required by HSGD in accordance with HSGD-established deadlines. and</td>
</tr>
<tr>
<td>g.</td>
<td>Provide general services and coordination activities for homeland security and related topics throughout the year. Such services may include providing feedback on, input to, or communicating HSGD’s real or proposed priorities to constituents and others within the COG region.</td>
</tr>
<tr>
<td>HS7.2</td>
<td>The COG shall notify HSGD of any Public Information Act or media request received by the COG relating to any application for HSGD funding or HSGD-funded grant program no later than one (1) business day after receiving the request. The notification shall include the name of the requestor, the date the request was received by the COG, and a description of the information requested.</td>
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<tr>
<td></td>
<td>The COG shall give HSGD the opportunity to review any information prior to release, if requested by HSGD.</td>
</tr>
<tr>
<td></td>
<td>The COG shall also notify HSGD as to its response to any Public Information Act or media request received by the COG relating to any application for HSGD funding or HSGD-funded grant program no later than one (1) business day after providing its response to the requestor. The notification shall include a description of the response (or a copy of the response, if the request was made to the requestor in writing), the date the response was provided to the requestor, and the name of the COG employee who responded to the request.</td>
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<tr>
<td></td>
<td>The COG shall also provide HSGD with any responsive documents provided to the requestor, if requested by HSGD.</td>
</tr>
<tr>
<td>HS8</td>
<td>Reporting</td>
</tr>
<tr>
<td>HS8.1</td>
<td>The COG shall submit monthly reports to HSGD that include:</td>
</tr>
<tr>
<td></td>
<td>a. An invoice requesting payment for the services provided during the prior month;</td>
</tr>
<tr>
<td></td>
<td>b. A brief description outlining the HSGD activities completed;</td>
</tr>
<tr>
<td></td>
<td>c. The total number of COG staff hours spent on HSGD activities</td>
</tr>
<tr>
<td></td>
<td>By the 30th of each Month*</td>
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<tr>
<td></td>
<td>&quot;e.g. Report for September services due October 30th.&quot;</td>
</tr>
</tbody>
</table>

*Page 15 of 18 (COG-HSGD Services FY18)*
related to this contract, and
d. Any data necessary to understand the volume and impact of
the services provided.
The COG agrees to use the submission method and standard report
format as may be established by HSGD.

| HS8.2 | The COG shall submit quarterly reports to HSGD that include:
|       | a. The number of current and potential grantees notified of HSGD
|       | funding opportunities by the COG. Notification of available
|       | grant funding opportunities to current grantees and other
|       | requestors in the COG's Region are limited to the funding
|       | opportunities listed in HS2.1.
|       | b. The number and purpose of HSAC meetings held at which
|       | business relating to the services listed in this Agreement was
|       | conducted;
|       | c. The number of grant application workshops, workgroups,
|       | and/or subcommittee meetings conducted and the number of
|       | attendees at each;
|       | d. The number of times the COG provided technical assistance to
|       | applicants (assistance with application processes);
|       | e. The number of times the COG provided technical assistance to
|       | grantees regarding the eGrant system (assistance with eGrants
|       | processes for funded projects);
|       | f. The number of Public Information Act requests or requests
|       | from the media; and
|       | g. Any other information requested by HSGD regarding the
|       | services provided under the terms of this Agreement.
|       | The COG agrees to use the submission method and standard report
|       | format as may be established by HSGD. The quarterly reports will
|       | cover the following reporting periods unless an alternate schedule is
|       | mutually agreed upon by the contracting parties.
|       | • September 1, 2017 through November 30, 2017 (Due: 12/30/17)
|       | • December 1, 2017, through February 28, 2018 (Due: 3/30/18)
|       | • March 1, 2018, through May 31, 2018 (Due: 6/30/18)
|       | • June 1, 2018, through August 31, 2018 (Due: 9/30/18)

| HS9  | Other

| HS9.1 | Knowledge: The COG shall ensure that COG employees who work
|       | on HSGD business have a working knowledge of COG's Guide to
|       | Grants; Uniform Grants Management Standards (UGMS); Uniform
|       | Administrative Requirements, Cost Principles, and Audit
|       | Requirements for Federal Awards (2 CFR part 200); and the state
|       | and federal statutes, rules, regulations, documents, and forms
|       | applicable to the funding opportunities listed in HS2.1.

See due dates for each reporting period specified herein.
<table>
<thead>
<tr>
<th>HS9.2</th>
<th>Training: The COG shall ensure that one employee who works on HSGD business attends and participates in mandatory training workshops, meetings, webinars and conference calls sponsored by HSGD. The Director of HSGD or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.</th>
<th>Ongoing</th>
</tr>
</thead>
<tbody>
<tr>
<td>HS9.3</td>
<td>Vacancies: The COG shall notify HSGD of a vacancy involving any staff position that provides services under this Agreement within fourteen (14) calendar days of the vacancy. The COG shall also notify HSGD when a replacement is hired to fill a vacancy involving any staff position that provides services under this Agreement within fourteen (14) calendar days of the replacement's hire date.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>HS9.4</td>
<td>Accounting Systems: The COG shall have an accounting system that accounts for costs in accordance with generally accepted accounting standards or principles. The COG must propose and account for costs in a manner consistent with such standards or principles.</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
| HS9.5 | Access to Records, Records Retention: The COG shall:  
  a. Maintain adequate record keeping procedures.  
  b. Retain all records, regardless of format, related to the services and requirements identified in this Agreement ("Records").  
  c. Follow all legal requirements for maintaining the confidentiality and security of all Records.  
  d. Provide originals or copies of all Records to HSGD upon the request of HSGD, auditors of the State of Texas, or the Department of Homeland Security (DHS). The COG shall permit HSGD or its designee, auditors of the State of Texas or DHS to audit and inspect Records related to this Agreement at any time. The COG shall provide reasonable access to all Records required to accomplish a review of activities, services, expenditures, and the accuracy of reviews and reports. The COG shall also provide HSGD, auditors of the State of Texas, or DHS reasonable access to its employees. Access to Records is not limited to the required retention periods. HSGD, auditors of the State of Texas, DHS, and any of their authorized representatives shall have access to any and all Records, for any reason, upon request for as long as the records are maintained.  
  e. Retain the Records for a period of seven (7) years after the final payment by HSGD under the terms of this Agreement with the following qualification: if any audit, claim, or litigation is initiated before the expiration of the seven-year period, the Records shall be retained until the audit, claim, or litigation is resolved or until the end of the regular seven-year period, whichever is later. At the end of the seven-year period, the COG shall request disposition instructions for the Records. | Ongoing |
from HSGD, and shall dispose of the Records in accordance with HSGD’s instructions.

The COG shall ensure that the above requirements regarding the “Access to Records, Records Retention” are included in any subcontract if awards related to the services in this Agreement.

**HS9.6 Audits:** Audits conducted pursuant to this Agreement shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the review or audit of an agency.

Where the audit concerns the COG, the auditing entity will afford the COG an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

HSGD reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of Records kept by the COG on work performed under this Agreement.

| Ongoing |  |