AGENDA
ARK-TEX COUNCIL OF GOVERNMENTS
EXECUTIVE COMMITTEE MEETING
OCTOBER 26, 2017

The Executive Committee of the Board of Directors of the Ark-Tex Council of Governments (ATCOG) will meet at 10:00 a.m., Thursday, October 26, 2017, at the Titus County Extension Office, 1708 Industrial Road, Mt. Pleasant, Texas.

Item 1. Call to order.

Item 2. Invocation.


Item 4. Approve the minutes as submitted of the Ark-Tex Council of Governments Executive Committee Meeting held Thursday, August 31, 2017, in Mt. Pleasant, Texas.

Review and Comment

Item 5. Review and comment on an Environmental Assessment to the Texas Commission on Environmental Quality (TCEQ) for proposed Air Quality Permit Renewal by Day & Zimmerman Lone Star LLC, authorizing the continued operation of the Thermal Treatment Unit & Degreasers at the Tex America East Facility, located in Hooks, Bowie County, Texas. (See page 6 – to be presented by staff member Paul Prange)

Item 6. Review and comment on the following Environmental Assessments to TCEQ for proposed Water Quality Permit renewals: (See page 8 - to be presented by staff member Paul Prange)

   a) City of Lone Star, authorizing the discharge of treated wastewater from the facility located near US Highway 259, Morris County Road 2315 and FM 729 in Morris County, Texas, ultimately to Lake O’ the Pines.

   b) U.S. Tubular Steel Products to authorize the addition of a continuous galvanizing line and the reduction of E. coli testing frequency from the plant site at Lone Star, Morris County, Texas, ultimately to Big Cypress Creek Below Lake Bob Sandlin.

Item 7. Review and comment on an application by Detroit Independent School District to the U.S. Department of Health & Human Services, Office of Head Start, for a grant in the amount of $957,079, to be matched with $239,270 cash & in-kind, for continuation/refunding of Head Start. (See page 12 - to be presented by staff member Vickie Williamson)

Regular Business

Item 8. Review and consider approval of ATCOG joining a coalition with the cities of Texarkana, Texas, and Texarkana, Arkansas, to submit a grant application to the EPA Brownfields Program in an effort to obtain hazardous substances and petroleum assessment funds in the amount of $600,000 to be utilized within Bowie County, Texas, and Miller County, Arkansas. (See attachment 1 – page 15) (To be presented by staff member Paul Prange)

Item 9. Review and consider approval of revisions to an Interlocal agreement between East Texas Council of Governments (ETCOG) and ATCOG. (See attachment 2 – page 17) (To be presented by Executive Director Chris Brown)
**Other Business**

Item 10. Review and consider ratification of Interlocal Agreement between the Office of the Governor, Criminal Justice Division, and ATCOG. (See attachment 3 – page 49) (To be presented by Executive Director Chris Brown)

Item 11. Review and consider ratification of contract extending the Transportation Management Services Contract with the Texarkana Urban Transit District (TUTD). (See attachment 4 – page 87) (To be presented by Executive Director Chris Brown)

Item 12. Executive Director’s Report. (For information only - see page 98) (To be presented by Executive Director Chris Brown)

- Finance Report
  a) Indirect Funds
  b) Report of 990 filings
  c) Update on financial software conversion

- Update on the Northeast Texas Rural Transportation Summit to be held on Tuesday, October 31, 2017.

**Announcements**

There will be a North East Texas Economic Development District Committee Meeting immediately following the Executive Committee Meeting.

The next Board of Directors Meeting will be held Thursday, December 14, 2017, at 10:00 a.m., at the Hopkins County Courthouse, hosted by the Honorable Robert Newsom, Judge, Hopkins County
The Executive Committee of the Board of Directors of the Ark-Tex Council of Governments (ATCOG) met at 10:00 a.m., Thursday, August 31, 2017 at the Titus County Extension Office, in Mt. Pleasant, Texas.

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


Item 3. Each attendee introduced themselves.

Item 4. The next order of business was to approve the minutes as submitted of the Ark-Tex Council of Governments Executive Committee meeting held Thursday, July 27, 2017, in Mt. Pleasant, Texas.

Motion to approve was made by Bob Thorne, Mayor Pro Tem, City of Daingerfield, and seconded by Marc Reiter, Councilman, City of Hooks. The minutes were approved as submitted.

**Executive Closed Session**

Item 5. At this time, Judge Williamson announced that the Open Session would recess and go into Executive Closed Session to discuss personnel issues, as allowed in the Texas Open Meetings Act, Section 551.074, Personnel Matters.

**Open Session/Review and Comment**

Item 6. The Executive Committee reconvened in Open Session. No action was necessary.

Item 7. Paul Prange, Environmental Services Coordinator, presented for consideration an Environmental Assessment to the Texas Commission on Environmental Quality by Hooks Independent School District authorizing the discharge of treated wastewater from the facility located at 3884 FM 560 North, Hooks, Bowie County, Texas, ultimately to the Lower Red River.

Motion to approve was made by James Carlow, Judge, Bowie County, and seconded by A.M. “Rip” Benefield, Councilman, Queen City. It was approved.

**Regular Business**

Item 8. Mr. Prange presented for consideration approval of allocating solid waste pass-through grant funds to the counties located within the ATCOG region for the FY 2018/2019 Solid Waste Grant Period. These funds would go towards the purchase of game cameras and signs in an effort to patrol illegal dumping sights.

Motion to approve was made by Robert Newsom, Judge, Hopkins County, and seconded by Becky Wilbanks, Judge, Cass County. It was approved.

Item 9. Mr. Prange presented for consideration approval for an application and funding plan to be submitted for Regional Solid Waste Funding in FY 2018 and 2019 through the TCEQ Solid Waste Grant Program.

Motion to approve was made by Brian Lee, Judge, Titus County, and seconded by Judge Newsom. It was approved.

Item 10. Mr. Prange presented for consideration approval of membership changes to the Solid Waste Advisory Committee (SWAC) upon the recommendation of the SWAC Committee.
Motion to approve was made by Councilman Reiter and seconded by Judge Newsom. It was approved.

Item 11. Patricia Haley, Criminal Justice Coordinator, presented for consideration approval for ATCOG’s Executive Director to enter into a 2-year contract with East Texas Police Academy/Kilgore College (ETPA), based on the upcoming 2-year grant period and the proposal submitted by ETPA, upon receiving notification of grant award from the Criminal Justice Division of the Governor’s Office. Judge Williamson recognized Joe Cassis with ETPA at this time.

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

Item 12. Mae Lewis, Housing Manager, presented for consideration approval of an addition to the ATCOG Housing Choice Voucher Administrative Plan effective October 1, 2017, which would allow the Housing staff to utilize the Allowable Living Expense Housing and Utilities Standards to help eliminate fraud.

Motion to approve was made by Councilman Reiter and seconded by Councilman Benefield. It was approved.

Item 13. Mr. Brown presented for consideration approval to recommend Bylaws revisions during the next scheduled Board of Directors meetings. There was general discussion regarding the revisions, but no other changes or revisions were suggested. Judge Williamson asked the Board to review the handout and make note of any questions or changes to be discussed at the next meeting before approval is made.

This item was for information and discussion only, so no action was taken.

Announcements

Mr. Brown announced TEX-21 will be coming to our region to meet with the Board regarding future plans. He will update everyone once the date is confirmed. He also announced there would be a North East Texas Development District (NETEDD) Committee meeting immediately following today’s Board meeting.

Judge Williamson announced the next Board of Directors meeting will be held on Thursday, September 28, 2017 at the Morris County Courthouse Annex, hosted by the Honorable Lynda Munkres, Judge, Morris County.

There were no other announcements, so motion to adjourn was made by Judge Carlow and seconded by Councilman Benefield. The meeting was adjourned.

EXECUTIVE COMMITTEE MEMBERS PRESENT
L.D. Williamson, Judge, Red River County
James Carlow, Judge, Bowie County
Lynda Munkres, Judge, Morris County
Becky Wilbanks, Judge, Cass County
Robert Newsom, Judge, Hopkins County
Brian Lee, Judge, Titus County
Bob Thorne, Mayor Pro Tem, City of Daingerfield
A.M. “Rip” Benefield, Councilman, Queen City
Marc Reiter, Councilman, City of Hooks
Emily Glass, Councilwoman, City of Sulphur Springs
Brady Fisher, Northeast Texas Resource Conservation & Development District

BOARD MEMBERS PRESENT
Kathey Comer, Office of Senator John Cornyn
Ralph Robertson, Mayor Pro Tem, City of Mt. Vernon
Scott Norton, TexAmericas Center
Stan Wyatt, Northeast Texas MWD
GUESTS PRESENT
Joe Cassis, East Texas Police Academy
Robert McGee, Chief of Police, Queen City
Randy Reed, Workforce Solutions NETX
Kiann Richardson, Workforce Solutions NETX
Susan Thorne, Member of the public

STAFF PRESENT
Chris Brown, Executive Director
Sharon Pipes, Director of Administration
Mae Lewis, Housing Manager
Lisa Reeve, Area Agency on Aging Manager
Paul Prange, Environmental Resources Coordinator
Vickie Williamson, Regional Development Coordinator
April Carl, Regional Development Coordinator – Paris
Patricia Haley, Criminal Justice Coordinator
Leslie McBride, Human Resources Coordinator
Amber Thurston, Executive Assistant

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

ATTEST:
**Project SAI No:** TX-R-20171003-0001-05  
**Date Received:** 09-25-17  
**Staff Assignment:** Paul Prange

**Applicant:** Day & Zimmerman Lone Star, L.L.C.

**Project Description:** This application by Day & Zimmerman, which operates a high explosives demolition operation, to the Texas Commission on Environmental Quality (TCEQ) is for renewal of Air Quality Permit Number 38095, which would authorize the continued operation of the Thermal Treatment Unit and Degreasers at the Tex-America East facility. The facility will emit the following contaminants: particulate matter with diameters of 10 microns or less and 2.5 microns or less, carbon monoxide, nitrogen oxides, organic and inorganic compounds, sulfur dioxide, methane, chlorine, sulfuric acid, hydrogen chloride, potassium carbonate, lead and other various metals.

**PROJECT/EA REVIEW:**

<table>
<thead>
<tr>
<th><strong>Area to be served</strong></th>
<th>Hooks, Bowie County, Texas.</th>
</tr>
</thead>
</table>

| **Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?** | Yes. The TCEQ executive director has determined that the application is administratively complete, and will conduct a technical review of the application. |

| **Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?** | Yes. This permit application meets all statutory and regulatory requirements. |

| **Has this project been coordinated through the Texas Commission on Environmental Quality?** | Yes, coordination is in progress. |

| **Does the project address a clearly defined need and does the project take into account preservation of the environment?** | There is a clearly defined need for the continued operation of this facility. The employees at this plant are responsible for producing essential munitions to be used by our armed forces. This facility has been in operation since 1951 and all guidelines required by TCEQ to protect the environment are being followed and minimal disruption of the environment is expected. |

| **Is the project likely to produce any significant adverse effects on the environment?** | No. This Air Quality Permit renewal will authorize operations to take place on property owned by Day & Zimmerman, in order to allow the continued operation of this facility. |

| **Do the anticipated accomplishments of the project justify the disruption to the environment?** | Yes. This plant employs approximately 335 people within our region and has been in existence for over 60 years. The continued operation of this facility is necessary for the production of munitions, which are critical to our nation’s defense. The disruption of the environment is minimal compared to the benefits provided. |

**STAFF ASSESSMENT OF ENVIRONMENTAL IMPACT:** The permit renewal will not create any significant detrimental impact to the environment, as determined by TCEQ.

**RECOMMENDED COMMENT:** Staff recommends support of this Air Quality Permit renewal by Day & Zimmerman Lone Star, L.L.C.
RESOLUTION NO. EC18-003

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF AIR QUALITY PERMIT NO. 38095 BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR DAY & ZIMMERMAN LONE STAR, L.L.C. LOCATED AT 9795 WEST NEW BOSTON ROAD, HOOKS, BOWIE COUNTY, TEXAS TO AUTHORIZE CONTINUED OPERATION OF THE THERMAL TREATMENT UNIT LOCATED AT THIS FACILITY.

WHEREAS, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; and

WHEREAS, it is desirable and in the public interest that certain development plans be reviewed by the Ark-Tex Council of Governments for their consistency with the overall development of the Region, and any environmental impacts resulting therefrom.

NOW, THEREFORE BE IT RESOLVED BY THE ARK-TEX COUNCIL OF GOVERNMENTS:

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

REVIEWED AND APPROVED THIS 26TH DAY OF OCTOBER, 2017.

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

ATTEST:

____________________________________
### Project Description:
The City of Lone Star has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System Permit (TPDES) No. WQ0014365001, to authorize the discharge of treated wastewater, at a volume not to exceed a daily average flow of 440,000 gallons per day, from the domestic wastewater facility located approximately 1,500 feet east of U.S. Highway 259 on Morris County Road 2315 and approximately 4,000 feet south of the intersection of U.S. Highway 259 and FM 729 in Morris County, Texas. Discharge route is from the plant site to an unnamed ditch; thence to Lake O’ the Pines.

### PROJECT/EA REVIEW:

#### Area to be served:
Lone Star, Morris County, Texas.

#### Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?
Yes. The TCEQ executive director has determined that the application is administratively complete and will conduct a technical review of the application.

#### Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?
Yes. This permit application meets all statutory and regulatory requirements.

#### Has this project been coordinated through the Texas Commission on Environmental Quality?
Yes, coordination is in progress.

#### Does the project address a clearly defined need and does the project take into account preservation of the environment?
There is a clearly defined need for the renewal of this TPDES Permit to allow the continued operation of this plant. This plant serves all residents of the City of Lone Star. All guidelines required by TCEQ to protect the environment are being followed, thus minimal disruption of the environment is expected.

#### Is the project likely to produce any significant adverse effects on the environment?
No. The renewal of this permit will not produce any significant adverse effects on the environment.

#### Do the anticipated accomplishments of the project justify the disruption to the environment?
Yes. The renewal of this permit will allow the continued operation of this plant, which has been in operation for over twenty years and has received recent upgrades to the aeration systems. The disruption of the environment is minimal compared to the accomplishments.

### STAFF ASSESSMENT OF ENVIRONMENTAL IMPACT:
The permit renewal will not create any significant detrimental impact to the environment, as determined by TCEQ.

### RECOMMENDED COMMENT:
Staff recommends support of this TPDES Permit renewal application by the City of Lone Star, Texas.
RESOLUTION NO. EC18-002

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TPDES PERMIT NO. WQ0014365001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF LONE STAR, MORAIS COUNTY, TEXAS TO AUTHORIZE THE CONTINUED OPERATION OF THE DOMESTIC WASTEWATER TREATMENT FACILITY LOCATED APPROXIMATELY 1,500 FEET EAST OF U.S. HIGHWAY 259 ON MORAIS COUNTY ROAD 2315 AND APPROXIMATELY 4,000 FEET SOUTH OF THE INTERSECTION OS U.S. HIGHWAY 259 AND FM 729 IN MORAIS COUNTY, TEXAS. DISCHARGE ROUTE IS FROM THE PLANT SITE TO AN UNNAMED DITCH; THENCE TO LAKE O’ THE PINES.

WHEREAS, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; and

WHEREAS, it is desirable and in the public interest that certain development plans be reviewed by the Ark-Tex Council of Governments for their consistency with the overall development of the Region, and any environmental impacts resulting wherefrom.

NOW, THEREFORE BE IT RESOLVED BY THE ARK-TEX COUNCIL OF GOVERNMENTS:

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

REVIEWED AND APPROVED THIS 26TH DAY OF OCTOBER, 2017.

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

ATTEST:
ARK-TEX COUNCIL OF GOVERNMENTS
APPLICATION / PROJECT STAFF REVIEW FOR
ENVIRONMENTAL ASSESSMENT

<table>
<thead>
<tr>
<th>Project SAI No: TX-R-20171016-0001-05</th>
<th>Date Received: 10-13-2017</th>
<th>Staff Assignment: Paul Prange</th>
</tr>
</thead>
</table>

**Applicant:** U.S. Steel Tubular Products, Inc.

**Project Description:** This application by U.S. Steel Tubular Products, Inc. to the Texas Commission on Environmental Quality (TCEQ) is for an amendment to TPDES Permit No. WQ0000348000, to authorize the addition of a continuous galvanizing line at the facility and the reduction of E. coli testing frequency at Outfall 001. The discharge route is from the plant site via Outfalls 001, 002 and 003 leading ultimately into Big Cypress Creek Below Lake Bob Sandlin.

**PROJECT/EA REVIEW:**

**Area to be served:** Lone Star, Morris County, Texas

---

**Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?** The TCEQ executive director has determined that the application is administratively complete and will conduct a technical review.

**Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?** Yes, this permit application meets all statutory and regulatory requirements.

**Has this project been coordinated through the Texas Commission on Environmental Quality?** Yes, coordination is in progress.

**Does the project address a clearly defined need and does the project take into account preservation of the environment?** There is a clearly defined need for the production of steel pipe and specialty tubing in our region. All procedures required by TCEQ to protect the environment are being followed including filtration of airborne contaminants and collection of metal slag in vats.

**Is the project likely to produce any significant adverse effects on the environment?** No. The amendment of the TPDES Permit will not allow for an increase in the amount of treated wastewater and storm water being discharged from the Plant into the surrounding environment.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. This facility, located at the intersection of U.S. Highway 259 and State Highway 29, south of the City of Lone Star, Morris County, Texas provides employment for approximately 1,400 citizens of our region. The production of steel pipe and specialty tubing is necessary in order to supply products such as oil field well casings, natural gas pipelines up to 16 inches in diameter, and specialty automotive tubing. The disruption of the environment is minimal compared to the accomplishments.

**STAFF ASSESSMENT OF ENVIRONMENTAL IMPACT:** The permit amendment will not create any significant detrimental impact to the environment as determined by TCEQ.

**RECOMMENDED COMMENT:** Staff recommends support of this permit amendment application by U.S. Steel Tubular Products, Inc.
RESOLUTION NO. EC18-001

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON A PROPOSED AMENDMENT OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TPDES PERMIT NO. WQ0000348000 BY U.S. STEEL TUBULAR PRODUCTS, INC. WHICH WILL AUTHORIZE THE ADDITION OF A CONTINUOUS GALVANIZING LINE AT THE FACILITY AND THE REDUCTION OF THE E.COLI TESTING FREQUENCY AT OUTFALL 001. THE DISCHARGE ROUTE IS FROM THE PLANT SITE VIA OUTFALLS 001, 002 AND 003 LEADING ULTIMATELY INTO BIG CYPRESS CREEK BELOW LAKE BOB SANDBLAN FROM THE PIPE MANUFACTURING AND COATING FACILITY LOCATED AT 6866 U.S. HIGHWAY 259 SOUTH, LONE STAR, MORRIS COUNTY, TEXAS.

WHEREAS, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; and

WHEREAS, it is desirable and in the public interest that certain development plans be reviewed by the Ark-Tex Council of Governments for their consistency with the overall development of the Region, and any environmental impacts resulting wherefrom.

NOW, THEREFORE BE IT RESOLVED BY THE ARK-TEX COUNCIL OF GOVERNMENTS:

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

REVIEWED AND APPROVED THIS 26TH DAY OF OCTOBER, 2017.

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

ATTEST:

______________________________
ARK-TEX COUNCIL OF GOVERNMENTS
APPLICATION / PROJECT STAFF REVIEW

Project SAI No: TX-R-20171005-0002-05  Date Received: 10-05-17  Staff Assignment: Vickie Williamson

Applicant:
Detroit Independent School District Head Start

Project Title:
Head Start 2018 Continuation/Refunding

PROJECT DESCRIPTION:

Proposed Activity:
Continue to provide Project Head Start for 54 three and four year olds.

Budget:

<table>
<thead>
<tr>
<th>Source / Funding Agency</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$ 957,079.00</td>
</tr>
<tr>
<td>Local</td>
<td></td>
</tr>
<tr>
<td>Applicant</td>
<td>239,270.00</td>
</tr>
<tr>
<td>Total</td>
<td>$ 1,196,349.00</td>
</tr>
</tbody>
</table>

Personnel Required:
1 Program Director, 8 Teachers, 9 Teacher Aides, 2 Health/Mental Health/Disabilities Personnel, 4 Nutrition Services Personnel, 2 Family/Community Partnership Program Managers, 1 Head Start Director, 1 Administrative Personnel, 4 Transportation Personnel, 1 “Other” Personnel

PROJECT REVIEW: (PROVIDE ADEQUATE DETAIL)

Area to be served:
Red River County Detroit ISD, and Clarksville ISD

Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?
Assurances included with application.

Is the project consistent with state, areawide, and / or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?
Application approved by the Red River County Head Start Policy Council and Detroit ISD Board of Trustees.

Does the project address a clearly defined need?
The Detroit Head Start Program oversees the centers in Detroit, Avery, Rivercrest, and Clarksville. The rate of Economically Disadvantaged Children continues to rise in Red River County. Red River County has a workforce of 5,063 of which 7.2% are unemployed. The region’s population is 12,860 with an estimated poverty level of 20.1% according to census data in 2015.
Is the project likely to produce any significant adverse effects on the environment?

No

<table>
<thead>
<tr>
<th>Are the project's goals identified, specific, measurable, and achievable?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes.</td>
</tr>
</tbody>
</table>

Detroit ISD Head Start provides Head Start Centers on both the Avery, Detroit, Rivercrest and Clarksville ISD campuses. This grant will fund year 3 of the Head Start 5-year plan which has enabled them to track progress on long range goals, objectives, and program impacts and make adjustments. Long range goals are: Outcomes for children and families, Program and fiscal management systems, oversight, and accountability, enhanced community involvement and resources, and Unique community and organizational goals. Each of these have objectives and strategies to meet their goals.

<table>
<thead>
<tr>
<th>Does the proposal demonstrate a feasible delivery strategy?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes.</td>
</tr>
</tbody>
</table>

There are no major changes to be made to the design, implementation, and objectives. Components include administration; education; health, mental health, and disabilities assistance; social services; and parental involvement.

<table>
<thead>
<tr>
<th>Does the project contribute to a balanced delivery of services among political subdivisions covered by the application?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes.</td>
</tr>
</tbody>
</table>

The Head Start program services 132 young children and families, 72 in Detroit ISD, 60 in Clarksville ISD, 17 in Avery ISD, and 28 in Rivercrest ISD. There is a strong partnership between the ISD's as well as the Red River County Head Start Policy Council. They encourage parental and community participation and input. They have incorporated systems to ensure consistency between the centers.

<table>
<thead>
<tr>
<th>Do the anticipated accomplishments of the project justify the amount of funds requested?  (Cost / Benefit Analysis)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes.</td>
</tr>
</tbody>
</table>

Costs appear to be reasonable. Costs include: Personnel - $633,098; Fringe Benefits - $181,256; Travel - $5,063; Supplies - $31,173; Contractual - $10,970; Other - $95,519 to include, utilities, telephone, building and child liability insurance, building maintenance/repair and other occupancy, nutrition services, child services consultants, substitutes, parent services, publications/advertising/printing, training or staff development, and Insurance.

<table>
<thead>
<tr>
<th>Does the applicant's prior performance indicate high probability that the proposed objectives will be accomplished?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes.</td>
</tr>
</tbody>
</table>

The program has been in operation for since 1993. Currently, Head Start serves 132 students in two centers. They maintain successful program operations by hiring degreed/certified teachers and qualified, experienced management staff.

<table>
<thead>
<tr>
<th>Additional Information:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATIONS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff recommends a favorable review.</td>
</tr>
</tbody>
</table>
RESOLUTION NO. EC18-004

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON AN APPLICATION BY DETROIT INDEPENDENT SCHOOL DISTRICT TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF HEAD START, FOR A GRANT IN THE AMOUNT OF $957,079.00, TO BE MATCHED WITH $239,270.00 CASH AND IN-KIND, FOR CONTINUATION /REFUNDING OF HEAD START.

WHEREAS, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperative Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain applications for which federal financial assistance is requested, and

WHEREAS, it is desirable and in the public interest that certain development plans be reviewed by the Ark-Tex Council of Governments for their consistency with the overall development of the Region.

NOW, THEREFORE BE IT RESOLVED BY THE ARK-TEX COUNCIL OF GOVERNMENTS:

Section 1 - That the submission of an application by Detroit Independent School District to the Department of Health and Human Services, Office of Head Start, for a grant in the amount of $957,079.00, to be matched with $239,270.00 cash and in-kind, for continuation/refunding of Head Start has been reviewed by the Board of Directors and can reasonably be expected to become part of the overall regional plan.

Section 2 – That the above mentioned improvements are desirable and urgently needed for public safety and welfare.

REVIEWED THIS 26th DAY OF OCTOBER, 2017.

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

ATTEST:
ITEM 8:

Review and consider approval of the Ark-Tex Council of Governments joining a coalition with the cities of Texarkana, TX and Texarkana, AR to submit a grant application to the EPA Brownfields Program in an effort to obtain hazardous substances and petroleum assessment funds in the amount of $600,000.00 to be utilized within Bowie County, Texas and Miller County, Arkansas.

BACKGROUND:

The City of Texarkana, TX reached out to the Ark-Tex Council of Governments and the City of Texarkana, AR in order to form a coalition to apply for funds from the EPA Brownfields Program to conduct environmental site assessments on specific properties located within Northeast Texas and Southwest Arkansas. The sites include, but are not limited to: the Perot Market Square, Union Station, the area surrounding Beverly Park, the former Boys and Girls Club and the TexAmericas Center; however, this request to join the coalition will not become official until the ATCOG Board also approves it.

DISCUSSION:

The City of Texarkana, TX requests that ATCOG join them and the City of Texarkana, AR to form the Texarkana Brownfields Regional Environmental Coalition (TBREC) in order to apply for an EPA Brownfields Coalition Assessment Grant which will allow for the environmental assessment of conditions at several key locations listed above. The goal is to identify the conditions at these locations which may present threats to public health, to develop cleanup strategies to remediate any existing hazardous substances or petroleum contamination, and to encourage reuse of underutilized properties by promoting job growth and economic development in these areas.

RECOMMENDATION

Staff recommends Board approval of the TBREC application to the EPA Brownfields Assessment Grant Program.
RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) WITH REVIEW AND COMMENT ON THE FORMATION OF THE TEXARKANA BROWNFIELDS REGIONAL ENVIRONMENTAL COALITION (TBREC) BETWEEN THE CITIES OF TEXARKANA, TX, TEXARKANA, AR AND THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) IN AN EFFORT TO APPLY FOR AN EPA BROWNFIELDS COALITION ASSESSMENT GRANT IN THE AMOUNT OF $600,000 TO BE UTILIZED TO CONDUCT ENVIRONMENTAL SITE ASSESSMENTS ON SPECIFIC SITES LOCATED WITHIN NORTHEAST TEXAS AND SOUTHWEST ARKANSAS. THE SITES INCLUDE, BUT ARE NOT LIMITED TO: THE PEROT MARKET SQUARE, UNION STATION, THE AREA SURROUNDING BEVERLY PARK, THE FORMER BOYS AND GIRLS CLUB AND TEXAMERICAS CENTER.

WHEREAS, it is desirable and in the public interest that certain development plans be reviewed by the Ark-Tex Council of Governments for their consistency with the overall development of the Region.

NOW, THEREFORE BE IT RESOLVED BY THE ARK-TEX COUNCIL OF GOVERNMENTS:

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. The formation of this coalition is necessary in order to apply for EPA Brownfields Coalition Assessment Grant Funds.

Section 2 - That the above mentioned coalition is required by the EPA Brownfields Program in order to become eligible to apply for EPA Brownfields Coalition Assessment Grant Funds through a competitive grant application process.

REVIEWED AND APPROVED THIS 26th DAY OF OCTOBER, 2017.

________________________________________________________________________

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

ATTEST:
ITEM 9:
Discussion/Action on Interlocal Contract with ETCOG.

BACKGROUND:
ATCOG and ETCOG have joined forces to provide transportation across Service Area Boundaries, particularly as it relates to Veteran Transportation needs. This effort is evidenced by the attached Interlocal Contract.

DISCUSSION:
This item was presented and approved at the September Board Meeting. However, some formatting changes were requested by TxDOT which require your approval. We are therefore presenting the revised Interlocal Contract for your consideration. In the packet you will see a “mark-up” showing the changes to the Contract, a clean copy with revised attachments for your approval.

As a reminder, TxDOT awarded a Regional Planning Demonstration Grant for this work. The actual TxDOT agreement will be with ETCOG and ATCOG’s involvement is documented in the Interlocal Contract. The amount of the grant is $106,250 with ½ budgeted for ETCOG staff time and ½ budgeted for ATCOG staff time. The specifics of the grant are detailed in the attachment as is the budget. The term is annually renewable with a 60 day termination provision.

RECOMMENDATION:
Staff recommends approval.
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.
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.

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:____________________________
SCOPE OF WORK

The Ark-Tex Council of Governments will assist the East Texas Council of Governments with the following activities:

- 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”
- Develop surveys and other outreach/research material.
- Set Meeting dates, locations and times for Public Meetings.
- Hold meetings throughout the affected service areas of ETCOG and ATCOG to gather information on demand.
- 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.
- Develop all marketing material to promote the new service being launched and distribute throughout the communities involved utilizing stakeholders, social media and media.
- Allocate necessary staff for the service and train them prior to implementation. This includes schedulers, dispatchers and drivers, in addition to, office staff from both ATCOG and ETCOG.
- Launch first priority Route.
- 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.
- Recommended changes to service will be implemented from the results of Task #10.
- Launch additional Routes per the prioritized service determined in Task #6.
- Collect data 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. 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. 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.
## BUDGET WORKSHEET

**Applicant Name:** East Texas Council of Governments  
**Federal Program:** $550d Planning (PLS)  
**Fiscal Year:** FY 2018

### PETROLEUM

(List all personnel to be reimbursed by planning funds by job title, not individuals’ names)

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Officer</td>
<td>8,000.00</td>
<td>$8,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>1</td>
<td>Transportation Specialist</td>
<td>3,000.00</td>
<td>$3,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>1</td>
<td>Drivers</td>
<td>20,000.00</td>
<td>$20,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td><strong>Total Personnel</strong></td>
<td></td>
<td>$31,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

### FRINGE

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Officer</td>
<td>8,000.00</td>
<td>$8,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>1</td>
<td>Transportation Specialist</td>
<td>3,000.00</td>
<td>$3,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>1</td>
<td>Drivers</td>
<td>20,000.00</td>
<td>$20,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td><strong>Total Fringe</strong></td>
<td></td>
<td>$17,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

### EQUIPMENT

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td><strong>Total Equipment</strong></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

### SUPPLIES

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td><strong>Total Supplies</strong></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

### TRAVEL

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

### CONTRACTUAL (lump sum*)

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,450</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$590</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td><strong>Total Contractual</strong></td>
<td></td>
<td>$1,940</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

### INDIRECT

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Officer</td>
<td>8,000.00</td>
<td>$8,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Transportation Specialist</td>
<td>3,000.00</td>
<td>$3,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Drivers</td>
<td>20,000.00</td>
<td>$20,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td><strong>Total Indirect</strong></td>
<td></td>
<td>$9,992</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$59,032</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

---

*Note: Lump sum contracts are paid in full at the start of the budget period.*
### ATCOG Contractual Budget

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1-1.5</td>
<td>Executed Contract, Survey's, Public Input</td>
<td>$2,256.75</td>
</tr>
<tr>
<td>2.1</td>
<td>Draft report of prioritized results</td>
<td>$6,796.80</td>
</tr>
<tr>
<td>2.2</td>
<td>Marketing Plan</td>
<td>$849.60</td>
</tr>
<tr>
<td>2.3</td>
<td>Implement first route</td>
<td>$849.60</td>
</tr>
<tr>
<td>3.1-3.2</td>
<td>Data collection and demonstration route</td>
<td>$21,434.70</td>
</tr>
<tr>
<td>3.5</td>
<td>Data collection, demonstration route &amp; final report</td>
<td>$23,744.55</td>
</tr>
<tr>
<td><strong>Total Contractual</strong></td>
<td></td>
<td><strong>$55,932.00</strong></td>
</tr>
</tbody>
</table>
## PERSONNEL
(List all personnel to be reimbursed by planning funds by job title, not individuals’ names)

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planner</td>
<td>250 Hours</td>
<td>24.50</td>
<td>$6,125</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Driver (s)</td>
<td>2,000 Hours</td>
<td>11.00</td>
<td>$22,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Total Personnel</td>
<td></td>
<td></td>
<td></td>
<td>$28,125</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

## FRINGE

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planner</td>
<td>6,125 Hours</td>
<td>0.55</td>
<td>$3,369</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Driver (s)</td>
<td>22,000 Hours</td>
<td>0.55</td>
<td>$12,100</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Total Fringe</td>
<td></td>
<td></td>
<td></td>
<td>$15,469</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

## EQUIPMENT

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Equipment</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

## SUPPLIES

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Marketing Material</td>
<td>1</td>
<td>200.00</td>
<td>$200</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Supplies</td>
<td></td>
<td></td>
<td></td>
<td>$200</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>Number of Units</td>
<td>Unit of Measure (such as hours or items)</td>
<td>Rate (cost per unit)</td>
<td>TOTAL</td>
<td>Award Amount</td>
<td>Match Amount</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-----------------</td>
<td>------------------------------------------</td>
<td>----------------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Face to Face meeting between ATCOG &amp; ETCOG</td>
<td>212 miles</td>
<td>0.53</td>
<td>$112</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Face to Face meeting between ATCOG &amp; ETCOG</td>
<td>212 miles</td>
<td>0.53</td>
<td>$112</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Face to Face meeting between ATCOG &amp; ETCOG</td>
<td>212 miles</td>
<td>0.53</td>
<td>$112</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Travel</td>
<td></td>
<td></td>
<td>$336</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTUAL (lump sum*)</th>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td>1</td>
<td>6,600.00</td>
<td>$6,600</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Transportation Specialist</td>
<td>1</td>
<td>3,000.00</td>
<td>$3,000</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Drivers</td>
<td>1</td>
<td>22,000.00</td>
<td>$22,000</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Fringe</td>
<td>1</td>
<td>17,380.00</td>
<td>$17,380</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Indirect</td>
<td>1</td>
<td>6,952.00</td>
<td>$6,952</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Total Contractual</td>
<td></td>
<td></td>
<td>$55,932</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INDIRECT</th>
<th>Number of Units</th>
<th>Unit of Measure (such as hours or items)</th>
<th>Rate (cost per unit)</th>
<th>TOTAL</th>
<th>Award Amount</th>
<th>Match Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planner</td>
<td>6,125 $</td>
<td>0.22</td>
<td>$1,348</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Driver(s)</td>
<td>22,000</td>
<td>0.22</td>
<td>$4,840</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Total Indirect</td>
<td></td>
<td></td>
<td>$6,188</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$106,250</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>
Workplan for Proposed Innovative Demonstration Project  
Project Title: ETCOG – ATCOG Coordination Project

**Goal:** To provide coordination between ATCOG and ETCOG service areas to close gaps identified in the 5 yr planning process, specifically providing transportation across jurisdictional boundaries and getting Veteran’s to the VA hospital in Shreveport, LA.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Lead &amp; Team</th>
<th>Completion Date</th>
<th>Deliverable</th>
<th>Projected Cost to develop deliverable(s) or for activities under each objective, as appropriate</th>
</tr>
</thead>
</table>
| **Objective 1a:** | **Activity 1.1:** Draft Partnership Agreement for execution by ATCOG, have attorney review and approve. Then have ETCOG & ATCOG execute the document.  
**Activity 1.2:** 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 1.3:** ETCOG and ATCOG will develop surveys and other outreach/research material. 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 | ATCOG ETCOG | Date 10-01-2017 | Required Deliverable (Assign 1.1 & 1.2): An executed contract between ETCOG and ATCOG  
A report that includes a list of participating partners, agencies, and stakeholders involved in the information gathering phase and their roles.  
Required Deliverable (Assign 1.3, 1.4, & 1.5): A completed survey and outreach/research material.  
List of meeting dates and locations.  
Minutes of the meetings and input received.  
It should be noted that work completed in the 5 Year planning process will serve as the “jumping off point” for this deeper evaluation of the extent and exact location of the demand for this service. The needs assessments clearly document gaps in services specifically concerning peoples’ inability to reach health care appointments and other destinations that require crossing jurisdictional boundaries. However, the needs assessment did not drill down to identify specifics such as exact points of origin, exact days and times when trips are needed, and other details. This level of specificity will allow ETCOG & ATCOG to prioritize demonstration routes with the | Required Deliverable (1.1 - 1.5)  
Contractual: $2,256.75  
ETCOG: $1,084.13  
Travel $112  
Total Projected Cost: $3,452.88  
Planner – ETCOG  
25 hours x 24.50/hr = $612.50  
612.50 x .55 (fringe) = $336.88  
612.50 x .22 (ind) = $134.75  
Total = $1,084.13  
Manager – ATCOG  
25 hours x 33/hr = $825  
825 x .55 (fringe) = $453.75  
825 x .22 (ind) = $181.50  
Total = $1460.25  
Specialist – ATCOG  
30 hours x 15/hr = $450  
450 x .55 (fringe) = $247.50  
450 x .22 (ind) = $99  
Total = $796.50 |

By September 30, 2017 execute partnership agreement with ATCOG for involvement in the project. Additionally, confirm involvement of all other partner agencies and their role in the process.
<table>
<thead>
<tr>
<th><strong>Objective 1b:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>By October 30, 2017 release surveys via online, social media and hard copy. Set meeting dates, locations and times to gather community input.</td>
<td>other social media sites.</td>
</tr>
</tbody>
</table>

**Activity 1.4:**
Set Meeting dates, locations and times for Public Meetings. Distribute information from task 3 & task 4.

**Activity 1.5:**
Hold meetings throughout the affected service areas of ETCOG and ATCOG to gather information on demand. Meetings 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. We will hold at least 3 meetings.

**Activity 1.6:**
Send a brief quarterly progress report to TxDOT staff member managing this project grant agreement (PGA) indicating the greatest positive impact.

| Due Dates for Quarterly Progress Reports: Dec 2017; Mar 2018; Jun 2018 |  |
following: (1) progress of work in the workplan, (2) if work is not progressing, provide a brief explanation as to why not and plans for moving forward, (3) issues or needs for assistance.

### Objective 2a:
**By December 1, 2017 finalize prioritizations for Route options.**

### Objective 2b:
**By January 31, 2018 release marketing material in advance of launch.**

| Activity 2.1: 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. In developing the route prioritizations, ETCOG and ATCOG will utilize all data gathered through the public meetings, partner input and call request data from our call centers. Calls are received in the normal course of business for trips to destinations outside the service area. These calls will be documented and included in the prioritization process. Another aspect that will be part of the consideration is the existing resources of the agencies and the locations of the respective driving staff. This is a necessary | ATCOG ETCOG | Date 12-1-2017 Date 1-31-2018 | Required Deliverable (Assign 2.1): Draft report of the prioritization of results which will include a description of the methodology used to conduct the prioritization process, observations and recommendations. | Required Deliverable (2.1) Contractual: $6,796.80 ETCOG: $3,469.20 Travel $112 Total Projected Cost: $10,378 |

| Planner – ETCOG | 80 hours x 24.50/hr = $1960 1960 x .55 (fringe) = $1,078 1960 x .22 (ind) = $431.20 Total = $3,469.20 |
| Manager – ATCOG | 80 hours x 33/hr = $2640 2640 x .55 (fringe) = $1,452 2640 x .22 (ind) = $580.80 Total = $4,672.80 |
| Specialist – ATCOG | 80 hours x 15/hr = $1200 1200 x .55 (fringe) = $660 1200 x .22 (ind) = $264 Total = $2,124 |
component of the process in order to make decisions that are cost effective and efficient. It should be noted that we are already aware of the need for veterans to reach the VA hospital in Shreveport. ETCOG has made progress in establishing this service (see attached documents). ATCOG will be able to partner in this effort as well. The needs assessments were very clear with regard to Veterans reaching VA Medical Facilities. No VA hospitals exist in either agencies areas. Meeting these needs is a top priority.

**Activity 2.2:**
ETCOG and ATCOG will cooperatively develop a marketing plan and all marketing material to promote the new service being launched and distribute throughout the communities involved utilizing stakeholders, social media and media. The marketing plan will clearly:
- State the purpose of the marketing activities. This should indicate a direct tie-in to increasing ridership, not just increased awareness
- Identify a target

**Required Deliverable (Assign 2.2):**
Finalized marketing plan & marketing materials.

**Required Deliverable (2.2)**
- Contractual: $849.60
- ETCOG: $1,734.60
- Travel $112

**Total Projected Cost:**
$2,696.20

**Planner – ETCOG**
40 hours x 24.50/hr = $980
980 x .55 (fringe) = $539
980 x .22 (ind) = $215.60
Total = $1,734.60

**Manager – ATCOG**
10 hours x 33/hr = $330
330 x .55 (fringe) = $181.50
330 x .22 (ind) = $72.60
Total = $584.10

**Specialist – ATCOG**
10 hours x 15/hr = $150
150 x .55 (fringe) = $82.50
150 x .22 (ind) = $33
Total = $265.50
Audience(s)
- Develop primary messages to be communicated
- ID & implement strategies for most effectively reaching the target audience(s) with the messages

The purpose is to ensure all populations needing service will be reached and aware of the new services available to them. Since most of our population is elderly we will make sure to include health and human service agencies, the newspaper, doctor’s offices, senior centers, etc. ETCOG and ATCOG will include the marketing component in the overall evaluation to show what worked well, what didn’t and lessons learned.

- Public meetings will be held to gain input into what the communities needs are for this service
- Current riders will be asked to fill out surveys regarding needs
- Once the data is collected we will have it available in the report via the website
### Activity 2.3:
ETCOG and ATCOG will allocate necessary drivers for the service and develop protocol for them on the new service prior to implementation. Both agencies will train the schedulers and dispatchers, in addition to, office staff so everyone in the offices coordinate and are on the same page for the new service; where we go, on what days, how much it costs, etc. This will be included in the overall evaluation (what worked well, what didn’t, lessons learned and so on).

#### Required Deliverable (Assign 2.3):
No deliverable.

### Objective 3a:
By April 1, 2018 launch and implement first route (assumed to be VA Route to Shreveport). Other possible route is coordination of moving people between Cass and Marion counties.

### Activity 3.1:
Launch first priority route which will be determined through the previous processes. This route will be launched in cooperation with ETCOG, ATCOG, Amtrak, Longview Transit, and the Shreveport VA Hospital Overton Brooks.

- Evaluate Project Data
- This will include not only

**ATCOG**

<table>
<thead>
<tr>
<th>Date</th>
<th>Required Deliverable (Assign 3.1 &amp; 3.2):</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-1-2018</td>
<td>Data collected once the new service is underway. Any necessary revisions to the route will be noted here.</td>
</tr>
</tbody>
</table>

**ETCOG**

<table>
<thead>
<tr>
<th>Date</th>
<th>Required Deliverable (Assign 3.1 &amp; 3.2):</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-1-2018</td>
<td>Data collected once the new service is underway. Any necessary revisions to the route will be noted here.</td>
</tr>
</tbody>
</table>

#### Required Deliverable (Assign 3.1 & 3.2):

<table>
<thead>
<tr>
<th>Contractual:</th>
<th>$849.60</th>
</tr>
</thead>
<tbody>
<tr>
<td>ETCOG:</td>
<td>$867.30</td>
</tr>
<tr>
<td>Supplies:</td>
<td>$200</td>
</tr>
</tbody>
</table>

**Total Projected Cost:**

$1,116.90

### Required Deliverable (3.1-3.2):

**Contractual:**

- Planner – ETCOG
  - 20 hours x 24.50/hr = $490
  - 490 x .55 (fringe) = $269.50
  - 490 x .22 (ind) = $107.80
  - Total = $867.30

- Manager – ATCOG
  - 10 hours x 33/hr = $330
  - 330 x .55 (fringe) = $181.50
  - 330 x .22 (ind) = $72.60
  - Total = $584.10

- Specialist – ATCOG
  - 10 hours x 15/hr = $150
  - 150 x .55 (fringe) = $82.50
  - 150 x .22 (ind) = $33
  - Total = $265.50

**Total Projected Cost:**

$4,639.30

- Planner – ETCOG
  - 40 hours x 24.50/hr = $980
  - 980 x .55 (fringe) = $539
  - 980 x .22 (ind) = $215.60
  - Total = $1,734.60
**Objective 3b:**
By May 1, 2018 make adjustments to route.

- Quantitative data such as number of trips, demographics of riders, evaluation of destinations, etc. but will also include qualitative data such as passenger feedback and their recommendations for modification/improvement to the service.
- Evaluation of feedback from the partnering entities/agencies will also be collected and included in the recommended modifications of service.
- The feedback will be gathered through direct conversations and surveys.

**Activity 3.2:**
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 3.3:**
Recommended changes to service will be implemented from the results of Activity 3.1

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
<th>Manager – ATCOG</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8-30-2018</td>
<td>20 hours x 33/hr = $660</td>
</tr>
<tr>
<td></td>
<td></td>
<td>660 x .55 (fringe) = $363</td>
</tr>
<tr>
<td></td>
<td></td>
<td>660 x .22 (ind) = $145.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total = $1,168.20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
<th>Specialist – ATCOG</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12-31-2018</td>
<td>30 hours x 15/hr = $450</td>
</tr>
<tr>
<td></td>
<td></td>
<td>450 x .55 (fringe) = $247.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>450 x .22 (ind) = $99</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total = $796.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
<th>Driver – ETCOG</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1000 hours x 11/hr = $11,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11,000 x .55 (fringe) = $6,050</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11,000 x .22 (ind) = $2,420</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total = $19,470</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
<th>Driver – ATCOG</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1000 hours x 11/hr = $11,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11,000 x .55 (fringe) = $6,050</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11,000 x .22 (ind) = $2,420</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total = $19,470</td>
</tr>
<tr>
<td>Activity 3.4:</td>
<td>Required Deliverable (3.5):</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------------------</td>
<td></td>
</tr>
<tr>
<td>Launch additional Routes per the prioritized service determined in Activity 2.1</td>
<td>Final report of the routes and all data collected. This report will include a detailed description of the methodology used to evaluate the demonstration project. It will also extensively discuss observations, findings and conclusions of the entire project. The report also will discuss how these routes could be viably sustained. Recommendations concerning replication of the project will be included as will appendices (including data collection forms, data assessment documents, all collateral materials, meeting minutes, sign-in sheets, and other material as needed.</td>
<td></td>
</tr>
</tbody>
</table>

**Activity 3.5:**

Collect data for all services from demo project. Analysis of both customer experience and system efficiency will take place. Results of this will be documented in the Final Report at the end of the planning process.

The data collected to evaluate the performance & success of the project will be two-fold. Performance metrics will include:
- # of trips
- cost per mile
- cost per passenger,
- measures to assess critical questions such as whether people/veterans are better able to get where they need to go
- increased ridership
- whether fewer VA appointments are being missed due to lack of transportation
- effectiveness of specific marketing strategies
- cost savings of doing each of the test-routes versus not doing them

Some of these results will

<table>
<thead>
<tr>
<th>Required Deliverable (3.5)</th>
</tr>
</thead>
</table>

**Contractual:** $23,744.55  
**ETCOG:** $21,421.43  
**Travel:** $112  

**Total Projected Cost:**  
$45,165.98

Planner – ETCOG  
45 hours x 24.50/hr = $1102.5  
1105.5 x .55 (fringe) = $606.38  
1105.5 x .22 (ind) = $242.55  
Total = $1,951.43

Manager – ATCOG  
55 hours x 33/hr = $1815  
1815 x .55 (fringe) = $998.25  
1815 x .22 (ind) = $399.30  
Total = $3,212.55

Specialist – ATCOG  
40 hours x 15/hr = $600  
600 x .55 (fringe) = $330  
600 x .22 (ind) - $132  
Total = $1,062

Driver – ETCOG  
1000 hours x 11/hr = $11,000  
11,000 x .55 (fringe) $6,050  
11,000 x .22 (ind) = $2,420  
Total = $19,470

Driver – ATCOG  
1000 hours x 11/hr = $11,000  
11,000 x .55 (fringe) $6,050  
11,000 x .22 (ind) = $2,420  
Total = $19,470
Objective 3c:
By August 30, 2018 launch and implement the 2nd route for this demonstration project (either the VA route or the Cass/Marion counties route) so that all viable routes are operating.

Objective 3d:
By December 31, 2018, aggregate and analyze data and complete report of the results of the demonstration project. This will include information on the success of the information gathered and the routes launched.

Data collection activities/steps for the 2nd route to be tested will be the same as the first test route.

Total Contractual Cost for entire project: $55,932
**ATCOG Criminal Justice - Overview of New Agreement/Contracts**

**Office of the Governor - CJD Planning Interlocal Agreement**

<table>
<thead>
<tr>
<th>FY2018 CJD Planning &amp; Assistance Interlocal Agreement (Sept. 1, 2017 thru Aug. 31, 2018)</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$65,039.35</td>
</tr>
</tbody>
</table>

**Regional Law Enforcement Training Contracts (funded by CJD 2-Year Grant)**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total 2-yr Grant Award: $154,267</td>
<td></td>
</tr>
<tr>
<td>FY2018/19 Regional Law Enforcement Training Academy Contract</td>
<td>$75,000</td>
</tr>
<tr>
<td>FY2018/19 Specialized Courses/Instructors scheduled by ATCOG CJ staff and brought into the ATCOG region to teach courses otherwise unavailable locally</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Total Contract Allocation</strong></td>
<td><strong>$85,000</strong></td>
</tr>
</tbody>
</table>

**Juvenile Justice Services Contracts (funded by CJD Juvenile Justice Grant)**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Grant Award: $57,000</td>
<td></td>
</tr>
<tr>
<td>Bowie</td>
<td>$13,440</td>
</tr>
<tr>
<td>Cass</td>
<td>$4,200</td>
</tr>
<tr>
<td>Hopkins (&amp; Delta, Franklin)</td>
<td>$7,980</td>
</tr>
<tr>
<td>Lamar</td>
<td>$7,140</td>
</tr>
<tr>
<td>Red River</td>
<td>$1,680</td>
</tr>
<tr>
<td>Titus (&amp; Morris)</td>
<td>$7,560</td>
</tr>
<tr>
<td><strong>Total Contract Allocation</strong></td>
<td><strong>$42,000</strong></td>
</tr>
</tbody>
</table>
RENEWAL OF
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE OFFICE OF THE GOVERNOR
AND
THE ARK-TEX COUNCIL OF GOVERNMENTS

WHEREAS, the Criminal Justice Division of the Office of the Governor, State of Texas ("CJD") and The 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 criminal justice grant funds by CJD; 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, CJD 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 Criminal Justice Division, Office of the Governor, State of Texas ("CJD"), 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 CJD, or its designee, and to current and potential CJD applicants and grantees in Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, 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 CJD. The COG shall comply with all deadlines outlined in the SOW.

C. The COG shall establish and maintain a Criminal Justice Division "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 CJD 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. CJD RESPONSIBILITIES

A. Upon receipt of an invoice, CJD shall reimburse the COG for services provided in accordance with this Agreement.

B. CJD 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. CJD shall review and act upon submissions by the COG requiring CJD actions.

D. CJD shall verify the eligibility, reasonableness, and cost-effectiveness of proposed projects, and the availability of funding, and will render final funding decisions.

E. CJD shall provide award documentation to each grantee that is awarded a grant by CJD.

F. CJD shall notify the COG when grant funds are awarded by CJD to a grantee in the COG’s Region under the funding opportunities listed in CJ3.1 of Attachment A.

G. CJD shall notify the COG when grant funds of a grant organization in the COG’s Region are placed on hold.

H. Upon determining the eligibility status for each grant application under the funding opportunities listed in CJ3.1 of Attachment A from an applicant in the COG’s Region, CJD 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, CJD agrees to compensate the COG for the services rendered at a rate of $5,419.95 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 $65,039.35.

SECTION V. PAYMENTS

A. The COG shall submit an invoice on a monthly basis, along with the monthly report, as specified in CJ3.1 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 CJD’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;

Page 2 of 19 (COG-CJD Services FY18)
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 Executive Director of CJD determines that the COG has failed to comply with the requirements of this Agreement, CJD 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 Executive Director of CJD or may terminate this Agreement. The COG may recoup withheld payments if the Executive Director of CJD, 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 CJD a release of all claims against CJD arising under or by virtue of this Agreement.

D. The payments specified in Section IV of this Agreement shall not be paid by CJD until the required information is submitted by the COG to CJD, as provided in Attachment A.

E. For good cause, CJD 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 CJD by the applicable deadlines established in Attachment A of this Agreement, the COG shall forfeit, for each failure, one-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 CJD within ten (10) calendar days after the deadline established in Attachment A, CJD 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 Executive Director of CJD 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 CJD’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 Executive Director of CJD is the person authorized to represent CJD 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. CJD 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 CJD 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 CJD.

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 CJD 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 CJD in excess of the funds delineated in this Agreement. The COG agrees that funding for this Agreement is subject to the actual receipt by CJD of funds appropriated to CJD. The COG agrees that the funds, if any, received from CJD are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of CJD for the purpose of this Agreement. The COG agrees that notwithstanding any other provision of this Agreement, if CJD is not appropriated the funds, or if CJD does not receive the appropriated funds for this program, or if the funds appropriated to CJD for this program are required to be reallocated to fund other state programs or purposes, CJD 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 CJD-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 CJD 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) 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 CJD 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 CJD, as a division of the Office of the Governor ("OOG"), does not tolerate any type of fraud, waste, or misuse of funds received from CJD. 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 CJD, 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 CJD.

SECTION XXIV. TEXAS PUBLIC INFORMATION ACT

The COG acknowledges that CJD and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the PIA”). Grantee acknowledges that CJD 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 CJD or the State of Texas. The COG will cooperate with CJD 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 CJD 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 CJD’s Authorized Representative.

SECTION XXVIII. RECOVERED MATERIALS

The COG represents and warrants that it will comply with section 6002 of the federal Solid Waste Disposal Act (42 USC § 6922), 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 designee 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. CJD further certifies that it has the authority to perform the above services by authority granted in Texas Government Code, Section 772.006.

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:

[Signature]

Chief of Staff or Designee

Date: 9/3/17

FOR THE COUNCIL OF GOVERNMENTS:

THE ARK-TEX COUNCIL OF GOVERNMENTS

[Signature]

The Honorable Chris Brown, Executive Director

Date: 9/9/20
## Attachment A – Statement of Work (CJD Services)

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description/Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CJD1</td>
<td><strong>Local Policies or Bylaws</strong></td>
<td></td>
</tr>
</tbody>
</table>
| CJ1.1  | 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 criminal justice 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.                                                                                                           | Ongoing                   |
<p>| CJ1.2  | The COG shall inform current grantees and other requestors of the availability of relevant COG policies and bylaws, and shall provide such policies and bylaws to current grantees and others upon request.                                                      | Ongoing                   |
| CJ1.3  | The COG shall upload into eGrants a copy of the COG’s current written policies and bylaws referred to in CJ1.1.                                                                                                         | No later than November 3, 2017 |
| CJD2   | <strong>Regional Planning</strong>                                                                                                                                                                                                    |                           |
| CJ2.1  | The COG shall provide general planning and coordination activities for issues related to criminal justice, juvenile justice, delinquency prevention, victim services, and related topics throughout the year. Such services may include providing feedback on, input to, or communication of CJD’s real or proposed priorities. | Ongoing                   |
| CJ2.2  | The COG shall regularly communicate with criminal justice stakeholders, including grantees, law enforcement, non-profit organizations and other units of government, and shall engage those                                                                                         | Ongoing                   |</p>
<table>
<thead>
<tr>
<th>CJD3</th>
<th>Notification of the Availability of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>CJ3.1</td>
<td>The COG shall notify current grantees and other requestors in the COG’s Region regarding the availability of current CJD grant applications for the following funding opportunities:</td>
</tr>
<tr>
<td></td>
<td>a. General Victim Assistance – Direct Services Programs;</td>
</tr>
<tr>
<td></td>
<td>c. Criminal Justice Programs; and</td>
</tr>
<tr>
<td></td>
<td>d. General Juvenile Justice and Delinquency Prevention Programs.</td>
</tr>
<tr>
<td></td>
<td>The notifications must include the following:</td>
</tr>
<tr>
<td></td>
<td>a. Name of the funding opportunity;</td>
</tr>
<tr>
<td></td>
<td>b. Instructions for viewing the Request for Applications posted on eGrants;</td>
</tr>
<tr>
<td></td>
<td>c. eGrants website address: <a href="https://egrants.gov.texas.gov">https://egrants.gov.texas.gov</a>; and</td>
</tr>
<tr>
<td></td>
<td>d. Due date(s) for the submission of applications to the COG and CJD.</td>
</tr>
<tr>
<td></td>
<td>Contingent upon receipt from CJD, the COG shall distribute the region’s data packet via a method determined by CJD to interested applicants.</td>
</tr>
<tr>
<td></td>
<td><strong>A notification of available funding must be sent to all municipal or county governments in the region as well as any applicable regional non-profit organizations in operation eligible for CJD funding. Notification of available funding must be made regardless of a local jurisdiction’s membership to the COG, and should include municipal police departments, county sheriff’s offices, and the executive branch for each governmental entity. Greater outreach efforts should be made to those jurisdictions that have not applied for CJD grant funding in the past three (3) years.</strong></td>
</tr>
</tbody>
</table>

| CJD2 | 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. |

| CJD4 | Grant Application Workshops, Workgroups, and Subcommittees |
| CJD4.1 | The COG shall conduct grant application planning workshops, workgroups and/or subcommittees to provide technical assistance to |

Notice shall be provided at least 30 calendar days prior to the CJD eGrants application submission deadline.
potential applicants in the COG's Region for the funding opportunities listed in CJ3.1. Application planning workshops, workgroups and/or subcommittees must distribute any information specified by CJD and must instruct applicants on the following:

- Who can apply and what activities are eligible under each funding opportunity;
- Requirements for project problem statements with supporting data, goal statement, project activity explanations, target output and outcome measures, and budget categories and line items;
- The project period for each funding opportunity as stated in the Request for Application (RFA) issued by CJD;
- Applicable rules, regulations and certifications required for each funding opportunity;
- Any prohibitions stated in the RFA issued by CJD;
- Civil rights rules related to applicant employees and projects or activities;
- State strategies or funding preferences identified by CJD;
- Priorities identified by the COG related to criminal justice issues;
- Local policies and procedures that affect the COG’s prioritization process; and
- Due dates for applicants to submit and certify applications for the funding opportunities.

CJ4.2 The COG shall upload the following into the eGrants website:

- All application planning workshop, workgroup and/or subcommittee materials, including presentations, workbooks, handouts, or any other documents provided to participants; and
- A list of grant application workshops, workgroups, and subcommittees held which includes the name of each attendee, the organization represented by that attendee, and the email address and telephone number of each attendee.

<table>
<thead>
<tr>
<th>CJD5</th>
<th>Oversight of the Criminal Justice Advisory Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>CJ5.1</td>
<td>Each COG shall establish and maintain a Criminal Justice Advisory Committee (CJAC) that consists of participants who are knowledgeable about criminal justice related issues relevant to the COG region. The CJAC shall advise the COG on matters related to criminal justice. The COG shall ensure that the CJAC has a multidisciplinary representation of members from the COG’s Region. The CJAC’s membership must include individuals from the following groups or disciplines: non-profit organizations, municipalities, counties, citizens</td>
</tr>
<tr>
<td></td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

its workshops, workgroups, and/or subcommittee meetings at least 30 calendar days prior to the CJD eGrants application submission deadline.
or parents, substance abuse prevention, education, juvenile justice, law enforcement, mental health, prosecution or courts, and victim services. No single group or discipline may constitute more than one-third (1/3) of the CJAC.

<table>
<thead>
<tr>
<th>CJ5.2</th>
<th>The COG shall upload into eGrants a list with the following information:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. The CJAC funding opportunities scored, prioritized, and/or voted on during the CJAC meeting(s) and the date(s) of the meeting(s);</td>
</tr>
<tr>
<td></td>
<td>b. A complete list of the members of the CJAC and the group or discipline that each member represents;</td>
</tr>
<tr>
<td></td>
<td>c. All members of the CJAC who attended the CJAC meeting(s);</td>
</tr>
<tr>
<td></td>
<td>d. All members of the CJAC who abstained from scoring and/or voting pursuant to the Conflict of Interest requirements in CJ5.3, and the funding opportunity affected; and</td>
</tr>
<tr>
<td></td>
<td>e. All members of the CJAC who participated in the scoring, prioritization, and/or voting for each funding opportunity considered during the CJAC meeting.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CJ5.3</th>
<th>Conflict of Interest: The COG shall ensure that members of the COG’s governing body, the CJAC, 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:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;</td>
</tr>
<tr>
<td></td>
<td>b. Serves on any governing board that oversees the unit or division that would administer the grant, if awarded;</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>d. Receives any funds, or a substantial amount of tangible goods or services, from the applicant agency as a result of the grant, if awarded.</td>
</tr>
</tbody>
</table>

If a CJAC member has a conflict of interest regarding a particular grant application, the COG will ensure that the CJAC member is not assigned, and will not review, that application. A CJAC member that has a conflict of interest regarding a particular grant application must vacate the CJAC meeting room whenever that application is presented to or reviewed by the CJAC, and the member must not take part in or be present for any discussion on the application with any other member of the CJAC.

If any applicant, CJAC member, COG personnel or other individual has reason to believe that favoritism or inappropriate actions occurred during the scoring or prioritization of CJD projects, the COG shall...
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CJ5.4</strong></td>
<td>The COG shall document all CJAC proceedings related to CJD business by recording the CJAC proceedings or by preparing written minutes of the CJAC proceedings. If written minutes are prepared, the written minutes must be certified with the signature of a CJAC member who was in attendance at the meeting.</td>
<td>Ongoing</td>
</tr>
<tr>
<td><strong>CJ5.5</strong></td>
<td>The COG shall ensure that all COG governing board meetings and CJAC meetings at which CJD-related matters are discussed comply with the requirements listed in Texas Government Code, Chapter 551 (Texas Open Meetings Act).</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

### CJD6 Strategic Planning

| **CJ6.1** | The COG shall create a new strategic plan for prioritizing the criminal justice needs in the COG's Region. The criminal justice needs relevant to this plan include, but are not limited to, criminal justice system improvements, juvenile justice system improvements, direct victim services, and mental health/substance abuse treatment. The strategic plan must describe the following:

a. How local communities are engaged in the planning process;

b. The data used to support the plan;

c. The stakeholders participating in the planning process;

d. The gaps in resources for criminal justice needs;

e. The criminal justice priorities identified during the planning process; and

f. How the plan will be used by the CJAC during the prioritization process.

The plan must also include an executive summary, not to exceed two (2) pages, written for a general public audience that describes the following:

a. The strategic planning process; and

b. The top five (5) most critical needs for the region across all criminal justice areas.

The COG shall upload the new strategic plan and executive summary into eGrants.

The plan should not exceed a 3 year cycle beginning from the date of submission to CJD. It is imperative that strategies are custom to each fiscal year and not inherently duplicative of the strategies outlined in the prior fiscal years. At no point will an identical plan for more than 2 consecutive years be accepted by CJD. | The strategic plan must be uploaded into eGrants no later than March 2, 2018. |

### CJD7 Application Prioritization Process
<table>
<thead>
<tr>
<th>CJ7.1</th>
<th>The COG shall ensure that:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. The COG implements the application scoring instrument developed by CJD;</td>
</tr>
<tr>
<td></td>
<td>b. The COG shall distribute the region's applications to the CJAC members at least 2 weeks prior to the members prioritization meeting;</td>
</tr>
<tr>
<td></td>
<td>c. The CJAC members reviewing the applications prioritize the applications using the scoring instrument to record and tabulate application scoring;</td>
</tr>
<tr>
<td></td>
<td>d. The COG tabulates scores and/or compiles an accurate priority list(s) for submission to CJD using the format required by CJD, and in the event of a tie, the COG will be responsible for breaking all ties; and</td>
</tr>
<tr>
<td></td>
<td>e. The COG's governing body reviews and approves the CJAC priority listings prior to submitting them to CJD in compliance with the applicable provisions of Texas Administrative Code, Title 1, part 1, Chapter 3.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CJ7.2</th>
<th>The COG shall ensure that funding recommendations on grant applications are based upon:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Any state strategies identified by CJD;</td>
</tr>
<tr>
<td></td>
<td>b. Criminal justice priorities identified in the COG's strategic plan;</td>
</tr>
<tr>
<td></td>
<td>c. Merit-based selection process which may include criteria identified in the RFA in addition to the eligibility, reasonableness, and cost-effectiveness of the proposed project; and</td>
</tr>
<tr>
<td></td>
<td>d. Current COG policies and bylaws.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CJ7.3</th>
<th>The COG shall provide current grantees and other requestors with copies of scoring instruments, the criteria used in scoring grant applications, and other relevant materials upon request.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The COG shall notify all applicants of the approved priorities in writing within fourteen (14) calendar days of its decisions. The notice must state: &quot;After the CJAC prioritizes the grant applications and the COG's governing body approves the priority listing, the COG submits the written priority listing to CJD. Based upon the COG's priority listing, CJD 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.&quot;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CJ7.4</th>
<th>The COG shall submit, through eGrants and/or a method determined by CJD, the approved priority listings, including recommended funding amounts, for the funding opportunities listed in CJ3.1. The priority listing is the sole means of communicating COG grant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Approved priority listings must be uploaded into eGrants no</td>
</tr>
<tr>
<td>CJD8</td>
<td>Cooperation with CJD</td>
</tr>
<tr>
<td>------</td>
<td>----------------------</td>
</tr>
<tr>
<td><strong>CJ8.1</strong></td>
<td>The COG shall:</td>
</tr>
<tr>
<td></td>
<td>a) Fully cooperate with CJD, its authorized representatives, and CJD designated partners or contractors;</td>
</tr>
<tr>
<td></td>
<td>b) Provide sufficient personnel, equipment, materials, supplies, and facilities to perform the duties and responsibilities listed in this Agreement, and to support the CJAC and their meetings related to CJD business;</td>
</tr>
<tr>
<td></td>
<td>c) Ensure that all COG personnel who work on CJD 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></td>
<td>d) 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 CJD to provide technical assistance to grantees and applicants upon request;</td>
</tr>
<tr>
<td></td>
<td>e) Prepare and submit all forms, reports, and records required by CJD in accordance with CJD-established deadlines, and</td>
</tr>
<tr>
<td></td>
<td>f) Provide general services and coordination activities for criminal justice and topics related to juvenile justice, substance abuse prevention, law enforcement, mental health, prosecution or courts and victim services. Such services may include providing feedback on, input to, or communicating CJD’s real or proposed priorities to constituents and others within the COG region.</td>
</tr>
</tbody>
</table>

| CJ8.2 | The COG shall notify CJD of any Public Information Act or media request received by the COG relating to any application for CJD funding or CJD-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. |
|       | The COG shall give CJD opportunity to review any information prior to release, if requested by CJD. |
|       | The COG shall also notify CJD as to its response to any Public Information Act or media request received by the COG relating to any application for CJD funding or CJD-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. |

later than May 8, 2018.

Ongoing
The COG shall provide CJD with any responsive documents provided to the requestor, if requested by CJD.

<table>
<thead>
<tr>
<th>CJD9</th>
<th>Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>CJ9.1</td>
<td>The COG shall submit <strong>monthly</strong> reports to CJD 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 CJD activities completed during the billing cycle;</td>
</tr>
<tr>
<td></td>
<td>c. The total number of COG staff hours spent on CJD activities related to this Agreement, and</td>
</tr>
<tr>
<td></td>
<td>d. Any data necessary to understand the volume and impact of the services provided.</td>
</tr>
<tr>
<td></td>
<td>The COG agrees to use the submission method and standard report format as may be established by CJD.</td>
</tr>
<tr>
<td></td>
<td>By the 30th of each Month*</td>
</tr>
<tr>
<td></td>
<td>*e.g. Report for September services due October 30th.</td>
</tr>
</tbody>
</table>

| CJ9.2 | The COG shall submit **quarterly** reports to CJD that include: |
|       | a. The number of current and potential grantees notified of CJD 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 CJ3.1. |
|       | b. The number and purpose of CJAC meetings held at which business relating to the services listed in this Agreement was conducted; |
|       | c. The number of grant application workshops, workgroups, and subcommittees conducted and the number of attendees at each event; |
|       | d. The number of times the COG provided technical assistance to new applicants; |
|       | e. The number of times the COG provided technical assistance to continuation applicants; |
|       | f. The number of times the COG provided technical assistance to grantee organizations placed on CJD’s vendor hold list; |
|       | g. The number of Public Information Act requests or requests from the media; |
|       | h. The number of strategic planning meetings conducted and the number of attendees at such meetings; |
|       | i. The number of stakeholder meetings conducted by the COG and the number of attendees at such meetings; |
|       | j. The number of new applicants who have not previously applied |

*See quarterly report due dates for each reporting period specified herein.*
for CJD funding or have not applied for CJD funding the past 5 years;

k. The number of new projects within the region applying for CJD funding;

l. Any other information requested by CJD 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 CJD. 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)

<table>
<thead>
<tr>
<th>CJD10</th>
<th>Other</th>
<th>Ongoing</th>
</tr>
</thead>
<tbody>
<tr>
<td>CJ10.1</td>
<td>Knowledge: The COG shall ensure that COG employees who work on CJD business have a working knowledge of Texas Administrative Code, Title 1, Part 1, Chapter 3; OOG’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 any other state and federal statutes, rules, regulations, documents, and forms applicable to the funding opportunities listed in CJ3.1.</td>
<td></td>
</tr>
<tr>
<td>CJ10.2</td>
<td>Training: The COG shall ensure that one employee who works on CJD business attends and participates in mandatory training workshops, meetings, webinars and conference calls sponsored by CJD. The Executive Director of CJD or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.</td>
<td></td>
</tr>
<tr>
<td>CJ10.3</td>
<td>Vacancies: The COG shall notify CJD 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 CJD 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></td>
</tr>
<tr>
<td>CJ10.4</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></td>
</tr>
</tbody>
</table>
| CJ10.5 | 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 CJD upon the request of CJD. The COG shall permit CJD or its designee 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 CJD review of activities, services, expenditures, and the accuracy of reviews and reports. The COG shall also provide reasonable access to its employees by CJD or other designated representatives of the Office of the Governor. Access to Records is not limited to the required retention periods. CJD and any of its 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 CJD 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 from CJD, and shall dispose of the Records in accordance with CJD’s instructions.

The COG shall ensure that the above requirements regarding the "Access to Records, Records Retention" are included in any subcontract it awards related to the services in this Agreement.

CJ10.6 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.

CJD reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of Records kept by the COG on work performed under this Agreement.
**PART I - PARTIES TO CONTRACT:** This Contract is entered into, by and between the Ark-Tex Council of Governments, hereinafter called "ATCOG", and **Bowie County, Texas**, hereinafter called "Contractor". The Contractor covenants and agrees to provide services set forth in Attachment B, Scope of Services, in accordance with the terms and conditions of this Contract and all applicable laws and regulations; including, but not limited to the following: **Texas Administrative Code (TAC), Office of Justice Programs Financial Guide, Uniform Grants Management Standards (UGMS).**

**PART II - ATTACHMENTS:** This Contract and/or modification thereto consists of this page plus all of the following identified exhibits and attachments which are hereby incorporated in this contract in their entirety by specific reference:

<table>
<thead>
<tr>
<th>ATTACHMENT</th>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Definitions</td>
<td>5</td>
</tr>
<tr>
<td>B</td>
<td>Scope of Services</td>
<td>9</td>
</tr>
<tr>
<td>C</td>
<td>Payment and Fiscal Management</td>
<td>13</td>
</tr>
<tr>
<td>D</td>
<td>Standard Provisions and Assurances</td>
<td>19</td>
</tr>
<tr>
<td>E</td>
<td>Exhibits</td>
<td>35</td>
</tr>
</tbody>
</table>

**PART III - PAYMENT OBLIGATION:** ATCOG agrees to pay Contractor compensation for the described services, a sum not to exceed **$13,440.00** in accordance with the Budget, procedures and restrictions in Attachment C, Payment and Fiscal Management. This amount shall constitute full and complete payment for the services to be provided under this Contract.

**PART IV - CONTRACT PERIOD OF PERFORMANCE:** The period of performance under the provisions of this Contract shall begin on **October 1, 2017**, and terminate on **September 30, 2018**, unless prior to that date Contractor receives a properly executed modification to this contract extending the above performance period.

**PART V - CONTRACT EXECUTION:** ATCOG and Contractor have agreed to the terms of this Contract and executed same as evidenced by the following signatures and dates:

<table>
<thead>
<tr>
<th>ATCOG</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Executive Director</td>
<td>County Judge</td>
</tr>
<tr>
<td>Ark-Tex Council of Governments</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>October 16, 2017</td>
<td>October 16, 2017</td>
</tr>
</tbody>
</table>
Table of Contents

1.0 SCOPE OF SERVICES DEFINITIONS ................................................................. 3
2.0 PAYMENT AND FISCAL MANAGEMENT DEFINITIONS .................................... 3
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT A
DEFINITIONS

SECTION 1.0  SCOPE OF SERVICES DEFINITIONS

1.1.  For the purposes of all parts and attachments of this Contract, the following Scope of Services definitions shall apply:

1.1.1.  **Purchase of Juvenile Services** - Services procured with funds made available by the Texas Governor's Office, Criminal Justice Division, through ATCOG, to assist counties in meeting the mandates of the Juvenile Justice and Delinquency Prevention Act.

SECTION 2.0  PAYMENT AND FISCAL MANAGEMENT DEFINITIONS

2.1.  For the purposes of all parts and attachments of this Contract, the following Payment and Fiscal Management definitions shall apply:

2.1.1.  **Cost Reimbursement Contract** - A contract in which reimbursement occurs based on accrued expenditures or after costs are incurred, based on actual disbursement of funds, and may or may not be tied to performance.
Table of Contents

1.0 CONTRACTOR PROVIDED PERFORMANCE AND SERVICES ........................................ 5
2.0 ATCOG PROVIDED PERFORMANCE AND SERVICES ........................................ 5
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT B
SCOPE OF SERVICES

SECTION 1.0 CONTRACTOR PROVIDED PERFORMANCE AND SERVICES

1.1. Contractor shall utilize funds under this contract to purchase juvenile services eligible for reimbursement according to the Texas Criminal Justice Division.

1.1.1. Contractor shall utilize the procurement policies established by Bowie County in making purchases. Maximum rates established by the Texas Juvenile Probation Commission for residential placement should be followed as applicable. The procurement procedure/s to be utilized shall be documented in contractor's files, and a copy forwarded to ATCOG prior to services being purchased and funds being reimbursed. The grant provided through ATCOG for this project is subject to decrease each year. The Contractor must provide documentation that shows the same level of service is maintained as during the previous year.

1.1.2. Contractor shall subcontract annually with qualified service providers who will perform services to be reimbursed through this contract. Copies of contracts shall be forwarded to ATCOG prior to services being purchased. Contractor shall maintain records that demonstrate how the quality of services performed by each subcontractor is monitored.

1.1.3. Contractor shall submit semi-annual progress reports (Attachment E, Exhibit 3.0). The progress report will provide information on monitoring the contracted providers for quality service.

SECTION 2.0 ATCOG PROVIDED PERFORMANCE AND SERVICES

2.1. ATCOG shall provide guidance and cooperation in the administration of this contract.
Bowie County
Purchase of Juvenile Services
Attachment C
Payment and Fiscal Management

Table of Contents

1.0 Funding Agencies ................................................................. 7
2.0 Total Contract Payment Obligation ........................................ 7
3.0 Type of Contract Payment ..................................................... 7
4.0 Cost/Administrative Requirements and Allowable Costs .......... 8
5.0 Integrity of Funds ................................................................. 8
6.0 Contractor Budget ............................................................... 8
7.0 Program and Interest Income ............................................... 9
8.0 Financial Accounting System Adequacy ............................... 9
9.0 Request for Payment ............................................................ 9
SECTION 1.0  FUNDING AGENCIES

1.1. In accordance with the terms and purposes of this Contract, the following local, state and/or federal agencies are considered ATCOG grantor/funding agencies:

1.1.1. Texas Governor's Office, Criminal Justice Division

1.1.2. U. S. Office of Juvenile Justice and Delinquency Prevention

1.2. The above agencies and/or their authorized representatives shall, in addition to ATCOG, be afforded the right, as required by state and federal laws and regulations, to access Contractor records, monitor and/or audit Contractor performance, and otherwise engage in related Contract activity.

1.3. The obligations of ATCOG pursuant to the terms of this Contract are only valid and enforceable if sufficient funds are made available to ATCOG by the above agencies for the purpose of performance prescribed by this Contract.

SECTION 2.0  TOTAL CONTRACT PAYMENT OBLIGATION

2.1. Except as provided in Section 2.2. below, ATCOG agrees to pay Contractor compensation for the services described in Attachment B, Scope of Services, a sum not to exceed the amount identified in PART III, PAYMENT OBLIGATION. Said payment is to be provided in accordance with the budget, procedures and restrictions identified in this Contract.

2.2. ATOCG, from time to time, may provide written notification to Contractor in the form of either a unilateral letter of notification with an authorized ATOCG signature or a bilaterally executed Contract amendment, which shall serve either to obligate additional funds under this Contract or to de-obligate funds previously obligated under this Contract. Such notification(s), if any, will specify ATOCG's maximum obligation to Contractor as of the effective date of such notification.

SECTION 3.0  TYPE OF CONTRACT PAYMENT

3.1. ATOCG agrees to compensate Contractor for allowable costs associated with the provision of services identified in Attachment B, Scope of Services, on a cost reimbursement basis.
SECTION 4.0  COST/ADMINISTRATIVE REQUIREMENTS AND ALLOWABLE COSTS

4.1. Except as otherwise authorized by this Contract, state and/or federal law or regulation, Contractor shall comply with the cost principles set forth in either OMB Circular No. A-87 or A-110, as applicable, and the uniform administrative requirements set forth in OMB Circular No. A-102, both as supplemented by the final rules promulgated by the Texas Office of the Governor under the Uniform Grant and Contract Management Act of 1990, TEX. REV. CIV. STAT. art. 4413(32g), as well as all other applicable local, state and/or Federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT.

4.2. Allowable costs shall be limited to only those costs and expenditures generated in compliance with the provisions of this Contract within the following cost categories:

4.2.1. Purchase of Juvenile Services

4.3. Under no circumstances shall ATCOG be liable for any otherwise allowable costs which have not been billed to ATCOG within thirty (30) calendar days following termination of this Contract.

SECTION 5.0  INTEGRITY OF FUNDS

5.1 Regardless of all other terms and provisions of this Contract, ATCOG retains the right to suspend all and any payment to Contractor, in whole or in part, to protect the integrity of funds or to ensure proper operation of programs, providing Contractor is given prompt notice and the opportunity for a hearing regarding such suspension within thirty (30) calendar days from such suspension.

SECTION 6.0  CONTRACTOR BUDGET

6.1. Except as provided below, ATCOG shall only pay Contractor for allowable costs that comply with the following Contractor Budget:

<table>
<thead>
<tr>
<th>Cost Categories</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase of Juvenile Services</td>
<td>$13,440.00</td>
</tr>
</tbody>
</table>

6.2 Under no circumstances shall total payments exceed the obligation identified in PART III, PAYMENT OBLIGATION.
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT C
PAYMENT AND FISCAL MANAGEMENT

SECTION 7.0 PROGRAM AND INTEREST INCOME

7.1. Income, including program and interest income, generated as a result of performance provided by this Contract, shall be utilized in accordance with all local, state and/or federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT.

SECTION 8.0 FINANCIAL ACCOUNTING SYSTEM ADEQUACY

8.1. Upon request by ATCOG, Contractor shall demonstrate that its financial accounting systems are adequate to satisfy all local, state and/or federal audit requirements in accordance with Attachment D, Standard Provisions and Assurances, Section 6.0, Audit.

SECTION 9.0 REQUEST FOR PAYMENT

9.1. Contractor shall be responsible for accurately completing and submitting request for payment documents to ATCOG. ATCOG shall be responsible for processing and mailing payment to Contractor upon ATCOG's sole determination that Contractor has satisfactorily provided related performance in accordance with the terms of this Contract, and that the costs involved are allowable as described above. Request for payment documents shall include but not be limited to the following:

9.1.1. Purchase Voucher (Attachment E, Exhibit 1.0); and

9.1.2. Service Providers request for payment (billing statement)

9.1.3. Certification of Juvenile Services Purchased form completed (Attachment E, Exhibit 2.0)

9.2. ATOCG retains the authority and right to either adjust or completely withhold specific payment amounts if, in ATOCG's sole determination, part or all of the payment(s) requested reflect non-allowable costs or said costs and/or Contractor's performance are otherwise in noncompliance with the terms and provisions of this Contract.
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

Table of Contents

1.0 MAINTENANCE OF EFFORT .................................................................12
2.0 PERSONNEL ..................................................................................12
3.0 AMENDMENTS ............................................................................12
4.0 MONITORING, ASSESSMENT, AND CORRECTIVE ACTION ...........13
5.0 TRANSFER OF INTEREST ...............................................................14
6.0 AUDIT ..........................................................................................14
7.0 SUBCONTRACTS ...........................................................................15
8.0 PROVISION FOR TERMINATION AND DAMAGES DUE ATCOG......16
9.0 ACCESSIBILITY AND RETENTION OF RECORDS .......................17
10.0 CONTINGENT FEES ...............................................................17
11.0 COORDINATION ........................................................................18
12.0 SECTARIAN AND POLITICAL ACTIVITY .........................................18
13.0 CONFLICT OF INTEREST .............................................................18
14.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION ..................19
15.0 DISPUTES ..................................................................................20
16.0 COPYRIGHTS AND PATENTS .....................................................20
17.0 CLEAN AIR AND WATER ACTS ..................................................20
18.0 CONTRACT WORK HOURS, HEALTH AND SAFETY STANDARDS ....20
19.0 FRAUD AND ABUSE PREVENTION ...........................................21
20.0 TERMS, PROVISIONS AND RULES OF GOVERNING ENTITIES ....21
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

21.0 INDEMNIFICATION, LIABILITY AND INDEPENDENT CONTRACTOR........................................21
22.0 INSURANCE..................................................................................................................................22
23.0 TITLE TO PROPERTY ....................................................................................................................23
24.0 PROGRAM AND FUNDING RECOGNITION .............................................................................24
25.0 ORAL AND WRITTEN AGREEMENTS .......................................................................................24
26.0 LEGAL AUTHORITY ......................................................................................................................24
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

SECTION 1.0 MAINTENANCE OF EFFORT

1.1. It is understood that the level of services and activities currently being provided by the Contractor shall be maintained by the Contractor except for reductions either unrelated to the provisions, terms and conditions identified in this Contract or resulting entirely from conditions, factors and/or circumstances beyond the control of the Contractor.

SECTION 2.0 PERSONNEL

2.1. Contractor represents that it has or will secure, and agrees to furnish, personnel with the professional classification, skill, and expertise required to perform the services as described. Additionally, the Contractor will assume responsibility for that work ascribed to it in Attachment B, Scope of Services, and will provide all necessary supervision and coordination of activities that may be required to complete its requirements subject to the approval and concurrence required from ATCOG. None of the work or services covered by this Contract shall be sub-contracted without prior written approval of ATCOG.

SECTION 3.0 AMENDMENTS

3.1. Any changes, modifications or amendments to this Contract, or renewal thereof, must be made with the prior written approval of ATCOG except as otherwise provided in this Contract. Such changes, modifications or amendments thereto, or renewal thereof, together with any approved amendment(s) as maintained on file by ATCOG, will be considered to be the controlling instruments(s) in case any dispute arises relative to the working of any portion of such changes, modifications or amendments thereof. If any such changes cause an increase or decrease in the cost of, or time required for performance of, any part of the work under this Contract, an equitable adjustment shall be made in writing prior to the implementation of such changes. Any claim for adjustment under this clause must be asserted within thirty (30) days from date of receipt of the change notification by the Contractor. In the event that the conditions, laws and/or regulations governing ATCOG and Contractor activity and performance required by this Contract are amended at any time subsequent to the making of this Contract, ATCOG shall appropriately notify the Contractor in writing. Upon receipt of such notification, Contractor shall have the option of agreeing to such amendments or notifying ATCOG that it is not able to comply with such amendments and terminate this Contract.

3.2. Notwithstanding any other provision of this Contract, any change in the maximum obligation of ATCOG hereunder as indicated in this Contract, and all other changes, additions, deletions or other variances in the terms of this Contract must be made only by formal written amendment executed by the parties signatory to this Contract.
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

SECTION 4.0 MONITORING, ASSESSMENT, AND CORRECTIVE ACTION

4.1. ATCOG may periodically monitor Contractor for:

4.1.1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and

4.1.2. The administrative and operational effectiveness of the program.

4.2. ATCOG shall conduct periodic assessment reviews and analysis of Contractor's performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by Contractor.

4.3. ATCOG reserves the right to conduct periodic visits and to require Contractor to prepare progress reports as identified in Attachment B, Scope of Services during the time of performance of this Contract, unless otherwise provided for in this Contract.

4.4. When necessary, ATCOG shall present to Contractor written findings of the monitoring and assessment reviews specifying areas of noncompliance and unsatisfactory performance. Contractor shall respond, in writing, in the form of corrective action reports, within a period of time identified in the written findings provided the Contractor. In such corrective action reports, Contractor shall:

4.4.1. Outline and specify, in detail, corrective action planned and taken; and

4.4.2. Specify detailed procedures and actions initiated to preclude recurrence of the practices, discrepancies and irregularities outlined in the monitoring and assessment reviews conducted by ATCOG.

4.5. ATCOG, upon receipt of the requested corrective action plan or statement from Contractor, shall evaluate the corrective action identified and determine whether or not the corrective action identified shall be undertaken, whether alternative action is required, or the goals or standards inherent therein should be modified. Regardless of the course of action taken, ATCOG will ensure that positive actions, procedures, and practices are initiated to preclude recurrence or noncompliance. ATCOG shall provide a written notice to Contractor upon ATCOG's determination that Contractor's corrective action is satisfactory to clear the written findings involved.
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

4.6. Contractor shall cooperate fully in any program replanning required.

SECTION 5.0 TRANSFER OF INTEREST

5.1. Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of ATCOG thereto.

SECTION 6.0 AUDIT

6.1. Unless otherwise directed by ATCOG, Contractor is subject to the performance of a financial and compliance audit of funds received under this Contract, subject to the following conditions and limitations:

6.1.1. Contractor shall have an audit made in accordance with the Single Audit Act Amendments of 1996, P. L. 104-156, and its implementing regulations OMB Circular No. A-133, "Audit of State, Local Governments, and Non-Profit Organizations", for any of its fiscal years in which Contractor receives more than $500,000 in funds from ATCOG, state and/or federal agencies.

6.1.2. Contractor shall have an audit made in accordance with the Single Audit Act Amendments of 1996, and OMB Circular A-133, or in accordance with federal laws and regulations governing the program for any fiscal year in which Contractor receives $500,000 in funds from ATCOG, state and/or federal agencies.

6.1.3. Contractor shall ensure that records are available for review by ATCOG in accordance with federal laws and regulations governing the program, for any fiscal year in which Contractor receives less than $500,000 in funds from ATCOG, state and/or federal agencies.

6.1.4. Unless otherwise specifically authorized in this Contract, Contractor shall submit the report of such audit to ATCOG within Thirty (30) days of issuance, and no later than one hundred fifty (150) days after the end of its fiscal year. Audits performed under this Contract shall be subject to review and resolution by ATCOG or its authorized representative.

6.1.4.1. Contractor shall provide a written response, including but not limited to the status of all findings of noncompliance and material
BOWIE COUNTY  
PURCHASE OF JUVENILE SERVICES  
ATTACHMENT D  
STANDARD PROVISIONS AND ASSURANCES

weaknesses in internal controls either as part of or in conjunction with the audit report identified above.

6.1.5. Notwithstanding the above paragraphs, ATCOG reserves the right to conduct or cause to be conducted an independent compliance and financial audit of all funds received under this Contract which may be performed by ATCOG audit staff, a certified public accountant firm, or other auditors as designated by ATCOG. Such audit will be conducted in accordance with applicable professional standards and practices.

6.1.6. Contractor and/or auditors performing monitoring and/or audits of Contractor and/or its subcontractors shall immediately disclose and report to ATCOG any incidents of fraud, abuse or other criminal activity in relation to the provisions of this Contract.

6.1.7. ATCOG shall be responsible for coordinating the resolution of Contractor audit findings in accordance with ATCOG procedures for Contractor audit resolution.

6.1.8. Contractor understands and agrees that Contractor shall be liable to ATCOG for any costs disallowed as a result of audit.

6.1.8.1. Prior to ATCOG providing Contractor any compensation in accordance with Attachment C, Payment and Fiscal Management, Section 2.0, Contractor shall provide ATCOG with a written plan for repayment of any unresolved disallowed costs for repayment of any unresolved disallowed costs with non-federal funds in accordance with applicable state and federal laws and regulations and this Contract.

SECTION 7.0 SUBCONTRACTS

7.1. The services to be rendered by Contractor shall not be subcontracted without prior written approval of ATCOG’s authorized and signatory representative. Such approvals shall contain full detailed criteria, including but not limited to:

7.1.1. Identification of the Subcontractor; and

7.1.2. The work or services to be contracted; and

7.1.3. Qualification of the Subcontractor; and
7.1.4. Subcontract document shall legally reference and contain all provisions of this primary document.

7.2. ATCOG is in no way liable to Contractor's subcontractor. Subcontractors shall be responsible for any and all performances rendered to ensure compliance with all terms, conditions, and provisions of this Contract as is rendered by the Contractor.

SECTION 8.0 PROVISION FOR TERMINATION AND DAMAGES DUE ATCOG

8.1. Either of the parties to this Contract shall have the right in such party's sole discretion and at such party's sole option to terminate and bring to an end performances to be rendered under this Contract in whole or in part, at any time prior to the completion date of this Contract, by notifying the other party in writing of such termination at least thirty (30) days prior to the effective date of termination. Upon termination or receipt of notice to terminate, ATCOG shall cancel, withdraw or terminate any outstanding orders or contracts which relate to the performance of this Contract or the part of this Contract to be terminated, and shall cease to incur costs hereunder. ATCOG shall not be liable to Contractor or its creditors for expenses incurred after this termination date.

8.2. ATCOG reserves the right to unilaterally withdraw upon notification any or all funds obligated under this Contract for any of the following reasons:

8.2.1. Failure of Contractor to comply with any terms of this Contract; or

8.2.2. Failure of the Contractor to comply with applicable local, state, and/or federal laws, amendments, rules or regulations; or

8.2.3. Failure of the Contractor to comply with the following financial provisions:

8.2.3.1. Any money under this Contract unspent or unobligated in the performance of this Contract must be returned to ATCOG.

8.2.3.2. Financial (expenditure) justification shall include a statement of each financial transaction directed to each separate line item.

8.2.3.3. Expenditures shall not exceed such rate or amounts that have been set forth in this Contract.
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

8.2.4. Failure of ATCOG to receive adequate funds for this purpose from appropriate local, state and/or federal grantor/funding agencies identified in Attachment C, Payment and Fiscal Management.

8.3. Notwithstanding any exercise by ATCOG of its right of early termination pursuant to this Section, Contractor shall not be relieved of any Contractor liability for damages due to ATCOG by virtue of any breach of this Contract by Contractor. ATCOG may withhold any payment to Contractor until such time as the exact amount of damages due to ATCOG from Contractor is agreed upon or is otherwise determined.

SECTION 9.0 ACCESSIBILITY AND RETENTION OF RECORDS

9.1. The Contractor shall give all appropriate local, state and/or federal grantor/funding agencies and their authorized representatives, as identified in Attachment C, Payment and Fiscal Management, access to and right to examine and reproduce all records, books, papers or documents relating to this Contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location. Contractor shall permit and cooperate with any examination conducted pursuant to this Paragraph.

9.2. Contractor shall retain all books, documents, reports, accounting procedures, and other records, pertaining to the operation of programs and expenditures of funds under this Contract for three (3) years from final payment provided under this Contract unless a different period is expressly specified elsewhere in this Contract. If, at the end of three (3) years, there is litigation or if the audit report covering such Contract has not been accepted, Contractor shall retain the records identified above until the resolution of such litigation or audit.

SECTION 10.0 CONTINGENT FEES

10.1. Contractor warrants that no person or company has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees; nor has the Contractor paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Contract. For any breach or violation of this provision, the ATCOG shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration and any other damages, and shall be responsible for reporting the details of such breach or violation to the proper legal authorities, where an when appropriate.
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

SECTION 11.0 COORDINATION

11.1. Contractor shall, to the maximum extent feasible, coordinate all programs and activities provided under the terms of this Contract with similar programs and activities provided by Contractor independent of this Contract and with funds and resources provided outside of the scope of this Contract.

SECTION 12.0 SECTARIAN AND POLITICAL ACTIVITY

12.1. None of the performances rendered hereunder shall involve, and no portion of the funds received by Contractor hereunder, shall be used, either directly or indirectly, in support of any sectarian, religious, or anti-religious activity, worship, or instruction.

12.2. None of the performances rendered hereunder shall involve, and no portion of the funds received by Contractor hereunder shall be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Contractor shall comply with the requirements of Restrictions on Lobbying; Certification and Disclosure Requirements imposed by 29 CFR (Pending 4/27/90).

SECTION 13.0 CONFLICT OF INTEREST

13.1. Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or appointed as a member of its governing body.

13.2. Contractor shall assure that no member of its governing body, employee, or agent shall participate in the selection, award, or administration of a subcontract under this Contract where any of the following has a financial interest in the Contract:

13.2.1. The employee, officer, or agent; or

13.2.2. Any member of his or her immediate family; or

13.2.3. His or her financial partner; or

13.2.4. An organization in which any of the above is an officer, director, or employee.
13.3. No officer, member or employee of the Texas Office of the Governor – Criminal Justice Division, and no member of its governing body of the locality or localities in which the Contract is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall:

13.3.1. Participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has a direct or indirect personal interest; or

13.3.2. Have any interest, direct or indirect, in this Contract or the proceeds thereof. Nothing in this article shall prohibit public officials of units of local governments from serving on Contractor's governing body.

SECTION 14.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

14.1. Contractor assures that no person shall, on the grounds of race, age, religion, color, handicap, national origin, sex, political affiliation, or belief, be excluded from, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Contract or otherwise under Contractor's control. Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000(d) and with the provisions of 45 C.F.R. Part 80.

14.2. Contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran's status in all employment practices.

14.3. Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the rules, regulations, and relevant orders issued pursuant to the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1973, P.L. 93-516, which are coded as 45 C.F.R.
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

SECTION 15.0 DISPUTES

15.1. Contractor shall utilize the complaint procedure promulgated by those rules, regulations and laws identified in PART I, PARTIES TO CONTRACT, as available, for all complaints arising under activities funded by this Contract unless otherwise provided for by the terms of this Contract.

SECTION 16.0 COPYRIGHTS AND PATENTS

16.1. Where activities supported by this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form), or other copyrightable materials, Contractor may copyright such, but ATCOG reserves royalty-free, nonexclusive and irrevocable license to use such materials. Disposition of royalties will be determined by ATCOG. This article must in all employment contracts, consultant agreements and other contracts in which funds received under this Contract are involved.

16.2. If any discovery or invention arises or is developed in the course of or as a result of work performed under this Contract, Contractor shall refer the discovery or invention to ATCOG which will determine whether or not patent protection will be sought; how any rights therein, including patent rights, will be disposed of and administered; and the need for other action required to protect the public interest in work supported with federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy.

SECTION 17.0 CLEAN AIR AND WATER ACTS

17.1. Contractor shall comply and assure compliance by its subcontractor with all applicable standards, order, or regulation promulgated pursuant to the Clean Air Act, as amended (42 U.S.C. 1857, et equ.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.). Contractor shall report violations to the appropriate regional office of the Environmental Protection Agency and shall submit a copy of the report to ATCOG.

SECTION 18.0 CONTRACT WORK HOURS, HEALTH AND SAFETY STANDARDS

18.1. Contractor shall comply and shall assure compliance by its subcontractor with the Occupational Safety and Health Act of 1970 and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333 and the regulations promulgated thereunder to the extent that such provisions apply to Contractor’s performance pursuant to this Contract. Contractor shall also comply and shall also assure compliance by its subcontractors with any regulations promulgated by the Secretary of the U.S. Department of Labor establishing standards to protect the health and safety of workers or Contractor employees engaged in performance pursuant to this Contract that are not covered by the above laws, legislation and/or regulations.

20
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

SECTION 19.0  FRAUD AND ABUSE PREVENTION

19.1. Contractor shall establish, diligently maintain and utilize internal program management and monitoring procedures sufficient to provide for the proper, effective management of all activities funded under this Contract.

19.2. Failure on the part of Contractor or a subcontractor of Contractor to comply with the provisions of this Contract when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds or payment under this Contract until such time such fraud and/or misappropriation has been rectified and the funds involved paid back to ATCOG or a written plan for pay back has been accepted by ATCOG.

SECTION 20.0  TERMS, PROVISIONS AND RULES OF GOVERNING ENTITIES

20.1. Contractor shall ensure that the performance rendered under this Contract are rendered so as to comply with all the terms and provisions of any contracts, grant agreements and/or any other legally binding contractual document existing between ATCOG and any other local, state and/or federal grantor/funding agency identified in Attachment C, Payment and Fiscal Management, as if these performances were rendered by ATCOG.

20.2. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, a state, or any governmental body or agency having lawful jurisdiction or the authorized representative of agency of any of them. Reference herein to particular rules, regulations and laws of governmental bodies or agencies having lawful jurisdiction shall not be considered restrictive of the applicability of any other rules, regulations or laws applicable to this Contract or the subject matter contained herein.

SECTION 21.0  INDEMNIFICATION, LIABILITY AND INDEPENDENT CONTRACTOR

21.1. If Contractor is a governmental entity, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

21.2. If Contractor is a non-governmental entity, Contractor agrees to the extent permitted by law, to indemnify, defend and save harmless ATCOG, its officers, agents and employees from any and all claims and losses accruing or resulting to Contractor and to any and all subcontractors, materials, persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by Contractor in the performance of this Contract.
21.3. ATCOG does not assume any liability to third persons, nor will ATCOG reimburse the Contractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this Contract or any subcontract hereunder.

21.4. The Contractor shall give ATCOG or its representatives immediate notice of a suit or action filed, or prompt notice of any claim made against the Contractor arising out of the performance of this Contract. The Contractor shall furnish immediately to ATCOG copies of all pertinent papers received by the Contractor in connection with any such suit, action or claim. ATCOG or appropriate local, state and/or federal grantor/funding agencies identified in Attachment C, Payment and Fiscal Management, shall have the option to intervene in such actions to represent ATCOG's or the above identified agencies' interests.

21.5. It is expressly understood and agreed by both parties hereto that ATCOG is contracting with Contractor as an independent contractor. The parties hereto understand and agree that ATCOG shall not be liable for any claims, which may be asserted by any third party occurring in connection with the services to be performed by Contractor under this Contract.

SECTION 22.0 INSURANCE

22.1. Upon request, Contractor shall furnish ATCOG certificates of insurance evidencing insurance as follows:

22.1.1. Worker's Compensation and Employer's Liability.

22.1.2. Comprehensive General Liability for the following coverage in amounts not less than shown below:

   22.1.2.1. Bodily Injuries: $100,000 per person (all hazards) $300,000 aggregate

   22.1.2.2. Property Damage: $ 50,000 per occurrence (other than auto) $100,000 single limit

   22.1.2.3. Property Damage: $ 50,000 per occurrence (automobile)

   22.1.2.4. Product Liability Insurance:

       Personal Property: $ 25,000 per accident
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

Bodily Injury: $100,000 per accident

22.1.3. Contractor Owned Vehicles:

22.1.3.1. Liability: $250,000 per person
Collision/Comp $500,000 aggregate

22.1.3.2. Property Damage: $100,000

22.1.4. Bond coverage in appropriate amounts but not less than $100,000 for persons who:

22.1.4.1. Write or sign checks.
22.1.4.2. Handle contributions/cash.
22.1.4.3. Handle Contract property, or
22.1.4.4. Handle personal property of clients.

SECTION 23.0 TITLE TO PROPERTY

23.1. ATCOG may assign to the Contractor certain items of real property, equipment and supplies, for use in connection with this Contract. Unless otherwise provided in this Contract, operational right to such property shall vest in the Contractor subject to the condition that the Contractor shall use the property for the authorized purpose and performance prescribed by this Contract for the entire term of this Contract. It is further agreed that the Contractor shall maintain adequate property control records, perform regular inventories every twelve (12) months and submit revisions as incurred to ATCOG, and establish adequate safeguards to prevent loss, damage, or theft to any such property in accordance with sound business practices.

23.2. Unless otherwise provided in this Contract, the Contractor, upon delivery or acquisition of any such property, assumes the risk of and shall be responsible for, any loss thereof or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this Contract.

23.3. The Contractor shall, upon completion of this Contract or where there is otherwise no longer a need for such property, give written notice to ATCOG within fifteen (15) days to such effect. It is further agreed that upon receipt by ATCOG of such written notice, ATCOG shall issue instructions as to the continued use or disposition of such property to the Contractor pursuant to applicable federal and state regulations.

23
23.4. All property shall be dealt with in accordance with appropriate state and federal regulations as identified in this Contract.

SECTION 24.0 PROGRAM AND FUNDING RECOGNITION

24.1. This Contract, ATCOG, its policy bodies, funding agencies and program sources shall be properly referenced and receive appropriate recognition for the part this Contract and the resource it represents in all activities, services and programs performed under the terms of this Contract.

SECTION 25.0 ORAL AND WRITTEN AGREEMENTS

25.1. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

SECTION 26.0 LEGAL AUTHORITY

26.1. Contractor assures and guarantees that it possesses the legal authority following an official motion, resolution or action passed or taken as required, giving Contractor legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

26.2. The person signing this Contract on behalf of Contractor hereby warrants that he has been fully authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

26.3. Contractor, if a corporation, certifies that it is registered with the Secretary of State of the State of Texas or Arkansas, as applicable.
# Table of Contents

1.0 ATCOCG PURCHASE VOUCHER ................................................................. 26

2.0 CERTIFICATION OF JUVENILE SERVICES PURCHASED FORM .................. 27

3.0 PROGRESS REPORT .............................................................................. 28
<table>
<thead>
<tr>
<th>I. I certify that the above services/goods were rendered/received, and that they correspond in every way with the contract under which they were rendered and that the invoice is true and unpaid.</th>
<th>Signature—Vendor Representative:</th>
<th>Telephone No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>ATCOG APPROVAL FOR PAYMENT</td>
<td>Date Approved for Payment:</td>
<td>ATCOG DISTRIBUTION ACCOUNT</td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank Acct:</td>
<td>Check No:</td>
<td>Coded By:</td>
</tr>
</tbody>
</table>
BOWIE COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT E
EXHIBIT 2.0

CERTIFICATION OF SERVICES PURCHASED:

BOWIE COUNTY

I hereby certify that Bowie County purchased the services indicated on the attached itemized statement, and requests reimbursement from the Ark-Tex Council of Governments via Texas Criminal Justice Division grant SF-18-J20-14266-19. I further certify that the services purchased were not used to supplant previously budgeted County funds.

________________________
County Official, Signature

________________________
Date

________________________
Date and Amount of Voucher
Progress Reports and Performance Measure Reports will be emailed to the Bowie County Juvenile Probation Department and should be submitted to ATCOG by the required dates of April 13, 2018 & October 12, 2018. These due dates will be listed in the email.
ITEM 11:

Review and consider ratification of contract extending the Transportation Management Services Contract with the Texarkana Urban Transit District (TUTD).

BACKGROUND:

ATCOG signed the original agreement with TUTD for the management of the T-Line Bus service in October 2012. The district includes the Cities of Texarkana, TX, Texarkana AR, Nash, TX, and Wake Village, TX.

DISCUSSION:

After reviewing the current contract, the TUTD Board elected to exercise a five year extension option for the management of the bus service. This was passed by their Board at their September meeting with all other provisions of the contract remaining the same.

RECOMMENDATION:

Staff recommends approval
INTERLOCAL AGREEMENT TO PROVIDE
TRANSPORTATION MANAGEMENT SERVICES

STATE OF TEXAS
COUNTY OF BOWIE

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the Texas Interlocal Cooperation Act (the "Act"), Chapter 791, Texas Government Code, by and between the Ark-Tex Council of Governments, hereinafter referred to as ATCOG, having its principal place of business at 4808 Elizabeth Street, Texarkana, Texas 75503, and the Texarkana Urban Transit District, a political subdivision district under the laws of the State of Texas, hereinafter referred to as "TUTD," having its principal place of business at 1402 Texas Blvd. Texarkana, Texas 75501.

WITNESSETH

WHEREAS, ATCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, ATCOG is authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, TUTD is a political subdivision district under the laws of the State of Texas as defined by Chapter 458 of the Texas Transportation Code and Chapter 791 of the Texas Government Code; and

WHEREAS, TUTD has determined that it will require the services of a professional management company for the public transit system in its area of jurisdiction; and

WHEREAS, TUTD is authorized to enter into an agreement for the operation and management of said transportation system; and

WHEREAS, ATCOG is engaged in the business of providing advisory and management services for the operation of transit systems and has trained, experienced personnel available for that purpose, and is desirous of providing such advisory and management services for TUTD; and

WHEREAS, TUTD has made the determination that ATCOG is qualified to provide the services above set forth and the employment of ATCOG would serve the best interests and welfare of the public utilizing the transit system operated by them.
NOW, THEREFORE, in consideration of the foregoing recitals and agreements of each of the parties herein set forth, TUTD and ATCOG hereto do agree as follows:

SECTION I. PURPOSE

The purpose of the agreement is to secure and provide all management and supervisory services reasonably required and necessary for the efficient operation of the system under TUTD’s policies and in a way which will provide the quality and quantity of service as determined from time to time by TUTD.

SECTION II. SCOPE OF SERVICE

ATCOG will be responsible for the management and day-to-day operation of the transit system in an efficient and effective manner, and for providing consultation and recommendations to the Texarkana Urban Transit District Board, in all areas of public transportation. ATCOG shall be responsible to TUTD, or its designee.

All services to be rendered by ATCOG shall be subject to the reasonable supervision and control of TUTD. ATCOG shall make recommendations, or TUTD may request information or recommendations, as to any areas of operation which are deemed appropriate and proper and the decision of TUTD shall be binding and final in regard thereto.

The advisory, management, and supervisory services to be furnished by ATCOG will include, but are not limited to:

- Overall management and operation of the public transportation system and policy recommendations
- Management continuity
- Management personnel development and training, and recruitment as necessary
- Monitoring and evaluation of all operations, systems, and procedures
- Operations
- Finance and budgeting, including preparation of an annual budget for the transit system
- Safety, loss prevention, and insurance
- Schedules, transportation, and routing
- Maintenance and purchasing of equipment
- Customer relations and promotion
Preparation and administration of state and federal grants

Administration of service agreements

Employee relations

Selection and training of all transit employees

Preparation of agenda items and back-up information for all TUTD Board meetings

The cost of the above stated services shall be charged to the appropriate cost categories of the grants.

SECTION III. TERM

This agreement shall be effective as of October 1, 2017 and shall continue for five (5) year(s) until September 30, 2022.

TUTD may, however, terminate this agreement, in whole or in part, when it is in the Government's interest. If this agreement is terminated, TUTD shall be liable only for payment under the payment provisions of this agreement for services rendered before the effective date of termination.

SECTION IV. PERSONNEL

ATCOG agrees to provide a qualified, experienced manager who will be responsible for day-to-day operations of all departments of the system in an efficient and effective manner.

In the event of the disability of any person acting in the position of manager, ATCOG agrees to secure a qualified individual to fill said position for as long as such disability may continue, or to replace such individual, if necessary, all subject to the advice and consent of TUTD.

To assist TUTD and the manager, ATCOG will further furnish executive consulting personnel and technical assistance personnel as may be reasonably required in the operation of the transit system and to perform the duties set forth in the Scope of Service above.

SECTION V. EMPLOYER

ATCOG agrees that it will purchase and maintain at its sole cost and expense a Texas Corporation, Ark-Tex Urban Transit, Inc., hereinafter referred to as "ATUT," to employ the employees necessary to maintain and operate the transportation system, except those existing employees of ATCOG already in place who will work in this capacity. ATUT by assignment shall assume and perform all services, obligations, and accept all rights which have been incurred or extended to ATCOG under the terms and conditions of this agreement except those functions set forth above, provided that ATCOG shall remain responsible for the performance of all terms and conditions of this agreement.
Any contractual obligations or liability entered into or assumed by ATUT and approved by TUTD, in connection with the operation of the transit system, shall be binding upon ATCOG only for the term of this agreement, as same may be extended, and in the event this agreement is terminated or expires, then TUTD shall thenceforth assume all future obligations and liabilities undersaid agreements either on behalf of itself or any successors to ATUT.

SECTION VI. RESPONSIBILITIES OF TUTD

TUTD agrees to provide all necessary office space, office furniture, equipment, materials, fuels, supplies, rolling stock, bus maintenance and storage facilities, fueling station and fueling attendant, computer(s) hardware and software, radios, fare collection equipment, access to existing fleet maintenance equipment, and other necessary and appropriate equipment which may be required for operation of the transit system as approved by TUTD.

Title to, and ownership of, all said properties and facilities, including leasehold interests, shall be taken and held in the name of TUTD, and purchases or acquisitions made after the effective date of this agreement for the benefit or operation of the public transportation system shall be made by TUTD.

In carrying out its responsibilities, TUTD will rely on recommendations from ATCOG.

TUTD's responsibilities include, but are not limited to, the following:

Overall policy development

Approval of routes, stops, expansion and reduction of service

Establishment of fare policy and structure

Determine level of subsidies to the net operating deficit

Act as designated recipient for all grant funds

Act as legal counsel in all legal affairs, suits, pleas, and litigation in which TUTD is interested

Provide funds for preventive maintenance on all transit vehicles as specified by the manager

Preventive maintenance shall include tires, fluid changes, and other services recognized by the vehicle manufacturer to be preventive

Provide transit signage and shelter installation.
SECTION VII. PURCHASE OF MATERIALS AND SUPPLIES

ATCOG and ATUT will notify TUTD from time to time regarding the types and amounts of materials, supplies and equipment, including buses, needed for use in the operation of the system, and will make recommendations as to type, quantity, and amount thereof to be purchased. Such purchases will be made pursuant to TUTD's purchasing policy.

SECTION VIII. BUDGETS AND PROJECTIONS

ATCOG agrees to prepare, submit, and recommend a proposed annual budget for the operation of the transit system for the same fiscal year under which TUTD operates, which shall include any recommendations concerning changes in service and/or fares. Such proposed budget shall be prepared and submitted in accordance with a schedule of presentation and submission approved by TUTD.

ATCOG further agrees that it will comply with all accounting procedures established by TUTD.

SECTION IX. COMPENSATION

TUTD will pay ATCOG as compensation for the services performed in accordance with this agreement a monthly payment of $10,939.42, for fiscal year 2017 plus a 5% increase for every fiscal year thereafter (i.e. effective 10/1/2017 the monthly fee will increase to $11,486.39).

Payment of the monthly compensation as specified herein shall be made by TUTD on the fifteenth day of the initial month of the agreement and thereafter on the fifteenth day of each succeeding month during the term hereof.

TUTD further agrees to provide such funds as may be necessary to meet payroll and all other expenses of the administration and operations of the transit system.

SECTION X. INDEMNIFICATION AND INSURANCE

ATCOG shall defend, indemnify and save harmless TUTD, the City of Texarkana, Texas, the City of Texarkana, Arkansas, the City of Wake Village, Texas, and the city of Nash, Texas, and their respective officers, agents, and employees from all suits, actions, and/or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of ATCOG or any of its agents, employees, or subcontractors, in the execution of or performance under this agreement, and not caused by or arising out of the tortuous conduct of TUTD, the City of Texarkana, Texas, the City of Texarkana, Arkansas, the City of Wake Village, Texas, and the City of Nash, Texas, or their officers, agents, and employees.

ATUT shall maintain during the life of this agreement such public liability and property damage insurance as TUTD may specify from time to time to protect ATUT, ATCOG, and TUTD, as additional insureds, from claims for damages for personal injuries, including death, as well as from claims of property damage that may arise from operations.
or the performance of the work and services contemplated hereunder. All such insurance shall be placed with companies approved by the State of Texas and acceptable to TUTD, and shall be written on forms approved by the Texas State Board of Insurance.

To the extent allowed by the laws of the State of Texas and without waiving any of the immunities or other defenses available to the TUTD or its members, whatever liability, whether tort, contractual or otherwise, including, but not limited to, employment-related matters, personal injury or property damage, other than liability for intentional personal injury or punitive damages, which may be incurred to third parties in connection with or arising out of the management of the transportation system by ATCOG and ATUT, the costs and expenses thereof, including any and all liability of ATCOG, its agents, servants, or employees, will be part of the costs and expenses incurred by TUTD in the operation of the transit system and will be reimbursed by TUTD to ATCOG or ATUT as may be appropriate.

ATCOG shall, however, be liable for any dishonesty or fraudulent misconduct or omission committed or directed by an officer, employee, or agent of ATCOG or ATUT or for any breach of this agreement on the part of ATCOG or ATUT.

(a) General Liability insurance at minimum combined single limits of $500,000 per occurrence for bodily injury and property damage. Contractual liability must be maintained with respect to the contractor's obligations contained in the agreement, and shall include coverage for: premise operations, independent contractors, products/completed operations, personal injury, contractual liability and medical payments.

(b) Workers Compensation insurance as required by law.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $500,000 per occurrence for bodily injury and for property damage, including owned, non-owned, and hired vehicle coverage.

The costs of carrying such insurance or self-insurance of any primary risk or amount in excess of coverage shall be an operating expense payable by TUTD to ATUT.

In addition to the above, ATCOG, at its sole cost and expense, shall furnish to TUTD all necessary insurance to protect, save whole and harmless, and indemnify TUTD from and against dishonesty, fraud, or theft occasioned by any officer or employee of ATCOG. Coverage of each such employee shall be in an amount of no less than Three Hundred Thousand Dollars ($300,000).

ATCOG, at its sole cost and expense, also shall keep in force during the term of this agreement professional liability (errors and omissions) insurance in the amount of Two Million Dollars ($2,000,000).
SECTION XI. REVENUE

Revenue derived from the operation of the system, whether from passengers or from other sources, will be and remain from the initial receipt thereof the absolute property of TUTD, and the treatment of such revenue, including the banking thereof and the accounting thereof, will be as directed by TUTD.

SECTION XII. COMPLIANCE WITH GRANT AGREEMENTS, LAWS, AND REGULATIONS

ATCOG agrees to comply with, ensure the compliance of its successors and assigns with, and assist in TUTD’s compliance with all terms and conditions of Federal Transit Administration grant agreements between the United States and TUTD and all other federal, state, and local laws, rules, and regulations which may apply in operating the transit system.

SECTION XIII. LEGAL COUNSEL

It shall be the responsibility of TUTD to handle all legal matters of the transit system not covered by insurance. TUTD may provide legal counsel directly, or ATCOG may retain counsel acceptable to TUTD and treat the cost thereof as an operating expense of the transit system.

SECTION XIV. FORCE MAJEURE

ATCOG and ATUT shall not be liable to TUTD for any failure, delay, or interruption of service or for any failure or delay in the performance of any obligation under this agreement due to strikes, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the control of ATCOG or ATUT.

SECTION XV. EQUAL EMPLOYMENT OPPORTUNITY

ATCOG covenants and agrees that in connection with the performance of this agreement, it will not discriminate against any individual with respect to compensation terms or privileges of employment by reason of such individual’s race, color, religion, disability, sex, or national origin.

SECTION XVI. DEFAULTS

In case of any default for nonperformance hereunder claimed to exist by either party, such party will give the other party prompt written notice of such default, setting forth the facts in reasonable detail, and in the event that the alleged defaulting party has not remedied such default within thirty (30) days (or in case of defaults which require a longer period to remedy, has failed to commence upon such remedy within said period and thereafter to diligently proceed with the same to completion), then
this agreement shall stand terminated. This agreement will also be terminable at once by TUTD at its option if ATCOG is adjudicated as bankrupt, or subject to insolvency or other bankruptcy proceedings or is subjected to the appointment of a receiver, or becomes insolvent; or for a period of sixty (60) days is unable to pay its debts as the same mature.

SECTION XVII. INTEREST OF MEMBERS OF CONGRESS AND THE LEGISLATURE OF THE STATES OF TEXAS AND ARKANSAS

No member of or delegate to the Congress of the United States nor the Legislatures of the States of Texas or Arkansas will be admitted to any share or part of this agreement or to any benefit arising therefrom.

SECTION XVIII. INTEREST OF PUBLIC OFFICIALS

No member, officer or employee of TUTD or any other local public body during his tenure will have any interest, direct or indirect, in this agreement or the proceeds thereof.

SECTION XIX. AUDIT AND INSPECTION OF RECORDS

ATCOG will permit the authorized representatives of the U.S. Department of Transportation, the Comptroller General of the United States, the State of Texas, the State of Arkansas, and TUTD to inspect and audit all data and records relating to performance under this agreement.

SECTION XX. NOTICE

Notice to ATCOG means notice in writing addressed to the Executive Director of ATCOG and delivered to the office of ATCOG at 4808 Elizabeth Street, Texarkana, Texas 75503.

Notice to TUTD means notice in writing addressed to TUTD Board Chairman and delivered to the office of TUTD in Texarkana, Texas.

SECTION XXI. SEVERABILITY AND INTENT

Should any part of this agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this agreement, which will continue in full force and effect.

This agreement is not intended to be a third party beneficiary agreement and confers no rights on anyone other than TUTD and ATCOG. Nothing herein will constitute any imposition or acceptance of any personal obligation or liability not otherwise imposed by law upon or by any individual associated with TUTD or ATCOG. This agreement is subject to a financial assistance agreement between the grantee (TUTD) and the Federal Transit Administration.

The terms hereof shall be construed for all purposes under the laws of the State of Texas.
SECTION XXII. WHOLE AGREEMENT

This Agreement and any attachments as agreed upon by both parties, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers. This agreement will inure to and be binding on the successor or assigns of the respective parties.

TEXARKANA URBAN TRANSIT DISTRICT

By: Robert Bruggeman, Chairman

Date: 09.21.2017

ARK-TEX COUNCIL OF GOVERNMENTS

By: Chris Brown, Executive Director

Date: 09.22.2017
RESOLUTION NO. 17-002

RESOLUTION OF THE TEXARKANA URBAN TRANSIT DISTRICT BOARD OF DIRECTORS AUTHORIZING AND DIRECTING THE EXTENSION OF THE CONTRACT AND AGREEMENT WITH ARK-TEX COUNCIL OF GOVERNMENTS, FOR THE OPERATION OF A BUS TRANSIT SYSTEM IN THE TEXARKANA METROPOLITAN AREA (TEXARKANA, ARKANSAS, TEXARKANA, TEXAS, WAKE VILLAGE, TX AND NASH, TX).

WHEREAS, the Texarkana Urban Transit District (TUTD) is a political subdivision under the laws of the State of Texas as defined by Chapter 458 of the Texas Transportation Code and Chapter 791 of the Texas Government Code; and

WHEREAS, TUTD signed an Interlocal Agreement with Ark-Tex Council of Governments (ATCOG) to manage their urban transportation services (T-Line); and

WHEREAS, ATCOG created the non-profit corporation Ark-Tex Urban Transit, Inc. (ATUT) for the sole purpose of employing and managing T-Line employees; and

WHEREAS, the original Contact, effective October 1, 2012 was executed for a term of 5 years with a 5 year extension option,

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA URBAN TRANSIT DISTRICT BOARD OF DIRECTORS:

Section 1 - That the TUTD Board of Directors authorize the extension of the Contract for a period of 5 years as provided in the original Contract;

Section 2 - That the term of the extended Contract shall be from October 1, 2017 through September 30, 2022;

Section 6 - That this Resolution shall be in effect immediately upon its execution.

APPROVED THIS 21st DAY OF September 2017.

Bob Bruggeman, Chair
Texarkana Urban Transit District

ATTEST:

[Signature]

97
### Executive

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Month to date</th>
<th>Year to date</th>
<th>Year to Date Encumbrance</th>
<th>Annual Budget</th>
<th>Annual Var</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>50110 00</td>
<td>SALARIES</td>
<td>17,236.78</td>
<td>128,174.62</td>
<td>-</td>
<td>125,972.00</td>
<td>(2,202.62)</td>
<td>1.02</td>
</tr>
<tr>
<td>50210 00</td>
<td>BENEFITS</td>
<td>10,617.87</td>
<td>78,955.60</td>
<td>-</td>
<td>77,599.00</td>
<td>(1,356.60)</td>
<td>1.02</td>
</tr>
<tr>
<td>50310 00</td>
<td>STAFF TRAVEL</td>
<td>421.65</td>
<td>10,704.76</td>
<td>-</td>
<td>11,000.00</td>
<td>295.24</td>
<td>0.97</td>
</tr>
<tr>
<td>50312 00</td>
<td>REGISTRATION</td>
<td>-</td>
<td>1,724.00</td>
<td>-</td>
<td>-</td>
<td>(1,724.00)</td>
<td>-</td>
</tr>
<tr>
<td>50410 00</td>
<td>RENT/SPACE</td>
<td>582.25</td>
<td>8,112.47</td>
<td>-</td>
<td>8,952.00</td>
<td>839.53</td>
<td>0.91</td>
</tr>
<tr>
<td>50420 00</td>
<td>TELEPHONE</td>
<td>334.12</td>
<td>3,967.50</td>
<td>-</td>
<td>4,000.00</td>
<td>32.50</td>
<td>0.99</td>
</tr>
<tr>
<td>50430 00</td>
<td>POSTAGE</td>
<td>228.24</td>
<td>907.74</td>
<td>-</td>
<td>1,000.00</td>
<td>102.50</td>
<td>1.10</td>
</tr>
<tr>
<td>50440 00</td>
<td>POSTAGE</td>
<td>158.18</td>
<td>338.08</td>
<td>-</td>
<td>400.00</td>
<td>61.92</td>
<td>1.69</td>
</tr>
<tr>
<td>50510 00</td>
<td>OTHER DIRECT</td>
<td>118.04</td>
<td>12,617.67</td>
<td>-</td>
<td>13,000.00</td>
<td>382.33</td>
<td>0.97</td>
</tr>
<tr>
<td>50511 00</td>
<td>OFFICE SUPPLIES</td>
<td>-</td>
<td>4,137.93</td>
<td>88.52</td>
<td>5,200.00</td>
<td>973.55</td>
<td>0.81</td>
</tr>
<tr>
<td>50514 00</td>
<td>PERIODICALS &amp; PUB</td>
<td>-</td>
<td>820.50</td>
<td>-</td>
<td>920.00</td>
<td>99.50</td>
<td>0.89</td>
</tr>
<tr>
<td>50525 00</td>
<td>INTEREST</td>
<td>-</td>
<td>2,701.37</td>
<td>-</td>
<td>2,140.00</td>
<td>(561.37)</td>
<td>1.26</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>EXPENSE</strong></td>
<td><strong>29,697.13</strong></td>
<td><strong>253,062.24</strong></td>
<td><strong>88.52</strong></td>
<td><strong>249,533.00</strong></td>
<td>(3,617.76)</td>
<td>1.02</td>
</tr>
</tbody>
</table>

### Administrative

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Month to date</th>
<th>Year to date</th>
<th>Year to Date Encumbrance</th>
<th>Annual Budget</th>
<th>Annual Var</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>50110 00</td>
<td>SALARIES</td>
<td>21,077.31</td>
<td>169,101.58</td>
<td>-</td>
<td>171,924.00</td>
<td>2,822.42</td>
<td>0.98</td>
</tr>
<tr>
<td>50210 00</td>
<td>BENEFITS</td>
<td>12,983.61</td>
<td>104,166.45</td>
<td>-</td>
<td>105,962.00</td>
<td>1,999.55</td>
<td>0.98</td>
</tr>
<tr>
<td>50310 00</td>
<td>STAFF TRAVEL</td>
<td>1,416.59</td>
<td>4,407.57</td>
<td>-</td>
<td>4,000.00</td>
<td>(407.57)</td>
<td>1.10</td>
</tr>
<tr>
<td>50312 00</td>
<td>REGISTRATION</td>
<td>-</td>
<td>574.00</td>
<td>-</td>
<td>-</td>
<td>(574.00)</td>
<td>-</td>
</tr>
<tr>
<td>50410 00</td>
<td>RENT/SPACE</td>
<td>711.98</td>
<td>10,710.21</td>
<td>-</td>
<td>10,300.00</td>
<td>(410.21)</td>
<td>1.04</td>
</tr>
<tr>
<td>50420 00</td>
<td>TELEPHONE</td>
<td>346.74</td>
<td>4,348.77</td>
<td>-</td>
<td>3,800.00</td>
<td>(548.77)</td>
<td>1.14</td>
</tr>
<tr>
<td>50430 00</td>
<td>POSTAGE</td>
<td>116.91</td>
<td>869.67</td>
<td>-</td>
<td>1,700.00</td>
<td>830.33</td>
<td>0.51</td>
</tr>
<tr>
<td>50440 00</td>
<td>COPIER</td>
<td>49.23</td>
<td>540.59</td>
<td>-</td>
<td>750.00</td>
<td>209.41</td>
<td>0.72</td>
</tr>
<tr>
<td>50510 00</td>
<td>OTHER DIRECT</td>
<td>44.00</td>
<td>1,464.40</td>
<td>-</td>
<td>3,312.00</td>
<td>1,847.60</td>
<td>0.44</td>
</tr>
<tr>
<td>50511 00</td>
<td>OFFICE SUPPLIES</td>
<td>-</td>
<td>304.77</td>
<td>-</td>
<td>1,700.00</td>
<td>1,395.23</td>
<td>0.18</td>
</tr>
<tr>
<td>50514 00</td>
<td>PERIODICALS &amp; PUB</td>
<td>-</td>
<td>1,610.97</td>
<td>-</td>
<td>1,600.00</td>
<td>(10.97)</td>
<td>1.01</td>
</tr>
<tr>
<td>50515 00</td>
<td>MEMBERSHIP DUES</td>
<td>-</td>
<td>195.41</td>
<td>-</td>
<td>-</td>
<td>(195.41)</td>
<td>-</td>
</tr>
<tr>
<td>50516 00</td>
<td>ADVERTISEMENT</td>
<td>-</td>
<td>117.63</td>
<td>-</td>
<td>200.00</td>
<td>82.37</td>
<td>0.59</td>
</tr>
<tr>
<td>50522 00</td>
<td>INSURANCE/BONDING</td>
<td>-</td>
<td>8,234.66</td>
<td>-</td>
<td>6,983.00</td>
<td>(1,311.66)</td>
<td>1.19</td>
</tr>
<tr>
<td>50523 00</td>
<td>COM SOFTWARE MAINT</td>
<td>-</td>
<td>251.32</td>
<td>-</td>
<td>825.00</td>
<td>573.68</td>
<td>0.31</td>
</tr>
<tr>
<td>50524 00</td>
<td>BANKING SERVICES</td>
<td>-</td>
<td>305.83</td>
<td>-</td>
<td>410.00</td>
<td>104.17</td>
<td>0.75</td>
</tr>
<tr>
<td>Category</td>
<td>Month to date</td>
<td>Year to date</td>
<td>Encumbrance</td>
<td>Annual budget</td>
<td>Annual var</td>
<td>% used</td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------</td>
<td>--------------</td>
<td>-------------</td>
<td>---------------</td>
<td>------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td><strong>Interest</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0020 00 17 000 50525</td>
<td>-</td>
<td>3,601.75</td>
<td>-</td>
<td>2,920.00</td>
<td>(681.75)</td>
<td>1.23</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>36,746.37</td>
<td>310,865.58</td>
<td></td>
<td>316,386.00</td>
<td>5,520.42</td>
<td>0.98</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Month to date</th>
<th>Year to date</th>
<th>Encumbrance</th>
<th>Annual budget</th>
<th>Annual var</th>
<th>% used</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Board</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0030 00 17 000 50310</td>
<td>1,771.03</td>
<td>10,005.07</td>
<td>-</td>
<td>20,000.00</td>
<td>9,994.93</td>
<td>0.50</td>
</tr>
<tr>
<td>0030 00 17 000 50312</td>
<td></td>
<td></td>
<td>-</td>
<td>(3,050.00)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,771.03</td>
<td>13,055.07</td>
<td>-</td>
<td>20,000.00</td>
<td>6,944.93</td>
<td>0.65</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Month to date</th>
<th>Year to date</th>
<th>Encumbrance</th>
<th>Annual budget</th>
<th>Annual var</th>
<th>% used</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Finance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0040 00 17 000 50110</td>
<td>14,607.78</td>
<td>101,536.38</td>
<td>-</td>
<td>112,900.00</td>
<td>11,363.62</td>
<td>0.90</td>
</tr>
<tr>
<td>0040 00 17 000 50210</td>
<td>8,998.42</td>
<td>62,546.48</td>
<td>-</td>
<td>69,584.00</td>
<td>7,037.52</td>
<td>0.90</td>
</tr>
<tr>
<td>0040 00 17 000 50310</td>
<td>511.55</td>
<td>1,137.21</td>
<td>-</td>
<td>2,500.00</td>
<td>1,362.79</td>
<td>0.46</td>
</tr>
<tr>
<td>0040 00 17 000 50312</td>
<td></td>
<td></td>
<td>-</td>
<td>(270.00)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0040 00 17 000 50410</td>
<td>493.45</td>
<td>6,111.81</td>
<td>-</td>
<td>7,450.00</td>
<td>1,038.19</td>
<td>0.86</td>
</tr>
<tr>
<td>0040 00 17 000 50420</td>
<td>240.30</td>
<td>2,610.92</td>
<td>-</td>
<td>2,800.00</td>
<td>189.08</td>
<td>0.93</td>
</tr>
<tr>
<td>0040 00 17 000 50430</td>
<td>279.70</td>
<td>2,897.59</td>
<td>-</td>
<td>3,000.00</td>
<td>102.41</td>
<td>0.97</td>
</tr>
<tr>
<td>0040 00 17 000 50440</td>
<td>89.32</td>
<td>362.13</td>
<td>-</td>
<td>120.00</td>
<td>(242.13)</td>
<td>3.02</td>
</tr>
<tr>
<td>0040 00 17 000 50510</td>
<td></td>
<td></td>
<td>-</td>
<td>8,220.86</td>
<td>(7,236.86)</td>
<td>8.36</td>
</tr>
<tr>
<td>0040 00 17 000 50511</td>
<td>321.13</td>
<td>2,031.10</td>
<td>-</td>
<td>3,000.00</td>
<td>968.90</td>
<td>0.68</td>
</tr>
<tr>
<td>0040 00 17 000 50514</td>
<td>-</td>
<td>429.00</td>
<td>-</td>
<td>410.00</td>
<td>(19.00)</td>
<td>1.05</td>
</tr>
<tr>
<td>0040 00 17 000 50515</td>
<td>-</td>
<td>230.00</td>
<td>-</td>
<td>230.00</td>
<td>-</td>
<td>1.00</td>
</tr>
<tr>
<td>0040 00 17 000 50516</td>
<td>-</td>
<td>286.33</td>
<td>-</td>
<td>150.00</td>
<td>(136.33)</td>
<td>1.91</td>
</tr>
<tr>
<td>0040 00 17 000 50520</td>
<td>3,550.00</td>
<td>36,550.00</td>
<td>-</td>
<td>38,000.00</td>
<td>1,450.00</td>
<td>0.96</td>
</tr>
<tr>
<td>0040 00 17 000 50521</td>
<td></td>
<td></td>
<td>-</td>
<td>850.00</td>
<td>(850.00)</td>
<td></td>
</tr>
<tr>
<td>0040 00 17 000 50523</td>
<td>1,572.21</td>
<td>1,901.03</td>
<td>-</td>
<td>5,800.00</td>
<td>3,898.97</td>
<td>0.33</td>
</tr>
<tr>
<td>0040 00 17 000 50525</td>
<td>-</td>
<td>2,212.24</td>
<td>-</td>
<td>1,950.00</td>
<td>(262.24)</td>
<td>1.14</td>
</tr>
<tr>
<td>0040 00 17 000 50612</td>
<td>-</td>
<td>47,678.88</td>
<td>-</td>
<td>-</td>
<td>(47,678.88)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td>30,663.86</td>
<td>278,161.96</td>
<td>-</td>
<td>248,878.00</td>
<td>(29,283.96)</td>
<td>1.12</td>
</tr>
<tr>
<td>Special Projects</td>
<td>Month to date</td>
<td>Year to date</td>
<td>Year to Date</td>
<td>Annual budget</td>
<td>Annual var</td>
<td>% used</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------</td>
<td>--------------</td>
<td>--------------</td>
<td>---------------</td>
<td>-----------</td>
<td>--------</td>
</tr>
<tr>
<td>0050 00 17 000 50110 00</td>
<td>SALARIES</td>
<td>2,979.46</td>
<td>24,786.21</td>
<td>-</td>
<td>47,025.00</td>
<td>22,238.79</td>
</tr>
<tr>
<td>0050 00 17 000 50210 00</td>
<td>BENEFITS</td>
<td>1,835.40</td>
<td>15,268.56</td>
<td>-</td>
<td>28,983.00</td>
<td>13,714.44</td>
</tr>
<tr>
<td>0050 00 17 000 50310 00</td>
<td>STAFF TRAVEL</td>
<td>207.94</td>
<td>2,719.40</td>
<td>-</td>
<td>3,800.00</td>
<td>1,080.60</td>
</tr>
<tr>
<td>0050 00 17 000 50410 00</td>
<td>RENT/SPACE</td>
<td>100.65</td>
<td>1,522.50</td>
<td>-</td>
<td>2,300.00</td>
<td>777.50</td>
</tr>
<tr>
<td>0050 00 17 000 50420 00</td>
<td>TELEPHONE</td>
<td>68.22</td>
<td>976.87</td>
<td>-</td>
<td>985.00</td>
<td>8.13</td>
</tr>
<tr>
<td>0050 00 17 000 50430 00</td>
<td>POSTAGE</td>
<td>-</td>
<td>1,070.89</td>
<td>-</td>
<td>400.00</td>
<td>(670.89)</td>
</tr>
<tr>
<td>0050 00 17 000 50440 00</td>
<td>COPIER</td>
<td>-</td>
<td>188.62</td>
<td>-</td>
<td>100.00</td>
<td>(88.62)</td>
</tr>
<tr>
<td>0050 00 17 000 50510 00</td>
<td>OTHER DIRECT</td>
<td>-</td>
<td>80.00</td>
<td>-</td>
<td>404.00</td>
<td>324.00</td>
</tr>
<tr>
<td>0050 00 17 000 50511 00</td>
<td>SUPPLIES</td>
<td>-</td>
<td>741.25</td>
<td>-</td>
<td>400.00</td>
<td>(341.25)</td>
</tr>
<tr>
<td>0050 00 17 000 50514 00</td>
<td>PERIODICALS &amp; PUB</td>
<td>-</td>
<td>769.59</td>
<td>-</td>
<td>345.00</td>
<td>(424.59)</td>
</tr>
<tr>
<td>0050 00 17 000 50516 00</td>
<td>ADVERTISING</td>
<td>-</td>
<td>399.91</td>
<td>151.50</td>
<td>1,000.00</td>
<td>448.59</td>
</tr>
<tr>
<td>0050 00 17 000 50523 00</td>
<td>COM SOFTWARE MAINT</td>
<td>399.91</td>
<td>151.50</td>
<td>-</td>
<td>1,000.00</td>
<td>448.59</td>
</tr>
<tr>
<td>0050 00 17 000 50525 00</td>
<td>INTEREST</td>
<td>-</td>
<td>599.90</td>
<td>-</td>
<td>671.00</td>
<td>71.10</td>
</tr>
</tbody>
</table>

**Total EXPENSE**

5,191.67 | 49,195.51 | 151.50 | 86,541.00 | 37,193.99 | 0.57 |

<table>
<thead>
<tr>
<th>Avery</th>
<th>Month to date</th>
<th>Year to date</th>
<th>Year to Date</th>
<th>Annual budget</th>
<th>Annual var</th>
<th>% used</th>
</tr>
</thead>
<tbody>
<tr>
<td>0070 00 17 000 50110 00</td>
<td>SALARIES</td>
<td>200.55</td>
<td>2,623.69</td>
<td>-</td>
<td>3,881.00</td>
<td>1,257.31</td>
</tr>
<tr>
<td>0070 00 17 000 50210 00</td>
<td>BENEFITS</td>
<td>123.57</td>
<td>1,616.44</td>
<td>-</td>
<td>2,392.00</td>
<td>775.56</td>
</tr>
<tr>
<td>0070 00 17 000 50410 00</td>
<td>RENT/SPACE</td>
<td>6.77</td>
<td>181.23</td>
<td>-</td>
<td>181.23</td>
<td>-</td>
</tr>
<tr>
<td>0070 00 17 000 50420 00</td>
<td>TELEPHONE</td>
<td>3.30</td>
<td>69.09</td>
<td>-</td>
<td>69.09</td>
<td>-</td>
</tr>
<tr>
<td>0070 00 17 000 50525 00</td>
<td>INTEREST</td>
<td>-</td>
<td>63.06</td>
<td>-</td>
<td>63.06</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total EXPENSE**

334.19 | 4,553.51 | - | 6,273.00 | 1,719.49 | 0.73 |