RENEWAL OF
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE OFFICE OF THE GOVERNOR
AND
THE ARK-TEX COUNCIL OF GOVERNMENTS

WHEREAS, the Office of the Governor ("OOG") 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 Homeland Security Grants Division grant funds by OOG; 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, the first one-year renewal option was exercised in FY 2018; and

WHEREAS, OOG and the COG desire to exercise the last one-year renewal option to renew the FY 2017 Agreement for one additional year.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree to exercise the last one-year renewal option for this Agreement, which is reenacted, with amendments, as follows:

SECTION I. CONTRACTING PARTIES

The contracting parties are the Office of the Governor, Public Safety Office ("PSO"), 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 PSO, or its designee, and to current and potential PSO applicants and grantees in Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, and Titus counties ("the COG’s Region").

B. The SOW establishes deadlines by which the COG must perform specific responsibilities under the Agreement, including the submission of information to PSO. The COG shall comply with all deadlines outlined in the SOW.

C. The COG shall establish and maintain an “External Peer Review User” account in eGrants (https://e-grants.gov.texas.gov/) and shall use such account to upload all information required to be submitted to PSO 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. PSO RESPONSIBILITIES
A. Upon receipt of an invoice, PSO shall reimburse the COG for services provided in accordance with this Agreement.

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

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

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

F. PSO shall notify the COG when grant funds are awarded by PSO to a grantee in the COG’s Region under the funding opportunities listed in HS2.1 of Attachment A.

G. PSO 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 for the funding opportunities listed in HS2.1 of Attachment A from an applicant in the COG’s Region, PSO 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, PSO agrees to compensate the COG for the services rendered at a rate of $2,083.33 per month for the months of September 2018 through July 2019, and the balance remaining of the total agreement for August 2019, unless the provisions of Section XVI of this Agreement are invoked or deductions are made based on the COG's non-compliance as outlined in Section V of this Agreement.

B. The total payment for the services provided by the COG under this Agreement shall not exceed $25,000.00.

SECTION V. PAYMENTS

A. The COG shall submit an invoice on a monthly basis, along with the monthly report, as specified in HS8.1 of Attachment A, detailing the services provided, the provisions of this Agreement to which the COG staff hours and services relate, and the amount billed to:

   By Mail:
   Office of the Governor
   Financial Services
   P.O. Box 12878
   Austin, Texas 78711-2878

   By Hand Delivery:
   Office of the Governor
   Financial Services
   1100 San Jacinto, 3rd Floor
   Austin, Texas 78701

   By Electronic Mail:  ap@gov.texas.gov

B. Payments under the Agreement will be made in accordance with the Texas Prompt Payment Act, Government Code, Chapter 2251.

The Comptroller of Public Accounts’ rules for payment to vendors govern PSO’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:

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1. The date goods are received;
2. The date the performance of service is completed; or
3. The date an invoice for goods or services is received.

Payment shall be scheduled to be generated on this due date. Typically, then, contracted services are paid thirty (30) days after receipt of the invoice for the previous month's services. A vendor's offer of a discount which is greater than the interest that would be earned by following scheduling requirements is a justification for earlier payment.

C. If the Executive Director of PSO determines that the COG has failed to comply with the requirements of this Agreement, PSO 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 PSO or may terminate this Agreement. The COG may recoup withheld payments if the Executive Director of PSO, 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 PSO a release of all claims against PSO arising under or by virtue of this Agreement.

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

E. For good cause, PSO 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 PSO by the applicable deadlines established in Attachment A of this Agreement, the COG shall forfeit, for each failure, one-three hundred sixty fifth (1/365th) of the total Agreement amount for each day the COG fails to submit the information required by Attachment A.

If the COG fails to submit the required information to PSO within ten (10) calendar days after the deadline established in Attachment A of this Agreement, PSO 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 PSO 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 PSO'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 PSO is the person authorized to represent PSO 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. PSO 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 PSO 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 PSO.

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 PSO 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 PSO in excess of the funds delineated in this Agreement. The COG agrees that funding for this Agreement is subject to the actual receipt by PSO of funds appropriated to PSO. The COG agrees that the funds, if any, received from PSO are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of PSO for the purpose of this Agreement. The COG agrees that notwithstanding any other provision of this Agreement, if PSO is not appropriated the funds, or if PSO does not receive the appropriated funds for this program, or if the funds appropriated to PSO for this program are required to be reallocated to fund other state programs or purposes, PSO 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 PSO-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 PSO 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, 2019, 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. At the sole option of the PSO, 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 PSO, as a division of the Office of the Governor ("OOG"), does not tolerate any type of fraud, waste, or misuse of funds received from PSO. 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 PSO, 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 PSO.

SECTION XXIV. TEXAS PUBLIC INFORMATION ACT

The COG acknowledges that OOG and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the PIA"). The COG acknowledges that OOG will comply with the PIA.

The COG acknowledges that information created or exchanged in connection with this Agreement is subject to the PIA, and the COG agrees that information not otherwise excepted from disclosure under the PIA will be available in a format that is accessible by the public at no additional charge to OOG or the State of Texas. The COG will cooperate with OOG in the production of documents or information responsive to a request for information.

The COG agrees to maintain the confidentiality of confidential information received from OOG or the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

SECTION XXV. DEBARMENT AND SUSPENSION

The COG certifies, in accordance with Title 2, Part 180 of the Code of Federal Regulations, that it is not currently listed on the government-wide exclusion in the federal System for Award Management (SAM). SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

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 OOG’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 § 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Part 247 of the Code of Federal Regulations.

SECTION XXIX. ISRAEL

The COG verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

SECTION XXX. NO WAIVER OF SOVEREIGN IMMUNITY

The Office of the Governor (“OOG”) is immune from suit and from liability. No part of this Agreement, nor the conduct or statement of 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 PSO or its designees for the purposes of inspecting, auditing, or copying such items. Pursuant to Section 2262.154 of the Texas Government Code, the State Auditor’s Office or successor agency, may conduct an audit or investigation of the COG. The acceptance of funds by the COG under this Agreement acts as acceptance of the authority of the State Auditor’s Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the COG shall provide the State Auditor’s Office with prompt access to any information the State Auditor’s Office considers relevant to the investigation or audit. The COG further agrees to cooperate fully with the State Auditor’s Office in the conduct of the audit or investigation, including providing all records requested.

SECTION XXXII. U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM

The COG certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security’s E-Verify system as required by Executive Order RP-80, and to determine the eligibility of:

A. All persons employed to perform duties within Texas, during the term of the Agreement; and

B. All persons employed, including subcontractors, by the COG assigned to perform work pursuant to the Agreement, within the United States of America; and

C. If this certification is falsely made, the Agreement may be terminated.

SECTION XXXIII. REQUIRED CERTIFICATIONS
A. PSO further certifies that it has the authority to perform the above services by authority granted in Texas Government Code, Section 421.072.

B. The COG further certifies that it has authority to perform the services contracted for by the authority granted in Texas Local Government Code, Section 391.011(c).

The undersigned parties bind themselves to the faithful performance of this Agreement.

FOR THE OFFICE OF THE GOVERNOR:

Chief of Staff or Designee

Date

8/31/18

FOR THE COUNCIL OF GOVERNMENTS:

THE ARK-TEX COUNCIL OF GOVERNMENTS

Chris Brown, Executive Director

Date

8/28/18
### Statement of Work (Attachment A)
Public Safety Office, Homeland Security Grants Division ("PSO/HSGD")

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description/Deliverable</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>HS1</td>
<td>Local Policies or Bylaws</td>
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</table>
| HS1.1  | The COG shall ensure that written policies or bylaws concerning the COG’s duties under this Agreement are developed and adopted by the COG’s governing body in accordance with applicable laws and regulations. Governing policies must include guidance concerning the following:  
  a. Notification of potential applicants regarding grant application submission deadlines;  
  b. Attendance requirements for prioritization meetings;  
  c. Prioritization of grant applications;  
  d. COG governing body’s review and approval process;  
  e. Notification of applicants regarding funding decisions;  
  f. COG’s strategic vision related to homeland security issues;  
  g. Conflicts of interest;  
  h. Compliance with the requirements described in Texas Government Code, Chapter 551 (Texas Open Meetings Act);  
  i. Local funding recommendation limitations, including but not limited to minimum or maximum application requested amounts, competition cycles, or decreasing fund ratios, if applicable; and  
  j. Grant application workshop attendance requirements.  
  The COG’s policies may not require payment of membership dues in order to be considered for funding.                                                                                              | Ongoing             |
| HS1.2  | The COG shall inform applicants, current grantees and other requestors of the availability of relevant COG policies and bylaws, and shall provide such policies and bylaws to interested parties upon request.                                                                                      | Ongoing             |
| HS1.3  | The COG shall upload into eGrants a copy of the COG’s current written policies and bylaws referred to in HS1.1.                                                                                                                            | October 31, 2018    |
| HS2    | Notification of the Availability of Funding                                                                                                                                                                                        |                     |
| HS2.1  | The COG shall notify the following entities within the COG’s Region regarding the availability of current PSO/HSGD grant applications for the State Homeland Security Grant Program (SHSP):  
  At least 14 calendar days prior to any COG imposed judgment.                                                                                                                                           |                     |
a. Current grantees;
b. Other requestors from within the COG’s Region; and
c. All municipal and county governments with a population of 2,500 or more including emergency management coordinators, police departments, fire departments, county sheriff’s offices, and the executive branch for each governmental entity.

The COG shall make a good faith effort to notify the following entities within the COG’s Region regarding the availability of current PSO/HSGD grant applications for the Nonprofit Security Grant Program (NSGP):

a. Nonprofit organizations in the region that may be considered at high-risk for terrorism based on their ideology, mission or beliefs.

The notifications must include the following:

a. Name of the funding opportunity;
b. Instructions for viewing the Request for Applications posted on eGrants;
c. eGrants website address: [https://egrants.gov.texas.gov/](https://egrants.gov.texas.gov/); and
d. Due date(s) for the submission of applications to the COG and PSO/HSGD.

| HS2.2 | The COG shall upload into eGrants a list of the individuals and agencies notified about the funding opportunities, including the name and contact information for each person notified. Note: COGs may be required to use a standardized format provided by PSO/HSGD. | January 31, 2019 |

**HS3** Grant Application Workshops

**HS3.1** The COG shall conduct grant application workshops, workgroups and/or subcommittees to provide technical assistance to potential applicants in the COG's Region for the funding opportunities listed in HS2.1. The COG must host at least one Grant Application Workshop for all potential applicants within the COG Region after the Request for Applications (RFA) is posted by PSO/HSGD. The COG may choose to conduct additional workshops, workgroups or subcommittee meetings consistent with the COG’s policies and procedures, and based on the level of assistance the region’s applicants may require. At the Grant Application Workshop, the COG must distribute any workshop materials provided by PSO/HSGD and must instruct applicants on the following:

a. Who can apply and what activities are eligible under each funding opportunity;
b. The eGrants application process, including requirements for the project summary, problem statement, existing capability levels,
capability gaps, impact statement, homeland security priority action, project activity, performance measures, milestones, and budget categories and line items;

c. The project period for each funding opportunity as stated in the RFA issued by PSO/HSGD;

d. Applicable rules, regulations and certifications required for each funding opportunity;

e. Any prohibitions stated in the RFA issued by PSO/HSGD;

f. Civil rights rules related to applicant employees and projects or activities;

g. State strategies or funding preferences identified by PSO/HSGD;

h. Priorities identified by the COG related to homeland security issues;

i. How the COG reviews and prioritizes projects, including but not limited to, local policies and procedures, the region’s methodology for risk-informed scoring/prioritization, scoring instruments, the criteria used in scoring/prioritizing applications, and other relevant materials that affect the COG’s prioritization process; and

j. Due dates for applicants to submit and certify applications for the funding opportunities.

| HS3.2 | The COG shall upload the following into the eGrants website:
|       | March 31, 2019 |
|       | a. All Grant Application Workshop materials, including presentations, workbooks, handouts, or any other documents provided to participants; and
|       | March 31, 2019 |
|       | b. A list of Grant Application Workshops, workgroups and/or subcommittee meetings held which includes the name of each attendee, the organization represented by that attendee, and the email address and telephone number of each attendee. Note: COGs may be required to use a standardized format provided by PSO/HSGD. |

| HS4 | Oversight of the Homeland Security Advisory Committee
|     | Ongoing |
| HS4.1 | Each COG shall establish and maintain a Homeland Security Advisory Committee (HSAC) that consists of participants who are knowledgeable about terrorism preparedness and the threats, vulnerabilities and consequences relevant to the COG Region. The HSAC shall advise the COG on matters related to terrorism preparedness.

The COG shall ensure that the HSAC has varied participation including, but not limited to representation from various counties, municipalities,
non-profit organizations, disciplines, and/or other stakeholders from within the region.

<table>
<thead>
<tr>
<th>HS4.2</th>
<th>The COG shall upload the following into the eGrants website:</th>
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<tr>
<td></td>
<td>a. <strong>HSAC List:</strong> A complete list of members of the HSAC including the member’s name, organization and the group or discipline(s) that each member represents (i.e., emergency management, EMS, fire service, governmental administrative, hazardous materials, healthcare, law enforcement, public health, public safety communications, public works, agriculture, education, citizen/community volunteer, information technology, security and safety, search and rescue, transportation, other (specify));</td>
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<td></td>
<td>b. <strong>HSAC Scoring/Prioritizing Meeting Information:</strong> A complete list of each PSO/HSGD funding opportunity scored, prioritized, and/or voted on during HSAC meeting(s), including a record of:</td>
</tr>
<tr>
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<td>1) the date of the meeting;</td>
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<td>2) HSAC members that attended;</td>
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<td>3) how each HSAC member scored, prioritized, and/or voted on each eligible application; and</td>
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<td></td>
<td>4) members of the HSAC who abstained from scoring and/or voting pursuant to the Conflict of Interest requirements in HS4.3, and the applications affected.</td>
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<td><em>Note: For the above lists, COGs may be required to use a standardized format provided by PSO/HSGD.</em></td>
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<td>March 31, 2019</td>
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<tr>
<th>HS4.3</th>
<th><strong>Conflict of Interest:</strong> The COG shall ensure that members of the COG’s governing body, the HSAC, and COG staff abstain from scoring and voting on any grant application, other than a grant application submitted by a COG, during the prioritization process if the member or an individual related to the member is within the third degree of consanguinity or within the second degree of 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>
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<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>
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<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>
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<td></td>
<td>Ongoing</td>
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</tbody>
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| HS4.4 | The COG shall actively facilitate all HSAC meetings and ensure that all HSAC members are aware of local policies and bylaws and the requirements of the COG’s contract with PSO/HSGD.  
The COG shall document all HSAC proceedings related to PSO/HSGD business by recording the HSAC proceedings or by preparing written minutes of the HSAC proceedings. If written minutes are prepared, the written minutes must be certified with the signature of a HSAC member who was in attendance at the meeting. | Ongoing |
| HS4.5 | The COG shall ensure that all COG governing board meetings and HSAC meetings at which PSO/HSGD-related matters are discussed comply with the requirements listed in Texas Government Code, Chapter 551 (Texas Open Meetings Act). | Ongoing |
| **HS5** | **Strategic Planning Documents and Risk-Informed Methodology** | |
| HS5.1 | The COG receives separate grant funding for homeland security strategic planning including but not limited to coordination, preparation and/or update of the region’s Threat and Hazard Identification and Risk Assessment (THIRA), Stakeholder Preparedness Report (SPR), and Texas Homeland Security Strategic Plan-Implementation Plan (HSSP-IP).  
The Texas Department of Public Safety, Office of Homeland Security establishes the deadlines for the above planning documents. The COG will copy PSO/HSGD on any request(s) for an extension made to TXDPS on the state established deadlines and must separately request an extension from PSO/HSGD if the COG will not be able to meet the due date for upload of planning documents as outlined here.  
The COG will ensure that an appropriate portion of their regional SHSP grant allocation is designated to support the required homeland security strategic planning activities and other terrorism preparedness planning deemed critical for the region.  
The COG shall upload a copy of its most recently completed regional THIRA, SPR, and HSSP-IP into the eGrants website. | The COG shall upload their THIRA, SPR, and HSSP-IP into eGrants by December 5, 2018 |
| HS5.2 | PSO/HSGD funding recommendations should be informed by the planning processes referred to in HS5.1. As such, the COG shall implement a regional methodology for risk-informed scoring and/or prioritization of local and regional PSO/HSGD projects that is consistent with the region’s planning documents outlined in HS5.1. The COG shall upload a copy of the region’s most recently updated risk-informed methodology for SHSP project prioritization, along with any related scoring instruments, criteria or materials (as applicable), into the eGrants website. | The COG shall upload the risk-informed methodology into eGrants by December 5, 2018 |
| HS6 | **Application Prioritization Process** | |
| HS6.1 | The COG shall ensure that:  
   a. The HSAC considers and prioritizes all grant applications received under the State Homeland Security Grant Program (SHSP);  
   b. The HSAC members prioritize the applications using the risk-informed methodology (process) submitted to the OOG;  
   c. The COG tabulates scores or votes and/or compiles an accurate priority list(s) for submission to PSO/HSGD using the format required by PSO/HSGD, and in the event of a tie, the COG will break all ties; and  
   d. The COG’s governing body reviews and approves the HSAC priority listings prior to submitting them to PSO/HSGD. | Ongoing |
| HS6.2 | The COG shall ensure that funding recommendations on grant applications are based upon:  
   a. Any state strategies identified by PSO/HSGD within the RFA;  
   b. Homeland security priorities identified through the COG’s risk informed project prioritization methodology, capability gaps identified in the COG’s regional SPR, and priorities identified in the region’s HSSP-IP;  
   c. The eligibility, reasonableness, and cost-effectiveness of the proposed project; and  
   d. Current COG policies and bylaws. | Ongoing |
| HS6.3 | **Transparency:** The COG shall provide HSAC members with copies of the COG’s regional methodology for risk-informed scoring and/or prioritization of projects, scoring instruments, the criteria used in scoring grant applications, and other relevant materials prior to holding the COG’s prioritization meeting for any PSO/HSGD funding opportunity.  
**Notification of Prioritization Results:** The COG shall notify all applicants of the approved priorities in writing within fourteen (14) calendar days of its decisions. The notice must state: “After the HSAC | The COG shall notify applicants of the region’s prioritization results within 14 calendar days of the |
prioritizes the grant applications and the COG's governing body approves the priority listing, the COG submits the priority listing to PSO/HSGD. Based upon the COG's priority listing, PSO/HSGD will verify the eligibility, reasonableness and cost-effectiveness strategy of the proposed project, and the availability of funding, and will render final funding decisions on these grant applications. The COG will notify grantees of any changes in the funding recommendations."

| HS6.4 | The COG shall submit, through eGrants, the approved priority listings, including recommended funding amounts, for the State Homeland Security Grant Program (SHSP).
The priority listing is the sole means of communicating COG grant allocation recommendations from the COG to PSO/HSGD. The priority listing is one element upon which PSO/HSGD bases funding decisions. The COG is responsible for ensuring the appropriateness and accuracy of the priority listing, and for correcting any inaccuracies or errors that occur on the priority listing prior to submission to PSO/HSGD. |
|       | March 31, 2019 |

<table>
<thead>
<tr>
<th>HS7</th>
<th>Cooperation with PSO/HSGD</th>
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<tbody>
<tr>
<td>HS7.1</td>
<td>The COG shall:</td>
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<td>a. Fully cooperate with PSO/HSGD, its authorized representatives, and PSO/HSGD designated partners or contractors;</td>
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<td>b. Provide sufficient personnel, equipment, materials, supplies, and facilities to perform the duties and responsibilities listed in this Agreement, and to support the HSAC and their meetings related to PSO/HSGD business;</td>
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<td>c. Ensure that all COG personnel who work on PSO/HSGD business are qualified by their education, training, and experience to fulfill the responsibilities of the position for which they are employed;</td>
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<td>d. Inform grantees that PSO/HSGD employees are assigned to each application/grant in eGrants and that the applicant/grantee may contact these personnel, or the eGrants Helpdesk, for assistance with grant related questions and issues;</td>
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<td>e. 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 PSO/HSGD to provide technical assistance to grantees and applicants upon request;</td>
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<td>f. Prepare and submit all forms, reports, and records required by PSO/HSGD in accordance with PSO/HSGD-established deadlines; and</td>
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<td>g. Provide general services and coordination activities for homeland security and related topics throughout the year. Such</td>
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<tr>
<td>HS7.2</td>
<td>The COG shall notify PSO/HSGD of any Public Information Act or media request received by the COG relating to any application for PSO/HSGD funding or PSO/HSGD-funded grant program no later than one (1) business day after receiving the request. The notification shall include the name of the requestor, the date the request was received by the COG, and a description of the information requested. The COG shall give PSO/HSGD the opportunity to review any information prior to release, if requested by PSO/HSGD. The COG shall also notify PSO/HSGD as to its response to any Public Information Act or media request received by the COG relating to any application for PSO/HSGD funding or PSO/HSGD-funded grant program no later than one (1) business day after providing its response to the requestor. The notification shall include a description of the response (or a copy of the response, if the request was made to the requestor in writing), the date the response was provided to the requestor, and the name of the COG employee who responded to the request. The COG shall also provide PSO/HSGD with any responsive documents provided to the requestor, if requested by PSO/HSGD.</td>
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<tr>
<td>HS8</td>
<td>Reporting</td>
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| HS8.1 | The COG shall submit monthly reports to PSO/HSGD that include:  
   a. An invoice requesting payment for the services provided during the prior month;  
   b. A brief description outlining the PSO/HSGD activities completed during the billing cycle;  
   c. The total number of COG staff hours spent on PSO/HSGD activities related to this agreement; and  
   d. Any data necessary to understand the volume and impact of the services provided.  
The COG agrees to use the submission method and standard report format as may be established by PSO/HSGD. | By the 30th of each Month*  
* e.g. Report for September services due October 30th. |
| HS8.2 | The COG shall submit quarterly reports to PSO/HSGD that include:  
   a. The number of current and potential grantees notified of PSO/HSGD funding opportunities by the COG. Notification of available grant funding opportunities to current grantees and other requestors in the COG’s Region are limited to the funding opportunities listed in HS2.1; | See due dates for each reporting period specified herein. |
b. The number and purpose of HSAC meetings held at which business relating to the services listed in this Agreement was conducted;

c. The number of grant application workshops, workgroups, and/or subcommittee meetings conducted and the number of attendees at each event;

d. The number of times the COG provided technical assistance to applicants (assistance with application processes);

e. The number of times the COG provided technical assistance to grantees regarding the eGrants system (assistance with eGrants processes for funded projects);

f. The number of Public Information Act requests or requests from the media received by the COG related to services in the current or prior Agreements; and

g. Any other information requested by PSO/HSGD regarding the services provided under the terms of this Agreement.

The COG agrees to use the submission method and standard report format as may be established by PSO/HSGD. The quarterly reports will cover the following reporting periods unless an alternate schedule is mutually agreed upon by the contracting parties.

- September 1, 2018 through November 30, 2018 (Due: 12/30/18)
- December 1, 2018, through February 28, 2019 (Due: 3/30/19)
- March 1, 2019, through May 31, 2019 (Due: 6/30/19)
- June 1, 2019, through August 31, 2019 (Due: 9/30/19)

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<tr>
<th>HS9</th>
<th>Other</th>
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<tr>
<td>HS9.1</td>
<td>Knowledge: The COG shall ensure that COG employees who work on PSO/HSGD business have a working knowledge of 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 the state and federal statutes, rules, regulations, documents, and forms applicable to the funding opportunities listed in HS2.1.</td>
</tr>
<tr>
<td>HS9.2</td>
<td>Training: The COG shall ensure that one employee who works on PSO/HSGD business attends and participates in mandatory training workshops, meetings, webinars and conference calls sponsored by PSO/HSGD. The Director of PSO or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.</td>
</tr>
<tr>
<td>HS9.3</td>
<td><strong>Vacancies:</strong> The COG shall notify PSO/HSGD of a vacancy involving any staff position that provides services under this Agreement within fourteen (14) calendar days of the vacancy. The COG shall also notify PSO/HSGD when a replacement is hired to fill a vacancy involving any staff position that provides services under this Agreement within fourteen (14) calendar days of the replacement’s hire date.</td>
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<td>HS9.4</td>
<td><strong>Accounting Systems:</strong> 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>
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| HS9.5 | **Access to Records, Records Retention:** The COG shall:  

a. Maintain adequate record keeping procedures.  

b. Retain all records, regardless of format, related to the services and requirements identified in this Agreement ("Records").  

c. Follow all legal requirements for maintaining the confidentiality and security of all Records.  

d. Provide originals or copies of all Records to PSO/HSGD upon the request of PSO/HSGD, auditors from the State of Texas, or auditors from the Department of Homeland Security (DHS). The COG shall permit PSO/HSGD or its designee, auditors from the State, or DHS auditors to audit and inspect Records related to this Agreement at any time. The COG shall provide reasonable access to all Records required to accomplish a review of activities, services, expenditures, and the accuracy of reviews and reports. The COG shall also provide reasonable access to its employees by PSO/HSGD or other designated representatives of the Office of the Governor, auditors from the State, or DHS auditors. Access to Records is not limited to the required retention periods. PSO/HSGD and any of its authorized representatives, including but not limited to auditors from the State or DHS auditors, 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 PSO/HSGD under the terms of this Agreement with the following qualification: if any audit, claim, or litigation is initiated before the expiration of the seven-year period, the Records shall be retained until the audit, claim, or litigation is resolved or until the end of the regular seven-year period, whichever is later. At the end of the seven-year period, the COG shall request disposition instructions for the Records from PSO/HSGD, and shall dispose of the Records in accordance with PSO/HSGD’s instructions. | Ongoing |
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.

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<tr>
<th>HS9.6</th>
<th><strong>Audits:</strong> 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. PSO/HSGD reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of Records kept by the COG on work performed under this Agreement.</th>
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<td>Ongoing</td>
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Page 20 of 20 (COG-PSO/HSGD Services FY19)
INDEPENDENT CONTRACTOR AGREEMENT

Ark-Tex Regional Development Company, Inc., referred to in this Agreement as "CDC," and George Lewis, referred to in this Agreement as "ANALYST," hereby agree, for the mutual consideration contained herein, upon the terms and conditions hereinafter described.

I. **Term.** By this Agreement, CDC and ANALYST agree to a term of five years (60) months, commencing on October 1, 2018, and terminating on September 30, 2023. This association may only be terminated earlier as provided in Paragraph VI hereof.

II. **Terms of Engagement of ANALYST.** ANALYST shall provide financial analysis and loan application review of loan applications for CDC, as submitted by the Executive Director of CDC. ANALYST shall provide financial analysis of loan applicants as referred by CDC to ANALYST, and shall provide and complete such forms and loan summaries as may be required by the U.S. Small Business Administration (SBA) for review and approval of a loan application by SBA, subject to review and approval by CDC in its sole discretion. ANALYST shall comply with all Regulations and Standard Operating Procedures of the Small Business Administration and insure that all actions taken by ANALYST meet all requirements of the Small Business Administration. ANALYST shall maintain all information presented by CDC in strict confidence and shall not divulge any such information to any other party except authorized personnel of CDC, or SBA.

III. **Compensation.** As compensation ("Compensation") for actual services rendered under this Agreement, CDC shall pay ANALYST the sum of $50.00 per hour of billable time spent during the period of analysis under the terms of this agreement. No part of the compensation paid hereunder shall be charged directly to a small business receiving assistance from CDC. The source of Compensation to the Contractor is to be derived from CDC servicing and processing fees.

IV. **Other Services.** Contractor is prohibited from requiring a 504 applicant or borrower to purchase other services from the contractor as a condition of the contractor's performing CDC staff or management functions.

V. **Expenses.** ANALYST shall be solely responsible for all necessary expenses incurred by ANALYST in its performance hereunder, including but not limited to copies, telefax, long distance, and telephone expense.

VI. **Termination.** Either party to this agreement may terminate this Agreement, upon thirty (30) days written notice to the other party.

VII. **Notices.** All communications, notices, presentations and demands hereunder shall be in writing and mailed or delivered to the respective parties at the address set forth
for each party on the signature page hereof or any other address which the respective parties hereafter may designate in writing to the other parties for such purposes, and all such communications, notices, presentations and demands provided for herein shall be deemed to have been delivered on the date when actually delivered in person to the respective parties, or if mailed, then two (2) days following deposit in the U.S. Mail, PROVIDED that such mailing is by certified or registered mail, first class, with postage prepaid.

VIII. **Indemnification.** Each party hereby agrees to indemnify and hold the other party harmless against any and all liabilities, costs, damages, expenses and attorneys' fees resulting from, or attributed to, the negligent acts or omissions of the other party.

IX. **Independent Contractor.** This Agreement does not constitute a hiring by either party. It is expressly agreed and stipulated by the parties hereto that ANALYST is an Independent Contractor, and ANALYST shall not be deemed nor construed to be an employee of CDC, or any of CDC enterprises within the meaning of the Worker's Compensation Act of the State of Texas or for federal tax purposes; and in the event the courts shall decide that, notwithstanding this stipulation, that ANALYST is such employee, then ANALYST elects and hereby gives notice in advance that he reserves all his rights at common law and under the statutes of Texas other than the Worker's Compensation Act, and will not be bound by said Texas Worker's Compensation Act. This Agreement shall not be construed as a partnership, and neither party hereto shall be liable for any obligation incurred by the other except as provided elsewhere herein. CDC shall not withhold from ANALYST fees payable hereunder any amounts or taxes or any other items. CDC shall not make any premium payments or contributions for any worker's compensation or unemployment compensation for ANALYST.

X. **Mandatory Arbitration.** Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement, shall on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with the provisions of the Texas General Arbitration Act, Articles 224 through 238-6 of the Revised Civil Statutes of Texas. Each of the parties to this Agreement shall appoint one person as an arbitrator to hear and determine the dispute, and if they shall be a third impartial arbitrator whose decision shall be final and conclusive upon the parties to this Agreement. The expenses of arbitration proceedings conducted pursuant to this Paragraph shall be borne by the parties in such proportions as the arbitrators shall decide.

XI. **Construction.** This contract shall be governed by the laws of the State of Texas and venue for any action shall be Bowie County, Texas. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. The prevailing party in any legal action for the enforcement of any of the terms and conditions of this Agreement
shall be entitled to recover all attorneys’ fees, court costs and other expenses incurred in such action.

XII. **Severability.** 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, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

XIII. **Additional Provisions:**

The parties to this Agreement hereby agree to the following Additional Provisions:

i. “The ATRDC’s Board of Directors specifically acknowledges and retains the ultimate responsibility for all loan approvals and all loan servicing actions, 13 CFR § 120.823, and that such responsibility must be carried out independently of any control by ATCOG.”

ii. “No contractor or associate of the contractor may be a voting or non-voting member of the CDCs Board of Directors.”

iii. “The basis for its determination that the fees are customary and reasonable for similar services in the area.”

iv. “Additional compensation from CDC fee income such as multipliers or bonuses are not permitted.”

v. “Contract payments for professional services should not exceed 75% of the CDCs 504 processing and servicing income.”

XIV. **Entirety of Agreement.** This Agreement supersedes all other agreements, either oral or in writing, between the parties to this Agreement, with respect to the association of ANALYST and CDC, This Agreement contains the entire understanding of the parties and all of the covenants and agreements between the parties with respect to such association. This Agreement may only be amended by a written amendment executed by both parties.
EXECUTED on this 5th day of October, 2018

Address for Notices:
4808 Elizabeth Street
Texarkana, TX 75503

Address for Notices:
3214 Trammels Trace
Marshall, TX 75672

ARK-TEX REGIONAL DEVELOPMENT COMPANY, INC.

By: [Signature]
Chris Brown, Executive Director

LEWIS FINANCIAL SERVICES

By: [Signature]
George Lewis, Analyst
RENEWAL OF
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE OFFICE OF THE GOVERNOR
AND
THE ARK-TEX COUNCIL OF GOVERNMENTS

WHEREAS, the Office of the Governor ("OOG") 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 Division grant funds by the OOG; 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, the first one-year renewal option was exercised in FY2018; and

WHEREAS, OOG and the COG desire to exercise the last one-year renewal option to renew the FY 2017 Agreement for one additional year.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree to exercise the last one-year renewal option for this Agreement which is reenacted, with amendments, as follows:

SECTION I. CONTRACTING PARTIES

The contracting parties are the Office of the Governor, Public Safety Office ("PSO"), 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 PSO, or its designee, and to current and potential PSO applicants and grantees in Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, and Titus counties ("the COG's Region").

B. The SOW establishes deadlines by which the COG must perform specific responsibilities under the Agreement, including the submission of information to PSO. The COG shall comply with all deadlines outlined in the SOW.

C. The COG shall establish and maintain an "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 PSO 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. PSO RESPONSIBILITIES

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

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

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

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

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

G. PSO 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, PSO 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, PSO agrees to compensate the COG for the services rendered at a rate of $5,419.95 per month for the months of September 2018 through July 2019, and the balance remaining of the total agreement for August 2019, 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 CJ9.1 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 PSO’s ability to respond to COG invoices. The Comptroller requires agencies to enter a due date for payments. Due date is interpreted based on the definition of an overdue payment as
established in Texas Government Code, Section 2251.021. Due date is interpreted to be the 30th day after the later of:

1. The date goods are received;
2. The date the performance of service is completed; or
3. The date an invoice for goods or services is received.

Payment shall be scheduled to be generated on this due date. Typically, then, contracted services are paid thirty (30) days after receipt of the invoice for the previous month's services. A vendor's offer of a discount which is greater than the interest that would be earned by following scheduling requirements is a justification for earlier payment.

C. If the Executive Director of PSO determines that the COG has failed to comply with the requirements of this Agreement, PSO 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 PSO or may terminate this Agreement. The COG may recoup withheld payments if the Executive Director of PSO, 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 PSO a release of all claims against PSO arising under or by virtue of this Agreement.

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

E. For good cause, PSO 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 PSO by the applicable deadlines established in Attachment A of this Agreement, the COG shall forfeit, for each failure, one-three hundred sixty fifth (1/365th) of the total Agreement amount for each day the COG fails to submit the information required by Attachment A.

If the COG fails to submit the required information to PSO within ten (10) calendar days after the deadline established in Attachment A of this Agreement, PSO 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 PSO 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 PSO'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 PSO is the person authorized to represent PSO 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. PSO 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 PSO 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 PSO.

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 PSO 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 PSO in excess of the funds delineated in this Agreement. The COG agrees that funding for this Agreement is subject to the actual receipt by PSO of funds appropriated to PSO. The COG agrees that the funds, if any, received from PSO are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of PSO for the purpose of this Agreement. The COG agrees that notwithstanding any other provision of this Agreement, if PSO is not appropriated the funds, or if PSO does not receive the appropriated funds for this program, or if the funds appropriated to PSO for this program are required to be reallocated to fund other state programs or purposes, PSO 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 PSO-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 PSO 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, 2019, 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. At the sole option of PSO, 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 PSO, as a division of the Office of the Governor ("OOG"), does not tolerate any type of fraud, waste, or misuse of funds received from PSO. 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 PSO, 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 PSO.

SECTION XXIV. TEXAS PUBLIC INFORMATION ACT

The COG acknowledges that OOG and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the PIA”). The COG acknowledges that OOG will comply with the PIA.

The COG acknowledges that information created or exchanged in connection with this Agreement is subject to the PIA, and the COG agrees that information not otherwise excepted from disclosure under the PIA will be available in a format that is accessible by the public at no additional charge to OOG or the State of Texas. The COG will cooperate with OOG in the production of documents or information responsive to a request for information.

The COG agrees to maintain the confidentiality of confidential information received from OOG or the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

SECTION XXV. DEBARMENT AND SUSPENSION

The COG certifies, in accordance with Title 2, Part 180 of the Code of Federal Regulations, that it is not currently listed on the government-wide exclusion in the federal System for Award Management (SAM). SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

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 OOG'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 § 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Part 247 of the Code of Federal Regulations.

SECTION XXIX. ISRAEL
The COG verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

SECTION XXX. NO WAIVER OF SOVEREIGN IMMUNITY
The Office of the Governor ("OOG") is immune from suit and from liability. No part of this Agreement, nor the conduct or statement of 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 PSO or its designees for the purposes of inspecting, auditing, or copying such items. Pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the COG. The acceptance of funds by the COG under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the COG shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The COG further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested.

SECTION XXXII. U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM
The COG certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Executive Order RP-80, and to determine the eligibility of:

A. All persons employed to perform duties within Texas, during the term of the Agreement; and

B. All persons employed, including subcontractors, by the COG assigned to perform work pursuant to the Agreement, within the United States of America; and

C. If this certification is falsely made, the Agreement may be terminated.
SECTION XXXIII. REQUIRED CERTIFICATIONS

A. PSO 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]

FOR THE COUNCIL OF GOVERNMENTS:

THE ARK-TEX COUNCIL OF GOVERNMENTS

[Signature]

Chris Brown, Executive Director

[Date]
### Task # | Task Description/Deliverable | Due Date
--- | --- | ---
CJ1 | Local Policies or Bylaws |  
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.  
The COG's policies may not require payment of membership dues in order to be considered for funding. | Ongoing  
CJ1.2 | The COG shall inform applicants, current grantees and other requestors of the availability of relevant COG policies and bylaws, and shall provide such policies and bylaws to interested parties upon request. | Ongoing  
CJ1.3 | The COG shall upload into eGrants a copy of the COG's current written policies and bylaws referred to in CJ1.1. | October 31, 2018  
CJ2 | Regional Planning |  
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
<table>
<thead>
<tr>
<th></th>
<th>Communication of PSO/CJD’s real or proposed priorities.</th>
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</thead>
<tbody>
<tr>
<td>CJ2.2</td>
<td>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 stakeholders when developing the region’s strategic plan under CJ6.1. The COG must also inform PSO/CJD and the Criminal Justice Advisory Committee of stakeholder interactions and provide additional insight into regional criminal justice needs.</td>
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<thead>
<tr>
<th>CJ3</th>
<th>Notification of the Availability of Funding</th>
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<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 PSO/CJD grant applications for the following funding opportunities:</td>
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<tr>
<td></td>
<td>a. General Victim Assistance – Direct Services Programs;</td>
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<td></td>
<td>c. Criminal Justice Programs; and</td>
</tr>
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<td></td>
<td>d. General Juvenile Justice and Delinquency Prevention Programs.</td>
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<td>The notifications must include the following:</td>
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<tr>
<td></td>
<td>a. Name of the funding opportunity;</td>
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<td></td>
<td>b. Instructions for viewing the Request for Applications posted on eGrants;</td>
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<tr>
<td></td>
<td>c. eGrants website address: <a href="https://egrants.gov.texas.gov">https://egrants.gov.texas.gov</a>; and</td>
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<td>d. Due date(s) for the submission of applications to the COG and PSO/CJD.</td>
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<td>Contingent upon receipt from PSO/CJD, the COG shall distribute the region’s data packet via a method determined by PSO/CJD to interested applicants.</td>
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<td>** 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 PSO/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 PSO/CJD grant funding in the past three (3) years.</td>
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<tr>
<td>CJ3.2</td>
<td>The COG shall upload into eGrants a list of the individuals and agencies notified about the funding opportunities, including the name</td>
</tr>
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</table>

Notice shall be provided at least 30 calendar days prior to the PSO/CJD eGrants application submission deadline.
and contact information for each person notified. *Note: COGs may be required to use a standardized format provided by PSO/CJD.*

<table>
<thead>
<tr>
<th>CJ4</th>
<th>Grant Application Workshops, Workgroups, and Subcommittees</th>
<th>2019</th>
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</thead>
<tbody>
<tr>
<td>CJ4.1</td>
<td>The COG shall conduct grant application workshops, workgroups and/or subcommittees to provide technical assistance to potential applicants in the COG’s Region for the funding opportunities listed in CJ3.1. Application workshops, workgroups and/or subcommittees must distribute any information specified by PSO/CJD and must instruct applicants on the following:</td>
<td>The COG shall conduct its workshops, workgroups, and/or subcommittee meetings at least 30 calendar days prior to the PSO/CJD eGrants application submission deadline.</td>
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<tr>
<td></td>
<td>a. Who can apply and what activities are eligible under each funding opportunity;</td>
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<td></td>
<td>b. Requirements for project problem statements with supporting data, goal statement, project activity explanations, target output and outcome measures, and budget categories and line items;</td>
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<td>c. The project period for each funding opportunity as stated in the Request for Application (RFA) issued by PSO/CJD;</td>
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<td>d. Applicable rules, regulations and certifications required for each funding opportunity;</td>
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<td>e. Any prohibitions stated in the RFA issued by PSO/CJD;</td>
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<td>f. Civil rights rules related to applicant employees and projects or activities;</td>
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<td>g. State strategies or funding preferences identified by PSO/CJD;</td>
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<td>h. Priorities identified by the COG related to criminal justice issues;</td>
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<td></td>
<td>i. Local policies and procedures that affect the COG’s prioritization process; and</td>
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<td></td>
<td>j. Due dates for applicants to submit and certify applications for the funding opportunities.</td>
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<tr>
<th>CJ4.2</th>
<th>The COG shall upload the following into the eGrants website:</th>
<th>March 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. All application workshop, workgroup and/or subcommittee meeting materials, including presentations, workbooks, handouts, or any other documents provided to participants; and</td>
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<td>b. A list of grant application workshops, workgroups, and/or subcommittees meetings held which includes the name of each attendee, the organization represented by that attendee, and the email address and telephone number of each attendee. <em>Note: COGs may be required to use a standardized format provided by PSO/CJD.</em></td>
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<td></td>
<td>Oversight of the Criminal Justice Advisory Committee</td>
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<tr>
<td><strong>CJ5.1</strong></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.</td>
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<td>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 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.</td>
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<td>Ongoing</td>
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<td><strong>CJ5.2</strong></td>
<td>The COG shall upload into eGrants a list with the following information:</td>
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<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>
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<td></td>
<td>b. A complete list of the members of the CJAC and the group or discipline that each member represents;</td>
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<td>c. All members of the CJAC who attended the CJAC meeting(s);</td>
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<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>
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<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>
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<td>Note: For the above lists, COGs may be required to use a standardized format provided by PSO/CJD.</td>
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<td></td>
<td>May 10, 2019</td>
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<tr>
<td><strong>CJ5.3</strong></td>
<td><strong>Conflict of Interest:</strong> 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:</td>
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<td>a. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;</td>
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<td>b. Serves on any governing board that oversees the unit or division that would administer the grant, if awarded;</td>
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<td>Ongoing</td>
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<tr>
<td>C:5.4</td>
<td>The COG shall document all CJAC proceedings related to PSO/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>
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<tr>
<td>C:5.5</td>
<td>The COG shall ensure that all COG governing board meetings and CJAC meetings at which PSO/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>
| C:6.1 | 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 | The strategic plan must be uploaded into eGrants no later than July 1, 2019. |
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 PSO/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 PSO/CJD.

<table>
<thead>
<tr>
<th>CJ7</th>
<th>Application Prioritization Process</th>
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<tbody>
<tr>
<td>CJ7.1</td>
<td>The COG shall ensure that:</td>
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<tr>
<td></td>
<td>a. The COG implements the application scoring instrument developed by PSO/CJD;</td>
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<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>
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<td>c. The CJAC members reviewing the applications prioritize the applications using the scoring instrument to record and tabulate application scoring;</td>
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<td>d. The COG tabulates scores and/or compiles an accurate priority list(s) for submission to PSO/CJD using the format required by PSO/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 PSO/CJD in compliance with the applicable provisions of Texas Administrative Code, Title 1, part 1, Chapter 3.</td>
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<td>Ongoing</td>
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<tr>
<td>CJ7.2</td>
<td>The COG shall ensure that funding recommendations on grant applications are based upon:</td>
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<tr>
<td></td>
<td>a. Any state strategies identified by PSO/CJD;</td>
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<td></td>
<td>b. Criminal justice priorities identified in the COG’s most recently completed strategic plan;</td>
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<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>
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<td>d. Current COG policies and bylaws.</td>
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<td>Ongoing</td>
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Page 15 of 20 (COG-PSO/CJD Services FY19)
| CJ7.3 | Transparency: 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.  
Notification of Prioritization Results: The COG shall notify all applicants of the approved priorities in writing within fourteen (14) calendar days of its decisions. The notice must state: “After the CJAC prioritizes the grant applications and the COG’s governing body approves the priority listing, the COG submits the written priority listing to PSO/CJD. Based upon the COG’s priority listing, PSO/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.” | The COG shall notify applicants of the region’s priorities within 14 calendar days of the COG’s decision. |
| --- | --- | --- |
| CJ7.4 | The COG shall submit, through eGrants and/or a method determined by PSO/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 allocation recommendations from the COG to PSO/CJD. The priority listing is one element upon which PSO/CJD bases funding decisions. The COG is responsible for ensuring the appropriateness and accuracy of the priority listing, and for correcting any inaccuracies or errors that occur on the priority listing prior to submission to PSO/CJD. | Approved priority listings must be uploaded into eGrants no later than May 9, 2019 |
| CJ8 | Cooperation with PSO/CJD | Ongoing |
| CJ8.1 | The COG shall:  
- Fully cooperate with PSO/CJD, its authorized representatives, and PSO/CJD designated partners or contractors;  
- 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 PSO/CJD business;  
- Ensure that all COG personnel who work on PSO/CJD business are qualified by their education, training, and experience to fulfill the responsibilities of the position for which they are employed;  
- Inform applicants/grantees that PSO/CJD employees are assigned to each application/grant in eGrants and that the applicant/grantee may contact these personnel, or the eGrants HelpDesk, for assistance with application/grant related questions or issues;  
- 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 PSO/CJD to provide technical assistance to grantees and applicants upon request;

f. Prepare and submit all forms, reports, and records required by PSO/CJD in accordance with PSO/CJD-established deadlines; and

g. 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 PSO/CJD's real or proposed priorities to constituents and others within the COG region.

CJ8.2  The COG shall notify PSO/CJD of any Public Information Act or media request received by the COG relating to any application for PSO/CJD funding or PSO/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 PSO/CJD opportunity to review any information prior to release, if requested by PSO/CJD.

The COG shall also notify PSO/CJD as to its response to any Public Information Act or media request received by the COG relating to any application for PSO/CJD funding or PSO/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 (or a copy of the response, if the request was made to the requestor in writing), the date the response was provided to the requestor, and the name of the COG employee who responded to the request.

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

CJ9  Reporting

CJ9.1  The COG shall submit monthly reports to PSO/CJD that include:

a. An invoice requesting payment for the services provided during the prior month;

b. A brief description outlining the PSO/CJD activities completed during the billing cycle;

c. The total number of COG staff hours spent on PSO/CJD activities related to this Agreement; and

d. Any data necessary to understand the volume and impact of the services provided.

The COG agrees to use the submission method and standard report

<table>
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<tr>
<th>By the 30th of each Month*</th>
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<tr>
<td>*e.g. Report for September services due October 30th.</td>
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</table>
CJ9.2 The COG shall submit quarterly reports to PSO/CJD that include:

a. The number of current and potential grantees notified of PSO/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/or subcommittee meetings conducted and the number of attendees at each event;

d. The number of times the COG provided technical assistance to applicants (assistance with application processes);

e. The number of times the COG provided technical assistance to grantees regarding the eGrants system (assistance with eGrants processes for funded projects);

f. The number of Public Information Act requests or requests from the media received by the COG related to services in the current or prior Agreements;

g. The number of strategic planning meetings conducted and the number of attendees at such meetings;

h. Any other information requested by PSO/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 PSO/CJD. The quarterly reports will cover the following reporting periods unless an alternate schedule is mutually agreed upon by the contracting parties.

- September 1, 2018 through November 30, 2018 (Due: 12/30/18)
- December 1, 2018, through February 28, 2019 (Due: 3/30/19)
- March 1, 2019, through May 31, 2019 (Due: 6/30/19)
- June 1, 2019, through August 31, 2019 (Due: 9/30/19)

CJ10 Other

**Knowledge:** The COG shall ensure that COG employees who work on PSO/CJD business have a working knowledge of Texas Administrative Code, Title 1, Part I, 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

Ongoing

*See quarterly report due dates for each reporting period specified herein.*
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CJ10.2</td>
<td><strong>Training:</strong> The COG shall ensure that one employee who works on PSO/CJD business attends and participates in mandatory training workshops, meetings, webinars and conference calls sponsored by PSO/CJD. The Executive Director of PSO or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.</td>
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<td>Ongoing</td>
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<tr>
<td>CJ10.3</td>
<td><strong>Vacancies:</strong> The COG shall notify PSO/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 PSO/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>
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<td>Ongoing</td>
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<td>CJ10.4</td>
<td><strong>Accounting Systems:</strong> 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>
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<td>Ongoing</td>
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<tr>
<td>CJ10.5</td>
<td><strong>Access to Records, Records Retention:</strong> The COG shall:</td>
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<tr>
<td></td>
<td>a. Maintain adequate record keeping procedures.</td>
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<td></td>
<td>b. Retain all records, regardless of format, related to the services and requirements identified in this Agreement (“Records”)</td>
</tr>
<tr>
<td></td>
<td>c. Follow all legal requirements for maintaining the confidentiality and security of all Records.</td>
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<td>d. Provide originals or copies of all Records to PSO/CJD upon the request of PSO/CJD, auditors from the State of Texas, or auditors from the US Department of Justice (DOJ). The COG shall permit PSO/CJD or its designee, auditors from the State, or DOJ auditors to audit and inspect Records related to this Agreement at any time. The COG shall provide reasonable access to all Records required to accomplish a review of activities, services, expenditures, and the accuracy of reviews and reports. The COG shall also provide reasonable access to its employees by PSO/CJD or other designated representatives of the Office of the Governor, auditors from the State, or DOJ auditors. Access to Records is not limited to the required retention periods. PSO/CJD and any of its authorized representatives, including but not limited to auditors from the State or DOJ auditors, shall have access to any and all Records, for any reason, upon request for as long as the records are maintained.</td>
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<td>e. Retain the Records for a period of seven (7) years after the</td>
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final payment by PSO/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 PSO/CJD, and shall dispose of the Records in accordance with PSO/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.

PSO/CJD reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of Records kept by the COG on work performed under this Agreement.
RENEWAL OF
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE OFFICE OF THE GOVERNOR
AND
THE ARK-TEX COUNCIL OF GOVERNMENTS

WHEREAS, the Office of the Governor ("OOG") 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 Division grant funds by the OOG; 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, the first one-year renewal option was exercised in FY2018; and

WHEREAS, OOG and the COG desire to exercise the last one-year renewal option to renew the FY 2017 Agreement for one additional year.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree to exercise the last one-year renewal option for this Agreement which is reenacted, with amendments, as follows:

SECTION I. CONTRACTING PARTIES

The contracting parties are the Office of the Governor, Public Safety Office ("PSO"), 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 PSO, or its designee, and to current and potential PSO applicants and grantees in Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, and Titus counties ("the COG’s Region").

B. The SOW establishes deadlines by which the COG must perform specific responsibilities under the Agreement, including the submission of information to PSO. The COG shall comply with all deadlines outlined in the SOW.

C. The COG shall establish and maintain an “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 PSO 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. PSO RESPONSIBILITIES

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

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

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

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

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

G. PSO 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, PSO 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, PSO agrees to compensate the COG for the services rendered at a rate of $5,419.95 per month for the months of September 2018 through July 2019, and the balance remaining of the total agreement for August 2019, 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 CJ9.1 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:  By Hand Delivery:
Office of the Governor  Office of the Governor
Financial Services  Financial Services
P.O. Box 12878  1100 San Jacinto, 3rd Floor
Austin, Texas 78711-2878  Austin, Texas 78701

By Electronic Mail:  ap@egov.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 PSO’s ability to respond to COG invoices. The Comptroller requires agencies to enter a due date for payments. Due date is interpreted based on the definition of an overdue payment as
established in Texas Government Code, Section 2251.021. Due date is interpreted to be the 30th day after the later of:

1. The date goods are received;
2. The date the performance of service is completed; or
3. The date an invoice for goods or services is received.

Payment shall be scheduled to be generated on this due date. Typically, then, contracted services are paid thirty (30) days after receipt of the invoice for the previous month's services. A vendor's offer of a discount which is greater than the interest that would be earned by following scheduling requirements is a justification for earlier payment.

C. If the Executive Director of PSO determines that the COG has failed to comply with the requirements of this Agreement, PSO 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 PSO or may terminate this Agreement. The COG may recoup withheld payments if the Executive Director of PSO, 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 PSO a release of all claims against PSO arising under or by virtue of this Agreement.

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

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

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 PSO 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 PSO in excess of the funds delineated in this Agreement. The COG agrees that funding for this Agreement is subject to the actual receipt by PSO of funds appropriated to PSO. The COG agrees that the funds, if any, received from PSO are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of PSO for the purpose of this Agreement. The COG agrees that notwithstanding any other provision of this Agreement, if PSO is not appropriated the funds, or if PSO does not receive the appropriated funds for this program, or if the funds appropriated to PSO for this program are required to be reallocated to fund other state programs or purposes, PSO 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 PSO-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 PSO 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, 2019, 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. At the sole option of PSO, 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 PSO, as a division of the Office of the Governor ("OOG"), does not tolerate any type of fraud, waste, or misuse of funds received from PSO. 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 PSO, 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 PSO.

SECTION XXIV. TEXAS PUBLIC INFORMATION ACT

The COG acknowledges that OOG and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the PIA"). The COG acknowledges that OOG will comply with the PIA.

The COG acknowledges that information created or exchanged in connection with this Agreement is subject to the PIA, and the COG agrees that information not otherwise excepted from disclosure under the PIA will be available in a format that is accessible by the public at no additional charge to OOG or the State of Texas. The COG will cooperate with OOG in the production of documents or information responsive to a request for information.

The COG agrees to maintain the confidentiality of confidential information received from OOG or the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

SECTION XXV. DEBARMENT AND SUSPENSION

The COG certifies, in accordance with Title 2, Part 180 of the Code of Federal Regulations, that it is not currently listed on the government-wide exclusion in the federal System for Award Management (SAM). SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

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 OOG’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 § 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Part 247 of the Code of Federal Regulations.

SECTION XXIX. ISRAEL

The COG verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

SECTION XXX. NO WAIVER OF SOVEREIGN IMMUNITY

The Office of the Governor (“OOG”) is immune from suit and from liability. No part of this Agreement, nor the conduct or statement of 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 PSO or its designees for the purposes of inspecting, auditing, or copying such items. Pursuant to Section 2262.154 of the Texas Government Code, the State Auditor’s Office or successor agency, may conduct an audit or investigation of the COG. The acceptance of funds by the COG under this Agreement acts as acceptance of the authority of the State Auditor’s Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the COG shall provide the State Auditor’s Office with prompt access to any information the State Auditor’s Office considers relevant to the investigation or audit. The COG further agrees to cooperate fully with the State Auditor’s Office in the conduct of the audit or investigation, including providing all records requested.

SECTION XXXII. U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM

The COG certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security’s E-Verify system as required by Executive Order RP-80, and to determine the eligibility of:

A. All persons employed to perform duties within Texas, during the term of the Agreement; and
B. All persons employed, including subcontractors, by the COG assigned to perform work pursuant to the Agreement, within the United States of America; and
C. If this certification is falsely made, the Agreement may be terminated.
SECTION XXXIII. REQUIRED CERTIFICATIONS

A. PSO 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: 8/31/18

FOR THE COUNCIL OF GOVERNMENTS:

THE ARK-TEX COUNCIL OF GOVERNMENTS

[Signature]
Chris Brown, Executive Director

Date: 8/28/18
### Statement of Work (Attachment A)

**Public Safety Office, Criminal Justice Division ("PSO/CJD")**

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description/Deliverable</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>CJ1</td>
<td><strong>Local Policies or Bylaws</strong></td>
<td></td>
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</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.  
   The COG's policies may not require payment of membership dues in order to be considered for funding. | Ongoing |
| CJ1.2  | The COG shall inform applicants, current grantees and other requestors of the availability of relevant COG policies and bylaws, and shall provide such policies and bylaws to interested parties upon request. | Ongoing |
| CJ1.3  | The COG shall upload into eGrants a copy of the COG’s current written policies and bylaws referred to in CJ1.1. | October 31, 2018 |
| CJ2    | **Regional Planning** |          |
| 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 | 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 stakeholders when developing the region's strategic plan under CJ6.1. The COG must also inform PSO/CJD and the Criminal Justice Advisory Committee of stakeholder interactions and provide additional insight into regional criminal justice needs. | Ongoing |
| CJ3 | **Notification of the Availability of Funding** |
| CJ3.1 | The COG shall notify current grantees and other requestors in the COG's Region regarding the availability of current PSO/CJD grant applications for the following funding opportunities:  
  
a. General Victim Assistance – Direct Services Programs;  
c. Criminal Justice Programs; and  
d. General Juvenile Justice and Delinquency Prevention Programs.  
The notifications must include the following:  
  
a. Name of the funding opportunity;  
b. Instructions for viewing the Request for Applications posted on eGrants;  
c. eGrants website address: https://egrants.gov.texas.gov; and  
d. Due date(s) for the submission of applications to the COG and PSO/CJD.  
Contingent upon receipt from PSO/CJD, the COG shall distribute the region’s data packet via a method determined by PSO/CJD to interested applicants.  
** 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 PSO/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 PSO/CJD grant funding in the past three (3) years. |
| CJ3.2 | The COG shall upload into eGrants a list of the individuals and agencies notified about the funding opportunities, including the name | January 31,
and contact information for each person notified. **Note:** COGs may be required to use a standardized format provided by PSO/CJD.

<table>
<thead>
<tr>
<th>CJ4</th>
<th>Grant Application Workshops, Workgroups, and Subcommittees</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CJ4.1</strong></td>
<td>The COG shall conduct grant application workshops, workgroups and/or subcommittees to provide technical assistance to potential applicants in the COG’s Region for the funding opportunities listed in CJ3.1. Application workshops, workgroups and/or subcommittees must distribute any information specified by PSO/CJD and must instruct applicants on the following:</td>
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<td></td>
<td>a. Who can apply and what activities are eligible under each funding opportunity;</td>
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<td></td>
<td>b. Requirements for project problem statements with supporting data, goal statement, project activity explanations, target output and outcome measures, and budget categories and line items;</td>
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<td>c. The project period for each funding opportunity as stated in the Request for Application (RFA) issued by PSO/CJD;</td>
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<td>d. Applicable rules, regulations and certifications required for each funding opportunity;</td>
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<td>e. Any prohibitions stated in the RFA issued by PSO/CJD;</td>
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<td></td>
<td>f. Civil rights rules related to applicant employees and projects or activities;</td>
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<td>g. State strategies or funding preferences identified by PSO/CJD;</td>
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<td>h. Priorities identified by the COG related to criminal justice issues;</td>
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<tr>
<td></td>
<td>i. Local policies and procedures that affect the COG’s prioritization process; and</td>
<td></td>
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<tr>
<td></td>
<td>j. Due dates for applicants to submit and certify applications for the funding opportunities.</td>
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</table>

<table>
<thead>
<tr>
<th><strong>CJ4.2</strong></th>
<th>The COG shall upload the following into the eGrants website:</th>
<th>March 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. All application workshop, workgroup and/or subcommittee meeting materials, including presentations, workbooks, handouts, or any other documents provided to participants; and</td>
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<td></td>
<td>b. A list of grant application workshops, workgroups, and/or subcommittees meetings held which includes the name of each attendee, the organization represented by that attendee, and the email address and telephone number of each attendee. <strong>Note:</strong> COGs may be required to use a standardized format provided by PSO/CJD.</td>
<td></td>
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<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 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.</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
| CJ5.2 | The COG shall upload into eGrants a list with the following information:  
   a. The CJAC funding opportunities scored, prioritized, and/or voted on during the CJAC meeting(s) and the date(s) of the meeting(s);  
   b. A complete list of the members of the CJAC and the group or discipline that each member represents;  
   c. All members of the CJAC who attended the CJAC meeting(s);  
   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  
   e. All members of the CJAC who participated in the scoring, prioritization, and/or voting for each funding opportunity considered during the CJAC meeting.  
   Note: For the above lists, COGs may be required to use a standardized format provided by PSO/CJD. | May 10, 2019 |
| CJ5.3 | 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:  
   a. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;  
   b. Serves on any governing board that oversees the unit or division that would administer the grant, if awarded; | Ongoing |
c. Owns or controls any interest in a business entity or other non-
governmental organization that benefits, directly or indirectly, 
from activities with the applicant agency; or 
d. Receives any funds, or a substantial amount of tangible goods 
or services, from the applicant agency as a result of the grant, if 
awarded.

If a CJAC member has a conflict of interest regarding a particular 
grant application, the COG will ensure that the committee member 
abstains from voting, commenting, or otherwise influencing the 
prioritization process for that application.

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 PSO/CJD projects, the COG 
shall ensure that the concerns are shared with PSO/CJD as soon as 
possible.

| C:5.4   | The COG shall document all CJAC proceedings related to PSO/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. | Ongoing |
|---------|-------------------------------------------------------------------------------------------------------------|--------|
| C:5.5   | The COG shall ensure that all COG governing board meetings and 
CJAC meetings at which PSO/CJD-related matters are discussed 
comply with the requirements listed in Texas Government Code, 
Chapter 551 (Texas Open Meetings Act). | Ongoing |
| CJ6     | Strategic Planning |                                                                 |
| C:6.1   | 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 | The strategic plan must be 
uploaded into eGrants no 
later than July 1, 2019. |
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 PSO/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 PSO/CJD.

<table>
<thead>
<tr>
<th>CJ7</th>
<th>Application Prioritization Process</th>
</tr>
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<tbody>
<tr>
<td>CJ7.1</td>
<td>The COG shall ensure that:</td>
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<tr>
<td></td>
<td>a. The COG implements the application scoring instrument developed by PSO/CJD;</td>
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<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>
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<td></td>
<td>c. The CJAC members reviewing the applications prioritize the applications using the scoring instrument to record and tabulate application scoring;</td>
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<td></td>
<td>d. The COG tabulates scores and/or compiles an accurate priority list(s) for submission to PSO/CJD using the format required by PSO/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 PSO/CJD in compliance with the applicable provisions of Texas Administrative Code, Title 1, part 1, Chapter 3.</td>
</tr>
<tr>
<td>CJ7.2</td>
<td>The COG shall ensure that funding recommendations on grant applications are based upon:</td>
</tr>
<tr>
<td></td>
<td>a. Any state strategies identified by PSO/CJD;</td>
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<td></td>
<td>b. Criminal justice priorities identified in the COG’s most recently completed strategic plan;</td>
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<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>
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<td></td>
<td>d. Current COG policies and bylaws.</td>
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</tbody>
</table>

Page 15 of 20 (COG-PSO/CJD Services FY19)
| CJ7.3 | Transparency: 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.  

Notification of Prioritization Results: The COG shall notify all applicants of the approved priorities in writing within fourteen (14) calendar days of its decisions. The notice must state: “After the CJAC prioritizes the grant applications and the COG’s governing body approves the priority listing, the COG submits the written priority listing to PSO/CJD. Based upon the COG’s priority listing, PSO/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.” |

| CJ7.4 | The COG shall submit, through eGrants and/or a method determined by PSO/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 allocation recommendations from the COG to PSO/CJD. The priority listing is one element upon which PSO/CJD bases funding decisions. The COG is responsible for ensuring the appropriateness and accuracy of the priority listing, and for correcting any inaccuracies or errors that occur on the priority listing prior to submission to PSO/CJD.  

Approved priority listings must be uploaded into eGrants no later than May 9, 2019 |

| CJ8 | Cooperation with PSO/CJD |

| CJ8.1 | The COG shall:  

a. Fully cooperate with PSO/CJD, its authorized representatives, and PSO/CJD designated partners or contractors;  

b. Provide sufficient personnel, equipment, materials, supplies, and facilities to perform the duties and responsibilities listed in this Agreement, and to support the CJAC and their meetings related to PSO/CJD business;  

c. Ensure that all COG personnel who work on PSO/CJD business are qualified by their education, training, and experience to fulfill the responsibilities of the position for which they are employed;  

d. Inform applicants/grantees that PSO/CJD employees are assigned to each application/grant in eGrants and that the applicant/grantee may contact these personnel, or the eGrants HelpDesk, for assistance with application/grant related questions or issues;  

e. 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 | Ongoing |

Page 16 of 20 (COG-PSO/CJD Services FY19)
the COG and, the COG shall coordinate with PSO/CJD to provide technical assistance to grantees and applicants upon request;

f. Prepare and submit all forms, reports, and records required by PSO/CJD in accordance with PSO/CJD-established deadlines; and

g. 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 PSO/CJD’s real or proposed priorities to constituents and others within the COG region.

| CJ8.2 | The COG shall notify PSO/CJD of any Public Information Act or media request received by the COG relating to any application for PSO/CJD funding or PSO/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 PSO/CJD opportunity to review any information prior to release, if requested by PSO/CJD. The COG shall also notify PSO/CJD as to its response to any Public Information Act or media request received by the COG relating to any application for PSO/CJD funding or PSO/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 (or a copy of the response, if the request was made to the requestor in writing), the date the response was provided to the requestor, and the name of the COG employee who responded to the request. The COG shall provide PSO/CJD with any responsive documents provided to the requestor, if requested by PSO/CJD. |
| Ongoing |

<table>
<thead>
<tr>
<th>CJ9 Reporting</th>
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</table>
| CJ9.1 The COG shall submit monthly reports to PSO/CJD that include:

a. An invoice requesting payment for the services provided during the prior month;

b. A brief description outlining the PSO/CJD activities completed during the billing cycle;

c. The total number of COG staff hours spent on PSO/CJD activities related to this Agreement; and

d. Any data necessary to understand the volume and impact of the services provided. The COG agrees to use the submission method and standard report |

By the 30th of each Month*
*e.g. Report for September services due October 30th.
CJ9.2 The COG shall submit quarterly reports to PSO/CJD that include:

- The number of current and potential grantees notified of PSO/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;
- The number and purpose of CJAC meetings held at which business relating to the services listed in this Agreement was conducted;
- The number of grant application workshops, workgroups, and/or subcommittee meetings conducted and the number of attendees at each event;
- The number of times the COG provided technical assistance to applicants (assistance with application processes);
- The number of times the COG provided technical assistance to grantees regarding the eGrants system (assistance with eGrants processes for funded projects);
- The number of Public Information Act requests or requests from the media received by the COG related to services in the current or prior Agreements;
- The number of strategic planning meetings conducted and the number of attendees at such meetings;
- Any other information requested by PSO/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 PSO/CJD. The quarterly reports will cover the following reporting periods unless an alternate schedule is mutually agreed upon by the contracting parties.

- September 1, 2018 through November 30, 2018 (Due: 12/30/18)
- December 1, 2018, through February 28, 2019 (Due: 3/30/19)
- March 1, 2019, through May 31, 2019 (Due: 6/30/19)
- June 1, 2019, through August 31, 2019 (Due: 9/30/19)

CJ10 Other

CJ10.1 Knowledge: The COG shall ensure that COG employees who work on PSO/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

*See quarterly report due dates for each reporting period specified herein.*
<table>
<thead>
<tr>
<th>Section</th>
<th>Requirement</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>CJ10.2</td>
<td><strong>Training:</strong> The COG shall ensure that one employee who works on PSO/CJD business attends and participates in mandatory training workshops, meetings, webinars and conference calls sponsored by PSO/CJD. The Executive Director of PSO or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.</td>
<td>Ongoing</td>
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<tr>
<td>CJ10.3</td>
<td><strong>Vacancies:</strong> The COG shall notify PSO/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 PSO/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>Ongoing</td>
</tr>
<tr>
<td>CJ10.4</td>
<td><strong>Accounting Systems:</strong> The COG shall have an accounting system that accounts for costs in accordance with generally accepted accounting standards or principles. The COG must propose and account for costs in a manner consistent with such standards or principles.</td>
<td>Ongoing</td>
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<tr>
<td>CJ10.5</td>
<td><strong>Access to Records, Records Retention:</strong> The COG shall:</td>
<td>Ongoing</td>
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<td></td>
<td>a. Maintain adequate record keeping procedures.</td>
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<td>b. Retain all records, regardless of format, related to the services and requirements identified in this Agreement (“Records”)</td>
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<td>c. Follow all legal requirements for maintaining the confidentiality and security of all Records.</td>
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<td>d. Provide originals or copies of all Records to PSO/CJD upon the request of PSO/CJD, auditors from the State of Texas, or auditors from the US Department of Justice (DOJ). The COG shall permit PSO/CJD or its designee, auditors from the State, or DOJ auditors to audit and inspect Records related to this Agreement at any time. The COG shall provide reasonable access to all Records required to accomplish a review of activities, services, expenditures, and the accuracy of reviews and reports. The COG shall also provide reasonable access to its employees by PSO/CJD or other designated representatives of the Office of the Governor, auditors from the State, or DOJ auditors. Access to Records is not limited to the required retention periods. PSO/CJD and any of its authorized representatives, including but not limited to auditors from the State or DOJ auditors, shall have access to any and all Records, for any reason, upon request for as long as the records are maintained.</td>
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<td>e. Retain the Records for a period of seven (7) years after the</td>
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final payment by PSO/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 PSO/CJD, and shall dispose of the Records in accordance with PSO/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. PSO/CJD reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of Records kept by the COG on work performed under this Agreement. | Ongoing |
INDEPENDENT CONTRACTOR AGREEMENT

Ark-Tex Regional Development Company, Inc., referred to in this Agreement as "CDC," and George Lewis, referred to in this Agreement as "ANALYST," hereby agree, for the mutual consideration contained herein, upon the terms and conditions hereinafter described.

I. Term. By this Agreement, CDC and ANALYST agree to a term of five years (60) months, commencing on October 1, 2018, and terminating on September 30, 2023. This association may only be terminated earlier as provided in Paragraph VI hereof.

II. Terms of Engagement of ANALYST. ANALYST shall provide financial analysis and loan application review of loan applications for CDC, as submitted by the Executive Director of CDC. ANALYST shall provide financial analysis of loan applicants as referred by CDC to ANALYST, and shall provide and complete such forms and loan summaries as may be required by the U.S. Small Business Administration (SBA) for review and approval of a loan application by SBA, subject to review and approval by CDC in its sole discretion. ANALYST shall comply with all Regulations and Standard Operating Procedures of the Small Business Administration and insure that all actions taken by ANALYST meet all requirements of the Small Business Administration. ANALYST shall maintain all information presented by CDC in strict confidence and shall not divulge any such information to any other party except authorized personnel of CDC, or SBA.

III. Compensation. As compensation ("Compensation") for actual services rendered under this Agreement, CDC shall pay ANALYST the sum of $50.00 per hour of billable time spent during the period of analysis under the terms of this agreement. No part of the compensation paid hereunder shall be charged directly to a small business receiving assistance from CDC. The source of Compensation to the Contractor is to be derived from CDC servicing and processing fees.

IV. Other Services. Contractor is prohibited from requiring a 504 applicant or borrower to purchase other services from the contractor as a condition of the contractor's performing CDC staff or management functions.

V. Expenses. ANALYST shall be solely responsible for all necessary expenses incurred by ANALYST in its performance hereunder, including but not limited to copies, telefax, long distance, and telephone expense.

VI. Termination. Either party to this agreement may terminate this Agreement, upon thirty (30) days written notice to the other party.

VII. Notices. All communications, notices, presentations and demands hereunder shall be in writing and mailed or delivered to the respective parties at the address set forth
for each party on the signature page hereof or any other address which the respective parties hereafter may designate in writing to the other parties for such purposes, and all such communications, notices, presentations and demands provided for herein shall be deemed to have been delivered on the date when actually delivered in person to the respective parties, or if mailed, then two (2) days following deposit in the U.S. Mail, PROVIDED that such mailing is by certified or registered mail, first class, with postage prepaid.

VIII. **Indemnification.** Each party hereby agrees to indemnify and hold the other party harmless against any and all liabilities, costs, damages, expenses and attorneys’ fees resulting from, or attributed to, the negligent acts or omissions of the other party.

IX. **Independent Contractor.** This Agreement does not constitute a hiring by either party. It is expressly agreed and stipulated by the parties hereto that ANALYST is an Independent Contractor, and ANALYST shall not be deemed nor construed to be an employee of CDC, or any of CDC enterprises within the meaning of the Worker's Compensation Act of the State of Texas or for federal tax purposes; and in the event the courts shall decide that, notwithstanding this stipulation, that ANALYST is such employee, then ANALYST elects and hereby gives notice in advance that he reserves all his rights at common law and under the statutes of Texas other than the Worker's Compensation Act, and will not be bound by said Texas Worker's Compensation Act. This Agreement shall not be construed as a partnership, and neither party hereto shall be liable for any obligation incurred by the other except as provided elsewhere herein. CDC shall not withhold from ANALYST fees payable hereunder any amounts or taxes or any other items. CDC shall not make any premium payments or contributions for any worker's compensation or unemployment compensation for ANALYST.

X. **Mandatory Arbitration.** Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement, shall on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with the provisions of the Texas General Arbitration Act, Articles 224 through 238-6 of the Revised Civil Statutes of Texas. Each of the parties to this Agreement shall appoint one person as an arbitrator to hear and determine the dispute, and if they shall be a third impartial arbitrator whose decision shall be final and conclusive upon the parties to this Agreement. The expenses of arbitration proceedings conducted pursuant to this Paragraph shall be borne by the parties in such proportions as the arbitrators shall decide.

XI. **Construction.** This contract shall be governed by the laws of the State of Texas and venue for any action shall be Bowie County, Texas. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. The prevailing party in any legal action for the enforcement of any of the terms and conditions of this Agreement
shall be entitled to recover all attorneys' fees, court costs and other expenses incurred in such action.

XII. **Severability.** 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, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

XIII. **Additional Provisions:**

The parties to this Agreement hereby agree to the following Additional Provisions:

i. "The ATRDC’s Board of Directors specifically acknowledges and retains the ultimate responsibility for all loan approvals and all loan servicing actions, 13 CFR § 120.823, and that such responsibility must be carried out independently of any control by ATCOG.”

ii. "No contractor or associate of the contractor may be a voting or non-voting member of the CDCs Board of Directors.”

iii. "The basis for its determination that the fees are customary and reasonable for similar services in the area.”

iv. "Additional compensation from CDC fee income such as multipliers or bonuses are not permitted.”

v. "Contract payments for professional services should not exceed 75% of the CDCs 504 processing and servicing income.”

XIV. **Entirety of Agreement.** This Agreement supersedes all other agreements, either oral or in writing, between the parties to this Agreement, with respect to the association of ANALYST and CDC, This Agreement contains the entire understanding of the parties and all of the covenants and agreements between the parties with respect to such association. This Agreement may only be amended by a written amendment executed by both parties.
EXECUTED on this 5th day of October, 2018

Address for Notices:
4808 Elizabeth Street
Texarkana, TX 75503

Address for Notices:
3214 Trammels Trace
Marshall, TX 75672

ARK-TEX REGIONAL DEVELOPMENT COMPANY, INC.

By: [Signature]
Chris Brown, Executive Director

LEWIS FINANCIAL SERVICES

By: [Signature]
George Lewis, Analyst