INTERLOCAL COOPERATION AGREEMENT

BETWEEN

THE PUBLIC SAFETY OFFICE WITHIN THE OFFICE OF THE GOVERNOR

AND

THE ARK-TEX COUNCIL OF GOVERNMENTS

SECTION 1. PARTIES TO AGREEMENT. The parties to this Agreement are the Public Safety Office within the Office of the Governor ("OOG") and Ark-Tex Council of Governments ("COG"). The OOG and the COG are referred to individually as a "Party" and collectively as the "Parties."

SECTION 2. AUTHORITY. This Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to Section 791.011, Texas Government Code, and Section 391.011(c), Texas Local Government Code.

SECTION 3. ATTACHMENTS INCORPORATED. Unless otherwise specified, all attachments or exhibits referenced in the Agreement are incorporated into and expressly made a part of the Agreement.

SECTION 4. COG RESPONSIBILITIES.

4.1. The COG's primary responsibilities under this Agreement are outlined in the Statements of Work set forth in Attachment A and Attachment B ("SOWs"). The COG shall comply with all terms of this Agreement and shall perform its responsibilities and provide the services detailed in this Agreement to the OOG, or its designee, and to current and potential Public Safety Office applicants and grantees in Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, and Titus counties ("the COG's Region"). The COG shall comply with any applicable federal, state, county, local, and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations in connection with its obligations under this Agreement.

4.2. The SOWs establish deadlines by which the COG must perform specific responsibilities under the Agreement, including the submission of information to the OOG. Time is of the essence with respect to these obligations, and the COG shall strictly comply with all deadlines outlined in the SOWs.

4.3. The COG shall establish and maintain a minimum of one "External Peer Review User" account in eGrants (https://egrants.gov.texas.gov/) and shall use such account to submit priority lists and upload all information required to be submitted to the OOG under this Agreement.

SECTION 5. OOG RESPONSIBILITIES.

5.1. The OOG shall reimburse the COG in accordance with the terms of this Agreement.

5.2. The OOG 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.

5.3. The OOG shall review and act upon submissions by the COG requiring OOG actions.

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

5.5. The OOG shall provide award documentation to each grantee that is awarded a grant by the OOG under one of the funding opportunities described in Section 5.6.

5.6. The OOG shall notify the COG when grant funds are awarded by the OOG to a grantee in the COG's Region under any of the funding opportunities listed in HS4.1 of Attachment A or CJ5.1 of Attachment B.

5.7. The OOG shall notify the COG when grant funds of a grant recipient in the COG's Region are placed on hold.

5.8. Upon determining the eligibility status of each grant application for the funding opportunities listed in HS4.1 of Attachment A and CJ5.1 of Attachment B from an applicant in the COG's Region, the OOG shall make the grant application available for the COG to review through eGrants.

SECTION 6. AGREEMENT AMOUNT.

6.1. In consideration of the services provided by the COG pursuant to Attachment A, the OOG agrees to compensate the COG for the services rendered at a rate of $2,150.23 per month for the months of September 2026 through July 2027, and the remaining balance of the total amount payable under Attachment A for services performed in August 2027, unless the provisions of Section 9.8 of this Agreement are invoked or deductions are made pursuant to Section 8 of this Agreement. The total payment for services provided under Attachment A shall not exceed $25,802.74.

6.2. In consideration of the services provided by the COG pursuant to Attachment B, the OOG agrees to compensate the COG for the services rendered at a rate of $5,377.94 per month for the months of September 2026 through July 2027, and the remaining balance of the total amount payable under Attachment B for services performed in August 2027, unless the provisions of Section 9.8 of this Agreement are invoked or deductions are made pursuant to Section 8 of this Agreement. The total payment for services provided under Attachment B shall not exceed $64,535.30.

6.3. The total payment by the OOG for the services provided by the COG under this Agreement shall not exceed $90,338.04.

SECTION 7. EFFECTIVE DATE AND TERM. This Agreement shall take effect on the date of last signature below and shall expire on August 31, 2027, unless it is amended, renewed,

extended, 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 processing of final payment necessarily extend beyond that date. This Agreement is subject to two one-year renewal options upon mutual agreement of the Parties, to be evidenced in writing prior to the expiration date of the initial term. The OOG may, in its sole discretion, with notice, extend this Agreement for up to three months if the OOG determines such an extension is necessary.

SECTION 8. FINANCIAL TERMS AND CONDITIONS.

8.1. Monthly Invoices. The COG shall submit a separate invoice for each SOW monthly, as specified in HS6.1 of Attachment A and CJ7.1 of Attachment B, detailing the services provided, the provisions of this Agreement to which the COG staff hours and services relate, and the amount billed.

8.2. Invoice Submission. Invoices shall be submitted to:

By email: ap@gov.texas.gov

By Mail:

Office of the Governor
Financial Services Division
P.O. Box 12428
Austin, Texas 78711-2878

8.3. Review and Approval; Prompt Payment. Each invoice is subject to review and approval by the OOG before payment. The OOG will review invoices and notify the COG of any errors in its invoice in accordance with the timeframe specified in Chapter 2251, Texas Government Code (the Texas Prompt Payment Act). Upon acceptance of the COG's performance and receipt of an acceptable invoice required to be submitted under this Section, as well as any information the OOG requires under Attachment A or Attachment B, the OOG will process payment to the COG in accordance with the Texas Prompt Payment Act. It is the policy of the OOG to make payment on a properly prepared and submitted invoice within thirty calendar days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.

8.4. Agreement Funding. The COG acknowledges and agrees:

8.4.1. Nothing in this Agreement creates an obligation or liability of the OOG more than the amounts delineated in this Agreement.

8.4.2. Funding for this Agreement is subject to the actual receipt by the OOG of funds appropriated to the OOG.

8.4.3. Funds, if any, received from the OOG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this Agreement.

8.4.4. Notwithstanding any other provision of this Agreement, if the OOG is not appropriated the funds, or if the OOG does not receive the appropriated funds, for this program, or if the funds appropriated to the OOG for this program are required to be reallocated to fund other state programs or purposes, the OOG may reduce the amounts specified in this Section or terminate this Agreement without cost or penalty.

8.5. COG Failure to Perform or Comply. If the Executive Director of the Public Safety Office ("Executive Director") determines the COG has failed to perform or comply with any of the terms, conditions, provisions, or requirements of this Agreement, the OOG may withhold a portion of one or more monthly payments in an amount to be determined by the Executive Director, or the OOG may terminate this Agreement. The COG may recoup withheld payments if, in the Executive Director's sole discretion, the COG demonstrates that it has taken appropriate corrective measures.

8.6. Changes in Monthly Payments. The OOG may authorize an increase or decrease in the amount of any monthly payment under this Agreement upon showing of good cause, as determined by the Executive Director. Any variation in a monthly payment amount will not affect the total payment amount specified in Sections 6.1 or 6.2.

8.7. Failure to Submit Required Information. If the COG fails to submit information required under either Attachment A or Attachment B of this Agreement to the OOG by the applicable deadline established in the relevant Attachment, the COG shall forfeit, for each failure, one-three hundred sixty fifth (1/365) of the total payment amount for services provided under such Attachment for each day the COG fails to submit the information required by such Attachment.

8.8. Timely Submission of Information. If the COG fails to submit required information to the OOG within ten calendar days after the deadline established in either Attachment A or Attachment B of this Agreement, the OOG 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 in accordance with this Agreement.

8.9. Final Invoice. The COG must submit the final invoice for payment under this Agreement no later than sixty calendar days after the expiration of this Agreement. The OOG is not obligated to pay an invoice submitted after that deadline unless the OOG approves the late submission in writing.

8.10. Final Payment Upon Completion. Final payment shall be made upon the satisfactory completion of the deliverables and services provided by the COG under this Agreement and the COG's delivery of a release of all claims against the OOG arising under or by virtue of this Agreement.

8.11. Continuation of Claims. Final payment under this Agreement or settlement upon termination shall not constitute a waiver of any claims the OOG has against the COG.

SECTION 9. OTHER TERMS AND CONDITIONS.

9.1. Independent Contractor. 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, and the OOG shall in no way be responsible for the acts or omissions of the COG. The COG shall be, and shall remain, liable in accordance with applicable law for 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, and the COG agrees to comply with all international, state, local, and federal laws, ordinances, or regulations applicable to any such persons.

9.2. Subcontractors.

9.2.1. The COG, in subcontracting for the provision of any services under this Agreement, expressly understands and agrees that the OOG shall not be liable in any manner or at any time to the COG's subcontractors.

9.2.2. If the COG determines it is necessary or expedient to subcontract for any of the services required by this Agreement, the following conditions will apply:

9.2.2.1. The COG shall (i) submit cost estimates; (ii) submit a copy of the proposed subcontract to the OOG if requested; and (iii) obtain the written approval from the OOG before subcontracting.

9.2.2.2. The COG may identify the OOG as the intended beneficiary of a subcontract, but COG is not authorized to execute any contract directly obligating the OOG to the payment for services or otherwise identifying the OOG as a party to any subcontract.

9.2.2.3. In no event shall any provision of the Agreement be construed as relieving the COG of the responsibility for ensuring that all services under the Agreement, and any subcontracts thereto, shall be rendered in compliance with all the terms of the Agreement.

9.2.2.4. The COG will be the sole point of contact for the OOG with respect to any services to be provided by the subcontractor, and any payments due to the subcontractor. The COG will identify a designated point of contact who shall be responsible for the coordination of all communications with the subcontractor.

9.2.2.5. The COG shall be solely and exclusively responsible for any payments and other claims due to subcontractors for work required by the Agreement. All payments to the COG for the actual, reasonable, and necessary expenses relating to

the use of subcontractors are subject to the COG's compliance with the terms and conditions of the Agreement.

9.2.2.6. In accordance with the Texas Prompt Payment Act, the COG shall, upon receipt of payment from the OOG, pay a subcontractor the appropriate share of the payment not later than ten calendar days after the date the COG receives the payment. Upon request of the OOG, the COG shall promptly provide documentation in a form acceptable to the OOG to support confirmation of payments made by the COG to a subcontractor. Any failure to promptly pay subcontractors as required by this Section may result in termination of the Agreement for cause.

9.2.2.7. The COG shall include a term in any subcontracts that places subcontractors on notice that the subcontract is subject to certain terms and conditions of the Agreement and provides that, in the event of any conflict between the terms of the subcontract and the Agreement, the Agreement shall prevail.

9.3. Amendments. Except as stated herein, the Agreement may be amended only upon written agreement signed by the Parties. The Parties stipulate and agree that any other acts, oral statements, or representations by either Party, their agents or employees that purport to amend the Agreement, including increasing the liability of the OOG or modifying the SOWs, is voidable by the OOG, unless the Agreement is amended in writing to increase the liability of the OOG or modify the SOWs.

Notwithstanding the paragraph above, the OOG reserves the right to amend the Agreement through execution of a unilateral amendment, which the OOG may provide to the COG: (i) to correct an obvious clerical error in the Agreement; (ii) to incorporate new or revised federal or state laws, regulations, rules, or policies that are required to be included as part of the Agreement; (iii) to change the designated OOG contact person or mailing address; or (iv) to change the COG's contact person or mailing address.

9.4. No Assignment. No right or obligation under the Agreement may be assigned without the prior written approval of the OOG; any attempted assignment made in violation of this provision shall be voidable by the OOG.

9.5. Audit, Access to Records, Records Retention.

9.5.1. Full Cooperation. The COG will cooperate fully in any monitoring, inspection, assessment, review, or audit conducted by the OOG or its authorized representatives related to any services provided under the Agreement or billed to the OOG. The COG will remedy within thirty calendar days any weaknesses, deficiencies, Agreement noncompliance, or audit exceptions found in a review by the OOG or its authorized representatives. Such remedy may include a refund or offset of Agreement payments, or any other appropriate actions deemed necessary by the OOG. The COG's failure to comply with this requirement shall be grounds for termination of the Agreement for reason of default.

9.5.2. Access to Information. The OOG, through any of its authorized representatives, shall have access to books, records, documents, financial records, and any other information pertinent to performance of all work under the Agreement for the purposes of audit, review, inspection, and copying, . This right of access applies to services provided or performed by, or financial records pertaining to, all subcontracts and subcontractors. The COG shall provide proper facilities for such access and inspection, or otherwise promptly make such records available to the OOG or its authorized representatives through the production or copying of any documents or information required by the OOG at the COG's expense.

9.5.3. Maintenance of Adequate Records. The COG shall maintain adequate records to support its charges, procedures, and performances for all work relating to the Agreement. Records shall be maintained by the COG and made available to the OOG and its authorized representatives during the term of the Agreement and thereafter until the later of the expiration of: (i) seven years from date of final payment by the OOG for the services provided under the Agreement; or (ii) seven years from date of final completion of any audit, dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.

9.5.4. State Auditor's Office. In addition to, and without limitation on other audit provisions of the Agreement, pursuant to Section 2262.154, Texas Government Code, the Texas State Auditor's Office may conduct an audit or investigation of the COG or any other entity or person receiving funds from the OOG directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds by the COG or any other entity or person directly under the Agreement or indirectly through a subcontract under the Agreement is acceptance of the authority of the Texas State Auditor's Office to conduct an audit or investigation in connection with those funds. The COG or other entity that is the subject of an audit or investigation by the Texas State Auditor's Office must provide the Texas State Auditor's Office with access to any information the Texas State Auditor's Office considers relevant to the investigation or audit. The COG further agrees to cooperate fully with the Texas State Auditor's Office in the conduct of the audit or investigation, including providing all records requested.

The COG shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the COG and the requirement to cooperate is included in any subcontract it awards. The Texas State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the COG related to the Agreement.

9.6. No Third-Party Beneficiary Rights. The Agreement is not intended to and shall not be construed to give any third party any interest or rights, including, without limitation, any third-party beneficiary rights, with respect to or in connection with any agreement, subcontract, or provision contained herein or contemplated hereby.

9.7. Default, Remedies, and Opportunity to Cure.

9.7.1. Notice of Possible Default. The OOG, in its sole discretion and based on information from monitoring, audit, or other verifiable sources, will determine whether the COG has acted or failed to act in such a manner that gives rise to an act of possible default under the Agreement. The OOG shall give written notice to the COG setting out the circumstances that support the OOG's determination of possible default and specify the time period by which the COG must cure the possible default.

9.7.2. Remedies in the Event of Possible Default. Upon the OOG's determination of possible default, the OOG, in its sole discretion, may terminate the Agreement for cause or take other actions the OOG determines are necessary to remedy the possible default, including, but not limited to:

9.7.2.1. Withholding or recouping payments made to the COG or imposing other sanctions based on specific violations of Agreement requirements;

9.7.2.2. Requiring the COG cure the possible default within a reasonable time period specified by the OOG and to provide the OOG with sufficient information that supports a finding of cure by the OOG;

9.7.2.3. Requiring the COG to take specific corrective actions to achieve or remain in compliance with any contractual term;

9.7.2.4. Suspending or limiting the receipt of any services and placing conditions on any such suspensions or limitations;

9.7.2.5. Requiring the removal of any employee of the COG or any subcontractor from providing services under the Agreement; and

9.7.2.6. Imposing special conditions on the COG to ensure compliance with the Agreement, including, but not limited to, the imposition of additional procedures to ensure the proper delivery of services or to support payments to the COG, or the suspension, abeyance, or removal of any contractual rights of the COG.

9.7.3. Cure. If the OOG is satisfied the COG has cured the possible default within the time specified in the written notice provided by the OOG in accordance with Section 9.7.1, the OOG will provide written notice to the COG. The OOG will exercise good faith and reasonableness in determining, in the sole discretion of the OOG, whether the COG has cured the possible default. If, in the sole discretion of the Executive Director, the Executive Director determines the COG has taken appropriate corrective measures, the COG may recoup withheld or offset payment amounts.

9.7.4. Repeated Acts of Possible Default. If the COG commits more than two independent acts of possible default, even if each possible default was cured, the OOG may declare the COG to be in default of the Agreement.

9.7.5. Default. If the OOG is not satisfied that the COG has cured a possible default within the time period specified by the OOG, or that the COG has committed repeated acts of

possible default, as specified in Section 9.7.4, the COG shall be in default hereunder, and the OOG shall give written notice to the COG declaring such default.

9.7.6. Notice From OOG Not Required. Notwithstanding any other provision of the Agreement, the OOG is not required to give the COG any notice of default or an opportunity to cure to exercise the OOG's right to terminate for cause.

9.8. Termination.

9.8.1. Convenience. The OOG may, in its sole discretion and at its sole option, terminate the Agreement, in whole or in part, without recourse or penalty, by notifying the COG in writing of such termination. Such notification of termination shall state the effective date of such termination and if no effective date is specified, the termination shall be effective upon the date of the notification.

9.8.2. Agreed Termination. The OOG and the COG may mutually agree to terminate the Agreement.

9.8.3. Cause or Default. In the event the COG fails to perform or comply with an obligation or a term, condition, or provision of the Agreement, or if the COG is in default and has failed to cure such default after having received notice and an opportunity to cure, the OOG may terminate all or any part of the Agreement for cause. If the COG's breach is based on repeated acts of default or is of a nature such that it cannot be cured within thirty calendar days, then the OOG may terminate all or any part of the Agreement immediately without opportunity to cure. In either case, the OOG will notify the COG of the default. Such notification of termination shall state the effective date of such termination, and if no effective date is specified, the termination shall be effective upon the date the notification was sent.

9.8.4. Rights Upon Termination or Expiration.

9.8.4.1. Cessation of Work. Upon receipt of written notice to terminate or upon final expiration of the Agreement, the COG shall immediately discontinue providing the specified services as of the effective date of termination or expiration, unless the OOG directs otherwise.

9.8.4.2. Liability for Payments. The OOG shall be liable for payment only for the portion of work authorized by the OOG in writing, completed prior to the effective date of termination or expiration, and accepted by the OOG. The OOG shall not be liable for any damages, claims, losses, or any other amounts arising from or related to any such termination or expiration, or for any work performed that: (i) is not accepted by the OOG; (ii) does not meet Agreement requirements; (iii) was performed after the effective date of termination; or (iv) after the OOG rescinded its approval or acceptance.

9.8.4.3. Return and Ownership of Works and Materials. Subject to any requirements of the COG to provide end of Agreement transition services, the COG shall promptly deliver or otherwise make available to the OOG at the COG's expense, all works, and such other information and materials as may have been accumulated by the COG in providing services under the Agreement, whether completed or in process. Upon termination or expiration, the OOG may take over the services prescribed by the Agreement and pursue the same to completion by contracting with another party or otherwise. All works, including services, produced by the COG and paid for by the OOG shall become and/or remain the property of the OOG as further described in the Agreement.

9.8.4.4. Remedies. Notwithstanding any exercise by the OOG of its rights of early termination, the COG shall not be relieved of any liability to the OOG for damages due to the OOG by virtue of any breach of the Agreement by the COG or for amounts otherwise due the OOG by the COG. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under the Agreement to enforce the terms of the Agreement, or to recover damages for the breach of any agreement being derived from the Agreement. The COG shall remain liable for all covenants and indemnities under the Agreement and for all costs and expenses, including court costs, incurred by the OOG with respect to the enforcement of any of the remedies listed in the Agreement.

9.9. Applicable Law and Venue.

9.9.1. State of Texas Law. 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.

9.9.2. Venue. Venue for any COG-initiated action, suit, litigation, or other proceeding arising out of or in any way relating to this Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas – Austin Division. Venue for any OOG-initiated action, suit, litigation, or other proceeding arising out of or in any way relating to this Agreement may be commenced in a Texas state district court or a United States District Court selected by the OOG in its sole discretion.

9.9.3. Consent to Jurisdiction. The COG hereby irrevocably and unconditionally consents to the jurisdiction of the courts referenced in this Section 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.

9.10. Actions or Citations. The COG shall provide immediate written notice to the OOG 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.

9.11. Dispute Resolution.

9.11.1. Informal Meetings. The Parties' representatives will meet as needed to implement the terms of the Agreement and will make a good faith effort to informally resolve any disputes.

9.11.2. Dispute Resolution. If Chapter 2260, Texas Government Code, is applicable, disputes arising under the Agreement shall be resolved in accordance with the dispute resolution process provided therein.

9.11.3. Continued Performance. The COG shall not be excused from performance during any pending dispute, unless approved in writing by the OOG.

9.12. Force Majeure. Neither the COG nor the OOG 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, and exercise due diligence to overcome such force majeure, or otherwise waive this right as a defense. If non-performance continues for more than thirty calendar days, the OOG may terminate the Agreement with no further notice to the COG.

9.13. 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.

9.14. No Waiver of Immunity. The OOG is immune from suit and from liability. No part of the Agreement, nor the conduct or statement of any person, will be construed as a waiver of sovereign immunity or official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG, and/or the State of Texas, or their officers, employees, or agents as provided by law.

9.15. Fraud, Waste, or Abuse. The COG understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. 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 the OOG, 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 ongoing investigation. All notices 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.

9.16. Texas Public Information Act. The COG acknowledges that the State of Texas, the OOG, and the Agreement are subject to the Texas Public Information Act (the "Act"). The COG agrees that all information created or exchanged in connection with the Agreement is subject to the Act. The COG will cooperate with the OOG in the production of documents or information responsive to a request for information. Information provided by the COG in connection with the Agreement that the COG considers proprietary, financial, or trade secret information (collectively, Confidential Information) shall be designated as such when it is provided to the OOG. The OOG will notify the COG if all or part of the Confidential Information is requested under the Act. Failure of the COG to timely respond to such notification may result in the release of all or part of the Confidential Information as public information. It is the COG's obligation to timely submit briefing to the Office of the Attorney General of Texas in accordance with the Act, setting forth the legal basis upon which the requested information should remain confidential. The OOG assumes no responsibility for asserting legal arguments to the Office of the Attorney General of Texas on behalf of the COG.

The COG will notify the OOG within twenty-four hours of receipt of any third-party requests for information that was provided to the COG by the OOG. The COG agrees that information not otherwise excepted from disclosure under the Act, will be available in PDF, Microsoft Word, Microsoft Power Point or Microsoft Excel formats at no charge to the OOG or the State of Texas.

9.17. Information Security and Privacy. The COG shall employ and maintain appropriate information security procedures to protect against the unauthorized acquisition, use, or disclosure of any personal information under applicable laws, including Personal Identifying Information or Sensitive Personal Information as those terms are defined in Chapter 521, Texas Business and Commerce Code, that it receives, compiles, or creates as a result of the Agreement to ensure compliance with any agency requirements of the OOG and/or any applicable international, federal, state, or local laws, regulations, and ordinances. Unless required by law to disclose, the COG agrees to maintain the confidentiality of information received from the OOG or the State of Texas during the performance of the Agreement, including, but not limited to, Sensitive Personal Information, Personally Identifying Information, personal financial information, financial account numbers, account access information, computer passwords, social security numbers or information that is confidential by law or otherwise subject to a lawful exception from disclosure. In the event of an unauthorized acquisition, use, or disclosure of the OOG's information by the COG, its employees, representatives, subcontractors or other agents in the performance of the COG's duties, the COG shall: (i) immediately notify the OOG in writing; (ii) assume and comply with any applicable remedial requirements required by law; (iii) bear all costs of such compliance and remediation; and (iv) provide the OOG with information regarding the breach and the progress of any remedial efforts if requested. The obligations of the COG under this Section will survive the COG and must be included in all subcontracts in which the subcontractor may have access to personal information.

The COG shall endorse the OOG's requirements and adhere to the State of Texas' and the OOG's Information Technology Security Standards. From time-to-time and on the request of the OOG, the COG may be required to execute written information security or non-disclosure agreements as deemed necessary by the OOG to strictly comply with any applicable confidentiality or information security requirements or applicable laws, regulations, and protective orders. The COG is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities may include, but are not limited to identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the Agreement. In addition, the OOG may periodically assess the COG's privacy and security services provisioned to providing the goods and services under the COG to ensure all Agreement obligations are being met and to manage and mitigate risk.

To the extent applicable, if the COG is authorized to access, transmit, use, or store data for the OOG, the COG must meet the security controls the OOG determines are proportionate with the OOG's risk under the COG based on the sensitivity of the OOG's data. The COG must periodically provide to the OOG evidence that the COG meets the security controls required under the Agreement.

9.18. Artificial Intelligence Disclosure. The COG certifies that the COG shall disclose each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Agreement. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. The COG agrees not to use an artificial intelligence system to perform the Agreement without the prior written consent of the OOG.

9.19. Buy Texas. The COG represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.

9.20. Debt to State. The COG acknowledges and agrees that, to the extent the COG owes any debt or delinquent taxes to the State of Texas, any payments the COG is owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes the COG owes the State of Texas until the debt or delinquent taxes are paid in full.

9.21. Debarment and Suspension. The COG understands that the OOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and the COG certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; that it is in compliance with Texas statutes and rules; and that it is not listed on the federal government's terrorism watch list.

9.22. Clean Air and Water Pollution Control. If the total amount of this Agreement, as listed in Section 6.3, 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).

9.23. 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, Code of Federal Regulations.

9.24. Lobbying. If the total amount of this Agreement, as listed in Section 6.3, is in excess of $100,000, the COG certifies that it will not use 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 also agrees to 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 the OOG's Authorized Representative.

9.25. Israel. If the COG is required to make a certification pursuant to Section 2271.002, Texas Government Code, the COG certifies that the COG: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

9.26. Firearm Entities or Firearm Trade Associations. If the COG is required to make a certification pursuant to Section 2274.002, Texas Government Code, the COG certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the COG does not make that certification, the COG must state why the certification is not required.

9.27. Energy Companies. If the COG is required to make a certification pursuant to Section 2276.002, Texas Government Code, the COG certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the COG does not make that certification, the COG must state why the certification is not required.

9.28. Iran, Sudan, or Foreign Terrorist Organization. The COG represents that neither the COG, nor any affiliate of the COG, (i) is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code; (ii) constitutes a "scrutinized company" as defined by Section 2270.0001(9), Texas Government Code; or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code.

9.29. U.S. Department of Homeland Security's E-verify System. The COG certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system, as required by Chapter 673, Texas Government Code, to determine the eligibility of: (1) All persons employed to perform duties

within Texas, during the term of the Agreement; and (2) all persons employed, including subcontractors, by the COG assigned to perform work pursuant to the Agreement, within the United States of America. If this certification is falsely made, the Agreement may be immediately terminated, at the discretion of the OOG and at no fault to the OOG, with no prior notification.

9.30. No Prior Disaster Relief Violations. The OOG is prohibited from entering a contract with an entity which, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004, Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053, Texas Government Code, the COG certifies that it is not ineligible from entering into this Agreement and will remain compliant with this certification during the term of this Agreement. The COG acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate or false.

9.31. Technology Accessibility Requirements. If applicable, the COG will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the COG shall provide the Department of Information Resources with the URL to the COG's Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

9.32. Americans With Disabilities Act. The COG represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

9.33. Equal Employment Opportunity. The COG represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

9.34. Immigration. The COG represents and warrants that the COG shall comply with all applicable U.S. immigration laws with respect to the employment of any individual who will perform labor or services in the U.S. under this Agreement.

9.35. Conflicts of Interest. Notwithstanding anything herein to the contrary, the COG shall ensure that all its public officials, as defined in Section 573.001(3), Texas Government Code, comply with the nepotism provisions of such Chapter 573.

9.36. Cybersecurity Training. To the extent the COG has access to any state computer system or database, the COG must complete a cybersecurity training program certified under Section

2054.519, Texas Government Code, as selected by the OOG. The COG shall verify completion of the program to the OOG in writing upon completion of the program.

9.37. Human Trafficking. The COG certifies it is not ineligible to receive this Agreement under Section 2155.0061, Texas Government Code, and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

9.38. Prohibited Bids and Agreements. Under Section 2155.004, Texas Government Code, the COG certifies that the COG is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

9.39. Gift to Public Servant. The COG warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Agreement.

9.40. Former Executive Head and Employees of the Agency. The COG certifies that this Agreement is compliant, and will remain in compliance during the Agreement term, with the following sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Prohibiting employment of state officers and employees who participated in the procurement of services); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

9.41. Required Certifications. The OOG certifies that it has the authority to perform acts necessary to fulfill its responsibilities under this Agreement by authority granted in Sections 421.072 and 772.006, Texas Government Code. The COG further certifies that it has authority to perform acts necessary to fulfill its responsibilities under this Agreement by the authority granted in Section 391.011(c), Texas Local Government Code, and that this Agreement is authorized by the COG's governing body.

9.42. COVID-19 Vaccine Passport Prohibition. The COG certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the COG's business. The COG acknowledges that such a vaccine or recovery requirement would make the COG ineligible for a state-funded contract.

SECTION 10. NOTICES. Any notice required or permitted under this Agreement by one Party to the other Party must be in writing and correspond with the contact information noted in this Section. Any notice required or permitted to be given under the Agreement may be given by regular first-class mail and/or email and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving Party at the address specified in this Section. At all times, the COG will maintain and monitor at least one active email address for the receipt of Agreement-related communications from the OOG. It is the COG's responsibility to monitor this email address for Agreement-related information.

OOG **COG**

Shelby Vaughan
Compliance Coordinator
Public Safety Office
Office of the Governor
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Executive Director
Ark-Tex Council of Governments
4808 Elizabeth St
Texarkana, Texas 75503
mrudel@atcog.org

SECTION 11. INDEMNIFICATION OR DAMAGE CLAIMS.

TO THE EXTENT ALLOWED BY LAW, THE COG SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND THE OOG, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, DESIGNEES, AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE COG OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE COG IN THE EXECUTION OF PERFORMANCE OF THIS AGREEMENT. THE COG SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE OOG. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE COG TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS OR THE OOG FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE OOG OR ITS EMPLOYEES.

SECTION 12. TAXES/WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE.

THE COG IS FULLY RESPONSIBLE FOR ITS OWN FEDERAL, STATE, AND LOCAL TAXES. THE COG AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, THE COG SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF THE COG'S AND ITS EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. THE COG AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE OOG AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE COG, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE OOG.

SECTION 13. SEVERABILITY. If any part or provision of this Agreement is held invalid, such invalidity shall not affect any other part or provision that can be given effect without the

invalid part or provision, and to this end all parts and provisions of this Agreement are declared to be severable.

SECTION 14. SURVIVAL OF PROMISES. Expiration or termination of this Agreement for any reason does not release the COG from any provision pertaining to return of funds, confidentiality, limitation of liability, indemnification, audit rights, records retention, dispute resolution, sovereign immunity, governing law, venue, or appropriated funds.

SECTION 15. FALSE STATEMENTS. By signature to this Agreement, the COG makes all the representations, warranties, guarantees, certifications, and affirmations included in this Agreement. If the COG signs this Agreement with a false statement or it is subsequently determined that the COG has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Agreement, the COG shall be in default under this Agreement and the OOG may terminate or void this Agreement for cause and pursue other remedies available to the OOG under this Agreement and applicable law.

SECTION 16. ENTIRE AGREEMENT. This Agreement, upon taking effect, represents the entire agreement between the Parties hereto. This Agreement supersedes all prior agreements between the Parties, whether written or oral.

SECTION 17. COG CERTIFICATIONS. By agreeing to and signing this Agreement, the COG makes all certifications, representations, and warranties required by this Agreement, and agrees that payments under this Agreement can be withheld and this Agreement terminated, without further notice, if the certifications, representations, or warranties required by this Agreement are inaccurate or false.

SECTION 18. PARTY CERTIFICATIONS. The Parties certify: (1) the proposed arrangements are necessary and essential for activities that are properly within the statutory functions and programs of the affected agency; (2) the proposed arrangements serve the interest of efficient and economical administration of state government; (3) there are no services, supplies, or materials contracted for in this Agreement that are required by Article 16, Section 21, Texas Constitution, to be supplies under contract given to the lowest responsible bidder; and (4) the Parties have the authority to enter into this Agreement or, if required by applicable laws, have obtained the authority of its governing body to enter into this Agreement.

SECTION 19. AUTHORIZED REPRESENTATIVES. For purposes of administering and implementing this Agreement, the Executive Director of the Public Safety Office is the person authorized to represent the OOG, and the Executive Director of the COG is the person authorized to represent the COG.

SECTION 20. SIGNATORIES. IN WITNESS WHEREOF, the undersigned representatives have the authority to execute and agree to this Agreement on behalf of their respective represented Party, and hereby execute this Agreement to be effective as of the date stated above.

PART A: SPECIFIC TERMS AND CONDITIONS

OFFICE OF THE GOVERNOR

"Signature On File"

Chief of Staff or Designee
Office of the Governor

Date: 8/27/26

ARK-TEX COUNCIL OF GOVERNMENTS

"Signature On File"

Mary Beth Rudel
Executive Director

Date: 8/25/26

Statement of Work (Attachment A)
Public Safety Office ("PSO")
Homeland Security Services

Task #	Task Description/Deliverable	Due Date
HS1	**Local Policies or Bylaws**	
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. Applicant attendance requirements for prioritization meetings; b. Review and prioritization process of grant applications; c. COG's authorized governing body review and approval process of the priority list; d. COG's strategic vision related to homeland security issues; e. Conflicts of interest; f. Compliance with the requirements described in Chapter 551, Texas Government Code (Texas Open Meetings Act); g. Local funding recommendation limitations, including but not limited to minimum or maximum application requested amounts, competition cycles, or decreasing fund ratios, if applicable; and h. Grant application workshop attendance requirements, if applicable. The COG's policies may not require payment of membership dues 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; provide such policies and bylaws to interested parties upon request; and post relevant policies and bylaws to the COG's website.	Ongoing
HS2	**Technical Assistance**	
HS2.1	The COG shall make available to potential applicants in the COG's region the following:	At least 30 calendar days prior to the

	a. Priorities identified by the COG related to homeland security issues; b. How the COG reviews and prioritizes projects, including but not limited to, 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; c. Information related to the availability of training materials, or other documents regarding PSO grant application creation, available on the eGrants website at: https://egrants.gov.texas.gov/; and d. Information regarding grant application workshop attendance requirements, if applicable. The COG may choose, at the COG's discretion, to conduct grant application workshops, workgroups, and/or subcommittees to provide technical assistance to potential applicants in the COG's Region for the PSO homeland security funding opportunities consistent with the COG's policies and procedures.	PSO eGrants application submission deadline
HS2.2	The COG shall inform applicants/grantees that PSO employees are assigned to each application/grant in eGrants and that the applicant/grantee may contact these personnel, or the eGrants Help Desk, for assistance with grant-related questions and issues. The COG may inform applicants/grantees that technical assistance is available through the COG and, upon request, the COG shall coordinate with the PSO to provide technical assistance to applicants and grantees.	Ongoing
HS2.3	The COG shall make the current OOG State Homeland Security Grant Program (SHSP) funding opportunity publicly available on the COG's website by either posting the opportunity or providing a link to the eGrants funding announcements found at: https://egrants.gov.texas.gov/fundingopp.	At least 14 calendar days prior to any COG imposed application submission deadline and at least 30 calendar days prior to the PSO eGrants application submission deadline
HS3	**Oversight of the Homeland Security Advisory Committee**	

HS3.1	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. Upon request from the PSO, the COG shall provide a complete list of HSAC members, and any requested information related to HSAC scoring/prioritization meetings.	Ongoing
HS3.2	**Conflict of Interest:** The COG shall ensure that members of the COG's governing body, the HSAC, and COG staff abstain from scoring and voting on any grant application, other than a grant application submitted by a COG, during the prioritization process if the member or an individual related to the member within the third degree by consanguinity or within the second degree by affinity: a. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded; b. Serves on any governing board that oversees the unit or division that would administer the grant, if awarded; c. Owns or controls any interest in a business entity or other non-governmental organization that benefits, directly or indirectly, from activities with the applicant agency; or d. Receives any funds, or a substantial amount of tangible goods or services, from the applicant agency as a result of the grant, if awarded. If a HSAC member has a conflict of interest regarding a particular grant application, the COG will ensure that the member abstains from voting, commenting, or otherwise influencing the prioritization process for that application. If the COG learns that any applicant, HSAC member, COG personnel, or other individual has reason to believe that favoritism or inappropriate actions occurred during the scoring or prioritization of PSO homeland security projects, the COG shall notify the PSO of the concerns as soon as possible.	Ongoing
HS3.3	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 the PSO.	Ongoing

	The COG shall document all HSAC proceedings related to PSO 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 an HSAC member who attended the meeting.	
HS3.4	The COG shall ensure that all COG governing board meetings and HSAC meetings at which PSO homeland security-related matters are discussed comply with the requirements of Chapter 551, Texas Government Code (Texas Open Meetings Act).	Ongoing
HS4	**Application Prioritization Process**	
HS4.1	The COG shall ensure that: a. The HSAC considers and prioritizes all grant applications received by the COG from the PSO under the SHSP; b. The HSAC prioritizes the applications utilizing a risk-informed methodology (process) informed by the region's Threat and Hazard Identification and Risk Assessment (THIRA), Stakeholder Preparedness Report (SPR), and the Texas Homeland Security Strategic Plan – Implementation Plan (HSSP-IP); c. The COG provides HSAC members with copies of the region's applications, 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 homeland security funding opportunity; d. The COG tabulates scores or votes and/or compiles an accurate priority list for submission to the PSO using the format required by the PSO and, in the event of a tie, the COG will break all ties; and e. The COG's authorized governing body reviews and approves the HSAC priority listings **prior** to submitting them to the PSO in compliance with the applicable provisions of Title 1, Part 1, Chapter 3, Texas Administrative Code.	Ongoing

HS4.2	The COG shall ensure that funding recommendations on grant applications are based upon: a. Any state strategies identified by the PSO within the PSO funding announcement; b. Homeland security priorities identified through the COG's risk-informed project prioritization methodology as informed by the THIRA, 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
HS4.3	The COG shall notify all applicants in writing of the region's approved prioritization results in HS4.1.a. The notice must state: "After the HSAC prioritizes the grant applications and the COG's authorized governing body approves the priority listing, the COG submits the priority listing to the PSO. Based upon the COG's priority listing, the PSO 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 applicants of any changes in the funding recommendations."	On or before the 14th calendar day after the authorized governing body approval
HS4.4	The COG shall submit, through eGrants, the approved priority listing for the SHSP, including recommended funding amounts. The COG's authorized governing body **must approve** the priority listing **prior to submission** to the PSO. The priority listing is the sole means of communicating COG grant allocation recommendations from the COG to the PSO. The priority listing is one element upon which the PSO 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 the PSO.	**Approved** priority list must be submitted into eGrants on or before the 14th calendar day after the OOG batches applications to the COG
HS4.5	The COG shall upload into eGrants a signed resolution or approved meeting minutes containing the authorized governing body's approval of the SHSP priority list. The COG must label the file(s) with the relevant Task Number and a short description of the information in each file.	On or before the 45th calendar day from the date the OOG batches applications to the COG

HS4.6	Upon request, the COG shall provide current grantees and other requestors 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.	Ongoing
HS5	**Cooperation with the PSO**	
HS5.1	The COG shall identify and make available a minimum of two COG personnel to assist the PSO with scoring Non-Profit Security Grant Program (NSGP) applications. Designated COG personnel shall: a. Attend an NSGP Application Scoring Webinar hosted by the PSO; b. Complete a non-disclosure agreement prior to reviewing any NPSG applications; c. Utilize a PSO-prescribed scoresheet to evaluate each application based on the scoring criteria; and d. Submit completed scoresheets to the PSO using the PSO-prescribed method by the deadline specified by the PSO.	On or before January 30, 2027, the COG will provide the PSO with scorer names and contact information The scorers must be available on an as-needed basis
HS5.2	The COG shall: a. Fully cooperate with the PSO, its authorized representatives, and PSO designated partners or contractors; b. Provide sufficient personnel, equipment, materials, supplies, and facilities to perform the duties and responsibilities listed in this Agreement, and to support the HSAC and its meetings related to PSO business; c. Ensure that all COG personnel who work on PSO homeland security-related business are qualified by their education, training, and experience to fulfill the responsibilities of the position for which they are employed; d. Prepare and submit all forms, reports, and records required by the PSO in accordance with PSO-established deadlines; and e. Provide general services and coordination activities for homeland security and related topics throughout the year. Such services may include providing feedback on, input to, or communicating the PSO's real or proposed priorities to constituents and others within the COG Region.	Ongoing

HS5.3	The COG shall notify the PSO of any Public Information Act or media request received by the COG relating to any application for PSO homeland security grant funding or PSO homeland security grant-funded program no later than one 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 the PSO the opportunity to review any OOG-originated materials and information prior to release, if requested by the PSO. The COG shall also notify the PSO as to its response to any Public Information Act or media request received by the COG relating to any application for PSO funding or PSO-funded grant program no later than one 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.	Ongoing
HS6	**Reporting**	
HS6.1	The COG shall submit **monthly** invoices to the PSO that include: a. The requested payment amount for the services provided during the prior month; b. A brief description of the activities related to this Agreement the COG completed during the billing cycle; c. The total number of COG staff hours spent on activities related to this Agreement during the billing cycle; 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 the PSO.	By the 30th of each month* *e.g., Report for September services due October 30th.
HS7	**Other**	
HS7.1	**Knowledge:** The COG shall ensure that COG employees who work on PSO homeland security business have a working knowledge of the OOG's Guide to Grants; Texas Grant Management Standards; 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 HS4.1.	Ongoing

HS7.2	**Training:** The COG shall ensure that one employee who works on PSO homeland security business attends and participates in mandatory training workshops, meetings, webinars, and conference calls sponsored by the PSO. The Executive Director of the PSO or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.	Ongoing
HS7.3	**Vacancies:** The COG shall notify the PSO of a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the vacancy. The COG shall also notify the PSO when a replacement is hired to fill a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the replacement's hire date.	Ongoing
HS7.4	**Accounting Systems:** The COG shall have an accounting system that accounts for costs in accordance with generally accepted accounting standards or principles. The COG must propose and account for costs in a manner consistent with such standards or principles.	Ongoing
HS7.5	**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 the PSO upon the request of the PSO, auditors from the State of Texas, or auditors from the Department of Homeland Security (DHS). The COG shall permit the PSO 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 the PSO 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. The PSO and any of its authorized representatives, including but not limited to auditors from the State or DHS auditors, shall have access to all Records, for any reason, upon request for as long as the records are maintained. e. Retain the Records for a period of seven years after the final payment by the PSO 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	Ongoing

	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 the PSO, and shall dispose of the Records in accordance with the PSO'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.	
HS7.6	**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.	Ongoing

Statement of Work (Attachment B)
Public Safety Office ("PSO")
Criminal Justice Services

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. Applicant attendance requirements for prioritization meetings; b. Prioritization process of grant applications; c. COG's authorized governing body review and approval process of the priority lists; d. COG's strategic vision related to criminal justice issues; e. Conflicts of interest; f. Compliance with the requirements described in Chapter 551, Texas Government Code (Texas Open Meetings Act); g. Local funding recommendation limitations, including but not limited to minimum or maximum application requested amounts, competition cycles, or decreasing fund ratios, if applicable; and h. Grant application workshop attendance requirements, if applicable. The COG's policies may not require payment of membership dues 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; provide such policies and bylaws to interested parties upon request; and post such policies and bylaws to the COG's website.	Ongoing
CJ2	**Technical Assistance**	
CJ2.1	The COG shall make available to potential applicants in the COG's region the following: a. Priorities identified by the COG related to criminal justice issues; b. How the COG reviews and prioritizes projects, including but not limited to, the region's methodology for risk-informed scoring/prioritization, scoring instruments, the criteria used in	At least 30 calendar days prior to the PSO eGrants application submission deadline

	scoring/prioritizing applications, and other relevant materials that affect the COG's prioritization process; c. Information related to the availability of training materials, or other documents regarding PSO grant application creation, available on the eGrants website at: egrants.gov.texas.gov; and d. Information regarding grant application workshop attendance requirements, if applicable. The COG may choose, at the COG's discretion, to conduct grant application workshops, workgroups, and/or subcommittees to provide technical assistance to potential applicants in the COG's Region for PSO criminal justice funding opportunities consistent with the COG's policies and procedures.	
CJ2.2	The COG shall inform applicants/grantees that PSO employees are assigned to each application/grant in eGrants and that the applicant/grantee may contact these personnel, or the eGrants Help Desk, for assistance with grant-related questions and issues. The COG may inform applicants/grantees that technical assistance is available through the COG and, upon request, the COG shall coordinate with the PSO to provide technical assistance to applicants and grantees.	Ongoing
CJ2.3	The COG shall make OOG funding opportunities listed in CJ5.1.a publicly available on the COG's website by either posting those opportunities or providing a link to the eGrants funding announcements found at: https://egrants.gov.texas.gov/fundingopp.	At least 14 calendar days prior to any COG imposed application submission deadline and at least 30 calendar days prior to the PSO eGrants application submission deadline
CJ3	**Oversight of the Criminal Justice Advisory Committee**	
CJ3.1	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.	Ongoing

	The COG shall ensure that the CJAC has multidisciplinary representation of members from the COG's Region. The CJAC's membership must include the following disciplines: education; juvenile justice; law enforcement; mental health; prosecution or courts; and victim services, with at least one victim services member from a non-governmental agency. Each individual member may either represent one of the required disciplines or be classified as an "other" discipline. No single discipline, including the "other" category, may constitute more than one-third (1/3) of the CJAC. Upon request from the PSO, the COG shall provide a complete list of CJAC members, and any requested information related to CJAC scoring/prioritization meetings.	
CJ3.2	**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; 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 the COG learns that 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 criminal justice projects, the COG shall notify the PSO of the concerns as soon as possible.	Ongoing
CJ3.3	The COG shall actively facilitate all CJAC meetings and ensure that all CJAC members are aware of local policies and bylaws and the requirements of the COG's contract with the PSO. The COG shall document all CJAC proceedings related to PSO business by recording the CJAC proceedings or by preparing written	Ongoing

	minutes of the CJAC proceedings. If written minutes are prepared, the written minutes must be certified with the signature of a CJAC member who attended the meeting.	
CJ3.4	The COG shall ensure that all COG governing board meetings and CJAC meetings at which PSO criminal justice-related matters are discussed comply with the requirements of Chapter 551, Texas Government Code, (Texas Open Meetings Act).	Ongoing
CJ4	**Strategic Planning**	
CJ4.1	The COG shall provide general planning and coordination activities for issues related to criminal justice, juvenile justice, delinquency prevention, victim services, and related topics throughout the year. Such services may include providing feedback on, input to, or communication of the PSO's real or proposed priorities.	Ongoing
CJ4.2	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 CJ4.3. The COG must also inform the PSO and the CJAC of stakeholder interactions and provide additional insight into regional criminal justice needs.	Ongoing
CJ4.3	The COG shall create a 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 not exceed a five-year cycle and must describe the following: a. How local communities are engaged in the COG's planning process; b. The data used to support the plan; c. The stakeholders participating in the COG's planning process; d. The gaps in resources for criminal justice needs; e. The criminal justice priorities identified during the COG's planning process; and f. How the COG's plan will be used by the CJAC during the prioritization process. The plan must also include an executive summary, not to exceed two pages, written for a public audience that describes the following: a. The strategic planning process; and	Ongoing

	b. The top five most critical needs for the region across all criminal justice areas. Upon request from the PSO, the COG shall provide a copy of the most current strategic plan to the PSO.	
CJ5	**Application Prioritization Process**	
CJ5.1	The COG shall ensure that: a. The CJAC considers and prioritizes all grant applications received by the COG from the PSO under the following fund sources: • General Victim Assistance – Direct Services Programs (VA); • Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking (WF); • Justice Assistance Programs (DJ); • General Juvenile Justice and Delinquency Prevention Programs (SF); and • Youth Diversion (TP). b. The COG implements an application scoring instrument for use by the CJAC that evaluates specific elements of the application identified by the PSO in the funding announcement; c. The COG provides CJAC members with copies of the region's applications, scoring instruments, the criteria used in scoring grant applications, and other relevant materials prior to holding the COG's prioritization meeting for any PSO criminal justice funding opportunity; d. The COG tabulates scores and/or compiles an accurate priority list(s) for submission to the PSO using the format required by the PSO and, in the event of a tie, the COG will break all ties; and e. The COG's authorized governing body reviews and approves the CJAC priority listings listed in CJ5.1.a **prior** to submitting them to the PSO in compliance with the applicable provisions of Title 1, Part 1, Chapter 3, Texas Administrative Code.	Ongoing
CJ5.2	The COG shall ensure that funding recommendations on grant applications are based upon: a. Any state strategies identified by the PSO within the PSO funding announcement;	Ongoing

	b. Criminal justice priorities identified in the COG's most recently completed strategic plan; c. The eligibility, reasonableness, and cost-effectiveness of the proposed project; and d. Current COG policies and bylaws.	
CJ5.3	The COG shall notify all applicants in writing of the region's approved prioritization results identified in CJ5.1.a. The notice must state: "After the CJAC prioritizes the grant applications and the COG's authorized governing body approves the priority listing, the COG submits the priority listing to the PSO. Based upon the COG's priority listing, the PSO 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 applicants of any changes in the funding recommendations."	On or before the 14th calendar day after the authorized governing body approval
CJ5.4	The COG shall submit, through eGrants, the approved priority listings for the funding opportunities listed in CJ5.1a, including recommended funding amounts. The COG's authorized governing body **must approve** the priority listings **prior to submission** to the PSO. The priority listing is the sole means of communicating COG grant allocation recommendations from the COG to the PSO. The priority listing is one element upon which the PSO 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 the PSO.	**Approved** priority lists must be submitted into eGrants on or before May 10, 2027
CJ5.5	The COG shall upload into eGrants a signed resolution or approved meeting minutes containing the authorized governing body's approval of the priority list(s) for the funding opportunities listed in CJ5.1a. The COG must label the file(s) with the relevant Task Number and a short description of the information in each file.	On or before June 10, 2027
CJ5.6	Upon request, 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.	Ongoing
CJ6	**Cooperation with the PSO**	
CJ6.1	The COG shall: a. Fully cooperate with the PSO, its authorized representatives, and PSO designated partners or contractors;	Ongoing

	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 business; c. Ensure that all COG personnel who work on PSO criminal justice-related business are qualified by their education, training, and experience to fulfill the responsibilities of the position for which they are employed; d. Prepare and submit all forms, reports, and records required by the PSO in accordance with PSO-established deadlines; and e. 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 the PSO's real or proposed priorities to constituents and others within the COG region.	
CJ6.2	The COG shall notify the PSO of any Public Information Act or media request received by the COG relating to any application for PSO criminal justice funding or PSO grant-funded program no later than one 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 the PSO the opportunity to review any OOG-originated materials and information prior to release, if requested by the PSO. The COG shall also notify the PSO as to its response to any Public Information Act or media request received by the COG relating to any application for PSO funding or PSO grant-funded program no later than one 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 response was provided 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.	Ongoing
CJ7	**Reporting**	
CJ7.1	The COG shall submit **monthly** invoices to the PSO that include: a. The requested payment amount for the services provided during the prior month; b. A brief description outlining the PSO criminal justice activities completed during the billing cycle; c. The total number of COG staff hours spent on activities related to this Agreement during the billing cycle; and	By the 30th of each Month* *e.g., Report for September services due October 30th.

	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 the PSO.	
CJ8	**Other**	
CJ8.1	**Knowledge:** The COG shall ensure that COG employees who work on PSO criminal justice business have a working knowledge of Title 1, Part 1, Chapter 3, Texas Administrative Code; the OOG's Guide to Grants; Texas Grant Management Standards; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); and any other state and federal statutes, rules, regulations, documents, and forms applicable to the funding opportunities listed in CJ5.1.	Ongoing
CJ8.2	**Training:** The COG shall ensure that one employee who works on PSO criminal justice business attends and participates in mandatory training workshops, meetings, webinars, and conference calls sponsored by the PSO. The Executive Director of the PSO or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.	Ongoing
CJ8.3	**Vacancies:** The COG shall notify the PSO of a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the vacancy. The COG shall also notify the PSO when a replacement is hired to fill a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the replacement's hire date.	Ongoing
CJ8.4	**Accounting Systems:** The COG shall have an accounting system that accounts for costs in accordance with generally accepted accounting standards or principles. The COG must propose and account for costs in a manner consistent with such standards or principles.	Ongoing
CJ8.5	**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 the PSO upon the request of the PSO, auditors from the State of Texas, or auditors from the U.S. Department of Justice (DOJ). The COG shall permit the PSO 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	Ongoing

	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 the PSO 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. The PSO and any of its authorized representatives, including but not limited to auditors from the State or DOJ auditors, shall have access to all Records, for any reason, upon request for as long as the records are maintained. e. Retain the Records for a period of seven years after the final payment by the PSO 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 the PSO, and shall dispose of the Records in accordance with the PSO'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.	
CJ8.6	**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.	Ongoing