

**AGENDA  
ARK-TEX COUNCIL OF GOVERNMENTS  
EXECUTIVE COMMITTEE MEETING  
MAY 30, 2019**

The Executive Committee of the Ark-Tex Council of Governments (ATCOG) will meet at 10:00 a.m., Thursday, May 30, 2019, at the Titus County Extension Office, 1708 Industrial Road, Mt. Pleasant, Texas.

Item 1. Call to order.

Item 2. Invocation.

Item 3. Self-introductions.

Item 4. Approve the minutes as submitted of the Ark-Tex Council of Governments Executive Committee meeting held Thursday, April 25, 2019, in Mt. Pleasant, Texas.

**Review and Comment**

Item 5. Review and comment on an Environmental Assessment to the Texas Commission on Environmental Quality (TCEQ) for proposed Air Quality Permit Renewal by TCI Texarkana, Inc., to authorize the continued operation of a secondary aluminum processing facility located at 300 Alumax Drive, Texarkana, Bowie County, Texas. (See page 6; to be presented by staff member Paul Prange)

Item 6. Review and comment on an Environmental Assessment to TCEQ by the City of Sulphur Springs for proposed Water Quality Permit Renewal to authorize the discharge of treated wastewater from the facility located at 360 Thomas Road in Hopkins County, Texas, ultimately to Sulphur/South Sulphur River. (See page 8; to be presented by staff member Paul Prange)

Item 7. Review and comment on an Environmental Assessment to TCEQ by the Texas Parks & Wildlife Department - Hopkins County, to authorize the continued operation of the domestic wastewater treatment facility located at 1690 FM 3505, Sulphur Springs, Hopkins County, Texas. (See page 10; to be presented by staff member Paul Prange)

**Regular Business**

Item 8. Review and consider approval of a contract with Shah Software to provide transit scheduling software for TRAX rural transportation service. (See page 12; to be presented by staff member Bobby Williams)

Item 9. Review and consider approval of a funding request application to United Way of Lamar County by ATCOG in the amount of \$25,000 for the Paris Metro bus system. (See page 24; to be presented by staff member Bobby Williams)

Item 10. Review and consider approval of amendment of the ATCOG Drug and Alcohol Testing Policy & Procedures manual with revisions, as mandated by the Federal Transit Administration (FTA) and the Texas Department of Transportation (TxDOT). (See page 35; to be presented by staff member Bobby Williams)

Item 11. Review and consider approval of appointment two Regional Criminal Justice Advisory Committee (RCJAC) members to serve through December 31, 2019. (See page 78; to be presented by staff member Patricia Haley)

**Other Business**

Item 12. Discussion of Annual Meeting plans. (For information only; to be presented by Executive Director Chris Brown)

Item 13. Executive Director Report (For information only; see page 79; to be presented by Executive Director Chris Brown)

- Program Updates/Stats
- Committee Meeting Minutes
- Red River Leadership Institute

### **Announcements**

The next Board of Directors Meeting will be held Thursday, June 27, 2019, at 10:00 a.m., hosted by the Honorable Scott Lee, Judge, Franklin County, at the Franklin County Law Enforcement Center, 208 Hwy 37, Mt. Vernon, Texas.

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

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

*All agendas are sent electronically and available at [www.atcog.org](http://www.atcog.org). Should any Board Member need a copy printed and available at the meeting, please call 903/255.3555 or email [athurston@atcog.org](mailto:athurston@atcog.org)*

**MINUTES  
ARK-TEX COUNCIL OF GOVERNMENTS  
EXECUTIVE COMMITTEE MEETING  
APRIL 25, 2019**

The Executive Committee of the Board of Directors of the Ark-Tex Council of Governments (ATCOG) met at 10:00 a.m., Thursday, April 25, 2019, at the Titus County Extension Office, 1708 Industrial Road, in Mt. Pleasant, Texas.

- Item 1. L.D. Williamson, Judge, Red River County, called the meeting to order.
- Item 2. Brady Fisher, Northeast Texas Resource Conservation & Development, gave the invocation.
- Item 3. At this time, each attendee introduced themselves.
- Item 4. The next order of business was to approve the minutes as submitted of the Executive Committee Meeting held Thursday, January 31, 2019, in Mt. Pleasant, Texas.

Motion to approve was made by Ann Rushing, Mayor, City of Clarksville, and seconded by Scott Lee, Judge, Titus County. The minutes were approved.

**Review and Comment**

- Item 5. Paul Prange, Environmental Resources Coordinator, presented for consideration an Environmental Assessment to the Texas Commission on Environmental Quality (TCEQ) for proposed Air Quality Permit Renewal by the TXI Operations, LP., to authorize the continued operation of an existing concrete batch plant and construction of a second permanent concrete batch plant in New Boston, Bowie County, Texas.

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

**Regular Business**

- Item 6. Amber Thurston, Executive Assistant, presented for consideration approval of the appointment of one new member to the Area Agency on Aging Regional Advisory Council.

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

- Item 7. Mary Beth Rudel, Deputy Director, presented for consideration approval of the ATCOG Information Security Policy & the Information Technology Acceptable Use Policy.

Motion to approve was made by Becky Wilbanks, Judge, Cass County, and seconded by Mayor Rushing. It was approved.

- Item 8. Patricia Haley, Criminal Justice Coordinator, presented for consideration authorizing the Executive Director, as the ATCOG Authorized Official, to submit an application to the Office of the Governor, Criminal Justice Division, for a grant to provide Regional Law Enforcement Training in the Ark-Tex Region for FY2020 and FY2021.

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

- Item 9. Ms. Haley presented for consideration review and approval of applications and priorities/recommendations established by the Regional Criminal Justice Advisory Committee (RCJAC) concerning projects being submitted to the Office of the Governor, Criminal Justice Division, for funding consideration.

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

- Item 10. Chris Brown, Executive Director, presented for consideration approval to establish a new depository account with Guaranty Bank & Trust for Ark-Tex Urban Transit, Inc. (ATUT) use, and adding the President of the Board, Treasurer, Executive Director, and Deputy Director to the signatory cards.

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

- Item 11. Mr. Brown presented for consideration amendment of the Bylaws to the Northeast Texas Rural Planning Organization (NETRPO).

Motion to approve was made by Bob Thorne, Mayor Pro Tem, City of Daingerfield, and seconded by Judge Carlow. The item was approved.

### **Other Business**

- Item 12. Mr. Brown presented, for information only, the Executive Director Report.

- a) Indirect Finance Reports
- b) Committee Meeting Minutes
- c) CSEC Newsletter Recognition

### **Announcements**

Mr. Brown announced that the Red River Valley Association (RRVA) Regional Water Conference will be held on Thursday, May 23, 2019, at the Holiday Inn Texarkana Arkansas Convention Center, 5200 Convention Plaza Dr. Updates on I-69 & I-49 will also be provided during this meeting.

There were no further announcements, so the meeting was adjourned.

#### **EXECUTIVE COMMITTEE MEMBERS PRESENT**

L.D. Williamson, Judge, Red River County  
Brian Lee, Judge, Titus County  
Scott Lee, Judge, Franklin County  
Becky Wilbanks, Judge, Cass County  
Brandon Bell, Judge, Lamar County  
Doug Reeder, Judge, Morris County  
Robert Newson, Judge, Hopkins County  
Ann Rushing, Mayor, City of Clarksville  
Emily Glass, Mayor Pro Tem, City of Sulphur Springs  
Bob Thorne, Mayor Pro Tem, City of Daingerfield  
Billy Trenado, Councilman, City of Paris  
Brady Fisher, Northeast Texas Resource Conservation & Development  
Scott Norton, TexAmericas Center  
Stan Wyatt, Northeast Texas Municipal Water District

#### **BOARD MEMBERS PRESENT**

Frank Estes, Councilman, City of Avery

#### **GUESTS PRESENT**

Reece DeWoody, Office of Senator John Cornyn  
Randy Reed, NETX Workforce Solutions  
April Corbit, NETX Workforce Solutions  
Kiann Richardson, NETX Workforce Solutions  
Doyce Winchester, TDEM

Taylor Nye, Sulphur Springs News Telegram  
Susan Thorne, Guest

STAFF PRESENT

Chris Brown, Executive Director  
Mary Beth Rudel, Deputy Director  
Melinda Tickle, Director of Finance  
Amber Thurston, Executive Assistant  
Mae Lewis, Housing Manager  
Claude Ramsey, IT Manager  
Patricia Haley, Criminal Justice Coordinator  
Leslie McBride, Human Resources Manager  
Rea Washington, 911 Program Manager  
Patricia Haley, Criminal Justice Coordinator  
Paul Prange, Environmental Resources Coordinator

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

ATTEST:

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

<b>Project SAI No:</b> TX-R-20190510-0001-05	<b>Date Received:</b> 05-10-19	<b>Staff Assignment:</b> Paul Prange
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**Applicant:** TCI Texarkana, Inc.

**Project Description:** Alumax has applied to the Texas Commission on Environmental Quality (TCEQ) for an amendment to Air Quality Permit 9476, which would authorize changes to the air permit for the continued operation of a secondary aluminum processing facility. The facility is located at 300 Alumax Drive, Texarkana, Bowie County, Texas. The existing facility is authorized to emit the following air contaminants: organic compounds, carbon monoxide, nitrogen oxides, hazardous air pollutants and particulate matter with diameter of 10 and 2.5 microns or less.

**PROJECT/EA REVIEW:**

**Area to be served:** Texarkana, Bowie County, Texas.

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

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

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

**Does the project address a clearly defined need and does the project take into account preservation of the environment?** There is a clearly defined need for the amendment of this Air Quality Permit to allow the continued operation of the aluminum production plant. This facility has been in existence for more than 29 years and all guidelines required by TCEQ to protect the environment are being followed, thus minimal disruption of the environment is expected.

**Is the project likely to produce any significant adverse effects on the environment?** No. The amendment of this permit will not authorize an increase in emissions discharged into the environment.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. The renewal of this permit will allow the continued operation of this facility, which employs numerous citizens who produce high quality aluminum to be used for a variety of purposes. The disruption of the environment is minimal compared to the accomplishments.

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

**RECOMMENDED COMMENT:** Staff recommends support of this permit application by TCI Texarkana, Inc.

**RESOLUTION NO. EC19-015**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE AMENDMENT OF AIR QUALITY PERMIT NO. 9476 WHICH WOULD AUTHORIZE CHANGES TO THE AIR PERMIT FOR THE SECONDARY ALUMINUM PROCESSING PLANT LOCATED AT 300 ALUMAX DRIVE, TEXARKANA, BOWIE COUNTY, TEXAS. THE EXISTING FACILITY IS AUTHORIZED TO EMIT THE FOLLOWING AIR CONTAMINANTS: ORGANIC COMPOUNDS, CARBON MONOXIDE, NITROGEN OXIDES, HAZARDOUS AIR POLLUTANTS AND PARTICULATE MATTER WITH DIAMETERS OF 10 AND 2.5 MICRONS OR LESS.**

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

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

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

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

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

**REVIEWED AND APPROVED THIS 30TH DAY OF MAY, 2019.**

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

ATTEST:

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

**Project SAI No:** TX-R-20190506-0001-05

**Date Received:** 04-19-19

**Staff Assignment:**  
Paul Prange

**Applicant:** The City of Sulphur Springs, Texas

**Project Description:** The City of Sulphur Springs has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010372001, to authorize the discharge of treated wastewater at a volume not to exceed an annual average flow of 5,400,000 gallons per day. The domestic wastewater treatment facility is located at 360 Thomas Road, south of the St. Louis Southwestern Railroad approximately 7,000 feet northeast of the intersection of IH-30 and FM1870 in Hopkins County, Texas. Discharge route is from the plant site to Rock Creek; thence to White Oak Creek; thence to Sulphur/South Sulphur River.

**PROJECT/EA REVIEW:**

**Area to be served:** Sulphur Springs, Hopkins County, Texas.

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

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

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

**Does the project address a clearly defined need and does the project take into account preservation of the environment?** There is a clearly defined need for the renewal of this TPDES Permit to allow the continued operation of the domestic wastewater treatment facility. This facility serves the needs of the entire population of the City of Sulphur Springs. All guidelines required by TCEQ to protect the environment are being followed, thus minimal disruption of the environment is expected.

**Is the project likely to produce any significant adverse effects on the environment?** No. The renewal of this permit will not authorize an increase in the number gallons of treated wastewater that can be discharged into the environment. This facility is in good operational condition. Before being discharged, the water passes through particulate filters and is then piped to a sedimentation pond located at this facility.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. The renewal of this permit will allow the continued operation of this facility, which directly serves the needs of all citizens living within the City of Sulphur Springs. The disruption of the environment is minimal compared to the accomplishments.

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

**RECOMMENDED COMMENT:** Staff recommends support of this permit renewal application by the City of Sulphur Springs.



**RESOLUTION NO. EC19-016**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0010372001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF SULPHUR SPRINGS, HOPKINS COUNTY, TEXAS TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED AN ANNUAL AVERAGE FLOW OF 5,400,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED AT 360 THOMAS ROAD, SOUTH OF THE ST. LOUIS SOUTHWESTERN RAILROAD APPROXIMATELY 7,000 FEET NORTHEAST OF THE INTERSECTION OF IH-30 AND FM 1870 IN HOPKINS COUNTY, TEXAS. DISCHARGE ROUTE IS FROM THE PLANT SITE TO ROCK CREEK; THENCE TO WHITTE OAK CREEK; THENCE TO SULPHUR/SOUTH SULPHUR RIVER.**

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

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

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

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

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

**REVIEWED AND APPROVED THIS 30TH DAY OF MAY, 2019.**

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

ATTEST:

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

**Project SAI No:** TX-R-20190506-0002-05

**Date Received:** 04-24-19

**Staff Assignment:**  
Paul Prange

**Applicant:** Texas Parks & Wildlife Department

**Project Description:** The Texas Parks & Wildlife Department, c/o TCEQ Coordinator, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System Permit (TPDES) No. WQ0013613001, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 40,000 gallons per day. The wastewater treatment facility is located at 1690 FM 3505, Sulphur Springs, in Hopkins County, Texas. Discharge route is from the plant site to Cooper Lake.

**PROJECT/EA REVIEW:**

**Area to be served:** State Park in Hopkins County, Texas

**Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?** Yes. The TCEQ executive director has completed the technical review of the application and prepared a draft permit.

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

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

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

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

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. The renewal of this permit will allow the continued operation of this plant, which has been in operation for approximately 24 years and receives routine maintenance. The disruption of the environment is minimal compared to the accomplishments.

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

**RECOMMENDED COMMENT:** Staff recommends support of this permit renewal application by the Texas Parks & Wildlife Department.

**RESOLUTION NO. EC19-017**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TPDES PERMIT NO. WQ0013613001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE TEXAS PARKS & WILDLIFE DEPARTMENT, HOPKINS COUNTY, TEXAS TO AUTHORIZE THE CONTINUED OPERATION OF THE DOMESTIC WASTEWATER TREATMENT FACILITY LOCATED AT 1690 FM 3505, SULPHUR SPRINGS, IN HOPKINS COUNTY, TEXAS. DISCHARGE ROUTE IS FROM THE PLANT SITE TO COOPER LAKE.**

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

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

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

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

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

**REVIEWED AND APPROVED THIS 30TH DAY OF MAY, 2019.**

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

ATTEST:

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## **BRIEFING PAPER – ACTION ITEM**

### **ITEM 8:**

Review and consider approval of a contract with Shah Software to provide transit scheduling software for TRAX rural transportation service.

### **BACKGROUND**

In 2018, the Transportation Department received a Rural Transit Assistance Program grant for \$100,000 to purchase transit scheduling software. A Request for Proposal was submitted in early 2019 and ATCOG received bids from 7 vendors. After formally reviewing all proposals, ACTOG believes Shah Software represents the best value to meet our rural transportation scheduling needs.

### **DISCUSSION**

The contract from Shah Software is for a total of \$95,000. This contract provides initial software installation, training for TRAX staff, and four total years of transit scheduling service.

The ATCOG Procurement Policy states that all purchases of \$50,000 and above require ATCOG Board approval.

### **RECOMMENDATION**

In adherence to ATCOG Procurement Policy, staff requests approval of the transit scheduling software contract with Shah Software.

## **LICENSE AGREEMENT**

This License Agreement (this “Agreement”) is entered into as of **May 21, 2019** (the “Effective Date”) by and between the following:

LICENSOR:                SHAH SOFTWARE, INC.  
                              13601 PRESTON RD, SUITE E 450  
                              DALLAS, TX 75240  
                              (800) 968-2748  
                              (432) 224-1014 (facsimile)

LICENSEE:                ARK-TEX COUNCIL OF GOVERNMENTS  
                              4808 ELIZABETH STREET  
                              TEXARKANA, TX 75503  
                              PH. 903-832-8636

### **RECITALS**

WHEREAS Licensor develops and markets web-based computer software applications (on demand software) for transportation scheduling commonly referred to as the “Transportation Manager-NewGen System”, and

WHEREAS Licensee desires to acquire a license to use the Transportation Manager-NewGen System, as outlined on Exhibit A attached hereto, and Licensor desires to grant Licensee the license.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. DEFINITIONS**

1.1. “Software” means Licensor’s core web-based software application for the Transportation Manager-NewGen System, as outlined on Exhibit A attached hereto. Software as used herein shall also include any options or modules added to the core application as identified on Exhibit B hereto, incorporated herein.

1.2 “Documentation” means all user manuals and other written material created by Licensor to describe the functionality or assist in the use of the Software.

1.3 "Annual License Fee" means the fee to be paid by Licensee to Licensors as consideration for the license(s) granted under this Agreement and the right to use the Software and the Documentation, as further described herein and on Exhibit A.

## **2. GRANT OF LICENSE**

2.1. Grant. Subject to the terms and conditions set forth in this Agreement, Licensors hereby grants to Licensee a nonexclusive, nontransferable license in the Software, to use the Software exclusively for Licensee's business purposes and to use the Documentation solely in connection with Licensee's use of the Software, for use only by the number of licensed users permitted on Exhibit A.

2.2. License Restrictions. Except as specifically granted in this Agreement, Licensors owns and retains all right, title, and interest in the Software, Documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Software, Documentation, or any related materials to Licensee or any third party. Licensee will not modify, reverse engineer, or decompile the Software, or create derivative works based on the Software. Licensee will not grant access to the Software to any persons or entities other than Licensee's employees, consultants, or contractors and then only to the number of licensed users specified in Exhibit A. Licensee may not sell the Software or right to use the Software to any person or make any other commercial use of the Software. Licensee will retain all copyright and trademark notices on the Software and Documentation and will take other necessary steps to protect Licensors's intellectual property rights.

## **3. FEES & COSTS**

3.1. License Fees. In consideration for the License granted to Licensee under this Agreement, Licensee shall pay Licensors:

- (a.) License Fee. The fee provided in Exhibit A attached hereto, and incorporated herein, which includes the Software license fee and the fees for any additional module or component identified on Exhibit B. The Annual License Fee shall accrue and be payable on the 1<sup>st</sup> day of the first full calendar month following the Effective Date and on the first day of the calendar month of each anniversary of the Commencement Date for each year during the Term thereafter. On each

anniversary date of the Commencement Date, the Annual Licensing Fee may increase by an amount equal to five percent (5%) of the previous year's Annual Licensing Fee (the "Annual Escalation") upon ten (10) days advance written notice from Licensor.

- (b.) Initial Set-up & Account Creation. A one-time, non-reoccurring fee provided in Exhibit A attached hereto, and incorporated herein, which includes fees for the initial se-up and account creation. The fee is payable on or after the Effective Date but prior to the Commencement Date.
- (c.) Training. A one-time, non-reoccurring fee provided in Exhibit A attached hereto, and incorporated herein, which includes fees for additional technical training, in connection with Licensee's use of the Software. The fee is payable on or after the Effective Date but prior to the Commencement Date.

3.2 All amounts not paid within ten (10) days of the date on which payment is due will bear interest at the lesser of the highest amount allowed by law or the rate of ten percent (10%) per annum.

3.3 Taxes. In addition to other amounts payable under this Agreement, Licensee will pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Licensee's use of the software or the payment of the License Fee, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges will be paid by Licensee or Licensee will provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Licensor from Licensee pursuant to this Agreement, Licensee will promptly reimburse Licensor any such amounts.

#### **4. LICENSOR'S OBLIGATIONS**

4.1. Access. On the Commencement Date specified in Exhibit A of this Agreement, Licensor will provide access to the Software, limited to the number of users as specified in Exhibit A, for Licensee's use, together with the Documentation.

4.2. Support and Maintenance. For so long as Licensee subscribes to the Software, and for so long as Licensor offers support and maintenance for users of the Software, Licensor will provide Licensee with telephone technical support, software upgrades as developed, "webinars on request", and mapping upgrades in connection with Licensee's use of the Software included in Licensee's annual License fee.

#### **5. TERM AND TERMINATION**

5.1. Term. This Agreement is effective on the Effective Date first specified above. The license granted under this Agreement becomes effective on the Commencement Date specified in Exhibit A. The initial term of this Agreement shall be four (4) years from the Commencement Date specified in Exhibit A. Unless sooner terminated as set forth in Sections 5.2 and 5.3, below, the Agreement will automatically renew and continue in effect for subsequent terms of equal length immediately upon the expiration of the then current term until the expiration of Licensor's rights in the Software.

5.2. Termination for Convenience. Licensor may terminate this agreement upon thirty (30) days' notice for its convenience if Licensor fails to offer the Software commercially to clients for any reason, including unavailability of Licensor's continued rights in the Software, failure of compatibility with future programs or determination of unprofitability of maintaining the application made by Licensor, in Licensor's sole discretion. Licensor's notice of any termination for convenience must be accompanied by a refund of any prorated payments received by Licensor in advance for periods beyond the termination date. Licensor may also terminate this Agreement solely as to any additional modules, applications, or components in excess of the core application (as identified on Exhibit B) upon thirty (30) days' written notice (without discount or refund) if (i) Licensor's core software application no longer supports such additional modules, applications, or components or (ii) Licensee fails to upgrade any of its hardware or acquire additional hardware necessary to make such modules, applications, or components compatible with Licensor's core application software.



5.3. Termination for Cause. Either party, as applicable, will have the right, in addition, and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

- a. By Licensor, on 3 days' written notice, if Licensee fails to pay the amounts due to Licensor pursuant to this Agreement;
- b. By Licensor, on 15 days' written notice, if there is a change in control of Licensee, whether by sale of assets, stock, merger, or otherwise;
- c. By either party for any material breach of this Agreement, other than failure to make payments under Section 3, that is not cured within 10 days of receipt by the party in default of a notice specifying the breach and requiring its cure; or
- d. By either party, immediately on written notice, if: (i) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days; or (iii) the other party is adjudged bankrupt.

5.4. Rights on Termination. Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of the Software or Documentation, including, without limitation, terminating Licensee's access to the Software. Sections 6, 7, and 8 will survive termination or expiration of this Agreement as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default.

## **6. WARRANTIES, DISCLAIMER, AND LIMITATIONS**

### **6.1. Warranties.**

(a.) Software and Documentation. Licensor hereby warrants to Licensee that Licensor is the owner of the Software and the Documentation or has the right to grant to Licensee the license to use the Software and Documentation in the manner and for the purposes set forth in this Agreement without violating any rights of a third party.

(b.) Third Party Goods or Services. To the extent the items delivered pursuant to this Agreement include any product developed, manufactured, or delivered by a person or entity other than Licensor, including but not limited to goods, services, software, licenses, applications or code, mobile data computers, tablets, or terminals, LICENSOR EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY AND ALL WARRANTIES OF FITNESS FOR A

PARTICULAR PURPOSE. All such third party products are delivered and accepted by Licensee "AS-IS, WHERE-IS, and with ALL FAULTS."

6.2. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 6.1, ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (a) ANY WARRANTY THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

6.3. Remedies on Breach of Warranty. In the event of any breach of the warranty set forth in this Section 6, Licensee's exclusive remedy will be for Licensor to refund the license fees actually received from Licensee and applicable to service dates from the date of breach forward.

6.4 Limitation of Liability. LICENSOR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LICENSOR OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7. CONFIDENTIALITY**

7.1. Confidentiality. Licensee acknowledges that the Software and Documentation, and all information relating to the business and operations of the Licensor that Licensee learns or has learned during or prior to the term of this Agreement, is the valuable, confidential, and proprietary information of the Licensor. During the period this Agreement is in effect, and at all times afterwards, Licensee, and its employees, contractors, consultants, and agents, will:

- a. safeguard the confidential information with the same degree of care that it uses to protect its own confidential information;
- b. maintain the confidentiality of this information;
- c. not use the information except as permitted under this Agreement; and
- d. not disseminate, disclose, sell, publish, or otherwise make available the information to any third party without the prior written consent of Licensor.

7.2. Limitations on Confidentiality Restrictions. Section 7.1 does not apply to any information that:

- a. Is already lawfully in the Licensee's possession (unless received pursuant to a nondisclosure agreement);
- b. Is or becomes generally available to the public through no fault of the Licensee;
- c. Is disclosed to the Licensee by a third party who may transfer or disclose such information without restriction;
- d. Is required to be disclosed by Licensee as a matter of law (provided that the Licensee will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefore);
- e. Is disclosed by the Licensee with the disclosing party's approval; and
- f. Is independently developed by the Licensee without any use of confidential information.

In all cases, the receiving party will use all reasonable efforts to give the disclosing party 10 days' prior written notice of any disclosure of information under this agreement.

7.3. Injunctive Relief for Breach. Licensor and Licensee acknowledge that any breach of Section 7.1 by a receiving party will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief, without the requirement to post a bond, in addition to any other remedies that Licensor may have at law or in equity, including, without limitation, immediate termination of this Agreement for Licensee's breach.

## **8. GENERAL**

8.1. Assignment. Licensee may not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Licensor's prior written consent. This Agreement will be binding on the successors and assigns of Licensee.

8.2. Entire Agreement. This Agreement, along with the Exhibits attached and referenced in this Agreement, including Licensor's "General Terms of Use" attached hereto, constitute the final and complete understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter contained in this Agreement.

8.3. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement will be effective when received, and will be sufficient if given in writing, hand-delivered, sent by facsimile with confirmation of receipt, sent by First Class Mail, return receipt requested, postage prepaid, or sent by overnight courier service and addressed as

provided on page 1 of this Agreement or such other address as the parties may provide to the other in writing.

8.4. Governing Law and Jurisdiction. The license is sold and delivered in Collin County, Texas. This Agreement will be governed by and construed in accordance with Texas law, without regard to the principles of conflict of laws. Venue shall be proper only in Collin County, Texas.

8.5. Severability. In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, the provision will be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

8.6. Attorney's Fees. In the event of any dispute between the parties arising out of this Agreement, a party awarded damages or a permanent injunction will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorney's fees and costs.

IN WITNESS, the parties have caused this Agreement to be executed as of the date written above.

LICENSOR: **SHAH SOFTWARE, INC.**

By: \_\_\_\_\_  
Jagat Shah, President

LICENSEE: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

**NO. OF LICENSED USERS:**

- DISPATCH STAFF:5
- DRIVERS: 50

**ONE-TIME INITIAL SET UP AND ACCOUNT CREATION FEE \$49,291.50**

<b>LICENSING FEE FOR TERM JUNE 2019 – MAY 2023</b>	<b>\$44,400.00</b>
--	--------------------

- |                        |          |
|------------------------|----------|
| • JUNE 2019 – MAY 2020 | INCLUDED |
| • JUNE 2020 – MAY 2021 | \$14800  |
| • JUNE 2021 – MAY 2022 | \$14800  |
| • JUNE 2022 – MAY 2023 | \$14800  |

COMMENCEMENT DATE: **June 1, 2019**

Licensee's Initials: \_\_\_\_\_

## **EXHIBIT B**

ADDITIONAL APPLICATIONS OR MODULES:

- **TRANSPORTATION MANAGER – NEWGEN**
- **TABLET INTEGRATION (DRIVER-CONNECT)**

Licensee's Initials: \_\_\_\_\_

## **EXHIBIT D**

### **GENERAL TERMS OF USE**

User agrees to abide by these terms of use, as may be changed from time to time upon notice in the Licensor's sole discretion.

**Disclaimers. USER HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE; ANY WARRANTY OF COMPATIBILITY BETWEEN THE SYSTEM, EQUIPMENT, SOFTWARE, OR DATA PROVIDED BY LICENSOR AND CUSTOMER OWNED EQUIPMENT OR SOFTWARE; OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE, WITH RESPECT TO THE SYSTEM, EQUIPMENT, SOFTWARE, DATA, OR SERVICES FURNISHED HEREUNDER. USER AGREES THAT LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF ADVISED OF THE RISK OF SUCH DAMAGES IN ADVANCE.**

Although Licensor has attempted to find and correct any bugs in the software, Licensor is not responsible for any damage or losses of any kind caused by the use or misuse of the programs. Licensor shall not be liable nor deemed to be in default of this Agreement for any delays, errors, malfunctions, compatibility problems, or breakdowns with respect to the system, equipment, data, or services provided hereunder or used in connection herewith.

**Payment.** In the event that User fails to pay any amount within thirty (30) days of the date due, Licensor shall be entitled to interest on the amounts due at the highest rate allowed by law from the date due until payment in good funds is received by Licensor. Licensor shall also have the right to terminate User's access, without notice, if any invoice remains unpaid for more than thirty (30) days. User shall pay all sales, use, personal property, excise, license, and any other taxes or similar fees, charges, or assessments which arise as a result of User's use of the software.

**Modifications.** Licensor retains the right, in its sole discretion, to enhance, modify, or alter the operation of the software at any time and further retains the right to make such enhancements, modifications, or alterations generally available to other users of the software.

**Title.** Title and full and complete ownership rights to all Licensor's owned or developed software (including source and object code) and other technical specifications, addresses, or configurations (collectively the "Software") associated with or contained in the system or used by User in connection herewith shall remain with Licensor. User understands and agrees that Licensor's owned or developed Software is Licensor's trade secret, proprietary information, and confidential information whether any portion thereof is or may be validly copyrighted or patented. Any Software provided to User is provided by license only, and such license is personal, nonexclusive, nontransferable, and limited to the right to use such Software only according to guidelines established by Licensor from time to time. Such Software shall be utilized by

User only in accordance with these Terms of Use and shall not be copied, duplicated, reproduced, manufactured, decompiled, reverse engineered, incorporated into any software (including any source code, object code, or algorithms), modified or disclosed in any form by any media to any other person or party. User agrees to abide by any terms imposed by any third party that has directly or indirectly licensed Licensor to use Software in relation hereto.

**Miscellaneous.** Nothing herein is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

The captions herein are for convenience only and in no way define, limit, or enlarge the scope of any of the provisions therein.

No waiver by either party of any provision or any breach of this agreement constitutes a waiver of any other provision or breach, and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance, or course of dealing.

Except for User's obligation to make payments hereunder, neither party will be deemed in default as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third-party suppliers, or for any other cause beyond the control of that party.

User shall not sell, assign, license, sublicense, franchise, or otherwise convey in whole or in part to any third party any of the services provided hereunder without the prior written consent of Licensor.

This is a nonexclusive agreement. Similar agreements may be entered into by Licensor with any other person.

This agreement shall be governed by, construed, interpreted, and enforced according to the laws of the State of Texas, without regard to principles of conflict of laws and rules. Each party hereby consents to the nonexclusive jurisdiction of the courts of the State of Texas and United States federal courts located in the State of Texas to resolve any dispute arising out of this agreement.

In the event that any material provision of these terms are determined to be invalid, unenforceable, or illegal, then such provision shall be deemed to be superseded and the parties' agreement modified with a provision which most nearly corresponds to the intent of the parties and is valid, enforceable and legal.

To the extent of any conflict between these General Terms and the base Agreement that cannot be resolved, the Base Agreement shall control.

## **BRIEFING PAPER – ACTION ITEM**

### **ITEM 9:**

Review and consider approval of a funding request application to United Way of Lamar County by ATCOG in the amount of \$25,000 for the Paris Metro Bus System.

### **BACKGROUND**

The Paris Metro fixed-route and accompanying Paratransit service were launched on July 27, 2016, operating Monday through Friday from 6:30 a.m. to 6:30 p.m. Funding for this service has historically comprised of funds from federal, state, and local levels.

### **DISCUSSION**

United Way of Lamar County (UWLC) has been an advocate of the Paris Metro Bus System since its inception. UWLC has not only contributed funds for the past three years, they have also been a strong voice in the Paris community for Paris Metro and TRAX services. UWLC has contributed grant funds for Paris Metro in the amount of \$25,000 for the past three years. ATCOG is requesting this amount again for FY2020. As part of the grant agreement UWLC receives advertising space on Paris Metro buses and two Paris Metro shelters.

### **RECOMMENDATION**

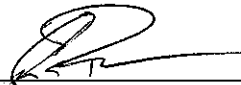
Staff recommends approval of this funding application.



**Section 1: Cover Sheet****Agency Name:** Ark-Tex Council of Governments

By signing below, we certify that the information in this funding request application is true and correct to the best of our knowledge, complete and has been approved by our board of directors on (date):

**Executive Director**

Chris Brown		5/6/2019
Name (please print or type)	Signature	Date

**President, Board of Directors**

Judge LD Williamson		
Name (please print or type)	Signature	Date

**Agency Contact Information****Contact Name:** Mark Compton**Mailing Address:** 4808 Elizabeth Street, Texarkana, TX 75503**Federal EIN #** 75-1293383**Email:** mcompton@atcog.org**Phone #:** 903.255.3569**Web-site:** www.atcog.org**FaceBook:** www.facebook.com/atcog**Board President Contact Information****Address:** 400 N Walnut Clarksville, TX 75426**Phone:** 903.427.2680**Email:** redrivercj@yahoo.com

**Section 1: Cover Sheet****Agency Name:** Ark-Tex Council of Governments

By signing below, we certify that the information in this funding request application is true and correct to the best of our knowledge, complete and has been approved by our board of directors on (date):

**Executive Director**

Chris Brown		
Name (please print or type)	Signature	Date

**President, Board of Directors**

Judge LD Williamson		5-6-14
Name (please print or type)	Signature	Date

**Agency Contact Information****Contact Name:** Mark Compton**Mailing Address:** 4808 Elizabeth Street, Texarkana, TX 75503**Federal EIN #** 75-1293383**Email:** mcompton@atcog.org**Phone #:** 903.255.3569**Web-site:** www.atcog.org**FaceBook:** \_\_\_\_\_**Board President Contact Information****Address:** \_\_\_\_\_**Phone:** \_\_\_\_\_**Email:** \_\_\_\_\_

**Section 2**

**Grant Funding Request Summary**

A document used to summarize agency funding requests by program.

<b>AGENCY NAME: Ark-Tex Council of Governments</b>	
<b>Program Name and Impact area</b>	<b>Amount Requested</b>
<b>Paris Metro, Health</b>	<b>25,000</b>
<b>Total amount requested:</b>	<b>25,000</b>

### **Section 3: Organization Information**

1. Agency Mission Statement:	The primary goal of ATCOG is to improve the quality of life for all citizens of the region on behalf of regional governmental organizations by providing a perspective on information and problem solving and by coordinating funding, resources, programs, and services.
2. Briefly describe the services your agency offers. How do they benefit residents within Lamar County?	<p>Our transportation program provides a variety of services within Lamar County. Paris Metro provides fixed-route services throughout the city of Paris and provides approximately 45,000 trips per year to residents in the city. The accompanying paratransit service provides transportation to residents within the city limits who are unable to ride the fixed route due to physical or mental challenges. While Paris Metro is open to the public, passengers must qualify for paratransit services based on a referral from their physician. Our demand response transportation service is available to residents outside of the city limits of Paris. This service is open to the public and free for seniors age 60 and over. Reservations are required to utilize our demand response services.</p> <p>Each of these services is unique in its own right and greatly benefits the residents of the city of Paris and Lamar County. These services are used to by residents to get to work, school, doctor's appointments, shopping trips, social activities, etc. Transportation is a critical part of living a productive, healthy life and we are honored to be able to provide these services throughout Lamar county.</p>
3. Total Number of Employees	63 total Transportation (6 Paris Metro staff)
4. Total number of full-time employees	47 total Transportation (4 Paris Metro, Drivers & Dispatcher)
5. Total number of part-time employees	16 Total Transportation (2 office staff Paris Metro—time split between Metro & TRAX)

<p>6. <u>Board/Governance:</u> Describe the role of the Board of Directors in advancing the mission of the organization. Include key issues to Board effectiveness that are being addressed this year. How often does your Board meet?</p>	<p>The ATCOG Board of Directors is comprised of representatives from each county and city in our nine county service area. Additionally, all State and Federal Congressmen and Senators are on the board as well. For purposes of furthering the mission of ATCOG, the Executive Committee is the deciding body. ATCOG board meetings are held on a monthly basis.</p>
<p>7. What is the organization's policy regarding Board Member Terms?</p>	<p>Executive Board Members serve a two year term.</p>
<p>8. <u>Volunteers:</u> Describe how the organization involves volunteers and unpaid personnel. Include number of volunteers and volunteer hours (<i>if tracked by the organization</i>).</p>	<p>Our transportation program does not utilize volunteers.</p>
<p>9. Explain the opportunities and challenges facing the organization in the next 3 – 5 years.</p>	<p>One of the biggest challenges that we face in all aspects of our service is lack of funding. Paris Metro has successfully sourced both public and private funds to provide this much needed service. Funds at the state and federal levels are constantly under pressure, which may adversely affect funding for this program.</p> <p>Opportunities exist for building new relationships within the community while nurturing those that already exist. It is crucial that we remain connected to the residents, businesses/organizations, and stakeholders in the city of Paris and throughout Lamar county. Paris Metro was established on relationship building and it is also the only way our services will grow. We also can see opportunities arising to expand our services (i.e., new routes), however this opportunity is completely dependent upon new funding.</p>

#### Section 4: Request for Funding

Program Title: Paris Metro

##### Select One Focus Area:

- ☐ Education *(Helping children and youth and adults achieve their potential)*  
☐ Financial Stability *(Promoting self-sufficiency and financial wellness)*  
☒ Health *(Improving people's health including wellness and nutrition)*

Select One:

- ☐ New Program for organization  
☐ New Program requesting funding from UWLC  
☒ Existing Program – Years in Existence: 3  
☐ Expanded Program

Amount Requested: \$ 25,000

<p>1. <b>Document the need</b> for the program you are requesting funding for. Local statistical data is encouraged.</p>	<p>Our passenger base for all of our transportation services is primarily composed of seniors, individuals with disabilities, and low-income families and individuals. According to census data 17.8% of Lamar County lives under the poverty line, and twenty-two percent (22%) of the county's population are seniors. Within the city of Paris, it is estimated that just over 5% of households have no vehicle at all while 29% report having only one vehicle. Not only does the data support the need for our services, but current and potential passengers have always been very vocal about the need for safe, affordable, public transportation.</p>
<p>2. <b>Define the Program:</b> Describe the services provided and how the program will be implemented. Examples: Staff, volunteers &amp; resources.</p>	<p>Paris Metro has four fixed bus route systems operating Monday through Friday from 6:30 am to 6:30 pm. This is operated with two buses on 30 minute routes. Therefore, the buses run routes 1 and 2, meet at the transit station—allowing passengers to transfer if needed—and then run routes 3 and 4. Extensive work has been done to ensure that destinations including health &amp; human service agencies, healthcare facilities, schools, shopping centers, etc., are on the routes. When developing the routes consideration was also given to include areas where transit-dependent passengers would likely live. Complementary to the fixed route is a Paratransit service for anyone in the city limits who needs transportation, but is unable to ride Paris Metro.</p>

	<p>Paris Metro does not use volunteers to help run our transportation services. Paris Metro utilizes 3 full time drivers, and our Paratransit services employees 2 full time drivers and 2 part time drivers. Paris Metro also has one full time route supervisor, and one part time office staff. Paratransit utilizes one full time dispatcher.</p>
<p>3. <b>Program Goals</b> – How will the program impact the priority area listed on the funding matrix? List the volume of work you will accomplish and the number of unduplicated individuals impacted. For example: <i>The program X will increase the financial wellness skills of 80 people through 10 weeks of classes for a total of 20 classes or 20 hours.</i></p>	<p>The ultimate goal of our program is give residents in Paris more independence and freedom through transportation. Lack of transportation can cause missed doctor's appointments, trips to dialysis, trips to pharmacies, and missed trips to work, school, and other functions. Through UWLC funding, our goal is to bridge the gap between Paris residents and access to healthcare and other destinations.</p> <p>In 2018, Paris Metro provided 44,914 trips. Our goal is to increase this number by 10% and provide, at minimum, 45,000 trips in 2019.</p>
<p>4. <b>Program Outcome</b> – How will you measure the impact of the program for the current funding year? What is your long-term community target outcome?</p>	<p>The performance measures for Paris Metro are primarily driven by number of trips. Our trip numbers have increased annually, and we anticipate this will be our biggest year to date.</p> <p>Aside from trip count, we also measure outcomes through passenger surveys. Passenger surveys allow us the opportunity to get feedback on what we're doing well and what we can improve upon by the people who use our services most often.</p>

<p>5. <b>Outcome Story</b> - Please provide us with a story that conveys the importance of your program to our community.</p>	<p>Recently at our Paris Metro office one of our drivers, Jeff Sykes, and our Road Supervisor, Lymon Samis, noticed one of our male passengers lying outside on the ground. The man had been riding the bus most of the day, and had collapsed near the front office entrance after getting off the bus. Mr. Sykes halted his route and went to check on the passenger. The man was obviously inebriated, and upon closer look our driver noticed the man was turning blue. Staff called the police and called for an ambulance. While waiting on the ambulance to arrive Mr. Samis administered CPR. Mr. Samis was able to administer CPR quickly and safely enough for the gentleman's breathing to return and he was able to go with EMS once they arrived.</p> <p>A couple weeks after the incident, the passenger returned to the Paris Metro office to thank the staff for what they had done, and for saving his life. He also admitted to having a problem with drinking and told the staff that he was going to be seeking treatment for his issues.</p>
<p>6. When will this program be available? On what days and during what hours:</p>	<p>Monday – Friday, 6:30 am to 6:30 pm</p>
<p>7. Client requirements for eligibility:</p>	<p>There are no eligibility requirements to ride Paris Metro, as this service is open to the public. Our Paratransit service is for those unable to ride public transit. For this, passengers are required to submit an application and must have a doctor sign off on the application as necessary and valid.</p>
<p>8. Client fee for service:</p>	<p>Fee for fixed route (Paris Metro) is \$.50. Seniors age 60 and over ride free.</p>
<p>9. Percentage of clients paying a fee:</p>	<p>Approximately 50% of our passengers pay the regular fee.</p>
<p>10. How do you identify clients and/or how do clients find out about your services?</p>	<p>We work with agencies in Paris to educate their staff in order to increase awareness and educate the public about our services. We also attend community events such as health fairs, meetings with health &amp; human service agencies and public meetings which are often held at local senior centers.</p> <p>In addition to these efforts, we also produce marketing and advertising materials that are distributed throughout the city of Paris which helps us spread the word about our services. A lot of new passengers hear about us from our</p>



	current passengers. Word of mouth is a big means of promotion for us.
11. Are there limits/caps to the services your clients can receive? Please explain.	There are no limits or restrictions to any of our services except for Paratransit. Paratransit services require a doctor's referral. Aside from this, our services are open to the public and there are no limits to the number of trips passengers can take.
12. How will you promote receiving funding for this program from United Way to the community?	United Way of Lamar County will continue to have signage on the rear of our Paris Metro buses, in addition to being named on the Paris Route Maps and other promotional items (i.e., brochures). We also display UWLC window clings at our office here in Paris.

**Section 5: Program Budget** (Comprehensive budget of Program ONLY)

Program Operating Expenses	Actual	Current Year	Next Year (Projected)
<i>You may use your fiscal year if it is not a calendar year.</i>	10/01/18-04/30/19	10/01/2018-9/30/2019	10/01/2019-09/30/2020
<b>SUPPORT &amp; REVENUE</b>			
TxDOT 5311 Grant	78,750	135,000	145,000
TxDOT 5310 Grant	39,081	67,000	117,678
Paris Regional Medical Center	15,000	25,000	15,000
Paris Junior College	15,000	25,000	25,000
United Way of Lamar County	15,000	25,000	25,000
Texas Oncology	15,000	25,000	25,000
City of Paris	15,000	25,000	25,000
RAM Foundation	15,000	25,000	25,000
St. Joseph's Foundation	6,000	10,000	5,000
<b>TOTAL SUPPORT &amp; REVENUE</b>	213,831	362,000	407,678
<b>EXPENSES</b>			
Drivers	42,000	72,009	79,181
Route Supervisor	16,345	28,018	30,000
Office Staff	26,894	46,103	48,646
Fuel	23,331	40,000	45,000
Maintenance & Repairs	20,000	32,000	35,000
<b>TOTAL EXPENSES</b>	128,570	218,130	237,827

Program Operating Surplus (Deficit)	85,261	143,870	169,851

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**Please describe any anticipated deficit or surplus to the proposed year budget and the impact that this will have on programming. How would an increase or decrease in United Way funding impact your programming and budget?**

Current surplus is due to local funds being received in a lump sum each year from all entities except UWLC.  
We will see a decrease in some of our local match for FY2020, and a decrease from UWLC would greatly impact an already stretched budget.

## **BRIEFING PAPER – ACTION ITEM**

### **ITEM 10:**

Review and consider approval of amendment of the Ark-Tex Council of Governments Drug and Alcohol Testing Policy & Procedures with revisions.

### **BACKGROUND**

Ark-Tex Council of Governments Rural Transit District is required under FTA Regulations to comply with all DOT Drug & Alcohol Testing Regulations. On an annual basis the ATCOG Board takes action reaffirming the policy and the compliance with it. Periodically there are changes in the Federal Regulations that require the amendment of the policy and the adoption of the new regulations in the form of a Resolution.

### **DISCUSSION**

As mandated by its drug and alcohol regulation, the Federal Transit Administration (FTA) will, effective January 1, 2019, increase the minimum rate of random drug testing from 25 percent to 50 percent of covered employees for employers subject to FTA's drug and alcohol regulation. This increased random drug testing rate results from a recent up-tick in the proportion of violations identified through random drug testing.

The FTA is required by statute, at 49 U.S.C. 5331 (b)(1), to issue regulations establishing a program that requires public transportation operators that receive financial assistance under certain FTA programs to conduct, among other types of testing, random testing of public transportation employees responsible for safety-sensitive functions for the use of a controlled substance in violation of law or a Federal Regulation.

We have included for your information the Employee Notice created by DOT to inform all safety-sensitive employees of the changes that took effect January 1<sup>st</sup>.

### **RECOMMENDATION**

Staff recommends approval of the Resolution amending Ark-Tex Council of Governments Drug & Alcohol Testing Policy & Procedures.

## **Ark Tex Council of Governments**

### **Drug and Alcohol Testing Policy & Procedures**

**This policy applies to all employees of**

## **Ark Tex Council of Governments**

**to meet the qualifications outlined in Title  
49 Code of Federal Regulation Part 655 and  
Part 40**

The following policy is designed to comply with  
U. S. Department of Transportation, Federal Transit Administration Regulations  
Concerning Drug and Alcohol Testing.

Any provisions set forth in this policy that are included under the sole authority of Ark  
Tex COG and are not provided under the authority of the above named Federal  
regulations are underlined. Any tests conducted under the sole authority of Ark Tex  
COG will be performed on NON-USDOT forms and will be separate from USDOT  
testing in all respects

This policy in no way supersedes any of the Department of Transportation  
regulations governing drug and alcohol testing.

Program and policy sponsored by:

**Allied Compliance Services, Inc. ®**  
2827 74th St, Lubbock, TX  
800.411.6906

Rev 1/19.

- A. Purpose of Employee Drug and Alcohol Testing
- B. Applicability & Safety Sensitive Functions
- C. Definitions
- D. Prohibited Substances
- E. Prohibited Behavior
- F. Required Testing
- G. Drug Testing Procedures
- H. Drug Testing Cutoff Levels
- I. Alcohol Testing Procedures
- J. Training
- K. Education
- L. Positive Test/Refusal to Test
- M. Reference for Employee Assistance Program
- N. Record Keeping
- O. Personnel and Services
- P. Forms

For the purpose of this policy, ARK TEX COUNCIL OF GOVERNMENTS will hereafter be referred to as "The Transit Agency" or as the "Employer".

Date of Board Approval for Revised Policy **January 25, 2018.**

**655.15 The Designated Employee Representative (DER) will be responsible to answer employee questions about the drug and alcohol testing program**

The duties of the DER are as follows:

- To manage the drug and alcohol testing program in conjunction with the Third Party Provider, Medical Review Officer and Substance Abuse Professional
- To maintain test records in a secured location apart from personnel files and medical records
- To disseminate informational materials to all employees on the requirements of this Policy and Procedures
- To provide information, and otherwise answer any questions an employee may have regarding applicable state and federal drug and alcohol testing laws, what rights each employee has, and what responsibilities each employee must follow to participate in this drug and alcohol testing program

DER for this Transit Agency: Transportation Manager  
Address of DER: P O Box 5307, Texarkana, TX 75505  
Phone number of DER: 903-832-8636

**A. Purpose of Employee Drug and Alcohol Testing**

655.1 The purpose of this part is to establish a drug and alcohol testing program designed to help prevent accidents, injuries and fatalities resulting from the misuse of alcohol and use of prohibited drugs by employees who perform safety-sensitive functions.

The use of illegal drugs and alcohol is prohibited at all times and employees in safety-sensitive positions may be tested for drugs anytime while on duty.

655.11 This document provides a uniform procedure concerning the testing of employees or applicants for employment to detect individuals having drugs or alcohol in their systems.

The purpose of such testing is to provide, in the interest of the safety of employees, passengers, and the general public, work and service environments that are free from the effects of drug and alcohol abuse. THE TRANSIT AGENCY is committed to providing a safe work place for its employees that is free of the effects of substance abuse. Since THE TRANSIT AGENCY is involved in public service, the community depends on careful attention by all employees. Such attention cannot be affected by the use of drugs and/or alcohol.

The Federal Transit Administration of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result, or refusal to test. The USDOT has also published 49 CFR Part 40, as amended that sets standards for the collection and testing of urine and breath specimens.

THE TRANSIT AGENCY expects employees to report for work in condition to perform their duties. On-the-job involvement with drugs and/or alcohol is a violation of THE TRANSIT AGENCY's policy and Federal law. THE TRANSIT AGENCY also recognizes that employee off-the-job involvement with drugs and alcohol can have an impact on the work place and our ability to accomplish the goal of a safe, effective, drug and alcohol-free work environment.

## **B. Applicability**

**655.3** The Federal Transit Administration requires a Drug and Alcohol testing program to each recipient and subrecipient receiving Federal assistance under: 49 U.S.C. 5307, 5309 or 5311 or 23 U.S.C. 103 (e) (4) and any contractor of a recipient or subrecipient of Federal assistance under: 49 U.S.C. 5307, 5309 or 5311 or 23 U.S.C. 103 (e) (4). Drug and alcohol testing will be conducted in accordance with 49 CFR Part 40.

A drug and alcohol testing program applies to:

These procedures apply to all safety-sensitive employees, including paid part-time employees, temporary employees, volunteers, contract employees and contractors who perform safety-sensitive functions.

The use of illegal drug is prohibited at all times and employees may be tested for drugs anytime while on duty.

*Covered employees are:*

- *Operate a revenue vehicle, in or out of revenue service*
- *Operate a non-revenue vehicle requiring a CDL*
- *Control movement or dispatch of a revenue service vehicle (determined by the employer)*
- *Maintenance of a revenue service vehicle, or equipment used in revenue service*

They also apply to off-site lunch periods or breaks when an employee is scheduled to return to work. Under the sole authority of the Transit Agency, visitors, vendors, and contractor employees who may not perform safety-sensitive duties, may also be subject to NON-DOT procedures while on THE TRANSIT AGENCY premises and will not be permitted to conduct THE TRANSIT AGENCY business if found to be in violation of these procedures.

## **Notice of Testing**

### **655.7**

This procedure will act as notice of Drug and Alcohol Testing as prescribed in the Omnibus Transportation Employee Testing Act of 1991 and Department of Transportation (DOT) regulations. These regulations are 49 CFR Part 655, "Prevention of Prohibited Drug Use in Transit Operations", and 49 CFR Part 655, "Prevention of

Alcohol Misuse in Transit Operations" and 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs".

In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1983", which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Federal Transit Administration (FTA). These procedures incorporate those requirements for safety-sensitive employees and others when so noted.

655.6: Part 655 preempts any state or local law, rule, regulation or order.

### Intent

THE TRANSIT AGENCY is dedicated to providing safe and dependable transportation services to our passengers. THE TRANSIT AGENCY's employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment, which promotes personal opportunities for growth. In meeting these goals, it is our intent to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner
- Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances
- To encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affects their ability to perform their assigned duties

**655.4 A safety-sensitive function** is any duty related to the safe operation of a THE TRANSIT AGENCY, as defined below.

Functions performed by employees in a safety sensitive function include one or more of the following:

- Operate revenue service vehicles, including when not in revenue service
- Operate non-revenue service vehicles for which drivers are required to hold a commercial driver's license (CDL)
- Dispatch or control movement of revenue service vehicles
- Perform maintenance on transit vehicles and equipment used in revenue service (except for maintenance contractors for Section 5311 transit agencies) unless the agency is an area less than 200,000 in population and contracts out such services.
- Provide security and carry a firearm



## Condition of Employment

655.41 All applicants and potential employees shall be notified of THE TRANSIT AGENCY's drug and alcohol testing policy and shall be advised that they will be required to submit to and pass a drug test prior to employment. Employment of any person is contingent upon passing a drug test.

All applicants and potential employees shall be required to acknowledge and sign THE TRANSIT AGENCY's policy. Failure to submit to the drug test by the applicant shall result in the immediate elimination of the individual from any further consideration for employment.

655.15 Participation in THE TRANSIT AGENCY drug and alcohol testing program is a requirement of all safety-sensitive employees and therefore, is a condition of employment.

## Changes or Modifications

THE TRANSIT AGENCY reserves the right to change the provisions of this testing procedure. All personnel will be notified of changes prior to instituting the changes.

## C. Definitions

655.4

**Accident** - An occurrence associated with the operation of a vehicle in and out of service, if as a result:

- A fatality
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident
- A mass transit vehicle involved that is a bus, electric bus, or automobile, and one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle

**Administrator** - Administrator of the Federal Transit Administration or the Administrator's designee

**Air Blank** - A reading by an EBT of ambient air containing no alcohol

**Alcohol** - The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol. References to use or possession of any beverage, mixture or preparation containing ethyl alcohol (including any medication containing *alcohol*)

**Alcohol Test** - A test conducted by a Breath Alcohol Technician, or any other person approved by the DOT rules, using an Evidential Breath Testing Device to measure the amount of alcohol concentration in a volume

Of breath, or any other test used to detect the presence of alcohol that is approved by the Department of Transportation

**Alcohol Use** - The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol

**Anti-Drug program** – a program to detect and deter the use of prohibited drugs as required by this part

**Breathe Alcohol Technician (BAT)** - An individual trained to proficiency and certified in the use of an evidential breath testing device

**CDL** - Commercial Driver's License

**Certification** – a recipient's written statement, authorized by the organization's governing board or other authorizing official that the recipient has complied with the revisions of this part (655.82 and 655.83)

**Confirmation Test** – For alcohol testing, a confirmation test means a second test following a screening test with a result of 0.02 or greater that provides a quantitative data of alcohol concentration. Confirmation of the screening test must be by an Evidential Breath Testing (EBT) device that appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

For controlled substances testing, a confirmation test means a second analytical procedure to identify the presence of a specific drug metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. Gas Chromatography/Mass Spectrometry (GC/MS) is the authorized confirmation method for cocaine, marijuana, opioids, amphetamines, and phencyclidine

**Controlled Substance** - For purposes of these procedures, controlled substances or drugs are cocaine, marijuana, opioids, amphetamines, phencyclidine and any other substance determined by the U.S. Department of Transportation to be a controlled substance

**Controlled Substance Test** - A method for determining the presence of controlled substances in a urine sample using a scientifically reliable method performed in accordance with procedures specified in 49 CFR Part 40

**Covered employee** – a person, including an applicant or transferee, who performs or will perform a safety-sensitive function for an entity subject to this part.

A volunteer is a covered employee if:

- They are required to hold a CDL to operate the vehicle

- They perform a safety-sensitive function for an entity subject to this part and receive remuneration in excess of their actual expenses incurred while engaged in the volunteer activity

**Covered Position** - Any person, including an applicant, or transferee, who performs, or could potentially perform any safety-sensitive function

**Cut-Off Limit** - The quantitative level that determines whether a controlled substance or drug is positive or negative, as listed in 49 CFR Part 40, as amended

**DHHS** - United States Department of Health & Human Services

**DOT, The Department, DOT Agency** - These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

**Disabling Damage** - Damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- Inclusion: Damage to motor vehicles that could have been driven, but would have been further damaged if so driven
- Exclusion: Damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available or damage to headlights, taillights, turn signals, horn, or windshield wipers that make them inoperative

**Employee** - Any person employed by THE TRANSIT AGENCY or referred to as the Donor on testing forms

**Employer** - a recipient or other entity that provides mass transportation service or which performs a safety-sensitive function for such recipient or other entity.

**EBT** - A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

**FTA** - Federal Transit Administration

**Gas Chromatography/Mass Spectrometry (GC/MS)** - A type of chemical analysis used to perform the confirmation of a drug test

**Immunoassay Technology** - One type of chemical analysis used to perform the initial or first test of a drug screen

**MRO** - Medical Review Officer - A licensed physician (medical doctor or doctor of osteopathy) responsible for

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receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information

**Non-negative Test Result** - An alcohol breath test result equal to or greater than 0.02, but less than 0.04

**On Premises** - Any work location, revenue service vehicle, property, or office or work stations/areas, which is owned, serviced or used by THE TRANSIT AGENCY personnel, or its clients or contractors

**Performing a Safety-Sensitive Function** - An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive function

**Positive rate** - the sum of the annual number of positive results for random drug tests conducted under this part plus the annual number of refusals to submit to a random drug test authorized under this part divided by the sum of the annual number of random drug tests conducted under this part plus the annual number of refusals to submit to a random drug test authorized under this part

**Recipient** - an entity receiving Federal financial assistance under 49 U.S.C. 5307, 5309, 5311 or under 23 U.S.C 103 (e) (4)

**Refuse to submit** - any circumstance outlined in 49 CFR 40.191 and 40.261, or other DOT agency regulation, as defined below:

1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
3. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
4. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
5. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
6. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
7. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
8. Fail to cooperate with any part of the testing process.
9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
10. Possess or wear a prosthetic or other device used to tamper with the collection process.
11. Admit to the adulteration or substitution of a specimen to the collector or MRO.
12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
13. Fail to remain readily available following an accident.
14. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

**Revenue Service Vehicle** — All transit vehicles that are used for passenger transportation service.

**Safety-Sensitive Function** - Any of the following duties:

- Operating a revenue service vehicle, including when not in revenue service (drivers and others required to operate revenue vehicles as part of their job duties)
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License
- Controlling dispatch or movement of a revenue service vehicle (dispatchers or those who as part of their job duties fill in for a dispatcher or cross-train)
- Maintaining a revenue service vehicle or equipment used in revenue service (mechanics, service mechanics, service helpers, and vehicle washers)

**Split Sample** - The dividing of a urine specimen into two specimen bottles. The primary specimen bottle shall contain thirty (30 ml) milliliters of urine, with the secondary, or split specimen containing at least fifteen (15 ml) milliliters of urine. The additional sample is collected with the original specimen, to be tested in the event the original specimen tests positive

**SAP** - Substance Abuse Professional - A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. Reference Part 40.281

**Third Party Administrator** - Any company, consortium, corporation, or other entity designated by the employer to administer or provide chemical or drug testing services or programs. Reference Part 40 Subpart Q  
**Vehicle** - a bus, electric bus, van, automobile, rail car, trolley car, trolley bus or vessel used as a mass transit vehicle for mass transportation or for ancillary services.

**Verified Negative Drug Test Result** - A drug test result reviewed by a Medical Review Officer and determined to have no evidence of prohibited drug use.

**Verified Positive Drug Test Result** - A drug test result reviewed by a Medical Review Officer and determined to have evidence of prohibited drug use.

**Violation rate** - The sum of the annual number of results from random alcohol tests conducted under this part that have alcohol concentration of .04 or greater plus the annual number of refusals to submit to an alcohol test authorized under this part, divided by the sum of the annual number of random alcohol tests conducted under this part plus the annual number of refusals to submit to a drug test authorized under this part.

#### D. Prohibited Substances

**655.21** and **655.31** Prohibited substances addressed by these procedures include the following:

- **Illegally Used Controlled Substances or Drugs**  
**655.21**

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Substances which include, but are not limited to, any form of alcohol, dangerous drug, controlled substance, prescriptive, inhalant, illegal drugs, or combination thereof. Any illegal drug or substance identified in Schedules I through V Section 202 of the Controlled Substance Act (21 U.S.C. 812), as further defined by 21 CFR 1300.11 through 1300.15. **This includes: Marijuana, Amphetamines, Opioids, Phencyclidine (PCP), Cocaine** as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes the use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

- **Legal Drugs**

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, under the sole authority of ATCOG (and not required by the USDOT or DOT Agency federal regulations), the use of any medication which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a ATCOG.

The employee is required to provide a written release from his/her doctor or pharmacist indicating whether or not the employee can continue to perform his/her safety-sensitive functions while still taking this medication."

- **Alcohol**

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing safety-sensitive functions is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device, as defined in 49 CFR Part 40, as amended.

## **E. Prohibited Behavior 655.31 and 655.33**

### **Alcohol Testing**

- Employees will be removed immediately from safety sensitive duties if their breath alcohol test is 0.04 or above
- If a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
  - The employee's alcohol concentration measures less than 0.02; or
  - The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- Safety-sensitive and non-safety-sensitive employees under company policy shall not possess alcohol while on duty or operating a commercial motor vehicle
- The use of alcohol while performing their safety-sensitive or non-safety-sensitive job functions is prohibited
- Performing safety-sensitive and non-safety-sensitive functions within four hours of having used alcohol
- The use of alcohol by safety-sensitive and non-safety-sensitive employees within eight hours following an accident, or before undergoing a post-accident alcohol test, whichever comes first.
- Employees are prohibited from consuming alcohol while on call.

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- Employees on call will be given the opportunity to acknowledge the use of alcohol and the inability to perform safety sensitive functions.

**The Transit Agency has a zero tolerance policy and consequences for a positive test result is termination of employment.**

Referral Resources

Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified SAPs. The SAP must follow guidelines according to Part 40 Subpart O.

**655.21 Drug Testing**

- Reporting for duty, remaining on duty, or performing safety-sensitive and non-safety-sensitive functions after having tested positive for a controlled substance is prohibited
- Using, manufacturing, distributing, dispensing or possessing controlled substances is prohibited
- Failure by a safety-sensitive or non-safety-sensitive employee to submit immediately to a chemical or alcohol test when requested is prohibited and will be considered equivalent to a positive test result

Supervisors and managers are directed to use and apply all aspects of this procedure in an unbiased and impartial manner. Any supervisor or manager who knowingly disregards the requirements of this procedure, or who is found to deliberately misuse the procedure in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

**The Transit Agency has a zero tolerance policy and consequences for a positive test result is termination of employment.**

**Drug Statute Conviction** Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify THE TRANSIT AGENCY of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action including termination.

**F. Required Testing**

**655.41 Pre-employment Testing:**

All safety-sensitive applicants shall undergo urine drug testing immediately following the offer of employment or transfer into a safety-sensitive position.

It is allowed to hire an applicant and assign non-safety-sensitive duties until the test result is received. An employer may not transfer an employee from a non-safety-sensitive position until a verified negative test result is received.

Receipt of a negative drug test result is required prior to the performance of safety-sensitive functions. If an individual refused to be tested or fails the pre-employment drug test, they will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAPs). The applicant will be disqualified for employment for a period of six months. Any applicant who has previously had a USDOT positive drug or alcohol test, or test refusal, must provide the employer proof of having successfully completed a referral, evaluation, and treatment plan as described in Section 655.62.

**655.41**

A pre-employment test is required for an employee who has been removed from safety sensitive duties and removed from the random testing pool for more than 90 days.

Applicants are required (even if ultimately not hired) to provide the Employer with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. The Employer is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. Failure to do so will result in the employment offer being rescinded.

If a pre-employment test is canceled, The Employer will require the applicant to take and pass another pre-employment drug test.

Pre-employment testing will be conducted in accordance with procedures established in 49 CFR Parts 655 and 40 or as amended.

**655.34 and 655.44 Post-Accident Testing:**

- **FATAL ACCIDENTS** – A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, when a fatality occurs. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- **NON FATAL ACCIDENTS** – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
  - An injury requiring transportation to a medical treatment facility, and the covered employee may have contributed to the accident

One or more vehicles incurs disabling damage as a result of the occurrence where a vehicle must be transported from the scene, and the covered employee may have contributed to the accident



Any other safety-sensitive or non-safety-sensitive employee under company policy whose performance could have contributed to the accident, as determined by THE TRANSIT AGENCY using the best information available at the time of the accident, will be given a drug and alcohol test.

Post-accident drug and alcohol tests must be conducted as soon as possible after the accident.

- Drug tests must be performed within 32 hours after the accident
- Alcohol tests should be performed within 2 hours after the accident. If an alcohol test required by this part is not administered within 2 hours of the accident, documentation shall be prepared and maintained on file stating the reasons the test was not promptly administered.
- If an alcohol test required by this part is not administered within 8 hours following the accident, all attempts to administer the test shall cease and documentation shall be maintained.

A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying THE TRANSIT AGENCY of his or her location if he or she leaves the scene of the accident prior to submission to testing, may be deemed by THE TRANSIT AGENCY to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Post-accident testing will be conducted in accordance with procedures established in 49 CFR Parts 655 and 40 or as amended.

ATCOG reserves the right to conduct NON-USDOT drug and/or alcohol testing under the sole authority of ATCOG following an accident/incident which does not meet the USDOT-FTA post-accident testing thresholds discussed above in this section. This testing would be completely separate from all USDOT testing in every respect and would be conducted on NON-USDOT / NON-FEDERAL testing forms.

**655.43 Reasonable Suspicion Testing:** All safety-sensitive employees may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the short-term effects of substance abuse.

Reasonable suspicion referrals must be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited abuse or misuse. An employer's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. The questioned conduct must be witnessed and documented in writing.

Alcohol testing is authorized only if the observations of this section are made during, just preceding, or just after the performance of safety-sensitive functions. An employer may only direct a covered employee to undergo reasonable suspicion testing for alcohol while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Alcohol tests must be performed within 2 hours after the determination reasonable suspicion testing is required. If a test required by this part is not administered within 2 hours of the determination, documentation shall be prepared and maintained on file stating the reasons the test was not promptly administered. If a test required by this part is not administered within eight hours following the determination, all attempts to administer an alcohol test shall cease and documentation shall be maintained.

Transit Agency officials other than supervisors may also make reasonable suspicion determinations as long as they have received reasonable suspicion training.

Reasonable Suspicion testing will be conducted in accordance with procedures established in 49 CFR Parts 655.14(b) (2) and Part 40, as amended.

**655.45 Random Testing:** Conducted on employees who perform safety-sensitive functions. Random testing will be conducted on an unannounced basis, spread reasonably throughout the calendar year, day of the week, and hours of the day. The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. FTA has increased the percentage rate from 25 percent to 50 percent as of January 1, 2019, of all covered employee's that are subject to random drug and alcohol testing in a calendar year, random alcohol testing remains at 10 percent. Random Testing rates can also be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.

The employer will ensure that the random computer program used is monitored to achieve the annual testing rates. *Under the scientific method* for selection process used, each covered employee shall have an equal chance of being tested each time selections are made.

All random drug and alcohol testing shall be unannounced and the dates of testing shall be spread reasonably throughout the year. Selected employees will report for random testing immediately after notification. Prior notice will not be given to the contact person or DER selected for Random testing.

The testing will be conducted during all hours and days when safety-sensitive duties are performed. Testing can occur during the beginning, middle, or end of an employee's shift.

Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under the employer's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty.

In instances where a covered employee is not performing safety-sensitive functions for a period of 90 days or more regardless of reason, and is removed from the random testing pool during that time, the employee will be required to take a pre-employment drug test and have a negative test results prior conducting safety-sensitive functions.

#### **Dilute Negative Test Results**

##### **40.197**

The Medical Review Officer will require a recollection under direct observation if the creatinine level is greater than or equal to 2 mg/dl but less than or equal to 5 mg/dl based on the creatinine level found in the specimen.

Random testing will be conducted in accordance with procedures established in 49 CFR Parts 655 and 40, as amended.

**655.46, 655.52 and 655.62 Return-to-duty Testing:** ATCOG will terminate the employment of any employee that tests positive or refuses to test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit agency, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered safety-sensitive employees (or applicants) who have previously tested positive or refused to take a drug or alcohol USDOT test shall be tested for prohibited drug and/or alcohol use before they return to duty to meet DOT requirements. It is a requirement for the employee to have an evaluation from the Substance Abuse Professional and documented evidence of completed treatment before a Return to Duty test may be completed.

Any employee who tests positive on an alcohol or drug test or has refused such testing must be evaluated by a Substance Abuse Professional (SAP) who shall determine what assistance the employee needs in resolving problems associated with alcohol or drug use.

Return-to-duty testing will be conducted in accordance with procedures established in 49 CFR Parts 655 and Part 40, or as amended.

**655.47 Follow-up Testing:** If allowed to return to duty, safety-sensitive employees shall be subject to unannounced follow-up testing for at least 12 but not to exceed 60 months. Follow-up testing is separate from and in addition to the random testing program. The employer is responsible for determining the unannounced dates for testing.

Follow-up testing will be conducted in accordance with procedures established in 49 CFR Parts 655 and 40, or as amended.

#### **G. Drug Testing Procedures**

##### **Part 40 Subpart D & Subpart E**

##### **655.51**

All collections of urine samples shall be according to the rules established by the Department of Health &

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The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure and the validity of the test result.

The procedure:

- Donor identity is checked with a photo identification
- A urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40 as amended.
- Each specimen will be accompanied by a DOT Custody and Control Form with a unique ID number for the specimen to the correct individual
- A DHHS certified laboratory will conduct the specimen analysis
- The initial test will be conducted on the primary urine specimen
- Non negative specimens will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS)
- A positive test result will be reported if the amounts of the drug and/or its metabolites identified by the GC/MS test are above the confirmation limits
- The MRO receives and reviews the test result from the certified lab
- The MRO ensures the validity of the test and determines whether there is a medical explanation for a confirmed positive, substitute or adulterated test result
- The MRO will attempt to contact the donor to verify a legitimate medical reason for the test result
- The test will be verified positive or refusal to test if there is not a legitimate medical reason for the result
- The test result will be reported.

The DER or verified contact person will be notified immediately of the positive test result and documentation of time, date and name of person receiving the information will be made on the test result. The hard copy will be mailed.

- The test will be reported to the DER as a negative if there is a legitimate explanation for the result
- A retest will be conducted under direct observation if the test is invalid without a medical explanation

The collection site person and the employee shall be present at the same time during the following:

- The collection site person shall place securely on the bottle an identification label that contains the date, the individual's specimen number, and any other identifying information provided or required by the employer. If separate from the label, the tamper-proof seal shall also be applied.

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- The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collection from the donor.
- The collection site person shall enter on the drug testing CCF form all information identifying the specimen. The collection site person shall sign the drug testing CCF form certifying that the collection was accomplished according to the applicable Federal requirements.

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques adhering to the most current DHHS cutoff levels or as amended

#### **Split Sample Testing**

##### **40.171**

If the test result of the primary specimen is positive, the employee may request that the MRO direct that the split specimen be tested in a different DHHS certified laboratory for the presence of the drug(s) for which a positive result was obtained in the test of the primary specimen. The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive test result.

If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test, and report the cancellation and the reasons for it to the DOT, the employer and the employee.

#### **I. Alcohol Testing Procedures**

##### **655.33**

Employees are prohibited from consuming alcohol while on call. Employees will be given the opportunity to acknowledge the use of alcohol and the inability to perform safety sensitive functions.

##### **655.35, 655.62**

##### **Consequences of a positive alcohol test:**

A test result of 0.02 or above, but less than 0.04 will require temporary removal from safety sensitive duties

until the next shift, but not less than 8 hours; or temporary removal from safety sensitive duties until the verified alcohol concentration is less than 0.02. Employees will be immediately removed from safety sensitive duties if their breath alcohol test is 0.04 or above and referred to a list of Substance Abuse Professionals.

All alcohol testing shall be performed according to the rules established by the Department of Health & Human Services and will be conducted in accordance with procedures established in 49 CFR Parts 655 and 40. Testing must occur before, during or immediately after performing a safety-sensitive duty.

Breath Tests must be conducted by a Breath Alcohol Technician trained to operate a Evidential Breath Testing device (EBT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices".

Alcohol screening tests may be performed with alcohol screening devices found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids".

**Alcohol Testing Form**  
**Part 40.225 and**  
**40.227**

The alcohol testing form must comply with the provisions as contained in 49 CFR Part 40, or as amended, with regard to the information that must be contained on the form. The form must address the specific requirements contained in 49 CFR Part 40. The form may not be modified or revised.

**Screening Test Procedures**  
**655.48 & 40 Subpart L**

The procedure will follow the guidelines of Part 40.241 through 40.247.

If the result of the screening test is less than 0.02, the BAT shall date the form and sign the certification. If the test is equal to or above 0.02 the employee must sign step 4 to acknowledge that he has seen the test result. A confirmation test must then be taken.

**Confirmation Test Procedures**  
**655.48 & Part 40 Subpart M**

The procedure must follow the guidelines of Part 40.251 through 40.255.

The BAT shall transmit all alcohol testing results to the Designated Employee Representative (DER) in a confidential manner. All communications by BATs shall be to the DER only and may be provided in writing, in person, or by telephone or electronic means. The BAT shall ensure that immediate transmission of test result to THE TRANSIT AGENCY is conducted in order for THE TRANSIT AGENCY to prevent the employee from performing any covered functions if necessary.

If the screening test is performed with a DOT approved saliva test and requires a Breath Alcohol confirmation test, the supervisor on duty will immediately accompany the donor to the nearest facility with an approved EBT and a BAT to administer the test.

**Refusal to Test and Uncompleted Tests**  
**655.49 & Part 40 Subpart N**

Refusal to test includes:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for

- a pre-employment test has not refused to test.
- In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- Fail to cooperate with any part of the testing process.
- Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- Possess or wear a prosthetic or other device used to tamper with the collection process.
- Admit to the adulteration or substitution of a specimen to the collector or MRO.
- Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- Fail to remain readily available following an accident

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

#### **655.14**

Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended.

Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

In addition, all supervisory personnel shall receive an additional minimum of one hour's education and training on the manifestations of and the behavioral, physical and performance indicators that may indicate drug use and an additional minimum of one hour's education and training on the manifestations of and the behavioral, physical and performance indicators that may indicate alcohol misuse.

Transit Agency officials other than supervisors may also make reasonable suspicion determinations as long as they have received reasonable suspicion training.

#### **K. Education**

##### **655.14**

The following information is to be used for the education of all employees in the manifestations and behavioral cues that may indicate prohibited drug use.

## **Types and Effects of Drugs**

### **Cocaine (Stimulants/Uppers)**

#### **Signs and Symptoms**

##### **Physical**

- Congested nose as if a common cold
- Mood swings
- Superabundant energy
- Hyperactivity
- Extended wakefulness
- Loss of appetite
- Difficulty in concentration
- Dilated pupils and vision problems
- High blood pressure, chest pains with palpitations
- Excessive sweating
- Vomiting, stomach cramps
- Irritability, anxiety, apprehension



**Withdrawal Symptoms**

- Apathy
- Long periods of sleep
- Irritability
- Depression
- Disorientation

**Work Related**

- Isolation and withdrawal from others
- Excess absences
- Poor work product
- Financial problems
- Secretive behavior

**Amphetamines (Stimulant)**

**Signs and Symptoms**

- Sweating
- Dilated pupils
- Restlessness
- Panic
- Confusion/Cannot concentrate
- Irregular heart beats
- Fatigue from hangover effects

**Withdrawal Symptoms**

- Apathy
- Long periods of sleep
- Depression
- Disorientation

**Work Related**

- Avoids others
- Excessive absences
- Financial problems
- High rate of accidents

**Opioids (Narcotic) Signs**

**and Symptoms**

- Constricted pupils
- Euphoria
- Respiratory depression
- Slow mental functions

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Effective January 2019

- Drowsiness
- Nausea

U.S. Department of Transportation  
Federal Transit Administration  
Regulation Revision Date January 2019

#### **Withdrawal Symptoms**

- Watery eyes
- Runny nose
- Loss of appetite
- Tremors
- Panic
- Cramps and nausea
- Chills and sweating

#### **Work Related**

- Financial problems
- Excessive absences
- High rate of accidents
- Avoids others

#### **PCP (Hallucinogens)**

Phencyclidine

#### **Signs and Symptoms**

- Dilated pupils
- Illusions
- Hallucination
- Poor perception of time
- Poor perception of distance
- Extreme mood swings
- Confusion and agitation

#### **Withdrawal Symptoms**

- None known

#### **Work Related**

- Financial problems
- Cannot understand instructions
- Avoids others
- Excessive absences

## **THC**

### **Signs and Symptoms**

#### **Low doses**

- Bloodshot eyes (often masked by eye drops)
- Distinctive odor on clothing
- Lack of motivation
- Restlessness
- Increased sense of well being
- Dreamy state of relaxation
- Frequently hungry, especially for sweets

#### **High doses**

- Bloodshot eyes
- Distinctive odor on clothing
- Lack of motivation
- Rapidly fluctuating emotions
- Impaired memory
- Loss of personal identity

### **Withdrawal Symptoms**

- Insomnia
- Hyperactivity
- Decreased Appetite

### **Work Related**

- Isolation and withdrawal from others
- Excess absences
- Financial problems

### **Effects of Alcohol**

Alcohol is a non-illegal drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment during social gatherings. However, when consumed primarily for its physical and mood altering effects, it is a substance of abuse. As a depressant, it slows down physical response and progressively impairs mental functions.

### **Signs and Symptoms of Use**

- Dulled mental process
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction time

- Slurred speech

#### **Health Effects**

The chronic consumption of alcohol (average of three servings per day of beer (12 ounces), whiskey (1ounce), or wine (6 ounce glass) over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality

- Ulcers
- Birth defects (up to 54% of all birth defects are alcohol related)
- Forty percent of family court cases are alcohol problem related
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related

#### **L. Positive Test/Refusal to Test**

655.61, 655.62

A positive drug/alcohol test, or refusal to test is a violation of THE TRANSIT AGENCY's policy and FTA regulations. The employee will immediately be removed from safety-sensitive duties and will be provided with a list of USDOT qualified SAPs.

A safety-sensitive or non-safety-sensitive employee who refuses to submit to a drug and/or alcohol test, will be considered to have failed the test. Failure to comply with request for drug/alcohol testing will result in disciplinary action including termination.

THE TRANSIT AGENCY employees with positive drug/alcohol screens will be informed in a meeting with their supervisor and/or department manager. If the employee is a member of a union, a Union Representative may be present, if requested by the employee.

#### **M. Reference List for Employee Assistance Program**

655.53

The following resources are available to employees of THE TRANSIT AGENCY. These facilities have qualified Substance Abuse Professionals on staff that may be used in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances. The SAP must follow guidelines according to Part 40 Subpart O.

The DAPM or DER will confirm that the facility has a specific name of a Substance Abuse Professional to use as a reference for the employee.

*American Substance Abuse Professionals (ASAP) 888-792-2727*

*www.SAPlist.com*

*www.SAPreferralservice.com*

#### **N. Record Keeping**

655.71

The DER shall maintain all drug and alcohol testing results in secured files that will be separate from personnel files and medical records. Only the DER, and those personnel who are authorized by the DER to be directly involved in the drug testing program, will have access to the secured files.

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Allied Compliance Services, Inc.®  
Effective January 1,2019

U.S. Department of Transportation  
Federal Transit Administration  
Regulation Revision Date January 2019

Records shall be maintained:

- Five years - Records of non-negative drug or alcohol test results  
Documentation of refusals to test  
Referrals to the SAP  
Annual MIS reports
- Two years - Records related to the collection process and employee training
- One year - Records of negative drug and alcohol test results

Types of Records:

- Records related to the collection process
- Test result records
- Records of employee training

655.72 An employee is entitled, upon written request, to obtain copies of any records pertaining to his or her use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substances tests. THE TRANSIT AGENCY shall promptly provide the records requested by the employee. Records may be released to other authorized persons only as directed by law or written consent of the employee.

Monitoring Program

THE TRANSIT AGENCY shall audit all contractor drug and alcohol testing programs to determine compliance. Auditing may occur by (but is not limited to):

- Require an affidavit of compliance from the contractor
- Review the contractor's Drug and Alcohol testing program
- Require the contractor to allow access to property and records by THE TRANSIT AGENCY, the DER's Auditor and any federal or state official as required by the regulations

**O. Personnel and Services**

• **Consortium Information**

Allied Compliance Services, Inc.  
2827 74th Street      951 W. Pipeline, Ste. 320  
Lubbock, TX 79423      Hurst, TX 76053  
806.748.1120      817.589.9998  
Fax 806.748.7096      Fax 817. 589.0809  
1-800-411-6906

• **Laboratory Information – DHHS Certified laboratories list attached**

MedTox  
402 W County Rd D  
St. Paul, MN 55112  
800.832.3244  
Or any DHHS certified laboratory ACS assigns as recipient for specimens

Formatted: Body Text, Indent: First line: 0.56",  
Space Before: 2 pt

**Formatted:** Indent: First line: 0.56"

- **Medical Review Officer- Effective 11-3-06**  
Dr. Neil J. Dash  
D.R.S.  
546 Franklin Ave.  
Massapequa, NY 11758  
PH 800-526-9341 FX 516-797-1293

**Commented [RVW1]:** Make sure all of this is up to date and still accurate.

- **Collection Facility**  
On site at each agency location
- Qualified local clinic collection site
- Emergency room at each local community hospital facility for after hours or as needed

#### **P. Forms**

- |   |   |
|---|---|
| <b>(1) Policy Acknowledgment</b>                    | To be signed by each regulated employee stating that he/she has read and understands the Drug and Alcohol Testing Policy of THE TRANSIT AGENCY  |
| <b>(2) Drug &amp; Alcohol Testing Notification</b>  | To be given to employee when he/she is notified of a required drug and/or alcohol test  |
| <b>(3) Employee Add or Delete Form</b>              | This form must be completed and sent to Allied Compliance Services, Inc.® as soon as an employee is added to or deleted from a covered position to maintain the integrity of <u>  </u> the pool |
| <b>(4) Pre-employment Drug Test Acknowledgement</b> | Must be completed by each prospective employee prior to pre-employment drug test  |



**(4)(5) Drug Tests Results**

Use by the DER to inform employees of test results

**(6) Reasonable Suspicion Record**

Must be completed by a supervisor who suspects alcohol misuse or use of controlled substances before requiring a reasonable suspicion test

**(7) Release of Records Consent**

Must be completed by employee with the employee signature and witness signature

**(8) SAP Request**

Must be completed by employer and signed by employee

**(9) SAP Release**

Must be completed by SAP and sent to employer

**(10) Collection Site Form**

Send a copy with the Donor to the collection site to ensure correct type of test to be done, fax a copy to ACS and keep a copy for your documentation of the request

### Policy Acknowledgment

THE TRANSIT AGENCY does not approve of or allow the use of illegal drugs and/or the use of alcohol while performing the duties of THE TRANSIT AGENCY.

In an effort to provide a safe and healthful work environment and to comply with the U. S. Department of Transportation 49 CFR Part 655, THE TRANSIT AGENCY has implemented a Drug and Alcohol Testing Program.

This program will include, but is not limited to:

- Supervisor Training
- Employee Education
- Pre-employment Drug Testing
- Random Drug and Alcohol Testing
- Post-Accident Drug and Alcohol Testing
- Reasonable Suspicion Drug and/or Alcohol Testing
- Return to Duty Testing
- Follow-up Testing

A copy of the complete policy and procedures for this program is made available to all employees covered by this policy. These employees include all persons who meet the requirements of 49 CFR Part 655 and Part 40.

---

Employee name - print Date

---

Employee Signature Date

**By signing this document I am stating that I have been given and understand the drug and alcohol policy of THE TRANSIT AGENCY.**

## Drug & Alcohol Testing Notification

\_\_\_\_\_ Has been selected for a urine drug screen and/or alcohol test. The testing procedures to be followed are in accordance with the U.S. Department of Transportation, Federal Transit Administration regulations. They are designed to ensure accuracy while protecting your rights to privacy. Failure to cooperate will deem you disqualified to perform covered duties for this company. This fact sheet was developed to advise you of your responsibilities as mandated in 49 CFR Part 40 and to help you prepare for the procedure.

Type of Test Required: \_\_\_\_\_ Drug Screen \_\_\_\_\_ Alcohol

Reason for Test: \_\_\_ Pre-employment \_\_\_\_\_ Random \_\_\_\_\_ Post Accident \_\_\_\_\_ Return to Duty

\_\_\_\_\_ Follow-up \_\_\_\_\_ Reasonable Suspicion/Cause \_\_\_\_\_ DOT Physical \_\_\_\_\_ Other

Reminder: Make sure to have official photo identification, such as driver license, with you when you report to the specimen collection site.

1. Report to: \_\_\_\_\_  
(Collection Site) (Address)  
Date ----- Time: \_\_\_\_\_

2. Present your photo ID to the collection site staff.
3. Check your outer garments, briefcase, etc. with the collection site staff for safekeeping. You may retain your wallet. You have the right to request a receipt for your belongings.
4. Wash and dry hands.
5. Select a fresh specimen container from the collector.
6. Proceed to the private enclosure and provide a urine specimen into the container. At least 4Sml are required. If you have a problem providing an adequate sample, you may be asked to drink fluids to induce urination. *Do not attempt to tamper with or substitute the specimen. It will be visually inspected and its temperature will be measured. If the staff suspects tampering, you may be required to provide a second sample under direct observation.*
7. Give the specimen container to the collector, making certain that it is kept in view at all times until it is officially sealed and labeled.
8. Observe the sealing and labeling. Initial and date the label.
9. You will be given a multi-part form called the "Custody and Control Form".
  - Complete Step 5 on copy 2 and sign the form
  - Retain copy 5 for your records
  - You may wish to complete the back of copy 5 by indicating any medications you are currently using.

Once the laboratory analyzes the specimen and the Medical Review Officer (MRO) reviews the findings you will be notified of the results.

**Alcohol test protocol:** Verbal directions will be given by the technician at the time of all alcohol testing to meet Part 40 requirements.

Allied Compliance Services, Inc.

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Form 2

## Add / Delete Form

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Add the following employees to the Random Testing Program

(All employees added to the Random Program throughout the year must have a pre-employment test on file)

Name of Employee	Employee ID # (SS# Number)	Job Description	TDLR	Non-Reg	DOT
_____			D	D	D
_____			D	D	D
_____			D	D	D
_____			D	D	D
_____			D	D	D
_____			D	D	D

Delete the following employees from the Random Testing Program

(Caution! These employees will be permanently deleted; a pre-employment test will be required to add back to program)

Name of Employee	<u>Employee</u> ID # (SS#)	Job Description	TDLR	Non-Reg	DOT
_____			D	D	D
_____			D	D	D
_____			D	D	D
_____			D	D	D
_____			D	D	D
_____			D	D	D

\_\_\_\_\_  
*Authorized signature required*

Return completed form to:

Allied Compliance Services, Inc.  
2827 74th Street  
Lubbock, TX 79423  
PH: 800-411-6906 FAX: 806-748-7096  
Email - atnelia@alliedcompliance.  
Com

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### **Pre-employment Drug Test Acknowledgement**

I understand that as required by the Federal Transit Administration Regulation, Title 49 Code of Federal Regulations, Section 655, all applicants of this Transit Agency must be tested for controlled substances as a pre-condition for employment.

I acknowledge the requirement for the urine sample collection and testing for controlled substances.

I understand that a positive test result for controlled substances will render me disqualified for employment with this Transit Agency.

The Medical Review Officer will maintain the results of my test. Negative and positive results will be reported to the Transit Agency. **If** the results are positive, the controlled- substance will be identified. The results will not be released to any other parties without my written authorization.

**I understand the above conditions and hereby agree to comply with them.**

\_\_\_\_\_  
(Applicant's Name - print)

\_\_\_\_\_  
(Month) (Day) (Year)

\_\_\_\_\_  
(Applicant's Signature)

**Allied Compliance Services, Inc. •**  
**800.411.6906**  
**Form 4**

### Drug Test Results

The controlled substance testing regulations require notification of an employee's positive test result following a random, reasonable suspicion, or post-accident drug test. In the case of pre-employment drug test, an applicant requesting results within 60 days of notification of the disposition of his or her employment application must be notified of the results by the Transit Agency.

**Employer - Complete the following:**

_____ (Name of Employee - Print)	_____ (Month) (Day) (Year)
Type of Test: <input type="checkbox"/> Pre-employment	<input type="checkbox"/> Random
<input type="checkbox"/> Reasonable Suspicion	<input type="checkbox"/> Post-accident
Test Results: <input type="checkbox"/> Negative	<input type="checkbox"/> Positive

If the employee has tested positive, indicate the drug identified:

<input type="checkbox"/> Marijuana	<input type="checkbox"/> Cocaine	<input type="checkbox"/> Opioids
<input type="checkbox"/> Amphetamines	<input type="checkbox"/> Phencyclidine (PCP)	

**I have received the above results.**

_____ (Employee's Signature)	_____ (Month) (Day) (Year)
---------------------------------	-------------------------------

**Witnessed by:**

_____ (Signature of Employer)	_____ (Month) (Day) (Year)
----------------------------------	-------------------------------

\_\_\_\_\_  
(Title)

**Allied Compliance Services, Inc. •**  
**800.411.6906**  
**Form 5**

### Reasonable Suspicion Documentation

(Employee Name)	(Employee ID or SSN)
(Date observed)	(Time observed)

**(Location of Incident)**

Reasonable Suspicion testing is required by 49 CFR Part 655 and 40 when a supervisor, who has been trained in accordance with 49 CFR Part 655 and 40, has a reasonable suspicion of alcohol misuse or use of a controlled substance. Observations must be specific, contemporaneous and articulable. Observations may include indications of chronic and withdrawal effects of controlled substances. Observations of alcohol misuse must be made just before, during, or just after the driver's performance of a safety-sensitive function. All alcohol tests must be administered within 8 hours following a reasonable suspicion determination. (If not administered within 2 hours, document why.) This record should be kept in a Confidential DOT Drug and Alcohol Testing File.

Reasonable Suspicion determined for: \_\_\_\_\_ Alcohol      \_\_\_\_\_ Controlled Substances

**Give Specific descriptions of each that apply**

1. Appearance: \_\_\_\_\_
2. Behavior: \_\_\_\_\_
3. Speech: \_\_\_\_\_
4. Body Odors: \_\_\_\_\_
5. Indications of the chronic and withdrawal effects of controlled substances: \_\_\_\_ Yes    \_\_\_\_ No

If yes, explain: \_\_\_\_\_

6. Other observations for Reasonable Suspicion: \_\_\_\_\_

Observations made by: \_\_\_\_\_  
(Signature) (Date)

**Allied Compliance Services, Inc. •**  
**800.411.6906**  
 Form 6

Witness

### Referral Form to a Substance Abuse Professional

I acknowledge that I have received a referral for a Substance Abuse Professional as required by the Department of Transportation Title 49 CFR Part 40 regulations and as adopted by the Drug and Alcohol Testing Policy

of \_\_\_\_\_ dated \_\_\_\_\_  
Company name

The cost of this service will be borne by \_\_\_\_\_

Substance Abuse Professional referral:

Name \_\_\_\_\_

Address . \_\_\_\_\_

City state zip

Phone \_\_\_\_\_

*I have received a copy of this referral*

<i>Print Employee Name</i>	<i>Employee Signature</i>	<i>Date</i>
----------------------------	---------------------------	-------------

<i>Print Company Representative Name</i>	<i>Signature</i>	<i>Date</i>
--	------------------	-------------

Additional Substance Abuse Professional referral:

Name \_\_\_\_\_

Address \_\_\_\_\_

City state zip

Phone \_\_\_\_\_

*I have received a copy of this referral*

<i>Print Employee Name</i>	<i>Employee Signature</i>	<i>Date</i>
----------------------------	---------------------------	-------------

<i>Print Company Representative Name</i>	<i>Signature</i>	<i>Date</i>
--	------------------	-------------

Allied Compliance Services, Inc.®

800.411.6906

Form 8



Allied Compliance Services, Inc.®  
Collection Site Request to Test

951 West Pipeline Road, Suite 320  
Hurst, Texas 76053  
P 817-589-9998 F 817-589-0809

2827 74th Street  
Lubbock, Texas 79423  
P 806-748-1120 F 806-748-7096

TOLL FREE: 1-800-411-6906

email: mail@alliedcompliance.com

Office Hours: Monday – Friday (open through lunch) 8:00 AM -5:00 PM

- Please fax or email completed form to Allied Compliance Services, Inc. at the time the donor is notified to take a test. Fax 806-748-7096 This information will help us report your test results more efficiently.
- Please send this form with the donor to the collection site to ensure accurate testing.

Date of Test(s) \_\_\_\_\_ Donor Notification Date \_\_\_\_\_ and Time \_\_\_\_\_ AM PM

Name of Collection Site \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Company Name \_\_\_\_\_

Authorized by \_\_\_\_\_ (Print Name of DER) \_\_\_\_\_ (Signature of DER)

Donor's SSN or ID# \_\_\_\_\_ Donor's Name \_\_\_\_\_

Use ACS chain of custody on file at your collection site \_\_\_ Donor will have chain of custody \_\_\_ Alter chain of custody to match attached example

---

Request for FEDERAL Collection:

Check FEDERAL DOT Mode: \_\_\_ FAA \_\_\_ FMCSA \_\_\_ FRA \_\_\_ FTA \_\_\_ PHMSA \_\_\_ USCG

Check test(s) to be performed: \_\_\_ DOT U/A Drug Test \_\_\_ DOT Alcohol Test

Check reason to test: \_\_\_ Pre-employment \_\_\_ Random \_\_\_ Reasonable Cause \_\_\_ Post Accident

\_\_\_ Return to Duty--MUST BE OBSERVED \_\_\_ Follow-up--MUST BE OBSERVED

---

Request for NON-FEDERAL Collection: Non-Federal TDLR

Check test(s) to be performed: \_\_\_ U/A Lab Test \_\_\_ U/A Instant Screening Test \_\_\_ Alcohol Test

\_\_\_ Hair Test \_\_\_ Saliva Test \_\_\_ Other (Specify) \_\_\_\_\_

Check reason to test: \_\_\_ Pre-employment \_\_\_ Random \_\_\_ Reasonable Cause \_\_\_ Post Accident

\_\_\_ Return to Duty \_\_\_ Follow-up \_\_\_ Annual \_\_\_ Other (Specify) \_\_\_\_\_

---

Please fax this form to Allied Compliance Services, Inc.®. Fax 806-748-7096

This information will help us report your test results more efficiently.

Questions? Call us TOLL FREE 1-800-411-6906

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**RESOLUTION NO. BD15-041**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) BOARD OF DIRECTORS ON THE ANNUAL ADOPTION OF THE ATCOG RURAL TRANSIT DISTRICT (RTD) DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES MANUAL AS MANDATED BY THE FEDERAL TRANSIT ADMINISTRATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION AS SPECIFIED BY THE CODE OF FEDERAL REGULATIONS .**

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

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

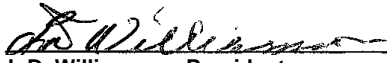
**NOW, THEREFORE, BE IT RESOLVED BY THE ARK-TEX COUNCIL OF GOVERNMENTS:**

Section 1 - That the annual adoption of the ATCOG RTD Drug & Alcohol Policy and Procedures Manual with updates as mandated by the Federal Transit Administration and the Texas Department of Transportation as specified by the Code of Federal Regulations can reasonably be expected to become part of the overall regional plan.

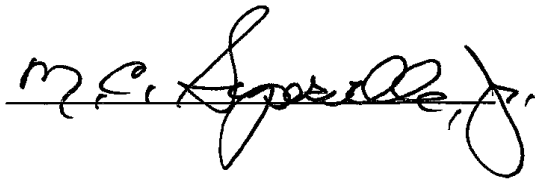
Section 2 - That the above mentioned improvements are desirable and urgently needed for public safety and welfare.

Section 3 - That this Resolution shall be in effect immediately upon adoption.

**REVIEWED AND APPROVED THIS 24th DAY OF SEPTEMBER, 2015.**

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

**ATTEST:**



## Policy Acknowledgement

The drug and alcohol policy for the Ark-Tex Council of Governments Drug & Alcohol Testing Policy & Procedures has been revised on page 15, Section, Dilute Negative Test Results 40.197 as follows:

### Dilute Negative Test Result

40.197

*The Medical Review Officer will required a recollection under direct observation if the creatinine level is >2mg/dl but <5mg/dl based on the creatinine level found in the specimen.*

*If the creatinine level is >5 mg/dl, a recollection is not required by the Agency for a negative dilute test and the test will be considered a negative result. No additional testing will be required unless directed to do so by the MRO.*

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Employee name-Print

Date

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Employee Signature

Date

By signing this document I am stating that I have been given and understand the change to the drug and alcohol policy of the Transit Agency.

*Revised 8/26/2015*

RESOLUTION NO. BD16-019

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) BOARD OF DIRECTORS ON THE ANNUAL ADOPTION OF THE ATCOG RURAL TRANSIT DISTRICT (RTD) DRUG AND ALCOHOL TESTING POLICY PROGRAM MANUAL AS MANDATED BY THE FEDERAL TRANSIT ADMINISTRATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION AS SPECIFIED BY THE CODE OF FEDERAL REGULATIONS .

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

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

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

Section 1 - That the annual adoption of the ATCOG RTD Drug & Alcohol Policy and Procedures Manual with updates as mandated by the Federal Transit Administration and the Texas Department of Transportation as specified by the Code of Federal Regulations can reasonably be expected to become part of the overall regional plan for Fiscal Year 2015.

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

Section 3 - That this Resolution shall be in effective immediately upon its execution.

REVIEWED AND APPROVED THIS 25th DAY OF SEPTEMBER, 2014.

\_\_\_\_\_  
Charles McMichael, President  
Ark-Tex Council of Governments

ATTEST:

\_\_\_\_\_  
*Brian P. Lee*

**RESOLUTION NO. EC19-018**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) BOARD OF DIRECTORS ON THE AMENDMENT TO THE ATCOG RURAL TRANSIT DISTRICT (RTD) DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES MANUAL AS MANDATED BY THE FEDERAL TRANSIT ADMINISTRATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION, AS SPECIFIED BY THE CODE OF FEDERAL REGULATIONS .**

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

**WHEREAS**, it is desirable and in the public interest that certain policies and procedures be reviewed by the Ark-Tex Council of Governments for their compliance with Federal Regulations, Title 49 Code of Federal Regulation Part 655 and Part 40.

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

- Section 1 - That the amendment of the ATCOG RTD Drug & Alcohol Policy and Procedures Manual with updates as mandated by the Federal Transit Administration and the Texas Department of Transportation as specified by the Code of Federal Regulations can reasonably be expected to become part of the overall regional plan.
- Section 2 - That the amendments are required to ensure the safe operation of the Rural Transit District's services.
- Section 3 - That this Resolution shall be in effect immediately upon adoption.

**REVIEWED AND APPROVED THIS 30<sup>th</sup> DAY OF MAY, 2019.**

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

**ATTEST:**

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## **BRIEFING PAPER – ACTION ITEM**

### **ITEM 2:**

Review and consider two nominations to the Regional Criminal Justice Advisory Committee (RCJAC) to serve through December 31, 2019.

### **BACKGROUND:**

A vacancy exists on the RCJAC for Hopkins County. Judge Robert Newsom has nominated Captain Jason Ricketson to represent Hopkins County in the category of “Law Enforcement”.

A vacancy also exists on the RCJAC for Titus County. Judge Brian Lee has nominated Judge Steve Agan to represent Titus County in the category of “Courts”.

### **DISCUSSION:**

Captain Ricketson has been employed with the Sulphur Springs Police Department for 22 years. He has worked in various positions throughout the department including communications, patrol, K9 and administration. He is also a certified firefighter and nationally registered EMT.

Judge Agan is currently the Titus County Justice of the Peace (Precinct 1,3 & 4). He served 15 years as a Titus County Sheriff Reserve Deputy and 2.5 years as a Mt. Pleasant City Councilman.

Both are very eager to serve on our regional committee.

### **RECOMMENDATION:**

Staff recommends the appointments of Jason Ricketson and Steve Agan to serve on the Regional Criminal Justice Advisory Committee through December 31, 2019.

## MONTHLY STATISTICS

Revolving Loan Fund	Balance as of 5/1/2019	Monthly Payment	Interest	Principal
<b>CHAPMAN</b>				
City of Avery	\$ 145,486.04	\$ 1,247.84	\$ 365.92	\$ 881.92
City of Deport	\$ 133,055.03	\$ 1,065.00	\$ 334.46	\$ 730.54
Clarksville EDC	\$ 161,601.96	\$ 1,931.21	\$ 407.81	\$ 1,523.40
<b>Total</b>	<b>\$ 440,143.03</b>	<b>\$ 4,244.05</b>	<b>\$ 1,108.19</b>	<b>\$ 3,135.86</b>
<b>ETRAP</b>				
Blackmon's Pharmacy	\$ 158,492.23	\$ 1,559.79	\$ 432.30	\$ 1,127.49
City of Leary	\$ 65,817.29	\$ 690.58	\$ 165.86	\$ 524.72
Leigh Water Supply	\$ 337,786.49	\$ 3,572.75	\$ 851.27	\$ 2,721.48
Marroquin	\$ 15,947.65	\$ 632.89	\$ 82.49	\$ 550.40
<b>Total</b>	<b>\$ 582,967.74</b>	<b>\$ 6,456.01</b>	<b>\$ 1,545.80</b>	<b>\$ 4,924.09</b>
<b>NETEDD</b>				
ASI	\$ 87,879.53	\$ 4,520.00	\$ 249.57	\$ 4,270.43
ESNR	\$ 38,416.75	\$ 283.60	\$ 104.53	\$ 179.07
Paris Logistics	\$ 226,173.72	\$ 1,701.59	\$ 615.50	\$ 1,086.09
<b>Total</b>	<b>\$ 358,005.60</b>	<b>\$ 6,505.19</b>	<b>\$ 969.60</b>	<b>\$ 5,535.59</b>
<b>Total RLF Funds Loaned:</b>	<b>\$ 1,381,116.37</b>	<b>\$ 17,205.25</b>	<b>\$ 3,623.59</b>	<b>\$ 13,595.54</b>

### Amount Available to loan in RLF Funds:

ETRAP	\$ 309,419.79
NETEDD	\$ 595,717.55
CHAPMAN	\$ 408,718.20
<b>Total RLF Funds Available:</b>	<b>\$ 1,313,855.54</b>

ATRDC Total Loans in Portfolio:	Total Loan Amount	Balance on Books as of 5/1/19
17	\$ 8,183,000.00	\$ 6,172,452.85

<b>ATRDC 504 Loan Program</b>	
<b>Income From Fees 5/2/19:</b>	<b>\$2,779.53</b>

**MINUTES**  
**ATCOG Solid Waste Advisory Committee Meeting**  
**April 18, 2019**  
**10:00 a.m.**  
**Mount Pleasant Public Library**  
**Mount Pleasant, Texas**

1. The Solid Waste Advisory Committee (SWAC) met on April 18, 2019 at 10:00 a.m. at the Mount Pleasant Public Library located at 601 N. Madison in Mount Pleasant, Texas. ATCOG SWAC Chairman, Mario Villarino, called the meeting to order.
2. Mario Villarino called for self-introductions and asked for approval of the minutes of the Regional Solid Waste Advisory Committee meeting held July 22, 2018. A motion to approve the minutes was submitted by Jon Dalzell and seconded by Wyvonne McDaniel. The motion carried.
3. Mario Villarino then opened the meeting up for an update on the litter and illegal dumping / community cleanup events for FY19. Paul Prange stated that at the previous SWAC meeting, the SWAC voted to provide each of our nine counties with \$4,500.00 for cleanups. Paul Prange then provided the SWAC with information relating to the current status of the litter and illegal dumping / community cleanup events. He stated that Cass County and Bowie County have conducted their events. Cass County utilized their funds to conduct a precinct wide county road cleanup involving approximately 125 students from four ISDs, the Cass County Fire Department, Cass County Sheriff's Department, Atlanta Police Department and Queen City Police Department. Bowie County chose to utilize their funds to clean up illegally dumped tires. The tires were taken to Bar-S Enterprises to be converted into crumb rubber for further use. Paul Prange also stated that Hopkins, Morris and Red River Counties have scheduled their cleanup events to be held during the month of April. Franklin, Titus, Lamar and Delta Counties have not yet scheduled or held their events. Discussion then turned to the topic of recycling and green energy prospects. Jacob Hatfield commented on recycling activities in the City of Mount Pleasant and spoke briefly about electronics recycling. Josh Bray provide information pertaining to the current status of the recycling industry and global markets. He stated that it is approximately three times more expensive to recycle items than to dispose of them in MSW landfills in today's market and he would like to see product manufacturers and shipping companies exercise better product stewardship in the future, to reduce packaging waste. Mario Villarino and Wendell Davis announced that plans to construct solar farms were ongoing in Hopkins and Lamar Counties, with substantial opposition from nearby residents and property owners. Wyvonne McDaniel stated that in Hopkins County, recycling awareness is still being conducted at each ISD with heavy involvement from the county judge and the Hopkins County Fire Department personnel, who distribute educational outreach items made available by the "Take Care of Texas" program at TCEQ.
4. SWAC Chairman, Mario Villarino, then asked Paul Prange to open up discussion regarding the FY 20/21 Solid Waste Pass-Through Grant Program. Paul Prange stated that the proposed funding amounts for ATCOG from TCEQ would likely be \$230,000.00 for the next biennium, which is the current amount of our funding. However, since the legislature is in



session this year, that amount is subject to change. Paul Prange also stated that each COG in the state is asking the legislature to release additional funds specifically for tire collection and disposal purposes again this year. Paul Prange then announced that our 20 year Regional Solid Waste Management Plan (RSWMP) is due to be updated and approved by TCEQ before 2022. Discussion took place regarding the costs associated with updating the plan using private consulting firms, as there are no additional funds being made available from TCEQ to pay for this activity. Josh Bray and Mario Villarino were opposed to utilizing our pass-through grant funds to update the plan and stated that they would like the committee to review the current plan and compare it to other updated RSWMP in adjacent COG regions. Paul Prange stated that he would contact other COGs and ask to review their plans for comparison. Paul Prange then stated that we could discuss this matter at the following SWAC meeting in July, 2019.

5. Mario Villarino opened up the floor for other business. Paul Prange announced that current Vice Chairman, Debbie Corbell, has asked to be removed from the SWAC, due to a job reassignment at the City of Mount Pleasant. She stated that she has enjoyed serving on the committee for many years and wishes all of members well in the future. Jacob Hatfield then stated that he would invite a potential new member from the City of Mount Pleasant to the next meeting, in anticipation of nominating that person to the committee. Paul Prange stated that we would entertain any nominations from the committee to serve as Vice Chairman at the next meeting. Paul Prange then stated that at the next meeting, we would have a better idea of any remaining fund balance and that we could vote on how to expend those funds prior to September 1, 2019. Mario Villarino then asked the committee if we could be involved in the development and distribution of brochures for prospective land buyers, to warn them of the possibility of unknown hazardous conditions or contaminants that may be located on the property. Mario Villarino then provided the committee with information on mechanical concrete, a new concept for stabilizing roadways utilizing tire treads and crushed concrete on roads within Sulphur Springs, as another beneficial use for scrap tires.
6. Mario Villarino then asked for a motion to adjourn. The motion was made by Wyvonne McDaniel and seconded by Jacob Hatfield. The motion carried.

#### **COMMITTEE MEMBERS PRESENT**

Wendell Davis  
Mario Villarino  
Jacob Hatfield  
Wyvonne McDaniel  
Jon Dalzell  
Josh Bray

#### **REPRESENTING**

Red River Co. WSC  
Hopkins County  
City of Mount Pleasant  
Hopkins County  
Hopkins County  
Sanitation Solutions

#### **ATCOG STAFF PRESENT**

Paul Prange, Environmental Resources Coordinator

ATCOG

#### **GUESTS**

Jessica Taylor

Hopkins County

OUR REGION.  
OUR FUTURE.



**Red River**  
Leadership Institute

# ABOUT

The Red River Leadership Institute (RRLI) is designed to provide participants from the public, private and non-profit sectors of the Red River Region the leadership skills to build a more livable regional community through the

**3Ts:** Talent, Technology, Tolerance.

The Institute is dedicated to preparing leaders that will create real economic development opportunities for the Red River Region and beyond.

Off-site tours, subject-matter experts, and curriculum designed to explore the RRLI priority areas stress

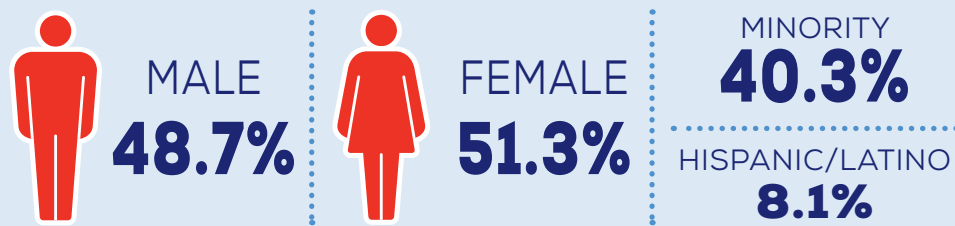
economic development and analysis, thinking regionally and leadership dilemmas. In addition, participants will have the opportunity to experience an area of the region not their own, as the schedule's locations are diversified among the four states. Participants achieve better outcomes when given learning opportunities that incorporate real life challenges. RRLI will integrate leadership and regional priority areas, i.e. education, transportation, technology, small business entrepreneurship, healthcare, and tourism to create projects the participants will work on between sessions that involve reflection, practice, synthesis, and the application of the concepts discussed.



# RED RIVER REGION

Red River Region 4 States | 20 Counties/Parishes

POPULATION: 838,408<sup>1</sup>



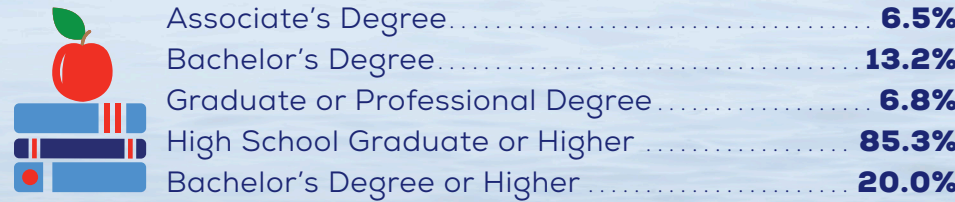
DEMOGRAPHICS: MEDIAN AGE 37.2



ECONOMICS: LABOR FORCE:



EDUCATION: EDUCATIONAL ATTAINMENT FOR THE POPULATION 25 YEARS & OVER



Sources: U.S. Census Bureau, Bureau of Labor Statistics (BLS), and Local Area Unemployment Statistics (LAUS)  
<sup>1</sup> July 1, 2017 Estimate  
<sup>2</sup> 2017 Annual Averages



*The Red River Leadership Institute presents high impact custom leadership programs by renowned presenters.*

## SNEAK PEAK INTO THE LEADERSHIP EXPERIENCE

### SESSION 1



## LEADERSHIP & REGIONALISM

September 5-6, 2019 | Texarkana, TX

*David Warm – Regionalism 101*

We make the most progress when we work strategically and effectively together in a strong collaborative capacity to plan, to act and to invest as a region.

*George Manning – The Art of Leadership*

By understanding leadership and it's challenges, and developing the skills required for effective leadership you will become (1) more effective at work, (2) gain knowledge and skills, and (3) have the ability to lead others when the opportunity occurs.

### SESSION 2



## WORKFORCE DEVELOPMENT

October 18, 2019 | Hope, AR

*Understanding Power*

The core of leadership is the influence over others. The successful leader masters the use of power to influence the behavior of others.

### SESSION 3



## ECONOMIC DEVELOPMENT

December 13, 2019 | Broken Bow, OK

*Leadership Principles and Team Concepts*

Leadership is an ongoing journey of discovery and certain principles have optimum positive influence on followers. The most effective leaders work with a team who has a clear, motivating purpose.



#### SESSION 4



## COMMUNITY DEVELOPMENT

January 17, 2020 | Texarkana, AR

### *Performance Management*

Create a high performance team through personal example, goal setting, positive reinforcement, addressing deficiencies, benchmarking success, and performance improvement.

#### SESSION 5



## DOWNTOWN DEVELOPMENT

February 28, 2019 | Sulphur Springs, TX

### *Leadership Ethics*

Ethics is the most important subject in the study and practice of leadership. Leaders are judged not only in terms of decisiveness and efficiency, but more importantly on the basis of values and moral reasoning.

#### SESSION 6



## ENTREPRENEURSHIP/INNOVATION

April 3, 2020 | Bossier City, LA

### *Art of Persuasion/Managing Conflict*

The successful leader must master the elements of the art of persuasion, including (1) an understanding of people, (2) the effective use of words, and (3) the ability to manage conflict. Research says leaders can spend more than 25% of their time dealing with conflict. The effective leader knows that what is needed is creative conflict, not destructive conflict.

#### SESSION 7



## CLOSING RETREAT & GRADUATION

May 14, 2020 | Texarkana, TX

### *George Manning – The Road Ahead & Change*

It is no longer just the “boss” who leads. Organizations are shifting to encourage leadership in all levels of an organization to reflect a changing society. Learn to apply the techniques you have learned throughout this course as you consider your own work and life and the occasions you may have to provide leadership to others.

***Fulfill your potential as a leader through effective leadership skills training and APPLY TODAY!***





# DISTINGUISHED PRESENTERS BIOS



**David Warm** is the Executive Director of the Mid-America Regional Council. He is a recipient of the Walter Scheiber Leadership Award from the National Association of Regional Councils for making a significant impact in this region and at the national level. He is a fellow of the National Academy of Public Administration, and the recipient of the 2015 National Public Service Award bestowed by NAPA and the American Society of Public Administration. David earned a Bachelor of Arts in political science and economics from the University of California, Santa Barbara, and a Master of Public Administration from the University of California, Riverside.

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**George Manning** is a professor emeritus of psychology and business at Northern Kentucky University, is internationally known as a speaker, author of eleven books, and consultant to business, industry and government. His clients include AT&T, AMA, IBM, GE, Marriott, UAW, IRS, US Navy and the National Institutes of Health, among others. George's unique approach and magic for connecting with people includes a blend of humor, interesting facts, and practical applications. He was selected "Outstanding Professor" at Northern Kentucky University and has received the "Strongest Influence Award" given by the Northern Kentucky Alumni Association.

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**Steve Luoni** is the Director and Principal Designer at the UA Community Design Center, where he is the Steven L. Anderson Chair in Architecture and Urban Studies and a Distinguished Professor of Architecture. His work at UACDC specializes in interdisciplinary public works projects combining landscape, urban, and architectural design. In addition to being appointed a 2012 Ford Fellow by the United States Artists, he has regularly served as a resource team member for the Mayors' Institute on City Design. Luoni has a BS in Architecture from Ohio State University and a Master of Architecture from Yale University.



## HIGHER EDUCATION PARTNERS



## STEERING COMMITTEE



## FAQs

### 1) How do I apply?

Go to [redriverleadershipinstitute.com](http://redriverleadershipinstitute.com) to apply! Please pay attention to the application deadline, which includes reference letters.

### 2) How long is each session?

The kick-off session and closing session are both overnight retreats beginning at 3:00 p.m. on Thursday and ending at 3:00 p.m. Friday. The five sessions between the kick-off are one day from 8:00 a.m. – 4:00 p.m.  
*\*All times are tentative and subject to change.*

### 3) What is the cost of the program?

Each participant will be responsible for a \$600 program fee. There will be scholarship opportunities available.

### 4) What is the time commitment between each session?

All participants are required to spend some time between sessions communicating with their team members on a group project, and studying materials for upcoming sessions.







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[redriverleadershipinstitute.com](http://redriverleadershipinstitute.com)