

**AGENDA
ARK-TEX COUNCIL OF GOVERNMENTS
EXECUTIVE COMMITTEE MEETING
October 26, 2023**

The Executive Committee of the Ark-Tex Council of Governments (ATCOG) will meet at 10:00 a.m., Thursday, October 26, 2023, at the Northeast Texas Small Business Development Center (SBDC), 2nd Floor, located at 105 North Riddle Avenue, Mt. Pleasant, Texas, as well as, via videoconference.

Use the following information to register for the meeting:

<https://us06web.zoom.us/join/register/tZ0tfu2rrDwtGtK8f4GMlj6TabnvmIarum5S>

If you experience issues while registering, please contact Marla Matthews no less than two (2) workdays prior to the meeting at 903.255.3555 or mmatthews@atcog.org.

Item 1. Call to order – Quorum Determination.

Item 2. Invocation.

Item 3. Public Comment.

ATCOG invites members of the public to provide oral comment on any item included on this agenda under this item. Each person wishing to make a public comment shall be limited to 3 minutes, with comments directed to the Board as a whole. Reasonable accommodation shall be made for members of the public utilizing a translator for public comment.

Item 4. Review and consider consent agenda items. (To be presented by Executive Director Mary Beth Rudel)

- Approval of the minutes as submitted for the ATCOG Executive Committee meeting held Thursday, May 25, 2023. (See Page 3)
- Acceptance of the minutes as submitted for the ATCOG Area Agency on Aging Regional Advisory Council meeting held Thursday, September 14, 2023. (See page 6)
- Acceptance of the minutes as submitted for the ATCOG Solid Waste Advisory Committee meeting held Thursday, October 12, 2023. (See page 8)

Review and Comment

Item 5. Executive Director Report (For information only, see page 10; to be presented by Executive Director Mary Beth Rudel)

- Indirect Finance Quarterly Report
- Quarterly Program Reports

Regular Business

- Item 6. Review and consider approval of an amendment to resolution AEC23-13 to increase the contract threshold from \$525,000 to \$575,000 to complete renovations at the Paris office building. (See page 30; to be presented by the Executive Director Mary Beth Rudel)
- Item 7. Review and consider approval of the Ark-Tex Council of Governments Housing Choice Voucher Program Annual Plan to be effective October 1, 2023. (See page 33; to be presented by staff Mary Wormington)
- Item 8. Review and consider approval of the FY2024/2025 application to the Texas Commission on Environmental Quality (TCEQ) to administer the Solid Waste Pass-Through Grant Program. (See page 43; to be presented by staff member Paul Prange)
- Item 9. Review and consider approval of funding priorities for the FY2024/2025 Texas Commission on Environmental Quality (TCEQ) Solid Waste Pass-through Grant Program. (See page 45; to be presented by staff member Paul Prange)
- Item 10. Review and consider authorizing the Executive Director to enter into a contract with Kilgore College not to exceed \$100,000 to provide law enforcement training services. (See page 47; to be presented by staff member Patricia Haley)

Other Business

- Item 11. Presentation of the Northeast Texas Population Growth Evaluation Report. ([See addendum page 1](#); to be presented by Jessica Fritsche, Senior Planner Carollo Engineer as introduced by staff member Toni Lindsey)
- Item 12. Presentation of the Northeast Texas Broadband Study. ([See addendum page 45](#); to be presented by Andrew Cohill, President/CEO of Design Nine, Inc. as introduced by staff member Toni Lindsey)

Announcements

The next ATCOG Board of Directors meeting will be held on December 7, 2023, at 10:00 a.m., at the Northeast Texas Small Business Development Center (SBDC), 2nd Floor, 105 North Riddle Avenue, Mt.Pleasant, Texas, and via videoconference.

Pursuant to the Texas Open Meeting Act, Government Code Chapter 551, one or more of the above items may be considered in an 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 a matter will be taken or conducted in an 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) workdays prior to the meeting so that appropriate arrangements can be made.

All agendas are sent electronically and available at www.atcoq.org. Should any Board Member need a copy printed and available at the meeting, please call 903.255.3555 or email mmatthews@atcoq.org.

MINUTES
ARK-TEX COUNCIL OF GOVERNMENTS EXECUTIVE COMMITTEE MEETING
May 25, 2023

The Ark-Tex Council of Governments (ATCOG) Executive Committee met at 10:00 a.m., Thursday, May 25, 2023, at the Northeast Texas Small Business Development Center (SBDC), 2nd Floor, located at 105 North Riddle Avenue, Mount Pleasant, Texas, and via teleconference/webinar.

Item 1. Bobby Howell, Judge, Bowie County, called the meeting to order.

Item 2. Travis Ransom, Judge, Cass County, gave the invocation.

Item 3. Public Comment.

No member of the public made a comment.

Item 4. Chris Brown, Executive Director, presented for review and consideration approval of the minutes as submitted for the ATCOG Executive Committee meeting held on April 27, 2023.

Motion to approve was made by Judge Ransom and seconded by Scott Lee, Judge, Franklin County. It was approved.

Review and Comment

Item 5. Ms. Toni Lindsey presented for review and comment on a grant application by the Detroit Independent School District to be submitted to the Texas Department of Health and Human Services, Office of Head Start, for Cost-of-Living (COLA) and Quality Improvement Funding of Head Start.

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

Item 6. Mr. Brown presented for review and comment on a proposition to assist with the maintenance of hazard mitigation plans.

For many years, ATCOG had opportunities to apply for and administer Federal Emergency Management Agency (FEMA) hazard mitigation grants through the Texas Department of Emergency Management (TDEM) to assist cities and counties in developing, revising, updating, and submitting hazard mitigation plans for approval. These grants have become unavailable to our region, but the requirement to maintain current hazard mitigation plans remains.

Therefore, ATCOG proposed entering into a 5-year interlocal agreement with each jurisdiction that includes a fixed price per year to update and maintain jurisdictions' hazard mitigation plans. The total price of the agreement would be dependent upon the size of the plan and the amount of work required to maintain the plan, which would vary for each jurisdiction.

ATCOG will visit each county to discuss the interlocal agreement and hazard mitigation plans.

Regular Business

Item 7. Ms. Debbie Purifoy presented for review and consideration to authorize the Executive Director to

enter into an interlocal agreement with Region 8 Education Service Center (ESC) to participate in The Interlocal Purchasing System (TIPS) Program.

Motion to approve was made by Brandon Bell, Judge, Lamar County, and seconded by Mr. Scott Norton, Executive Director/CEO, TexAmericas Center. It was approved.

Item 8. Ms. Sheena Record presented for review and consideration approval of a grant application to be submitted to the United Way of Lamar County in the amount of \$1,020 for the Paris Metro Bus System.

Motion to approve was made by Judge Ransom and seconded by Mr. Norton. It was approved.

Item 9. Ms. Rea Allen presented for review and consideration approval of an amendment to the existing Eagleview (Pictometry) contract for region-wide aerial imagery and the purchase of the second imagery project.

Motion to approve was made by Judge Lee and seconded by Mr. Norton. It was approved.

Item 10. Ms. Allen presented for review and consideration approval of the addition of Hopkins County Emergency Medical Services (EMS) as a secondary Public Safety Answering Point (PSAP) on the ATCOG 9-1-1 network to include the purchase of applicable call-taking equipment.

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

Other Business

Item 11. Ms. Allen presented Ms. Kelie Smith, 9-1-1 Dispatch Operator of the Red River County Sheriff Department, with the ATCOG Telecommunicator of the Year Award. Sheriff Jim Caldwell of the Red River County Sheriff's Department attended, supporting Ms. Smith's recognition.

Announcements

Judge Howell announced that the next Joint NETEDD and ATCOG Board of Directors meeting would be held on June 29, 2023, at 10:00 a.m., at the Northeast Texas Small Business Development Center (SBDC), 2nd Floor, 105 North Riddle Avenue, Mt. Pleasant, Texas, as well as via teleconference/webinar.

With no further business, Judge Howell adjourned the meeting.

EXECUTIVE COMMITTEE MEMBERS PRESENT

Brandon Bell, Judge, Lamar County
Bobby Howell, Judge, Bowie County
Scott Lee, Judge, Franklin County
Robert Newsom, Judge, Hopkins County
Scott Norton, Executive Director/CEO, TexAmericas Center
Travis Ransom, Judge, Cass County
Ann Rushing, Mayor, City of Clarksville

ATCOG BOARD MEMBERS PRESENT

Juan Duenez, Mt. Pleasant Independent School District

Ronald Humphry, Mayor, City of New Boston
Brad Johnson, Northeast Texas Rural Rail Transportation District
Shannon McGuire, Paris Junior College
Harold Nash, Sr., Councilman, City of Sulphur Springs
Dana Reeves, Franklin County Water District

GUESTS PRESENT

Katie Martin, Texas Department of Transportation

STAFF MEMBERS PRESENT

Rea Allen, 9-1-1 Program Director
Chris Brown, Executive Director
Whitney Fezell, Homeland Security Coordinator
Patricia Haley, Criminal Justice Coordinator
Melody Harmon, Economic Development Director
Toni Lindsey, Regional Development Director
Marla Matthews, Executive Assistant
Leslie McBride, Human Resources Director
Debbie Purifoy, Compliance and Purchasing Officer
Lisa Reeve, Area Agency on Aging Director
Mary Beth Rudel, Deputy Director
Melinda Tickle, Finance Director
Roni Williams, Transportation Planner
Bobby Williams, Transportation Operations Manager
Mary Wormington, Housing Director

Bobby Howell, President
Board of Directors
Ark-Tex Council of Governments

ATTEST:

ARK-TEX AREA AGENCY ON AGING (AAA)
Regional Advisory Council Meeting

MINUTES

The Ark-Tex Council of Governments (ATCOG) Area Agency on Aging (AAA) Regional Advisory Council met at 10:00 a.m. on Thursday, September 14, 2023, at the Titus Medical Plaza in Mount Pleasant and via video conference call. Bill Collins, Vice-Chairperson, called the meeting to order at 10:05 a.m.

Magen Watters, AAA Program Specialist, called roll. Regional Advisory Council members present were as follows:

Brenda Davis, Bowie County Representative
Rhonda Rogers, Texas Silver Haired Legislature
Angela Hill, Cass County Representative
Judge Lynda Cox, Morris County Representative
Bill Collins, Lamar County Representative
Megan Knight, Titus Regional Medical Representative

AAA staff present:

Jenny Butler, AAA Director
Magen Watters, AAA Program Specialist

Guests: None

It was determined that a quorum was present.

Approval of Minutes of Last Meeting

A motion was made by Judge Lynda Cox to approve the minutes of the June 8th, 2023 meeting. Motion was seconded by Brenda Davis. All members present were in favor.

AAA Updates:

Jenny Butler, AAA Director, updated RAC board members on the AAA. Jenny attended the Texas Association of Regional Councils (TARC) during the week of September 5th-8th in Austin, TX. This meeting was attended by AAA directors from across Texas, as well as HHSC. Jenny will be sending two surveys to the board members that were discussed during TARC, No Wrong Door System survey and Texas Veterans survey.

The AAA case management program has gained an additional staff member, Victoria Pennington, who has previous experience working with the AAA. She is also participating in the necessary training and certification process to become a Benefits Counselor. Case management has continued to see an increase on residential repair and health maintenance needs. Service referrals have also increased. Jenny reported the units for ERS, Evidence Based Intervention (Tai Chi, etc.), Income support, Information, Referral and Assistance (calls needing AAA services or

looking for additional services), residential repair, transportation, home delivered and congregate meals.

Medicare Open Enrollment will begin October 15, 2023 - December 7th, 2023 where the AAA benefits counselors are able to give Medicare participants a free, non-bias review of their policy. The AAA Benefits Counselors will be available at several locations in the region to assist Medicare beneficiaries who prefer in person appointments but do not live in Texarkana.

Health Fairs in the region are increasing and the AAA will be participating at approximately 10 in the coming months conducting outreach and education regarding services available through the AAA.

Ark-Tex AAA will be hosting two Lunch and Learn events in Paris and Texarkana.

Budget Updates

American Rescue Plan (ARP) funds will end in September 2024.

Home Delivered Meal Unit rate is increasing from \$ 5.31 to \$6.46. The State of Texas will be receiving an extra \$5 million but it is uncertain at this time how the funds could be distributed between Title XX (HHSC) and Title III (AAA).

The AAA has prior year funds that can be carried over for FY 2024.

Announcements:

Rhonda Rogers noted that this is a good time to communicate issues with her for older Texans. Rhonda will forward those concerns to the right committees of the Texas Silver Hair Legislature to have awareness brought to the issue or continue pushing the issue.

Adjourn

A motion was made to adjourn by Rhonda Rogers and seconded by Brenda Davis. The meeting was adjourned at 10:42 a.m. The next RAC meeting will be December 7, 2023.

Tammy Lawing, Chairperson

Date

Attest

Date

MINUTES
ATCOG Solid Waste Advisory Committee Meeting
October 12, 2023
10:30 a.m.
Hopkins County Ag. Extension Office
1200B Houston Street, Sulphur Springs, TX 75482 and
Via Webinar/Teleconference

1. The Solid Waste Advisory Committee (SWAC) met on October 12, 2023, at 10:30 a.m. at the Hopkins County Ag. Extension Office and via webinar. ATCOG SWAC Chairman, Mario Villarino, called the meeting to order at 10:37 a.m.
2. Mario Villarino turned the meeting over to ATCOG staff member Paul Prange, who asked for approval of the minutes from the August 17, 2023, SWAC meeting. A motion was made by Robert Murray to approve the minutes as written and Ann Rushing seconded the motion. The motion carried unanimously.
3. Mario Villarino turned the floor over to Paul Prange to discuss funding priorities and recommendations for the FY2024/2025 TCEQ Solid Waste Pass-Through Grant Program. Mr. Prange announced that the FY2024/2025 Solid Waste Grant budget has been developed and funding in the amount of \$230,000.00 will be administered by ATCOG. Due to administrative costs increasing for FY24, the total amount of funds available for projects has been reduced from the previous biennium to approximately \$20,000.00. Therefore, Mr. Prange suggested that ATCOG roll the FY24 funds forward into FY25 to increase the amount of funding for Community Collection Events/Illegal Dumping Cleanup Events. Mr. Prange also stated that TCEQ may offer ATCOG an Air Quality grant to administer after January 1, 2024, in the amount of approximately \$125,000.00 to \$150,000.00. If so, ATCOG will be able to adjust the FY25 Solid Waste grant budget to allocate additional funds for the FY25 projects. Discussion took place among the group and Mario Villarino asked Mr. Prange to notify each county judge to make them aware that no Solid Waste Project funding from ATCOG will be available during FY24. Mr. Prange stated that he would do so. Mr. Villarino asked for a motion to approve the funding priorities and recommendations for the FY2024-2025 TCEQ Solid Waste Pass-Through Grant Program. The motion was made by Robert Murray and seconded by Mario Villarino. The motion carried unanimously.
4. Mario Villarino turned the floor over to Paul Prange to discuss and recommend the FY2024/2025 Solid Waste COG Application to TCEQ, for approval by the ATCOG Board of Directors. Mr. Prange stated that each biennium TCEQ requires ATCOG to submit a formal application to receive the Solid Waste Pass-Through Grant funds and briefly described the application process. Discussion took place among the group and Mario Villarino called for a motion to recommend this agenda item to the ATCOG Board of Directors for approval. The motion was made by Ann Rushing and seconded by Robert Murray. The motion carried unanimously.
5. Mario Villarino opened the floor up for other business and Paul Prange announced that Chris Brown is reaching out to D-6 Recycling in Sulphur Springs, TX to inquire about their

operations within the ATCOG region. Mr. Prange will relay any information obtained to the SWAC at the next meeting. No other business was discussed.

6. Mario Villarino thanked the SWAC members for attending the meeting and adjourned the meeting at 10:47 a.m.

COMMITTEE MEMBERS PRESENT

Mario Villarino, Chairman

Robert Murray

Ann Rushing

REPRESENTING

Hopkins County

MTG Engineers

Mayor, City of Clarksville

ATCOG STAFF PRESENT

Paul Prange, Environmental Resources Coordinator

ATCOG

ARK TEX COUNCIL OF GOVERNMENTS
DIRECTORS REPORT

09.30.2023

Fiscal year thru period ending 09.30.2023

0010 - Executive

Description	Quarter to date	Year to date	Ytd encumbrnce	Annual budget	Annual variance	% used
50110 SALARIES	87,087.65	274,462.91	-	283,494.00	(9,031.09)	0.97
50210 BENEFITS	42,762.81	140,554.45	-	141,319.00	(764.55)	0.99
50310 STAFF TRAVEL	2,548.87	18,380.45	-	8,500.00	9,880.45	2.16
50312 REGISTRATION		650.00	-	4,000.00	(3,350.00)	0.16
50319 TRAINING	179.07	1,998.37			1,998.37	-
50410 RENT/SPACE	1,980.53	11,704.93	-	21,661.00	(9,956.07)	0.54
50420 TELEPHONE	945.37	5,185.78	-	6,236.00	(1,050.22)	0.83
50430 POSTAGE	3.24	470.48	-	1,500.00	(1,029.52)	0.31
50440 COPIER	1,119.62	2,294.27	-	1,272.00	1,022.27	1.80
50510 OTHER INDIRECT	290.07	789.16	-	5,000.00	(4,210.84)	0.16
50511 OFFICE SUPPLIES	43.49	23,237.21	-	2,500.00	20,737.21	9.29
50512 REPRODUCTION & PUBLICATIONS	-	42.07	-	250.00	(207.93)	0.17
50514 PERIODICALS	600.23	4,107.23		-	4,107.23	
50515 MEMBERSHIP DUES	100.00	225.00	-	-	225.00	
50515 MEMBERSHIP DUES - LOCAL				-	-	
50516 ADVERTISING	32.78	102.78		-	102.78	
50518 BUILDING/GROUNDS MAINT				-	-	
50523 SOFTWARE MAINTENANCE	1,522.28	1,954.28		5,000.00	(3,045.72)	
50525 INTEREST			-	-	-	
50531 DRUG TESTING				-	-	
50610 EQUIPMENT				-	-	
50612 COMPUTER SOFTWARE				-	-	
Total EXPENSE	139,216.01	486,159.37	-	480,732.00	5,427.37	1.01

ARK TEX COUNCIL OF GOVERNMENTS
DIRECTORS REPORT

09.30.2023

Fiscal year thru period ending 09.30.2023

0020 - Administrative

Description	Quarter to date	Year to date	Ytd encumbrnce	Annual budget	Annual variance	% used
50110 SALARIES	48,230.37	146,674.56	-	127,372.00	19,302.56	1.15
50210 BENEFITS	23,814.30	75,188.77	-	63,494.00	11,694.77	1.18
50310 STAFF TRAVEL	354.06	1,968.19	-	5,000.00	(3,031.81)	0.39
50312 REGISTRATION		-	-	1,000.00	(1,000.00)	-
50319 TRAINING		337.89			337.89	
50410 RENT/SPACE	1,050.70	6,184.52	-	9,732.00	(3,547.48)	0.64
50420 TELEPHONE	517.49	2,523.10	-	3,111.00	(587.90)	0.81
50430 POSTAGE	19.25	197.93	-	2,350.00	(2,152.07)	0.08
50440 COPIER	33.20	302.32	-	571.00	(268.68)	0.53
50510 OTHER INDIRECT		261.00	-	6,000.00	(5,739.00)	0.04
50511 OFFICE SUPPLIES	387.24	1,208.10	-	750.00	458.10	1.61
50512 PERIODICALS & PUBLICATIONS			-	-	-	
50514 MEMBERSHIP DUES		7,723.91	-	-	7,723.91	
50515 ADVERTISEMENT			-	-	-	
50521 LEGAL & ACCT FEES			-	-	-	
50522 INSURANCE/BONDING			-	-	-	
50523 SOFTWARE MAINTENANCE	311.44	827.74	-		827.74	
50524 BANKING SERVICES			-		-	
50525 INTEREST			-		-	
50530 CONTRACT LABOR		770.90			770.90	
50531 Contract - DRUG TESTING		50.00			50.00	
50540 PROFESSIONAL SERVICES	394.00	1,866.45			1,866.45	
Total EXPENSE	75,112.05	246,085.38	-	219,380.00	26,705.38	1.12

ARK TEX COUNCIL OF GOVERNMENTS
DIRECTORS REPORT

09.30.2023

Fiscal year thru period ending 09.30.2023

0030 - Board

Description	Quarter to date	Year to date	Ytd encumbrnce	Annual budget	Annual variance	% used
50310 BOARD TRAVEL		1,045.37		10,000.00	(8,954.63)	0.10
50312 BOARD REGISTRATION				4,500.00	(4,500.00)	-
50510 OTHER INDIRECT		1,155.98			1,155.98	
Total EXPENSE	-----	-----	-----	-----	-----	-----
	-	2,201.35	-	14,500.00	(12,298.65)	0.15
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ARK TEX COUNCIL OF GOVERNMENTS
DIRECTORS REPORT

09.30.2023

Fiscal year thru period ending 09.30.2023

0040 - Finance

Description	Quarter to date	Year to date	Ytd encumbrnce	Annual budget	Annual variance	% used
50110 SALARIES	32,643.29	133,957.80		165,322.00	(31,364.20)	0.81
50210 BENEFITS	16,309.42	69,773.11		82,411.00	(12,637.89)	0.85
50310 TRAVEL	529.72	1,183.44		2,500.00	(1,316.56)	0.47
50312 REGISTRATION/TRAINING		587.24		3,500.00	(2,912.76)	0.17
50410 RENT/SPACE	681.19	6,204.10		12,632.00	(6,427.90)	0.49
50420 TELEPHONE	347.50	2,280.75		3,282.00	(1,001.25)	0.69
50430 POSTAGE	485.46	2,071.87		3,000.00	(928.13)	0.69
50440 COPIER	19.96	1,394.73		742.00	652.73	1.88
50510 OTHER INDIRECT				3,000.00	(3,000.00)	-
50511 OFFICE SUPPLIES	1,593.67	3,807.90		7,500.00	(3,692.10)	0.51
50512 PERIODICALS & PUBLICATIONS					-	
50515 MEMBERSHIP DUES		150.00		1,000.00	(850.00)	
50516 ADVERTISING					-	
50520 AUDIT & ACCOUNTING	3,275.00	30,775.00		40,000.00	(9,225.00)	
50521 LEGAL & ACCOUNTING						
50522 INSURANCE & BONDING		15,025.96				
50523 SOFTWARE MAINTENANCE	13,741.63	21,045.92		12,000.00	9,045.92	
50524 BANKING SERVICES					-	
50525 INTEREST				1,500.00	(1,500.00)	
50530 CONTRACT LABOR	2,526.70	2,526.70			-	
50540 PROFESSIONAL SERVICES	13,700.00	13,700.00			13,700.00	
Total EXPENSE	-----	-----	-----	-----	-----	-----
	72,153.54	290,784.52	-	338,389.00	(65,157.14)	0.86
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Housing Program Quarterly Report

July 2023 - September 2023

Housing Choice Voucher Program April 2023 - June 2023				
Vouchers	July	August	September	
HCV	1535	1557	1569	
FSS		1	1	
PBV	244	228	225	
RAD1	58	13	13	
VASH	17	17	17	
TOTAL Vouchers	1558	1557	1488	
Amount	\$809,068	828,762	798,246	\$2,436,076
HAP to Landlord	\$766,604	\$780,662	\$793,611	\$2,340,877
HAP – Housing Assistance Payments HCV - Housing Choice Voucher FSS – Family Self Sufficiency PBV – Project-Based Vouchers VASH – Veterans Affairs Supportive Housing RAD - was created in order to give public housing authorities (PHAs) a powerful tool to preserve and improve public housing properties				

Family Self-Sufficiency Program	
Participants: 71 Graduated:3, Increased income 7	Age of Participants: 18 – 30 12
Current Award \$85,000	31 – 50 58
3 Households ceased receiving welfare assistance	51 – 61 01
The FSS Coordinator is the Housing Specialist for all FSS Clients	Total escrow distributed \$21,756
	The average increase in household income as a result of FSS: \$17,457.59

Training	
ONLINE	In Person
4 Housing Specialists, Housing Manager, and FSS Coordinator: Completed 36 Hours of Housing Opportunity Modernization Act (HOTMA) These are numerous amendments to Section 8 of the United States Housing Act of 1937(1937 Act), including significant changes to income calculation, net family assets, and income reviews.	Housing Department Staff attended the Texas Housing Association Conference in August. Staff including Housing Director, 4 Housing Specialist, 3 Program Assistants, 2 Inspectors, and the FSS Coordinator
2 Inspectors, 4 Housing Specialist, and FSS Coordinator received the Fair Housing and Disability Rights Certification	Community: 1 Staff member participating in Leadership Texarkana 2 staff are Officers with the Texarkana Homeless Coalition
1 New Hire: Inspector – start date 10/4/23	

Grants	
The city of Texarkana TX is matching \$174,403 for the 2023 Emergency Solutions Grant (ESG)	TDHCA awarded an additional \$41,158 for the 2022 Emergency Solutions Grant (ESG Annual Funds)

Housing Program Quarterly Report

July 2023 - September 2023

Housing Choice Voucher by County July - September 2023				
County	Total Tenants	Contract Rent	Tenant Rent	(HAP) Housing Assistance to Landlords
Bowie	779	588,195	280,449	406,322
Camp	28	19,879	9,259	15,316
Cass	49	31,694	19,351	21,986
Delta	10	6,379	2,713	4,438
Franklin	26	17,846	11,054	11,611
Hopkins	105	95,323	48,925	60,204
Lamar	116	77,308	39,075	51,078
Morris	52	36,784	19,286	24,428
Red River	22	13,292	6,880	10,069
Titus	94	123,399	60,109	84,049
Upshur	116	68,915	34,298	46,413
Wood	14	10,486	4,026	8964

Grantee	Project Title	Grant Number	Grant Status	Current Award	Expended	Project Period
Ark-Tex Council of Governments	ATCOG Planning, Training and Exercises Project	2946008	Active	\$96,000.00	\$0.00	9/1/23-8/31/24
Ark-Tex Council of Governments	ATCOG-Franklin County Emergency Radio Infrastructure	3979302	Active	\$181,486.25	\$778.52	10/1/22-12/31/23
Ark-Tex Council of Governments	ATCOG-Delta County Emergency Radio Infrastructure Console Project	4514601	Active	\$196,068.86	\$779.91	10/1/22-12/31/23
Ark-Tex Council of Governments	ATCOG-Delta County Emergency Radio Infrastructure Project	4554501	Active	\$250,000.00	\$56.96	10/1/22-9/30/24
Ark-Tex Council of Governments	ATCOG-Lamar County Emergency Radio Infrastructure	4555401	Active	\$250,000.00	\$94.93	10/1/22-9/30/24
Delta County	IISC Delta County License Plate Reader Project	4434701	Active	\$40,211.18	0.00	10/1/23-4/30/24
City of Sulphur Springs	Portable Radio Project	4421001	Active	\$21,987.28	\$0.00	11/1/23-10/31/24
City of Sulphur Springs	Mobile Radio Project	4728601	Active	\$22,406.00	\$0.00	9/1/23-4/30/24
City of Bogata	In-car/handheld Radio upgrade	4701701	Active	\$22,577.50	0.00	10/1/23-9/30/24
City of Daingerfield	ST/CP - Security Cameras Project	4745801	Active	\$10,750.00	0.00	9/1/23-8/31/24
City of Atlanta	Fire and First Responder Radio Replacement Project	4720101	Active	\$37,700.00	0.00	9/1/23-8/31/24
City of Paris	ST/CP-Police Barricades	4786101	Active	\$18,238.47	0.00	10/1/23-9/30/24
City of Mt Vernon	Flock Camera's	4808401	Active	\$10,050.00	\$0.00	10/1/23-9/30/24
Hopkins County	Portable Radio Project	4858701	Active	\$21,987.28	\$0.00	11/1/23-10/31/24

INFORMATION:

TEXAS DEPARTMENT OF AGRICULTURE

REVISED 2023 TxCDBG Manual

Highlights of the Major Revisions:

- Chapter 1 – Administration & Reporting
 - Removed text- Section 3 Service Map Area
- Chapter 2 – Financial Management
 - New Text – Ineligible Costs
- Chapter 4 – Special Conditions
 - New Text – project signage for community-wide projects
 - New Policy – Buy America Preference
- Chapter 5 – Procurement Procedures
 - New Text – Pre-Qualified Services Providers Procurement method no longer available
- Chapter 10 – Civil Rights
 - New text- Section 3 Service Map Area
- Chapter 13 – Monitor Review
 - New Text – Non-compliance violation penalties

NEW REQUIREMENT FOR TxCDBG 2023 AWARDS

On **October 16, 2023** (Email with time will be sent to awardees) **Texas Department of Agriculture** will hold a **Kick-off training session** at ATCOG for all notified Awards. **MUST** attend includes the Authorized Representative of the City and/or County Awarded and the Grant Administrator of the Award.

ECONOMIC DEVELOPMENT ADMINISTRATION

EDA presently has **Four (4) open Funding Application:**

https://www.eda.gov/funding/funding-opportunities/all-opportunities?f%5B0%5D=funding_status%3A6565

GRANTS:

- Grants in Process:** Sulphur Springs Hopkins County EDC – EDA Disaster Supplemental Economic Adjustment Assistance Grant
- TexAmericas Center** – Defense Economic Adjustment Assistance Grant (DEAAG) Program
- NETEDD 3-Year Planning Grant** – EDA Partnership Planning Program 2024-2026

Submitted Grants:

*City of Nash,
Bowie County*

2023 EDA Disaster Supplemental Economic Adjustment Assistance Programs
Nash Business Infrastructure
\$2,554,106.00 **\$538,526.00 match**

Active Grants:

<i>Ark-Tex COG</i>	Rural Business Development Grant (RBDG) <i>Rural Business Development Grant Revolving Loan Fund</i> <i>\$131,818.00</i> <i>No match required</i> <i>USDA 49-019-565975011 (increase)</i>
<i>Ark-Tex COG</i>	Rural Business Development Grant (RBDG) <i>Rural Business Development Grant Revolving Loan Fund</i> <i>\$500,000.00</i> <i>\$100,000.00 match</i> <i>USDA 49-019-565975011</i>
<i>Ark-Tex COG</i>	Rural Business Development Grant (RBDG) <i>Rural Business Development Grant Revolving Loan Fund</i> <i>\$500,000.00</i> <i>\$100,000.00 match</i> <i>USDA 49-019-565975011</i>
NETEDD Revolving Loan Fund (RLF)	2020 EDA Public Works & Economic Adjustment RLF <i>\$3,186,179.31</i> <i>\$1,059,109.81 match</i> <i>NETEDD GRANT # 08-57-02889 "REVOLVED OUT"</i>
<i>City of Jacksboro/Jacksboro EDC</i> <i>Jack County</i> <i>**Approval from EDA and NRPC/COG</i>	2022 EDA Public Works & Economic Adjustment <i>Roadway/Water/Sewer in Jacksboro Economic Park</i> <i>\$1,500,000.00</i> <i>\$152,000.00 City/match</i> <i>EDA GRANT # 08-79-05637</i>
<i>Paris Economic Development Corp,</i> <i>Lamar County</i>	2021 EDA ARPA Public Works & Economic Adjustment <i>Infrastructure Northwest Industrial Park & Jobs</i> <i>\$1,300,000.00</i> <i>\$552,344.00 match</i> <i>EDA GRANT # 08-01-05707</i>
<i>City of Sulphur Springs,</i> <i>Hopkins County</i>	2020 EDA Cares Act Public Works & Economic Adjustment <i>Coal Property Development – Infrastructure & Jobs</i> <i>\$2,380,000.00</i> <i>\$596,960.00 match</i> <i>EDA GRANT # 08-79-05609</i>
<i>TexAmerica's Center,</i> <i>Bowie County</i>	2020 EDA Public Works & Economic Adjustment <i>Rail & Jobs</i> <i>\$864,550.00</i> <i>\$216,138.00 match</i> <i>EDA GRANT # 08-79-05568</i>
<i>City of DeKalb,</i> <i>Bowie County</i>	2020 EDA Public Works & Economic Adjustment <i>Wastewater, Sewer, Water Lines & Meters, Easement & Jobs</i> <i>\$2,000,000.00</i> <i>\$559,858.00 match</i> <i>EDA GRANT # 08-01-05486</i>
<i>City of Hooks</i> <i>Bowie County</i>	2021/2022 CDBG Community Development Fund <i>Sewer Infrastructure</i> <i>\$350,000.00</i> <i>\$35,000.00 match</i> <i>TDA GRANT # CDV21-0265</i>
<i>City of Avery</i> <i>Red River County</i>	2022 TxCDBG FAST Fund Grant <i>Fire Truck & Equipment</i> <i>\$516,606.00</i> <i>\$7,500.00 match</i> <i>TDA GRANT # CFA22-0179</i>
NETEDD PLANNING	2021 3 Year Planning Grant <i>\$210,000.00</i> <i>\$52,500.00 match</i> <i>EDA GRANT # ED21AUS3020017</i>

Grants in Closeout Phase:

*City of Hooks,
Bowie County*

2020 EDA Public Works & Economic Adjustment
Wastewater Treatment Plant Upgrade
\$850,000.00 *\$212,500.00 match*

EDA GRANT # 08-01-05371

*Hopkins County Sulphur Springs EDC
Hopkins County*

2018 EDA Public Works & Economic Adjustment
Rail Transload Heritage Park
\$1,500,000.00 *\$1,000,000.00 match*

EDA GRANT # 08-79-05222

*Ark-Tex COG
NETEDD*

2020 EDA Public Works & Economic Adjustment
Broadband/Population including Housing & Infrastructure
\$400,000.00 *\$0.00 match*

EDA GRANT # ED20AUS3070061 *" IN CLOSEOUT PHASE"*

Denied/Not Selected Grants:

N/A

HAZARD MITIGATION

Plans Recently Approved by FEMA:

Plan(s) In Process:

Titus County Hazard Mitigation Plan
Franklin County Hazard Mitigation Plan
Texarkana Hazard Mitigation Plan

Active Plans:

Red River County	Approval Date: <i>July 27, 2020</i>	Expiration Date: <i>July 26, 2025</i>
Delta County	Approval Date: <i>June 30, 2021</i>	Expiration Date: <i>June 29, 2026</i>
Hopkins County	Approval Date: <i>January 25, 2022</i>	Expiration Date: <i>January 24, 2027</i>
Cass County	Approval Date: <i>April 03, 2022</i>	Expiration Date: <i>April 02, 2027</i>
Bowie County	Approval Date: <i>January 19, 2023</i>	Expiration Date: <i>January 18, 2028</i>
Lamar County	In review process by FEMA	

TRAINING:

NETEDR Training Lindale
FAST Award Training
TARC E-learning Grant Management
NADO Online training-CEDS & Hazard Mitigation Coordination
Brownfield Training Detroit Michigan
TARC in Austin

CERTIFICATIONS UP-TO-DATE:

2023 TxCDBG TxCDBG Grant Administration Services

Ark-Tex Council of Governments

Toni Lindsey – Contact Information Texas Department of Agriculture website

2022 TxCDBG Grant Administrators & Environmental Certificate:

Melody Harmon, Economic Development Director

Kathy McCollum, Environmental/Hazard Mitigation Specialist

FBI Background Clearances for SBA to assist Economic Development Director:

Toni Lindsey, Regional Development Director

Holly Pfister, Development Specialist (*current period*)

**Economic Development Quarterly
Report
July – September 2023**

RLF Program Information:

Loan Projects in Application/Pre-Application Phase

- Manufacturer in Sulphur Springs working with Paris SBDC
- Media Company in Sulphur Springs
- Manufacturer near Hughes Springs working with Mt. Pleasant SBDC
- Health Food Company working with UT Tyler-Longview SBDC
- Restaurant in Pittsburg working with Mt. Pleasant SBDC

Loans Paid Off July through September, 2023

- Fire Street Pizza

Loans Approved for Funding during the Quarter: USDA RBDG

- Cobbs Meat Market funded August 15th, 2023.

Loans Going to Committee for Review: N/A

Revolving Loan Funds (RLF) Program Active Loans July through September 2023:

NETEDD – 13

Red River Tire and Lube (Under COVID Guidance)
Southern Paper Converting
ESNR
Longhorn Tire
KNB Music
Phinense Farms Winery (Under COVID Guidance)
Phoenix (Under COVID Guidance)
Green Tara dba Southend Grocery
Teriyaki Madness
The Branding Iron
Bankhead
Wilson Legacy
Lodge GBC Holdings

ETRAP Loans -3

Leigh Water Supply
Rowe Casa
Longhorn Tire

CHAPMAN - 6

Clarksville EDC
City of Deport
City of Avery
Bowie County ESD #6
City of DeKalb
We Pack CD

NETEDD, former CTEDD Loans - 4

Skate Waco, Inc.
Gardner Valvoline/Express-Hector Alvarez
Kevin & Monita Keathley
Grace Discovery

USDA RBDG - 1

Cobb's Meat Market

COVID RLF Loans- 3

Caffe Crema
Truck'n Awesome
Phoenix Skool Buses

FmHA RLF acquired from CTEDD - 1

Gap Tractor Parts

ATRDC Program Information:

- Total Loans in SBA 504 Portfolio – 19
- Total Original Issued Loan Amount - \$14,138,000.00
- Balance on Books as of 9/1/23 - \$10,746,257.82

ATRDC 504 Loan Program Monthly Income from Fees - \$4936.27

Loan Prospects

- TXK Manufacturer
- Restaurant
- RV Park
- Other franchise w/ bank

Outreach/Training for All Loan Programs During the Quarter:

Outreach

- Training Holly Pfister in Development Specialist role.
- Visits with SBDC staff in Paris, Mt. Pleasant and Athens
- Lender outreach via constant contact newsletter
- Social Media Marketing: LinkedIn and Facebook
- Share/Post SBA 504 updates from District and SCORE to social media pages
- Follow-up with lenders for referrals, provided resourcing to additional providers where needed.
- Completed Red River Leadership Institute Sessions.
- 504 Trainings/Connect call via Webinar
- Outreach event for Entrepreneurs in TXK
- Attended Brownfields Conference, Detroit, MI to explore new funding source.
- Attended NETEDR meeting in Lindale with staff

Environmental Program Quarterly Report (July, August, September)

- Illegal Dumping Surveillance Camera Loan Program – 12 camera systems and 45 “No Dumping” signs have been loaned out within Bowie County and are deployed in the cities of Nash, DeKalb, Simms, and in rural areas of the county. 4 Camera systems have also been loaned out to Hopkins County to help reduce illegal dumping along rural roadways. Additionally, 12 “No Dumping” signs have been delivered to the City of Mount Pleasant. ATCOG currently has eight (8) camera systems and 23 signs available to loan out for illegal dumping enforcement.

- FY24 Solid Waste Grant funds, generated by landfill tipping fees, in the amount of approximately \$20,000.00 will become available on September 1, 2024, for counties within the ATCOG region to conduct Illegal Dumping Cleanup/Community Collection Events. The funds will be allocated equally among each participating county and must be expended by August 31, 2025.

- FY 24 Water Quality Grant Funds, in the amount of \$16,300.00, are being utilized to conduct non-point source pollution activities within the ATCOG region. Activities include Providing educational materials to the public relating to water pollution and conservation practices, composting and gardening techniques, proper lawn care methods, and pet waste disposal. Compost bins have been provided to local Master Gardener Associations within the region to help promote the utilization of natural fertilizers, and disposable nitrile gloves have been distributed to local volunteer water quality monitors associated with the Texas Stream Team. These volunteers monitor the condition of local waterbodies, including creeks, rivers, and lakes, on a weekly or monthly basis, utilizing chemical test kits and electronic meters. The results are provided to Meadows Center for Water and the Environment at Texas State University, to be compiled and presented to TCEQ on an annual basis. In addition, FY24 Water Quality Grant Funds will be utilized throughout the ATCOG region in disadvantaged communities for similar purposes.

- ATCOG administers the Region 2 Lower Red-Sulphur-Cypress Regional Flood Planning Group grant program funded by the Texas Water Development Board. This is the second round of flood planning and consists of a 5-year cycle. Funding is being utilized to develop and enhance the flood plan in a region comprised of 20 counties located in northeast Texas. ATCOG is currently coordinating with TWDB to develop the contract, and the application process is scheduled to begin in late October or early November.

FY2023 JAG Projects						
Grantee	Project Title	Grant Number	Grant Status	Current Award	Expended	Project Period
City of Mt. Vernon	Car Radios	4438301	Grant-Active	\$22,977.36	\$0.00	10/1/2022-9/30/2023
	Franklin County Mobile		Grant-Pending Close-Out			
Franklin County	Data Terminals (CJD)	4425101	(Vendor Hold)	\$36,002.40	\$36,002.40	10/1/2022-9/30/2023
Cass County	Taser Replacement Project	4427801	Grant-Pending Close-Out	\$26,545.59	\$26,545.59	10/1/2022-9/30/2023
City of Sulphur Springs	Portable Radio	4434601	Grant-Active	\$15,200.00	\$14,778.20	10/1/2022-9/30/2023
			Grant-Active (Fund Hold-			
City of Clarksville	Video Storage	4516601	Vendor Hold)	\$11,547.00	\$0.00	10/1/2022-9/30/2023
Delta County	All Terrain Vehicle	4530701	Grant-Active	\$20,000.00	\$19,599.60	10/1/2022-9/30/2023
City of Daingerfield	All Wheel Drive Project	4411001	Grant-Closed	\$21,651.71	\$21,651.71	10/1/2022-9/30/2023

FY2023 VOCA Projects						
Grantee	Project Title	Grant Number	Grant Status	Current Award	Expended	Project Period
Domestic Violence Prevention, Inc.	Comprehensive Victim Restoration Program	2907006	Grant-Active	\$341,497.06	\$304,172.29	10/1/2022-9/30/2023
	Children & Youth Services/Domestic Violence, Sexual Assault, and Transitional Housing					
SAFE-T		2453109	Grant - Active	\$637,519.18	\$490,647.46	10/1/2022-9/30/2023

FY2023 VAWA Projects						
Grantee	Project Title	Grant Number	Grant Status	Current Award	Expended	Project Period
Red River County (Sheriff's Office)	SA/FV Investigations Program	3953203	Grant - Active (Fund Hold)	\$35,014.84	\$8,308.98	10/1/2022-9/30/2023

FY2023 Juvenile Justice Projects						
Grantee	Project Title	Grant Number	Grant Status	Current Award	Expended	Project Period
Ark-Tex Council of Governments	Purchase of Juvenile Services	1426624	Grant - Active	\$29,008.49	\$28,267.89	9/1/2022-8/31/2023

FY2023 Truancy Prevention Projects						
Grantee	Project Title	Grant Number	Grant Status	Current Award	Expended	Project Period
Bowie County	Truancy Prevention and Intervention Program	3583205	Grant-Active (Fund Hold)	\$57,786.93	\$57,645.02	10/1/2022-9/30/2023
Morris County	Truancy Prevention Program	4267802	Grant - Active	\$52,566.84	\$47,953.08	10/1/2022-9/30/2023

Qtr. 4 Financial Status Reports for these grants are due to CJD Oct.22nd. After the 22nd, many of these applicants will then show additional expenditures in the eGrants system.

FY2023 Purchase of Juvenile Justice Services Grant / ATCOG Contract with Counties (\$29,008.49 Total for 1-YR Grant)

Quarter 4 Report

County	Scope of Services	Original Contract Amount	Amended Contract Amount	Expended Amount	Juveniles Served with Contracted Amount	Start Date	End Date
Bowie County	Juvenile Mental Health Services	\$ 4,940.00	\$ 5,435.00	\$5,435.00	12	9/1/2022	8/31/2023
Cass County	Juvenile Mental Health Services	\$ 1,650.00	\$ 1,200.00	\$1,200.00	2	9/1/2022	8/31/2023
Hopkins County (also covers Delta, Franklin)	Juvenile Mental Health Services	\$ 3,135.00	\$ 3,630.00	\$3,630.00	11	9/1/2022	8/31/2023
Lamar County	Juvenile Mental Health Services	\$ 2,805.00	\$ 3,300.00	\$3,300.00	10	9/1/2022	8/31/2023
Red River County	Juvenile Mental Health Services	\$ 1,000.00	\$ 2,443.81	\$2,443.81	16	9/1/2022	8/31/2023
Titus County (also covers Morris)	Juvenile Mental Health Services	\$ 2,970.00	\$ 3,465.00	\$3,465.00	7	9/1/2022	8/31/2023
	TOTAL	\$ 16,500.00	N/A	\$19,473.81	58		

FY2022/2023 Regional Law Enforcement Training Grant (\$154,267 Total for 2-Year Grant - FY22 & FY23)

FY22/23 Total # Students to Attend Law Enforcement Training (Provided w/ ATCOG Grant Funds or Free Through ATCOG Coordination With Certain Training Providers)	501
FY22/23 Courses Held (Provided w/ ATCOG Grant Funds or Free Through ATCOG Coordination With Certain Training Providers)	83

**Ark-Tex Area Agency on Aging Quarterly Report
July 2023 – September 2023**

<i>Bowie County</i>	<i>Quarter</i>	<i>FY2023 Total</i>
Transportation	831 (\$5,467.98)	3,837 (\$25,247.46)
Home Delivered Meals	6,692 (\$35,534.52)	25,164 (\$133,620.84)
Congregate Meals	3,336 (\$24,486.24)	12,790 (\$93,878.60)
 <i>Cass County</i>		
Transportation	1,087 (\$7,152.46)	3,757 (\$24,721.06)
Home Delivered Meals	2,537 (\$13,471.47)	8,910 (\$47,312.10)
Congregate Meals	1,920 (\$14,092.80)	7,074 (\$51,923.16)
 <i>Delta County</i>		
Transportation	7 (\$46.06)	30 (\$197.40)
Home Delivered Meals	2,924 (\$15,526.44)	9,634 (\$51,156.54)
Congregate Meals (Grab & Go)	0 (\$0)	1,258 (\$9,346.94)
 <i>Franklin County</i>		
Transportation	82 (\$539.56)	317 (\$2,085.86)
Home Delivered Meals	172 (\$913.32)	744 (\$3,950.64)
Congregate Meals	---	---
 <i>Hopkins County</i>		
Transportation	1,265 (\$8,323.70)	4,902 (\$32,255.16)
Home Delivered Meals	4,143 (\$21,999.33)	15,531 (\$82,469.61)
Congregate Meals	---	---
 <i>Lamar County</i>		
Transportation	252 (\$1,658.16)	522 (\$3,434.76)
Home Delivered Meals	16,928 (\$89,887.68)	60,143 (\$319,359.33)
Congregate Meals	640 (\$4,755.20)	2,380 (\$17,683.40)
 <i>Morris County</i>		
Transportation	358 (\$2,355.64)	1,368 (\$9,001.44)
Home Delivered Meals	2,310 (\$12,266.10)	8,159 (\$43,324.29)
Congregate Meals	1,481 (\$10,870.54)	4,752 (\$34,879.68)
 <i>Red River County</i>		
Transportation	138 (\$908.04)	375 (\$2,509.84)
Home Delivered Meals	3,276 (\$17,395.56)	13,561 (\$72,008.91)
Congregate Meals	269 (\$1,998.67)	1,023 (\$7,600.89)
 <i>Titus County</i>		
Transportation	1,127 (\$7,415.66)	3,832 (\$25,214.56)
Home Delivered Meals	1,494 (\$7,933.14)	6,838 (\$36,309.78)
Congregate Meals	837 (\$6,143.58)	2,722 (\$19,979.48)
<hr/>		
<i>TOTALS</i>		
<i>Transportation</i>	<i>5,147 (\$33,867.26)</i>	<i>18,940 (\$124,625.20)</i>
<i>Home Delivered Meals</i>	<i>40,476 (\$214,927.56)</i>	<i>148,684 (\$789,512.04)</i>
<i>Congregate Meals</i>	<i>8,483 (\$62,347.03)</i>	<i>31,999 (\$235,292.12)</i>

**Ark-Tex Area Agency on Aging Quarterly Report
July 2023 – September 2023**

<i>Other Services</i>	<i>Quarter</i>	<i>FY2023 Total</i>
Homemaker <i>(Estimated)</i>	680.50/hrs (\$11,975.00)	3,229.25/hrs (\$56,899.50)
Caregiver Respite In-Home <i>(Estimated)</i>	599.00/hrs (\$10,635.00)	2,218.75/hrs (\$39,268.50)
Evidence-Based Intervention <i>(HomeMeds, Tai Chi-Arthritis, A Matter of Balance)</i>	307	1,146

Estimated Funding for FY2023: \$2,739,927.00
(This figure does not include prior year funding)

*Training for the Fiscal Year 2023
Certifications*

Alliance of Information and Referral System (AIRS) Certification	Magen Watters, Program Specialist
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9-1-1 Call Statistics

Report Date: 10/16/2023
 10:57:43
 Report Date From: 07/01/2023

Report Date To: 09/30/2023

Period Group: All

Call Type: 911 Calls

Abandoned Filters: Include Abandoned

Agency Affiliation: All

ATCOG Training Center

Atlanta PD

Bi State Justice Center

Cass CO SO

Delta CO SO

(8 more PSAPs selected)

Year: 2023

	BUSN	CNTX	COIN	No Class of Service	OTHER	PAYP	PBX	RESD	TLMA	Unpars ed 911	TEXT	VOIP	WPH0	WPH1	WPH2	Total
ATCOG Training Center	22	0	0	74	0	0	2	6	0	0	2	39	0	108	318	571
Atlanta PD	59	0	0	15	0	0	0	93	0	0	69	144	1	308	1346	2035
Bi State Justice Center	916	18	0	2320	0	0	0	658	0	0	484	1242	23	8427	15211	29299
Cass CO SO	53	5	0	41	0	0	0	129	0	0	95	234	0	386	1913	2856
Delta CO SO	48	0	0	1	0	0	0	24	0	0	13	20	0	132	494	732
Franklin CO SO	11	0	0	22	0	0	0	33	0	0	8	116	4	212	1041	1447
Hopkins CO SO	138	0	0	47	0	0	0	75	0	0	74	38	5	456	2313	3146
Morris CO SO	31	0	0	20	0	0	0	134	0	0	126	197	1	266	1732	2507
Mt Pleasant PD	204	0	0	84	0	0	0	50	0	0	106	504	0	677	3439	5064
New Boston PD	15	2	0	32	0	0	0	33	0	0	90	152	1	116	660	1101
Paris PD	199	0	0	68	0	0	164	132	0	0	131	580	9	2921	3671	7875
Red River County	87	0	0	2	0	0	0	85	0	0	61	113	1	367	1291	2007
Sulphur Springs PD	362	1	0	49	0	0	2	21	0	0	129	264	2	407	2322	3559
Total	2145	26	0	2775	0	0	168	1473	0	0	1388	3643	47	14783	35751	62199

Wireless Calls = 50,581

Total Call = 62,199

TRAX Quarterly Report

RURAL TEXARKANA

PROGRAM	23-Jul	23-Aug	23-Sep
TRIP	1,307.00	1,311.00	1,389.00
GROSS MILES	24,992.00	23,544.00	24,411.00
REVENUE MILES	19,899.00	21,144.00	22,241.00
GROSS TIME	1,598.00	1,569.00	1,601.00
REVENUE TIME	1,006.00	1,101.00	1,190.00
COUNTY TRIPS			
BOWIE	601.00	633.00	679.00
CASS	579.00	542.00	582.00
MORRIS	127.00	136.00	128.00
AAA	706	881	894

RURAL MT PLEASANT

PROGRAM	23-Jul	23-Aug	23-Sep
TRIP	1,088.00	1,067.00	1,053.00
GROSS MILES	10,008.00	9,443.00	9,449.00
REVENUE MILES	9,431.00	8,292.00	8,693.00
GROSS TIME	942.00	983.00	976.00
REVENUE TIME	908.00	900.00	862.00
TITUS	903.00	887.00	879.00
FRANKLIN	185.00	180.00	165.00
AAA	365	496	499

RURAL SULPHUR SPRINGS

PROGRAM	23-Jul	23-Aug	23-Sep
TRIP	892.00	868.00	885.00
GROSS MILES	10,048.00	9,145.00	9,121.00
REVENUE MILES	8,021.10	7,993.00	7,838.00
GROSS TIME	717.00	696.00	707.00
REVENUE TIME	587.00	593.00	583.00
COUNTY TRIPS			
HOPKINS	845.00	828.00	843.00
FRANKLIN	47.00	40.00	42.00
AAA	389	452	429

RURAL PARIS

PROGRAM	23-Jul	23-Aug	23-Sep
TRIP	943.00	921.00	932.00
GROSS MILES	6,878.00	6,811.00	6,846.00
REVENUE MILES	5,777.00	5,499.00	5,829.00
GROSS TIME	503.00	497.00	517.00
REVENUE TIME	447.00	403.00	488.00
COUNTY TRIPS			
LAMAR	534.00	528.00	530.00
DELTA	18.00	18.00	18.00
RED RIVER	63.00	61.00	58.00
AAA	96	159	150
Paratransit	328.00	314.00	326.00

PARIS METRO SERVICE

PROGRAM	23-Jul	23-Aug	23-Sep
TRIP	3,061.00	4,260.00	3,525.00
Rev Miles	8,234.00	10,421.00	8,693.00
AAA	701	904	893

MONTHLY TOTALS

Total Trips made	7,291.00	8,427.00	7,784.00
Total revenue miles driven	51,362.10	53,349.00	53,294.00
Total revenue hours	2,948.00	2,997.00	3,123.00

BRIEFING PAPER

ITEM 6:

Review and consider approval of an amendment to resolution AEC23-13 to increase the contract threshold from \$525,000 to \$575,000 to complete renovations at the Paris office building.

BACKGROUND:

In April 2023, the ATCOG Executive Committee authorized the Executive Director to enter into a contract with Concord Commercial Services, Inc., not to exceed \$525,000 to complete renovations at the ATCOG Paris facility. This property will provide needed dispatch, driver, administrative, and public lobby facilities for the rural transportation program as well as the Paris Metro service.

DISCUSSION:

The initial contract amount was \$457,117 which included a roof replacement. A 15% contingency was included in the original requested amount for approval to cover unanticipated costs that may arise during the project. Change orders have been submitted for the following:

- relocating an electrical meter base to comply with city code
- remove and replace rotten wall framing
- replace rotten roof deck (more than anticipated)
- HVAC repair of existing unit due to blower motor not operational
- removal and disposal of HVAC unit beyond repair that is causing drainage issues
- gutter system added (not included in plans by mistake)
- major concrete redesign and landscape grading to direct water away from the building – discovered the extent of the flooding after large amounts of rainfall, which is the cause of the rotting wall framing (included demoing sidewalk, remove and backfill old restaurant grease trap, 4" flatwork concrete and 6" concrete paving, addition of a concrete flume with an added fall)
- Infill discovered wall opening with brick
- remove "old pizza hut" style decorative trim for cosmetic purposes
- added CAT6 cable and a 48 port patch panel for new camera system
- replace water-damaged HVAC ductwork insulation liner
- install new 1" gas line from the HVAC unit to relocated gas meter (discovered shallow and damaged gas lines when digging for the concrete replacement)

Current change orders bring the total needed repairs to \$550,000. While the project should be completed in the next few weeks and major change orders are not anticipated, staff request approval to increase the contract threshold to \$575,000 to cover any additional change orders needed. All expenses will be funded by the Federal Transit Administration grant.

RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. AEC23-13

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH CONCORD COMMERCIAL SERVICE, INC. NOT TO EXCEED \$525,000 TO COMPLETE RENOVATIONS AT THE PARIS OFFICE BUILDING.

WHEREAS, in February 2021, the ATCOG Board of Directors approved the purchase of a building and property for the ATCOG transportation program to house and secure vehicles and to provide needed dispatch, driver, administrative, and public lobby facilities; and

WHEREAS, ATCOG purchased a building with the intent to renovate the building to fit operational needs; and

WHEREAS, ATCOG procured an architect in the fall of 2021 to complete the design of the renovations and see the project through to completion; and

WHEREAS, ATCOG conducted a Request for Best Value Bids to procure a contractor to complete the renovation project and received two bids; and

WHEREAS, ATCOG has selected Concord Commercial Services, Inc. to complete the project with a contract not to exceed \$525,000; and

WHEREAS, Funding for the renovations will be provided through the Federal Transit Administration; and

WHEREAS, all federal, state and local regulations were followed during the procurement process.

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

Section 1 - That the Executive Committee authorizes the Executive Director to enter into a contract with Concord Commercial Services, Inc not to exceed \$525,000 to complete renovations at the Paris office building.


Section 2 - That the Executive Director, Chris Brown, has full authority to act on behalf of the ATCOG Board in all matters pertaining to the contract.

Section 3 - That this resolution is approved by majority vote in accordance with the bylaws of Ark-Tex Council of Governments and applicable law, and shall be in effect immediately upon its adoption.

REVIEWED AND APPROVED THIS 27TH DAY OF APRIL, 2023.

ATTEST:





**Bobby Howell, President
Board of Directors
Ark-Tex Council of Governments**

RESOLUTION NO. AEC24-01

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH CONCORD COMMERCIAL SERVICE, INC. NOT TO EXCEED \$575,000 TO COMPLETE RENOVATIONS AT THE PARIS OFFICE BUILDING.

WHEREAS, in February 2021, the ATCOG Board of Directors approved the purchase of a building and property for the ATCOG transportation program to house and secure vehicles and to provide needed dispatch, driver, administrative, and public lobby facilities; and

WHEREAS, ATCOG purchased a building with the intent to renovate the building to fit operational needs; and

WHEREAS, ATCOG procured an architect in the fall of 2021 to complete the design of the renovations and see the project through to completion; and

WHEREAS, ATCOG conducted a Request for Best Value Bids to procure a contractor to complete the renovation project and received two bids; and

WHEREAS, ATCOG has selected Concord Commercial Services, Inc. to complete the project with a contract not to exceed \$575,000; and

WHEREAS, funding for the renovations will be provided through the Federal Transit Administration; and

WHEREAS, all federal, state, and local regulations were followed during the procurement process.

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

Section 1 - That the Executive Committee authorizes the Executive Director to enter into a contract with Concord Commercial Services, Inc not to exceed \$575,000 to complete renovations at the Paris office building.

Section 2 - That the Executive Director, Mary Beth Rudel, has full authority to act on behalf of the ATCOG Board in all matters pertaining to the contract.

Section 3 - That this resolution is approved by majority vote in accordance with the bylaws of Ark-Tex Council of Governments and applicable law, and shall be in effect immediately upon its adoption.

REVIEWED AND APPROVED THIS 26TH DAY OF OCTOBER, 2023.

ATTEST:

**Bobby Howell, President
Board of Directors
Ark-Tex Council of Governments**

BRIEFING PAPER

ITEM 7:

Review and consider approval of the Ark-Tex Council of Governments Housing Choice Voucher Program Annual Plan to be effective October 1, 2023.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) requires an Annual Plan to be submitted to locate basic Public Housing Authority (PHA) policies, rules, and requirements concerning the PHA's operations, programs, and services. The Plan informs HUD, families served by the PHA, and members of the public of the PHA's mission and goals. The Plan provides objectives for serving the needs of low-income, very low-income, and extremely low-income families.

DISCUSSION:

The current policy under Local Preferences (24 CFR 982.204) states, "ATCOG will support and administer vouchers for the HCV program."

The ATCOG Board must formally adopt any revisions made to this plan as well as approve it annually. No revisions are required at this time.

The PHA requests approval for the Housing Choice Voucher Annual Plan to be submitted to establish goals and operating procedures for achieving PHA goals within the HCV program.

RECOMMENDATION:

Staff recommends approval.

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.
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A.1	<p>PHA Name: <u>Ark-Tex Council of Governments</u> PHA Code: <u>TX499</u> PHA Plan for Fiscal Year Beginning: (10/01/2023) PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) <u>1522</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below)</p>
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Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
Lead HA:				

B.	Plan Elements.
B.1	<p>Revision of Existing PHA Plan Elements.</p> <p>a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p>
B.2	New Activities. – Not Applicable
B.3	<p>Progress Report.</p> <p>Communication between staff and landlords continues to be a priority to serve more tenants in the counties ATCOG serves. Growing the client list in Housing Choice Voucher, Veterans Affairs Supportive Housing, and the Family Self Sufficiency Programs continues by educating the general public.</p>
B.4	Capital Improvements. – Not Applicable
B.5	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
C.	Other Document and/or Certification Requirements.
C.1	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
C.2	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.3	<p>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.4	<p>Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>

D.	Affirmatively Furthering Fair Housing (AFFH).									
D.1	<p>Affirmatively Furthering Fair Housing (AFFH).</p> <p>Provide a statement of the PHA’s strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p> <table border="1" data-bbox="180 472 1451 947"> <tr> <td data-bbox="180 472 1451 510">Fair Housing Goal:</td> </tr> <tr> <td data-bbox="180 510 1451 548"><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></td> </tr> <tr> <td data-bbox="180 548 1451 947"> <p>To further its commitment to full compliance with applicable Civil Rights law, ATCOG will provide Federal/ State information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the voucher holders' briefing and available upon request.</p> <p>ATCOG ensures that elderly and disabled families' housing needs are met throughout the counties it serves.</p> <p>Utilizing media to inform tenants, potential tenants, and Landlords on policy and procedures.</p> </td> </tr> </table> <table border="1" data-bbox="180 972 1451 1383"> <tr> <td data-bbox="180 972 1451 1010">Fair Housing Goal:</td> </tr> <tr> <td data-bbox="180 1010 1451 1047"><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></td> </tr> <tr> <td data-bbox="180 1047 1451 1383"> <p>All ATCOG Housing Staff are required to attend Fair Housing training and be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service.</p> <p>Staff will attend local fair housing update training to keep current with new developments. Fair Housing Training is provided in August annually at the Texas Housing Association Housing conference.</p> </td> </tr> </table> <table border="1" data-bbox="180 1409 1451 1862"> <tr> <td data-bbox="180 1409 1451 1446">Fair Housing Goal:</td> </tr> <tr> <td data-bbox="180 1446 1451 1484"><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></td> </tr> <tr> <td data-bbox="180 1484 1451 1862"> <p>Goals for ATCOGS’s HCV program include educating tenants to participate in Family Self-Sufficiency Program</p> <p>Provide education to Landlords on the responsibilities of the tenant lease, the difference between the inspectors from ATCOG, and the general inspection of the Landlord.</p> </td> </tr> </table>	Fair Housing Goal:	<u><i>Describe fair housing strategies and actions to achieve the goal</i></u>	<p>To further its commitment to full compliance with applicable Civil Rights law, ATCOG will provide Federal/ State information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. 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Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV-Only PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), Number of Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements. All PHAs must complete this section. (24 CFR §903.11(c)(3))

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

Rent Determination. A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))

Operation and Management. A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)).

Informal Review and Hearing Procedures. A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))

Homeownership Programs. A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii)).

Substantial Deviation. PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

Significant Amendment/Modification. PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan.

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

B.2 New Activities. This section refers to new capital activities which is not applicable for HCV-Only PHAs.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))

B.4 Capital Improvements. This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.2 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
 Consistency with the Consolidated Plan or State Consolidated Plan**

I, Mary Beth Rudel the Executive Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal year 2023 and/or Annual PHA Plan for fiscal year
2023 of the Ark-Tex Council of Governments is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair
 Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

Little Rock Regional HUD Office
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or
 State Consolidated Plan.

Ark-Tex Council of Governments mission is to ensure all families sustain affordable, safe, and
 quality housing. ATCOG continues to promote and market the Family Self Sufficiency program to
 encourage and inspire families towards self – reliance, growth, and optimism.

Ark-Tex Council of Governments is the contract Administrator for RAD Project Based Vouchers
 which allows housing assistance payments to be made on behalf of 320 families.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will
 prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: Mary Beth Rudel	Title: Executive Director
Signature:	Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S.
 Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information
 are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to
 ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing
 instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD
 may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certifications of Compliance with
PHA Plan and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations
including PHA Plan Elements that Have Changed**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 10/01/2023, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. In accordance with 24 CFR § 5.105(a)(2), HUD’s Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
 11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
 18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
 20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Ark-Tex Council of Governments
 PHA Name

TX499
 PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2023-2024

5-Year PHA Plan for Fiscal Years 20__ - 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director : Mary Beth Rudel

Name Board Chairman President Honorable Bobby Howell

Signature

Date

Signature

Date

RESOLUTION NO. AEC24-02

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) APPROVING THE HOUSING CHOICE VOUCHER PROGRAM ANNUAL PLAN FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023.

WHEREAS, the Quality Housing and Work Responsibility Act of 1998 enacted by the U. S Department of Housing and Urban Development (DHUD) requires the Annual Plan be submitted to establish goals and operating procedures for achieving PHA goals within the HCV program; and

WHEREAS, the Annual Plan for the fiscal year beginning on October 1, 2023, is now due and must be approved and certified by the Board of Directors; and

WHEREAS, a public meeting was held at 4:30 P.M. on October 18, 2023, to hear comments and/or recommendations for changes in the Annual Plan, and no comments or recommendations were received.

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

Section 1 - That the Executive Committee approves the Annual Plan for the fiscal year beginning October 1, 2023.

Section 2 - That the Executive Director, Mary Beth Rudel, has full authority to act on behalf of the ATCOG Board in all matters pertaining to the HCV Program Annual Plan.

Section 3 - That this resolution is approved by majority vote in accordance with the bylaws of Ark-Tex Council of Governments and applicable law, and shall be in effect immediately upon its adoption.

REVIEWED AND APPROVED THIS 26TH DAY OF OCTOBER, 2023.

**Bobby Howell, President
Board of Directors
Ark-Tex Council of Governments**

ATTEST:

BRIEFING PAPER

ITEM 8:

Review and consider approval of the FY2024/2025 application to the Texas Commission on Environmental Quality (TCEQ) to administer the Solid Waste Pass-Through Grant Program.

BACKGROUND:

TCEQ is directed by the Legislature to dedicate one-third of the revenue generated by state fees on municipal solid waste (MSW) disposed of at landfills to grants for regional and local MSW projects. TCEQ allocates the funds to the state's 24 councils of governments (COGs) based on a formula that takes into account population, area, solid waste fee generation, and public health needs. The Ark-Tex Council of Governments receives funding every two years from the Texas Commission on Environmental Quality (TCEQ) to administer the Solid Waste Pass-Through Grant Program. An application must be submitted by ATCOG to TCEQ at the beginning of each biennium in order to execute the contract for the grant period.

DISCUSSION:

ATCOG staff is seeking authorization from the Ark-Tex Council of Governments Executive Committee to submit an application to the Texas Commission on Environmental Quality in order to administer the FY2024/2025 Solid Waste Pass-Through Grant Program. ATCOG staff plans to fund Community Collection Events and Illegal Dumping Cleanup Events throughout the region during this biennium.

RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. AEC24-03

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) APPROVING THE SUBMISSION OF THE FY2024/2025 APPLICATION TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TO ADMINISTER THE SOLID WASTE PASS-THROUGH GRANT PROGRAM.

WHEREAS, TCEQ is directed by the Legislature to dedicate one-third of the revenue generated by state fees on municipal solid waste (MSW) disposed of at landfills to grants for regional and local MSW projects; and

WHEREAS, TCEQ allocates the funds to the state's 24 councils of governments (COGs) based on a formula that takes into account population, area, solid waste fee generation, and public health needs; and

WHEREAS, ATCOG receives funding every two years from TCEQ to administer the Solid Waste Pass-Through Grant Program; and

WHEREAS, an application must be submitted by ATCOG to TCEQ at the beginning of each biennium in order to execute the contract for the grant period.

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

Section 1 - That the Executive Committee approves the FY2024/2025 application to TCEQ to administer the Solid Waste Pass-Through Grant Program.

Section 2 - That the Executive Director, Mary Beth Rudel, has full authority to act on behalf of the ATCOG Board in all matters pertaining to the FY2024/2025 application to TCEQ to administer the Solid Waste Pass-Through Grant Program.

Section 3 - That this resolution is approved by majority vote in accordance with the bylaws of Ark-Tex Council of Governments and applicable law, and shall be in effect immediately upon its adoption.

REVIEWED AND APPROVED THIS 26TH DAY OF OCTOBER, 2023.

**Bobby Howell, President
Board of Directors
Ark-Tex Council of Governments**

ATTEST:

BRIEFING PAPER

ITEM 9:

Review and consider approval of funding priorities for the FY2024/2025 Texas Commission on Environmental Quality (TCEQ) Solid Waste Pass-Through Grant Program.

BACKGROUND:

The Solid Waste Advisory Committee (SWAC) held a meeting on Thursday, October 12, 2023, at 10:30 a.m. to discuss the FY2024/2025 funding priorities. The SWAC recommended allocating funds in the amount of approximately \$20,000.00 to sponsor Community Collection Events/Illegal Dumping Cleanup Events throughout the ATCOG region during FY2025.

DISCUSSION:

ATCOG staff is seeking authorization from the Ark-Tex Council of Governments Executive Committee to utilize the funding allocation of approximately \$20,000.00 during FY2025 to sponsor Community Collection Events/Illegal Dumping Cleanup Events throughout the ATCOG region.

RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. AEC24-04

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) APPROVING FUNDING PRIORITIES FOR THE FY2024/2025 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) SOLID WASTE PASS-THROUGH GRANT PROGRAM.

WHEREAS, TCEQ is directed by the Legislature to dedicate one-third of the revenue generated by state fees on municipal solid waste (MSW) disposed of at landfills to grants for regional and local MSW projects; and

WHEREAS, the Solid Waste Grant Program provides grants to regional councils of governments to fund solid waste management activities and various local and regional projects that help implement solid waste management plans; and

WHEREAS, the Solid Waste Advisory Committee (SWAC) recommended allocating funds in the amount of approximately \$20,000.00 to sponsor Community Collection Events/Illegal Dumping Cleanup Events throughout the ATCOG region FY2025.

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

Section 1 - That the Executive Committee approves the funding priorities for the FY2024/2025 Texas Commission on Environmental Quality (TCEQ) Solid Waste Pass-Through Grant Program.

Section 2 - That the Executive Director, Mary Beth Rudel, has full authority to act on behalf of the ATCOG Board in all matters pertaining to the funding priorities for the FY2024/2025 Texas Commission on Environmental Quality (TCEQ) Solid Waste Pass-Through Grant Program.

Section 3 - That this resolution is approved by majority vote in accordance with the bylaws of Ark-Tex Council of Governments and applicable law, and shall be in effect immediately upon its adoption.

REVIEWED AND APPROVED THIS 26TH DAY OF OCTOBER 2023.

**Bobby Howell, President
Board of Directors
Ark-Tex Council of Governments**

ATTEST:

BRIEFING PAPER

ITEM 10:

Review and consider authorizing the Executive Director to enter into a contract with Kilgore College not to exceed \$100,000 to provide law enforcement training services.

BACKGROUND:

ATCOG received a 2-year Regional Law Enforcement Training grant from the Office of the Governor, Public Safety Division. A Request for Proposal (RFP) was advertised/issued for a provider for the Regional Law Enforcement Training program, outlining the qualifications and guidelines necessary to carry out the contracted services. Kilgore College/East Texas Police Academy (ETPA), which is ATCOG's current provider of law enforcement training, was the only provider to submit a proposal.

DISCUSSION:

The 2-year Regional Law Enforcement Training grant award and contract will provide the opportunity to sustain law enforcement training for officers/potential officers and have continuous training during the 2-year period while the funding is available. The 2-year contract with ETPA will be a total of \$75,000 to align with the currently available grant funds. During the grant period, if additional funds become available within the ATCOG grant budget and additional contract funds are needed, ATCOG requests to amend the contract amount with the available funds not to exceed \$100,000. ETPA has provided training to the officers and potential officers in our region for a number of years, and ETPA will provide various types of training in locations across the ATCOG region, which significantly helps small departments with limited travel budgets. They will provide basic peace officer training, basic corrections/jailer training, and advanced/specialized courses.

RECOMMENDATION:

Staff recommends approval.

**ARK-TEX COUNCIL OF GOVERNMENTS
 CONTRACT FOR:
 Grant #1426418
 Regional Law Enforcement Training Program**

Contract No.:	920-01-45-23-50810-977-83				
Modification No.:					

ATCOG	CONTRACTOR
Ark-Tex Council of Governments P. O. Box 5307 Texarkana, Texas 75505-5307	Kilgore College 1100 Broadway Kilgore, Texas 75662

PART I - PARTIES TO CONTRACT: This contract is entered into, by and between the Ark-Tex Council of Governments, hereinafter called "ATCOG", and Kilgore College, hereinafter called "Contractor". The Contractor covenants and agrees to provide services set forth in Attachment B, Scope of Services, in accordance with the terms and conditions of this Contract and all applicable laws and regulations; including, but not limited to the following: *Texas Administrative Code (TAC) and Texas Grants Management Standards (TxGMS)*

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

ATTACHMENT	DESCRIPTION	Page
A	Definitions	5
B	Scope of Service	9
C	Payment and Fiscal Management	13
D	Standard Provisions and Assurances	19
E	Exhibits	33

PART III - PAYMENT OBLIGATION: ATCOG agrees to pay Contractor compensation for the described services, a sum not to exceed \$75,000 in accordance with the Budget, procedures and restrictions in Attachment C, Payment and Fiscal Management. This amount shall constitute full and complete payment for the services to be provided under this Contract.

PART IV - CONTRACT PERIOD OF PERFORMANCE: The period of performance under the provisions of this Contract shall begin on September 1, 2023, and terminate after August 31, 2025, unless prior to that date Contractor receives a properly executed modification to this contract extending the above performance period.

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

ATCOG	CONTRACTOR
Signature	Signature
Executive Director Ark-Tex Council of Governments	Kilgore College President
Date	Date

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2.0 PAYMENT AND FISCAL MANAGEMENT 3

SECTION 1.0 SCOPE OF SERVICES DEFINITIONS

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

- 1.1.1. Regional Law Enforcement Training - Law enforcement training provided throughout the Ark-Tex Council of Governments Region including basic and advanced courses.
- 1.1.2. Texas Commission on Law Enforcement - The state agency in Texas which licenses law enforcement officers and training facilities.
- 1.1.3. Service Unit - Tuition paid per student for basic and advanced law enforcement training.

SECTION 2.0 PAYMENT AND FISCAL MANAGEMENT

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

- 2.1.1. Unit Rate Contract - A contract in which reimbursement occurs based on a price for each unit of service provided.

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1.0 CONTRACTOR PROVIDED PERFORMANCE AND SERVICES 5

SECTION 1.0 CONTRACTOR PROVIDED PERFORMANCE AND SERVICES

- 1.1. Contractor shall provide basic and advanced law enforcement training throughout the ATCOG Region on a regularly scheduled basis.
- 1.2 Training courses provided should not duplicate TCOLE-approved online or distance learning courses unless they are expanded to include additional topics. Written justification should be submitted for approval by ATCOG prior to the course start date.
- 1.3. Contractor shall offer, at a minimum, four Basic Peace Officer Certification courses, at least 720 hours in length, with course content as prescribed by the Texas Commission on Law Enforcement (TCOLE).
- 1.4. Contractor shall offer, at a minimum, two Basic Jailer Certification Courses, 120 hours.
- 1.5. Contractor shall offer Night Basic Peace Officer Certification courses, as needed, with course content as prescribed by TCOLE. These courses may be offered in phases such as Basic Peace Officer I-V, depending upon training needs of law enforcement departments within the ATCOG Region.
- 1.6. Contractor shall offer In-Service/Advanced Law Enforcement Training Courses that comply with TCOLE course content. These courses may be conducted in various communities within the Ark-Tex Council of Governments (ATCOG) Region, provided throughout the contract period as requested by ATCOG or offered by contractor.
- 1.7. Law enforcement training courses must be open to all local peace officers equally as defined in Texas Statutes - Article 2.12, Code of Criminal Procedure.
- 1.8. Contractor shall subcontract with, and/or coordinate with, TCOLE licensed training facilities within the ATCOG Region who may wish to provide advanced law enforcement training courses within specific communities.
- 1.9. Contractor shall provide law enforcement training documentation as follows:
 - 1.9.1. Student Attendance Roster, attached to Training Invoice for Payment (Exhibit 1.0, Attachment E)
 - 1.9.2. TCOLE Report of Training Form, upon request (Exhibit 2.0, Attachment E)
 - 1.9.3 Registration Form and Employed Sponsorship Form, upon request (both required for BPOC & BCCC invoice payment)

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SECTION 1.0 FUNDING AGENCIES

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

1.1.1. Texas Office of the Governor, Criminal Justice Division, Grant Number 1426418.

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

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

SECTION 2.0 TOTAL CONTRACT PAYMENT OBLIGATION

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

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

SECTION 3.0 TYPE OF CONTRACT PAYMENT

3.1. ATCOG agrees to compensate Contractor for allowable costs associated with the provision of services identified in Attachment B, Scope of Services, on a unit rate basis.

SECTION 4.0 COST/ADMINISTRATIVE REQUIREMENTS AND ALLOWABLE COSTS

4.1. Except as otherwise authorized by this Contract, state and/or federal law or regulation, Contractor shall comply with the cost principles set forth in either OMB Circular, as applicable, and the uniform administrative requirements set forth in OMB 2 CFR 200, both as supplemented by the final rules promulgated by the Texas Office of the Governor under the Texas Grant Management Standards, as well as all other applicable local, state and/or Federal

laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT.

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

4.2.1. Tuition for Training.

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

SECTION 5.0 INTEGRITY OF FUNDS

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

SECTION 6.0 CONTRACTOR BUDGET

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

<u>Cost Categories</u>	<u>Amount paid by grant funds</u>
Tuition for training:	
Basic Peace Officer – Day & Night (employed by sponsoring agency as specified and defined on the sponsorship form)	\$2,000.00
Basic Jailer – (employed by sponsoring agency as specified and defined on the sponsorship form)	\$300.00
In-Services/Specialized Advanced Training – (per 8 contact hr. day)	\$10.00
TOTAL BUDGET	----- \$75,000.00 =====

6.2 Under no circumstances shall total payments exceed the obligation identified in PART III--PAYMENT OBLIGATION.

SECTION 7.0 PROGRAM AND INTEREST INCOME

7.1. Income, including program and interest income, generated as a result of performance provided by this Contract, shall be utilized in accordance with all local, state and/or federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT. In accordance with the above, subcontractor agrees that any funds identified as excess revenue based on actual expenditures shall:

7.1.1. Return such funds to ATCOG within thirty (30) days, or

7.1.2. Utilize such funds to expand activities under this agreement.

SECTION 8.0 FINANCIAL ACCOUNTING SYSTEM ADEQUACY

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

SECTION 9.0 REQUEST FOR PAYMENT

9.1. Contractor shall be responsible for accurately completing and submitting request for payment documents to ATCOG upon completion of each training course. Billing for services will be provided in the same manner as it would be provided to institutional purchasers in the absence of a grant and shall consist of a brief statement of the service or other item provided and the billing rate. ATCOG shall be responsible for processing and submitting payment to Contractor upon ATCOG's sole determination that Contractor has satisfactorily provided related performance in accordance with the terms of this Contract, and that the costs involved are allowable as described above. Request for payment documents shall include but not be limited to the following:

9.1.1. Student Attendance Roster, attached to Training Invoice for Payment (Exhibit 1.0, Attachment E); and

9.1.2. TCOLE Report of Training Form, upon request (Exhibit 2.0, Attachment E)

9.1.3. Registration Form and Employed Sponsorship Form, upon request (both required for BPOC & BCCC invoice payment)

9.2. ATCOG retains the authority and right to either adjust or completely withhold specific payment amounts if, in ATCOG's sole determination, part or all of the payment(s) requested

reflect nonallowable costs or said costs and/or Contractor's performance are otherwise in noncompliance with the terms and provisions of this Contract.

9.3 If a student is registered through "Employed Sponsorship" status and he/she does not complete the course, the sponsoring agency will be billed for the course. Therefore, ATCOG will not be responsible for tuition payment upon the student's separation from the course.

9.4 Contractor shall maintain the current remaining balance of the training funds using the ATCOG Training Funds spreadsheet (Exhibit 3.0, Attachment E). Information shall be entered into the spreadsheet at the time of course registration, when funds are obligated to a student and/or agency. This process will prevent the contractor from exceeding the available funding.

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SECTION 1.0 MAINTENANCE OF EFFORT

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

SECTION 2.0 PERSONNEL

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

SECTION 3.0 AMENDMENTS

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

3.2. Notwithstanding any other provision of this Contract, any change in the maximum obligation of ATCOG hereunder as indicated in this Contract, and all other changes, additions, deletions or other variances in the terms of this Contract must be made only by formal written amendment executed by the parties signatory to this Contract.

SECTION 4.0 MONITORING, ASSESSMENT, AND CORRECTIVE ACTION

- 4.1. ATCOG may periodically monitor Contractor for:
 - 4.1.1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
 - 4.1.2. The administrative and operational effectiveness of the program.
- 4.2. ATCOG shall conduct periodic assessment reviews and analysis of Contractor's performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by Contractor.
- 4.3. ATCOG reserves the right to conduct periodic visits and to require Contractor to prepare progress reports as identified in Attachment B, Scope of Services during the time of performance of this Contract, unless otherwise provided for in this Contract.
- 4.4. When necessary, ATCOG shall present to Contractor written findings of the monitoring and assessment reviews specifying areas of noncompliance and unsatisfactory performance. Contractor shall respond, in writing, in the form of corrective action reports, within a period of time identified in the written findings provided the Contractor. In such corrective action reports, Contractor shall:
 - 4.4.1. Outline and specify, in detail, corrective action planned and taken; and
 - 4.4.2. Specify detailed procedures and actions initiated to preclude recurrence of the practices, discrepancies and irregularities outlined in the monitoring and assessment reviews conducted by ATCOG.
- 4.5. ATCOG, upon receipt of the requested corrective action plan or statement from Contractor, shall evaluate the corrective action identified and determine whether or not the corrective action identified shall be undertaken, whether alternative action is required, or the goals or standards inherent therein should be modified. Regardless of the course of action taken, ATCOG will ensure that positive actions, procedures, and practices are initiated to preclude recurrence or noncompliance. ATCOG shall provide a written notice to Contractor upon ATCOG's determination that Contractor's corrective action is satisfactory to clear the written findings involved.
- 4.6. Contractor shall cooperate fully in any program replanning required.

SECTION 5.0 TRANSFER OF INTEREST

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

SECTION 6.0 AUDIT

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

- 6.1.5. ATCOG reserves the right to conduct or cause to be conducted an independent compliance and financial audit of all funds received under this Contract which may be performed by ATCOG audit staff, a certified public accountant firm, or other auditors as designated by ATCOG. Such audit will be conducted in accordance with applicable professional standards and practices.
- 6.1.6. Contractor and/or auditors performing monitoring and/or audits of Contractor and/or its subcontractors shall immediately disclose and report to ATCOG any incidents of fraud, abuse or other criminal activity in relation to the provisions of this Contract.
- 6.1.7. ATCOG shall be responsible for coordinating the resolution of Contractor audit findings in accordance with ATCOG procedures for Contractor audit resolution.
- 6.1.8. Contractor understands and agrees that Contractor shall be liable to ATCOG for any costs disallowed as a result of audit.

SECTION 7.0 SUBCONTRACTS

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

- 7.1.1. Identification of the Subcontractor; and
- 7.1.2. The work or services to be contracted; and
- 7.1.3. Qualification of the Subcontractor; and

7.1.4. Subcontract document shall legally reference and contain all provisions of this primary document.

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

SECTION 8.0 PROVISION FOR TERMINATION AND DAMAGES DUE ATCOG

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

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

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

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

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

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

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

8.2.3.3. Expenditures shall not exceed such rate or amounts that have been set forth in this Contract.

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

8.3. Notwithstanding any exercise by ATCOG of its right of early termination pursuant to this Section, Contractor shall not be relieved of any Contractor liability for damages due to ATCOG by virtue of any breach of this Contract by Contractor. ATCOG may withhold any

payment to Contractor until such time as the exact amount of damages due to ATCOG from Contractor is agreed upon or is otherwise determined.

SECTION 9.0 ACCESSIBILITY AND RETENTION OF RECORDS

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

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

SECTION 10.0 CONTINGENT FEES

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

SECTION 11.0 COORDINATION

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

SECTION 12.0 SECTARIAN AND POLITICAL ACTIVITY

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

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

SECTION 13.0 CONFLICT OF INTEREST

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

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

13.2.1. The employee, officer, or agent; or

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

13.2.3. His or her financial partner; or

13.2.4. An organization in which any of the above is an officer, director, or employee.

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

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

13.3.2. Have any interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION 14.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

14.1. ATCOG has an Equal Employment Opportunity Plan in place and the ATCOG Human Resources Director acts as the EEO Officer and is responsible for implementing the ATCOG EEO Program. Through the EEO Plan and the EEO Officer, employees are notified that ATCOG provides a work environment that is free from discrimination, including harassment, based on race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression. Contractor shall also provide a work environment that is free from discrimination, including harassment, based on race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression.

In addition to ATCOG's EEO Plan for employees, ATCOG offers the following civic rights information available to employees and also to individuals that participate in (or benefit from) ATCOG's criminal justice grant programs/activities (available on the ATCOG website www.atcog.org/atcog-home/criminal-justice). Contractor shall offer the following information available to employees and also to individuals that participate in (or benefit from) ATCOG's criminal justice grant programs/activities (available on the ATCOG website):

- 14.1.1. ATCOG's criminal justice programs do not discriminate on the basis of race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression, or English proficiency.
- 14.1.2. ATCOG's EEO Complaint Process (p.8 in ATCOG EEO Plan - on website) should be used when an ATCOG employee, or an individual that participates in (or benefits from) ATCOG's criminal justice programs, files a complaint alleging discrimination on the basis of race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression, or English proficiency.
- 14.1.3. ATCOG does not retaliate against the following individuals:
Persons who file discrimination complaints or lawsuits.
Persons who participate in discrimination proceedings as witnesses.
- 14.1.4. ATCOG provides access to their criminal justice programs/activities to persons who have limited English proficiency (LEP) by using a language translation/interpretation service when necessary.
- 14.1.5. ATCOG criminal justice programs comply with the Equal Treatment for Faith-Based Organizations guidelines including efforts to ensure the programs do not use direct federal funding to engage in explicitly religious activities and that the program does not discriminate against program participants and/or vendors on the basis of religion or religious beliefs, a

refusal to hold a religious belief, or a refusal to participate in a religious practice.

SECTION 15.0 DISPUTES

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

SECTION 16.0 COPYRIGHTS AND PATENTS

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

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

SECTION 17.0 CLEAN AIR AND WATER ACTS

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

SECTION 18.0 CONTRACT WORK HOURS, HEALTH AND SAFETY STANDARDS

18.1. Contractor shall comply and shall assure compliance by its subcontractor with the Occupational Safety and Health Act of 1970 and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333 and the regulations promulgated thereunder to the extent that such provisions apply to Contractor's performance pursuant to this Contract. Contractor shall also comply and shall also assure compliance by its subcontractors with any regulations promulgated by the Secretary of the U.S. Department of Labor establishing standards to protect the health and safety of workers or Contractor employees engaged in performance

pursuant to this Contract that are not covered by the above laws, legislation and/or regulations.

SECTION 19.0 FRAUD AND ABUSE PREVENTION

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

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

SECTION 20.0 TERMS, PROVISIONS AND RULES OF GOVERNING ENTITIES

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

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

SECTION 21.0 INDEMNIFICATION, LIABILITY AND INDEPENDENT CONTRACTOR

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

21.2. If Contractor is a non-governmental entity, Contractor agrees to the extent permitted by law, to indemnify, defend and save harmless ATCOG, its officers, agents and employees from any and all claims and losses accruing or resulting to Contractor and to any and all subcontractors, materials, persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by Contractor in the performance of this Contract.

21.3. ATCOG does not assume any Liability to third persons, nor will ATCOG reimburse the Contractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this Contract or any subcontract hereunder.

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

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

SECTION 22.0 INSURANCE

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

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

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

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

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

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

22.1.2.4. Product Liability Insurance:

Personal Property: \$ 25,000 per accident
Bodily Injury: \$100,000 per accident

22.1.3. Contractor Owned Vehicles:

22.1.3.1. Liability: \$250,000 per person

Collision/Comp \$500,000 aggregate

22.1.3.2. Property Damage: \$100,000

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

22.1.4.1. Write or sign checks.

22.1.4.2. Handle contributions/cash.

22.1.4.3. Handle Contract property, or

22.1.4.4. Handle personal property of clients.

SECTION 23.0 TITLE TO PROPERTY

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

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

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

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

SECTION 24.0 PROGRAM AND FUNDING RECOGNITION

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

SECTION 25.0 ORAL AND WRITTEN AGREEMENTS

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

SECTION 26.0 LEGAL AUTHORITY

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

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

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

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KILGORE COLLEGE
 1100 Broadway / Kilgore, Texas 75662-3204
(903) 983-8108

No. 30077

Ark-Tex Council of Governments
 Patricia Haley
 PO Box 5307
 Texarkana, TX 75505

Date 10/13/2017

TERMS: Due Upon Receipt

KC Account Number 1000-19225

DATE	DESCRIPTION	AMOUNT																																				
	2017 Q1 CJLE 170N 500 - POC Critical Wound Care HOURS: 4.00 TCOLE: 3829 INSTRUCTOR: Joseph P. Cassin <table border="1"> <thead> <tr> <th data-bbox="349 1105 526 1139">Student Id</th> <th data-bbox="842 1105 1079 1139">Student Name</th> <th data-bbox="1709 1162 1787 1535">AMOUNT</th> </tr> </thead> <tbody> <tr><td>[REDACTED]</td><td>[REDACTED]</td><td>5.00</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td><td>5.00</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td><td>5.00</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td><td>5.00</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td><td>5.00</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td><td>5.00</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td><td>5.00</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td><td>5.00</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td><td>5.00</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td><td>5.00</td></tr> <tr> <td colspan="2" data-bbox="931 1549 1555 1586">Ark-Tex Council of Governments Total</td> <td data-bbox="1683 1549 1804 1586">\$ 40.00</td> </tr> </tbody> </table>	Student Id	Student Name	AMOUNT	[REDACTED]	[REDACTED]	5.00	[REDACTED]	[REDACTED]	5.00	[REDACTED]	[REDACTED]	5.00	[REDACTED]	[REDACTED]	5.00	[REDACTED]	[REDACTED]	5.00	[REDACTED]	[REDACTED]	5.00	[REDACTED]	[REDACTED]	5.00	[REDACTED]	[REDACTED]	5.00	[REDACTED]	[REDACTED]	5.00	[REDACTED]	[REDACTED]	5.00	Ark-Tex Council of Governments Total		\$ 40.00	
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Ark-Tex Council of Governments Total		\$ 40.00																																				
	LOCATION: Texarkana @TTPD COURSE DATE: 10/03/2017 TUITION: \$5																																					
	Please make payment to: Kilgore College CASHIER'S OFFICE 1100 BROADWAY Kilgore, Texas 75662																																					

TCOLE Roster Listing Report

Tcole Roster ID:
Course End Date:

TCOLE Course ID:
Hours:

Instructor:

Academy Course Name:

Roster Note:

Description:

	PID	Student	Department
1			
2			
3			
4			

Sample

Ark-Tex Council of Governments

(Beginning Balance) \$75,000.00

Courses	Location	Invoice #	Hours	Students	Contact Hours	Amounts	Current Balance
<i>(EXAMPLE) Day Basic Peace Officer</i>	Texarkana	12345	160	6	960	\$5,880.00	\$69,120.00

Sample

RESOLUTION NO. AEC24-05

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH KILGORE COLLEGE NOT TO EXCEED \$100,000 TO PROVIDE LAW ENFORCEMENT TRAINING SERVICES.

WHEREAS, the Ark-Tex Council of Governments (ATCOG) approved the ATCOG Procurement Policy and Procedure Manual on December 20, 2020; and

WHEREAS, ATCOG Procurement Policy and Procedure Manual states ATCOG Board approval is required for all purchases of \$50,000 and above; and

WHEREAS, the ATCOG Criminal Justice Program needs to purchase police academy training services for the purpose of law enforcement training for officers/potential officers; and

WHEREAS, the funding for the purchase is available through the Office of the Governor (OOG), Public Safety Office (PSO) – Criminal Justice Division (CJD).

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

Section 1 - That the Executive Committee approves the purchase of police academy training services.

Section 2 - That the Executive Director, Mary Beth Rudel, has full signature authority to act on behalf of the ATCOG Board relating to the aforementioned purchase.

Section 3 - That this resolution is approved by majority vote in accordance with the bylaws of Ark-Tex Council of Governments and applicable law, and shall be in effect immediately upon its adoption.

REVIEWED AND APPROVED THIS 26TH DAY OF OCTOBER, 2023.

**Bobby Howell, President
Board of Directors
Ark-Tex Council of Governments**

ATTEST:
