

The above and foregoing minutes for the month of December, 1990 were read and approved this 15th day of January, 1991.

Alford L. Flanagan
ALFORD L. FLANAGAN, COUNTY JUDGE

Mike Price
MIKE PRICE
COMMISSIONER PRECINCT #1

Mike Fields
MIKE FIELDS
COMMISSIONER PRECINCT #2

J. W. Terrell, Jr.
J. W. TERRELL, JR.
COMMISSIONER PRECINCT #3

Thomas E. Hockaday
THOMAS E. HOCKADAY
COMMISSIONER PRECINCT #4

Eugenia Roach
EUGENIA ROACH, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR DECEMBER, 1990 A.D.
RECORDED ON THE 15th DAY OF JANUARY, 1991 A.D.

EUGENIA ROACH
COUNTY CLERK, TITUS COUNTY, TEXAS

BY Joan Crowner
DEPUTY COUNTY CLERK

COMMISSIONERS' COURT

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Regular Session on Monday, January 14th, 1991 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN
MIKE PRICE
MIKE FIELDS
J. W. TERRELL, JR.
THOMAS E. HOCKADAY
EUGENIA ROACH

COUNTY JUDGE
COMMISSIONER PRECINCT 1
COMMISSIONER PRECINCT 2
COMMISSIONER PRECINCT 3
COMMISSIONER PRECINCT 4
COUNTY CLERK

ABSENT: NONE
and the following proceedings were had to wit:

IN THE MATTER OF
OPENING BIDS FOR TWO NEW
AUTOS FOR THE SHERIFF

Motion was made by Commissioner Mike Price and seconded by Commissioner Mike Fields to accept the low bid of Donnie Keck Ford, Inc. for \$13,844.00 for a car and \$15,828.00 for a pick-up truck. (One other bid was received from Sandlin Motors, Inc. for \$16,034.17 for a car and \$16,182.00 for a truck.) Motion carried unanimously.



DONNIE KECK FORD, Inc.

203 Ferguson Road P.O. Box 972
Telephone 572-3486
MT. PLEASANT, TEXAS 75455

JANUARY 10, 1991

TO: COUNTY AUDITOR'S OFFICE
MR. PAUL E. BOGGS

REGARDING: BIDS FOR TWO NEW AUTOS FOR THE SHERIFF'S DEPARTMENT.

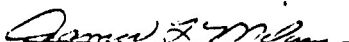
GENTLEMEN;

WE WOULD APPRECIATE YOUR CONSIDERATION ON THE TWO FOLLOWING BIDS.

BID SPECIFICATIONS - AUTO #1 1991 FORD TAURUS-L WITH POLICE PACKAGE \$ 13,844.00 EACH

4-DOOR SEDAN
BLACK & WHITE
FENDERS-HOOD-DECK (BLACK)
DOORS & TOP (WHITE)
ELECTRIC FUEL INJECTION
HEAVY DUTY RADIATOR
NOT LESS THAN 70 AMP ALTERNATOR
FRONT & REAR BUMPER GUARDS
2-SPEED WINDSHIELD WIPERS & WASHER INTERMITTENT
AM & FM RADIO
AIR CONDITIONER
POWER STEERING
POWER BRAKES
BELTED POLIC SPECIAL TIRES
2 OUTSIDE MIRRORS (RIGHT & LEFT)
TINTED WINDSHIELD
CLOCK
SEATS-HEAVY DUTY (VINYL)
RUBBER FLOOR MATS
REAR DOOR HANDLES INOPERATIVE
WIRED FOR OVERHEAD LIGHTS
DUAL EXHAUST
CRUISE CONTROL - TILT STEERING
SEATS - FRONT/SPLIT BENCH SEAT
CALIBRATE SPEED-O-METER
REAR WINDOW DEFROSTER
SPARE TIRE FULL SIZE

SINCERELY,


JAMES L. MILAM
GENERAL MANAGER



DONNIE KECK FORD, Inc.

203 Ferguson Road P.O. Box 972
Telephone 572-3486
MT. PLEASANT, TEXAS 75455

JANUARY 10, 1991

TO: COUNTY AUDITOR'S OFFICE
MR. PAUL E. BOGGS

PER YOUR BID SPECIFICATIONS - AUTO #2 1991 FORD F-250 PKUP. \$ 15,828.00 EACH
4-WHEEL DRIVE 3/4 TON

IN THE MATTER OF
OPENING BIDS FOR A COPIER
FOR THE SHERIFF

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to accept the low bid of A. C. systems for \$3,978.000 for a Mita DC 32-85 copier for the Sheriff's Department. (Other bids were: Ashley Office Systems - Mita 2285, \$4,269.00 and Mita 3285, \$4,890.00 and Mita 4585, \$5,574.00 and Savin 9250, \$5,400.00 and Savin 9350, \$5,750.00; Copy Products - Konica 3035, \$6,195.00 and Konica 2590, \$4,820.00.) Motion carried unanimously.

AC SYSTEMS



2189 Gilmer Rd.
Longview, Texas 75604
(214) 759-3583
FAX (214) 759-8604
1-800-777-9685

TITUS COUNTY SHERIFF
MT. PLEASANT, TEXAS

DATE: 12-12-90

Thank you for the opportunity to submit the following proposal on the Mita DC-3285 copying system.

The DC-3285 is a full featured, dry, plain paper, copier that produces 32 crisp, clear copies per minute. Some of the features of the DC-3285 are:

Three paper sources including;

1-250 Sheet Cassettes	6 Programmable Memories
1-500 Sheet Cassette	Auto Duplex Copying
Stack Bypass System	Book Copying
Automatic Size Detection	Automatic Magnification Ratio
Automatic Cassette Selection	Variable Zoom
Volume of 40,000 Copies/Month	Margin Shift

Options include: 20 bin sorter with built-in electric stapler and a 2,500 sheet paper cassette.

Pricing for the DC-3285 is as follows:

Your Cost

DC-3285 Copier
Reverse Auto Doc Feed
Stand

\$3,978.00

Sincerely,

RANDAL MARSHALL

IN THE MATTER OF
OPENING BIDS FOR CRUSHED IRON ORE

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price to accept the bid of Seaton Construction for crushed iron ore at a price of \$6.20 per cubic yard. Motion carried unanimously.

SEATON CONSTRUCTION
Rt 1 Box 1440
Cookville, Texas 75558

Bid submitted to : Titus County Commissioners Court

Purpose : To submit bid to supply Crushed Iron Ore to Titus County for highway and road maintenance for the period February 1, 1991 to February 1, 1992.

Specifications : The Crushed Iron Ore is to conform to the specifications of Titus County Commissioners (Maximum 1 inch). The yearly requirements are estimated to be approximately 5,790 yards of Crushed Iron Ore.

Bid Price : \$ 6.20 per cubic yard loaded by supplier on Titus County trucks/trailers at pit site.

C L Seaton 1-11-91
C L Seaton Date
dba Seaton Construction
Rt 1 Box 1440
Cookville, Texas 75558
(903) 572-3285

IN THE MATTER OF
OPENING BIDS FOR STEEL CULVERTS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields to accept the low bid of Texas Steel Culvert Co., Inc. (One other bid was received from Wilson Culverts, Inc.) Motion carried unanimously.



TITUS COUNTY

ANNUAL BID - CORRUGATED METAL PIPE

FEBRUARY 1, 1991 thru JANUARY 31, 1992

2.66" x 1/2" CORRUGATION

<u>DIAMETER</u>	<u>16 GAUGE</u>	<u>14 GAUGE</u>
12"	\$ 3.59	
15"	4.57	
18"	5.43	
24"	7.15	
30"	8.65	
36"	10.35	
48"	*14.50	\$ 16.50

*Starred item does not meet THD specification as to gauge.

All pipe delivered F.O.B. jobsite or County Barns. All deliveries within five (5) working days or less. Next day service in emergencies, if requested.

All pipe ends will be ground smooth and regalvanized with cold galvanizing compound. Recorrugated ends are available, if desired.

By: [Signature]

Date: January 9, 1991

IN THE MATTER OF
APPROVING DECEMBER 1990 MINUTES

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price approving the December 1990 minutes. Motion carried unanimously.

IN THE MATTER OF
APPROVING AUDIT OF OAKERSON,
ARNOLD, WALKER & COMPANY

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to accept the annual audit report of Oakerson, Arnold, Walker and Company. Motion carried unanimously.

IN THE MATTER OF
REVIEWING COURTHOUSE PLANS

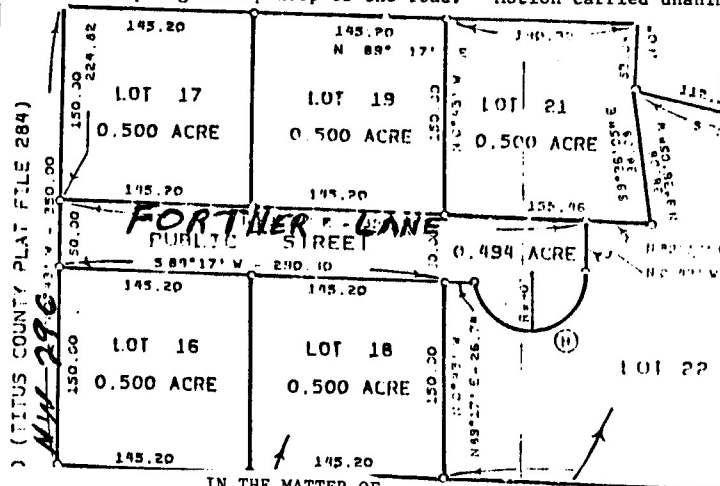
The Commissioners' Court reviewed the courthouse plans for re-modeling with the architect, Kent Harris. No action was taken.

IN THE MATTER OF
THE COUNTY ACCEPTING DEDICATION
OF FORTNER LANE IN PRECINCT 1

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday approving accepting the dedication of Fortner Lane in the Briarwood

Addition, Precinct 1, to be maintained by the developer one year at which time the court will consider accepting the up-keep of the road. Motion carried unanimously.

CHARITY K.



IN THE MATTER OF
PURCHASING TWO POLICE RADIOS
FOR SHERIFF'S NEW VEHICLES

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields approving the purchase of two police radios for the Sheriff's Department. Motion carried unanimously.

IN THE MATTER OF
RENEWING LEASE FOR PRECINCT 2
FOR MIXING FIELD WITH JOE BUFORD

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price approving the lease agreement for Precinct 2 for a mixing field with Joe Buford for the amount of \$500.00. Motion carried unanimously.

IN THE MATTER OF
APPROVING LEASE AGREEMENT FOR
MIXING FIELD IN PRECINCT 4

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price approving the lease agreement for Precinct 4 for a mixing field with the Ralph Harkrider Estate for \$1,000.00. Motion carried unanimously.

IN THE MATTER OF
INCREASE IN INSURANCE PREMIUMS FOR
FAMILIES WITH COUNTY HEALTH INSURANCE

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday approving an increase of \$18.00 in insurance premium for families with county health insurance to begin on the February payroll. Motion carried unanimously.

IN THE MATTER OF
AMENDING BUDGET TO ALLOW TREASURER
FULL - TIME WORKER IN FEBRUARY, 1991

Motion was made by Commissioner Mike Fields to allow the Treasurer a full time worker for four months in the year; one month after each quarter. Motion failed for lack of a second.

IN THE MATTER OF
PAYROLL DEDUCTION FOR
PERSONAL SAVINGS ACCOUNTS

No action taken.

IN THE MATTER OF
PAYING PRE-REGISTRATION FEES TO THE ANNUAL
COUNTY JUDGES AND COMMISSIONERS CONFERENCE

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday to pay the pre-registration fees for the commissioners and judge to the annual County Judges and Commissioners Conference for \$100.00 each. Motion carried unanimously.

IN THE MATTER OF
LEASE PERIOD FOR THE DEPARTMENT OF
HUMAN SERVICES ON THE FOURTH FLOOR

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to allow the lease period with The Department of Human Services to go to an eight year lease for the fourth floor. Motion carried unanimously.

This agreement is entered into by and between the State of Texas, acting by and through the State Purchasing and General Services Commission for the benefit of Texas Department of Human Services (hereinafter referred to as Department) and Titus County (hereinafter referred to as County), pursuant to the authority granted by Section 6.05 of Article 601B, of Vernon's Texas Civil Statutes.

I.

The County agrees to provide to the Department approximately 1,960 square feet situated in the Titus County Courthouse, Fourth Floor.

II.

1. The Department will renovate the space prior to occupancy using Department funds approved for that purpose.
2. The Department shall maintain the interior.
3. The Department shall provide and pay for janitorial services.
4. The County shall maintain all exterior surfaces, roof and structural components.

III.

This agreement is made upon the following express conditions and limitations:

1. The premises shall be used solely for the purpose of the administration and delivery of Department programs pursuant to state law.

IV.

The term of this agreement shall be for the period beginning January 1, 1991 and ending December 31, 1999 and upon proper notice of intention to exercise this option and by mutual agreement between the Department and County at that time, this space agreement may be renewed for a period of up to 8 years under the same terms and conditions. Department shall give County notice of intention to exercise this option at least 180 days prior to expiration of this space agreement.

V.

This space agreement is made and entered into in accordance with the provisions of Article 601B, Sections 6 and 7, and Article 8309g, Vernon's Texas Civil Statutes, and is made contingent upon the continuation of federally funded programs, or upon the availability of state funds appropriated by the Legislature.

VI.

This space will comply with the Uniform Federal Accessibility Standards for the Handicapped.

LESSOR:
Titus County
Alford L. Flanagan,
Titus County Judge

LESSEE:
The State of Texas
Acting by and through the
STATE PURCHASING AND GENERAL
SERVICES COMMISSION

Alford L. Flanagan
TITUS COUNTY JUDGE

BY: _____

IN THE MATTER OF
APPROVING CONTRACT WITH ARK-TEX
COUNCIL OF GOVERNMENTS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price approving the contract with The Ark-Tex Council of Governments. Motion carried unanimously.

**ARK-TEX COUNCIL OF GOVERNMENTS
CONTRACT FOR:**

Purchase of Juvenile Services

Contract No:	1	9	1	0	0	5	0	0
Modif. No:								

ATCOG	CONTRACTOR																		
Ark-Tex Council of Governments P.O. Box 5307 Texarkana, Texas 75505	Titus County, Texas Titus County Courthouse Mt. Pleasant, TX 75455																		
<p>PART I--PARTIES TO CONTRACT: This Contract is entered into, by and between the Ark-Tex Council of Governments, hereinafter called "ATCOG", and the <u>Titus County</u>, 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:</p> <p style="text-align: center;">Juvenile Justice and Delinquency Prevention Act (Public Law 98-473)</p>																			
<p>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:</p> <table border="1"> <thead> <tr> <th>ATTACHMENT</th><th>DESCRIPTION</th><th>PAGE</th></tr> </thead> <tbody> <tr> <td>A</td><td>Definitions</td><td>5</td></tr> <tr> <td>B</td><td>Scope of Services</td><td>9</td></tr> <tr> <td>C</td><td>Payment and Fiscal Management</td><td>13</td></tr> <tr> <td>D</td><td>Standard Provisions and Assurances</td><td>19</td></tr> <tr> <td>E</td><td>Exhibits</td><td>33</td></tr> </tbody> </table>		ATTACHMENT	DESCRIPTION	PAGE	A	Definitions	5	B	Scope of Services	9	C	Payment and Fiscal Management	13	D	Standard Provisions and Assurances	19	E	Exhibits	33
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<p>PART III--PAYMENT OBLIGATION: ATCOG agrees to pay Contractor compensation for the described services, a sum not to exceed \$ <u>4,709</u> .00 in accordance with the Budget, procedures and restrictions identified in Attachment C, Payment and Fiscal Management. This amount shall constitute full and complete payment for the services to be provided under this Contract.</p>																			
<p>PART IV--CONTRACT PERIOD OF PERFORMANCE: The period of performance under the provisions of this Contract shall begin on <u>January 1, 1991</u>, and terminate on <u>December 31, 1991</u>, unless prior to that date Contractor receives a properly executed modification to this Contract extending the above performance period.</p>																			
<p>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:</p> <table border="1"> <thead> <tr> <th>ATCOG</th><th>CONTRACTOR</th></tr> </thead> <tbody> <tr> <td>Signature</td><td>Signature <i>Alfred L. Hargan</i></td></tr> <tr> <td>Executive Director Ark-Tex Council of Governments</td><td>Title County Judge</td></tr> <tr> <td>Date</td><td>Date <u>1/7/91</u></td></tr> </tbody> </table>		ATCOG	CONTRACTOR	Signature	Signature <i>Alfred L. Hargan</i>	Executive Director Ark-Tex Council of Governments	Title County Judge	Date	Date <u>1/7/91</u>										
ATCOG	CONTRACTOR																		
Signature	Signature <i>Alfred L. Hargan</i>																		
Executive Director Ark-Tex Council of Governments	Title County Judge																		
Date	Date <u>1/7/91</u>																		

**ATTACHMENT A
DEFINITIONS**

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2.0 PAYMENT AND FISCAL MANAGEMENT DEFINITIONS	5

ATTACHMENT A
DEFINITIONS

SECTION 1.0 SCOPE OF SERVICES DEFINITIONS

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

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

SECTION 2.0 PAYMENT AND FISCAL MANAGEMENT DEFINITIONS

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

- 2.1.1. Cost Reimbursement Contract - A contract in which reimbursement occurs based on accrued expenditures or after costs are incurred, based on actual disbursement of funds, and may or may not be tied to performance.
- 2.1.2. Texas Criminal Justice Division Maximum Rate Schedule - A schedule developed by the Texas Governor's Office, Criminal Justice Division which defines the services which are eligible for reimbursement and the maximum rates of reimbursement for each service (Attachment E., Exhibit 4.0).

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SCOPE OF SERVICESTable of Contents

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ATTACHMENT B
SCOPE OF SERVICES

SECTION 1.0 CONTRACTOR PROVIDED PERFORMANCE AND SERVICES

1.1. Contractor shall utilize funds under this contract to purchase juvenile services eligible for reimbursement according to the Texas Criminal Justice Division Maximum Rate Schedule within Titus and Morris Counties (Attachment #., Exhibit 5.0).

- 1.1.1. Contractor shall submit quarterly compliance reports to ATCOG (Attachment E., Exhibit 3.0).
- 1.1.2. Contractor shall advertise availability of purchase of juvenile funds annually and solicit service providers through a competitive procurement process. The procurement process utilized shall be documented in contractor's files.
- 1.1.3. Contractor shall subcontract annually with qualified service providers who will perform services to be reimbursed through this contract.

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ATTACHMENT C PAYMENT AND FISCAL MANAGEMENT

SECTION 1.0 FUNDING AGENCIES

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

1.1.1. Texas Governor's Office, Criminal Justice Division

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

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

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

SECTION 2.0 TOTAL CONTRACT PAYMENT OBLIGATION

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

2.2. 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 deobligate 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 cost reimbursement basis.

SECTION 4.0 COST/ADMINISTRATIVE REQUIREMENTS AND ALLOWABLE COSTS

4.1. Except as otherwise authorized by this Contract, state and/or federal law or regulation, Contractor shall comply with the cost principles set forth in either OMB Circular No. A-87 or A-110, as applicable, and the uniform administrative requirements set forth in OMB Circular No. A-102, both as supplemented by the final rules promulgated by the Texas Office of

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Attachment C
Payment and Fiscal Management

Ark-Tex Council of Governments
(Cont.)

the Governor under the Uniform Grant and Contract Management Act of 1990, TEX. REV. CIV. STAT. art. 4413(32g), as well as all other applicable local, state and/or Federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT.

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

4.2.1. Purchase of Juvenile Services

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

SECTION 5.0 INTEGRITY OF FUNDS

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

SECTION 6.0 CONTRACTOR BUDGET

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

<u>Cost Categories</u>	<u>Contract Amount</u>	<u>Total</u>
Purchase of Juvenile Services	\$4,709.00	\$4,709.00
TOTAL BUDGET	\$4,709.00	\$4,709.00

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

SECTION 7.0 PROGRAM 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.

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Attachment C
Payment and Fiscal Management

Ark-Tex Council of Governments
(Cont.)

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

- 9.1.1. Purchase Voucher (Attachment E., Exhibit 1.0)
- 9.1.2. Service Providers request for payment (billing statement);
- 9.1.3. Certification of Juvenile Services Purchased form completed (Attachment E., Exhibit 2.0)

9.2. 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.

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ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

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STANDARD PROVISIONS AND ASSURANCES

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ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES

SECTION 1.0 MAINTENANCE OF EFFORT

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

SECTION 2.0 PERSONNEL

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

SECTION 3.0 AMENDMENTS

3.1. Any changes, modifications or amendments to this Contract, or renewal thereof, must be made with the prior written approval of ATCOG except as otherwise provided in this Contract. Such changes, modifications or amendments thereto, or renewal thereof, together with any approved amendment(s) as maintained on file by ATCOG, will be considered to be the controlling 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.

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*Attachment D
Standard Provisions and Assurances*

*Ark-Tex Council of Governments
(Cont.)*

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.

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SECTION 5.0 TRANSFER OF INTEREST

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

SECTION 6.0 AUDIT

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

- 6.1.1. Contractor shall have an audit made in accordance with the Single Audit Act of 1984, P.L. 98-502, and its implementing regulations OMB Circular No. A-128, "Audit Requirements for State and Local Governments", 50 Fed. Reg. 19114 (May 6, 1985), or OMB Circular A-133, "Audits of Institutions of Higher Learning and Other Non-Profit Institutions", 55 Fed. Reg. 10019 (March 16, 1990) as applicable, for any of its fiscal years in which Contractor receives more than \$100,000 in funds from ATCOG, state and/or federal agencies.
- 6.1.2. Contractor shall have an audit made in accordance with the Single Audit Act, and OMB Circular No. A-128 or OMB Circular A-133 as applicable, or in accordance with federal laws and regulations governing the program for any fiscal year in which Contractor receives between \$25,000 and \$100,000 in funds from ATCOG, state and/or federal agencies.
- 6.1.3. Contractor shall ensure that records are available for review by ATCOG in accordance with federal laws and regulations governing the program, for any fiscal year in which Contractor receives less than \$25,000 in funds from ATCOG, state and/or federal agencies.
- 6.1.4. Unless otherwise specifically authorized in this Contract, Contractor shall submit the report of such audit to ATCOG within Thirty (30) days of issuance, and no later than one hundred fifty (150) days after the end of its fiscal year. Audits performed under this Contract shall be subject to review and resolution by ATCOG or its authorized representative.
 - 6.1.4.1. Contractor shall provide a written response, including but not limited to the status of all findings of noncompliance and material weaknesses in internal controls either as part of or in conjunction with the audit report identified above.
- 6.1.5. Notwithstanding the above paragraphs, ATCOG reserves the right to conduct or cause to be conducted an independent compliance and financial audit of all funds received under this Contract which may be performed by ATCOG audit staff, a

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certified public accountant firm, or other auditors as designated by ATCOG. Such audit will be conducted in accordance with applicable professional standards and practices.

- 6.1.6. Contractor and/or auditors performing monitoring and/or audits of Contractor and/or its subcontractors shall immediately disclose and report to ATCOG any incidents of fraud, abuse or other criminal activity in relation to the provisions of this Contract.
- 6.1.7. ATCOG shall be responsible for coordinating the resolution of Contractor audit findings in accordance with ATCOG procedures for Contractor audit resolution.
- 6.1.8. Contractor understands and agrees that Contractor shall be liable to ATCOG for any costs disallowed as a result of audit.

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

SECTION 7.0 SUBCONTRACTS

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

- 7.1.1. Identification of the Subcontractor; and
- 7.1.2. The work or services to be contracted; and
- 7.1.3. Qualification of the Subcontractor; and
- 7.1.4. Subcontract document shall legally reference and contain all provisions of this primary document.

7.2. ATCOG is in no way liable to Contractor's subcontractors. 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

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Attachment D
Standard Provisions and Assurances

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(Cont.)

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 B, 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

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Attachment D
Standard Provisions and Assurances

Ark-Tex Council of Governments
(Cont.)

relating to this Contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location. Contractor shall permit and cooperate with any examination conducted pursuant to this Paragraph.

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

SECTION 10.0 CONTINGENT FEES

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

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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 ATCOG, and no member of its governing body, and no other public and/or appointed official of the State or locality or localities in which the Contract is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall:

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

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

SECTION 14.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

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

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

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

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 be 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.

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Attachment D
Standard Provisions and Assurances

Ark-Tex Council of Governments
(Cont.)

SECTION 17.0 CLEAN AIR AND WATER ACTS

17.1. Contractor shall comply and assure compliance by its subcontractors 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 subcontractors 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 payments 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.

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Attachment D
Standard Provisions and Assurances

Ark-Tex Council of Governments
(Cont.)

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

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- 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 \$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

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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.

DELIVERY DATE	DESCRIPTION OF ARTICLES OR SERVICES			AMOUNT

VENDOR CERTIFICATION OR AFFIDAVIT WHEN REQUIRED
BY LAW CERTIFICATION

I hereby certify that I am _____ do

(Title of person certifying)

I further certify that I am duly authorized to make this certification for and on
behalf of _____

(Name of payee company/claimant)

I further certify that the attached invoice is correct and that it corresponds
in every particular with the supplies and/or services contracted for. I further certify that the amount is true, correct, and
paid.

(Signature)

AFFIDAVIT

Subscribed and sworn to before me this _____ day of _____ 19__

Notary Public _____

County _____ State _____

COG-99

Certification—

I certify that the above services were rendered, or goods received;
and that they correspond in every particular with the contract under
which they were procured and that the invoice is true and unpaid.

Name _____

Title _____

Name _____

Title _____

Date Approved for Payment _____ 19__

DETAIL ACCOUNT NO: _____

BANK ACCOUNT NO: _____

CHECK NO: _____

DATE: _____

AMOUNT: _____

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ATTACHMENT E

EXHIBIT 2.0

CERTIFICATION OF SERVICES PURCHASED

COUNTY OF _____

I hereby certify that the County of _____ purchased
the services indicated on the attached itemized statement, and requests
reimbursement from the Ark-Tex Council of Governments via Texas Criminal
Justice Division grant JA-90-C03-4118. I further certify that the services
were purchased according to the rules and regulations specified in the
Texas Criminal Justice Division Maximum Rate Schedule.

County Official, Signature _____

County Official, Title _____

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ATTACHMENT E

EXHIBIT 3.0

The attached report should be submitted to ATCOG quarterly as follows:

January - March, 1991

Due by April 10, 1991

April - June, 1991

Due by July 10, 1991

July - September, 1991

Due by October 10, 1991

October - December, 1991

Due by January 10, 1992

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ATTACHMENT E
EXHIBIT 3.0
PURCHASE OF JUVENILE SERVICES
QUARTERLY REPORT

COUNTY OF _____
(List All Counties Reported)

REPORTING PERIOD

1st Quarter
January - March, 1991 _____
2nd Quarter
April - June, 1991 _____
3rd Quarter
July - September, 1991 _____
4th Quarter
October - December, 1991 _____

COMPLIANCE WITH JUVENILE JUSTICE ACT INDICATORS

1)	Number <u>accused</u> runaways/truants detained longer than <u>24 hours</u> excluding weekends, holidays, and court order violations.				
		<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>
		_____	_____	_____	_____
2)	Number <u>adjudicated</u> runaways and truants detained.				
		<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>
		_____	_____	_____	_____
3)	Number of runaways/truants detained for violation of valid court order.				
		<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>
		_____	_____	_____	_____
4)	Number of juveniles detained in adult jails longer than six hours.				
		<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>
		_____	_____	_____	_____
5)	Number of runaways/truants detained in adult jails.				
		<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>
		_____	_____	_____	_____

Please submit each quarter by the following dates:

1st Quarter - April 10, 1991
2nd Quarter - July 10, 1991
3rd Quarter - October 10, 1991
4th Quarter - January 10, 1992

RETURN REPORT TO:
Janell Browning
ATCOG
P.O. Box 5307
Texarkana, TX 75505

SUBMITTED BY:

DATE OF SUBMISSION:

Name and Title _____

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ATTACHMENT E

EXHIBIT 4.0

MAXIMUM RATE SCHEDULE

The following Maximum Rate Schedule is provided by the Texas Criminal Justice Division and establishes the maximum charges for each juvenile service that is eligible for reimbursement under this contract. This schedule should be utilized in developing all subcontracts with service providers, and in requesting reimbursement from ATCOG.

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ATTACHMENT E
EXHIBIT 4.0GOVERNOR'S OFFICE, CRIMINAL JUSTICE DIVISION
MAXIMUM RATE SCHEDULE
Revised July 1990A. MAXIMUM ALLOWABLE RATES FOR PURCHASE OF NONRESIDENTIAL SERVICES FOR JUVENILESPsychiatryMaximum Fee
In Dollars

1. Psychiatric diagnostic interview or examination including history, mental status, and recommended disposition. Communications with family, school, or referral source are included in the Maximum Fee indicated. Must be performed directly by a licensed psychiatrist. 80.
2. Individual medical psychotherapy, per hour, Must be performed directly by a licensed psychiatrist. 70.
3. Group medical psychotherapy per hour per person (maximum eight persons per group, 1-1/2 hours per person per session). 30.

Psychological Evaluations and Counseling Services

1. Full battery psychological evaluation which includes the following:
Diagnostic Interview and History
Individual Intelligence Test
Organicity-Perceptual Test
Wide Range Achievement Test
Projective and Objective Test
Vocational Test or
Aptitude Test
Review and evaluation with Written Narrative Report. 175.
2. Individual or family psychological counseling - per counseling hour. Must be performed directly by a licensed psychologist or other licensed counselor. Administrative expenses and communications with family, school, or referral source are considered part of the cost per counseling hour and may not be billed as a separate and additional cost. In counties where licensed professionals are not available, the Project Director may contract with an experienced professional who meets qualification standards set by the juvenile board. 60.

SC #10, FY '91
Revised July 1990

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Maximum Fee
In Dollars

3. Group psychological counseling - per counseling hour per person. (Maximum of 8 persons in group, 1-1/2 hours per session.) Must be performed directly by a licensed psychologist or other licensed counselor. Administrative expenses and communication with family, school, or referral source are considered part of the cost per counseling hour and may not be billed as a separate and additional cost. 25.

4. Individual or family chemical dependency counseling -- per counseling hour. Must be performed directly by a Certified Alcoholism and Drug Abuse Counselor (CADAC). Administrative expenses and communications with family, school, or referral source are considered part of the cost per counseling hour and may not be billed as a separate and additional cost. Grant funds may not be used to supplant other funds for which juveniles may be eligible, such as services funded through the Texas Commission on Alcohol and Drug Abuse. 45.
5. Group chemical dependency counseling - per counseling hour per person. (Maximum of eight persons in group, 1-1/2 hours per session.) Must be performed directly by a Certified Alcoholism and Drug Abuse Counselor (CADAC). Administrative expenses and communications with family, school, or referral source are considered part of the cost per counseling hour and may not be billed as a separate and additional cost. Grant funds may not be used to supplant other funds for which juveniles may be eligible, such as services funded through the Texas Commission on Alcohol and Drug Abuse. 15.
6. Parenting education, such as parent effectiveness training or other recognized course of instruction, to strengthen and maintain the family unit of juveniles eligible under this program, as a means of preventing or controlling alleged delinquent behavior or alleged conduct indicating a need for supervision. To be provided by a licensed psychologist, licensed counselor, or other qualified professional trainer approved by the local juvenile board. Maximum allowable cost is \$10 per hour per person, with a maximum of 10 persons per class. Cost includes all materials and instruction. 10.

Medical Services

1. General physical examination and report by form or narrative; including routine lab and x-ray required for residential placement. 75.

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Maximum Fee
In Dollars

2. Emergency office calls and necessary medical treatment while juvenile is in court-ordered residential placement. Actual Cost
3. Prescribed medication while in court-ordered residential placement. Actual Cost

Dental Services

1. Dental examination required for residential placement (charting history, oral visual examination, radiographs, and completion of forms). 50.
2. Emergency office calls and treatment which is medically necessary and is provided while juvenile is in court-ordered placement. Actual Cost
3. Prescribed medication while in court-ordered residential placement. Actual Cost

Clothing

- Up to \$100 for a one-time purchase of clothing for juveniles being removed from detention and placed out of own home. Actual Cost

Transportation

For return of runaways to their homes. Grant funds may not be used when funds from other sources are available; e.g., from parents, Interstate Compact on Juveniles, or other sources.

Actual Cost

B. MAXIMUM ALLOWABLE RATES FOR PURCHASE OF RESIDENTIAL SERVICES FOR JUVENILES

1. Grant funds may be used to reimburse eligible service providers for the following levels of residential care:

Level I.

Primary 24-hour care and supervision for juveniles aged 10-17 years old; placed by a juvenile court; in a licensed or certified foster family home, foster group home, or a basic child care institution; when the primary reason for placement is a family or home condition rather than the juvenile's behavior (for example, when a juvenile runs away from an abusive family or home condition). Juveniles at this level of care typically need an environment that provides maintenance and ensures emotional and physical well-being in a family-oriented setting.

17. day

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Maximum Fee
In Dollars

Level II.

Specialized 24-hour care and supervision for juveniles aged 10-17 years old; placed by a juvenile court; in a licensed or certified therapeutic foster family home, foster group home, or basic child care institution; when the primary reason for placement is a need for basic care plus intensive individual attention and supervision due to a physical, mental, or behavioral problem (for example, aggressive conduct, truancy, runaway, failure in prior placements, or other behavior which requires the service provider to teach behavior management skills, and self-help skills, and to give intensive individual attention to the juvenile). Juveniles at this level of care need consistency, reassurance, regular parenting, and development of normalized social skills.

Actual Cost
Up to 42. day

Level III.

Intermediate 24-hour care and supervision for juveniles aged 10-17 years old; placed by a juvenile court; in a licensed or certified therapeutic foster family home; therapeutic foster group home; basic child care facility; residential treatment center; wilderness camp; half-way house, or habilitative foster family/foster group home; when the primary reason for placement is a need for basic care plus structure, educational support, a higher level of supervision, and the development of normalized social skills.

Actual Cost
Up to 59. day

Level IV.

Therapeutic 24-hour care and supervision for juveniles aged 10-17 years old; placed by a juvenile court; in a licensed residential treatment center or in a therapeutic or wilderness camp when the primary reason for placement is a severe emotional or behavioral problem resulting in the juvenile's inability to function in the home, school, or community (for example, physical attacks upon persons or suicide attempts). Juveniles at this level of care have physical, mental, and emotional needs and behaviors that

may present a low to moderate risk of causing harm to themselves or others. They require physical environments and treatment programs in

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which most activities are therapeutically designed to improve social, emotional, and educational adaptive behavior. The juveniles may require psychological or psychiatric services which are integrated into the residential program to assess and monitor admission, discharge, and treatment plans.

Actual Cost
Up to 87. day

Level V.

Intensive 24-hour care and supervision for juveniles aged 10-17 years old; placed by a juvenile court; in a licensed basic child care facility, a therapeutic camp, a residential treatment center or a substance abuse treatment facility certified by the Texas Commission on Alcohol and Drug Abuse; when the primary reason for placement is a need for treatment of severe emotional or behavior disorders or conditions that require a highly structured program to improve functioning or maintenance. Such juveniles may present a moderate to severe risk of causing harm to themselves or others.

Actual Cost
Up to 108. day

Level VI.

Inpatient-Psychiatric 24-hour care and supervision for juveniles aged 10-17 years old; placed by a juvenile court; in an inpatient psychiatric hospital accredited by JCAH and licensed by TDCMR as an in-patient psychiatric facility; when the primary reason for placement is a need for treatment of an acute or chronic emotional or behavioral disorder or condition that requires a highly structured program with 24-hour supervision to improve functioning or maintenance. Such juveniles may present a severe to critical risk of causing harm to themselves or others.

Actual Cost
Up to 153. day

Level VII. Emergency Shelter 24-hour care and supervision for juveniles aged 10-17 years old; placed by a juvenile court or authorized officer of the court; in a licensed emergency shelter, when the primary reason for placement is an emergency (for example, when an emergency shelter is needed as an alternative to secure detention).

Actual Cost
Up to 87. day

2. NOTE: Rates and services for each level of care are those recommended by The Texas Health and Human Services Coordinating Council. Costs included in the daily rates are dietary, facility, routine daily services, administration, transportation, and therapy in all levels except primary care. Costs not included are medical, educational,

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dental, extraordinary transportation costs, or therapeutic needs of an individual child which exceed the services for each particular level of care defined in this Rate Schedule and by the Texas Health and Human Services Coordinating Council. The service contract may provide for these additional services, if the need for and delivery of such services is documented fully. Additional payment may not exceed the actual cost of additional services and may not exceed maximum rates set forth in this Rate Schedule.

Grant funds may not be used to supplant or duplicate other available funds for residential placement, such funds budgeted for this purpose by the grantees, the Texas Juvenile Probation Commission, or provided through parental contributions. Use of grant funds for residential placement shall not exceed 120 days; exceptions must be reviewed and approved by the Juvenile Court. Documentation of court review and approval must be maintained in the project files.

Grantees shall use the Texas Common Application for Placement of Children in Residential Facilities. A copy of each Common Application shall be maintained in the project files, and a copy shall be sent to the Texas Juvenile Probation Commission.

C. MAXIMUM ALLOWABLE RATE FOR PURCHASE OF JUVENILE DETENTION

1. A county may contract with another county for juvenile detention in a separate certified juvenile facility not located within an adult jail.

Maximum Fee
In Dollars

The maximum allowable daily rate is \$84/day, based on actual documented cost. The juvenile detention facility must be inspected and certified by the juvenile judge or juvenile board and must meet standards as required by Title 3 of the Texas Family Code.

Actual Cost
Up to 87. day

D. MAXIMUM ALLOWABLE RATE FOR VOCATIONAL TRAINING AND EDUCATIONAL SERVICES FOR ADJUDICATED JUVENILE OFFENDERS

1. Grant funds may be used to contract for certified vocational training courses and for academic courses such as remedial education, special education for learning disabilities, and G.E.D. preparation for adjudicated juvenile offenders. Eligible costs for reimbursement under contract include tuition, instructional materials, tools, uniforms, and other expenses necessary for completion of the course of study and subsequent job placement. Grant funds may not be used to supplant other

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funds for which juveniles may be eligible. Costs which exceed \$500 per student must be reviewed and approved by CJD.

Actual Cost
Up to 500.

E. MAXIMUM ALLOWABLE RATE FOR DAY TREATMENT, SUPERVISION, AND TRACKING PROGRAMS

Service providers must deliver all of the following supervision and services to each eligible juvenile:

- (a) supervision and tracking, with at least one daily contact seven days a week;
- (b) restitution, including assistance in arranging employment or community service;
- (c) individual or group counseling, with at least five contact hours per week;
- (d) educational services, including daily contact with the school to verify attendance, locating and returning truants to school, and arranging tutoring;
- (e) job training or placement assistance;
- (f) transportation, if needed, to and from appointments required as a condition of participating in the program, such as appointments for court-ordered drug-screening tests;
- (g) family involvement, with at least weekly contact between all immediate family members and the contractor's staff;

- (h) prevention services including recreation, with at least two hours per week of supervised activity to improve skills in using leisure time, interacting with others according to accepted rules, and learning appropriate ways to display aggressive behavior; and
- (i) 24-hour crisis intervention, to assist in resolving critical problems.

The maximum daily rate of reimbursement for each participating juvenile is \$30, based upon actual documented cost.

Up to 30. day

Purchase of other services not listed in this rate schedule must be approved in advance by CJD in writing. Attorney fees are not eligible for reimbursement.

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ATTACHMENT E

EXHIBIT 5.0

COOPERATIVE AGREEMENT BETWEEN

TITUS AND MORRIS

COUNTIES

The Counties of Titus and Morris agree to allow the Purchase of Juvenile Services funds allocated to the counties by the Ark-Tex Council of Governments, Texas Criminal Justice Division grant JA-90-C03-4118, to be contracted with and administered by Titus County. The Counties agree to allow Titus County to utilize the funds on behalf of Titus and Morris Counties for reimbursement of juvenile services purchased in accordance with the Texas Criminal Justice Division Maximum Rate Schedule.

Alford L. Flanagan
County Judge, Titus County

Date: 1/7/91

County Judge, Morris County

Date: _____

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EXECUTIVE SESSION

The Court went into Executive Session to consider personnel matters.

IN THE MATTER OF APPROVING SALARY GRIEVANCE COMMITTEE

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday approving the Salary Grievance Committee as drawn by the County Judge from the 1990 Grand Jury List: Harvey J. Sass, Deborah Robinson, Hardy A. Teyser, Catherine Wood Lutes, Jack Harvey, Kay Norris Blundell, Syble Goates, Bess J. Farmer and Leonard Rockwell. Motion carried unanimously.

IN THE MATTER OF APPROVING BONDS OF NEWLY ELECTED OFFICIALS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price approving bonds of the newly elected officials: County Judge - Alford L. Flanagan; District Clerk - Bobby LaPrade; County Clerk - Eugenia Roach; County Treasurer - Cynthia Agan; Justice of the Peace, Precinct 1 - Eva Rae Laing,

Justice of the Peace, Precinct 2 - Gene Alexander; Commissioner Precinct 2 - Mike Fields; Commissioner Precinct 4 - Thomas E. Hockaday. Motion carried unanimously.

IN THE MATTER OF
GOING OUT FOR BIDS ON CONCRETE FOR TEXAS
DEPARTMENT OF HUMAN SERVICES PARKING LOT

No action taken.

IN THE MATTER OF
APPROVING REPORTS OF OFFICIALS

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. approving reports of county officials. Motion carried unanimously.

IN THE MATTER OF
SIGNING PAY ORDERS AND APPROVING BILLS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by County Judge Alford L. Flanagan approving signing pay orders and paying bills. Motion carried unanimously.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price to adjourn. Motion carried unanimously.

COMMISSIONERS' COURT
SPECIAL MEETING
JANUARY 28, 1991

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Special Session on Monday, January 28th, 1991 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN
MIKE FIELDS
J. W. TERRELL, JR.
THOMAS E. HOCKADAY
EUGENIA ROACH

COUNTY JUDGE
COMMISSIONER PRECINCT 2
COMMISSIONER PRECINCT 3
COMMISSIONER PRECINCT 4
COUNTY CLERK

ABSENT: Commissioner Precinct 1, Mike Price
and the following proceedings were had to wit:

IN THE MATTER OF
PAUPER'S FUNERAL EXPENSES

Motion was made by Commissioner Mike Fields and seconded by Thomas E. Hockaday approving increasing the funeral expenses paid to funeral homes for pauper's funerals \$850.00 to \$950.00. Motion carried unanimously.

IN THE MATTER OF
APPOINTING TITUS COUNTY HISTORICAL
COMMISSION FOR 1991 - 92

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday approving and appointing the following persons to The Titus County Historical Commission for 1991 - 92 : Claude Alexander, Jr., Chairman; Eugenia Roach, Billy Joe Lindsey, Janet Russell, Ona Edwards, Maggie Cox, Joe Bailey Edwards, Kathy Cobb, Judy Morris, Janet Fry, Winnie Cochran, Debby Handlin, Weempe Cochran, Ardelia Gauntt, Frank McCook, Dorothy Sivess, Gwen McCook, Mary Nell Taliaferro, Darla Cargile, Jim Patterson and Lynn Patterson. Motion carried unanimously.

IN THE MATTER OF
APPROVING RESOLUTION
FOR 1991 TAX YEAR

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday approving the Resolution for the 1991 Tax Year on discounts, exemptions and Delinquent Tax Attorneys' fees. Motion carried unanimously.