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November 2, 2023

Honorable Kent Cooper
100 W. First St, Suite 200
Mt. Pleasant, Tx 75455

Judge Cooper,

Congratulations! Titus County's request for Diamond C. Gigafactory CR 2200 Expansion Project will be awarded \$297,000 by the NET RMA Member Outreach Committee.

If you recall from correspondence earlier this year, NET RMA was actively pursuing transportation and infrastructure projects from our member counties. We received many submissions, and all were worthy of consideration.

We are proud that the winning submission will exemplify the mission of the NET RMA in our region, by implementing transportation solutions that will enhance the quality of life and the economic environment in our area. We look forward to seeing the impact these projects will have for the residents and businesses of East Texas.

The NET RMA may contact you to have a ceremonial award presentation upon the communication of the grant award. Additionally, the agency may request to have signage on the project throughout construction, and several months after project completion, location pending.

The Priority Project Grant is a reimbursement program. In order to receive your grant monies, the NET RMA requests the following:

- The County will send the NET RMA project updates every six months. The update should also specifically include an estimated completion date. These can be sent to Colleen Colby (colleen.colby@netrma.org).
- At the completion of the project, the County will present to the board. The presentation should be five minutes at one of the agency's regularly scheduled board meetings. It should include detailed facts about the grant, what the funds were utilized for, and how the project impacted the community. If slides are utilized, the presentation must be submitted to NET RMA one week prior to the scheduled presentation date. The board meeting schedule is listed on the NET RMA website: <https://www.netrma.org/assets/2022-2023-Meeting-Calendar-8-1.pdf>
- The County pays for all initial funding and provides receipts to NET RMA for reimbursement after project completion. Requests for reimbursement are submitted to Colleen Colby (colleen.colby@netrma.org).



Enclosed with this letter is the NET RMA 2023 Interlocal Agreement (ILA) for this project. Please execute your portion of the agreement.

Thank you for doing your part to help us meet our strategic plan goals to advance infrastructure projects in East Texas. Your partnership with us makes us both stronger.

Best Wishes,

A handwritten signature in cursive script that reads "Glenn H. Green".

Glenn H. Green, P.E.
Executive Director, NET RMA

PRIORITY PROJECT GRANT FUNDING AGREEMENT

This Agreement is made by and between the North East Texas Regional Mobility Authority (“NET RMA”) and Titus County, Texas (“County”), each a political subdivision of the State of Texas, for the purpose of providing grant funding in connection with the expansion of County Road 2200.

RECITALS

The parties acknowledge the following:

A. The NET RMA is a regional mobility authority operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE § 26.01 *et seq.* (the “RMA Rules”).

B. The NET RMA’s goals include improving mobility within the North East Texas region. To further that goal, the NET RMA developed a Priority Project Program (the “Program”) to solicit input from member county officials to identify priority transportation projects in the jurisdiction of the NET RMA.

C. Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity.

D. On October 17, 2023, in Resolution No. 23-22, the Board of Directors approved the selection of a transportation project involving the expansion of County Road 2200 (the “Project”), submitted by the County, as the recipient of \$297,000 in grant funds (the “2023 Program Grant Funds”) and authorized the Executive Director of the NET RMA or his designee to execute all necessary documents to make the 2023 Program Grant Funds available to the County for the development of the Project on a reimbursement basis.

F. On [____], 2023, the Commissioners Court of Titus County accepted the award of the 2023 Program Grant Funds and authorized the County Judge to enter into a Priority Project Grant Funding Agreement with the NET RMA.

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. The NET RMA will provide the 2023 Program Grant Funds to the County, on a cost-reimbursement basis, to be used solely for costs related to development of the Project, including without limitation engineering services, plans, specifications, surveys, right-of-way acquisition, utility relocation, construction, and coordination with other governmental entities.

2. The County shall provide written notification to the NET RMA upon completing the Project affirming the Project's completion (the "Notice of Completion").

3. Funds to be made available pursuant to this Agreement shall be disbursed within thirty (30) days of receipt and formal acceptance by the NET RMA of (1) the Notice of Completion and (2) a request from the County, which request shall comply with the invoice requirements prescribed in Attachment "A" to this Agreement, and which shall also include the following:

- A. the amount requested;
- B. a description of the use of the funds requested;
- C. copies of invoices, fee statements, or other documentation showing the use of the funds requested; and
- D. certification from the County confirming that the funds requested have been expended and for the purposes permitted under this agreement.

The NET RMA shall deny all or part of a request for reimbursement of funds used for purposes not authorized by this Agreement or due to a lack of adequate documentation. The County may submit additional information to clarify the use of the funds requested or to provide any missing documentation.

4. The County may, but is not obligated to, request pre-approval of costs to be incurred in connection with the Project and which are to be paid with funds provided under this Agreement, provided the amount of such costs, as determined by the NET RMA, are reasonable and consistent with prior invoiced amounts and industry standards.

5. The County will maintain transaction level expenditure information relating to expenditures reimbursed with funds provided under this Agreement, and as part of the documentation required under Section 3 above, shall provide a written report detailing the specific expenditures reimbursed with the granted funds. Costs paid or reimbursed by the County using funds provided under this Agreement shall be paid or reimbursed in accordance with applicable policies of the County and other applicable laws.

6. To the extent funds disbursed hereunder are utilized, consistent with the authorized purposes under this Agreement, to procure tangible work product, the NET RMA shall have the right to review such work product as a condition to making a requested disbursement.

7. Amounts disbursed to, or on behalf of, the County pursuant to this Agreement are grant funds and shall not be subject to repayment to the NET RMA unless determined to be used for purposes not permitted by this Agreement.

8. The County will comply with applicable laws in the performance of its work on the Project.

9. The County will maintain its books and records relating to the Project, the grant funding provided under the Agreement, and costs paid or reimbursed using funds provided under the Agreement in accordance with applicable policies of the County. The NET RMA shall be entitled to examine the County's books and records relating to the Project upon request.

10. If either party defaults in the performance of any obligation described in this Agreement, the other party may exercise any rights and remedies granted by law or this Agreement.

11. The parties acknowledge and agree that the County must comply with all environmental permits, issues and commitments necessary for development and ultimate operation of the Project.

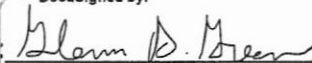
12. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When requested, the County shall furnish the NET RMA with satisfactory proof of this compliance. The County shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

13. This Agreement shall be effective from the date indicated below until October 17, 2025. Pursuant to NET RMA Board of Directors Resolution 20-31, dated November 10, 2020, upon expiration of this Agreement, the Executive Director may approve no more than two one (1) year extensions to the term. Any subsequent extension requests from the County will be subject to approval by the Board of Directors. Any funds not expended upon expiration of this Agreement will not be available to the County.

14. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

This Agreement shall be effective as of the 17th day of October, 2023.

**NORTH EAST TEXAS REGIONAL MOBILITY
AUTHORITY**

DocuSigned by:
By: 
D7FC4DBA48F340E
Glenn Green, Executive Director

TITUS COUNTY, TEXAS

By: _____
Kent Cooper, County Judge

Attachment A to Priority Project Grant Funding Agreement

Invoice Reimbursement Checklist

Direct Labor/ Timesheets: The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hour and/or cost, and office/company location.

Transportation Costs and Reimbursable Limits: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Airline Costs: The NET RMA will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance and luggage costs are unallowable. Airline ticket “reissue fee” is reimbursable only if the change was at the NET RMA’s request or change in meeting because of the NET RMA.

Personal Automobile Mileage: Up to the state approved rate of **50 cents** per mile or the current state rate applicable at the time cost is incurred. Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Automobile Rentals: Not to exceed **\$50.00 per day** plus applicable taxes. Extra optional insurance or rental company gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Upgrades beyond economy-sized require an explanation. Use of automobile rental not related to the project is unallowable.

Hotel Rates: Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed **\$85.00 per day** plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

Meals (Food Costs): Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of **\$36.00 per day** or current state rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: Breakfast \$8.00, Lunch \$10.00 and Dinner \$18.00 and are adjusted proportionately to a change in the current state rate.*

Other - Taxi, Bus, Limousine, Subway, etc.: Only reasonable and prudent costs (with explanations) are reimbursable. *Tips are not reimbursable.*

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

Communication Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the NET RMA. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Receipts: Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). 9. Communication Costs. *Tips and alcohol are not reimbursable.*