

**THE NEXT CBCOG MEMBERSHIP MEETING WILL BE
HELD AT 2:00 PM ON JANUARY 28, 2022**

PLEASE NOTE:

FOR THIS MEETING, THE FOLLOING AGENDA IS BEING
SENT VIA U.S. MAIL TO CBCOG REPRESENTATIVES AND
OTHER APPROPRIATE REPRESENTATIVES. THE MEETING
WILL BE HELD IN THE CONFERENCE ROOM AT 2910
LEOPARD STREET IN CORPUS CHRISTI, ON JANUARY 28,
2022 AT 2 P.M.

THE AGENDA AND ZOOM LINK IS POSTED ON OUR WEBSITE.

WWW.COASTALBENDCOG.ORG

MEETING NOTICE AND AGENDA

COASTAL BEND COUNCIL OF GOVERNMENTS

January 28, 2022
2:00 PM
CBCOG OFFICE
Conference Room
Corpus Christi, Texas

-
1. Call to Order/Roll Call
 2. Approval of Minutes of the December 10, 2021 Meeting
 3. Treasurer's Report
 4. Items Requiring Action by Council of Governments
 - A. CHAIRMAN'S REPORT
 - B. COUNCIL ON AGING REPORT
 - C. NOMINATING COMMITTEE REPORT
 5. Announcements and Non-Action Items
 6. Adjourn
-

*****PLEASE HAVE THIS PACKET FOR THE MEETING*****

MEMORANDUM

TO: Members of the Coastal Bend Council of Governments

FROM: Mayor Patrick Rios, Chairman

DATE: January 21, 2022

SUBJECT: Supporting Material for the January 28, 2022 CBCOG Meeting

A. CHAIRMAN'S REPORT

1. Confirmation of Committee Appointments (Attachment A-1)
2. Authorization of check signers on CBCOG accounts at American Bank (Attachment (A-2))

B. COUNCIL ON AGING REPORT

1. RESOLUTION NO. 4000

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE NEW CONTRACTOR AGREEMENTS FOR FY2022 -2023 WITH 4 NUTRITION PROVIDERS THAT WILL CONTINUE AS PART OF THE AREA AGENCY ON AGING'S CONTRACTOR PURCHASE POOL FOR THE PROVISION OF CONGREGATE, HOME DELIVERED MEALS AND NUTRITION CONSULTATION SERVICES FOR TARGETED ELDERLY PERSONS IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING OCTOBER 1, 2021 FOR A TOTAL OF \$3,097,358.

(Attachment B-1)

2. RESOLUTION NO. 4001

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE NEW CONTRACT AGREEMENTS FOR FY2022-2023 WITH 21 SUPPORTIVE SERVICE VENDORS THAT WILL CONTINUE AS PART OF THE AREA AGENCY ON AGING'S VENDOR PURCHASE POOL FOR THE PROVISION OF VARIOUS SUPPORTIVE SERVICES FOR TARGETED ELDERLY PERSONS IN THE ELEVEN-COUNTY COASTAL BEND AREA BEGINNING OCTOBER 1, 2021. (Attachment B-2)

3. RESOLUTION NO. 4002

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A NEW CONTRACTOR AGREEMENT FOR FY2022-2023 WITH FEONIZ MOBILITY RISING FOR ON DEMAND TRANSPORTATION SERVICES THAT WILL CONTINU AS PART OF THE AREA AGENCY ON AGING'S CONTRACTOR PURCHASE POOL FOR THE PROVISION OF TRANSPORTATION SERVICES FOR TAERGETED ELDERLY PERSONS AND PERSONS WITH DIASBILITIESV OF ANY AGE IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING OCTOBER 1, 2021. (Attachment B-3)

C. NOMINATING COMMITTEE REPORT

Nomination of CBCOG Officers and Executive Board for 2022
(Attachment C)

(ATTACHMENT A-1)

MEMORANDUM

TO: Members of the Coastal Bend Council of Governments
FROM: Mayor Patrick Rios, Chairman
DATE: January 21, 2022
SUBJECT: Confirmation of Committee Appointments

TO THE COUNCIL ON AGING: Mr. Merced Pena, C.E.O. of Phoenix & Coral Construction
Company

MEMORANDUM

TO: Members of the Coastal Bend Council of Governments

FROM: Mayor Patrick Rios, Chairman

DATE: January 28, 2022

SUBJECT: Authorized Check Signers to the Council's Public Fund
Checking Accounts at American Bank

The Coastal Bend Council of Governments' proposed authorized check signers beginning February 1, 2022:

John Buckner, Executive Director

Ms. Tammy Embrey, Nueces County

Ms. Nina Trevino, San Patricio County

Mayor JoAnn Ehmann, San Patricio County

COASTAL BEND COUNCIL OF GOVERNMENTS

(ATTACHMENT B-1)

RESOLUTION NO. 4000

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE NEW CONTRACTOR AGREEMENTS FOR FY2022 -2023 WITH 4 NUTRITION PROVIDERS THAT WILL CONTINUE AS PART OF THE AREA AGENCY ON AGING'S CONTRACTOR PURCHASE POOL FOR THE PROVISION OF CONGREGATE, HOME DELIVERED MEALS AND NUTRITION CONSULTATION SERVICES FOR TARGETED ELDERLY PERSONS IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING OCTOBER 1, 2021 FOR A TOTAL OF \$3,097,358.

WHEREAS, the strategies relating to the provision of nutrition services, and nutrition for congregate and home delivered meals and other supportive services (totaling approximately \$407,845 of Title III C1, Title III C2 \$913,189, NSIP \$321,075, State General Revenue \$62,570, Disaster Flex Title III-B \$352,222, Disaster Flex Title III C2 \$ \$192,327, Disaster Flex Title III-E \$77,097, SGR HDM Rate Increase \$34,879, American Rescue Plan Title III-C1 \$ 177,466, American Rescue Plan Title III-C2 \$333,281, PY Title III-C2 \$11,160, PY Consolidated Appropriations Title III-C2 \$214,247 total \$3,097,358), through a contractor agreement for FY 2022-2023 are part of the approved Area Agency on Aging's Area Plan for Fiscal Years 2022 - 2023; and

WHEREAS, the Area Agency on Aging solicited new contractor agreements for membership in a vendor's purchase pool with contracts ending in FY 2023 for the purpose of purchasing congregate meals, home delivered meals, and nutrition consultation for targeted elderly persons in an eleven-county area; and

WHEREAS, these agreements enable the Area Agency on Aging to purchase needed services on a client-by-client basis, including congregate meals, home delivered meals, and nutrition consultation services as outlined in the attached Contractor Agreement Pool Summary; and

WHEREAS, on December 13, 2021 the Advisory Council on Aging reviewed the vendor contracts as described in the attached Purchase Pool Agreements Summary and recommends approval by the Coastal Bend Council of Governments.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments concurs in the recommendation of its Advisory Council on Aging that authorizes its Executive Director to sign contract Agreements with the 4 nutrition, and nutrition consultant that will become part of the Area Agency on Aging's vendor purchase pool for the provision of various nutrition services for targeted elderly persons in the eleven county Coastal Bend Area effective October 1, 2021.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 28 day of January 2022.

Mayor Patrick Rios, Chairman

ATTEST:

John P. Buckner, Executive Director

**Nutrition, Nutrition Consultation, Transportation Demand Response Purchase Pool Agreements Summary
FY2022-2023**

Name of Vendor	Scope of Service	Cost of Service	Scope of Service	Cost of Service		
Live Oak County	Congregate Meals	N/A	Home Delivered Meals	\$5.31		
Duval County	Congregate Meals	\$4.50	Home Delivered Meals	\$5.51		
Kleberg County	Congregate Meals	\$4.99	Home Delivered Meals	\$5.31		
Aransas County Council on Aging	Congregate Meals	\$8.42	Home Delivered Meals	\$5.31		

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4001

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE NEW CONTRACT AGREEMENTS FOR FY2022-2023 WITH 21 SUPPORTIVE SERVICE VENDORS THAT WILL CONTINUE AS PART OF THE AREA AGENCY ON AGING'S VENDOR PURCHASE POOL FOR THE PROVISION OF VARIOUS SUPPORTIVE SERVICES FOR TARGETED ELDERLY PERSONS IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING OCTOBER 1, 2021.

WHEREAS, the strategies relating to the provision of in-home and other supportive services (totaling approximately \$88,079 of Title III B Supportive Services funds, \$55,000 in PY Title III-B funds \$ 58,500 in Title III E Family Caregiver's Support Program funds, \$ 17,541 in State General Revenue funds, \$8,000 in III-E Match, \$5,000 in PY III E funds and program income of \$1,314 total \$233,434) through a vendor's direct purchase pool are part of the approved Area Agency on Aging's Action Plan for Fiscal Years 2022 - 2023; and

WHEREAS, the Area Agency on Aging solicited applications for membership in a vendor's purchase pool with contracts ending in FY 2023 for the purpose of purchasing in-home and other supportive services for targeted elderly persons in an eleven-county area; and

WHEREAS, these agreements enable the Area Agency on Aging to purchase needed services on a client-by-client basis, including personal assistance, respite in-home, respite out of home, respite out of home-overnight, respite voucher, adult day care, health maintenance residential repair and other supportive services as outlined in the attached Vendor Purchase Pool Summary; and

WHEREAS, on December 13, 2021 the Advisory Council on Aging reviewed the vendor contracts as described in the attached Proposed Additional Vendor Purchase Pool Agreements Summary and recommends approval by the Coastal Bend Council of Governments.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments concurs in the recommendation of its Advisory Council on Aging that authorizes its Executive Director signed contract Agreements with the 21 supportive service vendors that will become part of the Area Agency on Aging's vendor purchase pool for the provision of various supportive services for targeted elderly persons in the eleven county Coastal Bend Area effective October 1, 2021.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 28 day of January 2022.

Mayor Patrick Rios, Chairman

ATTEST:

John P. Buckner, Executive Director

Vendor Purchase Pool Agreements Summary FY2022-2023

Name of Vendor	Scope of Service	Cost of Service	Scope of Service	Cost of Service	Scope of Service	Cost of Service
APC Home Health Services	Respite In-Home	\$13.63	Personal Assistance	\$13.63		
American Medical Home Health Services	Respite In-Home	\$12.54	Personal Assistance	\$13.00		
Catholic Charities of Corpus Christi	Respite Out of Home (Camp)	Variable				
Champion Care, Inc.	Respite In-Home	\$15.00	Personal Assistance	\$15.00		
City of Corpus Christi	Respite In-Home Senior Companion Program	\$4.00	Personal Assistance			
Corpus Christi Area Council for the Deaf, Inc.	Respite Out of Home (Camp)	Variable	Pocket Talkers	Variable		
Corpus Christi Texas Caregiving	Respite In-Home	\$22.95	Personal Assistance	\$22.95		
Dor -An's Home Health Services	Respite In-Home	\$19.00	Personal Assistance	\$19.00		
E&O Home Health	Respite In-Home	\$18.00	Personal Assistance	\$18.00		
Family Counseling Services	Caregiver Counseling	\$25.00				
First Primary Home Care	Respite In-Home	\$14.50	Personal Assistance	\$14.50		
Hub City Home Health	Respite In-Home	\$12.54	Personal Assistance	\$13.00		
Low Fifty Construction	Residential Repair	Variable	Health Maintenance	Variable		
Outreach Health Community Care Services	Respite In-Home	\$14.00	Personal Assistance	\$14.00		
Texas Home Health of America	Respite In-Home	\$16.00	Personal Assistance	\$16.00		
Texas Visiting Nurse Services	Respite In-Home	\$12.50	Personal Assistance	\$12.50		
The Home Care Team	Respite In-Home	\$15.00	Personal Assistance	\$15.00		
T.L.C. Adult Day Care Centers	Respite In-Home	\$28.82				
Med Team	Respite In-Home	\$15.00	Personal Assistance	\$15.00		
Mi Casa Nursing Services Home Health	Respite In-Home	\$15.00	Personal Assistance	\$15.00		
VIP Providers	Respite In-Home	\$12.45	Personal Assistance	\$12.45	Day Activity & Health Services	\$33.00

(ATTACHMEENT B-3)

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4002

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A NEW CONTRACTOR AGREEMENT FOR FY2022 -2023 WITH FEONIX MOBILITY RISING FOR ON DEMAND TRANSPORTATION SERVICES THAT WILL CONTINUE AS PART OF THE AREA AGENCY ON AGING'S CONTRACTOR PURCHASE POOL FOR THE PROVISION OF TRANSPORTATION SERVICES FOR TARGETED ELDERLY PERSONS AND PERSONS WITH DISABILITIES OF ANY AGE IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING OCTOBER 1, 2021.

WHEREAS, the strategies relating to the provision of transportation services to persons age 60 and over and persons with disabilities of any age totaling approximately \$47,687 of Title III-B American Rescue Plan, Title III-B \$15,000, PY CDC Vaccination Title III-B \$15,000, Program Income \$1,288, local match \$1,833 total \$79,209), through a contractor agreement for FY 2022-2023 are part of the approved Area Agency on Aging's Area Plan for Fiscal Years 2022 - 2023; and

WHEREAS, the Area Agency on Aging solicited new contractor agreements for membership in a vendor's purchase pool with contracts ending in FY 2023 for the purpose of purchasing transportation services for targeted elderly persons and persons with disabilities of any age in an eleven-county area; and

WHEREAS, these agreements enable the Area Agency on Aging to purchase needed services on a client-by-client basis, including transportation services; and

WHEREAS, on January 10, 2022 the Advisory Council on Aging reviewed the contract agreement and recommends approval by the Coastal Bend Council of Governments.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments concurs in the recommendation of its Advisory Council on Aging that authorizes its Executive Director to sign a contract Agreement with Feonix Mobility Options that will become part of the Area Agency on Aging's vendor purchase pool for the provision of transportation services for targeted elderly persons and persons with disabilities of any age in the eleven county Coastal Bend Area effective October 1, 2021.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 28 day of January 2022.

Mayor Patrick Rios, Chairman

ATTEST:

John P. Buckner, Executive Director



COASTAL BEND
COUNCIL OF GOVERNMENTS

AREA AGENCY ON AGING

OF THE COASTAL BEND

CONTRACTOR AGREEMENT

FFY2022-FFY2023

Feonix Mobility Rising, hereinafter referred to as Contractor, and Coastal Bend Council of Governments - Area Agency on Aging of the Coastal Bend (AAA-CB), hereinafter referred to as AAA-CB, do hereby agree to provide services effective beginning October 1, 2021 and ending September 30, 2023, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Texas Department of Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services Program and the stated Scope of Services.

The AAA Direct Purchase of Services Program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. Through the AAA-CB'S Coastal Bend Aging and Resource Center, services are provided to persons of all ages with disabilities and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC's AAA Access and Assistance Guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate provider.

Now and therefore, for and in consideration of the mutual promises and benefits stated herein, the parties now agree as follows:

I. SCOPE OF SERVICES

- A. The Contractor agrees to provide the following service(s) as identified below to program participants authorized by the AAA-CB staff, in accordance with the completed Contractor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service: Transportation – Demand Response

Service Definition: Services that provide for or arrange for taking an older person from one location to another. Does not include any other activity. This Contractor will provide the following type of transportation services.

Demand/Response: Transportation designed to carry an older person from a specific origin to a specific destination upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Unit of Service: One, one-way trip.

Service Area: (Insert after service areas/counties are known)

All Texas Administrative Code standards are located at the Texas Secretary of State website:
www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at
<https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

Targeting: AAA-CB services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA or as identified through other grantees, such as the Aging and Disability Resource Center's Respite Care Program.

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Transportation – Demand Response	\$50.00/One Way Trip Crossing Multiple Counties		
Transportation – Demand Response	\$25.00/One Way Trip within One County		

II. TERMS OF AGREEMENT

A. The Contractor agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit billing with appropriate documentation including timesheets as required by the AAA by the close of business on the **5th calendar day** of each month following the last day of the month in which services were provided.
 - a. If the 5th day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
 - b. No reimbursement for services provided will be made if contractor payment invoices and supporting documentation are not correct and submitted to the AAA within **30 calendar days** of the month following the month in which services were provided.
 - c. Any concerns regarding discrepancies between the invoiced services and payment must be made within **45 calendar days** after payment is mailed.
3. The AAA-CB will encourage program participant contributions (program income) on a voluntary and confidential basis. Program participant contributions will be mailed directly by the program participant and/or his family to the AAA-CB office. AAA-CB will properly

safeguard and accurately account for program participant contributions (program income) as receipts and expenditures on its financial reports. AAA-CB agrees to expend all program participant contributions (program income) to expand or enhance the program/service under which it is earned. If the Contractor or their paid provider inadvertently receives a program participant contribution, Contractor must immediately contact AAA-CB send contribution to the AAA-CB and advise program participant and/or their family of the proper program participant contribution submission procedure. AAA-CB will also advise program participant and/or family of the proper program participant contribution procedure.

4. Notify the AAA within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s).
5. Ensure that all required insurance(s), certifications), training(s), or license(s) do not lapse.
6. Provide the AAA, within 10 days of agency's receipt of copies of changes, updates, or renewals to board members, corporate officers, ownership, insurance, certificates, trainings or licenses.
7. Maintain communication and correspondence concerning program participants' status.
8. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA-CB or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
9. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents shall be kept for a minimum of seven years after close of contractor's fiscal year.
10. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).

B. The Contractor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of 30 days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Contractor acknowledges it is an independent provider, NOT an agent of the AAA-CB. Thus, the Contractor indemnifies saves and holds harmless the AAA-CB against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAA-CB if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA-CB.
4. Employees of the Contractor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the AAA-CB agrees to:

1. Review program participant intake, assessment forms and any other required forms completed by Contractor, as required, determining program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to Contractor of program participant's eligibility and authorization to receive services.
3. Maintain communication and correspondence concerning the program participants' status.
4. Provide timely technical assistance to Contractor as requested and as available.
5. Conduct quality-assurance procedures, which will include on-site monitoring visits and customer satisfaction surveys annually, to ensure quality services are being provided and if applicable, Centers for Medicare and Medicaid Services exclusion reviews are conducted.
6. Contingent upon the AAA-CB's receipt of funds authorized for this purpose from HHSC, reimburse the Contractor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection Section II.A.2. of this document within approximately 45 days of receipt of invoice - providing such invoice includes all required attachments, is complete and is accurate.

III. ASSURANCES

The Contractor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 - 1991, as applicable
- I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- J. HHSC AAA Policies and Procedures Manual, to the extent applicable to this Agreement.
- K. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.
- L. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- M. HHSC (legacy DADS) Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs
- N. HHSC Uniform Terms and Conditions

IV. FOCAL POINT DESIGNATION

The following agencies have been designated by the AAACB as focal points for services for persons 60 and older in the Coastal Bend Region: Area Agency on Aging of the Coastal Bend, Coastal Bend Aging & Disability Resource Center, Coastal Bend Center for Independent Living, Community Action Agency of South Texas, Catholic Charities of Corpus Christi, Inc., City of Corpus Christi, Kleberg County Human Services, Live Oak Senior Center, Nueces County Community Center, Portland Senior Center, and San Diego Civic Center.

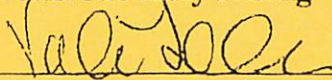
V. ATTACHMENTS

- A. Signed Data Use Agreement
- B. Signed Lobbying Certification
- C. Signed Prohibited Telecommunications and Video Services
- D. Signed HHSC Required Certifications
- E. Child Support Certification
- F. W-9

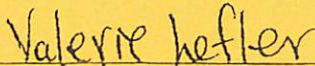
VI. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2021 and ending September 30, 2023

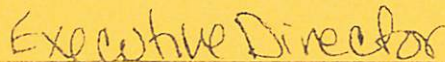
Feonix Mobility Rising



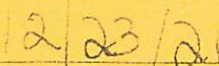
Authorized Contractor Signature



Print Name



Title



Date



Authorizer Signature

John P. Buckner, Executive Director

Coastal Bend Council of Governments

P. O. 9909
Corpus Christi, Texas 78469

Date

Attachment A

Data Use Agreement Form

Subcontractor Agreement Form

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR. CONTRACTOR has subcontracted with **Feonix Mobility Rising** (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

MEMORANDUM

TO: Members of the Coastal Bend Council of Governments
FROM: Judge Jim Huff, Live Oak Co. Judge, CBCOG Nominating Committee
DATE: January 21, 2022
SUBJECT: Nomination of CBCOG Officers and Executive Board for 2022

The CBCOG Nominating Committee met on January 13, 2022 to develop recommendations for the CBCOG membership to consider regarding officers and executive board members for 2022. Judge Jim Huff chaired the meeting

The following member government representatives are recommended for election at the positions indicated:

OFFICERS:

Chairman	*Mayor Patrick Rios, Aransas County
First Vice Chairman	*Commissioner Margie Gonzales, Jim Wells County
Second Vice Chairman	*Judge David Krebs, San Patricio County
Secretary	*Judge Robert Blaschke, Refugio County
Treasurer	*Mayor JoAnn Ehmann , San Patricio County
Past Chairman	Nina Trevino, San Patricio County

EXECUTIVE BOARD MEMBERS:

- *Judge Barbara Canales, Nueces County
- *Judge Jim Huff, Live Oak County
- Tammy Embry, Nueces County
- *Mayor Kathy Skrurow, San Patricio County
- *Judge E. B. Garcia, Duval County
- *Mayor Wanda Dukes, Refugio County
- *Judge Rudy Madrid, Kleberg County
- *Commissioner Howard Gillespie, San Patricio County
- Vacant, Nueces County
- *Commissioner Dennis DeWitt, Bee County
- *Councilman Ben Molina, Nueces County
- *Commissioner Leslie Casterline, Aransas County

ADVISORY MEMBER:

Rebecca Klaevemann, San Patricio Municipal Water District

*Elected Official