

- A. Call to Order & Declaration of a Quorum
- B. Invocation and Pledges
- C. Welcome Guests
- D. Public Comment
- E. Executive Director's Report
 - 1. Update on Strategic Priorities / Key Activities
- F. Approval of Minutes: Approve Meeting Minutes for January 20, 2022
- G. Action
 - 1. **Annual SEMAP Certification (CS):** Authorize submission of the Annual Section 8 Management Assessment Program (SEMAP) certification to the Department of Housing and Urban Development (HUD) for Fiscal Year ending December 31, 2021.
Rayleen Bingham, Section 8 Housing Program Manager - page 5
 - 2. **TCOG-THP Partnership Request (CS):** Authorize Contract of Services between TCOG and Texoma Housing Partners (THP) to administer converted Public Housing units as Project-Based Vouchers under TCOG's Section 8 Program.
Rayleen Bingham, Section 8 Housing Program Manager - page 12
 - 3. **Texas Association of Community Action Agencies (TACAA) ONCOR Weatherization (ES):** Approve the 2022 contract with TACAA for weatherization to serve ONCOR qualified customers.
Evan Brown, Weatherization Program Manager - page 24
 - 4. **Texas New Mexico Low Income Weatherization Program Agreement (Frontier Energy) (ES):** Approve the 2022 contract with TNMP for weatherization to serve Texas New Mexico qualified customers.
Evan Brown, Weatherization Program Manager - page 35
 - 5. **FYE 2022 Cost Pool Budgets Update (AF):** Accept recommendation, if any, regarding TCOG's FYE 2022 Cost Pool Budgets.
Mindi Jones, Finance Director - page 45
 - 6. **FYE 2022 Cost Pool allocations (AF):** Accept recommendation, if any, regarding TCOG's FYE 2022 Cost Pool Budget Rate changes.
Mindi Jones, Finance Director
 - 7. **Executive Session**
Announcement by the presiding officer that a closed meeting will take place as authorized by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Section 551.074, "Personnel Matters."
 - a. Closed Meeting: Board shall convene into a closed executive session pursuant to Section 551.074 of the TEXAS GOVERNMENT CODE "Personnel Matters," to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – Executive Director.
 - b. Reconvene into open meeting.

AS: Aging Services Department AF: Administration & Finance Department CS: Client Services Department ES: Energy Services RS: Regional Services
Pursuant to the Texas Open Meeting Act, Government Code Chapter 551 one or more of the above items may be considered in executive session closed to the public, including but not limited to consultation with attorney pursuant to Texas Government Code Section 551.071 and Section 551.074 arising out of the attorney's ethical duty to advise TCOG concerning legal issues arising from an agenda item. Any decision held on such matter will be taken or conducted in open session following the conclusion of the executive session.

Pursuant to Section 551.127 of the Texas Government Code, and in conjunction with the guidance and provisions provided by the Governor of Texas in the declaration of disaster and subsequent executive orders altering certain Open Meeting Act provisions and ordering that gatherings of more than ten (10) people shall be avoided, there will be no in-person public access to the location described above and less than a quorum may be physically present at the location. The dial-in number to participate in the telephonic meeting is listed above. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3514 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <https://www.tcog.com>. The Agenda was also emailed to the County Clerk offices in Cooke and Fannin Counties, TX on Friday, January 15, 2020.



**TCOG Governing Board
Meeting Agenda**

Presiding Location: 1117 Gallagher Drive, Sherman, Texas
February 17, 2022 – 5:30 p.m.

c. Discussion and decision on any action as a result of executive session.

H. President's Report

I. Adjourn

APPROVAL

A handwritten signature in blue ink, appearing to read "Eric M. Bridges", is written over a light blue horizontal line.

Eric M. Bridges, Executive Director

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Members Present: Jeff Whitmire, James Thorne, Ken Keeler, Edwina Lane, Bryan Wilson, Adam Arendt, H.L. Compton, Juston Dobbs, Nathan Caldwell (Zoom), Karla Metzler (Zoom)

Members Absent: Scott Neu, Randy Moore, Daniel Harrison

- A. Jeff Whitmire called the meeting to order at 5:30 p.m.
- B. James Thorne provided the invocation and led the pledges.
- C. Guests included: Tony Allender, Naina Magon, Cara Lavender, Beth Eggar, Miranda Harp, Judy Fullylove, Molly Guard, Mailinh Nguyen, Kay Black, Rayleen Bingham, Mindi Jones, Eric Bridges and Tonya Nyberg.
- D. There was no Public Comment
- E. H.L. Compton and Juston Dobbs were inducted as new Governing Board members for 2021-2023 upon accepting the TCOG Governing Board Pledge
- F. **Executive Director's Report**
 1. Eric Bridges directed the board to his Executive Director's Report in their Board packets; providing an update on strategic priorities and key activities. Bridges also reported on the spread of Covid-19 in the Texoma region.
 2. Tony Allender presented TCOG's Economic Disaster Mitigation Plan
- G. Bryan Wilson made a motion to approve the minutes for December 16, 2021. Ken Keeler seconded the motion. Motion carried unanimously.
- H. **Action**
 1. A motion was made by Ken Keeler and seconded by Edwina Lane to accept TCOG's Economic Disaster Mitigation Plan. Motion carried unanimously.
 2. Ken Keeler and Edwina Lane were appointed as Cooke County and Fannin County representatives to the Audit & Finance Committee.
 3. Judy Fullylove presented on behalf of Delano Smith. Juston Dobbs motioned to acknowledge and approve the USDA Farm to School Grant Submission. James Thorne seconded the motion. Motion carried unanimously.
 4. Ken Keeler motioned to authorize the submission and, if awarded, the acceptance of the Cooke County United Way 2022 Grant Proposal of \$30,000. H.L. Compton seconded the motion. Motion carried unanimously.
 5. Bryan Wilson motioned to authorize the Family Self-Sufficiency Program Coordinating Committee (FSS/PCC) to function as TCOG's Section 8 Housing Resident Advisory Board (RAB). Edwina Lane seconded the motion. Motion carried unanimously.
 6. Bryan Wilson motioned to ratify a contract from the Texas Department of Housing and Community Affairs (TDHCA) for FY2020 Community Services Block Grant (CSBG) CARES, contract #6120003356. H.L. Compton seconded the motion. Motion carried unanimously.
 7. Ken Keeler motioned to ratify the FY2021 Comprehensive Energy Assistance Program Amendment #2, contract #58210003403. Karla Metzler seconded the motion. Motion carried unanimously.

AS: Aging Services Department AF: Administration & Finance Department CS: Client Services Department ES: Energy Services RS: Regional Services
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8. There was no action taken regarding TCOG's FYE 2022 Cost Pool Budgets.
9. There was no action taken regarding TCOG's allocation rates.

I. President's Report

1. Jeff Whitmire thanked the board for their attendance.

J. Jeff Whitmire adjourned the meeting at 6:50 p.m.

APPROVAL



Eric M. Bridges, Executive Director

DRAFT

TO: TCOG Governing Board
THRU: Delano Smith, Client Services Director *DS*
FROM: Rayleen Bingham, Section 8 Housing Program Manager *RB*
DATE: February 17, 2022
RE: Annual SEMAP Certification

RECOMMENDATION

Authorize submission of the Annual Section 8 Management Assessment Program (SEMAP) certification to the Department of Housing and Urban Development (HUD) for Fiscal Year ending December 31, 2021.

BACKGROUND

The Section 8 HCV Program is designed to assist low income households pay rent based on their income and family composition. The participant should never pay more than 40% of their adjusted income for rent and utilities. Eligible families must meet Federal Income Guidelines. The annual income limit for a family of four is currently \$36,400 in Grayson County and \$31,600 in Fannin County. The Section 8 HCV Program currently administers several sub-programs and special purpose programs designed to meet special needs within the community including: The Family Self-Sufficiency (FSS) Program designed to assist households become self-sufficient, the Homeownership (HO) Program allows participants to use their voucher assistance toward mortgage, the Mainstream Program designed to assist persons with disabilities, the Family Unification Program coordinates with Child Protective Services, the Money Follows the Person Demonstration transitions eligible clients out of nursing facilities and the HUD-VASH Program that partners with the VA to house homeless veterans. The Section 8 HCV Program provides services to 500+ households within Grayson and Fannin Counties.

DISCUSSION

The SEMAP certification was designed by HUD to evaluate and score program performance. This annual assessment includes (14) components including utilization activity, rent calculation accuracy, and other policy enforcements. The submission of the certification is due by March 1, 2022. HUD will notify TCOG of the scoring results in April 2022.

BUDGET

No direct budget impact.



Rayleen
Bingham
(MAS116)

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SEMAP

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Field Office: **6APH FORT WORTH HUB OFFICE**
Housing Agency: **TX542 Texoma COG**
PHA Fiscal Year End: **12/31/2021**

OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response ☒ Yes ☐ No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response ☒ Yes ☐ No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response ☒ Yes ☐ No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☒ **At least 98% of units sampled** ☐ **80 to 97% of units sampled**
☐ **Less than 80% of units sampled**

3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☒ **At least 90% of files sampled** ☐ **80 to 89% of files sampled**
☐ **Less than 80% of files sampled**

4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response ☒ **Yes** ☐ **No**

5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

PHA Response ☒ **Yes** ☐ **No**

6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☒ **At least 98% of cases sampled** ☐ **Less than 98% of cases sampled**

7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))

Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable ☐

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response ☒ **Yes** ☐ **No**

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response ☒ **Yes** ☐ **No**

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response ☒ Yes ☐ No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response ☒ Yes ☐ No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response ☒ Yes ☐ No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response ☒ Yes ☐ No

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Bingham
(MA5116)

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Field Office:

6APH FORT WORTH HUB OFFICE

Housing Agency:

TX542 Texoma COG

PHA Fiscal Year End:

12/31/2021

SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response ☒ Yes ☐ No

FMR Area Name GRAYSON

FMR 1 of 2



Enter current FMRs and payment standards (PS)

0-BR FMR 661	1-BR FMR 830	2-BR FMR 985	3-BR FMR 1316	4-BR FMR 1570
PS 727	PS 913	PS 1083	PS 1447	PS 1727

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If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response ☒ Yes ☐ No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response ☒ Yes ☐ No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response ☒ Yes ☐ No

12 Continuing HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract as required (24 CFR 982.405(a))

PHA Response ☒ Yes ☐ No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response ☒ Yes ☐ No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section

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Rayleen
Bingham
(MA5116)

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Performance Indicators

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PHA Response ☒ Yes ☐ No

FMR Area Name FANNIN

FMR 2 of 2

Enter current FMRs and payment standards (PS)

0-BR FMR	607	1-BR FMR	623	2-BR FMR	820	3-BR FMR	1165	4-BR FMR	1235
PS	667	PS	685	PS	902	PS	1281	PS	1358

Save Add Delete

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

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PHA Response ☒ Yes ☐ No

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The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response ☒ Yes ☐ No

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PHA Response ☒ Yes ☐ No

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PHA Response ☒ Yes ☐ No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section

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236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

Or, Number of mandatory FSS slots under HUD-approved exception **(If not applicable, leave blank)**

b. Number of FSS families currently enrolled

94

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

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Percent of FSS slots filled (b+c divided by a) **(This is a nonenterable field. The system will calculate the percent when the user saves the page)**

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14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable ☐

PHA Response ☒ Yes ☐ No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

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15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response ☐ Yes ☒ No

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TO: TCOG Governing Board
THRU: Delano Smith, Client Services Director *DS*
FROM: Rayleen Bingham, Section 8 Housing Program Manager *RB*
DATE: February 17, 2022
RE: TCOG-THP Partnership Request

RECOMMENDATION

Authorize Contract of Services between TCOG and Texoma Housing Partners (THP) to administer converted Public Housing units as Project-Based Vouchers under TCOG's Section 8 Program.

BACKGROUND

The Section 8 HCV Program is designed to assist low income households pay rent based on their income and family composition. The participant should never pay more than 40% of their adjusted income for rent and utilities. Eligible families must meet Federal Income Guidelines. The annual income limit for a family of four is currently \$36,400 in Grayson County and \$31,600 in Fannin County. The Section 8 HCV Program currently administers several sub-programs and special purpose programs designed to meet special needs within the community including: The Family Self-Sufficiency (FSS) Program designed to assist households become self-sufficient, the Homeownership (HO) Program allows participants to use their voucher assistance toward mortgage, the Mainstream Program designed to assist persons with disabilities, the Family Unification Program coordinates with Child Protective Services, the Money Follows the Person Demonstration transitions eligible clients out of nursing facilities and the HUD-VASH Program that partners with the VA to house homeless veterans. The Section 8 HCV Program provides services to 500+ households within Grayson and Fannin Counties.

DISCUSSION

THP is a consortium consisting of 19 small Public Housing Authorities located in North Texas; it manages 520 units and is funded through HUD. HUD remains strongly committed to the provision of rental subsidies to families; however, it has recognized the hardships and challenges of maintaining Public Housing units across the nation. To meet this challenge, HUD developed an opportunity for small PHAs that allows for strategic partnerships with agencies such as the Section 8 Program. As THP does not administer a Section 8 Program, it is necessary to partner with an established Section 8 Program Agency, such as TCOG, for the purpose of administering the Project Based Vouchers on their behalf. THP will assign their Project Based Vouchers to the partner agency to administer in accordance with HUD requirements as detailed in the Contract for Services.

BUDGET

Funding will be determined and issued directly from HUD. The estimated Annual Contribution Contract will include over 3 million in Housing Assistance Payments (HAP) and up to \$330,000 in Administrative Fees.

**CONTRACT FOR SERVICES
BETWEEN
TEXOMA HOUSING PARTNERS
AND
TEXOMA COUNCIL OF GOVERNMENTS**

This Contract for Services (“**Agreement**”) is made and entered into by and between Texoma Housing Partners (“**THP**”), and the Texoma Council of Government (“**TCOG**”), organized under Chapter 391 of the Texas Local Government Code.

WHEREAS, THP, a public housing consortium, comprised of 19 public housing authorities (the “**Authorities**”) operates properties and conducts services for residents with a mission to promote, maintain, and provide safe, sanitary, and affordable homes for low to moderate-income citizens of each Authority’s jurisdiction;

WHEREAS, THP has converted all of the Authorities’ public housing units from public housing to Project Based Vouchers through a combination of U.S. Department of Housing and Urban Development programs, including Streamlined Voluntary Conversions and Section 18 dispositions (collectively, the “**Conversions**”).

WHEREAS, in connection with the Conversions, all units are now under the ownership of Texoma Housing Partners PFC (the “**PFC**”), a public facility corporation sponsored by Bonham Housing Authority;

WHEREAS, in connection with the Conversions, pursuant to HUD PIH Notice 2019-05 and HUD PIH Notice 2018-09, THP is required to partner with a public housing authority (“**PHA**”) or organization, to be approved by HUD, that currently administers a section 8 program (“**PHA Partner**”) to administer the Project Based Vouchers which will be assigned to each property.

WHEREAS, TCOG currently administers a section 8 program whose mission includes assisting with the provision of safe, sanitary and affordable housing for eligible residents;

WHEREAS, TCOG is willing and able to serve in a partnership with THP to assist THP’s efforts and deliver services in conformance with HUD regulations;

WHEREAS, THP and TCOG acknowledge that the objective for THP is to continue services to its constituents/clients who reside in the properties owned by Texoma Housing Partners PFC, receiving Project Based Voucher assistance, and that each organization will ensure compliance of laws, rules, regulations and policies that will be set forth, in part, through roles and responsibilities of the two parties to this Agreement;

WHEREAS, TCOG has the capacity to act as PHA Partner for THP in compliance with all applicable HUD requirements, rules, and regulations.

NOW THEREFORE, the THP and TCOG agree as follows:

Section 1: Purpose and Objective. The Parties agree that the purpose of this Agreement is to facilitate collaboration and coordination between THP and TCOG in the administration of the Project Based Voucher for those family's receiving assistance via the conversion of the public housing program in the following cities: Bells, Bonham, Celeste, Ector, Farmersville, Gunter, Honey Grove, Howe, Ladonia, Leonard, Pottsboro Princeton, Savoy, Tioga, Tom Bean, Trenton, Van Alstyne, Whitewright and Windom.

Section 2: Procedure for Administration of Vouchers. The process, duties and communication for the administration of vouchers among the parties shall be as more particularly described in the attached **Exhibit "A" Roles and Responsibilities.**

Section 3: Term.

3.1. **Term.** This Agreement shall be effective beginning June 1, 2022. Unless otherwise terminated in accordance with this Agreement, the term of this Agreement ("Agreement Term") shall continue for twenty (20) years. After the initial term, the agreement will remain in place unless or until terminated by either party.

3.2. This Agreement may be terminated for any reason by either party with sixty (60) days written notice.

Section 4: Representations and Warranties.

4.1. TCOG hereby unconditionally warrants and represents to THP as follows:

(a) It has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all of the undertakings set forth herein. In connection with the Project, TCOG will comply with all legal requirements required to be met, including but not limited to the following: (i) Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to TCOG or the Project, including, without limitation, the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (ii) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable to the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (iii) TCOGs presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iv) any and all terms, provisions and conditions of any commitment which are to be performed or observed by TCOG, (v) any and all leases and other contracts (written or oral) of any nature that relate in any way to the Project and to which TCOG may be bound and (vi) all applicable restrictive covenants, zoning ordinances, subdivision and building codes, or if no local building codes are in place, then the most recent version of the International Building Code, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders or

requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over the Project.

(b) It is a duly organized and validly existing legal entity under the laws of the State of Texas.

(c) This Agreement has been duly and validly executed and delivered by TCOG and constitutes a valid and legally binding obligation of TCOG enforceable in accordance with its terms.

(d) TCOG is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of TCOG. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which TCOG is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of TCOG pursuant to the terms of any such indenture or agreement or instrument, and will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by TCOG pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of TCOG which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement

4.2. THP hereby unconditionally warrants and represents to TCOG as follows:

(a) It has legal capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all the undertakings set forth herein.

(b) It is a duly organized and validly existing legal entity under laws of the State of Texas.

(c) This Agreement has been duly and validly executed and hereby binds THP and constitutes a valid and legally binding obligation enforceable in accordance with its terms.

(d) THP is not a party to any contract or agreement or subject to any charter or other legal restriction of a kind which materially and adversely affects

the business, property, or assets, or the condition, financial or otherwise, of THP. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, or decree of any court or governmental agency, or of any indenture or other agreement or instrument to which THP is subject, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of THP pursuant to the terms of any such indenture or agreement or instrument and, except as expressly set forth herein, will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by THP pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of THP which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

Section 5: Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to Texoma Housing Partners PFC at the following address:

Texoma Housing Partners

Allison Minton
Texoma Housing Partners
810 W. 16th Street
Bonham, TX 75418
E-mail: aminton@texomahousing.org

with a copy to:

Matty G. Jones
Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, TX 75254
E-mail: mjones@coatsrose.com

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to Texoma Council of Governments at the following address:

Texoma Council of Governments

Eric M. Bridges
1117 Gallagher Drive, Suite 470
Sherman, Texas 75090
Email: ebridges@tcog.com

Notice will be considered given and completed upon deposit of the notice in a United States Postal Service receptacle. Either party may change its designated address for notice purposes upon ten (10) days' prior written notice to the other party.

SECTION 6. Cooperation and Compliance. The parties hereto agree to cooperate with each other and provide all necessary documentation, certificates and consents and to take all necessary action in order to satisfy the terms and conditions hereof and the applicable laws, regulations and agreements relating thereto.

SECTION 7. Indemnification. THP shall defend, indemnify, and hold TCOG, its directors, officers, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCOG, its directors, officers, employees or agents. TCOG shall defend, indemnify, and hold THP, its Commissioners, officers, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THP, its Commissioners, officers, employees or agents.

SECTION 8. Miscellaneous.

8.1 Waivers. No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.

8.2 Assignment and Successors. No party to this Agreement will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns and shall not bestow any rights upon any third party.

8.3 Applicable Laws, Interpretation and Governing Law. In addition to the matters specifically set forth herein, this Agreement is subject to all laws, rules, orders and regulations of the United States of America and the State of Texas. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Fannin County, Texas. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

8.4 Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

8.5 Approvals. Any approvals required from the parties in connection with this Agreement shall not be unreasonably withheld, conditioned or delayed.

8.6 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Agreement.

8.7 Headings. The Section and Subsection entitlements hereof are inserted for convenience of reference only and in no way shall alter, modify or define, or be used in construing, the text of such Sections and Subsections.

8.8 Counterparts. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

8.9 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

8.10 Interpretation and Governing Law. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Fannin County, Texas. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and

expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

8.11 Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED, this____day of____, 2022.

TEXOMA COUNCIL OF GOVERNMENTS
a political subdivision created under Chapter 391
of the Texas Local Government Code

By: _____
Name: _____
Title: _____

TEXOMA HOUSING PARTNERS
a Texas municipal corporation

By: _____
Name: _____
Title: _____

ROLES & RESPONSIBILITIES

TCOG-

TCOG will act as PHA and will administer the Project-Based Vouchers in accordance with all regulations set forth by HUD. TCOG will complete all required processes and will ensure HUD compliance is met.

THP-

THP will act as Partner/Owner; will sign all annual contracts; and will be responsible for maintaining all units in accordance with Housing Quality Standards. THP will perform all marketing and advertising of units and will manage the transfer lists. THP will assist tenants with TCOG required paperwork.

TCOG and THP will work together to develop any additional processes deemed necessary in the administration of the Project Based Voucher Program.

THP will have read only access to the waiting list and tenant files.

RESPONSIBILITIES OF TCOG:

EQUAL OPPORTUNITY

- ❖ Fair Housing
- ❖ Reasonable Accommodation

PRIVACY RIGHTS OF FAMILY

- ❖ Federal Privacy Act Statement Compliance

PAYMENT STANDARDS

- ❖ Annual FMR & SAFMR Review & Updates

TENANT RENT

- ❖ Annual Recertifications & 50058 Entries
- ❖ Interim Changes & 50058 Entries
- ❖ Minimum Rents & Hardships
- ❖ Changes in Family's Status

HOUSING ASSISTANCE PAYMENTS (HAP)

- ❖ Rent Adjustments – Annual & Special
- ❖ Rent Reasonableness

UTILITY ALLOWANCES

- ❖ Annual Utility Allowance Review & Updates

HOUSING QUALITY STANDARDS

- ❖ Annual Inspections
- ❖ Special Inspections
- ❖ Quality Control Inspections

OUTREACH PROCEDURES

- ❖ Tenant Outreach – TCOG will coordinate with THP in reaching target populations in PBV cities.

APPLICATIONS

- ❖ Accepting Applications
- ❖ Applicant Eligibility
- ❖ Applicant Selection

WAITING LIST MANAGEMENT

- ❖ Establishing the Waiting Lists
- ❖ Opening & Closing Waiting Lists
- ❖ Preferences
- ❖ Special Purpose Programs

VERIFICATIONS

- ❖ Review & Approval of Tenant Verification
- ❖ Social Security Numbers
- ❖ Citizenship Verification
- ❖ Criminal History Verification
- ❖ Housing Authority Verification
- ❖ Denials & Informal Reviews

ISSUING VOUCHERS

- ❖ Schedule Wait List Pulls & Tenant Appointments
- ❖ Tenant Pre-Screen
- ❖ Issue Voucher & Briefing Packet
- ❖ Subsidy Standards
- ❖ Housing Search – TCOG will coordinate with THP.
- ❖ Request for Tenancy Approval

LEASE UP

- ❖ Unit Approval & Lease Review
- ❖ Initiate HAP Contract

UNIT INSPECTIONS

- ❖ Initial Inspections
- ❖ Annual/Biennial Inspections
- ❖ Special Inspections
- ❖ Quality Control Inspections

EVICCTIONS AND TERMINATIONS

- ❖ Owner Evictions
- ❖ Termination of Assistance – Tenant Violations
- ❖ Termination of Assistance – Owner Violations

INFORMAL HEARINGS

- ❖ When Required & When Not
- ❖ Notice to Family

PROGRAM RESPONSIBILITIES

- ❖ Owner Obligation Enforcement
- ❖ Tenant Obligation Enforcement
- ❖ SEMAP
- ❖ Agency Plans
- ❖ All Other Reporting Requirements
- ❖ Financial Management

TO: TCOG Governing Board
THRU: Judy Fullylove, Energy Services Department Director - *JF*
FROM: Evan Brown, Weatherization Program Manager- *EB*
DATE: February 17, 2022
RE: Texas Association of Community Action Agencies (TACAA) ONCOR Weatherization

RECOMMENDATION

Approve the 2022 contract with TACAA for weatherization to serve ONCOR qualified customers.

BACKGROUND

TACAA funding provides weatherization services to reduce the energy consumption and energy costs for low-income customers of ONCOR using existing service delivery systems of the federally funded Weatherization Assistance Programs (WAPs).

The program addresses and provides saving measures such as: air-infiltration, heat pumps and insulation in accordance with the required National Energy Audit Test (NEAT).

The program is available to both owner-occupied and rent-occupied units in ONCOR service areas of Collin, Cooke, Delta, Denton, Fannin, Grayson, Hopkins, Hunt, Lamar, Red River and Rockwall counties.

DISCUSSION

Up to \$6,500.00 per home can be utilized to provide weatherization applications to homes of qualified clients living in ONCOR service areas. This funding can be leveraged with LIHEAP and DOE funds to achieve the highest impact possible for low-income clients. Funding will provide services for approximately 65 homes. TCOG Weatherized 55 units in previous year. The contract period is January 1, 2022 to October 31, 2022

BUDGET

Total budget amount is \$250,000 to be used for Labor, Materials, Program Support, & Administration.

**Contract for Services
Between
Texas Association of Community Action Agencies, Inc.
And
Texoma Council of Governments**

Contract Number: 6365C-22-05

Section 1. Parties to Contract

This contract (hereinafter “Contract”) is made by and between the Texas Association of Community Action Agencies, Inc. (hereinafter the “Agency”), and Texoma Council of Governments (hereinafter the “Contractor”). Agency and Contractor together hereinafter referred to as “Parties”.

Section 2. Contract Period

The Contract shall commence on January 1, 2022 and, unless earlier terminated, shall end on October 31, 2022. The contract may be extended contingent upon availability of funds from Oncor Electric Delivery Company LLC (ONCOR), satisfactory performance by the Contractor, and mutual agreement between the parties.

Section 3. Purpose

The Targeted Low-Income Weatherization Program (the “Program”) is designed to employ weatherization measures to cost-effectively reduce the energy consumption and energy costs of Oncor’s low income customers using the existing service delivery systems of the federally funded Weatherization Assistance Programs (WAPs). Appropriate weatherization measures and basic on-site energy education will be provided to eligible residential energy consumers. Oncor’s funding, administered by the Agency, for weatherization measures will enhance and supplement the federally funded WAP for low income Oncor customers in the Oncor service territory, expanding the number of eligible customers served and weatherization measures installed.

Section 4. Scope of Work

Contractor shall provide weatherization services similar to the federally funded WAPs, unless otherwise instructed by Agency, to eligible Oncor customers (hereinafter “Participants”) residing in Collin, Cooke, Delta, Denton, Fannin, Grayson, Hopkins, Hunt, Lamar, Red River, and Rockwall Counties, in the Oncor service territory.

Section 5. Program Requirements and Responsibilities of Contractor

5.1 Contractor shall:

5.1.1 Determine client eligibility, including:

- ✓ Customer of Oncor (dwelling meter served by Oncor)
- ✓ Household income meets the eligibility guidelines of WAP, currently at or below 200% of the federal poverty guidelines; and;
- ✓ Dwelling unit has refrigerated electric air conditioning.

5.1.2 Operate under the standards established in 10 CFR Part 440 and the 2022 TACAA-Oncor Program Manual.

5.1.3 Conduct a “pre-blower door test,” a “post blower door test,” and the completion of all weatherization measures, including incidental repairs, which attain a Savings to Investment Ratio (SIR) of 1.0 or greater using a U.S. Department of Energy approved Audit (hereinafter “Audit”) and which are feasible and reasonable in light of conditions at the dwelling unit and for which funding is available. Contractor must use Participant’s actual electric rate from the electric bill.

5.1.4 Provide the Participant, or a designated representative r, energy education, which may include how to read an electric meter, understanding an electric bill, understanding the impact of energy savings, and/or providing other general energy management information. Energy education will be determined to have been successfully delivered when the Participant signs a document stating the Participant has received and understands the energy education.

5.1.5 Encourage Participants to use products provided through the Program in accordance with manufacturers’ instructions.

5.1.6 Encourage Participants to follow energy efficiency suggestions provided through the on-site energy education.

5.1.7 Complete and maintain all program reports and forms as required by WAPs both programmatic and financial, such as landlord/tenant ownership agreement forms, and forms to ensure proper accounting of all weatherization measures installed.

5.1.8 Report to Agency per Section 9 of the Contract.

5.1.9 Meet federal and state insurance regulations.

5.2 Program Funds may be used for incidental repairs made to a Dwelling Unit in conjunction with allowed Weatherization Measures. Agency will only reimburse Contractor for expenditures required to achieve electrical energy savings. All Weatherization Measures, including incidental repairs, installed in the home regardless of the source of funding must produce a SIR of 1.0 or greater. Only the following measures are allowable and in accordance with the 2022 TACAA-Oncor Program Manual:

- ✓ **Central Heat Pumps** with a minimum SEER of 15, EER of 12, minimum HSPF of 9.5, and must replace an Electric Resistance Heat HVAC system.
- ✓ **Ceiling, Wall, and Floor Insulation** (Units with window air conditioning and/or space heating are **not eligible**. Units with gas heat are **not eligible** for floor insulation).
- ✓ **Air Infiltration** (Must adhere to program manual requirements with regard to minimum final ventilation rate. Infiltration reduction only eligible if 30% or less. Units with window air conditioning and/or space heating are eligible, but **discouraged** due to low deemed savings.)
- ✓ **Energy Star Refrigerator**
- ✓ **Water Heater Pipe Insulation, Water Heater Jacket(s), Showerheads, and Aerators** (electric water heaters only).
- ✓ **Energy Star Window** (may be installed only in homes with central electric air conditioning and central heating systems).

Section 6. Program Requirements and Responsibilities of Agency

- 6.1 Agency shall provide Contractor up to \$250,000.00 to provide cost effective weatherization measures to Oncor's eligible customers, contingent upon availability of funds from Oncor. If sufficient funds are not available, Agency shall notify Contractor in writing within a reasonable time after such fact is determined. Agency shall then terminate the contract.
- 6.2 Agency shall:
- 6.2.1 Conduct quality control inspections;
 - 6.2.2 Conduct financial and programmatic monitoring, and,
 - 6.2.3 Report to Oncor deemed energy savings for Program, calculated from dwelling unit information reported by Contractor, as specified in Section 9 of this Contract.

TACAA-Oncor Contract #: 6365C-22-05

Section 7. Quality Control

- 7.1 Inspections may be done by the Agency and/Oncor at any time , but for Agency to withhold or reduce payments for completed weatherization measures at a dwelling unit, the inspection must be completed within 60 days form the date Agency receives a complete monthly report with all supporting documentation for the dwelling unit.
- 7.2 If quality control checks reveal undelivered services (i.e. services for which the Participant is eligible that are feasible and reasonable in light of conditions at the dwelling unit and that meet SIR requirements and for which funding is available), Contractor shall return **and provide such services.**
- 7.3 If it is determined in the quality control inspections conducted by Agency or Oncor that an authorized measure installed at a reported dwelling unit is incapable of performing its intended function and/or it will not provide for the length of time prescribed to the savings, then the requested payment for that measure (including the associated administrative fee) will be subtracted from the current or future payments. Contractor will have 60 days from the date it is notified by Agency or Oncor of the deficiency to bring the deficient measure(s) into compliance and resubmit the measure(s) associated with the dwelling unit for consideration.
- 7.4 If Contractor fails to bring the deficient measure(s) into compliance within the 60 day period and the SIR of the dwelling unit falls below 1.0, then the remaining payment for the dwelling unit (including the associated administrative fee) will be subtracted from a current or future payment by that amount.

Section 8 Compensation

- 8.1 Agency will only reimburse Contractor for expenditures required to achieve electrical energy savings. Contractor will not be reimbursed for measures that do not result in electrical energy savings.
- 8.2 Each month, Contractor will report funds expended and projected. Contractor's requests for advances shall be limited to the minimum amount needed to perform the contracted services for a 30-day period and will be paid upon Agency's receipt of Contractor's report showing the performance. Agency reserves the right to use a cost reimbursement method of payment for all funds if (1) Agency determines Contractor has maintained excess cash balances; (2) Agency identifies any deficiency in the Contractor's cash controls or financial management; (3) Agency determines that a cost reimbursement would benefit the program; (4) Agency's funding sources require the use of a cost reimbursement method; or (5) Contractor fails to comply with any of the reporting requirements.

TACAA-Oncor Contract #: 6365C-22-05

- 8.3 Contractor will be entitled to compensation to materials, labor and program support used by the federally funded WAP Service Provider to install weatherization measures for up to \$6,500 per weatherized Dwelling Unit. Agency may reimburse Contractor for program support costs and up to 9% of the invoice amount for administration. Any reimbursement paid to Contractor for allowable administrative expenses shall be unrestricted and maybe used by the Contractor for programmatic and administrative needs, even after the expiration of this Contract. The amount paid per to Contractor for administration shall not be included in the calculation of the \$6,500 per Dwelling Unit cap or the calculation of the Whole House SIR. Contactor's program support costs shall be included in calculating the Whole House SIR. Contractor's program support costs shall be included in the calculation of the \$6,500 per Dwelling Unit cap, but shall not be included in calculating the Whole House SIR. At the end of the Contract period, program support costs may not exceed 13% of the total material and labor expenditures.
- 8.4 If it is determined that a reported dwelling unit is ineligible for participation and there are no options available to make it eligible, then that dwelling unit will be excluded from payment.
- 8.5 All funds must be encumbered (work completed and invoiced) during the Contract period in accordance with this Contract. Any unexpended balance at the end of the contract period is forfeited unless the contract period is extended by amendment.

Section 9. Reporting

- 9.1 Beginning February 15, 2022 and through the end of the Contract, Contractor will ensure monthly reports are received by the Agency by the fifteenth (15th) day of each subsequent month. Agency will provide reporting form to Contractor. If no work has been performed, an email stating such will suffice. Otherwise, report will include:
- 9.1.1 A copy of the Audit and Building Weatherization Report for each weatherized dwelling unit;
 - 9.1.2 A report form provided by Agency that includes demographic information, measures installed, and total amounts expended and encumbered by measure, category (materials, labor, and administrative costs) and weatherized unit;
 - 9.1.4 A signed invoice with total amounts expended for materials, labor, program support, and administrative costs, projected expenses, and any advance requested; and
 - 9.1.5 Additional documentation requested as necessary (see *2022 Program Manual* and report form for further details).

TACAA-Oncor Contract #: 6365C-22-05

- 9.2 Contractor will report to Agency a more detailed 'pipeline' report as indicated showing the forecast of expenditures and projects. Reports will be due to Agency on May 26, 2022, July 28, 2022, and October 26, 2022 (if there are any units not yet reported).
- 9.3 By July 24, 2022, Contractor will report to Agency outstanding work, obligated but not reported, with estimated expenses by category (materials, labor, and administrative costs) by unit to be weatherized. Agency will provide reporting form to Contractor. By August 1, 2022, any funds not obligated may be made available for use in another ONCOR program.
- 9.4 Contractor agrees that it will keep accurate records of its expenditure of funds, program performance documentation, and Participant files under this Contract. Files must include a signed Participant release in which allows release of Participant information to Agency and Oncor. (Language in an existing form to this effect will suffice.)
- 9.5 All records required for a program audit and inspection shall be made available at the offices of the Contractor, at all reasonable times, for inspection, audit, or reproduction, until four (4) years following the last calendar day of the project year.
- 9.6 Failure to fulfill reporting requirements may result in withholding of payments.
- 9.7 Reports must be delivered by email, mail or courier to:

Elizabeth@tacao.org or

Texas Association of Community Action agencies, Inc.

4029. S Capital of Texas Hwy., Ste. 115

Austin, TX 78704-7920

Section 10. Termination of Contract

- 10.1 Either party upon thirty (30) days written notice may terminate the Contract. Upon receiving notice of termination, Contractor will place no further orders, or enter into further subcontracts for services, materials, or equipment related to the work where possible. In addition, Contractor will delay or terminate all existing orders and subcontracts insofar as those and subcontracts relate to the performance of the work terminated. However, to the extent possible, Agency will allow continued delivery of eligible services to those customers promised services prior to receipt of notice of termination. In the event of termination, Contractor will identify any such customers and notify Agency to negotiate delivery of services to them.

- 10.2 Agency may terminate the Contract without notice if the Contractor's Community Services Block Grant, Comprehensive Energy Assistance Program and/or Weatherization Assistance Program funds are suspended by the authorizing state agency.

Section 11. Recapture of Funds

- 11.1 As a benchmark for measuring performance goals, as of April 30, 2022, if the amount spent or encumbered is less than 30 percent of the Contract total, Agency may, after review with Contractor, reduce the funding of the remaining allocation by up to 30 percent of the total budget.
- 11.2 As a secondary benchmark for measuring performance goals, as of July 31, 2022, if the amount of performance reported to Agency is less than 65 percent of the Contract total, Agency may, after review with Contractor, reduce the funding of the remaining allocation by the amount not spent.

Section 12. Miscellaneous Provisions

- 12.1 **Independent Contractor.** Contractor is not an employee of the Agency. Contractor is an independent contractor and agrees to hold Agency harmless and indemnify Agency against any disallowed costs or other claims., which may be asserted by any third party in connection with Contractor's performance of this Contract. Contractor agrees to comply with all applicable state, federal and local laws.
- 12.2 **Contract Renewal and Modification.** Should Questions or disputes develop with respect to matters related to Contract terms, or with respect to contractor activities, be possible the Parties stipulate to the selection of a resolution committee to assist in resolving any issues that cannot be readily resolved through informal means. Should judicial resolution of a disputed matter become necessary, the Parties agree that the forum shall be the courts of Travis County, Texas.
- 12.3 **Severability.** In the event any provision of the contract is held to be void, unlawful, or otherwise unenforceable, that provision will be severed from the remainder of the Contract. The Contract, as so modified, will continue to be in full force and effect.
- 12.4 **Insurance.** Contractor will, at its sole expense, purchase and maintain, during the term of this contract, insurance policies with substantial and sound insurers, having coverages of the types and in the amounts specified in exhibit A, "Insurance Requirements," and submit to Agency certificates of insurance evidencing the coverage required therein, prior to the execution of this Contract. Contractor is required to provided updated Certificates of Insurance to Agency within ten business days after the expiration of each policy/ Contractor will instruct its insurance carrier or insurance agent to deliver these updated certificates of insurance directly to Agency.

The requirements set forth in Exhibit A as to types and limits of insurance, as well as intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.


- 12.5 **Publicity.** Information relating to this Contract may be released for publication and/or advertising only with the prior written approval of Agency. Contractor is expressly prohibited from using Oncor's name in any publication, advertising, or promotion without Agency's written approval.
- 12.6 **Binding on Successors.** This Contract will inure to the benefit of and be binding upon the undersigned Parties and entities, and their respective legal representatives, successors and assigns.

Section 13. Entire Contract

This Contract constitutes the entire understanding of the Parties. Any changes in the terms of this Contract shall be made by an amendment in writing and signed by both parties to this contract.

Section 14. Execution

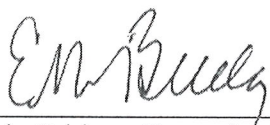
This Contract is effective when signed by Agency Executive Director.



Laura Ponce, Board President for the Agency
Texas Association of Community Action Agencies

2/1/2022

Date



Eric Bridges, Executive Director for Contractor
Texoma Council of Governments

1/31/2022

Date

Texoma Council of Governments
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 1/1/2022 Through 12/31/2022

20 - Client
Services

20 - Housing
&
Development

63000 -
Texas Assc
of
Community
Action
Agencies

		<u>Total</u>	<u>Current</u>	<u>Project-to-</u>	<u>Budget</u>	<u>Percent</u>
		<u>Budget</u>	<u>Period</u>	<u>Date Actual</u>	<u>Balance</u>	<u>Total</u>
			<u>Actual</u>			<u>Budget</u>
						<u>Remaining</u>
						<u>- Original</u>
	REVENUES					
000	None					
4020	Local Revenue	<u>227,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(227,500.00)</u>	<u>(100.00)%</u>
	Total None	<u>227,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(227,500.00)</u>	<u>(100.00)%</u>
	Total REVENUES	<u>227,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(227,500.00)</u>	<u>(100.00)%</u>
	EXPENSES					
540	Labor					
6560	Subcontract	<u>78,016.24</u>	<u>0.00</u>	<u>0.00</u>	<u>78,016.24</u>	<u>100.00%</u>
	Total Labor	<u>78,016.24</u>	<u>0.00</u>	<u>0.00</u>	<u>78,016.24</u>	<u>100.00%</u>
641	Material					
6560	Subcontract	<u>117,024.35</u>	<u>0.00</u>	<u>0.00</u>	<u>117,024.35</u>	<u>100.00%</u>
	Total Material	<u>117,024.35</u>	<u>0.00</u>	<u>0.00</u>	<u>117,024.35</u>	<u>100.00%</u>
675	Operations					
6560	Subcontract	<u>2,700.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,700.00</u>	<u>100.00%</u>
	Total Operations	<u>2,700.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,700.00</u>	<u>100.00%</u>
685	Program Support					
5000	Salaries	<u>11,316.73</u>	<u>0.00</u>	<u>0.00</u>	<u>11,316.73</u>	<u>100.00%</u>
5090	FICA/Medicare	<u>865.73</u>	<u>0.00</u>	<u>0.00</u>	<u>865.73</u>	<u>100.00%</u>
5100	Unemployment	<u>316.87</u>	<u>0.00</u>	<u>0.00</u>	<u>316.87</u>	<u>100.00%</u>
	Insurance					
5110	Workers	<u>80.74</u>	<u>0.00</u>	<u>0.00</u>	<u>80.74</u>	<u>100.00%</u>
	Compensation					
5115	Insurance Health	<u>1,297.01</u>	<u>0.00</u>	<u>0.00</u>	<u>1,297.01</u>	<u>100.00%</u>
5116	Insurance Health	<u>722.44</u>	<u>0.00</u>	<u>0.00</u>	<u>722.44</u>	<u>100.00%</u>
	CoPay Medical					
5120	Dental	<u>78.32</u>	<u>0.00</u>	<u>0.00</u>	<u>78.32</u>	<u>100.00%</u>
5200	Insurance Health	<u>191.16</u>	<u>0.00</u>	<u>0.00</u>	<u>191.16</u>	<u>100.00%</u>
	Savings Account					

Texoma Council of Governments
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 1/1/2022 Through 12/31/2022


5201	Insurance Heath Reimbursement Account	91.15	0.00	0.00	91.15	100.00%
5210	Insurance Life	14.10	0.00	0.00	14.10	100.00%

20 - Client
Services

20 - Housing
&
Development

63000 -
Texas Assc
of
Community
Action
Agencies

		<u>Total Budget</u>	<u>Current Period Actual</u>	<u>Project-to- Date Actual</u>	<u>Budget Balance</u>	<u>Percent Total Budget Remaining - Original</u>
5230	Employee Assistance Program	9.07	0.00	0.00	9.07	100.00%
5231	Fraud Hotline	3.99	0.00	0.00	3.99	100.00%
5240	Retirement	792.17	0.00	0.00	792.17	100.00%
5910	Indirect G&A	4,729.92	0.00	0.00	4,729.92	100.00%
6000	Advertising	1,000.00	0.00	0.00	1,000.00	100.00%
6135	Copier Expense	150.00	0.00	0.00	150.00	100.00%
6314	IT Direct Bill	500.00	0.00	0.00	500.00	100.00%
6540	Software-Licensing-	600.00	0.00	0.00	600.00	100.00%
	Maint					
6570	Supplies	3,000.01	0.00	0.00	3,000.01	100.00%
6614	Travel	<u>4,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,000.00</u>	<u>100.00%</u>
	Total Program	<u>29,759.41</u>	<u>0.00</u>	<u>0.00</u>	<u>29,759.41</u>	<u>100.00%</u>
	Support					
	Total EXPENSES	<u>227,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>227,500.00</u>	<u>100.00%</u>
	NET INCOME/LOSS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>

TO: TCOG Governing Board
THRU: Judy Fullylove, Energy Services Department Director 
FROM: Evan Brown, Weatherization Program Manager- **EB**
DATE: February 17, 2022
RE: Texas New Mexico Low Income Weatherization Program Agreement (Frontier Energy)

RECOMMENDATION

Approve the 2022 contract with TNMP for weatherization to serve Texas New Mexico qualified customers.

BACKGROUND

TNMP funding provides weatherization services to reduce the energy consumption and energy costs for low-income customers of TNMP using existing service delivery systems of the federally funded Weatherization Assistance Programs (WAPs).

The program addresses and provides saving measures such as: air-infiltration, heat pumps and insulation in accordance with the required National Energy Audit Test (NEAT).

The program is available to both owner-occupied and rent-occupied units in TNMP service areas of Marion, Morris, Bowie, Camp, Cass, Collin, Cooke, Delta, Denton, Fannin, Franklin, Grayson, Hunt, Lamar, Rains, Red River, Rockwall, Titus Counties.

DISCUSSION

Up to \$7,541.00 per home can be utilized to provide weatherization applications to homes of qualified clients living in ONCOR service areas. This funding can be leveraged with LIHEAP and DOE funds to achieve the highest impact possible for low-income clients. Funding will provide services for approximately 4 homes. TCOG Weatherized 3 units in previous year. The contract period is January 1, 2022 to December 31, 2022

BUDGET

Total budget amount is \$15,000 to be used for Labor, Materials, Program Support, & Administration.

PARTICIPATION AGREEMENT
TEXAS-NEW MEXICO POWER COMPANY (“UTILITY”)
LOW INCOME WEATHERIZATION PROGRAM
ADMINISTERED BY FRONTIER ENERGY, INC.
PROGRAM YEAR 2022

- 1.0 This Participation Agreement is between Frontier Energy, Inc., hereinafter known as Frontier, and TEXOMA Council of Governments, hereinafter known as the Participant or Agency, who seeks to participate in the Low Income Weatherization Program.

Whereas Frontier has been engaged by Texas-New Mexico Power Company (“TNMP”, “Utility”), a Texas corporation, to deliver energy efficiency services to certain income-qualified electric distribution customers via the Low Income Weatherization Program (the “Program”); and

Whereas, Frontier desires to permit Participants to receive incentive payments for eligible energy efficiency measures and services installed or performed at eligible residential properties as described in the current Program Manual, and Participant desires access to such incentives:

- 2.0 Referenced Documents. All Work shall be accomplished in accordance with this Participation Agreement, the current Program Manual and any other program information or updates provided by Frontier to Participant via the program website, program-related documents and forms, or other communication from Frontier or Utility staff, and the current version of the Texas TRM.
- 3.0 Intellectual Property Rights. This Participation Agreement does not convey ownership or any intellectual property rights to work product that Frontier developed, in whole or in part, prior to this agreement.
- 4.0 Frontier Energy. Frontier Energy is solely responsible for directing Participants for all services required for the implementation of the Program in conformance with established guidelines and may, at its sole discretion, adjust any compensation requested to comply with the Program guidelines.
- 5.0 Liability. Notwithstanding any other provisions in this agreement to the contrary, the liability of Frontier with respect to this Participation Agreement shall not exceed the total price of this agreement, whether remedy is sought in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory. In no event shall Frontier be liable to Participant in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory for any special, indirect, incidental, or consequential damages, such as but not limited to loss of anticipated profits or revenue, loss of use or non-operation, or increased expense of operation.
- 6.0 Term. The term of this Agreement shall end on December 31, 2022, unless extended per mutual written consent by Frontier and Participant. All Authorized Work shall be completed by November 30, 2022, unless a modified timetable is agreed to in writing by both parties.

- 7.0 Funding Allocation. Participant's funding allocation for the current program year is indicated in ehomepower. This allocation shall cover all costs of determining participant eligibility, conducting assessments, installing eligible measures, and agency administrative incentives. The Agency is wholly responsible for managing its allocation to ensure it does not overspend during the program year. This allocation may be increased or decreased after periodic reviews of the agency's progress toward completing performance milestones are completed; changes to the agency's allocation will be communicated via email to the agency's contact listed in section 31.0, and updated in ehomepower.
- 8.0 Performance Milestones. Participants must demonstrate they are on track to spend the funding allocated to them in a timely manner. Frontier will review Participant progress throughout the program year, and may increase or decrease a Participant's allocation depending on such progress. Agency performance toward meeting program milestones will be reviewed by TNMP on or about May 1 and August 1 each program year. Agencies generally are expected to have invoiced for at least 25% of their budget allocation by May 1 and 75% by August 1. Agencies that are behind these milestones may have their allocations reduced for the remainder of the program year. Frontier shall notify Participants of any changes to a Participant's allocation in writing to the Participant.
- 9.0 Customer Outreach and Eligibility Determination. Agency will utilize its own resources to identify eligible customers, and shall verify income eligibility using eligibility verification procedures outlined in Texas Administrative Code (TAC) Rules for Energy Assistance Programs. Agency will verify that the customer premise is in the electric distribution service territory of Utility by obtaining the ESI ID number or meter ID number from the customer and inputting this number into the program database.
- 10.0 Assessments. For customers determined to be eligible using the procedures outlined in Section 9.0, Agency shall conduct an assessment using the National Energy Audit Tool (NEAT audit) to determine the applicability and Savings-to-Investment (SIR) ratio for each eligible energy efficiency measure listed in the Program Manual, unless the measure is pre-approved by Frontier. This assessment will include a blower door and duct blaster test wherever applicable. As part of the assessment, the Agency is responsible for verifying that the health and safety of customers will not be impacted by the installation of any of the above measures. This may include, but is not limited to: conducting lead-safe renovation practices in accordance with US EPA regulations; and verifying pre- and post-installation carbon monoxide levels and pre- and post-installation ventilation rates.
- 11.0 Assessment Incentive. The incentive for conducting assessments is based on performance of the NEAT Audit (including pre- and post-installation blower door test and, if applicable, pre- and post-installation duct leakage measurement), or on use of the multifamily priority list. Incentives, and any limits thereon, are as described in the current year's Program Manual.
- 12.0 Determination of Measures to be Installed. The NEAT audit will be configured with measure cost, weather, and Utility rate data specific for the Program. The NEAT audit will be used to determine which measures are eligible to be installed, up to the maximum per-home expenditure as stated in the current Program Manual. Agency shall input measure data from measures recommended by the NEAT audit into the program database. The program database will be used to calculate and track assessment incentives, measure installation costs and administrative payments.

- 13.0 Work Order Submittal. Agency shall submit work orders via the program database. Work orders shall consist of a list of homes for which an assessment has been completed, including installation cost and savings estimates. Agency shall upload a copy of the Income Verification Form and a copy of the NEAT audit report via the program database before work order submittal.
- 14.0 Work Order Payment. Frontier shall provide payment for properly-submitted work orders within thirty calendar days of submittal. Work order payment shall include payment for the assessment, plus estimated installation costs for program measures.
- 15.0 Installation of Measures. Agency shall perform and/or coordinate the installation activities, as well as any required post-installation services, such as installation verifications and the recycling or disposal of old appliances. All work shall be performed in a workmanlike manner, consistent with industry and TDHCA measure installation standards. Agency shall complete all required services and input updated measure installation data for each home included in a work order within forty-five (45) calendar days of work order submittal.
- 16.0 Installation Reporting. Agency shall update installation data and upload a copy of the Customer Certification Form using the Program database for each home as soon as measures are installed. For homes where the air infiltration measure is included, a post-installation manometer reading photo must be uploaded.
- 17.0 Agency Administration Incentive. The program database will include in the installation report the installation costs, using the updated measure installation data, plus the Agency's administration incentive, which is eight percent (8%) of the measure installation costs.
- 18.0 Reconciliation of Work Order and Installation Report. In consideration of satisfactory performance of the work as outlined above, Frontier will reconcile the total amount due on the installation report against the corresponding work order payment. Any amount over or under paid shall be credited against or added to the amount requested on the next work order submitted after this installation report, or in the case of work completed near the end of Agreement Term, within 30 days.
- 19.0 On-Site Inspections. Agency shall inform all customers that follow-up on-site inspections and/or surveys may be required by Frontier, the Texas Evaluation, Measurement and Verification team, the sponsoring utility, or third-parties operating on their behalf . While rare, a single customer may be required to have multiple inspections from different parties. These inspections are aimed at validating that all program process and requirements are fully met.
- 20.0 Sales Taxes. Participants are responsible for payment of all sales taxes. Applicable state and local sales tax should be added to the prices submitted for all measures and services.
- 21.0 Independence of Participants. Participant shall be fully responsible for its own acts and omissions in addition to the acts and omissions of its affiliates, directors, officers, employees, and subcontractors, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Participation Agreement requirements. Frontier shall not be responsible for the payment of any sums to any of the Participant's subcontractors or suppliers.

- 22.0 Standards, Codes, Laws and Regulations. Participants shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Work covered by this Agreement.
- 23.0 Background Checks. Participants shall be responsible for conducting criminal background checks on all personnel who will be working in the home or on the property of any customer who is participating in the Program. Any records matching any assigned personnel to the Texas Department of Public Safety criminal history file, sex offender registration or other name- based files shall be reported immediately to Frontier.
- 24.0 Insurance. Participant represents and agrees that it and its subcontractors will carry and provide proof of all required insurance as stated in the Program Manual throughout the term of the Agreement.
- 25.0 Termination for Cause. If Participant fails to perform a material term or condition of this Agreement, and fails to cure such default within 30 calendar days after receipt of written Notice of Default and Termination from Frontier, Frontier may declare this Agreement terminated, effective on the last day of said notice period ("Termination Date"). Participant shall be paid for all undisputed work performed prior to the Termination Date, which payment shall not be unreasonably withheld. Grounds for termination for cause include, but are not limited, to the following situations:
- the failure, refusal or inability of the Participant to perform any material aspect of the Authorized Work in accordance with this Participation Agreement (except as specified in Section 39, "Force Majeure"); or
 - Participant has become insolvent, has exhibited a pattern of failure to pay its bills, or has had checks for payment of its bills returned from suppliers and subcontractors due to insufficient funds; or
 - a court of law has enjoined Participant from performing the Authorized Work; or
 - In Frontier's reasonable judgment, the Authorized Work will not be completed within the specified time and/or budget and Frontier has reasonably requested Participant to take steps necessary to accomplish the required progress and completion and/or cost containment, and Participant has failed to do so; or
 - Participant has misused the corporate name, brand, or logo associated with Utility or Frontier.
- 26.0 Termination for Convenience. Notwithstanding anything to the contrary, Frontier reserves the right to terminate or suspend this contract at any time, for any reason. If, however, after consulting with Frontier, it is Participant's opinion that any of the Work is in a state such that interruption thereof would result in substantially increased costs upon resumption of the Work, Participant, with Frontier's written concurrence, may complete that portion of the Work.

Participant shall resume any of the Work so interrupted, suspended or delayed when directed to do so by Frontier, provided, however, that the schedule and the time for performance shall be revised by a period of time reasonably necessary to overcome the effect of the interruption, suspension or delay. Other provisions of this Agreement, such as the delivery dates and terms of payment, will also be adjusted if necessary and as appropriate. Participant shall make every reasonable effort to minimize any additional expense pursuant to this Section.

Participant may terminate the terms of this agreement without cause upon forty-five (45) days written notice to Frontier. Failure to provide such notice will maintain the agreement in full effect with all provisions included herein.

- 27.0 Reporting. Participant will provide data and required documentation, either by inputting or uploading required documents to the Program database, as specified in this Participation Agreement.
- 28.0 Records and Audit. Participant's records, correspondence, procedures and practices and any other supporting evidence relating to this Agreement (all of the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Frontier or its authorized representative to the extent necessary to adequately permit evaluation and verification of customer eligibility forms, income documentation, customer agreement, and other Program documentation. Frontier or its authorized representative shall have access to said Records from the effective date of this Agreement, for the duration of the Work and until three (3) years after the date of final payment by Frontier to Participant pursuant to this Agreement.
- 29.0 Use of Name. Participant may not use Utility's or Frontier's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers for participation in its project, without Utility's or Frontier's prior written consent.
- 30.0 Publicity. Information relating to this Agreement may be released for publication and/or advertising only with the prior written approval of Frontier. Participant is expressly prohibited from using Utility's or Frontier's name in any publication, advertising, or promotion without written approval Utility's and Frontier' prior written consent.
- 31.0 Indemnity. Participant agrees to indemnify, defend, and hold harmless, Frontier and Utility their officers, directors, employees, agents and independent contractors, and each of Utility's affiliates and each of their respective officers, directors, employees, agents and independent contractors from and against any and all liabilities resulting from third party claims for loss, damage, or injury to persons or property ("Liabilities") arising from the negligence or misconduct of Participant, its affiliates, directors, officers, employees, and subcontractors.
- 32.0 Infringement Protection. Participant represents to Frontier and Utility that the material prepared under this Agreement will not infringe on the copyright, patent, or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Participant agrees to indemnify and hold Frontier and Utility, harmless from and against all liabilities, costs and damages arising out of such infringement, as well as claims of infringement. Participant further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney's incentives incurred by Frontier or Utility in defense of such a suit.
- 33.0 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Frontier:

Name: Steve Wiese

Title: Director

Frontier Energy

1515 S Capital of Texas Hwy

Participant:

Name:

ERIC M. BRIDGES

Title:

EXECUTIVE DIRECTOR

Company:

TECO

Street Address 1: 1117 Gallagher Dr. #470

Ste. 110
Austin, TX 78746-6544
swiese@frontierenergy.com

Street Address 2:
City/State/ZIP: Sherman Tx 75090
Email: ebridges@fcog.com

Such information may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

- 34.0 Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the Authorized Work, and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby. There are no oral representations or agreements between the parties.
- 35.0 Time is of the Essence. The Parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this Agreement, payments being withheld, or other contractual modifications.
- 36.0 No Waiver. The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in duly force and effect.
- 37.0 Applicable Law. This Agreement shall be governed by the laws of the State of Texas, without application of its conflict of laws provisions. Venue shall lie exclusively in the state courts of Harris County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas (PUCT), in which case the proper venue and jurisdiction will be at the PUCT.
- 38.0 Assignment Prohibited. This Agreement may not be assigned without the written consent of Frontier. Arrangements between Participants and subcontractors which result in the assumption of substantial contractual obligations by the Participant shall be considered as an assignment, and shall be subject to the provisions of this paragraph.
- 39.0 Modification. This Agreement may not be modified except by written agreement.
- 40.0 Severability. If any term or provision of this Participation Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Participation Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- 41.0 Force Majeure. Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this Section, Force Majeure is defined as: Acts of war and acts of God such as earthquakes, floods and other natural disasters, or actions of others, including but not limited to strikes, lockouts or other industrial disturbance, not within the control or arising from the fault of the Party claiming Force Majeure.
- 42.0 No Joint Enterprise. Each party shall perform its obligations under this Agreement as an independent Participant, and nothing contained herein shall be deemed to create, nor does it create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

43.0 Attorney's Fees. In the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, the prevailing Party in such legal action or proceeding shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable in-house and outside attorneys' fees.

AGREED as of Feb 7, 2022.

Frontier Energy, Inc.

By: _____
Name: Steve Wiese
Title: Director

Participant

By: Erin M. Bridges
Name: _____
Title: EXECUTIVE DIRECTOR

Texoma Council of Governments
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 1/1/2022 Through 12/31/2022

61500 -
Frontier

20 - Housing
&
Development

		<u>Total Budget</u>	<u>Current Period Actual</u>	<u>Project-to-Date Actual</u>	<u>Budget Balance</u>	<u>Percent Total Budget Remaining - Original</u>
REVENUES						
000	None					
4020	Local Revenue	<u>15,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(15,000.00)</u>	<u>(100.00)%</u>
	Total REVENUES	<u>15,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(15,000.00)</u>	<u>(100.00)%</u>
EXPENSES						
220	Admin					
6314	IT Direct Bill	0.00	0.41	0.41	(0.41)	0.00%
540	Labor					
6560	Subcontract	5,332.29	0.00	0.00	5,332.29	100.00%
641	Material					
6560	Subcontract	7,998.43	0.00	0.00	7,998.43	100.00%
680	Other					
5240	Retirement	37.50	0.00	0.00	37.50	100.00%
685	Program Support					
5000	Salaries	535.66	10.03	10.03	525.63	98.13%
5010	Salary Longevity	0.00	0.11	0.11	(0.11)	0.00%
5090	FICA/Medicare	40.98	0.78	0.78	40.20	98.10%
5100	Unemployment	15.00	0.28	0.28	14.72	98.13%
	Insurance					
5110	Workers Compensation	4.66	0.09	0.09	4.57	98.07%
5115	Insurance Health	83.16	1.51	1.51	81.65	98.18%
5120	Dental	3.37	0.07	0.07	3.30	97.92%
5200	Insurance Health Savings Account	12.91	0.23	0.23	12.68	98.22%
5210	Insurance Life	0.61	0.01	0.01	0.60	98.36%
5230	Employee Assistance Program	0.21	0.00	0.00	0.21	100.00%
5231	Fraud Hotline	0.09	0.00	0.00	0.09	100.00%
5240	Retirement	0.00	0.70	0.70	(0.70)	0.00%
5910	Indirect G&A	220.15	4.14	4.14	216.01	98.12%

Texoma Council of Governments
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 1/1/2022 Through 12/31/2022

6000	Advertising	50.00	0.00	0.00	50.00	100.00%
6420	Postage	25.00	0.00	0.00	25.00	100.00%
6540	Software-Licensing-	15.00	0.01	0.01	14.99	99.93%
	Maint					
61500 - Frontier						
20 - Housing & Development						
		<u>Total Budget</u>	<u>Current Period Actual</u>	<u>Project-to-Date Actual</u>	<u>Budget Balance</u>	<u>Percent Total Budget Remaining - Original</u>
6570	Supplies	499.98	0.03	0.03	499.95	99.99%
6614	Travel	<u>125.00</u>	<u>0.28</u>	<u>0.28</u>	<u>124.72</u>	<u>99.78%</u>
	Total EXPENSES	<u>15,000.00</u>	<u>18.68</u>	<u>18.68</u>	<u>14,981.32</u>	<u>99.88%</u>
	NET INCOME/LOSS	<u>0.00</u>	<u>(18.68)</u>	<u>(18.68)</u>	<u>(18.68)</u>	<u>0.00%</u>

TO: TCOG Governing Board
FROM: Mindi Jones, Finance Director *MJ*
DATE: February 17, 2022
RE: FYE 2022 Cost Pool Budgets Update

RECOMMENDATION

Accept recommendation, if any, regarding TCOG's FYE 2022 Cost Pool Budgets.

BACKGROUND

Each month the Governing Board is presented with a status update of the prior month and current (unreconciled) fiscal year budgets for the indirect cost allocation pool and the central service IT pool and afforded the opportunity to make desired changes to the general and administrative indirect cost allocation rate or the central service IT rate as conditions warrant.

DISCUSSION

The following documents are attached: prior month updated Statement of Proposed Indirect Cost for FYE 4/30/2022 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, Statement of Central Service IT Costs for FYE 4/30/2022 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance.

BUDGET

No rate changes are recommended at this time.

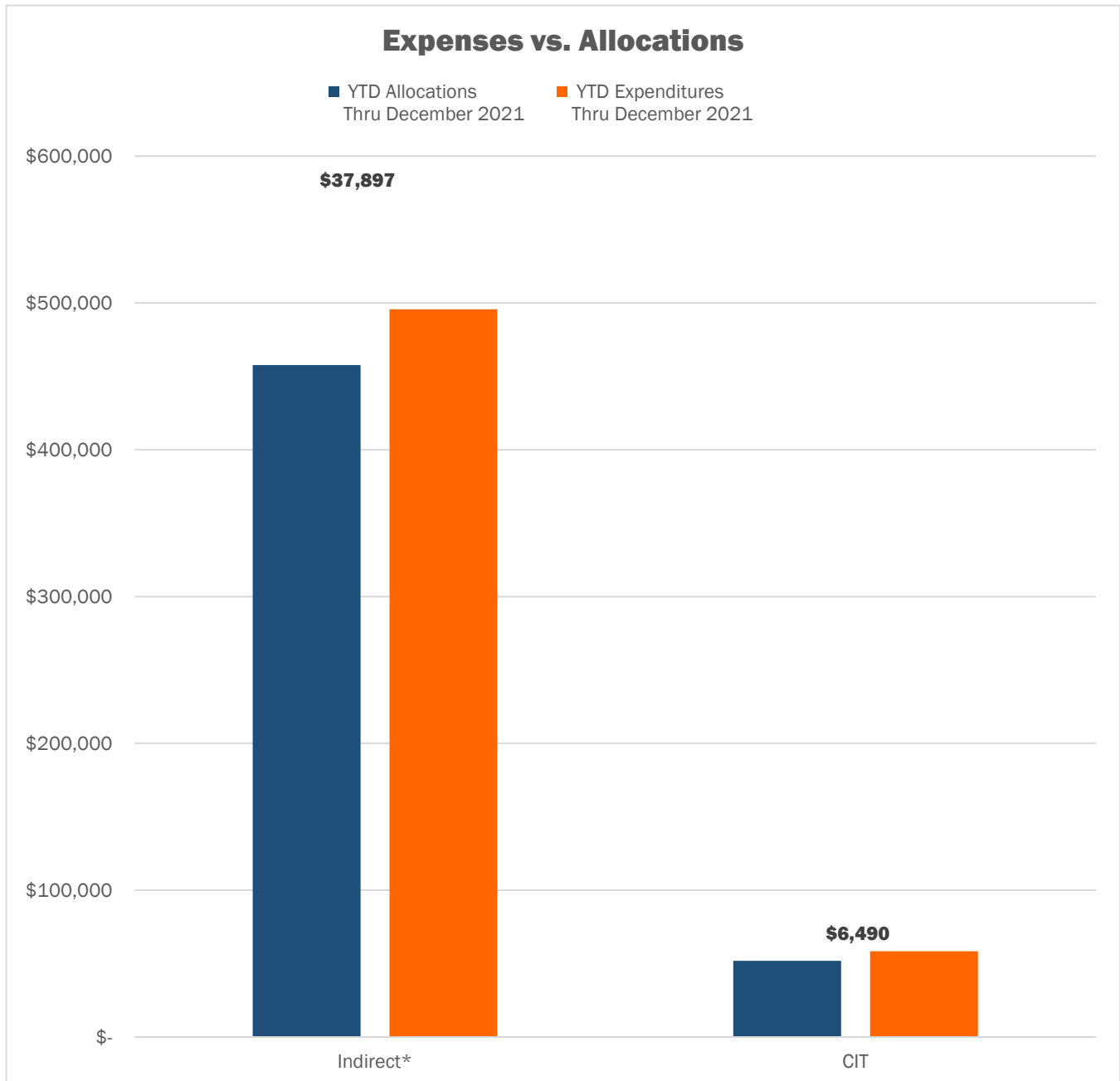
100 - General - 33.3%
 10 - Finance and Administration
 10000 - Indirect Pool
 12/01/2021 - 12/31/2021

	Current Month				% of Budget
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
REVENUE					
Mortgage					
Interest Income	\$ -	\$ 7.18	\$ 39.64	\$ 39.64	0.00%
Total INDIRECT SALARY	\$ -	\$ 7.18	\$ 39.64	\$ 39.64	0.00%
INDIRECT SALARY					
Indirect Salary					
Salaries	\$ 346,684.00	\$ 40,032.41	\$ 221,293.26	\$ 125,390.74	36.17%
FICA/Medicare	\$ 26,521.29	\$ 3,102.71	\$ 17,132.91	\$ 9,388.38	35.40%
Unemployment Insurance	\$ 433.80	\$ 85.25	\$ 1,473.61	\$ (1,039.81)	(239.70)%
Workers Compensation	\$ 1,268.47	\$ 166.02	\$ 902.50	\$ 365.97	28.85%
Insurance Health	\$ 14,867.58	\$ 2,522.78	\$ 12,911.94	\$ 1,955.64	13.15%
Insurance Health Copay Medical	\$ 25,834.32	\$ 1,946.46	\$ 11,029.94	\$ 14,804.38	57.31%
Dental	\$ 1,622.41	\$ 176.94	\$ 882.05	\$ 740.36	45.63%
Insurance Health Savings Account	\$ 2,590.20	\$ 391.56	\$ 2,004.08	\$ 586.12	22.63%
Insurance Health Retirement Accou	\$ 2,349.55	\$ 191.88	\$ 1,087.32	\$ 1,262.23	53.72%
Insurance Life	\$ 340.29	\$ 27.30	\$ 165.56	\$ 174.73	51.35%
Employee Assistance Program	\$ 111.05	\$ -	\$ 111.08	\$ (0.03)	(0.03)%
Retirement	\$ 24,191.41	\$ (2,119.78)	\$ (16,798.22)	\$ 40,989.63	169.44%
Total INDIRECT SALARY	\$ 446,814.37	\$ 46,523.53	\$ 252,196.03	\$ 194,618.34	43.56%
CONTRACTED SERVICES					
Janitorial	\$ 13,608.00	\$ 1,133.72	\$ 9,069.76	\$ 4,538.24	33.35%
Lawn Service	\$ 2,988.00	\$ 248.86	\$ 1,990.88	\$ 997.12	33.37%
Pest Control	\$ 541.00	\$ 224.68	\$ 540.38	\$ 0.62	0.11%
Total CONTRACTED SERVICES	\$ 17,137.00	\$ 1,607.26	\$ 11,601.02	\$ 5,535.98	32.30%
PROFESSIONAL SERVICES					
Audit	\$ 25,680.00	\$ 25,680.00	\$ 25,680.00	\$ -	0.00%
Consultant	\$ 16,500.00	\$ -	\$ 10,521.25	\$ 5,978.75	36.23%
Employee Benefit Consultant	\$ 10,033.00	\$ 4,300.00	\$ 4,300.00	\$ 5,733.00	57.14%
Legal	\$ 8,000.00	\$ 600.00	\$ 4,550.00	\$ 3,450.00	43.13%
Other	\$ -	\$ 339.20	\$ 5,490.05	\$ (5,490.05)	0.00%
Total PROFESSIONAL SERVICES	\$ 60,213.00	\$ 30,919.20	\$ 50,541.30	\$ 9,671.70	16.06%
UTILITIES					
Electric	\$ 62,868.00	\$ 5,605.23	\$ 48,707.62	\$ 14,160.38	22.52%
Natural Gas	\$ 21,120.00	\$ 4,114.81	\$ 19,251.43	\$ 1,868.57	8.85%
Sanitation	\$ 1,788.00	\$ 146.29	\$ 1,207.19	\$ 580.81	32.48%
Water	\$ 3,420.00	\$ 160.10	\$ 1,806.14	\$ 1,613.86	47.19%
Total UTILITIES	\$ 89,196.00	\$ 10,026.43	\$ 70,972.38	\$ 18,223.62	20.43%
OTHER					
Training & Travel	\$ 12,100.00	\$ -	\$ 4,619.33	\$ 7,480.67	61.82%
Advertising	\$ -	\$ -	\$ 815.04	\$ (815.04)	0.00%
Copier Expense	\$ 1,380.00	\$ 173.80	\$ 2,918.70	\$ (1,538.70)	(111.50)%
Depreciation	\$ 60,000.00	\$ 5,000.00	\$ 40,000.00	\$ 20,000.00	33.33%
Dues/Subscriptions	\$ 11,250.00	\$ -	\$ 11,150.04	\$ 99.96	0.89%
Insurance	\$ 7,300.00	\$ -	\$ 7,934.30	\$ (634.30)	(8.69)%
Postage	\$ 2,000.00	\$ 51.39	\$ 525.97	\$ 1,474.03	73.70%
Printed Material	\$ 1,620.00	\$ -	\$ 631.59	\$ 988.41	61.01%
Building Maintenance	\$ 32,000.00	\$ 595.96	\$ 27,229.96	\$ 4,770.04	14.91%

	Current Month				% of Budget
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
Elevator Maintenance	\$ -	\$ 538.00	\$ 4,308.11	\$ (4,308.11)	0.00%
Training & Travel	\$ 8,400.00	\$ 969.24	\$ 5,810.23	\$ 2,589.77	30.83%
Supplies	\$ 13,000.00	\$ 380.61	\$ 4,407.12	\$ 8,592.88	66.10%
Total OTHER	\$ 149,050.00	\$ 7,709.00	\$ 110,350.39	\$ 38,699.61	25.96%
Total INDIRECT	\$ 762,410.37	\$ 96,785.42	\$ 495,661.12	\$ 266,749.25	34.99%
YTD Budget			\$ 508,273.58		
REIMBURSEMENT					
Allocation Indirect Expense	\$ 712,396.00	\$ 53,813.53	\$ 457,724.44	\$ 254,671.56	35.75%
Total REIMBURSEMENT	\$ 712,396.00	\$ 53,813.53	\$ 457,724.44	\$ 254,671.56	35.75%
YTD Budget			\$ 474,930.67		
CENTRAL IT					
IT-Voice & Data Service	\$ 11,652.00	\$ 1,038.27	\$ 8,103.47	\$ 3,548.53	30.45%
IT-Hardware	\$ 3,050.00	\$ -	\$ 4,033.10	\$ (983.10)	(32.23)%
Network Professional Services	\$ 52,986.00	\$ 4,426.00	\$ 37,883.32	\$ 15,102.68	28.50%
Software-Licensing-Maint	\$ 18,552.00	\$ 29.98	\$ 8,364.70	\$ 10,187.30	54.91%
Total EXPENSES	\$ 86,240.00	\$ 5,494.25	\$ 58,384.59	\$ 27,855.41	32.30%
YTD Budget			\$ 57,493.33		
REIMBURSEMENT					
Allocation CIT Expense	\$ 86,240.00	\$ 9,433.66	\$ 51,894.37	\$ 34,345.63	39.83%
Total REIMBURSEMENT	\$ 86,240.00	\$ 9,433.66	\$ 51,894.37	\$ 34,345.63	39.83%
YTD Budget			\$ 57,493.33		

FYE 2021 YTD Indirect and CIT Budgets

	FY 2021 Approved Budget	YTD Allocations Thru December 2021	YTD Expenditures Thru December 2021	Budget Balance	% of Budget Remaining	Under/(Over)
Indirect*	\$ 712,396	\$ 457,724	\$ 495,661	\$ 216,735	30.42%	\$ 37,897
CIT	86,240	51,894	58,385	27,855	32.30%	6,490
Total	\$ 798,636	\$ 509,619	\$ 554,046	\$ 244,590	30.63%	\$ 44,387



*Includes Year-to-Date Depreciation Expense Estimate

Texoma Council of Governments
Financial Information
Balance Sheets for the Fiscal Years Ended:

	Prior Year (12/31/2020)	Prior Month Not Reconciled to Audit (12/31/2021)	Year-to-Date Change (\$)	Change (%)	Current Month Not Reconciled 1/31/2022)	Notes
ASSETS						
Current Assets						
Cash in Bank General	(347,401)	73,463	420,864	-121.15%	78,040	We are holding a check in the amt of \$244,400 for RI Radio waiting for reimb before releasing
Cash in Bank TCEQ	14,550	0	(14,550)	-100.00%	0	Program is gone
Cash in Bank Local	156,113	110,355	(45,758)	-29.31%	110,355	Had to transfer \$150,000 to cover expenses just a timing issue. Will transfer back
Cash in Bank 911	398,358	199,855	(198,503)	-49.83%	301,588	
Cash in Bank FSS	120,553	109,813	(10,740)	-8.91%	113,062	Down due to Forfeitures
Cash in Bank Section 8	202,216	146,664	(55,552)	-27.47%	153,457	Using reserve dollars
Texpool Investment Acct	333,332	273,748	(59,584)	-17.88%	273,748	Transferred \$59249 to general fund
Accounts Receivable	1,417,030	1,017,565	(399,465)	-28.19%	172,588	End of the month rec are not posted yet
Travel Advance	0	0	0	0.00%	0	Starting to travel again
Prepaid Items	10,235	8,297	(1,938)	-18.94%	8,297	
Due From	1,125,077	2,048,122	923,045	82.04%	2,187,244	
Other Assets	45,130	(44,824)	(89,954)	-199.32%	(44,824)	Cost Pool closeout *Amount will not change until yearend JE has been made but not finalized
Total Current Assets	3,475,193	3,943,058	467,865	13.46%	3,353,555	
Fixed Assets						
Building & Improvements	2,791,012	2,806,012	15,000	0.54%	2,806,012	*Amount changed with yearend entry Entry made but not finalized
Furniture, Vehicles & Other Equipment	3,061,714	3,684,473	622,759	20.34%	4,025,788	*Amount changed with yearend entry - PSAP equipment
Accumulated Depreciation	(3,473,148)	(3,713,117)	(239,969)	6.91%	(3,724,495)	*Amount changed with yearend entry- Entry made but not finalized
Total Fixed Assets	2,379,578	2,777,368	397,790	16.72%	3,107,305	
Total ASSETS	5,854,771	6,720,426	865,655	14.79%	6,460,860	
LIABILITIES						
Accounts Payable	429,465	725,794	296,329	69.00%	670,948	Energy Payments \$477,141
Payroll Liability	(28,879)	(31,414)	(2,535)	8.78%	(26,576)	
FSS Escrow Liability	119,553	108,813	(10,740)	-8.98%	108,812	Down due to Forfeitures
Due To Due From Other Funds	1,125,077	2,048,122	923,045	82.04%	2,048,122	Close out of grants
Deferred Local Revenue - AAA	102,047	(8,257)	(110,304)	-108.09%	5,196	Def \$102,000 Sect 8 for REAC YE Cares
Accrued Compensated Absences	113,289	124,158	10,869	9.59%	124,158	*Amount will not change until yearend - YE entry has been made
Long Term Debt Building Payable	521,427	438,021	(83,406)	-16.00%	438,021	*Amount will not change until yearend - YE entry has been made
Total LIABILITIES	2,381,979	3,405,237	1,023,258	42.96%	3,368,681	
Fund Balance	3,472,792	3,315,189	(157,603)	-4.54%	3,092,179	

	Prior Year (12/31/2020)	Prior Month <i>Not</i> Reconciled to Audit (12/31/2021)	Year-to-Date Change (\$)	Change (%)	Current Month Not Reconciled 1/31/2022)	Notes
Total Liabilities & Fund Balance	<u>5,854,771</u>	<u>6,720,426</u>	<u>865,655</u>	<u>14.79%</u>	<u>6,460,860</u>	

Texoma Council of Governments
Financial Information
For the Fiscal and Month-to-Date Periods

	Prior Year Thru 12/31/2020	Current Year Thru 12/31/2021	Change (\$)	Change (%)	Current Year Not Reconciled (1/31/2022)	Notes
OPERATION REVENUE						
Grant Revenue	10,901,018	10,829,006	(72,012)	-0.66%	11,164,407	
Program Revenue	1,187,185	1,219,178	31,993	2.69%	1,234,870	
Investment Income	440	93	(347)	-78.86%	93	Down due to TexPool
<u>Total OPERATING REVENUE</u>	<u>12,088,643</u>	<u>12,048,277</u>	<u>(40,366)</u>	<u>-0.33%</u>	<u>12,399,371</u>	
Total Revenue	<u>12,088,643</u>	<u>12,048,277</u>	<u>(40,366)</u>	<u>-0.33%</u>	<u>12,399,371</u>	
EXPENDITURES						
Personnel Expenses	1,827,818	1,945,379	117,561	6.43%	2,184,212	
Program Expenses	378,113	252,932	(125,181)	-33.11%	268,447	IT direct, Misc, service rec awards, supplies, phone, in-kind expenses down due to COVID
Direct Services	7,963,460	8,425,632	462,172	5.80%	8,970,954	
Professional Fees	64,531	160,140	95,609	148.16%	160,576	
Interest Expense	16,836	13,970	(2,866)	-17.02%	15,601	Interest down paying more on principal
Occupancy	384,858	544,293	159,435	41.43%	558,515	
Conferences, Conventions, & Meetings	34,092	82,306	48,214	141.42%	84,106	
Printing & Publications	32,814	44,604	11,790	35.93%	44,604	
Dues & Subscriptions	16,605	19,811	3,206	19.31%	19,811	
Operations	102,055	108,341	6,286	6.16%	119,870	
Equipment	630,197	64,785	(565,412)	-89.72%	85,066	PSAP Equipment and annual maintenance
<u>Total EXPENDITURES</u>	<u>11,451,379</u>	<u>11,662,193</u>	<u>210,814</u>	<u>1.84%</u>	<u>12,511,762</u>	
Net Revenue Over Expenditures	<u>637,264</u>	<u>386,084</u>	<u>(251,180)</u>	<u>-39.42%</u>	<u>(112,392)</u>	
Depreciation	<u>51,336</u>	<u>40,000</u>	<u>(11,336)</u>	<u>-22.08%</u>	<u>45,000</u>	Estimated amount of depreciation for year-end entry
	<u>585,928</u>	<u>346,084</u>	<u>(239,844)</u>	<u>-17.33%</u>	<u>(157,392)</u>	