



## TCOG Governing Board

### Meeting Agenda

Presiding Location: 1117 Gallagher Drive, Sherman, Texas

April 21, 2022 – 5:30 p.m.

**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 March 24, 2022**

**G. Consent**

*All items on Consent Agenda are considered to be routine by the Council of Governments and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a member of the public so requests, in which event these items will be removed from the general order of business and considered in normal sequence.*

1. **FY22 Homeland Security Grant Program Resolution (RS):** Approve the FY22 Homeland Security Grant Program Resolution.  
**Stephanie Davidson, Public Safety Program Manager**
2. **FY22 Homeland Security Grant Project Prioritization and Procurement Procedures (RS):** Approve the FY22 Homeland Security Grant Project Prioritization and Procurement Procedures.  
**Stephanie Davidson, Public Safety Program Manager**
3. **Statewide Emergency Radio Infrastructure (SERI) Grant Resolution (RS):** Approve the Statewide Emergency Radio Infrastructure (SERI) Grant Resolution.  
**Stephanie Davidson, Public Safety Program Manager**
4. **FY22 State Homeland Security Program – Competitive National Priority Area Project (RS):** Approve the FY22 TCOG Cybersecurity Grant Application Resolution for the State Homeland Security Program's National Priority Area Grant Solicitation.  
**Stephanie Davidson, Public Safety Program Manager**
5. **2022 TCOG Criminal Justice Advisory Committee (CJAC) Members (RS):** Approve the 2022 TCOG Criminal Justice Advisory Committee (CJAC) Members.  
**Stephanie Davidson, Public Safety Program Manager**
6. **TCOG Criminal Justice Advisory Committee FY23 Grant Scoring/Prioritization Results (RS):** Authorize the submission to the Office of the Governor's Criminal Justice Division (CJD) recommendations and results from the TCOG Criminal Justice Advisory Committee (CJAC) FY23 grant scoring meeting.  
**Stephanie Davidson, Public Safety Program Manager**
7. **Quarterly Investment Report (AF):** Accept report of investments for the period January 1, 2022 through March 31<sup>st</sup>, 2022  
**Mindi Jones, Finance Director**

**H. Action**

1. **Byrd Fielder Livengood Charitable Trust Foundation Grant Proposal 2022 (AS):** Authorize submission and, if awarded, the acceptance of the Byrd Fielder Livengood Charitable Trust Foundation 2022 Grant Proposal of \$100,000.  
**Cara Lavender, Aging Services Director**

AS: Aging Services Department AF: Administration & Finance Department CS: Client Services Department ES: Energy Services RS: Regional Services  
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## TCOG Governing Board

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April 21, 2022 – 5:30 p.m.

2. **Low-Income Household Water Assistance Program (ES):** Approve the Low-Income Household Water Assistance Program (LIHWAP) from the Texas Department of Housing and Community Affairs. Contract #34210003695.  
**Judy Fullylove, Energy Services Director**
3. **Texoma Planning Region nominee for Texas Department of Agriculture (TDA) Statewide Unified Scoring Committee (AF):** Nominate a Texoma Planning Region representative to serve on Texas Department of Agriculture's CDBG Unified Scoring Committee.  
**Eric M. Bridges, Executive Director**
4. **FYE 2022 Cost Pool Budgets Update (AF):** Accept recommendation, if any, regarding TCOG's FYE 2022 Cost Pool Budgets.  
**Mindi Jones, Finance Director**
5. **FYE 2022 Cost Pool allocations (AF):** Accept recommendation, if any, regarding TCOG's FYE 2022 Cost Pool Budget Rate changes.  
**Mindi Jones, Finance Director**
6. **FYE 2023 Annual Financing Plan (AF):** With regard to the FYE 2023 Annual Financing Plan:
  - a. Authorize Amendment to Section 15.3.1. of TCOG's Personnel Policy Manual
  - b. Approve FTE and Salary Budget Authority;
  - c. Set the fixed, carry-forward Indirect Cost Rate;
  - d. Approve the proposed Membership Dues Schedule;**Mindi Jones, Finance Director**

I. **President's Report**

J. **Adjourn**

#### APPROVAL

**Eric M. Bridges, Executive Director**

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**Members Present:** Jeff Whitmire, James Thorne, Ken Keeler, Edwina Lane, Bryan Wilson, Juston Dobbs, Daniel Harrison, Nathan Caldwell, Karla Metzler (Zoom), Scott Neu (Zoom), Adam Arendt (Zoom)

**Members Absent:** H.L. Compton, Randy Moore

- A. Jeff Whitmire called the meeting to order at 5:31 p.m.
- B. James Thorne provided the invocation and Daniel Harrison led the pledges.
- C. Guests included: Cara Lavender, Judy Fullylove, Molly Guard, Mary Browning-Rodriguez, Kay Black, Rayleen Bingham, Sophia Pedraza, Beth Eggar, Evan Brown, Jason Brinkley, Clay Barnett, Ed Elam, Mindi Jones, Eric Bridges and Tonya Nyberg.
- D. There was no Public Comment
- E. **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 highlighted the recent donation to the HUD-VASH program.
  2. Ed Elam presented the 2022-2026 Texoma Region Coordinated Human Services Transportation Plan.
- F. Ken Keeler made a motion to approve the minutes for February 17, 2022. James Thorne seconded the motion. Motion carried unanimously.
- G. **Action**
  1. A motion was made by Bryan Wilson and seconded by Nathan Caldwell to accept the 2022-2026 Texoma Region Coordinated Human Services Transportation Plan. Motion carried unanimously.
  2. Jason Brinkley presented 3 recommendations regarding HVAC and Lighting & Control Systems improvements. A motion was made by Daniel Harrison and seconded by Nathan Caldwell to authorize E3 to proceed with application process for HVAC and Lighting & Control Systems improvements.
  3.
    - a. Edwina Lane motioned to authorize submission and, if awarded, acceptance of the Corporation for National and Community Service (CNCS) Foster Grandparent Program (FGP) Continuation Grant. Ken Keeler seconded the motion. Motion carried unanimously.
    - b. Bryan Wilson motioned to authorize submission and, if awarded, acceptance of the Corporation for National and Community Service (CNCS) Americorps Senior Renewal Grant for the Retired and Senior Volunteer Program (RSVP). Juston Dobbs seconded the motion. Motion carried unanimously.
  4.
    - a. Edwina Lane motioned to proclaim the month of April as Fair Housing Month in the Texoma region. Juston Dobbs seconded the motion. Motion carried unanimously.
    - b. Ken Keeler motioned to authorize the submission of the TCOG Section 8 Housing Annual PHA Plan. Edwina Lane seconded the motion. Motion carried unanimously.

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- c. Bryan Wilson motioned to authorize HUD Notification Letter and Resolution to accept voluntary transfer of Project-Based Vouchers from Plano Housing Authority effective July 1, 2022. Juston Dobbs seconded the motion. Motion carried unanimously.
5.
  - a. Nathan Caldwell motioned to approve the 2022 Community Services Block Grant Contract from Texas Department of Housing and Community Affairs (TDHCA); contract number 61220003659. Edwina Lane seconded the motion. Motion carried unanimously.
  - b. Juston Dobbs motioned to ratify contract extension, Amendment Number 3, for the 2021 Community Services Block Grant with Texas Department of Housing and Community Affairs (TDHCA); contract number 61210003466. Ken Keeler seconded the motion. Motion carried unanimously.
6.
  - a. Nathan Caldwell motioned to approve the 2021 CEAP Amendment No. 3 with TDHCA. Edwina Lane seconded the motion. Motion carried unanimously.
  - b. Bryan Wilson motioned to approve the 2022 CEAP contract with TDHCA. Edwina Lane seconded the motion. Motion carried unanimously.
7.
  - a. Ken Keeler made a motion to ratify contract amendment No. 4 for the 2021 LIHEAP-Weatherization with the Texas Department of Housing and Community Affairs. Juston Dobbs seconded the motion. Motion carried unanimously.
  - b. Juston Dobbs motioned to ratify contract amendment No. 5 for the 2021 LIHEAP-Weatherization with the Texas Department of Housing and Community Affairs. Ken Keeler seconded the motion. Motion carried unanimously.
  - c. Edwina Lane motioned to approve the Texas Department of Housing & Community Affairs (TDHCA) Low-Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program (WAP) contract. Daniel Harrison seconded the motion. Motion carried unanimously.
8. Daniel Harrison motioned to approve the Household Hazardous Waste event to be held on April 30, 2022 at TCOG. Edwina Lane seconded the motion. Motion carried unanimously.
9. Juston Dobbs made a motion to adopt, publish and authorize the submission of TCOG's FYE 2023 State Salary Schedule. Nathan Caldwell seconded the motion. Motion carried unanimously.
10. There was no action taken regarding TCOG's FYE 2022 Cost Pool Budgets.
11. There was no action taken regarding TCOG's allocation rates.

#### H. President's Report

1. Jeff Whitmire thanked the board for their attendance and willingness to reschedule the March Governing Board Meeting. Whitmire also encouraged board members to attend a Special Governing Board Meeting on April 14<sup>th</sup> at 3 p.m. for the purpose of reviewing and discussing the proposed FY2023 Financing Plan.

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I. Jeff Whitmire adjourned the meeting at 7:15 p.m..

APPROVAL



Eric M. Bridges, Executive Director

DRAFT

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**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Stephanie Davidson, Public Safety Program Manager *SD*  
**DATE:** 4/11/2022  
**RE:** FY22 Homeland Security Grant Program Resolution

## **RECOMMENDATION**

Approve the FY22 Homeland Security Grant Program Resolution

## **BACKGROUND**

TCOG staff and the TCOG Homeland Security Advisory Committee facilitate and execute the Homeland Security Funding Process with the Texas Office of the Governor (OOG), Homeland Security Grant Division (HSGD). This process includes stakeholders from the counties of Cooke, Fannin, and Grayson. Using state priority guidance, the TCOG HSAC plans and prioritizes projects for the Texoma region. Department of Homeland Security Funding includes the following funding streams: State Homeland Security Program (SHSP) and the Law Enforcement & Terrorism Prevention Activities (LETPA). The TCOG Homeland Security Advisory Committee (HSAC) membership consists of the three county judges in our region, the mayors of Bonham, Denison, Gainesville, and Sherman, and the emergency management coordinators from these seven jurisdictions. Committee activities and actions are conducted pursuant to published by-laws.

## **DISCUSSION**

Per requirements from the Office of the Governor Homeland Security Grant Division, the TCOG Board prior to grant award must execute the attached Resolution. This resolution designates TCOG's Executive Director as the authorized official for any FY22 Homeland Security Grants Division awarded projects.

## **BUDGET**

No Budget Impact

**WHEREAS**, The Texoma Council of Governments finds it in the best interest of the citizens of Cooke, Fannin, and Grayson Counties that the TCOG FY2022 SHSP Communications Project, SHSP Protection of Soft Targets Project, LETPA Intelligence and Information Sharing Project, LETPA Threat Screening, Search & Detection of Emerging Threats Project, and the 2023 Regional Planning Project be applied for an operated if awarded; and

**WHEREAS**, The Texoma Council of Governments agrees that in the event of loss or misuse of the Office of the Governor funds, The Texoma Council of Governments assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, The Texoma Council of Governments designates the Executive Director as the authorized official for the projects. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that The Texoma Council of Governments approves submission of the above listed grant applications for the FY2022 to the Office of the Governor.

Signed by:

Passed and Approved this \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year)

Grant Number: #2969008, 3124106, 4297902, 4298902, & 4299602



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Stephanie Davidson, Public Safety Program Manager *SD*  
**DATE:** 4/11/2022  
**RE:** FY22 Homeland Security Grant Project Prioritization and Procurement Procedures

## RECOMMENDATION

Approve the FY22 Homeland Security Grant Project Prioritization and Procurement Procedures

## BACKGROUND

TCOG staff and the TCOG Homeland Security Advisory Committee facilitate and execute the Homeland Security Funding Process with the Texas Office of the Governor (OOG), Homeland Security Grant Division (HSGD). This process includes stakeholders from the counties of Cooke, Fannin, and Grayson. Using state priority guidance, the TCOG HSAC plans and prioritizes projects for the Texoma region. Department of Homeland Security Funding includes the following funding streams: State Homeland Security Program (SHSP) and the Law Enforcement & Terrorism Prevention Activities (LETPA). The TCOG Homeland Security Advisory Committee (HSAC) membership is made up of the three county judges in our region, the mayors of Bonham, Denison, Gainesville, and Sherman, and the emergency management coordinators from these seven jurisdictions. Committee activities and actions are conducted pursuant to published by-laws.

## DISCUSSION

The TCOG HSAC met on February 2, 2022 to approve and prioritize the FY22 TCOG Regional Homeland Security Projects. See attached for project and prioritization information.

Participating agencies have historically used a local dealer for their communications needs. It is recommended by staff to purchase communications equipment through the HGAC Buy Cooperative which will result in delivery, installation, and support through our local authorized communications dealer in the area. TCOG Staff is requesting that the regular procurement policy of obtaining three bids be suspended for any communications project awarded. (See excerpt from policy below)

TCOG Policy: 35-02-01

4. TCOG may access the state purchasing system or other cooperative purchasing processes which have complied with a competitive bidding process when confirmation of lowest responsive bid is verified by three telephone bids.

Equipment from awarded projects will be purchased placed on permanent loan to the participating agencies the attached Memorandum of Understanding (MOU).



# Texoma COG Homeland Security Advisory Committee (HSAC)

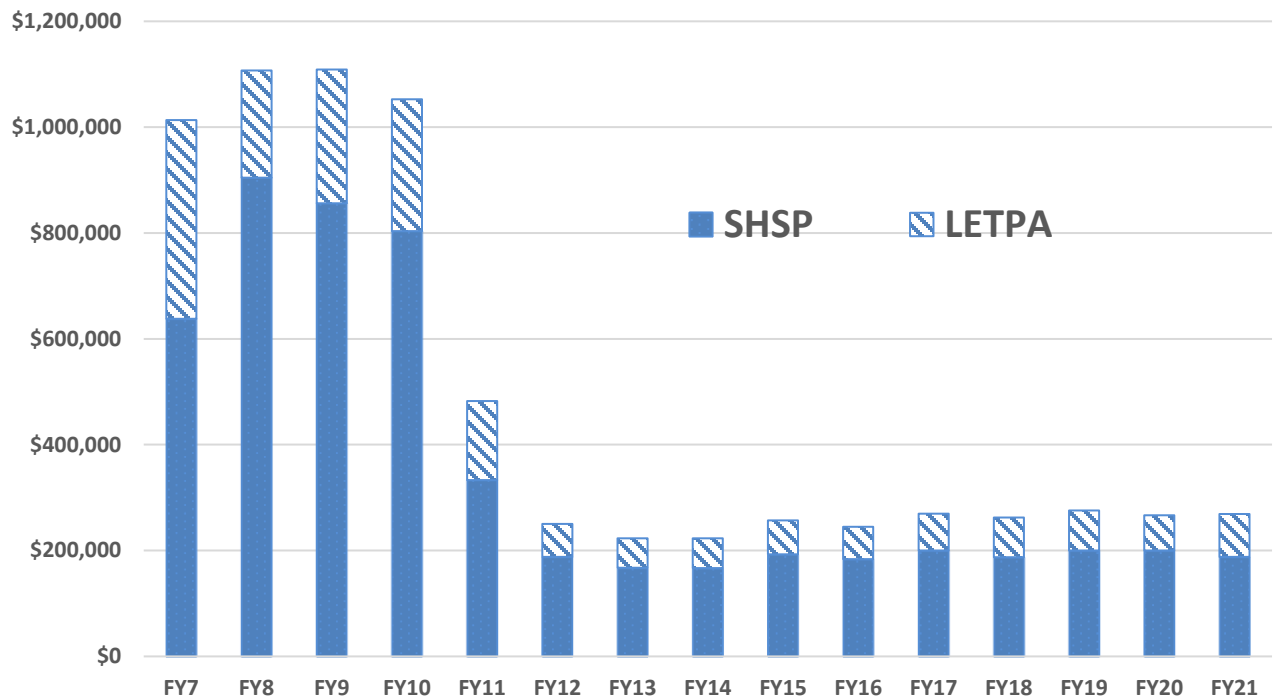
## FY22 SHSP/LETPA Project Prioritization Results

SHSP-State Homeland Security Program      LETPA-Law Enforcement Terrorism Prevention Activities

(Amount is based on HSGD FY22 estimated allocation to Texoma Region = \$199,000)

Project Title	SHSP	LETPA	Investment Category (Priority Area)	HSAC Priority (1-5)
<u>Project A</u> FY22 Texoma Regional SHSP Communications Project	\$68,960.00		Operational Communications	<b>1</b>
<i>Equipment: Motorola Mobile APX 8500 &amp; Portable APX 8000 Radios</i>				
<u>Project B</u> FY22 Texoma COG Protection Enhancement of Soft Targets/Crowded Places Project	\$15,640.00		Interdiction and Disruption (Protection of Soft Targets)	<b>2</b>
<i>Equipment: Ballistic helmets, protective body armor, and SCBAs for tactical response teams</i>				
<u>Project C</u> FY22 Texoma COG SHSP Intelligence & Information Sharing	\$12,900.00		Intelligence & Information Sharing (Intelligence & Information Sharing/Cooperation)	<b>3</b>
<i>Equipment: PD Data Server</i>				
<u>Project D</u> FY22 Texoma COG LETPA Addressing Emerging Threats Project		\$52,050.00	Screening, Search, and Detection (Addressing Emerging Threats)	<b>4</b>
<i>Equipment: ALPR Systems</i>				
<u>Project E</u> FY22 Texoma 2023 Regional Planning Project	\$50,000.00		Planning & Community Preparedness (Planning)	<b>5</b>
<b>Total Projects = \$199,550</b>	<b>\$147,500.00</b>	<b>\$52,050.00</b>		

### Texoma Homeland Security Funding FY08-FY21



**SHSP**      **State Homeland Security Program**  
**LETPA**      **Law Enforcement Terrorism Prevention Activities**

**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Stephanie Davidson, Criminal Justice and Emergency Planning Program Manager  
**DATE:** 4/11/2022  
**RE:** Statewide Emergency Radio Infrastructure (SERI) Grant Resolution

## RECOMMENDATION

Approve the Statewide Emergency Radio Infrastructure (SERI) Grant Resolution

## BACKGROUND

The Texas Legislature in 2019 passed House Bill 442 that provided funding for the “Emergency Radio Infrastructure Fund 5153”. This fund was created to provide grant funding to State Agencies and Councils of Governments to improve communications infrastructure for emergency response. The Texas Office of the Governor’s (OOG) Homeland Security Grant Division (HSGD) is administering this grant.

## DISCUSSION

The TCOG Homeland Security Advisory Committee (HSAC) met on March 3, 2022 and approved TCOG staff’s working with the Emergency Management Coordinators to develop an application for the SERI grant funds. This application combines critical communications infrastructure needs of the cities of Bonham, Denison, Gainesville, and Sherman and the counties of Cooke, Fannin, and Grayson. See attached for project and funding information. Per requirements from the Office of the Governor’s Public Safety Office the TCOG Board must execute the attached Resolution.

All equipment will be transferred on permanent loan to the participating agencies via a Memorandum of Understanding (MOU) and Inventory Control Form with each jurisdiction.

Participating agencies have historically used local dealers for their communications needs. It is recommended by staff to purchase communications equipment through the HGAC Buy Cooperative which will result in delivery, installation, and support through our local authorized communications dealers in the area. TCOG Staff is requesting that the regular procurement policy of obtaining three bids be suspended. (See excerpt from policy below)

“TCOG Policy: 35-02-01 4. TCOG may access the state purchasing system or other cooperative purchasing processes which have complied with a competitive bidding process when confirmation of lowest responsive bid is verified by three telephone bids.”

THE TCOG HSAC met on March 3, 2022 and recommends for approval the attached projects and resolution.

**SERI Grant Application Project Application Equipment Summary**  
**(Quantities & Prices are Approximate)**

Line Item	Qty	Average Cost	SERI Grant Request
Transfer Switch	10	\$5,100	\$51,000
Surveillance, Intelligence, Record Keeping, and Communications Generator	12	\$43,333	\$520,000
Tower/Repeater Site	1	\$1,800,000	\$1,800,000
Communication Equipment Structure	9	\$85,000	\$765,000
Sat Receivers/Repeaters/Repeater System	12	\$117,500	\$1,410,000
Bridging/Patching/Gateway Equipment	10	\$30,000	\$300,000
Microwave Link Radio	5	\$5,000	\$25,000
Cable, Non Radiation-Shielded Transmission	5	\$5,000	\$25,000
Antenna and Tower Systems	5	\$100,000	\$500,000
Ground Fault Circuit Interruption Equipment	5	\$5,000	\$25,000
Uninterruptible Power Supply	5	\$4,000	\$20,000
Programming	1	\$10,000	\$10,000
Installation	1	\$10,000	\$10,000
Maintenance and/or calibration of equipment	1	\$10,000	\$10,000
Assessment Services	1	\$10,000	\$10,000
Dispatch Console Software Upgrade	1	\$10,000	
Antennae w/ Installation and associated cabling	1	\$30,000	\$30,000
			\$5,521,000

**WHEREAS**, The Texoma Council of Governments finds it in the best interest of the citizens of Cooke, Fannin, and Grayson Counties that the TCOG apply for Statewide Emergency Radio Infrastructure (SERI) Grant to update Communications Infrastructure in the Texoma Region. And

**WHEREAS**, The Texoma Council of Governments agrees that in the event of loss or misuse of the Office of the Governor funds, The Texoma Council of Governments assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, The Texoma Council of Governments designates the Executive Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that The Texoma Council of Governments approves submission of the grant application for the Statewide Emergency Radio Infrastructure (SERI) Grant to the Office of the Governor.

Signed by:

Passed and Approved this \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year)

Grant Number: #4034602

**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Stephanie Davidson, Public Safety Program Manager *SD*  
**DATE:** 4/11/2022  
**RE:** FY22 State Homeland Security Program – Competitive National Priority Area Project

## **RECOMMENDATION**

Approve the FY22 TCOG Cybersecurity Grant Application Resolution for the State Homeland Security Program's National Priority Area Grant Solicitation

## **BACKGROUND**

TCOG staff and the TCOG Homeland Security Advisory Committee facilitate and execute the Homeland Security Funding Process with the Texas Office of the Governor (OOG), Homeland Security Grant Division (HSGD). This process includes stakeholders from the counties of Cooke, Fannin, and Grayson. Using state priority guidance, the TCOG HSAC plans and prioritizes projects for the Texoma region. Department of Homeland Security Funding includes the following funding streams: State Homeland Security Program (SHSP) and the Law Enforcement & Terrorism Prevention Activities (LETPA). The TCOG Homeland Security Advisory Committee (HSAC) membership is made up of the three county judges in our region, the mayors of Bonham, Denison, Gainesville, and Sherman, and the emergency management coordinators from these seven jurisdictions. Committee activities and actions are conducted pursuant to published by-laws.

## **DISCUSSION**

Per requirements from the Office of the Governor Homeland Security Grant Division, the TCOG Board prior to grant award must execute the attached Resolution. This resolution designates TCOG's Executive Director as the authorized official for any FY22 Cybersecurity Grant Application Award. This project is competitive statewide for cybersecurity related projects. TCOG is applying to purchase a Dell windows server and hard drives for the security of personal data collected by the Texoma Council of Governments.

**WHEREAS**, The Texoma Council of Governments finds it in the best interest of the citizens of Cooke, Fannin, and Grayson Counties that the TCOG FY2022 SHSP Competitive National Priority Area Cybersecurity Project be applied for an operated if awarded; and

**WHEREAS**, The Texoma Council of Governments agrees that in the event of loss or misuse of the Office of the Governor funds, The Texoma Council of Governments assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, The Texoma Council of Governments designates the Executive Director as the authorized official for the projects. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that The Texoma Council of Governments approves submission of the above listed grant application for FY2022 to the Office of the Governor.

Signed by:

Passed and Approved this \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year)

Grant Number: #4537801



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Stephanie Davidson, Criminal Justice and Emergency Planning Program Manager *SD*  
**DATE:** 4/11/2022  
**RE:** 2022 TCOG Criminal Justice Advisory Committee (CJAC) Members

### **RECOMMENDATION**

Approve the 2022 TCOG Criminal Justice Advisory Committee (CJAC) Members

### **BACKGROUND**

Working with the 25 member TCOG Criminal Justice Advisory Committee (CJAC), TCOG's Criminal Justice Program promotes and helps to develop coordinated, collaborative prevention and justice-oriented initiatives across Texoma. Partners on these projects include grantees, volunteers, community-based organizations, faith-based organizations, government agencies, the private sector, and others. Through a contract with the Criminal Justice Division (CJD) of the Office of the Governor (OOG), TCOG administers the local process for grant distribution to the region. Over the years, this program has directed millions of dollars into area criminal justice systems for improvements.

### **DISCUSSION**

Pursuant to the Interlocal Agreement with the Office of the Governor's Criminal Justice Division, and the TCOG CJAC Bylaws, each year one-third of the CJAC completes their three-year term. At the January CJAC meeting all expiring members but one agreed to serve another three-year term. On April 7, 2022, the CJAC met and unanimously agreed that all current members would continue to serve and the vacancy in the Cook County delegation be filled by Cheryl Gomez from Workforce Solutions Texoma.

### **BUDGET**

No budget impact.

**TEXOMA COUNCIL OF GOVERNMENTS  
CRIMINAL JUSTICE PROGRAM  
2022 CJAC Members**

Criminal Justice Advisory Committee Members

“The COG shall ensure that the CJAC has a multi-disciplinary representation of members from the region. This representation must include concerned citizens or parents, drug abuse prevention, education, juvenile justice, law enforcement, mental health, nonprofit organization, prosecution/courts, and victim services. No single group may constitute more than one-third (1/3) of the CJAC.” *[Interagency Cooperative Contract between the Office of the Governor, Criminal Justice Division and the Texoma Council of Governments, III (D) (3)]*

<b>County</b>	<b>Law Enforcement</b>	<b>Juvenile Justice</b>	<b>Drug Abuse</b>	<b>Non-Profit Organizations</b>	<b>Victim Services</b>	<b>Mental Health</b>	<b>Prosecution / Courts</b>	<b>Education</b>	<b>Citizens / Parents</b>
<b><u>Cooke</u> 8 Positions</b>	Kevin Phillips [23]	Toni Hellman [24]	Eric Erlandson [23]	Wayne Twiner [23]	Ginger Johnson [22]		Chris Cypert [22]	Kim Parsons [22]	Cheryl Gomez [24]
<b><u>Fannin</u> 8 Positions</b>	Vice-Chairman Mike Bankston [23]	Brandon Caffee [22]	Erin Holt [24]	Sandy Barber [20]	Carol Pillars [24]	Corey Baker [23]	Richard Glaser [22]		Patty Kreider [22]
<b><u>Grayson</u> 9 Positions</b>	Tim Barnes [22] Tom Watt [23]	Lisa Tomlinson [24]	Alan Brown [24] Lisa Tyler[23]	Martha Nuckols [22]	Shelli Shields [24]		Brett Smith [23]		Cherie Fry [23]

**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Stephanie Davidson, Public Safety Program Manager *SD*  
**DATE:** 4/11/2022  
**RE:** TCOG Criminal Justice Advisory Committee FY23 Grant Scoring/Prioritization Results

### **RECOMMENDATION**

Authorize the submission to the Office of the Governor's Criminal Justice Division (CJD) recommendations and results from the TCOG Criminal Justice Advisory Committee (CJAC) FY23 grant scoring meeting.

### **BACKGROUND**

Working with the 25 members of CJAC, TCOG's Criminal Justice Program promotes and helps develop coordinated, collaborative prevention and justice-oriented initiatives across Texoma. Partners on these projects include grantees, volunteers, community-based organizations, faith-based organizations, government agencies, the private sector, etc. Through a contract with the Criminal Justice Division of the Office of the Governor, TCOG administers the local process for grant distribution to the region. Over the years, this program has directed millions of dollars into area criminal justice systems for improvements.

### **DISCUSSION**

On April 7, 2022, the TCOG CJAC met to score/prioritize the applications for the FY23 Office of the Governors CJD funding. These applications are for the four funding streams offered by the CJD: Criminal Justice Program, General Juvenile Justice & Delinquency Prevention, General Victim Assistance, and Violent Crimes against Women.

### **BUDGET**

No budget impact.

**4/7/2022 CJAC Results for  
FY23 CJD Grant Applications**

**FY23 CJD DJ-Criminal Justice Program**

	<b>Denison PD #4449401 Patrol Car Upgrades \$37,496.94 reduced to \$34,560.94 (CJAC removed Radar Budget Item)</b>	<b>Grayson County SO #4469501 Stop Sticks \$14,848.00</b>	<b>Lindsay PD #4511101 Body Worn Cameras \$28,111.00 (CJAC reduced application amount to \$10,001.00)</b>	<b>Tioga PD # 4465801 Patrol Car Upgrades \$24,241.40</b>	<b>Whitesboro #4519001 Communications \$41,998.95 reduced to \$33,599.16 (CJAC reduced Radio Budget Item from 5 units to 4 units)</b>
<b>FINAL SCORE</b>	<b>86.7826</b>	<b>95.8696</b>	<b>81.5543</b>	<b>92.7826</b>	<b>90.7391</b>
<b>RANK</b>	<b>4</b>	<b>1</b>	<b>5</b>	<b>2</b>	<b>3</b>

**FY23 CJD VC-Victim's of Crime**

	<b>Abigail's Arms #2911206 Victim's Assistance \$331,890.00</b>	<b>Fannin County Family Crisis #2811607 Crime Victims Assistance \$51,648.92</b>	<b>Grayson County Women's Crisis #2823807 Victim Assistance Program \$295,527.98</b>	<b>Sherman PD # 4469901 Victim Advocate \$61,212.05</b>	
<b>FINAL SCORE</b>	<b>96.2000</b>	<b>97.2000</b>	<b>97.7500</b>	<b>92.2500</b>	
<b>RANK</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>4</b>	

**FY23 CJD SF-Juvenile Justice**

**FY23 CJD WF-Violence Against Women Formula Grants**

	<b>Fannin County Juvenile Probation #2806209 - Structured Family Therapy \$50,000.00</b>		<b>Grayson County District Attorney's Office #1344925 - Investigator \$33,536.25</b>
<b>FINAL SCORE</b>	<b>99.0000</b>	<b>FINAL SCORE</b>	<b>99.5652</b>
<b>RANK</b>	<b>1</b>	<b>RANK</b>	<b>1</b>

### CJD Funding History FY17-FY22

(The CJD grant year is Sept 1st - Aug 31st or Oct 1st - Sept 30th and is named based on the calendar year the grant ended.)

Agency	Source	FY17	FY18	FY19	FY20	FY21	FY22	Total FY17-FY22
City of Savoy	Criminal Justice (DJ)					\$29,293		\$29,293
City of Gainesville	Criminal Justice (DJ)	\$34,452		\$27,599			\$12,050	\$74,101
Fannin County	Criminal Justice (DJ)		\$41,899					\$41,899
City of Tom Bean	Criminal Justice (DJ)					\$23,948		\$23,948
City of Collinsville	Criminal Justice (DJ)			\$15,825				\$15,825
City of Gunter	Criminal Justice (DJ)					\$20,250		\$20,250
City of Van Alstyne	Criminal Justice (DJ)	\$37,703			\$50,334			\$88,037
Grayson County	Criminal Justice (DJ)			\$15,072				\$15,072
City of Ladonia	Criminal Justice (DJ)						\$62,000	\$62,000
City of Whitesboro	Criminal Justice (DJ)		\$19,688		\$41,368	\$24,293	\$18,776	\$104,125
Fannin Co Juvenile Services	Juvenile Justice	\$40,000	\$32,000	\$32,500	\$50,000	\$41,144	\$31,976	\$227,620
Abigail's Arms	Victims of Crime Act (VA)	\$302,083	\$450,000			\$267,840	\$254,448	\$898,200
		\$214,500		\$210,000	\$341,669			
Family Co Family Crisis	Victims of Crime Act (VA)	\$135,688		\$132,403		\$64,347	\$34,645	\$170,333
Grayson Co Women's Crisis Center	Victims of Crime Act (VA)	\$270,833	\$300,627		\$338,000	\$170,178	\$317,357	\$1,210,023
		\$156,846	\$139,245	\$312,410				
Grayson Co	Violence Against Women (WF)	\$33,536	\$33,536	\$33,536	\$33,536	\$33,536	\$31,875	\$199,556
Fannin Co	Violence Against Women (WF)		\$20,021					\$20,021
		\$1,225,641	\$1,037,016	\$779,345	\$854,907	\$674,829	\$763,127	\$3,200,303

<b>CJD Funding History FY17-FY22</b> (The CJD grant year is Sept 1st - Aug 31st or Oct 1st - Sept 30th and is named based on the calendar year the grant ended.)							
	FY17	FY18	FY19	FY20	FY21	FY22	Total FY16-FY21
<b>Criminal Justice</b>	\$72,155	\$61,587	\$58,496	\$91,702	\$97,784	\$92,826	\$474,550
<b>Victims of Crime</b>	\$923,104	\$139,245	\$312,410	\$341,669	\$679,669	\$606,450	\$3,002,547
<b>Juvenile Justice</b>	\$40,000	\$32,000	\$32,500	\$50,000	\$41,144	\$31,976	\$227,620
<b>Violence Against Women</b>	\$33,536	\$53,557	\$33,536	\$33,536	\$33,536	\$31,875	\$219,577
<b>TOTALS</b>	\$1,068,795	\$286,389	\$436,942	\$516,907	\$852,133	\$763,127	\$3,924,294

TO: TCOG Governing Board  
 FROM: Mindi Jones, Finance Director *MJ*  
 DATE: April 21, 2022  
 RE: TCOG Quarterly Investment Report

### RECOMMENDATION

Accept this report of investments for the period of January 1, 2022 through March 31, 2022.

### BACKGROUND

The provisions of TCOG Procedures 95-01-1, Investment Policy, and the Public Funds Investment Act, require that the Investment Officer present a quarterly report of investments for review and acceptance by the Governing Board.

### DISCUSSION

TCOG's Procedure 95-01-1, Investment Policy, deems that the investment report will be provided to the Board quarterly.

### BUDGET

The investment report is as follows:

	Book/Market Value on 01/01/2022	Change	Book/Market Value on 03/31/2022
<b>Texpool</b>	\$273,756.77	\$49.05	\$273,805.82



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Cara Lavender, AAA Director  
**DATE:** April 15, 2022  
**RE:** Byrd Fielder Livengood Charitable Trust Foundation Grant Proposal 2022

### **RECOMMENDATION**

Authorize submission and, if awarded, the acceptance of the Byrd Fielder Livengood Charitable Trust Foundation 2022 Grant Proposal of \$100,000.

### **BACKGROUND**

TCOG's Area Agency on Aging (AAA) Department is responsible for the development and coordination of a comprehensive system of services for citizens age 60 and over and for citizens who have a disability residing in Cooke, Fannin and Grayson counties. The population in Texoma has a higher per capita elderly population over the age of 65 (approximately 19%) than the State of Texas (approximately 13%) (Census 2020). Services are coordinated for older Texomans at no cost to them. Texoma AAA provides thorough assessments of individual's needs and connects them to any available assistance. We offer federal and state Benefits Counseling (ie: Medicare, Medicaid, SNAP, SSI including open enrollment in the fall), minor residential repair, assistance with dental-vision-hearing needs, caregiver services and supports, nutritious home delivered meals for homebound individuals, and education on a variety of topics for clients to make better informed decisions for a healthy independent life. The overall goal is to promote lifelong independence by providing alternatives to long-term care through a wide variety of services. AAA programs are funded by federal, state and/or local contributions from individuals, businesses and foundations.

### **DISCUSSION**

The Care Coordination staff of the AAA office work with Grayson County's low-income and most vulnerable senior populations by completing needs assessments for each client to provide direct services for benefits and programming to further promote independence, better health and higher quality of life.

The Surgeon General reports that at least 80% of American adults have gum disease. Older people who have gum disease increase their risk of head and neck cancer and are twice as likely to die from heart disease when they have bacteria in their mouths. This same gum disease causing bacteria is linked to high blood pressure and increased risk for stroke (American Academy of Oral Systemic Health).

If received, the \$100,000 requested will be used to provide direct services to Sherman, Denison and Pottsboro residents (stipulated by the trust guidelines) who are 60 years or over to provide the following: dental, vision, and hearing services as outlined by the guidelines.

### **BUDGET**

The funding of \$100,000 will be used to supplement the AAA budget for portions of Grayson County (Sherman, Denison and Pottsboro as outline in the Trust) to provide direct services to elderly and disabled populations who are age 60 and over.

## **ORGANIZATION**

Texoma Regional Foundation is a charitable 501 (c)(3) organization of the Texoma region advocating through a variety of programs of the Texoma Council of Governments (TCOG) Area Agency on Aging (AAA) to form collaborative partnerships working together to expand and enhance projects created to improve the quality of life for Texoma residents.

TCOG's Area Agency on Aging (AAA) Department is responsible for the development and coordination of a comprehensive system of services for citizens age 60 and over and for citizens who have a disability residing in Cooke, Fannin and Grayson counties. The population in Texoma has a higher per capita elderly population over the age of 65 (approximately 19%) than the State of Texas (approximately 13%) (Census 2020). Services are coordinated for older Texomans at no cost to them. Texoma AAA provides thorough assessments of individual's needs and connects them to any available assistance. We offer federal and state Benefits Counseling (ie: Medicare, Medicaid, SNAP, SSI including open enrollment in the fall), minor residential repair, assistance with dental-vision-hearing needs, caregiver services and supports, nutritious home delivered meals for homebound individuals, and education on a variety of topics for clients to make better informed decisions for a healthy independent life. The overall goal is to promote lifelong independence by providing alternatives to long-term care through a wide variety of services. AAA programs are funded by federal, state and/or local contributions from individuals, businesses and foundations.

## **MISSION**

The Texoma Regional Foundation is a charitable 501(c)(3) organization with a mission to improve the quality of life for the citizens of the Texoma Region (Cooke, Fannin and Grayson counties) through the following activities:

- Connect and network interested agencies, programs and grass root organization to form collaborative partnerships that work together to expand and enhance projects and activities to improve the quality of life to residents of the Texoma Region.
- Advocate for programs to improve funding for community service within the Texoma region;
- Implement, grow and sustain a variety of programs that will address the community needs of the Texoma region.

## **PROJECT**

The Healthy Initiatives services will provide assistance with dental, vision needs, hearing aids and other assistive devices which remain our most critical need in the older population we serve. The majority of our clients live on fixed incomes with little to no family support network. Because of financial stress, the client usually purchases the cheapest foods and/or snacks and are not able to purchase nutritious foods which can cause health issues. The surgeon general reports that at least 80% of adults have gum disease. Older people who have gum disease increase their risk for head and neck cancer and are twice as likely to die from heart disease. This same

bacteria also increases risk of high blood pressure and stroke risk (American Academy of Oral Systemic Health).

*Purpose:*

Many older Texomans have one or more chronic conditions that limit their ability to function at an independent level. AAA's Care Coordination Case Managers complete a comprehensive needs assessment with all dental, vision and hearing clients. The findings of all needs is taken and connections are made with local and state resources to assist the client in whatever individual needs they have to remain living independently in the community. Connecting individuals to resources is a way to prevent premature placement into nursing home facilities and lessens financial burden for the Medicaid system.

*Impact:*

Approximately 70 low-income, older clients were assisted in 2019 with healthy initiatives (dental, vision and hearing). These individuals were also assessed for eligibility to receive other AAA programs such as minor residential repair and Medicare Extra Help programs in which the Medicare insurance premium cost is reduced or no longer taken out of the client's monthly income from Social Security, resulting in an increase in their disposable income.

*Timetable:*

The proposed Healthy Initiatives project has an approximate timeline period of June 2022-September 2023.

*Evaluation and compliance:*

TCOG's AAA programs are evaluated by state auditors from Health and Human Services. We maintain a confidential state database and record for reach client. The department director and financial manager of Texoma AAA review each program to ensure policies and procedures meet the state guidelines for each service. An Area Plan describing what services the AAA will provide and the plans of action for each one must be submitted and on file with the state. State restrictions on these funds do not allow for us to serve clients under 60 unless specified. Accountability reports and State database reflects each hour and the total amount of funds expended for each client who receives services from our agency.

**Past Grant Awards**

2013- \$100,000 Healthy Initiatives

2014- \$45,000 (For benefits Premiums-see 2017) \$75,000

2016- \$75,000 Healthy Initiatives

2017- Approval for remaining balance from \$45,000 grant in 2014 to be used for Healthy Initiatives

2018- \$85,000 (took longer to spend due to pandemic shut down)

## PROJECT BUDGET

Direct Services Healthy Initiatives	\$100,000
Total Budget	\$100,000

The “cap” for financial assistance for each client in the past has been set at **\$1400**. AAA is asking for members of the Livengood Charitable Trust to increase that amount to **\$2000 per client** because of the rising costs of dental services. The previous amount of \$1400 has not always paid for all dental and hearing services that the client requires. Some are able to make payment arrangements to pay the remaining balance; however, many clients cannot take this action since their monthly income could be \$1000 or less for all living expenses. The cap remains sufficient for vision needs.

Federal funding allocations pay for the case manager’s work time for all care coordination services for clients over 60.

### Other Funding Sources:

TCOG’s AAA actively pursues local funding from different sources in an effort to identify and meet service gaps for the low-income, older population in the Texoma area. AAA serves residents of Grayson, Fannin and Cooke counties who are age 60 and over and/or their caregiver, with special emphasis on low-income, frail and minority older persons. AAA is partially funded by federal grants, however, these funds carry strict State guidelines and accountability measures.

Although AAA receives other funding, there are little to no funds available to assist with dental, vision and hearing issues in our elderly population in Grayson County.

### **Meals**

The Health and Human Services Commission authorizes TCOG’s Area Agency on Aging to contract with the Tri-County Senior Nutrition program to provide meals for those 60 and older in the Texoma area (Cooke, Fannin and Grayson counties). Over 56,000 nutritious meals were delivered to the homes of our older, homebound population (State eligibility criteria) and more than 35,000 congregate meals were served annually pre-COVID. Congregate meal offerings have been re-instated and are actively occurring at all region’s senior centers besides one.

### **Residential Repair**

AAA’s goal of assisting Texoma’s older population to remain living independently includes funding for minor residential repairs and modifications. The State occasionally provides some

funding for ramps, water heaters, repairing unstable floors, porches and steps. We expend \$40,000 and over each year to make homes safe for low-income, disabled and older people.

### **EBI Programs**

The case managers are both certified coaches in *A Matter of Balance*—evidenced based programming approved by the State (limited funding). These classes are offered at no charge to older community members and teaches them how to reduce the risk of falls. Since studies show that most falls occur in the home, safety in the home is emphasized in this class, as well as strengthening muscles needed for activities of daily living. This program provides another way to serve our older population in remaining independent in the community and preventing premature nursing home placement.

**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Judy Fullylove, Energy Services Director *JF*  
**DATE:** April 4, 2022  
**RE:** Low-Income Household Water Assistance Program

### **RECOMMENDATION**

Approve the Low-Income Household Water Assistance Program (LIHWAP) from the Texas Department of Housing and Community Affairs. Contract #34210003695.

### **BACKGROUND**

Texoma Council of Governments has been contracted to administer the Low-Income Household Water Assistance Program (LIHWAP) for Collin, Cooke, Denton, Fannin, Grayson, Hunt, and Rockwall counties. The program is funded through the Consolidated Appropriations Act and the American Rescue Plan Act of 2021 for emergency water and wastewater assistance.

The purpose is to assist low-income households that pay a high proportion of income for drinking water and wastewater services by providing funds to owners or operators of public water systems or treatment works.

Priorities of the program are:

- Disconnected Services - restoration of water and wastewater services to eligible households;
- Pending Disconnections - payment of arrearages to prevent disconnections of water/wastewater services.
- (1) elderly persons age 60 and above; (2) persons with disabilities; (3) households with children five (5) years of age or under
- Income eligibility is 150% of federal poverty level.

### **DISCUSSION**

Contract term is January 1, 2022 through March 31, 2023.

### **BUDGET**

The total contract amount is **\$2,485,990.00**; of which \$1,883,370 is direct services; \$276,210.00 is earmarked for outreach and \$326,410.00 is administrative used for salaries, benefits and indirect costs.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 34210003695**  
**FY 2021 The Consolidated Appropriations Act (PL 116-260)**  
**(CFDA # 93.568)**

**Awarding Federal Agency: United States Department of Health and Human Services**  
**TDHCA Federal Award Number: 2101TXLWC5**  
**Award Year (Year of Award from HHS to TDHCA): 2021**  
**Unique Entity Identifier Number: 879884815**

**SECTION 1. PARTIES TO THE CONTRACT**

This 2021 Low Income Household Water Assistance Program ("LIHWAP") Contract Number 34210003695 ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Texoma Council of Governments**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the Department and the Subrecipient may be referred to as the "Parties".

**SECTION 2. CONTRACT TERM**

This Contract shall commence on January 01, 2022, and, unless earlier terminated in writing, shall end on March 31, 2023 ("Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

- A. Subrecipient's Service Area under this Contract consists of the following Texas County/Counties: COLLIN, COOKE, DENTON, FANNIN, GRAYSON, HUNT, ROCKWALL
- B. Subrecipient shall operate a Low Income Household Water Assistance Program ("LIHWAP") using funds under the Consolidated Appropriations Act of 2021 (Public Law 116-260), Chapters 2105 and 2306 of the Texas Government Code (collectively, "State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2, the relevant sections of Subchapter A and Subchapter E Chapter 6 of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "State Rules"), the LIHWAP Grant Implementation Plan, as found on the Department's website, 2 CFR Part 200 (as applicable), the Department's guidance related to LIHWAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient further agrees to comply with the certifications attached hereto as Addendums A, B, C, D, and E, incorporated herein for all relevant purposes, the "Budget" attached hereto as Exhibit A and incorporated herein for all relevant purposes, the "Performance Statement" attached as Exhibit B and incorporated herein for all relevant purposes, the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract, and with all other terms, provisions, and requirements herein set forth.
- C. Subrecipient shall assist "Households" that are "Low-Income" with priority being given in no particular order to the following Vulnerable Populations: (1) "Elderly Persons who are 60 and above", (2) "Persons with Disabilities", (3) Households with children five (5) years of age or under, (4) Households with the lowest income will receive the highest level of assistance.
- D. Subrecipient shall use forms proscribed by the Department including but not limited to the Vendor Agreement and the Landlord Agreement.



#### SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures and eligibility determination and outreach costs and direct services expenditures in accordance with 10 TAC §6.308, in the amount(s) specified in the "Budget" attached hereto as Exhibit A.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt and availability by the Department of LIHWAP Funds from the U.S. Department of Health and Human Services ("HHS"). If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- D. Department is not liable for any cost incurred by Subrecipient which:
1. Is not used for the immediate restoration of services to households without current water services;
  2. Is not used for the payment of existing arrearages to prevent disconnection of drinking water or wastewater services.
  3. Is not used for the rate reduction of current bills;
  4. is subject to reimbursement by a source other than Department;
  5. is for performance of services or activities not authorized by the LIHWAP Act, State Plan, State Rules, or which is not in accordance with the terms of this Contract;
  6. is not incurred during the Contract Term except for Household arrearages; or ;
  7. is not reported to Department on a monthly expenditure and performance report within forty-five (45) calendar days following the end of the Contract Term.
- E. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the LIHWAP Act.
- F. Notwithstanding any other provision of this Contract, the total of all payments and other obligation incurred by Department under this Contract shall not exceed the sum of \$2,485,990.00.

## **SECTION 5. METHOD OF PAYMENT/CASH BALANCES**

- A. REQUEST FOR ADVANCE. Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of \$5,000, whichever is greater. In carrying out the purpose of this Contract. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure and performance report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.
- B. DISBURSEMENT PROCEDURES. Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. DEPARTMENT OBLIGATIONS. Subsection 5(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Subrecipient maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.
- D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the eligible low-income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the LIHWAP contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- E. REFUND. Subrecipient shall refund, within fifteen (15) calendar days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract or within ten (10) calendar days upon the Subrecipient's discovery of an unallowable payment.

## **SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS**

- A. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the state Uniform Grant Management Standards (34 TAC §20.421) ("UGMS") and 45 CFR Part 75 in effect on the effective date of this Contract. All references therein to "local government" shall be construed to mean Subrecipient.
- B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of **30.00%**.
- C. AUDIT REQUIREMENTS. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is \$750,000 of Federal funds.

- D. AUDIT REVIEW. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- E. CERTIFICATION FORM. For any fiscal year ending within or one year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted by electronic mail to SAandACF@tdhca.state.tx.us.
- F. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

## **SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION**

- A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §1.411. The Department may also deobligate funds from this Contract in whole or in part if Subrecipient missing any of the expenditure deadlines listed in the "Performance Statement" attached as Exhibit B to this Contract.
- B. TERMINATION. Pursuant to 10 TAC §§2.202 and 2.203, the Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract.
- C. GENERAL. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under LIHWAP, or a reduction in the original allocation of funds to Subrecipient.
- D. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.
- E. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.
- F. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract or for any costs that are disallowed.

## **SECTION 8. ALLOWABLE EXPENDITURES**

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 of the Contract and the regulations set forth in the State Rules, subject to the limitations and exceptions set forth in this Section 8.
- B. LIHWAP Funds allow up to 13.13% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the "Budget" attached hereto as Exhibit A. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHWAP State Plan.
- C. Administrative funds and funds for program services activities such as outreach/eligibility determination and household benefits are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) calendar days prior to the end of the Contract Term to use its administrative and program services funds for direct service categories

## **SECTION 9. RECORDKEEPING REQUIREMENTS**

- A. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §.42 ("UGMS"). Subrecipient agrees to comply with any changes to the UGMS record keeping requirements and 45 CFR Part 75. For purposes of compliance monitoring, all associated documentation must be readily available, whether stored electronically or hard copy to demonstrate compliance with Subrecipient Performance as outlined in Section 3.
- B. OPEN RECORDS. Subrecipient acknowledges that all information written, produced, collected, assembled, or maintained by Subrecipient pursuant to this Agreement is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must be provided to citizens, public agencies, and other interested parties in accordance with the Texas Public Information Act. Subrecipient understands that the Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the State of Texas pursuant to this Agreement available in a format that is accessible by the public at no additional charge to the State of Texas. A request to the Subrecipient for public information shall be communicated to Department's contact identified in this Contract, by the close of business on the following business day after the day the business day the request is received. Subrecipient shall not provide to the requestor any information that was written, produced, collected, assembled, or maintained under this Contract, but shall respond to the requestor that the request has been forwarded to Department for processing. After gathering all information that is responsive to the request, but in no event later than five (5) business days after receiving the information request, Subrecipient shall send the information to Department. Subrecipient shall timely contact Department if there will be any delay in sending the information request or responsive documents to Department.

- C. ACCESS TO RECORDS. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Office of the Attorney General of Texas, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.
- D. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §\_42 ("UGMS"); (ii) the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction if the Department notifies the Subrecipient in writing; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each client file shall contain the following:
1. Client application containing all Department requirements;
  2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement ("DIS") (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form.
  3. Copy of client's utility bill(s);
  4. Water consumption history for previous twelve (12) months or Department approved Alternative Billing Method;
  5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
  6. Documentation of benefits determination;
  7. Notice of Denial Form (if applicable);
  8. Right of appeal and procedures for denial or termination of services (if applicable);
  9. Any documentation required by directives provided by the Department;
  10. Priority rating form; and
  11. Vendor Agreement;
  12. Landlord Agreement (if applicable); and
  13. Case notes sufficient to document that program service activity has occurred.
- F. LIHWAP FUNDS. Subrecipient shall track, account for, and report on this funding separate from its 2021 LIHWAP ARP funding.
- G. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subcontracts.

## **SECTION 10. REPORTING REQUIREMENTS**

- A. FUNDING REPORT. By the twentieth (20th) of each month, Subrecipient shall electronically submit to Department, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month.
- B. INVENTORY. Subrecipient shall submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of Five Thousand and No/100 Dollars (\$5,000.00) and/or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract. The inventory shall include the vehicles, tools, equipment, and appliances purchased with LIHWAP Funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the LIHWAP are the property of LIHWAP and as such, stay with the Subrecipient that provides LIHWAP services in the Service Area.
- C. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- D. HOUSEHOLD DATA. By the twentieth (20th) of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contract System.
- E. DEFAULT. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, deobligate, withhold, or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract in accordance with Section 7 of this Contract.
- F. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall provide the Department with a Data Universal Numbering System ("DUNS") number and a Central Contractor Registration ("CCR") System number to be used as the Unique Entity Identifier Number on all contracts and agreements. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

## **SECTION 11. VENDOR AGREEMENTS**

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement as provided by the Department that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving LIHWAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be updated if the Contract Term is extended beyond a one-year agreement.

## **SECTION 12. CHANGES AND AMENDMENTS**

- A. AMENDMENTS AND CHANGES REQUIRED BY LAW. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 12 may be further evidenced in a written amendment.
- B. GENERAL. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract.
- C. FACSIMILE SIGNATURES. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- D. REQUEST. Written requests for a Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

## **SECTION 13. PROGRAM INCOME**

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state Uniform Grant Management Standards ("UGMS"), more specifically, Chapter III, "State Uniform Administrative Requirements For Grants and Cooperative Agreements", Subpart C - Post-Award Requirements-Financial Administration, §\_25, Program Income and 45 CFR Part 75.

## **SECTION 14. TECHNICAL ASSISTANCE AND MONITORING**

- A. Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.



- B. Monitoring reviews will consist of site visits and/or desk reviews. Subrecipients will be monitored at least once every three years. If a Subrecipient also manages Community Service Block Grant funds and/or the LIHEAP Comprehensive Energy Assistance Program or the Weatherization Assistance Program, monitoring may be done at the same time and therefore sooner than 2023. The Monitoring Plan is risk based and risk is assessed quarterly. More frequent monitoring visits may be conducted for Subrecipients with identified risk or being monitored for other Department programs.

## **SECTION 15. INDEPENDENT SUBRECIPIENT**

Subrecipient is an independent contractor.

## **SECTION 16. PROCUREMENT STANDARDS**

- A. Subrecipient shall comply with UGMS and 45 CFR Part 75, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by UGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000.00 or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.
- C. When the Subrecipient no longer needs equipment purchased with LIHWAP Funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with LIHWAP Funds.

## **SECTION 17. SUBCONTRACTS**

- A. Subrecipient may not subaward funds under this Contract.
- B. Subrecipient will not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured subcontracts for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department.
- C. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

## **SECTION 18. TRAVEL**

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 (as applicable) and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code ``Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under 10 TAC §1.408. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and *per diem* expenses of its board members and employees.

## **SECTION 19. INSURANCE REQUIREMENTS**

Subrecipient shall maintain adequate personal injury and property damage liability insurance. Liability insurance costs may be paid from administrative funds.

## **SECTION 20. LITIGATION AND CLAIMS**

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

## **SECTION 21. LEGAL AUTHORITY**

- A. LEGAL AUTHORITY. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by the Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. TERMINATION; LIABILITY. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 21.
- D. MERGER; DEFAULT. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

## SECTION 22. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the Consolidated Appropriations Act of 2021, the federal rules and regulations promulgated under the Consolidated Appropriations Act of 2021, the State Act, the State Rules, LIHWAP State Plan, the certifications attached, and all federal, state, and local laws and regulations applicable to the performance of this Contract. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, *et seq*) and HUD's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.
- C. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the Service Area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- D. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.
1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
  2. Information Security and Privacy Agreement ("ISPA"). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department's website at the "Information Security and Privacy Agreement" link.
- E. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient 's rights to any funds shall be terminated.
- F. PROHIBITED EXPENDITURE ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT.
1. General. Pursuant to 2 CFR §200.216, Subrecipient and its contractors are prohibited from using funds under this Contract for equipment, services, or systems that use the following covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in accordance with Section 889 of Public Law 115-232 (National Defense Authorization Act 2019):
    - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. Subcontracts. Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.

### **SECTION 23. PREVENTION OF WASTE, FRAUD, AND ABUSE**

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the LIHWAP Funds. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the LIHWAP.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

### **SECTION 24. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. §1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

### **SECTION 25. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipient shall, in addition to the requirements of this Section 25, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

## **SECTION 26. POLITICAL ACTIVITY PROHIBITED**

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.
- C. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Development Owner and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes.

## **SECTION 27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

- A. NON-DISCRIMINATION. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. EQUAL OPPORTUNITY. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 CFR Part 60.

C. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) and (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for persons with disabilities.

D. SUBCONTRACTS. Subrecipient will include the substance of this Section 27 in all subcontracts.

## **SECTION 28. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (“SAM”) at [www.sam.gov](http://www.sam.gov) and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of the subcontractor’s agreement. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum D, without modification, and this language under this Section 28, in all its subcontracts.

## **SECTION 29. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services (“HHS”) at 45 CFR Part 87.

### **SECTION 30. COPYRIGHT**

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

### **SECTION 31. NO WAIVER**

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

### **SECTION 32. SEVERABILITY**

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

### **SECTION 33. ORAL AND WRITTEN AGREEMENTS**

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
  - 1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
  - 2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
  - 3. Addendum C - Certification Regarding Environmental Tobacco Smoke
  - 4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
  - 5. Addendum E - PRWORA Requirements
  - 6. Exhibit A - Budget
  - 7. Exhibit B - Performance Statement

### **SECTION 34. SPECIAL CONDITIONS**

Subrecipient shall accept applications for LIHWAP benefits at sites that are geographically accessible to all Households in the Service Area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for LIHWAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

## **SECTION 35. APPEALS, DENIAL OF SERVICE AND COMPLAINTS**

- A. Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with this Section 35.
- B. Subrecipient shall provide a written denial of assistance notice to applicant within 10 calendar days of the determination. Such a determination is defined as a denial of assistance, but does not include a level of assistance lower than the possible program limits or a reduction in assistance, as long as such process is in accordance with the Subrecipient's written policy. This notification shall include written notice of the right of a hearing and specific reasons for the denial by program. The applicant wishing to appeal a decision must provide written notice to Subrecipient within 20 calendar days of receipt of the denial notice.
- C. A Subrecipient must establish an appeals committee composed of at least three persons. Subrecipient shall maintain documentation of appeals in their customer files.
- D. Subrecipient shall hold a private appeal hearing (unless otherwise required by law) by phone or in person in an accessible location within ten (10) business days after the Subrecipient received the appeal request from the applicant and must provide the applicant notice in writing of the time/location of the hearing at least seven calendar days before the appeal hearing.
- E. Subrecipient shall record the hearing.
- F. The hearing shall allow time for a statement by Subrecipient staff with knowledge of the case.
- G. The hearing shall allow the applicant at least equal time, if requested, to present relevant information contesting the decision.
- H. Subrecipient shall notify applicant of the decision in writing. The Subrecipient shall mail the notification by close of business on the third calendar day following the decision (three day turn-around).
- I. If the denial is solely based on income eligibility, the provisions described in subsections (C) - (H) of this subsection do not apply, but the applicant may request a recertification of income eligibility based on initial documentation provided at the time of the original application. The recertification will be an analysis of the initial calculation based on the documentation received with the initial application for services and will be performed by an individual other than the person who performed the initial determination. If the recertification upholds the denial based on income eligibility documents provided at the initial application, the applicant must be notified in writing.
- J. If the applicant is not satisfied with Subrecipient's decision, the applicant may further appeal the decision in writing to the Department within ten (10) calendar days of notification of an adverse decision.

## **SECTION 36. USE OF ALCOHOLIC BEVERAGES**

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.



## **SECTION 37. FORCE MAJURE**

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, disease pandemics, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

## **SECTION 38. ALTERNATIVE DISPUTE RESOLUTION**

In accordance with Section 2306.082 of the Texas Government Code, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

## **SECTION 39. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

## **SECTION 40. COUNTERPARTS AND FACSIMILE SIGNATURES**

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

## **SECTION 41. NUMBER, GENDER**

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

## **SECTION 42. NOTICE**

- A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

### **As to Department:**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
P. O. Box 13941  
Austin, Texas 78711-3941  
Attention: Michael De Young, Director of Community Affairs  
Telephone: (512) 475-2125  
Fax: (512) 475-3935  
michael.deyoung@tdhca.state.tx.us

### **As to Subrecipient:**

Texoma Council of Governments  
1117 Gallagher Dr  
Sherman, TX 750903108  
Attention: Eric Bridges, Executive Director  
Telephone: (903) 813-3512 Fax: (903) 813-3511  
Email: ebridges@texoma.cog.tx.us

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 42.
- C. Subrecipient shall provide contact information to the Department in accordance with 10 TAC §6.6.

## **SECTION 43. VENUE AND JURISDICTION**

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

## **SECTION 44. LIMITATION ON ABORTION FUNDING**

- A. Pursuant to Chapter 2272 of the Texas Government Code, to the extent allowed by federal and state law, the Department may not enter into this Contract with an "abortion provider" or an "affiliate" of an abortion provider, as said terms are defined thereunder, if funds under this Contract are appropriated from state or local tax revenue.
- B. By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any funds under this Contract from state or local tax revenue, it is eligible to receive said funds, and that it will not utilize said funds in any way contrary to this Section 44 during the Contract Term.

#### **SECTION 45. ASSIGNMENT**

This Contract is made by Department to Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of Department, which consent may be withheld in Department's sole discretion.

EXECUTED to be effective on **January 01, 2022**

#### **SUBRECIPIENT:**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

#### **DEPARTMENT:**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,**  
**a public and official agency of the State of Texas**

By:  
Title: Its duly authorized officer or representative  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 34210003695**  
**FY 2021 The Consolidated Appropriations Act (PL 116-260)**  
**(CFDA # 93.568)**

**ADDENDUM A**

**CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE**

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **SUBRECIPIENT:**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:

Title:

Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 34210003695**  
**FY 2021 The Consolidated Appropriations Act (PL 116-260)**  
**(CFDA # 93.568)**

**ADDENDUM B**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

*This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F., Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.*

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

Texoma Council of Governments  
1117 Gallagher Dr  
Sherman, TX 750903108

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

**SUBRECIPIENT:**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 34210003695**  
**FY 2021 The Consolidated Appropriations Act (PL 116-260)**  
**(CFDA # 93.568)**

**ADDENDUM C**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

**SUBRECIPIENT:**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 34210003695**  
**FY 2021 The Consolidated Appropriations Act (PL 116-260)**  
**(CFDA # 93.568)**

**ADDENDUM D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
  - (1) Is in connection with this award;
  - (2) Reached its final disposition during the most recent five year period; and
  - (3) Is one of the following:
    - i. A criminal proceeding that resulted in a conviction, as defined below;
    - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage in excess of \$100,000; or
    - iv. Any other criminal, civil, or administrative proceeding if:
      - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
      - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
      - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (4) For purposes of section (e) of this certification the following definitions apply:
  - i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- ii. A “conviction”, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction,” without modification, in all subcontracts and in all solicitations for subcontracts:

**“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Subcontracts/ Lower Tier Covered Transactions**

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**LOWER TIER PARTICIPANT/SUBCONTRACTOR:**

\_\_\_\_\_  
[Signature]  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

**SUBRECIPIENT:**

**Texoma Council of Governments  
a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 34210003695**  
**FY 2021 The Consolidated Appropriations Act (PL 116-260)**  
**(CFDA # 93.568)**

**ADDENDUM E**

**PRWORA REQUIREMENTS**

If an individual is applying for LIHWAP Funds, a Subrecipient must verify that the individual applying for LIHWAP Funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA") or ("Act"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 *et. seq.*, as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

There are certain types of assistance that are not subject to the Act's restriction on access to public benefits based on immigration status. This includes activities that: (1) deliver in-kind services at the community level, (2) are necessary for the protection of life or safety, and (3) do not condition the provision of assistance on the applicant's income or resources.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility (8 U.S.C. §1642 (a) and (b)). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

**CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR  
ENTITLEMENTS (SAVE) SYSTEM**

**Subrecipient shall:**

**(1) System Use.**

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), <http://www.uscis.gov/save/what-save/save-webinars>, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

- (e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;
- (f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;
- (g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at <https://www.uscis.gov/e-verify/employers/monitoring-and-compliance> or 202-443-0104;
- (h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;
- (i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;
- (j) Comply with the requirements of the Federal Information Security Modernization Act of 2014 ("FISMA") (PL-113-283, as amended) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;
- (k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeking access to information regarding him/her may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at [http://www.uscis.gov/USCIS/Verification/SAVE/SAVE\\_Native\\_Documents/Fact\\_Sheet\\_HowToCorrectYourRecordswithUSCIS.pdf](http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf) (subject to revision and reposting on the SAVE Website and Online Resources);
- (l) Comply with the Privacy Act, 5 U.S.C. §552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;
- (m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;
- (n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted at [http://www.uscis.gov/USCIS/Verification/SAVE/SAVE\\_Native\\_Documents/Fact\\_Sheet\\_HowToCorrectYourRecordswithUSCIS.pdf](http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf), (subject to revision and reposting on the SAVE Website and Online Resources);
- (o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and
- (p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of Section 274A of the Immigration and Nationality Act, 8 U.S.C. §1324a.

(2) Monitoring and Compliance.

- (a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;
- (b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;
- (c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget ("OMB") Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"
- (d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;
- (e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Addendum E and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;
- (f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;
- (g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;
- (h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Addendum E and the SAVE Program requirements by its authorized agents or designees;
- (i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Addendum E, SAVE Program procedures or other applicable law, regulation or policy; and
- (j) Provide Department and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number Users authorized representative for any notifications, questions or problems that may arise in connection with Users participation in SAVE and with notification of changes in the benefit offered by the User.

(3) Criminal Penalties.

- (a) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Contract may be subject to criminal penalties.

(4) Third Party Liability.

(a) Each party to this Contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this Contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(b) Nothing in this Contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

(5) Points of Contact

Michael De Young  
Director of Community Affairs  
Texas Department of Housing and Community Affairs  
Community Affairs Division  
P.O. Box 13941  
Austin, TX 78711-3941  
Phone: (512) 475-2125  
Email: [michael.deyoung@tdhca.state.tx.us](mailto:michael.deyoung@tdhca.state.tx.us)

USCIS SAVE Program MS 2620  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Washington, DC 20529-2620  
ATTN: SAVE Operations  
Phone: (888) 464-4218  
Email: [saveregistration@dhs.gov](mailto:saveregistration@dhs.gov)

USCIS SAVE Monitoring and Compliance MS 2640  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Washington, DC 20529-2640  
Phone: (888) 464-4218  
Email: [save.monitoring@dhs.gov](mailto:save.monitoring@dhs.gov)

(6) Certification.

The undersigned hereby certifies to the Department that all information herein is true and correct to the best of their knowledge and belief. The purpose of this statement is to certify that **Texoma Council of Governments** (Subrecipient):

☐ Is NOT a private nonprofit charitable organization and is an entity created by State Statute and affiliated with a state or governmental entity (such as a housing finance agency, public housing authority, unit of local government, council of governments, county, etc.)

**Certification must have the signature from a representative with authority to execute documents on the Subrecipient's behalf.**

I certify that I understand that fines and imprisonment up to five years are penalties for knowingly and willingly making a materially false, fictitious, or fraudulent statement or entry in any matter under the jurisdiction of the federal government (18 U.S.C. Sec. 1001).

**SUBRECIPIENT:**

**Texoma Council of Governments  
a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 34210003695**  
**The Consolidated Appropriations Act, 2021 (PL 116-260) (CFDA # 93.568)**  
**FY 2021 LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM**

**EXHIBIT A**

**BUDGET**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

**DEPARTMENT FINANCIAL OBLIGATIONS**

**\$ 2,485,990.00** LIHWAP FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

<b>BUDGET CATEGORY</b>	<b>FUNDS</b>	<b>%</b>
Administration	\$ 326,410.00	-
Direct Services	\$ 2,159,580.00	-
P1 Restoration of Services	\$ 941,685.00	
P1 Water/Waste Water	\$ 0.00	
P1 Multiple Services	\$ 0.00	
P1 Other Water Services	\$ 0.00	
P2 Prevention of Disconnection	\$ 941,685.00	
P2 Water/Waste Water	\$ 0.00	
P2 Multiple Services	\$ 0.00	
P2 Other Water Services	\$ 0.00	
P3 Rate Reduction (Current Bill)	\$ 0.00	
P3 Water/Waste Water	\$ 0.00	
P3 Multiple Services	\$ 0.00	
P3 Other Water Services	\$ 0.00	
Outreach/Eligibility	\$ 276,210.00	
<b>TOTAL CEAP BUDGET</b>	<b>\$ 2,485,990.00</b>	<b>-</b>



General Administrative and coordination of LIHWAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to thirteen percent (13%) of the Contract expenditures. All other administrative costs, exclusive of costs for outreach/eligibility determination, must be paid with nonfederal funds.

Program services costs including outreach/eligibility determination costs and household benefits costs shall not exceed the maximum 86.87% of the Contract expenditures of which 12.79% is allocated for outreach/eligibility determination costs and 74.08% is allocated for household benefits costs. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services such as outreach/eligibility determination and household benefits, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by LIHWAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Subrecipient is limited to only one budget revision request during the first eight (8) months of the Contract Term. A second and final budget revision must be received by the Department no later than forty-five (45) calendar days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in Contract termination. Subrecipient must document outreach, whether the outreach is conducted with LIHWAP Funds or other funds.

## VENDOR REFUNDS

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s), and if the Contract Term has expired.

If the Contract Term has not expired, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses during the Contract Term.

If the Contract Term has expired, Subrecipient must return the vendor refund(s) to the Department. This refund must contain the contract number, and appropriate budget line item associated to the refund(s).

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 34210003695**  
**The Consolidated Appropriations Act, 2021 (PL 116-260) (CFDA # 93.568)**  
**FY 2021 LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM**

**EXHIBIT B**

**PERFORMANCE STATEMENT**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

**PERFORMANCE BENCHMARKS AS REFLECTED THROUGH THE MONTHLY EXPENDITURE AND PERFORMANCE REPORT**

The original amount of funds awarded under this Contract can be found in Section 4F of the Contract.

1. By June 30, 2022, Subrecipient must demonstrate expenditure of 25% or greater of the original amount funds awarded under this Contract;
2. By September 30, 2022, Subrecipient must demonstrate expenditure of 40% or greater of the original amount of funds awarded under this Contract;
3. By December 31, 2022, Subrecipient must demonstrate expenditure of 60% or greater of the original amount of funds awarded under this Contract;
4. By February 28, 2023, Subrecipient must demonstrate expenditure of 80% or greater of the original amount of funds under this Contract;
5. Subrecipient must submit a final Monthly Expenditure and Performance Report no later than 45 days after the end of the Contract Term.

**TO:** TCOG Governing Board  
**FROM:** Eric Bridges, Executive Director *EUB*  
**DATE:** April 21, 2022  
**RE:** TCOG representation on TDA's Unified Scoring Committee

### **RECOMMENDATION**

Nominate a currently serving elected or appointed official of a non-entitlement community to serve as TCOG's regional representative on Texas Department of Agriculture's CDBG Unified Scoring Committee.

### **BACKGROUND**

For the 2020-2021 biennium, the Texas Department of Agriculture CDBG adopted a new rule calling for one representative from each state planning region (i.e. COG) to serve on a single, statewide Unified Scoring Committee (USC). The USC replaced the Regional Review Committee and is responsible for developing the objective scoring factors for all regions used to prioritize applications to TDA-CDBG's Community Development Fund. USC nominees are appointed by the Governor.

### **DISCUSSION**

The Community Development Fund is the largest fund category in the TxCDBG program. The fund is available on a biennial basis for funding a competition in each of the 24 state planning regions. Although most of the funds are used for public facilities (water/wastewater infrastructure, street and drainage improvements and housing activities), there are numerous other activities for which these funds may be used. Funds are allocated to each state planning region to ensure a broad geographic distribution of funds. Eligible applicants are nonentitlement general purpose units of local government.

### **BUDGET**

Only budget impact are travel-related expenses tied to the nominee's required attendance in a USC kick-off meeting in Corpus Christi on May 5<sup>th</sup>.

**TO:** TCOG Governing Board  
**FROM:** Mindi Jones, Finance Director *MJ*  
**DATE:** April 21, 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.

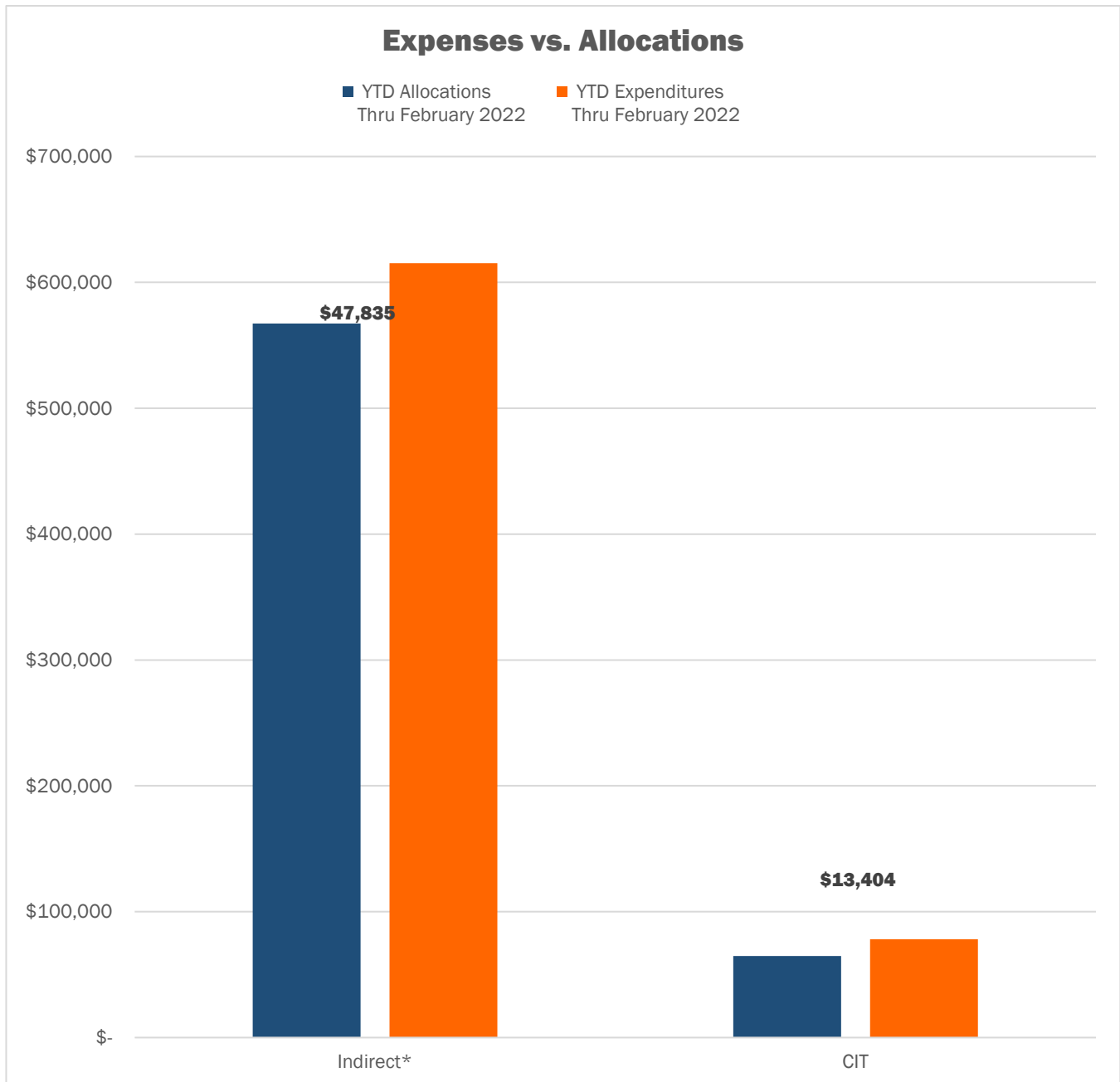
**100 - General - 16.7%**  
10 - Finance and Administration  
10000 - Indirect Pool  
02/01/2022 - 02/28/2022

	Current Month				% of Budget
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
<b>REVENUE</b>					
Mortgage					
Interest Income	\$ -	\$ 10.90	\$ 57.66	\$ 57.66	0.00%
<b>Total INDIRECT SALARY</b>	<b>\$ -</b>	<b>\$ 10.90</b>	<b>\$ 57.66</b>	<b>\$ 57.66</b>	<b>0.00%</b>
<b>INDIRECT SALARY</b>					
Indirect Salary					
Salaries	\$ 346,684.00	\$ 27,091.26	\$ 275,206.16	\$ 71,477.84	20.62%
FICA/Medicare	\$ 26,521.29	\$ 2,096.49	\$ 21,305.26	\$ 5,216.03	19.67%
Unemployment Insurance	\$ 433.80	\$ 423.83	\$ 2,653.49	\$ (2,219.69)	(511.69)%
Workers Compensation	\$ 1,268.47	\$ 114.18	\$ 1,365.52	\$ (97.05)	(7.65)%
Insurance Health	\$ 14,867.58	\$ 2,019.36	\$ 16,910.76	\$ (2,043.18)	(13.74)%
Insurance Health Copay Medical	\$ 25,834.32	\$ 1,347.56	\$ 13,725.06	\$ 12,109.26	46.87%
Dental	\$ 1,622.41	\$ 133.54	\$ 1,147.53	\$ 474.88	29.27%
Insurance Health Savings Account	\$ 2,590.20	\$ 313.44	\$ 2,624.78	\$ (34.58)	(1.34)%
Insurance Health Retirement Accou	\$ 2,349.55	\$ 132.84	\$ 1,353.00	\$ 996.55	42.41%
Insurance Life	\$ 340.29	\$ 9.36	\$ 203.99	\$ 136.30	40.05%
Employee Assistance Program	\$ 111.05	\$ -	\$ 111.08	\$ (0.03)	(0.03)%
Retirement	\$ 24,191.41	\$ 1,892.65	\$ (13,031.61)	\$ 37,223.02	153.87%
<b>Total INDIRECT SALARY</b>	<b>\$ 446,814.37</b>	<b>\$ 35,574.51</b>	<b>\$ 323,575.02</b>	<b>\$ 123,239.35</b>	<b>27.58%</b>
<b>CONTRACTED SERVICES</b>					
Janitorial	\$ 13,608.00	\$ 1,133.72	\$ 11,337.20	\$ 2,270.80	16.69%
Lawn Service	\$ 2,988.00	\$ 248.86	\$ 2,488.60	\$ 499.40	16.71%
Pest Control	\$ 541.00	\$ 45.10	\$ 630.58	\$ (89.58)	(16.56)%
<b>Total CONTRACTED SERVICES</b>	<b>\$ 17,137.00</b>	<b>\$ 1,427.68</b>	<b>\$ 14,456.38</b>	<b>\$ 2,680.62</b>	<b>15.64%</b>
<b>PROFESSIONAL SERVICES</b>					
Audit	\$ 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	\$ 5,733.00	57.14%
Legal	\$ 8,000.00	\$ -	\$ 4,550.00	\$ 3,450.00	43.13%
Other	\$ -	\$ -	\$ 5,577.55	\$ (5,577.55)	0.00%
<b>Total PROFESSIONAL SERVICES</b>	<b>\$ 60,213.00</b>	<b>\$ -</b>	<b>\$ 50,628.80</b>	<b>\$ 9,584.20</b>	<b>15.92%</b>
<b>UTILITIES</b>					
Electric	\$ 62,868.00	\$ 4,496.79	\$ 58,873.82	\$ 3,994.18	6.35%
Natural Gas	\$ 21,120.00	\$ 3,067.69	\$ 26,604.14	\$ (5,484.14)	(25.97)%
Sanitation	\$ 1,788.00	\$ 146.29	\$ 1,499.77	\$ 288.23	16.12%
Water	\$ 3,420.00	\$ 207.60	\$ 2,260.58	\$ 1,159.42	33.90%
<b>Total UTILITIES</b>	<b>\$ 89,196.00</b>	<b>\$ 7,918.37</b>	<b>\$ 89,238.31</b>	<b>\$ (42.31)</b>	<b>(0.05)%</b>
<b>OTHER</b>					
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	\$ 244.00	\$ 3,578.40	\$ (2,198.40)	(159.30)%
Depreciation	\$ 60,000.00	\$ 5,000.00	\$ 50,000.00	\$ 10,000.00	16.67%
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	\$ 116.34	\$ 893.65	\$ 1,106.35	55.32%
Printed Material	\$ 1,620.00	\$ -	\$ 631.59	\$ 988.41	61.01%
Building Maintenance	\$ 32,000.00	\$ 11,466.28	\$ 39,360.44	\$ (7,360.44)	(23.00)%

	Current Month				% of Budget
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
Elevator Maintenance	\$ -	\$ 547.21	\$ 5,402.53	\$ (5,402.53)	0.00%
Training & Travel	\$ 8,400.00	\$ 646.16	\$ 7,102.55	\$ 1,297.45	15.45%
Supplies	\$ 13,000.00	\$ 337.75	\$ 5,755.89	\$ 7,244.11	55.72%
<b>Total OTHER</b>	<b>\$ 149,050.00</b>	<b>\$ 18,357.74</b>	<b>\$ 137,243.76</b>	<b>\$ 11,806.24</b>	<b>7.92%</b>
<b>Total INDIRECT</b>	<b>\$ 762,410.37</b>	<b>\$ 63,278.30</b>	<b>\$ 615,142.27</b>	<b>\$ 147,268.10</b>	<b>19.32%</b>
<b>YTD Budget</b>			<b>\$ 635,341.98</b>		
<b>REIMBURSEMENT</b>					
Allocation Indirect Expense	\$ 712,396.00	\$ 55,026.49	\$ 567,249.50	\$ 145,146.50	20.37%
<b>Total REIMBURSEMENT</b>	<b>\$ 712,396.00</b>	<b>\$ 55,026.49</b>	<b>\$ 567,249.50</b>	<b>\$ 145,146.50</b>	<b>20.37%</b>
<b>YTD Budget</b>			<b>\$ 593,663.33</b>		
<b>CENTRAL IT</b>					
IT-Voice & Data Service	\$ 11,652.00	\$ 1,002.28	\$ 10,099.33	\$ 1,552.67	13.33%
IT-Hardware	\$ 3,050.00	\$ -	\$ 4,033.10	\$ (983.10)	(32.23)%
Network Professional Services	\$ 52,986.00	\$ 4,916.00	\$ 47,725.32	\$ 5,260.68	9.93%
Software-Licensing-Maint	\$ 18,552.00	\$ 413.70	\$ 16,249.19	\$ 2,302.81	12.41%
<b>Total EXPENSES</b>	<b>\$ 86,240.00</b>	<b>\$ 6,331.98</b>	<b>\$ 78,106.94</b>	<b>\$ 8,133.06</b>	<b>9.43%</b>
<b>YTD Budget</b>			<b>\$ 71,866.67</b>		
<b>REIMBURSEMENT</b>					
Allocation CIT Expense	\$ 86,240.00	\$ 6,395.65	\$ 64,703.02	\$ 21,536.98	24.97%
<b>Total REIMBURSEMENT</b>	<b>\$ 86,240.00</b>	<b>\$ 6,395.65</b>	<b>\$ 64,703.02</b>	<b>\$ 21,536.98</b>	<b>24.97%</b>
<b>YTD Budget</b>			<b>\$ 71,866.67</b>		

## FYE 2021 YTD Indirect and CIT Budgets

	FY 2021 Approved Budget	YTD Allocations Thru February 2022	YTD Expenditures Thru February 2022	Budget Balance	% of Budget Remaining	Under/(Over)
Indirect*	\$ 712,396	\$ 567,250	\$ 615,142	\$ 97,254	13.65%	\$ 47,835
CIT	86,240	64,703	78,107	8,133	9.43%	13,404
<b>Total</b>	<b>\$ 798,636</b>	<b>\$ 631,953</b>	<b>\$ 693,249</b>	<b>\$ 105,387</b>	<b>13.20%</b>	<b>\$ 61,239</b>



\*Includes Year-to-Date Depreciation Expense Estimate

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

	<b>Prior Year (02/28/2021)</b>	<b>Prior Month <i>Not</i> Reconciled to Audit (02/28-2022)</b>	<b>Year-to-Date Change (\$)</b>	<b>Change (%)</b>	<b>Current Month <i>Not</i> Reconciled 3/31/2022)</b>	<b>Notes</b>
<b>ASSETS</b>						
<b>Current Assets</b>						
Cash in Bank General	(67,931)	43,457	111,388	-163.97%	484,723	
Cash in Bank TCEQ	14,550	2,600	(11,950)	-82.13%	2,600	
Cash in Bank Local	156,115	111,584	(44,531)	-28.52%	252,130	
Cash in Bank 911	406,824	204,605	(202,219)	-49.71%	133,823	
Cash in Bank FSS	130,755	115,724	(15,031)	-11.50%	118,855	Down due to Forfeitures
Cash in Bank Section 8	156,859	109,670	(47,189)	-30.08%	123,317	Using reserve dollars
Texpool Investment Acct	333,365	273,770	(59,595)	-17.88%	273,770	Transferred \$59249 to general fund
Accounts Receivable	577,335	1,683,203	1,105,868	191.55%	298,803	
Travel Advance	0	853	853	0.00%	1,141	Starting to travel again
Prepaid Items	8,929	7,337	(1,592)	-17.83%	8,657	
Due From	1,506,195	2,296,087	789,892	52.44%	2,470,196	
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
<b><u>Total Current Assets</u></b>	<b><u>3,268,126</u></b>	<b><u>4,804,066</u></b>	<b><u>1,535,940</u></b>	<b><u>47.00%</u></b>	<b><u>4,123,191</u></b>	
<b>Fixed Assets</b>						
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%	3,684,473	*Amount changed with yearend entry - PSAP equipment
Accumulated Depreciation	(3,473,148)	(3,713,117)	(239,969)	6.91%	(3,713,117)	*Amount changed with yearend entry- Entry made but not finalized
<b><u>Total Fixed Assets</u></b>	<b><u>2,379,578</u></b>	<b><u>2,777,368</u></b>	<b><u>397,790</u></b>	<b><u>16.72%</u></b>	<b><u>2,777,368</u></b>	
<b>Total ASSETS</b>	<b><u>5,647,704</u></b>	<b><u>7,581,434</u></b>	<b><u>1,933,730</u></b>	<b><u>34.24%</u></b>	<b><u>6,900,559</u></b>	
<b>LIABILITIES</b>						
Accounts Payable	421,653	725,669	304,016	72.10%	388,165	
Payroll Liability	(12,562)	(25,882)	(13,320)	106.03%	6,606	
FSS Escrow Liability	129,755	114,724	(15,031)	-11.58%	117,855	Down due to Forfeitures
Due To Due From Other Funds	1,506,195	2,296,087	789,892	52.44%	2,470,196	Close out of grants
Deferred Local Revenue - AAA	181	(6,288)	(6,469)	-3574.03%	(7,007)	
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
<b><u>Total LIABILITIES</u></b>	<b><u>2,679,938</u></b>	<b><u>3,666,489</u></b>	<b><u>986,551</u></b>	<b><u>36.81%</u></b>	<b><u>3,537,994</u></b>	
<b>Fund Balance</b>	<b><u>2,967,766</u></b>	<b><u>3,914,945</u></b>	<b><u>947,179</u></b>	<b><u>31.92%</u></b>	<b><u>3,362,565</u></b>	
<b>Total Liabilities &amp; Fund Balance</b>	<b><u>5,647,704</u></b>	<b><u>7,581,434</u></b>	<b><u>1,933,730</u></b>	<b><u>34.24%</u></b>	<b><u>6,900,559</u></b>	



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

	Prior Year Thru 02/28/2021	Current Year Thru 02/28/2021	Change (\$)	Change (%)	Current Year Not Reconciled (3/31/2022)	Notes
<b>OPERATION REVENUE</b>						
Grant Revenue	12,271,088	13,391,974	1,120,886	9.13%	13,702,810	
Program Revenue	1,396,172	1,411,349	15,177	1.09%	1,558,509	
Investment Income	<u>486</u>	<u>123</u>	<u>(363)</u>	<u>-74.69%</u>	<u>123</u>	Down due to TexPool Interest
<u>Total OPERATING REVENUE</u>	<u>13,667,746</u>	<u>14,803,446</u>	<u>1,135,700</u>	<u>8.31%</u>	<u>15,261,442</u>	
Total Revenue	<u>13,667,746</u>	<u>14,803,446</u>	<u>1,135,700</u>	<u>8.31%</u>	<u>15,261,442</u>	
<b>EXPENDITURES</b>						
Personnel Expenses	2,402,410	2,427,545	25,135	1.05%	2,662,756	
Program Expenses	415,354	303,796	(111,558)	-26.86%	312,474	Inkind expense up by \$148,012 in 2021
Direct Services	9,358,553	10,238,600	880,047	9.40%	10,971,795	Up Due to Cares
Professional Fees	72,391	170,500	98,109	135.53%	176,285	Regional Coordinator for TxDot
Interest Expense	20,464	17,201	(3,263)	-15.95%	18,617	
Occupancy	420,171	598,122	177,951	42.35%	614,944	Maintenance up from 227,849 to 390,908 Utilities up from 90,527 to 108,827
Conferences, Conventions, & Meetings	42,749	102,018	59,269	138.64%	104,056	
Printing & Publications	41,058	52,330	11,272	27.45%	53,630	
Dues & Subscriptions	17,278	25,778	8,500	49.20%	25,982	
Operations	114,877	130,587	15,710	13.68%	137,940	
Equipment	<u>630,197</u>	<u>85,066</u>	<u>(545,131)</u>	<u>-86.50%</u>	<u>85,066</u>	PSAP Equipment and annual maintenance last year
<u>Total EXPENDITURES</u>	<u>13,535,502</u>	<u>14,151,543</u>	<u>616,041</u>	<u>4.55%</u>	<u>15,163,545</u>	
Net Revenue Over Expenditures	<u>132,244</u>	<u>651,903</u>	<u>519,659</u>	<u>392.95%</u>	<u>97,897</u>	
Depreciation	<u>64,170</u>	<u>50,000</u>	<u>(14,170)</u>	<u>-22.08%</u>	<u>55,000</u>	Estimated amount of depreciation for year-end entry
	<u>68,074</u>	<u>601,903</u>	<u>533,829</u>	<u>415.04%</u>	<u>42,897</u>	

CFDA	PROGRAM	Federal Revenue	State Revenue	Local Revenue	In-Kind	Total Revenue	Performance Period		Period Length (Months)	Months into Period	\$ Expended (Target)	% Expended (Target)	\$ Expended (Actual)	% Expended (Actual)	\$ Remaining for Expenditure	% Difference (Actual / Target)	Notes
14.871	SECTION 8	\$ 3,428,185		\$ 18		\$ 3,428,204	1/1/2022	12/31/2022	12	2	\$ 571,367	16.67%	\$ 583,495	17.02%	\$ 2,844,708.90	0.35%	BALANCE CARRIES FORWARD
93.791	ADRC	\$ 63,161	\$ 71,791			\$ 134,952	9/1/2021	8/31/2022	12	6	\$ 67,476	50.00%	\$ 69,768	51.70%	\$ 65,184.46	1.70%	
14.239	HRA	\$ 456,000				\$ 456,000	3/1/2020	2/23/2022	24	24						0.00%	
MULT.	211 TIRN	\$ 200,808	\$ 199,311			\$ 400,119	9/1/2021	8/31/2022	12	6	\$ 200,060	50.00%	\$ 200,002	49.99%	\$ 200,117.07	-0.01%	
93.568	CEAP	\$ 4,518,059				\$ 4,518,059	1/1/2021	3/31/2022	15	14	\$ 4,216,855	93.33%	\$ 4,514,726	99.93%	\$ 3,332.80	6.59%	CONTRACT EXTENDED TO 3/31/22 in 1/22
93.568	CEAP	\$ 4,093,653				\$ 4,093,653	1/1/2022	12/31/2022	12	2	\$ 682,276	16.67%	\$ -	0.00%	\$ 4,093,653.00	-16.67%	CANNOT SPEND UNTIL CEAP ARP IS SPENT
93.568	CEAP ARP	\$ 4,207,373				\$ 4,207,373	10/1/2021	9/30/2022	12	5	\$ 1,753,072	41.67%	\$ 73,423	1.75%	\$ 4,133,949.59	-39.92%	SPENT 750,000 IN MARCH
93.569	CSBG	\$ 247,352				\$ 247,352	1/1/2021	3/31/2022	15	14	\$ 230,862	93.33%	\$ 247,352	100.00%	\$ -		CONTRACT SPENT
93.569	CSBG	\$ 243,107				\$ 243,107	1/1/2022	12/31/2022	12	2	\$ 40,518	16.67%	\$ 17,104	7.04%	\$ 226,002.57	-9.63%	NEW CONTRACT
93.569	CSBG CARES	\$ 321,262				\$ 321,262	3/27/2020	3/31/2022	25	23	\$ 295,561	92.00%	\$ 321,262	100.00%	\$ -	8.00%	CONTRACT SPENT
93.568	LIHEAP	\$ 826,965				\$ 826,965	1/1/2022	12/31/2022	12	2	\$ 137,828	16.67%	\$ 224,178	27.11%	\$ 602,787.17	10.44%	NEW CONTRACT
81.042	DOE	\$ 365,377				\$ 365,377	7/1/2021	6/30/2022	12	8	\$ 243,585	66.67%	\$ 191,242	52.34%	\$ 174,135.30	-14.33%	DID NOT START SPENDING UNTIL 9/21
93.568	LIHWAP	\$ 2,485,990				\$ 2,485,990	1/1/2022	3/31/2023	15	2	\$ 331,465	13.33%	\$ -	0.00%	\$ 2,485,990.00	-13.33%	NEW CONTRACT
N/A	ATMOS			\$ 15,000		\$ 15,000	1/1/2022	12/31/2022	12	2	\$ 2,500	16.67%	\$ -	0.00%	\$ 15,000.00	-16.67%	ON GOING. NO CONTRACT END DATE
N/A	COSERV			\$ 3,300		\$ 3,300	1/1/2022	12/31/2022	12	2	\$ 550	16.67%	\$ -	0.00%	\$ 3,299.87	-16.67%	ON GOING. NO CONTRACT END DATE
N/A	FRONTIER			\$ 15,000		\$ 15,000	1/1/2022	12/31/2022	12	2	\$ 2,500	16.67%	\$ 48	0.32%	\$ 14,951.75	-16.35%	ROLLS OVER TO NEW CONTRACT
N/A	TACAA			\$ 227,500		\$ 227,500	1/1/2022	10/31/2022	10	2	\$ 45,500	20.00%	\$ 69,677	30.63%	\$ 157,822.76	10.63%	ROLLS OVER TO NEW CONTRACT
N/A	RELIANT			\$ 51,499		\$ 51,499	1/1/2022	12/31/2022	12	2	\$ 8,583	16.67%	\$ 2,424	4.71%	\$ 49,075.42	-11.96%	ON GOING. NO CONTRACT END DATE
N/A	TRINITY VALLEY COOP			\$ 1,250		\$ 1,250	1/1/2022	12/31/2022	12	2	\$ 208	16.67%	\$ -	0.00%	\$ 1,250.00	-16.67%	ON GOING. NO CONTRACT END DATE
N/A	DIRECT ENERGY			\$ 5,000		\$ 5,000	1/1/2022	12/31/2022	12	2	\$ 833	16.67%	\$ 322	6.45%	\$ 4,677.57	-10.22%	ON GOING. NO CONTRACT END DATE
N/A	TXU			\$ 35,000		\$ 35,000	10/1/2021	9/30/2022	12	5	\$ 14,583	41.67%	\$ 8,156	23.30%	\$ 26,844.40	-18.36%	ON GOING. NO CONTRACT END DATE
94.011	FGP	\$ 220,000			\$ 23,500	\$ 243,500	7/1/2021	6/30/2022	12	8	\$ 162,333	66.67%	\$ 106,055	43.55%	\$ 137,444.74	-23.11%	ON TRACK BASED ON ACTIVITIES
94.002	RSVP	\$ 69,113			\$ 16,500	\$ 85,613	7/1/2021	6/30/2022	12	8	\$ 57,075	66.67%	\$ 40,974	47.86%	\$ 44,638.86	-18.81%	ON TRACK BASED ON ACTIVITIES
N/A	FGP STATE		\$ 5,316			\$ 5,316	9/1/2021	8/31/2022	12	6	\$ 2,658	50.00%	\$ 2,598	48.87%	\$ 2,718.48	-1.13%	ON TRACK BASED ON ACTIVITIES
N/A	RSVP STATE		\$ 24,937			\$ 24,937	9/1/2021	8/31/2022	12	6	\$ 12,469	50.00%	\$ 11,184	44.85%	\$ 13,753.82	-5.15%	ON TRACK BASED ON ACTIVITIES
11.303	EDA PLANNING	\$ 210,000		\$ 45,000	\$ 165,000	\$ 420,000	1/1/2021	12/31/2023	36	14	\$ 163,333	38.89%	\$ 120,565	28.71%	\$ 299,434.86	-10.18%	ON TRACK BASED ON ACTIVITIES
11.303	EDA CARES	\$ 400,000				\$ 400,000	7/1/2020	6/30/2022	24	20	\$ 333,333	83.33%	\$ 264,718	66.18%	\$ 135,282.50	-17.15%	ON TRACK BASED ON ACTIVITIES
N/A	MSW		\$ 230,000			\$ 230,000	9/1/2021	8/31/2023	24	6	\$ 57,500	25.00%	\$ 32,043	13.93%	\$ 197,957.22	-11.07%	ON TRACK BASED ON ACTIVITIES
N/A	TXCDBG		\$ 8,799			\$ 8,799	9/1/2021	8/31/2022	12	6	\$ 4,400	50.00%	\$ 1,293	14.70%	\$ 7,505.94	-35.30%	ON TRACK BASED ON ACTIVITIES
N/A	GIS			\$ 178,151		\$ 178,151	10/1/2021	4/30/2022	7	5	\$ 127,251	71.43%	\$ 57,639	32.35%	\$ 69,611.39	-39.07%	ON TRACK BASED ON ACTIVITIES
N/A	CJD		\$ 68,026		\$ 29,131	\$ 97,157	9/1/2021	8/31/2022	12	6	\$ 48,579	50.00%	\$ 30,403	31.29%	\$ 66,754.30	-18.71%	CONTRACT ROLLS OVER
N/A	911-2021		\$ 876,621			\$ 876,621	9/1/2021	8/31/2023	24	6	\$ 219,155	25.00%	\$ 328,690	37.50%	\$ 547,931.48	12.50%	ON TRACK BASED ON ACTIVITIES
N/A	HS GD IL		\$ 34,307			\$ 34,307	9/1/2021	8/31/2022	12	6	\$ 17,153	50.00%	\$ 6,994	20.39%	\$ 27,313.15	-29.61%	CONTRACT ROLLS OVER
97.067	HLSEC PLANNING	\$ 65,000				\$ 65,000	1/1/2022	12/31/2022	12	2	\$ 10,833	16.67%	\$ 8,568	13.18%	\$ 56,432.04	-3.49%	CONTRACT ENDED
N/A	RI-RADIO INFRA		\$ 1,600,000			\$ 1,600,000	9/1/2020	9/30/2022	25	18	\$ 1,152,000	72.00%	\$ 536,086	33.51%	\$ 1,063,913.56	-38.49%	ON TRACK BASED ON ACTIVITIES
N/A	MITIGATION			\$ 75,000		\$ 75,000	5/1/2021	4/30/2022	12	10	\$ 62,500	83.33%	\$ 25,179	33.57%	\$ 49,820.95	-49.76%	ON TRACK BASED ON ACTIVITIES
N/A	SHSP-LETPA	\$ 207,869				\$ 207,869	10/1/2021	9/30/2022	12	5	\$ 86,612	41.67%	\$ 137,633	66.21%	\$ 70,235.78	24.54%	ON TRACK BASED ON ACTIVITIES
MULT.	AAA	\$ 2,155,850	\$ 122,194	\$ 1,220,860	\$ 61,000	\$ 3,559,904	10/1/2021	9/30/2022	12	5	\$ 1,483,293	41.67%	\$ 869,846	24.43%	\$ 2,690,057.57	-17.23%	ON TRACK BASED ON ACTIVITIES
Total		\$ 24,785,124	\$ 3,241,303	\$ 1,872,578	\$ 295,131	\$ 30,194,137					\$ 12,846,661		\$ 9,103,648		\$ 20,583,589		