



TCOG Governing Board

Meeting Agenda

Presiding Location: 1117 Gallagher Drive, Sherman, Texas
Eisenhower Room
January 19, 2023 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 December 15, 2022
- G. **Induct New Governing Board Members for 2023-2025**

TCOG Governing Board Pledge: In accepting this responsibility as a Governing Board member, do you pledge: to uphold the bylaws of the organization, to be faithful in attendance, to strive to achieve the TCOG mission while representing our constituents, to foster full and active participation of all Governing Board members, and to promote our strengths as a region
- H. **Consent**

All items on Consent Agenda are considered 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 Board 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. **PY 2022 Community Services Block Grant (CSBG) contract # 61220003659 Contract Extension (ES):** Ratify contract extension, Amendment # 2 for the Community Services Block Grant # 61220003659
Judy Fullylove, Energy Services Director - page 5
 - 2. **PY 2022 Comprehensive Energy Assistance Program (CEAP) contract # 58220003597 Amendment #2 (ES):** Ratify CEAP Contract Amendment #2 for PY-2022
Judy Fullylove, Energy Services Director - page 8
- I. **Action**
 - 1. **FYE 2023 Cost Pool Report and Monthly Financial Statements (AF):** Review and accept the monthly Cost Pool report and financial statements
Lori Cannon, Financial Consultant - page 13
 - 2. **PY 2023 Community Services Block Grant contract # 61230003812 (ES):** Approve PY 2023 Community Services Block Grant contract # 61230003812
Judy Fullylove, Energy Services Director - page 19
 - 3. **FY 2023 Comprehensive Energy Assistance Program (CEAP) contract # 58230003847 (ES):** Approve the FY2023 Comprehensive Energy Assistance Program contract # 58230003847
Judy Fullylove, Energy Services Director - page 48
 - 4. **Front Room Equipment Refresh for the Texoma Region (RS):** Approve contract with AT&T for the purchase and installation of Front Room Equipment in Texoma Region Public Safety Answering Points
Beth Eggar, 9-1-1 Program Manager - page 82
 - 5. **TCOG Governing Board Designee to the Texas Association of Regional Councils (TARC) (AF):** Appoint a TCOG Board designee to the Texas Association of Regional Councils (TARC)
Eric Bridges, Executive Director - page 118

AS: Aging Services Department AF: Administration & Finance Department CS: Client Services Department ES: Energy Services RS: Regional Services

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

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



TCOG Governing Board

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Eisenhower Room

January 19, 2023 5:30 p.m.

6. **TCOG Human Resources Advisory Committee appointment (AF):** Appoint a Fannin County representative to serve on TCOG's Human Resources Advisory Committee
Eric Bridges, Executive Director - page 119

J. **President's Report**

K. **Adjourn**

APPROVAL

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

Eric M. Bridges, Executive Director

AS: Aging Services Department AF: Administration & Finance Department CS: Client Services Department ES: Energy Services RS: Regional Services

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Members Present: Edwina Lane, Bryan Wilson, James Thorne, Dr. John Spies, Juston Dobbs, Adam Arendt, Clifford Sicking, Randy Moore (Zoom)

Members Absent: Scott Neu, John Burnett, John Nix, Jeff Whitmire, Ken Keeler, Jim Atchison

- A.** Edwina Lane called the meeting to order at 5:32 p.m.
- B.** James Thorne provided the invocation and Dr. Spies led the pledges.
- C.** Guests included: Eric Bridges, Lori Cannon, Judy Fullylove, Mary Browning-Rodriguez, Sabino Botello, Molly Guard, Stephanie Davidson, Beth Eggar, Mike Springer
- D.** There was no public comment.
- E. Executive Director's Report**
1. Eric Bridges directed the board to their packets, providing an update on strategic priorities and key activities, including the progress on TCOG's HVAC project, and building disposition discussion.
- F. Approval of Minutes**
1. Juston Dobbs made a motion to accept the meeting minutes for November 17, 2022. James Thorne seconded the motion. Motion carried unanimously.
- G.** Mr. Mike Springer, Member of the Board of Trustees of the Pottsboro Independent School District was appointed to the Governing Board replacing John Nix.
- H. Consent**
1. Bryan Wilson made a motion to approve the consent items to accept the report of investments for the period January 1, 2022 through September 30, 2022 and TCOG's FYE 2022 Annual Report. Mike Springer seconded the motion. Motion carried unanimously.
- I. Action**
1. Dr. Spies made a motion to accept the FYE 2023 Cost Pool Report and Monthly Financial Statements. Juston Dobbs seconded the motion. The motion carried unanimously.
 2. A motion was made by Mike Springer and seconded by Clifford Sicking to approve the cost increase in HVAC units as required by the new 2023 Department of Energy (DOE) minimum energy efficiency requirements. The motion carried unanimously.
 3. No discussion or action was taken on the Affordable Connectivity Outreach Grant Program.
 4. Dr. Spies made a motion to establish and appoint the following members to serve on an Ad-Hoc Building and Property Management Committee:
 - a. Edwina Lane
 - b. Jeff Whitmire
 - c. Juston Dobbs
 - d. Bryan Wilson
- Clifford Sicking seconded the motion. The motion carried unanimously.
- J. Presidents Report**
1. Edwina Lane thanked the board members and staff for their attendance, wished everyone a Merry Christmas and recognized Fannin County Judy Randy Moore for this contributions, support



TCOG Governing Board


Meeting Minutes

Presiding Location: 1117 Gallagher Drive, Sherman, Texas
December 15, 2022 – 5:30 p.m.

and advocacy during his tenure on the Governing Board. The meeting was adjourned at 6:42 p.m.

DRAFT



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Director 
DATE: January 5, 2023
RE: PY 2022 Contract Extension for the Community Services Block Grant (CSBG)

RECOMMENDATION

Ratify contract extension, Amendment Number 2, for the 2022 Community Services Block Grant with Texas Department of Housing and Community Affairs (TDHCA); contract number 61220003659

BACKGROUND

The **CSBG** program provides support for a range of services and activities that address the causes and conditions of poverty. TCOG provides services and activities addressing employment, education, better use of available income, housing, nutrition, emergency services and health.

Counties served: Cooke, Fannin, and Grayson.

DISCUSSION

TDHCA has extended the 2022 CSBG contract ending date from December 31, 2022 to March 31, 2023 to allow full expenditure of contract funds.

BUDGET

Final budget amount of \$250,185.00.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NUMBER 2 TO CONTRACT NUMBER 61220003659
FY 2022 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2201TXCOSR
Award Year (Year of Award from HHS to TDHCA): 2022
Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment Number **2** to 2022 Community Services Block Grant Program (CSBG) Contract Number **61220003659** ("Amendment") 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 collectively referred to as "Parties".

RECITALS

WHEREAS, the Department and Subrecipient, executed the 2022 Community Services Block Grant Program Contract Number **61220003659** ("Contract"); and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2. Contract Term, of this Contract is hereby amended to read as follows:

This Contract shall commence on January 01, 2022, and, unless earlier terminated, shall end March 31, 2023 ("contract term"),

2. Section 4. A Department Financial Obligations, of this Contract is hereby amended to read as follows:

"Section 4. A. Department Financial Obligations. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **\$250,185.00** in accordance with the budget as approved by the Department with the community action plan (as may be amended in writing), and the terms of this Contract."

3. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.
4. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
5. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.
6. If any of the Parties returns a 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.

7. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
8. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
9. This Amendment shall be effective on **August 25, 2022.**

AGREED TO AND EXECUTED BY:

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:



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Director 
DATE: January 13, 2023
RE: Texas Department of Housing and Community Affairs (TDHCA) Comprehensive Energy Assistance Program 2022 Contract Extension

RECOMMENDATION

Ratify CEAP Contract Amendment #2 for PY – 2022 for Utility Assistance (CEAP). Contract #58220003597

BACKGROUND

The Comprehensive Energy Assistance Program (CEAP) program assists low-income households with utility payments for electric, gas, and propane bills. Priority is given to the elderly, disabled and households with children five years old and younger. The CEAP program serves seven (7) counties: Collin, Cooke, Denton, Fannin, Grayson, Hunt and Rockwall.

DISCUSSION

TCOG submitted a second budget amendment to TDHCA that allows for full expenditure of contract. The amendment request was approved and TCOG is granted an extended contract period of January 1, 2022 through February 28, 2023.

BUDGET

No change in budget.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 58220003597
FY 2022 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2201LIEA
Award Year (Year of Award from HHS to TDHCA): 2022
Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment No. 2 to Comprehensive Energy Assistance Program Contract Number 58220003597 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 Texas nonprofit corporation ("Subrecipient"), hereinafter collectively referred to as "Parties",

RECITALS

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number 58220003597 ("Contract") on January 01, 2022 and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2. Contract Period, of this Contract is hereby amended to read as follows:
The period for performance of this Contract, unless earlier terminated is **January 01, 2022** through **February 28, 2023** (hereinafter the "Contract Term").
2. Exhibit A. Budget, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.
3. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.
4. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
5. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

6. If any of the Parties returns a 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.
7. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
8. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
9. This Amendment shall be effective and memorializes an effective date of **December 19, 2022**.

WITNESS OUR HAND EFFECTIVE: **December 19, 2022**

SUBRECIPIENT:

Texoma Council of Governments
a Texas nonprofit corporation

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
AMENDMENT NO. 2 TO CONTRACT NUMBER 58220003597
FY 2022 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT A

BUDGET

Texoma Council of Governments,
a Texas nonprofit corporation

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 4,093,653.00 CEAP FUNDS CURRENTLY AVAILABLE
\$ 0.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 104,200.00	-
Direct Services	\$ 3,989,453.00	-
TOTAL CEAP BUDGET	\$ 4,093,653.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 1,645,578.00	41.25
Utility Assistance	\$ 2,072,375.00	51.95
Program Services	\$ 271,500.00	6.81
TOTAL DIRECT SERVICES	\$ 3,989,453.00	100.00

General Administrative and coordination of CEAP, 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 7.22% of the Contract expenditures. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs 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 CEAP.

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 8 months of the Contract Term. A second and final budget revision must be received by the Department no later than 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 termination of this Contract. Subrecipient must document outreach, whether the outreach is conducted with CEAP 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 containing the contract number and appropriate budget line item associated to the refund(s).



office of the
executive director

1117 Gallagher Drive, Suite 470
Sherman, Texas 75090
www.tcog.com
(903) 813-3512 Phone
(903) 813-3511 Fax

TO: TCOG Governing Board
FROM: Lori A. Cannon, Financial Consultant
THRU: Eric M. Bridges, Executive Director *EMB*
DATE: January 16, 2023
RE: FYE 2023 Cost Pool Report and Financial Statements

RECOMMENDATION

Review and accept TCOG's FYE 2023 Cost Pool report and monthly Financial Statements

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 as well as a prior and current month Balance Sheet and Statement of Revenues and Expenditures report.

DISCUSSION

The following documents are attached: prior month updated Statement of Proposed Indirect Cost for FYE 4/30/2023; Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, Statement of Central Service IT Costs for FYE 4/30/2023 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance; a Balance Sheet and Statement of Revenues and Expenditures.

better leaders building better lives™

Texoma Council of Governments | Eric M. Bridges, *Executive Director* | Honorable Edwina Lane, President, *Governing Board*

100 - General - 41.7%
 10 - Finance and Administration
 10000 - Indirect Pool
 11/01/2022 - 11/30/2022

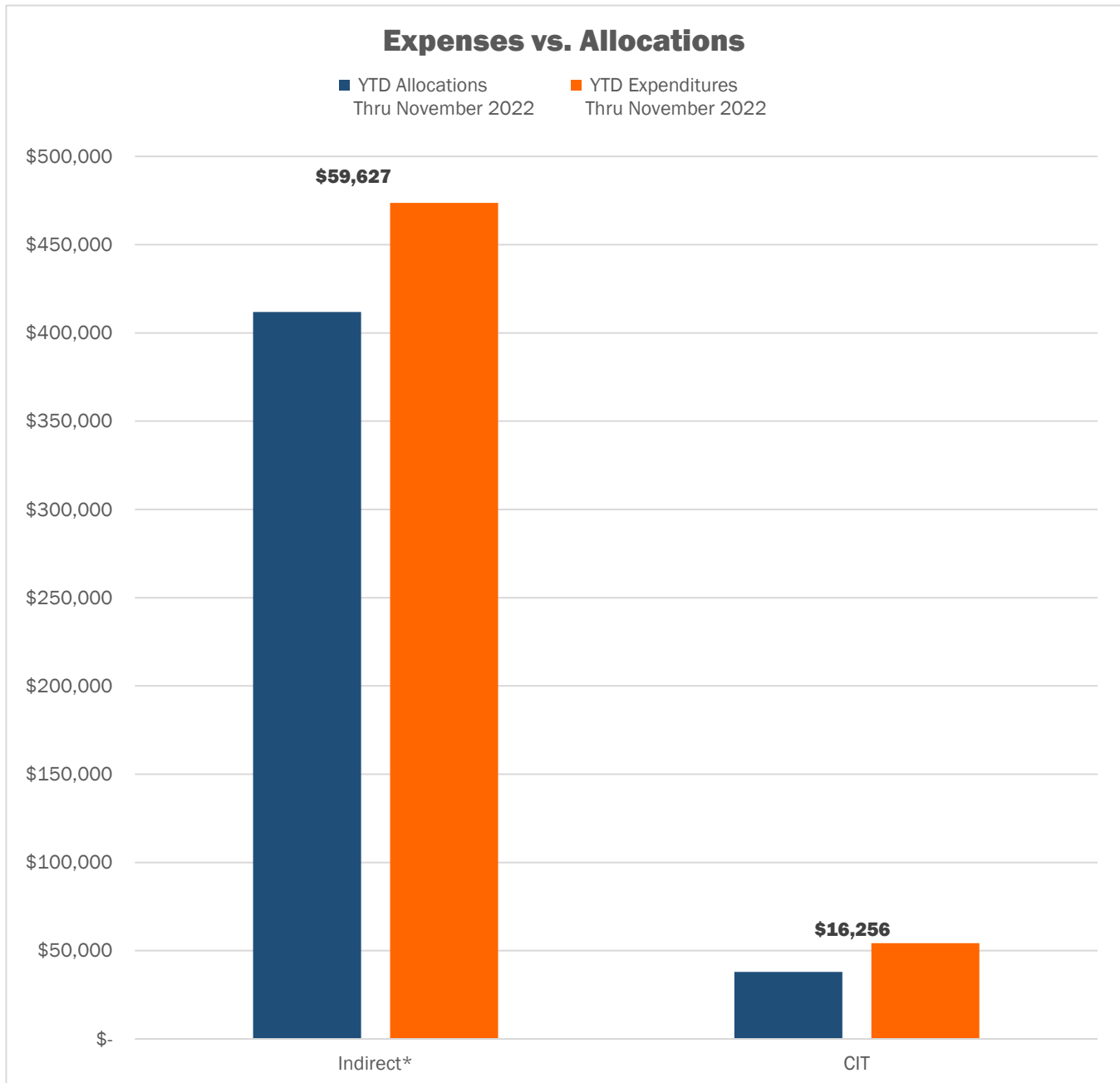
	Current Month				% of Budget
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
REVENUE					
Mortgage					
Interest Income	\$ -	\$ 538.87	\$ 2,160.23	\$ 2,160.23	0.00%
Total INDIRECT SALARY	\$ -	\$ 538.87	\$ 2,160.23	\$ 2,160.23	0.00%
INDIRECT SALARY					
Indirect Salary					
Salaries	\$ 358,700.00	\$ 23,434.36	\$ 178,299.28	\$ 180,400.72	50.29%
FICA/Medicare	\$ 27,440.52	\$ 1,821.43	\$ 13,817.89	\$ 13,622.63	49.64%
Unemployment Insurance	\$ 45.11	\$ 3.59	\$ 8.88	\$ 36.23	80.31%
Workers Compensation	\$ 1,411.38	\$ 96.06	\$ 705.72	\$ 705.66	50.00%
Insurance Health HDHP	\$ 17,065.42	\$ 662.88	\$ 6,363.94	\$ 10,701.48	62.71%
Insurance Health Copay Medical	\$ 26,788.68	\$ 2,058.42	\$ 13,482.96	\$ 13,305.72	49.67%
Dental	\$ 1,687.14	\$ 103.75	\$ 759.09	\$ 928.05	55.01%
Health Savings Account	\$ 2,641.03	\$ 101.64	\$ 975.83	\$ 1,665.20	63.05%
Health Reimbursement Account	\$ 2,590.20	\$ 199.26	\$ (3,417.57)	\$ 6,007.77	231.94%
Life Insurance	\$ 303.75	\$ 18.67	\$ 141.26	\$ 162.49	53.49%
Fraud Hotline	\$ 45.47	\$ -	\$ -	\$ 45.47	100.00%
Retirement	\$ 25,066.46	\$ 1,385.70	\$ 7,775.50	\$ 17,290.96	68.98%
Total INDIRECT SALARY	\$ 463,785.16	\$ 29,885.76	\$ 218,912.78	\$ 244,872.38	52.80%
CONTRACTED SERVICES					
Janitorial	\$ 14,280.00	\$ 1,189.96	\$ 8,329.72	\$ 5,950.28	41.67%
Lawn Service	\$ 3,136.00	\$ 261.21	\$ 1,828.47	\$ 1,307.53	41.69%
Pest Control	\$ 554.00	\$ 46.20	\$ 323.40	\$ 230.60	41.62%
Total CONTRACTED SERVICES	\$ 17,970.00	\$ 1,497.37	\$ 10,481.59	\$ 7,488.41	41.67%
PROFESSIONAL SERVICES					
Audit	\$ 35,000.00	\$ -	\$ 45,000.00	\$ (10,000.00)	(28.57)%
Employee Benefit Consultant	\$ 8,600.00	\$ -	\$ 8,600.00	\$ -	0.00%
Financial Consultant	\$ 16,500.00	\$ -	\$ 12,943.75	\$ 3,556.25	21.55%
Legal	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	100.00%
Other	\$ -	\$ -	\$ 16,020.00	\$ (16,020.00)	0.00%
Total PROFESSIONAL SERVICES	\$ 67,600.00	\$ -	\$ 82,563.75	\$ (14,963.75)	(22.14)%
UTILITIES					
Electric	\$ 48,776.00	\$ 4,795.60	\$ 42,210.46	\$ 6,565.54	13.46%
Natural Gas	\$ 18,267.00	\$ 3,043.02	\$ 15,862.13	\$ 2,404.87	13.17%
Sanitation	\$ 1,815.00	\$ 149.86	\$ 1,049.02	\$ 765.98	42.20%
Water	\$ 3,057.00	\$ 348.39	\$ 2,029.49	\$ 1,027.51	33.61%
Total UTILITIES	\$ 71,915.00	\$ 8,336.87	\$ 61,151.10	\$ 10,763.90	14.97%
OTHER					
Advertising	\$ -	\$ (569.96)	\$ 1,828.05	\$ (1,828.05)	0.00%
Copier Expense	\$ 2,000.00	\$ 126.20	\$ 1,818.20	\$ 181.80	9.09%
Depreciation	\$ 76,443.00	\$ 6,370.25	\$ 44,591.75	\$ 31,851.25	41.67%
Dues/Subscriptions	\$ 11,250.00	\$ 3,275.00	\$ 4,462.00	\$ 6,788.00	60.34%
Insurance	\$ 8,128.00	\$ -	\$ 9,099.10	\$ (971.10)	(11.95)%
Postage	\$ 1,500.00	\$ 35.34	\$ 190.25	\$ 1,309.75	87.32%
Printed Material	\$ 1,500.00	\$ -	\$ 66.58	\$ 1,433.42	95.56%
Rental	\$ -	\$ -	\$ 15,372.00	\$ (15,372.00)	0.00%
Supplies	\$ 9,188.00	\$ 792.96	\$ 4,559.22	\$ 4,628.78	50.38%

	Current Month				% of Budget
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
Telephone	\$ 3,812.00	\$ 170.50	\$ 1,328.84	\$ 2,483.16	65.14%
Travel	\$ 12,100.00	\$ 1,000.00	\$ 3,547.64	\$ 8,552.36	70.68%
Building/Elevator Maint	\$ 28,065.00	\$ 579.47	\$ 8,821.00	\$ 19,244.00	68.57%
HVAC Interest	\$ 7,746.00	\$ -	\$ -	\$ 7,746.00	100.00%
HVAC Principle	\$ 22,598.00	\$ -	\$ -	\$ 22,598.00	100.00%
Training & Travel	\$ 8,400.00	\$ 646.16	\$ 4,846.20	\$ 3,553.80	42.31%
Total OTHER	\$ 192,730.00	\$ 12,425.92	\$ 100,530.83	\$ 92,199.17	47.84%
Total INDIRECT	\$ 814,000.16	\$ 52,145.92	\$ 473,640.05	\$ 340,360.11	41.81%
YTD Budget			\$ 474,833.43		
REIMBURSEMENT					
Allocation Indirect Expense	\$ 814,001.00	\$ 59,849.77	\$ 411,853.05	\$ 402,147.95	49.40%
Total REIMBURSEMENT	\$ 814,001.00	\$ 59,849.77	\$ 411,853.05	\$ 402,147.95	49.40%
YTD Budget			\$ 474,833.92		
CENTRAL IT					
IT-Voice & Data Service	\$ 12,252.00	\$ 1,101.20	\$ 7,563.50	\$ 4,688.50	38.27%
IT-Hardware	\$ 1,850.00	\$ -	\$ 1,738.18	\$ 111.82	6.04%
Network Professional Services	\$ 58,860.00	\$ 5,198.35	\$ 35,945.40	\$ 22,914.60	38.93%
Software-Licensing-Maint	\$ 17,893.00	\$ -	\$ 9,018.79	\$ 8,874.21	49.60%
Total EXPENSES	\$ 90,855.00	\$ 6,299.55	\$ 54,265.87	\$ 36,589.13	40.27%
YTD Budget			\$ 52,998.75		
REIMBURSEMENT					
Allocation CIT Expense	\$ 90,855.00	\$ 6,338.90	\$ 38,009.85	\$ 52,845.15	58.16%
Total REIMBURSEMENT	\$ 90,855.00	\$ 6,338.90	\$ 38,009.85	\$ 52,845.15	58.16%
YTD Budget			\$ 52,998.75		



FYE 2023 YTD Indirect and CIT Budgets

	FY 2023 Approved Budget	YTD Allocations Thru November 2022	YTD Expenditures Thru November 2022	Budget Balance	% of Budget Remaining	Under/(Over)
Indirect*	\$ 814,001	\$ 411,853	\$ 473,640	\$ 340,361	41.81%	\$ 59,627
CIT	90,855	38,010	54,266	36,589	40.27%	16,256
Total	\$ 904,856	\$ 449,863	\$ 527,906	\$ 376,950	41.66%	\$ 75,883



*Includes Year-to-Date Depreciation Expense Estimate


Texoma Council of Governments
Financial Information
Balance Sheet for the Fiscal Years Ended: 2023

	Prior Year (11/30/2021)	Prior Month <i>Not</i> <i>Reconciled to Audit</i> (11/30/2022)	Year-to-Date Change (\$)	Change (%)	Current Month Not Reconciled (12/31/2022)	Notes
ASSETS						
Current Assets						
Cash in Bank General	515,808.00	99,656.00	(416,152.00)	-80.68%	193,435.00	
Cash in Bank TCEQ	0.00	2,000.00	2,000.00	0.00%	2,000.00	
Cash in Bank Local	205,354.00	156,399.00	(48,955.00)	-23.84%	156,399.00	Tranferred \$95k to General for E3/HVAC project.
Cash in Bank 911	260,270.00	72,386.00	(187,884.00)	-72.19%	17,386.00	Still waiting on \$380k in ARs
Cash in Bank FSS	107,012.00	129,548.00	22,536.00	21.06%	104,032.00	
Cash in Bank Section 8	152,706.00	228,866.00	76,160.00	49.87%	737,078.00	
Cash in Bank FSS Forfeiture	0.00	15,714.00	15,714.00	0.00%	15,714.00	
Texpool Investment Acct	273,739.00	216,776.00	(56,963.00)	-20.81%	216,776.00	
Employee Accounts Receivable	0.00	0.00	0.00	0.00%	0.00	
Accounts Receivable	951,968.00	875,283.00	(76,685.00)	-8.06%	285,443.00	
Travel Advance	371.00	224.00	(147.00)	-39.62%	592.00	
Prepaid Items	7,344.00	259,070.00	251,726.00	3427.64%	260,027.00	911 AT&T maint.contract
Due From	1,794,933.00	2,469,776.00	674,843.00	37.60%	2,701,439.00	
Other Assets	(44,824.00)	28,464.00	73,288.00	-163.50%	28,464.00	
<u>Total Current Assets</u>	<u>4,224,681.00</u>	<u>4,554,162.00</u>	<u>329,481.00</u>	<u>7.80%</u>	<u>4,718,785.00</u>	
Fixed Assets						
Building & Improvements	2,806,012.00	2,863,110.00	57,098.00	2.03%	2,863,110.00	
Furniture, Vehicles & Other	3,684,473.00	3,712,441.00	27,968.00	0.76%	3,712,441.00	
Accumulated Depreciation	(3,713,117.00)	(3,962,796.00)	(249,679.00)	6.72%	(3,962,796.00)	
<u>Total Fixed Assets</u>	<u>2,777,368.00</u>	<u>2,612,755.00</u>	<u>(164,613.00)</u>	<u>-5.93%</u>	<u>2,612,755.00</u>	
Total ASSETS	<u>7,002,049.00</u>	<u>7,166,917.00</u>	<u>164,868.00</u>	<u>2.35%</u>	<u>7,331,540.00</u>	
LIABILITIES						
Accounts Payable	767,801.00	516,155.00	(251,646.00)	-32.77%	907,329.00	
Payroll Liability	(46,587.00)	(39,952.00)	6,635.00	-14.24%	(20,282.00)	
FSS Escrow Liability	106,012.00	90,078.00	(15,934.00)	-15.03%	94,764.00	
Due To	1,785,915.00	2,469,776.00	683,861.00	38.29%	2,701,439.00	
Deferred Local Revenue	3,696.00	250,588.00	246,892.00	6679.98%	251,688.00	911 AT&T maint. contract deferral
Accrued Compensated Absences	124,158.00	114,347.00	(9,811.00)	-7.90%	114,347.00	
ACC Payroll	111.00	111.00	0.00	0.00%	111.00	
Long Term Debt Building Payable	438,021.00	349,964.00	(88,057.00)	-20.10%	349,964.00	
<u>Total LIABILITIES</u>	<u>3,179,127.00</u>	<u>3,751,067.00</u>	<u>571,940.00</u>	<u>17.99%</u>	<u>4,399,360.00</u>	
Fund Balance	<u>3,822,922.00</u>	<u>3,415,850.00</u>	<u>(407,072.00)</u>	<u>-10.65%</u>	<u>2,932,180.00</u>	
Total Liabilities & Fund Balance	<u>7,002,049.00</u>	<u>7,166,917.00</u>	<u>164,868.00</u>	<u>2.35%</u>	<u>7,331,540.00</u>	

Texoma Council of Governments
Financial Information
Statement of Revenue and Expenditures for the Fiscal and Month-to-Date Periods

	Prior Year Thru 11/30/2021	Current Year Thru 11/30/2022	Change (\$)	Change (%)	Current Year Not Reconciled (12/31/22)	Notes
OPERATION REVENUE						
Grant Revenue	9,317,508.63	12,646,502.40	3,328,993.77	35.73%	14,196,547.41	
Program Revenue	1,025,135.83	869,457.22	(155,678.61)	-15.19%	887,386.07	
Investment Income	80.05	2,611.66	2,531.61	3162.54%	2,611.66	
<u>Total OPERATING REVENUE</u>	<u>10,342,724.51</u>	<u>13,518,571.28</u>	<u>3,175,846.77</u>	<u>30.71%</u>	<u>15,086,545.14</u>	
Total Revenue	<u>10,342,724.51</u>	<u>13,518,571.28</u>	<u>3,175,846.77</u>	<u>30.71%</u>	<u>15,086,545.14</u>	
EXPENDITURES						
Personnel Expenses	1,600,512.03	1,609,998.56	9,486.53	0.59%	1,964,209.04	
Program Expenses	242,836.00	274,984.00	32,148.00	13.24%	284,989.01	
Direct Services	7,340,715.00	11,049,669.95	3,708,954.95	50.53%	12,280,737.08	
Professional Fees	45,302.10	82,563.75	37,261.65	82.25%	88,490.00	
Interest Expense	12,346.53	9,441.84	(2,904.69)	-23.53%	10,673.60	
Occupancy	295,558.17	226,275.19	(69,282.98)	-23.44%	649,401.33	
Conferences, Conventions, & Meetings	69,192.46	67,120.33	(2,072.13)	-2.99%	75,657.50	
Printing & Publications	49,580.80	53,386.58	3,805.78	7.68%	53,386.58	
Dues & Subscriptions	18,771.22	6,840.21	(11,931.01)	-63.56%	6,840.21	
Operations	41,983.69	43,681.21	1,697.52	4.04%	46,651.63	
Equipment	55,317.40	4,031.00	(51,286.40)	-92.71%	4,031.00	
<u>Total EXPENDITURES</u>	<u>9,772,115.40</u>	<u>13,427,992.62</u>	<u>3,655,877.22</u>	<u>37.41%</u>	<u>15,465,066.98</u>	
Net Revenue Over Expenditures	<u>570,609.11</u>	<u>90,578.66</u>	<u>(480,030.45)</u>	<u>-84.13%</u>	<u>(378,521.84)</u>	
Depreciation	<u>35,000.00</u>	<u>44,591.75</u>	<u>9,591.75</u>	<u>27.41%</u>		
	<u>535,609.11</u>	<u>45,986.91</u>	<u>(489,622.20)</u>	<u>-111.53%</u>	<u>(378,521.84)</u>	- Not all A/Rs have been recorded



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Director 
DATE: January 5, 2023
RE: PY 2023 Community Services Block Grant (CSBG) Contract

RECOMMENDATION

Approve 2023 the Community Services Block Grant Contract from Texas Department of Housing and Community Affairs (TDHCA); contract number 61230003812.

BACKGROUND

The CSBG program provides support for a range of services and activities that address the causes and conditions of poverty. Activities include but is not limited to employment and education support, budgeting available income, safe and affordable housing, improving nutrition, emergency services and health.

DISCUSSION

TCOG will utilize CSBG funds to provide staff support in order to provide direct services to eligible low-income households and to mobilize resources/strategies to revitalize low-income communities in the Texoma region. Contract period is January 1, 2023 through December 31, 2023.

Service area: Cooke, Fannin, and Grayson counties.

BUDGET

Amount of first disbursement \$63,551.00.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61230003812
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2301TxCOSR
Award Year (Year of Award from HHS to TDHCA): 2023
Unique Entity Identifier Number: 879884815

SECTION 1. PARTIES TO THE CONTRACT

This 2023 Community Services Block Grant Program Contract Number 61230003812 ("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 nonprofit corporation ("Subrecipient") hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2023**, and, unless earlier terminated, shall end on **December 31, 2023** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

- A. The following County/Counties constitute the Subrecipient's "Service Area": COOKE, FANNIN, GRAYSON
- B. Subrecipient shall throughout its Service Area implement a Community Service Block Grant Program ("CSBG") in accordance with the provisions of Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 *et seq.*) ("CSBG Act"), as amended by the Community Services Block Grant Amendments of 1994 (Public Law 103-252) and the Coats Human Services Reauthorization Act of 1998 (Public Law 105-285); Chapters 2105 and 2306 of the Texas Government Code ("State Act"); the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Chapter 6, Subchapters A and B, of the Texas Administrative Code, as amended or supplemented from time to time ("CSBG State Rules"); and the Department's guidance related to CSBG. Subrecipient further agrees to comply with the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Addendum A, Certification Regarding Drug-Free Workplace Requirements attached hereto as Addendum B, Certification Regarding Environmental Tobacco Smoke attached hereto as Addendum C, Certification Regarding Debarment, Suspension and Other Responsibility Matter attached hereto as Addendum D, the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth. The Certifications attached hereto as Addendums A, B, C, and D, are incorporated herein for all relevant purposes.

- C. Subrecipient shall operate on an equitable basis throughout Subrecipient's Service Area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient in accordance with the Organizational Standards adopted by the Department and as further reflected in 10 TAC §6.206. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§9901, 9907 (excluding subsection (c)), and 9908.
- D. Subrecipient agrees to perform all activities in accordance with the Community Action Plan, in accordance with Section 34 of this Contract, the terms of the performance statement and budget submitted with the community action plan approved by the Department (as may be amended in writing).

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **\$63,551.00** in accordance with the budget as approved by the Department with the community action plan (as may be amended in writing), and the terms of this Contract.
- B. Any decision to obligate additional funds shall be made in writing by Department in its sole but reasonable discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.
- C. This Contract shall not be construed as creating a debt on behalf of Department in violation of Article III, Section 49a of the Texas Constitution. Department's obligations under this Contract are contingent upon the actual receipt and availability by the Department of adequate 2023 CSBG funds from the U.S. Department of Health and Human Services ("HHS") and the State of Texas. 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 shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
 - 1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
 - 2. are not allowable costs, as set forth in the CSBG Act;
 - 3. are not strictly in accordance with the terms of this Contract, including the addendums and exhibits;
 - 4. have not been reported to Department within forty-five (45) calendar days following termination of this Contract;
 - 5. are incurred after the Subrecipient is no longer an Eligible Entity or following termination of this Contract as defined in Subsection A of Section 7 of this Contract; or
 - 6. are not incurred during the Contract Term.
- E. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for such funds.

- F. Notwithstanding any other provision of this Contract to the contrary, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the CSBG Act.

SECTION 5. 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 Five Thousand and No/100 Dollars (\$5,000.00), whichever is greater. In carrying out the purpose of this Contract. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure 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. Section 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 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 CSBG contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- E. REFUND. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment. Subrecipient shall make such refund within fifteen (15) calendar days after the Department's request.
- F. REPAYMENT. Subrecipient shall repay funds that the Department determines has not been spent strictly in accordance with the terms of this Contract and by which the period of obligation has expired. Subrecipient shall make such repayment within fifteen (15) calendar days after the Department's request.

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 Texas Grant Management Standards under Chapter 783 of the Texas Government Code ("TXGMS") in effect on the effective date of this Contract, except as preempted by Cost Principles of Subpart E of 2 CFR Part 200 which apply to Subrecipient of Community Services Block Grant funds pursuant to 42 U.S.C. §9916(a)(1)(B). All references in TXGMS to "local government" shall be construed to mean Subrecipient.
- B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of **32.29%**.
- 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 Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) 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 (1) 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 thirty (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 to SAandACF@tdhca.state.tx.us.
- F. STATE AUDITOR'S RIGHT TO AUDIT. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by the Subrecipient or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Subrecipient or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

- G. SUBAWARD. The Subrecipient shall include language in any subaward 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. Subrecipient represents and warrants that it will monitor the activities of the subawardee as necessary to ensure that the subaward or subcontract is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

SECTION 7. TERMINATION AND SUSPENSION

- A. TERMINATION. Pursuant to 10 TAC §§2.202 and 2.203 and subject to the CSBG Act/IM-116, Department may seek to 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 this Contract. Termination of this Contract becomes final the earliest of the following: (1) thirty (30) days following the Department's Board action terminating or reducing funding, or if review by the Secretary of HHS is initiated under 42 USC §9915(b), within thirty (30) days of the Department's Board action, (2) ninety (90) days after the Secretary of HHS receives from the state all necessary documentation relating to the determination to terminate this Contract, or (3) the earlier date of a decision by the Secretary of HHS sustaining the termination decision.
- B. SUSPENSION. As per 10 TAC §§2.202 and 2.203 and subject to the CSBG Act/IM-116, Department may suspend this Contract, in whole or in part, at any time Department determines that there is cause for 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.
- C. 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.
- D. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of 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.
- E. STATEWIDE OR REGIONAL PROVIDER. Department may award terminated funds from this Contract to a Statewide or Regional Provider in accordance with 10 TAC §1.411. Subrecipient agrees to provide information as requested by the Department to serve clients in the Service Area.

SECTION 8. PROHIBITED USE OF FUNDS

- A. PURCHASE OF LAND. Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility as outlined in 42 U.S.C. §9918(a) and 10 TAC §6.205(a).

- B. REGULATORY PROHIBITIONS. Subrecipient may not use funds under this Contract for activities prohibited by 42 U.S.C. §9918(b) and 10 TAC §6.205(b).
- C. REFUNDS. Utility and rent deposit refunds from vendors must be reimbursed to the Subrecipient and not the customer in accordance with 10 TAC §6.205(c).

SECTION 9. RECORDKEEPING REQUIREMENTS

- A. GENERAL. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the TXGMS and Subrecipient agrees to comply with any changes to the TXGMS recordkeeping requirements. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.
- B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records confidential by law, are subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and 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. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise accepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- C. ACCESS TO RECORDS. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, the Office of Inspector General, 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 represents and warrants its compliance with the records retention requirements of 2 CFR §200.333. The Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the Department custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subawards and subcontracts. Sub recipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in TXGMS; (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, negotiations, 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. SUBAWARDS and SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subawards and subcontracts.

SECTION 10. REPORTING REQUIREMENTS

- A. GENERAL. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section 10.
- B. EXPENDITURE REPORTS. By the fifteenth (15th) of each month, Subrecipient shall electronically submit an Expenditure and Performance Report to the Department of all expenditures of funds and clients served under this Contract during the previous month, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.
- C. FINAL REPORTS. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) calendar days after the end of the Contract and prior to accessing funds in the subsequent fiscal year.
- D. HOUSEHOLD DATA. By the fifteenth (15th) 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 Contact System.
- E. 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) or more and/or a useful life of more than one (1) year, if purchased in whole or in part with funds received under this or previous CSBG Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.
- F. 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, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract in accordance with Section 7 of this Contract.
- G. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall register in the System of Award Management ("SAM") a Unique Entity Identifier Number ("UEI") on all contracts and agreements. The UEI 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 Unique Entity Identifier Number for the entire Contract Term.
- H. DISASTER RECOVERY PLAN. Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

- I. REPORTING COMPLIANCE. Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

SECTION 11. 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 state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 11 of this Contract 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 not required by a change in state or federal law or regulation 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. The Department must receive any Contract amendment requests in writing, and such requests must adhere to 10 TAC §6.3(e)(1).

SECTION 12. 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 TXGMS, 2 CFR §200.80, and 10 TAC §6.205(c).

SECTION 13. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 14. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

SECTION 15. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with 2 CFR Part 200, TXGMS, and 10 TAC §1.404, 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 TXGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than Five Thousand and No/100 Dollars (\$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 CSBG grant 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 CSBG grant funds.

SECTION 16. SUBCONTRACTS

- A. Subrecipient may not subgrant funds under this Contract or subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, and only may enter into subcontractual agreements 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.
- B. In no event shall any provision of this Section 16, 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 16 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 16 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.
- C. Subrecipient represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

SECTION 17. TRAVEL

Subrecipient shall adhere to 2 CFR §200.474 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 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 18. FIDELITY BOND

Intentionally deleted.

SECTION 19. LITIGATION AND CLAIMS

Subrecipient shall immediately provide Department with written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall provide Department with copies of any and all relevant papers Subrecipient receives with respect to such action or claim.

SECTION 20. LEGAL AUTHORITY

- A. LEGAL AUTHORITY. Subrecipient represents that it possesses legal authority to apply for the Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Subrecipient to act in connection with the Contract and to provide such additional information as may be required. 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. NONPROFIT ORGANIZATION. Subrecipient is a nonprofit charitable organization organized and operated exclusively for exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code. Subrecipient is and will continue to remain duly organized, validly existing and in good standing under the laws governing its creation and existence, and will continue to be duly authorized and qualified to transact any and all applicable business contemplated hereunder in the State of Texas, and possesses and will continue to possess all requisite authority, power, licenses, permits and franchises to conduct its business and to execute, deliver and comply with its obligations under the terms of this Contract, the execution, delivery and performance of which have been or will be duly authorized by all necessary action.
- C. SUBRECIPIENT ELIGIBILITY. Subrecipient warrants that it is an eligible entity, including the requirement for a tripartite board, as defined by 42 U.S.C §9902 and 42 U.S.C. §9910 respectively.

- D. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by 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.
- E. TERMINATION; LIABILITY. Department shall have the right to 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 20.
- F. 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 21. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, and the certifications attached hereto. Subrecipient represents and warrants that it will comply, and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies. 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). Subrecipients 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 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

- D. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the CSBG program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).
- E. 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.
- F. 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.
- G. PROHIBITED EXPENDITURES 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.

H. CYBERSECURITY TRAINING PROGRAM.

1. Subrecipient represents and warrants its compliance with Section 2054.5191 or 2054.5192 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
2. If Subrecipient has access to any state computer system or database, Subrecipient shall complete cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

I. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW. Subrecipient represents and warrants its compliance with 2 CFR §200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

J. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS. Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

K. EXECUTIVE HEAD OF STATE AGENCY AFFIRMATION. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the Department, (2) a person who at any time during the four years before the date of the Contract was the executive head of the Department, or (3) a person who employs a current or former executive head of the Department.

L. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), as amended by the Resource Conservation and Recovery Act.

M. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. Subrecipient represents and warrants that it will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

SECTION 22. PREVENTION OF WASTE, FRAUD, AND ABUSE

- A. Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

- B. 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 controls 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.
- C. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. 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.
- D. Subrecipient shall 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 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, 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 the rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 24. 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. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract. In addition, the written standards must meet the requirements in 2 CFR §200.318.
- 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. This also applies to the procurement of goods and services under 24 CFR §§200.317 and 200.318.
- 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 subagreements. Subrecipients 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. Subrecipients shall 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.
- F. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract, Subrecipient shall promptly notify Department.

SECTION 25. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE 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 Subrecipient 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.
- D. Subrecipient represents and warrants that Department's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

SECTION 26. NON-DISCRIMINATION, EQUAL ACCESS AND EQUAL OPPORTUNITY

- A. DISCRIMINATION PROHIBITED. In accordance with Section 2105 of Texas Government Code, Subrecipient represents, and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, nation origin, sex or religion.
- 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) 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. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).
- E. SUBCONTRACTS. Subrecipient will include the substance of this Section 26 in all subcontracts.

SECTION 27. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

SECTION 28. DEBARRED AND SUSPENDED PARTIES

- A. DEBARRED AND SUSPENDED. By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration and 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 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 subcontractor during the term of 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.

- B. EXCLUDED PARTIES. By signing this Contract, Subrecipient further certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,". Published by the United States Department of Treasury, Office of Foreign Assets Control.

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

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. If copyrighted materials are developed in the under this Contract, the Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 31. NO WAIVER

- A. RIGHT OR REMEDY. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. 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.
- B. SOVEREIGN IMMUNITY. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

SECTION 32. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an 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 to this Contract 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

SECTION 34. COMMUNITY ACTION PLAN

- A. As a condition of receipt of continued funding under the Act and as further described in 10 TAC §6.206, Subrecipient shall submit annually by September 1 to the Department a community action plan including National Performance Indicators ("NPI") for the following year's funding that includes:
1. a description of the service delivery system targeted to low-income individuals and families in the Service Area, including homeless individuals and families, migrants, and the elderly poor;
 2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
 3. a description of how funding under this Act will be coordinated with other public and private resources; and,
 4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.
- B. Subrecipient must attain previously identified 2022 NPI targets within 20 percent variance by the end of the Contract Term. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than July 31, 2023.
- C. To retain eligible entity status, Subrecipient will submit every three (3) years a community needs assessment according to Department instructions.
- D. To retain eligible entity status, Subrecipient will submit every five (5) years a strategic plan according to Department instructions.

SECTION 35. 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 36. 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 37. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Contract. If at any time the Subrecipient would like to engage Department in an Alternative Dispute Resolution ("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 38. 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 39. 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 40. 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 41. 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 (5) 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 41.
- C. Subrecipient shall provide contact information and required notifications to the Department through the Contract System in accordance with 10 TAC §6.6.

SECTION 42. VENUE AND JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdictions of Travis County, Texas.

SECTION 43. APPEALS PROCESS

Subrecipient must establish a denial of service complaint procedure for individuals whose application for service or assistance is denied, terminated or not acted upon in a timely manner in accordance with 10 TAC §6.8.

SECTION 44. 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.

SECTION 45. INDEMNIFICATION

SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

SECTION 46. OPEN MEETINGS

If the Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

SECTION 47. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications must provide a space for applicants to indicate if they are a veteran as required by Section 434.214 of the Texas Government Code. In addition, the application must include the following statement: "Important Information for Former Military Services Members. Women and men who served in any branch of the United States Armed Forces, including Air Force, Army, Navy, Air Force, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit the Texas Veterans Portal at <<https://veterans.portal.texas.gov/>>."

SECTION 48. SPECIAL CONDITIONS

[Not applicable.]

EXECUTED to be effective on January 01, 2023

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 61230003812 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569**

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, 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.

Texoma Council of Governments

a political subdivision of the State of Texas

By:

Title:

Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61230003812 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569**

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 61230003812 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569**

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 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 61230003812 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569**

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:



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Department Director *JF*
DATE: January 16, 2023
RE: FY2023 Comprehensive Energy Assistance Program (CEAP) Contract

RECOMMENDATION

Approve FY2023 Comprehensive Energy Assistance Program contract #58230003847

BACKGROUND

The Comprehensive Energy Assistance Program (CEAP) program assists low-income households with utility payments for electric, gas, and propane bills. Priority is given to the elderly, disabled and households with children five years old and younger. The CEAP program serves seven (7) counties: Collin, Cooke, Denton, Fannin, Grayson, Hunt and Rockwall.

DISCUSSION

2023 CEAP contract funds will provide utility assistance to eligible clients in the seven (7) county service area. Eligible households may receive up to \$2,400.00 per calendar year to assist with energy costs. To achieve the highest possible assistance, this funding may be leveraged with funds provided by: ATMOS Gas Energy Conservation Program, TXU Energy Aid Program, Direct Energy Neighbor to Neighbor Program, Reliant Energy CARE Program, and the CoServ Foundation. Contract period is January 1, 2023 through December 31, 2023.

BUDGET

Contract amount \$4,202,294.00.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58230003847
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2301TXLIEA
Award Year (Year of Award from HHS to TDHCA): 2023
Unique Entity Identifier Number: DBJNSNAJZCM6

SECTION 1. PARTIES TO THE CONTRACT

This 2023 Comprehensive Energy Assistance Program (CEAP) Contract Number 58230003847 ("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 "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2023**, and, unless earlier terminated, shall end on **December 31, 2023** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

- A. The following County/Countries constitute Subrecipient's "Service Area": COLLIN, COOKE, DENTON, FANNIN, GRAYSON, HUNT, ROCKWALL
- B. Subrecipient shall, throughout its Service Area operate a Comprehensive Energy Assistance Program ("CEAP") in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 *et seq.*) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2105 of the Texas Government Code ("State Act"), Chapters 2105 and 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Subchapters A and C of Chapter 6 of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "State Rules"), the LIHEAP State Plan, 2 CFR Part 200 (as applicable), Subrecipient's "Service Delivery Plan" in accordance with 10 TAC §6.306, the Department's guidance related to CEAP, 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 and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes; the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Addendum E 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 "Elderly Persons", "Person with a Disability", "Households" with a young child five (5) years of age or under, Households with "High Energy Burden", and Households with "High Energy Consumption," as said terms are defined in 10 TAC §6.2.

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 program services 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. Subrecipient understands that all obligations of the Department under the Contract are subject to the availability of grant funds. The Contract is subject to termination or cancellation, either in whole or in part, without penalty to Department if such funds become unavailable.
- D. The Contract shall not be construed as creating a debt on behalf of Department in violation of Article III, Section 49a of the Texas Constitution. Subrecipient understands that all obligations of the Department under this Contract are subject to the availability of 2023 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.
- E. Department is not liable for any cost incurred by Subrecipient which:
1. is subject to reimbursement by a source other than Department;
 2. is for performance of services or activities not authorized by the LIHEAP Act, State Rules, or which is not in accordance with the terms of this Contract;
 3. is not incurred during the Contract Term;
 4. is not reported to Department on a monthly expenditure or performance report within forty- five (45) calendar days following the end of the Contract Term; or
 5. is incurred for the purchase or permanent improvement of real property.
- F. Notwithstanding any other provision of this Contract to the contrary, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the LIHEAP Act.
- G. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$4,202,294.00**.

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 Five Thousand and No/100 Dollars (\$5,000.00), 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 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 CEAP contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- E. REPAYMENT. Subrecipient shall repay, 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.

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 Texas Grant Management Standards () ("TXGMS") 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 32.29%.
- 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 Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) 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 thirty (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. STATE AUDITOR'S RIGHT TO AUDIT. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by the Subrecipient or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Subrecipient or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.
- G. 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, 10 TAC §6.304, and Chapter 2105 of the Texas Government Code. 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 CEAP, 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.
- G. STATEWIDE OR REGIONAL PROVIDER. Department may award deobligated or terminated funds from this Contract to a Statewide or Regional Provider in accordance with 10 TAC §1.411. Subrecipient agrees to provide information as requested by the Department to serve clients in the Service Area.

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 this Contract and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section 8.
- B. CEAP grant funds allow up to 7.22% 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 LIHEAP State Plan.
- C. Administrative and program services activities funds 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 TXGMS. Subrecipient agrees to comply with any changes to the TXGMS record keeping requirements. 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 collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and 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. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 553 of the Texas Government Code (the "Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- C. ACCESS TO RECORDS. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the Office of Inspector General, the State Auditor's Office, the HHS Office of the Inspector General, 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 represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the Department custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subcontracts. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the TXGMS; (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. Energy consumption history for previous twelve (12) months (all fuel types) 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;
 11. Case notes sufficient to document that program service activity has occurred;
 12. Household Status Verification Form for all Household members; and
 13. SAVE printout (if applicable).
- F. SUBCONTRACTS. Subrecipient shall include the substance of the Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

- A. REPORTING COMPLIANCE. Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
- B. FUNDING REPORT. By the fifteenth (15th) 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.

- C. INVENTORY. In accordance with 10 TAC §1.407, 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 (1) year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the Subrecipient that provides CEAP services in the Service Area.
- D. 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.
- E. HOUSEHOLD DATA. By the fifteenth (15th) 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.
- F. 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.
- G. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall register in the System of Award Management ("SAM") a Unique Entity Identifier ("UEI") number on all contracts and agreements. The UEI 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 UEI number for the entire Contract Term.
- H. DISASTER RECOVERY PLAN. Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated at least every two (2) years.

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 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 TXGMS.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

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. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 15. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract. The Department acknowledges governmental entities cannot create an unfunded debt pursuant to the Texas Constitution.

SECTION 16. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with 2 CFR Part 200, TXGMS and 10 TAC §1.404, 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 TXGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than Five Thousand and No/100 Dollars (\$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 CEAP grant 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 CEAP grant funds.

SECTION 17. SUBCONTRACTS

- A. Subrecipient may not subgrant funds under this Contract or 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 subcontractual agreements 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.
- B. 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.
- C. Subrecipient represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

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. BONDING AND INSURANCE REQUIREMENTS

- A. PAYMENT AND PERFORMANCE BOND. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.

- B. INSURANCE. Subrecipient is basically a self-funded entity in accordance with Chapter 2259 of the Texas Government Code subject to statutory tort laws and, as such, generally, it does not maintain a commercial general liability insurance and/or auto liability policy. Subrecipient is encouraged to obtain pollution occurrence. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take

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 represents that it possesses legal authority to apply for the Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Subrecipient to act in connection with the Contract and to provide such additional information as may be required. 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 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 LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, Chapter 2105 of the Texas Government Code, the State Rules, LIHEAP State Plan, and the certifications attached hereto. Subrecipient represents and warrants that it will comply, and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies. 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. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. Subrecipient represents and warrants that if the Contract involves construction of a project, it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts involving employment, as applicable.
- G. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. Subrecipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

H. PROHIBITED EXPENDITURES 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. PROCUREMENT OF RECOVERED MATERIALS

Subrecipient represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), as amended by the Resource Conservation and Recovery Act.

SECTION 24. PREVENTION OF WASTE, FRAUD, AND ABUSE

- A. Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
- B. 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.
- C. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. 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 Comprehensive Energy Assistance Program.
- D. 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 25. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, 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 one hundred-twentieth (120th) day after the date the Department notifies Subrecipient of the violation.

SECTION 26. 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 sub-agreements. 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 26, 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.
- F. Subrecipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR §200.112.
- G. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- H. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract, Subrecipient shall promptly notify Department.

SECTION 27. POLITICAL ACTIVITY AND LEGISLATIVE 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 Subrecipient 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.
- D. Subrecipient represents and warrants that Department's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

SECTION 28. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. DISCRIMINATION PROHIBITED. In accordance with Section 2105.004 of the Texas Government Code, Subrecipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.
- 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 a Person with a Disability.
- D. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).
- E. SUBCONTRACTS. Subrecipient will include the substance of this Section 28 in all subcontracts.

SECTION 29. DEBARRED AND SUSPENDED PARTIES; EXCLUDED PARTIES

- A. 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 on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration and 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 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 29, in all its subcontracts.
- B. EXCLUDED PARTIES. By signing this Contract, Subrecipient further certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

SECTION 30. INDEMNIFICATION

SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

SECTION 31. 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 32. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 33. NO WAIVER

- A. RIGHT OR REMEDY. 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.
- B. SOVEREIGN IMMUNITY. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

SECTION 34. 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 35. 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

SECTION 36. SPECIAL CONDITIONS

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program.
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the Service Area. Subrecipient shall provide Elderly Persons and a Persons with a Disability who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.
- C. Temporary flexibilities will be in place effective at the start of the Contract Term, until the later of the end of the COVID-19 disaster or December 31, 2023 to:
 1. Allow Subrecipients to utilize Texas Rent Relief income certification. For such Households, no additional income documentation is needed as they are deemed income eligible through the Texas Rent Relief Program which also uses 150% AMI;
 2. Allow the payment of 100% of a customer's annual usage in one lump sum; and
 3. Allow a Non-Vulnerable Population Household with an inoperable heating and cooling unit to receive up to \$7,500 for service and repair regardless of the existence of Crisis conditions.

SECTION 37. APPEALS PROCESS

In compliance with the LIHEAP Act, 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 10 TAC §6.8.

SECTION 38. 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 39. 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 40. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Contract. If at any time the Subrecipient would like to engage Department in an Alternative Dispute Resolution (“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 41. OPEN MEETINGS

If the Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

SECTION 42. 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 43. 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 44. 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 45. CYBERSECURITY TRAINING PROGRAM

- A. Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- B. If Subrecipient has access to any state computer system or database, Subrecipient shall complete cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

SECTION 46. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW

Subrecipient represents and warrants its compliance with 2 CFR §200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

SECTION 47. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

SECTION 48. 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
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 (5) 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 48.

- C. Subrecipient shall provide contact information and required notifications to the Department through the Contract System in accordance with 10 TAC §6.6

SECTION 49. VENUE AND JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdictions of Travis County, Texas.

SECTION 50. EXECUTIVE HEAD OF STATE AGENCY AFFIRMATION

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the Department, (2) a person who at any time during the four years before the date of the Contract was the executive head of the Department, or (3) a person who employs a current or former executive head of the Department.

SECTION 51. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications must provide a space for applicants to indicate if they are a veteran as required by Section 434.212 of the Texas Government Code. In addition, the application must include the following statement: "Important Information for Former Military Services Members. Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit the Texas Veterans Portal at <https://veterans.portal.texas.gov/>.

SECTION 52. 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, 2023**

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 58230003847
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(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 \$10,000.00 and not more than \$100,000.00 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 58230003847
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(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 ten (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 thirty (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 58230003847
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(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 eighteen (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 \$1,000.00 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 subcontract which contain provisions for the children's services and that all subcontracts 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 58230003847
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(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 \$5,000.00 or more or reimbursement, restitution, or damage in excess of \$100,000.00; 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 58230003847
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM E

PRWORA REQUIREMENTS

If an individual is applying for LIHEAP funds, a Subrecipient must verify that the individual applying for LIHEAP 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) 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.
- (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 seeing access to information regarding him/her may do so by submitting a written signed request to DHS-USCIS.
- (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 on their website.
- (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 Exhibit B 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 Exhibit B 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 Exhibit B, 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, 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

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

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

(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 58230003847
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A

BUDGET

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

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 4,202,294.00</u>	CEAP FUNDS CURRENTLY AVAILABLE
<u>\$ 2,500.00</u>	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 303,406.00	-
Direct Services	\$ 3,896,388.00	-
TOTAL CEAP BUDGET	\$ 4,199,794.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 1,689,279.00	43.35
Utility Assistance	\$ 1,689,279.00	43.35
Program Services	\$ 517,830.00	13.29
TOTAL DIRECT SERVICES	\$ 3,896,388.00	100.00

General Administrative and coordination of CEAP, including costs and all indirect (overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services cost shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs 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 CEAP.

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 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 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 termination of this Contract. Subrecipient must document outreach, whether the outreach is conducted with CEAP 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).



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Beth Eggar, 9-1-1 Program Manager *BE*
DATE: January 19, 2023
RE: Front Room Equipment Refresh for the Texoma Region

RECOMMENDATION

Approve the contact with AT&T for the purchase and installation of Front Room Equipment in the following Public Safety Answering Points (PSAPs): Cooke County SO, Fannin County SO, Grayson County SO, Bonham PD, Gainesville PD, Whitesboro PD, and TCOG, Total amount of the contract is \$412,469.12.

BACKGROUND

The Texoma Council of Governments 9-1-1 Program provides management and planning support on behalf of seven 9-1-1 Public Safety Answering Points (PSAPs) in the region. The program works to ensure compliance with rules and regulations set forth by the Texas Commission on State Emergency Communications, the Federal Department of Justice and others. Projects include strategic planning and budgeting, compliance, contracts, call taker training, capital equipment, database maintenance, new technology implementation, GIS services, and coordination between local and state agencies.

DISCUSSION

CSEC has guidelines outlined in PPS 028 Exhibit A that says that the front room equipment should be replaced every three years. The term "Front Room" refers to the components of the CPE that are located at the call taker's workstation. The front room equipment recommended for the 3-year lifecycle are components that burn out or fail due to the intense level of usage that they sustain. Examples include monitors, keyboards and headsets, computer CPU, desktop APU (handset), and printers. At one 3-year replacement, only front room equipment would be replaced. At the following 3-year replacement, both front and back-room equipment would be replaced.

BUDGET

We will use funds from the SB8/ HB2911 grant that the 9-1-1 program was granted for 2023. Total for the grant was \$778,861.

Quote Date: 11/17/2022
Quote No.: ATT3575369
Site No.: MULTIPLE



TEXOMA COG, TX
VESTA 9-1-1 Frontroom Refresh

Customer Information

Customer: TCOG
Contact: Beth Eggar

AT&T Contact Information

Account Rep: Jeff Bievenue
Phone: 314-775-3650
E-Mail: jb9541@att.com

Quote Summary

Site #	Site Name	Quote #	# of Pos	TOTAL
100382	TCOG Cooke Co Sheriff, TX - A	ATT3575369-1	2	\$65,255.63
103898	TCOG, HQ	ATT3575369-2	0	\$18,130.33
106449	TCOG Fannin Co SO, TX - B	ATT3575369-3	2	\$47,425.68
109241	TCOG Backup & Training	ATT3575369-5	3	\$68,966.55
101565	TCOG Bonham PD, TX	ATT3575369-6	2	\$47,425.68
102143	TCOG Gainesville PD, TX	ATT3575369-7	2	\$47,425.68
100204	TCOG Grayson Co SO, TX	ATT3575369-8	3	\$68,966.55
101881	TCOG Whitesboro PD, TX	ATT3575369-10	2	\$38,873.51
	AT&T Project Mgmt & Technician Installation			\$10,000.00
TOTAL			16	\$412,469.62

Additional Comments

Quote is valid for 90 days from the date of this quote.

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

Strategic Incentives, Discounts, etc.:

Any strategic incentives, discounts, etc. that are applied to this quote are based on the purchase of all non-optional items listed within the quote. If the quote should change or if items are removed, the incentive is subject to change.

Budgetary Quotes:

Quotes marked Budgetary are nonbinding and subject to change. This quote is being provided as an estimate of approximate pricing and cannot serve as the basis for any order.

Support Renewals:

If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation services:

Field engineering, training and project management units are based on the scope and estimated effort as presented during the Quote preparation. Change orders would be required during a scope or responsibility change between Customer and Vesta Solutions.

Please refer to the Terms & Conditions tab for additional information related to this Quote.

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VESTA® is a registered trademark of Motorola Solutions Connectivity, Inc. (hereafter referred to as "Motorola Solutions").

Quote Date: 11/17/2022
Quote No.: ATT3575369-1
Site No.: 100382

TCOG Cooke Co Sheriff, TX - A

VESTA 9-1-1 Frontroom Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1 <i>Note: Current system is using VESTA R7.7 and VESTA Map Local R4</i>			
2	873099-01102U	VESTA® 9-1-1 CDR Module <i>Note: Customer to provide CDR Printer</i> V911 CDR PER SEAT LIC UPGD	\$0.00	EA	\$0.00
2	873099-00802	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST	\$1,006.50	EA	\$2,013.00
2	PS-0SQ-VSML-M	VESTA® 9-1-1 Basic Operations VS BSC MLTP SEAT LIC NFEE	\$0.00	EA	\$0.00
2	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	\$5,425.74	EA	\$10,851.49
		VESTA® 9-1-1 IRR Module <i>Note: Site may reuse existing IRR Hasp keys or purchase new.</i>			
2	870899-01601	V911 IRR UPGD W/HASP	\$657.57	EA	Optional
2	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	\$0.00
2	809800-35114	V911 IRR SW SPT 5YR	\$841.59	EA	\$1,683.19
		VESTA® Workstation Equipment			
2	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	\$1,402.51	EA	\$2,805.02
2	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$138.59	EA	\$277.18
2	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$929.64
2	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$175.68	EA	\$351.36
2	853030-00302	V911 SAM HDWR KIT	\$2,059.85	EA	\$4,119.70
2	853004-00401	SAM EXT SPKR KIT	\$204.96	EA	\$409.92
2	02800-20701	HDST K 4W/MOD BLK CARBON	\$41.48	EA	\$82.96
2	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.66	EA	\$7.32
2	809800-35109	V911 IWS CFG	\$244.00	EA	\$488.00
2	809800-35108	V911 IWS STG FEE	\$366.00	EA	\$732.00
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$58.56	EA	\$58.56
		VESTA® 9-1-1 Admin Printer <i>Note: Site to reuse existing network printer.</i>			
VESTA 9-1-1 Subtotal					\$24,809.33

VESTA® Map Local

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® Map Local <i>Note: Supported with VESTA® R7 and R7.1</i>			
1	871399-50104.0U	VMAP LOCAL R4 PREM MED UPGD	\$0.00	EA	\$0.00
1	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	\$0.00	EA	\$0.00
2	809800-46005	VMAP LOCAL PREM SPT 5YR	\$3,843.29	EA	\$7,686.59
		VESTA® Map Local - Additional Hardware <i>Note: Additional 8GB RAM to support VESTA Map Local is included in default configuration for mini workstations. No additional RAM purchase is needed.</i>			
2	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$929.64
		VESTA Map Local Installation			
14	809800-17006	FIELD ENG-EXPRESS <i>Note: Channel to install RAM onsite. Vesta Solutions FE remote installation/configuration of VML software, map build per workstation.</i>	\$89.06	EA	\$1,246.84
VESTA Map Local Subtotal					\$9,863.07

TCOG Cooke Co Sheriff, TX - A

VESTA 9-1-1 Frontroom Refresh

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-00399	Monitoring, PM & AV Service: Workstations	\$209.77	EA	\$419.53
2	809800-16381	M&R WKST AGENT LIC M&R PM AV WKST SRVC 5YR	\$3,236.90	EA	\$6,473.81
Managed Services Subtotal					\$6,893.34

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-01594	Workstation Extended Warranty WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i>	\$167.52	EA	\$335.04
Extended Warranties Subtotal					\$335.04

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
32	809800-17007	Field Engineering Services FIELD ENG-STANDARD	\$122.00	EA	\$3,904.00
		Project Management Services <i>Note: If Project Management services are not purchased, only services coordination will be provided. This service option requires the channel to assume all project management responsibilities. Vesta Solutions will engage the Services Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling of purchased VESTA Solutions services only.</i>			
12	809800-51009	PROJECT MGMT - SUPPORT <i>Note: Support PM is Remote only.</i>	\$1,620.90	EA	\$19,450.85
1	809800-17038	COORDINATION SERVICES	\$966.17	EA	Optional
VESTA Services Subtotal					\$23,354.85

Vesta Solutions Discounts/Incentives *

Qty.	Part No.	Description	Unit Price	U/M	Total
	SLD-INCENTIVE	Strategic Incentives STRATEGIC SALES INCENTIVE	TBD	EA	\$0.00
Vesta Solutions Discounts/Incentives Subtotal					\$0.00

Quote Summary

PRODUCT	TOTAL
VESTA 9-1-1	\$24,809.33
VESTA Map Local	\$9,863.07
Managed Services	\$6,893.34
Extended Warranties	\$335.04
VESTA Services	\$23,354.85
Vesta Solutions Discounts/Incentives *	\$0.00
MAIN QUOTE SUBTOTAL	\$65,255.63
GRAND TOTAL	\$65,255.63

Power Draw Information

Product	Total Amps
VESTA 9-1-1	2.24
VESTA Map Local	0.64
Managed Services	0
Total Amps	2.88
Total Watts/VA	345.6
Total KVA	0.3456
BTU's	943.8336

Configuration Notes

Front room hardware refresh

TCOG Cooke Co Sheriff, TX - A

VESTA 9-1-1 Frontroom Refresh

Additional Comments

Quote is valid for 120 days from the date of this quote.

**Discount/Incentive Codes are provided for Vesta Solutions internal use only. Discount/Incentive Codes do not have to be ordered on customer PO's using the codes shown and instead can be applied as a bottom line discount.*

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

Strategic Incentives, Discounts, etc.:

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Budgetary Quotes:

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Support Renewals:

If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation services

Field engineering, training and project management units are based on the scope and estimated effort as presented during the Quote preparation. Change orders would be required during a scope or responsibility change between Customer and Vesta Solutions.

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Quote Date: 11/17/2022
Quote No.: ATT3575369-2
Site No.: 103898

TCOG, HQ

VESTA 9-1-1 Frontroom Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1 <i>Note: Current system is using VESTA R7.7 and VESTA Map Local R4</i>			
1	873099-00702	VESTA® 9-1-1 Activity View V911 ACTIV VIEW SYS LIC	\$4,697.00	EA	\$4,697.00
1	809800-35124	V911 ACT VIEW SW SPT 5YR	\$2,959.32	EA	\$2,959.32
		VESTA Activity View Admin Workstation			
1	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	\$1,402.51	EA	\$1,402.51
1	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$138.59	EA	\$138.59
1	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$464.82
1	809800-00102	GENERIC WKST CFG FEE	\$305.00	EA	\$305.00
1	04000-00399	M&R WKST AGENT LIC	\$209.77	EA	\$209.77
1	809800-16381	M&R PM AV WKST SRVC 5YR	\$3,236.90	EA	\$3,236.90
1	04000-01594	WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR	\$167.52	EA	\$167.52
		VESTA® 9-1-1 Admin Printer <i>Note: Site to reuse existing network printer.</i>			
VESTA 9-1-1 Subtotal					\$13,581.43

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
24	809800-17007	Field Engineering Services FIELD ENG-STANDARD	\$122.00	EA	\$2,928.00
		Project Management Services <i>Note: If Project Management services are not purchased, only services coordination will be provided. This service option requires the channel to assume all project management responsibilities. Vesta Solutions will engage the Services Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling of purchased VESTA Solutions services only.</i>			
1	809800-51009	PROJECT MGMT - SUPPORT <i>Note: Support PM is Remote only.</i>	\$1,620.90	EA	\$1,620.90
VESTA Services Subtotal					\$4,548.90

Vesta Solutions Discounts/Incentives *

Qty.	Part No.	Description	Unit Price	U/M	Total
	SLD-INCENTIVE	Strategic Incentives STRATEGIC SALES INCENTIVE	TBD	EA	\$0.00
Vesta Solutions Discounts/Incentives Subtotal					\$0.00

Quote Summary

PRODUCT	TOTAL
VESTA 9-1-1	\$13,581.43
VESTA Services	\$4,548.90
Vesta Solutions Discounts/Incentives *	\$0.00
MAIN QUOTE SUBTOTAL	\$18,130.33
GRAND TOTAL	\$18,130.33

TCOG, HQ
VESTA 9-1-1 Frontroom Refresh

Power Draw Information

Product	Total Amps
VESTA 9-1-1	0.92
Total Amps	0.92
Total Watts/VA	110.4
Total KVA	0.1104
BTU's	301.5024

Configuration Notes

Front room hardware refresh

Additional Comments

Quote is valid for 120 days from the date of this quote.

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Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation services

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Quote Date: 11/17/2022
Quote No.: ATT3575369-3
Site No.: 106449

TCOG Fannin Co SO, TX - B

VESTA 9-1-1 Frontroom Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1 <i>Note: Current system is using VESTA R7.7 and VESTA Map Local R4</i>			
		VESTA® 9-1-1 CDR Module <i>Note: Customer to provide CDR Printer</i>			
2	873099-01102U	V911 CDR PER SEAT LIC UPGD	\$0.00	EA	\$0.00
		VESTA® 9-1-1 Activity View			
2	873099-00802	V911 ACT VIEW LIC PER ST	\$1,006.50	EA	\$2,013.00
		VESTA® 9-1-1 Basic Operations			
2	PS-0SQ-VSML-M	VS BSC MLTP SEAT LIC NFEE	\$0.00	EA	\$0.00
2	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	\$5,425.74	EA	\$10,851.49
		VESTA® 9-1-1 IRR Module <i>Note: Site may reuse existing IRR Hasp keys or purchase new.</i>			
2	870899-01601	V911 IRR UPGD W/HASP	\$657.57	EA	Optional
2	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	\$0.00
2	809800-35114	V911 IRR SW SPT 5YR	\$841.59	EA	\$1,683.19
		VESTA® Workstation Equipment			
2	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	\$1,402.51	EA	\$2,805.02
2	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$138.59	EA	\$277.18
2	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$929.64
2	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$175.68	EA	\$351.36
2	853030-00302	V911 SAM HDWR KIT	\$2,059.85	EA	\$4,119.70
2	853004-00401	SAM EXT SPKR KIT	\$204.96	EA	\$409.92
2	02800-20701	HDST K 4W/MOD BLK CARBON	\$41.48	EA	\$82.96
2	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.66	EA	\$7.32
2	809800-35109	V911 IWS CFG	\$244.00	EA	\$488.00
2	809800-35108	V911 IWS STG FEE	\$366.00	EA	\$732.00
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$58.56	EA	\$58.56
		VESTA® 9-1-1 Admin Printer <i>Note: Site to reuse existing network printer.</i>			
VESTA 9-1-1 Subtotal					\$24,809.33

VESTA® Map Local

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® Map Local <i>Note: Supported with VESTA® R7 and R7.1</i>			
1	871399-50104.0U	VMAP LOCAL R4 PREM MED UPGD	\$0.00	EA	\$0.00
1	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	\$0.00	EA	\$0.00
2	809800-46005	VMAP LOCAL PREM SPT 5YR	\$3,843.29	EA	\$7,686.59
		VESTA® Map Local - Additional Hardware <i>Note: Additional 8GB RAM to support VESTA Map Local is included in default configuration for mini workstations. No additional RAM purchase is needed.</i>			
2	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$929.64
		VESTA Map Local Installation			
14	809800-17006	FIELD ENG-EXPRESS <i>Note: Channel to install RAM onsite. Vesta Solutions FE remote installation/configuration of VML software, map build per workstation.</i>	\$89.06	EA	\$1,246.84
VESTA Map Local Subtotal					\$9,863.07

TCOG Fannin Co SO, TX - B

VESTA 9-1-1 Frontroom Refresh

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-00399	<i>Monitoring, PM & AV Service: Workstations</i>	\$209.77	EA	\$419.53
2	809800-16381	M&R WKST AGENT LIC M&R PM AV WKST SRVC 5YR	\$3,236.90	EA	\$6,473.81
Managed Services Subtotal					\$6,893.34

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-01594	<i>Workstation Extended Warranty</i> WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i>	\$167.52	EA	\$335.04
Extended Warranties Subtotal					\$335.04

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
32	809800-17007	<i>Field Engineering Services</i> FIELD ENG-STANDARD	\$122.00	EA	\$3,904.00
1	809800-51009	<i>Project Management Services</i> <i>Note: If Project Management services are not purchased, only services coordination will be provided. This service option requires the channel to assume all project management responsibilities. Vesta Solutions will engage the Services Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling of purchased VESTA Solutions services only.</i> PROJECT MGMT - SUPPORT <i>Note: Support PM is Remote only.</i>	\$1,620.90	EA	\$1,620.90
VESTA Services Subtotal					\$5,524.90

Vesta Solutions Discounts/Incentives *

Qty.	Part No.	Description	Unit Price	U/M	Total
	SLD-INCENTIVE	<i>Strategic Incentives</i> STRATEGIC SALES INCENTIVE	TBD	EA	\$0.00
Vesta Solutions Discounts/Incentives Subtotal					\$0.00

Quote Summary

PRODUCT	TOTAL
VESTA 9-1-1	\$24,809.33
VESTA Map Local	\$9,863.07
Managed Services	\$6,893.34
Extended Warranties	\$335.04
VESTA Services	\$5,524.90
Vesta Solutions Discounts/Incentives *	\$0.00
MAIN QUOTE SUBTOTAL	\$47,425.68
GRAND TOTAL	\$47,425.68

Power Draw Information

Product	Total Amps
VESTA 9-1-1	2.24
VESTA Map Local	0.64
Managed Services	0
Total Amps	2.88
Total Watts/VA	345.6
Total KVA	0.3456
BTU's	943.8336

Configuration Notes

Front room hardware refresh

TCOG Fannin Co SO, TX - B

VESTA 9-1-1 Frontroom Refresh

Additional Comments

Quote is valid for 120 days from the date of this quote.

**Discount/Incentive Codes are provided for Vesta Solutions internal use only. Discount/Incentive Codes do not have to be ordered on customer PO's using the codes shown and instead can be applied as a bottom line discount.*

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Strategic Incentives, Discounts, etc.:

Any strategic incentives, discounts, etc. that are applied to this quote are based on the purchase of all non-optional items listed within the quote. If the quote should change or if items are removed, the incentive is subject to change.

Budgetary Quotes:

Quotes marked Budgetary are nonbinding and subject to change. This quote is being provided as an estimate of approximate pricing and cannot serve as the basis for any order.

Support Renewals:

If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation services:

Field engineering, training and project management units are based on the scope and estimated effort as presented during the Quote preparation. Change orders would be required during a scope or responsibility change between Customer and Vesta Solutions.

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Quote Date: 11/17/2022
Quote No.: ATT3575369-5
Site No.: 109241

TCOG Backup & Training

VESTA 9-1-1 Frontroom Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1 <i>Note: Current system is using VESTA R7.7 and VESTA Map Local R4</i>			
3	873099-01102U	VESTA® 9-1-1 CDR Module <i>Note: Customer to provide CDR Printer</i> V911 CDR PER SEAT LIC UPGD	\$0.00	EA	\$0.00
3	873099-00802	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST	\$1,006.50	EA	\$3,019.50
3	PS-0SQ-VSML-M	VESTA® 9-1-1 Basic Operations VS BSC MLTP SEAT LIC NFEE	\$0.00	EA	\$0.00
3	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	\$5,425.74	EA	\$16,277.23
		VESTA® 9-1-1 IRR Module <i>Note: Site may reuse existing IRR Hasp keys or purchase new.</i>			
3	870899-01601	V911 IRR UPGD W/HASP	\$657.57	EA	Optional
3	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	\$0.00
3	809800-35114	V911 IRR SW SPT 5YR	\$841.59	EA	\$2,524.78
		VESTA® Workstation Equipment			
3	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	\$1,402.51	EA	\$4,207.54
3	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$138.59	EA	\$415.78
3	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$1,394.46
3	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$175.68	EA	\$527.04
3	853030-00302	V911 SAM HDWR KIT	\$2,059.85	EA	\$6,179.54
3	853004-00401	SAM EXT SPKR KIT	\$204.96	EA	\$614.88
3	02800-20701	HDST K 4W/MOD BLK CARBON	\$41.48	EA	\$124.44
3	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.66	EA	\$10.98
3	809800-35109	V911 IWS CFG	\$244.00	EA	\$732.00
3	809800-35108	V911 IWS STG FEE	\$366.00	EA	\$1,098.00
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$58.56	EA	\$58.56
		VESTA® 9-1-1 Admin Printer <i>Note: Site to reuse existing network printer.</i>			
VESTA 9-1-1 Subtotal					\$37,184.72

VESTA® Map Local

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® Map Local <i>Note: Supported with VESTA® R7 and R7.1</i>			
1	871399-50104.0U	VMAP LOCAL R4 PREM MED UPGD	\$0.00	EA	\$0.00
2	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	\$0.00	EA	\$0.00
3	809800-46005	VMAP LOCAL PREM SPT 5YR	\$3,843.29	EA	\$11,529.88
		VESTA® Map Local - Additional Hardware <i>Note: Additional 8GB RAM to support VESTA Map Local is included in default configuration for mini workstations. No additional RAM purchase is needed.</i>			
3	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$1,394.46
		VESTA Map Local Installation			
17	809800-17006	FIELD ENG-EXPRESS <i>Note: Channel to install RAM onsite. Vesta Solutions FE remote installation/configuration of VML software, map build per workstation.</i>	\$89.06	EA	\$1,514.02
VESTA Map Local Subtotal					\$14,438.36

TCOG Backup & Training

VESTA 9-1-1 Frontroom Refresh

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
3	04000-00399	Monitoring, PM & AV Service: Workstations	\$209.77	EA	\$629.30
3	809800-16381	M&R WKST AGENT LIC M&R PM AV WKST SRVC 5YR	\$3,236.90	EA	\$9,710.71
Managed Services Subtotal					\$10,340.01

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
3	04000-01594	Workstation Extended Warranty WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i>	\$167.52	EA	\$502.55
Extended Warranties Subtotal					\$502.55

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
40	809800-17007	Field Engineering Services FIELD ENG-STANDARD	\$122.00	EA	\$4,880.00
		Project Management Services <i>Note: If Project Management services are not purchased, only services coordination will be provided. This service option requires the channel to assume all project management responsibilities. Vesta Solutions will engage the Services Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling of purchased VESTA Solutions services only.</i>			
1	809800-51009	PROJECT MGMT - SUPPORT <i>Note: Support PM is Remote only.</i>	\$1,620.90	EA	\$1,620.90
VESTA Services Subtotal					\$6,500.90

Vesta Solutions Discounts/Incentives *

Qty.	Part No.	Description	Unit Price	U/M	Total
	SLD-INCENTIVE	Strategic Incentives STRATEGIC SALES INCENTIVE	TBD	EA	\$0.00
Vesta Solutions Discounts/Incentives Subtotal					\$0.00

Quote Summary

PRODUCT	TOTAL
VESTA 9-1-1	\$37,184.72
VESTA Map Local	\$14,438.36
Managed Services	\$10,340.01
Extended Warranties	\$502.55
VESTA Services	\$6,500.90
Vesta Solutions Discounts/Incentives *	\$0.00
MAIN QUOTE SUBTOTAL	\$68,966.55
GRAND TOTAL	\$68,966.55

Power Draw Information

Product	Total Amps
VESTA 9-1-1	3.36
VESTA Map Local	0.96
Managed Services	0
Total Amps	4.32
Total Watts/VA	518.4
Total KVA	0.5184
BTU's	1415.7504

Configuration Notes

Front room hardware refresh

TCOG Backup & Training

VESTA 9-1-1 Frontroom Refresh

Additional Comments

Quote is valid for 120 days from the date of this quote.

**Discount/Incentive Codes are provided for Vesta Solutions internal use only. Discount/Incentive Codes do not have to be ordered on customer PO's using the codes shown and instead can be applied as a bottom line discount.*

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Strategic Incentives, Discounts, etc.:

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Budgetary Quotes:

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Support Renewals:

If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation services

Field engineering, training and project management units are based on the scope and estimated effort as presented during the Quote preparation. Change orders would be required during a scope or responsibility change between Customer and Vesta Solutions.

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Quote Date: 11/17/2022
Quote No.: ATT3575369-6
Site No.: 101565

TCOG Bonham PD, TX

VESTA 9-1-1 Frontroom Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1 <i>Note: Current system is using VESTA R7.7 and VESTA Map Local R4</i>			
2	873099-01102U	VESTA® 9-1-1 CDR Module <i>Note: Customer to provide CDR Printer</i> V911 CDR PER SEAT LIC UPGD	\$0.00	EA	\$0.00
2	873099-00802	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST	\$1,006.50	EA	\$2,013.00
2	PS-0SQ-VSML-M	VESTA® 9-1-1 Basic Operations VS BSC MLTP SEAT LIC NFEE	\$0.00	EA	\$0.00
2	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	\$5,425.74	EA	\$10,851.49
		VESTA® 9-1-1 IRR Module <i>Note: Site may reuse existing IRR Hasp keys or purchase new.</i>			
2	870899-01601	V911 IRR UPGD W/HASP	\$657.57	EA	Optional
2	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	\$0.00
2	809800-35114	V911 IRR SW SPT 5YR	\$841.59	EA	\$1,683.19
		VESTA® Workstation Equipment			
2	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	\$1,402.51	EA	\$2,805.02
2	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$138.59	EA	\$277.18
2	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$929.64
2	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$175.68	EA	\$351.36
2	853030-00302	V911 SAM HDWR KIT	\$2,059.85	EA	\$4,119.70
2	853004-00401	SAM EXT SPKR KIT	\$204.96	EA	\$409.92
2	02800-20701	HDST K 4W/MOD BLK CARBON	\$41.48	EA	\$82.96
2	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.66	EA	\$7.32
2	809800-35109	V911 IWS CFG	\$244.00	EA	\$488.00
2	809800-35108	V911 IWS STG FEE	\$366.00	EA	\$732.00
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$58.56	EA	\$58.56
		VESTA® 9-1-1 Admin Printer <i>Note: Site to reuse existing network printer.</i>			
VESTA 9-1-1 Subtotal					\$24,809.33

VESTA® Map Local

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® Map Local <i>Note: Supported with VESTA® R7 and R7.1</i>			
1	871399-50104.0U	VMAP LOCAL R4 PREM MED UPGD	\$0.00	EA	\$0.00
1	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	\$0.00	EA	\$0.00
2	809800-46005	VMAP LOCAL PREM SPT 5YR	\$3,843.29	EA	\$7,686.59
		VESTA® Map Local - Additional Hardware <i>Note: Additional 8GB RAM to support VESTA Map Local is included in default configuration for mini workstations. No additional RAM purchase is needed.</i>			
2	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$929.64
		VESTA Map Local Installation			
14	809800-17006	FIELD ENG-EXPRESS <i>Note: Channel to install RAM onsite. Vesta Solutions FE remote installation/configuration of VML software, map build per workstation.</i>	\$89.06	EA	\$1,246.84
VESTA Map Local Subtotal					\$9,863.07

TCOG Bonham PD, TX

VESTA 9-1-1 Frontroom Refresh

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-00399	Monitoring, PM & AV Service: Workstations			
		M&R WKST AGENT LIC	\$209.77	EA	\$419.53
2	809800-16381	M&R PM AV WKST SRVC 5YR	\$3,236.90	EA	\$6,473.81
Managed Services Subtotal					\$6,893.34

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-01594	Workstation Extended Warranty			
		WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR	\$167.52	EA	\$335.04
		Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.			
Extended Warranties Subtotal					\$335.04

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
32	809800-17007	Field Engineering Services			
		FIELD ENG-STANDARD	\$122.00	EA	\$3,904.00
		Project Management Services			
		Note: If Project Management services are not purchased, only services coordination will be provided. This service option requires the channel to assume all project management responsibilities. Vesta Solutions will engage the Services Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling of purchased VESTA Solutions services only.			
1	809800-51009	PROJECT MGMT - SUPPORT	\$1,620.90	EA	\$1,620.90
		Note: Support PM is Remote only.			
VESTA Services Subtotal					\$5,524.90

Vesta Solutions Discounts/Incentives *

Qty.	Part No.	Description	Unit Price	U/M	Total
	SLD-INCENTIVE	Strategic Incentives			
		STRATEGIC SALES INCENTIVE	TBD	EA	\$0.00
Vesta Solutions Discounts/Incentives Subtotal					\$0.00

Quote Summary

PRODUCT	TOTAL
VESTA 9-1-1	\$24,809.33
VESTA Map Local	\$9,863.07
Managed Services	\$6,893.34
Extended Warranties	\$335.04
VESTA Services	\$5,524.90
Vesta Solutions Discounts/Incentives *	\$0.00
MAIN QUOTE SUBTOTAL	\$47,425.68
GRAND TOTAL	\$47,425.68

Power Draw Information

Product	Total Amps
VESTA 9-1-1	2.24
VESTA Map Local	0.64
Managed Services	0
Total Amps	2.88
Total Watts/VA	345.6
Total KVA	0.3456
BTU's	943.8336

Configuration Notes

Front room hardware refresh

TCOG Bonham PD, TX

VESTA 9-1-1 Frontroom Refresh

Additional Comments

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Quote Date: 11/17/2022
Quote No.: ATT3575369-7
Site No.: 102143

TCOG Gainesville PD, TX

VESTA 9-1-1 Frontroom Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1 <i>Note: Current system is using VESTA R7.7 and VESTA Map Local R4</i>			
2	873099-01102U	VESTA® 9-1-1 CDR Module <i>Note: Customer to provide CDR Printer</i> V911 CDR PER SEAT LIC UPGD	\$0.00	EA	\$0.00
2	873099-00802	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST	\$1,006.50	EA	\$2,013.00
2	PS-0SQ-VSML-M	VESTA® 9-1-1 Basic Operations VS BSC MLTP SEAT LIC NFEE		EA	\$0.00
2	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	\$5,425.74	EA	\$10,851.49
		VESTA® 9-1-1 IRR Module <i>Note: Site may reuse existing IRR Hasp keys or purchase new.</i>			
2	870899-01601	V911 IRR UPGD W/HASP	\$657.57	EA	Optional
2	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	\$0.00
2	809800-35114	V911 IRR SW SPT 5YR	\$841.59	EA	\$1,683.19
		VESTA® Workstation Equipment			
2	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	\$1,402.51	EA	\$2,805.02
2	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$138.59	EA	\$277.18
2	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$929.64
2	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$175.68	EA	\$351.36
2	853030-00302	V911 SAM HDWR KIT	\$2,059.85	EA	\$4,119.70
2	853004-00401	SAM EXT SPKR KIT	\$204.96	EA	\$409.92
2	02800-20701	HDST K 4W/MOD BLK CARBON	\$41.48	EA	\$82.96
2	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.66	EA	\$7.32
2	809800-35109	V911 IWS CFG	\$244.00	EA	\$488.00
2	809800-35108	V911 IWS STG FEE	\$366.00	EA	\$732.00
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$58.56	EA	\$58.56
		VESTA® 9-1-1 Admin Printer <i>Note: Site to reuse existing network printer.</i>			
VESTA 9-1-1 Subtotal					\$24,809.33

VESTA® Map Local

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® Map Local <i>Note: Supported with VESTA® R7 and R7.1</i>			
1	871399-50104.0U	VMAP LOCAL R4 PREM MED UPGD	\$0.00	EA	\$0.00
1	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	\$0.00	EA	\$0.00
2	809800-46005	VMAP LOCAL PREM SPT 5YR	\$3,843.29	EA	\$7,686.59
		VESTA® Map Local - Additional Hardware <i>Note: Additional 8GB RAM to support VESTA Map Local is included in default configuration for mini workstations. No additional RAM purchase is needed.</i>			
2	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$929.64
		VESTA Map Local Installation			
14	809800-17006	FIELD ENG-EXPRESS <i>Note: Channel to install RAM onsite. Vesta Solutions FE remote installation/configuration of VML software, map build per workstation.</i>	\$89.06	EA	\$1,246.84
VESTA Map Local Subtotal					\$9,863.07

TCOG Gainesville PD, TX

VESTA 9-1-1 Frontroom Refresh

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-00399	Monitoring, PM & AV Service: Workstations			
2	809800-16381	M&R WKST AGENT LIC	\$209.77	EA	\$419.53
		M&R PM AV WKST SRVC 5YR	\$3,236.90	EA	\$6,473.81
Managed Services Subtotal					\$6,893.34

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-01594	Workstation Extended Warranty			
		WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR	\$167.52	EA	\$335.04
		Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.			
Extended Warranties Subtotal					\$335.04

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
32	809800-17007	Field Engineering Services			
		FIELD ENG-STANDARD	\$122.00	EA	\$3,904.00
		Project Management Services			
		Note: If Project Management services are not purchased, only services coordination will be provided. This service option requires the channel to assume all project management responsibilities. Vesta Solutions will engage the Services Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling of purchased VESTA Solutions services only.			
1	809800-51009	PROJECT MGMT - SUPPORT	\$1,620.90	EA	\$1,620.90
		Note: Support PM is Remote only.			
VESTA Services Subtotal					\$5,524.90

Vesta Solutions Discounts/Incentives *

Qty.	Part No.	Description	Unit Price	U/M	Total
	SLD-INCENTIVE	Strategic Incentives			
		STRATEGIC SALES INCENTIVE	TBD	EA	\$0.00
Vesta Solutions Discounts/Incentives Subtotal					\$0.00

Quote Summary

PRODUCT	TOTAL
VESTA 9-1-1	\$24,809.33
VESTA Map Local	\$9,863.07
Managed Services	\$6,893.34
Extended Warranties	\$335.04
VESTA Services	\$5,524.90
Vesta Solutions Discounts/Incentives *	\$0.00
MAIN QUOTE SUBTOTAL	\$47,425.68
GRAND TOTAL	\$47,425.68

Power Draw Information

Product	Total Amps
VESTA 9-1-1	2.24
VESTA Map Local	0.64
Managed Services	0
Total Amps	2.88
Total Watts/VA	345.6
Total KVA	0.3456
BTU's	943.8336

Configuration Notes

Front room hardware refresh

TCOG Gainesville PD, TX

VESTA 9-1-1 Frontroom Refresh

Additional Comments

Quote is valid for 120 days from the date of this quote.

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Implementation services

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Quote Date: 11/17/2022
 Quote No.: ATT3575369-8
 Site No.: 100204

TCOG Grayson Co SO, TX

VESTA 9-1-1 Frontroom Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1 <i>Note: Current system is using VESTA R7.7 and VESTA Map Local R4</i>			
3	873099-01102U	VESTA® 9-1-1 CDR Module <i>Note: Customer to provide CDR Printer</i> V911 CDR PER SEAT LIC UPGD	\$0.00	EA	\$0.00
3	873099-00802	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST	\$1,006.50	EA	\$3,019.50
3	PS-0SQ-VSML-M	VESTA® 9-1-1 Basic Operations VS BSC MLTP SEAT LIC NFEE	\$0.00	EA	\$0.00
3	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	\$5,425.74	EA	\$16,277.23
		VESTA® 9-1-1 IRR Module <i>Note: Site may reuse existing IRR Hasp keys or purchase new.</i>			
3	870899-01601	V911 IRR UPGD W/HASP	\$657.57	EA	Optional
3	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	\$0.00
3	809800-35114	V911 IRR SW SPT 5YR	\$841.59	EA	\$2,524.78
		VESTA® Workstation Equipment			
3	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	\$1,402.51	EA	\$4,207.54
3	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$138.59	EA	\$415.78
3	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$1,394.46
3	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$175.68	EA	\$527.04
3	853030-00302	V911 SAM HDWR KIT	\$2,059.85	EA	\$6,179.54
3	853004-00401	SAM EXT SPKR KIT	\$204.96	EA	\$614.88
3	02800-20701	HDST K 4W/MOD BLK CARBON	\$41.48	EA	\$124.44
3	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.66	EA	\$10.98
3	809800-35109	V911 IWS CFG	\$244.00	EA	\$732.00
3	809800-35108	V911 IWS STG FEE	\$366.00	EA	\$1,098.00
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$58.56	EA	\$58.56
		VESTA® 9-1-1 Admin Printer <i>Note: Site to reuse existing network printer.</i>			
VESTA 9-1-1 Subtotal					\$37,184.72

VESTA® Map Local

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® Map Local <i>Note: Supported with VESTA® R7 and R7.1</i>			
1	871399-50104.0U	VMAP LOCAL R4 PREM MED UPGD	\$0.00	EA	\$0.00
2	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	\$0.00	EA	\$0.00
3	809800-46005	VMAP LOCAL PREM SPT 5YR	\$3,843.29	EA	\$11,529.88
		VESTA® Map Local - Additional Hardware <i>Note: Additional 8GB RAM to support VESTA Map Local is included in default configuration for mini workstations. No additional RAM purchase is needed.</i>			
3	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$1,394.46
		VESTA Map Local Installation FIELD ENG-EXPRESS <i>Note: Channel to install RAM onsite. Vesta Solutions FE remote installation/configuration of VML software, map build per workstation.</i>	\$89.06	EA	\$1,514.02
VESTA Map Local Subtotal					\$14,438.36

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
		Monitoring, PM & AV Service: Workstations			
3	04000-00399	M&R WKST AGENT LIC	\$209.77	EA	\$629.30
3	809800-16381	M&R PM AV WKST SRVC 5YR	\$3,236.90	EA	\$9,710.71
Managed Services Subtotal					\$10,340.01

TCOG Grayson Co SO, TX

VESTA 9-1-1 Frontroom Refresh

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
3	04000-01594	Workstation Extended Warranty WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i>	\$167.52	EA	\$502.55
Extended Warranties Subtotal					\$502.55

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
40	809800-17007	Field Engineering Services FIELD ENG-STANDARD Project Management Services <i>Note: If Project Management services are not purchased, only services coordination will be provided. This service option requires the channel to assume all project management responsibilities. Vesta Solutions will engage the Services Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling of purchased VESTA Solutions services only.</i>	\$122.00	EA	\$4,880.00
1	809800-51009	PROJECT MGMT - SUPPORT <i>Note: Support PM is Remote only.</i>	\$1,620.90	EA	\$1,620.90
VESTA Services Subtotal					\$6,500.90

Vesta Solutions Discounts/Incentives *

Qty.	Part No.	Description	Unit Price	U/M	Total
	SLD-INCENTIVE	Strategic Incentives STRATEGIC SALES INCENTIVE	TBD	EA	\$0.00
Vesta Solutions Discounts/Incentives Subtotal					\$0.00

Quote Summary

PRODUCT	TOTAL
VESTA 9-1-1	\$37,184.72
VESTA Map Local	\$14,438.36
Managed Services	\$10,340.01
Extended Warranties	\$502.55
VESTA Services	\$6,500.90
Vesta Solutions Discounts/Incentives *	\$0.00
MAIN QUOTE SUBTOTAL	\$68,966.55
GRAND TOTAL	\$68,966.55

Power Draw Information

Product	Total Amps
VESTA 9-1-1	3.36
VESTA Map Local	0.96
Managed Services	0
Total Amps	4.32
Total Watts/VA	518.4
Total KVA	0.5184
BTU's	1415.7504

Configuration Notes

Front room hardware refresh

TCOG Grayson Co SO, TX

VESTA 9-1-1 Frontroom Refresh

Additional Comments

Quote is valid for 120 days from the date of this quote.

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Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

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Quote Date: 11/17/2022
Quote No.: ATT3575369-10
Site No.: 101881

TCOG Whitesboro PD, TX

VESTA 9-1-1 Frontroom Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1 <i>Note: Current system is using VESTA R7.7 and VESTA Map Local R4</i>			
2	873099-01102U	VESTA® 9-1-1 CDR Module <i>Note: Customer to provide CDR Printer</i> V911 CDR PER SEAT LIC UPGD	\$0.00	EA	\$0.00
2	873099-00802	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST	\$1,227.93	EA	\$2,455.86
2	PS-0SQ-VSML-M	VESTA® 9-1-1 Basic Operations VS BSC MLTP SEAT LIC NFEE	\$0.00	EA	\$0.00
2	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	\$6,619.41	EA	\$13,238.81
		VESTA® 9-1-1 IRR Module <i>Note: Site may reuse existing IRR Hasp keys or purchase new.</i>			
2	870899-01601	V911 IRR UPGD W/HASP	\$802.23	EA	Optional
2	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	\$0.00
2	809800-35114	V911 IRR SW SPT 5YR	\$1,026.74	EA	\$2,053.49
		VESTA® Workstation Equipment			
2	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	\$1,711.06	EA	\$3,422.13
2	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$169.08	EA	\$338.16
2	63000-241692	MNTR 24IN FP WIDE SCR LED	\$567.08	EA	\$1,134.16
2	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$214.33	EA	\$428.66
2	853030-00302	V911 SAM HDWR KIT	\$2,513.01	EA	\$5,026.03
2	853004-00401	SAM EXT SPKR KIT	\$250.05	EA	\$500.10
2	02800-20701	HDST K 4W/MOD BLK CARBON	\$50.61	EA	\$101.21
2	03044-20000	HDST CORD 12FT 4W MOD BLK	\$4.47	EA	\$8.93
2	809800-35109	V911 IWS CFG	\$297.68	EA	\$595.36
2	809800-35108	V911 IWS STG FEE	\$446.52	EA	\$893.04
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$71.44	EA	\$71.44
		VESTA® 9-1-1 Admin Printer <i>Note: Site to reuse existing network printer.</i>			
VESTA 9-1-1 Subtotal					\$30,267.39

VESTA® Map Local

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® Map Local <i>Note: Supported with VESTA® R7 and R7.1</i>			
1	871399-50104.0U	VMAP LOCAL R4 PREM MED UPGD	\$0.00	EA	\$0.00
1	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	\$0.00	EA	\$0.00
2	809800-46005	VMAP LOCAL PREM SPT 5YR	\$3,843.29	EA	\$7,686.59
		VESTA® Map Local - Additional Hardware <i>Note: Additional 8GB RAM to support VESTA Map Local is included in default configuration for mini workstations. No additional RAM purchase is needed.</i>			
2	63000-241692	MNTR 24IN FP WIDE SCR LED	\$464.82	EA	\$929.64
		VESTA Map Local Installation			
14	809800-17006	FIELD ENG-EXPRESS	\$89.06	EA	\$1,246.84
		<i>Note: Channel to install RAM onsite. Vesta Solutions FE remote installation/configuration of VML software, map build per workstation.</i>			
VESTA Map Local Subtotal					\$9,863.07

TCOG Whitesboro PD, TX

VESTA 9-1-1 Frontroom Refresh

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-00399	Monitoring, PM & AV Service: Workstations			
2	809800-16381	M&R WKST AGENT LIC	\$209.77	EA	\$419.53
		M&R PM AV WKST SRVC 5YR	\$3,236.90	EA	\$6,473.81
Managed Services Subtotal					\$6,893.34

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-01594	Workstation Extended Warranty			
		WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR	\$167.52	EA	\$335.04
		Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.			
Extended Warranties Subtotal					\$335.04

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
32	809800-17007	Field Engineering Services			
		FIELD ENG-STANDARD	\$122.00	EA	\$3,904.00
		Project Management Services			
		Note: If Project Management services are not purchased, only services coordination will be provided. This service option requires the channel to assume all project management responsibilities. Vesta Solutions will engage the Services Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling of purchased VESTA Solutions services only.			
1	809800-51009	PROJECT MGMT - SUPPORT	\$1,620.90	EA	\$1,620.90
		Note: Support PM is Remote only.			
VESTA Services Subtotal					\$5,524.90

Vesta Solutions Discounts/Incentives *

Qty.	Part No.	Description	Unit Price	U/M	Total
	SLD-INCENTIVE	Strategic Incentives			
		STRATEGIC SALES INCENTIVE	TBD	EA	\$0.00
Vesta Solutions Discounts/Incentives Subtotal					\$0.00

Quote Summary

PRODUCT	TOTAL
VESTA 9-1-1	\$30,267.39
VESTA Map Local	\$9,863.07
Managed Services	\$6,893.34
Extended Warranties	\$335.04
VESTA Services	\$5,524.90
Vesta Solutions Discounts/Incentives *	\$0.00
MAIN QUOTE SUBTOTAL	\$52,883.74
GRAND TOTAL	\$52,883.74

Power Draw Information

Product	Total Amps
VESTA 9-1-1	2.24
VESTA Map Local	0.64
Managed Services	0
Total Amps	2.88
Total Watts/VA	345.6
Total KVA	0.3456
BTU's	943.8336

Configuration Notes

Front room hardware refresh

TCOG Whitesboro PD, TX

VESTA 9-1-1 Frontroom Refresh

Additional Comments

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Commission on State Emergency Communications Program Policy Statements (PPS)

PPS 028: 9-1-1 Equipment Replacement

Issued: 11-10-05

Last Revision Date: 05-10-21

REFERENCE: Health and Safety Code Sections 771.051, 771.055, 771.075, and 771.0751
Commission Rule 251.8, *Regional Planning Commission Procurement of 9-1-1 Equipment and Services with 9-1-1 Funds*
Commission Rules 251.1, 251.4, 251.5, 252.7, and others as may be applicable
Government Code Chapter 783, *Uniform Grant and Contract Management Act*
Texas Uniform Grant Management Standards (TxGMS)

BACKGROUND

The Commission on State Emergency Communications (Commission) Rule 251.8, *Regional Planning Commission Procurement of 9-1-1 Equipment and Services with 9-1-1 Funds*, states that funds allocated for the procurement of 9-1-1 equipment will be subject to Commission funding priorities and policies. The purpose of this Program Policy Statement (PPS) is to provide the Regional Planning Commissions (RPC) with criteria and instructions for the purchase of 9-1-1 equipment to ensure the systematic replacement of aging equipment and that the equipment purchased is consistent with the current industry standard. Replacement of equipment in a timely manner preserves the efficient operation of local 9-1-1 public safety answering points (PSAP). Reliable equipment ensures consistency in receiving 9-1-1 emergency calls from citizens.

TxGMS defines “Equipment” as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the non-state entity for financial statement purposes; or (b) \$5,000. See also TxGMS regarding Capital Assets, Computing Devices, General Purpose Equipment, Information Technology Systems, Special Purpose Equipment, and Supplies. For purposes of this PPS, definition (b) applies. Equipment with an acquisition cost of less than \$5,000 is deemed PSAP Supplies and not addressed in this PPS. 9-1-1 equipment falls into two categories: (1) PSAP equipment (customer premise equipment, recorders, and power supply); and (2) 9-1-1 database maintenance equipment.

PSAP equipment consists of hardware such as: telephone answering equipment, personal computer systems, emergency information display, and controller/server systems. PSAP equipment is in operation 365 days a year for 24 hours a day. Without timely replacement, equipment malfunctions and service outages increase, resulting in unanswered 9-1-1 calls. 9-1-1 database maintenance equipment consists of hardware such as mapping plotters, personal

computer systems with display, and specialized 9-1-1 graphic information data management systems. Without timely replacement of 9-1-1 database maintenance equipment, inaccurate maintenance of location information and routing data may occur, resulting in erroneous or slow response to 9-1-1 calls.

COMMISSION REQUIREMENTS

Commission staff will assist the RPCs with identifying and scheduling 9-1-1 equipment replacements. Staff will review any strategic plan requests for funding related to 9-1-1 equipment purchases in accordance with current rules and policy, as well as criteria set forth in this PPS.

Staff will provide the exhibits and instructions for an RPC to use in identifying and scheduling 9-1-1 equipment replacements for inclusion in the RPC's strategic plan.

The Commission will validate that 9-1-1 equipment is replaced in a timely manner and in accordance with the recommended replacement cycles when funding is available. When allocations are limited, Commission funding priorities will apply, *i.e.*, (1) PSAP customer premise equipment, referred to as CPE; (2) database maintenance equipment.

Per the Texas General Appropriations Act (the Commission's Bill Pattern), the Commission must develop and submit a 10-year equipment replacement schedule to the Legislative Budget Board and the Governor's Office not later than November 1st of each odd-numbered calendar year; and may modify the schedule as necessary during the biennium. The Commission reserves the right to modify individual RPC replacement schedules in order to comply with any legislative requirements or funding limitations. Commission staff will work with affected RPCs to make any changes of that type.

REGIONAL PLANNING COMMISSION REQUIREMENTS

RPC must provide in its strategic plan for the purchase of 9-1-1 equipment.

It is mandatory that an RPC procure all PSAP customer premise equipment (CPE) and maintain oversight and control of the equipment. If a local agency provides funding for the purchase of 9-1-1 equipment, the RPC must hold the local funds outside the 9-1-1 program account and must document the expenditure of those funds on 9-1-1 equipment. When a local agency provides funding for the purchase of 9-1-1 equipment, they must also provide a commitment to fund the maintenance contract of that equipment.

Each PSAP must have an Uninterruptible Power Supply (UPS) dedicated solely for PSAP equipment.

Appropriate cycles for useful life (lifecycle) are determined by the type of 9-1-1 equipment to be replaced, as set forth in Exhibit A. Criteria to consider when scheduling the purchase of replacement equipment include:

- Age relative to lifecycle
- Obsolescence - lack of technical support or parts, end of life/service
- Recommended replacement schedule

- Availability of funding
- History of repair
- Functionality or operating condition

The following funding limits apply to the items below because of their potential use beyond the delivery of 9-1-1 calls:

- Generators
 - 2-position PSAP not to exceed \$25,000
 - 3 to 14-position PSAP not to exceed \$40,000
 - 15+ position PSAP not to exceed \$65,000
- Recording Systems
 - 2-position PSAP not to exceed \$15,000
 - 3+ position PSAP not to exceed \$25,000

An RPC must report on its quarterly performance reports the status of purchase and installation of all 9-1-1 equipment purchases.

An RPC should consider its 10-year replacement schedule when procuring a maintenance contract.

QUESTIONS

Contact the Commission's 9-1-1 Program Staff.

9-1-1 Equipment Replacement Guidelines

Equipment Replacement by Asset Type

The recommended terms of useful life are as follows:

Customer Premises Equipment (CPE)

CPE resides at the PSAP, with the specific functions of receiving the 9-1-1 call and displaying the data transmitted with the call. CPE, although frequently procured in a single purchase, has elements that age differently and therefore have been broken into separate categories based on useful life.

Back Room CPE Equipment - 6-year lifecycle

The term “Back Room” equipment refers to the hardware at the termination point at which the 9-1-1 telecommunications ANI and database networks connect. These are recommended for a 6-year replacement cycle. Back-room equipment would be replaced in conjunction with front room equipment replacement during each 6-year cycle.

Front Room CPE Equipment - 3-year lifecycle

The term “Front Room” refers to the components of the CPE that are located at the call taker’s workstation. The front room equipment recommended for a 3-year lifecycle are components that burn out or fail due to the intense level of usage that they sustain. Examples include monitors, keyboards and headsets, computer CPU, desktop APU (handset), and printers. At one 3-year replacement, only front room equipment would be replaced. At the following 3-year replacement, both front and back-room equipment would be replaced.

Power Supply Equipment

Each PSAP location should be evaluated by its RPC to determine if the emergency power system needs to be updated to ensure the ability to answer 9-1-1 calls in the event that commercial power is interrupted.

Generators

Generators are designed to provide continuous power to keep 9-1-1 equipment specific to the PSAP functioning during an extended outage of public or emergency electric power sources. Generator lifecycle will depend on usage, and should be replaced based on history of repair, functionality, operating condition, and manufacturer recommendation.

PPS 028: Equipment Replacement, Exhibit A

Uninterruptible Power Supplies (UPS) – 6-year lifecycle

UPS must be designed to provide a constant power source capable of operating independently for a designated period of time should public or emergency electrical power sources fail. Batteries should be replaced after 3 years and should be funded under PSAP Supplies.

Recorder Equipment – 5-year lifecycle

CSEC funds voice recording and playback systems that capture the 9-1-1 call. CSEC defines 9-1-1 recording equipment as devices that capture and retain sounds including, but not limited to, voice loggers that record sound on a permanent source for later review and instant recall recorders that record and temporarily store calls for immediate review. Extra capacity on recorders may be used for other public safety functions.

Network Routers – 5-year lifecycle

A router is a networking device that forwards data between computer networks. Routers perform the "traffic directing" functions on the RPC PSAP Network. A router is connected to two or more data lines from different IP networks. Routers used for RPC's PSAP Network should be replaced at end of support.

Database Maintenance Equipment – 4-year lifecycle

9-1-1 database maintenance equipment is used for the purposes of mapping geographically accurate transportation networks, address ranges, responder boundaries, and structures to provide accurate location information to the PSAP with the 9-1-1 call. 9-1-1 database maintenance equipment includes plotters, global positioning satellite measurement devices (GPS), street sign making equipment and any other equipment pertaining to database maintenance.

Note

The lifecycle for all equipment noted in this exhibit may vary. This exhibit is meant to serve as a guideline and not required for each of the stated equipment's recommended lifecycles.

AMENDMENT NO. 1

Contract for 9-1-1 Service

Fiscal Years 2022-2023

SECTION 1: INDUCEMENTS

In March 2021 Congress enacted the American Rescue Plan Act of 2021 ("ARPA"), including Subtitle M – Coronavirus State and Local Fiscal Recovery Funds ("CSFRF" 42 U.S.C. § 802 et. seq.). ARPA appropriated \$219 billion to States, territories, and Tribal governments to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease and pandemic ("COVID-19").

In May 2021, the Texas Legislature passed House Bill 2911 ("HB 2911") amending Health and Safety Code Chapter 771 to establish September 1, 2025, as the target date for "all parts of the state [to] be covered by next generation 9-1-1 service." HB 2911 includes new Health and Safety Code § 771.0713 creating the Next Generation 9-1-1 Fund ("NG9-1-1 Fund") and authorizing it to be funded with "Coronavirus State and Local Fiscal Recovery Funds under Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) or from any other federal governmental source for purposes of this chapter."

In October 2021, and per rulemaking authority provided in HB 2911, the Comptroller of Public Accounts adopted rule 34 Tex. Admin. Code § 5.408 designating the Commission as the administrator of the NG9-1-1 Fund.

At its November 16, 2021, open meeting, the Commission designated to its Executive Director the "authority to administer the Next Generation 9-1-1 service fund created by HB 2911."

In November 2021, the Texas Legislature passed Senate Bill 8 (3rd Special Session) ("SB 8"). SB 8 Section 30 appropriates \$150 million CSFRF funds to the NG9-1-1 Fund "for the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs, during the two-year period beginning on the effective date of this Act from money received by this state from the Coronavirus State Fiscal Recovery Fund." Per Section 51, funding of the NG9-1-1 Fund is provided:

[I]n accordance with 42 U.S.C. Section 802(c)(1)(C), which allows money from the Coronavirus State Fiscal Recovery Fund to be used to provide government services to the extent of a reduction in the revenue of a state government caused by the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the state government that ended before that emergency.

Per Health and Safety Code § 771.0713(f), all money in the NG9-1-1 Fund must be distributed by December 31, 2022, and be spent by December 31, 2024. (For more information see *infra*. Period of Performance.) Per subsection 771.0713(g), section 771.0713 creating the NG9-1-1 Fund expires on September 1, 2025.

On April 6, 2022, following submission by the Commission of a grant application, the Office of the Governor (“OOG”) awarded the Commission \$150 million in CSFRF funds per SB 8.¹ By the terms of the award:

CSEC is responsible for ensuring compliance with all federal and state laws and guidance from the United States Department of the Treasury, including, but not limited to, as reflected in the Coronavirus State Fiscal Recovery Fund terms and conditions agreed to by CSEC in eGrants. In addition, to the extent any of these funds are not used, or to the extent another source of funds becomes available, please return these funds to the Office of the Governor.

On April 14, 2022, the Commission’s Executive Director accepted the OOG’s terms and conditions agreement “applicable to payments distributed in the form of grants to state agencies or local units of governments from the Coronavirus State Fiscal Recovery Fund.”² (To the extent applicable to a Subrecipient, the OOG’s terms and conditions of the Commission’s Award are incorporated herein by reference.)

At its May 17, 2022, open meeting, the Commission voted to allocate the NG9-1-1 Fund to 70 (out of 77) Texas 9-1-1 Entities, including the Regional Planning Commissions (“RPCs”).

At its July 13, 2022, open meeting, the Commission voted to amend RPC strategic plans, specifically the *Recipient 9-1-1 Costs Summary*, to authorize expending allocated funds for Next Generation Core Services (“NGCS”) and Next Generation 9-1-1 equipment (“NG9-1-1 Equipment”); and to amend the RPCs’ Contract for 9-1-1 Service.

RPC’s Attachment A Method of Finance, *Recipient 9-1-1 Costs Summary*, to the CSEC – RPC Contract has been revised to include funding of RPC’s NGCS and NG9-1-1 Equipment and re-executed along with this Amendment No. 1.

NOW, THEREFORE, in consideration of the inducements, mutual promises and covenants contained herein, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and the undersigned RPC agree to amend their existing Contract as follows:

¹ OOG Notice of Award to the Commission (April 6, 2022).

² OOG Coronavirus State Fiscal Recovery Fund Terms and Conditions Agreement.

SECTION 2: PURPOSE

The purposes of Amendment No. 1 are to (1) incorporate into the CSEC – RPC Contract for 9-1-1 Service the Next Generation 9-1-1 Fund: CSEC – Texas 9-1-1 Entity Subrecipient Subaward Grant Contract (incorporated herein as Exhibit 1); and (2) account for funding of RPC’s NGCS and NG9-1-1 Equipment.

SECTION 3: SUBRECIPIENT SUBAWARD GRANT CONTRACT

The terms and conditions in the Commission’s Subaward Grant Contract are incorporated by reference into the parties’ Contract for 9-1-1 Service (Fiscal Years 2022 – 2023). Notwithstanding incorporation, RPC is not required to submit a Subrecipient Grant Application (Grant Contract – Section 6). Any conflicts between the parties’ Contract for 9-1-1 Service and the Subaward Grant Contract are resolved by giving precedence to the Contract for 9-1-1 Service—with the exception of RPC’s compliance with the Uniform Guidance, specifically including federal Procurement Standards applicable to a non-federal, non-state entity (2 C.F.R. §§ 200.318 - 200.327).

Notwithstanding the inapplicability of the Subrecipient Grant Application, RPC must complete the forms provided by Commission staff related to the SB 8 – CSFRF federal grant program, including a Project Plan, Budget Plan, and Compliance Worksheet for each subproject to be funded in whole or in part with federal funds.

SECTION 4: NEXT GENERATION 9-1-1 FUNDING

Funding of SB 8 – CSFRF Subrecipient grants from the NG9-1-1 Fund is on a reimbursement basis. The Commission allocated to RPC state appropriated funds for the costs of NGCS and NG9-1-1 Equipment for the Period of Performance beginning September 1, 2022, and ending December 31, 2024.

Following funding of an RPC’s invoice(s) for NGCS or NG9-1-1 Equipment invoice, the Commission will request reimbursement in an equal amount from the OOG out of the NG9-1-1 Fund. OOG reimbursements will be deposited into the General Revenue-Dedicated account utilized to fund RPC’s NG9-1-1 invoices.

SECTION 5: AMENDMENT NO. 1 TERM

This Amendment No. 1 takes effect on the last date of signature by the parties and terminates on August 31, 2023, with the expiration of the underlying Contract, unless terminated earlier in accordance with Commission Program Policy Statements due to RPC’s creation of a Regional Emergency Communication District.

Amendment No. 1 will be incorporated into RPC’s Contract for 9-1-1 Service for fiscal years 2024 – 2025; with the expiration of Amendment No. 1, but not the Contract, set for December 31, 2024, plus 60 days for Amendment No. 1 closeout.

AGREED TO:

Kelli Merriweather
Executive Director
Texas Commission on State Emergency Communications
333 Guadalupe, Suite 2-212
Austin, Texas 78701-3942

Date



Signature

8 29 22

Date

ERIC M BRIDGES

Printed Name of RPC Executive Director

TEXOMA COUNCIL OF GOVERNMENTS

Regional Planning Commission Name

1117 Gallagher Drive

Suite 100

Address

Sherman, TX 75092

City, State Zip

EXHIBIT 1: CSEC – TEXAS 9-1-1 ENTITY SUBRECIPIENT SUBAWARD GRANT CONTRACT

The Subrecipient Grant Contract is embedded as an object below and/or paperclipped to the portable document format (.pdf) version of this Amendment No. 1. The Subrecipient Grant Contract is also available at https://www.csec.texas.gov/s/9-1-1-program?language=en_US&tabset-44a12=4441e.



NG9-1-1 Fund Subrecipient Grant Cc

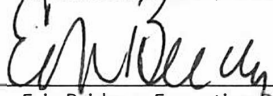
ATTACHMENT "A" - Method of Finance
2022 - 2023 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation for the: Texoma Council of Governments

Regional Planning Commisson 9-1-1 Program Budget	Appropriation Year 2022				Appropriation Year 2023					
	Strategic Plan			Total	Strategic Plan			SB8/HB2911		Total
	Administration	Program	Equipment		Administration	Program	Equipment	NGCS	Equipment	
Original Budget	\$ 45,521	\$ 781,100	\$ -	\$ 826,621	\$ 47,342	\$ 784,613	\$ -	\$ -	\$ -	\$ 831,955
2022 Jul	-	-	-	-	-	(156,900)	40,000	268,861	510,000	661,961
	\$ 45,521	\$ 781,100	\$ -	\$ 826,621	\$ 47,342	\$ 627,713	\$ 40,000	\$ 268,861	\$ 510,000	\$ 1,493,916

Method of Finance (MOF)	Administration	Program	Equipment	Totals	Administration	Program	Equipment	NGCS	Equipment	Totals
Service Fees	\$ 45,521	\$ 781,100	\$ -	\$ 826,621	\$ 47,342	\$ 784,613	\$ -	\$ -	\$ -	\$ 831,955
Adjustments	-	-	-	-	-	(156,900)	40,000	-	-	(116,900)
Total Service Fee	\$ 45,521	\$ 781,100	\$ -	\$ 826,621	\$ 47,342	\$ 627,713	\$ 40,000	\$ -	\$ -	\$ 715,055
Equalization Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustments	-	-	-	-	-	-	-	-	-	-
Total Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Funds			\$ -	-				\$ 268,861	\$ 510,000	\$ 778,861
Total Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 268,861	\$ 510,000	\$ 778,861
Total MOF	\$ 45,521	\$ 781,100	\$ -	\$ 826,621	\$ 47,342	\$ 627,713	\$ 40,000	\$ 268,861	\$ 510,000	\$ 1,493,916

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget" shown for each Appropriation Year above.

Kelli Merriweather, Executive Director - CSEC



Eric Bridges, Executive Director - Texoma Council of Governments

Date

8 29 22

Date



TO: TCOG Governing Board
FROM: Eric M. Bridges, Executive Director *EMB*
DATE: January 16, 2023
RE: TCOG Board Designee to State Association

RECOMMENDATION

Name TCOG Board Designee to Texas Association of Regional Councils (TARC).

BACKGROUND

The Texas Association of Regional Councils (TARC) is a statewide association of councils of governments, regional planning commissions, development councils and area councils. TARC provides education, research, and training for Texas COGs.

DISCUSSION

TARC provides essential support, training, and staff development for TCOG. It is critical for program staff and executive leadership to stay engaged in state and national discussions related to funding and program development for the services we provide.

BUDGET

NA

TO: TCOG Governing Board
FROM: Eric M. Bridges, Executive Director *EMB*
DATE: January 16, 2023
RE: TCOG Human Resources Advisory Committee

RECOMMENDATION

Appoint Governing Board Members to TCOG's Human Resources Advisory Committee

BACKGROUND

The Human Resources Advisory Committee consists of one representative from each county, The role of the Human Resources Advisory Committee is to:

(i) serve as the standing grievance committee for any employee grievances or appeals as directed by the Governing Board President, and,

(ii) review, along with the TCOG Executive Leadership Team and TCOG legal counsel, the TCOG Personnel Policy Manual every three years, and present any changes to the Governing Board.

DISCUSSION

Currently, both Grayson and Fannin County need represented. Current members Commissioner Adam Arendt and Mayor Scott Neu are from Cooke County.