


- 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 Key Activities
- F. **Approval of Minutes:** Approve Minutes for January 18, 2024 meeting.
- G. **Action**
 - 1. **FY 2023 Community Services Block Grant (CSBG) State Discretionary Funds contract # 61240004214 (ES):**
Approve the FY 2022 Community Services Block Grant (CSBG) State Discretionary Funds contract # 61240004214
Judy Fullylove, Energy Services Director - Page 4
 - 2. **FY 2023 Community Services Block Grant (CSBG) State Discretionary Funds contract # 61240004243 (ES):**
Approve the FY 2023 Community Services Block Grant (CSBG) State Discretionary Funds contract # 61240004243
Judy Fullylove, Energy Services Director - Page 36
 - 3. **Texas Association of Community Action Agencies (TACAA) ONCOR Weatherization contract (ES):** Approve the 2024 contract with TACAA for weatherization assistance serving ONCOR qualified customers
Judy Fullylove, Energy Services Director - Page 68
 - 4. **FY 2024 Homeland Security Grant Project Prioritization, Procurement Procedures, and Memorandum of Understanding (MOU) (RS):** Approve the FY 2024 Homeland Security Grant Project Prioritization, Procurement Procedures, and Memorandum of Understanding (MOU)
Miranda Harp, Criminal Justice and Emergency Planning Program Supervisor - Page 77
 - 5. **FY 2024 Homeland Security Grant Resolution (RS):** Approve the FY 2024 Homeland Security Grant Program Resolution
Miranda Harp, Criminal Justice and Emergency Planning Program Supervisor - Page 81
 - 6. **TCOG Homeland Security Advisory Committee By-Laws (RS):** Approve the recommended by-law changes for the TCOG Homeland Security Advisory Committee (HSAC)
Miranda Harp, Criminal Justice and Emergency Planning Program Supervisor - Page 83
 - 7. **FYE 2024 Cost Pool Report and Monthly Financial Statements (AF):** Review and accept the monthly Cost Pool report and Financial Statements
Harry Hickey, Finance Director - Page 87
- H. **President's Report**
- I. **Adjourn**



Eric M. Bridges, Executive Director

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.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3512 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcoq.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also emailed to the County Clerk offices in Cooke and Fannin County, TX.

Members Present: Edwina Lane, Ken Keeler, Bryan Wilson, John Roane, Newt Cunningham, Juston Dobbs, John Burnett, John Spies, Gayla Hawkins, Scott Neu, Clifford Sicking

Members Absent: Mike Springer, James Thorne

A. President Edwina Lane called the meeting to order at 5:30 p.m.

B. Ken Keeler provided the invocation and Juston Dobbs led the pledges.

C. Guests included: Eric Bridges (TCOG), Miranda Harp (TCOG), Rayleen Bingham (TCOG), Alexis Baker-Taylor, (TCOG), Judy Fullylove (TCOG), Sabino Botello (TCOG), Harry Higgins (TCOG), Beth Eggar (TCOG) Deborah Milburn (GrantWorks)

D. There were no comments from the public.

E. Executive Director's Report

Eric Bridges provided an update on key activities.

F. Approval of Minutes

Juston Dobbs made a motion to accept the meeting minutes for November 16, 2023. John Burnett seconded the motion. Motion carried unanimously.

G. Consent

Bryan Wilson made a motion approve the consent items to: ratify FY 2023 Community Services Block Grant contract #61230003812 Amendment #3; ratify FY 2023 Comprehensive Energy Assistance Program contract #5890004000 Amendment #1; ratify FY 2023 Low Income Home Energy Assistance Program contract #81200003888 Amendment #1; ratify FY 2023 US Department of Energy Weatherization Assistance Program contract #5630004087 Amendment #2; accept report of investments for the period October 1, 2023 through December 31, 2023. Ken Keeler seconded the motion. The motion carried unanimously.

H. Action

1. A motion was made by John Burnett to authorize the submission of the Annual Section 8 Management Assessment Program (SEMAP) certification to the Department of Housing and Urban Development for the Fiscal Year Ending December 31, 2023. The motion was second by Juston Dobbs. The motion carried unanimously.
2. A motion was made by John Burnett to authorize the submission of a proposal in response to the Aging and Disability Resource Center (ADRC) Services Request for Applications released by the Texas Health and Human Services Commission. Juston Dobbs seconded the motion. The motion carried unanimously.
3. A motion was made by Ken Keeler to approve the FY 2024 Community Services Block Grant (CSBG) contract #61240004150. John Roane seconded the motion. The motion carried unanimously.
4. A motion was made by Cliff Sicking to approve the FY 2024 Comprehensive Energy Assistance Program (CEAP) contract # 58240004037. Juston Dobbs seconded the motion. The motion carried unanimously.
5. A motion was made by John Burnett to approve the FY 2024 Comprehensive Energy Assistance Program (CEAP) contract # 589400041185. Ken Keeler seconded the motion. The motion carried unanimously.
6. A motion was made by Juston Dobbs to approve the FY 2024 Low-Income Home Energy Assistance Program (LIHEAP) contract # 8124000413. The motion was seconded by Ken Keeler. The motion passed unanimously.
7. A motion was made by Bryan Wilson to approve the submission of the FY 2024/F2025 Municipal Solid Waste Implementation and COG Project Summary From to the Texas Commission on Environmental Quality (TCEQ). John Spies seconded the motion. The motion carried unanimously.


8. A motion was made by John Spies to approve the FY 2023 TCOG Annual Report. The motion was seconded by John Roane. The motion carried unanimously.
9. A motion was made by Ken Keeler to accept the monthly Cost Pool Report and Financial Statements as presented. The motion was seconded by John Burnett. The motion carried unanimously.
10. A motion was made by John Spies to appoint Newt Cunningham and Juston Dobbs to an ad-hoc Committee to review TCOG's By-laws. The motion was seconded by John Roane. The motion carried unanimously.

I. Presidents Report

1. Edwina Lane thanked the board members, staff, and guests for their attendance.

J. Adjourn

Ken Keeler made a motion to adjourn at 6:58p. John Burnett seconded the motion. The motion carried unanimously.

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Department Director 
DATE: February 9, 2024
RE: FY2023 Community Services Block Grant (CSBG) Discretionary Funds

RECOMMENDATION

Approve FY2023 Community Services Block Grant State Discretionary Funds contract #61230004214.

BACKGROUND

Sub-recipient shall utilize funds for direct services to low-income households for the reduction of poverty and the empowerment of families and individuals.

DISCUSSION

The contract provides services to residents of Cooke, Fannin, and Grayson counties. Contract period November 1, 2023 through August 31, 2024. Income eligibility is up to 200% of the Federal Poverty Level.

BUDGET

Contract amount is \$18,965.00.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61230004214
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS
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: DBJNSNAJZCM6

SECTION 1. PARTIES TO THE CONTRACT

This 2023 Community Services Block Grant Program State Discretionary Funds Contract Number 61230004214 ("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 **November 01, 2023**, and, unless earlier terminated, shall end on **August 31, 2024** ("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. The Contract Benchmarks, Performance Statement, and Budget are attached hereto as Exhibits A, B, and C, 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. This Contract is not a research and development contract per 2 CFR §200.322(a)(1)(viii).

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 **\$18,965.00** in accordance with the budget attached hereto as Exhibit C as approved by the Department 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. Subrecipient understands that all the 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 thirty (45) calendar days following termination of this Contract;
 - 5. following termination of the Contract as defined in Subsection A of Section 7 of this contract; or,
 - 6. are not incurred during the Contract Term.
- E. 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.
- F. In consideration of Subrecipient's satisfactory performance of this Contract, the Department shall allocate funds for the specific objective(s) as mutually agreed upon by the Parties, and as reflected in the Addendums and the Exhibits in accordance with the following activities:

1. **Organizational Capacity Improvements:** This Contract may be utilized for the purpose of supporting eligible entities in enhancing their organizational performance. Such efforts may include, but are not limited to, the development of Community needs Assessments and Strategic Plans, addressing staff compensation to attract qualified employees and reduce turnover, providing training for staff to become certified ROMA trainers, and facilitating improvements in equipment, software, or repairs.
2. **Direct Client Assistance:** Alternatively, this Contract may be utilized for the purpose of providing Direct Client Assistance. This includes activities such as aiding eligible clients in obtaining job-associated uniforms and training, covering direct education expenses (e.g., tuition, textbooks, etc.), supporting the cost of transportation to and from work and other essential functions, and addressing specific health care needs.

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 **35.45%**.
- 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. 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. Subrecipient represents and warrants that it will monitor the activities of the subcontractor as necessary to ensure that the subcontractor is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

SECTION 7. TERMINATION AND SUSPENSION

- A. TERMINATION. Pursuant to 10 TAC §§2.202 and 2.203, 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.
- B. SUSPENSION. As per 10 TAC §§2.202 and 2.203, 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.

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 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 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 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 subcontracts. Subrecipient 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. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all 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 Term 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") and include the 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 state 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. 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 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.
- 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 21. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient represents and warrants that it will comply, and assure the compliance of all its subcontractors, 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 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 subcontractors, 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 contract.

H. CYBERSECURITY TRAINING PROGRAM.

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.

- 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 the Department, 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).
- N. NOTIFICATION OF INVESTIGATION. Subrecipient must notify the Department if Subrecipient is under federal or state investigation (by, for example, including, but not limited to, U.S. Department of Health and Human Services, Office of Inspector General and the Office of State Inspector General). Subrecipient must inform the Department in writing of this investigation in accordance with the Notice Provisions in Section 40. Subrecipient must also inform the Department in writing, in accordance with the Notice Provisions in Section 40, of any written requests for information by the State Auditor's office, the Office of the Attorney General, or any other investigative agency, unless otherwise prohibited by law.

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. 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. 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. Subrecipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this grant. If non-federal funds are used by Subrecipient to conduct such lobbying activities, Subrecipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. §1352(b)(5), Subrecipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
- 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 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, 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; EXCLUDED PARTIES

- A. DEBARRED AND SUSPENDED. By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not suspended or debarred from doing business with the state or federal government as listed 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. Subrecipient and its principals are not 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
 5. Exhibit A - Contract Benchmarks

6. Exhibit B - Performance Statement
7. Exhibit C - Budget

SECTION 34. 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 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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) 475-3951
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 41. 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 42. 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 43. 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 44. 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 45. 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 46. 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 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 47. SPECIAL CONDITIONS

[Not applicable.]

EXECUTED to be effective on November 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 61230004214 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS
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 61230004214 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS**

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 61230004214 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS**

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 61230004214 FOR THE
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STATE DISCRETIONARY FUNDS**

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:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61230004214 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS

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EXHIBIT A

CONTRACT BENCHMARKS

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

Contract 25% expended as provided in the Budget by April 30, 2024.

Contract 50% expended as provided in the Budget by June 30, 2024.

Contract 100% expended as provided in the Budget by August 31, 2024, which is when the Contract Term ends.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
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EXHIBIT B

PERFORMANCE STATEMENT

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

Contract Term: **11/01/2023 - 08/31/2024**

Service Area : **COOKE, FANNIN, GRAYSON**

ACTIVITIES DESCRIPTION

Texoma Council of Governments, a political subdivision of the State of Texas ("Subrecipient") agrees to perform the following measurable activities:

1. To provide direct client assistance to low income households.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
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EXHIBIT C


BUDGET

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

Contract Term: 11/01/2023 - 08/31/2024

Contract Type: Original

Budget Category	Category Totals
PERSONNEL	\$ 0.00
FRINGE BENEFITS	\$ 0.00
TRAVEL	\$ 0.00
EQUIPMENT	\$ 0.00
SUPPLIES	\$ 0.00
CONTRACTUAL	\$ 0.00
OTHER	\$ 18,965.00
DIRECT CLIENT SERVICES	\$ 0.00
INDIRECT COSTS	\$ 0.00
TOTAL	\$ 18,965.00

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Department Director 
DATE: February 9, 2024
RE: FY2023 Community Services Block Grant (CSBG) Discretionary Funds

RECOMMENDATION

Approve FY2023 Community Services Block Grant State Discretionary Funds contract #61230004243.

BACKGROUND

Sub-recipient shall utilize funds for administrative services identified in contract.

DISCUSSION

ACTIVITIES DESCRIPTION

Texoma Council of Governments, a nonprofit corporation ("Subrecipient") agrees to perform the following measurable activities:

1. Wrap for Energy Services/CSBG door.
2. Directory for 2nd Floor Lobby.
3. Defibrillator.
4. Contractor to assist with the Community Needs Assessment.

BUDGET

Contract amount is \$6,451.00. Contract period November 1, 2023 through August 31, 2024.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61230004243
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS
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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: DBJNSNAJZCM6

SECTION 1. PARTIES TO THE CONTRACT

This 2023 Community Services Block Grant Program State Discretionary Funds Contract Number 61230004243 ("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 **November 01, 2023**, and, unless earlier terminated, shall end on **August 31, 2024** ("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. The Contract Benchmarks, Performance Statement, and Budget are attached hereto as Exhibits A, B, and C, 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. This Contract is not a research and development contract per 2 CFR §200.322(a)(1)(viii).

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 **\$6,451.00** in accordance with the budget attached hereto as Exhibit C as approved by the Department 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. Subrecipient understands that all the 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 thirty (45) calendar days following termination of this Contract;
 - 5. following termination of the Contract as defined in Subsection A of Section 7 of this contract; or,
 - 6. are not incurred during the Contract Term.
- E. 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.
- F. In consideration of Subrecipient's satisfactory performance of this Contract, the Department shall allocate funds for the specific objective(s) as mutually agreed upon by the Parties, and as reflected in the Addendums and the Exhibits in accordance with the following activities:

1. **Organizational Capacity Improvements:** This Contract may be utilized for the purpose of supporting eligible entities in enhancing their organizational performance. Such efforts may include, but are not limited to, the development of Community needs Assessments and Strategic Plans, addressing staff compensation to attract qualified employees and reduce turnover, providing training for staff to become certified ROMA trainers, and facilitating improvements in equipment, software, or repairs.
2. **Direct Client Assistance:** Alternatively, this Contract may be utilized for the purpose of providing Direct Client Assistance. This includes activities such as aiding eligible clients in obtaining job-associated uniforms and training, covering direct education expenses (e.g., tuition, textbooks, etc.), supporting the cost of transportation to and from work and other essential functions, and addressing specific health care needs.

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 **35.45%**.
- 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. 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. Subrecipient represents and warrants that it will monitor the activities of the subcontractor as necessary to ensure that the subcontractor is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

SECTION 7. TERMINATION AND SUSPENSION

- A. TERMINATION. Pursuant to 10 TAC §§2.202 and 2.203, 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.
- B. SUSPENSION. As per 10 TAC §§2.202 and 2.203, 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.

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 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 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 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 subcontracts. Subrecipient 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. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all 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 Term 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") and include the 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 state 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. 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 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.
- 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 21. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient represents and warrants that it will comply, and assure the compliance of all its subcontractors, 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 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 subcontractors, 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 contract.

H. CYBERSECURITY TRAINING PROGRAM.

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.

- 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 the Department, 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).
- N. NOTIFICATION OF INVESTIGATION. Subrecipient must notify the Department if Subrecipient is under federal or state investigation (by, for example, including, but not limited to, U.S. Department of Health and Human Services, Office of Inspector General and the Office of State Inspector General). Subrecipient must inform the Department in writing of this investigation in accordance with the Notice Provisions in Section 40. Subrecipient must also inform the Department in writing, in accordance with the Notice Provisions in Section 40, of any written requests for information by the State Auditor's office, the Office of the Attorney General, or any other investigative agency, unless otherwise prohibited by law.

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. 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. 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. Subrecipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this grant. If non-federal funds are used by Subrecipient to conduct such lobbying activities, Subrecipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. §1352(b)(5), Subrecipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
- 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 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, 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; EXCLUDED PARTIES

- A. DEBARRED AND SUSPENDED. By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not suspended or debarred from doing business with the state or federal government as listed 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. Subrecipient and its principals are not 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
 5. Exhibit A - Contract Benchmarks

6. Exhibit B - Performance Statement
7. Exhibit C - Budget

SECTION 34. 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 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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) 475-3951
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 41. 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 42. 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 43. 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 44. 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 45. 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 46. 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 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 47. SPECIAL CONDITIONS

[Not applicable.]

EXECUTED to be effective on November 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 61230004243 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS
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 61230004243 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS**

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 61230004243 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS**

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 61230004243 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS**

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:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61230004243 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS

CFDA#93.569

EXHIBIT A

CONTRACT BENCHMARKS

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

Contract 25% expended as provided in the Budget by April 30, 2024.

Contract 50% expended as provided in the Budget by June 30, 2024.

Contract 100% expended as provided in the Budget by August 31, 2024, which is when the Contract Term ends.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61230004243 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS

CFDA#93.569

EXHIBIT B

PERFORMANCE STATEMENT

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

Contract Term: **11/01/2023 - 08/31/2024**

Service Area : **COOKE, FANNIN, GRAYSON**

ACTIVITIES DESCRIPTION

Texoma Council of Governments, a political subdivision of the State of Texas ("Subrecipient") agrees to perform the following measurable activities:

1. Wrap for Energy Services and CSBG Door.
2. Directory for 2nd Floor Lobby.
3. Defilberlater.
4. Contractor to assist in Community Needs Assessment.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61230004243 FOR THE
FY 2023 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
STATE DISCRETIONARY FUNDS

CFDA#93.569

EXHIBIT C


BUDGET

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

Contract Term: 11/01/2023 - 08/31/2024

Contract Type: Original

Budget Category	Category Totals
PERSONNEL	\$ 0.00
FRINGE BENEFITS	\$ 0.00
TRAVEL	\$ 0.00
EQUIPMENT	\$ 0.00
SUPPLIES	\$ 0.00
CONTRACTUAL	\$ 1,351.00
OTHER	\$ 5,100.00
DIRECT CLIENT SERVICES	\$ 0.00
INDIRECT COSTS	\$ 0.00
TOTAL	\$ 6,451.00

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Department Director - 
DATE: February 9, 2024
RE: Texas Association of Community Action Agencies (TACAA) ONCOR Weatherization

RECOMMENDATION

Approve the 2024 contract with TACAA for weatherization to serve ONCOR qualified customers.

BACKGROUND

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

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

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

DISCUSSION

This funding can be leveraged with LIHEAP and DOE funds to achieve the highest impact possible for low-income clients. The contract period is January 1, 2024 to October 31, 2024.

BUDGET

Total budget amount is \$80,000 to be used for Labor, Materials, Program Support, & Administration.

Contract for Services
Between
Texas Association of Community Action Agencies, Inc.
And
TEXOMA COUNCIL OF GOVERNMENTS

Contract Number: TCOG-24-8-66267

Section 1. Parties to Contract

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

Section 2. Contract Period

The Contract shall commence on January 1, 2024 and, unless earlier terminated, shall end on October 31, 2024. The contract may be extended contingent upon the availability of funds from Oncor Electric Delivery Company LLC (ONCOR), satisfactory performance by the Contractor, and mutual agreement between the parties.

Section 3. Purpose

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

Section 4. Scope of Work

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

Section 5. Program Requirements and Responsibilities of Contractor

5.1 Contractor shall:

5.1.1 Determine client eligibility, including:

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

5.1.2 Operate under the standards established in 10 CFR Part 440 and the 2023 TACAA-Oncor Program Manual.

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

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

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

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

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

5.1.8 Report to Agency per Section 9 of the Contract.

5.1.9 Meet federal and state insurance regulations.

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

following measures are allowable and in accordance with the 2023 TACAA-Oncor Program Manual:

- ✓ **Central Heat Pumps** with a minimum with a minimum SEER2 of 14.3, EER of 11.7, minimum HSPF of 7.5, and must replace an Electric Resistance Heat HV AC system.
- ✓ **Ceiling, Wall, and Floor Insulation** (Units with window air conditioning and/or space heating are **not eligible**. Units with gas heat are **not eligible** for floor insulation).
- ✓ **Air Infiltration** (Must adhere to program manual requirements with regard to minimum final ventilation rate Infiltration reduction only eligible if 30% or less; heating are eligible, but discouraged due to low deemed savings). Units with window air conditioning and/or space heating are eligible, but **discouraged** due to low deemed savings.)
- ✓ **Energy Star Refrigerator**
- ✓ **Water Heater Pipe Insulation, Water Heater Jacket(s), Showerheads, and Aerators** (electric water heaters only).
- ✓ **Energy Star Window** (may be installed only in homes with central electric air conditioning and central heating systems).

Section 6. Program Requirements and Responsibilities of Agency

- 6.1 Agency shall provide Contractor up to \$80,000.00 to provide cost effective weatherization measures to Oncor's eligible customers, contingent upon availability of funds from Oncor. If sufficient funds are not available, Agency shall notify Contractor in writing within a reasonable time after such fact is determined. Agency shall then terminate the contract.
- 6.2 Agency shall:
 - 6.2.1 Conduct quality control inspections;
 - 6.2.2 Conduct financial and programmatic monitoring, and,
 - 6.2.3 Report to Oncor deemed energy savings for Program, calculated from dwelling unit information reported by Contractor, as specified in Section 9 of this Contract.

Section 7. Quality Control

- 7.1 Inspections may be done by the Agency and/Oncor at any time, but for Agency to withhold or reduce payments for completed weatherization measures at a dwelling unit, the inspection must be completed within 60 days from the date Agency receives a complete monthly report with all supporting documentation for the dwelling unit.
- 7.2 If quality control checks reveal undelivered services (i.e. services for which the Participant is eligible that are feasible and reasonable in light of conditions at the dwelling unit and

that meet SIR requirements and for which funding is available), Contractor shall return **and provide such services.**

- 7.3 If it is determined in the quality control inspections conducted by Agency or Oncor that an authorized measure installed at a reported dwelling unit is incapable of performing its intended function and/or it will not provide for the length of time prescribed to the savings, then the requested payment for that measure (including the associated administrative fee) will be subtracted from the current or future payments. Contractor will have 60 days from the date it is notified by Agency or Oncor of the deficiency to bring the deficient measure(s) into compliance and resubmit the measure(s) associated with the dwelling unit for consideration.
- 7.4 If Contractor fails to bring the deficient measure(s) into compliance within the 60 day period and the SIR of the dwelling unit falls below 1.0, then the remaining payment for the dwelling unit (including the associated administrative fee) will be subtracted from a current or future payment by that amount.

Section 8 Compensation

- 8.1 Agency will only reimburse Contractor for expenditures required to achieve electrical energy savings. Contractor will not be reimbursed for measures that do not result in electrical energy savings.
- 8.2 Each month, Contractor will report funds expended and projected. Contractor's requests for advances shall be limited to the minimum amount needed to perform the contracted services for a 30-day period and will be paid upon Agency's receipt of Contractor's report showing the performance. Agency reserves the right to use a cost reimbursement method of payment for all funds if (1) Agency determines Contractor has maintained excess cash balances; (2) Agency identifies any deficiency in the Contractor's cash controls or financial management; (3) Agency determines that a cost reimbursement would benefit the program; (4) Agency's funding sources require the use of a cost reimbursement method; or (5) Contractor fails to comply with any of the reporting requirements.
- 8.3 Contractor will be entitled to compensation to materials, labor and program support used by the federally funded WAP Service Provider to install weatherization measures for up to \$7,350 per weatherized Dwelling Unit. Agency may reimburse Contractor for program support costs and up to 9% of the invoice amount for administration. Any reimbursement paid to Contractor for programmatic and administrative needs, even after the expiration of this Contract. The amount paid per Dwelling Unit cap or the calculation of the Whole House SIR. Contractor's program support costs shall be included in calculating the Whole House SIR. Contractor's program support costs shall be included in the calculation of the \$7,350 per Dwelling Unit cap, but shall not be included in calculating the Whole House SIR. At the end of the Contract period, program support costs may not exceed 13% of the total material and labor expenditures.8.4 If it is determined that a reported dwelling unit is ineligible for participation and there are no options available to make it eligible, then that dwelling unit will be excluded from payment.

- 8.5 All funds must be encumbered (work completed and invoiced) during the Contract period in accordance with this Contract. Any unexpended balance at the end of the contract period is forfeited unless the contract period is extended by amendment.

Section 9. Reporting

- 9.1 Beginning February 15, 2024, and through the end of the Contract, Contractor will ensure monthly reports are received by the Agency by the fifteenth (15th) day of each subsequent month. Agency will provide reporting form to Contractor. If no work has been performed, an email stating such will suffice. Otherwise, report will include:
- 9.1.1 A copy of the Audit and Building Weatherization Report for each weatherized dwelling unit;
 - 9.1.2 A report form provided by Agency that includes demographic information, measures installed, and total amounts expended and encumbered by measure, category (materials, labor, and administrative costs) and weatherized unit;
 - 9.1.4 A signed invoice with total amounts expended for materials, labor, program support, and administrative costs, projected expenses, and any advance requested; and
 - 9.1.5 Additional documentation requested as necessary (see *2023 Program Manual* and report form for further details).
- 9.2 Contractor will report to Agency a more detailed ‘pipeline’ report as indicated showing the forecast of expenditures and projects. Reports will be due to Agency on March 31, 2024, July 24, 2024, and September 29, 2024 (if there are any units not yet reported).
- 9.3 By July 24, 2024, Contractor will report to Agency outstanding work, obligated but not reported, with estimated expenses by category (materials, labor, and administrative costs) by unit to be weatherized. Agency will provide reporting form to Contractor. By July 24, 2024, any funds not obligated may be made available for use in another ONCOR program.
- 9.4 Contractor agrees that it will keep accurate records of its expenditure of funds, program performance documentation, and Participant files under this Contract. Files must include a signed Participant release in which allows release of Participant information to Agency and Oncor. (Language in an existing form to this effect will suffice.)
- 9.5 All records required for a program audit and inspection shall be made available at the offices of the Contractor, at all reasonable times, for inspection, audit, or reproduction, until four (4) years following the last calendar day of the project year.
- 9.6 Failure to fulfill reporting requirements may result in withholding of payments.
- 9.7 Reports must be delivered by email to: mark@tacao.org

Section 10. Termination of Contract

- 10.1 Either party upon thirty (30) days written notice may terminate the Contract. Upon receiving notice of termination, Contractor will place no further orders, or enter into further subcontracts for services, materials, or equipment related to the work where possible. In addition, Contractor will delay or terminate all existing orders and subcontracts insofar as those and subcontracts relate to the performance of the work terminated. However, to the extent possible, Agency will allow continued delivery of eligible services to those customers promised services prior to receipt of notice of termination. In the event of termination, Contractor will identify any such customers and notify Agency to negotiate delivery of services to them.
- 10.2 Agency may terminate the Contract without notice if the Contractor's Community Services Block Grant, Comprehensive Energy Assistance Program and/or Weatherization Assistance Program funds are suspended by the authorizing state agency.

Section 11. Recapture of Funds

- 11.1 As a benchmark for measuring performance goals, as of April 30, 2024, if the amount spent or encumbered is less than 30 percent of the Contract total, Agency may, after review with Contractor, reduce the funding of the remaining allocation by up to 30 percent of the total budget.
- 11.2 As a secondary benchmark for measuring performance goals, as of June 30, 2024, if the amount of performance reported to Agency is less than 65 percent of the Contract total, Agency may, after review with Contractor, reduce the funding of the remaining allocation by the amount not spent.

Section 12. Miscellaneous Provisions

- 12.1 **Independent Contractor.** Contractor is not an employee of the Agency, Contractor is an independent contractor. Contractor agrees to comply with all applicable state, federal and local laws.
- 12.2. **Indemnification.** Contractor and Agency, including their respective employees, agents and elected officials, agree that each shall be responsible for its own negligent act or omissions or other tortious conduct in the course of performance of this Contract, without waiving any governmental immunity available to Contractor under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- 12.3 **Immunity.** This Contract is expressly made subject to Contractor's governmental immunity, including without limitation, Title 5 of the Texas Civil practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no

provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Contractor has by operation of law, or otherwise. Nothing in this Contract is intended to benefit any third party beneficiary.

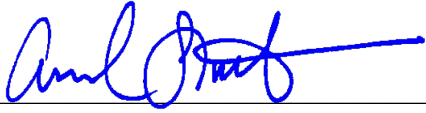
- 12.4 **Contract Renewal and Modification.** Should Questions or disputes develop with respect to matters related to Contract terms, or with respect to contractor activities, be possible the Parties stipulate to the selection of a resolution committee to assist in resolving any issues that cannot be readily resolved through informal means. Should judicial resolution of a disputed matter become necessary, the Parties agree that the forum shall be the courts of Travis county, Texas.
- 12.5 **Severability.** In the event any provision of the contract is held to be void, unlawful, or otherwise unenforceable, that provision will be severed from the remainder of the Contract. The Contract, as so modified, will continue to be in full force and effect.
- 12.6 **Insurance.** Contractor will, at its sole expense, purchase and maintain, during the term of this contract, insurance policies with substantial and sound insurers, having coverages of the types and in the amounts specified in exhibit A, "Insurance Requirements," and submit to Agency certificates of insurance evidencing the coverage required therein, prior to the execution of this Contract. Contractor is required to provided updated Certificates of Insurance to Agency within ten business days after the expiration of each policy/ Contractor will instruct its insurance carrier or insurance agent to deliver these updated certificates of insurance directly to Agency. The requirements set forth in Exhibit A as to types and limits of insurance, as well as intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.
- 12.7 **Publicity.** Information relating to this Contract may be released for publication and/or advertising only with the prior written approval of Agency. Contractor is expressly prohibited from using Oncor's name in any publication, advertising, or promotion without Agency's written approval.
- 12.8 **Binding on Successors.** This Contract will inure to the benefit of and be binding upon the undersigned Parties and entities, and their respective legal representatives, successors and assigns.
- 12.9 **Texas Government Code Ch. 2270 Verification.** Agency's signature on this Contract serves as written verification that Agency does not boycott Israel during the term of the Contract.

Section 13. Entire Contract

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

Section 14. Execution

This Contract is effective when signed by Agency Executive Director.



Amanda Shelton, Executive Director
Texas Association of Community Action Agencies

01/17/2024

Date

Eric Bridges, Executive Director
Texoma Council of Governments

Date

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Miranda Harp, CJ/HS Emergency Planning Program Supervisor *MH*
DATE: 2/15/2024
RE: FY 2024 Homeland Security Grant Project Prioritization, Procurement Procedures, and Memorandum of Understanding

RECOMMENDATION

Approve the FY 2024 Homeland Security Grant Project Prioritization, Procurement Procedures, and Memorandum of Understanding (MOU)

BACKGROUND

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

DISCUSSION

The TCOG HSAC met on January 30, 2024 to approve and prioritize the FY 2024 TCOG Regional Homeland Security Projects. See attached for project and prioritization information.

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

TCOG Policy: 35-02-01

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

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

BUDGET

No budget impact.

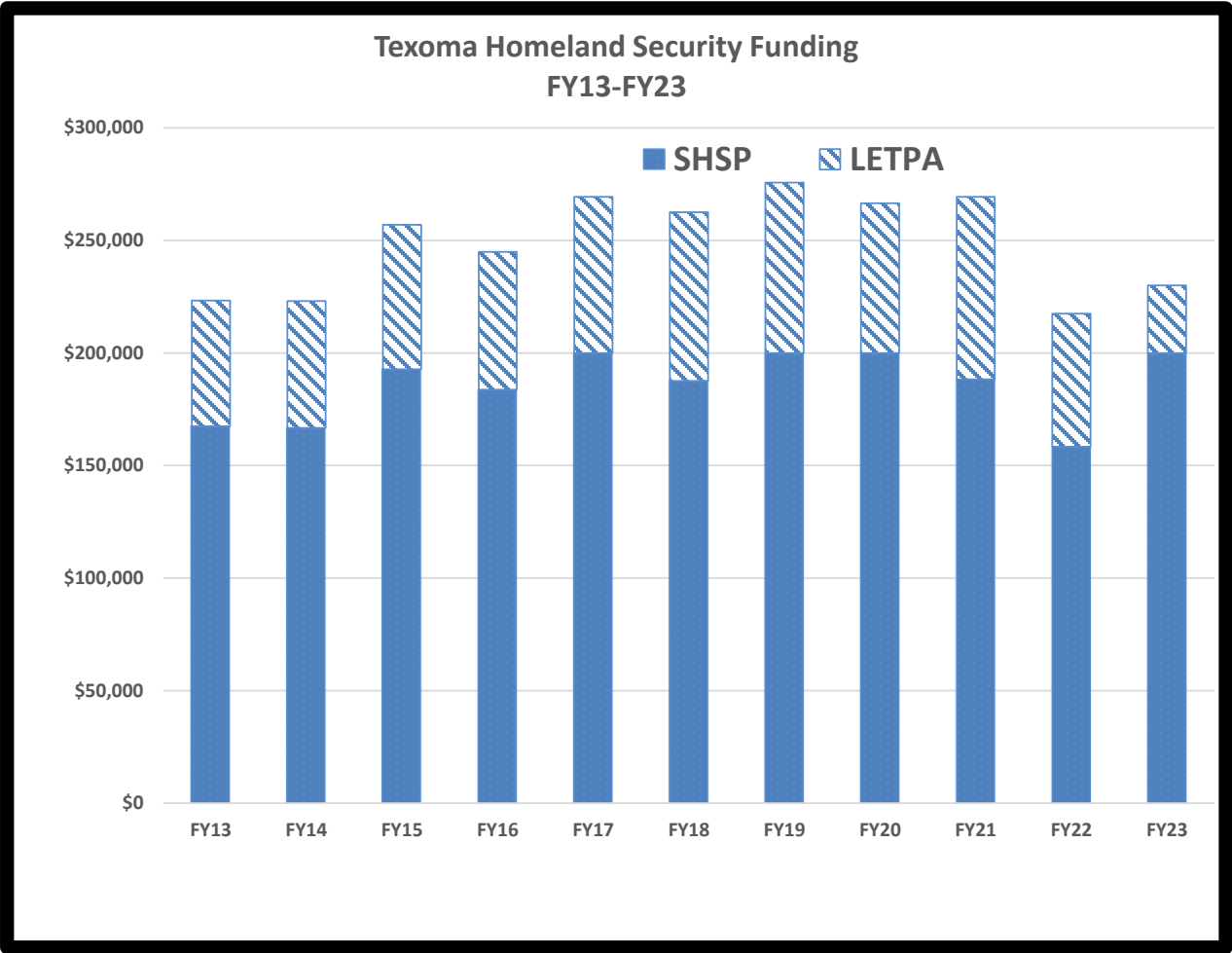
Texoma COG Homeland Security Advisory Committee (HSAC)

FY24 SHSP/LETPA Project Prioritization Ballot

SHSP-State Homeland Security Program

LETPA-Law Enforcement Terrorism Prevention Activities

Project Title	SHSP	LETPA	Investment Category (Priority Area)	HSAC Priority (1-4)
<u>Project A</u> FY24 Texoma Regional SHSP Communications Project	\$79,250.00		Operational Communications	1
<i>Equipment: Portable APX 4000 & 8000 Radios, Communications Upgrade, Mobile Generator</i>				
<u>Project B</u> FY24 Texoma COG LETPA Enhancing the Protection of Soft Targets/Crowded Places Project		\$38,250.00	Interdiction and Disruption (Protection of Soft Targets)	3
<i>Equipment: Ballistic Shields w/lighting, Plate Carriers and Plates, Airbag</i>				
<u>Project C</u> FY24 Texoma COG LETPA Intelligence & Information Sharing Project		\$62,500.00	Intelligence & Information Sharing (Intelligence & Information Sharing)	2
<i>Equipment: ALPR, Hard Drive Wiper, Cloud-Based Evidence Collection, Cameras</i>				
<u>Project D</u> FY24 Texoma 2025 Regional Planning Project	\$50,000.00		Planning & Community Preparedness (Planning)	4
Total Projects	\$129,250.00	\$100,750.00		





Memorandum of Understanding

FY24 HSGP Equipment

Purpose: This agreement is entered into by the Texoma Council of Governments and _____ for the utilization of equipment purchased with the Office of the Governor's (OOG) Homeland Security Grant Division (HSGD) grant funds for the intention and purpose to enhance public safety and security and to protect the Texoma region from acts of terror and other disasters. The purpose of this MOU is to establish an understanding of the responsibility for the use, custody, control, maintenance, disposition and notification of disposition of equipment purchased with Homeland Security funds.

Responsible Party for Equipment: The receiving agency, as evidenced by the signature below, agrees to be the responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:

- a. Inventory control of equipment as specified and in accordance with OOG HSGD Policy and Requirements.
- b. Inventory control of equipment loaned to a non-governmental entity in accordance with OOG HSGD Policy and the Uniform Grant Management Standards.
- c. Maintaining any issued equipment in good working order.
- d. Ensuring the equipment is used only as allowable under the grant and in furtherance of the Emergency Operations Plan.
- e. Ensure that TCOG Public Safety Staff is notified in writing within 30 days when passed-through equipment is disposed of and all documentation necessary for disposition is completed by receiving agency and provided to TCOG.
- f. The jurisdiction is not liable for replacing damaged, destroyed, lost or stolen equipment that is not the result of negligence. Notification and documentation of all damaged, destroyed, lost or stolen equipment must be submitted to the TCOG Public Safety Staff within 30 days.

This MOU must be retained by both the receiving parties and TCOG.

Eric Bridges
Executive Director, Texoma Council of Governments

Date

Authorized Official,
Receiving Agency

Date

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Miranda Harp, CJ/HS Emergency Planning Supervisor *MA*
DATE: 2/15/2024
RE: FY24 Homeland Security Grant Program Resolution

RECOMMENDATION

Approve the FY24 Homeland Security Grant Program Resolution

BACKGROUND

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

DISCUSSION

Per requirements from the Office of the Governor Homeland Security Grant Division, the TCOG Board prior to grant award must execute the attached Resolution. This resolution designates TCOG's Executive Director as the authorized official for any FY24 Homeland Security Grants Division awarded projects.

WHEREAS, The Texoma Council of Governments finds it in the best interest of the citizens of Cooke, Fannin, and Grayson Counties that the TCOG FY2024 SHSP Communications Project, SHSP Protection of Enhanced Protection of Soft Targets & Crowded Places Project, LETPA Intelligence and Information Sharing Project, and the 2024 Regional Planning Project be applied for an operated if awarded; and

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

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

NOW THEREFORE, BE IT RESOLVED that The Texoma Council of Governments approves submission of the above listed grant applications for the FY2024 to the Office of the Governor.

Signed by:

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: #2969010, 3124108, 4298904, & 5062201

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Miranda Harp, Criminal Justice and Emergency Planning Program Supervisor *MH*
DATE: 2/15/2024
RE: TCOG Homeland Security Advisory Committee By-Laws

RECOMMENDATION

Approve the recommended by-law changes for the TCOG Homeland Security Advisory Committee (HSAC)

BACKGROUND

TCOG staff and the TCOG Homeland Security Advisory Committee facilitate and execute the Homeland Security Funding Process with the Texas Office of the Governor (OOG), Homeland Security Grant Division (HSGD). This process includes stakeholders from the counties of Cooke, Fannin, and Grayson. Using state priority guidance, the TCOG HSAC plans and prioritizes projects for the Texoma region. Department of Homeland Security Funding includes the following funding streams: State Homeland Security Program (General use), Law Enforcement & Terrorism Prevention Activities (LETPA).

The TCOG Homeland Security Advisory Committee (HSAC) membership is made up of the three county judges in our region, the mayors of Bonham, Denison, Gainesville, and Sherman, and the emergency management coordinators from these seven jurisdictions. Committee activities and actions are conducted pursuant to published by-laws.

DISCUSSION

The TCOG HSAC met on January 30, 2024 and voted to recommended changes to the bylaws for ACTICLE VI. The change adds the verbage "In the event a HSAC member is unable to attend a meeting, the member may send a proxy who assumes all the voting rights and responsibilities of the member. A HSAC member is allowed to have one proxy per annual calendar year. Proxy voting shall be allowed only if the proxy is in writing and submitted to TCOG staff in advance of the meeting.

BUDGET

No budget impact.

**TEXOMA COUNCIL OF GOVERNMENTS
HOMELAND SECURITY ADVISORY
COMMITTEE BYLAWS**
Adopted by HSAC: October 7, 2021
Approved by TCOG Board: October 21, 2022

ARTICLE I
NAME

The name of this body shall be the Texoma Council of Governments Homeland Security Advisory Committee (“HSAC”).

ARTICLE II
AUTHORITY

The Homeland Security Advisory Committee is created by the Texoma Council of Governments [“TCOG”].

ARTICLE III
ACTIVITIES

The primary function of the HSAC is to provide planning and project funding guidance to the TCOG Governing Body as needed on homeland security matters.

ARTICLE IV
MEMBERSHIP

The membership of the HSAC shall be composed of the Emergency Management Directors and Emergency Management Coordinators as defined under the Texas Disaster Act (Government Code Chapter 418) of Cooke, Fannin and Grayson Counties and the Cities of Bonham, Denison, Gainesville and Sherman. Members who fail to meet the definition of an Emergency Management Director or Emergency Management Coordinator shall immediately lose their Membership.

TCOG Criminal Justice & Emergency Planning Coordinators shall serve as ex-officio Members and provide staff support.

The HSAC shall request the TCOG Governing Body to appoint a liaison from the members of the Governing Body to serve as an ex-officio member of the HSAC to facilitate communications between the entities.

Officers of the HSAC shall consist of a Chairperson and a Vice-Chairperson.

1. Officers will be elected by the Members and will serve for a two (2) year period. Elections for Chairperson and Vice-Chairperson will take place every two years at a regularly scheduled HSAC meeting held in fall provided that a quorum of the membership is present.
2. Officers so elected must be approved by the TCOG Governing Body before assuming office.
3. No person can be appointed as Chair or Vice-Chair for more than two consecutive terms.
4. Officers shall begin their term of office on January 1.
5. The first election of officers shall take place in Fall of 2004. An Interim Chair shall be chosen by the Members at their first meeting and shall serve until the first duly elected Chair has been approved for office by the TCOG Governing Body.

The following constitute the duties of HSAC officers:

1. The Chairperson shall:
 - a. Preside at all meetings of the HSAC;
 - b. Call meetings of the HSAC;
 - c. Appoint persons to complete terms of Members who leave the HSAC before their term of office is completed; and,
 - d. Create temporary sub-committees as the need arises to perform specific tasks related to the business of the HSAC.
2. The Vice-Chairperson shall, during the absence or incapacity of the Chairperson, act as Chairperson of the HSAC, and when so acting, shall have all the duties, responsibilities, powers, and privileges of the Chairperson.

ARTICLE V

GRANT APPLICATION/REVIEW

The following policies and procedures are established for the purpose of defining the rules and regulations that will govern the application process in all funding streams controlled by the Office of the Governor's Homeland Security Grant Division (HSGD) as outlined in the Interagency Agreement by and between HSGD and TCOG as it relates to the TCOG/HSAC.

- A. Eligibility.

Applicants shall follow posted OOG-HSGD Request for Applications, TCOG HSAC Policies and the Texoma Risk-Informed Methodology to determine eligibility.
- B. Training.
 1. Applicants for HSGD funding in the Texoma Region are required to attend a mandatory grant application or grant administration workshop on an annual basis. Applicants are required to present a synopsis of the project and be available to answer questions at the HSAC application prioritization meeting.

Exception:
If attendance at the regularly scheduled workshop/meeting is not possible for an applicant, the applicant must contact the TCOG Public Safety Program Manager prior to the workshop/meeting to secure the required training in another manner.
- C. Pre-Application.
 1. TCOG shall notify current grantees and other requestors in the region of the availability of current HSGD grant applications.
 2. TCOG shall inform current grantees and other requestors of the availability of relevant TCOG policies and bylaws, and shall provide such policies and bylaws to current grantees and requestors upon request.
- D. Review Process.
 1. All HSGD applications received in the Texoma Region will be prioritized by the HSAC according as related to Homeland Security issues and needs within the region.
 2. All recommendations of the HSAC will be reviewed by the TCOG Governing Body. If the Governing Body approves the recommendation of the HSAC, the TCOG Governing Body will make recommendation to HSGD for funding.
- E. Notification
 1. All grant applicants shall be notified by email within ten working days of the prioritization meeting of the rank for their grant application and the final rankings for all applications reviewed at the HSAC meeting.

ARTICLE VI
VOTING RIGHTS/CONFLICT OF INTEREST

Each Member, but not ex-officio Members, shall have one vote on business coming before the HSAC. **In the event a HSAC member is unable to attend a meeting, the member may send a proxy who assumes all the voting rights and responsibilities of the member. A HSAC member is allowed to have one proxy per annual calendar year. Proxy voting shall be allowed only if the proxy is in writing and submitted to TCOG staff in advance of the meeting.**

1. HSAC member must abstain from scoring and voting on any grant application, other than a grant application submitted by a COG, during the prioritization process if the member or an individual related to the member within the third degree by consanguinity or within the second degree by affinity;
2. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;
3. Serves on any governing board that oversees the unit or division that would administer the grant, if awarded;
4. Owns or controls any interest in a business entity or other non-governmental organization that benefits, directly or indirectly, from activities with the applicant agency; or
5. Receives any funds, or a substantial amount of tangible goods or routine services, from the applicant agency as a result of the grant, if awarded.

If any applicant, HSAC member, COG personnel or other individual has reason to believe that favoritism or inappropriate actions were displayed during the scoring or prioritization of HSGD projects, the COG shall ensure that the concerns are shared with HSGD as soon as possible.

ARTICLE VII
MEETINGS

The HSAC shall meet as often as necessary to accomplish HSAC business, as determined by the Chairperson. Any Member may create an agenda item by directing a TCOG Criminal Justice & Emergency Planning Coordinator to add the item to the next HSAC agenda. A quorum of one half of the Members, not including ex-officio Members, shall be present in order for the HSAC to conduct business. A hybrid meeting option will be offered in compliance with the TX Open Meetings Act.

ARTICLE VIII
GENERAL PROVISIONS

All meetings of the HSAC will be conducted in accordance with the provisions of the Texas Government Code, Chapter 551, and Texas Open Meetings Act, as modified by the provisions of the Texas Government Code, Chapter 418, Emergency Management. The Chair shall determine when the provisions of Chapter 418 shall apply.

ARTICLE IX
BYLAW CHANGE PROCEDURE

These Bylaws can be changed by an affirmative vote of eight (8) members of the current HSAC upon two weeks' notice of the proposed changes. All amendments must be approved by TCOG Governing Body prior to taking effect.



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: Harry Hickey, Finance Director
THRU: Eric M. Bridges, Executive Director *EMB*
DATE: February 15, 2024
RE: FYE 2024 Cost Pool Report and Financial Statements

RECOMMENDATION

Review and accept TCOG's FYE 2024 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 Costs for FYE 4/30/2024 and status report depicting fiscal year budget with fiscal year to date expense and budget balance; a Balance Sheet; a Statement of Revenues and Expenditures; and a status report of our General Funds depicting fiscal year budget with fiscal year to date expense and budget balance.

better leaders building better lives™

100 - General - 33.3%
 10 - Finance and Administration
 10000 - Indirect Pool
 12/01/2023 - 12/31/2023

	Current Month				% of Budget
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
REVENUE					
Mortgage					
Interest Income	\$ -	\$ 78.95	\$ 2,532.15	\$ 2,532.15	0.00%
Total INDIRECT SALARY	\$ -	\$ 78.95	\$ 2,532.15	\$ 2,532.15	0.00%
INDIRECT SALARY					
Indirect Salary					
Salaries	\$ 375,152.00	\$ 52,025.67	\$ 232,635.21	\$ 142,516.79	37.99%
FICA/Medicare	\$ 28,699.12	\$ 4,009.37	\$ 17,963.28	\$ 10,735.84	37.41%
Unemployment Insurance	\$ 41.19	\$ 6.73	\$ 9.00	\$ 32.19	78.15%
Workers Compensation	\$ 1,457.91	\$ 212.67	\$ 952.99	\$ 504.92	34.63%
Insurance Health HDHP	\$ 15,848.65	\$ 1,158.99	\$ 6,567.61	\$ 9,281.04	58.56%
Insurance Health Copay Medical	\$ 24,820.12	\$ 3,600.90	\$ 20,405.10	\$ 4,415.02	17.79%
Dental	\$ 1,464.25	\$ 147.60	\$ 836.40	\$ 627.85	42.88%
Health Savings Account	\$ 2,028.18	\$ 142.86	\$ 809.54	\$ 1,218.64	60.09%
Health Reimbursement Account	\$ 2,784.24	\$ 304.65	\$ 1,726.35	\$ 1,057.89	38.00%
Life Insurance	\$ 277.36	\$ 33.24	\$ 188.36	\$ 89.00	32.09%
Fraud Hotline	\$ 51.60	\$ -	\$ -	\$ 51.60	100.00%
Retirement	\$ 26,194.16	\$ (9,682.87)	\$ 2,770.41	\$ 23,423.75	89.42%
FSA Admin Fee	\$ -	\$ 9.90	\$ 56.10	\$ (56.10)	0.00%
HSA Admin Fee		\$ 6.30	\$ 35.70	\$ (35.70)	0.00%
HRA Admin Fee	\$ -	\$ 16.65	\$ 94.35	\$ (94.35)	0.00%
COBRA Admin Fee	\$ -	\$ 5.40	\$ 30.60	\$ (30.60)	0.00%
Total INDIRECT SALARY	\$ 478,818.78	\$ 51,998.06	\$ 285,081.00	\$ 193,737.78	40.46%
CONTRACTED SERVICES					
Janitorial	\$ 15,279.00	\$ 1,274.21	\$ 10,193.68	\$ 5,085.32	33.28%
Lawn Service	\$ 3,354.00	\$ 279.72	\$ 2,237.76	\$ 1,116.24	33.28%
Pest Control	\$ 1,680.00	\$ 420.00	\$ 1,260.00	\$ 420.00	25.00%
Total CONTRACTED SERVICES	\$ 20,313.00	\$ 1,973.93	\$ 13,691.44	\$ 6,621.56	32.60%
PROFESSIONAL SERVICES					
Audit	\$ 40,780.00	\$ -	\$ 43,780.00	\$ (3,000.00)	(7.36)%
Financial Consultant	\$ 23,000.00	\$ 6,555.00	\$ 21,113.75	\$ 1,886.25	8.20%
Legal	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%
Other	\$ -	\$ -	\$ -	\$ -	0.00%
Total PROFESSIONAL SERVICES	\$ 68,780.00	\$ 6,555.00	\$ 64,893.75	\$ 3,886.25	5.65%
UTILITIES					
Electric	\$ 57,708.00	\$ 3,390.88	\$ 31,730.11	\$ 25,977.89	45.02%
Natural Gas	\$ 29,033.00	\$ 2,203.71	\$ 4,771.99	\$ 24,261.01	83.56%
Sanitation	\$ 2,000.00	\$ 149.86	\$ 1,198.88	\$ 801.12	40.06%
Water	\$ 3,500.00	\$ 311.33	\$ 2,529.37	\$ 970.63	27.73%
Total UTILITIES	\$ 92,241.00	\$ 6,055.78	\$ 40,230.35	\$ 52,010.65	56.39%
OTHER					
Advertising	\$ 1,000.00	\$ -	\$ 1,137.96	\$ (137.96)	(13.80)%
Copier Expense	\$ 2,500.00	\$ 110.60	\$ 1,166.40	\$ 1,333.60	53.34%
Depreciation	\$ 114,627.00	\$ 9,552.25	\$ 76,418.00	\$ 38,209.00	33.33%
Dues/Subscriptions	\$ 12,000.00	\$ 3,250.00	\$ 4,441.25	\$ 7,558.75	62.99%
Insurance	\$ 9,000.00	\$ -	\$ 11,504.61	\$ (2,504.61)	(27.83)%
Page 88					

	Current Month			% of Budget	
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
Postage	\$ 1,000.00	\$ -	\$ 166.50	\$ 833.50	83.35%
Printed Material	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
Supplies	\$ 9,000.00	\$ 869.97	\$ 9,382.93	\$ (382.93)	(4.25)%
Telephone	\$ 2,500.00	\$ 190.58	\$ 1,033.13	\$ 1,466.87	58.67%
Travel	\$ 8,500.00	\$ 69.48	\$ 3,013.41	\$ 5,486.59	64.55%
Building Maintenance	\$ 50,400.00	\$ 802.45	\$ 45,202.69	\$ 5,197.31	10.31%
Elevator Maintenance	\$ -	\$ 590.95	\$ 4,730.85	\$ (4,730.85)	0.00%
HVAC Interest	\$ 35,251.00	\$ -	\$ -	\$ 35,251.00	100.00%
HVAC Principle	\$ 12,153.00	\$ -		\$ 12,153.00	100.00%
Training & Travel	\$ 8,400.00	\$ 969.24	\$ 5,492.36	\$ 2,907.64	34.61%
Total OTHER	\$ 266,831.00	\$ 16,405.52	\$ 163,690.09	\$ 103,140.91	38.65%
Total INDIRECT	\$ 926,983.78	\$ 82,988.29	\$ 567,586.63	\$ 359,397.15	38.77%
YTD Budget			\$ 617,989.19		
REIMBURSEMENT					
Allocation Indirect Expense	\$ 926,983.78	\$ 109,920.36	\$ 608,333.48	\$ 318,650.30	34.37%
Total REIMBURSEMENT	\$ 926,983.78	\$ 109,920.36	\$ 608,333.48	\$ 318,650.30	34.37%
YTD Budget			\$ 617,989.19		
CENTRAL IT					
IT-Voice & Data Service	\$ 13,200.00	\$ 998.52	\$ 8,043.38	\$ 5,156.62	39.07%
IT-Hardware	\$ 1,500.00	\$ -	\$ 3,647.09	\$ (2,147.09)	(143.14)%
Network Professional Services	\$ 69,304.00	\$ 5,670.35	\$ 46,268.81	\$ 23,035.19	33.24%
Software-Licensing-Maint	\$ 20,368.00	\$ -	\$ 10,225.71	\$ 10,142.29	49.80%
Total EXPENSES	\$ 104,372.00	\$ 6,668.87	\$ 68,184.99	\$ 36,187.01	34.67%
YTD Budget			\$ 69,581.33		
REIMBURSEMENT					
Allocation CIT Expense	\$ 104,372.00	\$ 11,174.99	\$ 64,793.45	\$ 39,578.55	37.92%
Total REIMBURSEMENT	\$ 104,372.00	\$ 11,174.99	\$ 64,793.45	\$ 39,578.55	37.92%
YTD Budget			\$ 69,581.33		

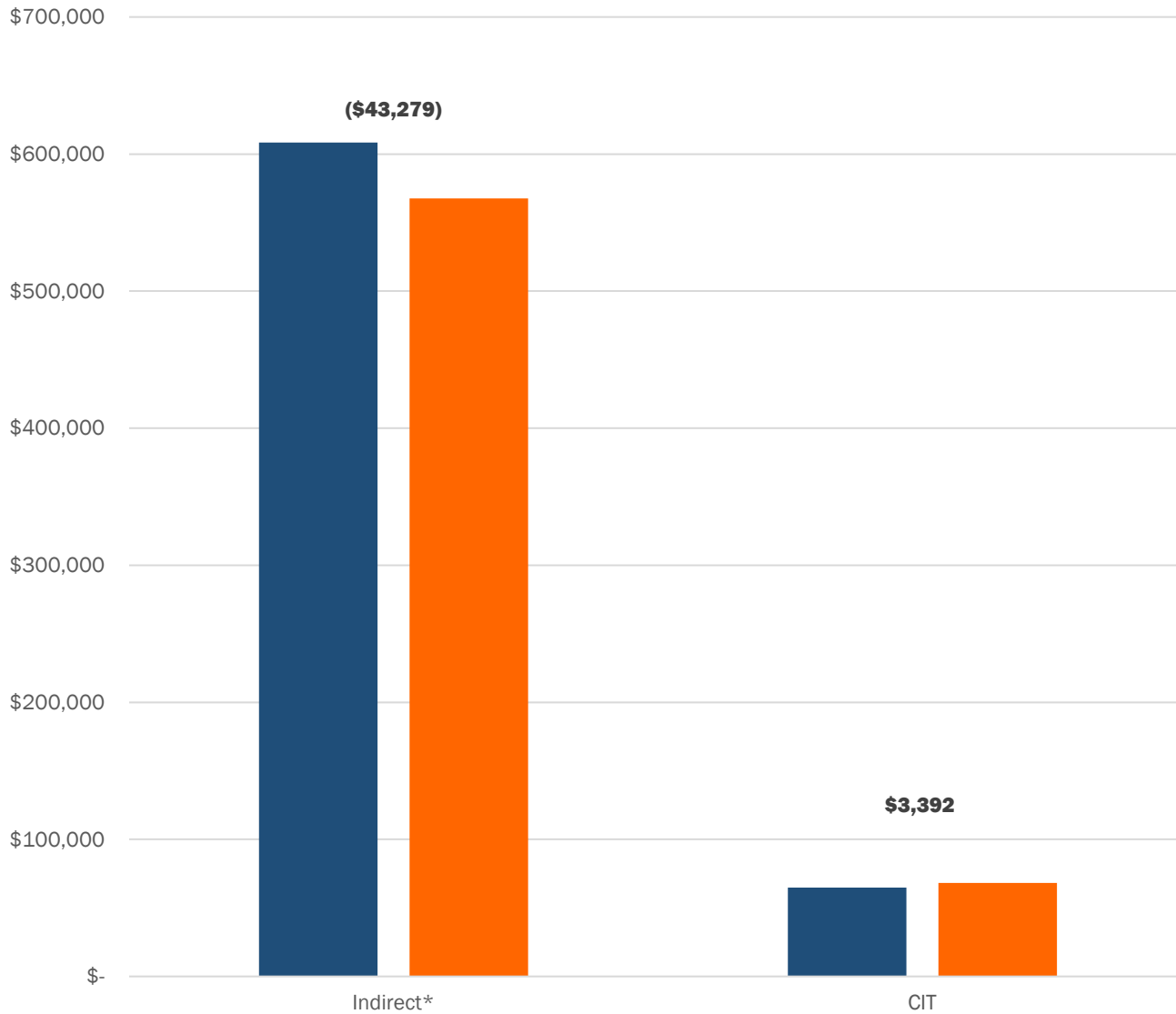
FYE 2024 YTD Indirect and CIT Budgets

	FY 2024 Approved Budget	YTD Allocations Thru December 2023	YTD Expenditures Thru December 2023	Budget Balance	% of Budget Remaining	Under/(Over)
Indirect*	\$ 926,984	\$ 608,333	\$ 567,587	\$ 359,397	38.77%	\$ (43,279)
CIT	104,372	64,793	68,185	36,187	34.67%	3,392
Total	\$ 1,031,356	\$ 673,127	\$ 635,772	\$ 395,584	38.36%	\$ (39,887)

Expenses vs. Allocations

■ YTD Allocations
Thru December 2023

■ YTD Expenditures
Thru December 2023



*Includes Year-to-Date Depreciation Expense Estimate

Texoma Council of Governments
Financial Information
Balance Sheet for the Fiscal Years Ended: 2024

	Prior Year	Prior Month <i>Not</i>	Year-to-Date		Current Month Not	
	12/31/2022)	Reconciled to Audit	Change (\$)	Change (%)	Reconciled	Notes
	12/31/2022)	12/31/2023			(01/31/2024)	
ASSETS						
Current Assets						
Cash in Bank General	290,666.00	128,927.00	(161,739.00)	-55.64%	(726,632.00)	
Cash in Bank TCEQ	2,000.00	10,800.00	8,800.00	440.00%	10,800.00	
Cash in Bank Local	156,400.00	112,612.00	(43,788.00)	-28.00%	112,612.00	
Cash in Bank 911	7,386.00	248,352.00	240,966.00	3262.47%	248,352.00	
Cash in Bank FSS	104,033.00	147,281.00	43,248.00	41.57%	147,281.00	
Cash in Bank Section 8	679,260.00	846,692.00	167,432.00	24.65%	244,508.00	
Cash in Bank FSS Forfeiture	15,714.00	27,980.00	12,266.00	78.06%	27,980.00	
Texpool Investment Acct	217,509.00	20,701.00	(196,808.00)	-90.48%	20,701.00	
Accounts Receivable	1,597,406.00	1,026,780.00	(570,626.00)	-35.72%	58,264.00	
Travel Advance	224.00	160.00	(64.00)	-28.57%	320.00	
Prepaid Items	259,742.00	265,092.00	5,350.00	2.06%	272,404.00	
Due From	2,658,582.00	2,320,763.00	(337,819.00)	-12.71%	2,320,763.00	
Other Assets	<u>28,464.00</u>	<u>65,510.00</u>	<u>37,046.00</u>	<u>130.15%</u>	<u>65,510.00</u>	
Total Current Assets	<u>6,017,386.00</u>	<u>5,221,650.00</u>	<u>(795,736.00)</u>	<u>-13.22%</u>	<u>2,802,863.00</u>	
Fixed Assets						
Building & Improvements	2,863,110.00	3,671,309.00	808,199.00	28.23%	3,671,309.00	
Furniture, Vehicles & Other	3,712,441.00	3,712,441.00	0.00	0.00%	3,712,441.00	
Accumulated Depreciation	<u>(3,962,796.00)</u>	<u>(4,188,567.00)</u>	<u>(225,771.00)</u>	<u>5.70%</u>	<u>(4,188,567.00)</u>	
Total Fixed Assets	<u>2,612,755.00</u>	<u>3,195,183.00</u>	<u>582,428.00</u>	<u>22.29%</u>	<u>3,195,183.00</u>	
Total ASSETS	<u>8,630,141.00</u>	<u>8,416,833.00</u>	<u>(213,308.00)</u>	<u>-2.47%</u>	<u>5,998,046.00</u>	
LIABILITIES						
Accounts Payable	1,011,578.00	488,852.00	(522,726.00)	-51.67%	75,487.00	
Payroll Liability	(19,023.00)	(25,945.00)	(6,922.00)	36.39%	(80,241.00)	
FSS Escrow Liability	110,479.00	157,626.00	47,147.00	42.68%	157,626.00	
Due To	3,181,871.00	2,320,763.00	(861,108.00)	-27.06%	2,320,763.00	
Deferred Local Revenue	291,271.00	297,018.00	5,747.00	1.97%	297,018.00	
Accrued Compensated Absences	114,347.00	108,007.00	(6,340.00)	-5.54%	108,007.00	
ACC Payroll	111.00	111.00	0.00	0.00%	111.00	
Long Term Debt Building Payable	<u>349,964.00</u>	<u>349,964.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>349,964.00</u>	
Total LIABILITIES	<u>5,040,598.00</u>	<u>3,696,396.00</u>	<u>(1,344,202.00)</u>	<u>-26.67%</u>	<u>3,228,735.00</u>	
Fund Balance	<u>3,589,543.00</u>	<u>4,720,437.00</u>	<u>1,130,894.00</u>	<u>31.51%</u>	<u>2,769,311.00</u>	
Total Liabilities & Fund Balance	<u>8,630,141.00</u>	<u>8,416,833.00</u>	<u>(213,308.00)</u>	<u>-2.47%</u>	<u>5,998,046.00</u>	

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Texoma Council of Governments

Financial Information

Statement of Revenue and Expenditures for the Fiscal and Month-to-Date Periods

	Prior Year Thru 12/31/2022	Current Year Thru 12/31/2023	Change (\$)	Change (%)	Current Year Not Reconciled (01/31/24)	Notes
OPERATION REVENUE						
Grant Revenue	14,527,865.65	14,121,651.30	(406,214.35)	-2.80%	15,540,267.30	No ARPA funds
Program Revenue ¹	1,519,716.34	1,157,919.37	(361,796.97)	-23.81%	1,172,894.32	
Investment Income	3,348.43	3,099.71	(248.72)	-7.43%	3,099.71	
<u>Total OPERATING REVENUE</u>	<u>16,050,930.42</u>	<u>15,282,670.38</u>	<u>(768,260.04)</u>	<u>-4.79%</u>	<u>16,716,261.33</u>	
Total Revenue	16,050,930.42	15,282,670.38	(768,260.04)	-4.79%	16,716,261.33	
EXPENDITURES						
Personnel Expenses	1,964,209.04	2,186,499.45	222,290.41	11.32%	2,451,109.12	
Program Expenses	363,149.53	403,110.97	39,961.44	11.00%	422,266.99	
Direct Services	12,437,642.26	10,644,438.86	(1,793,203.40)	-14.42%	11,757,064.49	No ARPA funds
Professional Fees	83,170.00	64,893.75	(18,276.25)	-21.97%	64,893.75	
Interest Expense	10,673.60	7,740.71	(2,932.89)	-27.48%	8,567.44	
Occupancy	649,929.63	253,046.20	(396,883.43)	-61.07%	276,073.72	
Conferences, Conventions, & Meetings	80,229.39	103,132.12	22,902.73	28.55%	110,534.53	
Printing & Publications	57,450.37	49,212.93	(8,237.44)	-14.34%	57,513.53	
Dues & Subscriptions	7,500.54	12,433.85	4,933.31	65.77%	12,005.10	
Operations	49,990.77	80,503.41	30,512.64	61.04%	85,889.41	
Equipment	0.00	529,042.49	529,042.49	0.00%	529,042.49	Boilers \$142,300 and PSAP Equip \$412,000
<u>Total EXPENDITURES</u>	<u>15,703,945.13</u>	<u>14,334,054.74</u>	<u>(1,369,890.39)</u>	<u>-8.72%</u>	<u>15,774,960.57</u>	
Net Revenue Over Expenditures	346,985.29	948,615.64	601,630.35	173.39%	941,300.76	
Depreciation	76,443.00	114,627.00	38,184.00	49.95%	114,627.00	
	<u>270,542.29</u>	<u>833,988.64</u>	<u>563,446.35</u>	<u>123.44%</u>	<u>826,673.76</u>	

¹ All sources of Local Revenue, Inkind Match

Texoma Council of Governments
Statement of Revenues and Expenditures - Unposted Transactions Included In Report

100 - General
From 12/1/2023 Through 12/31/2023

		Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
	REVENUE				
4020	Local Revenue	234,927.00	24,452.68	362,596.53	127,669.53
4040	Interest Income	12.00	15.92	494.49	482.49
	Total REVENUE	234,939.00	24,468.60	363,091.02	128,152.02
	REIMBURSEMENT				
9050	Copy Center Reimbursement	26,400.00	995.65	14,035.45	(12,364.55)
	Total REIMBURSEMENT	26,400.00	995.65	14,035.45	(12,364.55)
	TOTAL REVENUE	261,339.00	25,464.25	377,126.47	115,787.47
	INDIRECT SALARY				
5000	Salaries	26,013.21	5,287.43	33,290.55	(7,277.34)
5010	Salary Longevity	0.00	0.68	68.19	(68.19)
5090	FICA/Medicare	1,980.50	397.81	2,513.71	(533.21)
5100	Unemployment Insurance	62.68	0.00	0.00	62.68
5110	Workers Compensation	106.60	21.67	136.69	(30.09)
5115	Insurance Health	453.57	28.66	743.02	(289.45)
5116	Insurance Health CoPay Medical	3,786.18	784.47	4,557.42	(771.24)
5120	Dental	35.21	25.01	141.01	(105.80)
5200	Insurance Health Savings Account	55.91	3.54	91.60	(35.69)
5201	Insurance Heath Reimbursement Account	224.80	66.37	385.58	(160.78)
5210	Insurance Life	95.51	5.63	36.87	58.64
5231	Fraud Hotline	2.78	0.00	0.00	2.78
5240	Retirement	1,818.11	370.13	2,331.11	(513.00)
5910	Indirect G&A	10,799.32	2,480.13	15,713.91	(4,914.59)
5943	HSA Admin	2.47	0.16	4.07	(1.60)
5944	HRA Admin	17.47	3.63	21.06	(3.59)
5945	Cobra Admin	4.81	0.92	6.02	(1.21)
	Total INDIRECT SALARY	45,459.13	9,476.24	60,040.81	(14,581.68)
	CONTRACTED SERVICES				
6130	Contracted Services	3,886.00	375.99	2,607.92	1,278.08

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Texoma Council of Governments
Statement of Revenues and Expenditures - Unposted Transactions Included In Report

100 - General
From 12/1/2023 Through 12/31/2023

		Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
	Total CONTRACTED SERVICES	<u>3,886.00</u>	<u>375.99</u>	<u>2,607.92</u>	<u>1,278.08</u>
	UTILITIES				
6625	Utilities	<u>17,343.00</u>	<u>1,153.48</u>	<u>7,662.86</u>	<u>9,680.14</u>
	Total UTILITIES	<u>17,343.00</u>	<u>1,153.48</u>	<u>7,662.86</u>	<u>9,680.14</u>
	OTHER				
6083	Cash Match	43,333.00	15,000.00	43,333.00	0.00
6135	Copier Expense	22,440.00	1,869.70	14,957.60	7,482.40
6160	Dues/Subscriptions	250.00	0.00	0.00	250.00
6200	Equipment	3,000.00	0.00	2,679.35	320.65
6307	Insurance	1,800.00	0.00	2,191.37	(391.37)
6314	IT Direct Bill	5,000.00	366.63	3,205.64	1,794.36
6325	Maintenance	20,600.00	265.42	21,469.08	(869.08)
6335	Miscellaneous Expense	0.00	0.00	328.11	(328.11)
6450	Property Tax	16,500.00	13,683.82	13,683.82	2,816.18
6505	Refund to Agency	0.00	0.00	1,507.20	(1,507.20)
6530	Service & Recognition Awards	2,500.00	0.00	950.23	1,549.77
6570	Supplies	1,225.00	180.31	2,894.99	(1,669.99)
6590	Telephone-Internet	278.00	45.75	355.06	(77.06)
6595	Training	3,000.00	0.00	(729.94)	3,729.94
6614	Travel	3,800.00	(153.98)	1,204.13	2,595.87
7000	Equipment	0.00	5,669.59	5,669.59	(5,669.59)
7001	Equipment Maintenance	20,000.00	0.00	143,200.00	(123,200.00)
8500	Interest Expense	12,966.00	834.15	7,740.71	5,225.29
8510	Principle Payments	44,499.00	8,183.19	64,398.01	(19,899.01)
	Total OTHER	<u>201,191.00</u>	<u>45,944.58</u>	<u>329,037.95</u>	<u>(127,846.95)</u>
	TOTAL EXPENSES	<u>267,879.13</u>	<u>56,950.29</u>	<u>399,349.54</u>	<u>(131,470.41)</u>
	NET INCOME/LOSS	<u>(6,540.13)</u>	<u>(31,486.04)</u>	<u>(22,223.07)</u>	<u>(15,682.94)</u>

STATUS AS OF: DECEMBER 2023

CFDA	PROGRAM	Federal Revenue	State Revenue	Local Revenue	In-Kind	Total Cash Revenue	Performance Period		Period Length (Months)	Months into Period	\$ Expended (Target)	% Expended (Target)	\$ Expended (Actual)	% Expended (Actual)	\$ Remaining for Expenditure	% Difference (Actual / Target)	Notes
14.871	SECTION 8	\$ 6,996,145				\$ 6,996,145	1/1/2023	12/31/2023	12	12	\$ 6,996,145	100.00%	\$ 7,109,409	101.62%	\$ (113,263.80)	1.62%	SPENDING RESERVES
93.791	ADRC	\$ 20,810	\$ 75,673	\$ 11,150		\$ 107,633	9/1/2023	8/31/2024	12	4	\$ 35,878	33.33%	\$ 48,488	45.05%	\$ 59,145.42	11.72%	
MULT.	211 TIRN	\$ 215,058	\$ 208,984			\$ 424,042	9/1/2023	8/31/2024	12	4	\$ 141,347	33.33%	\$ 136,732	32.24%	\$ 287,309.62	-1.09%	END OF GRANT TOTALLY EXPENDED
93.568	CEAP	\$ 5,311,939				\$ 5,311,939	1/1/2023	12/31/2023	12	12	\$ 5,311,939	100.00%	\$ 5,311,939	100.00%	\$ -	0.00%	END OF CONTRACT
93.568	CEAP SUPPLEMENTAL	\$ 1,299,412				\$ 1,299,412	1/1/2023	3/31/2024	15	12	\$ 1,039,530	80.00%	\$ 656,939	50.56%	\$ 642,472.70	-29.44%	EXTENDED TO 3/31/2024
93.569	CSBG	\$ 252,248				\$ 252,248	1/1/2023	3/31/2024	15	12	\$ 201,798	80.00%	\$ 229,402	90.94%	\$ 22,846.02	10.94%	EXTENDED TO 3/31/2024
93.568	LIHEAP	\$ 850,922				\$ 850,922	1/1/2023	3/31/2024	15	12	\$ 680,738	80.00%	\$ 757,043	88.97%	\$ 93,879.37	8.97%	EXTENDED TO 3/31/2024
81.042	DOE	\$ 564,178				\$ 564,178	7/1/2023	6/30/2024	12	6	\$ 282,089	50.00%	\$ 117,972	20.91%	\$ 446,205.68	-29.09%	ON TRACK
81.042	DOE BIL	\$ 1,558,047				\$ 1,558,047	7/1/2023	6/30/2025	24	6	\$ 389,512	25.00%	\$ 49,860	3.20%	\$ 1,508,187.03	-21.80%	NEW CONTRACT STARTED 7/15/2023
93.568	LIHWAP	\$ 301,896				\$ 301,896	1/1/2022	12/31/2023	24	24	\$ 301,896	100.00%	\$ 301,751	99.95%	\$ 145.32	-0.05%	END OF CONTRACT
N/A	ATMOS			\$ 55,000		\$ 55,000	1/1/2022	12/31/2023	24	24	\$ 55,000	100.00%	\$ 23,132	42.06%	\$ 31,868.34	-57.94%	ON GOING. NO CONTRACT END DATE
N/A	COSERV			\$ 7,000		\$ 7,000	1/1/2022	12/31/2023	24	24	\$ 7,000	100.00%	\$ 7,000	100.00%	\$ -	0.00%	ON GOING. NO CONTRACT END DATE
N/A	RELIANT			\$ 49,904		\$ 49,904	1/1/2022	12/31/2023	24	24	\$ 49,904	100.00%	\$ 14,029	28.11%	\$ 35,875.80	-71.89%	ON GOING. NO CONTRACT END DATE
N/A	TRINITY VALLEY COOP			\$ 1,250		\$ 1,250	1/1/2022	12/31/2023	24	24	\$ 1,250	100.00%	\$ -	0.00%	\$ 1,250.00	-100.00%	ON GOING. NO CONTRACT END DATE
N/A	DIRECT ENERGY			\$ 14,919		\$ 14,919	1/1/2022	12/31/2024	36	24	\$ 9,946	66.67%	\$ 3,996	26.78%	\$ 10,923.17	-39.88%	ON GOING. NO CONTRACT END DATE
N/A	TXU ENERGY			\$ 27,477		\$ 27,477	10/1/2022	9/30/2024	24	15	\$ 17,173	62.50%	\$ 27,477	100.00%	\$ -	37.50%	ON GOING. NO CONTRACT END DATE
94.011	FGP	\$ 700,609			\$ 41,339	\$ 741,948	7/1/2021	6/30/2024	36	30	\$ 618,290	83.33%	\$ 442,202	59.60%	\$ 299,746.03	-23.73%	ON TRACK BASED ON ACTIVITIES
94.002	RSVP	\$ 112,529			\$ 25,832	\$ 138,361	7/1/2022	6/30/2025	36	18	\$ 69,181	50.00%	\$ 107,993	78.05%	\$ 30,368.45	28.05%	ON TRACK BASED ON ACTIVITIES
N/A	FGP STATE		\$ 5,316			\$ 5,316	9/1/2023	8/31/2024	12	4	\$ 1,772	33.33%	\$ 3,798	71.45%	\$ 1,518.12	38.11%	HAVE TO SPEND BEFORE FEDERAL
N/A	RSVP STATE		\$ 24,937		\$ 16,500	\$ 24,937	9/1/2023	8/31/2024	12	4	\$ 8,312	33.33%	\$ 12,675	50.83%	\$ 12,262.63	17.49%	HAVE TO SPEND BEFORE FEDERAL
11.303	EDA PLANNING	\$ 210,000		\$ 45,000	\$ 165,000	\$ 420,000	1/1/2021	12/31/2023	36	36	\$ 420,000	100.00%	\$ 419,999	100.00%	\$ 0.78	0.00%	END OF CONTRACT
11.303	EDA PW	\$ 200,000			\$ 200,000	\$ 400,000	3/1/2023	2/28/2026	36	10	\$ 111,111	27.78%	\$ 3,824	0.96%	\$ 396,175.84	-26.82%	ON TRACK BASED ON ACTIVITIES
N/A	MSW		\$ 230,000			\$ 230,000	9/1/2023	8/31/2025	24	4	\$ 38,333	16.67%	\$ 22,669	9.86%	\$ 207,331.06	-6.81%	ON TRACK - YEAR 1
N/A	TXCDBG		\$ 21,718			\$ 21,718	9/1/2023	8/31/2024	12	4	\$ 7,239	33.33%	\$ 5,150	23.71%	\$ 16,568.29	-9.62%	ON TRACK BASED ON ACTIVITIES
N/A	CJD		\$ 71,427	\$ 31,884		\$ 103,311	9/1/2023	8/31/2024	12	4	\$ 34,437	33.33%	\$ 28,908	27.98%	\$ 74,403.54	-5.35%	ON TRACK BASED ON ACTIVITIES
N/A	911-2023		\$ 1,671,413			\$ 1,671,413	9/1/2023	8/31/2024	12	4	\$ 557,138	33.33%	\$ 753,724	45.10%	\$ 917,689.00	11.76%	PURCHASED EQUIP UP FRONT
N/A	HSGD IL		\$ 31,762			\$ 31,762	9/1/2023	8/31/2024	12	4	\$ 10,587	33.33%	\$ 4,758	14.98%	\$ 27,003.99	-18.35%	ON TRACK BASED ON ACTIVITIES
97.067	HLSEC PLANNING	\$ 50,000				\$ 50,000	1/1/2023	12/31/2023	12	12	\$ 50,000	100.00%	\$ 50,000	100.00%	\$ -	0.00%	END OF CONTRACT
N/A	RI-RADIO INFRA		\$ 250,000			\$ 250,000	1/1/2023	12/31/2023	12	12	\$ 250,000	100.00%	\$ 147,770	59.11%	\$ 102,230.36	-40.89%	ON TRACK BASED ON ACTIVITIES
MULT.	AAA	\$ 1,620,333	\$ 145,961	\$ 646,255	\$ 61,000	\$ 2,412,549	10/1/2023	9/30/2024	12	3	\$ 603,137	25.00%	\$ 501,562	20.79%	\$ 1,910,987.29	-4.21%	ON TRACK BASED ON ACTIVITIES
Total		\$ 20,264,127	\$ 2,737,192	\$ 889,840	\$ 509,671	\$ 24,323,329						\$ 2,857,812	\$ 17,300,199	\$ 7,023,130			