

#### TCOG Governing Board Meeting Agenda

Presiding Location: 1117 Gallagher Drive, Sherman, Texas Eisenhower Room October 16, 2025 5:30 p.m.

- A. Call to Order & Declaration of a Quorum
- B. Invocation and Pledges
- C. Welcome Guests
- D. Public Comment

{Comments from the public are limited to three (3) minutes. The Governing Board may not address any issues, but may receive information}

- E. Executive Director's Report
- F. Approval of Minutes: Approve Meeting Minutes for September 18, 2025
- G. Consent

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

- TCOG 2025 Criminal Justice Community Plan (RS): Approve TCOG's 2025 Criminal Justice Community Plan Miranda Harp, Criminal Justice and Emergency Planning Program Supervisor - Page 4
- U.S. Department of Energy Bipartisan Infrastructure Law (DOE-BIL) Contract Amendment #3 (ES): Approve the FY 2022 DOE-BIL Weatherization Assistance Program Contract Amendment #3 Judy Fullylove, Energy Services Director - Page 56
- 3. **Quarterly Investment Report (AF):** Accept the report of investments for the period July 1, 2025 through September 30, 2025.
  - Eric Bridges, Executive Director Page 61

#### H. Action

- Section 8 Family Self-Sufficiency (FSS) Coordinator Grant (CS): Authorize submission and if awarded, the acceptance of the annual Section 8 Family Self-Sufficiency Grant.
   Rayleen Bingham, Section 8 Housing Program Manager - Page 62
- 2. **FY 2025 US Department of Energy (DOE) Weatherization Assistance Program contract #56250004492 (ES):** Ratify the acceptance of the FY 2025 US Department of Energy (DOE) Weatherization Assistance Program contract #56250004492
  - Judy Fullylove, Energy Services Director Page 67
- 3. **FYE 2026 Cost Pool Report and Monthly Financial Statements (AF):** Review and accept the monthly Cost Pool report and financial statements
  - Sabino Botello, Accounting & Finance Specialist Page 104

#### I. Executive Session

Announcement by the presiding officer that a closed meeting will take place as authorized by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Section 551.074, "Personnel Matters."

- a. Closed Meeting: Board shall convene into a closed executive session pursuant to Section 551.074 of the TEXAS GOVERNMENT CODE "Personnel Matters," to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee Executive Director.
- b. Reconvene into open meeting.
- c. Discussion and decision on any action as a result of executive session

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.



TCOG Governing Board Meeting Agenda

Presiding Location: 1117 Gallagher Drive, Sherman, Texas
Eisenhower Room
October 16, 2025 5:30 p.m.

J. President's Report

K. Adjourn

**APPROVAL** 

Eric M. Bridges, Executive Director



#### TCOG Governing Board Meeting Minutes

Presiding Location: 1117 Gallagher Drive, Sherman, Texas September 18, 2025

Members Present: Edwina Lane, John Roane, Mary Jo Dollar, Nathan Caldwell, Lisa Bellows, Jim Atchison (Zoom), Scott Neu (Zoom)

Members Absent: Brian Eaves, Clay Barnett, Gayla Hawskins, Allen Sanderson, James Thorne, Newt Cunningham

#### A. Call to Order & Declaration of a Quorum

President Edwina Lane called the meeting to order at 5:34 p.m. and recognized a quorum.

#### B. Invocation and Pledges

Nathan Caldwell provided the invocation and Lisa Bellows led the pledges.

#### C. Welcome Guests

Guests included: Eric Bridges, Mindi Jones, Sabino Botello, Miranda Harp, Beth Eggar, Judy Fullylove, Alexis Taylor-Baker, Seth Evilsizer, Rayleen Bingham, Sophia Pedraza

#### D. Public Comment

There was no public comment.

#### E. Approval of Minutes

Mary Jo Dollar made a motion to accept the meeting minutes for the August 21, 2025 meeting. John Roane seconded the motion. Motion carried unanimously.

#### F. Consent

1. A motion was made by Lisa Bellows to authorize submission of the TCOG Section 8 Housing Annual PHA Plan. The motion was second by Nathan Caldwell. The motion carried unanimously.

#### G. Action

- 1. A motion was made by Lisa Bellows to accept TCOG's Annual Financial Report for FYE 2025 as compiled and presented by the firm of Whitley Penn (Plano, TX) and authorize distribution of said Report to appropriate grantor agencies. The motion was seconded by Nathan Caldwell. The motion carried unanimously.
- A motion was made by Nathan Caldwell approve submission of the FY 2026/2027 Municipal Solid Waste Regional Funding Plan and Application Resolution between the Texas Commission of Environmental Quality (TCEQ) and TCOG. The motion was seconded by Mary Jo Dollar. The motion carried unanimously.
- 3. A motion was made by Lisa Bellows to approve and incorporate the amending language to Section 13 of TCOG's General Accounting Procedures Manual (Travel Policies). The motion was seconded by John Roane. The motion carried unanimously.
- 4. A motion was made by Mary Jo Dollar to accept the monthly Cost Pool report and financial statements. The motion was seconded by Lisa Bellows. The motion carried unanimously.

#### H. Executive Directors Report

Mr. Bridges provided a brief update on the status of the federal appropriations process. He also highlighted the great work done by staff during the recent Death & Dying Symposium, Matter of Balance activities, and the AmeriCorps Seniors RSVP Recognition Event. He concluded by referencing the update Texoma Made 2025 Conference to be held at Austin College on November 5<sup>th</sup>.

#### I. Presidents Report

Edwina Lane thanked her fellow Members for their continued support and participation and staff for their continued great work.

#### J. Adjourn

Mary Jo Dollar made a motion to adjourn at 6:40p. John Roane seconded the motion. The motion carried unanimously.



TO: TCOG Governing Board

THRU: Eric Bridges, Executive Director

FROM: Miranda Harp, Criminal Justice and Emergency Planning Program Supervisor

**DATE**: 10/16/2025

**RE**: TCOG 2020 Criminal Justice Community Plan

#### RECOMMENDATION

Approval of the TCOG 2025 Criminal Justice Community Plan

#### **BACKGROUND**

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

#### DISCUSSION

Per our Interlocal Agreement with the Office of the Governor, Criminal Justice Division, each year TCOG publishes the TCOG Criminal Justice Community Plan. TCOG staff work with Criminal Justice Professionals in our region to identify criminal justice issues and possible solutions to these issues. Please find attached the 2025 TCOG Criminal Justice Community Plan.

THE TCOG CJAC MET ON OCTOBER 8, 2025, AND RECOMMENDS THE PLAN FOR TCOG BOARD APPROVAL.

#### **BUDGET**

No budget impact.

# Texoma Council of Governments



2025

## **Criminal Justice Community Plan**



better leaders building better lives

**Public Safety** 

1117 Gallagher Drive

Sherman, TX 75090

#### **Executive Summary**

The Texoma Criminal Justice Community Plan is used to identify gaps in services regarding criminal justice issues in the Texoma Region. This document reflects the efforts of multiple agencies and individuals in Cooke, Fannin, and Grayson Counties concerned with closing gaps in services, thus making our communities safer places to live and work. Professional experience, surveys, and interviews identified the following needs:

#### **Juvenile Justice Services**

The needs of the juvenile services agencies and providers throughout the Texoma Region vary as much as the individual populations they serve. However, the need to reduce delinquent or criminal behavior, mental health services, and barriers to treatment, along with the unavailability of adequate youth activities in rural areas is an ongoing challenge. There is also a greater need to increase staff retention, wellness, and development.

#### **Victim Services**

Victim services in the Texoma Region face many challenges, but the greatest need is for additional victims and children's services that offer comprehensive and compassionate care. Resources are needed that foster healing with a seamless method for victims to access available services to support, empower, and help rebuild lives.

#### Law Enforcement

Law Enforcement needs vary across agencies within the region. Several factors contribute to these needs, which include addressing the demand for services due to the growing population and call volume, violent crime rates, property crime rates, department size, and geographic location. Texoma's mostly rural agencies have limited resources but large geographic areas of responsibility. These agencies need equipment, technology upgrades, and staff training and development to meet mounting law enforcement issues such as cybercrimes, terrorism, and human and drug trafficking.

#### Region-wide and across all programs

Some identified needs overreach and have been identified as Juvenile Justice, Victim Service, and Law Enforcement issues. These issues include human trafficking, sustainable funding, transportation obstacles, substance abuse prevention and treatment, mental health services, and mental health training and procedures for first responders and service providers.

The CJAC uses the information and identified needs in the Community Plan to set criminal justice priorities for grant funding. These priorities serve as guiding principles when scoring the yearly PSO grant applications. Currently, the criminal justice priorities are:

- Criminal Justice: Improve the criminal justice system and reduce crime through cost-practical approaches.
- Juvenile Justice: Improve the juvenile justice system through any of the following: education, training, prevention, diversion, treatment, and rehabilitation.
- Victim Services: Combat family violence and promote comprehensive victim restoration through the development and strengthening of effective law enforcement, prosecution, and court strategies. Also, providing direct services to victims of crime helps aid in their recovery and assist in the criminal justice process.

For questions and comments, please contact Miranda Harp, Public Safety Program Manager, or Amy Willits, Public Safety Planner of the Texoma Council of Governments.

TCOG Public Safety Program Manager
Miranda Harp
903-893-2161 ext. 3509
mharp@texoma.cog.tx.us

TCOG Public Safety Program Planner
Amy Willits
903-893-2161 ext. 3552
awillits@texoma.cog.tx.us

"The greatness of a community is most accurately measured by the compassionate actions of its members."—Coretta Scott King

#### **Defining the Community**

The Texoma region consists of Cooke, Fannin, and Grayson Counties including over 40 cities and communities. The Red River serves as the north boundary between the region and Oklahoma. Lake Texoma is one of the largest reservoirs in the United States and serves as a tourism magnet, attracting between six and nine million annually. Fannin County is now home to the newest major reservoir in Texas, Bois D' Arc Lake, which opened for use in 2024. These water bodies are significant factors in the region's economy. Texas's most populous metropolitan area is the Dallas-Fort Worth Metroplex located south of the Texoma Region. Interstate 35, US Highway 75, and State Highway 78 run through the Texoma Region. These thoroughfares are crucial, serving as key transportation channels between the Metroplex and Oklahoma and as catalysts for population growth in the region.

#### **Cooke County Profile**

According to the 2023 American Community Survey (ACS), Cooke County is home to over 43,782 residents. Approximately 40% of the county's population resides in the county seat, of Gainesville. The county covers almost 900 square miles, of which 25 square miles is water. The median income for a household in Cooke County is \$58,060 with 13.3% of the population living below the poverty line. The largest demographic living in poverty is females, ages 18-34.

#### **Fannin County**

Bonham serves as the county seat of Fannin County, which is home to approximately 30% of Fannin County's residents. The county covers nearly 900 square miles, of which 891 square miles are land, and 8 square miles are water. According to the 2023 ACS, an estimated 37,571 people reside in Fannin County. The median household income is \$56,794 with 14.3% of the population below the poverty line. The largest demographic living in poverty is females, ages 18-24.

#### **Grayson County**

Grayson County, according to the ACS in 2023 has nearly 147,000 residents. Sherman is the county seat and largest city in Grayson County, with 30% of the population at approximately 47,000 residents. The next largest municipality is the City of Denison, home to over 19% of the county's estimated population with just over 26,000 residents. Grayson County has a total area of 979 square miles, of which 46 square miles are covered with water. The median household income was \$62,678, with approximately 11% of Grayson County's population below the poverty line.

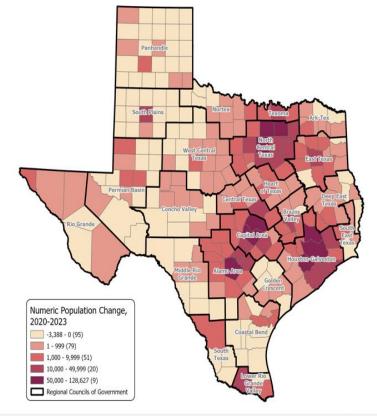
Geographic Region	2020 Census	2024 Estimates	% Change
Cooke County	41,668	44,258	6.2%
Fannin County	35,662	38,650	7.8%
Grayson County	135,543	150,532	11.0%

Source: US Census Bureau www.census.gov

### COUNTY TOTAL By COG

# **Estimated Numeric Population Change**

- Over one-third of counties have experienced populatio decline.
- Most population growth is observed in large metropolitan areas.



Source: Texas Demographic Center, Vintage 2023 Population Estimates, U.S. Census Bureau, 2020 Decennial Census

Texas Demographic

Source: Texas Demographic Center <a href="https://demographics.texas.gov">https://demographics.texas.gov</a>

Through its <u>2020 Post-Enumeration Survey</u>, the U.S. Census Bureau concluded that Texas was one of six states in the country that had an undercount of its population, which equates to approximately 500,000 individuals. <a href="https://demographics.texas.gov">https://demographics.texas.gov</a>

#### **Planning Participants and Local Resources**

Texoma Council of Governments completed the Community Needs Assessment 2022-2025 for the Department of Housing and Community Affairs in May 2021. This needs assessment along with local surveys and interviews completed by regional stakeholders identify the Criminal Justice priorities in the Texoma Region. Due to the Texoma Region's size and limited local resources, the utilization of every available resource is incredibly crucial. All agencies recognize the benefits of collaboration and cooperation; however, each agency works under specific organizational agendas, including time and workforce constraints making joint projects difficult.

#### **CJAC**

The TCOG Criminal Justice Advisory Committee (CJAC) is a 25-member body representing law enforcement, juvenile justice, drug-use prevention, victim services, mental health, the court system, education, and concerned citizen/parent interests of the region as they apply to criminal justice matters. The Office of the Governor's Public Safety Office (PSO) provides the funding for the region's criminal justice grant program with the CJAC being responsible for establishing the procedures used to identify, review, and prioritize projects and funding requests within the region. The TCOG Governing Board approves this prioritization before final submission to the PSO. The CJAC meets quarterly or as needed depending upon the PSO grant deliverables timeline. The following is a current list of the Criminal Justice Advisory Committee (CJAC) members.

Member	Agency	Representing
Brandon Caffee	Fannin County Juvenile Probation	Juvenile Justice
Brett Smith	Former Grayson Co. District Attorney	Prosecution/Courts
Greg Sumpter	Grayson County Juvenile Services	Juvenile Justice
Amanda McDonald	Fannin County Crisis Center	Victim Services
Gail Utter	Wells Fargo Advisor	Citizen/Parents
Chris Cypert	Gainesville Municipal Judge	Prosecution/Courts
Richard Glaser	Fannin County District Attorney	Prosecution/Courts
Erin Holt	Licensed Professional Counselor	Drug Abuse
Wayne Twiner	Gainesville Fire Chief/EMC	Non-Profit
Jason Kirk	Grayson County Adult Probation	Drug Abuse
Cheryl Gomez	Texas Workforce Solutions	Citizens/Parents
Kevin Phillips	Gainesville Police	Law Enforcement
Ginger Johnson	Abigail's Arms	Victim Services
Kim Parsons	Gainesville ISD	Education
Sylvia Cave	Texoma Community Center	Drug Abuse
Britney Barker	Grayson County Children's Advocacy	Non-Profit

Member	Agency	Representing
Andrew Hawkes	Bonham Police	Law Enforcement
Eric Erlandson	Cooke County District Attorney	Drug Abuse
Patty Kreider	Fannin County District Attorney's Office	Citizen/Parents
Kim Skidmore	Fannin County Children's Center	Non-Profit
Shelli Shields	Grayson County Crisis Center	Victim Services
Tim Barnes	Van Alstyne Police	Law Enforcement
Tony Bennie	Grayson County Sheriff's Office	Law Enforcement
Toni Hellman	Cooke County Juvenile Justice	Juvenile Justice
Corey Baker	Fannin County Community Supervision	Mental Health

#### **Community Corrections**

Community corrections programs oversee offenders outside of correctional facilities. These agencies protect the community and meet the needs of the offender through supervision and rehabilitative services. Community corrections include probation — correctional supervision within the community rather than jail or prison — and parole — a period of conditional, supervised release from prison.

Agency	Location	Contact
Cooke County Adult Probation	Gainesville	940-668-5540
Fannin County Adult Probation	Bonham	903-583-7446
Grayson County Adult Probation	Sherman	903-813-4207

#### **Drug Abuse Services**

Drug addiction, or substance disorder is a chronic, relapsing disorder that does not discriminate. No city, county, or society is immune. Combating the drug problem is an urgent and imperative need. Services available in our region include treatment programs, education, drug courts, hotlines, and counseling services.

Agency	Location	Contact
Alcoholics Anonymous	Gainesville	214-529-7941
Alcoholics Anonymous	Denison	903-465-4430
Healing Springs Ranch	Tioga	940-204-5424
Enterhealth Ranch	Van Alstyne	800-388-4601
Lakes Regional MHMR	Sherman	903-892-8185
Lakes Regional MHMR	Bonham	903-583-0060
Substance Abuse Council	Sherman	903-892-9911
Texoma Community Center	Sherman	903-957-4803

Agency	Location	Contact
Texoma Community Center Fannin County	Bonham	903-583-8583
Texoma Community Center Cooke County	Gainesville	940-612-1389
Texoma Medical Center Behavioral Health Center	Sherman	903-416-3000
TJCF Youth Supportive Residential Treatment	Gainesville	903-784-1010

#### **Juvenile Justice Services**

Juvenile Justice Programs offer community service restitution. They teach juveniles to take responsibility for their actions while introducing them to resources that aim to rehabilitate, develop their skills, and help them to reintegrate into society. These resources often maintain an excellent working relationship with the school districts and make it possible for the agency to serve the child's needs.

Agency	Location	Contact
Boys & Girls Club	Gainesville	940-665-6527
Boys & Girls Club	Denison	903-465-9008
Boys & Girls Club	Sherman	903-892-9019
Cooke County Juvenile Probation	Gainesville	940-668-5534
Fannin County Department of Juvenile Services	Bonham	903-583-7491
Gainesville State School	Gainesville	940-665-0701
Grayson County Department of Juvenile Services	Denison	903-786-6326
Grayson County Department of Juvenile Services Post-Adjudication Facility	Denison	903-786-6326
North Texas Youth Connection	Sherman	903-893-4717
Texas Monarch Academy for Girls	Denison	505-933-1648

#### **Law Enforcement Agencies**

Law enforcement agencies are empowered to enforce the law, protect lives and property, and reduce civil turmoil. In the Texoma region, there are twenty-four police departments and three sheriff departments. Also, the majority of school districts in the region also have their own police or resource officers on campus.

Agency	Contact
Austin College Police	903-813-3056
Bells ISD Police	903-965-3610
Bells Police	903-965-7744
Bonham ISD Police	903-583-7474 x3110
Bonham Police	903-583-2141

Agency	Contact	
Collinsville ISD Police	903-429-6164	
Collinsville Police	903-429-6226	
Cooke County Sheriff	940-665-3471	
Denison ISD Police	903-462-7006	
Denison Police	903-464-2422	
Ector Police	903-961-2495	
Fannin County Sheriff	903-583-2143	
Gainesville ISD Police	940-665-4362	
Gainesville Police	940-668-7777	
Grayson County College	903-463-8619	
Grayson County Sheriff	903-813-4388	
Gunter ISD Police	903-696-1350	
Gunter Police	903-433-1717	
Honey Grove ISD Police	903-378-2264 x333	
Honey Grove Police	903-227-8549	
Howe ISD Police	903-745-4040	
Howe Police	903-815-9968	
Leonard Police	903-587-2234	
Lindsay Police	940-736-1726	
Muenster Police	940-759-2236	
North Central Texas College	940-668-7731	
Oak Ridge Police	940-665-8474	
Pottsboro Police	903-786-5202	
Savoy Police	903-965-4546	
Sherman Police	903-892-7280	
Sherman ISD Police	903-891-6400	
Southmayd Police	903-868-1212	
Tioga Police	940-437-2351	
Tom Bean ISD Police	903-546-6319 x3004	
Tom Bean Police	903-546-6413	
Trenton ISD Police	903-989-2245 x1509	
Trenton Police	903-449-3434	
Valley View Police	940-641-6156	
Van Alstyne ISD Police	903-482-8802	
Van Alstyne Police	903-482-5251	
Whitesboro ISD Police	903-564-3585	

Agency	Contact	
Whitesboro Police	903-564-3585	
Whitewright ISD Police	903-364-2155 x340	
Whitewright Police	903-364-2210	

#### **Victim Services**

Victims often experience an array of emotions, such as shock, numbness, denial, disbelief, fear, anger, guilt, and distrust. Although these feelings are normal, they often need assistance in working through these issues. Victims are often unaware of resources or where to seek professional support. The victim assistance agencies in the Texoma Region are dedicated to assuring that no victim must endure this alone. They provide support to victims of crimes such as crisis intervention, counseling, criminal justice support, personal advocacy, and referrals to other community agencies for their safety in a safe and respectful environment.

Agency	Location	Contact
Abigail's Arms (Cooke County Family Crisis Center)	Gainesville	940-665-2873
CASA of Cooke County	Gainesville	940-665-2244
CASA of Fannin County	Bonham	903-583-4339
CASA of Grayson County	Sherman	903-813-5400
Child and Family Guidance Center of Texoma	Sherman	903-893-7768
Child Advocacy Center of Cooke County	Gainesville	940-665-2873
Fannin County Children's Advocacy Center	Bonham	903-583-4339
Fannin County Family Crisis Center	Bonham	903-583-7694
Grayson County Children's Advocacy Center	Sherman	903-957-0440
Texoma Family Shelter	Sherman	903-465-6041
Grayson County Women's Crisis Center	Sherman	903-893-3909
Grayson County Women's Crisis Line	Sherman	903-893-5615
TAPS (Texoma Area Paratransit System)	Sherman	844-603-6048
Texas Department of Family & Protective Services	Bonham, Gainesville, & Sherman	800-252-5400
Texas Youth Helpline	Bonham, Gainesville, & Sherman	800-989-6884

#### **Community Concerns**

The goal of the Texoma Criminal Justice Community Plan is to develop an informed understanding of the Criminal Justice gaps in the Texoma Region. The greatest needs for the Texoma Region span across multiple Criminal Justice disciplines repeatedly. They are the same problems that other public service entities identify as major concerns not only within the Texoma Region but nationwide.

#### **Juvenile Justice Issues**

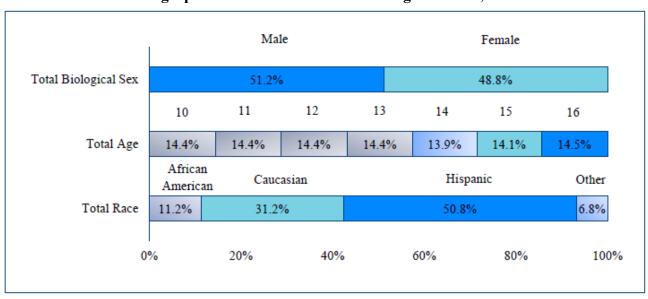
<u>Regional Priority:</u> Improve the Juvenile Justice System through any of the following: education, training, prevention, diversion, treatment, and rehabilitation.

The juvenile justice system has evolved through four periods since the juvenile courts' creation more than a century ago: the Progressive Era (1899–1960s), the Due-Process Era (1960s and 1970s), the Get-Tough-on-Crime Era (1980s and 1990s), and the contemporary reaffirmation of the Kids-Are-Different Era (2005 to the present).

The juvenile justice system has evolved to hold youths who offend accountable for their actions. The goal is to rehabilitate juveniles rather than punish them with sanctions based on the adult criminal justice system.

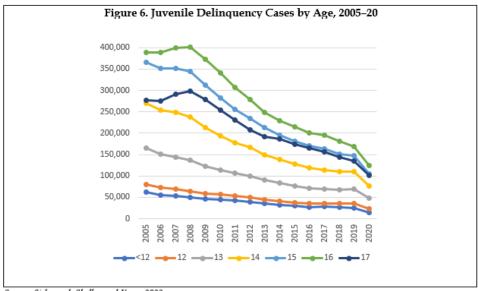
These alternatives are based on the concept that youth are still developing and should be granted the opportunity to receive treatment and education.

#### Demographic Information for Juvenile-Aged Texans, CY24



Source: The State of Juvenile Probation Activity in Texas CY24

Many risk factors contribute to youth crime. There are family factors, such as family history, parental involvement, family functioning, and parental substance abuse. Peer factors also exist, such as social rejection by peers, gang involvement, and peer substance use. There are also individual factors. Attention deficits, such as learning disorders, also behavioral control, high emotional distress, and histories of antisocial behaviors. Other risk factors include failure in school, substance abuse, poverty, and child abuse or neglect. Exposure to multiple risk factors has a cumulative effect.



Source: Sickmund, Sladky, and Kang, 2022.

Source: OJJDP Models Program Guide

Within the Texoma Region, youth crimes are influenced by many factors. Improving education, increasing employment opportunities for youth, enhancing social skills, and providing youth with mentors and adult role models are essential components of delinquency prevention. Unsupervised time can be linked to a greater risk of substance abuse, behavioral problems, and other risky behavior that leads to an increase in youth in the juvenile justice system. In the Texoma area, there are a limited number of local intervention programs that focus on preventing youth from becoming involved in the juvenile justice system for crime-related incidents. With Texoma being a rural area, activities for youth to attend are limited due to the shortage of public transportation.

## "Behavior is the language of trauma. Children will show you before they tell you that they are in distress."-Micere Kels

Cooke, Fannin, and Grayson County Juvenile Detention Center		
Cost per day per youth	\$200	
Average daily population	20	
Average length of stay	24	
Annual number of youths in seclusion	647	
Annual number of physical restraints used on youth	83	
Annual number of injuries	16	
Texas Juvenile Alternate Education Pr	rogram Averages	
Cost per day per youth	\$218.93	
Average daily population	15	
Average length of stay	69 days	
Entries for the 2022-2023 Year	67,167	
Grayson County Post-Adjudicati	ion Facility	
Cost per day per youth	\$300	
Average daily population	52	
Annual number of youth (male) served	100	
Monarch Academy for Girls		
Cost per day youth	\$325	
Average daily population	19	
Average length of stay	6 months	

ource: Grayson County Juvenile Detention Center; www.tjjd.texas.gov Biennium Report 2023

2024	Juvenile Population (Age 10-16)	Youth Referrals
<b>Cooke County</b>	3912	42
Fannin County	2900	31
Grayson County	11466	242
Texoma Region	18278	315

Source: State of Juvenile Probation Activity in Texas CY 2024, www.tjjd.texas.gov

"Juvenile justice is probably the area that's most ripe for reform, in the nice liberal sense of the word, simply because there's no getting around the fact that a teenage brain is not an adult brain."-Robert Sapolsky

#### Identified Problem: Youth Crimes

Problem: Participation of minors in illegal and/or destructive behaviors.

Solution: Provide intervention and prevention services to at-risk youth as early as possible.

#### Data

- ♦ In 2024, 164 juvenile probation departments served 254 counties in Texas. The juvenile probation departments registered and operated 43 pre-adjudication secure detention facilities, two holdover facilities, 28 post-adjudication secure correctional facilities, and five nonsecure correctional facilities. <a href="www.tjjd.texas.gov">www.tjjd.texas.gov</a> The State of Juvenile Probation Activity in Texas
- ♦ 2022 was the third straight year that firearms killed more children, ages 1 to 17 than any other cause including car crashes and cancer. <a href="www.publichealth.jhu.edu">www.publichealth.jhu.edu</a> Gun Violence in the United States 2022
- ♦ In 2021, 87% of juveniles in adult correctional facilities were held in local jails and 13% were held in prisons. <a href="https://bjs.ojp.gov">https://bjs.ojp.gov</a> Juveniles Incarcerated in U.S. Adult Jails and Prisons- Stats
- ♦ In 2022, Texas Juvenile Probation Departments saw 45,214 referrals from all sources. Law enforcement accounted for 81.3% of referrals. www.tjjd.texas.gov
- ♦ Of youth admitted to TJJD in FY 2024, 7.6% (1 in 13) committed murder and 34.6% (1 in 3) had a determinate sentence. Determinate sentences are usually reserved for very serious crimes and the juvenile will serve the full designated time, which could result in being transferred to the adult criminal system. <a href="www.tjjd.texas.gov">www.tjjd.texas.gov</a> TJJD Data and Statistics
- ◆ Truancy cases accounted for at least 63% of the petitioned status offense caseload for both males and females in 2022. www.ojjdp.ojp.gov Statistical Briefing Book 2022

#### Potential Response to Problem

- Early intervention is crucial, as timely responses can significantly change a young person's future, steering them away from repeated criminal behavior.
- ♦ H.B. 3186 increases opportunities for early identification of at-risk youth and for redirecting children accused of "gateway" Class C misdemeanors. The bill also recalibrates and expands opportunities for collaborations in both rural and urban parts of Texas. More financial resources are needed, as HB 3186 requires the adoption of a youth diversion plan for every municipal and justice court no later than Jan 1, 2025. <a href="www.tmcec.com">www.tmcec.com</a> Texas Municipal Courts Education Center
- ♦ "Our whole nation benefits if former inmates are able to reenter society as productive, lawabiding citizens... If we want more prisoners to take charge of their own lives, then we should work to give them the tools to stand on their own two feet... America is a nation that believes in the power of redemption. America is a nation that believes in second chances."- President Trump
- ♦ Juvenile awareness programs like "Scared Straight", organized visits to adult prison facilities, may be ineffective and potentially harmful. Based on the review by Crime Solutions, youth participating in these types of programs were more likely to commit offenses than adjudicated youth who did not. <a href="https://nij.ojp.gov">https://nij.ojp.gov</a> Juvenile Delinquency Intervention and Treatment

- ◆ NIJ-supported research has found Second Chance funds were important in expanding grantee capacity for reentry services. Studies have shown individuals receiving services were significantly more likely to have a reentry plan and a case manager they trusted. In 2024, a BJA sponsored report found that the state level reincarceration rates have dropped since the Second Chance Act was passed. <a href="https://www.ojp.gov">https://www.ojp.gov</a> The Impact of Second Chance Funds
- ♦ Texas must keep investing in its young people, fighting for early education, parent coaching, and physical activity. Texas is making a strong case for the importance of smart investments in evidence-based childhood programs which have long term benefits to public safety, the workforce, and military readiness.
- ♦ Specialized caseloads are used as a primary strategy to manage high risk and special needs offenders. Local juvenile services are using evidence based interventions, such as TBRI (Trust Based Relational Intervention, CBT (Cognitive Behavioral Therapy), and MST (Multisystemic Therapy), FFT (Functional Family Therapy), and EMDR, meeting complex needs of vulnerable children, therapy that changes negative thought patterns, family and community based intervention, family-based interventions and addressing exposure to trauma and other distressing life experiences. <a href="https://www.co.grayson.tx.us">https://www.co.grayson.tx.us</a> *Post Adjudication Facility Information*

#### **Victim Services Issues**

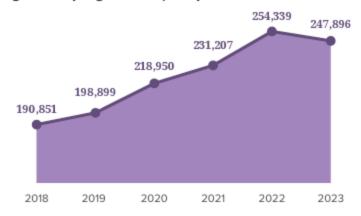
<u>Priority A:</u> Combat family violence and promote comprehensive victim restoration through the development and strengthening of effective law enforcement, prosecution and court strategies.

<u>Priority B:</u> Provide direct services to victims of crime to help aid in their recovery and provide assistance through the criminal justice process.

Domestic abuse and family violence are patterns of abusive behavior in any relationship that is used by one person to gain or maintain power and control over another intimate partner or family member. Types of violence and abuse can be physical, sexual, emotional, economic, psychological, or technological actions or threats of actions. Family and Domestic violence is a common problem in the Unites States, affecting an estimated 10 million people every year.

The greatest need in the Texoma Region is additional resources and services for victims. Congress raised the annual cap for funding which peaked at 4.4 billion in 2018, but in March of 2024, it plummeted to 1.2 billion. In Texas, state funding for domestic violence cases is also facing a decrease, impacting services for survivors and potentially leading to fewer resources for shelters and other support programs. Victim services groups say that the demand for help has continued to surge with most anticipating the grant process to become even more competitive. Local agencies are still required to provide a match for CJD grants, which can be difficult for the small agencies in rural areas to come up with therefore limiting grant funding.

Despite a slight decrease in 2023, the number of family violence offenses in Texas remains significantly higher than prior years.



Source: tcfv.org Honoring Texas Victims 2023 Report

"There is no typical victim profile for domestic violence and abuse. All types of domestic and family violence can occur in every socioeconomic group, educational and religious background, age group, culture, and gender."

-Samantha Gluck

#### Identified Problem: Victim Services

Problem: The Texoma Region needs additional victim services. The services needed include but are not limited to victim aftercare, shelter facilities, foster care families, investigation, counseling, prosecution and transportation resources.

Solution: Increased funding for both existing programs and the creation of additional programs

#### Data

- ♦ Domestic violence is the leading cause of injury to women aged 15-44—more than car accidents, muggings, and rapes combined. <a href="http://www.nih.gov">http://www.nih.gov</a>
- ♦ More than 2400 females were murdered by males in 2022 and of those, 87.5 percent knew their killer. With 9 out of 10 (92 %) women murdered by someone they know and two-thirds die by gunfire. − October 2024, Annual VPD Study Released for Domestic Abuse Awareness www.vpc.org
- ♦ In 2024, published statistics shows there were 257 women killed by male single offenders in the state of Texas. Texas was the state with the highest number of women murdered by men in single offender homicides in 2020. Statista Research Department www.statista.com
- ♦ Nearly 3 in 10 women and 1 in 10 men in the US have experienced, rape, physical violence, and/or stalking by a partner and reported it having a related impact on their functioning. https://www.thehotline.org/stakeholders/domestic-violence-statistics
- ♦ In 2023, 205 Texans were killed by intimate partners, 129 women shot by a gun, and the average shelter capacity filled was 99%. <a href="https://www.tcfv.org">www.tcfv.org</a> Honoring Texas Victims 2023 HTV Report
- ♦ Nearly 1.5 million high school students are targets of dating violence each year, with nearly 1 in 3 girls being targets. Only 1 in 3 teens experiencing dating violence tells someone. Texas School Safety Center <a href="https://txssc.txstate.edu">https://txssc.txstate.edu</a>
- ◆ In 2022, the reauthorization of the Violence Against Women Act (VAWA) strengthened and expanded protections and programs for survivors of domestic violence, dating violence, sexual assault, stalking, and technological abuse.

  <u>https://www.murkowski.senate.gov</u> Violence Against Women Act Reauthorization Press Release
- ♦ There are 148 organizations in Texas that provide domestic violence services, with 3 located in the Texoma Region but only two provide 24/7 services for the three-county region. TCOG Focus Groups and Interviews; www.domsticshelters.org/help/tx
- ♦ In the United States, it's estimated that more than 10 million people experience domestic violence annually, while the NDV Hotline responds to over 400,000 calls, chats and texts. It is estimated that 1 in 3 women and 1 in 4 men have experienced some form of physical violence by an intimate partner. <a href="www.columbiapsychiatry.org">www.columbiapsychiatry.org</a> Domestic Violence Trauma Research Q & A
- ◆ Three women everyday fall victim to and are killed by an intimate partner. <a href="https://www.joyfulheartfoundation.org">www.joyfulheartfoundation.org</a>

#### Potential Response to Problem

- ♦ The Texoma Region has seen a slight increase in grant funds and some agencies have had limitations acquiring the extra funds due to lack of matching funds. The purpose of matching funds is to augment the number of resources available to the project from grant funds and to increase the dedication of local resources to the purpose of the project. A reduction in match requirements for victim services in rural and low-income areas would allow our agencies to utilize those extra funds.
- ♦ Sherman Police Department and the Grayson County District Attorney partnered in the creation of a new law that protects victims with a lifetime protective order from convicted sex offenders.
- ◆ There are several state-wide confidential resources that are free and available to assist victims of domestic violence and sexual assault, such as Texas Advocacy Project, Legal Aid for Survivors, Aid to Victims of Domestic Abuse. <a href="https://www.texaslawhelp.org">www.texaslawhelp.org</a> Protection from Violence or Abuse
- ♦ Texoma Region data collection is limited, so there is a need for better local data to support funding requests.
- ♦ There are several local groups and organizations that assist victims. Local groups consist of shelters, advocacy groups, counselors, churches, schools, legal assistance, and social services organizations.

## Honoring Texas Victims

2023 Family Violence Fatalities

Texas Council on Family Violence identifies women and men killed by intimate partners or stalking perpetrators annually to honor the memories of those lives lost and raise awareness of the impact domestic violence has in Texas communities. We offer this review to promote effective interventions and community responses.

ty responses.

In 2023, 205 Texans were victims of family violence fatalities. This number includes 179 women and 26 men, including four LGBTQ+

victims. Homicide perpetrators also killed 16 family members, friends, or bystanders and injured an additional 12 victims. The victims included four children who were killed and three children who were injured. Two hundred eighteen children and adults lost a parent to domestic violence.

Women killed

Fatalities by County

HIDALGO

TRAVIS

TARRANT

BEXAR

DALLAS

Men killed

0

0

205 Texans were killed by their intim ate partners

64 counties\* experienced at least one domestic violence homicide

179 female-identified victims

26 male-identified victims

additional deaths of

victims' family members, friends, or bystanders

4 LGBTQ+ victims

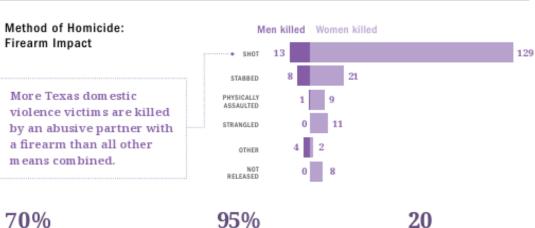
\*Homicide occurred in counties designated in white

## Honoring Texas Victims

2023 Family Violence Fatalities

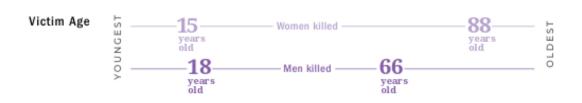


WWW.TCFV.ORG



of family members, friends, and bystanders killed or injured were shot 95% of murder-suicides were perpetrated with a firearm

perpetrators had identified firearm prohibitions



Relationship	WOMEN KILLED BY MEN	MEN KILLED BY WOMEN	LGBTQ+ VICTIMS	92	had separated or ended relationship
GIRLFRIEND/BOYFRIEND	66	16	3	49	sought help
WIFE/HUSBAND	83	5		43	Joagni nerp
EX-GIRLFRIEND/EX-BOYFRIEND	24			<b>52</b> %	had taken steps to end abuse
EX-WIFE/EX-HUSBAND	5			7 <b>2</b> %	were killed at home

	Reported Family Violence Incidents by County*									
County	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Cooke	295	310	319	338	364	330	301	297	257	170
Fannin	164	168	124	146	122	104	124	*84	*61	*77
Grayson	818	836	799	868	775	877	896	911	877	961

Source: Crimes in Texas <a href="https://txucr.nibrs.com">https://txucr.nibrs.com</a>

	2016-2023 Sexual Assault Incidents by Jurisdiction							
Jurisdiction	2016	2017	2018	2019	2020	2021	2022	2023
Bells PD	0	0	0	-	1	-	10	-
Bonham PD	7	8	9	6	3	-	-	-
Collinsville PD	0	0	1	0	1	-	8	0
Cooke County SO	6	3	9	7	7	15	11	2
Denison PD	13	18	12	19	14	12	19	15
Fannin County SO	6	14	6	10	11	21	9	1
Gainesville PD	33	18	26	23	16	10	9	11
<b>Grayson County SO</b>	13	25	18	15	18	13	27	32
Honey Grove PD	0	0	0	1	1	2	4	1
Howe PD	0	0	4	1	1	-	2	0
Leonard PD	0	0	0	-	-	1	0	0
Savoy PD	0	0	0	-	-	-	3	0
Sherman PD	45	20	45	40	39	44	33	40
Southmayd PD	1	0	0	-	-	-	-	0
Tioga PD	1	0	0	-	1	-	1	0
Tom Bean PD	0	0	0	-	-	-	1	0
Van Alstyne PD	2	0	2	1	0	1	3	0
Whitesboro PD	4	0	5	2	0	0	-	1
Whitewright PD	0	0	1	-	0	2	-	0
TOTAL	131	106	138	125	113	121	140	103

Source: Crimes in Texas https://txucr.nibrs.com

A child's exposure to violence can significantly harm the child's physical, emotional, and intellectual development, leading to long-term problems like mental health issues, substance abuse, and difficulties in schools and relationships. Children exposed to violence are at a higher risk of becoming victims of violence in the future, as well as perpetrating violence themselves, and have lasting effects that impact future generations. According to the Children's Bureau, in 2023, there were a reported 546,159 victims of child abuse and neglect, which equals a national rate of 7.4 victims per 1,000 children.

#### Identified Problem: Generational Cycle

Problem: Children witnessing violence repeat the cycle.

Solution: Multi-faceted approach which includes addressing trauma, teaching healthy parenting skills, and creating supportive environments for families to help end the cycle of abuse.

#### Data

- ◆ 15 million children in the US have been actively impacted by Childhood Domestic Violence, plus 40 million adults experienced childhood domestic violence in their youth. <a href="https://www.dvsn.org">www.dvsn.org</a>
- ◆ People who have experienced Childhood Domestic Violence are 74 times more likely to commit a violent crime against another and 3 times more likely to repeat the cycle of abuse. www.dvsn.org
- ◆ 1.7 million children currently have parents in the United States prison system. Over 30% of those children, (510,000) will also be imprisoned, following in their parents' footsteps. <a href="https://www.televerdefoundation.org">www.televerdefoundation.org</a> -Intergenerational Incarceration
- ◆ An American is sexually assaulted every 68 seconds. Every 9 minutes that victim is a child. www.rainn.org
- ◆ In 2024, the most common Adverse Childhood Experiences among high school children tested were emotional abuse (61.5%), physical abuse 31.8%, and household poor mental health (28.4%). <a href="https://www.preventconnect.org">www.preventconnect.org</a>
- ◆ In mothers with at least one report of childhood maltreatment were found that the odds increased by 72% that their children would also experience maltreatment.

  \*\*www.sciencedirect.com\*\*
- ♦ About 64% of adults in the United States report they had experienced at least one type of ACE (Adverse Childhood Experience) before age 18. <a href="https://www.cdc.gov">www.cdc.gov</a>
- ♦ Estimates show up to 1.9 million heart disease cases and 21 million depression cases potentially could have been avoided by preventing ACEs. <u>www.cdc.gov</u>

#### Potential Response to Problem

- ♦ Effectively address ACEs involving a two-generational approach to reduce adversity and enhance the ability of the parent/guardian to buffer the child's stress, which provides support for both the children and their parents to break the intergenerational cycle.

  www.acesaware.org
- ♦ Breaking the generational cycle of violence requires a multi-faceted approach with the first strategy being "Education", raising awareness about the signs and consequences of domestic violence. <a href="https://www.mysistersplacedc.org">www.mysistersplacedc.org</a>
- ◆ To increase victim safety and hold offenders accountable, Grayson County Sheriff's Office, Denison PD, Sherman PD, and Grayson County DA's office formed a DVHRT, or Domestic Violence High Risk Team. www.graysoncrisiscenter.org
- ◆ Free legal services and access to the justice system, with advanced prevention through public outreach and education is available to empower survivors at Texas Advocacy Project. <a href="https://www.texasadvocacyproject.org">www.texasadvocacyproject.org</a>
- ♦ Encourage local schools and youth programs to train teachers, school counselors and athletic coaches on how to recognize children and teens who are victims of domestic violence. Provide educators with resources and prepare them to intervene in domestic violence, dating violence, and stalking situations. <a href="https://ncadv.org">https://ncadv.org</a> National Coalition Against Domestic Violence
- ◆ Transition from focusing solely on the individual to broader family, community, and cultural processes that represent the root causes and the negative effects, also addressing key biological, psychological, and social factors. <a href="www.nlm.nih.gov">www.nlm.nih.gov</a> NIH-National Library of Medicine
- More research is needed to determine how the long-lasting effects of intergenerational adversity operate and how to intervene and break the "cycle of violence". www.nlm.nih.gov

"Trauma comes back as a reaction, not a memory." Bessel Van Der Kolk

Child abuse and neglect includes all types of abuse and neglect of a child under the age of 18 by a parent, caregiver, guardian, religious leaders, coaches, or anyone in a custodial role that results in harm, the potential for harm, or threat of harm to a child. There are four common types of abuse and neglect. There is physical abuse, sexual abuse, emotional abuse, and neglect, and, unfortunately, it is common in the United States.

#### Identified Problem: Children's Services

Problem: The Texoma Region needs additional children's services. The services needed include but are not limited to abuse prevention, training, foster care families, investigation, counseling, prosecution, and transportation resources.

Solution: Increased funding, community support, and programs for prevention and resources to meet the demand for crisis intervention, advocacy, counseling, and support services to victims of child abuse and trauma.

#### Data

- ♦ Each day, Texas had 146 confirmed victims of child abuse or neglect in 2024, with 53,543 confirmed victims for the year in 2024. <a href="https://www.texprotects.org">www.texprotects.org</a>
- ♦ In 2024, 99 Texas children died from abuse, with 61 dying as a result of neglect. www.dfps.texas.gov
- ♦ Child poverty rates have increased in the Texoma region. From 2017 to 2021, Cooke County's poverty rate increased by 6%. Fannin County's by 6%, and Grayson County's by 7%. www.childrens.com Beyond ABC
- ♦ Texas has the highest number (930,000) and percentage (11.4%) of uninsured children in the nation, far above the national average of 5.4%. <a href="www.childrens.com">www.childrens.com</a> Beyond ABC
- ♦ Children living in low socioeconomic circumstances are FIVE times more likely to experience abuse and neglect due to the added strain on families struggling with poverty. <a href="https://www.childrens.com">www.childrens.com</a> Beyond ABC
- ♦ In 2022, North Texas counties reported 1,489 confirmed cases of child sexual abuse, up 12.5% in 5 years. www.childrens.com Beyond ABC
- ♦ The Department of Family Protective Services had legal responsibility for more than 6,000 North Texas children in 2022, but there was a shortage of foster homes. <u>www.childrens.com</u> Beyond ABC
- ♦ The Grayson County Children's Advocacy Center served 564 children in 2024. www.kxii.com
- ◆ In Texas, for FY2024, 56.5 percent of the confirmed child abuse and neglect-related fatalities, the child or the perpetrator had prior history with Children's Protective Services. <a href="https://www.dfps.texas.gov">www.dfps.texas.gov</a>
  - Texas DFPS Fiscal Year 2024 Annual Report
- ◆ From 2017 to 2022 there was a 37% increase in children enrolled in Children's Medicaid in Cooke, Fannin, and Grayson Counties. <a href="https://www.childrens.com">www.childrens.com</a> Beyond ABC

♦ An estimated 558,899 children were victims of abuse and neglect in the U.S. in 2022. That is 8 children out of every thousand. <a href="https://www.nationalchildrensalliance.org">www.nationalchildrensalliance.org</a> National Statistics on Child Abuse

#### Potential Response to Problem

- ♦ The number of licensed childcares in the Texoma Region decreased 14% from 2017 to 2022. There is a significant need for affordable, safe childcare options for low-income families.
- ♦ While the network is extensive, the need for CASA volunteers is always present. In Texas, there are 7,457 CASA volunteers with 28,008 children in foster care. www.texascasa.org
- ♦ In 2022, DFPS had the highest employee turnover rate of any state agency, losing nearly 2300 employees which was a 34% decrease. This caused case workers to take on bigger workloads. Cooke county experienced the most significant increase in cases per worker, which rose 39% from 2017-2022, resulting in 17 cases per caseworker. DFPS needs to support and retain qualified, educated workforce members.
- ◆ Texas needs a complete transformation of the foster care system. Texas Legislature supported by DFPS and in collaboration with Texas Health and Human Services are implementing T3C, Texas Child Centered Care, a new universal child assessment tool and placement process. <a href="www.dfps.gov">www.dfps.gov</a>
- ♦ Additional funding such as private grants, donations, and partnerships to establish and maintain local programs, and any additional programs for crisis intervention.
- Organizations such as schools, churches, and volunteers focused on prevention, reporting, and support services for victims, including educating staff and the public about signs of abuse.
- Additional local medical resources and education, and more Healthcare Providers who accept Medicaid and CHIP for a larger network that ensures greater access to vital medical and mental health services essential for the recovery and well-being of abused children.
- ♦ Most ISDs in the Texoma Region now have police officers or resource officers on every campus.
- ♦ Increased funding for our Children Advocacy Centers in the Texoma area to provide forensic interviews, trauma-focused mental health services, and child abuse prevention.
- ♦ In FY 2024, there were 17,065 in foster care, with 4,182 youth adopted and 874 aging out of the system. We need more resources and life skills training for youth aging. www.texasfostercare.com
- ♦ In 2023, Texas passed Legislation SB 24, which creates a "family support services" program under HHSC which is intended to provide intervention services and promote safety and stability for children in "at-risk" families. <a href="www.caltrin.org">www.caltrin.org</a> Summary of Recent Texas Legislation

	Youth Living in Poverty in the Texoma Region 2021							
County	Total Youth	% White/ Caucasian	% Black/ African American	% Hispanic/ Latino	% Other Races			
Cooke	9,863 28% in Poverty	16.9%	80.6%	46.9%	9.7%			
Fannin	7,563 14% in Poverty	10.6%	52.6%	15.9%	7.2%			
Grayson	32,139 17.4% in Poverty	11.6%	44.5%	25.8%	10.7%			

Source: www.childrens.com Beyond ABC 2023-2024

Completed Abuse/Neglect Investigation Child Victims								
County	2020 2021 2022 2023 2024							
Cooke	560	526	529	518	408			
Fannin	432	374	385	382	316			
Grayson	1723	1581	1742	1612	1362			

Source: www.dfps.gov/About DFPS/Data Book/Child Protective Investitations/Victims.asp

Texas Child Population and Reports of Child Abuse and Neglect						
	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Child Population of Texas	7,092,485	7,160,943	7,232,259	7,304,256	7,370,193	7,437,514
Number of Intakes Assigned for Investigation Alternative Response by CPS	199,298	184,813	193,903	214,062	210,614	181,252

Source: Data from US Census Bureau; www.datacenter.aecf.org DFPS Data Books FY2019-2024 www.dfps.state.tx.us

#### Law Enforcement Issues

## <u>Priority:</u> Improve the criminal justice system and reduce crime through cost-effective approaches.

The primary goal of the criminal justice system is to maintain public safety and ensure justice by preventing, punishing, and rehabilitating criminal behavior and reintegrating criminals back into the community. State and local agencies, including police departments, sheriffs, and district attorneys handle local-level enforcement and justice.

The Texoma Region consists of mostly small and rural law enforcement agencies. These agencies deal with the same crimes and issues as larger law enforcement agencies but lack the equipment and experienced manpower that is needed to keep pace with our growing region's criminal justice challenges. The growing population can make it difficult to meet the increasing demand. A shortage of staff, lack of trained officers, and aging equipment could result in higher crime rates.

#### Identified Problem: Equipment & Technology

Problem: Local law enforcement agencies lack the equipment and technology to conduct their jobs in the safest and most efficient manner.

Solution: Statewide programs to ensure that rural law enforcement agencies have the proper resources to detect, detour and respond to criminal activity.

#### Data

- ◆ Interoperable Communications is not available region wide. Dead air areas exist within the region causing safety issues for not only residents but also first responders. *Texoma Regional Interoperable Communications Plan*
- ♦ The Texoma Homeland Security Advisory Committee (HSAC) has identified repeatedly the shortage of communications equipment in the region. 2024 Texoma Implementation Plan
- ◆ Region-wide many law enforcement agencies are using communications equipment that is past end of life. This equipment lacks support by the vendor and is often unreliable. 2024 Texoma Regional Stakeholder Preparedness Report
- ◆ Position specific training, along with basic emergency training for new staff to increase their understanding of duties and responsibilities for incident command. -2024 Texoma Regional Stakeholder Preparedness
- ♦ It is difficult for smaller departments, with small budgets, to keep up with the advanced technology used by larger departments even though the standard of performance and accountability is the same. Small rural law enforcement agencies have a very limited tax base making it very difficult to purchase basic law enforcement equipment FY25 CJD Grant Application

#### Potential Response to Problem

- ♦ Texas state legislature has set aside funding for communications infrastructure through the Statewide Emergency Radio Infrastructure (SERI) grant, as well as local funds.
- Larger agencies can assist smaller agencies by passing down unused equipment.
- ♦ Increase awareness of training programs, along with biannual NIMS training for new staff.
- ◆ Local agencies can join the 1033 program. The 1033 Program permits the Secretary of Defense to transfer, without charge, excess US Department of Defense (DoD) personal property (supplies and equipment) to state and local law enforcement agencies (LEAs). This program has assisted law enforcement agencies in acquiring vehicles, weapons, computers, night vision equipment, radios and more. <a href="https://www.dla.mil">https://www.dla.mil</a> Defense Logistics Agency
- ◆ Increasing participation in the Uniform Crime Reports (UCR) would give a better representation of the criminal activity for grant applications. UCR numbers provide data for the calculation of CJD grant funds to the regions, increase reporting could results in increased project funding. *Uniform Crime Reporting www.fbi.gov*
- ♦ JAG, COPS, and Homeland Security Grants are often great resources for law enforcement equipment but there are other sources such as foundation grants, US Department of Agriculture rural development grants and the Department of Health and Human Services.

	2018-2024 Crime Data: Offenses and Arrests						
	Cooke C	ounty	Fannin	County	Grayson	Grayson County	
Year	Offenses	Arrests	Offenses	Arrests	Offenses	Arrests	
2018	589	89	398	143	2443	395	
2019	592	110	451	136	2482	411	
2020	991	221	456	177	3392	929	
2021	675	128	343	100	2406	303	
2022	775	148	211	42	2240	266	
2023	466	105	204	22	1650	262	
2024	812	127	441	85	2879	489	

Crime Data: 2024 Violent Crimes and Property Crimes					
	Violen	t Crimes	Property Crimes		
Year	Rate per 100,000	Offenses	Rate per 100,000	Offenses	
Cooke County	281	308	1222	374	
Fannin County	311	226	1089	216	
Grayson County	235	1426	1642	1538	

Source: Crimes in Texas

Staffing law enforcement agencies is a continuous challenge in the Texoma Region. Smaller towns have limited budgets for raises and benefits. With the proximity of the DFW metroplex, trained officers are looking for better pay, benefits, and opportunities to advance, which leaves the rural communities with a shortage of trained officers. Shortage of staff is occurring all over Texas and the nation. Several factors have contributed to a decline in police officer recruitment and retention, such as demanding work, long hours, compensation, lack of advancement opportunities, and public scrutiny. Large agencies have also seen a decline in recruits, citing up to 60%, depending on the area.

Number of Law Enforcement Personnel by County							
Year	Year Cooke County Fannin County Grayson County						
2021	110	70	260				
2022	112	75	270				
2023	122	84	265				

Source: <u>www.cde.ucr.cjis.gov</u> FBI Crime Data Explorer

#### Identified Problem: Staffing and Training

Problem: Law enforcement agencies struggle to fill positions and retain qualified and trained staff.

Solution: Local agencies have the ability to offer competitive wages and benefits to reduce turnover and attract a quality applicant pool.

#### Data

 According to the National Law Enforcement Memorial Fund, in 2024, stated that over the past five years, 1,849 officers died in the line of duty, with 2,745 deaths in the last decade. A study revealed that from 2021 to 2023, more officers were feloniously killed

<sup>\*</sup>The offense and arrest are based on the UCR Part 1 offenses. Actual number of overall offenses and arrests are significantly higher Violent Crimes = total of murder, rape, robbery and assault. \*\*Property Crimes = total of larceny, burglary and auto theft.

- (194) than in any other consecutive three-year period in the past 20 years. Texas recorded the 2<sup>nd</sup> highest number in a state-by-state analysis. <u>www.nleomf.org;</u> www.fbi.gov FBI National Press Office Special Report
- ♦ While there has been a slow decline of officers feloniously killed in the line of duty, a study of data shows the rate of officers assaulted has increased each of the past three years. In 2023, agencies reported 79,091 officers were assaulted, marking the highest officer assault rate in the past 10 years. <a href="www.fbi.gov">www.fbi.gov</a> FBI National Press Office Special Report
- ♦ In 2022, there were approximately 850,000 licensed police officers in the United States, with 85.8% being male and 14.2% being women. In 2021, a new initiative was started to advance the number of women in police to 30% by 2030.

  www.statista.com/statistics www.30x30iniative.org
- ◆ The average number of officers for every 1,000 inhabitants of Texas was 3.93, from statistics in 2022. www.safehome.org
- ♦ While the overall crime rate in Texas experienced a slight increase in 2023, rural areas saw an increase in violent crimes such as robbery and aggravated assault.

  www.dps.texas.gov 2023 Crime in Texas Annual Report
- ◆ Law enforcement nationwide saw 50% more resignations, a 20% spike in retirements and a 5% drop in the number of sworn officers in 2022, according to a survey by the Police Executive Research Forum, a police research and policy nonprofit. Overworked and under-resourced officers may be more likely to leave. <a href="www.policeforum.org">www.policeforum.org</a>
  www.texastribune.org
- Rural law enforcement agencies often face limited funding due to smaller tax bases compared to larger urban areas, making it difficult to offer competitive salaries and benefits. www.smallrural.org Small and Rural Law Enforcement Association
- ♦ The vast majority of police (84%) say they worry about their safety at least some of the time, and roughly the same share (86%) says the public does not understand the risks and challenges they face on the job. − Pew Research Center www.pewresearch.org

#### Potential Response to Problem

- Utilize a regional training calendar to share regional training opportunities. This would allow the most training for the training dollar by filling empty training seats with neighboring agency staff.
- ◆ Partnering with other agencies to create a larger pool of candidates rather than viewing one another as competition has been found to be successful. <a href="www.theiacp.org">www.theiacp.org</a> The State of Recruitment & Retention 2024 Survey Results-A Continuing Crisis for Policing
- ♦ Since 2017, Grayson County Sheriff's office along with Collin, Hunt, Parker, Rockwall, Smith and Tarrant counties put together the North Texas Criminal Interdiction Unit (NTXCIU), a mutual aid task force that has greatly increased the response time and enforcement power of each participating county. Since inception, as of 2024, the unit has further expanded its operations to include other counties as well as activities at the DFW Airport in collaboration with the Department of Homeland Security.

  www.collincountytx.gov Sheriff Lists Press Releases

- ♦ In 2023, Texas enacted the Rural Law Enforcement Grant Program to counties with populations of 300,000 or less intended to help with staffing, training, and equipment purchases. <a href="https://comptroller.texas.gov">https://comptroller.texas.gov</a>
- ♦ North Texas, like many parts of the US, is experiencing a rise in its immigrant and non-English speaking population. This diversity necessitates a law enforcement force that can effectively communicate and interact with these communities. This can also enhance officer safety by enabling them to understand and de-escalate potentially dangerous situations where communication barriers exist. <a href="www.lep.gov">www.lep.gov</a> Overcoming Language Barriers
- Local government officials need to address the staffing shortages in rural police departments. These shortages impact public safety and can add strain to existing officers, considering strategies like financial incentives and targeted recruitment efforts. *TCOG Focus Groups*

Nonprofit organizations in the Texoma Region face funding challenges despite increasing community needs, likely due to a combination of factors including inflation, rising costs, and potential dips in donations. There is a great need for a continuous revenue stream to fulfill program needs and provide long-term solutions. Non-profit agencies depend on grants and donations, which can be unstable and possibly result in a shortage of services.

#### Identified Problem: Funding

Problem: Increased need for funding to provide core victim services within the region.

Solution: Local, state, and national leaders recognize the importance of increasing funding to criminal justice programs.

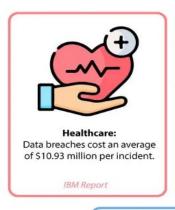
#### Data

- ♦ All three of the counties in the Texoma Region now have 24/7 shelters but are experiencing an increase in needs and clients. All counties are seeing a steady population growth, which is increasing the demand for healthcare, food assistance, and affordable housing. These shortages lead to longer shelter stays and increased demand for programs and resources. TCOG 2022-2025 Community Needs Assessment
- ♦ Violence against Women Act (VAWA) funds in the Texoma Region are used to support investigation and prosecution of violent crimes against women. *Texoma CJD Funding*
- ♦ In 2024, only 9% of violent crime victims reported receiving assistance from a victim service provider. <u>www.nij.ojp.gov</u> Building Knowledge About Victim Services

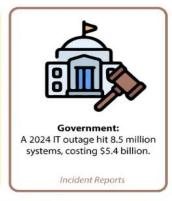
#### Potential Response to Problem

- ♦ Additional funding to assist in providing basic core counseling, legal, and diversion programs.
- Diversify revenue streams, seek partnerships, optimize resource allocations.
- Education of local, county and state officials on importance of funding victim service programs with local budgets.
- ♦ Look for alternate funding sources beyond traditional grants, such as state and local, as well as seeking financial contributions and scholarships from corporations.
- Work with other agencies to pool funding and reduce any duplication of services.
- Mobilize and train community members to support the nonprofits' missions and increase the number of volunteers. Leverage social media to raise awareness and connect with a broader audience.

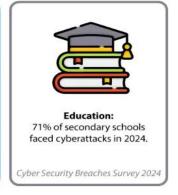
Cybercrime is any criminal activity that involves a computer, network, or networked device to illegally access, transmit, or manipulate data. Examples include phishing, identity theft, ransomware attacks, and hacking. Cybercrimes range from stealing personal information and data, disrupting online services, financial damage, to human and sex trafficking. The damage caused by cybercrime in the US between 2020 and 2025 is estimated to be at a staggering \$639 billion by the end of the year. Texas reported over \$1.35 billion in losses due to internet crime in 2023. This figure placed them as the second-highest state in the US for internet crime.











Source: <a href="https.keepnetlabs.com">https.keepnetlabs.com</a> Statistics 2024 Trends & Data

### Identified Problem: Cyber Security

Problem: Increase in the use of technology to victimize local jurisdictions

Solution: Jurisdictions take protective measures to reduce their risk of being victims.

#### Data

- ◆ The largest documented cybersecurity attack in Texas, in terms of files compromised, at 1.4 million records, was the Texas Tech University Health Sciences Center (TTUHSC) Ransomware Attack in 2024. <a href="www.insider.govtech.com">www.insider.govtech.com</a>
- ♦ In 2023 and 2024, rural Texas water systems experienced several significant cyberattacks, highlighting the vulnerability of the state's critical infrastructure and potential dangers of cyberattacks on these systems. Federal Authorities have emphasized the need for improved cybersecurity protections, but rural underfunded areas face significant challenges due to limited budgets, and reliance on third-party systems. <a href="https://dir.texas.gov">https://dir.texas.gov</a> 2024 Cybersecurity Report
- ◆ In 2023 Texas ranked 7<sup>th</sup> in the nation in identity thefts, with 101,002 reports, which accounted for 350 per 100,000 people. <a href="https://www.businessinsider.com">www.businessinsider.com</a> States with the Most and Least Identity Theft
- ♦ In a 2024 Internet Crime Report from the FBI, Texas ranked 2<sup>nd</sup> out of all states in the number of complaints received by the public. Texans reported \$1.35 billion in losses. <a href="https://www.ic3.gov">www.ic3.gov</a> Federal Bureau of Investigation Internet Crime Report 2024
- ◆ Texans, aged 60 and older, submitted the second highest number of complaints, but suffered the most severe financial losses at \$489.7 million in 2024. <u>www.ic3.gov</u> Federal Bureau of Investigation Internet Crime Report 2024
- ◆ In 2024, US victims of online dating scams lost an estimated \$1.3 billion, with that number not reflecting the true amounts due to 44% of victims not reporting. <a href="www.ftc.gov">www.ftc.gov</a>
  Consumer Protection Data Spotlight Romance Scammers
- ♦ The annual average cost of cybercrime is predicted to hit more than \$23 trillion in 2027, according to former National Security Advisor for Cyber and Emerging Technologies. <a href="https://www.techtarget.com">www.techtarget.com</a>
- ♦ 82% of organizations were hit by at least one cyberattacks in 2024. www.cyberedgegroup.com
- ◆ Cyberattacks in the United States occur at a high frequency, with studies indicating an average of 2,244 attacks per day, translating to approximately every 39 seconds. www.ung.edu Cybersecurity: A Global Priority and Career Opportunity
- ♦ Nearly 3 million Texans were affected by cyberattacks involving over 30 health care companies in 2023. <a href="https://www.govtech.com">www.govtech.com</a>
- ◆ In 2024, over 4,800 organizations deemed critical infrastructure were reported to have been affected by cyber threats. <u>www.ic3.gov</u> Federal Bureau of Investigation Internet Crime Report 2024
- ◆ AI (Artificial Intelligence) significantly impacted cybersecurity in 2024, with AI driven malware and attacks becoming more sophisticated and prevalent. <a href="https://www.tech-adv.com">www.tech-adv.com</a> Cyber Attack Statistics 2024

♦ Recent reports, from 2025, indicate that cyber threats against airlines, airports, and aerospace manufacturers have risen significantly. From 2022-2025, the aviation sector has fallen victim to numerous large scales cyberattacks, affecting communications and operational systems. www.thetac.tech Advancing Aviation Cybersecurity through Collective Action

#### Potential Response to Problem

- ◆ Training employees how to recognize and defend against cyberattacks is the most under spent sector of the cybersecurity industry. www.cybersecurityventures.com
- ♦ Technology is continuously changing. Update cybersecurity procedures regularly- at least annually, but more frequently depending on the specific situation and risk level.
- Reviewing policies and conducting regular risk assessments to help identify areas where security measures should be strengthened.
- ◆ Texas House Bill 3834 requires all agencies with access to a government computer or database to take an annual training course certified by the Texas Department of Information (DIR) yearly.
- Offline backup storage and password protection of all critical data, application and application platforms to ensure data is not lost.
- ♦ The cybersecurity industry is teeming with opportunities. Recruiting graduates to enter the cybersecurity sector will be key to assist with the significant shortage of skilled professionals. In 2025, it is estimated that there will be 750,000 unfilled cybersecurity positions in the US, with over 40,000 of those in Texas.
- ♦ In 2019, the Cyberspace Solarium Commission was founded, created by Congress to develop a consensus on strategies to defend the United States in cyberspace against cyberattacks. CSC has issued more than 80 recommendations to reform the organization.

#### Identified Problem: Transportation

Problem: Lack of public transportation and services in rural areas.

Solution: Expanded public transportation system and additional resources in rural areas.

#### Data

- ♦ About 21% of rural residents are 65 or older, with a median age of 43. *Rural Transit Fact Book, 2024 www.surtc.org*
- ♦ Nearly 16% of adults earning less than the federal poverty level lacked reliable transportation in a 2022 study. <a href="https://www.usnews.com">www.usnews.com</a>
- ◆ Transportation cost burden falls the hardest on lowest income families, spending 30% of their after-tax income on transportation in 2022. <a href="www.bts.gov">www.bts.gov</a> Bureau of Transportation Statistics
- ♦ In 2022, transportation was the second highest household expenditure behind housing. <u>www.bts.gov</u> Bureau of Transportation Statistics

- ◆ Transportation network companies such as Uber and Lyft have launched programs tailored specifically to older adults, but associated costs and the need for special instruction create barriers for our aging population. <a href="www.tti.tamu.edu">www.tti.tamu.edu</a> Identifying Transportation Solutions That Promote Healthy Aging
- Public transportation has a much lower fatality rate per passenger mile compared to driving. The death rate for passenger vehicles is over 60 times higher. www.injuryfacts.nsc.org National Safety Council
- ♦ Studies have shown that the groups most likely to experience gaps in transportation services are disabled, seniors in rural areas, veterans, students, and people experiencing homelessness. 2022-2026 Texoma Region Coordinated Human Services Transportation Plan
- ♦ By 2050, it is predicted that people over 65 will outnumber children for the first time in our nation's history. One-third of the people in or nearing retirement age state that not being able to leave home or drive is a major concern. www.tti.tamu.edu Identifying Transportation Solutions That Promote Healthy Aging
- ♦ In 2023, studies showed at least 4% or 4.3 million rural residents do not have a car and 18% or 19.3 million are in a car-deficit status. <a href="www.link.springer.com">www.link.springer.com</a> Rural-nonrural divide and unmet travel need
- There is a significant impact on elderly and disabled individuals that have barriers to transportations, such as decreased access to healthcare, financial strain, dependence on others, increased stress, feelings of isolation due to limited social participation, as well as lack of medicine and healthy food. <a href="https://www.meetcaregivers.com">www.meetcaregivers.com</a>
- ♦ The Bureau of Transportation Statistics reported in 2021 that 20% of low-income families own no vehicles and the majority (70%) of children from these families rely on school buses to get to school. <a href="www.bts.gov">www.bts.gov</a>
- ♦ In fiscal year 2024, the United States Department of Transportation funds only accounted for 1.7% of the total federal budget of \$6.78 Trillion. <a href="https://usafacts.org">https://usafacts.org</a> What Does the Department of Transportation do?

#### Potential Response to Problem

- ◆ TAPS serves Cooke, Fannin, and Grayson Counties and is open to the public. Rides are required to be scheduled at least 48 business hours in advance and between the hours of 7am to 3pm Monday through Friday. − www.tapsbus.com
- Conducting thorough needs assessment and gaps analysis to include and support data to explain the region's unmet needs and inefficiencies, including regional planning objectives, missions, and goals and create plans to effectively implement a transportation plan.
- ♦ Texoma needs an increase in public transportation agencies and programs as well as make the communities aware of what services are available to them and how to access them.
- ◆ Train elderly people in new enhancing technologies, making it easier for the older population to age in place with greater confidence. <a href="www.tti.tamu.edu">www.tti.tamu.edu</a> Identifying Transportation Solutions That Promote Healthy Aging

- ♦ Paratransit, also known as complementary paratransit, is a crucial supplement to fixedroute public transit, primarily for individuals with disabilities. Ensuring paratransit is available within a specific geographical area and utilized in the Texoma Region.
- ♦ Involve and educate the needs of rural communities to local, county and state officials on importance of funding and expansion of public transportation.

Substance abuse is a major issue in the Texas criminal justice system and has wide-ranging and significant impacts on individuals, families, and society. Currently, the Texoma Region has limited resources available for those with substance abuse issues. People abuse alcohol and drugs for a wide range of reasons. Substance abuse generally leads to a range of negative consequences, including addiction, health problems, relationship issues, financial difficulties, and criminal charges. Drug abuse places a significant toll on hospitals and jails in the Texoma region, impacting resources and straining the capacity of community programs.

#### Identified Problem: Substance Abuse

Problem: High rates of substance abuse, compounded by limited access to funding, treatments, and resources for implementation of prevention programs

Solution: Additional local substance abuse programs, residential treatment centers, funding, and provider availability

#### Data

- ♦ In 2024, 19% of Texas middle and high school students reported a misuse of prescription drugs, with 7% reporting past month misuse, and 22% report lifetime use of marijuana and 14% reporting last month use. <a href="www.healthdata.dshs.texas.gov">www.healthdata.dshs.texas.gov</a> Texas School Survey of Drugs & Alcohol Use
- ◆ In 2022, the average age of first-time alcohol use was 14 years old. <u>www.healthdata.dshs.texas.gov</u> Texas School Survey of Drugs & Alcohol Use
- ◆ In 2023, a total of 1,030 young drivers aged 15-20 years-old were involved in a fatal crash, tested positive for alcohol. www.injuryfacts.nsc.org
- ◆ Twenty-five percent of students in 7th-12th grades used marijuana in the past month, and 13 percent of all surveyed students used an illicit drug before reaching high school. − Beyond ABC www.childrens.com
- ♦ The number of students disciplined for substances fell drastically across all counties due to the impact of the Covid 19 Pandemic. In 2021 virtual instruction made in person attendance optional. Grayson County had the largest number reported at 73 in 2021-2022. Beyond ABC www.childrens.com
- ◆ Addiction costs the United States more than \$1 trillion a year in healthcare, lost productivity, and criminal justice related costs. <a href="https://www.shatterproof.org">www.shatterproof.org</a>
- ♦ Fentanyl is now the top cause of death for Americans ages 18-49, more than car crashes, gun violence, or suicides. <a href="https://www.shatterproof.org">www.shatterproof.org</a>

♦ Five Texans die every day, on average, from fentanyl poisoning, often accidentally. Criminal drug networks are mass producing fake pills as prescription medicines, such as pain killers, or methamphetamine (Adderall) and sell them on social media platforms making them easily accessible to teens or young adults. www.hhs.texas.gov One Pill Kills

#### Potential Response to Problem

- ◆ In 2021, TTOR (Texas Targeted Opioid Response) contracted with UTHSCSA (University of Texas Health Science Center at San Antonio) to streamline funding to community providers and continue efforts to address the opioid crisis, also known as TTOR-Be Well, Texas, RSS whose purpose is to expand a network of organizations that provide peer support, access to recovery housing, employment support and reentry from criminal justice and rehabilitative settings to foster health, home, purpose and community.
- ♦ In 2019, Grayson County launched Restore Intervention to Support and Empower (RISE) youth for ages 14-17, a juvenile drug treatment court. In 2022, after seeing younger children who needed help but were too young for the program, they sought grants to start a court aimed at younger people, called Passage. (Providing Adolescents Safe and Supportive Accountability for Growth and Excellence)
- ♦ The Texas Legislature formed the OAFC (Opioid Abatement Fund Council) in 2021 to ensure money recovered through the joint efforts of the state and its political subdivisions from statewide opioid settlement agreements is allocated fairly and spent to remediate the opioid crisis.
- ♦ In 2024-2025, funding was allocated to distribute Naloxone, a life-saving medication that reverses opioid overdoses throughout the state.
- Schools and programs serving youth can increase awareness, educating youth and their communities prepared for an opioid overdose by having naloxone available and providing training on how to administer it.
- Schools and community programs can update their memorandums of understanding (MOUs) with local first responders to ensure a plan is in place to immediately respond to an overdose.

The United States is in a mental health crisis, according to Mental Health's Analysis, based on data from the Mental Health Services Administration, Centers for Disease Control and Prevention, and the Department of Health and Human Services with nearly 60 million adults affected in the last year. Also, one in five young people ages 12-17 experienced at least one major depressive episode in the same period. Different types of mental illness affect millions of Americans and affect how an individual thinks, feels, acts, or relates to others. Mental health issues have a significant impact on overall physical health.

# "Mental health...is not a destination, but a process. It's about how you drive, not where you're going." Noam Shpancer, PHD

#### Identified Problem: Mental Health Services

Problem: Lack of local identification and treatment services for people with mental health conditions.

Solution: Additional localized mental health resources would allow for earlier detection of mental health disorders

#### Data

- ◆ In FY2024, 53.5 percent of child fatalities involved a parent/caregiver who reported active mental health concerns FY 2024 Child Fatality Annual Report www.dfps.state.tx.us
- ♦ In 2022, Texas's Medicaid program for individuals with intellectual and developmental disabilities waiting lists were growing, with some waiting as long as 19 years due to funding demands and a high demand for services. <a href="www.texasstandard.org">www.texasstandard.org</a>
- ◆ The number of individuals who died by suicide in 2022 was the highest number ever recorded in the United States. <a href="www.mhanational.org">www.mhanational.org</a> Mental Health America 2024 State of Mental Health Report
- ◆ 11.5 million young adults, aged 18-25 reported having a mental illness. www.samhsa.gov National Survey on Drug Use and Health 2023
- ◆ A study in 2024 found that mental health problems cost the U.S. economy more than \$280 billion annually, which is a financial burden comparable to an annual recession. <a href="https://www.ctipp.org">www.ctipp.org</a> Campaign for Trauma-Informed Policy and Practice
- ◆ People with depression have a 40% higher risk of developing cardiovascular and metabolic diseases People with serios mental illness are nearly twice as likely to develop these conditions. <a href="https://www.nami.org">www.nami.org</a>
- ◆ Texas has a limited mental health infrastructure, ranking the third lowest in the number of treatment centers. As of 2024, two-thirds (62.3%) of people with mental illness in

Texas went untreated, due to financial barriers, with nearly one-third of those unable to afford a doctor's visit. <a href="www.healthline.com">www.healthline.com</a> Health News, Best and Worst States for Mental Health Care in the U.S.

#### Potential Response to Problem

- ♦ HERE for Texas is a free, public service initiative program of Grant Halliburton Foundation and North Texas Society of Psychiatric Physicians that connects Texans to information and resources for mental health and addiction. In 2023, they expanded their program with a provider database to make Spanish available, with the Hispanic population comprising the largest ethnic minority group in Texas at 50 percent. <a href="https://www.granthalliburton.org/herefortexas">www.granthalliburton.org/herefortexas</a>
- ◆ Texoma Community Center has offices in Cooke, Fannin, and Grayson Counties which offers Child and Adolescent mental health services, as well as adult, veteran, and outpatient services.
- ♦ Child and Family Guidance Center of Texoma hosted its 14<sup>th</sup> Annual Starfish Benefit. Contributions help provide mental healthcare and resources to over 3,000 children and families in the Texoma Region. https://cfgcenter.org News and Happenings
- ◆ Carrus Behavioral Hospital in Grayson County is a state-of-the-art, 28 bed child and adolescent behavioral facility, providing 24-hour inpatient behavioral care for patients ages 5 through 17 who require a safe and therapeutic environment.

  www.carrushealth.com
- ♦ "Okay to Say" is statewide awareness campaign to increase awareness of mental health issues. The program focuses on increasing awareness and reducing stigma around mental health issues, encouraging people to openly discuss their mental health and to seek help.
- ♦ Youth Empowerment Services (YES) is a program dedicated to helping our youth reach their highest potential through access to a variety of community-based services and supports by reducing out of home placement and inpatient psychiatric treatment by all child serving agencies. www.texomacc.org/youth-empowerment-services
- ♦ Fannin County, Texas has held an annual walk called "FanninWalk4Hope" to raise awareness and funds for suicide prevention. The 2024 event raised over \$32,000 for CommunityWellTX, a local non-profit that supports mental health and suicide prevention programs in the county.
- ♦ In 2023, the 88<sup>th</sup> Texas Legislature delivered a record \$11.68 billion for behavioral health, which was the largest increase in behavioral health funding by any state legislature in US History. <a href="https://mmhpi.org/policy/88th-texas-legislature-regular-session-wrap-up">https://mmhpi.org/policy/88th-texas-legislature-regular-session-wrap-up</a>
- ♦ Additional community gatherings such as The Community Behavioral Health Conference are held annually, intended to further educate and inform Grayson County citizens of the issues surrounding mental health and working to create a more optimistic tomorrow.

## RIPPLE EFFECT

Having a mental illness can make it challenging to live everyday life and maintain recovery. Beyond the individual, these challenges ripple out through our families, our communities, and our world.



People with serious mental illness have an increased risk for chronic disease, like diabetes or cancer

## **PERSON**



34% of U.S. adults with mental illness also have a substance use disorder



Rates of cardiometabolic disease are twice as high in adults with serious mental illness



At least 8.4 million Americans provide care to an adult with an emotional or mental illness

## FAMILY

COMMUNITY



Caregivers spend an average of 32 hours per week providing unpaid care





21% of unhoused people experience serious mental illness



Depressive disorders are the #1 cause of hospitalization for people aged <18 after excluding those related to pregnancy and birth





20% of U.S. Veterans experience mental illness



## WORLD



Depression is a leading cause of disability worldwide



Depression and anxiety disorders cost the global economy \$1 trillion each year in lost productivity









MAMI ■ NAMI Communicate ■ NAMI Communicate ■ www.nami.org



Source: www.nami.org

Texas is among the top states in the U.S. for reported cases of human trafficking. Human traffficking involves the use of force, fraud, or coercion to obtain some type of labor or commercial sexual act. Every year, millions of men, women, and children are trafficked worldwide. In can happen in any community and victims can be any age, race, gender, or nationality. Traffickers use violence, manipulation, false promises of well-paying jobs, and romantic relationships to lure their victims.

#### Identified Problem: Human Trafficking

Problem: Human trafficking is one of the fastest growing criminal enterprises

Solution: Learn the indicators and be actively involved in our communities

#### Data

- ♦ In 2024, Texas law enforcement agencies made 2,087 arrests. Approximately 387 human trafficking victims were recovered in a 6-month time frame. OAG resolved 76 human trafficking and sexual exploitation cases in 25 counties, securing 23 convictions for a total of 292 years in prison, with 5 life sentences. At the time of this report, there were 45 pending cases in 15 counties. <a href="www.tdlr.texas.gov">www.tdlr.texas.gov</a> Human Trafficking Prevention Council Strategic Plan Report 2024
- ◆ Texas ranked 2<sup>nd</sup> nationally for human trafficking in 2023 with 900 cases identified and 1,723 human trafficking victims involved. <a href="https://www.worldpopulationreview.com">www.worldpopulationreview.com</a> Human Trafficking Statistics by State
- ♦ In 2023, the National Center for Missing and Exploited Children (NCMEC) received over 18,420 reports of possible sex trafficking. Additionally, of the more than 28,800 cases of children reported missing, it is estimated that 1 in 6 of those were likely victims of sex trafficking. <a href="https://www.missingkids.org">www.missingkids.org</a> 2023-ncmec-our-impact
- Human Traffickers prey on vulnerable children, such as children raised in foster care, homeless, unemployed, runaways, or survivors of physical or emotional abuse. www.cops.doj.gov
- ◆ There were 30,162 signals received by the National Human Trafficking Hotline in 2023, 7,380 signals received were from victims or survivors of human trafficking. www.humantraffickinghotline.org/en/statistics
- ◆ The US Department of Labor reported 1,691 cases of child labor violations affecting over 10,000 minors between October 2022 and September 2024. Migrants are 3 times more likely to experience forced labor, especially unaccompanied children entering through the US-Mexico Border. <a href="www.walkfree.org">www.walkfree.org</a>

#### Potential Response to Problem

- ♦ Blue Lightning Initiative is an element of the DHS's Blue Campaign to identify potential traffickers and victims and to report suspicions to federal law enforcement. To date, over 150 aviation industry partners have trained more than 400,000 employees through BLI. <a href="www.transportation.gov/stop-human-trafficking/BLI">www.transportation.gov/stop-human-trafficking/BLI</a>
- ◆ Texas' Office of Attorney General implemented a new CSE-IT (Commercially Sexually Exploited- Identification Tool) training in FY23-24, specifically for law

- enforcement and criminal justice personnel. Over 900 individuals were trained. www.tdlr.gov Human Trafficking Prevention Council Strategic Plan Report 2024
- ♦ In 2023, The Texas Education Agency developed "No Trafficking Zone" rules and signage templates for school districts, describing warning signs of the human trafficking criminal offense to help educate faculty and students. <a href="www.tdlr.gov">www.tdlr.gov</a> Human Trafficking Prevention Council Strategic Plan Report 2024
- ◆ The Trump administration has designated international drug cartels as Foreign Terrorist Organizations, which enables a whole-of-government to approach to dismantle their human trafficking operations. <a href="www.dhs.gov">www.dhs.gov</a> Department of Homeland Security Promises Made, Promises Kept
- ◆ As of June 2024, HHSC approved over 118 human trafficking trainings for health care practitioners. <a href="www.tdlr.texas.gov">www.tdlr.texas.gov</a> Human Trafficking Prevention Council Strategic Plan Report 2024
- ◆ Texas Alcohol and Beverage Commission (TABC) created a human trafficking course for police officers and TCOLE (Texas Commission on Law Enforcement) approved the training. <a href="www.tdlr.texas.gov">www.tdlr.texas.gov</a> Human Trafficking Prevention Council Strategic Plan Report 2024
- ◆ In FY2023, DFPS released its second annual Light the Way End Human Trafficking-Human Trafficking Prevention Month Participation Guide. The Guide was disseminated to over 90,000 stakeholders and highlighted efforts and information on human trafficking from OOG and OAG. <a href="https://www.tdlr.texas.gov">www.tdlr.texas.gov</a> Human Trafficking Prevention Council Strategic Plan Report 2024

## What is Human **Trafficking?**





#### **HUMAN TRAFFICKING**

Force, fraud or coercion to obtain some type of labor or a commercial sex act.

Under U.S. law, anyone under the age of 18 who is engaged in commercial sex is a victim of human trafficking regardless if force, fraud or coercion is present.

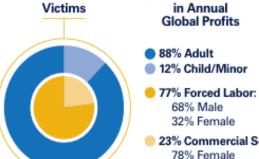
#### Actions constituting human trafficking include:

Recruiting Harboring Transporting Providing

Obtaining Sex trafficking only: Patronizing, Soliciting, and Advertising

#### **ESTIMATED GLOBAL PREVALENCE**

#### 27.6 million Victims



23% Commercial Sex:

22% Male

\$236 billion

#### U.S. NATIONAL HUMAN TRAFFICKING **HOTLINE REPORTS IN 2023**







30,162 Signals

Victims

#### **VICTIMS & TRAFFICKERS MAY BE...**

any age, race, ethnicity, sex, ability, nationality, citizenship, or socioeconomic status. They may be alone or in a group.

#### SELECT VENUES FOR SEX TRAFFICKING



Stripping



Pornography



Prostitution



Illicit Massage



Escort

#### SELECT VENUES FOR LABOR TRAFFICKING



**Domestic Work** 



Hospitality



Agriculture



Construction



Maritime



Child Labor

Source: www.transportation.gov DOT Human Trafficking Infographic

Appendix A
Texoma Criminal Justice Grant Funding History

	PSO Funding History FY20-FY25										
	FY20	FY21	FY22	FY23	FY24	FY25	Total FY20-FY25				
Criminal Justice	\$91,702	\$97,784	\$92,826	\$105,449	\$109,580	\$93,639	\$590,980				
Victims of Crime	\$679,669	\$502,365	\$606,450	\$740,279	\$662,541	\$725,960	\$3,917,264				
Juvenile Justice	\$50,000	\$41,144	\$31,976	\$26,124	\$27,783	\$26,986	\$204,013				
Violence Against Women	\$33,536	\$33,536	\$31,875	\$33,536	\$33,536	\$35,213	\$201,232				
TOTALS	\$854,907	\$674,829	\$763,127	\$905,388	\$883,440	\$884,798	\$4,913,489				

Texoma PSO Grant Funds by Fund Source 2023-2024								
		2023		2024				
Funding Category	COG- Reviewed	Not COG- Reviewed	Total	COG- Reviewed	Not COG- Reviewed	Total		
JAG-Byrne Justice Assistance		\$15,709	\$15,709	\$	\$12,589	\$12,589		
Juvenile Justice	\$26,124		\$26,124	\$27,783		\$27,783		
Victims of Crime Act	\$740,279		\$740,279	\$662,541		\$662,541		
Violence Against Women Act	\$33,536	\$0	\$33,536	\$33,536		\$33,536		

#### Texoma Region Community Plan Appendix B Plan Resources

- US Census Bureau <u>www.census.gov</u>
- Texas Demographic Center <u>https://demographics.texas.gov</u>
- Grayson County Juvenile Detention Center
- Biennium Report 2023 <u>www.tjjd.texas.gov</u>
- 2022 Final Statistic Report-The State of Juvenile Probation Activity in Texas <a href="www.tjjd.texas.gov">www.tjjd.texas.gov</a>
- The State of Juvenile Probation Activity in Texas <u>www.tjjd.texas.gov</u>
- Gun Violence in the United States 2022 www.publichealth.jhu.edu
- Juveniles Incarcerated in U.S. Adult Jails and Prisons-Stats <a href="https://bjs.ojp.gov">https://bjs.ojp.gov</a>
- 2022 Final Statistic Report- Juvenile Referral Activity www.tjjd.texas.gov
- TJJD Data and Statistics 2024 www.tjjd.texas.gov
- Statistical Briefing Book 2022 https://bjs.ojp.gov
- Texas Municipal Courts Education Center www.tmcec.com
- Juvenile Delinquency Intervention and Treatment https://nij.ojp.gov
- The Impact of Second Chance Programs https://www.ojp.gov
- Post Adjudication Facility Information https://www.co.grayson.tx.us
- Honoring Texas Victims 2023 Report www.tcfv.org
- http://www.nih.gov
- October 2024, annual VPD study released for Domestic Abuse Awareness <u>www.vpc.org</u>
- Statista Research Department <u>www.statista.com</u>
- https://www.thehotline.org/stakeholders/domesticviolence-statistics
- Honoring Texas Victims 2023 Report www.tcfv.org
- Texas School Safety Center https://txssc.txstate.edu
- Violence Against Women Reauthorization Act Press Release <a href="https://www.murkowski.senate.gov">https://www.murkowski.senate.gov</a>
- TCOG Focus Groups and Interviews
- Domestic Violence Trauma Research Q & A www.columbiapsychiatry.org
- www.joyfulheartfoundation.org
- Protection from Violence or Abuse www.texaslawhelp.org
- Crimes in Texas <a href="https://txucr.nibrs.com">https://txucr.nibrs.com</a>
- www.texprotects.org
- www.dfps.texas.gov
- Beyond ABC <u>www.childrens.com</u>
- www.kxii.com
- Texas DFPS Fiscal Year 2024 Annual Report www.dfps.texas.gov
- Beyond ABC www.childrens.com
- National Statistics on Child Abuse www.nationalchildrensalliance.org

- www.texascasa.org
- www.dfps.gov
- www.texasfostercare.com
- Summary of Recent Texas Legislation www.caltrin.org
- Beyond ABC 2023-2024 www.childrens.com
- www.dfps.gov/About DFPS/Data Book/Child Protective Investitations/Victims.asp
- Data from US Census Bureau; <u>www.datacenter.aecf.org;</u> DFPS Data Books FY2019-2024 <u>www.dfps.state.tx.us</u>
- Texoma Regional Interoperable Communications
  Plan
- 2024 Texoma Implementation Plan
- 2024 Texoma Regional Stakeholder Preparedness Report
- FY25 CJD Grant Application
- Children's Bureau <a href="https://acf.gov/cb/report/child-maltreatment-2023">https://acf.gov/cb/report/child-maltreatment-2023</a>
- Defense Logistics Agency https://www.dla.mil
- Uniform Crime Reporting www.fbi.gov
- Crimes in Texas <a href="https://txucr.nibrs.com">https://txucr.nibrs.com</a>
- FBI Crime Data Explorer www.cde.ucr.cjis.gov
- www.nleomf.org; www.fbi.gov FBI National Press Office Special Report
- FBI National Press Office Special Report www.fbi.gov
- 30 X 30 Initiative <a href="https://www.statista.com/statistics;">www.30x30iniative.org</a>
- www.safehome.org
- 2023 Crime in Texas Annual Report www.dps.texas.gov
- www.policeforum.org; www.texastribune.org
- Small and Rural Law Enforcement Association www.smallrural.org
- Pew Research Center <u>www.pewresearch.org</u>
- The State of Recruitment & Retention 2024 Survey Results-A Continuing Crisis for Policing www.theiacp.org
- Sheriff Lists Press Releases www.collincountytx.gov
- https://comptroller.texas.gov
- Overcoming Language Barriers <u>www.lep.gov</u>
- TCOG Focus Groups and Interviews
- TCOG 2022-2025 Community Needs Assessment
- Texoma CJD Funding
- Building Knowledge About Victim Services <u>www.nij.oip.gov</u>
- Statistics 2024 Trends & Data https.keepnetlabs.com
- www.insider.govtech.com
- 2024 Cybersecurity Report <a href="https://dir.texas.gov">https://dir.texas.gov</a>
- States with the Most and Least Identity Theft www.businessinsider.com

- Federal Bureau of Investigation Internet Crime Report 2024 www.ic3.gov
- Consumer Protection Data Spotlight Romance Scammers www.ftc.gov
- www.techtarget.com
- www.cyberedgegroup.com
- Cybersecurity: A Global Priority and Career Opportunity <u>www.ung.edu</u>
- www.govtech.com
- Federal Bureau of Investigation Internet Crime Report 2024 www.ic3.gov
- Cyber Attack Statistics 2024 <u>www.tech-adv.com</u>
- Advancing Aviation Cybersecurity Through Collective Action <u>www.thetac.tech</u>
- <u>www.cybersecurityventures.com</u>
- Rural Transit Fact Book, 2024 www.surtc.org
- www.usnews.com
- Bureau of Transportation Statisticswww.bts.gov
- Identifying Transportation Solutions That Promote Healthy Aging www.tti.tamu.edu
- Rural-Nonrural Divide and Unmet Travel Need www.link.springer.com
- www.meetcaregivers.com
- What Does the Department of Transportation Do? https://usafacts.org
- www.tapsbus.com
- Identifying Transportation Solutions That Promote Healthy Aging www.tti.tamu.edu
- Texas School Survey of Drugs & Alcohol Use www.healthdata.dshs.texas.gov
- www.injuryfacts.nsc.org
- Beyond ABC <u>www.childrens.com</u>
- www.shatterproof.org
- One Pill Kills <u>www.hhs.texas.gov</u>
- FY 2024 Child Fatality Annual Report www.dfps.state.tx.us
- www.texasstandard.org

- Mental Health America 2024 State of Mental Health Report www.mhanational.org
- National Survey on Drug Use and Health 2023 www.samhsa.gov
- Campaign for Trauma-Informed Policy and Practice www.ctipp.org
- www.nami.org
- Health News, Best and Worst States for Mental Health Care in the U.S. www.healthline.com
- www.granthalliburton.org/herefortexas
- https://texomacc.org/locations/
- News and Happenings <a href="https://cfgcenter.org">https://cfgcenter.org</a>
- www.carrushealth.com
- www.texomacc.org/youth-empowerment-services
- https://fanninwalk4hope.org/
- <a href="https://mmhpi.org/policy/88th-texas-legislature-regular-session-wrap-up">https://mmhpi.org/policy/88th-texas-legislature-regular-session-wrap-up</a>
- www.nami.org
- Human Trafficking Prevention Council Strategic Plan Report 2024 <a href="https://www.tdlr.texas.gov">www.tdlr.texas.gov</a>
- Human Trafficking Statistics by State www.worldpopulationreview.com
- 2023-ncmec-our-impact www.missingkids.org
- Who is the Most Vulnerable to Human Trafficking? www.cops.doj.gov
- www.humantraffickinghotline.org/en/statistics
- www.transportation.gov/stop-humantrafficking/BLI
- Human Trafficking Prevention Council Strategic Plan Report 2024 www.tdlr.gov
- Department of Homeland Security Promises Made, Promises Kept www.dhs.gov
- DOT Human Trafficking Infographic www.transportation.gov
- 2023 Crimes by Jurisdiction Report <u>www.dps.texas.gov</u>

### Texoma Region Community Plan Appendix C

#### 2023 Crime by Agency\*

\*The offense and arrest are based on the UCR Part 1 offenses. The actual number of overall offenses and arrests is significantly higher

			Cooke C	County				
Agency	Murder	Rape	Robbery	Assault	Burglary	Larceny	Auto Theft	Total
COOKE CO SO								
Number of Offenses	0	5	1	9	19	37	11	82
Rate Per 100,000	0	20.4	4.1	36.6	77.4	150.6	44.8	333.8
Number of Arrests	0	1	0	2	3	1	2	9
GAINESVILLE PD			1			l .	1	
Number of Offenses	2	9	0	45	41	251	33	384
Rate Per 100,000	11.0	49.5	72.8	247.7	225.7	1381.6	181.6	2113.7
Number of Arrests	1	3	0	14	6	67	5	96
			Fannin (	County	l	l .	l	
Agency	Murder	Rape	Robbery	Assault	Burglary	Larceny	Auto Theft	Total
BONHAM PD								
Number of Offenses	0	0	0	0	0	0	0	0
Rate Per 100,000	0	0	0	0	0	0	0	0
Number of Arrests	0	0	0	0	0	0	0	0
FANNIN CO SO						l .	•	
Number of Offenses	0	10	1	24	94	63	15	207
Rate Per 100,000	0	46.4	4.6	111.3	435.9	292.2	69.6	960.0
Number of Arrests	0	0	0	13	11	24	5	53
			Grayson	County				1
Agency	Murder	Rape	Robbery	Assault	Burglary	Larceny	Auto Theft	Total
COLLINSVILLE PD								
Number of Offenses	0	2	0	0	1	0	0	3
Rate Per 100,000	0	95.9	0	0	47.9	0	0	143.8
Number of Arrests	0	0	0	1	0	0	0	1

DENISON PD								
Number of Offenses	3	13	4	47	52	143	34	299
Rate Per 100,000	11.0	47.7	14.7	172.4	190.7	524.6	124.7	1096.8
Number of Arrests	1	0	2	10	3	7	1	25
GRAYSON CO SO								
Number of Offenses	2	25	3	41	66	178	18	336
Rate Per 100,000	4.5	56.6	6.8	92.9	149.5	403.1	40.8	761
Number of Arrests	2	1	1	20	13	8	4	49
GRAYSON COLLEGE PD								
Number of Offenses	0	0	0	1	0	0	0	1
Rate Per 100,000	0	0	0	0	0	0	0	0
Number of Arrests	0	0	0	0	0	0	0	0
HOWE PD								
Number of Offenses	0	0	0	1	3	12	4	20
Rate Per 100,000	0	0	0	26.6	79.9	319.5	106.5	532.5
Number of Arrests	0	0	0	0	2	1	2	5
POTTSBORO PD								
Number of Offenses	0	0	0	4	6	8	0	18
Rate Per 100,000	0	0	0	138.0	207.0	276.1	0	621.1
Number of Arrests	0	0	0	4	0	0	0	4
SHERMAN PD								
Number of Offenses	3	29	16	145	215	378	87	876
Rate Per 100,000	6.5	63.1	34.8	315.6	468	822.8	189.4	1906.8
Number of Arrests	2	0	5	54	72	31	4	168
TIOGA PD		<u>.</u>						
Number of Offenses	0	0	0	0	0	0	0	0
Rate Per 100,000	0	0	0	0	0	0	0	0
Number of Arrests	0	0	0	0	0	0	0	0
VAN ALSTYNE PD		ı		1	ı	1	1	1
Number of Offenses	0	0	1	6	3	32	0	42
Rate Per 100,000	0	0	13.9	83.3	41.6	444.3		583.1
Number of Arrests	0	0	0	2	0	2	1	5

Agency	Murder	Rape	Robbery	Assault	Burglary	Larceny	Auto Theft	Total
WHITESBORO PD	_							
Number of Offenses	0	0	1	3	1	9	3	18
Rate Per 100,000	0	0	22.7	68.2	22.7	204.7	68.2	409.5
Number of Arrests	0	0	2	2	0	0	0	4
WHITEWRIGHT PD						1		
Number of Offenses	0	0	0	1	4	6	0	11
Rate Per 100,000	0	0	0	53.9	215.5	323.3	0	592.7
Number of Arrests	0	0	0	0	0	0	0	0

Agency	Murder	Rape	Robbery	Assault	Burglary	Larceny	Auto Theft	Total
		T	exoma Reg	gion Total	ls			
Number of Offenses	8	69	25	251	356	783	148	1650
Number of Arrests	5	1	10	93	90	49	13	262

Source: www.dps.texas.gov 2023 Crimes by Jurisdiction Report

### **Texoma Region Community Plan** Appendix D

#### **2025 TCOG Criminal Justice Community Survey**

In your opinion, have the following Juvenile Justice issues increased, stayed the same, or

decreased in the Texoma Region over the past 5 years?

<u> </u>	Increased-	Stayed the Same-	Decreased-	Total-
Alcohol Abuse	54.17%	44.44%	1.39%	72
Prescription and Over the Counter Drug Abuse	61.11%	37.50%	1.39%	72
Drug Abuse (Methamphetamine, Marijuana, Etc.)	80.56%	18.06%	1.39%	72
Other Substance Abuse (Spice, Bath Salts, Etc.)	52.78%	31.94%	15.28%	72
Violent Crimes	57.75%	38.03%	4.23%	71
Property Crimes	68.06%	26.39%	5.56%	72
Sex Crimes	48.61%	48.61%	2.78%	72
Human Trafficking	54.17%	41.67%	4.17%	72
Other (Bullying, Sexting, Etc.)	81.94%	15.28%	2.78%	72
Social Media Crimes	88.73%	11.27%	0.00%	71

In your opinion, have the following Adult Crime issues increased, stayed the same, or decreased in the Texoma Region over the past 5 years?

in the Texonia Region over the past 3 years.	Increased	Stayed the Same	Decreased	Total-
Alcohol Abuse	73.97%	23.29%	2.74%	73
Prescription and Over the Counter Drug Abuse	78.08%	20.55%	1.37%	73
Drug Abuse (Methamphetamine, Marijuana, Etc.)	84.72%	12.50%	2.78%	72
Other Substance Abuse (Spice, Bath Salts, Etc.)	63.38%	26.76%	9.86%	71
Violent Crimes	72.60%	24.66%	2.74%	73
Property Crimes	78.08%	17.81%	4.11%	73
Sex Crimes	69.44%	29.17%	1.39%	72
ID Theft and Cyber Crimes	93.15%	5.48%	1.37%	73
Human Trafficking	75.34%	19.18%	5.48%	73

In your opinion, have the following Law Enforcement issues increased, stayed the same, or decreased in the Texoma Region over the past 5 years?

accioused in the Texoma Region ever a	Increased	Stayed the Same	Decreased	Total
Public Knowledge of Service Organizations	35.62%	49.32%	15.07%	73
Non-English Speaking Victims	73.61%	25.00%	1.39%	72
Victims of Physical Abuse	75.00%	25.00%	0.00%	72
Sexual Assault	65.75%	34.25%	0.00%	73
Child Abuse	73.97%	21.92%	4.11%	73
Elder Abuse	72.22%	26.39%	1.39%	72
Dating Violence	63.89%	34.72%	1.39%	72
Need for Shelter Facilities	83.33%	12.50%	4.17%	72
Media/Social Media Influence	81.94%	18.06%	0.00%	72

Which of the following statements describes the public awareness of services and resources within the Texoma Region?

	Responses
The public is very aware of the services and resources.	1.37%
The public is aware of many of the services and resources.	46.58%
The public is not aware of the services and resources.	52.05%

Which methods do you feel help raise public awareness of services and resources?

	Responses
Resource Fairs	51.39%
Brochures	29.17%
Media Advertising	93.06%
Regional Resource Book	36.11%
Other	15.28

#### **County of Residence**

Cooke= 4.17% Fannin= 11.11% Grayson= 84.72%



TO: TCOG Governing Board

THRU: Eric M. Bridges, Executive Director

FROM: Judy Fullylove, Energy Services Director 97

DATE: October 6, 2025

RE: U. S. Department of Energy (DOE-BIL) Contract Bipartisan Infrastructure Law

Amendment #3

#### RECOMMENDATION

Approve the FY 2022 DOE-BIL Weatherization Assistance Program Contract Amendment #3.

#### **BACKGROUND**

WAP is designed to help low-income customers control their energy costs through installation of weatherization materials and education. Energy efficiency improvements include treatment of air infiltration, and insulation; replacement of appliances, furnaces, air conditioners and hot water heaters. Health and safety hazards such as lead, radon, and carbon monoxide are addressed. All Weatherization measures installed shall meet or exceed the Standard Work Specifications and verified by a Quality Control Inspector.

#### **DISCUSSION**

The contract revises the cost per unit (CPU) allowed per household. The CPU increased from \$8,250.00 to \$8,547.00, an increase of \$297. Contract period is July 15, 2023 through June 30, 2026.

#### **BUDGET**

No change in budget.

## TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS AMENDMENT NO. 3 TO CONTRACT NUMBER 55220004065 FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

Awarding Federal Agency: United States Department of Energy TDHCA Federal Award Number: EE-0010018

Award Year (Year of Award from DOE to TDHCA): 2022

Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment No. 3 to FY 2022 U. S. Department of Energy ("DOE") Bipartisan Infrastructure Law ("BIL") Weatherization Assistance Program Contract Number 55220004065 by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and Texoma Council of Governments, a political subdivision of the State of Texas ("Subrecipient") hereinafter collectively referred to as "Parties".

#### **RECITALS**

WHEREAS, the Department and Subrecipient, respectively, executed FY 2022 U. S. Department of Energy ("DOE") Bipartisan Infrastructure Law ("BIL") Weatherization Assistance Program Contract Number **55220004065** and

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

#### **AGREEMENTS**

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

- 1. Exhibit A. <u>Budget and Performance Statement</u>, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.
- 2. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.
- 3. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
- 4. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.
- 5. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.
- 6. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

Page 57 Page 1 of 4

- 7. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
- 8. This Amendment shall be effective and memorializes an effective date of September 01, 2025.

WITNESS OUR HAND EFFECTIVE: September 01, 2025

#### 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 AMENDMENT NO. 3 TO CONTRACT NUMBER 55220004065 FOR THE FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

#### **EXHIBIT A**

#### **BUDGET AND PERFORMANCE STATEMENT**

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

#### **DEPARTMENT FINANCIAL OBLIGATIONS**

\$ 1,208,047.00	DOE WAP FUN	NDS CURRENTLY	AVAILABLE		
\$ 350,000.00	TRAINING 8 AVAILABLE	& TECHNICAL	ASSISTANCE	FUNDS	CURRENTLY
\$ 1,208,047.00	TOTAL ANTICI	PATED DOE WAP	FUNDS		
\$ 350,000.00	TOTAL ANTICI	PATED TRAINING	& TECHNICAL AS	SSISTANCE	FUNDS

Additional funds may be obligated via written amendment(s). Funds shall be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

#### **BUDGET FOR AVAILABLE ALLOCATIONS**

CATEGORIES	FUNDS
Administration	\$ 134,148.00
Liability / Pollution Occurrence Insurance	\$ 17,630.00
Fiscal Audit	\$ 5,000.00
Materials / Program Support / Labor	\$ 893,579.00
Health and Safety	\$ 157,690.00
SUB-TOTAL	\$ 1,208,047.00
Training and Technical Assistance	\$ 350,000.00
TOTAL	\$ 1,558,047.00

Page 59

#### **FOOTNOTES TO BUDGET**

- Denotes that the Subrecipient must request in writing any amendment needed to a budget category before TDHCA will make any amendments. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit, Training and Technical Assistance and/or the Health and Safety categories.
- Denotes maximum dollar amount permitted for administration based on **8.61**% of the total allowable expenditures.
- Denotes maximum \$10,000 for liability insurance and the remaining balance for pollution occurrence insurance.
- · Denotes the maximum allowed for Health and Safety expenditures.
- · DOE BIL WAP funding may not be leveraged with DOE Annual grant funding.

Work orders must be submitted to weatherization contractors no later than June 30, 2026 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than June 30, 2026.

Grantees are advised that any weatherization work must be completed and inspected, and all necessary monitoring and follow-up activities must be completed, by the performance period end date of the contract. If costs are incurred after the performance period, these costs must be covered by another funding source. The following exception is minimal administrative costs that may be insurred within 45 days after the performance period end date for closeout and final reporting.

These costs shall be reported on the final report described in Section 10 of this Contract.

Subrecipient shall provide WAP activities sufficient to expend the Contract funds during the Contract Term. WAP costs per Dwelling Unit (materials, labor, and program support), excluding health and safety expenses, EFFECTIVE July 1, 2025, shall not exceed \$8,547 total cost per Dwelling Unitnit without prior written approval from the Department. The cumulative total cost per Dwelling Unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

Subrecipient has a federally approved indirect cost rate of 32.29%.



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

TO: TCOG Governing Board

FROM: Eric Bridges, Investment Officer 6Mb

DATE: July 21, 2025

RE: Quarterly Investment Report

#### RECOMMENDATION

Accept the report of investments for the period July, 1, 2025 through September 30, 2025

#### **BACKGROUND**

In accordance to the Public Funds Investment Act, the provisions of TCOG adopted investment Policy require that the Investment Officer present a quarterly report of investments for review and acceptance by the Governing Board. TCOG's investment objective is to preserve principal, liquidity, and yield consistent with the Texas Public Funds Investment Act (TPFIA).

#### DISCUSSION

The Quarterly Investment Report demonstrates that TCOG's portfolio is meeting its Policy objectives.

TEXOMA COUNCIL OF GOVERNMENTS  SCHEDULE OF INVESTMENTS									
FOR QUARTER ENDED SEPTEMBER 30, 2025									
Description	Туре	7 Day Net Yield	Maturity	FMV 7/1/2025	Withdrawals	Additions	Total Accrued Interest Deposited	FMV 9/30/2025	Interest Accrued In Quarter
TexPool	Investment Pool	4.17%	N/A	339,983.05	(50,000.00)	55,516.00	3,665.04	349,164.09	3,665.04

#### **BUDGET**

Quarterly increase in FMV of \$9,181.04

**SIGNATURE** 

En Buely



TO: TCOG Governing Board

THRU: Eric M. Bridges, Executive Director

FROM: Rayleen Bingham, Section 8 Housing Program Manager

**DATE**: October 16, 2025

RE: Section 8 Family Self-Sufficiency (FSS) Coordinator Grant

#### RECOMMENDATION

Authorize submission and if awarded, the acceptance of the Annual Section 8 Family Self Sufficiency Coordinator Grant of \$266,500.

#### **BACKGROUND**

The goal of the FSS Program is to provide clients with tools necessary to achieve financial self-sufficiency. Eligible clients are residents in the Section 8 Program who enter a contract of participation identifying individual goals that result in achieving self-sufficiency.

#### DISCUSSION

The FSS Program Coordinators work one on one with each participant to ensure they receive the supportive services they need to achieve greater economic independence. To date, 140 clients have successfully graduated from the program. Currently there are 101 program participants and TCOG is eligible to request renewal funding for two (2) full-time Coordinators. The grant application includes a request for FY2025 of \$266,500 for renewal of two (2) Family Self Sufficiency Coordinator positions. Funding requests are restricted to HUD's "Baseline Funding per Position" plus a 2.5% increase for 2026, and the number of FSS Coordinators supported by PIC data. The contract period is January 1, 2026 - December 31, 2026.

#### **BUDGET**

The funding of \$266,500 will provide for FY2025 salary, fringe and training benefits for the renewal of two (2) Family Self Sufficiency Program Coordinators.

Application for Federal Assi	stance SF-424	Version 04		
* 1. Type of Submission:  Preapplication  Application	* 2. Type of Application:  * If Revision, select appropriate letter(s):  Ocontinuation  * Other (Specify)			
OChanged/Corrected Application	Revision			
* 3. Date Received:	4. Applicant Identifier:			
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:			
State Use Only:	<u> </u>			
6. Date Received by State:	7. State Application Identifier:			
8. APPLICANT INFORMATION:				
* a. Legal Name:				
* b. Employer/Taxpayer Identification	Number (EIN/TIN): * c. UEI:			
d. Address:	•			
* Street1:				
Street2:				
* City:				
County:				
* State:				
Province:				
* Country:				
* Zip / Postal Code:				
e. Organizational Unit:				
Department Name:				
Division Name:				
f. Name and contact information of	person to be contacted on matters involving this application:			
Prefix:	* First Name:			
Middle Name:				
* Last Name:				
Suffix:				
Title:		,		
Organizational Affiliation:				
* Telephone Number:	Fax Number:			
* Email:				

Application for Federal Assistance SF-424	Version 04		
9. Type of Applicant 1: Select Applicant Type:	_		
Type of Applicant 2: Select Applicant Type:	7		
Type of Applicant 3: Select Applicant Type:			
туре от принам. Солостиристи туре.	7		
L * Other (specify):	J		
* 10. Name of Federal Agency:			
11. Catalog of Federal Domestic Assistance Number:			
CFDA Title:			
* 40 Funding Opposituative Number			
* 12. Funding Opportunity Number:			
* Title:			
Family Self-Sufficiency (FSS) - Renewal Applicants			
13. Competition Identification Number:			
13. Competition identification Number.			
Title:			
Family Self-Sufficiency (FSS) - Renewal Applicants			
14. Areas Affected by Project (Cities, Counties, States, etc.):			
TA: Areas Arrested by Froject (Chiles, Countries, States, Co.).			
	_		
* 15. Descriptive Title of Applicant's Project:  Texoma Council of Governments - Housing Choice VoucherFamily Self-Sufficiency Coordinators			
Toxonia Coding of Covernments - Flousing Choice Voucher affility Cell-Culticlericy Cooldinators			
Attach supporting documents as specified in agency instructions.			

Application	for Federal Assistance SF-424	ersion 04		
16. Congressional Districts Of:				
* a. Applicant	* b. Program/Project:			
Attach an additi	ional list of Program/Project Congressional Districts if needed.			
17. Proposed F	Project:			
* a. Start Date:	* b. End Date:			
18. Estimated	Funding (\$):			
* a. Federal				
* b. Applicant				
* c. State				
* d. Local				
* e. Other				
* f. Program Inc	nome			
* g. TOTAL				
* 19. Is Applica	ation Subject to Review By State Under Executive Order 12372 Process?			
a. This applie	cation was made available to the State under the Executive Order 12372 Process for review on			
b. Program i	is subject to E.O. 12372 but has not been selected by the State for review.			
c. Program i	s not covered by E.O. 12372.			
* 20. Is the App	plicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)			
Yes	○ No			
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)				
** I AGREE				
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.				
Authorized Representative:				
Prefix:	* First Name:			
Middle Name:				
* Last Name:				
Suffix:				
* Title:				
* Telephone Nu	mber: Fax Number:			
* Email:				
* Signature of A	authorized Representative: * Date Signed:			

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005) Prescribed by OMB Circular A-102

Application for Federal Assistance SF-424	Version 04
* Applicant Federal Debt Delinquency Explanation	
The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.	



TO: TCOG Governing Board

THRU: Eric M. Bridges, Executive Director

**FROM**: Judy Fullylove, Energy Services Director 97

DATE: October 7, 2025

RE: U. S. Department of Energy (DOE) Contract for Program Year 2025

#### RECOMMENDATION

Approve the 2025 DOE contract for the Weatherization Assistance Program (WAP) provided through the Texas Department of Housing and Community Affairs (TDHCA). Contract #56250004492.

#### **BACKGROUND**

WAP is designed to help low-income customers control their energy costs through installation of weatherization materials and education. Energy efficiency improvements include treatment of air infiltration, and insulation; replacement of appliances, furnaces, air conditioners and hot water heaters. Health and safety hazards such as lead, radon, and carbon monoxide are addressed. All Weatherization measures installed shall meet or exceed the Standard Work Specifications and verified by a Quality Control Inspector.

#### **DISCUSSION**

The DOE contract funds serves income eligible customers in the 19 county service area of: Bowie, Camp, Cass, Collin, Cooke, Delta, Denton, Fannin, Franklin, Grayson, Hopkins, Hunt, Lamar, Marion, Morris, Rains, Red River, Rockwall and Titus. Funds can be leveraged with other sources to provide maximum weatherization benefits.

Contract period is July 1, 2025 through June 30, 2026

#### **BUDGET**

Total budget amount \$537,170. The costs associated with contract delivery are: Labor, Materials, Health & Safety, Staff Salaries, Fringe Benefits, Training & Technical Assistance, Liability/ Pollution occurrence Insurance, Fiscal Audit, and Administrative Costs. These Costs shall not exceed \$8547.00 CPU allowable by the end of the Contract Term.

#### TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NUMBER **56250004492** FOR THE FY 2025 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

Awarding Federal Agency: United States Department of Energy TDHCA Federal Award Number: DE-SE0001853

Award Year (Year of Award from DOE to TDHCA): 2025

Unique Entity Identifier Number: DBJNSNAJZCM6

#### **SECTION 1. PARTIES TO THE CONTRACT**

This FY 2025 U. S. Department of Energy ("DOE") Weatherization Assistance Program Contract ("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").

#### **SECTION 2. CONTRACT TERM**

This Contract shall commence on **July 01, 2025**, and, unless earlier terminated in writing, shall end on **June 30, 2026** ("Contract Term").

#### **SECTION 3. SUBRECIPIENT PERFORMANCE**

- A. Subrecipient shall implement a Weatherization Assistance Program ("WAP") in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.) as amended in Title II, Part 2 of the National Energy Conservation Policy Act of 1978 (NECPA) (collectively, "WAP Act"), the Department of Energy Act as amended (42 U.S.C. §8621 et seq.) ("DOE Act"), the DOE implementing regulations codified in 10 CFR Parts 440 and 600 ("WAP Regulations"), any applicable Office of Management and Budget ("OMB") Circulars, Chapter 2306 of the Texas Government Code, the Texas DOE State Plan including the Department's Weatherization Health and Safety Plan, as revised from time to time, currently posted on the Department's website. Texas Grant Management Standards (Chapter 783 of the Texas Government Code) ("TXGMS"), and the implementing State regulations at Title 10, Part I, Chapters 1 and 2 of the Texas Administrative Code and Title 10, Part I, Chapter 6, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "WAP State Rules"). The work will be completed in accordance with NREL Standard Work Specifications ("SWS"), the International Energy Conservation Code, and the minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.
- B. Subrecipient shall develop and implement a Weatherization Assistance Program ("WAP") on an equitable basis throughout its Service Area ( as defined in <a href="Exhibit A">Exhibit A</a>) in accordance with the terms of this Contract; the "Budget and Performance Statement" attached hereto as <a href="Exhibit A">Exhibit A</a>; the Documentation of Disability requirements attached hereto as <a href="Exhibit B">Exhibit B</a>; Materials and Work Standards attached hereto as <a href="Exhibit C">Exhibit C</a>; the Certifications attached hereto as <a href="Addendums A">Addendums A</a>, <a href="B">B</a>, and <a href="Ec">C</a>; the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements attached hereto as <a href="Addendum D">Addendum D</a>; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth. All such exhibits, addendums, and certifications are incorporated herein for all relevant purposes. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons including caulking; weather-stripping; adding ceiling, wall, and floor insulation; patching holes in the building envelope; duct work; and repair or replacement of energy inefficient heating and cooling systems. WAP services can be provided to owner occupied units as well as rental units.

- C. Priority will be given, in no particular order, to (1) Households with "Elderly Persons", (2) "Person with a Disability", (3) Households with Child that is age five (5) or younger, (4) Households with "High Energy Burden" and/or (5) Households with "High Energy Consumption," as defined in 10 TAC. Before commencing any weatherization work, Subrecipient is required to justify measures with complete energy audits or proper use of an applicable DOE-approved Priority List.
- D. Subrecipient is responsible for providing services as required by the DOE Standard Work Specifications ("SWS"). The SWS requirements for single-family homes, manufactured and multifamily housing can be accessed online. Failure to follow the SWS may cause payments to be withheld.
- E. 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, is ineligible, or has not been spent in accordance with the terms of this Contract. Subrecipient shall make such refund no later than the date specified in the notice that repayment is required, but if no date is specified, within fifteen (15) calendar days.
- F. This Contract is not a research and development contract per 2 CFR §200(a)(1)(viii).
- G. No funds under this Contract will be used for Disaster Recovery activities.

#### **SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS**

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department must reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in an amount up to \$537,170.00 as specified in the "Budget and Performance Statement," attached hereto as <a href="Exhibit A">Exhibit A</a> and the terms of this Contract.
- B. Department's obligations under this Contract are contingent upon the actual receipt and availability by Department of adequate 2025 DOE WAP federal funds. 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 may 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.
- C. Per Section 6.405 of the WAP State Rules, the Department reserves the right to deobligate funds under this Contract. Any decision to obligate additional funds or deobligate 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.
- D. Department is not liable for any cost incurred by Subrecipient which:
  - (1) is incurred to weatherize a "dwelling unit" as defined in 10 TAC §6.2(b)(21) ("Dwelling Unit" or "Dwelling Units") which is not an eligible dwelling unit as defined in Section 440.22 of the WAP Regulations;
  - (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
  - (3) is incurred to weatherize a Dwelling Unit previously weatherized with WAP funds, except as provided for in Section 440.18(f)(2) of the WAP Regulations, or as allowed according to Weatherization Program Notice 24-1 (as revised on April 3, 2025);
  - (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
  - (5) is not incurred during the Contract Term;
  - (6) is not reported to Department on a monthly expenditure or performance report, within forty-five (45) calendar days following the end of the Contract Term;
  - (7) is subject to reimbursement by a source other than Department;
  - (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to, those enumerated in this Contract; or

- (9) are services that do not meet the standard set forth in NREL Standard Work Specifications (SWS), International Energy Conservation Code, and minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.
- E. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for eligible costs incurred or performances rendered for activities specified in the WAP Act and Section 8 of this Contract.
- F. <u>Funding Limitation.</u> The Contract shall not be construed as creating a debt on behalf of the Department in violation of Article III, Section 49a of the Texas Constitution. Subrecipient understands that all obligations of the Department under the contract are subject to the availability of grant funds.

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

- A. Each month, Subrecipient may request an advance payment of WAP funds under this Contract. Subrecipient's request for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a thirty (30) calendar day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.
- C. Subsection 4(A) of this Contract notwithstanding, the Department reserves the right to use a modified cost reimbursement method of payment for all funds, 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 (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department identifies any deficiency in the quality of weatherization work performed by Subrecipient; (4) Department determines that a modified cost reimbursement method would benefit the program; (5) Department's funding sources require the use of a modified cost reimbursement method; or (6) Subrecipient fails to comply with any of the reporting requirements of Section 10 of this Contract.
- D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible Dwelling Units of the WAP and for the payment of the allowable expenditures identified in Section 8 of this Contract.
- E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

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

- A. <u>ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES.</u> Uniform cost principles for political subdivisions are set forth in 2 CFR Part 200. Except as expressly modified by law or the terms of this Contract, Subrecipient shall also comply with the cost principles and uniform administrative requirements set forth in the TXGMS. All references therein to "local government" shall be construed to mean Subrecipient.
- B. <u>AUDIT REQUIREMENTS.</u> 2 CFR Part 200, Subpart F sets forth audit standards for governmental organizations expending Federal funds. The expenditure threshold requiring an audit is One Million and No/100 Dollars (\$1,000,000.00) of Federal funds for a Subrecipient fiscal year that starts on or after October 1, 2024. The expenditure threshold of federal or state funds requiring an audit is Seven-Hundred Fifty Thousand and No/100 Dollars (\$750,000) for a Subrecipient fiscal year that began before October 1, 2024.
- C. <u>SUBCONTRACTS.</u> 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.

- D. <u>AUDIT REVIEW.</u> 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. <u>CERTIFICATION FORM.</u> For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) calendar days after the Subrecipient's fiscal year end.
- F. <u>SUBCONTRACT MONITORING.</u> Subrecipient represents and warrants that it will monitor the activities of the subcontracts as necessary to ensure that the subcontract is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and the subcontract performance goals are achieved.
- G. 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.

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

- A. <u>TERMINATION.</u> Pursuant to Sections 2.202 of the TAC, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract.
- B. <u>SUSPENSION.</u> 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, health and safety concerns, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. <u>LIABILITY</u>. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- D. <u>WITHHOLDING OF PAYMENTS.</u> 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 parties.
- E. <u>GENERAL.</u> Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under WAP, or a reduction in the original allocation of funds to Subrecipient.

#### **SECTION 8. ALLOWABLE EXPENDITURES**

A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with this Contract and the regulations set forth in Section 440.18 of the WAP Regulations, subject to the limitations and exceptions set forth in this Section 8.

- B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. All weatherization measures installed must be justified according to the DOE-approved Priority List or an approved State of Texas Energy Audit savings-to-investment ratio ("SIR") of one or greater unless otherwise indicated as health and safety or incidental repair items. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved. Weatherization measures installed that were justified by the approved DOE Priority List shall be installed according to the order of the DOE priority list. Subrecipient shall weatherize eligible Dwelling Units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A of Part 440 of the WAP Regulations, the current adopted versions of NREL Standard Work Specifications (SWS"), and the current adopted version of State of Texas International Residential Code ("IRC") or jurisdictions authorized by State law to adopt later editions.
- C. Allowable WAP expenditures under this Contract include:
  - (1) purchase and delivery of weatherization materials as defined in Section 440.3 of the WAP Regulations;
  - (2) weatherization materials and labor for allowable weatherization energy conservation measures (air and duct infiltration, window and doors, insulation, HVAC and base load reduction measures, etc.) if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit, or justified by the approved DOE priority list, and, whenever available, heating and cooling systems must have an Energy Star rating and/or be compliant with DOE-approved Priority List standards;
  - (3) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work:
  - (4) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
  - (5) maintenance of tools and equipment;
  - (6) purchase of tools, equipment and special purpose equipment with a unit cost of \$10,000 or more, must be approved in advance by the Department and DOE;
  - (7) purchase of vehicles (in every instance must be approved in advance by the Department and DOE);
  - (8) employment of on-site supervisory personnel;
  - (9) storage of weatherization materials, tools, and equipment;
  - (10) incidental repairs (as defined by applicable Priority List or current DOE WPN 19-5 guidance); and
  - (11) allowable health and safety measures as identified in the current Department's Health & Safety Plan.
- D. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) calendar days prior to the end of the Contract Term before these funds can be moved.
- E. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the "Budget and Performance Statement" attached hereto as <a href="Exhibit A">Exhibit A</a>. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department/DOE Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) calendar days prior to the end of the Contract Term before these funds can be moved.
- F. The cost of liability insurance charged to the weatherization program for personal injury and for property damage, shall not exceed Two Thousand and No/100 Dollars (\$2,000.00) and shall be an allowable WAP expenditure under the "Budget and Performance Statement" attached hereto as <a href="Exhibit A">Exhibit A</a>.
- G. Fiscal audit expenses charged to the weatherization program shall not exceed One Thousand and No/100 Dollars (\$1,000.00) and shall be allowed under the "Budget and Performance Statement" attached hereto as Exhibit A, subject to Section 14 of this Contract, Procurement Standards.

H. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize Dwelling Units under the direction of qualified supervisors.

#### SECTION 9. RECORDKEEPING REQUIREMENTS

- A. <u>GENERAL.</u> Subrecipient shall comply with the record keeping requirements set forth at Section 440.24 of the WAP Regulations and Section 1.409 of the WAP State Rules and with such additional record keeping requirements as specified herein by Department.
- B. <u>FILE DOCUMENTATION.</u> For each dwelling unit weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a file containing the following information, including the following Department forms found in the Community Affairs Division section of the Department's website and any video or photographic records as needed:
  - (1) Signed and completed Application for Weatherization Services indicating the ages of the residents, presence in the Household of a Child/children age five (5) or younger, Elderly Persons (60 years or older), as defined in the WAP State Rules, and Persons with Disabilities as defined in the WAP State Rules. Date of Application for Weatherization Services and associated documents must be within 12 months of the start date indicated on the building weatherization report ("BWR");
  - (2) Twelve month consumer billing history for utilities, if available;
  - (3) Consumption disclosure release form (for access to consumption data for use in surveys and studies);
  - (4) Priority Rating system as defined by 10 TAC §6.406 (local design allowed);
  - (5) Eligibility and Eligibility documentation:
    - a. Subrecipient should follow 10 TAC §6.4 for income determination.
    - b. Subrecipient shall document/verify Household income for the thirty (30) calendar days preceding their application for all Household members eighteen (18) years and older, or use a Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a customer statement of efforts to obtain documentation of income with a notarized customer signature. Proof of income documentation requirements are the same for both single and multifamily housing unless the building is funded by the U.S. Department of Housing and Urban Development ("HUD") and verified by DOE in accordance with WPN 22-5 as modified by WAP Memorandum 109 REVISED, or United States Department of Agriculture (USDA) as defined within WAP Memorandum 099, that the building meets certain income eligibility and may meet other WAP requirements without the need for further evaluation or verification. Subrecipient must obtain written permission from the Department if weatherizing a large multifamily building with twenty-five (25) or more Dwelling Units or a shelter in accordance with 10 TAC §6.414.
    - c. Subrecipient must follow 10 TAC §6.406(e)(1) and (2) regarding Household Status Verification as directed on the Department website. Household Status verification is not required if weatherizing public facilities or multi-unit buildings.
    - No Dwelling Unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in Section 440.22 of the WAP Regulations;
  - (6) Client Education verification;
  - (7) Signed H&S Questionnaire;
  - (8) Signed client receipt of the "Unified Weatherization Elements Notification Form" that includes Lead Hazard information, identification of Mold Like Substance, and State Historical Preservation information;
  - (9) Signed client receipt of "Mold-Like Substance Notification and Release Form for Texas Weatherization Programs," (if applicable);
  - (10) Signed TDHCA Radon Informed Consent Form;
  - (11) If a rental unit, Landlord Agreement form, Landlord Financial Participation form and Landlord Permission to Perform Assessment & Inspections for Rental Units" form and all other landlord forms found in the Community Affairs Division section of the Department's website;
  - (12) "Notice of Denial and Appeal Rights," (if applicable);
  - (13) Signed and dated "Whole House Assessment" documentation, as defined by TAC, to include all energy audit inputs;
  - (14) Documentation of pre/post weatherization carbon monoxide readings for all combustible appliances;

- (15) Pre/Post Combustion Appliance Zone Testing documentation, (if applicable);
- (16) Pre/Post-ASHRAE Printout (Red Calc);
- (17) "Blower Door and Duct Blaster Data Sheet" form;
- (18) Work Order;
- (19) ACCA Approved Manual J and Manual S, (if applicable);
- (20) Completed, signed and dated "Priority List" form, (if applicable);
- (21) A complete copy of the approved State of Texas Energy Audit, or completed (if applicable);
- (22) BWR to include Quality Control Inspector Final Inspection Certification Form and Justification for Omission of Priorities (if applicable);
- (23) Invoices of materials purchased and/or inventory removal sheets;
- (24) Invoices of labor:
- (25) Final Inspection documentation that allowable measures are completed per work order;
- (26) A completed and signed Quality Control Inspector ("QCI") Final Inspection Certification Form; and
- (27) Compliance with Buy American Requirements (if applicable).
- C. <u>MULTIFAMILY MASTER FILE.</u> If WAP funds from this Contract are used for a multi-family project, Subrecipient shall maintain a master file containing the following additional information:
  - (1) "Multifamily Project Building Data Checklist";
  - (2) "Multifamily Project Completion Checklist" (by a multifamily Quality Control Inspector);
  - (3) "Landlord Permission to Perform an Assessment and Inspections for Rental Units";
  - (4) "Landlord Agreement" form;
  - (5) "Landlord Financial Participation Form"; and
  - (6) Significant Data Required in all Multifamily Projects.
- D. <u>MATERIAL STANDARDS.</u> Materials standards documentation for weatherization materials purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A of Part 440 of the WAP Act.
- E. ACCESS TO RECORDS. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed and in accordance with Sections 600.153 and 600.642 of the WAP Regulations. Subrecipient shall include the requirements of this Subsection E in all subcontracts.
- F. OPEN RECORDS. All WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act (Chapter 552 of the Texas Government Code). 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 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 of Texas. A request to the Subrecipient for public information shall be communicated to the Department's contact identified in this Contract, by the close of business on the following business day after the request is received. Subrecipient shall not provide to the requestor any information that was written, produced, collected, assembled, or maintained under this Contract, but shall respond to the requestor that the request has been forwarded to the Department for processing. After gathering all information that is responsive to the request, but in no event later than five (5) business days after receiving the information request, Subrecipient shall send the information to the Department. Subrecipient shall timely contact the Department if there will be any delay in sending the information request or responsive documents to the Department.
- G. <u>HOUSEHOLD ASSESSMENT</u>. Subrecipient must conduct a Whole House Assessment, required by the TAC, to include all required energy audit inputs, as applicable, to address all possible allowable weatherization measures.

H. RECORD RETENTION. Subrecipient represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Agency reserves the right to direct a Subrecipient to retain documents for a longer period 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 shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. All records pertinent to this Contract shall be retained by Subrecipient for a period of three (3 years after the Contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

## **SECTION 10. REPORTING REQUIREMENTS**

- A. <u>PERFORMANCE AND EXPENDITURE REPORT.</u> By the 15th of each month, Subrecipient shall electronically submit to Department a performance report listing demographic information on all units completed in the previous month and an expenditure report listing all expenditures of funds under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month.
- B. <u>FINAL REPORTS.</u> Subrecipient shall electronically submit to Department no later than forty-five (45) calendar days after the end of the Contract Term a final expenditure and programmatic report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds or additional contracts. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- C. <u>INVENTORY</u>. In accordance with 10 TAC §1.401 and 10 TAC §1.407, Subrecipient shall submit to Department no later than forty-five (45) calendar days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$10,000.00 or more and/or a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program contracts. The inventory' shall reflect the vehicles, tools, and equipment on hand as of the last day of the Contract Term.
- D. <u>UNIT DATA.</u> Subrecipient shall update the Previously Weatherized Units database no later than fifteen (15) calendar days after the end of each month of the Contract Term for units weatherized under this Contract.
- E. <u>OTHER REPORTS.</u> Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to Section 440.25 of the WAP Regulations, by the U.S. Department of Energy Internal Auditor or by the Department, by the Texas State Auditors Office, or by contractors or agents under the direction of such government entities, or by auditors working with such government entities.
- F. <u>DEFAULT.</u> 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, withhold or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract.
- G. <u>UNIQUE ENTITY IDENTIFIER NUMBER.</u> Subrecipient shall register in the System of Award Management ("SAM") a Unique Entity Identifier (UEI) number on all contracts and agreements. The UEI number must be registered at the website at https://www.sam.gov. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current UEI number for the entire Contract Term.
- H. <u>DISASTER RECOVERY PLAN.</u> Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

I. <u>REPORTING COMPLIANCE.</u> Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

#### **SECTION 11. CHANGES AND AMENDMENTS**

- A. <u>AMENDMENTS AND CHANGES REQURED BY LAW.</u> Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 11 may be further evidenced in a written amendment.
- B. <u>GENERAL.</u> Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both parties to this Contract.
- C. <u>FACSIMILE SIGNATURES.</u> 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. <u>REQUEST</u>. Written requests for Contract amendment must be received by the Department in accordance with the requirements in accordance with Section 6.3 of the WAP State Rules.

#### **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 2 CFR §200.80 and 10 CFR §600.124. Unexpended Program income must be returned to the Department at the end of the Contract Term. Program income that is received after the end of the Contract Term must be returned to the Department within ten (10) calendar days.

#### **SECTION 13. INDEPENDENT CONTRACTOR**

It is agreed that Department is contracting with Subrecipient as 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 14. PROCUREMENT STANDARDS**

- A. Subrecipient shall comply with 2 CFR Part 200, TXGMS, 10 TAC §1.404, 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 personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item) of more than Ten Thousand and No/100 Dollars (\$10,000.00) or on any vehicle purchase unless Subrecipient has received the prior written approval of Department for such purchase.
- C. All purchases of vehicle(s) and/or special purpose equipment with a unit cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more must have the prior written approval from the Department and DOE.

#### **SECTION 15. SUBCONTRACTS**

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to evaluation of the household under 10 TAC §1.410, §6.4, and §6.406, expenditure and performance reporting, and drawing funds through the Community Affairs Contract System. Subrecipient may subcontract for the delivery of weatherization activities without obtaining Department's prior approval. Any subcontract for the delivery of weatherization activities will be subject to monitoring by the Department as per Section 19 of this Contract. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner. Subrecipient shall make no payment to subcontractor until all work is complete and has passed a final inspection.
- B. In no event shall any provision of this Section 15, 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 hereunder 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 hereunder does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.
- C. Every initial assessment, justification for every installed weatherization measure, and every final inspection is the sole responsibility of the Subrecipient.

#### SECTION 16. MANAGEMENT OF SUPPLIES, EQUIPMENT AND INVENTORY

- A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$10,000 or more and/or a useful life of more than one year and any supplies in the aggregate of \$10,000 or more, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the Subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program.
- B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6 of this Contract and complies with 10 TAC §1.407. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program contract except in accordance with its own property management system.
- C. Upon termination or non-renewal of this Contract, the Department may transfer the title of equipment or vehicles, or supplies (in the aggregate of \$10,000 or more) to a third party named by the Department. Such a transfer shall be subject to the following standards:
  - (1) The items shall be appropriately identified in the award or otherwise made known to the recipient in writing.
  - (2) The Department will issue disposition instructions after receipt of final inventory.
- D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of \$10,000 or more.
- E. In addition to the inventory of vehicles, tools, supplies, and equipment required under Section 16 of this Contract, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

#### SECTION 17. BONDING AND INSURANCE REQUIREMENTS

- A. If Subrecipient will enter in to a contract for weatherization construction or facility improvement activities with a third-party in the amount of One Hundred Thousand and No/100 Dollars (\$100,000) of greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient enters into a contract with a prime contractor in excess of One Hundred Thousand and No/100 Dollars (\$100,000), a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of WAP activities. This bonding requirement applies as set forth in 10 TAC §1.405 and to the extent required by federal or state law. Subrecipient must comply with the bond requirements contained in Texas statutes, including but not limited to Chapter 2253 of the Texas Government Code and Sections 252.044, 262.032 or 392.0525 of the Texas Local Government Code, as applicable.
- B. Subrecipient is a "Governmental Unit" in accordance with Chapter 2259 of the Texas Government Code subject to statutory tort laws and, as such, generally, it does not maintain a commercial general liability insurance and/or auto liability policy.
- C. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate lead coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds subject to the limitations set forth in Sections 8(F) and 8(G) of this Contract.
- D. Subrecipient should consider securing adequate coverage for all units to be weatherized. Additional liability insurance costs may be paid from administrative or program support categories. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each Subrecipient should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.
- E. Subrecipient must also require all contracting independent subcontractors to have general liability insurance. If pollution occurrence insurance is elected by the Subrecipient, this insurance coverage must apply for its independent subcontractors or the independent subcontractors must obtain the coverage.

#### **SECTION 18. LITIGATION AND CLAIMS**

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

#### SECTION 19. TECHNICAL ASSISTANCE AND MONITORING

A. Department may issue technical guidance to explain the rules and provide directions on the terms of this Contract. Installation of weatherization materials shall be in accordance with DOE Appendix A to Part 440 of the WAP Regulations, applicable DOE WPNs, current adopted versions of NREL Standard Work Specifications ("SWS"), current State of Texas adopted International Residential Code ("IRC") or jurisdictions authorized by State law to adopt later editions.

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

## **SECTION 20. LEGAL AUTHORITY**

- A. <u>LEGAL AUTHORITY.</u> Subrecipient represents 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. A resolution motion, motion or similar action has been duly adopted or passed as an official act of 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. 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. A resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing board, 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.
- B. <u>SIGNATURE AUTHORITY.</u> The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, provisions and performances herein.
- C. <u>TERMINATION; LIABILITY.</u> Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received for performance of the provisions of this Contract, if the Department has terminated this Contract for reason enumerated in this Section 20.
- D. <u>MERGER; DEFAULT.</u> Subrecipient understands that it is an event of default under this Contract upon the liquidation, termination, dissolution, merger, consolidation or failure 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. <u>FEDERAL, STATE AND LOCAL LAW.</u> Subrecipient represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, and 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 WAP Act, WAP Regulations, any applicable Office of Management and Budget ("OMB") Regulations and Circulars, the Texas DOE WAP State Plan; the WAP State Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.
- B. <u>DRUG-FREE WORKPLACE ACT OF 1988</u>. The Subrecipient affirms by signing this Contract and Certification Regarding Drug-Free Workplace Requirements" attached hereto as <u>Addendum B</u> that it is implementing the Drug-Free Workplace Act of 1988 (41 USC §701, *et seq.*) and HUD's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.
- C. <u>LIMITED ENGLISH PROFICIENCY ("LEP").</u> Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any other appropriate language, based on the needs of the Service Area and in compliance with the requirements in Executive Order 13166 of August 11, 2000 reprinted at 65 F.R 50121, August 16, 2000 Improving Access to Services with LEP at 67 F.R. 41455. 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 DOE 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. <u>PREVENTION OF TRAFFICKING.</u> Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.
- F. <u>PROHIBITED EXPENDITURES ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT.</u>
  - (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) or enter into, extend or renew a contract to procure the following covered telecommunications equipment or services:
    - 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.
- e. Systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (2) <u>Subcontracts.</u> Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.

#### G. 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.
- H. <u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.</u> Subrecipient represents and warrants that if the Contract involves construction of a project, it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts involving employment, as applicable.
- I. <u>CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTRAL ACT</u>. 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).

#### J. BUILD AMERICA BUY AMERICA REQUIREMENTS

- (1) Build America Buy America Requirements for Infrastructure Projects Federal assisted projects which involve infrastructure work, undertaken by applicable recipient types, require that: all iron, steel, and manufactured products used in the infrastructure work are produced in the Unites States; and all construction materials used in the infrastructure work are manufactured in the United States. Whether a given project must apply this requirement is project-specific and dependent upon several factors, such as the recipient's entity type, whether the work involves "infrastructure," as that term is defined in Section 70914 of the Bipartisan Infrastructure Law, and whether the infrastructure in question is publicly owned or serves a public function. For Weatherization projects, this requirement will typically apply to work performed on publicly-owned housing, or privately-owned buildings that serve a public purpose such as a shelter. Weatherization work conducted on privately-owned residences is not required to comply with this requirement.
- (2) <u>Definitions:</u> For the purposes of the Build America Buy America requirements, the following definitions apply:
  - a. Construction materials include an article, material, or supply- other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives - that is or consists primarily of:
    - i. Non-ferrous metals;
    - ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
    - iii. Glass (including optic glass); or
    - iv. Lumber
  - b. Infrastructure includes, at a minimum:

- The structures, facilities, and equipment for, in the United States, roads, highways, and bridges;
- ii. Public transportation;
- iii. Dams, ports, harbors, and other maritime facilities;
- iv. Intercity passenger and freight railroads;
- v. Freight and intermodal facilities;
- vi. Airports;
- vii. Water systems, including drinking water and wastewater systems; electrical transmission facilities and systems;
- viii. Utilities:
- ix. Broadband infrastructure: and
- x. Buildings and real property
- c. Infrastructure includes facilities that generate, transport, and distribute energy. The infrastructure in questions must be publicly owned or must service a public function; privately owned infrastructure that is sole utilized for private use is not considered "infrastructure" for purposes of Build America Buy America applicability. The Department, not the Subrecipient, will have the final say as to whether a given project includes the infrastructure, as defined herein.
- d. <u>Project</u>: The construction, alteration, maintenance, or repair of infrastructure in the United States.
- (3) Build America Buy America Requirements for Infrastructure Projects ("Build America Buy America" requirements) Funds. In accordance with Section 70914 of the BIL, none of the project funds (includes federal share and recipient cost share) may be used for a project for infrastructure unless:
  - a. All iron and steel used in the project are produced in the United States- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
  - b. All manufactured projects used in the project are produced in the United States- this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
  - c. All construction materials are manufactured in the United States this means that all manufacturing process for the construction material occurred in the United States.
- (4) The Buy America requirements only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America requirements apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. The Buy America requirements only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Buy America requirements apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. These requirements must flow down to all sub-awards, all contracts, subcontracts and purchase orders for work performed under the proposed project. In limited circumstances, DOE may waive the application of the Buy America requirements where DOE determines that:
  - a. Applying the Build America Buy America requirements would be inconsistent with the public interest;
  - b. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

- c. The inclusion of iron, steel, manufactured products, or construction materials produce in the United States will increase the cost of the overall project by more than 25 percent. This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. If Subrecipient seeks a waiver of the Build America Buy America requirements, Subrecipient must follow the wavier requirements outlined in this contract.
- (5) Waiver requests must be submitted to the Department and approved by the Department and DOE before construction can begin. The waiver request must contain all the information identified in https://www.energy.gov/sites/default/files/2024-02/wap-memo-104-revised 022324.pdf.
- (6) Subrecipient must obtain authorization from the Department to layer 2024 or 2025 LIHEAP WAP with DOE BIL funding, as Subrecipient must also obtain authorization from the Department before beginning a project that triggers the Davis-Bacon Act. If the Davis-Bacon Act is triggered, then the Subrecipient and Department must execute an Amendment to this Contract to be compliant with the Davis-Bacon requirement, if that layering occurs.

#### SECTION 22. PREVENTION OF 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 give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the weatherization program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.
- D. **REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT**. 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.

## SECTION 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

#### **SECTION 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 and may result in termination of the Contract or deobligation of funds. 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.

Page 83

- 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. If Subrecipients is a local governmental entity in addition to the requirements of this Section 24, Subrecipient 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.

#### SECTION 25. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE PROHIBITED

- A. None of the funds 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. None of the funds provided under this Contract shall be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.
- C. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Development Owner and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes.
- 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.
- E. Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling.

#### **SECTION 26. NON-DISCRIMINATION**

- A. <u>NON-DISCRIMINATION</u>. 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, national origin, sex, or religion.
- B. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), (ii) Fair Housing Act (42 U.S.C. §3601 et seq.), and (iii) 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.
- C. <u>AGE DISCRIMINATION</u>. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).
- D. SUBCONTRACTS. Subrecipient will include the substance of this Section 26 in all subcontracts.

## **SECTION 27. OPEN MEETINGS**

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 28. TRAINING AND TECHNICAL ASSISTANCE FUNDS

- A. <u>TRAINING.</u> Training and technical assistance funds shall be used for State sponsored, DOE sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with TAC §6.9, in compliance with DOE's Quality Work Plan.
- B. <u>TRAVEL</u>. Travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies. 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 29. MAINTENANCE OF EFFORT**

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source, nor may they 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 30. DEBARRED AND SUSPENDED PARTIES; EXCLUDED PARTIES

DEBARRED AND SUSPENDED PARTIES. Subrecipient certifies that it and its principals 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. By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum C 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 C, have the meaning set out in the Definitions and Coverage sections of rules implementing Subrecipient also certifies that it will not make any award provided by this Executive Order 12549. Contract to any person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4 or which 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. Subrecipient may decide the frequency by which it determines the eligibility of Subrecipient may rely upon a certification of a prospective 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 C or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. 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 Voluntary Exclusive-Subcontracts," as set out in Addendum C, without modification, and this language under this Section 30, in all its subcontracts.

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

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

- A. <u>RIGHT OR REMEDY.</u> Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy; neither 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. <u>SOVEREIGN IMMUNITY.</u> 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. ORAL AND WRITTEN AGREEMENTS**

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

#### **SECTION 33. SEVERABILITY**

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

#### **SECTION 34. HISTORICAL PRESERVATION**

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (16 U.S.C. 470) ("NHPA"). The Department has provided guidance through the best practice document posted on the Department's website.

## **SECTION 35. USE OF ALCOHOLIC BEVERAGES**

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

## **SECTION 36. APPEALS PROCESS**

In compliance with the WAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with Section 6.8 of the State WAP Rules.

#### SECTION 37. 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.

#### **SECTION 38. 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 39. 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 40. 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 41. COUNTERPARTS AND FACSIMILIE 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 42. 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 43. NOTICE**

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

## As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

P. O. Box 13941

Austin, Texas 78711-3941

Attention: Michael De Young, Director of Community Affairs

Telephone: (512) 475-2125

Fax: (512) 475-3935

michael.deyoung@tdhca.state.tx.us

#### As to Subrecipient:

Texoma Council of Governments
1117 Gallagher Dr
Sherman, TX 750903108
Attention: Eric Bridges, Executive Director

Telephone: (903) 813-3512 Fax: (903) 813-3511

Email: ebridges@texoma.cog.tx.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five (5) calendar 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 43.

#### **SECTION 44. VENUE AND JURISDICTION**

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

#### **SECTION 45. 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 DOE 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 46. 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 but reasonable discretion.

#### **SECTION 47. SPECIAL CONDITIONS**

- A. <u>APPLICATIONS</u>. Subrecipient shall accept applications for WAP benefits at sites that are geographically accessible to all households in the Service Area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for WAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.
- B. ADDITIONAL TERMS AND CONDITIONS. Reserved for EARAC Conditions, if any.
- C. Subrecipient may not use these funds on dwelling units also funded by the Bipartisan Infrastructure Law.

#### SECTION 48. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications for WAP benefits 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 49. PROCUREMENT OF RECOVERED MATERIAL

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. The Subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire or use products and services that can be reused, refurbished or recycled, contain recycled content, are biobased or are energy and water efficient, and are sustainable.

#### SECTION 50. CYBERSECURITY TRAINING PROGRAM

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

#### SECTION 51. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW

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

## SECTION 52. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZTIONS, CHARIABLE TRUSTS, AND PRIVATE FOUNDATIONS

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

## SECTION 53. EXECUTIVE HEAD OF STATE AGENCY AFFIRMATION

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

#### **SECTION 54. 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 55. NEVER CONTRACT WITH THE ENEMY ACT

Subrecipient represents and warrants that it will comply with 2 CFR §200.215, implementing the Never Contract with the Enemy in 2 CFR Part 183.

EXECUTED to be effective on: 7/1/2025

#### 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 56250004492 FOR THE FY 2025 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

## **ADDENDUM A**

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

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

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

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

#### STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

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

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

## SUBRECIPIENT:

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

By:

Title:

Date:

#### TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NUMBER **56250004492** FOR THE FY 2025 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

## **ADDENDUM B**

#### **Certification Regarding Drug-Free Workplace Requirements**

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

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

Ву:	
Title:	
Date:	

#### TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NUMBER **56250004492** FOR THE FY 2025 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

## **ADDENDUM C**

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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 Period 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 NO. 56250004492 FOR THE
FY 2025 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 81.042)

## ADDENDUM D

## **PRWORA Requirements**

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

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

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

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

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

## Subrecipient shall:

- (1) System Use.
- (a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;
- (b) Physically examine the documentation presented by the applicant and determine whether the document (s) reasonably appear(s) to be genuine and to relate to the individual;
- (c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;
- (d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

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

## (2) Monitoring and Compliance.

- (a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;
- (b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

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

## (3) Criminal Penalties.

- (a) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.
- (b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Contract may be subject to criminal penalties.

#### (4) Third Party Liability.

- (a) Each party to this Contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this Contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.
- (b) Nothing in this Contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

## (5) Points of Contact

Michael De Young
Director of Community Affairs
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941

Austin, TX 78711-3941 Phone: (512) 475-2125

Email: michael.deyoung@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services

Department of Homeland Security Washington, DC 20529-2620 ATTN: SAVE Operations

Phone: (888) 464-4218

Email: <u>saveregistration@dhs.gov</u>

USCIS SAVE Monitoring and Compliance MS 2640

U.S. Citizenship and Immigration Services Department of Homeland Security

Washington, DC 20529-2640 ATTN: SAVE Operations Phone: (888) 464-4218

Email: save.monitoring@dhs.gov

## (6) Certification.

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

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

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

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

#### SUBRECIPIENT:

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

By: Title: Date:

## TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 56250004492 FOR THE
FY 2025 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 81.042)

## **EXHIBIT A**

## **BUDGET AND PERFORMANCE STATEMENT**

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

## **DEPARTMENT FINANCIAL OBLIGATIONS**

\$ 487,170.00	DOE WAP FUNDS CURRENTLY AVAILABLE
\$ 50,000.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 487,170.00	TOTAL ANTICIPATED DOE WAP FUNDS
\$ 50,000.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via written amendment(s). Funds shall be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

## **BUDGET FOR AVAILABLE ALLOCATIONS**

CATEGORIES	FUNDS
Administration	\$ 40,288.00
Liability / Pollution Occurrence Insurance	\$ 6,611.00
Fiscal Audit	\$ 1,000.00
Materials / Program Support / Labor	\$ 336,251.00
Health and Safety	\$ 59,338.00
Work Readiness	\$ 43,682.00
SUB-TOTAL	\$ 487,170.00
Training and Technical Assistance	\$ 50,000.00
TOTAL	\$ 537,170.00

#### **FOOTNOTES TO BUDGET**

- Denotes that the Subrecipient must request in writing any amendment needed to a budget category before TDHCA will make any amendments. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit, Training and Technical Assistance and/or the Health and Safety categories.
- Denotes maximum dollar amount permitted for administration based on **7.50**% of the total allowable expenditures.
- Denotes maximum \$2,000 for liability insurance and the remaining balance for pollution occurrence insurance.
- · Denotes the maximum allowed for Health and Safety expenditures per 10 TAC §6.415(a).

## **PERFORMANCE AND SERVICE AREAS**

Subrecipient's service area consists of the following Texas counties ("Service Area"):

BOWIE, CAMP, CASS, COLLIN, COOKE, DELTA, DENTON, FANNIN, FRANKLIN, GRAYSON, HOPKINS, HUNT, LAMAR, MARION, MORRIS, RAINS, RED RIVER, ROCKWALL, TITUS

Work orders must be submitted to weatherization contractors no later than June 30, 2026 for any WAP activities to be completed under this Contract. All WAP activities including final inspection must be completed no later than June 30, 2026.

Subrecipient may incur eligible costs associated with the closeout of this Contract. Closeout guidance is outlined in WPN 21-4 as revised. The closeout period cannot to exceed 45 calendar days from the end of the Contract Term defined in Section 2 of this Contract.

These costs shall be reported on the final report described in Section 10 of this Contract.

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed \$8,547.00 total cost per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

Subrecipient has a federally approved indirect cost rate of 33.69%.

DOE established a maximum allowable dollar amount that it will reimburse for allowable, allocable, and reasonable indirect costs under the DOE Awards. The percentage that will be reimbursable is inclusive of total indirect costs and fringe benefit costs. The maximum allowable dollar amount for this contract is \$53,717.00.

## TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 56250004492 FOR THE
FY 2025 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 81.042)

## **EXHIBIT B**

## **DOCUMENTATION OF DISABILITY**

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

- 1. All WAP repairs, purchases and/or replacements of heating/cooling units are allowable only for eligible units for which a whole house assessment has been completed and the measure(s) meet the current approved H&S Plan criteria, are listed within an approved Priority List, or are cost-justified by an Energy Audit.
- 2. Except if required by federal law, documentation of disability must NOT include protected health information as defined in the Texas Health and Safety Code, Subtitle I, Chapter 181.

## TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 56250004492 FOR THE
FY 2025 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 81.042)

## **EXHIBIT C**

## **MATERIALS AND WORK STANDARDS**

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

- 1. Subrecipient shall weatherize eligible Dwelling Units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A of 10 CFR Part 440.
- 2. All weatherization measures installed shall meet or exceed the standards prescribed by DOE in Weatherization Program Notice (WPN) 22-4 regarding and Standard Work Specifications ("SWS"). SWS is required on every unit.
- 3. All weatherization work must be performed in accordance to the DOE-approved priority list or DOE-approved energy audit procedures, 10 CFR Part 440, Appendix A, State of Texas adopted International Residential Code (or that of jurisdictions authorized by State law to adopt later editions).
- 4. Subrecipient will include the substance of this Exhibit C in all subcontracts.



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

TO: TCOG Governing Board

FROM Mindi Jones, Grant Manager mg

DATE: October 16, 2025

RE: FYE 2026 Cost Pool Report and Financial Statements

## RECOMMENDATION

Review and accept TCOG's FYE 2026 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: (1) Statement of Authorized Indirect Costs for FYE 4/30/2026 and status report depicting fiscal year budget with fiscal year to date expense and budget balance; (2) Balance Sheet; (3) Statement of Revenues and Expenditures; (4) Status report of General Funds depicting fiscal year budget with fiscal year to date expense and budget balance; and (5) Scorecard.

## **100 - General - 66.7**%

10 - Finance and Administration 10000 - Indirect Pool 08/01/2025 - 08/31/2025

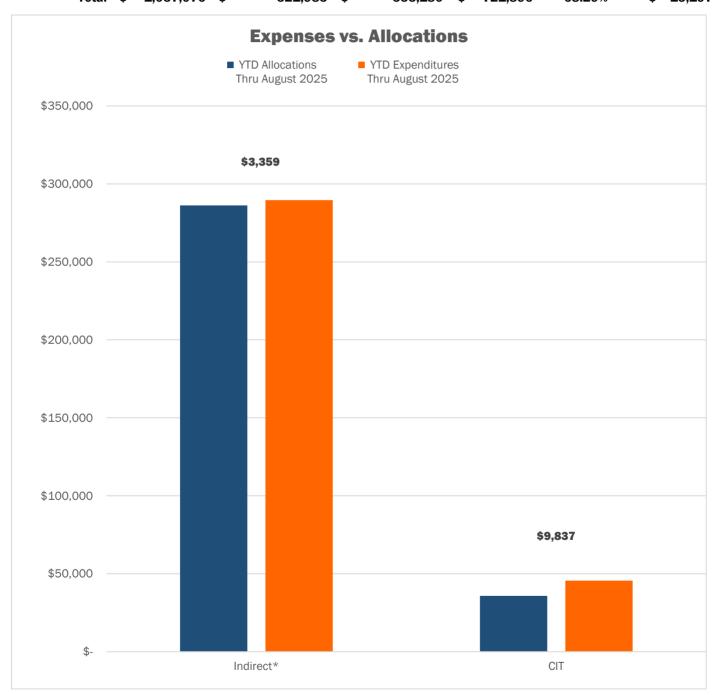
				Current Month					% of Budget
		Budget Actual Year-to-Date						Budget Balance	Remaining
INDIDECT CALADY		Duuget		Actual		Tear-to-Date		- Duuget Dalailee	Kemaning
INDIRECT SALARY									
Indirect Salary	Φ.	400.077.40	Φ.	24 002 40	Φ.	404 000 40	Φ.	204 204 72	70.000/
Salaries	\$	428,977.10	\$	31,223.10	\$	124,892.40	\$	304,084.70	70.89%
FICA/Medicare	\$	32,816.75	\$	2,375.00	\$	9,503.51	\$	23,313.24	71.04%
Unemployment Insurance	\$	276.23	\$	-	\$	-	\$	276.23	100.00%
Workers Compensation	\$	1,669.96	\$	128.02	\$	512.08	\$	1,157.88	69.34%
Insurance Health HDHP	\$	17,701.08	\$	1,623.08	\$	6,011.24	\$	11,689.84	66.04%
Insurance Health Copay Medical	\$	399.83	\$	<u>-</u>	\$	-	\$	399.83	100.00%
Insurance Health HMO Medical	\$	8,914.68	\$	685.74	\$	2,742.96	\$	6,171.72	69.23%
Dental	\$	1,631.60	\$	114.48	\$	457.92	\$	1,173.68	71.93%
Health Savings Account	\$	7,265.97	\$	468.76	\$	1,875.04	\$	5,390.93	74.19%
Health Reimbursement Account	\$	161.54	\$	-	\$	-	\$	161.54	100.00%
Health Reimbursement HMO Accou		1,555.32	\$	119.64	\$	478.56	\$	1,076.76	69.23%
Limited FSA	\$	500.04	\$	17.76	\$	71.04	\$	429.00	85.79%
Life Insurance	\$	316.22	\$	24.00	\$	96.00	\$	220.22	69.64%
Fraud Hotline	\$	60.73	\$	-	\$	56.40	\$	4.33	7.13%
Retirement	\$	30,028.20	\$	(3,098.32)	\$	(4,262.49)	\$	34,290.69	114.19%
FSA Admin Fee	\$	85.80	\$	11.54	\$	46.16	\$	39.64	46.20%
HSA Admin Fee	\$	130.20	\$	8.40	\$	33.60	\$	96.60	74.19%
HRA Admin Fee	\$	48.00	\$	3.70	\$	14.80	\$	33.20	69.17%
COBRA Admin Fee	\$	39.80	\$	3.84	\$	15.36	\$	24.44	61.41%
HRA No Med Admin Fee	\$	1.85	\$		\$	-	\$	1.85	100.00%
Total INDIRECT SALARY	\$	532,580.90	\$	33,708.74	\$	142,544.58	\$	390,036.32	73.24%
CONTRACTED SERVICES		,		,		,		,	
Janitorial	\$	15,836.00	\$	1,319.65	\$	5,278.60	\$	10,557.40	66.67%
Lawn Service	\$	3,466.00	\$	288.98	\$	1,155.92	\$	2,310.08	66.65%
Pest Control	\$	1,689.00	\$	-	\$	410.00	\$	1,279.00	75.73%
Total CONTRACTED SERVICES	\$	20,991.00	\$	1,608.63	Ś	6,844.52	Ś	14,146.48	67.39%
PROFESSIONAL SERVICES	Ą	20,991.00	Ą	1,008.03	Ą	0,044.32	Ą	14,140.48	01.55%
Audit	\$	52,500.00	\$	24,250.00	\$	49,900.00	\$	2,600.00	4.95%
Financial Consultant	\$	23,000.00	\$	24,230.00	\$	593.75	\$	22,406.25	97.42%
	•	5,000.00		-		595.75	\$	5,000.00	100.00%
Legal	\$	-	\$		\$				
Total PROFESSIONAL SERVICES	\$	80,500.00	\$	24,250.00	\$	50,493.75	\$	30,006.25	37.27%
UTILITIES	_	10 -00 00				4- 4-0 4-	_		<b>0.4.4</b> =0/
Electric	\$	43,500.00	\$	4,843.05	\$	15,456.15	\$	28,043.85	64.47%
Natural Gas	\$	24,000.00	\$	779.62	\$	4,565.85	\$	19,434.15	80.98%
Sanitation	\$	1,720.00	\$	139.40	\$	557.60	\$	1,162.40	67.58%
Water	\$	3,400.00	\$	285.68	\$	1,136.83	\$	2,263.17	66.56%
Total UTILITIES	\$	72,620.00	\$	6,047.75	\$	21,716.43	\$	50,903.57	<b>70.10</b> %
OTHER									
Advertising	\$	1,000.00	\$	-	\$	-	\$	1,000.00	100.00%
Bank Fee	\$	-	\$	-	\$	604.93	\$	(604.93)	0.00%
Copier Expense	\$	2,500.00	\$	114.75	\$	624.50	\$	1,875.50	75.02%
Depreciation	\$	119,840.00	\$	9,986.67	\$	39,946.67	\$	79,893.33	66.67%
Dues/Subscriptions	\$	12,300.00	\$	317.40	\$	378.05	\$	11,921.95	96.93%
Equipment Lease	\$	1,764.00	\$	-	\$	440.41	\$	1,323.59	75.03%
Insurance	\$	14,000.00	\$	-	\$	-	\$	14,000.00	100.00%
Page 105									

		<b>Current Month</b>			% of Budget
	Budget	 Actual	Year-to-Date	Budget Balance	Remaining
Postage	\$ 500.00	\$ -	\$ 141.75	\$ 358.25	71.65%
Supplies	\$ 13,000.00	\$ 1,699.92	\$ 4,633.44	\$ 8,366.56	64.36%
Telephone	\$ 2,320.00	\$ 190.67	\$ 762.74	\$ 1,557.26	67.12%
Travel	\$ 4,700.00	\$ 134.90	\$ 1,231.85	\$ 3,468.15	73.79%
<b>Building Maintenance</b>	\$ 32,800.00	\$ 4,104.10	\$ 7,845.68	\$ 24,954.32	76.08%
Elevator Maintenance	\$ 7,100.00	\$ 627.37	\$ 2,508.49	\$ 4,591.51	64.67%
HVAC Interest	\$ 11,396.00	\$ 3,103.64	\$ 6,263.05	\$ 5,132.95	45.04%
ED Travel	\$ 8,400.00	\$ 646.16	\$ 2,584.64	\$ 5,815.36	69.23%
Total OTHER	\$ 231,620.00	\$ 20,925.58	\$ 67,966.20	\$ 163,653.80	70.66%
Total INDIRECT	\$ 938,311.90	\$ 86,540.70	\$ 289,565.48	\$ 648,746.42	<b>69.14</b> %
YTD Budget			\$ 312,770.63		
REIMBURSEMENT					
Allocation Indirect Expense	\$ 938,311.90	\$ 74,029.72	\$ 286,206.16	\$ 652,105.74	<u>69.50</u> %
Total REIMBURSEMENT	\$ 938,311.90	\$ 74,029.72	\$ 286,206.16	\$ 652,105.74	69.50%
YTD Budget			\$ 312,770.63		
CENTRAL IT					
IT-Voice & Data Service	\$ 9,840.00	\$ 806.69	\$ 3,226.76	\$ 6,613.24	67.21%
IT-Hardware	\$ 3,000.00	\$ -	\$ 2,489.61	\$ 510.39	17.01%
Network Professional Services	\$ 83,737.00	\$ 7,844.00	\$ 27,006.18	\$ 56,730.82	67.75%
Software-Licensing-Maint	\$ 22,187.00	\$ 44.38	\$ 12,891.69	\$ 9,295.31	41.90%
Total EXPENSES	\$ 118,764.00	\$ 8,695.07	\$ 45,614.24	\$ 73,149.76	<b>61</b> .59%
YTD Budget			\$ 39,588.00		
REIMBURSEMENT					
Allocation CIT Expense	\$ 118,764.00	\$ 9,280.68	\$ 35,776.94	\$ 82,987.06	69.88%
Total REIMBURSEMENT	\$ 118,764.00	\$ 9,280.68	\$ 35,776.94	\$ 82,987.06	69.88%
YTD Budget			\$ 39,588.00		



## **FYE 2026 YTD Indirect and CIT Budgets**

		A	FY 2026 pproved Budget		YTD Allocations Thru August 2025					Un	der/(Over)	
Indirect*		\$	938,312	\$	286,206	\$	289,565	\$	648,746	69.14%	\$	3,359
CIT			118,764		35,777		45,614		73,150	61.59%		9,837
	Total	Ś	1.057.076	Ś	321.983	Ś	335.180	Ś	721.896	68.29%	Ś	13.197



<sup>\*</sup>Includes Year-to-Date Depreciation Expense Estimate

## **Texoma Council of Governments**

Financial Information
Balance Sheet for the Fiscal Years Ended: 2026

					Current Month Not	
	Prior Year	Prior Month	Year-to-Date		Reconciled	
	8/31/2024)	8/31/2025	Change (\$)	Change (%)	(09/30/2025)	Notes
ASSETS						
Current Assets						
Cash in Bank General	458,513.00	338,793.00	(119,720.00)	-26.11%	86,633.00	CASH DOWN REC UP
Cash in Bank TCEQ	3,563.00	30.00	(3,533.00)	-99.16%	30.00	SPENT ALL FUNDS ON HHW
Cash in Bank Local	132,085.00	5,011.00	(127,074.00)	-96.21%	5,011.00	MOVED TO TEXPOOL
Cash in Bank 911	586,995.00	537,458.00	(49,537.00)	-8.44%	870,872.00	
Cash in Bank FSS	146,911.00	188,837.00	41,926.00	28.54%	197,348.00	
Cash in Bank Section 8	1,070,475.00	1,302,480.00	232,005.00	21.67%	1,329,010.00	
Cash in Bank FSS Forfeiture	27,980.00	41,237.00	13,257.00	47.38%	41,237.00	
Texpool Investment Acct	21,449.00	347,995.00	326,546.00	1522.43%	347,995.00	RECEIVED FROM LOCAL
Accounts Receivable	537,152.00	785,338.00	248,186.00	46.20%	390,917.00	CASH DOWN REC UP
Travel Advance	544.00	1,151.00	607.00	111.58%	893.00	
Prepaid Items	217,365.00	99,793.00	(117,572.00)	-54.09%	99,793.00	
Due From	2,083,604.00	1,254,138.00	(829,466.00)	-39.81%	1,460,985.00	DIFF ROLLING GRANTS FORWARD
Lease Receivable	145,415.00	0.00	(145,415.00)	-100.00%	-	Y/E ENTRIES HAVE BEEN MADE
Other Assets	(10,312.00)	49,983.00	60,295.00	- <u>584.71</u> %	49,983.00	YEAR END (OVER) UNDER
<u>Total Current Assets</u>	5,421,739.00	4,952,244.00	(469,495.00)	- <u>8.66</u> %	4,880,707.00	
Fixed Assets						
<b>Building &amp; Improvements</b>	3,819,747.00	3,830,607.00	10,860.00	0.28%	3,830,607.00	BOILER ROOM AU
Furniture, Vehicles & Other	4,069,764.00	4,069,764.00	0.00	0.00%	4,069,764.00	NO ACTIVITY
Accumulated Depreciation	(4,466,744.00)	(4,765,481.00)	(298,737.00)	6.69%	(4,765,481.00)	
Leased Assets	123,271.00	144,624.00	21,353.00	17.32%	144,624.00	
Leased Assets Amortization	(23,743.00)	(45,096.00)	(21,353.00)	89.93%	(45,096.00)	Y/E ENTRIES HAVE BEEN MADE
Total Fixed Assets	3,522,295.00	3,234,418.00	(287,877.00)	-8.17%	3,234,418.00	Y/E ENTRIES HAVE BEEN MADE
Total ASSETS	8,944,034.00	8,186,662.00	(757,372.00)	-8.47%	8,115,125.00	,
LIABILITIES						
Accounts Payable	463,172.00	560,799.00	97,627.00	21.08%	302,025.00	
Payroll Liability	37,846.00	(19,081.00)	(56,927.00)	-150.42%	(18,536.00)	
FSS Escrow Liability	281,220.00	188,836.00	(92,384.00)	-32.85%	197,347.00	
Due To	2,124,396.00	1,277,164.00	(847,232.00)	-39.88%	1,460,985.00	DIFF ROLLING GRANTS FORWARD
Deferred Local Revenue	200,463.00	148,483.00	(51,980.00)	-25.93%	148,907.00	
Accrued Compensated Absences	119,796.00	126,091.00	6,295.00	5.25%	126,091.00	YEAR END ENTRY
ACC Payroll	15,248.00	14,858.00	(390.00)	-2.56%	111.00	
Long Term Debt Building Payable	1,084,211.00	977,352.00	(106,859.00)	- <u>9.86</u> %	977,352.00	HVAC/SECO LOAN
Total LIABILITIES	4,326,352.00	3,274,502.00	( <u>1,051,850.00</u> )	- <u>24.31</u> %	3,194,282.00	
Fund Balance	4,617,682.00	4,912,160.00	294,478.00	<u>6.38</u> %	4,920,843.00	
Total Liabilities & Fund Balance	8,944,034.00	8,186,662.00	( <u>757,372.00</u> )	- <u>8.47</u> %	8,115,125.00	

## **Texoma Council of Governments**

Financial Information

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

					Current Year Not	
	Prior Year Thru	Current Year Thru			Reconciled	
	8/31/2024	8/31/2025	Change (\$)	Change (%)	(09/30/2025)	
			Onungo (4)		(00/00/2020)	Notes
OPERATION REVENUE						0
Grant Revenue	7,104,731.36	7,756,943.19	652,211.83	9.18%		State is up \$159,000 NG91
Program Revenue <sup>1</sup>	446,964.27	501,828.76	54,864.49	12.27%	513,401.69	
Investment Income	440.00	14,247.22	13,807.22	3138.00%	14,247.22	Moved to commercial so
Total OPERATING REVENUE	7,552,135.63	8,273,019.17	720,883.54	<u>9.55</u> %	9,533,757.10	interest is higher and moved more to Texpool
Total Revenue	7,552,135.63	8,273,019.17	720,883.54	<u>9.55</u> %	9,533,757.10	moved more to respoor
EXPENDITURES						
Personnel Expenses	1,138,945.46	1,184,760.11	45,814.65	4.02%	1,456,331.17	
Program Expenses	100,689.86	109,387.53	8,697.67	8.64%	126,189.58	
Direct Services	5,405,687.64	5,894,530.21	488,842.57	9.04%	6,842,744.22	
Professional Fees	56,532.25	50,493.75	(6,038.50)	-10.68%	60,443.75	
Interest Expense	10,656.67	8,370.02	(2,286.65)	-21.46%	8,461.00	SECO loan
Occupancy	132,472.31	114,115.15	(18,357.16)	-13.86%	136,774.58	Contracted Serv down and
Conferences, Conventions, &	46,515.46	58,881.60	12,366.14	26.59%	61,874.70	maint down
Meetings						
Printing & Publications	19,887.43	39,616.36	19,728.93	99.20%	39,616.36	
Dues & Subscriptions	1,732.50	1,361.43	(371.07)	-21.42%	1,378.93	
Operations	29,137.80	63,404.89	34,267.09	117.60%	65,904.89	Software Licensing
Equipment	12,109.92	0.00	(12,109.92)	- <u>100.00</u> %	0.00	
Total EXPENDITURES	6,954,367.30	7,524,921.05	570,553.75	<u>8.20</u> %	8,799,719.18	
Net Revenue Over	<u>597,768.33</u>	748.098.12	<u>150,329.79</u>	<u>25.15%</u>	734,037.92	
Expenditures						
Depreciation	41,539.00	39.946.68	(1,592.32)	<u>-3.83%</u>	49.933.35	
	556,229.33	708,151.44	151,922.11	28.98%	684,104.57	

<sup>&</sup>lt;sup>1</sup> All sources of Local Revenue, Inkind Match

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

100 - General

From 8/1/2025 Through 8/31/2025

	_	Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
	REVENUE				
4020	Local Revenue	319,088.00	14,499.58	67,194.66	(251,893.34)
4040	Interest Income	0.00	1,261.97	4,574.73	4,574.73
	Total REVENUE	319,088.00	15,761.55	71,769.39	(247,318.61)
	REIMBURSEMENT				
9050	Copy Center Reimbursement	14,500.00	1,100.85	5,153.70	(9,346.30)
	Total REIMBURSEMENT	14,500.00	1,100.85	5,153.70	(9,346.30)
	TOTAL REVENUE	333,588.00	16,862.40	76,923.09	(256,664.91)
	INDIRECT SALARY				
5000	Salaries	51,950.34	3,996.16	15,984.64	35,965.70
5090	FICA/Medicare	3,974.20	305.70	1,222.80	2,751.40
5100	Unemployment Insurance	63.00	0.00	0.00	63.00
5110	Workers Compensation	211.15	16.38	65.52	145.63
5115	Insurance Health	7,422.96	571.00	2,284.00	5,138.96
5120	Dental	372.12	28.62	114.48	257.64
5200	Insurance Health Savings Account	3,047.04	234.38	937.52	2,109.52
5201	Insurance Heath Reimbursement Account	129.20	0.00	0.00	129.20
5210	Insurance Life	72.00	6.00	24.00	48.00
5231	Fraud Hotline	13.85	0.00	16.78	(2.93)
5240	Retirement	3,636.52	279.74	1,118.96	2,517.56
5910	Indirect G&A	21,868.41	1,680.84	6,723.36	15,145.05
5943	HSA Admin	54.60	4.20	16.80	37.80
5945	Cobra Admin	11.76	0.96	3.84	7.92
5946	HRA NO MED ADMIN FEE	1.85	0.00	0.00	1.85
	Total INDIRECT SALARY	92,829.00	7,123.98	28,512.70	64,316.30
	CONTRACTED SERVICES				
6130	Contracted Services	4,610.00	353.12	1,502.48	3,107.52
	Total CONTRACTED SERVICES	4,610.00	353.12	1,502.48	3,107.52

Date: 10/6/25 03:06:52

PM

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

100 - General

From 8/1/2025 Through 8/31/2025

		Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
	UTILITIES				
6625	Utilities	16,150.00	1,327.53	4,766.95	11,383.05
	Total UTILITIES	16,150.00	1,327.53	4,766.95	11,383.05
	OTHER				
6083	Cash Match	43,333.00	0.00	0.00	43,333.00
6135	Copier Expense	18,000.00	1,537.03	6,277.11	11,722.89
6153	Depreciation	26,306.00	0.00	0.00	26,306.00
6160	Dues/Subscriptions	100.00	0.00	0.00	100.00
6201	Equipment/Lease	396.00	0.00	96.67	299.33
6307	Insurance	3,000.00	0.00	0.00	3,000.00
6314	IT Direct Bill	7,000.83	395.50	1,571.80	5,429.03
6325	Maintenance	8,700.00	1,038.61	2,272.86	6,427.14
6450	Property Tax	15,500.00	0.00	0.00	15,500.00
6530	Service & Recognition Awards	2,750.00	9.35	215.17	2,534.83
6540	Software-Licensing-Ma	11,000.00	0.00	9,121.09	1,878.91
6570	Supplies	6,000.00	1,495.49	1,685.68	4,314.32
6572	SUPPLIES - JANITORIAL	0.00	134.55	609.87	(609.87)
6590	Telephone-Internet	840.00	70.00	277.54	562.46
6595	Training	3,500.00	0.00	0.00	3,500.00
6614	Travel	4,878.39	0.00	10.00	4,868.39
8500	Interest Expense	3,391.00	810.61	2,106.97	1,284.03
8510	Principle Payments	112,419.00	22,559.79	62,612.74	49,806.26
	Total OTHER	267,114.22	28,050.93	86,857.50	180,256.72
	TOTAL EXPENSES	380,703.22	36,855.56	121,639.63	259,063.59
	NET INCOME/LOSS	(47,115.22)	(19,993.16)	(44,716.54)	2,398.68

Date: 10/6/25 03:06:52

PM

#### STATUS AS OF: AUGUST 2025

CFDA	PROGRAM	Fede Rever			State evenue	Local evenue	Non-Cash Inkind	t	Total Revenue	Performance Period		Period Length (Months)	Months into Period	\$ Expended (Target)	% Expended (Target)	\$ Expended (Actual)	% Expended (Actual)	\$ Remaining for Expenditure	% Difference (Actual / Target)	Notes
14.871	SECTION 8	\$ 10,33	18,032					\$	10,318,032	1/1/2025	12/31/2025	12	8	\$ 6,878,688	66.67%	\$ 6,757,311	65.49%	\$ 3,560,721.34	-1.18%	ON TRACK
93.791	ADRC	\$ 6	59,723	\$	100,282			\$	170,005	9/1/2024	8/31/2025	12	12	\$ 170,005	100.00%	\$ 169,925	99.95%	\$ 80.34	-0.05%	ON TRACK BASED ON ACTIVITIES
MULT.	211 TIRN	\$ 22	L2,521	\$	212,778			\$	425,299	9/1/2024	8/31/2025	12	12	\$ 425,299	100.00%	\$ 418,404	98.38%	\$ 6,895.67	-1.62%	ON TRACK
93.568	CEAP	\$ 6,14	10,655					\$	6,140,655	1/1/2025	12/31/2025	12	8	\$ 4,093,770	66.67%	\$ 4,891,028	79.65%	\$ 1,249,626.89	12.98%	ON TRACK BASED ON ACTIVITIES
93.568	CEAP SUPPLEMENTAL	\$ 23	36,190					\$	236,190	1/1/2025	12/31/2025	12	8	\$ 157,460	66.67%	\$ -	0.00%	\$ 236,190.00	-66.67%	ON TRACK. NEED TO EXPEND ALL CEAP 2025 FUNDS
93.569	CSBG 2025	\$ 24	12,515					\$	242,515	1/1/2025	12/31/2025	12	8	\$ 161,677	66.67%	\$ 147,570	60.85%	\$ 94,945.41	-5.82%	ON TRACK BASED ON ACTIVITIES
93.568	LIHEAP 2025	\$ 85	51,042					\$	851,042	1/1/2025	12/31/2025	12	8	\$ 567,361	66.67%	\$ 563,858	66.26%	\$ 287,184.01	-0.41%	ON TRACK
81.042	DOE BIL	\$ 1,55	8,047					\$	1,558,047	7/1/2023	6/30/2026	36	26	\$ 1,125,256	72.22%	\$ 422,533	27.12%	\$ 1,135,514.05	-45.10%	ON TRACK BASE ON ACTIVITIES.
94.011	FGP	\$ 22	29,546				\$ -	\$	229,546	7/1/2024	6/30/2025	12	14	\$ 267,804	116.67%	\$ 230,913	100.60%	\$ (1,366.55)	-16.07%	ON TRACK
94.002	RSVP	\$ 12	25,000				\$ -	\$	125,000	5/29/2025	4/30/2026	12	4	\$ 41,667	33.33%	\$ 27,333	21.87%	\$ 97,666.97	-11.47%	ON TRACK BASED ON ACTIVITIES.
N/A	FGP STATE			\$	5,316			\$	5,316	9/1/2024	8/31/2025	12	12	\$ 5,316	100.00%	\$ 5,316	100.00%	\$ -	0.00%	ALL SPENT
N/A	RSVP STATE			\$	24,937		\$ 16,50	) \$	41,437	9/1/2024	8/31/2025	12	12	\$ 41,437	100.00%	\$ 41,437	100.00%	\$ 0.01	0.00%	ALL SPENT
11.303	EDA PLANNING	\$	70,000			\$ 15,000	\$ 55,00	5 \$	140,000	1/1/2024	12/31/2026	36	20	\$ 77,778	55.56%	\$ 36,831	26.31%	\$ 103,168.80	-29.25%	ON TRACK BASED ON ACTIVITIES. MOST OF THE TIME/SALARIES ARE BEING CHARGED TO EDA PUBLIC WORKS
11.303	EDA PW	\$ 20	00,000			\$ 10,000	\$ 200,00	) \$	410,000	3/1/2023	2/28/2026	36	30	\$ 341,667	83.33%	\$ 315,907	77.05%	\$ 94,093.25	-6.28%	ON TRACK BASED ON ACTIVITIES
N/A	MSW			\$	130,673			\$	130,673	9/1/2024	8/31/2025	12	12	\$ 130,673	100.00%	\$ 128,706	98.50%	\$ 1,966.42	-1.50%	ON TRACK - YEAR 2
N/A	TXCDBG			\$	14,898			\$	14,898	9/1/2024	8/31/2025	12	12	\$ 14,898	100.00%	\$ 8,743	58.68%	\$ 6,155.53	-41.32%	ON TRACK - ROLLS OVER
N/A	CJD			\$	71,427	\$ 23,113		\$	94,541	9/1/2024	8/31/2025	12	12	\$ 94,541	100.00%	\$ 94,541	100.00%	\$ -	0.00%	ON TRACK BASED - ROLLS OVER
N/A	911-2025			\$ 1	1,183,695			\$	1,183,695	9/1/2024	8/31/2025	12	12	\$ 1,183,695	100.00%	\$ 934,505	78.95%	\$ 249,190.24	-21.05%	ON TRACK - ROLLS OVER
N/A	HSGD IL			\$	18,375	\$ 12,434		\$	30,809	9/1/2024	8/31/2025	12	12	\$ 30,809	100.00%	\$ 30,809	100.00%	\$ -	0.00%	ON TRACK-ROLLS OVER
97.067	HLSEC PLANNING	\$ 5	50,000					\$	50,000	1/1/2025	12/31/2025	12	8	\$ 33,333	66.67%	\$ 38,979	77.96%	\$ 11,021.42	11.29%	ON TRACK BASED ON ACTIVITIES
MULT.	AAA	\$ 1,75	51,329	\$	130,228	\$ 446,487	\$ 35,00	<b>S</b>	2,363,044	10/1/2024	9/30/2025	12	11	\$ 2,166,124	91.67%	\$ 2,137,236	90.44%	\$ 225,808.43	-1.22%	ON TRACK BASED ON ACTIVITIES
	Total	\$ 22,05	4,600	\$ 1	,892,611	\$ 677,585	\$ 306,50	<b>)</b> \$	24,931,295					\$ 4,603,705	-	\$ 17,401,882	-	<i>\$ 7,529,413</i>		