TCOG

TCOG Governing Board
Meeting Agenda
Presiding Location: 1117 Gallagher Drive, Sherman, Texas
Eisenhower Room
March 19, 2026 5:30p.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. **Induct New Governing Board Member**
TCOG Governing Board Pledge: In accepting this responsibility as a Governing Board member, do you pledge: to uphold the bylaws of the organization, to be faithful in attendance, to strive to achieve the TCOG mission while representing our constituents, to foster full and active participation of all Governing Board members, and to promote the strengths of our region.

F. **Executive Directors Report**

G. **Approval of Minutes:** Approve Meeting Minutes for February 19, 2026

H. **Consent**
All matters on Consent Agenda are considered to be routine and will be enacted with one motion. There will not be separate discussion of these matters 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.

1. **FY 2026 Low-Income Housing Energy Assistance Program (LIHEAP) contract #81260004613 Amendment #1 (ES):** Ratify the FY 2026 Low-Income Energy Assistance Program (LIHEAP) contract #81260004613 Amendment #1
Judy Fullylove, Energy Services Director - Page 4

I. **Action**

1. **FY 2025 Comprehensive Energy Assistance Program (CEAP) contract amendment (ES):** Approve the FY 2025 Comprehensive Energy Assistance Program (CEAP) contract #58950004400, Amendment 4
Judy Fullylove, Energy Services Director - Page 23

2. **Texas Association of Community Action Agencies (TACAA) ONCOR Weatherization Grant (ES):** Approve the 2026 contract with the Texas Association of Community Action Agencies for weatherization assistance
Judy Fullylove, Energy Services Director - Page 30

3. **FYE 2027 Salary Schedule (AF):** Review and authorize the submission of TCOG's FYE 2027 Salary Schedule to the Office of the Governor, State Auditor, State Comptroller, and Legislative Budget Office as required per Local Government Code 391.0117
Eric Bridges, Executive Director - Page 39

4. **FYE 2026 Cost Pool Report and Monthly Financial Statements (AF):** Review and accept the monthly Cost Pool report and financial statements
Mindi Jones, Grants Manager - Page 41

J. **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.

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

TCOG Governing Board
Meeting Agenda
Presiding Location: 1117 Gallagher Drive, Sherman, Texas
Eisenhower Room
Zoom: https://us02web.zoom.us/j/88250484584
Meeting ID: 882 5048 4584
Passcode: TCOGFY2026
March 19, 2026 5:30 p.m.

K. President's Report

L. Adjourn

APPROVAL

Eric M. Bridges, Executive Director

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

TCOG Governing Board
Meeting Minutes

Presiding Location: 1117 Gallagher Drive, Sherman, Texas
February 19, 2026

Members Present: Edwina Lane, Jim Atchison, Clay Barnett, Mary Jo Dollar, John Roane, Lisa Bellows, Scott Neu (Zoom), Gayla Hawkings, Dan Powell

Members Absent: Brian Eaves, James Thorne, Newt Cunningham

A. Call to Order & Declaration of a Quorum
President Edwina Lane called the meeting to order at 5:32 p.m. and recognized a quorum.

B. Invocation and Pledges
Clay Barnett provided the invocation, and Mary Jo Dollar led the pledges.

C. Welcome Guests
Guests included: Eric Bridges (Staff), Mindi Jones (Staff), Miranda Harp (Staff), Sophia Pedraza (Staff), Christen Chaffin (Staff), Judy Fullylove (Staff), Alexis Taylor-Baker (Staff), Rob Barthow (Grantworks)

D. Public Comment
There was no public comment.

E. Approval of Minutes
Clay Barnett made a motion to accept the meeting minutes for the January 15, 2026 meeting. Jim Atchinson seconded the motion. Motion carried unanimously.

F. Action

1. A motion was made by Lisa Bellows to approve the FY 2025 Comprehensive Energy Assistance Program contract #58950004435 Amendment 2. The motion was seconded by Clay Barnett. The motion carried unanimously.
2. A motion was made by Clay Barnett to approve the Statewide Emergency Radio Infrastructure (SERI) Grant Resolution. The motion was seconded by Mary Jo Dollar. The motion carried unanimously.
3. A motion was made by Clay Barnett to accept the monthly Cost Pool Report and Financial Statements. The motion was seconded by John Roane. The motion carried unanimously.

G. Executive Director's Report

H. President's Report
Edwina Lane referenced the 9-1-1 Telecommunicator Banquet set for next Thursday (February 26th) evening and encouraged Members to attend if possible. She then thanked her fellow Members for their continued support and participation and staff for their continued great work.

I. Adjourn
Jim Atchison made a motion to adjourn at 6:15. Clay Barnett seconded the motion. The motion carried unanimously.

DRAFT

better leaders building better lives

TO: TCOG Governing Board

THRU: Eric Bridges, Executive Director

FROM: Judy Fullylove, Energy Services Department Director

DATE: March 11, 2026

RE: FY2026 Low-Income Housing Energy Assistance Program

RECOMMENDATION

Ratify FY2026 Low-Income Housing Energy Assistance Program (LIHEAP) contract #81260004613 Amendment #1.

BACKGROUND

This amendment updates the LIHEAP Priority List and the Davis-Bacon Requirements.

LIHEAP funding serves income-eligible customers across a 19-county service area consisting of: Bowie, Camp, Cass, Collin, Cooke, Delta, Denton, Fannin, Franklin, Grayson, Hopkins, Hunt, Lamar, Marion, Morris, Rains, Red River, Rockwall and Titus. LIHEAP funds can be leveraged with other sources to maximize weatherization benefits.

DISCUSSION

This amendment is effective February 1, 2026.

BUDGET

There is no change in budget amount.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 1 TO CONTRACT NUMBER 81260004613
FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2601TXLIEA
Award Year (Year of Award from HHS to TDHCA): 2026
Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment No. 1 to Low Income Home Energy Assistance Program ("LIHEAP") Weatherization Assistance Program "WAP" Contract Number. 81260004613 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 Stte of Texas ("Subrecipient") hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed FY 2026 LIHEAP WAP Contract Number **81260004613** 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. Subsection C of Section 3, SUBRECIPIENT PERFORMANCE, of this Contract is hereby amended as follows:

   Subrecipient shall, in accordance with this Contract, throughout its Service Area, develop and implement a WAP in the counties and in accordance with the terms of this Contract, the certifications attached hereto as Addendums A, B, C, and D and incorporated herein for all relevant purposes; the “Personal Responsibility and Work Opportunity Act of 1996 (“PRWORA”) Requirements for the CEAP” attached hereto as Addendum E; the “Budget and Performance Statement" attached hereto as Exhibit A and incorporated herein for all relevant purposes; the “LIHEAP Priority List” attached hereto as Exhibit B and incorporated herein for all relevant purposes; the “Davis Bacon Requirements” attached hereto as Exhibit C and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

2. Subsection C of Section 4, DEPARTMENT FINANCIAL OBLIGATIONS, of this Contract is hereby amended as follows:

   The Contract shall not be construed as creating a debt on behalf of Department in violation of Article III, Section 49(a) of the Texas Constitution. Department's obligations under this Contract are contingent upon the actual receipt and availability by Department of adequate 2026 LIHEAP federal program funds. If sufficient funds are not available to make payments under this Contract, Department may notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

3. Clause (2) of Subsection E of Section 8, ALLOWABLE EXPENDITURES, of this Contract is hereby amended as follows:

   the cost of weatherization materials and labor for air and duct sealing, insulation, allowable base load reduction measures, heating and cooling system tune ups, repairs, modification, or replacements. When commercially available, equipment installed must meet the energy efficiency standards identified in the DOE Priority List. When commercially available, gas furnaces with split systems must by at least 90% AFUE;

4. Subsection B of SECTION 30. ORAL AND WRITTEN AGREEMENTS of this Contract is hereby amended to add the following:

   The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

   (1) Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
   (2) Addendum B - Certification Regarding Drug-Free Workplace Requirements
   (3) Addendum C - Certification Regarding Environmental Tobacco Smoke
   (4) Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
   (5) Addendum E - PRWORA Requirements
   (6) Exhibit A - Budget and Performance Statement
   (7) Exhibit B - LIHEAP Priority List
   (8) Exhibit C - Davis Bacon Act Requirements

5. Exhibit B. LIHEAP PRIORITY LIST, of this contract is hereby deleted and replaced in its entirety with the attached Exhibit B.

6. The Contract is further amended by adding and incorporating to the Contact Exhibit C, “Davis Bacon Act Requirements”, attached to this Amendment No. 1 as Attachment #2.

7. 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 No. 1. In the event this Amendment No. 1 and the terms of the Contract are in conflict, this Amendment No. 1 shall govern, unless it would make the Contract void by law.

8. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

9. This Amendment No. 1 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.

10. 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.

11. By signing this Amendment No. 1, 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.

12. This Amendment No. 1 shall be binding upon the Parties hereto and their respective successors and assigns.

13. This Amendment shall be effective and memorializes an effective date of February 01, 2026.

WITNESS OUR HAND EFFECTIVE: February 01, 2026

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 81260004613
FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)

EXHIBIT B

LIHEAP PRIORITY LIST
For Single-Family, Mobile Homes, and Small Multi-Family Buildings

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

An energy conservation measure ("ECM") may include contributory items necessary for the proper installation of that ECM. The installed cost of all contributory items, associated with the proper installation, cannot exceed the cost of the individual ECM cost. Both the contributory and ECM costs are to be wrapped for the total ECM cost.

Contributory Item: Items required by current WAP Regulations, current adopted versions of NREL Standard Work Specifications ("SWS"), or State of Texas adopted International Residential Code ("IRC") to achieve a final product in a typical installation. Contributory items must be necessary to complete the proper installation and ensure proper performance of the ECM.

Incidental Repair is defined as: repairs necessary on items for the effective preservation of weatherized materials.

Instructions for Priority List:

1. Perform the Major Measures in order as they appear on the list below. Documentation (including client denial of major measures) must be provided if a Major Measure is not addressed, or end result is not achieved.

   - If the unit does not meet required criteria, then Major Measures have not been completed adequately and additional work must be considered and/or completed.

   - **Subrecipient CANNOT perform any Secondary measures until ALL criteria for Major Measures have been adequately addressed and/or installed.**

   - *If Subrecipient does NOT meet or exceed the required criteria for major measures consistently across program years, future LIHEAP Weatherization contracts for Subrecipient could be restricted on the installation of secondary measures.*

2. Once Major Measures have been adequately addressed, any of the Secondary Measures may be addressed in any order according to the professional judgment of the Subrecipient staff.

   - Decisions should be based on what is best for each individual client and unit and what has the best potential energy savings impact for that household, while maximizing allowable program expenditures.

Major Measures

1. Health & Safety
   a. Households that have a pregnant woman - Window screens/Solar screens to help prevent exposure to the Zika Virus.
   b. Must meet ASHRAE 62.2-2016 Standard.
   c. Refer to the current Health & Safety Plan
   d. To include cook stoves refer to current Texas Health & Safety Plan

2. Air Infiltration
   a. NO MAXIMUM COST LIMITATION.
   b. All costs (labor and materials) must be detailed on the Building Weatherization Report (BWR).

   c. Complete current Blower Door Data Sheet as instructed.
   d. At Subrecipient Final Inspection, MUST MEET or EXCEED the Blower Door Target as defined by TDHCA WAP Air Infiltration and Duct Sealing Target Policy.

3. Duct Sealing
   a. NO MAXIMUM COST LIMITATION.
   b. All return ducts to be sealed regardless of location.
   c. All supply ducts to be sealed when in unconditioned space.
   d. At Subrecipient Final Inspection, MUST MEET or EXCEED Duct Blaster Target (With Reference to Outside) as defined by TDHCA WAP Air Infiltration and Duct Sealing Target Policy.

4. Attic Insulation
   a. If existing insulation is assessed below local code requirement, must insulate to meet current code or to maximum capacity.
   b. Block all heat sources & attic hatches.
   c. If no insulation is added but ventilation needed, install ventilation under H&S.

5. Wall Insulation
   a. Check all exterior walls for existing insulation levels.
      i. If adequately insulated, document and proceed to next measure.
      ii. If not adequately insulated, dense pack applicable wall cavities, including above and below all windows and doors.

6. Floor Insulation
   a. If addressed, must follow current code.
   b. Vapor barrier always required.
   c. Follow OSHA accessibility standards.

Secondary Measures

- Refrigerator
  a. Replacement must be within the primary living conditioned space and justified by LIHEAP WAP Refrigerator Replacement Calculator or units fifteen (15) years old or more can be replaced without metering or further justification, as long as manufactured year is documented.
  b. Replacement refrigerator must have a label rating of less than 400kWh/yr.
  c. Replaced units must be de-manufactured properly, materials must be recycled and refrigerant properly disposed of in accordance with EPA regulations.

- Low-Cost Measures
  a. Water Savers - aerators (≤2.2 GPM) and low flow showerheads (≤2.5 GPM).
  b. Water heater tank (≥R10)/pipe (≥R2.5) insulation.

c. LED lighting replacement of all existing screw-based incandescent, halogen, or CFL used for a minimum of one hour per day.
d. Change and leave up to twelve (12) new air filters, per HVAC system.

- Smart Thermostat
  a. Install only after consultation/training with client.

- Solar Screens/Window Film
  a. Install in the following order:
     i. West, South, East, then North side of house.
  b. If the windows are covered by any permanent shading structure, then solar screens/window film cannot be installed on that window.

- Incidental Repairs
  a. Maximum expenditure allowed is Five Hundred and No/100 Dollars ($500.00).
  b. Must be related to weatherization measure.
  c. Materials include: lumber, shingles, flashing, siding, drywall, masonry supplies, minor window and door repair, gutters, downspouts, paint, stains, and sealants.
  d. Regarding mobile homes, could include mobile home skirting and overhangs to protect mobile home doors.
  e. Could also include carpentry work to protect water heaters located outside to protect DWH from weather elements.
  f. Could include roof, wall, and floor repair; excluding leveling.
  g. Repair of "essential wiring"
     i. Essential wiring defined as any wiring going directly to an appliance that is being addressed by the WX program.

- HVAC/Evaporative Cooler Replacement
  a. Complete replacement of furnace/AC/HVAC as energy efficiency measure is possibility.
     i. Must document accurate Manual J and Manual S in client file;
     ii. HVAC units with a SEER or downgraded SEER of 12 or less should be replaced. Documentation of the downgraded formula should be in the client file as part of the assessment.
     iii. The Replacement of Furnace or AC only components of the HVAC system in cases where the existing furnace or existing AC does not meet the degraded AFUE/SEER will be allowed as long as the following criteria is met:
        1. If the existing furnace is downgraded above 68% AFUE but the AC is 12 SEER or less, the AC components may be replaced, provided the new equipment meets 2023 minimum efficiency standards and must have a valid AHRI rating.
        2. If the existing furnace is downgraded below 68% AFUE but the AC is 12 SEER or above, the furnace may be replaced with equipment rated at 90% AFUE or higher and must have a valid AHRI rating.
        3. Documentation of the downgraded formulas must be in the client file as part of the assessment.
     iv. Replace existing ducted electric resistance forced-air furnace and air conditioning combination with a heat pump.

  b. Repair of central system is potentially allowable. If HVAC does not meet replacement criteria & duct sealing is addressed and/or at an acceptable level, the HVAC repair can be completed without further justification. Repairs can include, but are not limited to:
     i. Clean and tune.
     ii. Clean Evaporative and Condensing coils.
     iii. Check/adjust gas pressure.
     iv. Clean blower wheel (squirrel cage).

v. Check all controls, set heat anticipator if applicable.
vi. Clear out or redirect condensate drain line(s) and pan, as needed.

c. Replacement of window air conditioners.
   i. No replacement of window air-conditioners if a central system is replaced or repaired to working order.
   ii. Replacement must be justified by LIHEAP WAP AC Replacement Tool or units eight (8) years old or more can be replaced without metering or further justification, as long as manufactured year is documented.
   iii. Replacement unit must be a minimum of 12 CEER or higher unit of the same or lesser BTU capacity and sized according to manufacturer's room sizing specifications.

d. Mini split replacement option.
   i. Replacement of existing mini-split system is an option if downgraded SEER is 13.5 or below. Replace with minimum Energy Star, or equivalent, rated mini-split system. Documentation of the downgraded formulas must be in the client file as part of the assessment.
   ii. Replace existing combination of non-ducted fixed electric resistance heat (e.g., electric baseboard/space heater, and PTAC units), and non-ducted air conditioning (i.e., window or room A/C, including PTAC) with a minimum Energy Star, or equivalent, rated mini-split heat pump system.
   iii. Installation of an Energy Star, or equivalent, rated mini-split(s) to replace multiple room air conditioners, that are justified for replacement according to criteria above, is an allowable option, if, and only if, the mini-split installation is more cost-effective (EX: lower total cost for mini-split install vs cumulative RAC install costs).

- Doors and/or Windows
  a. Doors/windows that are structurally unsound or unable to be repaired may be replaced.
  b. Prior to replacement, Subrecipient must receive written Department approval. If prior approval is not received, costs are disallowed.
     i. Request for approval must include: unit address, sufficient written and photo documentation to support request, documentation to show all major measures are either sufficiently addressed.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 81260004613
FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)

EXHIBIT C

DAVIS BACON REQUIREMENT

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

Section 1. DAVIS BACON ACT REQUIREMENTS

The Davis Bacon Act (including references to Davis Bacon Act at 29 CFR §5.5(a)-5 and as updated by the revised Weatherization Program Notice IIJA-6 dated April 14, 2025) for units completed with Infrastructure Investment and Jobs Act ("IIJA") funds (Section 41101 and 405) awarded by the Department of Energy ("DOE") Weatherization Assistance Program ("WAP") only applies to public buildings, public works or, if layered with IIJA funding, work on multifamily buildings with five or more units.

A. *Definitions.*

For purposes of this Section, Section 1, Contract Work Hours and Safety Standards Act, and Recipient Functions, the following definitions are applicable:

(1) *"Award"* means the Award by the Department of Energy ("DOE") to a Recipient that includes a requirement to comply with the labor standards Clauses and wage rate requirement of the Davis-Bacon Act ("DBA") for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

(2) *"Construction, alteration or repair"* means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation-

(a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site

(b) Painting and decorating; or

(c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.

(3) *"Contract"* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.

(4) *"Contracting Officer"* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non -program aspects of the financial assistance process.

(5) *"Contractor"* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.

(6) *"Recipient"* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award

(7) *"Site of the work" -*

(a) Means-

(i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and

(ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;

(b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

(i) They are dedicated exclusively, or nearly so, to performance of the project; and

(ii) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and

(c) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

(i) They are dedicated exclusively, or nearly so, to performance of the project; and

(ii) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and

(d) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may b dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

(8) "*Subaward*" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) "*Subrecipient*" means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency ("CAA"), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. *Davis Bacon Act*

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed and per building type, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer 's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.\he Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate ad fringe benefits therefore only when all

(a) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(b) The classification is utilized in the area by the construction industry.

(c) The proposed wage rate, including any bona fide fringe benefits, bear a reasonable relationship to the wage rates contained in the wage determination.

(5) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

(6) The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(7) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(8) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(9) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(10) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. *Rates of Wages*

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. *Payrolls and Basic Records*

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work . Such records shall contain the name, address, and social security number of each such worker his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled David-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired . Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for the ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of a investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify -

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D (1) of this Clause, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other that permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed and building type, as specified in the applicable wage determination incorporated into the Subaward or Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(2) The Subrecipient or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Department, Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Subrecipient, or Contractor frails to submit the require records or to make them available, the Contracting Officer or Department may after written notice to the Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

E. *Withholding of Funds*

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis -Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

F. *Apprentices and Trainees*

(1) Apprentices

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed-

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services ("OATELS") or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed and building type. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually

(d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees

(a) Except as provided in 29 CFR §5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by OATELS. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed and building type. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed and building type.

(c) In the event OATELs withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(G) *Compliance with Copeland Act Requirements*

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

(H) *Subawards and Contracts*

(1) The Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Department or Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form ("SF") 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$f <http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/%24f> ile/sf1413_e.pdf. Within 14 days after issuance of a Contract or lower tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form ("SF") 1413, Statement and Acknowledgment, for each Contract and lower tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower-tier subcontracts. SF1413 is available from the Contracting Officer or at <http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE9>5A785256A26004F7EA8/$file/ sf1413e.pdf. The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms ("SF") 1413.

(I) *Contract Termination - Debarment*

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR §5.12.

(J) *Compliance with Davis-Bacon and Related Act Regulations*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

(K) *Disputes Concerning Labor Standards*

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of the Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

(L) *Certification of Eligibility*

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR §5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR §5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(M) *Approval of Wage Rates*

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

Section 2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This Section 2, entitled "Contract Work Hours and Safety Standards Act ("CWHSSA") shall apply to any Subaward or Contract in an amount in excess of $100,000. As used in this CWHSSA Clause, the terms laborers ad mechanics include watchmen and guards.

(A) *Overtime requirements.*

No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek such laborer or mechanic receives compensation at a rate not less than one and one -half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(B) *Violation; liability for unpaid wages; liquidated damages.*

In the event of any violation of the Clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of $ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in

(C) *Withholding for unpaid wages and liquidated damages.*

(1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages ad liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages.

TCOG™
better leaders building better lives

TO: TCOG Governing Board

THRU: Eric Bridges, Executive Director

FROM: Judy Fullylove, Energy Services Department Director

DATE: March 11, 2026

RE: FY2025 Comprehensive Energy Assistance Program (CEAP) Contract Amendment

RECOMMENDATION

Ratify FY2025 Comprehensive Energy Assistance Program contract #58250004400, Amendment No. 4.

BACKGROUND

The Comprehensive Energy Assistance Program (CEAP) assists low-income households with utility payments for electric, gas, and propane services. Priority is given to elderly individuals, persons with disabilities and households with children age five and younger. CEAP services are provided in seven counties: Collin, Cooke, Denton, Fannin, Grayson, Hunt and Rockwall.

DISCUSSION

Texoma Council of Governments requested to move $193,147.00 from the administration line item to direct services. The Texas Department of Housing and Community Affairs (TDHCA) approved this request and amended the utility assistance funding in the FY2025 CEAP contract. Amendment No. 4 reflects this change.

BUDGET

There is no change in the overall budget amount of $6,233,781.00.

CEAP Budget Amendment Form

Enter the requested information into the yellow cells and sign below.

Subrecipient Information	
Date Submitted (mm/dd/ccyy):	1/14/2026
Subrecipient Name:	TEXOMA COUNCIL OF GOVERNMENTS
Contract Number:	58250004400

Budget Amendment Request			
Categories	Current Budget	Change	New Budget
Administration	$450,079.00	-$193,147.27	$256,931.73
Direct Services	$5,781,202.00	$194,605.59	$5,975,807.59
Total	$6,231,281.00	$1,458.32	$6,232,739.32
Training and Technical Assistance	$2,500.00	-$1,458.32	$1,041.68
Total Grant*	$6,233,781.00	$0.00	$6,233,781.00

Direct Services Component Budget			
Categories	Current Budget	Change	New Budget
Household Crisis	$2,506,440.00		$2,506,440.00
Utility Assistance	$2,506,440.00	$387,077.04	$2,893,517.04
Program Services	$768,322.00	-$192,471.45	$575,850.55
Total Direct Services*	$5,781,202.00	$194,605.59	$5,975,807.59

Subrecipient Approval		
Signature of Preparer	*Printed name*	*Date*
	Kenisha Collston	1/14/26
Signature of Approver	*Printed name*	*Date*
	ERIC BRIDGES	1 14 26

Comprehensive Energy Assistance Program Expenditure Report

Subrecipient: Texoma Council of Governments Address: 1117 Gallagher Dr
Sherman, TX 750903108

Vendor ID: 17512921952

Part II. Financial Expenditures

	Categories	Budgeted	Expenditures					%
			Projected	Monthly	Adjusted	Returned	Cumulative	
1	Administration	$ 450,079.00	$ 25,000.00	$ 16,433.70	$ 0.00	$ 0.00	$ 206,646.96	3.72%
2	Direct Services							
	Household Crisis	$ 2,506,440.00	$ 0.00	$ 1,206.98	$ 0.00	$ 0.00	$ 76,826.90	1.38%
	Utility Assistance	$ 2,506,440.00	$ 120,410.46	$ 18,216.71	$ 0.00	$ 0.00	$ 4,815,642.64	86.61%
	Program Services	$ 768,322.00	$ 45,000.00	$ 35,884.45	$ 0.00	$ 0.00	$ 460,085.00	9.40%
3	Travel	$ 2,500.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 761.68	
4	TOTAL	$ 6,233,781.00	$ 190,410.46	$ 71,741.84	$ 0.00	$ 0.00	$ 5,559,963.18	89.19%
5	Total Projected Expenditures + Total Cumulative Expenditures						$ 5,750,373.64	
6	Total TDHCA funds requested for the current contract period						$ 5,628,136.49	
7	Refund						$ 0.00	
8	Total TDHCA funds requested for the current contract period - (Total Returned Expenditures + Refund)						$ 5,628,136.49	
9	Net Amount of this request						$ 122,237.15	
10	Remaining Balance						$ 483,407.36	

Cash on Hand	$ 0.00

APPROVAL

Preparer Approval zzsbotello Approved On: 01/12/2026 09:59 AM

Executive Approval zzebridges Approved On: 01/13/2026 16:17 PM

Department Approval Approved On:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 4 TO CONTRACT NUMBER 58250004400
FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2501TXLIEI
Award Year (Year of Award from HHS to TDHCA): 2025
Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment No. 4 to Comprehensive Energy Assistance Program Contract Number 58250004400 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 Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number 58250004400 ("Contract") on January 01, 2025 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. Budget, 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.

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 **January 14, 2026.**

WITNESS OUR HAND EFFECTIVE: **January 14, 2026**

SUBRECIPIENT:

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

By: **Eric Bridges**
Title: **Executive Director**
Date: **January 23, 2026 6:55 am**

DEPARTMENT:

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

By: **Robert Wilkinson**
Title: Its duly authorized officer or representative
Date: **January 23, 2026 7:45 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 4 TO CONTRACT NUMBER 58250004400
FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT A

BUDGET

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

DEPARTMENT FINANCIAL OBLIGATIONS

$ 6,233,781.00 CEAP FUNDS CURRENTLY AVAILABLE

$ 1,041.68 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 256,931.73	-
Direct Services	$ 5,975,807.59	-
TOTAL CEAP BUDGET	$ 6,232,739.32	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 2,506,440.00	41.94
Utility Assistance	$ 2,893,517.04	48.42
Program Services	$ 575,850.55	9.64
TOTAL DIRECT SERVICES	$ 5,975,807.59	100.00

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

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

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

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

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

Vendor Refunds

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

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

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

TCOG™
better leaders building better lives

TO: TCOG Governing Board

THRU: Eric Bridges, Executive Director

FROM: Judy Fullylove, Energy Services Department Director - JF

DATE: March 11, 2026

RE: Texas Association of Community Action Agencies (TACAA) ONCOR Weatherization

RECOMMENDATION

Approve the 2026 contract with Texas Association of Community Action Agencies.

BACKGROUND

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

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

DISCUSSION

This funding can be leveraged with LIHEAP and DOE funds to achieve the highest impact possible for low-income clients. The contract period is January 1, 2026 to October 31, 2026.

BUDGET

Total budgeted contract amount is $80,000.00 used for Labor, Materials, Program Support, & Administration. Up to $7,350.00 can be expended per dwelling. TCOG earns 9% administrative cost for salaries, indirect and program support costs.

Contract for Services
Between
Texas Association of Community Action Agencies, Inc.
And

TEXOMA COUNCIL OF GOVERNMENTS

Contract Number: TCOG-26-8-66267

Section 1. Parties to Contract

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

Section 2. Contract Period

The Contract shall commence on January 1, 2026 and, unless earlier terminated, shall end on October 31, 2026. The contract may be extended contingent upon the availability of funds from Oncor Electric Delivery Company LLC (ONCOR), satisfactory performance by the Contractor, and mutual agreement between the parties.

Section 3. Purpose

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

Section 4. Scope of Work

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

Section 5. Program Requirements and Responsibilities of Contractor

5.1 Contractor shall:

5.1.1 Determine client eligibility, including:

- ✓ Customer of Oncor (dwelling meter served by Oncor);
- ✓ Dwelling unit has refrigerated electric air conditioning; and
- ✓ Household Income:
  - Household income meets WAP eligibility, currently at or below 200% of the federal poverty guidelines; or
  - Household income is verified through the Easier Energy Efficiency Eligibility Tool (available on the E4-TX.com website). The geo-targeting tool verifies the Low-Income Weatherization (LIW) reserve program category 1C eligibility.

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

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

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

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

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

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

5.1.8 Report to Agency per Section 9 of the Contract.

5.1.9 Meet federal and state insurance regulations.

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

- ✓ **Central Heat Pumps** with a minimum with a minimum SEER2 of 14.3 or greater, EER2 of 12 or greater, HSPF2 of 7.5 or higher, and must replace an Electric Resistance Heat HV AC system.
- ✓ **Ceiling, Wall, and Floor Insulation** (Units with window air conditioning and/or space heating are **not eligible**. Units with gas heat are **not eligible** for floor insulation).
- ✓ **Air Infiltration** (Must adhere to program manual requirements with regard to minimum final ventilation ratel Infiltration reduction only eligible if 30% of less; heating are eligible, but discourage due to low deemed savings). Units with window air conditioning and/or space heating are eligible, but **discouraged** due to low deemed savings.)
- ✓ **Energy Star Refrigerator**
- ✓ **Water Heater Pipe Insulation, Water Heater Jacket(s), Showerheads, and Aerators** (electric water heaters only).
- ✓ **Energy Star Window (**may be installed only in homes with central electric air conditioning and central heating systems.

Section 6. Program Requirements and Responsibilities of Agency

6.1 Agency shall provide Contractor up to $80,000.00 to provide cost effective weatherization measures to Oncor's eligible customers, contingent upon availability of funds from Oncor. If sufficient funds are not available, Agency shall notify Contractor in writing within a reasonable time after such fact is determined. Agency shall then terminate the contract.

6.2 Agency shall:

6.2.1 Conduct quality control inspections;

6.2.2 Conduct financial and programmatic monitoring, and,

6.2.3 Report to Oncor deemed energy savings for Program, calculated from dwelling unit information reported by Contractor, as specified in Section 9 of this Contract.

Section 7. Quality Control

7.1 Inspections may be done by the Agency and/Oncor at any time, but for Agency to withhold or reduce payments for completed weatherization measures at a dwelling unit, the

inspection must be completed within 60 days from the date Agency receives a complete monthly report with all supporting documentation for the dwelling unit.

7.2 If quality control checks reveal undelivered services (i.e. services for which the Participant is eligible that are feasible and reasonable in light of conditions at the dwelling unit and that meet SIR requirements and for which funding is available), Contractor shall return **and provide such services.**

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

7.4 If Contractor fails to bring the deficient measure(s) into compliance within the 60 day period and the SIR of the dwelling unit falls below 1.0, then the remaining payment for the dwelling unit (including the associated administrative fee) will be subtracted from a current or future payment by that amount.

Section 8 Compensation

8.1 Agency will only reimburse Contractor for expenditures required to achieve electrical energy savings. Contractor will not be reimbursed for measures that do not result in electrical energy savings.

8.2 Each month, Contractor will report funds expended and projected. Contractor's requests for advances shall be limited to the minimum amount needed to perform the contracted services for a 30-day period and will be paid upon Agency's receipt of Contractor's report showing the performance. Agency reserves the right to use a cost reimbursement method of payment for all funds if (1) Agency determines Contractor has maintained excess cash balances; (2) Agency identifies any deficiency in the Contractor's cash controls or financial management; (3) Agency determines that a cost reimbursement would benefit the program; (4) Agency's funding sources require the use of a cost reimbursement method; or (5) Contractor fails to comply with any of the reporting requirements.

8.3 Contractor will be entitled to compensation to materials, labor and program support used by the federally funded WAP Service Provider to install weatherization measures for up to $7,350 per weatherized Dwelling Unit. Agency may reimburse Contractor for program support costs and up to 9% of the invoice amount for administration. Any reimbursement paid to Contractor for programmatic and administrative needs, even after the expiration of this Contract. The amount paid per Dwelling Unit cap or the calculation of the Whole House SIR. Contactor's program support costs shall be included in calculating the Whole House SIR. Contractor's program support costs shall be included in the calculation of the

$7,350 per Dwelling Unit cap, but shall not be included in calculating the Whole House SIR. At the end of the Contract period, program support costs may not exceed 13% of the total material and labor expenditures.

8.4 If it is determined that a reported dwelling unit is ineligible for participation and there are no options available to make it eligible, then that dwelling unit will be excluded from payment.

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

Section 9. Reporting

9.1 Beginning February 15, 2026, and through the end of the Contract, Contractor will ensure monthly reports are received by the Agency by the fifteenth (15th) day of each subsequent month. Agency will provide reporting form to Contractor. If no work has been performed, an email stating such will suffice. Otherwise, report will include:

9.1.1 A copy of the Audit and Building Weatherization Report for each weatherized dwelling unit;

9.1.2 A report form provided by Agency that includes demographic information, measures installed, and total amounts expended and encumbered by measure, category (materials, labor, and administrative costs) and weatherized unit;

9.1.4 A signed invoice with total amounts expended for materials, labor, program support, and administrative costs, projected expenses, and any advance requested; and

9.1.5 Additional documentation requested as necessary (see *most recent Program Manual* and report form for further details).

9.2 Contractor will report to Agency a more detailed 'pipeline' report as indicated showing the forecast of expenditures and projects. Reports will be due to Agency on March 31, 2026, July 24, 2026, and September 29, 2026 (if there are any units not yet reported).

9.3 By July 24, 2026, Contractor will report to Agency outstanding work, obligated but not reported, with estimated expenses by category (materials, labor, and administrative costs) by unit to be weatherized. Agency will provide reporting form to Contractor. By July 24, 2026, any funds not obligated may be made available for use in another ONCOR program.

9.4 Contractor agrees that it will keep accurate records of its expenditure of funds, program performance documentation, and Participant files under this Contract. Files must include a signed Participant release in which allows release of Participant information to Agency and Oncor. (Language in an existing form to this effect will suffice.)

9.5 All records required for a program audit and inspection shall be made available at the offices of the Contractor, at all reasonable times, for inspection, audit, or reproduction, until four (4) years following the last calendar day of the project year.

9.6 Failure to fulfill reporting requirements may result in withholding of payments.

9.7 Reports must be delivered by email to: mark@tacaa.org

Section 10. Termination of Contract

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

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

Section 11. Recapture of Funds

11.1 As a benchmark for measuring performance goals, as of April 30, 2026, if the amount spent or encumbered is less than 30 percent of the Contract total, Agency may, after review with Contractor, reduce the funding of the remaining allocation by up to 30 percent of the total budget.

11.2 As a secondary benchmark for measuring performance goals, as of June 30, 2026, if the amount of performance reported to Agency is less than 65 percent of the Contract total, Agency may, after review with Contractor, reduce the funding of the remaining allocation by the amount not spent.

Section 12. Miscellaneous Provisions

12.1 **Independent Contractor**. Contractor is not an employee of the Agency, Contractor is an independent contractor. Contractor agrees to comply with all applicable state, federal and local laws.

12.2. **Indemnification**. Contractor and Agency, including their respective employees, agents and elected officials, agree that each shall be responsible for its own negligent act or omissions or other tortious conduct in the court of performance of this Contract, without waiving any governmental immunity available to Contractor under Texas and other

applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

12.3 **Immunity.** This Contract is expressly made subject to Contractor's governmental immunity, including without limitation, Title 5 of the Texas Civil practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Contractor has by operation of law, or otherwise. Nothing in this Contract is intended to benefit any third party beneficiary.

12.4 **Contract Renewal and Modification**. Should Questions or disputes develop with respect to matters related to Contract terms, or with respect to contractor activities, be possible the Parties stipulate to the selection of a resolution committee to assist in resolving any issues that cannot be readily resolved through informal means. Should judicial resolution of a disputed matter become necessary, the Parties agree that the forum shell be the courts of Travis county, Texas.

12.5 **Severability**. In the event any provision of the contract is held to be void, unlawful, or otherwise unenforceable, that provision will be severed from the remainder of the Contract. The Contract, as so modified, will continue to be in full force and effect.

12.6 **Insurance**. Contractor will, at its sole expense, purchase and maintain, during the term of this contract, insurance policies with substantial and sound insurers, having coverages of the types and in the amounts specified in exhibit A, "Insurance Requirements," and submit to Agency certificates of insurance evidencing the coverage required therein, prior to the execution of this Contract. Contractor is required to provided updated Certificates of Insurance to Agency within ten business days after the expiration of each policy/ Contractor will instruct its insurance carrier or insurance agent to deliver these updated certificates of insurance directly to Agency. The requirements set forth in Exhibit A as to types and limits of insurance, as well as intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

12.7 **Publicity**. Information relating to this Contract may be released for publication and/or advertising only with the prior written approval of Agency. Contractor is expressly prohibited from using Oncor's name in any publication, advertising, or promotion without Agency's written approval.

12.8 **Binding on Successors**. This Contract will inure to the benefit of and be binding upon the undersigned Parties and entities, and their respective legal representatives, successors and assigns.

12.9 **Texas Government Code Ch. 2270 Verification**. Agency's signature on this Contract serves as written verification that Agency does not boycott Israel during the term of the Contract.

Section 13. Entire Contract

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

Section 14. Execution

This Contract is effective when signed by Agency Executive Director.

Amanda Shelton, Executive Director Texas Association of Community Action Agencies	01/202026 Date
Eric Bridges, Executive Director Texoma Council of Governments	1/20/2026 Date

TCOG office of the executive director

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TO: TCOG Governing Board
FROM: Eric M. Bridges, Executive Director EMB
DATE: March 19, 2026
RE: FYE 2027 Salary Schedule

RECOMMENDATION

Review and authorize the submission of the FYE 2027 Salary Schedule to the Office of the Governor, State Auditor, State Comptroller, and Legislative Budget Office as required per Local Government Code 391.0117.

BACKGROUND

Local Government Code 391.0177 & 391.0095c requires that for each fiscal year, each COG shall publish a salary schedule containing a classification salary schedule for classified positions and identifying the salaries for positions exempt from the classification system.

DISCUSSION

The salary schedule may not exceed, for classified positions, the state salary schedule for classified positions as prescribed by the General Appropriations Act adopted by the most recent legislature. A position may only be exempted from the classification salary schedule by the COG if the exemption and the salary paid for the exempt position is within the range determined appropriate for state exempt positions by the state auditor.

BUDGET

No impact on current FY 2026 budget

TCOG better leaders building better lives

Salary Schedule
FYE 2027

TCOG Title	Salary	Class Code	Salary Group	MIN	MID	MAX	% MIN	% MID	% MAX
Executive Director	150,991	EXEMPT	5	126,175	164,756	203,337	120%	92%	74%
Grants Manager	122,616	1622	B28	92,600	124,606	156,612	132%	98%	78%
Finance Specialist	62,880	1020	B22	57,614	75,376	93,138	109%	83%	68%
Human Resources Specialist	67,613	1737	B23	61,184	80,421	99,658	111%	84%	68%
Aging Services Director	86,678	1620	B26	76,530	102,980	129,430	113%	84%	67%
AAA Financial Manager	76,560	1574	B21	54,278	70,662	87,046	141%	108%	88%
Information & Referral Spec.	61,062	0138	A17	42,976	53,723	64,469	142%	114%	95%
Managing Local Ombudsman	52,749	3662	B19	48,244	62,136	76,028	109%	85%	69%
Ombudsman Specialist	17,215	3660	B17	21,488	26,862	32,235	80%	64%	53%
Care Coordination Specialist	55,950	5229	B19	48,244	62,136	76,028	116%	90%	74%
Care Coordination Specialist	56,929	5229	B19	48,244	62,136	76,028	118%	92%	75%
Benefits Counselor	47,450	5229	B19	36,183	46,602	57,021	131%	102%	83%
Benefits Counselor	46,337	5228	B19	48,244	62,136	76,028	96%	75%	61%
ADRC Program Specialist	42,456	5228	B17	32,232	40,292	48,352	132%	105%	88%
RSVP Supervisor.	51,629	5235	B19	48,244	62,136	76,028	107%	83%	68%
FGP Program Supervisor	48,244	5235	B19	48,244	62,136	76,028	100%	78%	63%
211 Program Manager	67,175	1600	B22	57,614	75,376	93,138	117%	89%	72%
211 Database Administrator	60,965	0211	B21	54,278	70,662	87,046	112%	86%	70%
211 Specialist	47,972	0134	A13	35,439	43,914	52,388	135%	109%	92%
211 Specialist	40,083	0134	A13	35,439	43,914	52,388	113%	91%	77%
Section 8 Program Manager	85,869	1600	B22	57,614	75,376	93,138	149%	114%	92%
Housing Finance Manager	67,000	1573	B20	51,158	66,255	81,351	131%	101%	82%
Housing Ops & Training Super	52,000	1581	B18	45,521	58,288	71,055	114%	89%	73%
Housing Specialist	46,446	5227	B15	38,976	48,511	58,045	119%	96%	80%
Occupancy Specialist	38,644	5227	B15	38,976	48,511	58,045	99%	80%	67%
Housing Specialist	38,535	5227	B15	38,976	48,511	58,045	99%	79%	66%
Special Projects Specialist	51,080	5227	B15	38,976	48,511	58,045	131%	105%	88%
PBV Specialist	38,535	5227	B15	38,976	48,511	58,045	99%	79%	66%
FSS Specialist	42,494	1570	B17	42,976	53,723	64,469	99%	79%	66%
Energy Services Director	92,863	1620	B26	76,530	102,980	129,430	121%	90%	72%
CEAP Manager	66,948	1600	B22	57,614	75,376	93,138	116%	89%	72%
Energy Specialist	41,585	0136	A15	38,976	48,511	58,045	107%	86%	72%
Energy Specialist	41,769	0136	A15	38,976	48,511	58,045	107%	86%	72%
Energy Specialist	41,585	0136	A15	38,976	48,511	58,045	107%	86%	72%
Energy Specialist	44,476	0136	A15	38,976	48,511	58,045	114%	92%	77%
Customer Services Specialist	27,814	0132	A11	32,332	39,844	47,355	86%	70%	59%
Customer Services Specialist	36,428	0132	A11	32,332	39,844	47,355	113%	91%	77%
WAP Manager	66,702	1600	B22	57,614	75,376	93,138	116%	88%	72%
Weatherization Inspector	42,103	1324	B16	40,918	51,024	61,130	103%	83%	69%
Weatherization Inspector	40,706	1323	B16	40,918	51,024	61,130	99%	80%	67%
Weatherization Inspector	45,605	1324	B18	45,521	58,288	71,055	100%	78%	64%
Weatherizaion Inspector	40,706	1323	B16	40,918	51,024	61,130	99%	80%	67%
Weatherization Specialist	43,935	0134	A13	35,439	43,914	52,388	124%	100%	84%
CSBG Case Manager	39,865	5227	B15	38,976	48,511	58,045	102%	82%	69%
Economic Dev Specialist	65,000	1584	B21	54,278	70,662	87,046	120%	92%	75%
Economic Dev Planner	45,521	0516	B18	45,521	58,288	71,055	100%	78%	64%
Regional Dev Specialist	45,521	0516	B18	45,521	58,288	71,055	100%	78%	64%
911 Addressing Specialist	51,950	0271	B20	51,158	66,255	81,351	102%	78%	64%
CJ/EP Program Supervisor	66,026	1582	B19	48,244	62,136	76,028	137%	106%	87%
911 Program Manager	83,815	1600	B22	57,614	75,376	93,138	145%	111%	90%
GIS Specialist	80,556	0272	B22	57,614	75,376	93,138	140%	107%	86%
Total	2,875,636								

TCOG office of the executive director

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TO: TCOG Governing Board
FROM Mindi Jones, Grant Manager *MJ*
DATE: March 19, 2026
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 - 25.0%
10 - Finance and Administration
10000 - Indirect Pool
01/01/2026 - 01/31/2026

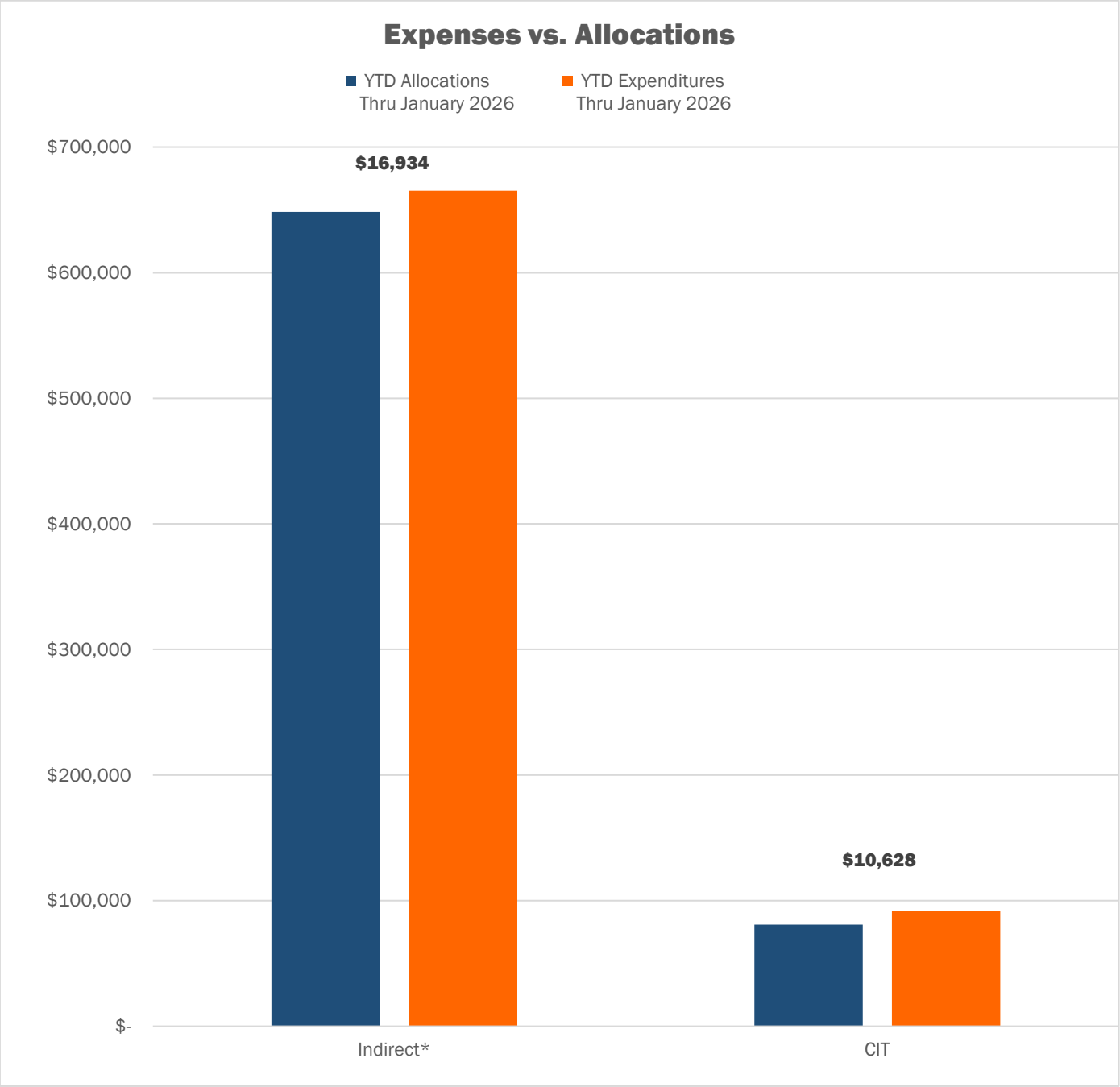
	Budget	Current Month Actual	Year-to-Date	Budget Balance	% of Budget Remaining
INDIRECT SALARY					
Salaries	$ 428,977.10	$ 31,223.10	$ 296,619.45	$ 132,357.65	30.85%
FICA/Medicare	$ 32,816.75	$ 2,375.00	$ 22,566.01	$ 10,250.74	31.24%
Unemployment Insurance	$ 276.23	$ 196.59	$ 196.59	$ 79.64	28.83%
Workers Compensation	$ 1,669.96	$ 128.02	$ 1,216.19	$ 453.77	27.17%
Insurance Health HDHP	$ 17,701.08	$ 1,623.08	$ 14,938.18	$ 2,762.90	15.61%
Insurance Health Copay Medical	$ 399.83	$ -	$ -	$ 399.83	100.00%
Insurance Health HMO Medical	$ 8,914.68	$ 685.74	$ 6,514.53	$ 2,400.15	26.92%
Dental	$ 1,631.60	$ 114.48	$ 1,087.56	$ 544.04	33.34%
Health Savings Account	$ 7,265.97	$ 468.76	$ 4,453.22	$ 2,812.75	38.71%
Health Reimbursement Account	$ 161.54	$ -	$ -	$ 161.54	100.00%
Health Reimbursement HMO Accou	$ 1,555.32	$ 119.64	$ 1,136.58	$ 418.74	26.92%
Limited FSA	$ 500.04	$ 17.76	$ 168.72	$ 331.32	66.26%
Life Insurance	$ 316.22	$ 24.00	$ 228.00	$ 88.22	27.90%
Fraud Hotline	$ 60.73	$ -	$ 56.40	$ 4.33	7.13%
Retirement	$ 30,028.20	$ 2,175.92	$ (12,325.95)	$ 42,354.15	141.05%
FSA Admin Fee	$ 85.80	$ 11.54	$ 109.63	$ (23.83)	(27.77)%
HSA Admin Fee	$ 130.20	$ 8.40	$ 79.80	$ 50.40	38.71%
HRA Admin Fee	$ 48.00	$ 3.70	$ 35.15	$ 12.85	26.77%
COBRA Admin Fee	$ 39.80	$ 3.84	$ 36.48	$ 3.32	8.34%
HRA No Med Admin Fee	$ 1.85	$ -	$ -	$ 1.85	100.00%
Total INDIRECT SALARY	**$ 532,580.90**	**$ 39,179.57**	**$ 337,116.54**	**$ 195,464.36**	**36.70%**
CONTRACTED SERVICES					
Janitorial	$ 15,836.00	$ 1,319.65	$ 11,876.85	$ 3,959.15	25.00%
Lawn Service	$ 3,466.00	$ 288.98	$ 2,600.82	$ 865.18	24.96%
Pest Control	$ 1,689.00	$ -	$ 1,435.00	$ 254.00	15.04%
Total CONTRACTED SERVICES	**$ 20,991.00**	**$ 1,608.63**	**$ 15,912.67**	**$ 5,078.33**	**24.19%**
PROFESSIONAL SERVICES					
Audit	$ 52,500.00	$ -	$ 58,900.00	$ (6,400.00)	(12.19)%
Financial Consultant	$ 23,000.00	$ -	$ 17,157.95	$ 5,842.05	25.40%
Legal	$ 5,000.00	$ 1,050.00	$ 2,825.00	$ 2,175.00	43.50%
Total PROFESSIONAL SERVICES	**$ 80,500.00**	**$ 1,050.00**	**$ 78,882.95**	**$ 1,617.05**	**2.01%**
UTILITIES					
Electric	$ 43,500.00	$ 4,117.19	$ 37,820.19	$ 5,679.81	13.06%
Natural Gas	$ 24,000.00	$ 2,940.54	$ 13,880.95	$ 10,119.05	42.16%
Sanitation	$ 1,720.00	$ 139.40	$ 1,254.60	$ 465.40	27.06%
Water	$ 3,400.00	$ 262.74	$ 2,699.72	$ 700.28	20.60%
Total UTILITIES	**$ 72,620.00**	**$ 7,459.87**	**$ 55,655.46**	**$ 16,964.54**	**23.36%**
OTHER					
Advertising	$ 1,000.00	$ -	$ 137.89	$ 862.11	86.21%
Bank Fee	$ -	$ 434.54	$ 2,932.70	$ (2,932.70)	0.00%
Copier Expense	$ 2,500.00	$ 133.55	$ 1,455.35	$ 1,044.65	41.79%
Depreciation	$ 119,840.00	$ 9,986.67	$ 89,880.00	$ 29,960.00	25.00%
Dues/Subscriptions	$ 12,300.00	$ 135.00	$ 11,471.54	$ 828.46	6.74%
Equipment Lease	$ 1,764.00	$ 317.10	$ 1,233.16	$ 530.84	30.09%
Insurance	$ 14,000.00	$ -	$ 15,326.93	$ (1,326.93)	(9.48)%
Postage	$ 500.00	$ 333.00	$ 545.05	$ (45.05)	(9.01)%

	Budget	Current Month Actual	Year-to-Date	Budget Balance	% of Budget Remaining
Shredding	$ -	$ -	$ 984.50	$ (984.50)	0.00%
Office Supplies	$ 13,000.00	$ 896.94	$ 3,048.92	$ 9,951.08	76.55%
Janitorial Supplies	$ -	$ -	$ 3,504.51	$ (3,504.51)	0.00%
Telephone	$ 2,320.00	$ 190.77	$ 1,716.52	$ 603.48	26.01%
Travel	$ 4,700.00	$ 80.20	$ 2,322.89	$ 2,377.11	50.58%
Building Maintenance	$ 32,800.00	$ 543.90	$ 22,026.34	$ 10,773.66	32.85%
Elevator Maintenance	$ 7,100.00	$ 664.39	$ 5,758.08	$ 1,341.92	18.90%
HVAC Interest	$ 11,396.00	$ -	$ 9,310.63	$ 2,085.37	18.30%
ED Travel	$ 8,400.00	$ 646.16	$ 6,138.52	$ 2,261.48	26.92%
Total OTHER	**$ 231,620.00**	**$ 14,362.22**	**$ 177,793.53**	**$ 53,826.47**	**23.24%**
Total INDIRECT	**$ 938,311.90**	**$ 63,660.29**	**$ 665,361.15**	**$ 272,950.75**	**29.09%**
YTD Budget			**$ 703,733.93**		
REIMBURSEMENT					
Allocation Indirect Expense	$ 938,311.90	$ 63,317.02	$ 648,427.50	$ 289,884.40	30.89%
Total REIMBURSEMENT	**$ 938,311.90**	**$ 63,317.02**	**$ 648,427.50**	**$ 289,884.40**	**30.89%**
YTD Budget			**$ 703,733.93**		
CENTRAL IT					
IT-Voice & Data Service	$ 9,840.00	$ 819.18	$ 7,285.19	$ 2,554.81	25.96%
IT-Hardware	$ 3,000.00	$ -	$ 2,489.61	$ 510.39	17.01%
Network Professional Services	$ 83,737.00	$ 7,521.33	$ 64,493.51	$ 19,243.49	22.98%
Software-Licensing-Maint	$ 22,187.00	$ 2,701.44	$ 17,269.26	$ 4,917.74	22.16%
Total EXPENSES	**$ 118,764.00**	**$ 11,041.95**	**$ 91,537.57**	**$ 27,226.43**	**22.92%**
YTD Budget			**$ 89,073.00**		
REIMBURSEMENT					
Allocation CIT Expense	$ 118,764.00	$ 7,785.39	$ 80,909.79	$ 37,854.21	31.87%
Total REIMBURSEMENT	**$ 118,764.00**	**$ 7,785.39**	**$ 80,909.79**	**$ 37,854.21**	**31.87%**
YTD Budget			**$ 89,073.00**		

TCOG administration & finance

FYE 2026 YTD Indirect and CIT Budgets

	FY 2026 Approved Budget	YTD Allocations Thru January 2026	YTD Expenditures Thru January 2026	Budget Balance	% of Budget Remaining	Under/(Over)
Indirect*	$ 938,312	$ 648,428	$ 665,361	$ 272,951	29.09%	$ 16,934
CIT	118,764	80,910	91,538	27,226	22.92%	10,628
Total	**$ 1,057,076**	**$ 729,337**	**$ 756,899**	**$ 300,177**	**28.40%**	**$ 27,561**



*Includes Year-to-Date Depreciation Expense Estimate

Texoma Council of Governments
Financial Information
Balance Sheet for the Fiscal Years Ended: 2026

	Prior Year 1/31/2025)	Prior Month 1/31/2026	Year-to-Date Change ($)	Change (%)	Current Month Not Reconciled (2/28/2026)	Notes
ASSETS						
Current Assets						
Cash in Bank General	1,097,548.00	323,394.00	(774,154.00)	-70.53%	828,529.00	AR up cash down
Cash in Bank TCEQ	809.00	30.00	(779.00)	-96.29%	30.00	SPENT ALL FUNDS ON HHW
Cash in Bank Local	7,086.00	5,035.00	(2,051.00)	-28.94%	5,240.00	COLLECT DUES IN MAR AND APRIL
Cash in Bank 911	599,939.00	741,582.00	141,643.00	23.61%	662,688.00	
Cash in Bank FSS	190,783.00	208,476.00	17,693.00	9.27%	203,003.00	
Cash in Bank Section 8	1,020,420.00	1,403,032.00	382,612.00	37.50%	1,848,424.00	
Cash in Bank FSS Forfeiture	27,980.00	42,156.00	14,176.00	50.66%	42,156.00	
Texpool Investment Acct	189,570.00	353,602.00	164,032.00	86.53%	354,600.00	RECEIVED FROM LOCAL
Accounts Receivable	894,032.00	1,191,238.00	297,206.00	33.24%	175,143.00	TDHCA Jan 25 billied 428,000 in Jan 26 billed 790,110
Travel Advance	0.00	0.00	0.00	0.00%	-	
Prepaid Items	220,381.00	102,223.00	(118,158.00)	-53.62%	101,920.00	911 PREPAID GOING DOWN EACH YR BY $56,886
Due From	3,082,040.00	2,416,559.00	(665,481.00)	-21.59%	2,592,606.00	
Lease Receivable	145,415.00	(1.00)	(145,416.00)	-100.00%	(1.00)	
Other Assets	(10,312.00)	49,983.00	60,295.00	-584.71%	49,983.00	YEAR END (OVER) UNDER
Total Current Assets	7,465,691.00	6,837,309.00	(628,382.00)	-8.42%	6,864,321.00	
Fixed Assets						
Building & Improvements	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)	
Total Fixed Assets	3,522,295.00	3,234,418.00	(287,877.00)	-8.17%	3,234,418.00	
Total ASSETS	10,987,986.00	10,071,727.00	(916,259.00)	-8.34%	10,098,739.00	
LIABILITIES						
Accounts Payable	887,032.00	465,025.00	(422,007.00)	-47.58%	357,543.00	If you take the cash plus AR and subtract the AP the diff is only $54,941
Payroll Liability	36,918.00	(26,903.00)	(63,821.00)	-172.87%	(28,231.00)	Timing of Health Ins invoices
FSS Escrow Liability	164,270.00	194,213.00	29,943.00	18.23%	203,003.00	
Due To	3,082,040.00	2,416,559.00	(665,481.00)	-21.59%	2,592,606.00	
Deferred Local Revenue	341,109.00	145,959.00	(195,150.00)	-57.21%	146,459.00	DEF INFLOW LEASES -$134,309 - DEF REV DOWN BY $56,884
Accrued Compensated Absences	119,796.00	126,091.00	6,295.00	5.25%	126,091.00	
ACC Payroll	111.00	111.00	0.00	0.00%	111.00	
Long Term Debt Building Payable	1,084,211.00	977,352.00	(106,859.00)	-9.86%	977,352.00	HVAC/SECO LOAN
Total LIABILITIES	5,715,487.00	4,298,407.00	(1,417,080.00)	-24.79%	4,374,934.00	
Fund Balance	5,272,499.00	5,773,320.00	500,821.00	9.50%	5,723,805.00	
Total Liabilities & Fund Balance	10,987,986.00	10,071,727.00	(916,259.00)	-8.34%	10,098,739.00	

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

	Prior Year Thru 1/31/2025	Current Year Thru 1/31/2026	Change ($)	Change (%)	Current Year Not Reconciled (2/28/2026)	*Notes*
OPERATION REVENUE						
Grant Revenue	15,457,967.29	16,188,927.13	730,959.84	4.73%	17,034,658.13	*Federal is up (Sec 8)*
Program Revenue[1]	1,059,872.49	1,090,092.81	30,220.32	2.85%	1,128,400.22	
Investment Income	3,691.88	31,154.22	27,462.34	743.86%	34,250.68	*Moved $ to Texpool*
Total OPERATING REVENUE	16,521,531.66	17,310,174.16	788,642.50	4.77%	18,197,309.03	
Total Revenue	16,521,531.66	17,310,174.16	788,642.50	4.77%	18,197,309.03	
EXPENDITURES						
Personnel Expenses	2,694,443.98	2,698,935.78	4,491.80	0.17%	2,970,098.88	
Program Expenses	323,762.46	460,031.21	136,268.75	42.09%	485,131.28	
Direct Services	11,632,886.02	11,906,235.91	273,349.89	2.35%	12,477,939.33	*Rev/Sec 8 Drct Srvs up*
Professional Fees	61,726.25	78,882.95	17,156.70	27.79%	78,882.95	
Interest Expense	16,947.26	12,241.94	(4,705.32)	-27.76%	15,889.80	*Mort paid off*
Occupancy	273,675.20	239,349.53	(34,325.67)	-12.54%	280,848.77	*Mort paid off*
Conferences, Conventions, & Meetings	130,583.29	100,672.83	(29,910.46)	-22.91%	110,387.49	
Printing & Publications	34,310.55	59,014.72	24,704.17	72.00%	63,036.00	
Dues & Subscriptions	19,783.10	24,654.34	4,871.24	24.62%	31,832.77	
Operations	68,985.84	132,627.69	63,641.85	92.25%	134,982.04	*Software Licensing*
Capital Equipment	51,288.89	9,055.00	(42,233.89)	-82.35%	9,055.00	*Water Heater*
Total EXPENDITURES	15,308,392.84	15,721,701.90	413,309.06	2.70%	16,658,084.31	
Net Revenue Over Expenditures	1,213,138.82	1,588,472.26	375,333.44	30.94%	1,539,224.72	
Depreciation	93,462.75	89,880.03	(3,582.72)	-3.83%	99,866.70	
	1,119,676.07	1,498,592.23	378,916.16	34.77%	1,439,358.02	

[1] All sources of Local Revenue, Inkind Match

Texoma Council of Governments

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

100 - General

From 1/1/2026 Through 1/31/2026

		Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
	REVENUE				
4020	Local Revenue	319,088.00	15,005.85	216,411.92	(102,676.08)
4040	Interest Income	0.00	1,115.13	10,206.13	10,206.13
	Total REVENUE	319,088.00	16,120.98	226,618.05	(92,469.95)
	REIMBURSEMENT				
9050	Copy Center Reimbursement	14,500.00	1,195.00	10,866.50	(3,633.50)
	Total REIMBURSEMENT	14,500.00	1,195.00	10,866.50	(3,633.50)
	TOTAL REVENUE	333,588.00	17,315.98	237,484.55	(96,103.45)
	INDIRECT SALARY				
5000	Salaries	51,950.34	6,283.61	42,666.67	9,283.67
5010	Salary Longevity	0.00	25.66	49.24	(49.24)
5090	FICA/Medicare	3,974.20	478.66	3,260.76	713.44
5100	Unemployment Insurance	63.00	44.17	44.17	18.83
5110	Workers Compensation	211.15	25.86	175.10	36.05
5115	Insurance Health	7,422.96	592.96	5,636.40	1,786.56
5116	Insurance Health CoPay Medical	0.00	339.64	456.59	(456.59)
5120	Dental	372.12	44.53	302.41	69.71
5200	Insurance Health Savings Account	3,047.04	243.39	2,313.60	733.44
5201	Insurance Heath Reimbursement Account	129.20	32.97	44.31	84.89
5210	Insurance Life	72.00	9.33	63.39	8.61
5231	Fraud Hotline	13.85	0.00	16.78	(2.93)
5240	Retirement	3,636.52	439.85	2,986.74	649.78
5910	Indirect G&A	21,868.41	2,645.93	17,926.94	3,941.47
5943	HSA Admin	54.60	4.36	41.46	13.14
5944	HRA Admin	0.00	1.92	2.60	(2.60)
5945	Cobra Admin	11.76	1.49	10.13	1.63
5946	HRA NO MED ADMIN FEE	1.85	0.00	0.00	1.85
	Total INDIRECT SALARY	92,829.00	11,214.33	75,997.29	16,831.71
	CONTRACTED SERVICES				

Texoma Council of Governments

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

100 - General

From 1/1/2026 Through 1/31/2026

		Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
6130	Contracted Services	4,610.00	353.12	3,493.08	1,116.92
	Total CONTRACTED SERVICES	4,610.00	353.12	3,493.08	1,116.92
	UTILITIES				
6625	Utilities	16,150.00	1,637.52	12,216.93	3,933.07
	Total UTILITIES	16,150.00	1,637.52	12,216.93	3,933.07
	OTHER				
6083	Cash Match	43,333.00	0.00	43,333.00	0.00
6135	Copier Expense	18,000.00	1,568.49	14,199.32	3,800.68
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	69.60	270.67	125.33
6224	Fraudulent Activity	0.00	39.99	0.00	0.00
6307	Insurance	3,000.00	0.00	3,183.96	(183.96)
6314	IT Direct Bill	7,000.83	760.60	3,914.40	3,086.43
6325	Maintenance	8,700.00	265.22	6,353.84	2,346.16
6420	Postage	0.00	37.00	55.50	(55.50)
6450	Property Tax	15,500.00	0.00	14,787.81	712.19
6505	Refund to Agency	0.00	0.00	6,337.00	(6,337.00)
6530	Service & Recognition Awards	2,750.00	433.38	922.12	1,827.88
6540	Software-Licensing-Ma...	11,000.00	0.00	11,371.09	(371.09)
6570	Supplies	6,000.00	0.00	2,464.41	3,535.59
6572	SUPPLIES - JANITORIAL	0.00	0.00	769.23	(769.23)
6590	Telephone-Internet	840.00	70.00	627.54	212.46
6595	Training	3,500.00	0.00	0.00	3,500.00
6614	Travel	4,878.39	104.45	114.45	4,763.94
7000	Equipment	0.00	0.00	9,055.00	(9,055.00)
8500	Interest Expense	3,391.00	0.00	2,931.31	459.69
8510	Principle Payments	112,419.00	0.00	98,500.32	13,918.68
	Total OTHER	267,114.22	3,348.73	219,190.97	47,923.25
	TOTAL EXPENSES	380,703.22	16,553.70	310,898.27	69,804.95
	NET INCOME/LOSS	(47,115.22)	762.28	(73,413.72)	(26,298.50)

STATUS AS OF: JANUARY 2026

CFDA	PROGRAM	Federal Revenue	State Revenue	Local Revenue	Non-Cash Inkind	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	$ 10,318,032				$ 10,318,032	1/1/2026	12/31/2026	12	1	$ 859,836	8.33%	$ 799,700	7.75%	*$ 9,518,332.41*	*-0.58%*	ON TRACK
93.791	ADRC	$ 43,231	$ 91,898			$ 135,129	9/1/2025	8/31/2026	12	5	$ 56,304	41.67%	$ 61,803	45.74%	*$ 73,326.26*	*4.07%*	ON TRACK BASED ON ACTIVITIES
MULT.	211 TIRN	$ 212,521	$ 212,778			$ 425,299	9/1/2025	8/31/2026	12	5	$ 177,208	41.67%	$ 159,152	37.42%	*$ 266,146.81*	*-4.25%*	ON TRACK.
93.568	CEAP	$ 6,140,655				$ 6,140,655	1/1/2025	3/31/2026	15	13	$ 5,321,901	86.67%	$ 5,736,289	93.41%	*$ 404,365.79*	*6.75%*	ON TRACK BASED ON ACTIVITIES
93.568	CEAP SUPPLEMENTAL	$ 236,190				$ 236,190	1/1/2025	3/31/2026	15	13	$ 204,698	86.67%	$ 190,014	80.45%	*$ 46,176.00*	*-6.22%*	NEED TO EXPEND ALL CEAP 2025 FUNDS
93.568	CEAP	$ 5,490,942				$ 5,490,942	1/1/2026	12/31/2026	12	1	$ 457,579	8.33%	$ -	0.00%	*$ 5,490,942.00*	*-8.33%*	ON TRACK.
93.568	CEAP SUPPLEMENTAL	$ 340,223				$ 340,223	1/1/2026	12/31/2026	12	1	$ 28,352	8.33%	$ -	0.00%	*$ 340,223.00*	*-8.33%*	ON TRACK.
93.569	CSBG 2025	$ 242,515				$ 242,515	1/1/2025	3/31/2026	15	13	$ 210,180	86.67%	$ 232,138	95.72%	*$ 10,376.71*	*9.05%*	ON TRACK BASED ON ACTIVITIES
93.569	CSBG 2026	$ 242,515				$ 242,515	1/1/2026	12/31/2026	12	1	$ 20,210	8.33%	$ 4,070	1.68%	*$ 238,445.35*	*-6.66%*	ON TRACK.
93.568	LIHEAP 2026	$ 966,919				$ 966,919	1/1/2026	12/31/2026	12	1	$ 80,577	8.33%	$ 58,187	6.02%	*$ 908,732.19*	*-2.32%*	ON TRACK
81.042	DOE	$ 537,170				$ 537,170	7/1/2025	6/30/2026	12	7	$ 313,349	58.33%	$ 103,122	19.20%	*$ 434,047.56*	*-39.14%*	ON TRACK BASED ON ACTIVITIES
81.042	DOE BIL	$ 1,558,047				$ 1,558,047	7/1/2023	6/30/2026	36	31	$ 1,341,652	86.11%	$ 497,881	31.96%	*$ 1,060,165.82*	*-54.16%*	ON TRACK. USING THIS FUNDS SLOWLY DUE TO TDHCA PAYMENT DELAYS
94.011	FGP	$ 228,296	$ 228,296		$ -	$ 456,592	7/1/2024	6/30/2026	24	19	$ 361,469	79.17%	$ 328,297	71.90%	*$ 128,294.90*	*-7.27%*	ON TRACK
94.002	RSVP	$ 125,000			$ -	$ 125,000	5/29/2025	4/30/2026	12	9	$ 93,750	75.00%	$ 83,027	66.42%	*$ 41,973.23*	*-8.58%*	ON TRACK BASED ON ACTIVITIES.
N/A	FGP STATE		$ 5,316			$ 5,316	9/1/2025	8/31/2026	12	5	$ 2,215	41.67%	$ 2,234	42.03%	*$ 3,082.21*	*0.36%*	ON TRACK DUE TO ACTIVITIES
N/A	RSVP STATE		$ 24,937		$ 16,500	$ 41,437	9/1/2025	8/31/2026	12	5	$ 17,266	41.67%	$ -	0.00%	*$ 41,437.47*	*-41.67%*	FEDERAL FUNDS WILL BE EXPENDED BEFORE STATE
11.303	EDA PLANNING	$ 70,000		$ 15,000	$ 55,000	$ 140,000	1/1/2024	12/31/2026	36	25	$ 97,222	69.44%	$ 64,704	46.22%	*$ 75,295.68*	*-23.23%*	ON TRACK. MOST EXPENSES ARE BEING CHARGED TO EDA PW
11.303	EDA PW	$ 200,000		$ 10,000	$ 200,000	$ 410,000	3/1/2023	2/28/2026	36	35	$ 398,611	97.22%	$ 377,835	92.15%	*$ 32,165.02*	*-5.07%*	ON TRACK BASED ON ACTIVITIES
N/A	MSW		$ 115,000			$ 115,000	9/1/2025	8/31/2026	12	5	$ 47,917	41.67%	$ 26,087	22.68%	*$ 88,913.31*	*-18.98%*	ON TRACK
N/A	TXCDBG		$ 15,907			$ 15,907	9/1/2025	8/31/2026	12	5	$ 6,628	41.67%	$ 4,542	28.55%	*$ 11,364.86*	*-13.11%*	ON TRACK - ROLLS OVER
N/A	CJD		$ 71,427	$ 10,382		$ 81,809	9/1/2025	8/31/2026	12	5	$ 34,087	41.67%	$ 36,312	44.39%	*$ 45,497.40*	*2.72%*	ON TRACK DUE TO ACTIVITIES
N/A	911-2026		$ 1,756,654			$ 1,756,654	9/1/2025	8/31/2026	12	5	$ 731,939	41.67%	$ 348,379	19.83%	*$ 1,408,274.75*	*-21.83%*	ON TRACK DUE TO ACTIVITIES
N/A	HSGD IL		$ 18,375	$ 12,644		$ 31,019	9/1/2025	8/31/2026	12	5	$ 12,925	41.67%	$ 10,284	33.15%	*$ 20,735.01*	*-8.51%*	ON TRACK-ROLLS OVER
MULT.	AAA	$ 1,751,329	$ 130,228	$ 446,487	$ 35,000	$ 2,363,044	10/1/2025	9/30/2026	12	4	$ 787,681	33.33%	$ 772,768	32.70%	*$ 1,590,276.05*	*-0.63%*	ON TRACK BASED ON ACTIVITIES
	Total	**$ 28,753,585**	**$ 2,670,817**	**$ 665,064**	**$ 306,500**	**$ 32,395,966**					**$ 2,841,418**		**$ 9,946,825**		***$ 22,449,140***		