



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

**B. Invocation and Pledges**

**C. Welcome Guests**

**D. Public Comment**

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

**E. Executive Directors Report**

**F. Approval of Minutes:** Approve Meeting Minutes for March 19, 2026

**G. 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. **Fair Housing Month Proclamation (CS):** Proclaim the month of April as Fair Housing Month in the Texoma Region  
**Sophia Pedraza, Section 8 Housing Program Manager - Page 4**
2. **US Department of Energy (DOE) Bipartisan Infrastructure Law (BIL) Weatherization Assistance Program Contract #55220004065 Amendment #4 (ES):** Approve the FY 2022 DOE-BIL Weatherization Assistance Program Contract Amendment #4  
**Judy Fullylove, Energy Services Director - Page 7**
3. **FY 26 Homeland Security Grant Program Resolution (RS):** Approve the FY26 Homeland Security Grant Program Resolution  
**Miranda Harp, CJ/HS Emergency Planning Supervisor - Page 12**
4. **Quarterly Investment report (AF):** Review and accept the report of investments for the period January 1, 2026 through March 31<sup>st</sup>, 2026  
**Eric Bridges, Executive Director - Page 14**

**H. Action**

1. **FY 2026 Homeland Security Grant Project Prioritization, Procurement Procedures, and Memorandum of Understanding (RS):** Approve the FY 2026 Homeland Security Grant Project Prioritization, Procurement Procedures, and Memorandum of Understanding  
**Miranda Harp, CJ/HS Emergency Planning Program Supervisor - Page 15**
2. **TCOG Criminal Justice Advisory Committee FY27 Grant Scoring/Prioritization Results (RS):** Authorize the submission to the Office of the Governor's Criminal Justice Division (CJD) recommendations and results from the TCOG Criminal Justice Advisory Committee (CJAC) FY27 grant scoring meeting  
**Miranda Harp, CJ/ES Emergency Planning Program Supervisor - Page 19**
3. **Texas Regional Broadband Program (TRBP) Grant Agreement (RS):** Authorize the execution of the Texas Regional Broadband Program (TRPB) grant agreement with the Texas Association of Regional Councils (TARC)  
**Alexis Taylor, Economic Development Specialist - Page 21**
4. **Annual Review of Investment Policy (AF):** Review TCOG's Investment Policy and provide direction to the Investment Officer regarding desired changes  
**Eric Bridges, Executive Director / Investment Officer - Page 58**



**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

April 16, 2026 5:30 p.m.

5. **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 62**

6. **FYE 2027 TCOG Annual Financing Plan (AF):** With respect to the FYE 2027 Annual Financing Plan:

- a. Accept the proposed staffing and salary budget authority;
- b. Set the fixed, carry-forward indirect cost rate;
- c. Accept the proposed discretionary funds budget(s);
- d. Accept the proposed membership dues schedule;
- e. Accept the proposed holiday schedule

**Eric Bridges, Executive Director - {To be handed out / presented at the meeting}**

I. **President's Report**

J. **Adjourn**

**APPROVAL**

A handwritten signature in blue ink that reads "Eric M. Bridges".

**Eric M. Bridges, Executive Director**

**Members Present:** Edwina Lane, Jim Atchison, Clay Barnett, Mary Jo Dollar, John Roane, Lisa Bellows, Danny Powell, Gayla Hawkings, Dan Powell

**Members Absent:** Brian Eaves, James Thorne, Newt Cunningham, Scott Neu

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

President Edwina Lane called the meeting to order at 5:31 p.m. and recognized a quorum.

**B. Invocation and Pledges**

Jim Atchinson provided the invocation, and Lisa Bellows led the pledges.

**C. Welcome Guests**

Guests included: Eric Bridges (Staff), Mindi Jones (Staff), Miranda Harp (Staff), Beth Eggar (Staff), Judy Fullylove (Staff), Alexis Taylor-Baker (Staff), Kay Black (Staff)

**D. Public Comment**

Alexis Taylor-Baker highlighted the fact that she secured a new vendor for the upcoming Household Hazardous Waste Collection Event who volunteered to donate a fork truck and driver for the event.

**E. Executive Session**

A motion was made by John Roane at 5:36p to convene into 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. The motion was seconded by Jim Atchison. The motion carried unanimously.

A motion was made by Clay Barnett at 8:10p to reconvene into Regular Session. The motion was seconded by Mary Jo Dollar. The motion carried unanimously. No action was taken as a result of the Executive Session.

**F. Executive Directors Report**

Eric Bridges presented his Executive Director's report highlighting key upcoming program activities.

**G. Approval of Minutes**

Lisa Bellows made a motion to accept the meeting minutes for the February 19, 2026 meeting. Clay Barnett seconded the motion. Motion carried unanimously.

**H. Consent**

1. A motion was made by Clay Barnett to approve the FY 2026 Low-Income Housing Energy Assistance Program (LIHEAP) contract #81260004613 Amendment 1. The motion was seconded by Jim Atchison. The motion carried unanimously.

**I. Action**

1. A motion was made by Clay Barnett to approve the FY 2025 Comprehensive Energy Assistance Program (CEAP) contract #58950004400 Amendment 4. The motion was seconded by Jim Atchison. The motion carried unanimously.

2. A motion was made by Lisa Bellows to approve the 2026 contract with the Texas Association of Community Action Agencies (TACAA) for weatherization assistance. The motion was seconded by Jim Atchison. The motion carried unanimously.

3. A motion was made by Jim Atchison to authorize the submission of TCOG FYE 2027 Salary Schedule to the Office of the Governor, State Auditor, State Comptroller, and Legislative Budget Office as required by Local Government Code 391.0117. The motion was seconded by Lisa Bellows. The motion carried unanimously.

4. A motion was made by Lisa Bellows to accept the monthly Cost Pool Report and Financial Statements. The motion was seconded by Clay Barnett. The motion carried unanimously.

**J. President's Report**

Edwina Lane thanked staff for hosting last month's 9-1-1 Telecommunicator Banquet. She also thanked her fellow Members for their continued support and participation and staff for their continued great work.

**K. Adjourn**

Jim Atchison made a motion to adjourn at 8:27p. Clay Barnett seconded the motion. The motion carried unanimously.



**TO:** TCOG Governing Board  
**THRU:** Eric M. Bridges, Executive Director  
**FROM:** Sophia Pedraza, Section 8 Housing Program Manager  
**DATE:** April 1, 2026  
**RE:** Fair Housing Month Proclamation

### **RECOMMENDATION**

Proclaim the month of April as Fair Housing Month in the Texoma Region.

### **BACKGROUND**

The Section 8 HCV Program is designed to assist low income households pay rent based on their income and family composition. Participants pay no more than 40% of their adjusted income for rent and utilities. Eligible families must meet Federal Income Guidelines. The annual income limit for a family of four is currently \$49,150 in Grayson County and \$45,200 in Fannin County. The Section 8 HCV Program currently administers several sub and special purpose programs designed to meet special needs within the community including: The Family Self-Sufficiency (FSS) Program designed to assist households become self-sufficient, the Homeownership Program which allows participants to use their voucher assistance toward a mortgage, the Mainstream Program designed to assist persons with disabilities, the Family Unification Program which coordinates with the Child Protective Services, the Money Follows the Person Demonstration which transitions eligible clients out of nursing facilities and the HUD-VASH Program that partners with the VA to house homeless veterans. The Section 8 HCV Tenant-Based Program provides services to 500+ households within Grayson and Fannin Counties and the Project-Based Program administers 515 units in 19 cities across the region.

### **DISCUSSION**

The Proclamation of April as “Fair Housing Month” is an annual announcement as required by HUD and is to increase community awareness of the Fair Housing Law. Public Notices will be placed in area newspapers to inform potential homeowners and renters of Fair Housing Laws.

### **BUDGET**

No direct budget impact.



**PROCLAMATION RECOGNIZING**

**APRIL AS FAIR HOUSING MONTH**

**WHEREAS** Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

**WHEREAS** The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

**WHEREAS** The fifty-seventh anniversary of this National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

**NOW, THEREFORE, WE**, the Governing Body of Texoma Council of Governments, do proclaim April as Fair Housing Month in the Texoma Region and do hereby urge all of the citizens in the Region to become aware of and support the Fair Housing Law.

**IN WITNESS WHEREOF** we have affixed our signatures and seal on this 16th of April 2026.

\_\_\_\_\_  
Honorable Edwina Lane, President, TCOG Governing Board

Witness: \_\_\_\_\_

## **Fair Housing – It's the Law**

This year marks the 58<sup>th</sup> anniversary of the National Fair Housing Law. To promote fair housing practices, the Texoma Council of Governments supports April as Fair Housing Month in the Texoma Region and encourages potential homeowners and renters to be aware of their rights.

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of units in the housing market.

Call the U.S. Department of Housing & Urban Development toll-free at 1-800-669-9777 for information and/or to report possible fair housing discrimination.



**TO:** TCOG Governing Board  
**THRU:** Eric M. Bridges, Executive Director  
**FROM:** Judy Fullylove, Energy Services Director *JF*  
**DATE:** April 1, 2026  
**RE:** U.S. Department of Energy (DOE) Bipartisan Infrastructure Law (BIL) Weatherization Assistance Program Contract - Amendment #4

**RECOMMENDATION**

Approve the FY 2022 DOE-BIL Weatherization Assistance Program Contract Amendment #4.

**BACKGROUND**

The Weatherization Assistance Program (WAP) is designed to help low-income households reduce energy costs through the installation of weatherization materials and the provision of energy education. Energy efficiency improvements include air sealing and insulation, as well as the repair or replacement of appliances, furnaces, air conditioners, and water heaters. Health and safety issues, including lead, radon, and carbon monoxide, are also addressed.

All weatherization measures must meet or exceed Standard Work Specifications and are verified by a certified Quality Control Inspector.

**DISCUSSION**

The contract period has been extended through June 30, 2027.

**BUDGET**

There is no change in budget.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
AMENDMENT NO. 4 TO CONTRACT NUMBER 55220004065  
FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW  
WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

Awarding Federal Agency: United States Department of Energy  
TDHCA Federal Award Number: EE-0010018  
Award Year (Year of Award from DOE to TDHCA): 2022  
Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment No. 4 to FY 2022 U. S. Department of Energy ("DOE") Bipartisan Infrastructure Law ("BIL") Weatherization Assistance Program Contract Number 55220004065 by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and Texoma Council of Governments, a political subdivision of the State of Texas ("Subrecipient") hereinafter collectively referred to as "Parties".

### **RECITALS**

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

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

### **AGREEMENTS**

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

1. SECTION 2. CONTRACT TERM, of this Contract is hereby amended as follows:

This Contract shall commence on July 15, 2023, and, unless earlier terminated in writing, shall end on June 30, 2027 ("Contract Term").

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

6. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.
7. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
8. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
9. This Amendment shall be effective and memorializes an effective date of [March 01, 2025](#).

WITNESS OUR HAND EFFECTIVE: March 01, 2025

SUBRECIPIENT:

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

By:  
Title:  
Date:

DEPARTMENT:

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
 AMENDMENT NO. 4 TO CONTRACT NUMBER 55220004065 FOR THE  
 FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW  
 WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

EXHIBIT A

BUDGET AND PERFORMANCE STATEMENT

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

**DEPARTMENT FINANCIAL OBLIGATIONS**

<b>\$ 1,208,047.00</b>	DOE WAP FUNDS CURRENTLY AVAILABLE
<b>\$ 350,000.00</b>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<b>\$ 1,208,047.00</b>	TOTAL ANTICIPATED DOE WAP FUNDS
<b>\$ 350,000.00</b>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

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

**BUDGET FOR AVAILABLE ALLOCATIONS**

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

## **FOOTNOTES TO BUDGET**

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

Work orders must be submitted to weatherization contractors no later than June 30, 2027 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than June 30, 2027.

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

These costs shall be reported on the final report described in Section 11 of this Contract.

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

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



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director  
**FROM:** Miranda Harp, CJ/HS Emergency Planning Supervisor *MH*  
**DATE:** 4/6/2026  
**RE:** FY26 Homeland Security Grant Program Resolution

**RECOMMENDATION**

Approve the FY26 Homeland Security Grant Program Resolution

**BACKGROUND**

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

**DISCUSSION**

Per requirements from the Office of the Governor Homeland Security Grant Division, the TCOG Board prior to grant award must execute the attached Resolution. This resolution designates TCOG's Executive Director as the authorized official for any FY26 Homeland Security Grants Division awarded projects.

**WHEREAS**, The Texoma Council of Governments finds it in the best interest of the citizens of Cooke, Fannin, and Grayson Counties that the TCOG FY2026 SHSP Interoperable Communications Project, SHSP Protection and Special Response Teams Equipment Project, LETPA Information and Intelligence Project, and the 2026 Regional Planning Project be applied for an operated if awarded, and

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

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

**WHEREAS**, The Texoma Council of Governments designates the Accounting and Finance Specialist as the financial officer for the projects. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

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

Signed by:

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

Grant Number: 5906201, 5906601, 5909701, 5909801

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TO: TCOG Governing Board  
 FROM: Eric Bridges, Investment Officer *EUB*  
 DATE: April 16, 2026  
 RE: Quarterly Investment Report

**RECOMMENDATION**

Accept the report of investments for the period January 1, 2026 through March 31, 2026

**BACKGROUND**

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

**DISCUSSION**

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

TEXOMA COUNCIL OF GOVERNMENTS REPORT OF INVESTMENTS FOR QUARTER ENDED MARCH 31, 2026									
Description	Type	7 Day Net Yield as of 4/5/26	Maturity	FMV 12/31/2025	Withdrawals	Additions	Total Accrued Interest Deposited	FMV 3/31/2026	Interest Accrued In Quarter
TexPool	Investment Pool	3.67%	N/A	\$352,491.30	\$ (10,000.00)	\$ 167,195.95	\$ 3,340.48	\$513,027.73	\$ 3,340.48

**BUDGET**

Quarterly increase in FMV of \$160,536.43

**SIGNATURE**

*Eric Bridges*



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director  
**FROM:** Miranda Harp, CJ/HS Emergency Planning Program Supervisor  
**DATE:** 4/6/2026  
**RE:** FY 2026 Homeland Security Grant Project Prioritization, Procurement Procedures, and Memorandum of Understanding

**RECOMMENDATION**

Approve the FY 2026 Homeland Security Grant Project Prioritization, Procurement Procedures, and Memorandum of Understanding (MOU)

**BACKGROUND**

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

**DISCUSSION**

The TCOG HSAC met on April 16, 2026, to approve and prioritize the FY 2026 TCOG Regional Homeland Security Projects. See attached for project and prioritization information.

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

**BUDGET**

No budget impact.

# Texoma COG Homeland Security Advisory Committee (HSAC)

## FY26 SHSP/LETPA Project Prioritization Ballot

SHSP-State Homeland Security Program

LETPA-Law Enforcement Terrorism Prevention Activities

Project Title	SHSP	LETPA	Investment Category (Priority Area)	HSAC Priority (1-4)
<u>Project A</u> FY26 Texoma Regional SHSP Communications Project	\$110,860.00		Operational Communications	<b>1</b>
<i>Equipment: Generators, Radios, and Communications Upgrade</i>				
<u>Project B</u> FY26 Texoma COG SHSP Protective and Special Response Teams Equipment	\$20,390.00		Interdiction and Disruption (Protection of Soft Targets)	<b>2</b>
<i>Equipment: Special Teams Water Rescue Gear</i>				
<u>Project C</u> FY26 Texoma COG LETPA Intelligence & Information Sharing Project		\$43,750.00	Intelligence & Information Sharing (Intelligence & Information Sharing)	<b>3</b>
<i>Equipment: Code Red</i>				
<u>Project D</u> FY26 Texoma 2026 Regional Planning Project	\$50,000.00		Planning & Community Preparedness (Planning)	<b>4</b>
<b>Total Projects</b>				
	<b>\$181,250.00</b>	<b>\$43,750.00</b>		

HSAC Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### HSGD Funding Summary FY13-FY25

FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	Total FY13-FY25
\$223,248	\$223,065	\$256,995	\$244,891	\$269,381	\$262,566	\$244,891	\$266,442	\$284,341	\$217,456	\$230,000	\$210,656	\$225,000	\$3,158,932

### HSGD FUNDING TRENDS FY13 - FY25





**Memorandum of Understanding**

**FY26 HSGP Equipment**

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

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

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

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


\_\_\_\_\_  
Eric Bridges  
Executive Director, Texoma Council of Governments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Official,  
Receiving Agency

\_\_\_\_\_  
Date



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director  
**FROM:** Miranda Harp, CJ&EP Program Supervisor   
**DATE:** 4/6/2026  
**RE:** TCOG Criminal Justice Advisory Committee FY27 Grant Scoring/Prioritization Results

**RECOMMENDATION**

Authorize the submission to the Office of the Governor’s Criminal Justice Division (CJD) recommendations and results from the TCOG Criminal Justice Advisory Committee (CJAC) FY27 grant scoring meeting.

**BACKGROUND**

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

**DISCUSSION**

On April 8, 2026, the TCOG CJAC met to score/prioritize the applications for the FY27 Office of the Governors CJD funding. These applications are for the four funding streams offered by the CJD: Criminal Justice Program, General Juvenile Justice & Delinquency Prevention, General Victim Assistance, and Violent Crimes against Women.

**BUDGET**

No budget impact.

## April 8, 2026 CJAC Results for FY27 CJD Grant Applications

### FY27 DJ-Criminal Justice Program

	Fannin County DA Boost Digital Forensic Capabilities \$35,952	Fannin County Constable Criminal Justice Grant \$85,000	Fannin County SO Intelligence Based Investigations Project \$92,225	Grayson County Sheriff's Office Ticket Writer Project \$17,440	City of Sherman Vehicle Data Retrieval \$20,960.00	City of Southmayd Police Vehicle \$98,468.49	City of Trenton Public Safety Project \$81,171.99
<b>FINAL SCORE</b>	92.6	81.0	85.0	91.7	90.7	90.1	87.5
<b>RANK</b>	1	7	6	2	3	4	5

### FY27 VA-Victim's of Crime

	Abigail's Arms Cooke County Victims Assistance \$349,518	Communities in Schools of North Texas CIS Victims At-Risk Support Program in Cooke County \$13,882	Fannin County Crime Victim Assistance \$51,075.68	Grayson County Women's Crisis Line Inc Victim Assistance Program \$323,312.55
<b>FINAL SCORE</b>	92.5	84.6	95.6	96.1
<b>RANK</b>	3	4	2	1.0


### FY27 SF-Juvenile Justice

	Communities In Schools of North Texas Case Management Program for Cooke County Students	Fannin County Structured Family Therapy Project \$50,000
<b>FINAL SCORE</b>	86.1	96.0
<b>RANK</b>	2	1

### FY27 WF-Violence Against Women Formula Grants

	Grayson County Domestic Violence Investigator Program \$37,085
<b>FINAL SCORE</b>	95.2
<b>RANK</b>	1



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director  
**FROM:** Alexis Taylor, Economic Development Specialist   
**DATE:** April 16, 2026  
**RE:** Texas Regional Broadband Program

**RECOMMENDATION**

Authorize the execution of the Texas Regional Broadband Program (TRPB) grant agreement with the Texas Association of Regional Councils (TARC).

**BACKGROUND**

This grant provides funding and technical assistance to Councils of Governments (COGs) to support regional broadband and digital opportunity planning through the Texas Regional Broadband Program. The program is administered by the TARC in coordination with the Texas Broadband Development Office (BDO), a division of the Texas Comptroller of Public Accounts (CPA).

**DISCUSSION**

The Board previously approved pursuit of this grant opportunity through TARC. This contract formalizes participation in a three-year broadband program supporting regional planning, stakeholder engagement, and digital literacy initiatives that expand access, workforce readiness, and economic opportunity across Texoma. The contract was executed to meet program timelines and is presented for ratification.

**BUDGET**


\$321,000



# TEXAS ASSOCIATION OF REGIONAL COUNCILS

1210 San Antonio Street, Suite 201 • Austin, TX 78701 • 512-478-4715 • FAX 512-275-9910 • [www.txregionalcouncil.org](http://www.txregionalcouncil.org)

## TEXAS ASSOCIATION OF REGIONAL COUNCILS (TARC) GRANT AGREEMENT

Grant Agreement Number <b>TRBP - 21</b>		Amount of Grant Funds <b>\$321,000.00</b>	
Period of Performance/Term of Agreement From: <b>2/1/2026</b> To: <b>1/31/2029</b>			
Grant Program <b>Texas Regional Broadband Program</b>		Type <b>Regional</b>	
<b>SUBGRANTEE</b>		<b>GRANTEE</b>	
Organization <b>Texoma Council of Governments</b>		Organization <b>Texas Association of Regional Councils</b>	
Physical Street <b>1117 Gallagher Drive, Suite 470</b>		Physical Street <b>1210 San Antonio Street, Suite 201</b>	
City/State/Zip <b>Sherman, TX 75090</b>		City/State/Zip <b>Austin, Texas, 78701</b>	
Authorized Official <b>Eric Bridges, Executive Director</b>		Authorized Official <b>John Austin Stokes, Executive Director</b>	
Phone <b>903-813-3512</b>	E-mail <a href="mailto:ebridges@texoma.cog.tx.us">ebridges@texoma.cog.tx.us</a>	Phone <b>512-478-4715</b>	E-mail <a href="mailto:johnaustin@txregionalcouncil.org">johnaustin@txregionalcouncil.org</a>
Subgrantee Point of Contact <b>Alexis Taylor</b>		Grant Coordinator <b>Alex Guererro</b>	
E-mail <a href="mailto:ataylor@texoma.cog.tx.us">ataylor@texoma.cog.tx.us</a>		E-mail <a href="mailto:alexg@txregionalcouncil.org">alexg@txregionalcouncil.org</a>	
<p><b>Authority and Purpose</b> The purpose of this Agreement is to provide funding and technical assistance to participating Councils of Governments (COGs) to support regional broadband and digital opportunity planning activities through the Texas Regional Broadband Program (TRBP). The TRBP is administered by the Texas Association of Regional Councils (TARC) in partnership with the Texas Broadband Development Office (BDO) within the Texas Comptroller of Public Accounts (CPA).</p>			
<p><b>Service Area</b> The Subgrantee's service area includes the following counties; Cooke, Fannin and Grayson.</p>			
<p><b>Required Attachments</b> Attachment A – Program Plan Attachment B – Performance Reporting Attachment C – Invoice and Reimbursement Requirements Attachment D – Terms and Conditions Attachment E – Certifications and Assurances</p>			
<p><b>Authorized Signatory.</b> Each person signing the Agreement certifies that he or she is authorized by the Grantee or Subgrantee to bind the party on whose behalf they are signing the terms and conditions in the Agreement.</p>			
<p>This Agreement is executed by the Parties in their capacities as stated below. This agreement is not effective unless signed by the Texas Association of Region Councils Executive Director.</p>			
Subgrantee   Eric Bridges, Executive Director		Grantee   John Austin Stokes, Executive Director	
3/27/2026  Date		  Date	

# **Texas Association of Regional Councils**

## **Article I**

### **Authority and Purpose**

#### **1.1 Authority**

This Agreement is entered into by and between the Texas Association of Regional Councils (“TARC”) and the participating Council of Governments (“COG”) pursuant to the authority granted to TARC under the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and other applicable state law.

This Agreement is further authorized by, and made subject to, the Interlocal Cooperation Contract (Appendix A) entered into between the Texas Association of Regional Councils (“TARC”) and the Texas Comptroller of Public Accounts (“CPA”), acting through the Texas Broadband Development Office (“BDO”), dated July 14, 2025 (the “Interlocal Contract (Appendix A)”), which provides funding and establishes program requirements for the Texas Regional Broadband Program (“TRBP”).

TARC serves as the pass-through entity for TRBP funds under the Interlocal Contract (Appendix A) and is responsible for administering, monitoring, and overseeing program compliance for participating Councils of Governments.

#### **1.2 Purpose of the Agreement**

The purpose of this Agreement is to establish the terms and conditions under which the COG will participate in the Texas Regional Broadband Program (“TRBP”) and receive program funds to support regional broadband and digital opportunity planning, coordination, capacity-building, community engagement, and related eligible activities within the COG’s service area that are consistent with the program and Interlocal Contract (Appendix A).

TRBP is a statewide planning and capacity-building initiative designed to strengthen regional coordination, improve readiness for broadband deployment and adoption efforts, and support alignment with state and federal broadband and digital opportunity initiatives. Funds provided under this Agreement are intended to support COG-led activities and staffing necessary to fulfill the objectives of the program during the established period of performance.

#### **1.3 Relationship to the CPA–TARC Interlocal Contract (Appendix A)**

This Agreement is expressly subject to, and incorporates by reference, all applicable terms, conditions, requirements, limitations, and obligations set forth in the Interlocal Contract (Appendix A), between TARC and CPA/BDO.

The COG acknowledges and agrees that:

- a. **Subgrantee Status.** For the purpose of this Agreement, the participating COG is a subrecipient of of state grant funds (hereafter referred to as “Subgrantee”). TARC is the pass-through entity, and the COG’s receipt and use of funds are subject to all requirements imposed on subgrantees under the Interlocal Contract (Appendix A) and applicable state law.

- b. Flow-Down Requirements. All requirements imposed on TARC under the Interlocal Contract (Appendix A) that are applicable to subrecipients shall flow down to the COG and are binding upon the COG as if fully set forth in this Agreement.
- c. Hierarchy of Documents. In the event of any conflict, inconsistency, or ambiguity between this Agreement and the Interlocal Contract (Appendix A), the Interlocal Contract (Appendix A) shall control.
- d. Compliance with Program Rules. The COG shall comply with all applicable state laws, administrative rules, program guidelines, reporting requirements, monitoring standards, audit provisions, record-keeping requirements, and corrective action provisions applicable to TRBP as established by CPA/BDO and administered by TARC. The COG shall also comply with all applicable Texas Grant Management Standards (TxGMS), including requirements related to reimbursement, cost allowability, documentation, reporting, and financial management.

#### **1.4 Funding Source and Limitations**

All funds made available under this Agreement originate from the state's Broadband Infrastructure Fund ("BIF") and are to be used for purposes described in the Texas Government Code, Chapter 490I. These funds are administered by the Texas Comptroller of Public Accounts through the Texas Broadband Development Office and are subject to legislative appropriation, availability of funds, and the terms of the Interlocal Contract (Appendix A).

The COG acknowledges that:

- Funding under this Agreement is reimbursement-based unless otherwise authorized in writing.
- No obligation of TARC to reimburse costs shall exist unless such costs are allowable, reasonable, necessary, properly documented, and incurred in compliance with this Agreement and the Interlocal Contract (Appendix A).
- TARC is not authorized to obligate CPA or the State of Texas beyond the terms of the Interlocal Contract (Appendix A).

#### **1.5 Term and Period of Performance**

The period of performance for this Agreement shall align with the period of performance established under the Interlocal Contract (Appendix A), unless otherwise amended in writing. No costs incurred outside the authorized period of performance shall be eligible for reimbursement.

The term of this Agreement shall begin on February 1, 2026, and shall terminate on January 31, 2029, unless terminated earlier in accordance with the provisions of this Agreement.

This Agreement shall be effective as of February 1, 2026 ("Effective Date"). Eligible and properly documented costs incurred on or after the Effective Date, but prior to full execution of this Agreement, may be considered for reimbursement as pre-award costs, provided such costs are consistent with Attachment A, comply with all applicable TRBP and BDO requirements, and receive approval from TARC. Pre-award costs incurred prior to the Effective Date are not eligible for reimbursement. Reimbursement of any pre-award costs is contingent upon final approval by TARC and, if applicable, the Texas Broadband Development Office (BDO).

For avoidance of doubt, the following activities have been expressly authorized as eligible pre-award expenses:

- a. Attendance and related travel costs associated with the TRBP COG Kickoff Training hosted by TARC on February 3, 2026, in Austin, Texas; and
- b. Attendance and related travel costs associated with the Texas Broadband Summit held February 10–11, 2026, in Dallas, Texas, hosted by the Federal Reserve Bank of Dallas and Texas Rural Funders.

### **1.6 Oversight, Monitoring, and Audit**

The COG acknowledges that participation in TRBP subjects the COG to oversight, monitoring, and review by TARC, CPA, BDO, and any authorized state auditors or representatives.

The COG agrees to:

- Submit required programmatic and financial reports in the form, format, and frequency prescribed by TARC.
- Maintain complete, accurate, and auditable records sufficient to demonstrate compliance with this Agreement and the Interlocal Contract (Appendix A).
- Cooperate fully with any monitoring reviews, desk reviews, site visits, audits, or corrective actions required by TARC or CPA/BDO.

### **1.7 Incorporation of Attachments**

All attachments, templates, and referenced documents incorporated into this Agreement are hereby made a part of this Agreement by reference and shall have the same force and effect as if fully set forth herein.

## **Texas Association of Regional Councils**

### **Attachment A – Program Plan**

#### **A.1 Program Purpose and Scope**

Subgrantee shall implement the Texas Regional Broadband Program (TRBP) within its service region in coordination with the Texas Association of Regional Councils (TARC) and the Texas Broadband Development Office (BDO), pursuant to the Interlocal Cooperation Contract between TARC and the Texas Comptroller of Public Accounts, acting through BDO.

Activities performed under this Agreement are planning- and coordination-focused in nature and are not intended to fund broadband infrastructure construction. Program funds may not be used for broadband infrastructure construction or the purchase or installation of network equipment.

#### **A.2 Eligible Program Activities**

Subgrantee may perform activities including, but not limited to, the following, provided such activities are consistent with TRBP guidance and approved templates issued by TARC:

- Contacting, convening, and coordinating with local governments, tribes, school districts, institutions of higher education, healthcare providers, economic development organizations, libraries, workforce boards, internet service providers, housing authorities, and/or community-based organizations;
- Facilitating regional broadband and digital opportunity stakeholder meetings, working groups, advisory committees, listening sessions, workshops, or similar convenings;
- Supporting broadband and digital opportunity data collection, validation, mapping, needs assessments, asset inventories, and gap analyses;
- Assisting in the development, update, refinement, or implementation readiness of regional broadband plans, digital opportunity plans, digital equity strategies, and related planning frameworks;
- Supporting alignment with state and federal broadband initiatives, including planning and readiness activities associated with broadband infrastructure deployment, adoption initiatives, and program implementation;
- Providing technical assistance and capacity-building support to member jurisdictions related to broadband planning, digital inclusion, digital literacy, affordability, and adoption initiatives;
- Coordinating with TARC, BDO, and TARC-procured Subject Matter Experts on reporting, data sharing, statewide planning alignment, and technical assistance.
- Pursuing alternative funding opportunities and implementation pathways for priority broadband and digital opportunity projects identified in adopted regional broadband plans.

All activities performed by subgrantee must be consistent with the eligible activities described in this Attachment A. Costs incurred outside the scope of Attachment A are not eligible for reimbursement.

Subgrantee may implement reasonable approaches, methodologies, or work plan adjustments within the scope of the eligible activities described herein, provided such approaches remain consistent with the intent and requirements of the TRBP. Any deviation, expansion, or modification of activities shall require prior written approval from TARC and, if applicable, the Texas Broadband Development Office (BDO), to ensure continued eligibility for reimbursement.

### **A.3 Required Deliverables**

Subgrantee shall complete and submit the following deliverables for review and acceptance by TARC, in accordance with TRBP guidance, templates, timelines, and instructions issued by TARC:

1. Regional Digital Opportunity Plan (Final), or equivalent regional planning product, developed in coordination with regional stakeholders and consistent with TRBP guidance;
2. Interim planning milestones, draft products, checklists, logic models, or progress checkpoints as identified in TRBP templates or workplans;
3. All required programmatic and performance reporting submissions as described in Attachment B and related reporting templates;
4. Participation in required program onboarding, kickoff, training events, workgroup meetings, and coordination sessions as scheduled by TARC and/or BDO.

Deliverables may be produced iteratively and concurrently and are not required to occur sequentially unless otherwise specified by TARC.

### **A.4 Phased Program Focus and Readiness**

The Texas Regional Broadband Program (TRBP) is structured as a multi-year initiative with phased objectives to support varying levels of regional readiness.

#### **Year 1 - Planning and Readiness**

During Year 1 of the Program, subgrantee shall focus primarily on planning activities, including but not limited to:

- Development, update, or refinement of a Regional Digital Opportunity Plan;
- Asset mapping, needs assessments, gap analyses, and stakeholder engagement;
- Establishment of regional governance structures, advisory committees, and partnerships;
- Alignment of regional strategies with statewide broadband and digital opportunity goals.

#### **Planning Ready Exception:**

If Subgrantee has an existing, substantially complete regional broadband or digital opportunity plan at the start of the Program, Subgrantee may, with approval from TARC and BDO, advance directly into prioritization and early implementation activities during Year 1. Advancement to the prioritization or implementation phase does not expand the scope of eligible activities beyond those identified in this Attachment A.

#### **Years 2 and 3 - Prioritization and Implementation**

During Years 2 and 3, or earlier if expressly approved by TARC and BDO as described under “Planning Ready Exception” above, Subgrantee shall focus on:

- Prioritizing regional strategies identified in the Regional Digital Opportunity Plan;
- Supporting implementation-ready activities, including convening partners, coordinating initiatives, and catalyzing regional action;

- Strengthening partnerships and advancing measurable outcomes related to digital opportunity, adoption, individual broadband project(s) (not including infrastructure-related costs), literacy, and access;
- Demonstrating successful outputs and outcomes, including a minimum of three (3) documented examples of regional impact by the conclusion of the Program.

**No-Plan Scenario:**

If Subgrantee does not have an existing regional plan at program initiation, the phased sequence shall be: **Planning** → **Prioritizing** → **Implementation**, with implementation activities expected no later than Year 3.

All activities must remain consistent with Attachment A, TRBP guidance, and approvals issued by TARC and BDO.

**A.5 Reporting and Monitoring Requirements**

**A.5.1 Monthly Activity Tracking**

Subgrantee shall track program activities on a monthly basis and submit monthly activity updates to TARC in the form and format prescribed by TARC, see Attachment B.

**A.5.2 Quarterly Performance Reporting**

Monthly activity updates shall roll up into a Quarterly Performance Report submitted in accordance with TRBP timelines as further noted in Attachment B.

Failure to submit required reporting may result in delayed reimbursement, corrective action, or other remedies consistent with Attachment D.

**A.6 Documentation and Payment Support**

Subgrantee, through its quarterly Performance Report, shall provide a list and description of activities performed and outcomes achieved prior to or concurrent with each request for payment. Supporting documentation shall be sufficient to demonstrate that costs incurred are reasonable, allowable, and directly related to eligible activities under this Attachment A.

Subgrantee shall retain supporting documentation in accordance with record retention requirements and make such documentation available upon request for monitoring, audit, or compliance review purposes, see Attachment C.

**A.7 Program Oversight and Technical Assistance**

All deliverables and reports submitted by Subgrantee are subject to review by TARC for completeness, accuracy, and compliance with TRBP requirements.

TARC may request clarification, revisions, supplemental information, or corrective action as necessary to satisfy state reporting, monitoring, audit, or compliance obligations under the Interlocal Cooperation Contract. Subgrantee will cooperate with monitoring activities including desk reviews and site visits, as requested by TARC or CPA/BDO.

**Texas Association of Regional Councils**  
**Attachment B – Performance Reporting**

**B.1 Purpose**

The purpose of the Performance Report is to document activities, progress, and outcomes achieved by the Subgrantee during the applicable reporting period under the Texas Regional Broadband Program (TRBP). Performance Reports are used by the Texas Association of Regional Councils (TARC), in coordination with the Texas Broadband Development Office (BDO) and the Texas Comptroller of Public Accounts (CPA), to monitor program implementation, verify progress toward deliverables, and support reimbursement review.

**B.2 Reporting Frequency**

**B.2.1 Monthly Activity Updates**

Subgrantee shall submit monthly activity updates in the format prescribed by TARC. Monthly activity updates are intended to provide a brief summary of ongoing work and shall support quarterly reporting requirements.

Monthly activity updates shall generally include:

- Summary of activities performed during the month;
- Stakeholder engagement and coordination efforts;
- Progress toward required deliverables identified in Attachment A – Program Plan;
- Identification of challenges, risks, or technical assistance needs.

Monthly activity updates are an administrative reporting requirement and are not considered a separately reimbursable activity.

TARC may request additional details or clarification related to monthly activity updates as necessary.

**B.2.2 Quarterly Performance Reports**

Subgrantee shall submit quarterly Performance Reports consolidating monthly activity updates and summarizing progress for the applicable quarterly reporting period.

Quarterly Performance Reports shall be submitted in accordance with the schedule established in the attachment (**Schedule 1**) and must be submitted concurrently with reimbursement requests under Attachment C – Invoice and Reimbursement Requirements.

**B.3 Required Performance Report Content**

Each quarterly Performance Report shall include, at a minimum, the following sections, using the latest Regional Plan Template provided by TARC:

**B.3.1 Reporting Period Information**

- Reporting period start and end dates;
- Contract year and quarter identifier;
- Subgrantee name and service region.

**B.3.2 Summary of Activities**

A narrative description of activities performed during the reporting period, including alignment with eligible activities identified in Attachment A.

**B.3.3 Progress Toward Deliverables**

A description of progress made toward required deliverables, including interim milestones, draft products, and completed outputs.

**B.3.4 Stakeholder Engagement**

Summary of meetings, workshops, outreach efforts, and coordination activities conducted with regional stakeholders.

**B.3.5 Challenges and Risk Management**

Identification of any challenges, delays, or risks encountered during the reporting period and actions taken or proposed to address such issues.

**B.3.6 Planned Activities**

Description of activities planned for the subsequent reporting period.

**B.4 Certification**

Each quarterly Performance Report shall be certified by an authorized representative of the Subgrantee, attesting that the information provided is accurate, complete, and supported by internal documentation.

**B.5 Record Retention**

Subgrantee shall retain all documentation supporting reported activities in accordance with the records retention requirements set forth in Attachment D - Terms and Conditions.

## **Texas Association of Regional Councils**

### **Attachment C – Invoice and Reimbursement Requirements**

#### **C.1 Purpose**

The purpose of this Attachment is to establish invoicing and reimbursement requirements for the Texas Regional Broadband Program (TRBP). Reimbursement requests shall be reviewed by TARC for allowability, reasonableness, and consistency with the COG Program Agreement prior to payment and in accordance with TxGMS.

#### **C.2 Reimbursement Basis**

Reimbursement under this Agreement is provided on a cost-reimbursement basis only. Subgrantee shall be reimbursed solely for actual, reasonable, necessary, and allowable costs incurred in the performance of eligible activities identified in Attachment A – Program Plan and consistent with Attachment D – Terms and Conditions.

#### **C.3 Quarterly Bundled Invoicing**

Subgrantee shall submit reimbursement requests on a quarterly basis, provided that such requests are supported by a corresponding quarterly Performance Report under Attachment B – Performance Reporting.

#### **C.4 Required Invoice Content**

Each reimbursement request shall be submitted as the Invoice Packet using the TRBP Invoice Template provided by TARC (N/A and fields that do not apply) and shall include, at a minimum:

##### **C.4.1 Invoice Information**

- Invoice date;
- Invoice number (e.g.. COG Initials + Reporting Quarter + Calendar Year)
- Contact (Name, Email, Phone)
- Quarter/Billing period covered;
- Dates of Service;
- Project Name
- TIN/FEIN
- Service Covered in Description Section
- Total amount requested for reimbursement.

##### **C.4.2 Cost Detail**

Itemized listing of costs by allowable cost category, including:

- Personnel/Salary;
- Fringe benefits;
- Travel;
- Supplies;
- Equipment;
- Miscellaneous (must be specifically described);
- Meeting costs; and
- Indirect costs

The **COG Budget Workbook** incorporates these items and shall be used to document the above cost detail.

#### **C.4.3 Invoice Packet**

The Invoice Packet submitted along with the COG's quarterly Performance Report shall include the:

- Completed TRBP Invoice Template
- COG Budget Workbook updated with information from the reporting period;
- COG general ledger;
- COG income/expense statements.
- COG Certification Statement (See C.6) with referenced attestations shown.

#### **C.5 Supporting Documentation**

Subgrantee shall retain documentation sufficient to support the allowability and allocability of all costs claimed, which may include, but is not limited to payroll records and time documentation, invoices and receipts, travel documentation, cost allocation support, timesheets of key personnel and level of effort or narrative of duties performed by individuals and employees.

TARC may request additional documentation as necessary to verify eligible expenses.

#### **C.6 Certification of Invoice on COG Letterhead**

Each invoice shall be certified by an authorized representative of the subgrantee, attesting that:

- Costs claimed were incurred during the applicable reporting period;
- Costs are allowable, reasonable, and necessary;
- Costs are directly related to eligible TRBP activities;
- Documentation supporting the invoice is maintained by the subgrantee.

#### **C.7 Review and Payment**

TARC shall review the Invoice Packet for completeness, accuracy, and compliance with the Agreement. Payment is contingent upon acceptance of both the Invoice Packet and the corresponding Performance Report by the BDO.

#### **C.8 Record Retention and Audit**

All records supporting reimbursement requests shall be retained in accordance with Attachment D – Terms and Conditions and shall be made available for audit or review upon request.

**Texas Association of Regional Councils**  
**Attachment D -Terms and Conditions**

**D.1 Application.**

Grantee (TARC) and subgrantee (COG) (the Parties) agree to the following terms and conditions, which are applicable unless a term of the Award Specific Provisions clearly indicates otherwise.

**D.2 Definitions**

**D.2.1 "Agreement"** -The Grant Agreement and all attachments thereto.

**D.2.2 “Grantor”** – The Texas Comptroller of Public Accounts and/or the Broadband Development Office.

**D.3 Agreement Modifications**

**D.3.1 Agreement Modifications.** The Agreement cannot be changed, terminated, or modified in any manner other than as provided for herein. Grantee is not obligated to approve requests for modification.

**D.3.2 Requested Agreement Changes by Subgrantee.** The subgrantee may request changes to the Agreement by submitting the requested change to the Grantee in writing. Except as otherwise provided in the Agreement, requested changes shall only become effective upon written approval of the Grantee. Written notice of approval or denial of the subgrantee's request will be sent to the requestor.

**D.3.3 Time for Requesting Agreement Changes.** The subgrantee may request changes to the Agreement by submitting the requested change, in a format prescribed by Grantee, including justification for the request, to the Grantee no later than thirty (30) days prior to the end of the term of Agreement. Requests for Agreement changes may be submitted for approval within thirty (30) days prior to the end of the term of Agreement but only for good cause as determined by the Grantee based on the justification submitted with the request.

**D.3.4 Grantee Amendment.** Grantee may alter, amend, change, modify, revise, or supplement the terms of the Agreement by providing written notice of amendment to Subgrantee. Subgrantee's continued performance under the Agreement constitutes acceptance of Grantee's amendment, unless the Subgrantee notifies Grantee within 30 days of receipt of the amendment of Subgrantee's disagreement with the change. In the event of such disagreement, Grantee and Subgrantee shall initiate discussions to resolve the disagreement.

**D.3.5 Approved Changes Become Part of Agreement.** Once approved in accordance with this Attachment, approved changes become a part of the Agreement, superseding all provisions that are inconsistent herein.

**D.4 Compliance**

**D.4.1 Access to Records.** During the Term of Agreement and for at least three (3) years after termination of the Agreement, Subgrantee shall allow representatives of Grantee, Grantor and/or the State Auditor's Office upon request by such, access to and the right to examine the premises, books,

accounts, records, files and other papers or property belonging to or in use by Subgrantee that solely pertain to the Agreement. Such records shall be maintained by Subgrantee at a location that is readily accessible to Grantee, Grantor and/or the State Auditor's Office.

**D.4.2 Authority to Audit and Investigate.** Subgrantee understands that acceptance of grant funds under the Agreement acts as acceptance of the authority of the State Auditor's Office, its successor agency, and any representative of the Grantor to conduct an audit or investigation in connection with such funds. Subgrantee further agrees to cooperate fully with the State Auditor's Office, its successor or any representative of the Grantor in the conduct of the audit or investigation, including providing all records requested and providing the State Auditor or any representative of the Grantor with access to any information they consider relevant to the investigation or audit. Subgrantee shall ensure that the clause concerning the authority to audit funds received indirectly by any subcontractors used by Subgrantee and their requirement to cooperate is included in any subcontracted awards.

Subgrantee acknowledges that acceptance of funds under this Agreement constitutes acceptance of the audit, investigation, and examination authority of the Texas Comptroller of Public Accounts, the Texas Broadband Development Office, and the State Auditor's Office, consistent with the Interlocal Contract (Appendix A).

**D.4.3 Records Retention.** All records under the Agreement are required to be maintained by the Subgrantee for three (3) years after the expiration or termination of the Agreement, or any litigation or audit is completed, whichever is longer.

#### **D.5 Payments and Reporting Requirements.**

**D.5.1 Lack of Funding.** The Agreement is subject to the availability of state funds. If such funds become unavailable during the term of Agreement and Grantee or Grantor is unable to obtain sufficient funding for the Agreement, the Agreement will be reduced or terminated.

**D.5.2 Subgrantee in Good Standing.** Subgrantee understands that in order to be eligible for payment from Grantee, Subgrantee must be in good standing with the Texas Comptroller of Public Accounts.

**D.5.3 Reimbursement.** Grantee, to the extent allowed by law, shall reimburse Subgrantee only for actual, reasonable and necessary expenses, in accordance with the following directives, policies and standards:

- a. The Texas Grant Management Standards ("TxGMS")
- b. To the extent the expenditure is allowable as determined by Grantee, and only to the extent such expenses have been incurred by Subgrantee in the fulfillment of the activities and objectives provided for in "**Attachment A**".

**D.5.4 Payment Requests and Reimbursement Documentation.** Subgrantee must submit payment requests in the manner prescribed by Grantee in "**Attachment C**". Subgrantee shall submit to Grantee, for each reimbursement request, a copy of a properly prepared and certified invoice packet, and performance report, "**Attachment B**" describing the activities performed during the quarterly invoice period.

**D.5.5 Final Payment Request.** The final payment request must be received no later than sixty (60) days following the completion of the Grant Project or after the expiration or termination of the Agreement, whichever occurs first.

**D.5.6 Non-expended Grant Funds.** Subgrantee understands and acknowledges that grant funds that are not expended by Subgrantee prior to the end of the Term of Agreement, including any authorized extensions, shall be forfeited.

**D.5.7 Required Repayment of Grant Funds.**

Grantee will deny any requests for reimbursement and/or require repayment of grant funds disbursed to Subgrantee if:

- A. Grant funds are misused;
- B. Subgrantee violates any term, condition or provision of this Agreement; or
- C. Subgrantee made any misrepresentations to Grantee in obtaining this Grant.

This provision is not exclusive of other grounds for withholding or requiring repayment of grant funds or any other remedy, civil or criminal, which may be available to Grantee. Grantee's right to deny reimbursement or require repayment under this section is in addition to, and not in lieu of, any other remedies available under the Interlocal Contract (Appendix A) or applicable law.

**D.6 Termination of Agreement –**

**D.6.1 Agreement Termination.** The Agreement may be terminated at any time by mutual consent. In addition, either party may terminate the Agreement, without cause, upon thirty (30) days' written notice via registered or certified mail, return receipt requested, to the other party. Early termination of the Agreement shall not relieve Subgrantee from the obligation of providing final performance and budget reports regarding the expenditure of grant funds received prior to termination. If one party terminates the Agreement, pursuant to this section, then the effective date of termination is thirty (30) days from the date that the non-terminating party receives the notice of termination.

**D.6.2 Immediate Termination.** Any default or breach of the Agreement, including but not limited to, Subgrantee's failure to meet reporting requirements for more than three quarters (does not have to be consecutive), or fulfill any other obligation under the Agreement, shall constitute cause for immediate termination of the Agreement. Such termination is effective upon written notification by Grantee by mailing written notice via registered or certified mail, return receipt requested, to Subgrantee. The effective date of termination is three (3) days after Grantee mails Subgrantee notice of termination.

**D.6.3 Curable Breach.** If Grantee determines that a breach by Subgrantee is curable, Grantee may send written notice to Subgrantee stating the nature of the breach. Should the breach not be cured by Subgrantee within thirty (30) days from the date of the notice, the Agreement will be immediately terminated. Forbearance of this section or any other termination provision by Grantee shall not constitute a waiver of the breach.

**D.6.4 Reimbursement upon Termination.** In the event of termination of the Agreement, Subgrantee shall be reimbursed for eligible, documented expenses in accordance with the Agreement up to the date

of termination. Expenses incurred beyond the date of termination will not be reimbursed, and Subgrantee specifically waives all rights to any further funds upon termination of the Agreement.

**D.6.5 Effect of Expiration or Termination.** Notwithstanding anything to the contrary contained in the Agreement, termination of the Agreement shall not release or relieve either Grantee or Subgrantee from any liabilities or damages arising out of any breach of the representations and warranties made by it, or its failure to perform any of the covenants, agreements, duties or obligation arising under the Agreement.

**D.6.6 Force Majure.** Neither party shall be liable for failure or delay in performance under this Agreement due to causes beyond its reasonable control, including acts of God, natural disasters, severe weather, fire, flood, epidemic or pandemic, war, civil unrest, governmental actions, or disruptions to utilities or transportation.

The affected party shall provide prompt written notice and resume performance as soon as reasonably practicable. Grantee may approve reasonable extensions of deadlines impacted by such events. Nothing herein authorizes reimbursement for costs not otherwise eligible under this Agreement.

## **D.7 General Terms and Conditions**

**D.7.1 Delegation to Third-Party.** Subgrantee is not relieved of its duties and obligations imposed by the Agreement through delegation by Subgrantee to a third-party. Subgrantee may utilize contractors or consultants to assist in carrying out program activities; however, Subgrantee remains fully responsible for compliance, reporting, and performance under this Agreement, and such delegation does not relieve Subgrantee of its obligations herein.

**D.7.2 Agreement Binding.** The Agreement shall be binding on and inure to the benefit of the parties and their officers, executives, administrators, legal representatives, and successors except as otherwise specified herein. Neither party may assign or transfer the Agreement without the written consent of the other party. The parties intend to be legally bound and have executed the Agreement as evidenced by their signatures on the date indicated below. The Agreement is not effective unless and until it has been signed by both parties.

**D.7.3 Subgrantee Responsible for Compliance.** Subgrantee shall be solely responsible for compliance with all federal, state, and municipal laws, ordinances, regulations, and purchasing or contracting guidelines in the accomplishment of the Agreement, and failure to comply with such shall constitute cause for immediate termination of the Agreement in accordance with Section 6.2 of this Attachment.

**D.7.4 Agreement does not Create Debt.** The Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.

**D.7.5 Inspection by Grantee and Grantor.** During the term of Agreement, Grantee and/or Grantor may inspect Subgrantee's premises, accounting records, property records, and other records, to monitor

Subgrantee's performance of the work and expenditures of the grant funds. Grantee and/or Grantor further has the right to make a visual inspection of any assets purchased or constructed with grant funds.

**D.7.6 Indemnification.** Subgrantee shall indemnify and hold harmless, to the extent allowed by the laws and the Constitution of the State of Texas, Grantee, Grantor, its executives, officers, agents and employees, from any and all claims, demands, and causes of action arising from or related to Subgrantee's performance under the Agreement, including reasonable attorney's fees and settlement costs incurred in defending or settling any such claims.

**D.7.7 Subgrantee Not Employee of Grantee or Grantor.** Subgrantee, its employees, contractors, and/or subcontractors shall not present themselves as or be construed as employees or agents of Grantee or Grantor. Neither Subgrantee nor its employees have an employer-employee relationship with Grantee or Grantor.

**D.7.8 Representations and Warranties of Subgrantee.** Subgrantee represents and warrants that: it has the full right and authority to enter into the Agreement and to bestow on Grantee the rights and privileges set forth in the Agreement; it has obtained all necessary approvals prior to execution of the Agreement; it is in good standing with the Texas Comptroller of Public Accounts, and in all other jurisdictions in which it is required to be so qualified for performance of the Agreement; and it has paid all necessary fees, and it has obtained all necessary certifications, registrations, approvals and licenses necessary to perform the Agreement.

**D.7.9 Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue shall lie in the District Courts of Travis County, Texas.

**D.7.10 Dispute Resolution.** The Agreement is subject to the dispute resolution procedures set forth in Chapter 2260 of the Texas Government Code.

**D.7.11 Texas Grant Management Standards.** The Agreement shall comply with all respects to the Texas Grant Management Standards (TxGMS), Texas Government Code, §783.007. In the case of any conflicts between TxGMS and the Agreement, TxGMS shall control.

**D.7.12 Texas Public Information Act.** Subgrantee acknowledges that all information provided by Subgrantee pursuant to the Agreement, including information and material referred to in the Agreement, attachments and/or any amendments thereto, is subject to the Public Information Act, Texas Government Code, Chapter 552, and may be subject to disclosure to the public.

**D.7.13 Severability.** If any part of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from the Agreement and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable provisions that are essential parts of the Agreement.

**Texas Association of Regional Councils**  
**Attachment E- Certifications and Assurances**

This certification is a material representation of fact upon which reliance is placed by the Texas Association of Regional Councils (TARC), as Grantee and administrator of the Texas Regional Broadband Program (TRBP), in determining the award of this grant. The TRBP is supported through state funding administered by the Texas Broadband Development Office (BDO) within the Texas Comptroller of Public Accounts (CPA). If it is later determined that the Subgrantee knowingly rendered an erroneous certification, TARC, in addition to any other remedies available under state law, may take appropriate action.

Subgrantee must complete this form before the Subgrantee will receive state funds. Recipients of state funds must fully understand and comply with these requirements. Failure to comply with applicable assurances may result in the withholding of funds, termination of the award, repayment of funds, or other sanctions.

Subgrantee hereby assures and certifies compliance with all applicable federal and state statutes, regulations, policies, guidelines and requirements, as now in effect and as may be amended from time to time, including Texas Grant Management Standards (TxGMS), that govern the application, acceptance and use of funds under this program. Also, by signature hereon, the Subgrantee assures and certifies that:

**E.1 Legal Authority** - It possesses legal authority to enter into the agreement, including all understandings and assurances contained therein, and the person identified as the official representative of the Subgrantee is duly authorized by the Subgrantee to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of the Subgrantee, and to validly and legally bind the Subgrantee to all of its terms, performances, and provisions.

**E.2 Contract/Agreement Administration** - It will maintain an appropriate agreement administration system to ensure that all terms, conditions and specifications of the agreement, including these standard assurances, are met. Subgrantee agrees to utilize reporting templates, guidance documents, forms, and instructions issued by TARC for purposes of program implementation, reporting, and reimbursement, provided such guidance is consistent with this Agreement and the Interlocal Contract (Appendix A).

**E.3 Relatives** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subgrantee's governing body or of the Subgrantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

**E.4 Public Information** - It will ensure that all information collected, assembled or maintained by the Subgrantee relative to a project assisted by this award will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

**E.5 Open Meetings** - If the Subgrantee is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

**E.6 Child Support Payments** - Under Section 231.006, Texas Family Code, relating to child support obligations, the Subgrantee and any other individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

**E.7 Suspected Child Abuse** - It will comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantee shall also ensure that all program personnel are properly trained and aware of this requirement.

**E.8 Nondiscrimination** - It will comply with all State and Federal statutes relating to nondiscrimination, including the following:

- The Civil Rights Act of 1964, as amended (42 U.S.E. 2000d et seq.)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.E. 794)
- The Americans with Disabilities Act of 1990 (42 U.S.E. 12101 et seq.)
- The Age Discrimination Act of 1975 (42 U.S.E. 6101 et seq.)

**E.9 Taxes** - It will comply with all State and Federal tax laws and is solely responsible for filing all required State and Federal tax forms.

**E.10 Eligibility: Financial Participation** - Under Texas Government Code, Section 2155.004, no person who received compensation for participating in preparing the specifications or request for proposals on which this agreement is based has any financial interest in this agreement. The Subgrantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

**E.11 Compliance With Requirements** - It will comply with all applicable requirements imposed by federal and state laws, executive orders, regulations, policies, program requirements and other administrative requirements governing this program, including requirements issued by TARC as Grantee and administrator of TRBP, and applicable requirements of the Texas Broadband Development Office (BDO) and the Texas Comptroller of Public Accounts (CPA) related to the source and administration of TRBP funds.

**E.12 Lobbying** - No funds provided under this agreement has been or will be used to pay any person for influencing, attempting to influence, or communicating with a member of the legislative or executive branches of state government (which includes a member-elect, a candidate for, an officer, an officer-elect, or an employee of the legislature or legislative committee or any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress in connection with any legislation, administrative action, the awarding or making of any state or federal contract, agreement, or loan, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any state or federal contract, agreement, loan or cooperative agreement.

Also, the Subgrantee will require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

**E.13 Executive Head** - Under Section 669.003, Texas Government Code, the Subgrantee certifies that no person who, in the last four years, served as an executive head of the Texas Comptroller of Public Accounts (CPA) or any other state agency was involved with or has any interest in the grant application or proposal or this agreement. If the Subgrantee employs or has used the services of a former executive head of the CPA or any other state agency, then the Subgrantee will provide the following information to TARC: name of former executive; name of state agency; date of separation from the state agency; position with the Subgrantee; and date of employment with the Subgrantee.

**E.14 Felony** - Sections 2155.006 and 2261.053, Texas Government Code, prohibit the State of Texas from awarding a contract to any person who is ineligible under those sections. The Subgrantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that the agreement may be terminated and payment withheld if this certification is inaccurate.

**E.15 Drug-free Workplace** - It will maintain a drug-free work environment and comply with applicable provisions of the Drug-Free Workplace Act of 1988.

**E.16 Debarment** - The State of Texas, Grantor, Grantee, and Subgrantee may be required to screen respondents/vendors and awardees by cross-referencing with the Federal General Services Administration's System for Award Management (SAM), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list, and to adhere to applicable federal restrictions including the President's Executive Order 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001, and any subsequent changes made to it.

Subgrantee certifies that Subgrantee and its principals are eligible to participate in this agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and Subgrantee is in compliance with the State of Texas statutes and rules relating to procurement and that Subgrantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

*Eric M. Bridges*

Signature of Subgrantee

Eric M. Bridges

Printed Name

3 / 27 / 26  
Date

**INTERLOCAL COOPERATION CONTRACT  
FOR  
BROADBAND INFRASTRUCTURE IMPROVEMENTS  
BETWEEN  
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
AND  
TEXAS ASSOCIATION OF REGIONAL COUNCILS**

This Interlocal Cooperation Contract (“Contract”) is entered into by and between the Texas Association of Regional Councils (“TARC”) and the Texas Comptroller of Public Accounts (“CPA” or “Receiving Agency”), pursuant to the authority granted and in compliance with the provisions of Texas Government Code, Chapters 403, 490I, 791, Texas Local Government Code, Chapter 391, and with the authorization of TARC’s Board of Directors. For purposes of this Contract, CPA and TARC shall be collectively referred to as the “Parties” or individually as a “Party.”

**I. Recitals**

**Whereas**, the 88th Texas Legislature passed House Bill 9 (H.B. 9) to establish the Broadband Infrastructure Fund (“BIF”);

**Whereas**, BIF funds may be used for purposes described in Texas Government Code, Chapter 490I;

**Whereas**, CPA, by and through the Broadband Development Office (“BDO”), has the powers necessary to disperse such BIF funds pursuant to Texas Government Code, Chapter 490I, including the power to enter into contracts and other necessary instruments;

**Whereas**, the Broadband Development Office (“BDO”) desires to launch a statewide initiative to strengthen local capacity in expanding internet access, improving technology adoption, and enhancing digital skills (“Program”); and

**Whereas**, the BDO desires to contract with TARC, defined under Texas Government Code, Chapter 791 and Texas Local Government Code, Chapter 391, to administer the Program and distribute funds to eligible Councils of Government (“COGs”) to support the Program by providing necessary staffing to implement local digital opportunity plans.

**Now, therefore**, CPA and TARC hereby agree as follows:

**II. Definitions**

**“Applicable Laws”** means all applicable federal, state, foreign, and local laws, rules, regulations, codes, ordinances, policies, orders or any other legal requirements or limitations, including but not limited to those set forth in this Contract, all of which may be updated, amended, modified, or added to from time to time and all of which are incorporated herein by reference as of the date of any such change in the law.

**“Effective Date”** means the date that this Contract has been executed by CPA, having first been signed by TARC.

**“Program”** means work proposed in TARC’s Program Plan.

**“Program Budget”** means the budget proposed by TARC, and reviewed and approved by CPA, to carry out the work described in the Program Plan, attached to this Contract as Attachment B.

**“Program Plan”** means the formal document outlining the Program proposed by TARC, and reviewed and approved by CPA, which clearly articulates the work necessary to achieve stated goals by setting demonstrable objectives, measurable deliverables, and the timeline for completion.

**“TxGMS”** means the Texas Grant Management Standards, available at: <https://comptroller.texas.gov/purchasing/grant-management/>

**III. Duties and Responsibilities; Records; Program Completion**

- A. **Duties and Responsibilities.** TARC will perform the work described in the Program Plan, attached hereto and incorporated as part of this Contract for all purposes as Attachment A.
- B. **Program Changes.** CPA must approve, in writing, any changes to the Program Plan, including modifications to the scope of work of the Program, modifications to the Program Budget, and modifications to the Program completion date. Such changes will not require a formal amendment to this Contract, so long as they are approved in writing by CPA and the total amount of the Contract does not change. Notwithstanding anything to the contrary, changes to the Budget are subject to the Budget Controls described in Attachment B.
- C. **Performance.** TARC shall be solely responsible to CPA for all performance by TARC's employees, representatives, agents, subcontractors, subgrantees, suppliers, third-party service providers, and similar entities in carrying out this Contract. TARC must fully complete the activities set forth in the Program Plan by the date set forth in this Contract. The Program must be deployed and implemented in a manner that complies with all applicable terms, conditions, requirements, and limitations set forth in this Contract, and as proposed/represented in the Program Plan.
- D. **Records.** TARC shall maintain accurate financial, management, programmatic and other records, including those pertaining to subawards and subcontracts, of TARC, of all transactions relating to the receipt and expense of the Contract and administration of the Program (collectively, "Records") in compliance with the records retention requirements of TxGMS. The Records shall be in a commercially reasonable form acceptable to CPA. TARC shall retain the Records for five (5) years following the date of termination of the Term. TARC acknowledges the State Auditor's authority to conduct audits of state agencies under Chapter 321, Texas Government Code and TARC shall give the Auditor of the State of Texas, CPA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by TARC pertaining to this Agreement. Such rights to access shall continue for five (5) years following the termination of the term. TARC shall cooperate with auditors and other authorized representatives of CPA and the State of Texas and shall provide them with prompt access to all such property as requested by CPA or the State of Texas. By example and not as exclusion to other breaches or failures, TARC's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize CPA to immediately terminate this Agreement. TARC agrees to maintain such records in an accessible location and to provide citizens reasonable access to records pertaining to this Agreement and consistent with the Texas Public Information Act, Chapter 552 of the Texas Government Code.
- E. **Proof of Program Completion.** In order to certify Program completion and receive final disbursement of funds, TARC must provide the CPA with proof of Program completion that, at a minimum, demonstrates with specificity that the Program has occurred consistent with the Program Plan. Notwithstanding the foregoing, CPA reserves the right to determine, in its sole discretion, the completeness and sufficiency of proof provided to the CPA by TARC pursuant to this section. TARC acknowledges that its failure to satisfy its obligation to provide proof as required in this section may delay or prohibit certification of Program completion and disbursement of funds.

#### IV. Contract Amount; Expenditure of Funds

- A. **Contract Amount.** The total amount of this contract will not exceed \$8,750,000.
- B. **Eligible Expenses.** TARC shall only be entitled to reimbursement for Eligible Expenses as described the Program Plan, and this Contract, and subject to the requirements of the cost principles found in TxGMS ("Eligible Expenses"). CPA may order the return of any funds previously disbursed or deny a request for reimbursement for any expenses that do not constitute Eligible Expenses, and TARC shall not otherwise be entitled to payment or reimbursement for any expenses that do not constitute Eligible Expenses.
- C. **Ineligible Expenses.** TARC may not expend the grand funds for purposes contrary to this Contract or the cost principles found in TxGMS. With the exception of Eligible Expenses or other reimbursable expenses or costs expressly contemplated herein, there shall be no other reimbursable expenses associated with this Contract and TARC shall be solely responsible for any ineligible costs, charges and expenses it incurs in connection with its performance under this Contract.
- D. **Pre-Award Expenses.** Pre-award expenses are those incurred prior to the Effective Date and directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the

Program. Such costs are eligible only to the extent that they would have been eligible if incurred after the date of the award and only with the written approval of CPA. If charged to the award, these costs must be charged to the initial budget period of the award, unless otherwise specified. All unapproved costs incurred by TARC before the Effective Date and before approval by CPA of the release of funds are incurred voluntarily, at TARC's own credit and expense.

- F. **Program Budget.** TARC may not request reimbursements exceeding the amount allocated for any individual category in the Program Budget without the prior written consent of CPA. Total reimbursements made to TARC shall not exceed the total amount set forth in the Program Budget.
- G. **Return of Unexpended Funds.** If, upon completion of the Program, there are cost savings that result in unexpended funds, TARC shall return such funds to CPA. CPA shall have the rights and remedies with respect to unexpended funds upon termination as provided by Part VI.
- H. **Duty to Report Misuse of Funds.** TARC must promptly refer to CPA any credible evidence that a principal, employee, agent, subcontractor, subgrantee, subrecipient, or other person has either: 1) submitted a false claim for funds as that term is use under any false claims act or other similar law, whether state or federal; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds. This condition also applies to any subcontractor for the Program.

## V. Payment

- A. **Disbursement of Funding.** After the Effective Date, CPA will disburse funds to TARC on reimbursement basis.
- B. **Reimbursement.**
  - 1. **Request for Reimbursement.** TARC may request reimbursement for Eligible Expenses monthly. A request for reimbursement shall identify in detail all Eligible Expenses for which reimbursement is being sought on the forms and in the manner prescribed by CPA and attest that such Eligible Expenses are true, accurate, and in fact constitute Eligible Expenses, actually incurred by TARC in performance of the Program. CPA may request, in its sole discretion, and TARC may be required to supply, additional records to verify any Eligible Expenses claimed by TARC, including, but not limited to, invoices, original itemized receipts, copies of checks, check registers, or bank statements indicating credit card invoices were paid. CPA shall review any request for reimbursement and related supporting documentation for compliance with this Contract and Applicable Laws. Notwithstanding anything herein to the contrary, CPA shall have the right to dispute any request for reimbursement, invoice, or other supporting documentation and withhold payment of any disputed amount if CPA believes the documentation is inaccurate, incomplete, insufficient, or incorrect in any way.
  - 2. **Time for Reimbursement.** Requests for reimbursement should be made allowing up to thirty (30) calendar days to receive the funds; however, no payment of funds will be disbursed until CPA has reviewed and approved the eligible expenses incurred by TARC. If CPA requires additional supporting documentation for a request for reimbursement, a hold will be placed such request for reimbursement until claimed Eligible Expenses are verified.
- C. **Advance Payment.**
  - 1. Upon written request by TARC and approval by CPA, CPA may advance up to one month of the estimated amount TARC's Eligible Expenses, subject to the following:
    - a. TARC's request for advance payment must clearly identify the estimated expenses TARC is seeking payment for, including the estimated timing of such expenses, and contain sufficient information for CPA to make a preliminary determination as to the reasonableness, allowability, and allocability of such expenses in accordance with this Contract and Applicable Laws.
    - b. Within 14 days of expending funds received through an advance payment, TARC must identify in detail all Eligible Expenses paid for using the forms and in the manner prescribed by CPA and attest that such Eligible Expenses are true, accurate, and in fact constitute Eligible Expenses, actually incurred by TARC in performance of the Program. CPA may request, in its sole discretion, and TARC may be required to supply, additional records to verify any Eligible Expenses claimed by TARC, including, but not limited to, invoices, original itemized receipts, copies of checks, check registers, or bank statements indicating credit card invoices were paid. CPA shall review supporting documentation for compliance with this Contract and Applicable Laws.

- c. Notwithstanding anything herein to the contrary, CPA shall have the right to dispute any expenses made using funds received through an advance payment and offset subsequent reimbursements or advance payments by the disputed amount if CPA believes the documentation is inaccurate, incomplete, insufficient, or incorrect in any way. This remedy is in addition to and not to the exclusion of any other remedies available to the CPA under this Contract, at law, in equity, or otherwise.
  - 2. **Time for Request of Advance Payment.** Requests for advance payment should be made allowing up to thirty (30) calendar days to receive the funds; however, no payment of funds will be disbursed until CPA has reviewed and approved TARC's estimate of eligible expenses to be incurred. If CPA requires additional supporting documentation for a request for advance payment, payment may be delayed until such documentation is received, reviewed, and approved.
- D. **Personnel Eligibility List (PEL).** If CPA will be reimbursing salary or wages, TARC must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract and an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, TARC must immediately submit an updated PEL with a request to amend the Contract.
- E. **Level-of-Effort Reporting.** TARC shall submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on percentage of the employee's time performing activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS. If the records do not comply with the Standards for Documentation of Personnel Expenses, CPA may approve the use of an alternative system in writing or require that the TARC submit the attached Level-of-Effort Certification (LEC) form. The LEC form shall be completed monthly and submitted with each invoice. TARC must submit time sheets that are signed or electronically approved by the employee and supervisor with reimbursement requests for nonexempt employees.
- F. **Right to Withhold Payment.** CPA reserves the right not to disburse any funds, as a reimbursement or advance payment if, in CPA's determination:
- 1. TARC has failed to supply appropriate supporting documentation or withheld a material fact in a request for reimbursement or advance payment;
  - 2. TARC's request for reimbursement or advance payment, when combined with all prior payment requests, exceeds the total not-to exceed amount of the Contract;
  - 3. TARC has used any portion of the funds for uses or activities other than the Program, or in a manner inconsistent with the terms and conditions of this Contract Applicable Laws, or the cost principles found in TxGMS;
  - 4. TARC is not performing or completing the Program in a manner satisfactory to CPA; or
  - 5. TARC is in default under any other term or condition contained in this Contract.
- G. **Payments Conditional.** Payments are conditioned on work being performed in compliance with this Contract and Applicable Laws. No payment, including final payment, shall be construed as or constitute: (1) acceptance of any Program(s) as satisfying the terms, conditions, or requirements of this Contract or Applicable Laws; or (2) a waiver by CPA's of any rights or remedies it may have to enforce the terms of this Contract, and TARC shall remain responsible for full performance in strict compliance with the terms and conditions of this Contract. By making any payments under this Contract, CPA does not waive its ability to challenge any payment or reimbursement for either failing to comply with this Contract or any Applicable Laws. TARC agrees that its acceptance of the last payment from CPA under this Contract shall operate as a release of any and all claims related to this Contract that TARC may have or be capable of asserting against CPA or the State of Texas.
- H. **Return of Funds.** In the event that any previous payment is determined to have been expended in violation of the laws applicable to the expense of such funds; or any payment was comprised of claimed expenses that did not constitute Eligible Expenses; was not otherwise reimbursable hereunder; was improperly or incorrectly allocated; was unreasonable; was not supported by sufficient and appropriate documentation; or was otherwise made in a manner inconsistent with or in violation of the terms, conditions, or requirements of this Contract or any Applicable Laws, TARC shall be liable to the CPA for the full amount of any claim disallowed and for all related penalties incurred and TARC shall immediately return to the CPA funds subject to this Repayment Obligation. This remedy is in addition to and not to the exclusion of any other remedies available to the CPA under this Contract, at law, in equity, or otherwise.

- I. **Erroneous Payments and Credits.** TARC shall promptly pay or refund to CPA the full amount of any overpayment, erroneous payment, or ineligible expense within ten (10) business days after either discovery by TARC or notification by CPA of the overpayment, erroneous payment, or ineligible expense. CPA may, in its sole discretion, elect to have TARC apply any amounts due to CPA under this Section (Erroneous Payments and Credits) against any amounts payable by CPA under this Contract.
- J. **Compensation Generally.** Notwithstanding anything in this Contract to the contrary, in no event shall CPA be obligated to pay TARC any fees, costs, compensation or other amounts in excess of the amount expressly set forth herein in accordance with the terms, conditions, limitations, and requirements of this Contract, unless CPA otherwise agrees to pay such fees, costs, compensation other amounts pursuant to a written amendment to this Contract executed by CPA.

## **VI. Term; Termination; Amendment**

- A. **Term.** This Contract shall commence on the Effective Date and will expire three (3) years after the Effective Date ("Term").
- B. **Termination for Cause.** Termination of the Contract for cause due to uncured material default may result in the following remedies:
  - 1. Forfeiture TARC's right, title, or interest in or to any of the undisbursed funds;
  - 2. Repayment TARC of any portion of the reimbursed funds that CPA, in its reasonable discretion, determines were not expended in accordance with this Contract, plus all costs and reasonable attorneys' fees incurred by CPA in recovery proceedings; and
  - 3. Repayment of all funds disbursed to TARC, plus all costs and reasonable attorneys' fees incurred by CPA in recovery proceedings.
  - 4. Disqualification of TARC for future awards offered by or through CPA/BDO.
- C. **Termination for Convenience.** Upon thirty (30) days written notice, CPA may terminate this Contract, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to TARC. Termination for convenience may be for any reason or no reason at all. Should CPA terminate for convenience, TARC shall not be responsible for any financial obligations beyond funds already received and property expended under this Contract, and CPA shall reimburse TARC for reasonable costs incurred in reliance on this Contract prior to receipt of written notice of termination for convenience, provided that such costs are in accordance with the approved Program Plan and Program Budget.
- D. **Termination for Cause by TARC.** TARC may only terminate this Contract upon written notice of the breach by CPA of any material term, condition, or provision of this Contract, if such breach is not cured within sixty (60) days of the CPA's receipt of TARC's written notice of breach.
- E. **Return of Unspent Funds Upon Termination.** TARC agrees to return any remaining proceeds of the funds to CPA upon termination of the Agreement, whether due to default, completion of the Program, or for any other reason.
- F. **Rescission.** If after making an award, CPA determines that at the time of making the award the Performing Party was not eligible to receive funding for any reason, CPA may rescind the award and TARC shall be required and agrees to return any funds that were awarded. CPA shall reduce the amount required to be returned under this subsection if CPA determines, in its reasonable discretion, that the funds or any portion thereof were expended in good faith.
- G. **Amendment.** This Contract may be amended only in writing by an instrument signed by CPA and TARC; however, CPA expressly reserves the right, in its sole discretion, to amend this Contract unilaterally with ten (10) business days written notice to ensure compliance of this Contract or either Party with state or federal law or other regulation.

## **VII. Default; Remedies**

- A. **Default.** A default shall consist of one or more of the following:
  - 1. the breach by TARC of any material term, condition, covenant, agreement, or certification contained in this Contract;

2. the expense of funds for any use other than as provided in the Program Budget or in the approved Program Plan;
  3. the failure to commence or complete the Program by the dates set forth in the Contract, or otherwise materially unsatisfactory performance or completion of the Program, in CPA's reasonable determination;
  4. a change in TARC's staffing capacity that materially adversely affects TARC's ability to carry out the Program, in CPA's reasonable discretion.
- B. **Right to Cure.** If a default occurs, CPA shall give TARC written notice of default detailing the specific basis for default and requirements to cure, and TARC shall have thirty (30) calendar days from the date of such notice to cure the default, except as otherwise set forth in this section. If TARC has not cured the default by correcting the specific items of default and addressing the written requirements to cure by the conclusion of the 30-day period, CPA may, at its option: (1) extend the curative period by an additional thirty (30) days; (2) impose additional award conditions; or (3) terminate this Contract and demand immediate repayment of funds, up to the entire amount disbursed at the time of default, at the reasonable discretion of CPA while taking into account factors including, but not limited to, the amount of the program that was timely completed, excusable delays or other force majeure events, and the materiality of default. Notwithstanding the above, upon the occurrence of a default under this Contract involving TARC's bankruptcy, insolvency, or the dissolution or liquidation of TARC's business organization or assets, CPA's right to terminate this Contract shall be immediate, without a notice and cure period.
- C. **Remedies Not Exclusive.** In addition to exercising any or all of the rights and remedies contained in this Contract, CPA at any time may proceed to protect and enforce all rights available to CPA by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Contract.

### VIII. Monitoring

- A. **Monitoring and Review.** In addition to any other terms and conditions hereunder of or related to auditing, verifying, or ensuring TARC's compliance with the terms, conditions, requirements, or limitations of this Agreement, CPA shall monitor and review TARC's performance under this Agreement to ensure compliance with this Agreement and Applicable Laws. Such review and monitoring shall include CPA's assessment of any claims or invoices and any reports furnished by TARC pursuant to this Agreement. CPA reserves the right to monitor TARC's performance through site visits, reports, or other means deemed necessary by CPA. TARC agrees that CPA may conduct site visits during regular business hours to review contract compliance, assess management controls, and assess relevant services and activities. TARC agrees to ensure the cooperation of TARC Personnel in such efforts and to provide to CPA all information requested in the manner determined by CPA; including allowing CPA to inspect TARC or subcontractor's facilities and books and records in order to monitor and evaluate performance of this Agreement.
- B. **Corrective Action.** Following each site visit or review of requested information, CPA may submit a written report to TARC which identifies the CPA's findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested. The corrective action plan shall be submitted to CPA for approval within the timelines outlined in the written report. TARC shall implement the plan after it is approved by CPA. Failure to do so may result in suspension or termination of the Agreement, without penalty or liability to CPA or the State of Texas. TARC shall not impose any charge or fee in connection with any review or monitoring conducted by CPA hereunder.
- C. **Flowdown.** The requirements of Part VIII. (Monitoring) shall apply to TARC, TARC contractors and subcontractors, and any subgrantees or subrecipients, and TARC shall require and cause any subcontractor or subgrantee or subrecipient used by TARC in connection with this Agreement to agree to and be subject to and bound by such terms and provisions.
- D. **Rights Not Exclusive.** Any and all of the rights granted to CPA by Part VIII. (Monitoring) or otherwise referred to in this Part, or duties or obligations of TARC under this Section or otherwise referred to in this Part, may be exercised or invoked by CPA or any other entity designated by the CPA, including contractors hired by the CPA for such purpose.

### IX. Liability

TARC releases CPA and the State of Texas from, and agrees that CPA and the State of Texas, shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against CPA and the State of Texas, as a result of or in connection with

the Program, except for the gross negligence or willful misconduct of CPA. This Section shall survive the Term.

#### X. Indemnification

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

#### XI. Reserved.

#### XII. Audit and Other Flowdown Terms and Conditions

- A. **Flowdown Requirements.** The requirements of this Part XII shall apply to TARC, subgrantees or subrecipients, and subcontractors. TARC shall require and cause any subcontractor or subgrantee or subrecipient used by TARC in connection with this Contract to agree to and be subject to and bound by such terms and provisions.
- B. **Necessary and Eligible Expenses.** TARC represents and warrants that the funds from this Contract shall only be used for Eligible Expenses as defined in this Contract.
- C. **Records; Right to Audit.** The Parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321, Texas Government Code. CPA reserves the right to monitor and audit TARC's compliance with the requirements of this Contract.
- D. **Cost Principles.** To the extent applicable, in addition to any other terms, conditions, restrictions, or limitations applicable to Eligible Expenses or reimbursable expenses or costs under the Contract, the costs or expenses charged, paid, or reimbursed under the Contract shall be determined as eligible under the cost principles detailed in TxGMS. To the extent that indirect costs qualify as Eligible Expenses under the Contract and TARC does not have an indirect cost rate, the de minimis rate shall apply.
- E. **Restriction on Leveraging Funding.** No portion of the funds received under the Contract may be used for the purpose of obtaining additional State or Federal funds under any other law, except if authorized under that law.
- F. **Recovery of Funds.** If a State audit takes exception to the Program(s) provided under the Contract for which State funds have been paid or reimbursed, or if State funds are deferred and/or disallowed as a result of any audits (or expended in violation of the laws applicable to the expenditure of such funds), TARC will be liable to CPA and the State of Texas for the full amount of any such payment, reimbursement, or any claim disallowed (or the amount of funds expended in violation of Applicable Laws or requirements) and for all related penalties incurred. If CPA concludes that TARC has been paid for any cost that is ineligible, unallocable, or unreasonable under the Contract, TARC will be liable to CPA and the State of Texas for such cost. TARC shall pay to CPA or State of Texas all amounts for which TARC is liable under this section within ten (10) business days of receiving a written demand or written notice. CPA may withhold any payment under the Contract if TARC fails to timely make any payment required by this Section. The requirements of this Section shall apply to TARC and subgrantees or subrecipients and subcontractors. TARC shall require and cause any subcontractor or subgrantee or subrecipient used by TARC in connection with the Contract to agree to and be subject to and bound by such terms and provisions.

### XIII. Certifications, Representations and Warranties

Each of the following required certifications, representation, and warranties set forth below is a material representation of fact upon which reliance is placed by CPA prior to distributing funds. In addition to any criminal penalties authorized by the Texas Penal Code that may result from any false statements of material fact made herein or any other remedies available at law, equity, or otherwise, a TARC that is subsequently determined to have made a statement, representation, warranty, certification, or attestation herein that is later proven untrue in any material respect shall be obligated to repay CPA the entire amount of any funds previously distributed by CPA to TARC under the Contract. By signing the Contract, TARC's authorized representative who must be expressly authorized to make the below certifications on behalf of TARC, under penalty of perjury and pursuant to the laws of the State of Texas, certifies and attests to TARC's compliance with the following. The following certifications shall apply to TARC and its subcontractors or subgrantees or subrecipient. TARC shall require and cause any subcontractor or subgrantee or subrecipient used by TARC in the performance of the Contract to certify, agree to, and be subject to and bound by each of the following certifications. TARC may be required to provide any information identified or required in connection with the below certifications as a precondition to receiving funds under the Contract. Further, if TARC is a Local Government, TARC specifically assures its compliance with the provisions of Appendix 6 (Uniform Assurances by Local Governments) of TxGMS that are applicable to this Contract.

- A. TARC certifies that the acceptance of the funds and the entering into of the Contract have been duly authorized, executed, and delivered by TARC, and are the valid and legally binding acts and agreements of TARC.
- B. TARC certifies that it is duly organized and validly existing under the laws of the jurisdiction of which TARC is a part and has all the requisite power and authority to enter into and carry out the transactions contemplated by this Contract, including, but not limited to, legal capacity and authority to own and operate the Program, to enter into contracts, and to otherwise comply with applicable statutes and regulations.
- C. TARC represents and warrants that it is fully aware of the terms, conditions, and requirements of this Contract and Applicable Laws, and intended outcomes of any Program(s) to be delivered hereunder, and that any such Program(s) shall satisfy such requirements in all material respects and are fit for such intended purposes and uses.
- D. TARC represents, warrants, and covenants that the Program(s) will at all times meet, conform to and comply with: (1) this Contract; and (2) Applicable Laws.
- E. TARC represents and warrants that it is not in arrears with respect to the payment of any monies due and owing the State or any department, agency, office, or any other governmental entity, unit, or subdivision thereof, including but not limited to the payment of taxes and employee benefits. TARC represents that its accounting system is adequate to comply with this Contract.
- F. TARC certifies that prior to commencement of the Program, TARC has obtained or will obtain all federal, state, and local government approvals, permits, and licenses that may be required to accomplish the Program scope of work.
- G. TARC represents, warrants, and covenants that all Program(s) be performed or provided under this Contract shall be performed or provided in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms of this Contract and the highest standards of performance applicable to service providers in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this Contract, the Parties agree that the applicable specification shall be the generally accepted industry standard. So long as CPA notifies TARC of any aspects of any Program(s) performed in violation of this standard, TARC shall re-perform the relevant aspects of the Program(s) at no additional cost to CPA or impacted consumers, such that the Program(s) are rendered in the above-specified manner, or if TARC is unable to perform the Program(s) as warranted, TARC shall reimburse CPA any fees or compensation paid to TARC for the unsatisfactory performance.
- H. Reserved.
- I. TARC represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subgrantees or subrecipient and subcontractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
- J. TARC represents and warrants that it will comply, and assure the compliance of all its subgrantees or subrecipient and subcontractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, TARC represents and warrants that it will comply with all requirements imposed by the

- awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to TARC, the more restrictive requirement applies.
- K. TARC represents and warrants that it will maintain oversight to ensure that subcontractors and subgrantees or subrecipient perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
  - L. If TARC has access to any state computer system or database, TARC shall complete cybersecurity training and verify completion of the training program to CPA pursuant to and in accordance with Section 2054.5192 of the Government Code.
  - M. If TARC is a "local government" as defined under Section 2054.003(9) of the Texas Government Code or a "state agency" as defined under Section 2054.003(13) of the Texas Government Code, TARC represents and warrants its compliance with Section 2054.5191 of the Government Code relating to the cybersecurity training program for local government or state agency employees who have access to a local government or state agency computer system or database, respectively.
  - N. TARC acknowledges it has been advised that the dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Contract.
  - O. TARC certifies that it and its principals are not suspended or debarred from doing business with the State or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.
  - P. TARC certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
  - Q. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, TARC certifies that it is not (1) the executive head of CPA, (2) a person who at any time during the four years before the date of the Contract or grant was the executive head of CPA, or (3) a person who employs a current or former executive head of CPA.
  - R. TARC acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
  - S. TARC represents and warrants that payments to TARC and TARC's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.
  - T. If TARC is a governmental entity, TARC represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
  - U. TARC represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
  - V. TARC represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.
  - W. TARC represents and warrant that it will monitor the activities of any subgrantee or subrecipient as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.
  - X. TARC certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas Government Code §2.102(a) in an action brought by the Attorney General under Texas Government Code §2.104. If TARC is currently being sued under Texas Government Code §2.104 or is sued under this section at any point during the duration of this grant, TARC agrees to immediately disclose the lawsuit and its posture to the CPA. TARC represents and warrants that payments made by CPA to TARC and TARC's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 Prohibited Transactions.
  - Y. Pursuant to Section 2271.002 of the Texas Government Code, TARC certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the Term. TARC shall state any facts that make it exempt from the boycott certification in its Offer.

- Z. Pursuant to Section 2275.0102 of the Texas Government Code, TARC, as a unit of local government, certifies that it is not: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.
- AA. If TARC is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, TARC verifies that TARC does not boycott energy companies and will not boycott energy companies during the Term. If TARC does not make that verification, TARC must so indicate in its Application and state why the verification is not required.
- BB. If TARC is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, TARC verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the Term against a firearm entity or firearm trade association. If TARC does not make that verification, TARC must so indicate in its Application and state why the verification is not required.
- CC. If TARC is required to make a certification pursuant to Section 2252.906 of the Texas Government Code, TARC represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- DD. TARC, as a unit of local government, certifies that it is not: (a) listed in Section 889 of the 2019 National Defense Authorization Act; (b) listed in Section 1260H of the 2021 National Defense Authorization Act; (c) owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R Section 791.4; or (d) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R Section 791.4.
- EE. All representations, warranties, and covenants made by TARC in this Contract, whether or not this Contract specifically denominates TARC’s promise as a warranty or whether the warranty is created only by TARC’s affirmation or promise, or is created by a description of the Program(s) or related outcomes to be provided or that will result, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand those warranties. TARC’s warranties provided in this Part XV are in addition to and not in lieu of any other warranties provided in this Contract. All warranties provided for in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to CPA, the State of Texas, and any and all consumers intended to benefit from such warranties, this Contract, or the Program(s) resulting herefrom.

**XIV. General**

- A. **TxGMS.** The parties agree that all the requirements of the Texas Grant Management Standards (TxGMS) apply to this Contract.
- B. **Confidentiality, Texas Public Information Act, Security Incident Notification.**
  - 1. The Parties will maintain the confidentiality of Confidential Information in accordance with this Section. The Non-Disclosure Contract applies whenever one Party (“Discloser”) discloses Confidential Information to the other Party (“Recipient”) as part of the Contract. The term “Confidential Information” includes information designated as confidential by the Discloser or which, under the circumstances surrounding the disclosure, ought to be treated as confidential by the Recipient. In order for the Parties to appreciate when non-public information is being conveyed, to the reasonable extent possible, information disclosed in tangible form shall be clearly identified at the time of disclosure as being Confidential Information by an appropriate and conspicuous marking. Similarly, to the reasonable extent possible, information disclosed in intangible form (e.g., oral or visual) shall be identified as being Confidential Information at the time of disclosure and shall be confirmed as such in writing to the Receiving Party within 30 days after such disclosure. Confidential Information may include the Party’s own information (e.g., state employee data) or information from another entity that the Party is obligated to treat as confidential. Confidential Information shall not be deemed to include information that the Receiving Party can demonstrate by competent written proof: (i) is now, or hereafter becomes, publicly known or available through no act or failure to act on the part of the Receiving Party; (ii) was known by the Receiving Party at the time of receipt of such information as evidenced by its records; (iii) is hereafter furnished to the Receiving Party by a third party as a matter of right and without violating any confidentiality obligation to the Disclosing Party; or (iv) was independently developed by employees of the Receiving Party without use or knowledge of the Confidential Information of the Disclosing Party.

The Receiving Party's obligation of confidentiality shall survive for a period of 5 years from the date it receives Confidential Information from the Disclosing Party.

2. If a Party is subject to a court order or a subpoena ("Subpoena Recipient") requiring the production and disclosure of Confidential Information obtained under this Contract, then the Subpoena Recipient shall abide by the terms of the court order or subpoena in compiling and providing the information. If not otherwise prohibited under the terms of the order or subpoena, then the Subpoena Recipient shall provide notice to the other Party with a copy of such order or subpoena as soon as reasonably practicable.
  3. Each Party is responsible for complying with the provisions of Chapter 552, Texas Government Code (Texas Public Information Act (TPIA)) as interpreted by judicial opinions and the opinions of the Office of the Attorney General. Responses to requests for Confidential Information shall be handled in accordance with the provisions of the TPIA. The Recipient will rely on the Discloser's designation of information as confidential or public for purposes of the TPIA including Section 552.352, Texas Government Code. The term "TPIA Request Recipient" refers to the Party that receives a public information request for information obtained pursuant to this Contract.
  4. Each Party shall provide notice to the other as soon as possible following the discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive personal information or Confidential Information under this Contract ("Security Incident"). TARC shall provide notice to CPA by calling (800) 531-5441 EXT 34357. CPA and TARC will exchange confidential, detailed security and Security Incident information only between the Information Security Officers for CPA and TARC subject to the mutually agreed restrictions regarding further internal or external dissemination of such Confidential Information within each agency. CPA and TARC may also disclose confidential, detailed security and Security Incident information to law enforcement authorities as required. To the extent such security and Security Incident information is confidential pursuant to Sections 2054.077, 2059.055, and 552.139, Texas Government Code or other applicable state or federal law, each Party shall comply with all applicable statutory requirements and restrictions regarding dissemination of such information.
  5. The Recipient will rely on the Discloser's designation of information as confidential or public for purposes of Section 2054.1125, Texas Government Code. If any information is released in reliance on Discloser's designation of information as public and such release falls within Section 2054.1125, Texas Government Code, the Discloser will provide any statutorily-required notice and bear all associated costs. If a Section 2054.1125, Texas Government Code, release of information is due to the Recipient's failure to rely on the Discloser's designation of information as confidential, the Recipient shall (1) provide the initial public notice, (2) be responsible for all costs associated with the notification, and (3) confer with the Discloser subject to the Recipient's compliance with timely notification requirements. If the Discloser elects to issue its own additional public notification, the Discloser shall confer with the Recipient prior to the issuance of the notification and the Discloser shall bear all costs associated with providing such additional notice.
- C. **Dispute Resolution.** The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either Party from pursuing any remedies as may be available under Texas law.
- D. **Non-Appropriation of Funds; Legislative Action.** This Contract is subject to termination or cancellation, without penalty to either Party, either in whole or in part, subject to the availability of state funds. Both Parties are subject to actions of the Texas Legislature. If either Party becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either Party's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, neither Party will be liable to the other for any damages, which are caused or associated with such termination or cancellation. The Party terminating or cancelling under this Section shall give prior notice to the other if time permits.
- E. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-TARC exercises

all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

- F. **Independent Contractor.** It is understood and agreed that each Party is contracting as an independent contractor.
- G. **Assignment.** No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- H. **Headings.** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of the Contract.
- I. **No Waiver.** This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- J. **Survival.** The expiration or termination of this Contract shall not affect the rights and obligations of the Parties accrued prior to the Effective Date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- K. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- L. **Applicable Law and Conforming Amendments.** TARC must comply with all laws, regulations, requirements and guidelines applicable to this Contract, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the Term. CPA reserves the right, in its sole discretion, to unilaterally amend the Contract prior to award and throughout the Term to incorporate any modifications necessary for CPA's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.
- M. **Governing Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas.

**XV. Notices; Liaison**

Any legal notice relating to this Contract, which is required or permitted to be given under this Contract by one Party to the other Party shall be in writing and shall be addressed to the receiving Party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address specified below. Registered or certified mail with return receipt is not required for copies.

1. CPA:

Lisa Craven  
Deputy Comptroller  
Texas Comptroller of Public Accounts  
111 E. 17th Street  
Austin, Texas 78774

*With copy to:*  
Texas Comptroller of Public Accounts  
Attn: Broadband Development Office,  
P.O. Box 13528  
Austin, Texas 78711-3528

2. TARC:

Texas Association of Regional Councils

Attn: Executive Director  
1210 San Antonio, Suite 201  
Austin, TX 78701

Either Party may change its address for notice by written notice to the other Party as herein provided. CPA and TARC each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract for routine communications between the Parties. The liaison(s) shall be identified in writing following the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective Parties in writing.

### **XVI. Merger; Order of Precedence**

This Contract, together with Attachments A, B, C, D, and E which are incorporated herein by this reference, contains the entire Contract between the Parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Contract shall be of no force or effect unless contained in a subsequent writing, signed by both Parties. This Contract shall not be construed against the Party that has prepared the Contract, but instead shall be construed as if all Parties prepared this Contract.

In case of conflicts between this Contract and any of the Attachments, the following shall control in this order of priority:

1. This Contract; including subsequent amendments thereto
2. Attachment A – Program Plan
3. Attachment B – Budget
4. Attachment C – Personnel Eligibility List (PEL)
5. Attachment D – Level of Effort Certification
6. Attachment E – Confidential Treatment of Information Acknowledgement (CTIA)

### **XVII. Certifications**

The undersigned Parties do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies, (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder, and (4) this Contract neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its appropriated funds.

CPA further certifies that it has the authority to enter into this Contract by virtue of the authority granted in Chapters 403, 490I, 791 and 2101, Texas Government Code.

TARC certifies that it has the authority to enter into this Contract by virtue of the authority granted in Texas Government Code, Chapter 791 and Texas Local Government Code, Chapter 391, as well as through the authorization of TARC's Board of Directors.

### **XVIII. Signatories**

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed by their undersigned, duly authorized representatives. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one Contract between the Parties.

**Texas Comptroller of Public Accounts**

DocuSigned by:  
BY Lisa Craven  
E450165D764443C...

Lisa Craven  
Deputy Comptroller

DATE 7/14/2025 | 9:48 AM CDT

**Texas Association of Regional Councils**

BY Ginny Lewis Ford

Ginny Lewis Ford  
Texas Association of Regional Councils

DATE 7/11/25

**AMENDMENT NO. 1  
TO  
INTERLOCAL COOPERATION CONTRACT  
FOR  
BROADBAND INFRASTRUCTURE IMPROVEMENTS  
BETWEEN  
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
AND  
TEXAS ASSOCIATION OF REGIONAL COUNCILS**

This Amendment No. 1 to Interlocal Cooperation Contract (“Contract”) for Broadband Infrastructure Improvements is entered into by and between the Texas Association of Regional Councils (“TARC”) and the Texas Comptroller of Public Accounts (“CPA” or “Receiving Agency”) and the pursuant to the authority granted and in compliance with the provisions of Texas Government Code, Chapters 403, 490I 791, Texas Local Government Code, Chapter 391, and with the authorization of TARC’s Board of Directors.

**I. Recitals**

**WHEREAS**, the 88th Texas Legislature passed House Bill 9 (H.B. 9) to establish the Broadband Infrastructure Fund (“BIF”);

**WHEREAS**, BIF funds may be used for purposes described in Texas Government Code, Chapter 490I;

**WHEREAS**, CPA, by and through the Broadband Development Office (“BDO”), has the powers necessary to disperse such BIF funds pursuant to Texas Government Code, Chapter 490I, including the power to enter into contracts and other necessary instruments;

**WHEREAS**, the Broadband Development Office (“BDO”) desired to launch a statewide initiative to strengthen local capacity in expanding internet access, improving technology adoption, and enhancing digital skills (“Program”);

**WHEREAS**, on July 14, 2025, CPA and TARC entered into an Interlocal Cooperation Contract for TARC to administer the Program and disburse funds to eligible Councils of Government (“COGs”) to support the Program by providing necessary staffing to implement local digital opportunity plans;

**WHEREAS**, the Contract will expire on July 14, 2028; and

**WHEREAS**, CPA and TARC desire to amend the Contract to extend the project timeline, and Contract expiration date, to accurately reflect the full operational period, including the performance period of the COGs.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereby agree as follows:

**II. Terms and Conditions**

A. Section IV. (A) of the Contract, Term, is deleted in its entirety and replaced with:

“The Contract shall commence on the Effective Date and will expire on January 31, 2029 (“Term”).”

- B. Unless otherwise stated in this Amendment, all terms and conditions of the Contract shall be in full force and effect.
- C. If there is a conflict between the Contract and this Amendment No. 1, then the following shall control in this order of priority: (1) Amendment No. 1 and (2) the Contract.
- D. This Amendment shall become effective on the date signed by CPA, after having first been signed by TARC.

**III. Signatories**

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below. This Amendment may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

**TEXAS COMPTROLLER  
OF PUBLIC ACCOUNTS**

**TEXAS ASSOCIATION OF REGIONAL  
COUNCILS**

DocuSigned by:  
 By: Lisa Craven  
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By: 

Lisa Craven

John Austin Stokes

Deputy Comptroller

Executive Director

Date: 3/19/2026 | 9:21 AM CDT

Date: 3/18/26



**TO:** TCOG Governing Board  
**FROM:** Eric Bridges, Executive Director  
**DATE:** April 16, 2026  
**RE:** Annual Review of Investment Policy

**RECOMMENDATION**

Review TCOG’s Investment Policy and provide direction to staff regarding desired changes.

**BACKGROUND**

The provisions of TCOG’s Investment Policy and the Public Funds Investment Act, require that the Governing Board annually review the investment policy.

**DISCUSSION**

TCOG’s Investment Policy designates TCOG’s Executive Director as the Investment Officer and permits investment in five (5) categories of investment options with a maximum maturity of one (1) year. There are no proposed changes to the Investment Policy. The policy requires that the Governing Board provide annual review. A copy of the policy is attached.

**BUDGET**

No budgetary impact.

## Section 20. Investment Policy

### 20.1. CONTROLS

The purpose of this procedure is to establish the activities to be followed in investing Council funds and to designate the Council's Finance Director - and in the absence of the Finance Director, the Executive Director - as the Investment Officer.

### 20.2. POLICY

It is the policy of the Council that, where permitted by Local, State or Federal law, the Council will place cash assets into income-generating investments that meet the criteria established by this Policy and that such investments will emphasize safety of principal, liquidity, and yield. This Policy is established in compliance with all governing legislation and other legal requirements of the Public Funds Investment Act (Government Code, Chapter 2256) and applies to the Council's Unrestricted Local Funds unless expressly prohibited by law or unless it is in contravention of any depository contract between the Council and any Depository Bank and excluding employees' retirement funds.

### 20.3 FUNDS

Except for cash in certain restricted and special funds, the Council may consolidate cash and reserve balances from unrestricted funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

#### General Objectives

The primary objectives of investment activities shall be safety, liquidity, and return:

Safety: Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same day liquidity for short-term funds.

Return: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

#### Internal Controls

The Investment Officer shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed annually with the independent auditor. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Council.

To safeguard public funds and ensure the integrity of the investment process, the following internal controls shall be established and maintained:

- Separation of Duties: Investment functions will be segregated among staff members so that no single person has sole authority over the entire investment.
- Authorization and Approval Controls: All investment transactions must be authorized by the Investment Officer and approved by a second designated official to prevent unauthorized investments.
- Competitive Bidding: When applicable, investment purchases and sales will be made on the basis of competitive offers to ensure fair market pricing.
- Compliance Monitoring: The Investment Officer will routinely monitor and ensure that all investments are in compliance with the PFIA, this policy, and associated procedures.
- Account Verification: The investment account balance will be verified by the Investment Officer against the trial balance on monthly basis.
- Review of Controls: An independent review (either internal or by the entity's auditor) of the system of internal controls will be conducted at least annually to verify compliance and assess risk.
- Documentation and Record Retention: All investment transactions shall be documented and retained in accordance with records retention schedules.

#### Suitable and Authorized Investments

Consistent with the GFOA Policy Statement on State and Local Laws Concerning Investment Practices and other binding documents, the following investments will be permitted by this policy:

- a. U.S. Treasury obligations which carry the full faith and credit guarantee of the United States government;
- b. U.S. government agency and instrumentality obligations that have a liquid market with a readily determinable market value;
- c. Canadian government obligations (payable in base currency);
- d. Certificates of deposit and other evidences of deposit at financial institutions;
- e. Banker's acceptances;
- f. Commercial paper, rated in the highest tier by a nationally recognized rating agency;
- g. Obligations of state, provincial and local governments and public authorities rated A or better;
- h. Repurchase agreements whose underlying purchased securities consist of the aforementioned instruments;
- i. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities; and
- j. Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation;
- k. Other investment types or asset classes as approved by the Council's Governing Board.

#### Investment Constraints

Based on liquidity needs, the overall portfolio shall be invested in overnight instruments or in marketable securities which can be converted to cash within one day.

## 20.4. PROCEDURES

The following activities pertain to the investment of the Council's funds.

Performed by Investment Officer

- 1) The Investment Officer may invest the Council's Local Funds in the following types of income-generating instruments:
  - a) Interest Bearing Checking Accounts at the Council's designated Depository Bank.
  - b) Certificates of Deposit issued by a State or National bank domiciled in Texas.
  - c) TexPool.
  - d) Treasury bills
  - e) Such other investments as the Governing Board may from time to time specifically authorize.

- 2) The Investment Officer may invest the Council's local funds in investments with a maximum maturity of one (1) year.
- 3) The Investment Officer may solicit bids for certificates of deposit:
  - a) Orally
  - b) In writing
  - c) Electronically
  - d) Any combination of methods a. through c.
- 4) The Investment Officer is hereby granted the authority to deposit, withdraw, invest, transfer and manage the Council's funds in a manner consistent with this Policy. The Investment Officer may use electronic means to transfer or invest all funds collected or controlled by the Council. In carrying out this authority, the Investment Officer shall make all investments with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.
- 5) The Investment Officer shall cause the independent accounting firm engaged to perform the Council's Comprehensive Annual Financial Report (Audit) to perform a compliance Audit of management controls on investments and adherence to this Policy. This information will be included in the Council's Comprehensive Annual Financial Report.
- 6) The Investment Officer shall attend at least one training session relating to responsibilities under this Procedure within twelve (12) months after taking office or assuming duties. The Investment Officer shall attend at least one training session relating to responsibilities under this Procedure at intervals prescribed by the Public Funds Investment Act.
- 7) The Investment Officer's priorities will be:
  - a) Preservation and safety of principal,
  - b) Liquidity,
  - c) Yield.
- 8) The Investment Officer's investment strategy will be to maximize investment earnings while taking into consideration the timing and amount of local cash match required by various grant programs and other specific uses of local cash that the Governing Board may authorize from time to time.
- 9) The Investment Officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last quarter. This management summary will be prepared in a manner which will allow TCOG to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to Governing Board and may include the following:
  - a. Listing of individual securities held at the end of the reporting period including type, acquisition cost, book cost, and market value.
  - b. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
  - c. Average weighted return on investments as compared to applicable benchmarks.
  - d. Percentage of the total portfolio which each type of investment represents.
  - e. A statement that the investment portfolio is in compliance with the investment policy and is meeting the investment policy objectives
- 10) Each report will be signed by the Investment Officer
- 11) The Investment Officer shall also disclose any and all personal business and certain family relationships that may exist with any banking /broker institution seeking to sell investments to TCOG.

TO: TCOG Governing Board  
FROM: Mindi Jones, Grants Manager *MJ*  
DATE: April 16, 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 - 16.7%**  
 10 - Finance and Administration  
 10000 - Indirect Pool  
 02/01/2026 - 02/28/2026

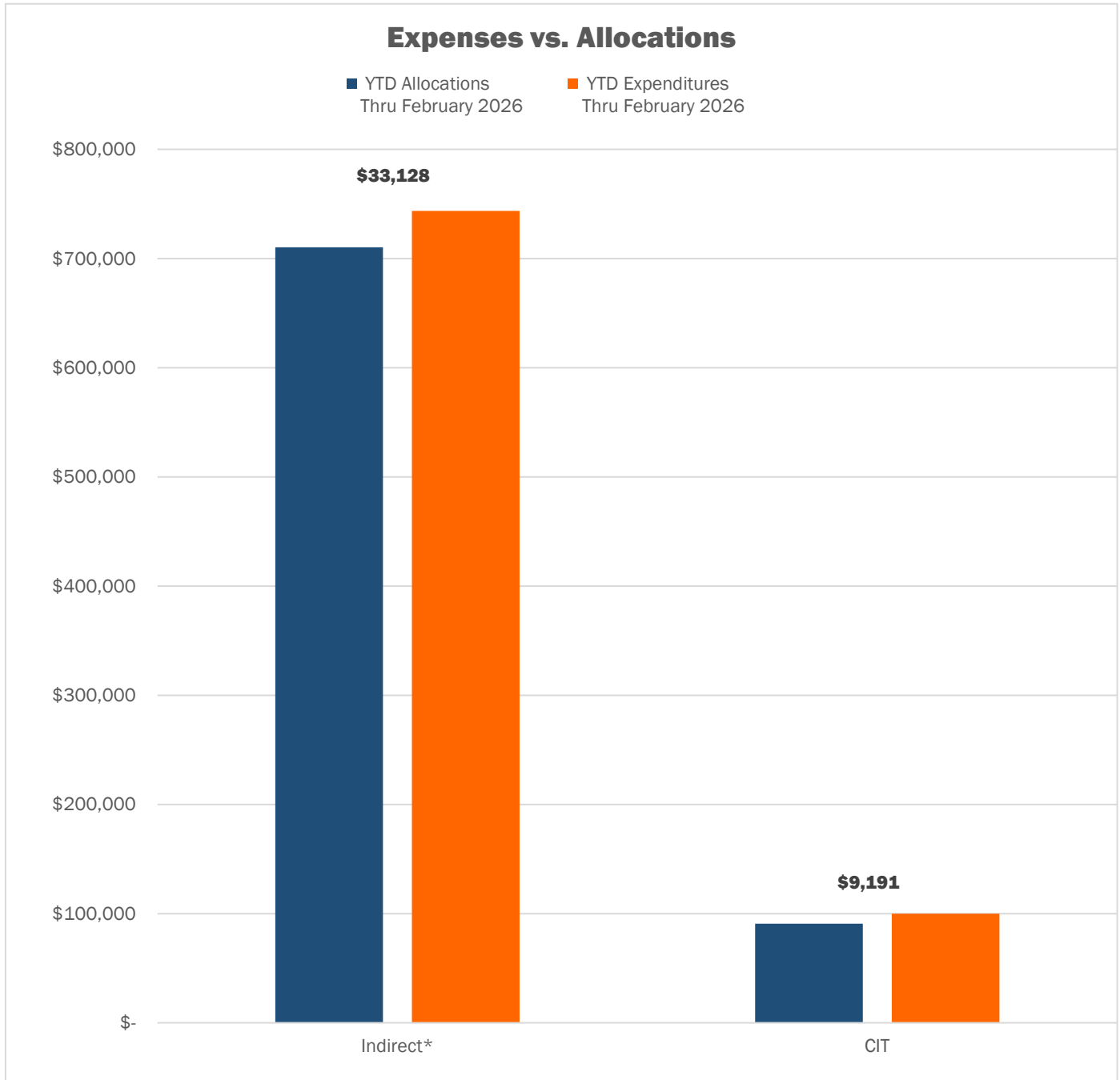
	Current Month			% of Budget	
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
<b>INDIRECT SALARY</b>					
Salaries	\$ 428,977.10	\$ 31,223.10	\$ 327,842.55	\$ 101,134.55	23.58%
FICA/Medicare	\$ 32,816.75	\$ 2,375.00	\$ 24,941.01	\$ 7,875.74	24.00%
Unemployment Insurance	\$ 276.23	\$ 55.41	\$ 252.00	\$ 24.23	8.77%
Workers Compensation	\$ 1,669.96	\$ 128.02	\$ 1,344.21	\$ 325.75	19.51%
Insurance Health HDHP	\$ 17,701.08	\$ 1,623.08	\$ 16,561.26	\$ 1,139.82	6.44%
Insurance Health Copay Medical	\$ 399.83	\$ -	\$ -	\$ 399.83	100.00%
Insurance Health HMO Medical	\$ 8,914.68	\$ 685.74	\$ 7,200.27	\$ 1,714.41	19.23%
Dental	\$ 1,631.60	\$ 114.48	\$ 1,202.04	\$ 429.56	26.33%
Health Savings Account	\$ 7,265.97	\$ 468.76	\$ 4,921.98	\$ 2,343.99	32.26%
Health Reimbursement Account	\$ 161.54	\$ -	\$ -	\$ 161.54	100.00%
Health Reimbursement HMO Accou	\$ 1,555.32	\$ 119.64	\$ 1,256.22	\$ 299.10	19.23%
Limited FSA	\$ 500.04	\$ 17.76	\$ 186.48	\$ 313.56	62.71%
Life Insurance	\$ 316.22	\$ 24.00	\$ 252.00	\$ 64.22	20.31%
Fraud Hotline	\$ 60.73	\$ -	\$ 56.40	\$ 4.33	7.13%
Retirement	\$ 30,028.20	\$ 2,175.92	\$ (10,150.03)	\$ 40,178.23	133.80%
FSA Admin Fee	\$ 85.80	\$ 11.54	\$ 121.17	\$ (35.37)	(41.22)%
HSA Admin Fee	\$ 130.20	\$ 8.40	\$ 88.20	\$ 42.00	32.26%
HRA Admin Fee	\$ 48.00	\$ 3.70	\$ 38.85	\$ 9.15	19.06%
COBRA Admin Fee	\$ 39.80	\$ 3.84	\$ 40.32	\$ (0.52)	(1.31)%
HRA No Med Admin Fee	\$ 1.85	\$ -	\$ -	\$ 1.85	100.00%
<b>Total INDIRECT SALARY</b>	<b>\$ 532,580.90</b>	<b>\$ 39,038.39</b>	<b>\$ 376,154.93</b>	<b>\$ 156,425.97</b>	<b>29.37%</b>
<b>CONTRACTED SERVICES</b>					
Janitorial	\$ 15,836.00	\$ 1,319.65	\$ 13,196.50	\$ 2,639.50	16.67%
Lawn Service	\$ 3,466.00	\$ 288.98	\$ 2,889.80	\$ 576.20	16.62%
Pest Control	\$ 1,689.00	\$ -	\$ 1,435.00	\$ 254.00	15.04%
<b>Total CONTRACTED SERVICES</b>	<b>\$ 20,991.00</b>	<b>\$ 1,608.63</b>	<b>\$ 17,521.30</b>	<b>\$ 3,469.70</b>	<b>16.53%</b>
<b>PROFESSIONAL SERVICES</b>					
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	\$ -	\$ 2,825.00	\$ 2,175.00	43.50%
<b>Total PROFESSIONAL SERVICES</b>	<b>\$ 80,500.00</b>	<b>\$ -</b>	<b>\$ 78,882.95</b>	<b>\$ 1,617.05</b>	<b>2.01%</b>
<b>UTILITIES</b>					
Electric	\$ 43,500.00	\$ 3,959.38	\$ 41,779.57	\$ 1,720.43	3.96%
Natural Gas	\$ 24,000.00	\$ 3,308.22	\$ 17,189.17	\$ 6,810.83	28.38%
Sanitation	\$ 1,720.00	\$ 139.40	\$ 1,394.00	\$ 326.00	18.95%
Water	\$ 3,400.00	\$ 262.20	\$ 2,961.92	\$ 438.08	12.88%
<b>Total UTILITIES</b>	<b>\$ 72,620.00</b>	<b>\$ 7,669.20</b>	<b>\$ 63,324.66</b>	<b>\$ 9,295.34</b>	<b>12.80%</b>
<b>OTHER</b>					
Advertising	\$ 1,000.00	\$ -	\$ 137.89	\$ 862.11	86.21%
Bank Fee	\$ -	\$ 346.15	\$ 3,278.85	\$ (3,278.85)	0.00%
Copier Expense	\$ 2,500.00	\$ 104.80	\$ 1,560.15	\$ 939.85	37.59%
Depreciation	\$ 119,840.00	\$ 9,986.67	\$ 99,866.67	\$ 19,973.33	16.67%
Dues/Subscriptions	\$ 12,300.00	\$ 511.64	\$ 11,983.18	\$ 316.82	2.58%
Equipment Lease	\$ 1,764.00	\$ -	\$ 1,233.16	\$ 530.84	30.09%
Insurance	\$ 14,000.00	\$ -	\$ 15,326.93	\$ (1,326.93)	(9.48)%
Postage	\$ 500.00	\$ 11.95	\$ 557.00	\$ (57.00)	(11.40)%

	Current Month			Budget Balance	% of Budget Remaining
	Budget	Actual	Year-to-Date		
Shredding	\$ -	\$ -	\$ 984.50	\$ (984.50)	0.00%
Office Supplies	\$ 13,000.00	\$ 223.52	\$ 3,272.44	\$ 9,727.56	74.83%
Janitorial Supplies	\$ -	\$ 630.76	\$ 4,135.27	\$ (4,135.27)	0.00%
Telephone	\$ 2,320.00	\$ 190.77	\$ 1,907.29	\$ 412.71	17.79%
Travel	\$ 4,700.00	\$ 970.52	\$ 3,293.41	\$ 1,406.59	29.93%
Building Maintenance	\$ 32,800.00	\$ 12,568.96	\$ 34,595.30	\$ (1,795.30)	(5.47)%
Elevator Maintenance	\$ 7,100.00	\$ 664.39	\$ 6,422.47	\$ 677.53	9.54%
HVAC Interest	\$ 11,396.00	\$ 2,991.25	\$ 12,301.88	\$ (905.88)	(7.95)%
ED Travel	\$ 8,400.00	\$ 646.16	\$ 6,784.68	\$ 1,615.32	19.23%
<b>Total OTHER</b>	<b>\$ 231,620.00</b>	<b>\$ 29,847.54</b>	<b>\$ 207,641.07</b>	<b>\$ 23,978.93</b>	<b>10.35%</b>
<b>Total INDIRECT</b>	<b>\$ 938,311.90</b>	<b>\$ 78,163.76</b>	<b>\$ 743,524.91</b>	<b>\$ 194,786.99</b>	<b>20.76%</b>
<b>YTD Budget</b>			<b>\$ 781,926.58</b>		
<b>REIMBURSEMENT</b>					
Allocation Indirect Expense	\$ 938,311.90	\$ 61,969.24	\$ 710,396.74	\$ 227,915.16	24.29%
<b>Total REIMBURSEMENT</b>	<b>\$ 938,311.90</b>	<b>\$ 61,969.24</b>	<b>\$ 710,396.74</b>	<b>\$ 227,915.16</b>	<b>24.29%</b>
<b>YTD Budget</b>			<b>\$ 781,926.58</b>		
<b>CENTRAL IT</b>					
IT-Voice & Data Service	\$ 9,840.00	\$ 819.18	\$ 8,104.37	\$ 1,735.63	17.64%
IT-Hardware	\$ 3,000.00	\$ -	\$ 2,489.61	\$ 510.39	17.01%
Network Professional Services	\$ 83,737.00	\$ 7,244.00	\$ 71,737.51	\$ 11,999.49	14.33%
Software-Licensing-Maint	\$ 22,187.00	\$ 293.82	\$ 17,563.08	\$ 4,623.92	20.84%
<b>Total EXPENSES</b>	<b>\$ 118,764.00</b>	<b>\$ 8,357.00</b>	<b>\$ 99,894.57</b>	<b>\$ 18,869.43</b>	<b>15.89%</b>
<b>YTD Budget</b>			<b>\$ 98,970.00</b>		
<b>REIMBURSEMENT</b>					
Allocation CIT Expense	\$ 118,764.00	\$ 9,794.08	\$ 90,703.87	\$ 28,060.13	23.63%
<b>Total REIMBURSEMENT</b>	<b>\$ 118,764.00</b>	<b>\$ 9,794.08</b>	<b>\$ 90,703.87</b>	<b>\$ 28,060.13</b>	<b>23.63%</b>
<b>YTD Budget</b>			<b>\$ 98,970.00</b>		



### FYE 2026 YTD Indirect and CIT Budgets

	FY 2026 Approved Budget	YTD Allocations Thru February 2026	YTD Expenditures Thru February 2026	Budget Balance	% of Budget Remaining	Under/(Over)
Indirect*	\$ 938,312	\$ 710,397	\$ 743,525	\$ 194,787	20.76%	\$ 33,128
CIT	118,764	90,704	99,895	18,869	15.89%	9,191
<b>Total</b>	<b>\$ 1,057,076</b>	<b>\$ 801,101</b>	<b>\$ 843,419</b>	<b>\$ 213,656</b>	<b>20.21%</b>	<b>\$ 42,319</b>



\*Includes Year-to-Date Depreciation Expense Estimate

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

	Prior Year 2/28/2025	Prior Month 2/28/2026	Year-to-Date Change (\$)	Change (%)	Current Month Not Reconciled (3/31/2026)	Notes
<b>ASSETS</b>						
<b>Current Assets</b>						
Cash in Bank General	565,224.00	828,529.00	263,305.00	46.58%	618,525.00	
Cash in Bank TCEQ	809.00	30.00	(779.00)	-96.29%	30.00	SPENT ALL FUNDS ON HHW
Cash in Bank Local	2,044.00	5,240.00	3,196.00	156.36%	1,500.00	DUES STARTED COMING IN
Cash in Bank 911	714,161.00	662,688.00	(51,473.00)	-7.21%	605,809.00	
Cash in Bank FSS	177,632.00	203,003.00	25,371.00	14.28%	212,474.00	
Cash in Bank Section 8	1,062,924.00	1,848,424.00	785,500.00	73.90%	1,508,358.00	
Cash in Bank FSS Forfeiture	27,980.00	42,156.00	14,176.00	50.66%	42,156.00	
Texpool Investment Acct	295,352.00	354,600.00	59,248.00	20.06%	511,796.00	RECEIVED FROM LOCAL AND GEN TDHCA BILLING DOWN
Accounts Receivable	1,785,043.00	1,106,056.00	(678,987.00)	-38.04%	208,974.00	
Travel Advance	430.00	0.00	(430.00)	-100.00%	1,117.00	
Prepaid Items	220,249.00	101,920.00	(118,329.00)	-53.73%	102,520.00	911 PREPAID GOING DOWN EACH YR BY \$56,886
Due From	3,252,511.00	2,592,606.00	(659,905.00)	-20.29%	2,875,732.00	
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
<u>Total Current Assets</u>	<u>8,239,462.00</u>	<u>7,795,234.00</u>	<u>(444,228.00)</u>	<u>-5.39%</u>	<u>6,738,973.00</u>	
<b>Fixed Assets</b>						
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)	
<u>Total Fixed Assets</u>	<u>3,522,295.00</u>	<u>3,234,418.00</u>	<u>(287,877.00)</u>	<u>-8.17%</u>	<u>3,234,418.00</u>	
<b>Total ASSETS</b>	<u>11,761,757.00</u>	<u>11,029,652.00</u>	<u>(732,105.00)</u>	<u>-6.22%</u>	<u>9,973,391.00</u>	
<b>LIABILITIES</b>						
Accounts Payable	1,043,156.00	1,297,874.00	254,718.00	24.42%	337,904.00	
Payroll Liability	35,523.00	(28,231.00)	(63,754.00)	-179.47%	4,510.00	Timing of Health Ins invoices
FSS Escrow Liability	164,375.00	203,003.00	38,628.00	23.50%	212,474.00	
Due To	3,252,511.00	2,592,606.00	(659,905.00)	-20.29%	2,875,732.00	
Deferred Local Revenue	341,109.00	146,459.00	(194,650.00)	-57.06%	146,684.00	
Accrued Compensated Absences	119,796.00	126,091.00	6,295.00	5.25%	126,091.00	DEF INFLOW LEASES -\$134,309 - DEF REV DOWN BY \$56,884
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
<u>Total LIABILITIES</u>	<u>6,040,792.00</u>	<u>5,315,265.00</u>	<u>(725,527.00)</u>	<u>-12.01%</u>	<u>4,680,858.00</u>	
Fund Balance	<u>5,720,965.00</u>	<u>5,714,387.00</u>	<u>(6,578.00)</u>	<u>-0.11%</u>	<u>5,292,533.00</u>	
<b>Total Liabilities &amp; Fund Balance</b>	<u>11,761,757.00</u>	<u>11,029,652.00</u>	<u>(732,105.00)</u>	<u>-6.22%</u>	<u>9,973,391.00</u>	

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

	Prior Year Thru 2/28/2025	Current Year Thru 2/28/2026	Change (\$)	Change (%)	Current Year Not Reconciled (3/31/2026)	Notes
<b>OPERATION REVENUE</b>						
Grant Revenue	17,980,489.62	17,960,554.84	(19,934.78)	-0.11%	18,851,097.84	
Program Revenue <sup>1</sup>	1,162,196.72	1,180,458.51	18,261.79	1.57%	1,257,683.44	
Investment Income	<u>5,489.28</u>	<u>34,250.68</u>	<u>28,761.40</u>	<u>523.96%</u>	<u>34,250.68</u>	Moved \$ to Texpool
<b><u>Total OPERATING REVENUE</u></b>	<u>19,148,175.62</u>	<u>19,175,264.03</u>	<u>27,088.41</u>	<u>0.14%</u>	<u>20,143,031.96</u>	
Total Revenue	<u>19,148,175.62</u>	<u>19,175,264.03</u>	<u>27,088.41</u>	<u>0.14%</u>	<u>20,143,031.96</u>	
<b>EXPENDITURES</b>						
Personnel Expenses	2,986,119.60	2,970,098.88	(16,020.72)	-0.54%	3,249,267.43	
Program Expenses	348,957.00	495,480.92	146,523.92	41.99%	507,612.17	
Direct Services	13,414,180.56	13,445,314.04	31,133.48	0.23%	14,498,091.53	
Professional Fees	61,726.25	78,882.95	17,156.70	27.79%	78,882.95	
Interest Expense	21,223.58	15,889.80	(5,333.78)	-25.13%	15,889.80	Mort paid off
Occupancy	314,879.15	281,638.52	(33,240.63)	-10.56%	310,819.37	Mort paid off
Conferences, Conventions, & Meetings	144,976.35	116,166.20	(28,810.15)	-19.87%	118,807.04	
Printing & Publications	38,164.85	63,036.00	24,871.15	65.17%	63,036.00	
Dues & Subscriptions	20,537.98	32,425.63	11,887.65	57.88%	33,125.63	
Operations	73,967.98	137,468.94	63,500.96	85.85%	150,228.61	Software Licensing
Capital Equipment	<u>61,588.89</u>	<u>9,055.00</u>	<u>(52,533.89)</u>	<u>-85.30%</u>	<u>9,055.00</u>	Water Heater
<b><u>Total EXPENDITURES</u></b>	<u>17,486,322.19</u>	<u>17,645,456.88</u>	<u>159,134.69</u>	<u>0.91%</u>	<u>19,034,815.53</u>	
Net Revenue Over Expenditures	<u>1,661,853.43</u>	<u>1,529,807.15</u>	<u>(132,046.28)</u>	<u>-7.95%</u>	<u>1,108,216.43</u>	
Depreciation	<u>103,847.50</u>	<u>99,866.70</u>	<u>(3,980.80)</u>	<u>-3.83%</u>	<u>109,853.37</u>	
	<u>1,558,005.93</u>	<u>1,429,940.45</u>	<u>(128,065.48)</u>	<u>-4.11%</u>	<u>998,363.06</u>	

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

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

100 - General

From 2/1/2026 Through 2/28/2026

	Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original	
<b>REVENUE</b>					
4020	Local Revenue	319,088.00	40,382.27	256,794.19	(62,293.81)
4040	Interest Income	0.00	1,002.52	11,208.65	11,208.65
	<b>Total REVENUE</b>	<b>319,088.00</b>	<b>41,384.79</b>	<b>268,002.84</b>	<b>(51,085.16)</b>
<b>REIMBURSEMENT</b>					
9050	Copy Center Reimbursement	14,500.00	1,479.10	12,345.60	(2,154.40)
	<b>Total REIMBURSEMENT</b>	<b>14,500.00</b>	<b>1,479.10</b>	<b>12,345.60</b>	<b>(2,154.40)</b>
	<b>TOTAL REVENUE</b>	<b>333,588.00</b>	<b>42,863.89</b>	<b>280,348.44</b>	<b>(53,239.56)</b>
<b>INDIRECT SALARY</b>					
5000	Salaries	51,950.34	3,996.16	46,662.83	5,287.51
5010	Salary Longevity	0.00	0.00	49.24	(49.24)
5090	FICA/Medicare	3,974.20	305.70	3,566.46	407.74
5100	Unemployment Insurance	63.00	27.98	72.15	(9.15)
5110	Workers Compensation	211.15	16.38	191.48	19.67
5115	Insurance Health	7,422.96	571.00	6,207.40	1,215.56
5116	Insurance Health CoPay Medical	0.00	0.00	456.59	(456.59)
5120	Dental	372.12	28.62	331.03	41.09
5200	Insurance Health Savings Account	3,047.04	234.38	2,547.98	499.06
5201	Insurance Health Reimbursement Account	129.20	0.00	44.31	84.89
5210	Insurance Life	72.00	6.00	69.39	2.61
5231	Fraud Hotline	13.85	0.00	16.78	(2.93)
5240	Retirement	3,636.52	279.74	3,266.48	370.04
5910	Indirect G&A	21,868.41	1,689.48	19,616.42	2,251.99
5943	HSA Admin	54.60	4.20	45.66	8.94
5944	HRA Admin	0.00	0.00	2.60	(2.60)
5945	Cobra Admin	11.76	0.96	11.09	0.67
5946	HRA NO MED ADMIN FEE	1.85	0.00	0.00	1.85
	<b>Total INDIRECT SALARY</b>	<b>92,829.00</b>	<b>7,160.60</b>	<b>83,157.89</b>	<b>9,671.11</b>

**CONTRACTED SERVICES**

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

100 - General  
From 2/1/2026 Through 2/28/2026

		Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
6130	Contracted Services	4,610.00	353.12	3,846.20	763.80
	Total CONTRACTED SERVICES	<u>4,610.00</u>	<u>353.12</u>	<u>3,846.20</u>	<u>763.80</u>
	UTILITIES				
6625	Utilities	16,150.00	1,683.47	13,900.40	2,249.60
	Total UTILITIES	<u>16,150.00</u>	<u>1,683.47</u>	<u>13,900.40</u>	<u>2,249.60</u>
	OTHER				
6083	Cash Match	43,333.00	0.00	43,333.00	0.00
6135	Copier Expense	18,000.00	1,537.03	15,736.35	2,263.65
6153	Depreciation	26,306.00	0.00	0.00	26,306.00
6160	Dues/Subscriptions	100.00	0.00	0.00	100.00
6201	Equipment/Lease	396.00	0.00	270.67	125.33
6307	Insurance	3,000.00	2,500.00	5,683.96	(2,683.96)
6314	IT Direct Bill	7,000.83	395.50	4,309.90	2,690.93
6325	Maintenance	8,700.00	2,904.88	9,258.72	(558.72)
6420	Postage	0.00	0.00	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	104.16	1,026.28	1,723.72
6540	Software-Licensing-Ma...	11,000.00	0.00	11,371.09	(371.09)
6570	Supplies	6,000.00	(1,477.04)	987.37	5,012.63
6572	SUPPLIES - JANITORIAL	0.00	0.00	769.23	(769.23)
6590	Telephone-Internet	840.00	69.61	697.15	142.85
6595	Training	3,500.00	1,099.00	1,099.00	2,401.00
6614	Travel	4,878.39	1,163.81	1,278.26	3,600.13
7000	Equipment	0.00	0.00	9,055.00	(9,055.00)
8500	Interest Expense	3,391.00	656.61	3,587.92	(196.92)
8510	Principle Payments	112,419.00	13,808.84	112,309.16	109.84
	Total OTHER	<u>267,114.22</u>	<u>22,762.40</u>	<u>241,953.37</u>	<u>25,160.85</u>
	TOTAL EXPENSES	<u>380,703.22</u>	<u>31,959.59</u>	<u>342,857.86</u>	<u>37,845.36</u>
	NET INCOME/LOSS	<u>(47,115.22)</u>	<u>10,904.30</u>	<u>(62,509.42)</u>	<u>(15,394.20)</u>

STATUS AS OF: FEBRUARY 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	\$ 10,108,265				\$ 10,108,265	1/1/2026	12/31/2026	12	2	\$ 1,684,711	16.67%	\$ 1,680,119	16.62%	\$ 8,428,146.62	-0.05%	ON TRACK
93.791	ADRC	\$ 43,231	\$ 91,898			\$ 135,129	9/1/2025	8/31/2026	12	6	\$ 67,565	50.00%	\$ 63,650	47.10%	\$ 71,478.68	-2.90%	ON TRACK BASED ON ACTIVITIES
MULT.	211 TIRN	\$ 212,521	\$ 212,778			\$ 425,299	9/1/2025	8/31/2026	12	6	\$ 212,650	50.00%	\$ 191,199	44.96%	\$ 234,100.27	-5.04%	ON TRACK.
93.568	CEAP	\$ 6,233,781				\$ 6,233,781	1/1/2025	3/31/2026	15	14	\$ 5,818,196	93.33%	\$ 6,178,011	99.11%	\$ 55,769.88	5.77%	ON TRACK BASED ON ACTIVITIES
93.568	CEAP SUPPLEMENTAL	\$ 236,190				\$ 236,190	1/1/2025	3/31/2026	15	14	\$ 220,444	93.33%	\$ 190,014	80.45%	\$ 46,176.00	-12.88%	FUNDS WILL BE ALL EXPENDED BY END OF MARCH
93.568	CEAP	\$ 5,490,942				\$ 5,490,942	1/1/2026	12/31/2026	12	2	\$ 915,157	16.67%	\$ 114,377	2.08%	\$ 5,376,564.60	-14.58%	ON TRACK. CEAP 2025 FUNDS ARE STILL BEING USED
93.568	CEAP SUPPLEMENTAL	\$ 340,223				\$ 340,223	1/1/2026	12/31/2026	12	2	\$ 56,704	16.67%	\$ -	0.00%	\$ 340,223.00	-16.67%	ALL OTHER CEAP FUNDS MUST BE SPENT BEFORE USING THIS FUNDS
93.569	CSBG 2025	\$ 242,515				\$ 242,515	1/1/2025	3/31/2026	15	14	\$ 226,347	93.33%	\$ 240,276	99.08%	\$ 2,239.07	5.74%	ON TRACK BASED ON ACTIVITIES
93.569	CSBG 2026	\$ 242,515				\$ 242,515	1/1/2026	12/31/2026	12	2	\$ 40,419	16.67%	\$ 16,129	6.65%	\$ 226,385.86	-10.02%	ON TRACK. BASED ON ACTIVITIES
93.568	LIHEAP 2026	\$ 966,919				\$ 966,919	1/1/2026	12/31/2026	12	2	\$ 161,153	16.67%	\$ 104,280	10.78%	\$ 862,638.64	-5.88%	ON TRACK
81.042	DOE	\$ 537,170				\$ 537,170	7/1/2025	6/30/2026	12	8	\$ 358,113	66.67%	\$ 153,892	28.65%	\$ 383,278.40	-38.02%	ON TRACK BASED ON ACTIVITIES
81.042	DOE BIL	\$ 1,558,047				\$ 1,558,047	7/1/2023	6/30/2027	48	32	\$ 1,038,698	66.67%	\$ 514,808	33.04%	\$ 1,043,239.34	-33.62%	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	20	\$ 380,493	83.33%	\$ 347,767	76.17%	\$ 108,824.80	-7.17%	ON TRACK
94.002	RSVP	\$ 125,000			\$ -	\$ 125,000	5/29/2025	4/30/2026	12	9	\$ 93,750	75.00%	\$ 92,418	73.93%	\$ 32,582.27	-1.07%	ON TRACK BASED ON ACTIVITIES.
N/A	FGP STATE		\$ 5,316			\$ 5,316	9/1/2025	8/31/2026	12	6	\$ 2,658	50.00%	\$ 2,667	50.16%	\$ 2,649.62	0.16%	ON TRACK DUE TO ACTIVITIES
N/A	RSVP STATE		\$ 24,937		\$ 16,500	\$ 41,437	9/1/2025	8/31/2026	12	6	\$ 20,719	50.00%	\$ -	0.00%	\$ 41,437.47	-50.00%	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	26	\$ 101,111	72.22%	\$ 64,827	46.30%	\$ 75,173.23	-25.92%	ON TRACK BASE ON ACTIVITIES
11.303	EDA PW	\$ 200,000		\$ 10,000	\$ 200,000	\$ 410,000	3/1/2023	2/28/2026	36	36	\$ 410,000	100.00%	\$ 380,461	92.80%	\$ 29,538.52	-7.20%	ON TRACK BASED ON ACTIVITIES
N/A	MSW		\$ 115,000			\$ 115,000	9/1/2025	8/31/2026	12	6	\$ 57,500	50.00%	\$ 30,304	26.35%	\$ 84,696.20	-23.65%	ON TRACK, CARRIES FORWARD
N/A	TXCDBG		\$ 15,907			\$ 15,907	9/1/2025	8/31/2026	12	6	\$ 7,953	50.00%	\$ 5,501	34.58%	\$ 10,405.97	-15.42%	ON TRACK CARRIES FORWARD
N/A	CJD		\$ 71,427	\$ 10,382		\$ 81,809	9/1/2025	8/31/2026	12	6	\$ 40,905	50.00%	\$ 41,806	51.10%	\$ 40,003.45	1.10%	ON TRACK DUE TO ACTIVITIES
N/A	911-2026		\$ 1,756,654			\$ 1,756,654	9/1/2025	8/31/2026	12	6	\$ 878,327	50.00%	\$ 428,860	24.41%	\$ 1,327,793.80	-25.59%	ON TRACK DUE TO ACTIVITIES
N/A	HSGD IL		\$ 18,375	\$ 12,644		\$ 31,019	9/1/2025	8/31/2026	12	6	\$ 15,510	50.00%	\$ 12,759	41.13%	\$ 18,260.72	-8.87%	ON TRACK CARRIES FORWARD
MULT.	AAA	\$ 1,751,329	\$ 130,228	\$ 446,487	\$ 35,000	\$ 2,363,044	10/1/2025	9/30/2026	12	5	\$ 984,602	41.67%	\$ 805,809	34.10%	\$ 1,557,235.42	-7.57%	ON TRACK BASED ON ACTIVITIES
<b>Total</b>		<b>\$ 28,636,944</b>	<b>\$ 2,670,817</b>	<b>\$ 665,064</b>	<b>\$ 306,500</b>	<b>\$ 32,279,325</b>					<b>\$ 3,251,719</b>		<b>\$ 11,709,932</b>		<b>\$ 20,569,392</b>		



## Membership Fee Schedule

FYE 2026

Member Name <sup>1</sup>	FYE 2026 Member Dues	FYE 2026 Dues Paid	Date
<b>COOKE COUNTY</b>	<b>\$ 5,473.12</b>	<b>\$ 5,473.12</b>	<b>3/23/2026</b>
Callisburg	\$ 200.00		
Gainesville	\$ 4,604.50	\$ 4,604.50	3/11/2026
Lindsay	\$ 319.88	\$ 319.88	3/16/2026
Muenster	\$ 426.51	\$ 426.51	3/12/2026
Oak Ridge	\$ 200.00	\$ 200.00	3/11/2026
Road Runner	\$ 210.39		
Valley View	\$ 200.00		
<b>GRAYSON COUNTY</b>	<b>\$ 11,602.65</b>	<b>\$ 11,602.65</b>	<b>3/17/2026</b>
Bells	\$ 404.14	\$ 404.14	
Collinsville	\$ 528.72		
Denison	\$ 6,994.00	\$ 6,994.00	3/26/2026
Gunter	\$ 642.37	\$ 642.37	3/11/2027
Knollwood	\$ 224.70	\$ 224.70	3/19/2026
Pottsboro	\$ 730.53	\$ 730.53	3/10/2026
Sadler	\$ 200.00	\$ 200.00	3/18/2026
Sherman	\$ 12,541.50	\$ 12,541.50	3/19/2026
Southmayd	\$ 271.51	\$ 271.51	3/17/2026
Tioga	\$ 349.79	\$ 349.79	3/17/2026
Tom Bean	\$ 236.66	\$ 236.66	3/10/2026
Van Alstyne	\$ 1,856.36	\$ 1,856.36	3/19/2026
Whitesboro	\$ 1,106.07	\$ 1,106.07	3/12/2026
Whitewright	\$ 459.02	\$ 459.02	3/11/2026
Howe	\$ 902.95	\$ 902.95	3/11/2026
<b>FANNIN COUNTY</b>	<b>\$ 5,043.49</b>	<b>\$ 5,028.67</b>	<b>3/17/2026</b>
Bonham	\$ 2,771.54		
Dodd City	\$ 200.00	\$ 200.00	3/19/2026
Ector	\$ 200.00	\$ 200.00	3/11/2026
Honey Grove	\$ 450.96	\$ 450.96	3/10/2026
Ladonia	\$ 200.00	\$ 200.00	3/18/2026
Ravenna	\$ 200.00	\$ 200.00	3/10/2026
Trenton	\$ 211.17		
Windom	\$ 200.00	\$ 200.00	3/12/2026
Leonard	\$ 535.48	\$ 535.48	3/13/2026
Savoy	\$ 200.00	\$ 200.00	2/28/2026
<b>TOTAL</b>	<b>\$ 60,898.01</b>	<b>\$ 56,761.37</b>	<b>\$ (4,136.64)</b>

Member Name <sup>2</sup>	FYE 2026 Member Dues	FYE 2026 Dues Paid	Date
Bells ISD	\$ 256.95	\$ 256.95	3/11/2026
Bonham ISD	\$ 513.37		
Denison ISD	\$ 1,284.73		
Dodd City ISD	\$ 150.00		
Fannindel ISD	\$ 150.00		
Grayson College	\$ 1,029.85	\$ 1,029.85	3/24/2026
Honey Grove ISD	\$ 160.72	\$ 160.72	3/18/2026
NCTC	\$ 541.20	\$ 541.20	3/24/2026
Pottsboro ISD	\$ 374.76	\$ 374.76	3/10/2026
Sam Rayburn ISD	\$ 150.00	\$ 150.00	3/12/2026
Savoy ISD	\$ 150.00	\$ 150.00	3/19/2026
Sherman ISD	\$ 2,039.71		
<b>TOTAL</b>	<b>\$ 6,801.29</b>	<b>\$ 781.71</b>	<b>\$ (5,884.58)</b>
<b>GRAND TOTAL</b>	<b>\$ 67,699.30</b>	<b>\$ 59,424.85</b>	<b>(8,274.45)</b>

<sup>1</sup> County and City projections taken from "Total Populations of Counties and Places in Texas", Texas Demographic Center

<sup>2</sup> School district enrollments as defined by the Texas Education Agency  
<http://tea4avholly.tea.state.tx.us/TEA.AskTED.Web/Forms/ViewDirectory.aspx>