

- A. **Call to Order & Declaration of a Quorum**
- B. **Invocation and Pledges**
- C. **Welcome Guests**
- D. **Executive Director's Report**
  - 1. **Staff Presentation:** Presentation of TCOG staff responses to Governing Board request for input on policy revisions.
- E. **Approval of Minutes:** Approve Meeting Minutes for April 21, 2016 – page 3
- F. **Consent**

All items on Consent Agenda are considered to be routine by the Council of Governments and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing 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. **April 2016 Liabilities (AF):** Ratify liabilities paid in the amounts as listed.  
**Susan B. Thomas, PhD, Executive Director – page 6**
- G. **Action**
  - 1. Receive letter from Texoma Housing Partners Board of Commissioners Chairperson Betty Childress
  - 2. **Executive Session**

Announcement by the presiding officer that a closed meeting will take place as authorized by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Section 551.071, "Consultations with Attorney," for the Board to seek advice on legal matters.

    - a. Closed Meeting: Board shall convene into a closed executive session pursuant to Section 551.071 of the TEXAS GOVERNMENT CODE to seek legal advice from its attorney regarding pending litigation – *Stacee Sloan Caskey v. Keith Clegg* matter.
    - b. Reconvene into open meeting.
    - c. Discussion and decision on any action as a result of executive session.
  - 3. **Proposed TCOG By-Laws Amendments:** Take action on proposed TCOG By-Laws Amendments.  
**Commissioner Jeff Whitmire, TCOG By-Laws Subcommittee**
  - 4. **Proposed TCOG Personnel Policy Manual (PPM) Amendments:** Take action on proposed TCOG Personnel Policy Manual (PPM) Amendments.  
**Commissioner Jeff Whitmire, TCOG By-Laws Subcommittee**
  - 5. **Community Services Block Grant (CSBG) Contract (CS):** Approve contract with Texas Department of Housing and Community Affairs (TDHCA) for 2015 unobligated CSBG funds.  
**Judy Fullylove, Energy Services Program Manager – page 15**
  - 6. **Comprehensive Energy Assistance Program (CEAP) Contract (CS):** Ratify contract with Texas Department of Housing and Community Affairs (TDHCA) for CEAP funding.  
**Judy Fullylove, Energy Services Program Manager – page 33**
  - 7. **U.S. Department of Energy (DOE) Contract (CS):** Ratify the amended contract with DOE for the Weatherization Assistance Program (WAP) funding.  
**Judy Fullylove, Energy Services Program Manager – page 57**

8. **Office of the Governor (OOG), Homeland Security Grant Division (HSGD) Award Resolution (RS):** Approve the resolution in regard to the FY2016 Homeland Security Grant Application.  
**CJ Durbin-Higgins, Public Safety Program Manager – page 63**
9. **Office of the Governor’s Criminal Justice Division FY2017 Prioritized Projects (RS):** Authorize recommendations from the TCOG Criminal Justice Advisory Committee (CJAC) results from the scoring and ranking of applicants for the following funding categories for Funding Year (FY) 2017:
  - a. Criminal Justice Program
  - b. General Juvenile Justice & Delinquency Prevention Program Solicitation
  - c. General Victim Assistance Direct Service Program Solicitation
  - d. Violent Crimes against Women Criminal Justice & Training projects**CJ Durbin-Higgins, Public Safety Program Manager – page 66**
10. **2016-2017 TCOG Governing Board Officers:** Receive and approve the slate of officers presented by the Nominating Committee.  
**TCOG Governing Board Nominating Committee – page 128**
11. **Corrections to Approved Salaries (CS):** Authorize corrections to two (2) salaries in the 2017 budget.  
**Allison Minton, Client Services Department Director – page 129**
12. **Benefits Budget Line Item Adjustment (AF):** Adjust Air Ambulance line in FYE 2017 Benefits budget to \$3,465 to reflect increase in pricing and anticipated increase in headcount.  
**Susan B. Thomas, PhD, Executive Director – page 131**
13. **April 2016 Monthly Financial Oversight Report:** Receive Monthly Financial Oversight Report for date listed.  
**Lori Cannon, Accounting Consultant**
14. **Annual Review of Investment Policy:** Approve recommended changes to Procedure 95-01-1 Investment Policy in the Generalized Accounting Procedures Manual.  
**Lori Cannon, Accounting Consultant – page 134**
15. **FYE 2016 Budget Status Update (AF):** Accept recommendation, if any, regarding TCOG’s FYE 2016 Budget.  
**Lori Cannon, Accounting Consultant – page 138**

**H. President’s Report****I. Adjourn****APPROVAL**

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**Susan B. Thomas, PhD, Executive Director**

**Members Present:** Spanky Carter, Teresa Adams, Jim Atchison, Jason Brinkley, Frank Budra, Roy Floyd, Tammy Johnson, Willie Johnson, Cecil Jones, Karla Metzler

**Members Absent:** Keith Clegg, Gary Dale Lewis, Jr., Frances West

- A. Spanky Carter called the meeting to order and declared a quorum at 5:35 p.m.
- B. Cecil Jones provided the invocation followed by Jason Brinkley, who led the pledges.
- C. Welcome Guests & Staff: Kent Hoffmeister, Michael Hutchins, Janet Karam, Judy Conner, Virginia Rhodes, Deborah Adams, Rayleen Bingham, Delano Smith, Mary Browning-Alquist, Brianna Sundberg, Sophia Pedraza, Judy Fullylove, Rodrigo Muyshondt, Michael Hayes, Susan Ensley, Mindi Jones, Sean Norton, Sheila Vaughn, Judy Hunt, Michael Scmitz, Holly Booth, Mandy Krebs, Bill Lindsay.
- D. Executive Director's Report
1. Dr. Thomas provided an update on the elevator renovations – we're a little more than half-way done and should be done with the second very soon.
  2. Parking Lot project is in progress.
  3. Lori Cannon is not present at tonight's meeting due to her being out of country. The investment policy will be presented to Board for next month for any changes or recommendations.
- E. A motion was made by Roy Floyd to approve the meeting minutes for March 17, 2016. This motion was seconded by Cecil Jones. Motion carried.
- F. Consent
1. A motion was made by Jeff Whitmire to ratify liabilities paid in the amounts listed. This motion was seconded by Willie Johnson. Motion carried.
- Jeff Whitmire requested that the two Executive Sessions switch order.
- G. Executive Session
- At 5:45 P.M., Spanky Carter announced that a closed meeting will take place as authorized by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Section 551.071, "Consultations with Attorney," for the Board to seek advice on legal matters.
1. Closed Meeting: Board shall convene into a closed executive session pursuant to Section 551.071 of the TEXAS GOVERNMENT CODE to seek legal advice from its attorney regarding pending litigation – *Stacey Sloan Caskey v. Keith Clegg* matter.
  2. At 6:50 P.M., the board reconvened into open meeting.
  3. No action was taken.
- H. Executive Session
- At 6:50 p.m., Spanky Carter announced that a closed meeting will take place as authorized by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Section 551.074, "Personnel Matters."
1. Dr. Thomas objected to the Executive Session and requested the hearing be held in open session. Spanky Carter agreed.
  2. Sarah Somers had requested to add this item to the agenda in order to have a conversation with the board about any concerns related to questions about the budget workshop held last week and budget matters and the board's expectations of the Executive Director in relation to the budget. Spanky Carter agreed that these requests would fall under the scope of duties for the Executive Director and allowed to proceed.

3. Jeff Whitmire spent some time expressing concern that he felt the salary structure was presented in a deceptive manner. He stated that he wants Dr. Thomas to come to the board to request approval to give raises. Dr. Thomas explained how the salary structure is designed and presented and that salary changes are authorized under her scope as Executive Director so long as she remains within the constraints of the approved budget.
4. Jason Brinkley stated that he felt that further discussion on this matter may be more appropriate to discuss during the budget action item.
5. Sarah Somers asked if it would be possible to change policy so that when salary raises are given that they are taken to the board for authorization first. Dr. Thomas said that we can certainly do that if the board so desires.
6. Jeff Whitmire then questioned Dr. Thomas on an allegation regarding relationships with subordinates to which Dr. Thomas declined to respond; expressing that evaluations are to be performed by the Board President according to her employment contract. Spanky Carter reaffirmed this position in his interpretation of her contract details.
7. Frank Budra made a statement that there was a large leap in the direction of the discussion from budget concerns to personal issues. Jeff Whitmire objected to Frank Budra's statement.
8. Tammy Johnson also expressed her concern that the direction of conversation was highly inappropriate given the fact that Dr. Thomas' staff is in attendance and Spanky Carter stated that the conversation needs to align with the purpose of the executive session.
9. Dr. Thomas made a general statement to the board that anyone who has questions of her then they are welcome to stop by the office and have a conversation with her.
10. Cecil Jones stated that he felt that Dr. Thomas' subordinates could give better insight on performance related inquiries. He indicated that the board should get the opinions of the staff.

I. Action

1. Jeff Whitmire presented proposed TCOG By-Laws Amendments. A motion was made by Jim Atchison to enter into Executive Session per the advice of TCOG's legal counsel in order to continue the discussion on the ramifications of amending the by-laws while we're in litigation. This motion was seconded by Jason Brinkley. Motion carried unopposed.
  - a. At 7:30 p.m., Spanky Carter announced.
  - b. At 8:10 p.m., the board reconvened in open session.
  - c. A motion was made by Jason Brinkley to receive proposed TCOG By-Laws Amendments. This motion was seconded by Roy Floyd. Motion carried.
2. Jeff Whitmire presented proposed TCOG Personnel Policy Manual Amendments. A motion was made by Roy Floyd to table the discussion on proposed TCOG Personnel Policy Manual (PPM) Amendments. This motion was seconded by Cecil Jones. Motion did not have enough votes to carry. A second motion was made by Jeff Whitmire to approve the proposed TCOG Personnel Policy Manual Amendments. This motion was seconded by Jason Brinkley. At this time, Dr. Thomas remarked that changes to the Personnel Policy Manual have historically been submitted to staff for a 30-day review period and respectfully requested that staff be given the same opportunity this time. Kent Hoffmeister suggested tabling the item until the next meeting. Jeff Whitmire rescinded his motion. Jason Brinkley instead made a motion to table the proposed Personnel Policy Manual Amendments until the next meeting. Jeff Whitmire seconded the motion. The motion carried unopposed.
3. A motion was made by Cecil Jones to approve the Area Agency on Aging Area Plan for FYs 2017 through 2019 for submission to Texas Department of Aging and Disability Services. This motion was seconded by Jason Brinkley. Motion carried.
4. A motion was made by Frank Budra to authorize submission and, if awarded, the acceptance of the ACL Continuation Grant for the State Health Insurance Assistance Program (SHIP) for \$49,043. This motion was seconded by Karla Metzler. Motion carried.
5. A motion was made by Jason Brinkley to authorize submission and, if awarded, the acceptance of the Cooke County United Way Grant in the amount of \$65,000. This motion was seconded by Tammy Johnson. Motion carried.

6. A motion was made by Roy Floyd to authorize submission and, if awarded, the acceptance of the Glaser Family Charitable Foundation grant in the amount of \$37,443.27. This motion was seconded by Frank Budra. Motion carried.
  7. A motion was made by Karla Metzler to authorize submission and, if awarded, acceptance of the Corporation for National and Community Service (CNCS) Foster Grandparent Program (FGP) Continuation Grant for the Texoma Senior Corps Program in the amount of \$198,993. This motion was seconded by Cecil Jones. Motion carried.
  8. A motion as made by Cecil Jones to authorize submission and, if awarded, acceptance of the Corporation for National and Community Service (CNCS) Retired and Senior Corps Volunteer Program (RSVP) Renewal Grant for the Texoma Senior Corps program in the amount of \$57,479. This motion was seconded by Jim Atchison. Motion carried.
  9. A motion was made by Karla Metzler to ratify contract extensions and additional funds for the following contracts with Texas Department of Housing and Community Affairs (TDHCA): Community Services Block Grant (CSBG); Low-Income Home Energy Assistance Program (LIHEAP); and Comprehensive Energy Assistance Program (CEAP). This motion was seconded by Frank Budra. Motion carried.
  10. A motion was made by Jason Brinkley to proclaim the month of April as Fair Housing Month in the Texoma Region. This motion was seconded by Cecil Jones. Motion carried.
  11. A motion was made by Teresa Adams to authorize submission and, if awarded, the acceptance of the annual Section 8 Family Self-Sufficiency Coordinator Grant in the amount of \$134,862. This motion was seconded by Jason Brinkley. Motion carried.
  12. A motion was made by Jeff Whitmire to authorize the decrease of personal vehicle mileage rate reimbursement to \$0.54 per mile effective April 22, 2016. This motion was seconded by Sarah Somers. Motion carried.
  13. A motion was made by Jeff Whitmire to reassign Teresa Adams to Vice-President and Spanky Carter to Secretary/Treasurer effective at the adjournment of this meeting for the remainder of the board term. This motion was seconded by Roy Floyd. Motion carried.
  14. A motion was made by Karla Metzler to receive Monthly Financial Oversight Reports for dates listed. This motion was seconded by Willie Johnson. Motion carried.
  15. A motion was made by Jason Brinkley to take the following actions on the FYE 2017 Proposed Budget: approve proposed Revenue Schedule/Finance Plan; Approve proposed FTE and salary budget authority; approve General & Administrative Indirect, On-Site Indirect, and Central Service Information Technology Budget; set Indirect Cost Allocation Rates as follows: G&A – 20.02%, On-Site – 12.37%, and CIT – 6.64%; approve Proposed Benefits Budget; set Employee Benefit Rate at 47.1%; approve combined local funds budget; approve the holiday schedule; and approve membership dues schedule in addition to receiving a budget amendment action for any overage in relation to the fiscal year budget. This motion was seconded by Jeff Whitmire. Motion carried.
  16. No action was taken regarding TCOG's FYE 2016 Budget.
- J. President's Report
1. Spanky Carter named Jason Brinkley, Roy Floyd, and Jeff Whitmire as members of the 2016-2017 Board Officer Nominating Committee by the request of Keith Clegg. Audit Committee will be the newly-elected officers for the next board term.
- K. Spanky Carter adjourned the meeting at 9:31 p.m.

Texoma Council of Governments  
 Check/Voucher Register - CHECK REGISTER  
 From 4/1/2016 Through 4/30/2016

1010 - Cash In  
 Bank General

Check Number	Matching Document Number	Check Date	Payee Name	Transaction Description	Check Amount
87092	28093	4/7/2016	DEPARTMENT OF INFORMATION RES	INV 1602391N	6,800.16
87093	28113	4/7/2016	OFFICE OF ATTORNEY GENERAL	CHILD SUPPORT	531.50
87094	28114	4/7/2016	UNITED WAY OF GRAYSON COUNTY	CONTRIBUTIONS	37.30
87095	28115	4/7/2016	AFLAC	INV 640732	1,631.96
87096	28116	4/7/2016	NAUTILUS SPORT CENTER	MARCH DUES	326.15
87097	28117	4/7/2016	UNUM LIFE INSURANCE	05783570014	914.53
87098	28118	4/7/2016	PRE-PAID LEGAL SERVICES INC.	GROUP 0142305	73.80
87099	28119	4/7/2016	TEXOMA PRINT SERVICES	INV 57200	517.74
87100	28121	4/7/2016	HIGGINS-DURBIN, CARRIEJO	TRAVEL EXPENSE	130.00
87101	28123	4/7/2016	LOGAN CUNNINGHAM	TRAVEL EXPENSE	82.65
87102	28124	4/7/2016	HRdirect	INV 3799756	77.99
87103	28125	4/7/2016	DE LAGE LANDEN	INV 49514023	305.50
87104	28126	4/7/2016	VERIZON SOUTHWEST	105680281771745710	2,457.30
87105	28127	4/7/2016	GRAYSON PRO TECH INC.	INV 1461945	67.00
87106	28128	4/7/2016	DENISON VACUUM & JANITORIAL	INV 129764,128876	438.12
87107	28129	4/7/2016	CABLE ONE	ACCT 102491693	283.34
87108	28130	4/7/2016	DIRECT ENERGY BUSINESS-DALLAS	ACCT 1017669	5,427.89
87109	28131	4/7/2016	PROSPERITY BANK	ACCT 000097998	9,017.34
87110	28132	4/7/2016	U S POST OFFICE	BUSINESS REPLY POSTAGE #491-001	500.00
87111	28122	4/7/2016	SINOR, MELINDA	TRAVEL EXPENSE	86.25
87112	28138	4/13/2016	AMBIT TEXAS, LLC	CLIENT UTILITY PAYMENTS	365.56
87113	28139	4/13/2016	FULCRUM RETAIL ENERGY LLC.	CLIENT UTILITY PAYMENTS	20.52
87114	28140	4/13/2016	ATMOS ENERGY	CLIENT UTILITY PAYMENTS	692.09
87115	28141	4/13/2016	COOKE COUNTY ELECTRIC CO-OP	CLIENT UTILITY PAYMENTS	1,275.03
87116	28142	4/13/2016	DIRECT ENERGY	CLIENT UTILITY PAYMENTS	843.82
87117	28143	4/13/2016	ENDERBY GAS INC	CLIENT UTILITY PAYMENTS	539.83
87118	28144	4/13/2016	FANNIN CO ELECTRIC CO-OP INC	CLIENT UTILITY PAYMENTS	915.54
87119	28145	4/13/2016	GRAYSON-COLLIN ELECTRIC	CLIENT UTILITY PAYMENTS	3,256.97
87120	28146	4/13/2016	JUST ENERGY TEXAS I CORP.	CLIENT UTILITY PAYMENTS	482.94
87121	28147	4/13/2016	RELIANT ENERGY	CLIENT UTILITY PAYMENTS	822.54
87122	28148	4/13/2016	TXU ELECTRIC	CLIENT UTILITY PAYMENTS	2,702.63
87123	28149	4/13/2016	STREAM GAS & ELECTRIC LTD	CLIENT UTILITY PAYMENTS	219.50
87124	28150	4/13/2016	MONARCH UTILITIES, INC.	CLIENT UTILITY PAYMENTS	180.00
87125	28157	4/13/2016	WORKFORCE SOLUTIONS TEXOMA	RUF012916 & RUF022516	225.00
87126	28158	4/13/2016	KATHY STEED	TRAVEL EXPENSE	151.80
87127	28162	4/13/2016	FULLYLOVE, JUDY	TRAVEL EXP	70.00
87128	8518	4/13/2016	Sundberg, Brianna	TRAVEL EXP	326.45
87129	8517	4/13/2016	PUBLICDATA.COM.AI LTD	10157804-20160331	14.86
87130	28165	4/13/2016	ELIZABETH MILES, CPA	INV 2252	720.00
87131	28166	4/13/2016	ALERT RESPONSE INC.	INV 55027	35.00
87132	28167	4/13/2016	THOMAS JOHN KENNEDY OF TEXAS DDS, PLLC DBA	28397	1,320.00
87133	28168	4/13/2016	VOIGHT, NATHAN	TRAVEL EXP	429.08
87134	28169	4/13/2016	HIGGINS-DURBIN, CARRIEJO	TRAVEL ADVANCE	186.00
87135	28171	4/13/2016	AMERICAN EXPRESS	379140655051001	3,517.00
87136	28172	4/13/2016	VERIZON SOUTHWEST	EM21724109-16079	555.14
87137	28173	4/13/2016	DELL FINANCIAL SERVICES	78418132	1,246.95
87138	28174	4/13/2016	CITY OF SHERMAN	209-5060-03	405.14
87139	28175	4/13/2016	BEST IMAGES SYSTEMS INC.	12614336	931.90
87140	28176	4/13/2016	CABLE ONE	102708310	1,082.50

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1010 - Cash In  
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Check Number	Matching	Check Date	Payee Name	Transaction Description	Check Amount
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87143	5136	4/13/2016	MARY CASSARA	STIPEND	199.93
87144	5140	4/13/2016	COLEY, ALICE E.	STIPEND	111.30
87145	5141	4/13/2016	COLEY, CHARLES	STIPEND	135.30
87146	5139	4/13/2016	CLAYTON, MAE	STIPEND	153.83
87147	5146	4/13/2016	REGINA DIBBLES	STIPEND	110.40
87147	5168	4/13/2016	REGINA DIBBLES	STIPEND	75.65
87148	5149	4/13/2016	FUGETT, SHARON	STIPEND	111.20
87149	5151	4/13/2016	VERNELL ISABELL	STIPEND	103.13
87149	5152	4/13/2016	VERNELL ISABELL	STIPEND	68.45
87150	5164	4/13/2016	RIDEOUT, DALE	STIPEND	168.40
87150	5165	4/13/2016	RIDEOUT, DALE	STIPEND	15.25
87151	5166	4/13/2016	SEAMSTER, BARBARA	STIPEND	179.00
87152	5167	4/13/2016	MARILYN STOCKMAN	STIPEND	200.86
87153	5150	4/13/2016	GARVIN, CAROL	STIPEND	80.20
87154	5154	4/13/2016	MCCULLOUGH, DORIS	STIPEND	196.43
87155	5171	4/13/2016	WILLIAMS, SANDRA	STIPEND	199.00
87156	5147	4/13/2016	FEAGLEY, EVA	STIPEND	226.40
87157	5159	4/13/2016	MARTHA PAYNE	STIPEND	218.30
87158	5158	4/13/2016	OWEN, IMOGENE	STIPEND	132.75
87159	5155	4/13/2016	MURRAY, MARIAN	STIPEND	35.55
87159	5156	4/13/2016	MURRAY, MARIAN	STIPEND	15.24
87159	5157	4/13/2016	MURRAY, MARIAN	STIPEND	60.80
87160	5148	4/13/2016	FIELDS, MARY LOU	STIPEND	96.10
87161	5142	4/14/2016	CONEY, VIRGIE	STIPEND	234.50
87162	28178	4/14/2016	CHASE MASTER CARD	5567087900038911	3,765.36
87163	28179	4/14/2016	EVERBLUE TRAINING INSTITUTE	BPI ENERGY AUDITOR TRAINING	1,795.00
87218	28248	4/28/2016	SMITH, DELANO	TUITION PAYMENT	640.00
87219	8523	4/28/2016	QUILL CORPORATION	4632878	41.98
87220	8524	4/28/2016	AWARDS UNLIMITED	93220	12.45
87221	8522	4/28/2016	TEXOMA PRINT SERVICES	57555	39.95
87222	28250	4/28/2016	VERIZON CONFERENCING	Z5703052	45.11
87223	28251	4/28/2016	VERIZON CONFERENCING	600001 4653X26	51.77
87224	28252	4/28/2016	HERNANDEZ, MARGARITA S.	04312016	1,500.00
87225	28253	4/28/2016	BEST IMAGES SYSTEMS INC.	12687528	886.31
87226	28254	4/28/2016	BAGBY ELEVATOR COMPANY INC.	186367	351.50
87227	28255	4/28/2016	GRAYSON PRO TECH INC.	162470	67.00
87228	28256	4/28/2016	HANNAH'S FLORIST	109557	150.31
87229	28257	4/28/2016	INTRADO INC.	144830	1,414.12
87230	28258	4/28/2016	THOMAS JOHN KENNEDY OF TEXAS DDS, PLLC DBA	28372	2,000.00
87231	28259	4/28/2016	RED RIVER FAMILY DENTAL	3489	1,400.00
87232	28260	4/28/2016	MY 911 SHOP	TCOG-003	682.00
87233	28261	4/28/2016	AT&T	9403418070 7040	159.22
87234	28262	4/28/2016	AT&T	9403418239 2346	3.53
87235	28263	4/28/2016	ENTERPRISE RENT-A-CAR	406C4S	251.82
87236	5178	4/28/2016	CAMERON, FRANCES	STIPEND	139.60
87237	5181	4/28/2016	MARY CASSARA	STIPEND	219.90
87238	5184	4/28/2016	CLAYTON, MAE	STIPEND	151.35

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1010 - Cash In  
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Check Number	Matching	Check Date	Payee Name	Transaction Description	Check Amount
	Document Number				
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87241	5187	4/28/2016	CONEY, VIRGIE	STIPEND	240.75
87242	5191	4/28/2016	REGINA DIBBLES	STIPEND	141.90
87242	5205	4/28/2016	REGINA DIBBLES	STIPEND	67.70
87243	5192	4/28/2016	FEAGLEY, EVA	STIPEND	220.73
87244	5193	4/28/2016	FIELDS, MARY LOU	STIPEND	115.00
87245	5194	4/28/2016	FUGETT, SHARON	STIPEND	163.37
87246	5195	4/28/2016	GARVIN, CAROL	STIPEND	191.05
87247	5196	4/28/2016	VERNELL ISABELL	STIPEND	103.13
87247	5197	4/28/2016	VERNELL ISABELL	STIPEND	84.80
87248	5199	4/28/2016	MCCULLOUGH, DORIS	STIPEND	201.90
87249	5203	4/28/2016	OWEN, IMOGENE	STIPEND	85.50
87250	5204	4/28/2016	MARTHA PAYNE	STIPEND	239.50
87251	5209	4/28/2016	RIDEOUT, DALE	STIPEND	142.40
87251	5210	4/28/2016	RIDEOUT, DALE	STIPEND	15.25
87252	5211	4/28/2016	SEAMSTER, BARBARA	STIPEND	176.70
87253	5212	4/28/2016	MARILYN STOCKMAN	STIPEND	222.10
87254	5216	4/28/2016	WILLIAMS, SANDRA	STIPEND	194.73
87255	28264	4/28/2016	KATHY STEED	TRAVEL EXPENSE	113.85
87256	28265	4/28/2016	TXU ELECTRIC	CLIENT UTILITY PAYMENTS	8,412.36
87257	28266	4/28/2016	AMBIT TEXAS, LLC	CLIENT UTILITY PAYMENTS	1,002.21
87258	28267	4/28/2016	FULCRUM RETAIL ENERGY LLC.	CLIENT UTILITY PAYMENTS	300.13
87259	28268	4/28/2016	ATMOS ENERGY	CLIENT UTILITY PAYMENTS	1,647.72
87260	28269	4/28/2016	BOUNCE ENERGY INC.	CLIENT UTILITY PAYMENTS	180.16
87261	28270	4/28/2016	CITY OF WHITESBORO	CLIENT UTILITY PAYMENTS	168.33
87262	28271	4/28/2016	COOKE COUNTY ELECTRIC CO-OP	CLIENT UTILITY PAYMENTS	2,635.47
87263	28272	4/28/2016	DIRECT ENERGY	CLIENT UTILITY PAYMENTS	1,205.34
87264	28273	4/28/2016	ENTRUST ENERGY INC.	CLIENT UTILITY PAYMENTS	98.00
87265	28274	4/28/2016	EVERYTHING ENERGY	CLIENT UTILITY PAYMENTS	48.53
87266	28275	4/28/2016	FANNIN CO ELECTRIC CO-OP INC	CLIENT UTILITY PAYMENTS	3,569.28
87267	28276	4/28/2016	FIRST CHOICE POWER	CLIENT UTILITY PAYMENTS	1,017.53
87268	28277	4/28/2016	GRAYSON-COLLIN ELECTRIC	CLIENT UTILITY PAYMENTS	4,146.03
87269	28278	4/28/2016	GREEN MOUNTAIN ENERGY CO.	CLIENT UTILITY PAYMENTS	40.95
87270	28279	4/28/2016	INTERSTATE GAS SUPPLY, INC. / ACCENT TEXAS LP	CLIENT UTILITY PAYMENTS	65.18
87271	28280	4/28/2016	JUST ENERGY TEXAS I CORP.	CLIENT UTILITY PAYMENTS	675.80
87272	28281	4/28/2016	MCCRAW OIL CO. INC	CLIENT UTILITY PAYMENTS	741.50
87273	28282	4/28/2016	RELIANT ENERGY	CLIENT UTILITY PAYMENTS	3,148.36
87274	28283	4/28/2016	CALSHERM PARTNERS LP/ SHERMAN OAKS	CLIENT UTILITY PAYMENTS	103.40
87275	28284	4/28/2016	STAT ENERGY	CLIENT UTILITY PAYMENTS	545.44
87276	28285	4/28/2016	STREAM GAS & ELECTRIC LTD	CLIENT UTILITY PAYMENTS	613.25
87277	28286	4/28/2016	TEXOMA PROPANE LLC	CLIENT UTILITY PAYMENTS	165.00
87278	28287	4/28/2016	TRENTON LPG GAS CO INC	CLIENT UTILITY PAYMENTS	200.00
87279	5200	4/28/2016	MURRAY, MARIAN	STIPEND	63.30
87279	5201	4/28/2016	MURRAY, MARIAN	STIPEND	31.80
87279	5202	4/28/2016	MURRAY, MARIAN	STIPEND	61.68
DD001238	28120	4/7/2016	NORTON, SEAN	TRAVEL EXPENSE	70.00
DD001239	28159	4/13/2016	BROWN, EVAN	TRAVEL EXPENSE	292.00
DD001240	28163	4/13/2016	DEBORAH ADAMS	TRAVEL EXP	321.43

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	Document Number				
DD001241	8519	4/13/2016	BINGHAM, RAYLEEN	TRAVEL EXP	207.58
DD001242	28164	4/13/2016	KREBS, MANDY	TRAVEL EXP	160.28
DD001243	28170	4/13/2016	JONES, MINDI	TRAVEL EXP	130.95
DD001244	5135	4/13/2016	ETHEL ROSE CARTER	STIPEND	110.25
DD001244	5143	4/13/2016	ETHEL ROSE CARTER	STIPEND	59.00
DD001245	5138	4/13/2016	Christian, Linda	STIPEND	225.50
DD001246	5144	4/13/2016	CROSS, TOMMIE	STIPEND	189.73
DD001247	5153	4/13/2016	LUPER, BARBARA	STIPEND	85.18
DD001248	5161	4/13/2016	PERRY, RATA	STIPEND	146.28
DD001249	5162	4/13/2016	PHELPS, LOIS	STIPEND	194.25
DD001250	5170	4/13/2016	WILLIAMS, BARBARA	STIPEND	212.00
DD001251	5172	4/13/2016	WYATT, RUTHIE	STIPEND	190.80
DD001252	5169	4/13/2016	WHITE, FRANCES	STIPEND	157.40
DD001257	28249	4/28/2016	MARJEN TECHNOLOGY GROUP LLC	1178,1185,1186,1190	17,005.15
DD001258	5180	4/28/2016	ETHEL ROSE CARTER	STIPEND	102.26
DD001258	5188	4/28/2016	ETHEL ROSE CARTER	STIPEND	59.58
DD001259	5183	4/28/2016	Christian, Linda	STIPEND	211.80
DD001260	5189	4/28/2016	CROSS, TOMMIE	STIPEND	203.73
DD001261	5198	4/28/2016	LUPER, BARBARA	STIPEND	116.81
DD001262	5206	4/28/2016	PERRY, RATA	STIPEND	154.53
DD001263	5207	4/28/2016	PHELPS, LOIS	STIPEND	186.30
DD001264	5214	4/28/2016	WHITE, FRANCES	STIPEND	150.96
DD001265	5215	4/28/2016	WILLIAMS, BARBARA	STIPEND	212.00
DD001266	5217	4/28/2016	WYATT, RUTHIE	STIPEND	<u>212.00</u>
Total 1010 - Cash In Bank General					127,771.12

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Check Number	Matching Document		Payee Name	Transaction Description	Check Amount
	Number	Check Date			
86887	62348	4/1/2016	ALBANNA, REBECCA G.	Section 8 APs	301.00
86888	62349	4/1/2016	MAHMOUD J. ALBANNA	Section 8 APs	850.00
86889	62350	4/1/2016	AMBIT TEXAS, LLC	Section 8 APs	172.00
86890	62351	4/1/2016	ANDETT, LLC	Section 8 APs	2,002.00
86891	62352	4/1/2016	Andeler Power	Section 8 APs	62.00
86892	62353	4/1/2016	ARROW WOOD APTS.	Section 8 APs	2,495.00
86893	62354	4/1/2016	ATMOS ENERGY CO	Section 8 APs	196.00
86894	62355	4/1/2016	BARRETT, CARMAN M.	Section 8 APs	510.00
86895	62356	4/1/2016	BARRIER, JEFF N.	Section 8 APs	800.00
86896	62357	4/1/2016	BEALL, DAVID M.	Section 8 APs	538.00
86897	62358	4/1/2016	RICKY JAMES BENEFIELD	Section 8 APs	234.00
86898	62359	4/1/2016	COX, LAWRENCE D.	Section 8 APs	725.00
86899	62360	4/1/2016	BLUESTONE PARTNERS LLC	Section 8 APs	1,010.00
86900	62361	4/1/2016	BOHANNAN, RONALD DION	Section 8 APs	575.00
86901	62362	4/1/2016	BRANDMAN, JOHN D.	Section 8 APs	191.00
86902	62363	4/1/2016	BROOKHOLLOW APT	Section 8 APs	571.00
86903	62364	4/1/2016	MARY C. BROWN	Section 8 APs	956.00
86904	62365	4/1/2016	ALA WALKER BROWNLEE	Section 8 APs	525.00
86905	62366	4/1/2016	CABRERA, VALENTINA	Section 8 APs	407.00
86906	62367	4/1/2016	CALIX PROPERTIES	Section 8 APs	1,965.00
86907	62368	4/1/2016	CARR, SANDRA GAIL	Section 8 APs	683.00
86908	62369	4/1/2016	CARTER II, CRETA LYNN	Section 8 APs	1,241.00
86909	62370	4/1/2016	CATHEY, BOB	Section 8 APs	289.00
86910	62371	4/1/2016	CHEN, DONNY Y.	Section 8 APs	563.00
86911	62372	4/1/2016	VICTORIA LYNN CHILDRESS	Section 8 APs	519.00
86912	62373	4/1/2016	CITY OF DENISON	Section 8 APs	215.00
86913	62374	4/1/2016	CITY OF SHERMAN	Section 8 APs	190.00
86914	62375	4/1/2016	CITY OF WHITESBORO	Section 8 APs	33.00
86915	62377	4/1/2016	COKER, ART	Section 8 APs	750.00
86916	62378	4/1/2016	CONCORD VILLAGE APTS	Section 8 APs	171.00
86917	62379	4/1/2016	FL COUNTRY VILLAGE LTD	Section 8 APs	1,237.00
86918	62376	4/1/2016	JEFFREY P. COFFEY	Section 8 APs	1,082.00
86919	62380	4/1/2016	CREW, JACK	Section 8 APs	2,421.00
86920	62381	4/1/2016	CROCKER, JIM I.	Section 8 APs	830.00
86921	62382	4/1/2016	CUPID PROPERTIES LLC	Section 8 APs	1,123.00
86922	62383	4/1/2016	MICHAEL. L DANIELS	Section 8 APs	900.00
86923	62384	4/1/2016	DAVIS, JOSEPH	Section 8 APs	601.00
86924	62385	4/1/2016	DEAN GILBERT REALTORS	Section 8 APs	706.00
86925	62386	4/1/2016	DEAN GILBERT JR., THREE AMIGOS JOINT VENTURE	Section 8 APs	339.00
86926	62387	4/1/2016	DIRECT ENERGY	Section 8 APs	400.00
86927	62388	4/1/2016	GLENDA DOWDEN	Section 8 APs	595.00
86928	62389	4/1/2016	DUNLAP, KIM	Section 8 APs	632.00
86929	62390	4/1/2016	EAST COAST MANAGEMENT LLC	Section 8 APs	1,474.00
86930	62391	4/1/2016	1600 LA SALLE PARTNERS LLC	Section 8 APs	3,119.00
86931	62392	4/1/2016	ENTRUST ENERGY INC.	Section 8 APs	29.00
86932	62393	4/1/2016	4Change Energy F/K/A TXU	Section 8 APs	33.00
86933	62394	4/1/2016	FIRST CHOICE POWER	Section 8 APs	404.00
86934	62395	4/1/2016	FERRELL, TERRI D.	Section 8 APs	123.00
86935	62396	4/1/2016	CHRISTOPHER C. FESS	Section 8 APs	375.00

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86936	62397	4/1/2016	FREDERICKSON, JAMES R.	Section 8 APs	236.00
86937	62398	4/1/2016	GREEN MOUNTAIN ENERGY CO.	Section 8 APs	269.00
86938	62399	4/1/2016	HADDOCK, DAVID	Section 8 APs	728.00
86939	62400	4/1/2016	HALLFORD, LOUIE A.	Section 8 APs	825.00
86940	62401	4/1/2016	ML HAMPTON INVESTMENTS LLC	Section 8 APs	1,018.00
86941	62402	4/1/2016	HOUSING ASSOICIATES OF HERITAG	Section 8 APs	3,240.00
86942	62403	4/1/2016	DIXON JR, GENE	Section 8 APs	4,080.00
86943	62404	4/1/2016	MONROE, MARLENE	Section 8 APs	330.00
86944	62405	4/1/2016	HILLTOP VILLAGE APARTMENTS	Section 8 APs	6,041.00
86945	62406	4/1/2016	Gloria Jean Hilz	Section 8 APs	750.00
86946	62407	4/1/2016	JOHNSON, G.F.	Section 8 APs	169.00
86947	62408	4/1/2016	IWUAGWU, DESMOND E.	Section 8 APs	800.00
86948	62409	4/1/2016	JACOBS, RICHARD	Section 8 APs	750.00
86949	62410	4/1/2016	JAG Investments	Section 8 APs	650.00
86950	62411	4/1/2016	JEFFS AUTO SALES	Section 8 APs	535.00
86951	62412	4/1/2016	HORNER, MELISSA ANN	Section 8 APs	345.00
86952	62413	4/1/2016	YOUNG, JENNIFER LYN	Section 8 APs	3,659.00
86953	62414	4/1/2016	JUST ENERGY TEXAS I CORP.	Section 8 APs	284.00
86954	62415	4/1/2016	KARAM, GEORGE	Section 8 APs	509.00
86955	62416	4/1/2016	KEENER, ANDREW	Section 8 APs	494.00
86956	62417	4/1/2016	CAROL KELLEY	Section 8 APs	1,100.00
86957	62418	4/1/2016	KIGHT FAMILY LIMITED PARTNERSHIP #1	Section 8 APs	792.00
86958	62419	4/1/2016	ROBIN RENAE KIME	Section 8 APs	382.00
86959	62420	4/1/2016	KIRKPATRICK, JAMES	Section 8 APs	600.00
86960	62421	4/1/2016	KR PROPERTIES	Section 8 APs	745.00
86961	62422	4/1/2016	L&S PROPERTIES, LLC	Section 8 APs	625.00
86962	62423	4/1/2016	LAFOY, DALE A.	Section 8 APs	266.00
86963	62424	4/1/2016	DENISON LAKEVIEW PARK	Section 8 APs	5,424.00
86964	62425	4/1/2016	LAMB, BILLY J	Section 8 APs	337.00
86965	62426	4/1/2016	LATIMER, JAY	Section 8 APs	705.00
86966	62427	4/1/2016	LAUGHLIN, GLEN	Section 8 APs	354.00
86967	62428	4/1/2016	LJUNGKULL, JOEL	Section 8 APs	629.00
86968	62429	4/1/2016	MALMAY, MICHELLE LYNN	Section 8 APs	1,099.00
86969	62430	4/1/2016	MOXIE INVESTMENT SOLUTIONS	Section 8 APs	1,000.00
86970	62431	4/1/2016	Rhonda R. Langenbahn	Section 8 APs	364.00
86971	62432	4/1/2016	MCDONNELL, DEE JUANITA	Section 8 APs	442.00
86972	62433	4/1/2016	MILLSAP, BOB L	Section 8 APs	475.00
86973	62434	4/1/2016	MONARCH UTILITIES, INC.	Section 8 APs	35.00
86974	62435	4/1/2016	DGR MGT CO. INC.	Section 8 APs	525.00
86975	62436	4/1/2016	Moore Acquisitions, LLC	Section 8 APs	876.00
86976	62437	4/1/2016	EUGENE MORALES/ MORALES REAL ESTATE	Section 8 APs	452.00
86977	62438	4/1/2016	MORRIS, MARY L.	Section 8 APs	1,498.00
86978	62439	4/1/2016	C F MEYERS INVESTMENTS LTD	Section 8 APs	362.00
86979	62440	4/1/2016	NATAYENA L.L.C	Section 8 APs	535.00
86980	62441	4/1/2016	JOSE M. NAVARRETE	Section 8 APs	391.00
86981	62442	4/1/2016	NORTHTIDGE VILLAS, LLC	Section 8 APs	3,711.00
86982	62443	4/1/2016	NORTH TEXAS RENT HOMES	Section 8 APs	1,090.00
86983	62444	4/1/2016	OAKVIEW RENTALS LP	Section 8 APs	206.00
86984	62445	4/1/2016	ODOM, RODNEY LEE	Section 8 APs	389.00

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86985	62446	4/1/2016	OWENS, MONA N.	Section 8 APs	269.00
86986	62447	4/1/2016	PAGE, JOHN	Section 8 APs	215.00
86987	62448	4/1/2016	OHC/PARK MANOR LTD	Section 8 APs	6,235.00
86988	62449	4/1/2016	PATTERSON, DAVID R.	Section 8 APs	725.00
86989	62450	4/1/2016	HAIRO H PENA	Section 8 APs	999.00
86990	62451	4/1/2016	PENNYWISE POWER, LLC	Section 8 APs	68.00
86991	62452	4/1/2016	VINA S. PENNINGTON	Section 8 APs	587.00
86992	62453	4/1/2016	ZACKERY TODD PERRY	Section 8 APs	384.00
86993	62454	4/1/2016	PIERCE, JAMES DEAN	Section 8 APs	354.00
86994	62455	4/1/2016	PINNACLE TERRE	Section 8 APs	658.00
86995	62456	4/1/2016	POLLARD, TROY LYNN	Section 8 APs	242.00
86996	62457	4/1/2016	BRENDA POPE	Section 8 APs	329.00
86997	62458	4/1/2016	R&M PROPERTIES	Section 8 APs	1,901.00
86998	62459	4/1/2016	F.L RAINTREE LTD	Section 8 APs	1,496.00
86999	62460	4/1/2016	VICKREY, CHRIS A.	Section 8 APs	2,450.00
87000	62461	4/1/2016	RELIANT ENERGY	Section 8 APs	159.00
87001	62462	4/1/2016	MONTY K REDDICK	Section 8 APs	413.00
87002	62463	4/1/2016	REYNOSO, HECTOR M.	Section 8 APs	375.00
87003	62464	4/1/2016	GVD RIDGEVIEW LLC	Section 8 APs	7,229.00
87004	62465	4/1/2016	ROTENFELSEN INVESTMENTS, LLC	Section 8 APs	367.00
87005	62466	4/1/2016	ROW, BILLY F.	Section 8 APs	248.00
87006	62467	4/1/2016	ROWLAND, DANIEL E.	Section 8 APs	404.00
87007	62468	4/1/2016	RUMSEY, ROBERT	Section 8 APs	1,263.00
87008	62469	4/1/2016	Tommy Sanchez	Section 8 APs	107.00
87009	62470	4/1/2016	SCULLY, MICHAEL C.	Section 8 APs	534.00
87010	62471	4/1/2016	SHARP, MICHAEL L.	Section 8 APs	543.00
87011	62472	4/1/2016	SHEEHAN, CINDY	Section 8 APs	558.00
87012	62473	4/1/2016	CAL SHERM PARTNERS L.P.	Section 8 APs	6,068.00
87013	62474	4/1/2016	SHER DEN REALTY INC	Section 8 APs	4,116.00
87014	62475	4/1/2016	SHIRLEY, NANCY S.	Section 8 APs	800.00
87015	62476	4/1/2016	JOSE ARMANDO SIBRIAN	Section 8 APs	583.00
87016	62477	4/1/2016	SOUTHERN URBANE PROPERTIES, LLC	Section 8 APs	531.00
87017	62478	4/1/2016	WISER JOINT VENTURE, LLC	Section 8 APs	4,058.00
87018	62479	4/1/2016	S.S. PARTNERS MGMT. L.L.C.	Section 8 APs	5,917.00
87019	62480	4/1/2016	STANLEY, JUDY F.	Section 8 APs	404.00
87020	62481	4/1/2016	STAT ENERGY	Section 8 APs	114.00
87021	62482	4/1/2016	STEEPLE CHASE FARMS SUMMIT, LP	Section 8 APs	8,007.00
87022	62483	4/1/2016	Stephen's Structural	Section 8 APs	353.00
87023	62484	4/1/2016	Conation Business Holdings LLC	Section 8 APs	762.00
87024	62485	4/1/2016	STREAM GAS & ELECTRIC LTD	Section 8 APs	491.00
87025	62486	4/1/2016	MARK STEVEN SVANE	Section 8 APs	791.00
87026	62487	4/1/2016	T-PAG LLC	Section 8 APs	0.00
87027	62488	4/1/2016	TXU ELECTRIC	Section 8 APs	954.96
87028	62489	4/1/2016	VILLAS OF SHERMAN LIMITED	Section 8 APs	2,851.00
87029	62490	4/1/2016	VETERAN ENERGY LLC	Section 8 APs	75.00
87030	62491	4/1/2016	VIRGINIA COOK REALTORS LLC	Section 8 APs	317.00
87031	62492	4/1/2016	WATERFORD APTS LTD	Section 8 APs	264.00
87032	62493	4/1/2016	WATSON, MICHAEL L.	Section 8 APs	684.00
87033	62494	4/1/2016	WEEDEN, SUE G.	Section 8 APs	183.00

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	Document Number				
87034	62495	4/1/2016	WILSON CHILDRENS TRUST UTD 5/26/06	Section 8 APs	304.00
87035	62496	4/1/2016	WINDSCAPE APARTMENTS, LTD.	Section 8 APs	401.00
87036	62497	4/1/2016	CYNTHIA VENTERS-WISE	Section 8 APs	1,058.00
87037	62498	4/1/2016	W&W RENTAL PROPERTIES, LLC	Section 8 APs	347.00
87038	62499	4/1/2016	PETERSON, TRAVIS AND BANK OF TEXAS N.A.	Section 8 APs	529.00
87039	62500	4/1/2016	BARBARA PHILLIPS and US BANK HOME MORTGAGE	Section 8 APs	0.00
87040	62501	4/1/2016	Laqueta Wilson and Carrington Mortgage LLC	Section 8 APs	535.41
87041	62502	4/1/2016	SCHLEY, MARK AND WELLS FARGO HOME MORTGAGE	Section 8 APs	295.00
87042	62503	4/1/2016	CHAFFIN, CHRISTEN AND GUILD MORTGAGE COMPANY	Section 8 APs	252.00
87043	62504	4/1/2016	AMLIN, MARSHALL D.	Section 8 APs	201.00
87044	62505	4/1/2016	BA RESIDENTIAL, L.L.C.	Section 8 APs	2,355.00
87045	62506	4/1/2016	BONHAM APARTMENTS LTD	Section 8 APs	2,670.00
87046	62507	4/1/2016	BONHAM VILLAGE APARTMENTS, LTD.	Section 8 APs	1,530.00
87047	62508	4/1/2016	BORJAS, BASILISA	Section 8 APs	469.00
87048	62509	4/1/2016	BRANDANI, JOE	Section 8 APs	812.00
87049	62510	4/1/2016	KHOSROW SADEGHIAN	Section 8 APs	787.00
87050	62511	4/1/2016	BUCHANAN, MARK. A	Section 8 APs	444.00
87051	62512	4/1/2016	BURNETT, JOHN W.	Section 8 APs	483.00
87052	62513	4/1/2016	BURT, WILLIAM RUSSELL	Section 8 APs	580.00
87053	62514	4/1/2016	BUTLER, BOBBY L.	Section 8 APs	267.00
87054	62515	4/1/2016	PORTER P CAMERON	Section 8 APs	422.00
87055	62516	4/1/2016	CARAWAY, ROBERT	Section 8 APs	312.00
87056	62517	4/1/2016	CASTLE PROPERTIES	Section 8 APs	260.00
87057	62518	4/1/2016	COUNTRY VILLAGE OF BONHAM	Section 8 APs	2,644.00
87058	62519	4/1/2016	COX, WILLIAM P.	Section 8 APs	585.00
87059	62520	4/1/2016	DOYLE, GARRY D.	Section 8 APs	422.00
87060	62521	4/1/2016	DUNCAN CLIFTON WINRIGHT	Section 8 APs	1,059.00
87061	62522	4/1/2016	ELLIOTT, MARY REBECCA	Section 8 APs	238.00
87062	62523	4/1/2016	ENLOW GROUP LLC	Section 8 APs	1,011.00
87063	62524	4/1/2016	EVANS, JESSICA M.	Section 8 APs	331.00
87064	62525	4/1/2016	FANNIN CO ELECTRIC CO-OP INC	Section 8 APs	153.00
87065	62526	4/1/2016	TAMESHA FINNEY	Section 8 APs	369.00
87066	62527	4/1/2016	GIBBS & GIBBS W 8TH STREET APTS	Section 8 APs	189.00
87067	62528	4/1/2016	GLASER, JUDITH	Section 8 APs	438.00
87068	62529	4/1/2016	GODBETT, JOHN	Section 8 APs	223.00
87069	62530	4/1/2016	GOODWIN J.D.	Section 8 APs	96.00
87070	62531	4/1/2016	HAMPTON, KENNETH	Section 8 APs	450.00
87071	62532	4/1/2016	HARVEY, JOHN MILTON	Section 8 APs	107.00
87072	62533	4/1/2016	HERNANDEZ, ANTONIO	Section 8 APs	580.00
87073	62534	4/1/2016	HOFMANN MRAZ CARE HOME	Section 8 APs	2,783.00
87074	62535	4/1/2016	HUNT, JOE G.	Section 8 APs	216.00
87075	62536	4/1/2016	LONNIE J. JAYNES	Section 8 APs	236.00
87076	62537	4/1/2016	JONES, MICHELLE D.	Section 8 APs	159.00
87077	62538	4/1/2016	JPL FAMILY LTD PARTNERSHIP	Section 8 APs	436.00
87078	62539	4/1/2016	KATY CREEK RETIREMENT VILLAGE	Section 8 APs	1,644.00
87079	62540	4/1/2016	WOOD, KIDNEY WILLIAM	Section 8 APs	111.00
87080	62541	4/1/2016	KINGSTON PROPERTIES	Section 8 APs	636.00
87081	62542	4/1/2016	LIPSCOMB, CHAD CARLTON	Section 8 APs	236.00
87082	62543	4/1/2016	MCBROOM, DAVID R.	Section 8 APs	463.00

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	Number	Check Date			
87083	62544	4/1/2016	JOANNA McCAIN	Section 8 APs	478.00
87084	62545	4/1/2016	MC CORMICK, LARRY W	Section 8 APs	432.00
87085	62546	4/1/2016	Billy D. Manhart	Section 8 APs	525.00
87086	62547	4/1/2016	MUJO, LLC	Section 8 APs	203.00
87087	62548	4/1/2016	DON MURPHY	Section 8 APs	1,211.00
87088	62549	4/1/2016	BILLY JOE NELMS	Section 8 APs	400.00
87089	62550	4/1/2016	NUNNELEE, ROBERT M	Section 8 APs	944.00
87090	62551	4/1/2016	NUNNELEE, ROBERT M	Section 8 APs	3,215.00
87091	62552	4/1/2016	PLANT, GLYNA GAYLENE	Section 8 APs	203.00
87092	62553	4/1/2016	CARMEN RAMIREZ	Section 8 APs	223.00
87093	62554	4/1/2016	ROSS, NORA F.	Section 8 APs	244.00
87094	62555	4/1/2016	SANDIA NORTH APARTMENTS INC	Section 8 APs	4,812.00
87095	62556	4/1/2016	SARGENT, BARBARA	Section 8 APs	172.00
87096	62557	4/1/2016	HEATHER TAWN SIMPSON	Section 8 APs	317.00
87097	62558	4/1/2016	STERZER, DALE P	Section 8 APs	1,194.00
87098	62559	4/1/2016	SUDDERTH, JACK W.	Section 8 APs	214.00
87099	62560	4/1/2016	SUDDERTH, JOE T.	Section 8 APs	272.00
87100	62561	4/1/2016	TEXOMA HOUSING PARTNERS	Section 8 APs	490.00
87101	62562	4/1/2016	TIP, TENG	Section 8 APs	622.00
87102	62563	4/1/2016	UNDERWOOD, BILLY MACK	Section 8 APs	1,203.00
87103	62564	4/1/2016	WARDEN, LINDON	Section 8 APs	327.00
87104	62565	4/1/2016	WILLIAMS, MYRTIS BRENEK	Section 8 APs	479.00
87105	62566	4/1/2016	Roy Domes	Section 8 APs	135.00
87106	62567	4/1/2016	GREER, FRANCES AND USDA RURAL DEVELOPMENT	Section 8 APs	333.00
87107	62568	4/1/2016	PADILLA, RAYMOND JR AND NATION STAR MORTGAGE L	Section 8 APs	146.00
87108	62569	4/1/2016	GARZA, PAMELA AND CENDERA BANK, N.A.	Section 8 APs	441.63
87109	62570	4/1/2016	GUILD MORTGAGE COMPANY AND HOWERY, AMBER	Section 8 APs	164.00
87110	62571	4/1/2016	CINDI SPOONEMORE AND GUILD MORTGAGE CO.	Section 8 APs	202.00
87111	62572	4/4/2016	DON MURPHY	Section 8 APs	645.00
87112	62500	4/4/2016	BARBARA PHILLIPS and US BANK HOME MORTGAGE	Section 8 APs	345.00
87113	62574	4/6/2016	VICKREY, CHRIS A.	Section 8 APs	2,008.00
87114	62573	4/6/2016	PINNACLE TERRE	Section 8 APs	<u>1,100.00</u>
Total 1060 - Cash In Bank Section 8					<u>209,547.00</u>
Report Total					<u>337,318.12</u>

**TO:** TCOG Governing Board  
**THRU:** Allison Minton, Client Services Director *AM*  
**FROM:** Judy Fullylove, Energy Services Program Manager *JF*  
**DATE:** May 9, 2016  
**RE:** Community Services Block Grant (CSBG) Contract

**RECOMMENDATION**

Approve contract with Texas Department of Housing and Community Affairs (TDHCA) for 2015 unobligated CSBG funds.

**BACKGROUND**

The CSBG program provides support for a range of services and activities which address the causes of poverty. TCOG provides services and activities addressing employment, education, better use of available income, housing, nutrition, emergency services and/or health. The CSBG program serves Cooke, Fannin, & Grayson Counties.

**DISCUSSION**

These funds are “left over” monies from the 2015 statewide CSBG program that are being re-distributed to agencies that have expended their original budget. TCOG will utilize the CSBG funds to provide administrative support in order to provide direct services to eligible low-income households and to mobilize resources/strategies to revitalize low-income communities in our region. Contract period is March 1, 2016 through July 31, 2016.

**BUDGET**

Total budget amount is \$40,130.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **61150002462** FOR THE  
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")  
CFDA#93.569

**SECTION 1. PARTIES TO THE CONTRACT**

This Community Services Block Grant Program Contract Number **61150002462** ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, ("Department") and **Texoma Council of Governments** a political subdivision of the State of Texas ("Subrecipient") hereinafter the "Parties".

**SECTION 2. CONTRACT TERM**

This Contract shall commence on **March 01, 2016**, and, unless earlier terminated, shall end on **July 31, 2016** ("Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA**

Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) (herein the "CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (P.L. 103-252) and the Coats Human Services Reauthorization Act of 1998 (P.L. 105-285); Chapter 2306 of the Texas Government Code (herein the "State Act"); the implementing State regulations under Title 10, Part 1, Chapter 1 and Chapter 5, Subchapters A and B of the Texas Administrative Code, as amended or supplemented from time to time (herein the "CSBG State Rules or 10 TAC"); and the Department's guidance related to CSBG; Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§ 9901, 9907 excluding (c), and 9908. Subrecipient agrees to perform all activities in accordance with the annual Community Action Plan (as defined in Section 35 of this Contract); the terms of the performance statement and budget submitted with the annual Community Action Plan approved by the Department as said performance statement and budget may be amended from time to time; the certifications attached hereto as Addendums A, B, C, and D; all such addendums and exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient's service area consists of the following counties:

**COOKE, FANNIN, GRAYSON**

**SECTION 4. DEPARTMENT OBLIGATIONS**

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **\$40,130.00** in accordance with the budget as approved by the Department and the terms of this Contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt of adequate CSBG funds from the U.S. Department of Health and Human Services (hereinafter "HHS") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

- D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
  2. are not allowable costs, as set forth in the CSBG Act;
  3. are not strictly in accordance with the terms of this Contract, including the addendums and exhibits;
  4. have not been reported to Department within forty-five (45) days following termination of this Contract; or
  5. are not incurred during the Contract Term.
- E. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.
- F. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for such funds.

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

- A. Subrecipients may request an advance for up to thirty (30) days. As per the Uniform Grant Management Standards, 34 TAC Chapter 20, Subchapter I (herein "UGMS"), a cash advance must be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. In order to request an advance payment, Subrecipient must submit to Department a properly completed Expenditure Report that includes a request for advance funds (Projected Expenses) together with such supporting documentation as the Department may reasonably request.
- C. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursement of such funds by Subrecipient.
- D. Subsection 4(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 10 of this Contract.
- E. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's service area.
- F. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

#### **SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS as in existence on October 1, 2014. All references therein to "local government" shall be construed to mean Subrecipient.
- B. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the uniform cost principles for local, state and Indian tribal governments set forth in OMB Circular A-87, as implemented by 2 C.F.R. Part 225 and uniform administrative requirements for governments set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is \$500,000 of Federal funds or \$500,000 of State funds.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the CSBG Act.
- D. Subrecipient may incur costs for activities associated with the closeout of the CSBG contract for a period not to exceed forty five (45) days from the end of the Contract Term.

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

- A. As per 10 TAC 5.206, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that an Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing suspension.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.

## **SECTION 8. PROHIBITED USE OF FUNDS**

Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility. This provision may be waived in the Department's sole discretion as outlined in 42 USC §9918(a)(2).

## **SECTION 9. RECORD KEEPING REQUIREMENTS**

- A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, \_42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.
- B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- C. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.
- D. Subrecipient shall include the substance of this Section 9 in all subcontracts.

## **SECTION 10. REPORTING REQUIREMENTS**

- A. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.
- B. Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department on or before the fifteenth (15th) day of each month following the reported month in the Contract Term, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.
- C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) days after the end of the Contract and prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.
- D. Subrecipient shall annually submit to Department, no later than forty-five (45) days after the termination of this Contract, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.
- E. If Subrecipient fails to submit within forty-five (45) days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract. If Subrecipient receives CSBG funds from Department over two or more contract terms, termination proceedings may be initiated on this Contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.
- F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

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

- A. Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- C. The Department must receive any Contract amendment requests in writing no later than forty-five (45) days prior to the end of the Contract Term. The Department may consider, in its sole discretion, written contract amendment received within forty-five (45) days of the end of the Contract Term.

## **SECTION 12. PROGRAM INCOME**

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, §\_25 and OMB Circular A-102, Attachment, 2e.

**SECTION 13. TECHNICAL ASSISTANCE AND MONITORING**

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

**SECTION 14. INDEPENDENT SUBRECIPIENT**

It is agreed that Department is contracting with Subrecipient as an independent contractor.

**SECTION 15. PROCUREMENT STANDARDS**

- A. Subrecipient shall comply with 45 C.F.R. §92.36, UGMS, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

**SECTION 16. SUBCONTRACTS**

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 13 of this Contract.
- B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

**SECTION 17. AUDIT**

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
  - 1. Subrecipient shall have an audit conducted in accordance with 45 C.F.R. §92.26, OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the Contract Term in which Subrecipient has expenses of more than \$500,000 in state funds or \$500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.

2. At the option of Subrecipient, each audit required by this Section may cover Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds.
  3. Notwithstanding anything to the contrary herein, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
  4. Subrecipient shall submit one (1) copy of such audit report and any associated management letter to the Department's Compliance Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall submit such audit report to the Federal Clearinghouse designated by OMB in accordance with OMB A-133. In conjunction with its Single Audit submission to the Department, the Subrecipient shall provide documentation reflecting its submission of the Audit to the Federal Clearinghouse. Subrecipients may email an electronic version of the Audit and Federal Clearinghouse documentation to the Compliance Division at: saandacf@tdhca.state.tx.us Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative.
- B. Notwithstanding anything herein to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department, or its authorized representative, to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit. Such financial and compliance audits may occur after the close of the Contract Term.
- C. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- D. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section as Department may require of Subrecipient.
- E. All approved CSBG audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.
- F. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- G. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

#### **SECTION 18. TRAVEL**

Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

#### **SECTION 19. LITIGATION AND CLAIMS**

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

**SECTION 20. LEGAL AUTHORITY**

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

**SECTION 21. COMPLIANCE WITH LAWS**

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, the certifications attached hereto, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

**SECTION 22. PREVENTION OF WASTE, FRAUD, AND ABUSE**

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.
- C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

**SECTION 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

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

**SECTION 24. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

**SECTION 25. POLITICAL ACTIVITY PROHIBITED**

- A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.
- B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

**SECTION 26. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of Section 26 in all subcontracts.

**SECTION 27. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS**

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Administrator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**SECTION 28. MAINTENANCE OF EFFORT**

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

**SECTION 29. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 29, in all its subcontracts.

**SECTION 30. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

**SECTION 31. COPYRIGHT**

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

**SECTION 32. NO WAIVER**

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

**SECTION 33. SEVERABILITY**

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

**SECTION 34. ORAL AND WRITTEN AGREEMENTS**

- A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
  - 1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
  - 2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
  - 3. Addendum C - Certification Regarding Environmental Tobacco Smoke
  - 4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters

**SECTION 35. USE OF ALCOHOLIC BEVERAGES**

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

**SECTION 36. FORCE MAJURE**

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaroud plans or other means.

**SECTION 37. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

**SECTION 38. COUNTERPARTS AND FACSIMILE SIGNATURES**

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

**SECTION 39. NUMBER, GENDER**

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

**SECTION 40. NOTICE**

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

**As to Department:**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
P. O. Box 13941  
Austin, Texas 78711-3941  
Attention: Michael De Young, Director of Community Affairs  
Telephone: (512) 475-2125  
Fax: (512) 475-3935  
michael.deyoung@tdhca.state.tx.us

**As to Subrecipient:**

Texoma Council of Governments  
1117 Gallagher Dr  
Sherman, TX 750903108  
Attention: Susan Thomas, Executive Director  
Telephone: (903) 813-3512 Fax: (903) 813-3511 Email: sthomas@texoma.cog.tx.us

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 40.

**SECTION 41. VENUE AND JURISDICTION**

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **March 01, 2016**

**SUBRECIPIENT:**

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

By:  
Title:  
Date:

**DEPARTMENT:**

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

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

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **61150002462** FOR THE  
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")  
CFDA#93.569

**ADDENDUM A**

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE**

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

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

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

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **61150002462** FOR THE  
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")  
CFDA#93.569

**ADDENDUM B**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

*This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.*

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

**SUBRECIPIENT:**

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

By:

Title:

Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **61150002462** FOR THE  
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")  
CFDA#93.569

**ADDENDUM C**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

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

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **61150002462** FOR THE  
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")  
CFDA#93.569

**ADDENDUM D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subgrants, subcontracts and in all solicitations for subgrants and subcontracts:

**"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**LOWER TIER PARTICIPANT/SUBCONTRACTOR:**

\_\_\_\_\_  
[Signature]  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

**SUBRECIPIENT:**

**Texoma Council of Governments**

**a political subdivision of the State of Texas**

By:  
Title:  
Date:

TEXOMA COUNCIL OF GOVERNMENTS  
Statement of Revenues and Expenditures  
From 2/1/2016 Through 2/29/2016

20 - CLIENT SERVICES  
235 - CSBG 2015 #2196

FEBRUARY, 2016

		Total Budget	Current Period Actual	Project-to-Date Actual	Budget Balance	Percent Budget Used
<b>REVENUES</b>						
6001	FEDERAL FUNDS	231,634.00	0.00	0.00	(231,634.00)	0.00%
	Total REVENUES	<u>231,634.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(231,634.00)</u>	<u>0.00%</u>
<b>EXPENSES</b>						
<b>CLIENT SERVICES SALARIES</b>						
8007	DIRECT SALARIES COOKE	54,406.00	172.16	172.16	54,233.84	0.31%
8107	EMPLOYEE BENEFITS COOKE	26,115.00	81.26	81.26	26,033.74	0.31%
8307	G&A INDIRECT COST COOKE	26,572.00	62.36	62.36	26,509.64	0.23%
8407	ON SITE INDIRECT COST COOKE	0.00	31.22	31.22	(31.22)	0.00%
	Total CLIENT SERVICES SALARIES	107,093.00	347.00	347.00	106,746.00	0.32%
<b>FSS</b>						
8008	DIRECT SALARIES FANNIN	4,262.00	0.00	0.00	4,262.00	0.00%
8108	EMPLOYEE BENEFITS FANNIN	2,046.00	0.00	0.00	2,046.00	0.00%
8308	G&A INDIRECT COST FANNIN	2,082.00	0.00	0.00	2,082.00	0.00%
	Total FSS	8,390.00	0.00	0.00	8,390.00	0.00%
<b>SUPPORT SERVICES</b>						
8009	DIRECT SALARIES GRAYSON	32,850.00	0.00	0.00	32,850.00	0.00%
8109	EMPLOYEE BENEFITS GRAYSON	15,768.00	0.00	0.00	15,768.00	0.00%
8309	G&A INDIRECT COST GRAYSON	16,044.00	0.00	0.00	16,044.00	0.00%
	Total SUPPORT SERVICES	64,662.00	0.00	0.00	64,662.00	0.00%
<b>TRAVEL</b>						
8207	TRAVEL COOKE	8,760.00	0.00	0.00	8,760.00	0.00%
	Total TRAVEL	8,760.00	0.00	0.00	8,760.00	0.00%
<b>EQUIPMENT</b>						
8709	EQUIPMENT GRAYSON	4,900.00	0.00	0.00	4,900.00	0.00%
	Total EQUIPMENT	4,900.00	0.00	0.00	4,900.00	0.00%
<b>SUPPLIES</b>						
8507	SUPPLIES COOKE	10,304.00	0.00	0.00	10,304.00	0.00%
	Total SUPPLIES	10,304.00	0.00	0.00	10,304.00	0.00%
<b>CONTRACTUAL</b>						
8607	SUBCONTRACT COOKE COUNTY	4,525.00	0.00	0.00	4,525.00	0.00%
	Total CONTRACTUAL	4,525.00	0.00	0.00	4,525.00	0.00%
<b>DIRECT SERVICES</b>						
8808	DIRECT SERV - CS	23,000.00	0.00	0.00	23,000.00	0.00%
	Total DIRECT SERVICES	<u>23,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>23,000.00</u>	<u>0.00%</u>
	Total EXPENSES	<u>231,634.00</u>	<u>347.00</u>	<u>347.00</u>	<u>231,287.00</u>	<u>0.15%</u>
	NET INCOME/LOSS	0.00	(347.00)	(347.00)	(347.00)	0.00%

**TO:** TCOG Governing Board  
**THRU:** Allison Minton, Client Services Department Director *AM*  
**FROM:** Judy Fullylove, Energy Services Program Manager *JF*  
**DATE:** May 9, 2016  
**RE:** Comprehensive Energy Assistance Program Contract (CEAP)

**RECOMMENDATION**

Ratify contract with Texas Department of Housing and Community Affairs (TDHCA) for CEAP funding.

**BACKGROUND**

CEAP funding provides co-payment of utilities and the provision of supportive services in an effort to transition low-income families out of poverty and off of public assistance.

Utility assistance includes the co-payment of utilities for a specific period of time while learning ways to conserve energy. Services also include a case management program with the goal of transitioning families off welfare by providing assistance with the cost of expenses such as education, training and other necessary supplies and supportive services.

Each client situation is evaluated through an application process and the appropriate program service is then determined. Individual goals and objectives are identified as well as techniques for budgeting and energy conservation which will transition the client from poverty and/or address crisis situations.

**DISCUSSION**

Eligible households may receive up to \$1,200 per calendar year to assist with energy costs. To achieve the highest possible assistance for low income households, this funding may be used in concert with funds provided by: Atmos Gas Energy Conservation Program; TXU Energy Aid Program; Direct Energy Neighbor to Neighbor Program; and the Reliant Energy CARE Program. The contract period is January 1, 2016 through December 31, 2016.

**BUDGET**

Budget includes funding for: direct services to clients \$568,863; training, travel, supplies \$6445; and \$75,913 administrative support for a total budget of \$651,221.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
CONTRACT NUMBER 58160002355 FOR THE  
FY 2016 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
(CFDA # 93.568)**

**Awarding Federal Agency: United States Department of Health and Human Services  
TDHCA Federal Award Number: E-16-BI-TX-LIEA  
Award Year (Year of Award from HHS to TDHCA): 2016  
Unique Entity Identifier Number: 879884815**

**SECTION 1. PARTIES TO THE CONTRACT**

This 2016 Comprehensive Energy Assistance Program (CEAP) Contract Number **58160002355** ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Texoma Council of Governments**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the "Parties".

**SECTION 2. CONTRACT TERM**

This Contract shall commence on **January 01, 2016**, and, unless earlier terminated, shall end on **December 31, 2016** ("Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

- A. Subrecipient shall, throughout its service area, operate a Comprehensive Energy Assistance Program, ("CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time ("State Rules"), the LIHEAP State Plan, any applicable Office of Management and Budget ("OMB") Circulars as may be amended or superseded, Subrecipient's "Service Delivery Plan" in accordance with Section 5.408 of Chapter 5 of the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall further implement the CEAP in accordance with the Certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit B and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.
- B. Subrecipient shall assist "Households" as defined in Section 5.2 of Chapter 5 of the State Rules ("Households") that are "Low-Income" as defined in Section 5.2 of the Chapter 5 of State Rules ("Low-Income") with priority being given in no particular order to "Elderly Persons" as defined in Section 5.2 of the Chapter 5 of State Rules ("Elderly Persons"), "Persons with Disabilities" as defined in Section 5.2 of the Chapter 5 of State Rules ("Persons with Disabilities"), Households with a young child 5 years of age or under, Households with "High Energy Burden" as defined in Section 5.2 of Chapter 5 of the State Rules ("High Energy Burden") and Households with "High Energy Consumption" as defined in Section 5.2 of Chapter 5 of the State Rules ("High Energy Consumption").
- C. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

**SECTION 4. DEPARTMENT OBLIGATIONS**

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures and program services costs and direct services expenditures in accordance with Section 5.430 of the State Rules, in the amount(s) specified in the Budget attached hereto as Exhibit A.

- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt and availability by the Department of 2016 funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- D. Department is not liable for any cost incurred by Subrecipient which:
  - 1. is subject to reimbursement by a source other than Department;
  - 2. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;
  - 3. is not incurred during the Contract Term;
  - 4. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or
  - 5. is incurred for the purchase or permanent improvement of real property.
- E. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.
- F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$651,221.00**.

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

- A. Subrecipient may request an advance payment of up to thirty (30) days cash needs or an advance of \$5,000, whichever is greater. Subrecipient's request for advances shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.
- D. Subsection 5(A) notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.
- E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.
- F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable administrative expenditures and program services costs incurred during the Contract Term in accordance with Section 5.430 of the State Rules.

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

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the state Uniform Grant Management Standards, Subchapter I, Chapter 20, Part 1 of Title 34 of the Texas Administrative Code, in effect on October 1, 2015 (“UGMS”). All references therein to “local government” shall be construed to mean Subrecipient.
- B. Uniform administrative requirements, cost principles and audit requirements are set forth in Uniform Grant Management Standards (“UGMS”), Chapter 783 Texas Government Code unless otherwise specified in this Contract unless preempted by the requirements under 2 CFR Part 200. The expenditure threshold for audit is \$750,000 of Federal Funds. The expenditure threshold is \$500,000 for the Texas State Single Audit Act. If an audit is required under the Texas State Single Audit Act, this audit must be submitted to the Department pursuant to 10 TAC §1.3, but CEAP funds may not be used to pay for the audit.
- C. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- D. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient’s records and to obtain any documents, materials, or information necessary to facilitate such audit.
- E. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

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

- A. Pursuant to Section 2.202 of Chapter 2 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.
- B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.
- C. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient’s failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.
- E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

## **SECTION 8. ALLOWABLE EXPENDITURES**

- A. The allowability of Subrecipient’s costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 of the Contract and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section 8.
- B. CEAP funds allow up to 6.25% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached hereto as Exhibit A. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.

- C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) days prior to the end of the Contract Term to use its administrative and program services funds for direct service categories.

## **SECTION 9. RECORD KEEPING REQUIREMENTS**

- A. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §.42. Subrecipient agrees to comply with any changes to the UGMS' record keeping requirements.
- B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- C. ACCESS TO RECORDS. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.
- D. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction if the Department notifies the Subrecipient in writing; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; or (iv) a date consistent with any other period required by federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each client file shall contain the following:
1. Client application containing all Department requirements;
  2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form.
  3. Copy of client's utility bill(s);
  4. Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);
  5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
  6. Documentation of benefits determination;
  7. Notice of Denial Form (if applicable);
  8. Right of appeal and procedures for denial or termination of services (if applicable);
  9. Any documentation required by directives provided by the Department;
  10. Priority rating form; and
  11. Case notes sufficient to document that program service activity has occurred.

## **SECTION 10. REPORTING REQUIREMENTS**

- A. By the 15th of each month, Subrecipient shall electronically submit to Department, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month.

- B. Subrecipient shall submit to Department, no later than forty-five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 and/or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.
- C. Subrecipient shall electronically submit to Department, no later than forty-five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- D. Subrecipient is required to determine if households assisted under this Contract shall be reported as duplicated or unduplicated by accessing the LIHEAP Household Database located in the Community Affairs Contract System.
- E. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.
- F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

**SECTION 11. VENDOR AGREEMENTS**

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

**SECTION 12. CHANGES AND AMENDMENTS**

- A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 12 may be further evidenced in a written amendment.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- C. Written requests for Contract amendment must be received by the Department by no later than sixty (60) days prior to the end of the Contract Term.

**SECTION 13. PROGRAM INCOME**

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state Uniform Grant Management Standards, more specifically, Chapter III, "State Uniform Administrative Requirements For Grants and Cooperative Agreements", Subpart C - Post-Award Requirements--Financial Administration, §\_25, Program Income.

#### **SECTION 14. TECHNICAL ASSISTANCE AND MONITORING**

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

#### **SECTION 15. INDEPENDENT SUBRECIPIENT**

It is agreed that Department is contracting with Subrecipient as an independent contractor.

#### **SECTION 16. PROCUREMENT STANDARDS**

- A. Subrecipient shall comply with UGMS, 10 TAC §§5.10 and 5.12, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

#### **SECTION 17. SUBCONTRACTS**

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 14 of the Contract.
- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

#### **SECTION 18. MANAGEMENT OF EQUIPMENT AND INVENTORY**

- A. Subrecipient shall comply with Section 5.10 of the State Rules.
- B. Upon the termination of this Contract or non-renewal of CEAP funds, Department may require transfer of title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving federal funding.

#### **SECTION 19. TRAVEL AND TRAINING**

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code "Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under Section 5.9 of the State Rules. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and *per diem* expenses of its board members and employees.

## **SECTION 20. BONDING AND INSURANCE REQUIREMENTS**

- A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of \$25,000.00 or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of \$100,000.00, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.
- B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

## **SECTION 21. LITIGATION AND CLAIMS**

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

## **SECTION 22. LEGAL AUTHORITY**

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 22.

## **SECTION 23. COMPLIANCE WITH LAWS**

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State Rules, LIHEAP State Plan, the certifications attached, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and Addendum B that it is implementing the Drug-Free Workplace Act of 1988.
- C. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.
- D. REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973 apply to all applicants and Subrecipients of financial assistance in the operation of programs or activities.

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

#### **SECTION 24. PREVENTION OF WASTE, FRAUD, AND ABUSE**

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

#### **SECTION 25. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

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

#### **SECTION 26. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipient shall, in addition to the requirements of this Section 26, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

## **SECTION 27. POLITICAL ACTIVITY PROHIBITED**

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

## **SECTION 28. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36.
- D. Subrecipients shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipients are also required to provide reasonable accommodations for persons with disabilities.
- E. Subrecipient will include the substance of this Section 28 in all subcontracts.

## **SECTION 29. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS**

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

## **SECTION 30. MAINTENANCE OF EFFORT**

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

### **SECTION 31. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors agents are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum D, without modification, and this language under this Section 31, in all its subcontracts.

### **SECTION 32. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services (“HHS”) at 45 CFR Part 87.

### **SECTION 33. COPYRIGHT**

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

### **SECTION 34. NO WAIVER**

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

### **SECTION 35. SEVERABILITY**

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

### **SECTION 36. ORAL AND WRITTEN AGREEMENTS**

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
  1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
  2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
  3. Addendum C - Certification Regarding Environmental Tobacco Smoke
  4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters

5. Exhibit A - Budget

6. Exhibit B - PRWORA Requirements for the Comprehensive Energy Assistance Program

### **SECTION 37. SPECIAL CONDITIONS**

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and, if operational, the Lite Up Texas program administered by the Public Utility Commission of Texas.
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the service area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

### **SECTION 38. APPEALS PROCESS**

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with Section 5.405 the State Rules.

### **SECTION 39. USE OF ALCOHOLIC BEVERAGES**

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

### **SECTION 40. FORCE MAJURE**

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

### **SECTION 41. ALTERNATIVE DISPUTE RESOLUTION**

In accordance with Section 2306.082 of the Texas Government Code, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

### **SECTION 42. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

### **SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES**

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

**SECTION 44. NUMBER, GENDER**

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

**SECTION 45. NOTICE**

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

**As to Department:**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
P. O. Box 13941  
Austin, Texas 78711-3941  
Attention: Michael De Young  
Telephone: (512)- 475-2125  
Fax: (512) - 475-3935  
michael.deyoung@tdhca.state.tx.us

**As to Subrecipient:**

Texoma Council of Governments  
1117 Gallagher Dr  
Sherman, TX 750903108  
Attention: Susan Thomas, Executive Director  
Telephone: (903) 813-3512 Fax: (903) 813-3511 Email: sthomas@texoma.cog.tx.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

**SECTION 46. VENUE AND JURISDICTION**

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **January 01, 2016**

**SUBRECIPIENT:**

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

By:  
Title:  
Date:

**DEPARTMENT:**

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

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

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **58160002355** FOR THE  
FY 2016 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
(CFDA # 93.568)

**ADDENDUM A**

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

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

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

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

**STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE**

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

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

**SUBRECIPIENT:**

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

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **58160002355** FOR THE  
FY 2016 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
(CFDA # 93.568)

**ADDENDUM B**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

*This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.*

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

**SUBRECIPIENT:**

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

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **58160002355** FOR THE  
FY 2016 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
(CFDA # 93.568)

**ADDENDUM C**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

**SUBRECIPIENT:**

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

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **58160002355** FOR THE  
FY 2016 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
(CFDA # 93.568)

**ADDENDUM D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

***"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION - SUBCONTRACTS/LOWER TIER COVERED TRANSACTIONS***

- (1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*
- (2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

**LOWER TIER PARTICIPANT/SUBCONTRACTOR:**

\_\_\_\_\_  
*[Signature]*  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

**SUBRECIPIENT:**

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

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58160002355 FOR THE**  
**FY 2016 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**

**EXHIBIT A**  
**BUDGET**

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

**DEPARTMENT FINANCIAL OBLIGATIONS**

<b>\$ 651,221.00</b>	CEAP FUNDS CURRENTLY AVAILABLE
<b>\$ 1,200.00</b>	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

BUDGET CATEGORY	FUNDS	%
Administration	\$ 40,701.00	-
Direct Services	\$ 609,320.00	-
<b>TOTAL CEAP BUDGET</b>	<b>\$ 650,021.00</b>	<b>-</b>

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 284,431.00	46.68
Utility Assistance	\$ 284,430.00	46.68
Program Services	\$ 40,459.00	6.64
<b>TOTAL DIRECT SERVICES</b>	<b>\$ 609,320.00</b>	<b>100.00</b>

Subrecipient's service area consists of the following Texas counties:

**COOKE, FANNIN, GRAYSON**

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.25% of the Contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 6.64%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

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

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

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

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **58160002355** FOR THE  
FY 2016 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
(CFDA # 93.568)

**EXHIBIT B**  
**PRWORA REQUIREMENTS**

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

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

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

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." If Subrecipient claims "non-profit, charitable status Subrecipient shall supply TDHCA with any requested information Department believes is necessary to verify that Subrecipient is a non-profit charitable organization. An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. Simply holding a valid 501(c)(x) designation is not sufficient. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations.

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

**Subrecipient shall:**

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), <http://www.uscis.gov/save/what-save/save-webinars>, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

(e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=0d37dff79029310VgnVCM100000082ca60aRCRD&vgnnextchannel=0d37dff79029310VgnVCM100000082ca60aRCRD>

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;

(j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at [http://www.uscis.gov/USCIS/Verification/SAVE/SAVE Native Documents/Fact Sheet HowToCorrectYourRecordswith USCIS.pdf](http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf) (subject to revision and reposting on the SAVE Website and Online Resources);

(l) Comply with the Privacy Act, 5 U.S.C. §552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS - USCIS is posted at [http://www.uscis.gov/USCIS/Verification/SAVE/SAVE Native Documents/Fact Sheet HowToCorrectYourRecordswith USCIS.pdf](http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf), (subject to revision and reposting on the SAVE Website and Online Resources);

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

## (2) Monitoring and Compliance.

(a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

(b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

(c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

(d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit C and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit C and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit C, SAVE Program procedures or other applicable law, regulation or policy.

#### Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Contract may be subject to criminal penalties.

#### Third Party Liability.

(1) Each party to this contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

#### Points of Contact

Michael De Young  
Director of Community Affairs Division  
Texas Department of Housing and Community Affairs  
Community Affairs Division  
P.O. Box 13941  
Austin, TX 78711-3941  
Phone: (512) 475-0471  
Email: [michael.deyoung@tdhca.state.tx.us](mailto:michael.deyoung@tdhca.state.tx.us)

USCIS SAVE Program MS 2620  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Washington, DC 20529-2620  
ATTN: SAVE Operations  
Phone: (888) 464-4218  
Email: [saveregistration@dhs.gov](mailto:saveregistration@dhs.gov)

USCIS SAVE Monitoring and Compliance MS 2640  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Washington, DC 20529-2640  
Phone: (888) 464-4218  
Email: [save.monitoring@dhs.gov](mailto:save.monitoring@dhs.gov)

TEXOMA COUNCIL OF GOVERNMENTS  
Statement of Revenues and Expenditures  
From 2/1/2016 Through 2/29/2016

20 - CLIENT SERVICES  
267 - CEAP 1/1/16 TO 12/31/16-58160002355

FEBRUARY, 2016

		<u>Total Budget</u>	<u>Current Period Actual</u>	<u>Project-to-Date Actual</u>	<u>Budget Balance</u>	<u>Percent Budget Balance</u>
<b>Revenues</b>						
6001	FEDERAL FUNDS	<u>651,221.00</u>	<u>0.00</u>	<u>45,349.07</u>	<u>(605,871.93)</u>	<u>(93.04)%</u>
	Total Revenues	<u>651,221.00</u>	<u>0.00</u>	<u>45,349.07</u>	<u>(605,871.93)</u>	<u>(93.04)%</u>
<b>Expenses</b>						
<b>ADMINISTRATION</b>						
8002	DIRECT SALARIES ADMIN	16,285.00	1,473.09	3,291.92	12,993.08	79.79%
8102	EMPLOYEE BENEFITS ADMIN	3,995.00	695.30	1,553.78	2,441.22	61.11%
8302	G&A INDIRECT COST ADMIN	9,390.00	2,022.29	4,365.22	5,024.78	53.51%
8402	ON SITE INDIRECT COST ADMIN	11,027.00	1,018.18	2,197.79	8,829.21	80.07%
8502	SUPPLIES ADMIN	<u>0.00</u>	<u>84.42</u>	<u>84.42</u>	<u>(84.42)</u>	<u>0.00%</u>
	Total ADMINISTRATION	40,697.00	5,293.28	11,493.13	29,203.87	71.76%
<b>PROGRAM SERVICES</b>						
8003	DIRECT SALARIES PROG SUPT	27,500.00	4,141.29	8,827.03	18,672.97	67.90%
8103	EMPLOYEE BENEFITS PROG SUPT	7,718.00	1,954.69	4,166.36	3,551.64	46.02%
8203	TRAVEL PROG SUPT	3,000.00	113.85	113.85	2,886.15	96.20%
8503	SUPPLIES PROG SUPT	<u>2,245.00</u>	<u>199.76</u>	<u>468.15</u>	<u>1,776.85</u>	<u>79.15%</u>
	Total PROGRAM SERVICES	40,463.00	6,409.59	13,575.39	26,887.61	66.45%
<b>DIRECT SERVICES</b>						
8840	HOUSEHOLD CRISIS	284,431.00	1,832.07	1,940.98	282,490.02	99.32%
8841	UTILITY ASSISTANCE	<u>284,430.00</u>	<u>27,340.86</u>	<u>29,190.37</u>	<u>255,239.63</u>	<u>89.74%</u>
	Total DIRECT SERVICES	<u>568,861.00</u>	<u>29,172.93</u>	<u>31,131.35</u>	<u>537,729.65</u>	<u>94.53%</u>
	Total Expenses	<u>650,021.00</u>	<u>40,875.80</u>	<u>56,199.87</u>	<u>593,821.13</u>	<u>91.35%</u>
	Net Income/Loss	<u>1,200.00</u>	<u>(40,875.80)</u>	<u>(10,850.80)</u>	<u>(12,050.80)</u>	<u>(1,004.23)%</u>

**TO:** TCOG Governing Board  
**THRU:** Allison Minton, Client Services Director *AM*  
**FROM:** Judy Fullylove, Energy Services Program Manager *JF*  
**DATE:** May 9, 2016  
**RE:** U. S. Department of Energy (DOE) Contract

### **RECOMMENDATION**

Ratify the amended contract with DOE for the Weatherization Assistance Program (WAP) funding.

### **BACKGROUND**

The DOE WAP Program provides for repairs which reduce utility costs by minimizing the infiltration of air. The program can be provided to both owner-occupied and renter-occupied units and provides such energy improvements as insulation in the attic, walls, and floors, caulking, weather-striping, and repair or replacement of heating and air-conditioning units. All improvements must be verified as necessary in accordance with the required WAP energy audit. The WAP program serves the following 15 counties: Bowie, Camp, Cass, Cooke, Delta, Fannin, Franklin, Grayson, Hopkins, Lamar, Marion, Morris, Rains, Red River, and Titus.

### **DISCUSSION**

Funds will provide weatherization applications to the homes of eligible clients in the 15 county service area and may be combined with other funds to provide maximum weatherization benefits. Contract period is July 21, 2015 through June 30, 2016. The amendment provides \$32,702 of additional dollars bringing total from \$159,857 to \$ 192,559.

### **BUDGET**

Total budget amount is \$192,599 and includes funds for weatherizing homes, mandatory Training & Technical Assistance, outreach and staff support.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**AMENDMENT NO. 2 TO CONTRACT NUMBER 56150002277**  
**U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM (CFDA#81.042)**

This Amendment to U. S. Department of Energy Weatherization Assistance Program Contract Number **56150002277** 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", is executed on the respective dates indicated to ratify, confirm and acknowledge the execution date of this Amendment to be **February 01, 2016**.

**RECITALS**

WHEREAS, the Department and Subrecipient, respectively, executed that U. S. Department of Energy Weatherization Assistance Program Contract Number **56150002277** 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:

**SECTION 1.**

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

"Section 4. E. Department Obligations. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of **\$192,559.00**."

**SECTION 2.**

The following Contract sections and exhibits are hereby amended as follows:

1. Exhibit A. Budget And Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.

**SECTION 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.

**SECTION 4.**

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

**SECTION 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.

**SECTION 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.

**SECTION 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.

**SECTION 8.**

This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

**SECTION 9.**

This Amendment shall be effective and memorializes an effective date of **February 01, 2016.**

WITNESS OUR HAND EFFECTIVE: **February 01, 2016**

**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. 2 TO CONTRACT NUMBER 56150002277**  
**U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM (CFDA#81.042)**

EXHIBIT A  
 BUDGET AND PERFORMANCE STATEMENT

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

**DEPARTMENT FINANCIAL OBLIGATIONS**

<u>\$ 182,559.00</u>	DOE WAP FUNDS CURRENTLY AVAILABLE
<u>\$ 10,000.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 182,559.00</u>	TOTAL ANTICIPATED DOE WAP FUNDS
<u>\$ 10,000.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

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

**BUDGET FOR AVAILABLE ALLOCATIONS** <sup>1</sup>

CATEGORIES	FUNDS
<sup>2</sup> Administration	\$ 19,256.00
<sup>3</sup> Liability / Pollution Occurrence Insurance	\$ 4,371.00
Fiscal Audit	\$ 800.00
Materials / Program Support / Labor	\$ 126,506.00
<sup>4</sup> Health and Safety	\$ 31,626.00
<b>SUB-TOTAL</b>	<b>\$ 182,559.00</b>
<sup>5</sup> Training and Technical Assistance	\$ 10,000.00
<b>TOTAL</b>	<b>\$ 192,559.00</b>

**FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:**

<sup>1</sup> 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. Subrecipients are limited to two (2) requested budget amendments during the current Contract Term. **Only those written request(s) from the subrecipients received at least forty-five (45) days prior to the end of the Contract Term will be reviewed. TDHCA may decline to review written requests received during the final forty-five (45) days of the Contract Term.**

- 2 Denotes maximum dollar amount permitted for administration based on **10.00%** of the total allowable expenditures excluding travel for training.
- 3 Denotes maximum \$2,000 for liability insurance and the remaining balance for pollution occurrence insurance.
- 4 Denotes the maximum allowed for Health and Safety expenditures.
- 5 Department approved training / travel only. The Department must pre-approve any training and travel expenses.

## **PERFORMANCE**

Subrecipient's service area consists of the following Texas counties:

**BOWIE, CAMP, CASS, COOKE, DELTA, FANNIN, FRANKLIN, GRAYSON, HOPKINS,  
LAMAR, MARION, MORRIS, RAINS, RED RIVER, TITUS**

Work orders must be submitted to weatherization contractors no later than June 30, 2016 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than July 30, 2016.

Subrecipient may incur costs associated with the closeout of this Contract. These activities include but are not limited to: payment of invoices, and quality assurance activities for a period no to exceed 45 days from the end of the Contract Term defined in Section 2 of this Contract.

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

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed \$7,105.00 total cost per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

TEXOMA COUNCIL OF GOVERNMENTS  
DOE 2015  
From 2/1/2016 Through 2/29/2016

20 - CLIENT SERVICES  
294 - DOE 56150002277 7/21/15-6/30/16

		FEBRUARY, 2016			Percent	
		Total Budget	Current Period Actual	Project-to-Date Actual	Budget Balance	Budget Remaining
<b>REVENUES</b>						
6001	FEDERAL FUNDS	<u>159,857.00</u>	<u>0.00</u>	<u>133,570.09</u>	<u>(26,286.91)</u>	<u>(16.44)%</u>
	Total REVENUES	<u>159,857.00</u>	<u>0.00</u>	<u>133,570.09</u>	<u>(26,286.91)</u>	<u>(16.44)%</u>
<b>EXPENSES</b>						
<b>ADMINISTRATION</b>						
8002	DIRECT SALARIES ADMIN	7,690.00	0.00	7,736.02	(46.02)	(0.60)%
8102	EMPLOYEE BENEFITS ADMIN	3,684.00	0.00	3,651.39	32.61	0.89%
8302	G&A INDIRECT COST ADMIN	2,082.00	0.00	2,983.48	(901.48)	(43.30)%
8402	ON SITE INDIRECT COST ADMIN	<u>2,530.00</u>	<u>0.00</u>	<u>1,402.93</u>	<u>1,127.07</u>	<u>44.55%</u>
	Total ADMINISTRATION	15,986.00	0.00	15,773.82	212.18	1.33%
<b>PROGRAM SUPPORT</b>						
8003	DIRECT SALARIES PROG SUPT	11,820.00	1,708.02	11,117.91	702.09	5.94%
8103	EMPLOYEE BENEFITS PROG SUPT	5,670.00	806.18	5,247.64	422.36	7.45%
8203	TRAVEL PROG SUPT	3,600.00	614.87	3,734.80	(134.80)	(3.74)%
8303	G&A INDIRECT COST PROG SPT	3,070.00	615.23	4,004.65	(934.65)	(30.44)%
8403	ON SITE INDIRECT COST PROG SPT	3,900.00	309.75	2,016.25	1,883.75	48.30%
8503	SUPPLIES PROG SUPT	2,900.00	218.53	3,433.62	(533.62)	(18.40)%
8602	SUBCONTRACT LABOR	36,000.00	4,740.20	34,452.45	1,547.55	4.30%
8603	SUBCONTRACT MATERIAL	<u>36,000.00</u>	<u>4,959.30</u>	<u>37,240.85</u>	<u>(1,240.85)</u>	<u>(3.45)%</u>
	Total PROGRAM	102,960.00	13,972.08	101,248.17	1,711.83	1.66%
<b>HEALTH &amp; SAFETY</b>						
8604	SUBCONTRACT H&S	<u>25,740.00</u>	<u>2,810.00</u>	<u>17,505.00</u>	<u>8,235.00</u>	<u>31.99%</u>
	Total HEALTH & SAFETY	25,740.00	2,810.00	17,505.00	8,235.00	31.99%
<b>AUDIT SERVICES</b>						
9804	Audit Services	(3,571.00)	0.00	0.00	(3,571.00)	100.00%
	Total AUDIT SERVICES	(3,571.00)	0.00	0.00	(3,571.00)	100.00%
<b>LIABILITY POLLUTION INS</b>						
9808	Insurance & Bonding	<u>8,742.00</u>	<u>0.00</u>	<u>2,435.48</u>	<u>6,306.52</u>	<u>72.14%</u>
	Total LIABILITY	8,742.00	0.00	2,435.48	6,306.52	72.14%
<b>TRAINING-TRAVEL</b>						
8201	TRAVEL	<u>10,000.00</u>	<u>0.00</u>	<u>390.00</u>	<u>9,610.00</u>	<u>96.10%</u>
	Total TRAINING-TRAVEL	<u>10,000.00</u>	<u>0.00</u>	<u>390.00</u>	<u>9,610.00</u>	<u>96.10%</u>
	Total EXPENSES	<u>159,857.00</u>	<u>16,782.08</u>	<u>137,352.47</u>	<u>22,504.53</u>	<u>14.08%</u>
<b>NET INCOME/LOSS</b>		<u>0.00</u>	<u>(16,782.08)</u>	<u>(3,782.38)</u>	<u>(3,782.38)</u>	<u>0.00%</u>

**TO:** TCOG Governing Board  
**THRU:** Dr. Randy McBroom, Deputy Executive Director *JM*  
**FROM:** CJ Durbin-Higgins, Public Safety Program Manager *CJDA*  
**DATE:** May 9, 2016  
**RE:** Office of the Governor (OOG), Homeland Security Grant Division (HSGD) Award Resolution

**RECOMMENDATION**

Approve the resolution in regard to the FY2016 Homeland Security Grant Application

**BACKGROUND**

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

**DISCUSSION**

Per the Request for Application for FY2016 Homeland Security Projects, the TCOG Board must approve the attached Resolution in order to receive the funding for FY2016 Homeland Security Projects. The FY2016 Homeland Security Projects were approved at the TCOG Board meeting on February 18, 2016.

**BUDGET**

The final allocation for FY2016 was reduced by 4.9% as compared to FY2015.

**WHEREAS,** The Texoma Council of Governments finds it in the best interest of the citizens of Cooke, Fannin and Grayson Counties that the TCOG FY16 Regional Planning Project, FY16 Regional LETPA Interoperable Communications Project and the FY16 Regional SHSP Interoperable Communications Project be operated for the FY 2016; 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 Susan B. Thomas Ph.D., Executive Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that The Texoma Council of Governments approves submission of the grant application for the TCOG FY16 Regional Planning Project, FY16 Regional LETPA Interoperable Communications Project and the FY16 Regional SHSP Interoperable Communications Project to the Office of the Governor.

Signed by:

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

Grant Number: 2969002, 3113601 and 3124101

**FY16 Texoma Regional Projects**  
**( Final Amount = \$244,891.48)**

				<b>FY15 Regional Allocation</b> <b>\$256,995.08</b>	<b>Estimated FY16 Allocation</b> <b>(SHSP FY16 Est = \$231,295.57)</b> <b>(LETPA FY16 Est = \$77,098.52)</b> <b>\$308,394.10</b>	<b>Final FY16 Allocation</b> <b>4.9% reduction from FY15</b> <b>25.9% reduction from FY16 Est</b> <b>(SHSP FY16 = \$183,668.61)</b> <b>(LETPA FY16 = \$61,222.87)</b> <b>\$244,891.48</b>
<b>Jurisdiction</b>	<b>50% Risk</b>	<b>50% Pop</b>	<b>TOTAL</b>	<b>\$206,995.08</b>	<b>\$258,394.10</b>	<b>\$194,891.48</b>
Bonham	7.60%	5.24%	6.42%	\$13,292.47	\$16,593.13	\$12,515.22
Cooke Co	14.97%	11.61%	13.29%	\$27,511.03	\$34,342.30	\$25,902.38
Denison	9.12%	11.74%	10.43%	\$21,590.84	\$26,952.07	\$20,328.36
Fannin Co	14.50%	12.31%	13.41%	\$27,751.53	\$34,642.52	\$26,128.81
Gainesville	13.45%	8.28%	10.87%	\$22,491.73	\$28,076.66	\$21,176.57
Grayson	22.57%	30.88%	26.73%	\$55,325.26	\$69,063.09	\$52,090.23
Sherman	17.78%	19.94%	18.86%	\$39,032.22	\$48,724.33	\$36,749.90
			100.00%	\$206,995.08	\$258,394.10	\$194,891.48
TCOG Planning	\$50,000			\$50,000.00	\$50,000.00	\$50,000.00
<b>Grand Totals</b>				<b>\$256,995.08</b>	<b>\$308,394.10</b>	<b>\$244,891.48</b>

**TO:** TCOG Governing Board  
**THRU:** Dr. Randy McBroom, Deputy Executive Director *RM*  
**FROM:** CJ Durbin-Higgins, Public Safety Program Manager *CJDA*  
**DATE:** May 9, 2016  
**RE:** Office of the Governor's Criminal Justice Division FY2017 Prioritized Projects

**RECOMMENDATION**

Authorize the recommendations from the TCOG Criminal Justice Advisory Committee (CJAC) results from the scoring and ranking of applicants for the following funding categories for Funding Year (FY) 2017:

- Criminal Justice Program
- General Juvenile Justice & Delinquency Prevention Program Solicitation
- General Victim Assistance Direct Service Program Solicitation
- Violent Crimes against Women Criminal Justice & Training Projects

**BACKGROUND**

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

**DISCUSSION**

On April 13, 2016 the TCOG CJAC held a meeting to review, score, and prioritize the certified applications for FY2017 OOG, CJD funding. (See attached application project summaries and score results).

**The TCOG CJAC recommends for approval the score/ranking of 2016 projects for submission to the Office of the Governor's, Criminal Justice Division.**

**BUDGET**

No Budget Impact

**4/13/2016 CJAC Results for  
FY2017 CJD Grant Applications**

**FY 2017 CJD VA-Criminal Justice Program**

	<b>Abigail's Arms Abigail's Arms Assistance Grant #3132901 - \$214,268</b>	<b>Fannin County Family Crisis Center Crime Victim Assistance #2811603 - \$135,687</b>	<b>Grayson County Women's Crisis Line Hospital Advocacy Project #3127701 - \$156,846</b>
<b>FINAL SCORE</b>	94.9375	100.0000	93.8750
<b>RANK</b>	2	1	3

**FY 2017 CJD DJ-Criminal Justice Program**

	<b>Bonham PD Ticket Writer #3130001 - \$30,601</b>	<b>Gainesville PD Portable Radios #3056701 - \$34,452</b>	<b>Howe PD Patrol Vehicle #3066701 - \$44,096.49</b>	<b>Tioga PD Patrol Vehicle #3029701 - \$42,156.84</b>	<b>Van Alstyne PD Portable Radios #3080001 - \$37,703.25</b>	<b>Whitesboro PD Patrol Car Laptop Upgrade #3133201 - \$26,395.65</b>
<b>FINAL SCORE</b>	93.0000	95.0000	89.7222	93.5000	93.5556	92.3333
<b>RANK</b>	4	1	6	3	2	5

**FY 2017 CJD JA-Criminal Justice Program**

	<b>Fannin County Juvenile Services Structured Family Therapy #2806203 - \$40,000</b>
<b>FINAL SCORE</b>	98.0500
<b>RANK</b>	1

**FY 2017 CJD WF-Criminal Justice Program**

	<b>Grayson County Domestic Violence Investigator Program #1344919 - \$33,536.25</b>
<b>FINAL SCORE</b>	99.7619
<b>RANK</b>	1

**Grant Summary**

**Agency Name:** Abigail's Arms, Cooke County Family Crisis Center  
**Grant/App:** 3132901 **Start Date:** 10/1/2016 **End Date:** 9/30/2017  
**Fund Source:** VA-Victims of Crime Act Formula Grant Program  
**Project Title:** Abigail's Arms Assistance Grant  
**Address Line 1:** PO Box 1221  
**Address Line 2:** 1600 N Aspen Rd.  
**City/State/Zip:** Gainesville Texas 76241-1221  
**Headquarter County:** Cooke  
**Counties within Project's Impact Area:** Cooke, Denton, Fannin, Grayson, Montague, Wise

**Narrative Information**

Information related to this program is in the CJD funding announcement for the General Victims Assistance Direct Services Program.

**A. Focus Areas**

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims. 100

Law Enforcement – any public agency charged with policing functions. 0

Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders. 0

Court – any civil or criminal court system. 0

Other – any initiative that indirectly affects victims (e.g., developing protocols and procedures). 0

**B. Culturally Competent Victim Restoration**

Provide information in this section regarding how your organization is culturally competent when providing services to victims. Domestic violence and sexual assault occur across cultures and, as such, agencies must provide culturally sensitive services. First point of contact is often a 24/7 hotline. All staff answering the hotline are trained in protocols to allow hotline services in a variety of languages as needed by the victim. Staff receive ongoing cultural competency training to educate and inform on issues of ethnic diversity, cultural values, LGBTQ sensitivity, mental illness, substance abuse, etc. Staff understands that services will be accessible and beneficial to all victims of domestic and/or sexual abuse and are trained to remove barriers and advocate for victims in all circumstances. All board members and staff are trained on the inclusive nature of policies and procedures and the importance of providing individualized services and support.

**C. Culturally Specific and Underserved Populations**

Does your program have a primary focus on serving a culturally specific population? X No

If you answered 'YES' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter 'N/A'. N/A

**D. Victim Referral Process**

Describe how victims are referred to your agency.

Abigail's Arms works in tandem with various community collaborations such as; law enforcement, the medical community, the district attorney's office and other social service agencies to provide information and serve as a referral source. Additionally, Abigail's Arms reaches out to schools, faith-based institutions and civic organizations to inform educate and do outreach. Victims are referred from all groups listed above, as well as our website, call-ins/walk-ins.

**E. Sustainment**

How many additional years, beyond this request, do you plan to request continuation funding? 10

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; N/A

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible:

This project is an integral part of our services. To sustain this project we will rely on unrestricted funds in our budget, if an award is not in place to provide assistance.

**Civil Rights Liaison**

Kim Cook

1600 Aspen Rd. Gainesville, TX 76240 mailing: P.O. Box 1221 Gainesville, TX 76241

940-665-2873

**Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Announcement-amended and CJD Comprehensive Certification and Assurances to be eligible for this program.

X I certify to all of the above requirements.

**Project Abstract:**

In order to increase victim services and accommodate a 50-100% residential client influx, Abigail's Arms Cooke County Family Crisis Center, a victims' services agency, is applying for funding. The funding will assist victims of crime in the intervention and aftercare of a victimization. Abigail's Arms is the community's only resource for victims of violent crimes serving the entirety of Cooke County. The ongoing need for client-centered services is always a necessity.

**Problem Statement:**

Domestic violence and sexual assault cross all socio-economic and geographic lines. However, the per capita rate of domestic violence and sexual assault victimization is higher in rural areas. Due to the isolated geographical landscape a greater preponderance is posed and an increased sense of power, control and manipulation emerges from abusive partners. Rural survivors often lack a clear understanding of the definition of domestic violence in all its many forms, especially those that are non-physical. They are also frequently uninformed about their rights and access to resources. Rural women overwhelmingly report that the greatest barriers to leaving their abusers include low-functioning or limited education, establishing and maintaining a salary-sufficient career and transportation. The prevailing barriers that survivors encounter arbitrarily cause a distinctive intersection between their lack of resources, economic stability and inability to discourage first time perpetration in their children, thus unknowingly perpetrating cycles of generational violence.

**Supporting Data:**

County totals include violent crimes including but not limited to family violence, rape, stalking, dating violence, murder, aggravated assault, etc. Cooke County----247 \* \*Source: Texas Department of Public Safety: Crime in Texas 2013. Abigail's Arms provided 450 victim services - September 1 2012-August 31, 2013 \*\*Source: Integrated Tracking System- Health and Human Services Commission 2014, VOCA statistical information.

**Project Approach & Activities:**

This project addresses the distinct and unmet needs not adequately covered by other funding. The activities will focus on the intervention and aftercare of the victims' needs to help insure that the violent cycle is interrupted, addressed and realigned to yield positive outcomes. Best practices have informed us that intervention and aftercare activities are crucial to breaking the cycle of violence that victims are subject to. This project will fund psycho-education, peer-based groups and activities to victims of crime and their families. Activities include but are not limited to; advocacy, life skills, parenting, healthy relationships, bullying, self-esteem, bystander response, self-care and youth leadership.

**Capacity & Capabilities:**

With over 30 years in service and over 20 years' experience in managing local, state and federal grant funding, Abigail's Arms maintains high integrity regarding having the capacity and capability to effectively manage this project's award. Additionally, Abigail's Arms maintains a 9,000 sq. ft. 24-hr. emergency, residential facility for victims of crime. The services provided in this facility are supported by trained advocates.

**Performance Management:**

Abigail's Arms utilizes client-driven pre/posttests, individual interviews, surveys, questionnaires, annual evaluations, multidisciplinary staff meetings and individual supervision time for performance management.

**Data Management:**

Abigail's Arms currently uses the OSNIUM software system as the tracking database for clients. This allows for not only output information, but unique notes assessment information, and other tools to assist in documenting the progress of each client.

Additionally clients complete pre- and post-test and assessment information, self-evaluations, and client satisfaction surveys that are reviewed by the care team. From these reviews additional or specifically targeted care and therapy can be developed more fully.

**Target Group:**

Victims of violent crimes and their families in a residential setting or an after-care atmosphere.

**Evidence-Based Practices:**

Abigail's Arms is designed on evidence-based practices for serving victims of crime. The agency is a sound 3 tiered model of prevention, intervention and after-care to meet the comprehensive and holistic needs of victims. All of the services are victim-friendly and derive from trauma-informed care, an evidenced-based, organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma.

**Project Activities Information**

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%): 15

Domestic Abuse Percentage (%): 55

Child Abuse Percentage (%): 10

Adults Molested as Children Percentage (%): 5

Elder Abuse Percentage (%): 5

Stalking Percentage (%): 5

Dating/Acquaintance Violence Percentage (%): 5

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
<u>Crisis Services</u>	<u>15.00</u>	<u>Advocacy, Hotline, crisis counseling, information and referral, transportation and accompaniment.</u>
<u>Peer Support Groups</u>	<u>25.00</u>	<u>Life skills, parenting, healthy relationships, bullying, self-esteem, bystander response, self-care and leadership support groups will be provided for victims of crime.</u>
<u>Professional Therapy and Counseling</u>	<u>20.00</u>	<u>Individual, group and family counseling will provided for victims of crime.</u>
<u>Shelter</u>	<u>40.00</u>	<u>Emergency shelter for victims and their families providing food, clothing and access to resources and support.</u>

**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
Average length of stay in shelter (in days).	<u>30</u>
Number of counseling hours provided to survivors.	<u>150</u>
Number of secondary victims / survivors provided shelter.	<u>25</u>
Number of support group sessions held.	<u>165</u>
Number of victims / survivors provided shelter.	<u>100</u>
Number of victims seeking services who were not served.	<u>0</u>
Number of victims / survivors seeking services who were served.	<u>700</u>
Number of survivors assisted with crime victim compensation applications.	<u>60</u>
Number of survivors participating in support groups.	<u>100</u>

Number of survivors receiving counseling / therapy.	<u>450</u>
Number of survivors receiving crisis counseling.	<u>700</u>
Number of survivors receiving information and / or referral (in person / by phone).	<u>550</u>
Number of victims who requested shelter.	<u>350</u>

**Contract Compliance**

Will CJD grant funds be used to support any contracts for professional services? X Yes

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Abigail's Arms will provide records on a monthly basis for any charged hours (x) times the rate of pay for any and all charges accessed for the use of its requested contract labor/professional services. Client records pertaining to those residents seen by said professional staff will be available for review at Abigail's Arms (Cooke County facility) located in Gainesville, Texas. Measurements will be reviewed by Executive Director verifying all compliance records are maintained and accurate.

**Fiscal Year**

Enter the Begin Date [mm/dd/yyyy]: 9/1/2016

Enter the End Date [mm/dd/yyyy]: 8/31/2017

**Sources of Financial Support**

Enter the amount (\$) of Federal Grant Funds: 350000

Enter the amount (\$) of State Grant Funds: 309000

**Financial Capability**

Has the grant agency undergone an independent audit? X Yes

Does the organization prepare financial statements at least annually? X Yes

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities? X Yes

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award? X Yes

b) Total funds available for any budget category as stipulated on the Statement of Grant Award? X Yes

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)? X Yes

Is there separation of responsibility in the receipt, payment, and recording of costs? X Yes

**Budget Details Information**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
<u>Personnel</u>	<u>Advocate</u>	<u>Advocate 1 - This position will provide victims of crime with transportation and accompaniment services to Residential Clients. These services include various medical and job related appointments as well as court and other legal appointments. This position will also ensure basic needs are supported, including safety, security. This full time positions annual compensation is \$25,000.00 and the fringe benefit is \$1906.00 for a total of \$26906.00. The total percentage of salary for this position will be 100%. KB</u>	<u>\$26,906.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$26,906.00</u>	<u>100</u>

Personnel	Advocate	<u>Advocate 2 - This position will provide victims of crime with navigating through residential community living and life skills. This position will work an average of 48 hours per weekend. This positions annual compensation is \$25,000.00 and the fringe benefit is \$1,906.00 for a total of \$26,906.00. The total percentage of salary for this position will be 100%. TD</u>	<u>\$26,906.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$26,906.00</u>	<u>100</u>
Personnel	Advocate	<u>Advocate 3 - This position will provide victims of crime with navigating through residential community living and life skills. This position will work an average of 14 hours per week. The total compensation for this position is \$9,000.00 and the fringe amount is \$688.00 for a total of \$9,688.00. The percentage of time this position will work on this grant is 100%. KC</u>	<u>\$9,688.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9,688.00</u>	<u>100</u>
Personnel	Advocate	<u>Advocate 4 - This position will provide victims of crime with navigating through residential community living and life skills. This position will work an average of 14 hours per week. The total compensation for this position is \$9,000.00 and the fringe amount is \$688.00 for a total of \$9,688.00. The percentage of time this position will work on this grant is 100%. RS</u>	<u>\$9,688.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9,688.00</u>	<u>100</u>
Personnel	Advocate	<u>Advocate 5 - This position will provide victims of crime with navigating through residential community living and life skills. This position will work an average of 14 hours per week. The total compensation for this position is \$9,000.00 and the fringe amount is \$688.00 for a total of \$9,688.00. The percentage of time this position will work on this grant is 100%. RS</u>	<u>\$9,688.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9,688.00</u>	<u>100</u>
Personnel	Case Manager	<u>Shelter Manager - This position will provide residential clients with crisis intervention, advocacy, safety planning and information/referral. This position will also provide oversight to the residential center and its advocate staff. This full time positions annual salary is \$50,000.00 and the fringe benefit is \$3825.00 for a total of \$53,825.00. The total percentage of salary for this position is 75%. SW</u>	<u>\$40,400.00</u>	<u>\$10,000.00</u>	<u>\$30,000.00</u>	<u>\$0.00</u>	<u>\$80,400.00</u>	<u>75</u>
Personnel	Coordinator	<u>Community Outreach/Volunteer Coordinator - This position will provide volunteer coordination for the residential center. This position would be responsible</u>	<u>\$17,224.00</u>	<u>\$4,625.00</u>	<u>\$9,000.00</u>	<u>\$0.00</u>	<u>\$30,849.00</u>	<u>50</u>

		<u>for recruitment and training and supervision for the volunteers. The total annual compensation for this full time position is \$32,000.00 and the fringe benefit is \$2448.00 for a total of \$34,448.00. The total percentage of salary for this position will be 50%</u>							
<u>Supplies and Direct Operating Expenses</u>	<u>Electric, Gas, and/or Water / Wastewater</u>	<u>Includes electric, gas, and water services. This is determined by the FTE cost allocation method. These charges are based on the amount of the utilities charged in any given month based on the percentage of time grant funded personnel work on this grant.</u>	<u>\$8,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$8,000.00</u>	<u>0</u>	
<u>Contractual and Professional Services</u>	<u>Housekeeping, Custodial, Building, and Grounds-Related Services</u>	<u>This contractual custodial service will provide upkeep to the building and grounds and residential center. This includes housekeeping, maintenance, and lawn maintenance. This position will be paid at a rate of \$800.00 per month for these services.</u>	<u>\$10,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$10,000.00</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)</u>	<u>Educational Materials - These expenses include curriculums/teaching tools for residential clients. The cost for these tools would be \$500.00</u>	<u>\$500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$500.00</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)</u>	<u>Publication manuals for training new advocates and volunteers. The cost for these training materials would be \$500.00.</u>	<u>\$500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$500.00</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)</u>	<u>Safety kits for victims of crime. Cost would be for 25 kits @ \$200.00 per kit. These kits would include basic toiletries, clothing, and other necessities for victims.</u>	<u>\$5,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$5,000.00</u>	<u>0</u>	
<u>Contractual and Professional Services</u>	<u>Residential Services</u>	<u>This professional service will provide psycho-education and peer-based groups and activities to victims of crime including, but not limited to: bullying, self-esteem, bystander interventions and youth leadership. This service includes approximately 165 group sessions at \$300 per session.</u>	<u>\$50,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$50,000.00</u>	<u>0</u>	

**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
<u>Cash</u>	<u>Cash Match</u>	<u>\$14,625.00</u>
<u>Volunteer Hours</u>	<u>In Kind Match</u>	<u>\$39,000.00</u>

**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
<u>\$53,625.00</u>	<u>\$14,625.00</u>	<u>\$39,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	<u>\$60,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$60,000.00</u>
Personnel	<u>\$140,500.00</u>	<u>\$14,625.00</u>	<u>\$39,000.00</u>	<u>\$0.00</u>	<u>\$194,125.00</u>
Supplies and Direct Operating Expenses	<u>\$14,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$14,000.00</u>

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$214,500.00</u>	<u>\$14,625.00</u>	<u>\$39,000.00</u>	<u>\$0.00</u>	<u>\$268,125.00</u>

## Grant Summary

**Agency Name:** Fannin County Family Crisis Center

**Grant/App:** 2811603 **Start Date:** 10/1/2016 **End Date:** 9/30/2018

**Fund Source:** VA-Victims of Crime Act Formula Grant Program

**Project Title:** Crime Victims Assistance

**Address Line 1:** 118 E Sam Rayburn Drive

**City/State/Zip:** Bonham Texas 75418-4333

**Headquarter County:** Fannin

**Counties within Project's Impact Area:** Fannin

## Narrative Information

Information related to this program is in the CJD funding announcement for the General Victims Assistance Direct Services Program.

### A. Focus Areas

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims. 100

Law Enforcement – any public agency charged with policing functions. 0

Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders. 0

Court – any civil or criminal court system. 0

Other – any initiative that indirectly affects victims (e.g., developing protocols and procedures). 0

### B. Culturally Competent Victim Restoration

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

All victim service providers at this agency have had specialized training in cultural competency. All services are provided by trained staff and volunteers that recognize each client is unique and has different needs, feelings, ideas and barriers. In the Policy and Procedure Manual at this agency there is a policy that states no person will be discriminated against due to race, color, national origin, religion, sex, sexual orientation, disability or political belief. That policy is strictly followed by all staff and volunteers.

### C. Culturally Specific and Underserved Populations

Does your program have a primary focus on serving a culturally specific population? X No

If you answered 'YES' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter 'N/A'.

This organization has a focus on providing services to rural victims of crime. All areas in and near Fannin County are considered rural because of the lack of large cities.

### D. Victim Referral Process

Describe how victims are referred to your agency.

Victims are self-referred, by friends who have utilized the agency's services, by law enforcement, the court system, Child Protective Services and other agencies that serves the public in other capacities.

### E. Sustainment

How many additional years, beyond this request, do you plan to request continuation funding? 25

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter 'N/A']: N/A

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible:

This agency plans to continue services to crime victims with or without this grant. Other resources are utilized and will continue to be utilized. This grant makes services more easily accessible and allows advocates to put more time into each client's needs.

**Civil Rights Liaison**

Tere Curtis

118 E Sam Rayburn Drive Bonham, TX 75418

903-583-7694

**Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Announcement-amended and CJD Comprehensive Certification and Assurances to be eligible for this program.

X I certify to all of the above requirements.

**Project Abstract:**

Fannin County is a rural county with largely low income residents. When residents become victims of violent crimes the act of reporting and/or seeking services becomes laborious because of their rural location and little knowledge of the criminal justice system. When an advocate can provide necessary services, the process becomes less stressful. With a reporting rate of 650 it is logical that the actual rate of crime is much higher. The goal is to provide services and support to as many of these victims as possible so they can navigate through the criminal justice system and their own emotional process to become strong, confident and competent citizens of this community.

**Problem Statement:**

This project will target rural victims of violent crimes. A large portion of these victims are isolated, low to no income, have very little secondary education, have low self-esteem due to their circumstances and have little to no support from friends and family due to their rural location. These victims have a historically low reporting rate and often have not sought help in the past.

**Supporting Data:**

FCFCC has a proven record of providing services to 450-600 clients per year. According to 2014 (The latest data available at this time) statistics given by local law enforcement approximately 772 violent crimes were reported throughout the county. These factors demonstrate that there is a need for funding to provide services to rural victims of violent crimes.

**Project Approach & Activities:**

Victim Issues Priority A: Combat family violence and promote comprehensive victim restoration through the development and strengthening of effective law enforcement, prosecution and court strategies. Priority B: Provide direct services to victims of crime to help aid in their recovery and provide assistance through the criminal justice process.

**Capacity & Capabilities:**

With funding from this grant the agency will have seven total employees. Five employees each providing services part of their time on this grant. FCFCC owns their building, keeps it in good condition and has an alarm system with a panic button. These things provide a safe, comfortable environment for clients to receive services. The agency has van so staff and volunteers are able to assist clients who do not have transportation. FCFCC has a resource manual that is constantly updated so staff and volunteers can give clients referrals for services that cannot be provided at this agency.

**Performance Management:**

The goal of this project is to provide emergency and follow-up services to victims of violent crimes and their families. This project will support these victims by providing a 24 hour hotline, crisis intervention, assistance with: protective orders, crime victims' compensation, information and referral for other community services and professional counseling, support groups, transportation to safe shelter and venues related to victimization, volunteer training and outreach. These services will be provided on an as needed/desired basis both during the acute and the reorganization phase.

**Data Management:**

Call logs are kept by any person who answers the phone. At the end of the month all call logs are given to the Case Manager who documents each one in our Osnum database. Each client that is seen in person has an intake completed, these are given to the case manager who documents each one in Osnum. In addition, the CM assures that each client has the opportunity to receive every service available.

**Target Group:**

The target group for FCFCC is rural victims of violent crimes in and around Fannin County.

**Evidence-Based Practices:**

Each staff member and volunteer at this agency has been fully trained to provide services to crime victims. Each attends seminars provided by professionals, and uses experience to evaluate practices and services. Advocates network with other agencies to exchange ideas and experience in order to further evaluate services and trends in services.

**Project Activities Information**

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

- Sexual Assault Percentage (%): 20
- Domestic Abuse Percentage (%): 52
- Child Abuse Percentage (%): 5
- DUI / DWI Crashes Percentage (%): 1
- Survivors of Homicide Percentage (%): 1
- Assault Percentage (%): 8
- Adults Molested as Children Percentage (%): 3
- Elder Abuse Percentage (%): 2
- Robbery Percentage (%): 1
- Stalking Percentage (%): 2
- Dating/Acquaintance Violence Percentage (%): 3
- Human Trafficking Percentage (%): 2

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
<u>Follow Up Services</u>	<u>20.00</u>	<u>When a client receives Crisis Intervention, the staff or volunteer who provided the service will call the victim after a day or two to see how they are emotionally and offer more services.</u>
<u>Crisis Services</u>	<u>45.00</u>	<u>Every victim that FCFCC comes into contact with receives Crisis Intervention. This service is an attempt to calm victims and lessen their stress by knowing what their options are.</u>
<u>Legal Advocacy</u>	<u>20.00</u>	<u>Any victim that needs/wants to go through the legal system will be given information about what happens along that particular path. Advocates will accompany victims to any legal appointment/hearing related to their victimization.</u>
<u>Peer Support Groups</u>	<u>5.00</u>	<u>If victims want to attend peer support groups, they will be provided. During these groups the leader will provide necessary information about moving on with their lives and allow clients to talk with each other about problems and solutions.</u>
<u>Protective Order Assistance</u>	<u>10.00</u>	<u>Advocates explain the protective order process to victims of family violence and sexual assault. If the client wants to apply, they will be accompanied to the courthouse to talk with the attorney that takes POs before the judge. If the client meets the legal qualifications, the advocate will stay with them through the process.</u>

**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
Number of times survivors are accompanied to court.	<u>10</u>
Number of final protective orders requested.	<u>8</u>
Number of support group sessions held.	<u>6</u>
Number of temporary protective orders requested.	<u>6</u>
Number of victims seeking services who were not served.	<u>0</u>
Number of victims / survivors seeking services who were served.	<u>100</u>
Number of survivors assisted through the legal process.	<u>6</u>
Number of survivors assisted with crime victim compensation applications.	<u>5</u>
Number of survivors participating in support groups.	<u>5</u>
Number of survivors receiving crisis counseling.	<u>100</u>
Number of survivors receiving information and / or referral (in person / by phone).	<u>100</u>

### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of final protective orders granted / obtained.	6
Number of temporary protective orders granted / obtained.	8

### Contract Compliance

Will CJD grant funds be used to support any contracts for professional services? X Yes

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Contracted Housekeeping staff will be monitored visually by both Executive Director and Case Manager. That staff has signed confidentiality statements and will not have access to client information. The Bookkeeper will only have access to financial while the ED is present and at the CPA office. The CPA office has its own confidentiality policy as well as abiding by the agency policy.

### Fiscal Year

Enter the Begin Date [mm/dd/yyyy]: 9/1/2015

Enter the End Date [mm/dd/yyyy]: 8/31/2016

### Sources of Financial Support

Enter the amount (\$) of Federal Grant Funds: 191431

Enter the amount (\$) of State Grant Funds: 29533

### Financial Capability

Has the grant agency undergone an independent audit? X Yes

Does the organization prepare financial statements at least annually? X Yes

According to the organizations most recent Audit or Balance Sheet, are the current total assets greater than the liabilities? X Yes

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award? X Yes

b) Total funds available for any budget category as stipulated on the Statement of Grant Award? X Yes

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)? X Yes

Is there separation of responsibility in the receipt, payment, and recording of costs? X Yes

### Budget Details Information

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNI T/ %
<u>Contractual and Professional Services</u>	<u>Accounting, Bookkeeping, and/or Payroll Services</u>	<u>Provides monthly oversight of and reconciliation of finances for checks and balances, prepares all tax related forms. This project is 34% of the expected budget. Bookkeeping is provided once a month, taxes are prepared quarterly and annually. Billing is monthly. Total cost per year is expected to be \$3300.00.</u>	<u>\$1,795.20</u>	<u>\$448.80</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,244.00</u>	<u>0</u>
<u>Personnel</u>	<u>Case Manager</u>	<u>TC-Case Manager provides direct services, tracks statistics, provides follow-up services, oversees all client documents, provides hotline coverage on</u>	<u>\$26,897.46</u>	<u>\$6,724.37</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$33,621.83</u>	<u>36</u>

		<u>rotation. Total Salary and fringe for FY17 \$46,006.88. Total salary and fringe for FY18 with a 3% raise is 47,387.09.</u>							
<u>Personnel</u>	<u>Case Worker</u>	<u>KC-Provides direct client services, provides hotline coverage on rotation. Total Salary and fringe for FY17 \$39,605.52. Total salary and fringe for FY18 with a 3% raise is \$40,793.69.</u>	<u>\$19,295.81</u>	<u>\$4,823.95</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$24,119.76</u>	<u>30</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Cellular, Fax, Pager, and/or Office Telephone</u>	<u>34% of the expected cost of landlines/long distance for the office. A necessity in order to conduct everyday business and stay in touch with victims, and provide advocacy with law enforcement and other agencies. Billing is monthly. Total cost for FY17 is expected to be \$4,440.00 with a 3% raise in rates for FY18-\$4,573.20.</u>	<u>\$2,451.59</u>	<u>\$612.90</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,064.49</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Cellular, Fax, Pager, and/or Office Telephone</u>	<u>34% of the expected cost of the agency owned cell phone for on-call and travel. Cell phone enables staff and volunteers to provide 24 hour hotline services and to remain safe and in touch while traveling to law enforcement, hospitals and other places where victims may need on-site services. Billing is monthly. For FY17 the cost with the added line for the phone requested on this grant application is expected to be \$1,560.00 with a 3% raise in rates for FY18-\$1,606.80</u>	<u>\$861.37</u>	<u>\$215.34</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,076.71</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Cellular, Fax, Pager, and/or Office Telephone</u>	<u>Another cell phone to add to the current agency owned phone. There are six staff members in addition to volunteers passing the one phone to each other for travel and hotline duties. Another one would reduce staff time spent finding each other to trade the phone.</u>	<u>\$480.00</u>	<u>\$120.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$600.00</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Electric, Gas, and/or Water / Wastewater</u>	<u>34% of the expected cost of electricity for the office. Necessary for every day business and to provide a clean, comfortable environment for staff and clients. Billing is monthly. The total cost for both funding years is expected to be \$4,200.00 each year.</u>	<u>\$2,284.50</u>	<u>\$571.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,856.00</u>	<u>0</u>	

Supplies and Direct Operating Expenses	Electric, Gas, and/or Water / Wastewater	34% of the expected cost of natural gas for the office-necessary for every day business and to provide a clean, comfortable environment for staff and clients. Billing is monthly. The cost is expected to be \$1,050.00 per year.	\$571.20	\$142.80	\$0.00	\$0.00	\$714.00	0
Supplies and Direct Operating Expenses	Electric, Gas, and/or Water / Wastewater	34% of the expected cost of water/sewage for the office. Necessary for every day business and to provide a clean, comfortable environment for staff and clients. Billing is monthly. The cost is expected to be \$540.00 each year.	\$293.76	\$73.44	\$0.00	\$0.00	\$367.20	0
Personnel	Executive Director	CP-Executive Director oversees all project activities, administrates grant funds, provides day-to-day financial oversight, provides direct services to clients, hotline on rotation. Total Salary and fringe for FY17 is \$60,038.40. Total salary and fringe for FY18 with a 3% raise is \$61,839.55.	\$32,175.78	\$8,043.94	\$0.00	\$0.00	\$40,219.72	33
Contractual and Professional Services	Housekeeping, Custodial, Building, and Grounds-Related Services	Housekeeping service will provide a clean, safe environment where victims receive crisis services. Cleaning service will clean the office every week at \$60.00. Housekeeping service is paid each time the service is provided.	\$2,496.00	\$624.00	\$0.00	\$0.00	\$3,120.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage for staff to meet VOCA clients at various offices, transport to victimization related appointments and safe shelter. 200 miles per year at the current state rate of .54 a mile.	\$172.80	\$43.20	\$0.00	\$0.00	\$216.00	0
Travel and Training	In-State Incidentals and/or Mileage	34% of the insurance cost for the agency van used to meet clients as various offices, transport VOCA clients to and from victimization related appointments and safe shelter. Total cost of insurance is \$1,317.00 per year.	\$716.45	\$179.11	\$0.00	\$0.00	\$895.56	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	For FY17 and FY18 conference registration fees for two VOCA staff to attend a state sponsored training-\$1,200.00 Registration fee for ED or CM to attend state sponsored ED	\$1,240.00	\$310.00	\$0.00	\$0.00	\$1,550.00	0

		<u>Conference \$350.00. These trainings allow advocates to stay abreast of new and innovative service trends as well as network with other programs to assess their own ideas and services.</u>							
<u>Travel and Training</u>	<u>In-State Registration Fees, Training, and/or Travel</u>	<u>Hotel room for two VOCA staff to attend a state sponsored training for six nights for FY17 is expected to be \$767.28, for FY18 \$790.30 and a hotel room for ED or CM to attend state sponsored ED Conference for one night is expected to be \$159.88 for FY17, \$164.68 for FY18. This allows advocates to stay at the hotels where the trainings are being held and reduce the cost and time driving around in the cities.</u>	<u>\$1,505.71</u>	<u>\$376.43</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,882.14</u>	<u>0</u>	
<u>Travel and Training</u>	<u>In-State Registration Fees, Training, and/or Travel</u>	<u>For two years mileage cost to and from Austin for State sponsored training for two staff 560 miles at .54 a mile-\$604.80 and mileage for the ED or CM to attend state sponsored ED Conference 560 miles at .54 per mile-604.80 Advocates will travel together to reduce the cost of mileage.</u>	<u>\$967.68</u>	<u>\$241.92</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,209.60</u>	<u>0</u>	
<u>Travel and Training</u>	<u>In-State Registration Fees, Training, and/or Travel</u>	<u>For two years-Per diem for two VOCA staff to attend a state sponsored training-\$36.00 a day for six days-\$432.00 each and per diem for the ED or CM to attend state sponsored ED Conference-\$36 a day for two days-72.00.</u>	<u>\$806.40</u>	<u>\$201.60</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,008.00</u>	<u>0</u>	
<u>Personnel</u>	<u>Liaison</u>	<u>CC-Provides weekend and holiday hotline coverage. Provides direct client services. Total Salary and fringe for FY17 \$13,593.03. Total salary and fringe for FY18 with a 3% raise is 14,000.82</u>	<u>\$16,556.31</u>	<u>\$4,139.08</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$20,695.39</u>	<u>75</u>	
<u>Personnel</u>	<u>Liaison</u>	<u>PL-Provides hotline coverage on weekends and holidays. Provides direct client services. Total salary and fringe for FY17 is \$13,593.03. Total salary and fringe for FY18 with a 3% raise is \$14,000.82.</u>	<u>\$16,556.31</u>	<u>\$4,139.08</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$20,695.39</u>	<u>75</u>	
<u>Contractual and</u>	<u>Non-Substance Abuse-</u>	<u>A professional counselor to provide two sessions per month to VOCA clients. At</u>	<u>\$2,880.00</u>	<u>\$720.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,600.00</u>	<u>0</u>	

<u>Professional Services</u>	<u>Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services</u>	<u>\$75.00 per session the total cost for two years is \$3,600.00.</u>							
<u>Supplies and Direct Operating Expenses</u>	<u>Office Equipment and/or Furniture (\$5,000 or less per unit)</u>	<u>A sofa for a counseling office where VOCA clients are provided services. Total cost \$750.00</u>	<u>\$600.00</u>	<u>\$150.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$750.00</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Office Supplies (e.g., paper, postage, calculator)</u>	<u>34% of the expected cost of general office supplies &amp; postage for both funding years is expected to be \$8,000.00. These supplies are necessary to conduct every day business, get information to victims, assist in advocacy, document activities and prepare for training classes. Supplies are used at various rates and paid for at that time.</u>	<u>\$2,176.00</u>	<u>\$544.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,720.00</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Printer, Fax, and/or Scanner Equipment and Accessories (\$5,000 or less per unit)</u>	<u>34% of the cost of the copier lease/repair contract. This is necessary to conduct every day business, assist clients, hand out information to other agencies, and prepare training materials. Billing is monthly. For FY17 the total cost is expected to be \$1,352.00 with a 3% raise in rates for FY18-\$1,392.56</u>	<u>\$746.52</u>	<u>\$186.63</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$933.15</u>	<u>0</u>	
<u>Contractual and Professional Services</u>	<u>Security and Monitoring Services</u>	<u>34% of the cost of monitoring the security system to keep staff, volunteers and clients safe. The security monitoring system, which includes a panic button is billed monthly. Total cost for FY17 is expected to be 364.20. A 3% raise in rates is added in for FY18-\$375.13.</u>	<u>\$201.10</u>	<u>\$50.27</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$251.37</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Specialized Computer Software (\$5,000 or less per unit)</u>	<u>The cost of security software to keep client information private on three office computers for both funding years. Security software is paid for once a year. Total Cost 1,199.94</u>	<u>\$959.95</u>	<u>\$239.99</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,199.94</u>	<u>0</u>	

**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
<u>Fundraisers</u>	<u>Cash Match</u>	<u>\$16,961.17</u>
<u>Donations</u>	<u>Cash Match</u>	<u>\$16,961.18</u>

**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
<u>\$33,922.35</u>	<u>\$33,922.35</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	<u>\$7,372.30</u>	<u>\$1,843.07</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9,215.37</u>
Personnel	<u>\$111,481.67</u>	<u>\$27,870.42</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$139,352.09</u>
Supplies and Direct Operating Expenses	<u>\$11,424.89</u>	<u>\$2,856.60</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$14,281.49</u>
Travel and Training	<u>\$5,409.04</u>	<u>\$1,352.26</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$6,761.30</u>

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$135,687.90</u>	<u>\$33,922.35</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$169,610.25</u>

## Grant Summary

**Agency Name:** Grayson County Women's Crisis Line, Inc.

**Grant/App:** 3127701 **Start Date:** 10/1/2016 **End Date:** 9/30/2017

**Fund Source:** VA-Victims of Crime Act Formula Grant Program

**Project Title:** Hospital Advocacy Project

**Address Line 1:** P.O. Box 2112

**City/State/Zip:** Sherman Texas 75091-2112

**Headquarter County:** Grayson

**Counties within Project's Impact Area:** Fannin, Grayson

## Narrative Information

Information related to this program is in the CJD funding announcement for the General Victims Assistance Direct Services Program.

### A. Focus Areas

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims. 100

Law Enforcement – any public agency charged with policing functions. 0

Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders. 0

Court – any civil or criminal court system. 0

Other – any initiative that indirectly affects victims (e.g., developing protocols and procedures). 0

### B. Culturally Competent Victim Restoration

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

Grayson County Women's Crisis Line understands that domestic and sexual violence occurs across cultures and ensures services provided are culturally sensitive. The first point of contact for a victim is often the 24/7 crisis hotline. All staff answering the hotline are trained in protocols to allow hotline services in a variety of languages as may be needed by the victim. Staff receive ongoing cultural competency training to educate and inform on issues of ethnic diversity, LEP, cultural values, LGBTQ sensitivity, mental illness, substance abuse, etc. Staff understand that services will be accessible and beneficial to all victims of domestic and/or sexual abuse and are trained to remove barriers and advocate for victims in all circumstances. All board members and staff are trained on the inclusive nature of policies and procedures and the importance of providing individualized sensitive services and support.

### C. Culturally Specific and Underserved Populations

Does your program have a primary focus on serving a culturally specific population?  No

If you answered 'YES' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter 'N/A'. n/a

### D. Victim Referral Process

Describe how victims are referred to your agency.

Often victims self-refer and call our hotline directly or walk-in to our facility. Our facility is not confidential and walk-ins are welcomed at any time without an appointment. In other cases, victims are referred by law enforcement, the legal community, the medical community, DFPS, community partners, United Way, or friends/family. In those cases, community partners inform victims of our services and encourage victims to call or give them brochures about our services and then the victims make contact, or the community partner contacts our agency on behalf of the victim then puts him/her on the line. Because the screening process only involves asking the victim if he/she is a) a victim of domestic or sexual abuse and b) if he/she needs help, the referral process is informal and cooperative.

### E. Sustainment

How many additional years, beyond this request, do you plan to request continuation funding? 10

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter 'N/A']: N/A

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible:

This request will allow the hospital/medical advocacy project to build a strong infrastructure. Staff will be hired and existing staff will have working hours extended in order to recruit, train and build a skilled volunteer base to respond to requests for hospital based advocacy. During the first few years of this program, staff will respond to requests for hospital based advocacy, support staff will work with community partners to continue building the SANE program and Grayson County Women's Crisis Line's staff will play an integral role in ensuring that victims' needs are met during this building. After the first few years of intensive project building and management, agency can do an internal review to determine whether the level of funding requested can be reduced.

## **Civil Rights Liaison**

Rachel Morgan

P.O. Box 2112 Sherman, TX 75091-2112

903-893-3909

## **Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Announcement-amended and CJD Comprehensive Certification and Assurances to be eligible for this program.

X I certify to all of the above requirements.

## **Project Abstract:**

This project will build a hospital advocacy program. Grayson County Women's Crisis Line, dba Crisis Center, has been working with community partners to build a Sexual Assault Forensic Examination program, so that victims of sexual assault can receive forensic examinations locally. This project has been a huge undertaking, and has required financial support from a local foundation to pay a monthly stipend to a Sexual Assault Nurse Examiner (SANE) Coordinator, travel and training for SANE nurses to become certified, and a local hospital has provided a \$25,000 camera in addition to space to do the examinations. Several local organizations have formed a Sexual Assault Response Team (SART) to build the program. Crisis Center's role, when the program is ready to launch in early fall 2016, is to provide on-call hospital advocacy, train volunteers to serve as hospital advocates, serve on the local SART to advocate for victims needs with law enforcement, local prosecutors, CPS and other victims' services agencies. This funding request will support the hiring of new staff, expansion of existing staff hours, and support the admin, supervisory and physical costs of creating/expanding this program to meet client and community need.

## **Problem Statement:**

Grayson County currently does not have a Sexual Assault Forensic Exam (SAFE) program to support victims of sexual assault locally. Through contributions of the two local hospitals and a local foundation, nurses are currently being trained to become Sexual Assault Nurse Examiners (SANEs); however, once SANEs are providing local examinations, the victim has the right to have a trained hospital advocate with them to provide support, advocacy, and access to victims services. A team of hospital advocates must be on call at all times to respond to the request for an advocate. Crisis Center does not currently have sufficient staffing or trained volunteers or administrative resources to provide this essential service. Additionally, Crisis Center is not currently equipped to provide essential services after the examinations to the increase in victims that are expected.

## **Supporting Data :**

Texoma Council of Governments just completed the 2016 community plan. That plan states "27.3% of women and 10.8% of men have experienced some form of unwanted sexual contact in their lifetime. – National intimate Partner and Sexual violence Survey (NISVS) The Texoma Region is in need of additional victim services. The needed services include but are not limited to victim aftercare, SANE programs, shelter facilities, foster care families, investigation, counseling, prosecution and transportation resources." Additionally, the community plan suggests the following possible solutions to the problem, " • Develop and promote a safe reporting method for family members experiencing violence in the home. • Work with local hospitals, clinics, and members of the medical field to establish certified SANE programs, expand current services and reduce victim wait times. • Look for additional funding avenues such as private grants, donations, and partnerships to establish and maintain additional programs"

## **Project Approach & Activities:**

Crisis Center's approach to solving the problem is to hire additional front line staff, and expand the hours and responsibilities of existing staff in order to fully meet the anticipated needs of the victims and project. Staff will be available to provide medical accompaniment, transportation, urgent hospital response, train volunteers to become certified hospital advocates and take hospital response call, contribute to building then adjusting the community collaboration that provides sexual assault advocacy while promoting the needs and rights of victims. Crisis Center will train all staff and board on service provision to victims; with specific emphasis on hospital/medical advocacy. Crisis Center will provide support groups, individual counseling, information and referral, shelter services, crisis intervention and safety planning to victims.

## **Capacity & Capabilities:**

Crisis Center is the only sexual and domestic violence center in the county and is the natural leader of determining best practices in providing victims' support services during and after a sexual assault examination, then providing those services. Crisis Center has already begun the process of increasing capacity to provide sexual assault victims' services by becoming an OAG certified program to offer a 40 hour Sexual Assault Training Program for all hospital advocates. All current Crisis Center staff are on track to complete this program by Sept. 1, 2016. Additionally, Crisis Center is a founding participant of the local Sexual Assault Response Team and wrote protocols for adult victim's services in the SANE examinations community plan. Crisis Center has received funding from a local foundation to be the fiscal agent in insuring that nurses complete their SANE certification and retaining a SANE Coordinator to consult in achieving this. A local hospital has committed to purchase 1 of the 2 required SDFI cameras to conduct the examinations. Crisis Center has an organizational structure and key staff members

already in place to supervise the program and additional staff. Staff members already in place will manage hospital response on-call services for nurses and advocates, provide transportation, provide training and program oversight, manage grant requirements, and provide/staff the 24/7 hotline for victims, law enforcement or hospitals requiring a SANE examination and hospital advocate. Crisis Center currently has expertise to assist in victims needing to apply for Crime Victims Compensation to pay medical bills associated with assault.

**Performance Management:**

Statistician maintains Crisis Center's database and reviews all services entered weekly. Monthly, statistician performs quality assurance of all services entered and prepares reports. Executive Director and Client Services Coordinator review all projects' performance to determine efficacy. Victims choosing to suspend services are asked to complete a survey. The results of these surveys help inform programming and staffing changes.

**Data Management:**

All data will be maintained in the Crisis Center's existing database. All clients, including those receiving a one-time service, provide general demographic, history and need requested. This information, as well as the services provided to the client, are maintained in the database. Volunteers hours are also tracked in the database, and sign-in sheets detailing the volunteer service provided, are maintained on-site for backup.

**Target Group:**

Target group will be all adult victims of sexual or domestic assault requiring hospital advocacy, support groups, transportation, legal advocacy, crime victim's compensation, information and referral, individual therapy services, and crisis intervention.

**Evidence-Based Practices:**

Many communities throughout Texas utilize the community based sexual assault response program. Crisis Center has learned from other agencies and the Texas Sexual Assault Coalition about best practices to ensure victims needs are respected. Additionally, many of the services that Crisis Center offers and seeks to offer in an expanded capacity through additional staff and staff time, have been evaluated through the client base in the form of exit surveys and group pre-tests and post-tests.

**Project Activities Information**

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%): 68

Domestic Abuse Percentage (%): 25

Adults Molested as Children Percentage (%): 7

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
<u>Medical Accompaniment</u>	<u>20.00</u>	<u>Hospital Advocates and trained volunteers will accompany victims for sexual assault examinations and to hospital or doctor's office for support while victims seek medical services due to sexual or domestic violence.</u>
<u>Crisis Services</u>	<u>20.00</u>	<u>Crisis Center will provide crisis intervention, information/referral and safety planning to victims calling the 24/7 crisis hotline, following a sexual assault examination, seeking information/services following a community education presentation, or walking into the center requesting assistance.</u>
<u>Legal Advocacy</u>	<u>5.00</u>	<u>Legal Advocate will assist victims with crime victims compensation, and legal support as clients work with law enforcement/prosecutors on their assault cases.</u>
<u>Multi-Disciplinary Teams and Case Coordination</u>	<u>20.00</u>	<u>Crisis Center will co-facilitate Sexual Assault Response Team (SART) meetings to continue developing and maintaining the infrastructure of the community's coordinated response. Additionally, Crisis Center will work with SANE nurses, CPS, Law Enforcement and Prosecutors to review cases and advocate for victims.</u>
<u>Peer Support Groups</u>	<u>20.00</u>	<u>Crisis Center will hold peer support groups for adult and child victims of domestic violence and sexual assault. These groups are held multiple times every week and include life skills, domestic violence and sexual assault dynamics and therapeutic groups.</u>

<u>Shelter</u>	<u>15.00</u>	<u>Crisis Center will provide emergency shelter services for domestic violence or sexual assault victims. Crisis Center's emergency shelter is located in Grayson County and also serves as an overflow referral source for neighboring Cooke County and the primary referral source for neighboring Fannin County.</u>
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**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
Average length of stay in shelter (in days).	<u>24</u>
Number of times survivors are accompanied to court.	<u>3</u>
Number of secondary victims / survivors provided shelter.	<u>20</u>
Number of support group sessions held.	<u>40</u>
Number of victims / survivors provided shelter.	<u>30</u>
Number of victims seeking services who were not served.	<u>0</u>
Number of victims / survivors seeking services who were served.	<u>75</u>
Number of survivors assisted through the legal process.	<u>3</u>
Number of survivors assisted with crime victim compensation applications.	<u>5</u>
Number of survivors participating in support groups.	<u>60</u>
Number of survivors receiving crisis counseling.	<u>75</u>
Number of survivors receiving information and / or referral (in person / by phone).	<u>70</u>
Number of victims who requested shelter.	<u>50</u>

**Contract Compliance**

Will CJD grant funds be used to support any contracts for professional services? X Yes

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

CJD Grant MATCH funds will be used to support a contract with a professional nurse. This nurse is a certified Sexual Assault Nurse Examiner. Crisis Center monitors this nurse by implementing a formal contract detailing activities and expectations of the contractor and agency. Additionally, the Crisis Center meets with the contractor at least once per month and additionally by phone/email to review activities and progress toward project goals.

**Fiscal Year**

Enter the Begin Date [mm/dd/yyyy]: 9/1/2015

Enter the End Date [mm/dd/yyyy]: 8/31/2016

**Sources of Financial Support**

Enter the amount (\$) of Federal Grant Funds: 192075

Enter the amount (\$) of State Grant Funds: 210027

**Financial Capability**

Has the grant agency undergone an independent audit? X Yes

Does the organization prepare financial statements at least annually? X Yes

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities? X Yes

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award? X Yes

b) Total funds available for any budget category as stipulated on the Statement of Grant Award? X Yes

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)? X Yes

Is there separation of responsibility in the receipt, payment, and recording of costs? X Yes

**Budget Details Information**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT /%
Personnel	Advocate	<u>Hospital Advocate 1- vacant position - Hospital Advocate will respond to hospital to serve as support/advocate for those requesting SANE (Sexual Assault Nurse Examiner) examination. Hospital Advocate will assist with all aspects of medical advocacy, work on-call, provide expertise in all aspects of service provision to sexual assault victims. Hospital Advocate will coordinate SANE examinations by convening SANE nurse, police when requested, victim hospital accompaniment, and information and referral for victims about follow-up services. Hospital Advocate will assist volunteer coordinator in training volunteers to become certified in providing hospital accompaniment, thereby increasing agency's capacity to service victims. This position will earn \$31,200 per year and fringe benefits will be \$3300 per year.</u>	<u>\$34,500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$34,500.00</u>	<u>100</u>
Personnel	Advocate	<u>Hospital Advocate 1- vacant position - Hospital Advocate will respond to hospital to serve as support/advocate for those requesting SANE (Sexual Assault Nurse Examiner) examination. Hospital Advocate will assist with all aspects of medical advocacy, work on-call, provide expertise in all aspects of service provision to sexual assault victims. Hospital Advocate will coordinate SANE examinations by convening SANE nurse, police when requested, victim hospital accompaniment, and information and referral for victims about follow-up services. Hospital Advocate will assist volunteer coordinator in training volunteers to become certified in providing hospital accompaniment, thereby increasing agency's capacity to service victims. This position will earn \$31,200 per</u>	<u>\$34,500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$34,500.00</u>	<u>100</u>

		year and fringe benefits will be \$3300 per year.							
Personnel	Chief Financial Officer (CFO)	The financial services coordinator - initials CF - assists in creating budgets, creating financial status reports, and ensuring grant funds are managed appropriately. This part time positions total annual compensation is approximately \$52000 and the fringe benefits are \$5000 for a total of \$57000. The percentage of time this position will work on this grant is 20%.	\$11,400.00	\$0.00	\$0.00	\$0.00	\$11,400.00	20	
Personnel	Community / Social Service Specialist	Volunteer Coordinator - initials JS - Volunteer Coordinator recruits, manages and oversees training for all agency volunteers. Volunteer Coordinator will specifically recruit volunteers to assist in the hospital accompaniment program. This position will conduct background checks, orientation, oversee specific volunteer training to prepare volunteers for hospital accompaniment, and will act as liaison to ensure the volunteer is well-suited and properly trained for the position. This position increases agency capacity and program sustainability through maintaining and strong and competent volunteer base. This position earns \$24960 per year with fringe costs \$2200 totaling \$27160. This position will work on this program 35% of time.	\$9,506.00	\$0.00	\$0.00	\$0.00	\$9,506.00	35	
Personnel	Coordinator	Client Services Coordinator - initials KC - Client Services Coordinator oversees the direct services department and will supervise Hospital Advocates. This position will provide training to hospital advocates, assist in training of direct service volunteers that will be on-call to respond to hospital examination. This position will serve as back-up to hospital advocates, will review cases with staff and will provide guidance and support to project. This position earns \$50,500 per year and fringe costs are \$5000/year totaling \$55500.	\$10,100.00	\$0.00	\$0.00	\$0.00	\$10,100.00	20	
Personnel	Court Advocate	Legal Advocate - initials CW - Legal Advocate assists victims by providing information, support and court accompaniment as clients navigate the legal system regarding pressing charges, obtaining	\$7,048.00	\$0.00	\$0.00	\$0.00	\$7,048.00	20	

		<u>protective orders, determining divorce strategies and other legal challenges victims face. Legal Advocate connects victims to legal service, provides support, assists with applying for Crime Victims Compensation, accessing VINE and legal safety planning. \$32,240 salary + \$3,000 fringe = \$35,240 total.</u>							
<u>Supplies and Direct Operating Expenses</u>	<u>Desktop System and Accessories (\$5,000 or less per unit)</u>	<u>2 new computers for hospital advocates. Computers will be placed in intake office and shelter office. Costs for computers and software are \$800/each totaling \$1600</u>	<u>\$1,600.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,600.00</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Electric, Gas, and/or Water / Wastewater</u>	<u>allocated portion of utilities = \$26,000/year 5% requested</u>	<u>\$1,300.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,300.00</u>	<u>0</u>	
<u>Personnel</u>	<u>Executive Director</u>	<u>The Executive Director - initials RM - position will assist in the administration of this grant by meeting with staff regarding cases, assist with reports, including financial reports. Executive Director will attend bi-weekly Sexual Assault Response Team meetings to evaluate Sexual Assault Nurse Examiner program, build infrastructure and support best practices. The Executive Directors annual compensation is \$66,981.00 and the fringe benefits are \$5300.00 for a total annual compensation \$72281. The total percentage this position will work on this grant is 20%.</u>	<u>\$13,011.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$13,011.00</u>	<u>20</u>	
<u>Contractual and Professional Services</u>	<u>Housekeeping, Custodial, Building, and Grounds-Related Services</u>	<u>Housekeeping services for physical office space and shelter location. Total cost \$225/month totaling 2700. Cost allocated to this program 20%</u>	<u>\$540.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$540.00</u>	<u>0</u>	
<u>Contractual and Professional Services</u>	<u>Housekeeping, Custodial, Building, and Grounds-Related Services</u>	<u>lawn maintenance for shelter/direct services building. Cost = \$80/mo x 12 months = \$960. Allocated portion 20%</u>	<u>\$192.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$192.00</u>	<u>0</u>	
<u>Travel and Training</u>	<u>In-State Incidentals</u>	<u>Mileage to hospitals, trainings and meetings for program staff 75</u>	<u>\$504.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$504.00</u>	<u>0</u>	

	<u>and/or Mileage</u>	<u>miles/month @ \$0.56/mile x 12 = \$504</u>							
<u>Travel and Training</u>	<u>In-State Registration Fees, Training, and/or Travel</u>	<u>Hospital Advocates, Client Services Coordinator and Executive Director will attend the TAASA (Texas Association Against Sexual Assault) annual training. Registration is \$750/person x 4 attendees = \$3000. Mileage is \$400. Per Diem is \$45/day x 5 days x 4 people = \$900. Total Cost for Conference = \$4300. Cost allocated to this program is 75%</u>	<u>\$3,225.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,225.00</u>	<u>0</u>	
<u>Personnel</u>	<u>Intern, Mentor, Service Provider, Student Worker, and/or Support Staff</u>	<u>Direct Service Volunteers 6 volunteers x \$13/hr x 30 hrs each = \$2340 value</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,340.00</u>	<u>\$0.00</u>	<u>\$2,340.00</u>	<u>100</u>	
<u>Personnel</u>	<u>Liaison</u>	<u>Facility Manager - initials JR - assists clients by providing transportation to medical appointments, legal appointments, etc. relating to their assaults. Facility Manager maintains emergency shelter physical space to ensure safety and security. Facility Manager earns \$15,600 per year with fringe of \$1500 totaling \$17100. Facility Manager works on this program 20% of time.</u>	<u>\$3,420.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,420.00</u>	<u>20</u>	
<u>Contractual and Professional Services</u>	<u>Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services</u>	<u>SANE Coordinator - initials JS - Crisis Center maintains a contract with a certified Sexual Assault Nurse Examiner (SANE) to coordinate the SANE program in our community. SANE Coordinator acts as liaison between certified SANE nurses and the Sexual Assault Response Team to ensure excellent communication between law enforcement, victims services and medical community. SANE Coordinator ensures all nurses are up-to-date with certification requirements and hosts regular peer review and support for nurses. SANE Coordinator assists in training all hospital advocates and law enforcement. This position earns stipend of \$1000/month totaling \$12,000/year.</u>	<u>\$0.00</u>	<u>\$12,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$12,000.00</u>	<u>0</u>	
<u>Supplies and Direct Operating Expenses</u>	<u>Office Equipment and/or Furniture (\$5,000 or</u>	<u>Hospital Advocates require 2 new desks and 2 new office chairs. Cost of desks = \$300/each totaling \$600. Cost of chairs = \$200/each totaling \$400 = \$1000</u>	<u>\$1,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,000.00</u>	<u>0</u>	

	<u>less per unit)</u>							
Equipment	<u>Specialized Audio-Visual System and Accessories</u>	<u>SDFI Camera - this camera will be used by SANE Coordinator and program SANE nurses to conduct forensic sexual assault examinations. These sophisticated cameras will be housed in each community hospital's sexual assault examination room. These cameras are equipped to conduct sexual assault examinations in the least invasive way possible, to record findings, and to photograph physical injuries not visible to the naked eye. The findings from these cameras are admissible in court and have been determined to be the best tool for prosecutors and victims alike. Each camera costs \$25000 x 2 totaling \$50,000.</u>	<u>\$25,000.00</u>	<u>\$0.00</u>	<u>\$25,000.00</u>	<u>\$0.00</u>	<u>\$50,000.00</u>	<u>2</u>

**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
<u>Volunteer Hours</u>	<u>In Kind Match</u>	<u>\$2,340.00</u>
<u>Local Foundation Funds</u>	<u>Cash Match</u>	<u>\$12,000.00</u>
<u>Local Hospital Equipment Donation</u>	<u>In Kind Match</u>	<u>\$25,000.00</u>

**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
<u>\$39,340.00</u>	<u>\$12,000.00</u>	<u>\$27,340.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	<u>\$732.00</u>	<u>\$12,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$12,732.00</u>
Equipment	<u>\$25,000.00</u>	<u>\$0.00</u>	<u>\$25,000.00</u>	<u>\$0.00</u>	<u>\$50,000.00</u>
Personnel	<u>\$123,485.00</u>	<u>\$0.00</u>	<u>\$2,340.00</u>	<u>\$0.00</u>	<u>\$125,825.00</u>
Supplies and Direct Operating Expenses	<u>\$3,900.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,900.00</u>
Travel and Training	<u>\$3,729.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,729.00</u>

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$156,846.00</u>	<u>\$12,000.00</u>	<u>\$27,340.00</u>	<u>\$0.00</u>	<u>\$196,186.00</u>

## Grant Summary

**Agency Name: Bonham Police Department**

**Grant/App: 3130001 Start Date: 10/1/2016 End Date: 4/1/2017**

**Fund Source: DJ-Edward Byrne Memorial Justice Assistance Grant Program**

**Project Title: Ticket Writer Project**

**Division or Unit to Administer the Project: Bonham Police Department**

**Address Line 1: 301 E. 5th St.**

**City/State/Zip: Bonham Texas 75418-4002**

**Headquarter County: Fannin**

**Counties within Project's Impact Area: Fannin**

## Narrative Information

Information related to this program is in the CJD funding announcement for the Justice Assistance Grant Program.

## Program-Specific Questions

Did your agency receive a JAG grant directly from BJA (not CJD) in the current or previous fiscal year? X No

## Sustainment

How many additional years, beyond this request, do you plan to request continuation funding? 0

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter 'N/A']: N/A

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible: N/A

## Civil Rights Liaison

Kathy Ball, Administrative Secretary

514 Chestnut St., Bonham, TX 75418

(903) 583-7555

## Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Announcement-amended and CJD Comprehensive Certification and Assurances to be eligible for this program.

X I certify to all of the above requirements.

## Project Abstract:

Ticket Writers enable public safety personnel with mobile applications that significantly improve resources and efficiency of the overall department. With the electronic citation solutions, the traffic ticket is completed by the officer, a receipt is given to the violator, and all information is automatically updated in the Municipal Court and Police Department's Record Management Systems. In addition to improving resources and efficiency, public safety officials can integrate new capabilities that enhance officer safety and provide additional revenue for a municipality.

## Problem Statement:

The Bonham Police Department currently handwrites triplicate type citations. Handwritten citations may contain incorrect and/or illegible information, or the information doesn't make it through all of the copies. This may be due to an officer rushing a traffic stop to avoid unreasonable detention time, hurrying to answer a priority call or an officer may simply be fatigued or stressed due to hours or events already worked. Municipal Court Clerks may enter the incorrect information or have to waste time researching the information to correct officer mistakes. Tickets may ultimately get dismissed because of misinformation costing a municipality valuable revenue.

## Supporting Data:

Advantages of Ticket Writers are: they read driver licenses, student IDs, out-of-state driver licenses, foreign IDs, etc. for reduced data input, they decode the Vehicle Identification Number into Manufacturer, Make, and Model of vehicle so complete citation information is captured electronically, and they allow complete racial profiling reporting for state requirements. Receipts can be printed for violators. Cameras allow officers to photograph vehicles and violators to avoid cases of false identification. Ticket Writers update to both Municipal Court and PD RMS systems and make modifications with changing state laws and city ordinances easier. They allow complete management of citations including an extensive reporting capability, citation number management, audit and control, and many other public safety specific features.

## Project Approach & Activities:

Officers will complete training on Ticket Writers and the Ticket Writers will be implemented and deployed to Bonham PD personnel. Officers and violators will recognize reduced time spent on traffic stops. Officer will return to patrol. Court Administrators will see improved and accurate citation information. Evaluation of the project will take place continuously throughout its implementation at the direction of Chief of Police or other agency administrators and supervisors.

#### **Capacity & Capabilities:**

The Bonham Police Department currently handwrites triplicate type citations. Handwritten citations sometime contain incorrect and/or illegible information, or the information doesn't make it through all of the copies. Municipal Court Clerks may enter incorrect information or have to waste time researching the information to correct officer mistakes. Tickets may ultimately get dismissed because of misinformation costing a municipality valuable revenue. Ticket Writers read driver licenses, credit cards, student IDs, etc. for reduced data input, they decode the Vehicle Identification Number into Manufacturer, Make, and Model of vehicle so complete citation information is captured electronically, and they allow complete racial profiling reporting for state requirements. Receipts can be printed for violators. Cameras allow officers to photograph vehicles and violators to avoid cases of false identification. Ticket Writers update to both Municipal Court and PD RMS systems and make modifications with changing state laws and city ordinances easier. They allow complete management of citations including an extensive reporting capability, citation number management, audit and control, and many other public safety specific features.

#### **Performance Management:**

An early measure will be the rate of completion of training and the implementation and deployment of ticket writers for Bonham PD personnel. Other indicators of success will be reduced time spent on traffic stops to return to patrol, and accuracy of citation information, all of which will improve resources. Evaluation of the project will take place continuously throughout its implementation at the direction of Chief of Police or other agency administrators and supervisors.

#### **Data Management:**

Advantages of Ticket Writers are: they read driver licenses, student IDs, out-of-state driver licenses, foreign IDs, etc. for reduced data input, they decode the Vehicle Identification Number into Manufacturer, Make, and Model of vehicle so complete citation information is captured electronically, and they allow complete racial profiling reporting for state requirements. Receipts can be printed for violators. Cameras allow officers to photograph vehicles and violators to avoid cases of false identification. Ticket Writers update to both Municipal Court and PD RMS systems and make modifications with changing state laws and city ordinances easier. They allow complete management of citations including an extensive reporting capability, citation number management, audit and control, and many other public safety specific features.

#### **Target Group:**

Patrol Officers, Court Administrators and violators will benefit significantly from the Ticket Writer Project. Ticket Writers enable public safety personnel with mobile applications that significantly improve resources and efficiency of the overall department. With the electronic citation solutions, the traffic ticket is completed in less time than handwritten tickets, a receipt is given to the violator who is released from the stop quicker, and all information is automatically updated in the Municipal Court and Police Department's Record Management Systems. In addition to improving resources and efficiency, public safety officials can integrate new capabilities that enhance officer safety and provide additional revenue for a municipality.

#### **Evidence-Based Practices:**

Ticket Writers read driver licenses, credit cards, student IDs, etc. for reduced data input, they decode the Vehicle Identification Number into Manufacturer, Make, and Model of vehicle so complete citation information is captured electronically, and they allow complete racial profiling reporting for state requirements. Receipts can be printed for violators. Cameras allow officers to photograph vehicles and violators to avoid cases of false identification. Ticket Writers update to both Municipal Court and PD RMS systems and make modifications with changing state laws and city ordinances easier. They allow complete management of citations including an extensive reporting capability, citation number management, audit and control, and many other public safety specific features. Patrol Officers, Court Administrators and violators will benefit significantly from the Ticket Writer Project. Ticket Writers enable public safety personnel with mobile applications that significantly improve resources and efficiency of the overall department. With the electronic citation solutions, the traffic ticket is completed in less time than handwritten tickets, a receipt is given to the violator who is released from the stop quicker, and all information is automatically updated in the Municipal Court and Police Department's Record Management Systems. In addition to improving resources and efficiency, public safety officials can integrate new capabilities that enhance officer safety and provide additional revenue for a municipality.

#### **Project Activities Information**

How many commissioned peace officers are funded through the department or division (e.g., police department, sheriff's office, constable precinct) within your organization that will benefit from grant funds? 19

How many additional commissioned peace officers are funded by grant funds? 0

How many prosecutors are funded through your agency's budget? 0

How many additional prosecutors are funded by grant funds? 0

Provide the amount of asset forfeitures awarded to your agency in the most recently completed fiscal year.

Federal Forfeitures: 0

State Forfeitures: 25526

Provide the balance of asset forfeitures on hand as of the date of this application.

Federal Forfeitures: 0

State Forfeitures: 25994

Does this application include funding requests for items that are also eligible for funding with state or federal forfeitures funds? XYes

#### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
<u>Equipment</u>	<u>100.00</u>	<u>Ticket Writers enable public safety personnel with mobile applications that significantly improve resources and efficiency of the overall department. With the electronic citation solutions, the traffic ticket is completed by the officer, a receipt is given to the violator, and all information is automatically updated in the Municipal Court and Police Department's Record Management Systems. In addition to improving resources and efficiency, public safety officials can integrate new capabilities that enhance officer safety and provide additional revenue for a municipality. The Bonham Police Department currently handwrites triplicate/paper type citations. Handwritten citations sometime contain incorrect and/or illegible information, or the information doesn't make it through all of the copies. This may be due to an officer rushing a traffic stop to avoid unreasonable detention time, hurrying to answer a priority call or an officer may simply be fatigued or stressed due to hours or events already worked. Municipal Court Clerks may innocently enter misinformation or have to waste time researching the information to correct officer mistakes. Tickets may ultimately get dismissed because of misinformation costing a municipality valuable revenue. Advantages of Ticket Writers are: they read driver licenses, credit cards, student IDs, etc. for reduced data input, they decode the Vehicle Identification Number into Manufacturer, Make, and Model of vehicle so complete citation information is captured electronically, and they allow complete racial profiling reporting for state requirements. Receipts can be printed for violators. Cameras allow officers to photograph vehicles and violators to avoid cases of false identification. Ticket Writers update to both Municipal Court and RMS systems and make modifications with changing state laws and city ordinances easier.</u>

#### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
<u>Number of staff with access to equipment purchased with grant funds.</u>	<u>19</u>
<u>Number of units purchased.</u>	<u>4</u>

#### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
<u>Number of agencies that benefitted from equipment purchases.</u>	<u>1</u>

#### Contract Compliance

Will CJD grant funds be used to support any contracts for professional services? XNo

#### Fiscal Year

Enter the Begin Date [mm/dd/yyyy]: 10/1/2015 Enter the End Date [mm/dd/yyyy]: 9/30/2016

#### Sources of Financial Support

Enter the amount (\$) of Federal Grant Funds: 0

Enter the amount (\$) of State Grant Funds: 0

**Budget Details Information**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
<u>Equipment</u>	<u>Electronic Ticket Writer</u>	<u>Electronic Ticket Writers</u>	<u>\$30,601.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$30,601.00</u>	<u>4</u>

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>Equipment</u>	<u>\$30,601.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$30,601.00</u>

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$30,601.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$30,601.00</u>

## Grant Summary

Agency Name: City of Gainesville

Grant/App: 3056701 Start Date: 10/1/2016 End Date: 3/31/2017

Fund Source: DJ-Edward Byrne Memorial Justice Assistance Grant Program

Project Title: Portable Radio Project 16-17

Division or Unit to Administer the Project: Police Department

Address Line 1: 201 Santa Fe Street

City/State/Zip: Gainesville Texas 76240-2255

Headquarter County: Cooke

Counties within Project's Impact Area: Cooke

## Narrative Information

Information related to this program is in the CJD funding announcement for the Justice Assistance Grant Program.

## Program-Specific Questions

Did your agency receive a JAG grant directly from BJA (not CJD) in the current or previous fiscal year? X Yes

If you selected Yes above, provide the amount you received in the current and previous fiscal year.

Current Fiscal Year Amount: 3369 Previous Fiscal Year Amount: 6116

If you selected Yes above, describe how those funds have been or will be used. If not applicable, enter 'N/A'.

We have received funds through the Bulletproof Vest Partnership to replace ballistic vests that have expired.

## Sustainment

How many additional years, beyond this request, do you plan to request continuation funding? 5

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter 'N/A']: N/A

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible:

We plan to continue to utilize the Bulletproof Vest Partnership to replace ballistic vests that have expired. The use of this program is necessary due to budgetary constraints and increased cost in ballistic vests.

## Civil Rights Liaison

Leah Gore

200 South Rusk Street, Gainesville, TX 76240

(940) 669-4590

## Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Announcement-amended and CJD Comprehensive Certification and Assurances to be eligible for this program.

X I certify to all of the above requirements.

## Project Abstract:

Radio communications is essential to the effective delivery of law enforcement services and to the safety of both the public and law enforcement personnel. This tool that provides two-way communication between the law enforcement officer, the communication center, and fellow officers, is a important tool that allows critical information to be transmitted in a timely manner. These communications allow law enforcement personnel to make informed decisions that are crucial to their safety and the safety of the public they serve. While technology may have provided other avenues of communication such as mobile telephones and mobile data computers, the portable radio allows nearly instantaneous communication while allowing for maximum mobility in the field. Since communication is so important, the reliability of the equipment that facilitates the communications is equally important. We have identified a segment of our portable radios that have shown an increase in issues requiring repairs. This degradation in reliability is isolated to a small percentage of our radios while they account for the majority of the repairs. A closer examination of this segment of radios identified the fact that they were also the oldest portable radios currently in use. Portable radios, like any other piece of equipment, are impacted by age and frequency of use. It is essential that our personnel have reliable, efficient, and consistent communication capabilities in the field. The replacement of these portable radios will allow our personnel to continue deliver law enforcement services to our community in an effective manner.

## Problem Statement:

Reliable radio communications is essential to the effective delivery of law enforcement services and to the safety of both the public and law enforcement personnel. We have identified 12 of our 49 portable radios that have required a higher percentage of the repairs. We also discovered that these 12 portable radios were the oldest units of those currently deployed. This project would replace the 12 portable radios that have shown a degradation in reliability. In addition, the current portable radio in use

is the Motorola XTS2500 which has been discontinued and will no longer be serviced by Motorola as of December 31, 2019.

**Supporting Data:**

We have identified that 24% of our portable radios have been responsible for 77% of the required portable radio repairs. This 24% consists of 12 of our 49 radios. These 12 radios were issued in April and June of 2006 so they are now 10 years old. The remaining 37 radios only account for 23% of required repairs. The repair data was obtained from Shipman Communications who services our radio equipment. The age data was obtained from our inventory records.

**Project Approach & Activities:**

The intent of this project is to replace 12 portable radios that are responsible for an increased failure rate. If the grant is approved, the portable radios will be ordered and disseminated as replacements.

**Capacity & Capabilities:**

The Gainesville Police Department consists of 42 sworn personnel and 14 civilians. The Department is composed of three divisions including Patrol, Investigations, and Support Services. The Support Services division is overseen by a Captain who is responsible for the deployment of radio equipment and functions as a liaison between the Department and the radio services vendor.

**Performance Management:**

The goal of this project is to replace older radios have shown a degradation in reliability. The objective of this project is to reduce required portable radio repairs by 50% by 03/31/17. The project will be measured by the percentage of required repairs of portable radios.

**Data Management:**

The current number of total radio repairs is 47 with 36 of those repairs being required on the 12 radios that would be replaced by this grant. By replacing those radios, the existing number of repairs would be reduced to 11. The proposed reduction of repairs by 50% would be 24 repairs. This would allow for 13 repairs during 2016 and 2017 to still remain under the objective of a 50% reduction. The current average per year is 4.7 which should decrease as well with the new radios. Even if the repair average remained the same because of the continued aging of the remaining radios, that would be approximately 10 additional repairs and still remain under the 50% reduction.

**Target Group:**

The Gainesville Police Department serves the City of Gainesville with a population of 16,002.

**Evidence-Based Practices:**

The replacement of the selected equipment is based on a review of the current radio inventory and the number of required repairs. The project objective is based on an average of the required repairs on our portable radios.

**Project Activities Information**

How many commissioned peace officers are funded through the department or division (e.g., police department, sheriff's office, constable precinct) within your organization that will benefit from grant funds? 42

How many additional commissioned peace officers are funded by grant funds? 0

How many prosecutors are funded through your agency's budget? 0

How many additional prosecutors are funded by grant funds? 0

Provide the amount of asset forfeitures awarded to your agency in the most recently completed fiscal year.

Federal Forfeitures: 0

State Forfeitures: 931

Provide the balance of asset forfeitures on hand as of the date of this application.

Federal Forfeitures: 2973

State Forfeitures: 21551

Does this application include funding requests for items that are also eligible for funding with state or federal forfeitures funds? X Yes

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
<u>Equipment</u>	<u>100.00</u>	<u>Order and deploy portable radio equipment.</u>

**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
<u>Number of staff with access to equipment purchased with grant funds.</u>	<u>12</u>
<u>Number of units purchased.</u>	<u>12</u>

**Objective Outcome Measures**

OUTCOME MEASURE	TARGET LEVEL
<u>Number of agencies that benefitted from equipment purchases.</u>	<u>1</u>

**Contract Compliance**

Will CJD grant funds be used to support any contracts for professional services? X No

**Fiscal Year**

Enter the Begin Date [mm/dd/yyyy]: 10/1/2015 Enter the End Date [mm/dd/yyyy]: 10/1/2016

**Sources of Financial Support**

Enter the amount (\$) of Federal Grant Funds: 6116

Enter the amount (\$) of State Grant Funds: 0

**Budget Details Information**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
<u>Equipment</u>	<u>Radio and Accessories</u>	<u>(12) Motorola APX6000 VHF MHz Model 2.5 Portable Radios</u>	<u>\$34,452.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$34,452.00</u>	<u>12</u>

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$34,452.00	\$0.00	\$0.00	\$0.00	\$34,452.00

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$34,452.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$34,452.00</u>

## Grant Summary

**Agency Name: Howe Police Department**

**Grant/App: 3066701 Start Date: 10/1/2016 End Date: 9/30/2017**

**Fund Source: DJ-Edward Byrne Memorial Justice Assistance Grant Program**

**Project Title: Patrol Vehicle**

**Division or Unit to Administer the Project: Howe Police Department**

**Address Line 1: P.O. Box 518**

**City/State/Zip: Howe Texas 75459-0000**

**Headquarter County: Grayson**

**Counties within Project's Impact Area: Grayson**

## Narrative Information

Information related to this program is in the CJD funding announcement for the Justice Assistance Grant Program.

## Program-Specific Questions

Did your agency receive a JAG grant directly from BJA (not CJD) in the current or previous fiscal year? X No

## Sustainment

How many additional years, beyond this request, do you plan to request continuation funding? 0

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter 'N/A']: N/A

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible: N/A

## Civil Rights Liaison

Carl Hudman

PO Box 518 Howe, TX 75459

903-532-9971

## Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Announcement-amended and CJD Comprehensive Certification and Assurances to be eligible for this program.

X I certify to all of the above requirements.

## Project Abstract:

The Howe Police Department will use Justice Assistance Grant Program funds to purchase a Ford Police Interceptor utility patrol vehicle. This vehicle is specifically designed for police use and offers increased officer safety, performance and durability compared to the Howe Police Department's current vehicles. A new vehicle will allow the Howe Police Department to reduce crime, promote public safety and improve the department's contributions to the criminal justice system and its community. Howe is a rural community in Grayson County, Texas, north of the Dallas-Fort Worth (DFW) Metropolitan area. Howe encompasses a total land area of more than 4.1 square miles in the city and the Howe Police Department serves a population of more than 2,600 with seven sworn peace officers and a fleet of five patrol vehicles. In addition to serving their own community, Howe officers provide assistance to neighboring city, Grayson County, state, and federal law enforcement agencies. The requested grant funds are necessary to ensure the department maintains a reliable inventory of vehicles and replace aging vehicles before they become a liability or financial burden and safety issue for officers and the community. Having a fleet of current and dependable vehicles will enable the Howe Police Department to maintain its aggressive patrol and response services and continue to have an impact on drug trafficking, impaired drivers and other criminal activity, in addition to supporting local, state and federal law enforcement initiatives. The Howe Police Department's vehicle fleet currently includes a 2007 Crown Victoria sedan, two 2010 Chevrolet Tahoe utility vehicles, and two 2014 Dodge Charger sedans. Three of the department's five vehicles are outside of any manufacturers' warranties/protection and have each accumulated more than 110 thousand miles of usage. The costs of maintaining these older and deteriorating patrol vehicles is becoming cost-prohibitive and extended periods required for maintenance is placing a strain on other vehicles. The department's current policing strategies, which have had a significant impact on drug trafficking and impaired drivers in the region, cannot be sustained or improved without updating its vehicle fleet. By replacing Howe Police Department's older and failing vehicles, its officers will improve public safety through better response times, increased officer safety, and enhanced community presence.

## Problem Statement:

Howe is on the verge of exceptional growth with the recent construction of a 64-unit apartment complex and the planned development of a 469-acre, 2,000-unit housing sub-division. New construction and development will increase demands on the police department and its existing resources. The northern sprawl of DFW and southward growth of Sherman have brought

with it increased criminal activity in Howe. Texas Department of Transportation statistics indicate that more than 72 thousand vehicles pass through Howe on a daily basis. Criminal elements use U.S. Highway 75 and Texas State Highway 5 to move drugs north and south through the region, and Farm Road 902 is an east-west artery through Grayson County. Impaired drivers travelling to and from gaming centers in Oklahoma likewise endanger the safety and security of residents. In 2010, budget issues forced the City of Howe to lay off 33% of its workforce. The police department's manpower was reduced from six to four and replacement of vehicles was delayed. The city implemented significant tax hikes to stabilize the budget, and the department's priority was restoring its manpower in order to provide 24-hour coverage, and replacing its two most deteriorated patrol vehicles. However, the majority of the Howe Police Department's fleet still requires frequent repairs due to their age and condition. These vehicles include: • 2007 Crown Victoria (police chief's vehicle not routinely used for daily patrol or response) - 140,000 miles - \$692.64 for vehicle repairs and maintenance in 2015 • 2010 Chevrolet Tahoe (Unit 108) - 134,108 miles - \$2,783.74 for vehicle repairs and maintenance in 2015 • 2010 Chevrolet Tahoe (Unit 109) - 112,900 miles - \$1,666.82 in vehicle repairs and maintenance in 2015 By comparison, operating costs for the department's two 2014 Dodge Chargers were less than \$700 per unit annually. The older units require frequent repairs and are often out of service, placing a greater burden on the rest of the fleet. The Tahoes and Crown Victoria are out of service for disproportionate amounts of time due to the increasing difficulty in diagnosing and fixing the vehicles' problems. These vehicles' problems will continue to exhaust the police department's limited budget. In addition to increased maintenance and repair costs, high-mileage vehicles pose a safety risk to officers and the community due to chronic problems with brakes, cooling systems, suspension and steering, and electrical systems, among other issues. Operating the highways and sometimes unpaved roads requires robust and reliable vehicles to successfully interdict criminal activity and impaired drivers, patrol effectively, and provide timely response to emergency calls, all while maintaining officer safety. Howe officers provide 24-hour coverage. This means at least one, and sometimes as many as three, vehicles are in service at any given time. This constant usage, which is necessary to reduce crime and have officers available to respond to emergencies, prematurely ages the Howe police fleet and requires the implementation of a vehicle replacement plan which grant funds will help implement.

#### **Supporting Data:**

The demands placed on the Howe Police Department are increasing as Howe and neighboring communities continue to grow through residential and commercial development. A three-year analysis of criminal activity in Howe (2013-2015) shows a marked increase across multiple categories, including:\*

- Calls for service: + 68.54% - 1,373 in 2013; 1,453 in 2014; 2,449 in 2015
- Intoxicated drivers: + 5.71% - 16 in 2013; 35 in 2014; 37 in 2015
- Drug cases: + 18.64% - 18 in 2013; 59 in 2014; 70 in 2015
- Drug cases involving manufacturing or delivery: + 1,000% - 3 in 2013; 0 in 2014; 10 in 2015
- Property crimes: + 6.66% - 38 in 2013; 45 in 2014; 48 in 2015
- Crimes against persons: - 8.33% - 27 in 2013; 27 in 2014; 21 in 2015
- Crimes against the public (excluding DWIs): + 28% - 11 in 2013; 25 in 2014; 32 in 2015
- Reckless/intoxicated driver calls: + 47.28% - Data unavailable for 2013; 129 in 2014; 190 in 2015

NOTE: Percentage changes are from 2014 to 2015. Of the 222 criminal cases investigated by the Howe Police Department in 2015, 178 (80.18%) were forwarded to the Grayson County District Attorney's Office or Howe Municipal Court for prosecution. The noted rise of criminal activity experienced in Howe between 2013 and 2015 can be attributed to regional growth but also the department's shift toward more proactive policing strategies which calls for officers to aggressively seek out and combat criminal activity, most notably illegal drugs and impaired drivers. The majority of criminal activity in Howe takes place along Highways 75 and 5 and in separate geographic locations throughout Howe, requiring a fleet of reliable patrol vehicles to provide rapid and safe investigative and emergency response. The Howe Police Department has responded to the increase in criminal activity by budgeting for and acquiring additional police manpower, adding one part-time officer and two full-time officers since 2013, and stretching its already strained budget to replace severely deteriorated vehicles in 2014. However, the department will be unable to maintain its effective approach to criminal justice if its officers do not have enough safe and reliable patrol vehicles, and grant funds will help overcome this shortfall. \* Information based on the Howe Police Department's Report Management System and data from the Grayson County Sheriff's Department.

#### **Project Approach & Activities:**

Howe is experiencing significant economic, commercial and residential growth, and this progress will undoubtedly place increased demands on the police department. The police department's added manpower and recent purchase of two Dodge Charger sedans in 2014 is a proactive step toward effectively addressing the increase in calls for service and the anticipated surge in police services resulting from the city's continued growth. However, a limited budget prohibits the replacement of the police department's entire fleet at this time. Grant funding will enable the Howe Police Department to continue to proactively combat impaired driving, drug trafficking, and other serious crimes that negatively impact the community's quality of life while planning for future city funding of new patrol vehicles. Additionally, it is fiscally more responsible to purchase new vehicles that require less maintenance and are covered by manufacturer's warranties than it is to keep investing in vehicles that are beyond the normal life expectancy of police fleet vehicles. The potential costs of unpredictable performance by Howe's high-mileage vehicles are less cost effective than purchasing new vehicles if these aging vehicles fail at a critical time. A patrol vehicle purchased with grant funds will allow the department to maintain or improve the Howe Police Department's response and investigative capabilities.

**Capacity & Capabilities:**

The Howe Police Department is composed of seven sworn peace officers: the chief of police, a sergeant, a detective and four patrol officers. All members of the agency are current in their training cycle requirements and are certified Standard Field Sobriety Test practitioners. Officers have undergone advanced training in impaired driver/drug interdiction and child abuse, sexual assault, crime scene, accident, and narcotics investigations, among other topics necessary to serve their community. The Howe Police Department's 24-hour patrol coverage ensures uninterrupted patrol and response capabilities. Having an officer on duty around the clock provides the community with an immediate response to calls for service and allows the Howe Police Department to maintain a proactive patrol presence to deter crime and provide citizens a sense of security.

**Performance Management:**

The goals of acquiring grants funds is to acquire a new patrol vehicle to maximize the department's limited budget, increase effectiveness of patrol and investigative efforts, and improve the quality of life and safety of Howe residents by targeted enforcement of criminal activity. The objectives in using grant funds for a patrol vehicle include: • Replace a 2010 Chevrolet Tahoe utility vehicle (Unit 108) that has accumulated 134,000 miles and is still in daily use (as of 02/26/2016). • Reduce overall maintenance costs for fleet patrol vehicles by 40% by 09/30/2017. • Implement a patrol vehicle replacement process through normal budgeting to replace the department's fourth aging patrol vehicle (Unit 109) by 10/01/2018. • Increase impaired driver enforcement by 25% by 09/30/2017. • Enhance patrol officers' ability to respond to emergencies in locations generally unreachable in two-wheel drive vehicles. The measures used to indicate progress toward achieving these objectives will include: • Vehicle replacement: Acquire a fully-equipped Ford Police Interceptor utility vehicle with grant units and utilize department funds for maintenance/repairs. • Lowered vehicle maintenance costs: In 2015, the fleet maintenance costs were \$6,400. The cost of keeping Unit 108 in service alone exceeded \$2,700, or 42% of the department's entire maintenance costs. By the end of the project period, overall maintenance cost-savings for the new patrol vehicle will be at least 69% lower than the vehicle it replaced. • Impaired driver enforcement: Track interdiction, arrests and convictions of impaired drivers and conduct saturation patrols during times when impaired driving is expected to peak. • Enhanced service and officer safety: The all-wheel drive vehicle the department will purchase with grant funds will allow officers to operate safely in all weather conditions and through most types of terrain – capabilities that are lacking with the current fleet. This will lead to more timely and effective responses to criminal activity, accidents and non-emergency calls.

**Data Management:**

The Howe Police Department maintains accurate, up-to-date records of its daily activities and how it contributes to crime reduction, public safety and community service. Vehicle maintenance logs will indicate the cost savings from replacing the department's most-deteriorated vehicle. These statistics and information is submitted to the city council on a monthly and annual basis, or as-needed, and provided to state and federal agencies when requested. City and police officials constantly monitor these statistics to ensure the department is meeting the needs of the community and its policing strategies are consistent with trends in criminal activity in the region.

**Target Group:**

Howe has historically been and continues to be an agricultural and ranching community. Howe is home to several manufacturing, trucking and auction facilities. Many city residents live in Howe because the city's centralized location between Sherman and the northern limits of the Dallas-Fort Worth Metropolitan area provides for a reasonable commute to employment in these areas. According to the 2010 U.S. Census, Howe encompasses 4.1 square miles and has a population of 2,609, a 5.3% increase from the previous census. More than 1,700 persons live outside the Howe city limits but inside Howe zip code which encompasses a total land area of 79.29 square miles. A significant number of these persons live within Howe's extraterritorial jurisdiction. As Howe incorporates additional land to meet anticipated growth in coming years, more of this population will fall under the service jurisdiction of the Howe Police Department.

**Evidence-Based Practices:**

In recent years, the city of Howe has experienced an economic growth of 12.44% and population growth of 5.3%. The demands placed upon officers of the Howe Police Department have likewise increased, with calls for service rising from an average of 3.9 per day in 2014 to 6.7 calls per day in 2015. The city has worked to meet this growth by restoring and enhancing the manpower of the Howe Police Department and replacing its most aged vehicles. To continue this 24-hour patrol coverage and investigative response the citizens of Howe have come to expect from its police department requires the replacement of another vehicle which is at the end of its effective service life. Having a reliable, up-to-date vehicle fleet is instrumental to ensuring uninterrupted service to the citizens of Howe, Grayson County and individuals traveling through or visiting the city. Grant funds are key to the implementation of this plan. The Ford Police Interceptor utility patrol vehicle that will be purchased by grant funds will allow Howe officers to more effectively serve the citizens of Howe. These vehicles are specifically designed to meet the unique challenges faced by police vehicles, especially in rural or highway environments. The intuitive all-wheel drive feature cuts down on vehicle strain from sudden acceleration or deceleration and allows the vehicle to better handle turns, which in turn cuts down on maintenance and operating costs. Howe officers frequently respond to calls or investigate criminal activity on unpaved roads and utility vehicles with a higher profile will allow officers to navigate these roads with increased safety, less risk of accidents and without putting undue strain on the vehicles. The mission of the Howe

Police Department is to maintain the peace through aggressive and professional enforcement of the law. Howe officers are proactive in seeking out impaired drivers, drug traffickers and other criminal elements, and their high rate of successful investigations, arrests and answered calls – relative to the size of the department and the community they serve – speaks volumes for the effectiveness of these officers’ efforts. These successes cannot be sustained or improved upon if Howe officers do not have the resources to effectively carry out their duties. The purchase of a new patrol vehicle with grant funds will ensure the Howe Police Department continues to enhance officer safety, promote public safety, and contribute to the criminal justice system while laying a groundwork for future vehicle replacement.

**Project Activities Information**

How many commissioned peace officers are funded through the department or division (e.g., police department, sheriff’s office, constable precinct) within your organization that will benefit from grant funds? 7

How many additional commissioned peace officers are funded by grant funds? 0

How many prosecutors are funded through your agency’s budget? 0

How many additional prosecutors are funded by grant funds? 0

Provide the amount of asset forfeitures awarded to your agency in the most recently completed fiscal year.

Federal Forfeitures: 0

State Forfeitures: 9419

Provide the balance of asset forfeitures on hand as of the date of this application.

Federal Forfeitures: 0

State Forfeitures: 14489

Does this application include funding requests for items that are also eligible for funding with state or federal forfeitures funds? X No

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
<u>Equipment</u>	<u>100.00</u>	<u>Grant funds will provide the Howe Police Department with a fully equipped, new patrol vehicle that replace a high-mileage vehicle currently at the end of its service life. This new patrol vehicle will provide officers with a reliable tool to continue the department’s proactive policing posture, ensure officer safety, and limit vehicle maintenance and repair costs that are straining the department’s limited budget.</u>

**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
<u>Number of staff with access to equipment purchased with grant funds.</u>	<u>7</u>
<u>Number of units purchased.</u>	<u>1</u>

**Objective Outcome Measures**

OUTCOME MEASURE	TARGET LEVEL
<u>Number of agencies that benefitted from equipment purchases.</u>	<u>1</u>

**Contract Compliance**

Will CJD grant funds be used to support any contracts for professional services? X No

**Fiscal Year**

Enter the Begin Date [mm/dd/yyyy]: 10/1/2016

Enter the End Date [mm/dd/yyyy]: 9/30/2017

**Sources of Financial Support**

Enter the amount (\$) of Federal Grant Funds: 0

Enter the amount (\$) of State Grant Funds: 0

**Budget Details Information**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>Ford PI Utility: Ford Police Interceptor Utility Vehicle</u>	<u>\$25,665.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$25,665.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>DA-DVM-500+: Digital Ally Digital Video Camera System DVM-500+</u>	<u>\$4,500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,500.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>GI-38021: Go Industries Center Section Push Bumper for Ford Interceptor Utility Vehicle</u>	<u>\$254.39</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$254.39</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>FS-VALR51S-TX1: Federal Signal Valor Lightbar with Interface Module Red/White driver, Blue/White passenger and Red/Amber ear driver/ Blue/Amber passenger</u>	<u>\$2,650.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,650.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>FS-ES100: Federal Signal ES100 Speaker, 100W</u>	<u>\$149.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$149.50</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>Misc: Stalker DSR 2x Dual Head Radar Unit</u>	<u>\$3,250.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,250.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>GJ-7160-0411: Gamber Johnson MCS Ford Utility Police Interceptor Console box</u>	<u>\$491.40</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$491.40</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>GJ-7160-0220: Gamber Johnson 9-inch Mongoose Locking Slide Arm with Motion Attachment</u>	<u>\$217.62</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$217.62</u>	<u>1</u>

Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>FS-MPS600U-BR: Federal Signal MicroPulse Ultra 6 LEB Split-Color LED Surface Mount Red/Blue</u>	<u>\$576.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$576.00</u>	<u>8</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>FS-MPSM3-DL: Federal Signal Side-by-Side "L" Bracket for MPS6 LEDs</u>	<u>\$25.20</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$25.20</u>	<u>2</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>FS-MPSM6-LB: Federal Signal "L" Bracket for MPS6 LED (push bumper)</u>	<u>\$19.90</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$19.90</u>	<u>2</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>FS-MPS300U-R: Federal Signal MicroPulse Ultra 3 Surface Mount Red LED</u>	<u>\$57.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$57.50</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>FS-MPS300U-B: Federal Signal MicroPulse Ultra 3 Surface Mount Blue LED</u>	<u>\$57.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$57.50</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>FS-IPX-LPH1: Federal Signal High Side License Plate Bracket</u>	<u>\$23.87</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$23.87</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>ID-475-0304: Jotto Prisoner Partition for Ford Interceptor Utility</u>	<u>\$585.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$585.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>ID-475-0789: Jotto Desk Lower Extension Panels for Ford Interceptor Utility Partition</u>	<u>\$84.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$84.50</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>ID-475-1109: Jotto Desk Cargo Barrier for Ford Interceptor</u>	<u>\$392.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$392.00</u>	<u>1</u>

Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>FS-MPSM6-FPIURS2: Federal Signal Ford Interceptor Utility Spoiler Bracket Kit for MPS600U LEDs</u>	<u>\$51.41</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$51.41</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>FS-MPS600U-BR: Federal Signal MicroPulse Ultra 6 LED Split-Color LED Surface Mount Red/Blue</u>	<u>\$432.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$432.00</u>	<u>6</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>GI-50015: Go Industries Cargo Box for ford Interceptor</u>	<u>\$945.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$945.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>BR-PPS-GR1: Brooking Industries Gunlock</u>	<u>\$119.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$119.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>SC-SC-5XL: Universal Gun Lock</u>	<u>\$167.20</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$167.20</u>	<u>2</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>Antenna: Antenna, coax, and connector for customer-supplied radio</u>	<u>\$75.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$75.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>Graphics: Custom Design Vehicle Graphics</u>	<u>\$475.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$475.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>Misc: Shipping and Handling</u>	<u>\$350.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$350.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>Labor: Labor to remove customer radio and docking station from existing vehicle</u>	<u>\$157.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$157.50</u>	<u>3</u>

Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>Shop supplies: Connectors, tape, lume, nuts, bolts, etc.</u>	<u>\$100.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$100.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>Wire-Har: Custom wiring harness, made-to-order</u>	<u>\$125.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$125.00</u>	<u>1</u>
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>Labor: Labor to install listed equipment, customer-supplied radio, and computer docking station</u>	<u>\$2,100.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,100.00</u>	<u>40</u>

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>Equipment</u>	<u>\$44,096.49</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$44,096.49</u>

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$44,096.49</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$44,096.49</u>

**Condition Of Fundings Information**

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
<u>System of Award Management (SAM): Registration with SAM is required by all OOG applicants. Applicants are required to maintain current registrations in the System for Award Management (SAM) database. The SAM database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Applicants must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at <a href="http://www.sam.gov/">http://www.sam.gov/</a>.</u>	<u>2/26/2016 10:48:16 AM</u>		<u>Yes</u>	<u>No</u>

## Grant Summary

**Agency Name: Tioga Police Department**

**Grant/App: 3029701 Start Date: 1/1/2016 End Date: 12/31/2016**

**Fund Source: DJ-Edward Byrne Memorial Justice Assistance Grant Program**

**Project Title: Neighborhood Patrol Vehicle**

**Division or Unit to Administer the Project: Police Department**

**Address Line 1: 600 Main Street**

**Address Line 2: P O Box 206**

**City/State/Zip: Tioga Texas 76271-0206**

**Headquarter County: Grayson**

**Counties within Project's Impact Area: Grayson**

## Narrative Information

Information related to this program is in the CJD funding announcement for the Justice Assistance Grant Program.

## Program-Specific Questions

Did your agency receive a JAG grant directly from BJA (not CJD) in the current or previous fiscal year? X No

## Sustainment

How many additional years, beyond this request, do you plan to request continuation funding? 0

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter 'N/A']: The City of Tioga will be responsible for the continued service and maintenance of the vehicle requested

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible: n/a

## Civil Rights Liaison

Craig Jezek

PO Box 206 (600 Main St.) Tioga, TX 76271

940-437-2351

## Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Announcement-amended and CJD Comprehensive Certification and Assurances to be eligible for this program.

X I certify to all of the above requirements.

## Project Abstract:

City of Tioga Police Dept. is in a growth status, with the new announcement of building a new high school, the recent sale of over 1000 acres, the addition of a new water tower, sewage plant, we are anticipating the massive growth within the next 2 years and will need this vehicle to add to our fleet to maintain the protection and coverage required for our city.

## Problem Statement:

Tioga is a rural community of approximately 1000 residents located in S/W Grayson County. We serve approximately 1000 immediate residents, but also provide additional assistance to neighboring cities of Collinsville, Gunter, Pilot Point and assistance to Cooke, Grayson and Denton County law enforcement agencies. At the present time, we have a three vehicle fleet. 2 - 2014 Chevy SUV's and 1-2006 Ford Crown Victoria. The Ford Crown Victoria is 10 years old and has over 100,000 miles. This patrol unit is in need of over \$3000.00 worth of repairs. It has Air Bag, anti skid brake problems not to mention the extensive mileage on the motor and a set of new tires. Over the past 3 years during the winter months of Ice and Snow, we were unable to make calls in our city with our current fleet as they are 2 wheel drive units. We have had to resort to utilizing officers personal 4 wheel drive vehicles to make emergency calls. This presents a major liability risk and is not advisable.

## Supporting Data:

The vehicle we are wanting to replace is 10 years old and in need of significant repairs. With the addition of Police 4WD patrol unit, we will be able to make all calls that we are presented with in all types of weather. By adding another new vehicle, we will have completed our Fleet Vehicle Plan and can rotate vehicles within our budget one at a time rather than have all vehicles reach their life expectancy and need to be replaced all at once which goes against all budgetary reasoning. Other supporting Data : 1. A 4WD SUV/Truck presents a larger profile. It will be more visible to others and by having a larger patrol unit, this will present a much safer vehicle for the officers. 2. Overall room will be added with a SUV/Truck unit which will be of benefit to the officers who have to carry multiple pieces of equipment to effectively do their job. In a small agency like ours, we do not have the ability to have someone else come to our crime scene/accident/or other types of calls we handle, rather, we are all in one unit that requires multiple responsibilities and expectations from our citizens. 3. The Durability and Longevity of usage:

As mentioned above in the problem statement, the condition of the roads we police over daily are more dirt and gravel than asphalt or concrete. Police sedans have a lower profile and more difficult time navigating through some areas where the terrain is questionable. By having a larger SUV/Truck 4wd type of unit, we will be able to get to the call without causing damage to our vehicle. This will eliminate repairs and down time on our fleet. This vehicle will also be used as a command staff vehicle in the event of a major incident in our area of coverage. We have had situations in the past where we were not able to have a command unit. The most recent incident was a major commercial fire at a local business where we had numerous officers and fire personnel on scene and needed a command unit as a central communication post. We also have a major railroad that runs adjacent to US Hwy 377 with three crossovers. In the event of a hazardous spill or accident, we will need to post up a command vehicle to coordinate the incident. This additional unit to our fleet will provide that to us for support.

**Project Approach & Activities:**

This request for Grant Funds will allow us to purchase a new patrol vehicle that will be used in our Neighborhood Patrol Crime Prevention as well as traffic enforcement on US Hwy 377 and a be used as a command staff central unit for major incidents.

**Capacity & Capabilities:**

Provide the best possible work environment for the officers of this agency. This vehicle, coupled with the technology installed, allows our officers to be safer, more productive and prepared for whatever calls for service they receive in the field. Generally, any assistance we need comes from an officer responding from a town away. These tools enable them to be more self-sufficient in the performance of their job.

**Performance Management:**

The City of Tioga has gone through a major transformation over the past year. New Leadership in key positions has revitalized the city and in turn, the citizens of this town have come to expect growth in our Police Department. The acquisition of this vehicle is important from a service standpoint, but from a community standpoint as well. Each citizen of our community, regardless of our size and budget deserves the best possible equipment that is available to serve them and the needs of this town. I believe the addition of a new SUV Police vehicle will be safer to operate and carry all the equipment needed while showing those that we serve that we are doing our best to remain consistent with law enforcement needs.

**Data Management:**

The town is expanding. Our Tioga School District is busting at the seams. They just recently announced the acquisition of a 92 acre parcel of land that they will build a new High School and two athletic fields that are to be very modern. There has been three different parcels of land recently sold. A 425 acre, 400 acre and 68 acre. The near future plans are that this property will be for new housing development. A new rehabilitation center is under development and set to open this coming fall. This will bring approximately 100 new jobs to town and will house many patients. This is a state of the art facility and will be one of only 3 in the United States.

**Target Group:**

To provide our town with a Police vehicle everyone can be proud of. They see SUV's in other communities like ours. Residents expect and want us to be up to date with modern emergency vehicles. With the addition of this SUV, it will be more than just a police car, it will be part of the ongoing modern change in our town.

**Evidence-Based Practices:**

To stay current with local law enforcement agencies who already have the use and benefits of these types of vehicles. While office safety is always the biggest concern, I believe our officers deserve the best equipment and tools we can provide for them. This vehicle could not be considered if it were based on our budget and what the City could afford for a fleet Police vehicle. We want our officer to know that we will make every effort to get them what they need to do their job more safely and effectively.

**Project Activities Information**

How many commissioned peace officers are funded through the department or division (e.g., police department, sheriff's office, constable precinct) within your organization that will benefit from grant funds? 3

How many additional commissioned peace officers are funded by grant funds? 0

How many prosecutors are funded through your agency's budget? 0

How many additional prosecutors are funded by grant funds? 0

Provide the amount of asset forfeitures awarded to your agency in the most recently completed fiscal year.

Federal Forfeitures: 0

State Forfeitures: 0

Provide the balance of asset forfeitures on hand as of the date of this application.

Federal Forfeitures: 0

State Forfeitures: 0

Does this application include funding requests for items that are also eligible for funding with state or federal forfeitures funds? X No

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
<u>Enhanced Patrol</u>	<u>85.00</u>	<u>US Hwy 377 is our major road in our City which requires numerous hours of traffic enforcement, accident investigation, drug intervention and normal patrol routes. We will also be able to spend more time in our residential streets targeting areas of the School and areas where crime has increased.</u>
<u>Investigation</u>	<u>15.00</u>	<u>We will also use this vehicle to investigate crimes that have been committed as well as other types of investigations, such as drug trafficking, areas of increased crime.</u>

**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
<u>Number of cases investigated.</u>	<u>72</u>
<u>Number of cases referred for prosecution.</u>	<u>49</u>
<u>Number of cash seizures attributed to grant-funded activities.</u>	<u>0</u>
<u>Number of drug seizures attributed to grant-funded activities.</u>	<u>0</u>
<u>Number of weapons seized.</u>	<u>1</u>
<u>Number of miles patrolled by grant-funded officers.</u>	<u>0</u>
<u>Number of traffic citations issued by grant-funded officers.</u>	<u>0</u>
<u>Number of felony arrests for drug offenses.</u>	<u>4</u>
<u>Number of misdemeanor arrests for drug offenses.</u>	<u>3</u>
<u>Number of arrests for human trafficking offenses.</u>	<u>0</u>
<u>Number of arrests for other felony offenses.</u>	<u>2</u>
<u>Number of individuals detained and referred to another local, state or federal law enforcement agency.</u>	<u>1</u>
<u>Number of support staff hired with grant funds.</u>	<u>0</u>
<u>Number of search warrants executed.</u>	<u>1</u>

**Objective Outcome Measures**

OUTCOME MEASURE	TARGET LEVEL
<u>Cash value of drug seizures (in dollars using DPS calculations).</u>	<u>0</u>
<u>Dollar value of cash seizures.</u>	<u>0</u>
<u>Value of cash forfeitures (if forfeited during the grant period).</u>	<u>0</u>
<u>Number of reports prepared by support staff.</u>	<u>0</u>
<u>Number of cases solved / completed.</u>	<u>45</u>
<u>Number of search warrants executed that resulted in drug seizures or stash houses used for human trafficking.</u>	<u>1</u>

**Contract Compliance**Will CJD grant funds be used to support any contracts for professional services? XNo**Fiscal Year**Enter the Begin Date [mm/dd/yyyy]: 10/1/2016Enter the End Date [mm/dd/yyyy]: 9/30/2017**Sources of Financial Support**Enter the amount (\$) of Federal Grant Funds: 0Enter the amount (\$) of State Grant Funds: 0**Budget Details Information**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
<u>Equipment</u>	<u>Police / Sheriff Department Vehicle (from a single vendor with law enforcement equipment installed)</u>	<u>1- 2016 Ford Interceptor Utility (POLICE PACKAGE SUV)</u>	<u>\$42,156.84</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$42,156.84</u>	<u>1</u>

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>Equipment</u>	<u>\$42,156.84</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$42,156.84</u>

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$42,156.84</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$42,156.84</u>

## Grant Summary

Agency Name: Van Alstyne Police Department

Grant/App: 3080001 Start Date: 10/1/2016 End Date: 1/1/2017

Fund Source: DJ-Edward Byrne Memorial Justice Assistance Grant Program

Project Title: Portable Radio Communications Equipment

Division or Unit to Administer the Project: Police

Address Line 1: Po Box 247

Address Line 2: 242 N Preston Ave

City/State/Zip: Van Alstyne Texas 75495-0247

Headquarter County: Grayson

Counties within Project's Impact Area: Collin

## Narrative Information

Information related to this program is in the CJD funding announcement for the Justice Assistance Grant Program.

## Program-Specific Questions

Did your agency receive a JAG grant directly from BJA (not CJD) in the current or previous fiscal year?  No

## Sustainment

How many additional years, beyond this request, do you plan to request continuation funding? 0

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter 'N/A']: N/A

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible: N/A

## Civil Rights Liaison

Frank Baker

242 East Jefferson Van Alstyne Tx 75495

9034825426

## Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Announcement-amended and CJD Comprehensive Certification and Assurances to be eligible for this program.

I certify to all of the above requirements.

## Project Abstract:

The City of Van Alstyne Police Department currently uses analog radios inhibiting officers ability to communicate efficiently and effectively with other agencies in the area. The department is looking to upgrade their handheld radios to dual band radios which would enable the officers to communicate with other departments without having to go through dispatchers. This will allow the officers to share real time information in time sensitive situations and respond effectively to mutual aid requests. These dual band handheld radios will also create a safer environment for the officers since they will have the ability to communicate without being in their unit or on their cellphone to receive and share information with other officers on scene.

## Problem Statement:

Van Alstyne Police Department currently uses analog handheld radios which inhibit the officers' ability to communicate efficiently and effectively with other agencies. The current radios are over ten years old and Motorola recently announced end of support and parts for this particular model. The City of Van Alstyne sits in two counties, Grayson and Collin County. The southern border is adjacent to Anna, the fourteenth fastest growing city in the State of Texas. In many situations, officers are needed to respond to calls in which both departments are involved. While on scene, the officers cannot communicate with each other over the radio due to the analog radios that are currently operated. In order for Van Alstyne officers to be able to communicate, dual-band handheld radios are needed.

## Supporting Data:

Interoperability of radio communications is a necessity to officer safety, effective response and the ability to share important information in wide scale situations. Failures in communications technology have been reported in several large scale incidences around the country such as the Oklahoma City bombings and September 11, 2001 attacks. Radio technology has advanced greatly since then but the Van Alstyne Police Department is currently operating on analog handheld radios which hinders the communication with surrounding agencies. This makes it nearly impossible to respond to a multi-agency call effectively and efficiently respond to mutual aid calls. The City of Van Alstyne sits in two counties, Grayson and Collin County, and neighbors the City of Anna. Van Alstyne currently has no way to communicate, except through dispatchers, with many of the surrounding agencies, especially any of those in Collin County due to radio requirements by the Collin County system. For

the officers to be able to communicate, they must go through two dispatchers to relay time sensitive information. With the upgrade to dual band radios, officers will be able to communicate with agencies in Collin, Grayson, Fannin and Cooke Counties. The ability to communicate on hand-held radios would decrease response time and increase officer safety in multi-agency responses. Van Alstyne currently has mutual aid agreements with all agencies in Collin County; however, officers are not able to remotely communicate with other responding agencies on the scene. For example, when there was a report of a student with a gun on the campus of Anna High School, four Van Alstyne police officers responded to the scene but were unable to communicate with any other agency that had responded. This created issues on the scene and hindered the response of the officers. Another example is when a tornado struck in Blue Ridge, Texas and responding officers were not able to communicate in real time with other agencies. The close proximity of Anna, and several other cities within Collin and Grayson Counties, makes it a necessity to be able to respond effectively in these situations.

#### **Project Approach & Activities:**

Interoperability is the ability of public safety agencies to be able to talk to each other via radio communication systems to exchange data and information on demand and in real time. Public safety officers cannot rely on cell phones to complete this important task because of the possibility of the system being overburdened in a wide scale situation. Also, reliable one-to-many broadcast capabilities is not a feature that is generally available in cellular systems. This would make communication impossible via cell phones if the system were to go down in a major event. These public safety agencies are tasked to protect life and property and without the proper tools, it greatly complicates the ability to effectively do their job. It is necessary to have dedicated channels and priority access that is available at all times to be able to handle any unexpected emergency.

#### **Capacity & Capabilities:**

The City of Van Alstyne is a smaller community surrounded by other smaller communities. Each community is reliant upon each other to ensure a high level of service is provided to residents. Many times, this results in multi-agency responses to high priority calls. With the current radios, officers must rely on giving information to each other through dispatchers unless the communication occurs in person. This is not always feasible in certain situations. With the upgrade to dual-band radios, each officer would be able to communicate directly with officers in other agencies, allowing for quicker and more accurate information sharing. The department's staff of nine officers have the ability to upgrade quickly to these dual band radios. A digital channel is already owned by the department making the transition simple.

#### **Performance Management:**

The departmental goal with this project is to be a regional leader that other departments look to for assistance in times of need. The department hopes to enhance communication with surrounding departments by the end of 2016. The department also plans to reduce the response time to mutual aid calls once the new radios are utilized by officers.

#### **Data Management:**

The department will continue to monitor the number of mutual aid calls that are responded to by officers and the response time for each call.

#### **Target Group:**

The proposed upgrade to new dual-band handheld radios will allow for reliable communication with 16 agencies in Grayson County, over 30 agencies in Collin County, 10 agencies in Fannin County and 10 agencies in Cooke County. This could potentially effect approximately 1.1 million residents of the four counties.

#### **Evidence-Based Practices:**

Based on the studies completed by the Police Executive Research Forum in the Law Enforcement Technology Needs Assessment, a high priority for many agencies is communications technology. The ability to improve interagency interoperability is of great concern for all law enforcement agencies because long delays in response can have an adverse effect on citizen satisfaction with police. In the instance that an officer must wait on information to be passed from officer to dispatcher, dispatcher to dispatcher, and from dispatcher back to officer, precious seconds pass with no response. Technologies, such as dual band radios, help agencies better manage calls for service and deploy resources in more effective ways.

#### **Project Activities Information**

How many commissioned peace officers are funded through the department or division (e.g., police department, sheriff's office, constable precinct) within your organization that will benefit from grant funds? 9

How many additional commissioned peace officers are funded by grant funds? 0

How many prosecutors are funded through your agency's budget? 0

How many additional prosecutors are funded by grant funds? 0

Provide the amount of asset forfeitures awarded to your agency in the most recently completed fiscal year.

Federal Forfeitures: 0

State Forfeitures: 4062

Provide the balance of asset forfeitures on hand as of the date of this application.

Federal Forfeitures: 0

State Forfeitures: 24408

Does this application include funding requests for items that are also eligible for funding with state or federal forfeitures funds? X No

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment	100.00	<u>The new dual band handheld radios will be used by the officers of Van Alstyne Police Department to improve inter-agency communication. Currently, without the ability to quickly communicated with surrounding agencies, officers are hindered in their ability to respond to multi-agency calls. These new radios will improve response time to mutual aid calls and share time sensitive information directly with other officers.</u>

**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
<u>Number of staff with access to equipment purchased with grant funds.</u>	9
<u>Number of units purchased.</u>	9

**Objective Outcome Measures**

OUTCOME MEASURE	TARGET LEVEL
<u>Number of agencies that benefitted from equipment purchases.</u>	40

**Contract Compliance**

Will CJD grant funds be used to support any contracts for professional services? X No

Fiscal Year

Enter the Begin Date [mm/dd/yyyy]: 10/1/2015

Enter the End Date [mm/dd/yyyy]: 9/30/2016

**Sources of Financial Support**

Enter the amount (\$) of Federal Grant Funds: 0

Enter the amount (\$) of State Grant Funds: 0

**Budget Details Information**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	<u>Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)</u>	<u>9 2425AABA53PX8 EF Johnson Viking VP900 Multi-Band 800mHz/ VHF portable radio M2 DB IMM 78VHALFS LI-ION BATTERY, BLACK, P25 CAL AND TDMA. Includes: 3 year warranty. Charger, single bay rapid rate. Remote shoulder speaker microphone with 18" cord.</u>	<u>\$37,703.25</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$37,703.25</u>	9

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	<u>\$37,703.25</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$37,703.25</u>

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$37,703.25</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$37,703.25</u>

## Grant Summary

**Agency Name: Whitesboro Police Department**

**Grant/App: 3133201 Start Date: 9/1/2016 End Date: 3/31/2017**

**Fund Source: DJ-Edward Byrne Memorial Justice Assistance Grant Program**

**Project Title: Patrol Car Laptop Upgrade**

**Division or Unit to Administer the Project: Whitesboro Police Department**

**Address Line 1: P.O. Box 340**

**Address Line 2: 113 W. Main Street**

**City/State/Zip: Whitesboro Texas 76273-0340**

**Headquarter County: Grayson**

**Counties within Project's Impact Area: Grayson**

## Narrative Information

Information related to this program is in the CJD funding announcement for the Justice Assistance Grant Program.

## Program-Specific Questions

Did your agency receive a JAG grant directly from BJA (not CJD) in the current or previous fiscal year? X No

## Sustainment

How many additional years, beyond this request, do you plan to request continuation funding? 0

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter 'N/A']: N/A

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible: N/A

## Civil Rights Liaison

Teresa Nino

P.O. Box 340, Whitesboro Texas 76273

903-564-3311

## Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Announcement-amended and CJD Comprehensive Certification and Assurances to be eligible for this program.

X I certify to all of the above requirements.

## Project Abstract:

The purpose of this grant is to purchase 8 new laptop computers and 8 docking stations to replace our current aging and outdated equipment for Officers to use in their patrol vehicles. The current in car computers we have are 6 years old and are completely outdated and limited in functionality. The use of in car computers is an excellent investigative tool that is utilized by many law enforcement agencies around the country. It allows Officers to have access to databases in the field to aid them in their investigative and enforcement efforts. The goal is to help our Officers fight crime and better serve our community by having access to pertinent information on hand.

## Problem Statement:

The Whitesboro Police Department last purchased in-car laptops in 2010. The computers were shipped with Windows XP operating system which is now obsolete and no longer supported by Microsoft which can lead to a number of security threats. The current laptops are limited to which they can be upgraded and some are beginning to suffer from breakdowns. Officers are limited to the information they have available to them while in the field. The cost to upgrade the current computers exceeds the Police Departments budget. The current laptops are becoming unreliable to their age and limited functionality. The computers as well as the operating system they were shipped with are out of date and no longer being supported by their respective manufacturers. Without these computers Officers are limited to the information they have in the field. Also, it requires them to spend more time at the Office completing reports and other paperwork which could be done in the in the patrol car and allow more time out in the field.

## Supporting Data:

The current laptops were purchased in 2010 from General Dynamics Itronix which makes them six years old. In late 2012 the company brought the end-of-life to the ruggedized laptops and transferred any remaining warranty claims to a third party. There is no longer any support for the General Dynamics Itronix branded laptop computers. The units purchased by the Whitesboro Police Department were shipped with Windows XP operating system with 2MB of ram installed. In 2012 Microsoft ended mainstream support of Windows XP and in 2014 extended support was terminated as well. Without security patches and updates, Windows XP is vulnerable to attacks and intrusion. Also many third party software suppliers will not support

their product being installed on Windows XP due to the security threat. Many of the laptops have been suffering from breakdowns due to their age. Some units no longer have a working optical drive as well as limited functionality. The Officers use these laptops in their patrol vehicles for multiple purposes which include but are not limited to report writing, checking for warrants, viewing IP security cameras, ect..... The Police Department also has access to the Grayson County RMS through a remote server which gives us access to jailing records as well as case records. In 2016 the Grayson County Jail began looking into a proposal to would mandate that all Officers in Grayson County that book a prisoner into their jail would complete the book in process online using the remote access to their servers. Our outdated computers would hinder our ability to comply with their online booking process. In 2016 The Whitesboro Police Department purchased a remote IP security camera which can be placed in high crime areas. This remote IP camera has the functionality to allow Officers to remotely log-in and have a live feed from the camera. Also the City of Whitesboro has other cameras around City property which also has the functionality of real-time video feed. The City of Whitesboro has a population of approximately 4000 people with a total area of approximately 3.2 square miles. The Police Department is staffed with 8 full time Officers as well as a Public Safety Answering Point which is staffed with 5 full time Communication Officers. The Police Department takes between 700 to 1000 incident reports a year and answers approximately 7000 calls a year. Many on the incidents reported include narcotic related incidents, thefts, burglaries and other property crimes. The Police Department has also investigated numerous violent crimes such as sexual assaults, aggravated assaults and family violence. The Police Department also has a K-9 program which was started in late 2015. The K-9 program has yielded numerous arrests for drug offenses. The City of Whitesboro is also experiencing growth. As of early 2016 there are plans for the development of a new commercial area as well as new plans for residential development. There have been numerous new homes as well as stores built in the City within the past few years. We are experiencing an increase of certain crimes in our City. Some of these criminals are coming from the un-incorporated areas around Whitesboro as well as from other cities near us. Whitesboro is a smaller town but we are experiencing some of the same problems as bigger cities. The Whitesboro Police works cooperatively with area agencies including the Grayson County Sheriff's Office, Cooke County Sheriff's Office, Sherman Police Department, Gainesville Police Department as well as other smaller agencies in our area to combat the crime in our area. These cities are also experiencing growth and an increase in crime. Often, criminals will float from one city to another to commit their crimes in hopes of not being caught. Many of these people are repeat offenders who have been dealt with by numerous agencies. Also, we have dealt with numerous offenders who have ties to criminal gangs. In the past few years there has been a notable increase of the presence of white supremacy gangs within the Whitesboro area such as Aryan Circle and Aryan Brotherhood of Texas. We have also seen some recent Drug Cartel activity in our area. With the new computers, the Police Officers would have a more reliable investigative tool to help protect the citizens of our community and to apprehend criminals. With the laptops the Officers would have more real-time information available to them while in the field. They would also be able to use other resources online to assist them in their investigations. Also, having the computers in their patrol units would allow Officers to complete their reports in the car as well as other daily tasks. This would allow them to spend more time in the field where they are visible instead of spending time at the Office completing paperwork. The current computers have served us well, however they are becoming more and more unreliable due to their age. We are limited due the fact that there is no longer any support for the Windows XP operating system as well as the lack of support for the units themselves. Also, being a small town the Police Department has a limited budget. The cost for upgrading to newer laptops far exceeds the budget available to us.

**Project Approach & Activities:**

The goal of the Whitesboro Police Department and its employee is to provide the best service to our citizens to keep them safe. The updated laptop will do this by keeping us connected to our investigative software. While we are on traffic stops, calls or other activity we will have access to our data base of local offenders, reports, as well as other pertinent information. We will be able to access security camera systems in high crime areas that will give us real time video of any incidents. This Laptop can connect our officer's and citizen together using social media in which Officers can learn of problems in neighborhoods and bolster our Community Policing efforts. Having the in-car computer will give us a valuable investigative tool, access to all data bases, and contact with our citizen. As time goes on technology and the use of computers continue to advance. Having the newer updated computers will help keep us up to date.

**Capacity & Capabilities:**

These are only limited by the technology available today and in the future.

**Performance Management:**

We have IT personnel that will maintain and monitor performance.

**Data Management:**

The Whitesboro Police Department has a comprehensive Policy on the Storage and security of data managed by the police.

**Target Group:**

This will target all genders from infants to the elderly.

**Evidence-Based Practices:**

Law Enforcement agency over the year have been using in car computer for many decades. They have been found to be a valuable tool for investigative and enforcement activity, evidence collection, and etc. This allows officers to have important information available to them in the field.

**Project Activities Information**

How many commissioned peace officers are funded through the department or division (e.g., police department, sheriff's office, constable precinct) within your organization that will benefit from grant funds? 9

How many additional commissioned peace officers are funded by grant funds? 0

How many prosecutors are funded through your agency's budget? 0

How many additional prosecutors are funded by grant funds? 0

Provide the amount of asset forfeitures awarded to your agency in the most recently completed fiscal year.

Federal Forfeitures: 0

State Forfeitures: 6334

Provide the balance of asset forfeitures on hand as of the date of this application.

Federal Forfeitures: 0

State Forfeitures: 12634

Does this application include funding requests for items that are also eligible for funding with state or federal forfeitures funds? X No

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
<u>Equipment</u>	<u>100.00</u>	<u>Purchase S400 Semi-Rugged Notebook GETAC Laptop with Gamber Johnson Dock</u>

**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
<u>Number of staff with access to equipment purchased with grant funds.</u>	<u>9</u>
<u>Number of units purchased.</u>	<u>8</u>

**Objective Outcome Measures**

OUTCOME MEASURE	TARGET LEVEL
<u>Number of agencies that benefitted from equipment purchases.</u>	<u>1</u>

**Contract Compliance**

Will CJD grant funds be used to support any contracts for professional services? X No

**Fiscal Year**

Enter the Begin Date [mm/dd/yyyy]: **10/1/2015**

Enter the End Date [mm/dd/yyyy]: **9/30/2016**

**Sources of Financial Support**

Enter the amount (\$) of Federal Grant Funds: 0

Enter the amount (\$) of State Grant Funds: 43000

**Budget Details Information**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
<u>Equipment</u>	<u>Laptop System and Accessories</u>	<u>1) S400 SEMI-RUGGED NOTEBOOK GETAC 8 2,604.77457 20,838.20 S400- i5 - 4210M 2.6GHz, 14 inch With DVD Super-Multi, Win8 Professional x64, 8GB RAM, 500GB HDD, Touchscreen, Mechanical Backlit KBD, Wifi+BT+Gobi 4G, Express Card 54, Smart Card Reader, SD Card Reader, TPM 1.2, Low Temp -21C, IP5X, 3 Year Warranty 2) GAMBER JOHNSON DOCK GAMBER 8 694.43182 5,555.45 Gamber Johnson Vehicle Dock with Port Replicator, dual-pass GPS/WWAN and screen stiffener</u>	\$26,395.65	\$0.00	\$0.00	\$0.00	\$26,395.65	8

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>Equipment</u>	<u>\$26,395.65</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$26,395.65</u>

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$26,395.65</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$26,395.65</u>

## Grant Summary

**Agency Name: Fannin County Juvenile Services**

**Grant/App: 2806203 Start Date: 9/1/2016 End Date: 8/31/2017**

**Fund Source: JA-Juvenile Justice and Delinquency Prevention Allocation to States**

**Project Title: Structured Family Therapy**

**Division or Unit to Administer the Project: Juvenile Probation**

**Address Line 1: 1203 East Sam Rayburn**

**City/State/Zip: Bonham Texas 75418-4945**

**Headquarter County: Fannin**

**Counties within Project's Impact Area: Fannin**

## Narrative Information

Information related to this program is in the CJD funding announcements for the Juvenile Justice Local and Statewide Grant Programs.

## Sustainment

How many additional years, beyond this request, do you plan to request continuation funding? 4

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter 'N/A']: N/A

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible:

Our long term sustainment plan includes the use of State funds from the Texas Juvenile Justice Department utilized through either regionalization plan funds (which these funds have not been defined) or the use of State funds from the Texas Juvenile Justice Department through other means. We also hope to incorporate County funding into this process due to this being a community program.

## Civil Rights Liaison

Richard Glaser

101 East Sam Rayburn Bonham, TX 75418

903-583-7448

## Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Local Announcement-amended or Statewide Announcement-amended, and CJD Comprehensive Certification and Assurances to be eligible for this program.

X I certify to all of the above requirements.

## Project Abstract:

Fannin County Juvenile Services provides services to children and families in Fannin County who have allegedly violated the law. The Department supervises kids who are on probation but also, kids who are awaiting disposition in their cases. The Structure Family Therapy program is a "last effort" at rehabilitation for children who are at risk for being placed out of the home or at risk for being sent to the Texas Juvenile Justice Department-Institutional Division. This program is a community based effort with therapy being provided in the home with the child, parent or extended family, and siblings as well that teaches the family how to interact appropriately with the child. It sets specific goals for each family in order to be successful immediately and in the future.

## Problem Statement:

Fannin County Juvenile Services is a small rural department located approximately one and a half hours northeast of Dallas. The county population is approximately 35,000 and has limited resources. The majority of families fall at or below the poverty range and children who find themselves in the criminal justices system are usually indigent. The department has very limited funds to rehabilitate children. The department contracts with individual counselors, Liberty Resources, and various residential programs across the State. Unfortunately, the department does not have unlimited funding for these programs. The department is funded by the State and locally from the County, both of which have cut funding to the department in the last year. The focus of the funding sought from the State will be directed at funding the Liberty Resources program, which we will lose if funds are not made available. The Liberty Resources program will target the children who are at-risk of being placed outside the home or in the Texas Juvenile Justice Department in an Institutional setting. The idea behind the program is to keep the most severe at-risk children in their homes, in the community for rehabilitation, rather than being placed outside the home or in an institutional setting.

**Supporting Data:**

The Structured Family Therapy program will serve 8 families within the time frame. 85% of those children will complete the program and not be revoked or placed. The program will be based within the community and will help the department meet its commitment reduction goal as set by the Texas Juvenile Justice Department of committing only one youth per fiscal year to the institutional division. It will also meet the goals of the grant guidelines by providing counseling or therapy to the child and family. The final goal/outcome will be that out of the youth who complete the treatment program, approximately 70% will not be arrested or placed out of the home within six months of completing treatment.

**Project Approach & Activities:**

The Texoma Region Community Plan identifies 3 areas aimed at juvenile justice and delinquency prevention. They include: Reducing the use of drugs and alcohol within the juvenile population, substantially reduce youth crimes, anti-social behaviors, and trancies, and decrease the number of teen pregnancies within the Texoma Region. The goal of Fannin County Juvenile Services is to supervise and rehabilitate children who have committed crimes. It is the philosophy of the department to utilize as many community resources as possible to rehabilitate the child without removing him from the home. This includes counseling, community service, and supervision from the department. The Structured Family Therapy program not only provides counseling and therapy to the child but also to the family as well.

**Capacity & Capabilities:**

Without grant funds, our organization could not have this program. At the current time, we do have grant funding and serve between 8-10 families per year. We could expand the program but we would have to obtain additional funding from other sources in order to do so.

**Performance Management:**

The goal of this project is to assist Fannin County Juvenile Services with the ability to rehabilitate as many children and families as possible within the community through therapeutic means.

**Data Management:**

We track each child and family throughout the process of their case with their case manager/counselor. The information is tracked through the JCMS program. We also meet all grant requirements from the Office of the Governor and send this information to Texas A&M University.

**Target Group:**

The Liberty Resources program is fully functional at this time and has served 4 kids to date this fiscal year. We are on target to serve at least 8 families in the program and possibly more. Data to this point is correct and on target to reach appropriate goals.

**Evidence-Based Practices:**

The Placement Diversion / Family Reunification Program (PD/FRP) or "Liberty Resources" is an in-home, community based treatment program with its foundation in the evidenced based Structural Family Therapy Model. In addition, the program is outcomes data driven. It is also important to note that the Institute for Excellence in Mental Health at the University of Texas at Austin is currently looking for funding to evaluate the program to substantiate the outcome data and provide information regarding cross system replication to improve services and create more successful outcomes for families across the nation.

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
<u>Professional Therapy and Counseling</u>	<u>100.00</u>	<u>The therapist will visit with families a minimum of once per week. The therapist will develop plans for the child and the parent to follow at all times and will be available by phone each day should problems arise. The therapist will report to the Department weekly and also testify in Court as to the progress that the family is making. The therapist will provide case notes to Liberty Resources and will have a team of support staff that can assist her should the need arise. All developed plans will be approved by Liberty Resources and the probation officer. The therapist will have an immediate Supervisor that will also visit in person each quarter.</u>

**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
<u>Number of program youth referred.</u>	<u>12</u>

Number of program youth screened / assessed.	<u>12</u>
Number of program youth served.	<u>8</u>
Number of program youth with formal psychological / psychiatric evaluations.	<u>8</u>

**Objective Outcome Measures**

<u>OUTCOME MEASURE</u>	<u>TARGET LEVEL</u>
Number of program youth completing program requirements.	<u>8</u>
Number of program youth complying with aftercare plan.	<u>8</u>
Number of program youth exhibiting a decrease in substance use.	<u>8</u>
Number of program youth exhibiting an improvement in family relationships.	<u>8</u>
Number of program youth exhibiting an improvement in social competencies.	<u>8</u>
Number of program youth who offend or reoffend.	<u>0</u>

**Contract Compliance**

Will CJD grant funds be used to support any contracts for professional services? X Yes

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

We monitor all contracts for services as required by the Texas Juvenile Justice Department. We review the contracts and report to TJJD two times per year concerning the contracts that we have with providers outside our agency.

**Fiscal Year**

Enter the Begin Date [mm/dd/yyyy]: 9/1/2016 Enter the End Date [mm/dd/yyyy]: 8/31/2017

**Sources of Financial Support**

Enter the amount (\$) of Federal Grant Funds: 113538 Enter the amount (\$) of State Grant Funds: 260451

**Budget Details Information**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/ %
<u>Contractual and Professional Services</u>	<u>Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services</u>	<u>Advocacy, Mental Health, and Treatment including substance abuse case management, counseling, Outpatient, and/or treatment services. Our services are contracted through Liberty Resources, Inc.</u>	<u>\$40,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$40,000.00</u>	<u>0</u>

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>Contractual and Professional Services</u>	<u>\$40,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$40,000.00</u>

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$40,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$40,000.00</u>

## Grant Summary

Agency Name: Grayson County

Grant/App: 1344919 Start Date: 9/1/2016 End Date: 8/31/2017

Fund Source: WF-Violence Against Women Formula Grants

Project Title: Domestic Violence Investigator Program

Division or Unit to Administer the Project: Grayson County District Attorney's Office

Address Line 1: 200 South Crockett, Suite 116A

City/State/Zip: Sherman Texas 75090-7167

Headquarter County: Grayson

Counties within Project's Impact Area: Grayson

## Narrative Information

Information related to this program is in the CJD funding announcement for the Violence Against Women Justice and Training Program.

### A. Focus Areas

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims. 0

Law Enforcement – any public agency charged with policing functions. 100

Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders. 0

Court – any civil or criminal court system. 0

Other – any initiative that indirectly affects victims (e.g., developing protocols and procedures). 0

### B. Culturally Competent Victim Restoration

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

The District attorney's Office and the Domestic Violence Investigator maintain cultural sensitivity while working with all victims during the recovery process. Victim restoration begins with the first contact. The Domestic Violence Investigator recognizes that each victim is different with different needs, feelings, ideas and barriers, and the services provided must be relevant to the needs of the community. The investigator is a 39 year local police veteran and therefore knowledgeable of the cultural issues faced by the victims he serves.

### C. Culturally Specific and Underserved Populations

Does your program have a primary focus on serving a culturally specific population? X No

If you answered 'YES' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter 'N/A'. N/A

### D. Victim Referral Process

Describe how victims are referred to your agency.

Law enforcement agencies contact the Victim Services Division directly if they need immediate assistance. When a domestic violence case is filed with the District Attorney's Office, the Domestic Violence Investigator makes personal telephone contact with each victim to offer services and follow-up on victims needs. Referrals are also made by the Children's Advocacy Center, the Women's Crisis Center and other area agencies and services in Grayson County.

### E. Relevance to Priorities

Provide a brief explanation regarding the proposed project's relevance to any or all of the following priorities. If none of these items apply enter 'N/A'

Improving the criminal justice system response.

Our program works to improve the criminal justice response to victims of violence against women by contacting the victim at the earliest point in the criminal justice process, attempting to keep the victim engaged in the process, and ensuring their safety and to be sure that the victim is informed not only of the rights afforded the by law and that the defendant will be held accountable for their actions. The Investigator is aware of the cultural issues that are or may be present in some cases and is ever mindful of working within the framework of those issues.

## **F. Sustainment**

How many additional years, beyond this request, do you plan to request continuation funding? 4

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter 'N/A']: We plan for more than three years of sustainment, please see below.

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible:

Grayson County has long been committed to providing domestic violence investigative services for victims. A Victim Services Division in different forms has been staffed for more than 25 years through matching funds for grant positions, county funds for part-time employees, and equipment and other tangible resources for staff. As funding decisions are made by commissioners court with competing funding priorities and limited resources, funding for this program in the absence of grant funds cannot be predicted, but would be seriously be jeopardized. The District Attorney has long struggled to obtain adequate funding through county resources to sufficiently fund domestic violence services, and it is our belief that budgetary decisions would not sustain the domestic violence program if CJD funds were not available.

### **Civil Rights Liaison**

Kelly Cassell

100 W. Houston, Sherman, Texas 75090

903-813-5214

### **Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD Funding Announcement and CJD Comprehensive Certification and Assurances to be eligible for this program.

X I certify to all of the above requirements.

### **Project Abstract :**

The Grayson County Domestic Violence Investigator will ensure that misdemeanor and felony cases of Domestic Violence, Sexual Assault, Stalking, and Dating Violence are investigated and prepared with adequate information for prosecution, provide victims 13 and over assistance in participation in the criminal justice system, and provide referral to the Victim Services Division for assistance with Crime Victims Compensation, Protective Orders or other victim related matters and /or referrals. According to the Crimes in Texas report, published by the Texas Department of Public Safety, in 2014, there were 818 incidents of family violence and 88 Sexual Assaults reported to law enforcement within Grayson County's 123,534 population. The Domestic Violence Investigator investigated 572 cases of Family Violence provided to the District Attorney's office by the 13 law enforcement agencies in Grayson County from September 1, 2014 to August 31, 2015. 140 of those were felonies and 432 were misdemeanors. The goal of the Domestic Violence Investigator Program is to provide investigative services to all adult female victims of domestic violence, sexual assault, dating violence and stalking to assist in the successful prosecution of offenders and to ensure adult female victims are afforded the rights granted by Article 56.02 of the Texas Code of Criminal Procedure. The Grayson County District Attorney's Office Domestic Violence Investigator program will provide investigative services to all female victims of domestic violence, sexual assault, dating violence and stalking within the 123,534 population of Grayson County, ages 13 years and up. Functions of the position include: interview victim/witnesses, assist prosecutors with scheduling witnesses for trial, contact witnesses and provide security for victims/witnesses during criminal proceedings, provide information to victims concerning crime victims compensation and protective orders, referring victims to the victim services coordinators and to other area agencies and services when appropriate.

### **Problem Statement:**

Criminal cases of Domestic Violence, Sexual Assault, Stalking, and Dating Violence are not adequately investigated and prepared for prosecution. Female victims aged 13 and over need assistance in participating in the criminal justice system, making good decision regarding prosecution, and need assistance with Crime Victims Compensation, Protective Orders and other Victim related matters and/or referrals.

### **Supporting Data:**

According to the 2014 Crimes In Texas report published by the Texas Department of Public Safety, law enforcement agencies in Grayson County reported 818 incidents or calls for service for Domestic Violence cases and 88 incidents or calls for service for sexual assault made by the public ( it should be noted that Sexual Assault child/Aggravated Sexual Assault Child and Indecency with Child were included in these numbers from Crimes in Texas). From September 1, 2014 to August 31, 2015 the Domestic Violence Investigator conducted investigations on 140 felony cases and 432 misdemeanor cases for a total of 572 cases investigated by the Domestic Violence Investigator. These cases include dating violence and stalking. There were two sexual assault cases investigated during this time period.

### **Project Approach & Activities:**

The Grayson County District Attorney's Office participates in the Texoma Council of Governments regional community planning process in all focus areas and specifically in the area of victim services. The Domestic Violence Investigator Program project addresses the number one priority for prosecution projects by supporting and responding to violence against women. This project continues the development of a specialized family violence, sexual assault, stalking and dating violence victim services division within the prosecutor's office. The Investigator in this program dedicates his time to locating and contacting victims of domestic violence, sexual assault, stalking, and dating violence, gathering demographic as well as case specific information including determining if medical records need to be obtained from a medical center, if there has been past violence, if the victim and defendant are still together, what the relationship is, and if the victim wishes to pursue prosecution. This information is vital to prosecutors who file the cases. Every effort is made to contact a victim including the Investigator physically attempting to locate. The Investigator also serves subpoenas, marshalls witnesses at criminal hearings, provides criminal history checks on defendants and witnesses, obtains any records necessary for the case and other duties that may be required for such cases or the program.

**Capacity & Capabilities:**

The Domestic Violence Investigator program has maintained the same general structure for more than 20 years - covering the same geographical area (Grayson County) and with the same hierarchy. The Domestic Violence Investigator reports to the District Attorney and the First Assistant Attorney. The Investigator is a 39 year commissioned veteran of law enforcement working in his capacity of Domestic Violence Investigator since January of 2002. The Investigator retains his commission by remaining up to date on all training hours necessary for his commission and especially in the areas of Domestic Violence, Sexual Assault, Dating Violence and Stalking.

**Performance Management:**

The Domestic Violence Investigator program's goal is to ensure that all cases of domestic violence, stalking, sexual assault, and dating violence cases filed in our office by the 13 law enforcement agencies that serve Grayson Counties 123,534 population are properly investigated and prosecuted, and that all victims of such crimes are given appropriate resources and the rights guaranteed by Chapter 56 of the Texas Code of Criminal Procedure. The Domestic Violence Investigator will dedicate his time to contacting female victims aged 13 and above, gathering demographic and permanent contact information to enhance the prosecution on approximately 540 cases for the 2017 fiscal year on the cases provided by law enforcement by August 31, 2017. The Domestic Investigator will track the number of cases filed by law enforcement, the number of cases he investigates, and the number referred for prosecution.

**Data Management:**

The Domestic Violence statistical sheets are provided to the Victim Services Director on a Weekly basis. Those statistics are kept to be used at several intervals throughout the year, including for grant performance reports as well as other instances such as supporting data for fiscal budgets or when providing local information at public venues and public awareness campaigns.

**Target Group :**

The Domestic Violence Investigator Program is to provide investigative services on all cases of female victims of domestic violence, sexual assault, dating violence and stalking age 13 and over in Grayson County's 123,534 population to assist in the successful prosecution of offenders.

**Evidence-Based Practices:**

The Grayson County District Attorney's Office Domestic Violence Investigator Program accomplished the stated objectives for the 2015 fiscal year application. Current records indicate that program staff has provided services for 211 cases of Domestic Violence, Sexual Assault, Dating Violence and Stalking from September 1, 2015 to January 11, 2016. Last year in the same time period our statistics showed that we had served 187 cases, a difference of 24 cases.

**Project Activities Information**

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%): 1

Domestic Abuse Percentage (%): 65

Stalking Percentage (%): 1

Dating/Acquaintance Violence Percentage (%): 33

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
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Investigation	100.00	Provide investigative services for prosecutors in the Grayson County District Attorney's Office including: Interview victim/witness, take statements, collect criminal defendant information, serve subpoenas for all hearings; Criminal History Checks - perform criminal history checks for defendants and witnesses, gather information concerning prior convictions or pending cases in other jurisdictions. Marshaling Witnesses - assist prosecutors with scheduling witnesses for trial, contact witnesses, provide security for victim/witness during criminal proceedings. Victim contact - attempt to contact victims in domestic violence, sexual assault, stalking and dating violence cases. File Class C cases- swear out complaints on class c domestic violence cases and file with Justices of the Peace. Information and Referral - provide information to victims concerning crime victim compensation and protective orders and refer victims to victim services coordinators and other area agencies and services when appropriate.
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**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
Number of arrests made.	0
Number of cases filed.	540
Number of cases investigated.	540
Number of cases referred for prosecution.	540

**Objective Outcome Measures**

OUTCOME MEASURE	TARGET LEVEL
Number of convictions.	0

**Contract Compliance**

Will CJD grant funds be used to support any contracts for professional services? X No

**Fiscal Year**

Enter the Begin Date [mm/dd/yyyy]: **10/1/2015**

Enter the End Date [mm/dd/yyyy]: **9/30/2016**

**Sources of Financial Support**

Enter the amount (\$) of Federal Grant Funds: 2000000

Enter the amount (\$) of State Grant Funds: 250000

**Budget Details Information**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Certified Peace Officer - All Others	Domestic Violence Investigator - provides investigative services in the Grayson County District Attorney's Office including: interviewing victim/witnesses; Criminal History Checks; Marshaling Witnesses; Victim Contact; Records Retrieval; File Class C Cases; and Provide Information and Referral.	\$33,536.25	\$37,018.75	\$0.00	\$0.00	\$70,555.00	100

**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
<u>Grayson County General Fund</u>	<u>Cash Match</u>	<u>\$37,018.75</u>

**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
<u>\$37,018.75</u>	<u>\$37,018.75</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	<u>\$33,536.25</u>	<u>\$37,018.75</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$70,555.00</u>

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
<u>\$33,536.25</u>	<u>\$37,018.75</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$70,555.00</u>

**TO:** TCOG Governing Board  
**FROM:** TCOG Governing Board Nominating Committee  
**DATE:** May 19, 2016  
**RE:** 2016 - 2017 TCOG Governing Board Officers

**RECOMMENDATION**

Receive and approve the slate of officers presented by the Nominating Committee.

**BACKGROUND**

On April 21, 2016 Vice President Spanky Carter presented an email from President Clegg to the board which named Judge Jason Brinkley, Mayor Roy Floyd, and Commissioner Jeff Whitmire to the Nominating Committee.

**DISCUSSION**

The Nominating Committee presents the following slate of candidates for the 2016-2017 Board term which runs June 1, 2016 through May 31, 2017.

President: Jason Brinkley, Cooke County Judge  
Vice-President: Tammy Johnson, City of Sherman Council Member  
Secretary/Treasurer: Spanky Carter, Fannin County Judge

**BUDGET**

N/A

**TO:** TCOG Governing Board  
**THRU:** Susan B. Thomas, PhD, Executive Director *SBT*  
**FROM:** Allison Minton, Client Services Department Director *AM*  
**DATE:** May 13, 2016  
**RE:** Corrections to Approved Salaries

#### **RECOMMENDATION**

Authorize corrections to two (2) salaries in the 2017 budget.

#### **BACKGROUND**

The salary schedule is prepared each year and is approved by the board as part of the budget process. Salary increases include cost of living increases as well as adjustments based on market or merit.

#### **DISCUSSION**

During the administrative process of preparing Personnel Action Forms for the newly approved salaries, it was discovered two salaries were incorrectly presented. The **2016 Current Actual Salary** line was incorrect for the salary of David Ryon, PHA Lead Maintenance Mechanic and Logan Cunningham, AAA Care Coordination Specialist. The correct **2016 Current Actual Salary** for Mr. Ryon is \$40,000 however the salary schedule showed \$38,231. The correct **Current 2016 Salary** for Ms. Cunningham is \$24,000 however the salary schedule showed \$19,484. The attached table shows the corrected salaries.

#### **BUDGET**

There will be no impact to these program budgets. The THP program budget was previously approved and included Mr. Ryon's correct salary amount. The Aging Services program budget was previously approved and included the Ms. Cunningham's correct salary amount.

	2016 Approved Budget		2016 Current Actual				2017 Proposed						
	Approved FTE Authority	Approved Salary Authority (Includes Longevity)	Current Actual FTE	Current Actual Salary	Current Salary Plus Longevity	Proposed Actual FTE	Across the board Increase	Other Increase	Proposed New Salary	Longevity	FYE 2017 Proposed Salary Authority	\$ Change Salary Authority	% Change Salary Authority
Cunningham Logan	1.0	38,081	0.8	24,000	24,000	0.8	2.0%		24,480		24,480	24,480	
Ryon David			1.0	40,000	40,600	1.0	2.0%		40,800	600	41,400	3,319	8.7%

**TO:** TCOG Governing Board  
**FROM:** Susan B. Thomas, PhD, Executive Director *SBT*  
**DATE:** May 18, 2016  
**RE:** Benefits Budget Line Item Adjustment

**RECOMMENDATION**

Adjust Air Ambulance line in FYE 2017 Benefits budget to \$3,465 to reflect increase in pricing and anticipated increase in headcount.

**BACKGROUND**

The air ambulance benefit provider is AirMedCare. This benefit was initiated in 2010.

**DISCUSSION**

The amount included in the FYE 2017 budget did not account for the rate increase experienced this year. The line is also being increased to account for anticipated increase in headcount.

**BUDGET**

The impact of this change on benefit rate is minimal (0.05%) and no adjustment is recommended at this time. As anticipated additional employees come on board, a comprehensive amendment for all benefit line items will be warranted.



P.O. Box 948  
West Plains, MO 65775

800-793-0010 Fax 866-299-3303  
membership@airmedcarenetwork.com

## Invoice

Texoma Council of Governments  
1117 Gallagher Dr  
Sherman, TX 75090  
ATTN: Mindi Jones

Invoice: 3849-201639  
Plan ID: 3849  
HHID: 540637  
March 09, 2016

Expiration Date: 05/05/2016

Membership Type	Quantity	Amount
Household	58	\$ 3,245.00-
		3190.00

Total Amount: \$3,245.00  
3190.00

If any changes are needed or if you have any questions,  
please contact Andrea Russell.

Phone: 417-257-1224 or Email: Andrea.Russell@amgh.us

If paying by credit card, please complete the following information:

Credit Card Type	Credit Card Number Information
<input type="checkbox"/> Visa	#: _____ Exp Date: __/__/__ Authorization Code: _____ Cardholder Name: _____
<input type="checkbox"/> Mastercard	
<input type="checkbox"/> American Express	
<input type="checkbox"/> Other	

Make check or money order payable to: AirMed Care Network  
PO Box 948 West Plains, MO 65775



## Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers\* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.

3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**

4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.

6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

\*Air Evac EMS, Inc. / EagleMed LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.

**TO:** TCOG Governing Board  
**FROM:** Lori A. Cannon, Accounting Consultant   
**DATE:** May 18, 2016  
**RE:** Annual Review of Investment Policy

**RECOMMENDATION**

Approve recommended changes to Procedure 95-01-1 Investment Policy in the Generalized Accounting Procedures Manual.

**BACKGROUND**

Section 12 of the Investment policy requires staff to afford the Governing Board the opportunity to review the policy on an annual basis. The policy was last updated April 24, 2014.

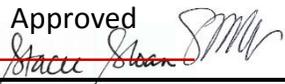
**DISCUSSION**

Recommended changes include the following:

1. Assign investment officer duties to the full board in the absence of a finance director;
2. Limit investment options to banks in the tri-county area;
3. Use Governing “Board” consistently through document rather than “Body”;
4. Eliminate the power for the investment officer to withdraw funds;
5. Eliminate entire section which references a Comprehensive Annual Financial Report (TCOG’s audit is not a CAFR);
6. Move policy review process to before the budget process.

**BUDGET**

N/A

Effective: 04/24/2014 Issued: 05/26/2016 Supersedes: 04/24/2014 05/26/2016 04/01/2012 242016 Approved   
~~04/24/2014~~ ~~05/26/2016~~ ~~04/24/2014~~ ~~05/26/2016~~ ~~04/01/2012~~ ~~242016~~ ~~J. Stace~~ ~~J. Stace~~

PURPOSE

The purpose of this procedure is to establish the activities to be followed in investing Texoma Council of Governments funds and to designate TCOG's Finance Director as the Investment Officer. In the event of a position vacancy or for any other reason the Finance Director is unable to perform these duties, investment decisions and actions will be determined by the full board during a called meeting of the Governing Board. Any report or document generation required for Board consideration will be prepared by accounting staff and approved by the Executive Director.

POLICY

It is the policy of Texoma Council of Governments that, where permitted by local, state or federal law, TCOG will place cash assets into income generating investments that meet the criteria established by this procedure and that such investments will emphasize safety of principal, liquidity, and yield. This policy is established to comply with the statutory requirements of the Public Funds Investment Act (Government Code, Chapter 2256) and applies to all of TCOG's unrestricted local funds unless expressly prohibited by law or unless it is in contravention of any depository contract between TCOG and any depository bank.

DESCRIPTION

The following activities pertain to the investment of TCOG funds.

PERFORMED BY: INVESTMENT OFFICER

1. The Investment Officer may invest TCOG local funds in the following types of income generating instruments:
  - a. Interest Bearing Checking Accounts at TCOG's designated depository bank.
  - b. Certificates of Deposit issued by a state or national bank domiciled in Cooke, Fannin, or Grayson County, Texas.
  - c. TexPool.
  - d. Treasury bills
  - e. Such other investments as the Governing Body-Board may from time to time specifically authorize.
2. The Investment Officer may invest TCOG 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 TCOG 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 TCOG. ~~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 TCOG'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 TCOG'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 ~~Body~~ Board may authorize from time to time.
  
9. The Investment Officer will prepare a periodic report not less than quarterly to the Governing Board of the investment portfolio in which TCOG funds are invested. The report shall:
  - a. Describe in detail the investment position of TCOG on the date of the report;
  - b. Be prepared by the Investment Officer;
  - c. Contain a summary statement of each pooled fund group that states the beginning market value for the reporting period, additions and changes to the market value

- during the period, ending market value for the period, and fully accrued interest for the reporting period;
- d. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
  - e. State the maturity date of each separately invested asset that has a maturity date.
10. The Investment Officer will insure that all TCOG funds are fully collateralized or insured consistent with federal or state laws and the current bank depository contract in one or more of the following manners:
    - a. Insured by FDIC or its successor;
    - b. Obligations of the United States or its agencies and instrumentalities;
    - c. Other obligations as described by the Public Funds Investment Act;
    - d. Letters of credit, obligations of the United States or its agencies and Instrumentalities may be used as collateral if ordered by the TCOG Governing Board.
  11. The Investment Officer will insure that all securities pledged by the depository bank shall be held in safekeeping by TCOG or by a TCOG account in a third party financial institution, or with a Federal Reserve Bank.
  12. The Investment Officer will insure that the TCOG Governing Board is afforded the opportunity to review this investment policy on an annual basis, ~~preferably during before~~ the ~~\_\_\_\_\_~~ Governing Board adopts the annual budget ~~adoption process~~.

**TO:** TCOG Governing Board  
**FROM:** Susan B. Thomas, PhD, Executive Director *SBT*  
**DATE:** May 12, 2016  
**RE:** FYE 2016 Budget Update

**RECOMMENDATION**

Accept recommendation, if any, regarding TCOG's FYE 2016 Budget.

**BACKGROUND**

Each month the Governing Body is presented with a status update of the current fiscal year budgets for the indirect cost allocation pool, the employee benefit pool, and the central service IT pool and afforded the opportunity to make desired changes to the employee benefit rate, the general and administrative indirect cost allocation rate, the on-site indirect cost allocation rate, or the central service IT rate as conditions warrant.

**DISCUSSION**

The following documents are attached: updated Statement of Proposed Indirect Cost for FYE 4/30/2016 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, updated Statement of Employee Benefit Programs for FYE 4/30/2016 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, updated Statement of Central Service IT Costs for FYE 4/30/2016 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance.

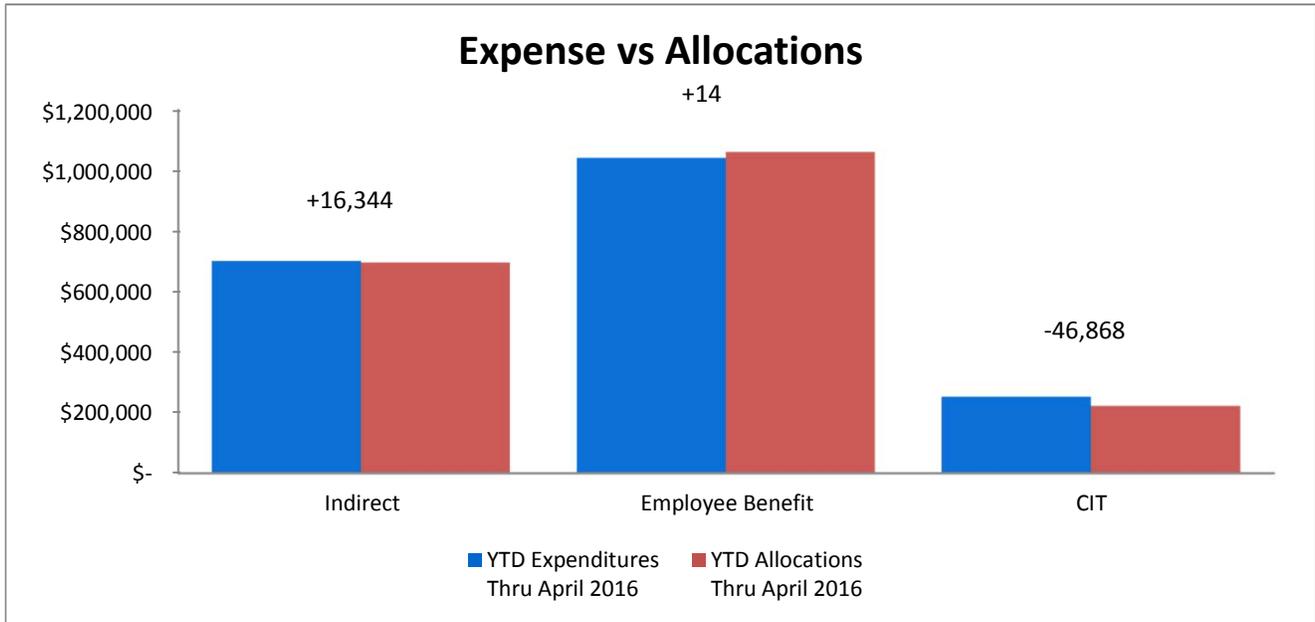
**BUDGET**

No rate changes are recommended at this time.



### FYE 2016 YTD Indirect & Benefit Budgets

Fund	FY 2016 Approved Budget	YTD Allocations Thru April 2016	YTD Expenditures Thru April 2016	% of Budget	Over/ (Under)	Budget Balance
Indirect	\$ 772,123	\$ 695,406	\$ 701,063	90.80%	\$ (5,656)	\$ 71,060
Employee Benefit	1,107,126	1,061,340	1,041,763	94.10%	19,577	65,363
CIT	234,103	221,299	251,423	107.40%	(30,125)	(17,320)
<b>Total</b>	<b>\$ 2,113,352</b>	<b>\$ 1,978,045</b>	<b>\$ 1,994,249</b>	<b>94.36%</b>	<b>\$ (16,204)</b>	<b>\$ 119,103</b>



TEXOMA COUNCIL OF GOVERNMENTS  
Statement of Revenues and Expenditures  
From 4/1/2016 Through 4/30/2016

10 - FINANCE AND ADMINISTRATION  
100 - INDIRECT COST POOL 5/1/15 TO 4/30/16  
April 2016

	Budget	Current Month	Year-to-Date Actual	Budget Balance
		Actual		
<b>EXPENSES</b>				
Advertising	\$ 300	\$ -	\$ 367	\$ (67)
Audit Services	34,000	-	27,102	6,898
Bank Fees	9,799	-	81	9,718
Copy Center Expense	4,500	-	2,952	1,548
Depreciation Expense	90,200	-	-	90,200
Dues and Subscriptions	7,000	-	600	6,400
Employee Benefits	123,841	10,688	120,967	2,874
Indirect Salaries	262,375	21,945	256,642	5,733
Insurance & Bonding	9,020	-	7,302	1,718
Janitorial Services	11,808	984	11,808	-
Lawn care Services	3,936	216	2,592	1,344
Legal Services	3,000	23,624	96,147	(93,147)
Mortgage Interest	39,360	2,902	20,564	18,796
Pest Control Services	574	90	270	304
Postage	3,200	139	1,374	1,826
Printing	500	-	71	429
Repair & Maintenance Building	31,160	8,857	37,322	(6,162)
Sanitation Services	2,050	-	1,721	329
Supplies Office	17,500	-	6,978	10,522
Training & Travel	17,000	1,013	16,233	768
Utilities	101,000	6,096	89,970	11,030
<b>Total EXPENSES</b>	<b>\$ 772,123</b>	<b>\$ 76,553</b>	<b>\$ 701,063</b>	<b>\$ 71,060</b>
YTD Target Expenses			\$ 772,123	

<b>REIMBURSEMENT</b>				
Indirect Cost Allocation	\$ 772,123	\$ 65,665	\$ 695,406	\$ 76,717
<b>Total Reimbursement</b>	<b>\$ 772,123</b>	<b>\$ 65,665</b>	<b>\$ 695,406</b>	<b>\$ 76,717</b>
YTD Target Reimbursement			\$ 772,123	

TEXOMA COUNCIL OF GOVERNMENTS  
Statement of Revenues and Expenditures  
From 4/1/2016 Through 4/30/2016

10 - FINANCE AND ADMINISTRATION  
101 - EMPLOYEE BENEFITS 5/1/15 TO 4/30/16  
April 2016

	Budget	Current Month Actual	Year-to-Date	Budget Balance
<b>PAID LEAVE</b>				
ADMIN LEAVE	\$ 4,000	\$ -	\$ 8,219	\$ (4,219)
FUNERAL LEAVE	3,500	-	4,366	(866)
HOLIDAYS	112,697	3,231	92,748	19,949
ANNUAL LEAVE	133,188	6,532	128,855	4,333
SICK LEAVE	66,594	4,961	82,480	(15,886)
<b>Total PAID LEAVE</b>	<b>\$ 319,979</b>	<b>\$ 14,724</b>	<b>\$ 316,668</b>	<b>\$ 3,311</b>
<b>OTHER BENEFIT EXPENSES</b>				
HSA SAVINGS	\$ 90,945	\$ 6,625	\$ 73,783	\$ 17,162
AIR AMBULANCE MEMBERSHIP	2,400	-	2,873	(473)
EMPLOYEE ASSISTANCE PROGRAM	1,800	-	1,440	360
GROUP VISION INSURANCE	-	-	600	(600)
GROUP DENTAL INSURANCE	-	-	2,753	(2,753)
GROUP LIFE INSURANCE	6,097	444	4,952	1,145
GROUP MEDICAL INSURANCE	296,874	22,354	275,493	21,381
UNEMPLOYMENT INSURANCE	15,142	-	90	15,052
WORKERS COMP INSURANCE	11,500	-	7,237	4,263
RETIREMENT	158,612	13,785	163,065	(4,453)
PAYROLL TAXES	203,777	17,042	192,809	10,968
<b>Total OTHER BENEFIT EXPENSES</b>	<b>\$ 787,147</b>	<b>\$ 60,250</b>	<b>\$ 725,095</b>	<b>\$ 62,052</b>
<b>TOTAL EXPENSE</b>	<b>\$ 1,107,126</b>	<b>\$ 74,974</b>	<b>\$ 1,041,763</b>	<b>\$ 65,363</b>
YTD Target Expense			\$ 1,107,126	
<b>REIMBURSEMENT</b>				
EMPLOYEE BENEFITS ALLOCATION	\$ 1,107,126	\$ 93,112	\$ 1,061,340	\$ 45,786
<b>Total REIMBURSEMENT</b>	<b>\$ 1,107,126</b>	<b>\$ 93,112</b>	<b>\$ 1,061,340</b>	<b>\$ 45,786</b>
YTD Target Reimbursement			\$ 1,107,126	

TEXOMA COUNCIL OF GOVERNMENTS  
Statement of Revenues and Expenditures  
From 4/1/2016 Through 4/30/2016

10 - FINANCE AND ADMINISTRATION  
104 - CENTRAL SERVICE IT 5/1/15 TO 4/30/16  
April 2016

	Budget	Current Month Actual	Year-to-Date	Budget Balance
<b>EXPENSES</b>				
Telephone and Internet	\$ 43,200	\$ 3,721	\$ 33,701	\$ 9,499
Contracted Services	170,163	14,737	202,912	\$ (32,749)
Repair & Maintenance Building	0	0	55	\$ (55)
TECHNOLOGY HARDWARE/SOFTWARE	19,240	0	13,133	\$ 6,107
Supplies Office	1,500	175	1,623	\$ (123)
<b>Total EXPENSES</b>	<b>\$ 234,103</b>	<b>\$ 18,632</b>	<b>\$ 251,423</b>	<b>\$ (17,320)</b>
YTD Target Expenses			\$ 214,594	
<b>REIMBURSEMENT</b>				
Indirect Cost Allocation	\$ 234,103.00	\$ 19,380.51	\$ 221,298.54	\$ 12,804.46
<b>Total REIMBURSEMENT</b>	<b>\$ 234,103.00</b>	<b>\$ 19,380.51</b>	<b>\$ 221,298.54</b>	<b>\$ 12,804.46</b>
YTD Target Reimbursement			\$ 214,594.42	

**PROPOSED MEMBERSHIP DUES SCHEDULE  
FYE 2016**

**MEMBERS**

Membership is open to counties; incorporated cities, towns, and villages; independent school districts; consolidated school districts; community colleges districts; and any other political subdivision of the State which is geographically situated in the Texoma Region who petitions for and is granted membership.

<b>Municipalities (34)</b>				<b>Municipalities (34)</b>			
		<b>Paid Amt</b>	<b>Date</b>			<b>Paid Amt</b>	<b>Date</b>
Cooke County	\$ 3,748	\$ 3,748.00	6/30/2015	Town of Lindsay	\$ 200	\$ 200.00	6/10/2015
Fannin County	\$ 2,992	\$ 2,992.00	7/9/2015	City of Muenster	\$ 334		
Grayson County	\$ 6,453	\$ 6,453.00	6/10/2015	Town of Oak Ridge	\$ 100	\$ 100.00	6/10/2015
City of Bells	\$ 262			City of Pottsboro	\$ 452	\$ 452.00	6/30/2015
City of Bonham	\$ 2,089	\$ 2,089.00	6/30/2015	Town of Ravenna	\$ 100		
City of Callisburg	\$ 100	\$ 100.00	6/10/2015	City of Sadler	\$ 100	\$ 100.00	6/10/2015
City of Collinsville	\$ 320			City of Savoy	\$ 171		
City of Denison	\$ 4,840	\$ 4,840.00	6/10/2015	City of Sherman	\$ 7,738		
City of Dodd City	\$ 100			City of Southmayd	\$ 215	\$ 215.00	6/30/2015
City of Ector	\$ 135	\$ 135.00	6/30/2015	City of Tioga	\$ 190	\$ 190.00	6/10/2015
City of Gainesville	\$ 3,310	\$ 3,310.00	6/30/2015	City of Tom Bean	\$ 203	\$ 203.00	6/30/2015
City of Gunter	\$ 352	\$ 352.00	6/30/2015	City of Trenton	\$ 223	\$ 223.00	6/30/2015
City of Honey Grove	\$ 366	\$ 366.00	6/30/2015	City of Valley View	\$ 175		
City of Howe	\$ 582	\$ 582.00	7/9/2015	City of Van Alstyne	\$ 555		
City of Knollwood	\$ 100	\$ 100.00	6/10/2015	City of Whitesboro	\$ 826	\$ 826.00	6/30/2015
City of Ladonia	\$ 140	\$ 140.00	7/9/2015	City of Whitewright	\$ 333	\$ 333.00	6/10/2015
City of Leonard	\$ 394	\$ 394.00	6/30/2015	Town of Windom	\$ 100	\$ 100.00	6/30/2015
<b>School Districts (22)</b>				<b>School Districts (22)</b>			
Bells ISD	\$ 155	\$ 155.00	9/14/2015	Leonard ISD	\$ 176	\$ 176.00	6/10/2015
Bonham ISD	\$ 378			Muenster ISD	\$ 100	\$ 100.00	8/27/2015
Collinsville ISD	\$ 112			Muenster Sacred Heart	\$ 100		
Denison ISD	\$ 880	\$ 880.00	6/30/2015	N Central Tx College (CC Campus only)	\$ 451		
Dodd City ISD	\$ 100	\$ 100.00	9/24/2015	Pottsboro ISD	\$ 246	\$ 246.00	6/10/2015
Ector ISD	\$ 100	\$ 100.00	9/24/2015	Sam Rayburn ISD	\$ 100		
Era ISD	\$ 100			Savoy ISD	\$ 100	\$ 100.00	7/23/2015
Fannindell ISD	\$ 100			Sherman ISD	\$ 1,333	\$ 1,333.00	8/13/2015
Gainesville ISD	\$ 632			Tom Bean ISD	\$ 156		
Grayson County College	\$ 746	\$ 746.00	7/9/2015	Van Alstyne ISD	\$ 267		
Honey Grove ISD	\$ 120			Whitesboro ISD	\$ 305		
<b>Associate Members (2)</b>				<b>Summary (58)</b>			
Bonham Chamber of Commerce	\$ 175			Municipalities	\$ 38,298		
Denison Chamber of Commerce	\$ 100	\$ 100.00	6/30/2015	School Districts	\$ 6,757		
				Associate Members	\$ 275		
				<b>Total Membership Revenue</b>	<b>\$ 45,330</b>		