



COASTAL BEND
COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS
MEETING AGENDA

December 13, 2024 at 2:00 PM
2910 Leopard Street
Corpus Christi, Texas 78408
John Buckner Conference Room

Pursuant to Texas Government Code section 551.127 which states a governmental body that extends into three or more counties may meet by videoconference call only if the member of the governmental body presiding over the meeting is physically present at the location of the meeting. The Honorable David Krebs, San Patricio County Judge, Chairman, will be present at the meeting. Board members or members of the public may attend the meeting online using the link below. This link may also be found on the website at <https://www.coastalbendcog.org/>

Join Zoom Meeting

<https://zoom.us/j/94804319133?pwd=l0ve856jl2kJge9QQNk7XgFA2IiKba.1>

Meeting ID: 948 0431 9133

Passcode: 954912

1. Pledge of Allegiance
2. Call to Order, Roll Call, Quorum Determination
3. Public Comment
4. Approval of the Minutes of September 27, 2024 Board of Directors Regular Meeting
5. Treasurer's Report
 - a. Cash Reports – September 2024, October 2024, November 2024
6. Discussion and Possible Action Items

A. Consent Agenda

1. Motion to approve the final notification of funds available for FY2024 for Community Action Corporation of South Texas (CACOST) for the period of 10/01/2023 – 09/30/2024 in the amount of \$966,769.
2. Motion to approve the final notification of funds available for FY2024 for the City of Corpus Christi for the period of 10/01/2023 – 09/30/2024 in the amount of \$1,300,286.
3. Resolution #4100 authorizing the Executive Director to accept fiscal year 2025 contracting plan summary for local nutrition service providers in the amount of



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\$2,512,226 based on estimates from the Health and Human Services Commission.

4. Resolution #4101 authorizing the Executive Director to execute contract amendment extending from Fiscal Year October 1, 2023 to September 30, 2024 to the current local service provider: Aransas County Council on Aging, Kleberg County, Live Oak County, Refugio County, Duval County and Community Action Corporation of South Texas for the project period October 1, 2024 to September 30, 2025 in the amount of \$2,512,226.
5. Resolution #4102 authorizing the Executive Director to execute a contract agreement for FY2024 – FY2027 with Outreach Health Community Care Services LP D/B/A Outreach Home Care for respite in-home and personal assistance as one of the contractors that will be a part of the Area Agency on Aging's contractor purchase pool in the amount of \$255,281.
6. Resolution #4103 authorizing the Executive Director to execute a one-year contract with Coastal Bend Center for Independent Living to provide support services for the Housing Navigator Program in the amount of \$15,000 for the project period of September 1, 2024 – August 31, 2025.
7. Resolution #4104 authorizing the Executive Director to submit an application to the General Land Office in the amount of \$4,488,700 for a regional resilience project.
8. Resolution #4105 approving the membership of the 2025 Criminal Justice Advisory Committee.
9. Resolution #4106 adopting Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR).
10. Motion to approve a Memorandum of Understanding with Texas Senior Medicare Patrol to conduct five presentations per month with a minimum of 10 individual interactions with Medicare Beneficiaries about Medicare/Medicaid fraud, waste and abuse. The Area Agency on Agency will receive a stipend of \$10,000.

B. Chairman's Report

1. Motion to approve the FY2025 Annual Budget
2. Motion to approve the revised By-laws
3. Motion to approve the new Employee Handbook

7. Information Items

8. Executive Director's Report

9. Approval of Treasurer's Report



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10. Adjourn

Executive Session Disclosure Statement: The Board of Directors reserves the right to adjourn into executive session at any time during the course of the meeting to discuss any item listed on this agenda as authorized by Chapter 551 of the Texas Government Code, including but not necessarily limited to §551.071 (Consultation with Attorney),

§551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices).



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Public Comment Procedures: Citizens may address the Board of Directors concerning any issue posted on the agenda for the meeting. All Public Comments shall be subject to the following:

- a) All individuals desiring to make a public comment should identify himself/herself before providing his/her public comment.
- b) All public comments shall be made in relation to the posted agenda item;
- c) Each speaker will receive three minutes and no portion of a speaker's allotted time may be given (assigned, relinquished, or donated) to another speaker.
- d) The Board Chairman shall follow the order of persons wishing to speak as listed on the sign-up sheet; and
- e) The Board Chairman, with the consent of the Board of Directors, may add additional procedures or limitations and may alter these procedures depending on the circumstances in order to facilitate the orderly conduct of Board business at the meeting.

Public Notice: This notice complies with Texas Government Code Chapter 551, Open Meetings Act, Section 551.041 (Notice of Meeting Requirements); Section 551.043 (Time and Accessibility of Notice Requirements); Section 551.053 (Notice of Requirements of a Political Subdivision Extending into three or more counties); and Section 551.127 (Videoconference Call). The notice has been posted at least 72 hours before the scheduled time of meeting on the website of the Coastal Bend Council of Governments at <https://www.coastalbendcog.org/>

Individuals with Disabilities/Special Needs: If you plan to attend this public meeting and you have a disability or special need that requires special arrangements at the meeting, please contact the CBCOG offices at (361) 883-5743 at least 48 hours before the scheduled meeting in order for reasonable accommodations to be arranged.

Posted December 9, 2024, at 4 P.M. at 2910 Leopard Street, Corpus Christi, Texas



MEETING MINUTES
COASTAL BEND COUNCIL OF GOVERNMENTS
September 27, 2024 - 2:00 PM
Corpus Christi, Texas

The meeting of the Board of Directors of the Coastal Bend Council of Governments was held at 2:00 pm on Friday, September 27, 2024. This meeting was held in hybrid format by videoconference pursuant to Texas Government Code Section 551.127 which states a governmental body that extends into three or more counties may meet by videoconference call only if the member of the governmental body presiding over the meeting is physically present at the location of the meeting. The Honorable Chuck Schultz, Commissioner, Kleberg County, 2nd Vice Chairman, was present at the meeting. Board members and individuals from the public who desired to attend in person, accessed the meeting at 2910 Leopard Street, Corpus Christi, Texas.

Please see attachment for members attended for September 27, 2024 meeting.

1. CALL TO ORDER

Commissioner Chuck Schultz, Kleberg County, called the meeting to order at 2:00 pm. Executive Director Emily Martinez confirmed a quorum.

2. APPROVAL OF MEETING MINUTES

Judge Charles Burns, Kenedy County, made a motion to approve the August 16, 2024 meeting minutes. Commissioner Margie H. Gonzalez, Jim Wells County, seconded the motion. The August 16, 2024 meeting minutes were approved by unanimous vote.

3. TREASURER'S REPORT

Treasurer, Mayor JoAnn Ehmann, City of Ingleside on the Bay, presented a report on cash transactions and month-end cash balances for the month of August 2024. Commissioner Howard Gillespie, San Patricio County, made a motion to approve the August 2024 Cash Report and Mr. Cedric W. Davis, Sr., City Manager, City of Mathis, seconded the motion. The Treasurer's Report was approved by unanimous vote.

4. ITEMS REQUIRING ACTION BY THE COUNCIL OF GOVERNMENTS

A. CHAIRMAN'S REPORT

1. Commissioner Chuck Schultz, Kleberg County, recommended 12 board members to serve on the Budget Committee. Commissioner Howard Gillispie, San Patricio County, made a motion to approve the Budget Committee. Councilmember Michael Hunter, City of Corpus Christi, seconded the motion. The recommended Budget Committee was approved by unanimous vote.

B. PLANNING AND ECONOMIC DEVELOPMENT

1. Mary Afuso, Director, Planning and Economic Development requested certification of signature authority for Texas Department of Transportation (TXDOT). Commissioner Howard Gillespie, San Patricio County, made a motion to approve the authorization of signature authority for TXDOT. Judge Charles Burns, Kenedy County, seconded the motion. The certification of signature authority for TXDOT was approved by unanimous vote.

C. AREA AGENCY ON AGING

1. Viola Monrreal, Director, Area Agency on Aging, read Resolution 4097 Authorizing the Executive Director to execute a contract agreement for FFY2024-FFY2027 with Supreme Access, LLC for Respite In-Home and Personal Assistance between August 1, 2024 – September 30, 2027. Commissioner Margie H. Gonzalez, Jim Wells County, made a motion to approve Resolution 4097. Mayor Cynthia Carrasco, City of Alice, seconded the motion. Resolution 4097 was approved by unanimous vote.
2. Viola Monrreal, Director, Area Agency on Aging, read Resolution 4098 Authorizing the Executive Director to execute a contract agreement for FY2024-FY2027 with Chartwell Community Services DBA Elara Caring for Respite In-Home and Personal Assistance between August 1, 2024 – September 30, 2027. Judge Charles Burns, Kenedy County, made a motion to approve Resolution 4098. Commissioner Margie H. Gonzalez, Jim Wells County, seconded the motion. Resolution 4098 approved by unanimous vote.
3. Viola Monrreal, Director, Area Agency on Aging, read Resolution 4099 authorizing the Executive Director to execute a contract agreement for FFY2024-FFY2027 with Los Milagros Construction, LLC, to provide support services for Residential Repair between August 1, 2024 – September 30, 2027. Commissioner Margie H. Gonzalez, Jim Wells County, made a motion to approve Resolution 4099. Mayor Cynthia Carrasco, City of Alice, seconded the motion. Resolution 4099 was approved by unanimous vote.

D. EXECUTIVE DIRECTOR'S REPORT

Emily Martinez, Executive Director, Coastal Bend Council of Governments, gave a report on CBCOG initiatives.

Meeting adjourned at 2:32 p.m.

The Honorable Judge David Krebs, Chairman

ATTEST:

City of Corpus Christi Representative Mr. Peter Collins

**Coastal Bend Council of Governments
Schedule of Cash Transactions
For Month Ended September 30, 2024**

Cash balance at September 1, 2024		\$ 873,069.95
Cash receipts for September 2024		
Cash receipts from deposits	\$ 664,379.48	
Transfer from Texpool-9-1-1 Account	107,257.74	
Transfer from Texpool-General Account	137,804.00	
Interest Earned for September 2024	3,954.36	
Total Cash receipts for September 2024		<u>913,395.58</u>
Subtotal		1,786,465.53
Less: Cash disbursements for September 2024		
Cash disbursements for accounts payables	628,633.94	
Payroll disbursements	176,286.45	
Total Cash disbursements for September 2024		804,920.39
Cash balance at September 30, 2024***		<u><u>\$ 981,545.14</u></u>
***Cash balance by Account at September 30, 2024		
Regular Account	\$ 962,071.05	
Payroll Account	2,879.42	
Operating Account	16,594.67	
Total Cash balance at September 30, 2024		<u><u>\$ 981,545.14</u></u>
Investments in Texpool: Interest rate 5.1637%		
General Fund:		
Investments in Tex-Pool at September 1, 2024	\$ 18,765.88	
Deposits-Solid Waste Program	137,804.00	
Transfers to American Bank	(137,804.00)	
Interest Earned for September 2024	192.52	
Investments in Tex-Pool at September 30, 2024	<u><u>\$ 18,958.40</u></u>	
9-1-1 Fund:		
Investments in Tex-Pool at September 1, 2024	\$ 86,320.53	
Deposits	597,756.37	
Transfer to American Bank	(107,257.74)	
Interest Earned for September 2024	156.95	
Investments in Tex-Pool at September 30, 2024	<u><u>\$ 576,976.11</u></u>	

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Sept 11, 2024**

Check	Vendor Name	Description	Check Amount
29827	Jennifer Bostick	Travel Adv for TARC Bi-Annual Meet & Training.09-17-19-2024.	\$ 907.00
29828	Noel Esquivel	Travel Adv for TARC Bi-Annual Staff Training.09-16-19-2024.	214.00
29829	Lucia Rios	Travel Adv for TARC Meeting,CJ Plann Meeting.09-17-19-24.	450.00
29830	Emily Martinez	Travel Adv for TARC Bi-Annual Meeting.09-17-20-2024.	500.00
29831	Veronica A. Toomey	Travel Adv for Single Audit & Gov Acc & Audit Conf.09-23-24-2024	515.00
29832	Veronica A. Toomey	Travel Adv for TARC Finance & Pers Train & Meet.09-17-18-24.	391.00
29833	Juana Marek	Travel Adv for TARC Bi -Annual Staff Training.09-16-18-2024.	585.00
29834	Gilbert Guajardo	Travel Adv for TARC Bi-Annual Staff Training.09-16-18-2024.	765.00
Report Total			\$ 4,327.00

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Sept 16, 2024**

Check	Vendor Name	Description	Check Amount
29835	Aflac Inc	Payroll Deductions for 09-01 to 09-30,2024.	\$ 122.08
29836	Altex Electronics	(20) Tripp Lite Black 7 Outlet Surge Suppressors, 9-1-1	494.00
29837	AT & T	Services for 09-01 to 09-30,2024.	6.00
29838	Language Line Services	Services from 08-01 to 08-31-2024.9-1-1.	182.28
29839	Brightspeed	Services for 09-01 to 09-30,2024.9-1-1.	544.96
29840	DEX Imaging, LLC	Bizhub Pro 1100 Maintenance for 08-10 to 09-09, 2024.	66.41
29841	Thryv	Services for 09-01 to 09-30,2024.	47.00
29842	EAN Holdings, LLC	Rent of vehicle from 09-04 to 09-06,2024.9-1-1 Operations.	125.88
29843	Goodwill Industries South TX.	Shredding Services for 08-14 to 08-28,2024.	430.91
29844	Gulf Coast Paper Co., Inc.	Hand Soap (1 case), Toilet Paper(2 cases), Paper Towels (2 cases)	243.75
29845	Ingleside PD	CPR Reimbursement, 9-1-1 Ingleside PSAP	510.00
29846	United States Treasury	P/R Deductions for 09-15-2024.	50.00
29847	Office Depot Business Account	Epson 702XL Ink Cartridges.	236.97
29848	Riviera Telephone Company	Services for 09-01 to 09-30,2024.9-1-1.	175.66
29849	Shelby Simms	Mileage Reimbursement for 07-12 to 07-31,2024, AAA	646.89
		Mileage Reimbursement for 08-01 to 08-21,2024, AAA	
29850	SmartCom Telephone	Services for 09-01 to 09-30,2024.9-1-1.	234.00
29851	T-Mobile	Services for 07-28 to 08-27,2024.9-1-1.	44.44
29852	Veronica A. Toomey	A Fine Mess Book for CPM Program.	14.24
29853	Valley Telephone Cooperative	Services for 08-01 to 08-30,2024.9-1-1.	456.00
29854	Verizon Wireless	Services for 07-27 to 08-26,2024.9-1-1.	48.27
Report Total			\$ 4,679.74

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Sept 25, 2024**

Check	Vendor Name	Description	Check Amount
29855	AT & T Mobility	Services for 09-04 to 10-03,2024.9-1-1. Services for 09-08 to 10-07,2024.	\$ 291.45
29856	AT & T Long Distance	Services for 08-06 to 09-06,2024.9-1-1. Services for 09-09 to 10-08,2024.9-1-1.	358.77
29857	AT&T	Services for 09-13 to 10-12,2024.9-1-1.	955.29
29858	Brightspeed	Services for 09-04 to 10-03,2024.9-1-1.	78.00
29859	City of Corpus Christi	Services for 08-08 to 09-09,2024. Services for 08-09 to 09-09,2024. Services fro 08-08 to 09-09,2024.	644.70
29860	Corpus Christi Lock Doc LLC	Key Cut for Desk File Cabinet,Key Cut for Desk Drawers.AAA. Repair lockset.AAA.	74.83
29861	DEX Imaging, LLC	Bizhub Pro 1100 Maintenance for 09-10 to 10-09,2024.	102.70
29862	Duval County Sheriff's Office	T-Cole Certification Class Reimbursement (3), 9-1-1 Duval County PSAP	831.00
29863	EAN Holdings, LLC	Rent of vehicle from 09-09 to 09-20,2024.9-1-1 Operations. Rent of vehicle from 09-16 to 09-18,2024.9-1-1 Operations. Rent of vehicle from 09-16 to 09-19,2024.9-1-1 Operations. Rent of vehicle from 09-17 to 09-19,2024.TARC Training, Finance	742.90
29864	Quench USA, Inc.	Services for 09-01 to 09-30,2024, Water Cooler	48.40
29865	Gulf Coast Paper Co., Inc.	Folgers Coffee (6 canisters), (50)Coffee Pods,(4) Coffee Creamers	258.45
29866	Konica Minolta Premier Finance	Bizhub Pro 1100 Lease for 10-01 to 10-31,2024.	550.33
29867	T-Mobile	Services for 08-09 to 09-08,2024.	28.70
29868	VTX Communications	Services for 09-15 to 10-14,2024.9-1-1.	141.23
Report Total			\$ 5,106.75

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Sept 26, 2024**

Check	Vendor Name	Description	Check Amount
29869	Juana Marek	Travel Advance for REACH 2024 Conference.	\$ 511.00
Report Total			<u>\$ 511.00</u>

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Sept 3, 2024**

Check	Vendor Name	Description	Check Amount
18239	Texas Windstorm Insurance	Windstorm Ins renewal for 09-07-2024-09-07-2025 Partial Payment	\$ 4,058.40
18240	Amazon	Employee Personnel Folder Sets (50)	207.98
18241	CC Excel Properties	Rent for 09-2024	7,250.00
18242	Corina A. Saenz	Ad-Hoc Human Resources Support for 07 & 08-2024	1,800.00
18243	Emily Martinez	Executive Director car allowance for 09-2024	600.00
18244	Cynthia Spurgat MS, RD, LD	Consulting dietitian services for August 2024	2,750.00
18245	Unum Life Insurance Company	Long Term Care Premium for 09-2024	474.70
Report Total			\$ 17,141.08

**Coastal Bend Council of Governments
 Accounts Payable Check Register
 Cash Regular for Sept 4, 2024**

Check	Vendor Name	Description	Check Amount
18246	Texas A & M University - C.C.	Services for RFP Workforce and Economic Accelerator 06-2024. Services for RFP Workforce and Economic Accelerator 04-2024. Services for RFP Workforce and Economic Accelerator 05-2024.	\$ 49,696.26
18247	University of Texas at San Ant	Mapping & Ident of Reg'l Supply Chain Opportunities.05-2024.	13,212.85
Report Total			\$ 62,909.11

**Coastal Bend Council of Governments
 Accounts Payable Check Register
 Cash Regular for Sept 6, 2024**

Check	Vendor Name	Description	Check Amount
18248	Saenz Home Health Services Inc	07-01 to 07-31,2024.Residential Repair, AAA - A/C Window Unit	\$ 15,507.00
		07-01 to 07-31,2024.Residential Repair, AAA - Freezer/Refrigerator (2)	
		08-01 to 08-31,2024.Residential Repair, AAA - Shower Conversion	
		08-01 to 08-31,2024.Residential Repair, AAA - Stove Replacement (2)	
		Services for 07-01-12-2024, In-Home Respite, AAA	
		07-01 to 07-31,2024.Residential Repair, AAA - Shower Conversion	
Report Total			\$ 15,507.00

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Sept 10, 2024

Check	Vendor Name	Description	Check Amount
18249	Health Care Unlimited	Services for 05-01 to 05-31,2024.Personal Assistance, AAA	\$ 850.50
		Services for 06-01 to 06-30,2024.Personal Assistance, AAA	
18250	American Med. Home Health Inc	Services for 04-01 to 04-15,2024.Respite In Home, AAA	252.00
18251	APC Home Health Services, Inc.	Services for 06-01 to 06-30,2024.Pers Assist & Resp In Home, AAA	2,497.62
		Services for 07-01 to 07-31,2024.ADRC Respite In Home.	
		Services for 07-01 to 07-31,2024.Pers Assist & Resp In Home, AAA	
18252	Aransas County Council on Aging	Services for 07-01 to 07-31,2024, Nutrition, AAA	21,177.00
18253	Bee First Primary Home Care	Services for 07-01-31-2024, Personal Assistance, AAA	1,272.00
18254	Community Action Corp. So. TX	Services for 07-01 to 07-31,2024, Nutrition, AAA	61,787.00
18255	CARESTAT Provider Services	Services for 07-01 to 07-31,2024.Pers Assist & Resp In Home, AAA	2,475.00
18256	Champion Care Inc	Services for 07-01 ot 07-31,2024.Pers Assist & Resp In Home, AAA	1,122.00
18257	City of Corpus Christi	Services for 07-01 to 07-31,2024, Nutrition, AAA	101,892.00
18258	DOR ANS HOME HEALTH	Services for 05-01 to 05-31,2024.Personal Assistance, AAA	1,504.00
		Services for 06-01 to 06-30,2024.Pers Assist & Resp In Home, AAA	
		Services for 07-01 to 07-31,2024.Pers Assist & Resp In Home, AAA	
18259	Duval County	Services for 07-01 to 07-31,2024, Nutrition, AAA	21,124.00
18260	Kleberg County Human Services	Services for 07-01 to 07-31,2024, Nutrition, AAA	20,303.00
18261	Live Oak County	Services for 07-01 to 07-31,2024, Nutrition, AAA	10,711.00
18262	Nueces Co Senior Community Srv	Services for 07-01 to 07-31,2024, Nutrition, AAA	29,030.00
18263	Outreach Health Services	Services for 07-01-31-24, Pers Assistance, AAA	648.00
18264	Rural Economic Assistance Inc.	Services for 07-01 to 07-31,2024.Residential Repair, AAA	8,200.00
18265	Refugio Co Elderly Services	Services for 07-01 to 07-31,2024, Nutrition, AAA	5,717.00
18266	Saenz Home Health Services Inc	Services for 06-01 to 06-30,2024.Respite In Home, AAA	975.00
		Services for 07-2024, Respite, AAA	
		Services for 08-2024, AAA	
18267	Texas Visiting Nurse Service,	Services for 07-01 to 07-31,2024.Personal Assistance, AAA	202.50
18268	Uresti Senior Assistance	Services for 07-01 to 07-31,2024.Pers Assist & Resp In Home, AAA	2,380.00
18269	VIP Providers, Inc.	Services for 06-01 to 06-30,2024.Respite In Home, AAA	522.00
Report Total			\$ 294,641.62

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Sept 11, 2024**

Check	Vendor Name	Description	Check Amount
18270	Viola Monrreal	Travel Adv for TARC Meeting.09-16-19-2024.	\$ 1,151.00
Report Total			\$ 1,151.00

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Sept 16, 2024**

Check	Vendor Name	Description	Check Amount
18271	AT & T Mobility	Services for 07-20 to 08-19,2024.	\$ 1,245.20
18272	Champion Energy Services, LLC	Services for 08-01 to 08-30,2024.	416.83
18273	Champion Energy Services, LLC	Services for 08-01 to 08-30,2024.	460.38
18274	Champion Energy Services, LLC	Services for 08-01 to 08-30,2024.	1,230.06
18275	Chips Plus	Dropped off 2 UPS units from Kleberg & 3 from Kingsville, 9-1-1 Installed 2 new APC Back UPS Pro 1500s. Bee County, 9-1-1 Installed 2 new APC Back UPS Pro 1500s. Kleberg, 9-1-1 Installed 3 new APC Back UPS Pro 1500s. Beeville, 9-1-1 Installed 3 new APC Back-UPS Pro 1500s .Kingsville, 9-1-1 Picked up APC back-UPS pro, Returned 3 old APC Units.	1,253.81
18276	Coastal Plains Community Center	Services for 06-01 to 07-31,2024, ADRC Respite	6,000.80
18277	Department of Info. Resources	ESINET Services for 07-01-31-24, 9-1-1	34,327.65
18278	ESRI	ArcGIS for editing data.9-1-1.	1,920.00
18279	Frontier Communications	Services for 08-22 to 09-21,2024.9-1-1.	304.86
18280	Frontier Communications	Services for 08-28 to 09-27,2024.9-1-1.	328.13
18281	Abila, Inc.	Human Resources Cloud,Employee Web Svcs Cloud.10-01-31-24. Professional Services: Cloud HR/EWS training.	902.79
18282	Amazon	3-Ring Binder,Swingline Long Reach Stapler. Gofanco USB 3.0 to DVI Video Graphics Adapters, 9-1-1 PSAPs Thermal Lamin Pouch,Thermal Laminator,Correct Tape,Exp File.	1,725.56
18283	M. Nelda Barrera	Mileage Reimbursement for 08-06 to 08-24,2024. Services for 09-04 to 09-12,2024.	938.47
18284	Jennifer Bostick	Mileage Reimbursement for 05-20 to 08-14,2024.	253.19
18285	Charter Communications	Services for 08-23 to 09-22,2024 Services for 08-23 to 09-22,2024.9-1-1. Services for 09-07 to 10-06,2024.9-1-1.	6,439.61
18286	Computer Solutions	Meraki MX75 Router/License, Cisco AnyConnect Apex, Firewall	2,036.46
18287	Maricela De La Fuente	Services and Mileage for 08-15 to 08-30,2024, AAA	551.99
18288	Christina O. Edwardson	Mileage Reimbursement for 08-05 to 08-23,2024.	146.98
18289	Sandra A. Hickl	Mileage Reimbursement for 08-01 to 08-29,2024.	112.56
18290	i3 Technologies, Inc.	I3 Projector 3303W Bulbs, HS	550.00
18291	Intrado Life & Safety	KVM Command & Control Switches, Ingleside PSAP, 9-1-1	2,629.00
18292	Saenz Home Health Services Inc	07-01 to 07-31,2024.Residential Repair, AAA, (2) Window Units 08-01 to 08-30,2024.Residential Repair, AAA, Pressure Treated Lumber 08-01 to 08-31,2024, Residential Repair, AAA, (3) Shower Conversions 08-01 to 08-31,2024, Residential Repair, AAA, Ramp 09-01 to 09-30,2024.Residential Repair, AAA, Shower Conversion	31,102.97
18293	TML - IEBP	Health,life,dental insurance premiums for 09-2024.	42,043.97
18294	Joseph Bernadas	Website development services for 09-2024.	180.00
18295	Felipa Wilmot	Mileage Reimbursement for 08-06 to 08-30,2024.	543.77
Report Total			\$ 137,645.04

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Sept 17, 2024**

Check	Vendor Name	Description	Check Amount
18296	Texas A & M University - C.C.	Services for RFP Workforce & Economic Accelerator.08-2024. Services for RFP Workforce & Economic Accelerator,07-2024.	\$ 18,005.17
Report Total			\$ 18,005.17

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Sept 25, 2024**

Check	Vendor Name	Description	Check Amount
18297	AFLAC	Payroll deductions for 09-2024.	\$ 2,661.92
18298	VOID	VOID	
18299	Chips Plus	Inst obj svr,2 switch,(1)AIM shelf,Out Strip, RobstownPD Setup three workstations Pos 1 thru 3. 9-1-1,Kingsville PD Tested AIM Adapter.9-1-1, Kleberg SO Worked on Pos 1,Cleaned up wires at viper rack.9-1-1, Kings PD	2,716.14
18300	Express Employment	Receptionist for 09-13,2024.	68.64
18301	Foremost Telecommunications	Services for 10-01 to 10-30,2024.9-1-1.	1,014.00
18302	Judy Telge	Housing Navigator contract services for 06-01 to 06-30,2024, ADRC	1,250.00
18303	Mary Afuso	Mileage & Meals for TARC Conference.EDA Workforce.	372.02
18304	APC Home Health Services, Inc.	Services for 06-01 to 06-30,2024.ADRC Respite In Home.	199.36
18305	Charter Communications	Services for 09-14 to 10-13,2024.9-1-1.	10,394.04
18306	CITIBANK	AAA email-Microsoft Office 365 Bus Standards for 08-2024. Email service for mass mailouts.(Caregiver Newsletter). Intrado Equip Storage Unit#1003 for 09-2024.TX Pub Sfty. Microsoft Licenses for 07-20-08-19-2024, HS Monitor,Adobe,Business Cards,paint,wood frame, ED / EDA Monthly Adobe Charge.AAA. Online Fax Service for AAA-08-2024. Second Wind Dreams, INC. AAA. Subscription chat programs for regional GIS, 9-1-1 Wireless Mouse.9-1-1.	2,552.16
18307	Computer Solutions	Lenovo ThinkPad L15,Lenovo ThinkPad Universal Thunderbolt.	1,824.00
18308	Del Mar College	Tuition & fees for 07-01 to 07-31,2024, CJD Training Academy Tuition & fees for 08-2024, CJD Training Academy	30,883.00
18309	DOR ANS HOME HEALTH	Services for 03-01 to 03-31,2024.ADRC Respite In Home Services for 03-01 to 03-31,2024.Personal Assistance, AAA	1,900.00
18310	Noel Esquivel	Reimbursement for PSAP Supplies, Rockport, Kingsville, San Patricio	483.77
18311	Noel Esquivel	Male (plug) VGA Cables,Tripp Lite Surge Protectors, 9-1-1 PSAPs	284.81
18312	Office Pride	Janitorial Services provided 3x per week.	1,180.75
18313	Saenz Home Health Services Inc	Services for 09-01 to 09-30,2024.Residential Repair, AAA, Ramp	3,975.00
18314	VIP Providers, Inc.	Services for 08-01 to 08-31,2024, Dementia	548.10
18315	Joseph Bernadas	AAA/ADRC Migration to CBCOG Web.(Inc all forms & scripts)	2,600.00
Report Total			\$ 64,907.71

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Sept 26, 2024**

Check	Vendor Name	Description	Check Amount
18316	Viola Montreal	Travel Advance for Reach Conference.10-01 to 10-03,2024.	\$ 1,073.00
Report Total			<u>\$ 1,073.00</u>

**Coastal Bend Council of Governments
 Schedule of Bank Transfers
 For Month Ended September 2024**

Date of Transfers	Transfer From	Transfer To	To Reimburse Check #s	Amount of Transfers
9/9/2024	Regular Account	Payroll Account	20247-20279	55,375.50
9/12/2024	Regular Account	Operating Account	29806-29834	11,382.86
9/20/2024	Regular Account	Payroll Account	20280-20312	61,499.74
9/25/2024	Regular Account	Operating Account	29835-29868	9,786.49
Total Transfers				\$ 138,044.59

**Coastal Bend Council of Governments
Schedule of Payroll Transactions
For Month Ended September 30, 2024**

Payroll disbursements for payroll period ended September 15th	\$ 55,375.50
941 Tax Deposit for payroll period ended September 15th	15,479.47
ICMA 401a and 457 contributions for payroll period ended September 15th	23,540.65
Payroll disbursements for payroll period ended September 30th	61,499.74
941 Tax Deposit for payroll period ended September 30th	17,962.09
ICMA 457 contributions for payroll period ended September 30th	2,429.00
Total Payroll Disbursements at September 30, 2024	<u>\$ 176,286.45</u>

**Coastal Bend Council of Governments
Schedule of Cash Transactions
For Month Ended October 31, 2024**

Cash balance at October 1, 2024		\$ 981,545.14
Cash receipts for October 2024		
Cash receipts from deposits	\$ 455,958.81	
Transfer from Texpool-9-1-1 Account	380,829.47	
Transfer from Texpool-General Account	-	
Interest Earned for October 2024	4,375.22	
Total Cash receipts for October 2024		<u>841,163.50</u>
 Subtotal		 1,822,708.64
 Less: Cash disbursements for October 2024		
Cash disbursements for accounts payables	621,672.54	
Payroll disbursements	177,667.29	
Total Cash disbursements for October 2024		 799,339.83
 Cash balance at October 31, 2024***		 <u><u>\$ 1,023,368.81</u></u>
 ***Cash balance by Account at October 31, 2024		
Regular Account	\$ 1,007,457.89	
Payroll Account	2,992.33	
Operating Account	12,918.59	
Total Cash balance at October 31, 2024		<u><u>\$ 1,023,368.81</u></u>
 Investments in Texpool: Interest rate 4.9130%		
General Fund:		
Investments in Tex-Pool at October 1, 2024	\$ 18,958.40	
Deposits	-	
Transfers to American Bank	-	
Interest Earned for October 2024	79.11	
Investments in Tex-Pool at October 31, 2024	<u>\$ 19,037.51</u>	
 9-1-1 Fund:		
Investments in Tex-Pool at October 1, 2024	\$ 576,976.11	
Deposits	124,475.47	
Transfer to American Bank	(380,829.47)	
Interest Earned for October 2024	1,538.43	
Investments in Tex-Pool at October 31, 2024	<u><u>\$ 322,160.54</u></u>	

**Coastal Bend Council of Governments
 Accounts Payable Check Register
 Cash Operating for Oct 1, 2024**

Check	Vendor Name	Description	Check Amount
29870	Beatrice Gabrillo	Travel Advance for PET & TNT Meet.10-06-09-2024, 9-1-1	\$ 228.00
29871	Christina O. Edwardson	Travel Advance for 2024 APS Conference.10-08-11-2024, AAA	912.00
29872	Howard's Bar-B-Q	(20)BBQ plates,tea,dessert for CPM 10-09-2024.	420.00
Report Total			\$ 1,560.00

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Oct 2, 2024**

Check	Vendor Name	Description	Check Amount
29873	Corpus Christi Sign Company	Door graphics removal from passenger side door, COG vehicle	\$ 75.00
Report Total			<u>\$ 75.00</u>

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Oct 10, 2024**

Check	Vendor Name	Description	Check Amount
29874	Mary Afuso	Travel Adv for Future of the Region South Tx.10-16-18-2024.	\$ 125.00
29875	Emily Martinez	Travel Adv for Texas Travel Alliance Board Meet.10-13-14-24.	390.00
Report Total			\$ 515.00

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Oct 11, 2024**

Check	Vendor Name	Description	Check Amount
29876	WEX Bank	Fuel Charges for Rentals, 08-16 to 09-15,2024.	\$ 425.51
29877	AT & T	Services for 09-15 to 10-14,2024.9-1-1.	83.76
29878	AT & T Mobility	Services for 09-12 to 10-11,2024.9-1-1.	22.20
29879	EAN Holdings, LLC	Rent of vehicle from 09-05 to 09-07,2024.9-1-1 Operations.	293.71
		Rent of vehicle from 09-09 to 09-14,2024.9-1-1 Operations.	
29880	United States Treasury	Payroll Deductions for 09-30,2024.	50.00
29881	John Maldonado	Cookies for Board of Director Meeting.	12.50
29882	VOID	VOID	-
Report Total			\$ 887.68

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Oct 17, 2024**

Check	Vendor Name	Description	Check Amount
29883	Emily Martinez	Travel Advance for NADO Conf.10-21-23-2024.	\$ 300.00
29884	Jennifer Bostick	Travel Adv for Tx Infrastructure Liason Course.10-21-23-2024	847.00
29885	Lucia Rios	Travel Adv for 2024 TCOLE Training Conf.10-27-30-2024.	420.00
Report Total			\$ 1,567.00

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Oct 18, 2024**

Check	Vendor Name	Description	Check Amount
29886	Aflac Inc	Payroll Deductions for 10-01 to 10-31,2024.	\$ 122.08
29887	AT & T	Services for 10-01 to 10-31,2024.	6.48
29888	AT & T Mobility	Services for 10-04 to 11-03,2024.9-1-1.	95.09
29889	Language Line Services	Services for 09-01 to 09-30,2024.9-1-1.	148.34
		Services for 09-26,2024.9-1-1.	
29890	Brightspeed	Services for 10-01 to 10-30,2024.9-1-1.	606.33
		Services for 10-01 to 10-31,2024.9-1-1.	
		Services for 10-04 to 11-03,2024.9-1-1.	
29891	Corpus Christi Lock Doc LLC	Key copy.AAA.	4.99
29892	Thryv	Services for 10-01 to 10-31,2024.	47.00
29893	Education to Employment	Council Annual Membership from 01-01 2024 to 12-31-2024.	500.00
29894	Ensemble Group	Website Consulting for 07 to 09-2024.ADR.C.	375.00
		Website Consulting Services for 07 to 09-2024.AAA.	
29895	EAN Holdings, LLC	Rent of vehicle from 09-16 to 09-28,2024.9-1-1 Operations.	1,582.19
		Rent of vehicle from 09-21 to 09-24,2024.Gov Acct & Aud Conf	
		Rent of vehicle from 09-23 to 09-28,2024.9-1-1 Operations.	
		Rent of vehicle from 09-30 to 10-02,2024.9-1-1 Operations.	
		Rent of vehicle from 10-01 to 10-02,2024.9-1-1 Operations.	
		Rent of vehicle from 10-01 to 10-03,2024.AAA.	
		Rent of vehicle from 10-02 to 10-03,2024.9-1-1 Operations.	
		Rent of vehicle from 10-03 to 10-12,2024.9-1-1 Operations.	
		Rent of Vehicle from 10-07 to 10-12,2024.9-1-1 Operations.	
29896	Express Employment	Receptionist for week ended 10-04-2024	274.56
29897	Goodwill Industries South TX.	Shredding Services for 09-2024.	189.41
29898	United States Treasury	Payroll Deductions for 10-15-2024.	50.00
29899	John Maldonado	Postage Stamps for CPM Meeting.	41.32
		Protein Bars for CPM Meeting.	
29900	Promo Universal, LLC	Greeting Cards Emboss,Greeting Cards Silver,Black Envelopes.	945.00
29901	Riviera Telephone Company	Services for 10-01 to 10-31,2024.9-1-1.	176.00
29902	SmartCom Telephone	Services for 10-01 to 10-31,2024.9-1-1.	234.00
29903	South Jetty	South Jetty Annual Subscription.	35.00
29904	T-Mobile	Services from 08-28 to 09-27,2024.9-1-1.	44.24
29905	Texas Travel Alliance	Membership Dues:Regional Council of Governments	500.00
29906	TxTag	Toll fee for 09-2024, TARC	15.47
29907	Verizon Wireless	Services for 08-27 to 09-26,2024.9-1-1.	48.27
29908	VTX Communications	Services for 09-01 to 09-30,2024.9-1-1.	456.00
Report Total			\$ 6,496.77

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Oct 30, 2024**

Check	Vendor Name	Description	Check Amount
29909	Solis Tacos	Breakfast Tacos for Employee Benefits.11-01-2024.	\$ 93.64
29910	AT & T	Services for 10-15 to 11-14,2024.9-1-1.	83.62
29911	AT & T Mobility	Services for 10-08 to 11-07,2024.9-1-1.	195.02
29912	AT & T Mobility	Services for 10-12 to 11-11,2024.9-1-1.	22.20
29913	AT & T Long Distance	Services for 10-09 to 11-08,2024.9-1-1.	57.32
29914	AT&T	Services for 10-13 to 11-12,2024.9-1-1.	955.80
29915	City of Corpus Christi	Services for 09-09 to 10-10-2024.	477.77
29916	DEX Imaging, LLC	Bizhub Pro 1100 Maintenance for 10-10 to 11-09,2024.	94.59
29917	Express Employment	Receptionist for week ended 10-27,2024.	137.28
29918	Falfurrias Facts	Subscription Renewal for 11-01,2024 to 10-31-2025.	55.00
29919	Denise Garza	Gas for rent of vehicle from 10-01-02-2024.9-1-1 Operations. Gas for rent of vehicle from 10-02-04-2024.9-1-1 Operations.	52.78
29920	Quench USA, Inc.	Services for 10-01 to 10-31,2024.	48.40
29921	United States Treasury	PR Deduction for 10-31,2024.	50.00
29922	Konica Minolta Premier Finance	Bizhub PRO 1100 lease for 11-01-30-2024.	550.33
29923	Petty's Electronics	Installation & Programming of Netclock.San Pat 9-1-1.	600.00
29924	RMA Toll Processing	Toll fee for 09-17 to 09-20,2024,TARC	4.34
29925	T-Mobile	Services for 09-09 to 10-08,2024.	28.70
29926	WEX Bank	Fuel Charges for Rentals for 09-16 to 10-15,2024.9-1-1.	575.34
29927	VTX Communications	Services for 10-15 to 11-14,2024.9-1-1.	141.47
Report Total			\$ 4,223.60

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Oct 31, 2024**

Check	Vendor Name	Description	Check Amount
29928	Rubber Stamp Warehouse	Certification of Purchase stamp/Color Printer.	\$ 42.10
Report Total			<u>\$ 42.10</u>

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Oct 1, 2024**

Check	Vendor Name	Description	Check Amount
18317	Brookside Research & Development	FallsTalk New Facilitator Training.AAA.	\$ 2,365.00
18318	CC Excel Properties	Rent for 10-2024.	7,250.00
18319	CITIBANK	Google Cloud,(2)Adobe,Bus Cards,Gift Cards,TXCPA,Postage.	1,628.71
18320	Intrado Life & Safety	Quarterly Maint/Mapflex Primary Svcs for 09-01-11-30-2024. Quarterly-All sites-Power Metrics for 09-01 to 11-30,2024. Text to 9-1-1 for 09-01-11-30-2024.	78,672.10
18321	Emily Martinez	Car allowance for 10-2024	600.00
18322	Northstar Professional	Window Cleaning Service for 10-2024.	130.00
18323	Cynthia Spurgat MS, RD, LD	Consulting Dietitian Services for 09-2024, AAA	2,750.00
18324	Unum Life Insurance Company	Long term care insurance premiums for 10-2024.	474.70
18325	Vista Com	Recorder Maintenance.9-1-1.	15,532.00
Report Total			\$ 109,402.51

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Oct 8, 2024

Check	Vendor Name	Description	Check Amount
18326	8x8, Inc.	Services for 09-01 to 09-30,2024.	\$ 1,883.62
18327	APC Home Health Services, Inc.	Services for 08-01 to 08-31,2024.Respite In Home, AAA	227.84
18328	Aransas County Council on Agin	Services for 08-01 to 08-31,2024, AAA	21,184.00
18329	Bee First Primary Home Care	Services for 02-01 to 02-29,2024.Pers Assist & Resp In Home, AAA	1,681.50
		Services for 03-01 to 03-31,2024.Pers Assist & Resp In Home, AAA	
		Services for 04-01 to 04-30,2024.Pers Assist & Resp In Home, AAA	
		Services for 05-01 to 05-31,2024.Pers Assist & Resp In Home, AAA	
		Services for 09-01 to 09-30,2024.Pers Assist & Resp In Home, AAA	
		Services for 08-01 to 08-31,2024.Personal Assistance, AAA	
18330	Community Action Corp. So. TX	Services for 08-01 to 08-31,2024, AAA	60,328.00
18331	Corina A. Saenz	Employee Handbook Support for 09-2024	2,887.50
18332	City of Corpus Christi	Services for 08-01-31-2024,	99,908.00
18333	DOR ANS HOME HEALTH	Services for 04-01 to 04-30,2024.Respite In Home, AAA	128.00
		Services for 05-01 to 05-31,2024.Respite In Home, AAA	
		Services for 06-01 to 06-30,2024. Respite In Home, AAA	
		Services for 07-01 to 07-31,2024.Respite In Home, AAA	
18334	Duval County	Services for 08-01 to 08-31,2024, AAA	20,721.00
		Services for 08-01-31-2024, ARP, AAA	
18335	Kleberg County Human Services	Services for 08-01 to 08-31,2024, AAA	20,580.00
		Services for 08-01 to 08-31,2024, ARP, AAA	
18336	Live Oak County	Services for 08-01 to 08-31,2024, AAA	10,220.00
18337	Nueces Co Senior Community Srv	Services for 08-01 to 08-31,2024, AAA	27,726.00
18338	Outreach Health Services	Services for 04-01 to 04-30,2024.Personal Assistance, AAA	648.00
		Services for 04-01 to 04-30,2024.Personal Assistance.AAA.	
		Services for 07-01 to 07-31,2024.Respite In Home, AAA	
18339	Rural Economic Assistance Inc.	Services for 09-01 to 09-30,2024.Residential Repair, AAA	4,950.00
18340	Refugio Co Elderly Services	Services for 08-01 to 08-31,2024, AAA	7,334.00
		Services for 11-01-30-2023, AAA	
18341	Saenz Home Health Services Inc	Services for 08-01 to 08-31,2024.Pers Assist & Resp In Home, AAA	3,050.00
		Services for 09-01 to 09-30,2024.Pers Assist & Resp In Home, AAA	
18342	Texas Visiting Nurse Service,	Services for 08-01 to 08-31,2024.Personal Assistance, AAA	428.63
Report Total			\$ 283,886.09

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Oct 18, 2024**

Check	Vendor Name	Description	Check Amount
18343	AT & T Mobility	Services for 08-20 to 09-19,2024.	\$ 3,740.20
18344	Catholic Charities of CC	Caregiver Respite Care Summer Fun Day Participants, ADRC	5,999.18
18345	Champion Energy Services, LLC	Services for 08-30 to 10-01,2024.	429.99
18346	Champion Energy Services, LLC	Services for 08-30 to 10-01,2024.	434.57
18347	Champion Energy Services, LLC	Services for 08-30 to 10-01,2024.	1,187.27
18348	Chips Plus	Installed new Position 2 & HP Printer.Freer PD 9-1-1. Setup one workstation for testing & SP2 installs.Brooks 911. Unboxed & Setup 3 Positions for Training.San Pat 9-1-1. Worked on Install Back Room,setup table for test.Freer PD 911. Worked on Install Pos.Setup NetClock.Robstown & San Pat 911.	2,590.56
18349	Department of Info. Resources	Services for 08-01 to 08-31,2024.9-1-1.	34,327.65
18350	Frontier Communications	Services for 09-19 to 10-18,2024.9-1-1.	1,994.74
18351	Frontier Communications	Services for 09-22 to 10-21,2024.9-1-1.	305.59
18352	Frontier Communications	Services for 09-19 to 10-18,2024.9-1-1.	153.72
18353	Frontier Communications	Services for 09-28 to 10-27,2024.9-1-1.	287.84
18354	Office Depot Business Account	Ink(Mult clr),Black Ink XL,XL Ink,9v Batt,AA Batt,AAA Batt.	486.90
18355	Judy Telge	Housing Navigator contract services for 08-2024, ADRC Housing Navigator Services for 07-2024, ADRC Meals,mileage,hotel,registration for Aging in TX Conf, ADRC	5,125.81
18356	Texas Municipal League-IRP	Liability,Property & Workmans Comp for 10-01-24 to 09-30-25.	21,658.98
18357	8x8, Inc.	Services for 10-01-31,2024	1,885.73
18358	Mary Afuso	Mileage Reimbursement for 08-15 to 09-26,2024.	265.26
18359	Sylvia Alvarado	Mileage Reimbursement for 08-16 to 09-17,2024.	78.19
18360	Amazon	(2)Halloween Inflatable Decorations,AAA Open enrollment Label Maker,Label Tape,Wireless Keyboard & Mouse. Popcorn Machine,Pop Tubes,Popcorn Oil,Kernels,AAA Scannsnap iX1600 Document Scanner.EDA.	1,578.61
18361	Tory Atokuku-Vitz	Gas for rent of vehicle from 10-07-12,2024.9-1-1 Operations.	60.89
18362	M. Nelda Barrera	Mileage Reimbursement for 09-20 to 10-11,2024.	725.56
18363	Mark Bohrer	Gas for rent of vehicle 09-16 to 09-18,2024.	17.85
18364	Charter Communications	Services for 09-23 to 10-22,2024.9-1-1. Services for 09-23 to 10-22-2024	4,025.67
18365	Computer Solutions	Microsoft Teams, 09-2024 Netwatch standard security & cloud storage backup,09-2024. Netwatch standard security & cloud storage backup,10-2024. Structured Cabling,9-1-1.	13,821.22
18366	Dawson Recycling, Inc.	Holiday Beach Clean Up. UP2U. Holiday Clean Up.UP2U.	1,580.00 1,540.00
18367	Maricela De La Fuente	Mileage Reimbursement for 09-23,2024.	12.50
18368	Christina O. Edwardson	Mileage Reimbursement for 09-04 to 09-30,2024.	359.27
18369	Sandra A. Hickl	Mileage Reimbursement for 09-03 to 09-27,2024.	126.63
18370	Shanice Moya	Mileage Reimbursement for 08-29 to 10-10,2024.	295.28
18371	Griselda Ramos	Mileage Reimbursement for 08-01 to 08-22,2024.	352.36
18372	Saenz Home Health Services Inc	(3) Shower Conversion.Ramp, AAA	19,039.98
18373	TML - IEBP	Health & Life Premiums for 10-2024.	37,582.90
18374	University of Texas at San Ant	Mapping & Ident of Reg'l Supply Chain Opp.06-01-30-2024.	13,212.84
18375	Joseph Bernadas	Website development services for 10-01 to 10-31,2024.	180.00
18376	Felipa Wilmot	Mileage Reimbursement for 09-03 to 09-26,2024.	377.88
Report Total			\$ 176,561.62

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Oct 30, 2024

Check	Vendor Name	Description	Check Amount
18377	AFLAC	Payroll deductions for 10-2024.	\$ 2,661.92
18378	AT & T Long Distance	Services for 09-08 to 10-06,2024.	1,266.03
18379	Frontier Communications	Services for 10-19 to 11-18,2024.9-1-1.	1,997.98
18380	Frontier Communications	Services for 10-19 to 11-18,2024.9-1-1.	154.33
18381	Office Depot Business Account	Pressboard Classification Folders.	167.92
18382	Abila, Inc.	MIP Cloud HR, EWS, MIP Migration maint, support, 10-30-11-29 MIP Human Resources Training,EWS Setup & Train,EWS Discovery	3,399.65
18383	Amazon	Brother P Touch Label Maker Tape, 6-Pack,Color. K Cups,Coffee Cups,K Cup Holder,Tool Set,Stirrer.	172.95
18384	APC Home Health Services, Inc.	Services for 08-01 to 08-31,2024.ADRG Respite In home.	256.32
18385	Champion Care Inc	Services for 08-01 to 08-31,2024, AAA Services for 09-01 to 09-30,2024, AAA	833.00
18386	Charter Communications	Services for 10-07 to 11-06,2024.9-1-1. Services for 10-14 to 11-13,2024.9-1-1.	11,961.00
18387	VOID	VOID	-
18388	CITIBANK	2024 APS Conf Registration Fee. 7' Cord.CAT6 Yellow.Travel Dock.9-1-1. AAA Email-Microsoft Office 365 for 09-2024. AAA Email-Microsoft Office 365 for 10-2024. Business Cards,Hotel for TARC,Registration for Conference. Del Mar College rent of room.AAA. Email Services for Mass Mailout. Flight to Longview.AAA. Google Cloud,Acrobat Pro,CPA License renewal. Hotel Stay,Slack Monthly Subscription for 9-1- Addressing Lodging for TARC. Microsoft Licenses for 09-20 to 10-19,2024. Online Fax Service for AAA.09-2024. Reach Conf Registration.AAA. Sales tax credit,Hotel Stay TARC,Antivirus software. Shelf,Open enrollment,Cog memb renewal,Business Cards. Storage Unit #1003 for 10-2024,9-1-1 Equipment Zoom Inc Yearly Subscription Payment.9-1-1.	8,053.81
18389	Christina O. Edwardson	Mileage, 2024 APS Conf for 10-08-11-2024	14.08
18390	Northstar Professional	Window Cleaning Service for 10-2024.	130.00
18391	Office Pride	Cleaning Services provided 3x per week.10-01 to 10-31,2024.	1,180.75
18392	Pitney Bowes Purchase Power	Prepaid Postage meter refill, 4thQTR	999.36
18393	Robert J. Thomas	Business Cards.Homeland Security.	57.97
18394	Uresti Senior Assistance	Services for 09-01 to 09-30,2024, AAA Services from 11-01 to 11-30,2023, AAA	2,600.00
18395	VIP Providers, Inc.	Services for 09-01 to 09-30,2024, AAA	548.10
Report Total			\$ 36,455.17

**Coastal Bend Council of Governments
 Schedule of Bank Transfers
 For Month Ended October 2024**

Date of Transfers	Transfer From	Transfer To	To Reimburse Check #s	Amount of Transfers
10/7/2024	Regular Account	Payroll Account	20313-20345	56,601.41
10/18/2024	Regular Account	Operating Account	29869-29908	12,212.45
10/25/2024	Regular Account	Payroll Account	20346-20378	61,359.61
Total Transfers				\$ 130,173.47

**Coastal Bend Council of Governments
Schedule of Payroll Transactions
For Month Ended October 31, 2024**

Payroll disbursements for payroll period ended October 15th	\$ 56,601.41
941 Tax Deposit for payroll period ended October 15th	15,872.22
ICMA 401a and 457 contributions for payroll period ended October 15th	23,204.03
Payroll disbursements for payroll period ended October 31st	61,359.61
941 Tax Deposit for payroll period ended October 31st	17,914.09
ICMA 457 contributions for payroll period ended October 31st	2,429.00
TWC 3rd QTR State Unemployment taxes	286.93
Total Payroll Disbursements at October 31, 2023	<u>\$ 177,667.29</u>

**Coastal Bend Council of Governments
Schedule of Cash Transactions
For Month Ended November 30, 2024**

Cash balance at November 1, 2024		\$ 1,023,368.81
Cash receipts for November 2024		
Cash receipts from deposits	\$ 433,540.06	
Transfer from Texpool-9-1-1 Account	100,000.00	
Transfer from Texpool-General Account	-	
Interest Earned for November 2024	3,928.94	
Total Cash receipts for November 2024		<u>537,469.00</u>
Subtotal		1,560,837.81
Less: Cash disbursements for November 2024		
Cash disbursements for accounts payables	369,730.93	
Payroll disbursements	172,479.89	
Total Cash disbursements for November 2024		542,210.82
Cash balance at November 30, 2024***		<u><u>\$ 1,018,626.99</u></u>
***Cash balance by Account at November 30, 2024		
Regular Account	\$ 1,003,365.19	
Payroll Account	3,064.97	
Operating Account	12,196.83	
Total Cash balance at November 30, 2024		<u><u>\$ 1,018,626.99</u></u>
Investments in Texpool: Interest rate 4.7302%		
General Fund:		
Investments in Tex-Pool at November 1, 2024	\$ 19,037.51	
Deposits	-	
Transfers to American Bank	-	
Interest Earned for November 2024	74.02	
Investments in Tex-Pool at November 30, 2024	<u><u>\$ 19,111.53</u></u>	
9-1-1 Fund:		
Investments in Tex-Pool at November 1, 2024	\$ 322,160.54	
Deposits	292,345.13	
Transfer to American Bank	(100,000.00)	
Interest Earned for November 2024	1,348.98	
Investments in Tex-Pool at November 30, 2024	<u><u>\$ 515,854.65</u></u>	

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Nov 6, 2024**

Check	Vendor Name	Description	Check Amount
29929	Emily Martinez	Travel Advance for Texas Lyceum Board Meeting.11-08-09-2024.	\$ 350.00
29930	Reliant Energy	Utilities Assistance for 11-2024, AAA	300.00
29931	Ambit Energy	Utilities Assistance for 11-2024, AAA	132.27
29932	TXU Energy Assistance Group	Utilities Assistance for 11-2024, AAA	300.00
29933	Reliant Energy	Utilities Assistance for 11-2024, AAA	300.00
29934	Training 9-1-1 Heroes	TDD Training.9-1-1.	350.00
29935	Joann Sandoval	Travel Advance for IR&A Convention from 11-11-13-2024.	819.00
29936	Reliant Energy	Utilities Assistance for 11-2024, AAA	300.00
Report Total			\$ 2,851.27

**Coastal Bend Council of Governments
 Accounts Payable Check Register
 Cash Operating for Nov 14, 2024**

Check	Vendor Name	Description	Check Amount
29937	Noel Esquivel	Travel Adv for 911 Grantee Workshop & Comm Meet.11-18-20-24.	170.00
29938	Frontier Utilities	Utilities Assistance for 11-2024, AAA	280.77
29939	TXU Energy Assistance Group	Utilities Assistance for 11-2024, AAA	300.00
29940	City of Corpus Christi	Utilities Assistance for 11-2024, AAA	300.00
Report Total			\$ 1,050.77

Coastal Bend Council of Governments
 Accounts Payable Check Register
 Cash Operating for Nov 15, 2024

Check	Vendor Name	Description	Check Amount
29941	EAN Holdings, LLC	Rent of vehicle from 10-14 to 10-24,2024.9-1-1 Operations.	\$ 924.77
		Rent of vehicle from 10-14 to 10-26,2024.9-1-1 Operations.	
		Rent of vehicle from 10-25 to 10-25,2024.9-1-1 Operations.	
29942	Express Employment	Receptionist for week end 11-03,2024.	274.56
29943	Denise Garza	Gas for rent of vehicle from 10-24-25,2024.9-1-1 Operations.	38.76
29944	NADO	2024 ATC Registration.	725.00
29945	Promo Universal, LLC	Greeting Cards	450.00
29946	Riviera Telephone Company	Services for 11-01 to 11-30,2024.9-1-1.	176.00
		Services for 11-01-30-2024, 9-1-1	
29947	T-Mobile	Services for 09-28 to 10-27,2024.9-1-1.	43.43
29948	Verizon Wireless	Services for 09-27 to 10-26,2024.9-1-1.	48.28
Report Total			\$ 2,680.80

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Nov 22, 2024

Check	Vendor Name	Description	Check Amount
29949	Aflac Inc	Payroll Deductions for 11-01 to 11-30,2024.	\$ 122.08
29950	AT & T	Services for 11-01 to 11-30,2024.	6.45
29951	AT & T Mobility	Services for 11-04 to 12-03,2024.9-1-1. Services for 11-08 to 12-07,2024.	291.61
29952	AT & T Long Distance	Services for 11-09 to 12-08,2024.9-1-1.	57.32
29953	Language Line Services	Services for 10-01 to 10-31,2024.9-1-1.	284.14
29954	Brightspeed	Services for 11-01 to 11-30,2024.9-1-1. Services for 11-04 to 12-03,2024.9-1-1.	606.33
29955	Chips Plus	Work on ORT Set Prob & change out monitor on 2 Pos.Live Oak.	432.83
29956	City of Corpus Christi	Services for 09-09 to 10-10 & 10-10 to 11-11,2024. Services for 10-10 to 11-11,2024.	798.72
29957	DEX Imaging, LLC	Bizhub PRO 1100 Maintenance for 11-10 to 12-09,2024.	107.29
29958	Thryv	Services for 11-01 to 11-30,2024.	47.00
29959	EAN Holdings, LLC	Rent of vehicle from 10-30 to 11-02,2024.9-1-1 Operations. Rent of vehicle from 11-04 to 11-11,2024.9-1-1 Operations Rent of vehicle from 11-14 to 11-15,2024.9-1-1 Operations.	482.54
29960	Goodwill Industries South TX.	Shredding services for 10-2024.	73.08
29961	Gulf Coast Paper Co., Inc.	(1) Case of Toilet Paper, (1) Case of Hand Towels.	105.90
29962	United States Treasury	Payroll Deductions for 10-15-2024.	50.00
29963	Office Depot Business Account	Storage Bxes,Blck Toner,Rubber Bands,Post it Notes,Batteries	204.97
29964	Promo Universal, LLC	Slim Wireless Charging Pad for Conference Room	685.00
29965	SmartCom Telephone	Services for 11-01 to 11-30,2024.9-1-1.	234.00
29966	T-Mobile	Services for 10-09 to 11-08,2024.	28.70
29967	Valley Telephone Cooperative	Services for 09-01 to 09-30,2024.9-1-1. Services for 10-01 to 10-31,2024.9-1-1.	912.00
Report Total			\$ 5,529.96

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Operating for Nov 25, 2024**

Check	Vendor Name	Description	Check Amount
29968	Emily Martinez	Travel Adv for Tx Trav Alliance Board Meet.12-05-06-2024.	\$ 300.00
29969	United States Postal Service	Replenish BRM Account.AAA.	225.00
Report Total			\$ 525.00

**Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Nov 1, 2024**

Check	Vendor Name	Description	Check Amount
18396	CC Excel Properties	Rent for 11-2024.	\$ 7,250.00
18397	Emily Martínez	Car Allowance for 11-2024.	600.00
18398	Unum Life Insurance Company	Long term care Insurance Premiums for 11-2024.	474.70
Report Total			\$ 8,324.70

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Nov 15, 2024

Check	Vendor Name	Description	Check Amount
18399	AT & T Mobility	Services for 09-20 to 10-19,2024.	\$ 1,245.51
18400	Champion Energy Services, LLC	Services for 10-01 to 10-30,2024.	368.15
18401	Champion Energy Services, LLC	Services for 10-01 to 10-30,2024.	388.54
18402	Champion Energy Services, LLC	Services for 10-01 to 10-30,2024.	1,007.90
18403	Chips Plus	Fixed 911 trunks & installed all three positions.Live Oak. Installed Backroom Equipment.Upgrades to Pos 1.Beeville. Installed Backroom Equipment.Upgrades to Position 1.Live Oak Installed both Positions.Fixed Vista Comm recorder.ALICE PD. ORT & prep work.Test both Positions.Bee County. ORT Testing on both positions.ALICE PD. Rebooted Justice Solutions.Live Oak. Test Positions,Print,CAD.Rec calls. Bee County. Worked on Inst Backroom Equip.Setup Positions.Ingleside. Wrkd on Pos 2 & Inst Pos 3 Live Oak.Inst Backroom Beeville.	5,106.13
18404	Foremost Telecommunications	Services for 11-01 to 11-30,2024.9-1-1.	1,014.00
18405	Frontier Communications	Services for 10-22-11-21-24, 9-1-1	307.20
18406	Frontier Communications	Services for 10-28-11-27-24, 9-1-1	289.43
18407	Labatt Food Service	Refund Labatt Food Service Inadvertently Paid to CBCOG.	2,228.00
18408	Rachael Howell	CC Regional Water Quality Plan website domain change. Reimbursement for 1 Year Startup Hosting-Hosting Plan.	1,455.13
18409	Sharps Compliance, Inc	Case of 4 Medsafe Liners (38 GAL), City of Ingleside	975.58
18410	8x8, Inc.	Services for 11-01 to 11-30,2024.	1,885.73
18411	Abila, Inc.	Employee Web Service Training Human Resources Cloud,Employee Web Services Cloud, 12-2024 MIP Maint & Support, 12-2024	2,587.15
18412	Mary Afuso	Mileage,Meals for 2024 Fut of the Reg STX Conf.10-16-18-24.	112.16
18413	Amazon	Cyan Toner,Magenta Toner,Yellow Toner, Finance Dept. Eye Care Monitors,Ink Cartridges,Monthly Planner,Kleenex, 9-1-1	1,342.80
18414	APC Home Health Services, Inc.	Services for 09-01 to 09-30,2024.Respite In Home, AAA	683.52
18415	Aransas County Council on Aging	Services for 09-01 to 09-30,2024.AAA.	7,407.00
18416	Tory Atokuku-Vitz	Gas for rent of vehicle 10-14-26-2024.9-1-1 Operations.	43.00
18417	M. Nelda Barrera	Meals provided, 1st Qtr Volunteer Training 11-9-24, AAA Mileage Reimbursements for 10-14 to 11-15,2024.	1,016.85
18418	Bee First Primary Home Care	Services for 02-01 to 02-29,2024.ADRRC Respite In Home Services for 09-01 to 09-30,2024.Personal Assistance, AAA	825.00
18419	Community Action Corp. So. TX	Services for 09-01 to 09-30,2024, AAA	57,275.00
18420	CARESTAT Provider Services	Services for 07-01 to 07-31,2024.Pers Assist & Resp In Home, AAA Services for 08-01 to 08-31,2024.Pers Assist & Resp In Home, AAA	3,340.00
18421	Champion Care Inc	Services for 08-01 to 08-31,2024.Personal Assistance, AAA	85.00
18422	Charter Communications	Services for 10-23 to 11-22,2024. Services for 10-23 to 11-22,2024.9-1-1.	4,045.98
18423	Computer Solutions	Structured Cabling (materials and labor) ,Postage Machine. Window Home Upgrade, Finance Dept	1,840.00

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Nov 15, 2024

Check	Vendor Name	Description	Check Amount
18424	Corina A. Saenz	CBCOG Employee Handbook, job descriptions, 10-2024.	1,950.00
18425	City of Corpus Christi	Services for 09-01 to 09-30, 2024, AAA	91,387.00
18426	Dawson Recycling, Inc.	(4)Final Pull 40yd,(2)Final Pull 30yd.San Pat Fairgrounds.	4,763.75
18427	Maricela De La Fuente	Services & Mileage for 10-01 to 10-14,2024, AAA	1,150.60
18428	DOR ANS HOME HEALTH	Services for 03-01 to 03-31,2024.ADRC Respite In Home.	200.00
		Services for 04-01 to 04-30,2024.ADRC Respite In Home.	
18429	Duval County	Services for 09-01 to 09-30,2024, AAA	15,892.00
18430	Christina O. Edwardson	Mileage Reimbursement for 10-02 to 10-31,2024.	183.70
18431	Feonix Mobility Rising	Rides provided for 08-2024, AAA	2,025.00
18432	Juana Marek	Mileage Reimbursement for 10-11 to 10-23,2024.	358.66
		Mileage Reimbursement for 10-30 to 11-13,2024.	
18433	Sandra A. Hickl	Mileage Reimbursement for 10-01 to 10-31,2024.	168.84
18434	Kleberg County Human Services	Services for 09-01 to 09-30,2024, AAA	16,168.00
18435	Live Oak County	Services for 09-01 to 09-30,2024, AAA	9,741.00
18436	Erika Luna	Mileage Reimbursement for 08-30 to 11-08,2024.	356.13
18437	Emily Martinez	Meals for TX Travel Alliance Board Meeting 10-2024.	3.36
18438	Shanice Moya	Mileage Reimbursement for 10-22 to 10-24,2024.	153.43
18439	Outreach Health Services	Services for 08-01 to 08-31,2024.Pers Assist & Resp In Home, AAA	3,366.00
		Services for 09-01 to 09-30,2024.Pers Assist & Resp In Home, AAA	
18440	Refugio Co Elderly Services	Services for 09-01 to 09-30,2024, AAA	6,692.00
		Services for 09-01-30-2024, ARP, AAA	
18441	Saenz Home Health Services Inc	Services for 09-01 to 09-30,2024.Pers Assist & Resp In Home, AAA	6,425.00
		Services for 09-01 to 09-30,2024.Personal Assistance, AAA	
18442	Cynthia Spurgat MS, RD, LD	Consulting dietitian services for 10-2024	2,750.00
18443	Cynthia Spurgat MS, RD, LD	Consulting dietitian Services for 11-2024	2,750.00
18444	Texas Assoc of Reg'l Councils	TARC Meeting & Staff Training Fee for 09-17-20,2024.	2,500.00
18445	Texas A & M University - C.C.	Pro Svcs for RRP Workforce and Economic Accelerator, 09-2024	5,669.65
18446	Texas Visiting Nurse Service,	Services for 09-01 to 09-30,2024.Personal Assistance, AAA	465.75
18447	TML - IEBP	Health and life insurance premiums, 11-2024	37,582.90
18448	Uresti Senior Assistance	Services for 08-01 to 08-31,2024, AAA	6,920.00
		Services for 10-01 to 10-31,2023.Pers Assist & Resp In Home, AAA	
		Services for 11-01 to 11-31,2023.Pers Assist & Resp In Home, AAA	
		Services for 12-01 to 12-31,2023.Pers Assist & Resp In Home, AAA	
18449	Joseph Bernadas	Website development services for 11-01 to 11-30,2024.	180.00
18450	Felipa Wilmot	Mileage Reimbursement for 10-01 to 10-31,2024.	71.69
Report Total			\$ 316,749.22

Coastal Bend Council of Governments
Accounts Payable Check Register
Cash Regular for Nov 22, 2024

Check	Vendor Name	Description	Check Amount
18451	Foremost Telecommunications	Services for 12-01 to 12-31,2024.9-1-1	\$ 1,014.00
18452	NADO	2025 Dues for NADO Membership.	3,000.00
18453	Positive Promotions, Inc.	Travel First Aid Kit,Sticker Sheet,T-Shirts.9-1-1.	8,269.56
18454	Amazon	Black Toner.EDA. Canopy Weights to Set up Tents,Canopies,& Umbrellas.AAA.	305.97
18455	Charter Communications	Services for 11-07 to 12-06,2024.9-1-1.	2,210.06
18456	VOID	VOID	-
18457	CITIBANK	(2)Upgrade to Windows 11 Pro.Bus cards,Open enroll items. Adobe,Breakfast items,IRA Conference,Adobe Software. Caresgiver news letter.AAA. Email Service for Mass Mailouts.AAA. GAAFR Subscription,Zoom Subscription,Domain renewal. Hotel Stay,Membership Fee,Intrado Equipment Storage. Lodging for 2024 T-Cole Conference. Microsoft Licenses for 09-20 to 10-19,2024.Homeland Security NADO Conf New Orleans,Flight,3 cameras,TX Trav Board Meet. Online Fax Service for AAA.10-2024. Online Subscription,Hotel for Future of the Region. Slack Monthly Subscription.9-1-1. Upgrade to Windows 11 Pro.AAA. VDT snacks.AAA.	5,744.02
18458	Computer Solutions	Netwatch standard security & cloud storage backup.11-2024.	6,875.00
18459	Feonix Mobility Rising	Rides Provided for 09-2024, AAA Rides Provided for 10-2024, AAA	3,550.00
18460	VIP Providers, Inc.	Services for 10-1 to 10-31,2024, AAA	417.60
Report Total			\$ 31,386.21

Coastal Bend Council of Governments
Schedule of Bank Transfers
For Month Ended November 2024

Date of Transfers	Transfer From	Transfer To	To Reimburse Check #s	Amount of Transfers
11/12/2024	Regular Account	Payroll Account	20379-20409	55,698.55
11/15/2024	Regular Account	Operating Account	29909-29948	10,848.54
11/21/2024	Regular Account	Payroll Account	20410-20440	58,584.26
Total Transfers				\$ 125,131.35

**Coastal Bend Council of Governments
Schedule of Payroll Transactions
For Month Ended November 30, 2024**

Payroll disbursements for payroll period ended November 15th	\$ 55,698.55
941 Tax Deposit for payroll period ended November 15th	15,634.68
ICMA 401a and 457 contributions for payroll period ended November 15th	23,165.87
Payroll disbursements for payroll period ended November 30th	58,584.26
941 Tax Deposit for payroll period ended November 30th	16,997.53
ICMA 457 contributions for payroll period ended November 30th	2,399.00
Total Payroll Disbursements at November 30, 2024	<u>\$ 172,479.89</u>



COASTAL BEND
COUNCIL OF GOVERNMENTS

MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments
FROM: Viola Monrreal, Director of Area Agency on Aging
DATE: December 13, 2024
SUBJECT: Nutrition Providers Final Notification of Funds Available for FY2024

Background: Final Notification of Funds Available for FY2024 For Community Action Corporation of South Texas (CACOST) awarded under this addendum for the period of 10/01/2023 – 09/30/2024. In accordance with all the requirements set forth in the referenced contract. Contract services are for Congregate, Home Delivered Meals and Transportation under supportive services for people aged 60 and over.

Summary: Community Action Corporation of South Texas received a final Notification of Funds (NFA) for FY24 in the amount of \$966,769 comprised of \$436,494 in Congregate Meals through Title III-C1/SGR/NSIP, \$492,220 in Title III - C2/SGR/NSIP funding and \$38,055 in Supportive Services III-B – for Transportation services.

Financial Impact: There is a significant financial impact on individuals who receive daily congregate, or home delivered meals. The meals assist with addressing food deserts and assist address the financial burden of the cost of purchasing groceries/food for the household. Dollars saved can assist in assisting with other shortfalls within the home such as the rising cost of groceries, medication and other household needs. In some instances, this may be the only meal the recipient receives each day.

Comprehensive Economic Development Strategy Goal or Objective:

GOAL 4: Support Community Well-Being; Objective 4.1: Quality of life programs and opportunities are made accessible to all Coastal Bend communities

Staff Recommendation: It's the staff's recommendation that the final FY24 Notification of Funds be accepted.



September 30, 2024

Ms. Ann Awalt, Executive Director
Community Action Corporation of South Texas
Post Office Drawer 1820
Alice, Texas 78333

RE: Final NFA (Notification of Funds Available) for FY2024

Dear Ms. Awalt:

Enclosed is your final Notification of Funds Available (NFA) for FY2024, reflecting year-to-date funds awarded by the Coastal Bend Council of Governments through funding from the Texas Health and Human Services Commission. These funds are provided under Title III of the Older Americans Act of 1965, Nutrition Services Incentive Program (NSIP), State General Revenue (SGR) Funds for Rate Increase and the American Rescue Plan Act.

If you have any questions about your final FY2024 NFA, please call the office or send your inquiries by email at viola@cbcogaaa.org.

Sincerely,

A handwritten signature in cursive script that reads "Viola Monrreal".

Viola Monrreal, Director
Area Agency on Aging of the Coastal Bend
Coastal Bend Aging & Disability Resource Center

Enclosure

LOCATION: 2910 LEOPARD STREET; CORPUS CHRISTI, TEXAS 78408
MAILING: POST OFFICE BOX 9909; CORPUS CHRISTI, TEXAS 78469

PHONE: (361) 883-3935
FAX: (361) 883-5749
CBADRC: (855) 937-2372
www.coastalbendadrc.org

www.aacoastalbend.org

*The Area Agency on Aging is a program of the Coastal Bend Council of Governments.
The Area Agency on Aging is funded in part by the Health and Human Services Commission.*

**NOTIFICATION OF FUNDS AVAILABLE
 AREA AGENCY ON AGING OF THE COASTAL BEND
 P.O. BOX 9909
 CORPUS CHRISTI, TEXAS 78469**

Subrecipient:

September 30, 2024

Ms. Ann Awalt, Executive Director Community Action Corp. of South Texas P. O. Drawer 1820 Alice, Texas 78333	AWARD PERIOD: 10/01/2023– 9/30/2024 AWARD NUMBER: AA3-2448-5 ISSUANCE NUMBER: Final NFA FY24
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This Notification of Funds Available is issued as an addendum to your contract with the Coastal Bend Council of Governments – Area Agency on Aging for the period October 1, 2023 through September 30, 2024. The funds awarded under this addendum are for the above period in the amount(s) shown below. It is understood and agreed by the Subrecipient that any payment thereunder shall be for services provided in accordance with all requirements set forth in the referenced contract. The Subrecipient certifies upon request for any funds awarded under this award that the Subrecipient is not debarred, proposed for debarment, suspended, ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

PROGRAM	FY24 Final Title III & SGR Contract Award (1) CFDA# 93045	FY24 Final NSIP Award (1) CFDA# 93045	FY24 American Rescue Plan Act Award CFDA# 93045	FY24 Cumulative Contract Award CFDA# 93045
Congregate Meals Title III-C1/SGR/NSIP	\$ 383,136	\$ 24,314	\$ 29,044	\$ 436,494
Home Delivered Meals Title III- C2/SGR/NSIP	\$ 394,770	\$ 43,231	\$ 54,219	\$ 492,220
Supportive Services III-B – Transportation	\$ 38,055	\$ -0-	\$ -0-	\$ 38,055
Total All Funds	\$ 815,961	\$ 67,545	\$ 83,263	\$ 966,769

(1) This award represents final Title IIIC-1, Title IIIC-2, Title IIIB, Nutrition Services Incentive Program (NSIP) funding, State General Revenue (SGR) Rate Increase Funding, and Title IIIC American Rescue Plan Funding for FY24 based on cumulative funding awards from the Texas Health and Human Service Commission.



 Emily Martinez, MPA, Executive Director
 Coastal Bend Council of Governments



COASTAL BEND
COUNCIL OF GOVERNMENTS

MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments
FROM: Viola Monrreal, Director of Area Agency on Aging
DATE: December 13, 2024
SUBJECT: Nutrition Providers Final Notification of Funds Available for FY2024

Background: Final Notification of Funds Available for FY2024 For City of Corpus Christi awarded under this addendum for the period of 10/01/2023 – 09/30/2024. In accordance with all the requirements set forth in the referenced contract. Contract services are for Congregate, and Home Delivered Meals for people aged 60 and over.

Summary: City of Corpus Christi received a final Notification of Funds (NFA) for FY24 in the amount of **\$1,300,286** comprised of **\$676,149** in Congregate Meals through Title III-C1/SGR/NSIP in the amount of \$522,090, Final NSIP \$53,298, FY24 ARP \$100,761, Title III - C2/SGR/NSIP for Home Delivered Meals comprised of **\$624,137** funding of \$464,603 SGR, Final NSIP \$55,726, FY24 ARP \$103,808.

Financial Impact: There is a significant financial impact on individuals who receive daily congregate, or home delivered meals. The meals assist with addressing food deserts and assist address the financial burden of the cost of purchasing groceries/food for the household. Dollars saved can assist in assisting with other shortfalls within the home such as the rising cost of groceries, medication and other household needs. In some instances, this may be the only meal the recipient receives each day.

Comprehensive Economic Development Strategy Goal or Objective:

GOAL 4: Support Community Well-Being; Objective 4.1: Quality of life programs and opportunities are made accessible to all Coastal Bend communities

Staff Recommendation: It's the staff's recommendation that the final FY24 Notification of Funds be accepted.



September 30, 2024

Ms. Lisa Oliver, Superintendent
Senior Community Services
City of Corpus Christi - Parks & Recreation Dept.
Post Office Box 9277
Corpus Christi, Texas 78469

RE: Final NFA (Notification of Funds Available) for FY2024

Dear Ms. Oliver:

Enclosed is your final Notification of Funds Available (NFA) for FY2024, reflecting year-to-date funds awarded by the Coastal Bend Council of Governments through funding from the Texas Health and Human Services Commission. These funds are provided under Title III of the Older Americans Act of 1965, Nutrition Services Incentive Program (NSIP), State General Revenue (SGR) Funds for Rate Increase, and American Rescue Plan Act Funding.

If you have any questions about your final FY2024 NFA, please call the office or send your inquiries by email at viola@cbcogaaa.org.

Sincerely,

Viola Monrreal, Director
Area Agency on Aging of the Coastal Bend
Coastal Bend Aging & Disability Resource Center

Enclosure

LOCATION: 2910 LEOPARD STREET; CORPUS CHRISTI, TEXAS 78408
MAILING: POST OFFICE BOX 9909; CORPUS CHRISTI, TEXAS 78469
www.coastalbendadrc.org
www.aaacoastalbend.org

PHONE: (361) 883-3935
FAX: (361) 883-5749
CBADRC: (855) 937-2372
www.coastalbendadrc.org

*The Area Agency on Aging is a program of the Coastal Bend Council of Governments.
The Area Agency on Aging is funded in part by the Health and Human Services Commission.*

**NOTIFICATION OF FUNDS AVAILABLE
 AREA AGENCY ON AGING OF THE COASTAL BEND
 P.O. BOX 9909
 CORPUS CHRISTI, TEXAS 78469**

Subrecipient:

September 30, 2024

Ms. Lisa Oliver, Superintendent Senior Community Services City of Corpus Christi-Park & Rec Dept. P. O. Box 9277 Corpus Christi, TX 78469	AWARD PERIOD: 10/01/2023– 9/30/2024 AWARD NUMBER: AA3-2448-4 ISSUANCE NUMBER: Final NFA
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This Notification of Funds Available is issued as an addendum to your contract with the Coastal Bend Council of Governments – Area Agency on Aging for the period October 1, 2023 through September 30, 2024. The funds awarded under this addendum are for the above period in the amount (s) shown below. It is understood and agreed by the Subrecipient that any payment thereunder shall be for services provided in accordance with all requirements set forth in the referenced contract. The Subrecipient certifies upon request for any funds awarded under this award that the Subrecipient is not debarred, proposed for debarment, suspended, ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

PROGRAM	FY24 Final Title III, NSIP & SGR Contract Award (1) CFDA# 93045	FY24 Final NSIP Award (1) CFDA# 93045	FY24 American Rescue Plan Act Award CFDA# 93045	FY24 Cumulative Contract Award CFDA# 93045
Congregate Meals Title III-C1/SGR/NSIP	\$ 522,090	\$ 53,298	\$ 100,761	\$ 676,149
Home Delivered Meals Title III-C2/SGR/NSIP	\$ 464,603	\$ 55,726	\$ 103,808	\$ 624,137
Supportive Services III-B	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total All Funds	\$ 986,693	\$ 109,024	\$ 204,569	\$ 1,300,286

(1) This award represents final Title IIIC-1, Title IIIC-2, Nutrition Services Incentive Program (NSIP) funding, State General Revenue (SGR) Rate Increase Funding, and Title IIIC American Rescue Plan Funding for FY24 based on cumulative funding awards from the Texas Health and Human Service Commission.



 Emily Martinez, MPA, Executive Director
 Coastal Bend Council of Governments

S:AAAData/AAASubrecipientsNFAs/FY24/CofCCFY24



COASTAL BEND
COUNCIL OF GOVERNMENTS

MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments
FROM: Viola Monrreal, Director of Area Agency on Aging
DATE: December 13, 2024
SUBJECT: Fiscal Year 2025 Nutrition Program Planning Budget

Background: This Planning Budget for FY25 is based on estimates from the Health and Human Services Commission in the amount of \$2,512,226 including estimated carryover awards from FY2024. Planning Budget for FY25 is to fund meals and transportation for current contracts and vendor agreements with local service providers; Aransas County Council on Aging, City of Corpus Christi, Kleberg County, Live Oak County, Refugio County, Duval County, and Community Action Corporation of South Texas for the project period October 1, 2024 – September 30, 2025, supporting Older American’s Act Nutrition Programs in the planning amount of \$2,512,226.

Summary: These amounts reflect draft Planning Budget for FY25 and include funding estimates for Title III C1 and Title III C2, NSIP, SGR Rate Increase funds and estimated carryover funds totaling \$621,755 from FY24 that is anticipated to be awarded back to CBCOG. NSIP funding reflected is distributed based on actual meals served by each contractor including HHSC funded meals, locally funded meals and program income meals from 10-01-22 through 9-30-23. The NSIP funding amount, \$227,367, is also based on the FY24 funding amount.

Financial Impact: There are significant impacts for each community which receives funding for the most vulnerable populations to provide meals and transportation in the amount of \$2,512,226. The meals assist with addressing food deserts and assist address the financial burden for the cost of purchasing groceries/food for the household. Dollars saved can be used to address other shortfalls within the home such as the rising cost of groceries, medication and other household needs. In some instances, this may be the only meal the recipient receives each day.

Comprehensive Economic Development Strategy Goal or Objective:

GOAL 4: Support Community Well-Being; Objective 4.1: Quality of life programs and opportunities are made accessible to all Coastal Bend communities

Staff Recommendation: It’s the staff’s recommendation that the FY2025 Nutrition Program Planning Budget be accepted.

**COASTAL BEND COUNCIL OF GOVERNMENTS
RESOLUTION NO. 4100**

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ACCEPT FISCAL YEAR 2025 CONTRACTING PLAN SUMMARY FOR LOCAL NUTRITION SERVICE PROVIDERS IN THE AMOUNT OF \$ 2,512,226 IN OLDER AMERICAN'S ACT AND RELATED FUNDING SOURCES FOR THE PROJECT PERIOD OF OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, FOR A TOTAL CONTRACTING AMOUNT OF \$2,512,226.

WHEREAS, the Fiscal Year 2025 planning budget for region-wide nutrition programs was based on planning estimates provided by Texas Health and Human Services (HHS) which includes amounts for Title III Older Americans Act Funds, State General Revenue, and Nutrition Services Incentive Program (NSIP) funds and estimated carryover from Fiscal Year 2024; and

WHEREAS, after receiving the planning estimates from HHS Notification of Funds Available have been received and enabling CBCOG to implement the contracting plan for nutrition services providers in the amount of \$2,512,226 and meeting objectives for each provider, thus resulting in the FY25 Contracting Plan Summary attached; and

WHEREAS, on November 18, 2024, the Advisory Council on Aging reviewed the Revised FY25 Contracting Plan Summary totaling \$2,512,226 of Older Americans Act, State General Revenue, and Nutrition Services Incentive Program funds including carryover for FY 2024 for local nutrition service providers contract agreements and performance benchmarks.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments concurs in the recommendation of its Advisory Council on Aging that authorizes its Executive Director to accept Fiscal Year 2025 Contracting Plan Summary with local nutrition providers in the amount of \$2,512,226 Older American's Act and other related funding sources for the project period October 1, 2024, through September 30, 2025 for a total contracting amount of \$2,512,226.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 13th day of December 2024.

**_____
Judge David Krebs, Chairman**

ATTEST:

**_____
Emily Martinez, Executive Director**

Area Agency on Aging of the Coastal Bend
Fiscal Year 2025 Contracting Plan Summary - DRAFT
Based on Estimates of FY25 Planning Funds for Title III, SGR, NSIP, Including Estimated Carryover Awards
8/2/2024

Provider	Service Area	Percentage Prorated to Each Service Area	PLANNING FUNDS FY25 FUNDS					FY25 Reimburse. Rates	Total HHS Meals FY25	Benchmark of HHS Units/Meals Per Month FY25	CONTRACT METHODOLOGY
			FY25 Planning Title III/SGR & SGR Rate Increase (1)	NSIP Planning Budget FY25 (2)	Anticipated Title III Carryover Funds from FY24	Est'd HHS Funds Available FY25	Contract Type				
Aransas Co. Council on Aging	Aransas Co.										
Congregate Meals			\$ 12,223	\$ 4,843	\$ 17,840	\$ 34,508	ok	6.00	5,751	478	Contract-Unit Rate
Home Delivered Meals		0.05274	\$ 75,489	\$ 17,442	\$ 16,161	\$ 108,082		6.48	18,731	1,384	Contract-Unit Rate
Total			\$ 87,712	\$ 22,085	\$ 32,791	\$ 142,588					
			\$ 87,712		\$ 32,791						
City of Corpus Christi	City of Corpus Christi										
Congregate Meals			\$ 343,342	\$ 31,558	\$ 133,538	\$ 508,438	ok	9.32	64,563	4,648	Subrecipient - Unit Rate
Home Delivered Meals			\$ 321,055	\$ 37,500	\$ 114,851	\$ 473,406		6.48	73,283	6,107	Subrecipient - Unit Rate
Total		0.39949	\$ 664,397	\$ 69,058	\$ 248,387	\$ 981,844					Subrecipient - Unit Rate
			\$ 664,397		\$ 248,387						
Community Action Agency on So. Tx.											
Congregate Meals	Jim Wells, Brooks &		\$ 224,816	\$ 21,130	\$ 100,784	\$ 348,530	ok	6.81	50,149	4,179	Subrecipient - Unit Rate
Home Delivered Meals	San Patricio & Bee		\$ 238,848	\$ 27,433	\$ 88,710	\$ 352,892		6.48	54,843	4,554	Subrecipient - Unit Rate
Transportation	Counties		\$ 38,056	\$ -	\$ -	\$ 38,056		10.19	3,735	311	Subrecipient - Unit Rate
Total		0.30188	\$ 501,519	\$ 48,563	\$ 187,494	\$ 737,577					
			\$ 501,519		\$ 187,494						
Duval County	Duval County										
Congregate Meals			\$ 19,512	\$ 14,881	\$ 17,103	\$ 51,498	ok	5.82	8,848	737	Contract-Unit Rate
Home Delivered Meals			\$ 65,838	\$ 15,285	\$ 14,731	\$ 85,634		7.81	12,245	1,020	Contract-Unit Rate
Total		0.05120	\$ 85,150	\$ 30,148	\$ 31,834	\$ 147,130					
			\$ 85,150		\$ 31,834						
Kleberg County	Kleberg & Kennedy Co.										
Congregate Meals			\$ 44,575	\$ 7,257	\$ 21,782	\$ 73,614	ok	6.28	11,722	977	Contract-Unit Rate
Home Delivered Meals			\$ 63,777	\$ 9,682	\$ 18,728	\$ 82,185		6.48	14,270	1,189	Contract-Unit Rate
Total		0.08516	\$ 108,352	\$ 16,939	\$ 40,508	\$ 155,799					
			\$ 108,352		\$ 40,508						

**Area Agency on Aging of the Coastal Bend
 Fiscal Year 2025 Contracting Plan Summary - DRAFT
 Based on Estimates of FY25 Planning Funds for Title III, SGR, NSIP, Including Estimated Carryover Awards
 8/2/2024
 Page 2**

Provider	Service Area	Percentage Prorated to Each Service Area	PLANNING FUNDS FY24 FUNDS				These Rates will be updated for FY25	FY25 Reimburse. Rates	Total HHS Meals FY25	Benchmark of HHS Units/Meals Per Month FY25	CONTRACT METHODOLOGY
			FY25 Planning Title III/SGR & SGR Rate Increase (1)	NSIP Planning Budget FY25 (2)	Anticipated Title III Carryover Funds from FY24	Est'd HHS Funds Available FY25					
Live Oak County											
Home Delivered Meals	Live Oak Co.	0.02840	\$ 47,239	\$ 8,514	\$ 17,660	\$ 73,413	6.48	11,384	847	Contract-Unit Rate	
			\$ 47,239		\$ 17,660						
Nueces County											
Congregate Meals	Rural Nueces Co.		\$ 37,292	\$ 8,817	\$ 25,281	\$ 71,400	ok 10.71	8,687	658	Contract-Unit Rate	
Home Delivered Meals			\$ 85,717	\$ 19,189	\$ 21,760	\$ 108,658	6.48	16,510	1,378	Contract-Unit Rate	
Transportation			\$ 22,818		\$ 22,818		6.60	3,307	276	Contract-Unit Rate	
Total		0.07588	\$ 125,827	\$ 28,009	\$ 47,041	\$ 200,874					
			\$ 125,827		\$ 47,041						
Refugio County											
Home Delivered Meals	Refugio Co.		\$ 33,273	\$ 4,055	\$ 16,040	\$ 63,370	6.48	8,282	688	Contract-Unit Rate	
Transportation			\$ 9,632	\$ -	\$ -	\$ 9,632	61.80	166	13	Contract-Unit Rate	
Total		0.02580	\$ 42,905	\$ 4,055	\$ 16,040	\$ 63,002					
			\$ 42,905		\$ 16,040						
Nutrition Consultant	Regional		\$ 33,000			\$ 33,000	N/A	N/A	N/A	Contract - Cost Reimbursement	
Region-wide Totals:											
Total Congregate Meals		1.00000	\$ 681,680	\$ 88,287	\$ 318,138	\$ 1,085,984	(4) \$ 7.89	137,880	11,474		
Total Home Delivered Meals			\$ 911,037	\$ 139,080	\$ 305,619	\$ 1,355,737	(4) \$ 8.54	207,307	172,788		
Total Title IIIB Transportation Services			\$ 70,505	\$ -	\$ -	\$ 70,505	\$ 9.80	7,197	600		
Total Nutrition Consultation			\$ 33,000	\$ -	\$ -	\$ 33,000		-			
Total Region-wide Services			\$ 1,698,102	\$ 227,367	\$ 621,755	\$ 2,545,226					
			1,698,102	good	good	2,545,226					
						2,545,226					

1,693,102

318,138
 305,619
 621,755

Equal FY25 Draft HHSC Nut. Budget:

2,474,719



COASTAL BEND
COUNCIL OF GOVERNMENTS

MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments
FROM: Viola Monrreal, Director of Area Agency on Aging
DATE: December 13, 2024
SUBJECT: Contract Amendments Extending to 10/1/2024 – 09/30/2025

Background: Contract extensions from FY2024 extending contracts/vendors to current contracts and vendor agreements with local service providers; Aransas County Council on Aging, Kleberg County, Live Oak County, Refugio County, Duval County, and Community Action Corporation of South Texas for the project period October 1, 2024 – September 30, 2025, supporting Older American’s Act Nutrition Programs in the planning amount of \$2,512,226.

Summary: Proposed contract amendments totaling \$2,512,226 and recommended FY2025 amendments to current contracts and vendor agreements for the sole purpose of providing congregate, home delivered meals and transportation services.

Financial Impact: There are significant impacts for each community which receives funding for the most vulnerable populations to provide meals and transportation in the amount of **\$2,512,226**. The meals assist with addressing food deserts and assist address the financial burden for the cost of purchasing groceries/food for the household. Dollars saved can be used to address other shortfalls within the home such as the rising cost of groceries, medication and other household needs. In some instances, this may be the only meal the recipient receives each day.

Comprehensive Economic Development Strategy Goal or Objective:

GOAL 4: Support Community Well-Being; Objective 4.1: Quality of life programs and opportunities are made accessible to all Coastal Bend communities

Staff Recommendation: It’s the staff’s recommendation that the Contract Amendments extending to 10-1-2-24 – 09-30-2025 be accepted.

**COASTAL BEND COUNCIL OF GOVERNMENTS
RESOLUTION NO. 4101**

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE CONTRACT AMENDMENTS EXTENDING FROM FISCAL YEAR OCTOBER 1 2023, TO SEPTEMBER 30, 2024 TO CURRENT CONTRACTS AND VENDOR AGREEMENTS WITH LOCAL SERVICE PROVIDERS ARANSAS COUNTY COUNCIL ON AGING, KLEBERG COUNTY, LIVE OAK COUNTY, REFUGIO COUNTY, DUVAL COUNTY, AND COMMUNITY ACTION COPORATION OF SOUTH TEXAS FOR THE PROJECT PERIOD OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, SUPPORTING OLDER AMERICAN'S ACT NUTRITION PROGRAMS IN THE PLANNING AMOUNT OF \$~~2,512,226~~

WHEREAS the planning budget for region-wide nutrition amounts reflect draft Planning Budget for FY25 and includes funding estimates for Title III C1 and Title III C2, NSIP, SGR Rate Increase Funds and estimated carryover funds totaling \$621,755 from FY24. Estimated planning figures for Fiscal Year 2025 with projected funding cuts for Fiscal Year 2025 from Title III Older Americans Act Funds, State General Revenue and Nutrition Services Incentive Program (NSIP) funds; and

WHEREAS, service providers' 2025 budget work papers and unit rate calculation forms for Fiscal Year 2025 were received and reviewed (based on FY2024 funding levels with projected cuts in estimated NSIP Title III C-1, Title III C-2, funds for FY25 based on estimated meals served during FY2024) and that reflected updated 2025 performance objectives, budgets and unit rates relating to nutrition and supportive services for persons sixty years of age and over in the eleven county Coastal Bend Region; and

WHEREAS, when actual funding awards for Fiscal Year 2025 are received from the Texas Health and Human Services, contracts and annual spending benchmarks vendors will be adjusted; accordingly, and

WHEREAS, on November 18, 2024, the Advisory Council on Aging reviewed the proposed contract amendments totaling \$~~2,512,226~~ and recommended Fiscal Year 2025 amendments to current contracts and vendor agreements which continues to reflect different payment methodologies such as unit rate or cost reimbursement contracts and/or vendor agreements and supporting various unit rates for providers for Fiscal Year 2025 as indicated in each contract.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments concurs in the recommendation of its Advisory Council on Aging that authorizes its Executive Director to finalize negotiations and execute Fiscal Year 2025 contract amendments to current contracts and vendor agreements with local service providers for the project period October 1, 2024 through September 30, 2025 for the use of Title III Older Americans Act, State General Revenue and Nutrition Services Incentive Program funds in the planning amount of \$~~2,512,226~~

Duly adopted at a meeting of the Coastal Bend Council of Governments this 13th day of December 2024.

**_____
The Honorable Judge David Krebs, Chairman**

ATTEST:

**_____
Emily Martinez, Executive Director**



**CONTRACT AGREEMENT
AMENDMENT FOR FISCAL YEAR 2025**

**Aransas County Council on Aging
912 South Church Street
Rockport, Texas 78382**

The following sections of the four-year Contract Agreement extending from October 1, 2023 to September 30, 2027 between Aransas County Council on Aging and the Coastal Bend Council of Governments - Area Agency on Aging are hereby amended:

I. SCOPE OF SERVICES

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (Identify range)	Cost Reimbursement
Congregate Meals	\$6.00		
Home Delivered Meals	\$6.46		

Reimbursement rates are supported by the Aransas County Council on Aging - FY25 Rate Setting Documents.

SECTION V. ATTACHMENTS

The following attachments to the Contract Agreement and Direct Purchase of Service Application replace attachments from the previous fiscal year and are hereby made a part of this amendment. These include:

LOCATION: 2910 LEOPARD STREET; CORPUS CHRISTI, TEXAS 78408
MAILING: POST OFFICE BOX 9909; CORPUS CHRISTI, TEXAS 78469

PHONE: (361) 883-3935
FAX: (361) 883-5749
www.aacoastalbend.org

The Area Agency on Aging is funded in part by the Health and Human Services Commission

S:\AAAData\AAA Contracts\Nutrition\FY25\Nutrition Direct Purchase of Service Contract Amendment\FY25\Aransas\Amend\FY25

Contract Section V. E. Fiscal Year 2025 Audit Certification Form


Contract Section V. G. Fiscal Year 2025 Updated Summary of Insurance Coverage (Previously an attachment to the FY24-FY27 Direct Purchase of Service Application).

All other sections of the four-year Contract Agreement extending from October 1, 2023 to September 30, 2027 between **Aransas County Council on Aging and the Coastal Bend Council of Governments – Area Agency on Aging** remain in effect.

SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective **October 1, 2024 and ending September 30, 2027.**

Aransas County Council on Aging


Authorized Contractor Signature

Debbie Thompson
Print Name

Director of Operations
Title

10/25/24

Date


Authorized Signature

Emily Martinez, MPA
Executive Director

Coastal Bend Council of Governments
P. O. 9909
Corpus Christi, Texas 78469

11/14/24
Date

**COASTAL BEND COUNCIL OF GOVERNMENTS
AUDIT CERTIFICATION FORM FOR NON-PROFIT AGENCIES**

ARANSAS County Council on Aging
Grant Recipient

FY2023
Fiscal Year Ending

Please check one of the boxes below and follow instructions accordingly.

- We have exceeded the federal or state expenditure threshold of \$750,000.00. We have or will contract with the CPA Firm of _____ to complete our Single Audit or Program Specific Audit. We will submit the audit report within nine (9) months after the end of the audited fiscal year.

Complete one of the following:

- a) We completed the audit on _____
- b) We anticipate completion of the audit by _____



We did not exceed the \$750,000.00 federal or state expenditure threshold required for a Single Audit or a Program Specific Audit to be performed this fiscal year.

Debbie Thompson
Signature

10/25/24
Date

Debbie Thompson
Printed Name

Director of Operations
Title

Please return form to: Attn: Accountant
Coastal Bend Council of Governments
Post Office Box 9909
Corpus Christi, Texas 78469

File: CBCOG-AuditCertForm.doc

Please address any questions and/or comments to: accountant@fin.cbkog.org

SUMMARY OF INSURANCE COVERAGE
FY25

Service Providers must maintain insurance that protects health and safety of clients and employees that comply with all state and federal laws. TAC Title 40, Part I, Chapter 85, Subchapter C, Rule 85.201 (o) (q).

Detail your insurance coverage as indicated:

<u>TYPE</u>	<u>CARRIER</u>	<u>CURRENT PERIOD OF COVERAGE</u>
FIRE & CASUALTY	Philadelphia INS	
DESCRIPTION OF COVERAGE: Bldg 12/17/23-12/17/24 CONTRACT 12/17/23		
Flood 7/26/24-7/26/25 (NFIP)		
WORKMEN'S COMPENSATION	Texas Mutual	12/22/23 - 12/27/24
DESCRIPTION OF COVERAGE: workmen's Comp		
GENERAL LIABILITY	Philadelphia INS.	
DESCRIPTION OF COVERAGE: General Liability		
D&O package i Windstorm 12/28/23-12/28/24		
BONDING	N/A	
DESCRIPTION OF COVERAGE:		

Detail your auto insurance coverage as indicated:

<u>CARRIER</u>	<u>CURRENT PERIOD OF COVERAGE</u>	<u>DESCRIPTION OF COVERAGE</u>
Philadelphia INC	12/17/23-12/17/24	LIABILITY: 1,000,000

COLLISION & COMPREHENSIVE:

✓ ✓

PROPERTY DAMAGE:

✓

DO NOT ATTACH POLICIES



**CONTRACT AGREEMENT
AMENDMENT FOR FISCAL YEAR 2025**

**Kleberg County
700 East Kleberg
Kingsville, Texas 78363**

The following sections of the four-year Contract Agreement extending from October 1, 2023 to September 30, 2027 between Kleberg County and the Coastal Bend Council of Governments - Area Agency on Aging are hereby amended:

I. SCOPE OF SERVICES

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate Meals	\$6.28		
Home Delivered Meals	\$6.46		

Reimbursement rates are supported by the Kleberg County - FY25 Rate Setting Documents.

SECTION V. ATTACHMENTS

The following attachments to the FFY24-FFY2027 Contract Agreement and Direct Purchase of Service Application replace attachments from the previous fiscal year and are hereby made a part of this amendment. These include:

LOCATION: 2910 LEOPARD STREET; CORPUS CHIRSTI, TEXAS 78408
MAILING: POST OFFICE BOX 9909; CORPUS CHIRSTI, TEXAS 78469

PHONE: (361) 883-3935
FAX: (361) 883-5749
www.aaacostalbend.org

The Area Agency on Aging is funded in part by the Health and Human Services Commission

Contract Section V. E. Fiscal Year 2025 Audit Certification Form

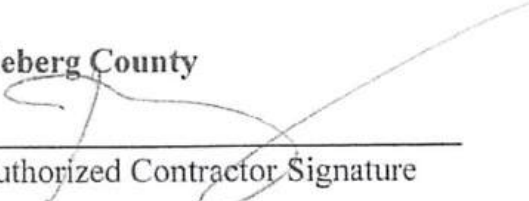
Contract Section V. G. Fiscal Year 2025 Updated Summary of Insurance Coverage (Previously an attachment to the FY24-FY27 Direct Purchase of Service Application.)

All other sections of the four-year Contract Agreement extending from October 1, 2023 to September 30, 2027 between **Kleberg County and the Coastal Bend Council of Governments – Area Agency on Aging** remain in effect.

SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2023, and ending September 30, 2027.

Kleberg County



Authorized Contractor Signature

Rudy Madrid

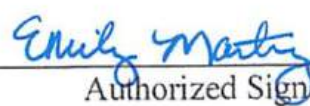
Print Name

Kleberg County Judge

Title

10-28-2024

Date



Authorized Signature

Emily Martinez MPA, Executive Director

Coastal Bend Council of Governments
P. O. 9909
Corpus Christi, Texas 78469

11/14/24

Date

**COASTAL BEND COUNCIL OF GOVERNMENTS
AUDIT CERTIFICATION FORM FOR NON-PROFIT AGENCIES**

Kleberg County
Grant Recipient

FY2023
Fiscal Year Ending

Please check one of the boxes below and follow instructions accordingly.

- We have exceeded the federal or state expenditure threshold of \$750,000.00. We have, or will contract with the CPA Firm of _____ to complete our Single Audit or Program Specific Audit. We will submit the audit report within nine (9) months after the end of the audited fiscal year.

Complete one of the following:

- a) We completed the audit on _____
- b) We anticipate completion of the audit by _____

- We did not exceed the \$750,000.00 federal or state expenditure threshold required for a Single Audit or a Program Specific Audit to be performed this fiscal year.

[Signature]
Signature

10-28-2024
Date

Rudy Madrid
Printed Name

Kleberg County Judge
Title

Please return form to: Attn: Accountant
Coastal Bend Council of Governments
Post Office Box 9909
Corpus Christi, Texas 78469

File: CBCOG-AuditCertForm.doc

Please address any questions and/or comments to: accountant@fin.cbco98.org

10/16/24 2:43 PM

Provider Name: Kleberg County Human Services

AAA Name: Area Agency on Aging of the Coastal Bend

Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Kleberg County Human Services

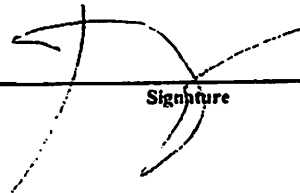
Name of Contracted Provider

County Judge Rudy Madrid

Printed/Typed Name of Signer

10-28-2024

Date



Signature

Signer Authority:

(check one)

Sole Proprietor

Partner

Corporate Officer

Association Officer

Board Member

Governmental Official

10/16/24 2:43 PM

AAA Name: Area Agency on Aging of the Coastal Bend

Congregate Meals
IN-KIND MATCH CERTIFICATION

Provider: Kleberg County Human Services

In-kind Contribution(s): \$0

For any item identified below, the provider must maintain monthly supporting documentation.

ITEM	DATE OF RECEIPT	VALUE
TOTAL		\$0

Note: All contributions must meet the requirements of IRS Publication 561
<http://www.irs.gov/pub/irs-pdf/p561.pdf>

Examples of Documentation Include:

- Rent:
1. Letter of Agreement with Owner
 2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

- Labor:
1. Minimum wage
 2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at https://efte.twc.texas.gov/prevailing_wage_issues.htm

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

- Utilities:
1. Copy of Bill
 2. Agreement of Amount Paid if Partial

Kleberg County Human Services
Name of Contracted Provider

10-28-2024
Date

Becky Greif
Printed/Typed Name of Signer

Becky Greif
Signature

10/18/24 2:44 PM
 Provider Name: Kleberg County Human Services
 AAA Name: Area Agency on Aging of the Coastal Bend

Participant Assessment

BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 1,008.00

2. Total Number of Anticipated Units to be Provided

HHS OAAA - 10 % Match Required	<u>0</u>	Program Income	<u>0</u>	Other Sources 6	<u>0</u>	
HHS OAAA - 25 % Match Required	<u>0</u>	Local Funds	<u>0</u>	Other Sources 7	<u>0</u>	
HHS OAAA - Full Unit Rate	<u>0</u>	Other Funds	<u>0</u>	Other Sources 8	<u>0</u>	2. <u>-</u>

3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate 3. \$ -

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10%	\$ <u>-</u>	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match	\$ <u>-</u>	
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)		4. \$ <u>-</u> 5. \$ <u>-</u>

4. Mandatory Local Match of 25%	\$ <u>-</u>	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match	\$ <u>-</u>	
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)		4. \$ <u>-</u> 5. \$ <u>-</u>

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units		
\$ <u>-</u>	Contractor Initial _____	AAA Initial _____

Kleberg County Human Services
 Legal Name of Contracted Provider

Becky Greif
 Signature

Becky Greif
 Printed/Typed Name of Signer

10-28-2024
 Date

Area Agency on Aging of the Coastal Bend
 Name of Area Agency on Aging

 Signature

Viola Monreal
 Printed/Typed Name of Signer

 Date

10/16/24 2:44 PM

Provider Name: Kleberg County Human Services

AAA Name: Area Agency on Aging of the Coastal Bend

Participant Assessment

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Kleberg County Human Services

Name of Contracted Provider

Becky Greif

Printed/Typed Name of Signer

10-28-2024

Date

Becky Greif

Signature

Signer Authority:
(check one)

- Sole Proprietor
- Partner
- Corporate Officer

- Association Officer
- Board Member
- Governmental Official

10/16/24 2:39 PM

Provider Name: Kleberg County Human Services

AAA Name: Area Agency on Aging of the Coastal Bend
Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Kleberg County Human Services

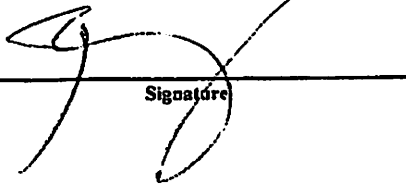
Name of Contracted Provider

County Judge Rudy Madrid

Printed/Typed Name of Signer

10-28-2024

Date



Signature

Signer Authority:

(check one)

Sole Proprietor

Partner

Corporate Officer

Association Officer

Board Member

Governmental Official

10/16/24 2:41 PM

Provider Name: Kleberg County Human Services
AAA Name: Area Agency on Aging of the Coastal Bend
Region Number: Region 11

**Home Delivered Meals
BUDGET WORKSHEET CERTIFICATION**

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Kleberg County Human Services
Name of Contracted Provider

10-28-2024
Date

County Judge Rudy Madrid
Printed/Typed Name of Signer

[Signature]
Signature

- Signer Authority:
(check one)
- | | |
|--------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Association Officer |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Board Member |
| <input type="checkbox"/> Corporate Officer | <input checked="" type="checkbox"/> Governmental Official |

10/16/24 2:42 PM

Provider Name: Kleberg County Human Services
AAA Name: Area Agency on Aging of the Coastal Bend
Region Number: Region 11

Home Delivered Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 379,652.15

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	<u>14,655</u>	Title XX	<u>31,541</u>	Title XIX	<u>0</u>	
Program Income	<u>200</u>	Other Funds Eligible Meals	<u>7,077</u>	Other Funds - Non-Eligible Meals	<u>0</u>	2. <u>53,473</u>

3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 7.10


Reimbursement Calculation

	HHS OAAA & Title XX	Title XIX
4. Projected NSIP per Meal Value	<u>0.73</u>	<u>N/A</u>
5. Rate Less NSIP per Meal Value	<u>\$ 6.37</u>	<u>N/A</u>
6. Mandatory Local Match of 10%	<u>\$ 0.64</u>	
** If Applicable, Match Reduction From the In-kind Match Certification form	<u>\$ -</u>	
Required Cash Match	<u>\$ 0.64</u>	<u>N/A</u>
7. Proposed Meal Rate (Line 3 minus Line 6)	<u>\$ 6.46</u>	<u>\$ 7.10</u>
<i>As of May 26, 2023, Common Provider Unit Rate cannot exceed 6.40</i>		
8. Rate Cap Applicable to Title XIX, Title XX and HHS OAAA Common Providers	<u>\$ 6.46</u>	
9. Excess of Cap Rate Reduction	<u>\$ -</u>	<u>\$ (7.10)</u>
Accepted Unit Rate for Current Year	<u>\$ 6.46</u>	<u>\$ -</u>

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Kleberg County Human Services
Legal Name of Contracted Provider


Signature

Area Agency on Aging of the Coastal Bend
Name of Area Agency on Aging

Viola Monreal
Printed/Typed Name of Signer

Signature

Date

County Judge Rudy Madrid
Printed/Typed Name of Signer

10-28-2024
Date

Region 11
Health and Human Services

NA
Printed/Typed Name of Signer

Signature

Date

10/18/24 2:43 PM

Provider Name: Kleberg County Human Services
AAA Name: Area Agency on Aging of the Coastal Bend

Congregate Meals

BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 134,288.85

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	<u>11,325</u>	Other Funds Eligible Meals	<u>73</u>	Other Sources 5	<u>7,852</u>	
Program Income	<u>200</u>	Other Funds - Non-Eligible Meals	<u>0</u>	Other Sources 6	<u>0</u>	2. <u>18,450</u>

3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 6.80

Reimbursement Calculation

4. Projected NSIP per Meal Value		HHS OAAA	<u>0.73</u>
5. Rate Less NSIP per Meal Value		\$	<u>6.17</u>
6. Mandatory Local Match of 10%	\$	<u>0.62</u>	
** If Applicable, Match Reduction From the In-kind Match Certification form	\$	<u>-</u>	
Required Cash Match	\$	<u>0.62</u>	
7. Proposed Meal Rate (Line 3 minus Line 6)	\$	<u>6.28</u>	

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Kleberg County Human Services
Legal Name of Contracted Provider


Signature

Area Agency on Aging of the Coastal Bend
Name of Area Agency on Aging

Viola Mcnreal
Printed/Typed Name of Signer

Signature

Date

County Judge Rudy Madrid
Printed/Typed Name of Signer

10-28-2024
Date



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

Certificate of Property Coverage

P.O. Box 2131 | Austin, Texas 78768 | (512) 478-8753

Issue Date: 10/28/2024

The Texas Association of Counties Risk Management Pool (Pool) is created by Chapter 119 of the Local Government Code to enable each county or county related governmental entity to provide self-insurance coverage against liability claims. The specified member participates in this Pool under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

COVERED MEMBER

Kleberg County
700 E Kleberg Ave
Kingsville, TX 78363-4652

CERTIFICATE HOLDER

Coastal Bend Council of Governments
2910 Leopard St.
Corpus Christi, TX 78408

This certificate is issued as a matter of information only and presents no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed for the period(s) indicated below, but should coverage be cancelled before expiration date, notice will be delivered in accordance with the provisions within the coverage document or inter-local agreement. Coverage provided by the Pool described on this certificate is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool.

COVERAGE	LIMITS OF LIABILITY
PROPERTY Effective Date: 07/01/2024 Expiration Date: 07/01/2025	Building -
<input checked="" type="checkbox"/> Building	Contents -
<input checked="" type="checkbox"/> Contents	

ADDITIONAL DESCRIPTION

Proof of Coverage - Values are provided per scheduled building

Authorized Representative

Michael Shannon
Director, Risk Management Services
Texas Association of Counties



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Certificate of Liability Coverage

P.O. Box 2131 | Austin, Texas 78768 | (512) 478-8753

Issue Date: 10/28/2024

The Texas Association of Counties Risk Management Pool (Pool) is created by Chapter 119 of the Local Government Code to enable each county or county related governmental entity to provide self-insurance coverage against liability claims. The specified member participates in this Pool under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

COVERED MEMBER

Kleberg County
700 E Kleberg Ave
Kingsville, TX 78363-4652

CERTIFICATE HOLDER

Coastal Bend Council of Governments
2910 Leopard St.
Corpus Christi, TX 78408

This certificate is issued as a matter of information only and presents no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed for the period(s) indicated below, but should coverage be cancelled before expiration date, notice will be delivered in accordance with the provisions within the coverage document or inter-local agreement. Coverage provided by the Pool described on this certificate is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool.

COVERAGE	LIMITS OF LIABILITY	
AUTO LIABILITY	Bodily Injury (per person)	\$250,000
Effective Date: 12/30/2023 Expiration Date: 12/30/2024	Bodily Injury (per occurrence)	\$500,000
<input checked="" type="checkbox"/> Scheduled Autos	Property Damage (per occurrence)	\$250,000
<input checked="" type="checkbox"/> Hired/Non-Owned		
AUTO PHYSICAL DAMAGE	Deductible	\$1,000
Effective Date: 12/30/2023 Expiration Date: 12/30/2024	Deductible	\$1,000
<input checked="" type="checkbox"/> Comprehensive		
<input checked="" type="checkbox"/> Collision		

ADDITIONAL DESCRIPTION

Proof of Coverage - Auto Physical Damage applies per scheduled vehicle

Authorized Representative

Michael Shannon
Director, Risk Management Services
Texas Association of Counties



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Certificate of Workers' Compensation Coverage

P.O. Box 2131 | Austin, Texas 78768 | (512) 478-8753

Issue Date: 10/28/2024

The Texas Association of Counties Risk Management Pool is created to enable each county or county related governmental entity to provide for self-insurance, extending workers' compensation benefits to their employees. The specified county or county related governmental entity participates in the Pool under an agreement pursuant to the provisions Texas Labor Code, Title 5, Workers' Compensation, Paragraph 504.016.

COVERED MEMBER

Kleberg County
700 E Kleberg Ave
Kingsville, TX 78363-4652

CERTIFICATE HOLDER

Coastal Bend Council of Governments
2910 Leopard St.
Corpus Christi, TX 78408

This certificate is issued as a matter of information only and presents no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed for the period(s) indicated below, but should coverage be cancelled before expiration date, notice will be delivered in accordance with the provisions within the coverage document or inter-local agreement. Coverage provided by the Pool described on this certificate is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool.

COVERAGE

LIMITS OF LIABILITY

WORKERS COMPENSATION

Effective Date: 01/01/2024 Expiration Date: 01/01/2025

Limits of Indemnity

Each Employee	Statutory
Each Accident	Statutory
Employers' Liability	
Death by Accident	\$1,000,000 Each Accident
Death by Disease	\$1,000,000 Each Claimant
Aggregate Per Coverage Period	\$2,000,000

ADDITIONAL DESCRIPTION

Proof of Coverage

Authorized Representative

Michael Shannon
Director, Risk Management Services
Texas Association of Counties



**CONTRACT AGREEMENT
AMENDMENT FOR FISCAL YEAR 2025**

**Live Oak County
P. O. Box 699
George West, Texas 78022**

The following sections of the four-year Contract Agreement extending from October 1, 2023 to September 30, 2027 between Live Oak County and the Coastal Bend Council of Governments - Area Agency on Aging are hereby amended:

I. SCOPE OF SERVICES

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate Meals	N/A		
Home Delivered Meals	\$6.46		

Reimbursement rates are supported by Live Oak County - FY25 Rate Setting Documents.

V. ATTACHMENTS

The following attachments to the Contract Agreement and Direct Purchase of Service Application replace attachments from the previous fiscal year and are hereby made a part of this amendment. These include:

LOCATION: 2910 LEOPARD STREET; CORPUS CHIRSTI, TEXAS 78408
MAILING: POST OFFICE BOX 9909; CORPUS CHIRSTI, TEXAS 78469

PHONE: (361) 883-3935
FAX: (361) 883-5749
www.aaacoastalbend.org

The Area Agency on Aging is funded in part by the Health and Human Services Commission

Contract Section V. E. Fiscal Year 2025 Audit Certification Form

Contract Section V. G. Fiscal Year 2025 Updated Summary of Insurance Coverage (Previously an attachment to the FY24-FY27 Direct Purchase of Service Application.

All other sections of the four-year Contract Agreement extending from October 1, 2023 to September 30, 2027 between **Live Oak County and the Coastal Bend Council of Governments – Area Agency on Aging** remain in effect.

SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2023, and ending September 30, 2027.

Live Oak County

James Liska
Authorized Contractor Signature

James Liska
Print Name

County Judge
Title

10/11/2024
Date

Emily Martinez
Authorized Signature

Emily Martinez MPA, Executive Director

Coastal Bend Council of Governments
P. O. 9909
Corpus Christi, Texas 78469

11/14/24
Date

**COASTAL BEND COUNCIL OF GOVERNMENTS
AUDIT CERTIFICATION FORM FOR NON-PROFIT AGENCIES**

FY2023

Grant Recipient

Fiscal Year Ending

Please check one of the boxes below and follow instructions accordingly.

- We **have exceeded** the federal or state expenditure threshold of \$750,000.00. We have, or will contract with the CPA Firm of _____ to complete our Single Audit or Program Specific Audit. We will submit the audit report within nine (9) months after the end of the audited fiscal year.

Complete one of the following:

- a) We completed the audit on _____
- b) We anticipate completion of the audit by _____

- We **did not** exceed the \$750,000.00 federal or state expenditure threshold required for a Single Audit or a Program Specific Audit to be performed this fiscal year.

James Listka
Signature

10/11/2024
Date

James Listka
Printed Name

County Judge
Title

Please return form to: Attn: Accountant
 Coastal Bend Council of Governments
 Post Office Box 9909
 Corpus Christi, Texas 78469

File: CBCOG-AuditCertForm.doc

Please address any questions and/or comments to: accountant@fin.cbco98.org

**SUMMARY OF INSURANCE COVERAGE
FY25**

Service Providers must maintain insurance that protects health and safety of clients and employees that comply with all state and federal laws. TAC Title 40, Part I, Chapter 85, Subchapter C, Rule 85.201 (o)(q).

Detail your insurance coverage as indicated:

<u>TYPE</u>	<u>CARRIER</u>	<u>CURRENT PERIOD OF COVERAGE</u>
FIRE & CASUALTY	<u>TEXAS ASSOCIATION OF COUNTIES</u>	<u>07/01/2024 - 07/01/2025</u>

DESCRIPTION OF COVERAGE: PROPERTY AS SCHEDULED

WORKMEN'S COMPENSATION	<u>TEXAS ASSOCIATION OF COUNTIES</u>	<u>01/01/2024 - 12/31/2024</u>
-------------------------------	--------------------------------------	--------------------------------

DESCRIPTION OF COVERAGE: \$2,000,000

GENERAL LIABILITY	<u>TEXAS ASSOCIATION OF COUNTIES</u>	<u>08/16/2024 - 08/16/2025</u>
--------------------------	--------------------------------------	--------------------------------

DESCRIPTION OF COVERAGE: 100,000 / 300,000 / 100,000

BONDING	<u>n/a</u>	
----------------	------------	--

DESCRIPTION OF COVERAGE: _____

Detail your auto insurance coverage as indicated:

<u>CARRIER</u>	<u>CURRENT PERIOD OF COVERAGE</u>	<u>DESCRIPTION OF COVERAGE</u>
<u>TEXAS ASSOCIATION OF COUNTIES</u>	<u>08/16/2024 - 08/16/2025</u>	<u>LIABILITY: 100/300/100</u>

COLLISION & COMPREHENSIVE:

\$1,000 / \$1,000

PROPERTY DAMAGE:

DO NOT ATTACH POLICIES



**CONTRACT AGREEMENT
AMENDMENT FOR FISCAL YEAR 2025**

**Refugio County
P. O. Box 193
Refugio, Texas 78377**

The following sections of the four-year Contract Agreement extending from October 1, 2023, to September 30, 2027, between **Refugio County and the Coastal Bend Council of Governments - Area Agency on Aging** are hereby amended:

I. SCOPE OF SERVICES

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate Meal	N/A		
Home Delivered Meal	\$6.46		
Transportation	\$61.80		

Reimbursement rates are supported by the Refugio County - FY25 Rate Setting Documents.

SECTION V. ATTACHMENTS

The following attachments to the Contract Agreement and Direct Purchase of Service Application replace attachments from the previous fiscal year and are hereby made a part of this amendment. These include:

LOCATION: 2910 LEOPARD STREET; CORPUS CHIRSTI, TEXAS 78408
MAILING: POST OFFICE BOX 9909; CORPUS CHIRSTI, TEXAS 78469

PHONE: (361) 883-3935
FAX: (361) 883-5749
www.aacoastalbend.org

The Area Agency on Aging is funded in part by the Health and Human Services Commission

Contract Section V. E. Fiscal Year 2025 Audit Certification Form

Contract Section V. G. Fiscal Year 2025 Updated Summary of Insurance Coverage (Previously an attachment to the FY24-FY27 Direct Purchase of Service Application.

All other sections of the four-year Contract Agreement extending from October 1, 2023, to September 30, 2027 between Refugio County and the Coastal Bend Council of Governments – Area Agency on Aging remain in effect.

SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2023 and ending September 30, 2027.

Refugio County

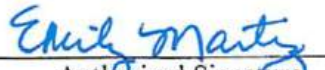


Authorized Contractor Signature
Jhvela M. Poynter

Print Name
Refugio County Judge

Title
10/30/2024

Date



Authorized Signature

Emily Martinez MPA, Executive Director

Coastal Bend Council of Governments
P. O. 9909
Corpus Christi, Texas 78469

11/14/24

Date

SUMMARY OF INSURANCE COVERAGE
FY25

Service Providers must maintain insurance that protects health and safety of clients and employees that comply with all state and federal laws. TAC Title 40, Part I, Chapter 85, Subchapter C, Rule 85.201 (o) (q).

Detail your insurance coverage as indicated:

<u>TYPE</u>	<u>CARRIER</u>	<u>CURRENT PERIOD OF COVERAGE</u>
FIRE & CASUALTY	<u>Regional Pool Alliance</u>	<u>3-1-24 to 3-1-25</u>
DESCRIPTION OF COVERAGE: <u>Blanket w/deductibles</u>		
<u>All risks of Direct Physical Loss or Damage</u>		
WORKMEN'S COMPENSATION	<u>Texas Assn. of Counties</u>	<u>3-1-24 to 3-1-25</u>
DESCRIPTION OF COVERAGE: <u>Blanket</u>		

GENERAL LIABILITY	<u>Regional Pool Alliance</u>	<u>3-1-24 to 3-1-25</u>
DESCRIPTION OF COVERAGE: <u>Blanket w/deductibles</u>		

BONDING	<u>Martin and Martin</u>	<u>renewed yearly</u>
DESCRIPTION OF COVERAGE: <u>Blanket</u>		

Detail your auto insurance coverage as indicated:

<u>CARRIER</u>	<u>CURRENT PERIOD OF COVERAGE</u>	<u>DESCRIPTION OF COVERAGE</u>
<u>Texas Assn. of Counties</u>	<u>3-1-25 to 3-1-25</u>	<u>LIABILITY: Blanket</u>
		<u>w/ deductible</u>
		<u>COLLISION & COMPREHENSIVE:</u>
		<u>PROPERTY DAMAGE:</u>

DO NOT ATTACH POLICIES

age

**COASTAL BEND COUNCIL OF GOVERNMENTS
AUDIT CERTIFICATION FORM FOR NON-PROFIT AGENCIES**

REFUGIO COUNTY
Grant Recipient

FY2023
Fiscal Year Ending

Please check one of the boxes below and follow instructions accordingly.

We have exceeded the federal or state expenditure threshold of \$750,000.00. We have, or will contract with the CPA Firm of CROWE LLP to complete our Single Audit or Program Specific Audit. We will submit the audit report within nine (9) months after the end of the audited fiscal year.

Complete one of the following:

- a) We completed the audit on _____
- b) We anticipate completion of the audit by 11-30-24

We did not exceed the \$750,000.00 federal or state expenditure threshold required for a Single Audit or a Program Specific Audit to be performed this fiscal year.

Rachel Elizondo
Signature

10/30/24
Date

RACHEL A. ELIZONDO
Printed Name

REFUGIO COUNTY Auditor
Title

Please return form to: Attn: Accountant
Coastal Bend Council of Governments
Post Office Box 9909
Corpus Christi, Texas 78469

File: CBCOG-AuditCertForm.doc

Please address any questions and/or comments to: accountant@fin.ebcog98.org



**CONTRACT AGREEMENT
AMENDMENT FOR FISCAL YEAR 2025**

Duval County

P. O. Box 189

San Diego, Texas 78384

The following sections of the four-year Contract Agreement extending from October 1, 2023 to September 30, 2027, between Duval County and the Coastal Bend Council of Governments - Area Agency on Aging are hereby amended:

I. SCOPE OF SERVICES

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate Meals	\$5.82		
Home Delivered Meals	\$7.81		

Reimbursement rates are supported by the Duval County - FY25 Rate Setting Documents.

SECTION V. ATTACHMENTS

The following attachments to the Contract Agreement and Direct Purchase of Service Application replace attachments for the previous fiscal year and are hereby made a part of this amendment. These include:

LOCATION: 2913 LEOPARD STREET; CORPUS CHRISTI, TEXAS 78408
MAILING: POST OFFICE BOX 9909; CORPUS CHRISTI, TEXAS 78469

PHONE: (361) 883-3935
FAX: (361) 883-5749
www.aaacoastalbend.org

The Area Agency on Aging is funded in part by the Health and Human Services Commission

Contract Section V. E. Fiscal Year 2025 Audit Certification Form

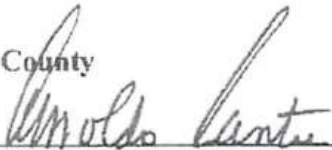
Contract Section V. G. Fiscal Year 2025 Updated Summary of Insurance Coverage (Previously an attachment to the FY24-FY27 Direct Purchase of Service Application.

All other sections of the four-year Contract Agreement extending from October 1, 2023 to September 30, 2027 between **Duval County and the Coastal Bend Council of Governments – Area Agency on Aging** remain in effect.

SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective **October 1, 2023 and ending September 30, 2027.**

Duval County



Authorized Contractor Signature

Arnoldo Cantu

Print Name

County Judge

Title

10/21/2024

Date



Authorized Signature

Emily Martinez MPA, Executive Director
Coastal Bend Council of Governments
P. O. 9909
Corpus Christi, Texas 78469

11/14/24

Date

**COASTAL BEND COUNCIL OF GOVERNMENTS
AUDIT CERTIFICATION FORM FOR NON-PROFIT AGENCIES**

Duval County
Grant Recipient

FY2023
Fiscal Year Ending

Please check one of the boxes below and follow instructions accordingly.

- We have exceeded the federal or state expenditure threshold of \$750,000.00. We have, or will contract with the CPA Firm of Ernest R Garza & Co. PC to complete our Single Audit or Program Specific Audit. We will submit the audit report within nine (9) months after the end of the audited fiscal year.

Complete one of the following:

- a) We completed the audit on June 12, 2024
- b) We anticipate completion of the audit by _____

- We did not exceed the \$750,000.00 federal or state expenditure threshold required for a Single Audit or a Program Specific Audit to be performed this fiscal year.

[Signature]
Signature

10/10/24
Date

Monica Longoria
Printed Name

County Auditor
Title

Please return form to: Attn: Accountant
Coastal Bend Council of Governments
Post Office Box 9909
Corpus Christi, Texas 78469

File: CBCOG-AuditCertForm.doc

Please address any questions and/or comments to: accountant@fin.cbkog98.org

SUMMARY OF INSURANCE COVERAGE

Service Providers must maintain insurance that protects health and safety of clients and employees that comply with all state and federal laws. TAC Title 40, Part 1, Chapter 85, Subchapter C, Rule 85.201 (o) (q).

Detail your insurance coverage as indicated:

<u>TYPE</u>	<u>CARRIER</u>	<u>CURRENT PERIOD OF COVERAGE</u>
FIRE & CASUALTY	Texas Association of Counties <u>Risk Management Pool</u>	<u>07/01/2024 - 07/01/2025</u>

DESCRIPTION OF COVERAGE: _____

WORKMEN'S COMPENSATION	Texas Association of Counties <u>Risk Management Pool</u>	<u>01/01/2024 - 01/01/2025</u>
------------------------	--------------------------------------------------------------	--------------------------------

DESCRIPTION OF COVERAGE: _____

GENERAL LIABILITY	Texas Association of Counties <u>Risk Management Pool</u>	<u>10/01/2024 - 10/01/2025</u>
-------------------	--------------------------------------------------------------	--------------------------------

DESCRIPTION OF COVERAGE: _____

BONDING _____

DESCRIPTION OF COVERAGE: _____

Detail your auto insurance coverage as indicated:

<u>CARRIER</u>	<u>CURRENT PERIOD OF COVERAGE</u>	<u>DESCRIPTION OF COVERAGE</u>
Texas Association of Counties <u>Risk Management Pool</u>	<u>10/01/2024 - 10/01/2025</u>	

LIABILITY: 100/300/100

COLLISION & COMPREHENSIVE:

250 Deb. Both

PROPERTY DAMAGE:

DO NOT ATTACH POLICIES

**SUBRECIPIENT AGREEMENT FOR
TITLE III-C OLDER AMERICAN ACTS SERVICES
between
COASTAL BEND COUNCIL OF GOVERNMENTS
and
COMMUNITY ACTION CORPORATION OF SOUTH TEXAS**

**Contract Amendment
Fiscal Year 2025**

October 1, 2024 - September 30, 2025

FY25 AMENDMENT TO THE FY23 SUBRECIPIENT AGREEMENT

The following sections of the Subrecipient Agreement (“Agreement”) between the COMMUNITY ACTION CORPORATION OF SOUTH TEXAS (“Subrecipient”), a non-profit corporation with offices at 204 East First Street, Alice Texas 78333, and the Coastal Bend Council of Governments (CBCOG), acting in its capacity as the Area Agency on Aging (AAA), referred to as the Area Agency on Aging of the Coastal Bend (CBCOG-AAA), are hereby amended.

3. PERFORMANCE PERIOD

The Subrecipient commenced performance of services of the original Subrecipient Agreement on October 1, 2022, and now will continue such performance into Fiscal Year 2025, October 1, 2024 through September 30, 2025.

54. AGREEMENT EXTENSION

The Parties to this Agreement may, by mutual agreement, extend this Agreement for up to four consecutive years. Any Agreement extension shall be in writing, with specific reference to this Agreement, and shall be subject to all terms and conditions of the original Agreement and made a part thereof for all purposes.

6. COMPENSATION

The CBCOG agrees to make payment to the Subrecipient in the amounts and upon the terms, provisions, and grant budgets, as set forth in the FY25 Rate Setting Documents and Notification of Funds Available (NFAs) and contingent upon Subrecipient’s submission of required reporting, as stated in Section 9.

The CBCOG will reimburse Subrecipient for whole units at the approved negotiated unit rate for home-delivered meal service, congregate meal service and transportation services, up to a maximum amount of \$737,577 (seven hundred thirty-seven thousand, five hundred and seventy-seven dollars), per annum, subject to amendment resulting from increases or decreases in final state and federal allocations. Final funds awarded will be through issuance of Notification of Funds Available (NFA). The Subrecipient’s negotiated unit rates for Fiscal Year 2025 are as follows:

- **Home-delivered meals: \$6.46 (six dollars and forty-six cents) per unit. A unit is defined as a home-delivered meal.**
- **Congregate meals: \$6.91 (six dollars and ninety-one cents) per unit. A unit is defined as a congregate meal.**
- **Transportation Demand Response: \$10.19 (ten dollars and nineteen cents) per unit. A unit is defined as one, one-way trip.**

Whole units are defined as one complete unit of service such as one home-delivered meal or one congregate meal or one, one-way trip. The Subrecipient agrees to deliver specific services on an "at risk" basis. Adjustments will be considered only in instances where a Subrecipient suffers operating losses due to events over which he/she has no control or could not have reasonably anticipated. Any adjustment to an "at risk" unit rate will be judged on its own merits. In the case of common providers (i.e., those who have subrecipient agreements for home-delivered meals with both CBCOG and HHSC), any adjustments to home-delivered meal unit rates must be approved by both agencies. It is the responsibility of the Subrecipient requesting the rate increase to provide adequate documentation that the increase is warranted due to circumstances beyond the Subrecipient's control.

CBCOG reserves the right to renegotiate, as may be necessary, funds budgeted for this project in the event that actual billed expenditures under this Agreement fall substantially below the budgeted expenditures. CBCOG may also renegotiate total units of service by category, in the event that actual units of service delivered by Subrecipient fall substantially below the contracted number of units. Renegotiated revisions will be reflected by Amendment to the Subrecipient Agreement.

The Subrecipient acknowledges that CBCOG will not make reimbursement for activity reported until such time as CBCOG has been able to validate the accuracy and allowability of such activity.

CBCOG has no obligation to remit funds under the terms of this Agreement for services provided on a unit rate basis, until Subrecipient has provided or secured the provision of the service and reported such provision in a request for reimbursement. In the absence of written Agreement to the contrary, CBCOG will remit funds to the Subrecipient subject to the appropriate administrative procedures and contingent upon receipt of funds by CBCOG from HHSC and/or other funding sources.

Final payment shall be based on the information contained in the reimbursement system 60 days following termination of this Agreement. This payment provision shall apply to final payment whether at completion of the Agreement period or in the event of early Agreement termination.

56. Attachments

**Attachment G. Summary of Insurance Coverage
(Update for FY25)**

No other attachments will be amended.

SIGNATURE PAGE

I, the undersigned, certify that I have read and understand the terms of this Amendment to our Subrecipient Agreement and that this agency will abide by them. I further certify that I am authorized to sign for the Subrecipient agency.

SIGNED on the _____ day of _____, 2024.

COMMUNITY ACTION CORPORATION
OF SOUTH TEXAS

COASTAL BEND COUNCIL
OF GOVERNMENTS

MM i. Jm
Signature

Emily Martinez, MPA
Executive Director

Executive Director
Title of individual authorized to commit
applicant/agency this Agreement.

SUMMARY OF INSURANCE COVERAGE FY25

Service Providers must maintain insurance that protects the health and safety of clients and employees that comply with all state and federal laws. TAC Title 40, Part I, Chapter 85, Subchapter C, Rule 85.201 (o) (q).

Detail your insurance coverage as indicated:

<u>TYPE</u>	<u>CARRIER</u>	<u>CURRENT PERIOD OF COVERAGE</u>
FIRE & CASUALTY	<u>Philadelphia Insurance Company</u>	<u>2/1/2024 - 2/1/2025</u>

DESCRIPTION OF COVERAGE:
Extended Coverage

WORKMEN'S COMPENSATION	<u>Texas Mutual Insurance Company</u>	<u>2/01/2024 - 2/01/2025</u>
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DESCRIPTION OF COVERAGE:
Employee work-related injury or illness

GENERAL LIABILITY	<u>Philadelphia Insurance Company</u>	<u>2/01/2024 - 2/01/2025</u>
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DESCRIPTION OF COVERAGE:
Extended Coverage

BONDING	<u>Philadelphia Insurance Company</u>	<u>2/01/2024 - 2/01/2025</u>
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DESCRIPTION OF COVERAGE:

Detail your auto insurance coverage as indicated:

<u>CARRIER</u>	<u>CURRENT PERIOD OF COVERAGE</u>	<u>DESCRIPTION OF COVERAGE</u>
<u>Philadelphia Insurance Company</u>	<u>2/01/2024 - 2/01/2025</u>	<u>LIABILITY:</u> <u>\$1,000,000</u>

COLLISION & COMPREHENSIVE:

DO NOT ATTACH POLICIES
PROPERTY DAMAGE:

10/23/24 8:56 AM

Provider Name: Community Action Corporation of South Texas

AAA Name: Area Agency on Aging of the Coastal Bend

Region Number: Region 11

**Home Delivered Meals
BUDGET WORKSHEET CERTIFICATION**

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

**Community Action Corporation of South
Texas**

Name of Contracted Provider

Ann E. Awalt

Printed/Typed Name of Signer

10/24/2024

Date

Ann E. Awalt

Signature

Signer Authority:
(check one)

Sole Proprietor
Partner
Corporate Officer

Association Officer
Board Member
Governmental Official

10/23/24 8:56 AM

Provider Name: Community Action Corporation of South Texas
AAA Name: Area Agency on Aging of the Coastal Bend
Region Number: Region 11

**Home Delivered Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE**

1. Total Budgeted Expenses for Contract Year 1. \$ 1,705,269.02

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	<u>67,385</u>	Title XX	<u>161,016</u>	Title XIX	<u>0</u>	
		Other Funds		Other Funds -		
Program Income	<u>388</u>	Eligible Meals	<u>9,193</u>	Non-Eligible Meals	<u>0</u>	2. <u>237,982</u>

3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 7.17

Reimbursement Calculation

	HHS OAAA & Title XX	Title XIX
4. Projected NSIP per Meal Value	<u>0.73</u>	N/A
5. Rate Less NSIP per Meal Value	<u>\$ 6.44</u>	N/A
6. Mandatory Local Match of 10% ** If Applicable, Match Reduction From the In-kind Match Certification form	<u>\$ 0.64</u> <u>\$ -</u>	
Required Cash Match	<u>\$ 0.64</u>	N/A
7. Proposed Meal Rate (Line 3 minus Line 6) <i>As of May 26, 2023, Common Provider Unit Rate cannot exceed 6.46</i>	<u>\$ 6.53</u>	<u>\$ 7.17</u>
8. Rate Cap Applicable to Title XIX, Title XX and HHS OAAA Common Providers	<u>\$ 6.46</u>	<u>\$ 6.46</u>
9. Excess of Cap Rate Reduction	<u>\$ (0.07)</u>	<u>\$ (0.71)</u>
Accepted Unit Rate for Current Year	<u>\$ 6.46</u>	<u>\$ 6.46</u>

** If any portion of the required match is In-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Community Action Corporation of South Texas
Legal Name of Contracted Provider


Signature

Ann E. Awall
Printed/Typed Name of Signer

10/24/2024
Date

Area Agency on Aging of the Coastal Bend
Name of Area Agency on Aging

Viola Monrreal
Printed/Typed Name of Signer

Signature

Date

Region 11
Health and Human Services

N/A
Printed/Typed Name of Signer

Signature

Date

10/23/24 8:56 AM

Provider Name: Community Action Corporation of South Texas

AAA Name: Area Agency on Aging of the Coastal Bend

Congregate Meals

SUBJECT WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 343,338.98

2. Total Number of Anticipated Meals to be Provided by Funding Source

	Other Funds Eligible Meals	3,036	Other Sources 5	0	
HHS OAAA	40,647				
Program Income	1,481	Other Funds - Non-Eligible Meals	0	Other Sources 6	0
					2. 45,164

3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 7.60

Reimbursement Calculation

4. Projected NSIP per Meal Value HHS OAAA
0.73

5. Rate Less NSIP per Meal Value \$ 6.87

6. Mandatory Local Match of 10% \$ 0.69

** If Applicable, Match Reduction
From the In-kind Match
Certification form \$ -

Required Cash Match \$ 0.69

7. Proposed Meal Rate (Line 3 minus Line 6) \$ 6.91

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Community Action Corporation of South Texas
Legal Name of Contracted Provider

Ann E. Await
Signature

Ann E. Await
Printed/Typed Name of Signer

10/24/2024
Date

Area Agency on Aging of the Coastal Bend
Name of Area Agency on Aging

Vicla Morreal
Printed/Typed Name of Signer

Signature

Date

10/23/24 8:56 AM

Provider Name: Community Action Corporation of South Texas

AAA Name: Area Agency on Aging of the Coastal Bend

Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

**Community Action Corporation of South
Texas**

Name of Contracted Provider

10/24/2021
Date

Ann E. Awalt

Printed/Typed Name of Signer

Ann E. Awalt
Signature

Signer Authority:

(check one)

Sole Proprietor

Partner

Corporate Officer

Association Officer

Board Member

Governmental Official

10/23/24 8:56 AM
 Provider Name: Community Action Corporation of South Texas
 AAA Name: Area Agency on Aging of the Coastal Bend

Transportation
BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1. Total Budgeted Expenses for Contract Year	1. <u>\$ 23,761.50</u>
2. Total Number of Anticipated Units to be Provided	
HHS OAAA - 10 % Match Required <u>2,100</u>	Program Income <u>0</u> Other Sources 6 <u>0</u>
HHS OAAA - 25 % Match Required <u>0</u>	Local Funds - Eligible Trips <u>0</u> Other Sources 7 <u>0</u>
HHS OAAA - Full Unit Rate <u>0</u>	Other Funds - Non-Eligible Trips <u>0</u> Other Sources 8 <u>0</u>
	2. <u>2,100</u>
3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate	3. <u>\$ 11.32</u>

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10%	<u>\$ 1.13</u>	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match	<u>\$ -</u>	
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)		4. <u>\$ 1.13</u> 5. <u>\$ 10.19</u>

4. Mandatory Local Match of 25%	<u>\$ 2.83</u>	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match	<u>\$ -</u>	
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)		4. <u>\$ 2.83</u> 5. <u>\$ 8.49</u>

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units		
<u>\$ 11.32</u>	_____ Contractor Initial	_____ AAA Initial

Community Action Corporation of South Texas
 Legal Name of Contracted Provider

Ann E. Awalt
 Signature

Ann E. Awalt
 Printed/Typed Name of Signer

10/24/2024
 Date

Area Agency on Aging of the Coastal Bend
 Name of Area Agency on Aging

 Signature

Viola Monreal
 Printed/Typed Name of Signer

 Date

10/23/24 8:56 AM
Provider Name: Community Action Corporation of South Texas
AAA Name: Area Agency on Aging of the Coastal Bend

Transportation
BUDGET WORKSHEET CERTIFICATION

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- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Community Action Corporation of South
Texas

Name of Contracted Provider

10/24/2024
Date

Ann E. Awalt

Printed/Typed Name of Signer


Signature

Signer Authority:
(check one)

Sole Proprietor
Partner
Corporate Officer

Association Officer
Board Member
Governmental Official



COASTAL BEND
COUNCIL OF GOVERNMENTS

MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments
FROM: Viola Monrreal, Director of Area Agency on Aging
DATE: December 13, 2024
SUBJECT: Personal Assistance/Respite Services Contracts

Background: Outreach Health Community Care Services, LP dba Outreach Home Care previous vendor who has changed ownership and applied for contracting services for in-home and personal assistance services for persons aged 60 and over through the Area Agency on Aging. The contractor can also help with persons with disabilities of any age through the Aging and Disability Resource Center's Respite funding.

Summary: Outreach Health Community Care Services, LP dba Outreach Home Care, will provide supportive services through Title III-B and Title III-E funding for the provision of in-home and personal assistance services for people aged 60 and over through the Area Agency on Aging. The contractor can also help with persons with disabilities of any age through the Aging and Disability Resource Center's Respite funding.

Financial Impact: There is a financial impact on family members and/or caregivers which in most cases go without assistance or would have to pay out of pocket. Provider and/or respite services can be quite costly from \$14.00 per hour to \$25.00 per hour depending on the contractor and number of hours needed. The AAA of Coastal Bend sets aside funds and allocates a dollar amount per family that can be utilized and provides respite to family caregivers.

Comprehensive Economic Development Strategy Goal or Objective:

GOAL 4: Support Community Well-Being; Objective 4.1: Quality of life programs and opportunities are made accessible to all Coastal Bend communities

Staff Recommendation: It's the staff's recommendation that the contract with Outreach Health Community Care Services, LP dba Outreach Home Care, be accepted.

**COASTAL BEND COUNCIL OF GOVERNMENTS
RESOLUTION NO. 4102**

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT AGREEMENT FOR FFY2024-FFY2027 WITH THE FOLLOWING CONTRACTOR: OUTREACH HEALTH COMMUNITY CARE SERVICES LP D/B/A OUTREACH HOME CARE FOR RESPITE IN-HOME, AND PERSONAL ASSISTANCE AS ONE OF THE CONTRACTORS THAT WILL BE A PART OF THE AREA AGENCY ON AGING'S CONTRACTOR PURCHASE POOL FOR THE PROVISION OF SUPPORTIVE SERVICES FOR TARGETED OLDER PERSONS IN THE ELEVEN COUNTY COASTAL BEND AREA BEGINNING JULY 12, 2024- SEPTEMBER 30, 2027.

WHEREAS, the strategies relating to the provision of in-home, and personal assistance supportive services (totaling approximately \$77,610 of Title III-B Supportive Services funds \$ 36,043, in Title III-E Support Program funds, \$ 10,000 in State General Revenue funds III-E Match, \$55,000 in American Rescue Plan Title III-B, \$20,000 in ARP III-E funds, \$32,425 in PY Title III-B, \$17,977 in PY Title III-E, \$6,226 in PY ARP III-E funds for a total \$255,281 in Support Services for Respite in-Home, and Personal Assistance. Through a contractor's direct purchase pool which are part of the approved Area Agency on Aging's Action Plan for Fiscal Years 2024 - 2027; and

WHEREAS the Agency on Aging solicited applications for membership in a contractor's purchase pool with contracts ending in FY 2027 for the purpose of purchasing in-home and other supportive services for targeted elderly persons in an eleven-county area; and

WHEREAS these agreements enable the Area Agency on Aging to purchase needed services on a client-by-client basis, including personal assistance, respite in-home, respite out of home, respite out of home-overnight, respite voucher, adult day care, and other supportive services; and

WHEREAS, on November 18, 2024, the Advisory Council on Aging met and discussed the contract and funding totaling approximately \$77,610 of Title III B Supportive Services funds \$ 36,043, in Title III-E Support Program funds, \$ 10,000 in State General Revenue funds III-E Match, \$55,000 in American Rescue Plan, Title III-B, \$20,000 in ARP III-E funds, \$32,425 in PY Title III-B, \$17,977 in PY Title III-E, \$6,226 in PY ARP III-E funds in Support Services for Respite in-Home, and Personal Assistance. Through a contractor's direct purchase pool which is part of the approved Area Agency on Aging's Action Plan for Fiscal Years 2024 - 2027.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments authorizes its Executive Director sign contract Agreement with Outreach Health Community Care Services, LP dba Outreach Home Care to provide supportive services, contractor will become part of the Area Agency on Aging's contractor purchase pool for the provision of various supportive services for targeted older persons in the eleven county Coastal Bend Area effective July 12, 2024 and ending September 30, 2027.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 13th day of December 2024.

The Honorable Judge David Krebs, Chairman

ATTEST:

Emily Martinez, Executive Director



COASTAL BEND
COUNCIL OF GOVERNMENTS

**AREA AGENCY ON AGING OF THE COASTAL BEND
CONTRACTOR AGREEMENT
FFY2024-FFY2027**

Outreach Health Community Care Services, LP dba Outreach Home Care hereinafter referred to as Contractor, and Coastal Bend Council of Governments - Area Agency on Aging of the Coastal Bend (AAACB), hereinafter referred to as AAACB, do hereby agree to provide services effective beginning July 12, 2024 and ending September 30, 2027, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Texas Department of Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services Program and the stated Scope of Services.

The AAA Direct Purchase of Services Program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. Through the AAACB'S Coastal Bend Aging and Disability Resource Center, services are provided to persons of all ages with disabilities and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC's AAA Access and Assistance Guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate provider.

Now and therefore, for and in consideration of the mutual promises and benefits stated herein, the parties now agree as follows:

1. SCOPE OF SERVICES

a. The Contractor agrees to provide the following service(s) as identified below to program participants authorized by the AAACB staff, in accordance with the completed Contractor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

(1) Service: Respite - In Home

(a) Service Definition: Temporary services provided to an eligible dependent care recipient for the relief of a caregiver. Services are provided in the eligible caregiver's home or the home of the care recipient on a short term, temporary basis while the primary caregiver is unavailable or needs relief.

(b) In addition to supervision, services may include meal preparation, housekeeping, assistance with personal care and social and recreational activities.

(c) An eligible Care Recipient must:

- be unable to perform a minimum of two activities of daily living identified through the Consumer Needs Evaluation (CNE); or

- require substantial supervision due to a cognitive or other mental impairment which causes them to behave in a manner that poses a serious health or safety hazard to themselves or to another person.

- a CNE is required per Area Agency on Aging Policies and Procedures Manual (AAAPPM), Section D-1040.

(d) Unit of Service: Hours. A partial hour may be reported to two decimal places, e.g. 0.25 hours.

(e) Service Area: Refer to DPS Application for listed service areas.

(2) Service: Personal Assistance

(a) Service Definition: Services to assist an older person who has difficulty performing a minimum of two activities of daily living as identified in the assessment process, with tasks a person would typically perform if they were able. This includes assistance in all activities of daily living.

(b) A CNE is required. (AAAPPM Section D-1040).

(c) Unit of Service: Hours. Partial hour may be reported to two decimal places, e.g. 0.25 hours. Does not include travel time, unless it is directly related to the older person's care plan.

(d) Service Area: Refer to DPS Application for listed service areas.

b. All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

c. All Older Americans Act and other required rules and regulations are located at <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>.

d. Targeting: AAACB services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA or as identified through other grantees, such as the Aging and Disability Resource Center's Respite Care Program.

e. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)*	Variable Rate (identify range)	Cost Reimbursement
Respite In-Home	\$ 18.00		
Personal Assistance	\$ 18.00		

*Fixed Rates entered here must agree with Application Section.

2. TERMS OF AGREEMENT

a. The Contractor agrees to:

(1) Provide services in accordance with current or revised HHSC policies and standards and the OAA.

(2) Submit billing with appropriate documentation including timesheets as required by the AAA by the close of business on the **5th calendar day** of each month following the last day of the month in which services were provided.

- If the 5th day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.

- No reimbursement for services provided will be made if contractor payment invoices and supporting documentation are not correct and submitted to the AAA within **30 calendar days** of the month following the month in which services were provided.

- Any concerns regarding discrepancies between the invoiced services and payment must be made within **45 calendar days** after payment is mailed.

(3) The AAACB will encourage program participant contributions (program income) on a voluntary and confidential basis. Program participant contributions will be mailed directly by the program participant and/or his family to the AAACB office. AAACB will properly safeguard and accurately account for program participant contributions (program income) as receipts and expenditures on its financial reports. AAACB agrees to expend all program participant contributions (program income) to expand or enhance the program/service under which it is earned. If the Contractor or their paid provider inadvertently receives a program participant contribution, Contractor must immediately contact AAACB send contribution to the AAACB and advise program participant and/or their family of the proper program participant contribution submission procedure. AAACB will also advise program participant and/or family of the proper program participant contribution procedure.

- Notify the AAA within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s).

- Ensure that all required insurance(s), certifications), training(s), or license(s) do not lapse.

- Provide the AAA, within 10 days of agency's receipt of copies of changes, updates, or renewals to board members, corporate officers, ownership, insurance, certificates, trainings, or licenses.

- Maintain communication and correspondence concerning program participants' status.

- Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA-CB or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.

- Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents shall be kept for a minimum of seven years after close of contractor's fiscal year.

- Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States, and the State of Texas, through any authorized representative(s).

b. The Contractor further agrees:

(1) The agreement may be terminated for cause or without cause upon the giving of 30 days advance written notice.

(2) The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon receipt of funds.

(3) Contractor acknowledges it is an independent provider, NOT an agent of the AAACB. Thus, the Contractor indemnifies saves and holds harmless the AAACB against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAACB if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAACB.

(4) Employees of the Contractor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward, or payment.

c. Through the Direct Purchase of Services program, the AAACB agrees to:

(1) Review program participant intake, assessment forms and any other required forms completed by Contractor, as required, determining program participant eligibility. Service authorization is based on program participant need and the availability of funds.

(2) Provide timely written notification to Contractor of program participant's eligibility and authorization to receive services.

(3) Maintain communication and correspondence concerning the program participants' status.

(4) Provide timely technical assistance to Contractor as requested and as available.

(5) Conduct quality-assurance procedures, which will include on-site monitoring visits and customer satisfaction surveys annually, to ensure quality services are being provided and if applicable, Centers for Medicare and Medicaid Services exclusion reviews are conducted.

(6) Contingent upon the AAACB's receipt of funds authorized for this purpose from HHSC, reimburse the Contractor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection Section 2. a. (2) of this document within approximately 45 days of receipt of invoice - providing such invoice includes all required attachments, is complete and is accurate.

3. ASSURANCES

a. The Contractor shall comply with:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq*).

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).

(3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq*).

(4) Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107).

(5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688).

(6) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq*).

(7) Drug Free Workplace Act of 1988.

(8) Texas Senate Bill 1 - 1991, as applicable.

(9) HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

(10) HHSC AAA Policies and Procedures Manual, to the extent applicable to this Agreement.

(11) Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.

(12) Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs.

(13) HHSC (legacy DADS) Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs.

(14) HHSC Uniform Terms and Conditions.

4. FOCAL POINT DESIGNATION

- The following agencies have been designated by the AAACB as focal points for services for persons 60 or older in the Coastal Bend Region: Area Agency on Aging of the Coastal Bend, Coastal Bend Aging & Disability Resource Center, Coastal Bend Center for Independent Living, Community Action Agency of South Texas, Catholic Charities of Corpus Christi, Inc., City of Corpus Christi, Kleberg County Human Services, Live Oak Senior Center, Nueces County Community Center, Portland Senior Center, and San Diego Civic Center.

5. ATTACHMENTS

- (a) Signed Data Use Agreement.
- (b) Signed Lobbying Certification.
- (c) Signed Prohibited Telecommunications and Video Services.
- (d) Signed HHSC Required Certifications.
- (e) Child Support Certification.
- (f) W-9.
- (g) Audit Certification Form – N/A (only for Non-Profit Organizations).
- (h) Conflict of Interest Form.

6. SIGNATURES

- For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 12, 2024 and ending September 30, 2027.

**Outreach Health Community Care Services, LP
dba Outreach Home Care**

Rebecca Williams Digitally signed by Rebecca Williams
Date: 2024.09.13 16:53:14 -05'00'

Authorized Contractor Signature

Rebecca Williams

Print Name

Director of Compliance

Title

09/13/2024

Date

Authorized Signature

Emily Martinez MPA
Executive Director

**Coastal Bend Council of
Governments
P. O. Box 9909
Corpus Christi, Texas 78469**

Date

CONTRACT – ATTACHMENT A

Data Use Agreement Form

Subcontractor Agreement Form

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR. CONTRACTOR has subcontracted with Outreach Health Community Care Services, LP dba Outreach Home Care (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR (CBCOG)

SIGN: _____

NAME: **EMILY MARTINEZ, MPA**

TITLE: **EXECUTIVE DIRECTOR**

DATE: _____

SUBCONTRACTOR

SIGN: **Rebecca Williams** Digitally signed by Rebecca Williams
Date: 2024.09.13 16:53:32 -0500

NAME: **Outreach Health Community Care Services,
LP dba Outreach Home Care**

TITLE: **Director of Compliance**

DATE: **09/13/2024**

CONTRACT – ATTACHMENT B
RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: 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.

As a recipient of a federal grant exceeding \$100,000, CBCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with CBCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

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

The undersigned certifies to the best of his or her 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 any federal 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 a material representation of fact upon 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, US 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.

Rebecca Williams Digitally signed by Rebecca Williams
Date: 2024.09.13 16:53:49 -05'00'

Signature

Director of Compliance

Title

Outreach Home Care

Agency

09/13/2024

Date

CONTRACT – ATTACHMENT C

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this RFP or any resulting Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Respondent hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

Rebecca Williams Digitally signed by Rebecca Williams
Date: 2024.09.13 16:54:10 -05'00'

NAME OF AUTHORIZED PERSON:

Rebecca Williams

NAME OF COMPANY:

Outreach Home Care

DATE:

09/13/2024

-OR-

The Respondent hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

CONTRACT – ATTACHMENT D

**TEXAS HEALTH AND HUMAN SERVICE COMMISSION REQUIRED
CERTIFICATIONS**

Coastal Bend Council of Governments (CBCOG), in its capacity as the Area Agency on Aging, receives funding through Texas Health and Human Services Commission (HHSC) to carryout various programs under the federal Older Americans Act. CBCOG's grant agreement with HHSC requires any subcontractors receiving funding under such agreement to certify to the following provisions below. "Subcontractor" herein means the contracting party with CBCOG to provide goods or perform services, whether referred to as "consultant", "contractor", "subcontractor", "vendor" or other similar term in the Contract above.

1. Subcontractor is in good standing with all state and federal funding and regulatory agencies;
2. Subcontractor is not currently debarred, suspended or otherwise excluded from participating in federal grants;
3. Subcontractor is not delinquent on any repayment agreements related to HHSC funding programs or any federal grant programs;
4. Subcontractor has not had a required license or certification revoked that is necessary to provide the goods or perform services under the above Contract; and
5. Subcontractor is not ineligible to provide goods or services as described in the Contract above;
6. Subcontractor has not had a contract terminated by HHSC; and
7. Subcontractor has not voluntarily surrendered, within the past three years, any license issued by HHSC.

I certify that I certify the entity identified below meets the above requirements.

Signature **Rebecca Williams** Digitally signed by Rebecca Williams
Date: 2024.09.13 16:54:26 -05'00'

Director of Compliance

Title

Outreach Home Care

Agency

09/13/2024

Date



Child Support Certification

Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

- a person who is more than 30 days delinquent in paying child support; and
- a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until:

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include:

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application; and
- the statement in Section 3 below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that the statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by Law or contract.

Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name: N/A	SSN:
Name:	SSN:
Name:	SSN:
Name:	SSN:

Section 3

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Contractor Authorized Representative Printed Name: Rebecca Williams	Title: Director of Compliance
Contractor Authorized Representative Signature: Rebecca Williams <small>Digitally signed by Rebecca Williams Date: 2024.09.13 16:54:42 -05'00'</small>	Date: 09/13/2024

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Outreach Health Community Care Services LP</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>Outreach Home Care</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: center;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>251 Renner Parkway</p> <p>6 City, state, and ZIP code</p> <p>Richardson, TX 75080-1316</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
7	4	-	2	9	5	0	3	9	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>John David Ball</i>	Date 5/10/2024
------------------	-------------------------------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CONTRACT – ATTACHMENT G
COASTAL BEND COUNCIL OF GOVERNMENTS
AUDIT CERTIFICATION FORM FOR NON-PROFIT AGENCIES

N/A - We are For Profit

FY2023

Grant Recipient

Fiscal Year Ending

Please check one of the boxes below and follow instructions accordingly.

- We **have exceeded** the federal or state expenditure threshold of \$750,000.00. We have, or will contract with the CPA Firm of _____ to complete our Single Audit or Program Specific Audit. We will submit the audit report within nine (9) months after the end of the audited fiscal year.

Complete one of the following:

- a) We completed the audit on _____
- b) We anticipate completion of the audit by _____

- We **did not** exceed the \$750,000.00 federal or state expenditure threshold required for a Single Audit or a Program Specific Audit to be performed this fiscal year.

Signature

Date

Printed Name

Title

Please return form to: Attn: Accountant
Coastal Bend Council of Governments
P.O. Box 9909
Corpus Christi, TX 78469

File: CBCOG-AuditCertForm.doc

Please address any questions and/or comments to:

CONTRACT – ATTACHMENT H

NOTIFICATION OF CONFLICT-OF-INTEREST STATEMENT

I, N/A, have read the Texas Administrative Code 40 TAC, Rule § 83.201 and hereby notify the Director of the Area Agency on Aging of the Coastal Bend / Aging and Disability Resource Center of a conflict of interest I hold. That conflict of interest is as follows:

My association with the Area Agency on Aging of the Coastal Bend / Aging and Disability Resource Center is as follows:

- Employee, Contractor, Volunteer working within the program, Advisory Council Member, Governing Board Member, Other

In that capacity, I agree to not participate in any decision(s) relating to:

- the contract or procurement of services of goods in which I have a direct or indirect substantial personal interest
or
have a substantial financial interest, directly or indirectly, in the contract or procurement of services or goods or the proceeds thereof.

If the above section is not applicable, please check off this box [checked] and continue to complete and sign this statement.

Alternatively, I, Rebecca Williams, have read the Texas Administrative Code 40 TAC, Rule § 83.201 and hereby certify that I do not have a financial or other substantial interest in any entity that may be considered for a procurement award from Title III funds or from another AAA/ADRC funding source. If, at a later time, circumstances change and there is, or appears to be, a conflict of interest as described above, I further agree to advise the Director of the Area Agency on Aging of the Coastal Bend / Aging and Disability Resource Center immediately, declaring what is, or appears to be, a conflict of interest.

Rebecca Williams
Printed Name

Outreach Home Care
Agency Name

Rebecca Williams
Digitally signed by Rebecca Williams
Date: 2024.09.13 16:55:18 -0500
Signature

09/13/2024
Date



**COASTAL BEND
COUNCIL OF GOVERNMENTS**

**DIRECT PURCHASE OF SERVICE APPLICATION INFORMATION
FFY2024-FFY2027**

The Area Agency on Aging of the Coastal Bend (AAACB) as designated by the Texas Health and Human Services Commission (HHSC) as one of the primary focal points for services for persons 60 or older, their caregivers, and persons under age 60 on Medicare, administers services funded by the Older Americans Act of 1965 (OAA) with emphasis placed on frail, rural, low income, and minority individuals. Through funding under the AAACB's Aging and Disability Resource Center, services are purchased for persons of all ages with a disability. The AAACB purchases various services for eligible clients. Services are purchased from appropriate service providers that have completed a Direct Purchase of Service Application packet and executed a Contract agreement.

Definition of Direct Purchase of Service (DPS): DPS is a procurement methodology for the purchase of services on client-by-client basis in lieu of annualized contracting, or a fixed sum basis. It is a procurement methodology, which provides flexibility in the purchasing of services for participants in the Title III Programs.

Eligibility to Apply: Service providers eligible to apply are private, non-profit, and local city-county governmental entities, which have the capacity to meet the requirements of service delivery under DPS procedures.

Debarred/Suspended Parties: Debarred or suspended parties are ineligible to apply for funding and are excluded from participation in this program.

Application Process: Interested parties may apply for consideration to participate in the contractor pool by completing and submitting the attached forms. All current contractors must reapply every two years. **Incomplete applications will be returned.** The term of this application is for the period **July 12, 2024 through September 30, 2027.**

Maintenance of Records: Contractors shall retain all financial records, supporting documents statistical records, and all other records relating to its performance for a period of 7 years. All records shall be kept in the contractor's possession and maintained indefinitely IF audit findings, other disputes, or litigation have not been resolved. The contractor shall give AAACB, the comptroller of the United States, and the State of Texas, through any authorized representatives, access to and right to examine all records, books, papers, contracts, or other documents related to the

purchase of services agreement. Such right of access shall continue as long as such records exist.

Confidentiality: Contractors shall have procedures in place to ensure no information about or obtained from a program participant is disclosed in a form that identifies the person without the informed consent of the person or his/her legal guardian.

Code of Conduct: The contractor will establish safeguards to prohibit employees from soliciting and/or accepting gratuities, favors, or anything of monetary value from participants.

Evaluation: AAACB will periodically evaluate contractor performance in accordance with requirements from the Texas Administrative Codes.

CRITERIA FOR ONGOING EVALUATION OF CONTRACTORS

The Contractor agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit billing with appropriate documentation including timesheets as required by the AAA by the close of business on the **5th calendar day** of each month following the last day of the month in which services were provided.
 - a. If the **5th** day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
 - b. If a holiday falls between the 1st and the 5th calendar day of the month the reports shall be delivered by the 6th calendar day of the month.
 - c. No reimbursement for services provided will be made if contractor payment invoices and supporting documentation are not correct and submitted to the AAA within the **30th calendar days** of the month following the month in which services were provided.
 - d. Any concerns regarding discrepancies between the invoiced services and payment must be made within **45 calendar days** after payment is mailed.
3. Notify the AAA within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s).
4. Ensure that all required insurance(s), certification(s), training(s), or license(s) do not lapse.

5. Provide the AAA, within 10 days of agency's receipt of copies of changes, updates, or renewals to board members, corporate officers, ownership, insurance, certificates, trainings, or licenses.
6. Maintain communication and correspondence concerning program participants' status.
7. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
8. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents shall be kept for a minimum of seven years after close of contractor's fiscal year.
9. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
10. The agreement may be terminated for cause or without cause upon the giving of 30 days advance written notice.
11. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
12. Contractor acknowledges it is an independent provider, NOT an agent of the AAA. Thus, the Contractor indemnifies and holds harmless the AAA against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAA if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
13. Employees of the Contractor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.



AREA AGENCY ON AGING/
AGING AND DISABILITY RESOURCE CENTER
DIRECT PURCHASE OF SERVICE CONTRACT
FISCAL YEAR 2024-2027

X NEW CONTRACT APPLICATION RENEWAL UPDATE

Please type or clearly print application information

Contractor Name/Legal Entity Outreach Health Community Care Services, LP	
DBA (if applicable) Outreach Home Care	
Physical Address: 4639 Corona Dr #37, Corpus Christi, TX 78411-5428	
Mailing Address: 251 Renner Parkway, Richardson, TX 75080	
Tax Identification Number (SSN or Federal ID): 742950392	Fax Number (including area code): (361) 852-2027
Type of Provider: <input type="checkbox"/> Governmental Agency <input type="checkbox"/> Private Non-Profit <input checked="" type="checkbox"/> Private For Profit <input type="checkbox"/> City Government <input type="checkbox"/> County Government <input type="checkbox"/> Other: _____	
Authorizing Official: Rebecca Williams	Title: Director of Compliance
Email Address: compliance@outreachhealth.com	Telephone: (214) 538-6689
Billing Contact Person and billing address: Tonya Spatola, 251 Renner Parkway, Richardson, TX 75080-1316	Title: Billing Supervisor
Email Address: billing.items@outreachhealth.com	Telephone: 469-421-2773
Number of Years Organization has been in business: 49 Years	Is Organization Bonded (Attach certificate of Bonding Insurance) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has anyone involved in the direct provision of client services been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, provide details:
Does Organization have liability insurance? (Attach certificate of all insurances) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attach a copy of ALL applicable State and Federal licenses and/or certifications for your business.
Does any person in your agency/business have a conflict of interest with AAA staff, advisory council or board member(s)? YES ___ NO <input checked="" type="checkbox"/>	
Attach a completed Conflict-of-Interest Form to Contract Document	

Service and Bidding Information. (Complete EACH section you are interested in placing a bid on).

1. Proposed Service: RESPITE - IN HOME
 A) Service Area: Liveoak, Bee, Refugio, San Patricio, Jim Wells, Nueces, Kleberg, Kenedy, Aransas
 B) Proposed AAACB cost per unit: \$ 18.00
 C) Standard cost per Unit: \$ 23.00 *
 *You must enter your "private pay" rate here

2. Proposed Service: RESPITE - IN HOME (Senior Companions)
 A) Service Area: _____
 B) Proposed AAACB cost per unit: \$ _____
 C) Standard cost per Unit: \$ _____ *
 *You must enter your "private pay" rate here

3. Proposed Service: RESPITE - Out of Home (Adult Day Services, etc.)
 A) Service Area: _____
 B) Proposed AAACB cost per unit: \$ _____
 C) Standard cost per Unit: \$ _____ *
 *You must enter your "private pay" rate here

4. Proposed Service: PERSONAL ASSISTANCE
 A) Service Area: Liveoak, Bee, Refugio, San Patricio, Jim Wells, Nueces, Kleberg, Kenedy, Aransas
 B) Proposed AAACB cost per unit: \$ 18.00
 C) Standard cost per Unit: \$ 23.00 *
 *You must enter your "private pay" rate here

5. Proposed Service: HEALTH MAINTENANCE ITEMS ~ Misc.
 (Such as Bathroom Safety Bars and Adaptive Aides)
 A) Service Area: _____
 B) Proposed AAACB cost per unit: \$ * Variable
 *To be negotiated for each job
 C) Standard cost per Unit: \$ * Variable
 *To be negotiated for each job

SERVICE DEFINITIONS CAN BE FOUND AT:

<https://www.hhs.texas.gov/laws-regulations/handbooks/aaa/appendices/appendix-ii-service-definitions-area-agencies-aging>



MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments
FROM: Viola Monrreal, Director of Area Agency on Aging
DATE: December 13, 2024
SUBJECT: Coastal Bend Center for Independent Living Contract FY25

Background: Contract with Coastal Bend Center for Independent Living for the Coastal Bend Aging and Disability Resource Center for the time period of September 1, 2024 – August 31, 2025, for the Housing Navigator Program in the amount of \$ 15, 000.

Summary: The contract is to provide Housing Navigator expertise and collaborative planning to increase integrated, accessible and affordable housing for people with disabilities in the eleven – county Coastal Bend Region resulting in various deliverables as described in the contract.

Financial Impact: The financial impact is that more input to future housing plans in the Coastal Bend Service area on brining more affordable, accessible integrated housing into the community can impact its service area financially. The financial impact is that more subsidized housing in the area will help address the housing needs to those most at risk of being unhoused.

Comprehensive Economic Development Strategy Goal or Objective:

GOAL 4: Support Community Well-Being; Objective 4.1: Quality of life programs and opportunities are made accessible to all Coastal Bend communities

Staff Recommendation: It's the staff's recommendation that the Contract with Coastal Bend Center for Independent Living for FY2 be accepted.

**COASTAL BEND COUNCIL OF GOVERNMENTS
RESOLUTION NO. 4103**

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A ONE YEAR CONTRACT WITH THE COASTAL BEND CENTER FOR INDEPENDENT LIVING TO PROVIDE SUPPORT SERVICES FOR THE HOUSING NAVIGATOR PROGRAM. THE PROGRAM UNDER THE COASTAL BEND AGING AND DISABILITY RESOURCE CENTER WHOSE PURPOSE IS TO IMPROVE ACCESS TO LONG TERM CARE SERVICES AND SUPPORT OPTIONS FOR OLDER PERSON AND PERSONS OF ALL AGES WITH DISABILITIES IN THE ELEVEN COUNTY COASTAL BEND REGION. THE ONE YEAR CONTRACT IN THE AMOUNT OF \$15,000 FOR THE PROJECT PERIOD OF SEPTEMBER 1, 2024 – AUGUST 31, 2025.

WHEREAS the vision of the Aging and Disability Resource Centers (ADRC) is to serve as a highly visible and trusted place where individuals can receive information on the full range of long-term services and support options with the goal of empowering individuals to make informed choices about long-term services and supports, and to streamline access to those services; and

WHEREAS the CBCIL assigned staff will provide Housing Navigator expertise and collaborative planning to increase integrated, accessible and affordable housing for people with disabilities in the eleven-county Coastal Bend Region resulting in the deliverables as described in the contract, and

WHEREAS the attached contract consists of project benchmarks in the delivery of information regarding integrated, accessible and affordable housing for people with disabilities of all ages in the Coastal Bend service area.; and

WHEREAS, after review at the Advisory Council on Aging’s monthly meeting on December 9, 2024, the Advisory Council recommended approval of the Coastal Bends Aging and Disability Resource Centers contract with Coastal Bend Center for Independent Living for Fiscal Years 2024-2025 and further recommended approval by the Coastal Bend Council of Governments.

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments concurs in the recommendation of its Advisory Council on Aging and therefore approves the Coastal Bend Aging and Disability Resource Centers contract with Coastal Bend Center for Independent Living for services for a Housing Navigator Area for Fiscal Year September 1, 2024 - August 31, 2025 delivery of information regarding integrated, accessible and affordable housing for people with disabilities of all ages in the Coastal Bend service area.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 13th day of December 2024.

**_____
The Honorable Judge David Kribs, Chairman**

ATTEST:

**_____
Emily Martinez, Executive Director**



CONTRACT FOR PROFESSIONAL SERVICES

Fiscal Year 2025

This contract for professional services made and entered into between the COASTAL BEND COUNCIL OF GOVERNMENTS – AREA AGENCY ON AGING / COASTAL BEND AGING AND DISABILITY CENTER (CBADRC), hereafter called CBADRC, and Coastal Bend Center for Independent Living (CBCIL), hereinafter referred to as CONTRACTOR for the purpose of providing one part time CBCIL Housing Navigator with the goal of improving local access to long term services and supports for older persons and persons with disabilities of any age through our locally designed “single entry point” and “multiple sites of entry” collaborative system with the effective date of September 1, 2024 through August 31, 2025, with annual renewal contingent upon receipt of continued grant funding.

Whereas, the State of Texas, acting through the Health and Human Services Commission (HHSC), has designated the Coastal Bend Council of Governments – Area Agency on Aging (AAA) as the designated Aging and Disability Resources Center; and whereas, the AAA is the designated agency to administer programs supporting persons sixty years of age and older under the Older Americans Act of 1965 and whereas, CBCIL (Contractor), is the local agency providing advocacy and support to persons with disabilities of all ages as the designated local Center for Independent Living; and

Now, therefore, the CBADRC and the Contractor hereby agree to the following Scope of Services:

I. SCOPE OF SERVICES

A. PROFESSIONAL SERVICES: Housing Navigator

Off-site staff assistance of one CBCIL staff member, as the ADRC Housing Navigator providing expertise and collaborative planning to increase integrated, accessible and affordable housing for people with disabilities in the eleven-county Coastal Bend Region resulting in the deliverables as described in Contract Attachments F.2.(a).

SERVICE AREA:

Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio Counties.

B. COMPENSATION FOR PROFESSIONAL SERVICES:

Contract for Professional Services for CBCIL's Off-Site ADRC Housing Navigator. For the contract period September 1, 2024 – August 31, 2025, Contractor will be reimbursed at the rate of \$50.00 per hour for Housing Navigator Services, no to exceed \$15,000.

II. TERMS OF THE AGREEMENT

A. THE CONTRACTOR AGREES TO AND UNDERSTANDS TO:

1. Submit monthly Contractor Invoice and detailed deliverables narrative for CBCIL's Housing Navigator as required by the CBADRC by the 5th day following the month of service, failure to comply may result in corrective action taking place.
2. The CBADRC cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery. No reimbursement for services provided will be made if Contractor payment invoices are not submitted to the CBADRC within the 45 days of service delivery, unless by written mutual agreement otherwise.
3. It is acknowledged that Contractor is an independent provider, NOT an agent of CBADRC. Thus, the Contractor indemnifies, saves and holds harmless CBADRC against expense or liability of any kind arising out of service delivery performed by the Contractor, and to immediately notify the CBADRC if the Contractor becomes involved in or is threatened with litigation related to individuals receiving services under this contract.

B. THE CBADRC AGREES TO:

1. Reimburse the Contractor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized as indicated in Section I. B. of this document within 45 days of receipt of invoice.
2. Reimburse the Contractor upon receipt of a properly prepared Contractor Invoice and other related documents as identified in Section II.A.1 contingent upon the CBADRC's receipt of funds authorized for this purpose from HHSC.

C. RECAPTURE OF PAYMENT

If an unresolved discrepancy arises between the CBADRC and the Contractor regarding the reimbursements requested by the Contractor, recapture of payment may be deemed necessary by the CBADRC. If necessary, the Contractor may be asked to repay funds to the CBADRC as the funding source. The Contractor will be asked to repay contracted funds: if units claimed for reimbursement are later found to be ineligible because of a lack of service provision, or if service delivery has been grossly misrepresented.

D. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties.

E. TERMINATION OF CONTRACT

This agreement may be terminated by either party for cause or without cause upon the giving of 30 days advance written notice.

F. ATTACHMENTS. The following attachments are herein made part of this contract:

Attachment 1. Job Description - Job description for CBCIL Housing Navigator

Attachment 2. (a) Deliverables and (b) Budget: CBCIL's Deliverables and CBCIL's Budget (including unit rate) for project period of September 1, 2024 - August 31, 2025.

Attachment 3. Certification Regarding Debarment

Attachment 4. Data Use Agreement Form

Attachment 5. Signed Lobbying Certification.

Attachment 6. Signed Prohibited Telecommunications and Video Services.

Attachment 7. Signed HHSC Required Certifications.

Attachment 8. Assurances

Attachment 9. W-9.

Attachment 10. Audit Certification Form

Attachment 11. Conflict of Interest Form.

Attachment 12. Summary of Insurance Coverage FY25

G. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective September 1, 2024 through August 31, 2025.

COASTAL BEND CENTER FOR INDEPENDENT LIVING



Authorized Contractor Signatory

Marisa Telue-Masur
Authorized Contractor Printed Name

Executive Director

Title of Authorized Contractor

12/06/2024
Date

**COASTAL BEND COUNCIL OF GOVERNMENTS
Area Agency on Aging / Coastal Bend
Aging & Disability Resource Center**

Authorized CBCOG - AAA / ADRC Signatory

Emily Martinez, MPA

Authorized CBCOG - AAA / ADRC Printed Name

Executive Director

Title of Authorized CBCOG - AAA / ADRC

Date

Job description for CBCIL Housing Navigator

Housing Navigator Description & Deliverables

Overview

The Coastal Bend Council of Governments Area Agency on Aging/Aging and Disability Resource Center is responsible for administering and coordinating the Texas Health and Human Services Commission Housing Navigator program in the eleven counties of the Coastal Bend region. The CBCOG AAA/ADRC contract with a local qualified individual or organization to fill the Housing Navigator position and work to increase affordable, accessible and integrated housing for individuals with disabilities and older adults within the Coastal Bend service region.

Benchmarks/Reporting Requirements

The Housing Navigator is responsible for the following activities, with items c, d, e, and f share responsibilities with the ADRC Housing Specialist.

- b. Advocate for necessary changes in housing policies, practices, and procedures that will help expand housing opportunities for older adults, persons with disabilities (including, but not limited to, person with disabilities transitioning from institutions, persons with intellectual and developmental disabilities transitioning from institutions, persons with intellectual and developmental disabilities, persons with behavioral health disabilities), and homeless individuals. This includes conducting outreach activities to state and local officials and policy makers to educate them on the challenges of ensuring affordable, accessible, and integrated housing for these vulnerable populations.
- c. Contribute to the development of affordable, accessible and integrated housing for individuals with disabilities by reviewing and providing written comment on local Consolidated Plans, Local Public Housing Authority administrative plans, Low Income Housing Tax Credit Program Applications, local Community Development Block Grants, and other complex housing policies and plans at the state and local levels.
- d. Initiate or participate in local coalitions consisting of community members who will work toward increasing affordable, accessible and integrated housing.
- e. Provide support to ADRC Local Contract Agency staff, Managed Care Organizations (MCO) Relocation Contractors/Specialists, Local Mental Health Authorities, Local Behavioral Health Authorities, local intellectual and Developmental Disability Authorities, and Local Homeless groups.

g. Develop and maintain working relationships with housing developers, and landlord associations, property managers, and other housing providers to address local needs for accessible, affordable and integrated housing.

i. Provide verbal and written testimony during state, city and county hearings and meetings regarding the housing needs of people with disabilities and older adults.

Experience, Knowledge and Skills:

The Housing Navigator Contractor will be experienced in working directly with affordable, accessible and integrated housing issues, at administrative and program levels; will possess knowledge and experience within the housing industry; will be familiar with public programs and funding of affordable housing; and knowledgeable of policies, status and laws which govern the provision of housing for lower income populations. The Housing Navigator Contractor will be familiar with and engaged in planning, review and public input process in the development of affordable housing; be engaged with related housing alliances or possess the skills necessary to establish housing coalitions; and be connected with networks of affordable housing developers, managers, public and private funders, and advocates.

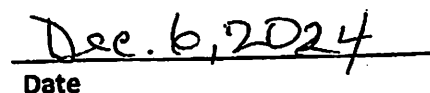
Collaboration:

- Facilitate citizen and community group engagement for very low and extremely low- income populations in stakeholder formation
- Utilize data-driven disabilities and older adults
- Understand and promote affordable, accessible and integrated housing within the nexus of community health and wellbeing, transportation, and economic development
- Design and delivery of education, information and outreach to define and develop housing that is affordable, accessible and available for all citizens
- Inform public policy about affordable, accessible and integrated housing in the public arena and political jurisdictions of the Coastal Bend
- Participate in program, code and policy development and/or modifications that promote, preserve and produce affordable and accessible housing options
- Engage in stakeholder action to establish community and regional comprehensive affordable housing planning and set achievable affordable housing goals
- Establish Comprehensive Affordable Housing Plans that address resilience against storm – related risks in the Coastal Bend
- Build/strengthen relationships with state and local administrators of the Housing Navigator initiative and other related public agencies

Certificates and Licenses Required: None



Housing Navigator Contractor Signature



Date

**Coastal Bend Center for Independent Living, Contractor
Housing Navigator Budget – FY25
September 1, 2024 – August 31, 2025**

FY25 ANNUAL BUDGET

# Hours	Unit Rate
300	\$50.00

Unit Rate will be multiplied by hours worked by Housing Navigator; unit rate amount covers the following expenses which include, but are not limited to: Salary and fringe benefits related to Housing Navigator position, indirect cost rate, direct and shared expenses such as office supplies, office expenses, printing and reproduction, insurance, computer/IT, telephone and utilities, etc.

Total	\$15,000.00
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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Texas Department of Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers. In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

- 1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in 02 CFR Part 180.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services, as applicable.
Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? [] YES [X] NO MUST check off "Yes" or "No"
5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and the Texas Department of Aging and Disability Services may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

- [X] The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
[] The potential contractor/grantee is unable to certify one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE: Coastal Bend Center for Independent Living

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO.: 74-2878070

[Signature] Signature of Authorized Representative

Manisa Telge-Masur Printed/Typed Name of Authorized Representative

12/06/2024 Date

Executive Director Title of Authorized Representative

THIS CERTIFICATION IS FOR FY 2025. PERIOD BEGINNING October 1, 2024 and ENDING September 30, 2025.

1. By signing and submitting this proposal, the prospective contractor/grantee is providing the certification set out below.
2. The inability of a contractor/grantee to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor/grantee shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor/grantee to furnish a certification or an explanation shall disqualify such contractor/grantee from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter this transaction. If it is later determined that the prospective contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective contractor/grantee shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor/grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contractor/grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective contractor/grantee further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Data Use Agreement Form
Subcontractor Agreement Form**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR. CONTRACTOR has subcontracted with Coastal Bend Center for Independent Living (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable.
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible.
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR (CBCOG)

SIGN: _____

NAME: EMILY MARTINEZ, MPA

TITLE: EXECUTIVE DIRECTOR

DATE _____

SUBCONTRACTOR

SIGN:  _____

NAME: COASTAL BEND CENTER FOR INDEPENDENT Living

TITLE: Executive Director

DATE: December 6, 2024

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: 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.

As a recipient of a federal grant exceeding \$100,000, CBCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with CBCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

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

The undersigned certifies to the best of his or her 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 any federal 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 a material representation of fact upon 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, US 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.


Signature

Executive Director
Title

Coastal Bend Center for Independent Living
Agency

12/10/2024
Date

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this RFP or any resulting Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Respondent hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Marisa Telge-Masur

NAME OF COMPANY:

Coastal Bend Center for Independent Living

DATE:

12/06/2024

-OR-

The Respondent hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

TEXAS HEALTH AND HUMAN SERVICE COMMISSION REQUIRED CERTIFICATIONS

Coastal Bend Council of Governments (CBCOG), in its capacity as the Area Agency on Aging, receives funding through Texas Health and Human Services Commission (HHSC) to carryout various programs under the federal Older Americans Act. CBCOG's grant agreement with HHSC requires any subcontractors receiving funding under such agreement to certify to the following provisions below. "Subcontractor" herein means the contracting party with CBCOG to provide goods or perform services, whether referred to as "consultant", "contractor", "subcontractor", "vendor" or other similar term in the Contract above.

1. Subcontractor is in good standing with all state and federal funding and regulatory agencies;
2. Subcontractor is not currently debarred, suspended or otherwise excluded from participating in federal grants;
3. Subcontractor is not delinquent on any repayment agreements related to HHSC funding programs or any federal grant programs;
4. Subcontractor has not had a required license or certification revoked that is necessary to provide the goods or perform services under the above Contract; and
5. Subcontractor is not ineligible to provide goods or services as described in the Contract above;
6. Subcontractor has not had a contract terminated by HHSC; and
7. Subcontractor has not voluntarily surrendered, within the past three years, any license issued by HHSC.

I certify the entity identified below meets the above requirements.

Signature 

Executive Director
Title

Coastal Bend Center for Independent Living
Agency

12/06/2024
Date

ASSURANCES

The Contractor shall comply with:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et.seq.)
- b. 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- c. Americans with Disabilities Act of 1990 (42 U.S.C. 512101 et.seq.)
- d. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- e. Title of the Amendments of 1972 (20 U.S.C. §§1681-1688)
- f. Food Act of 1977 (7 U.S.C. §200 et. seq.)
- g. Drug Free Workplace Act of 1988
- h. Texas Senate Bill I - 1991, as applicable
- i. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract
- j. Certification Regarding Debarment — (45CFR §92.35) Subawards to debarred and suspended parties; this document is required annually as long as this Contract is in effect.



Signature

Executive Director

Title

Coastal Bend Center for

Agency

Independent Living

Date

12/06/2024

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is registered on this line; do not leave this line blank.
Coastal Bend Center for Independent Living

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on the 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, F-Partnership) ▶ _____

C Corporation

S Corporation

Partnership

Trust/estate

Other (see instructions) ▶ 501(c)(3) nonprofit corporation

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts established under an U.S.)

5 Address number, street, and apt. or suite no. | Box instructions.
PO Box 331660

6 City, state, and ZIP code.
Corpus Christi, TX 78463

7 List account number(s) (if any) (optional)

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

74	-	28	780	70
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person ▶ [Signature] | Date ▶ 12/06/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

**COASTAL BEND COUNCIL OF GOVERNMENTS
AUDIT CERTIFICATION FORM FOR NON-PROFIT AGENCIES**

Coastal Bend Center for Independent Living
Grant Recipient

FY2023
Fiscal Year Ending

Please check one of the boxes below and follow instructions accordingly.

We have exceeded the federal or state expenditure threshold of \$750,000.00. We have or will contract with the CPA Firm of Adamson & Company to complete our Single Audit or Program Specific Audit. We will submit the audit report within nine (9) months after the end of the audited fiscal year.

Complete one of the following:

- a) We completed the audit on: _____
- b) We anticipate completion of the audit by: September 25, 2025

We did not exceed the \$750,000.00 federal or state expenditure threshold required for a Single Audit or a Program Specific Audit to be performed this fiscal year.

[Signature]
Signature

12/06/2024
Date

Marisa Telge-Masur
Printed Name

Executive Director
Title

Please return form to: Attn: Accountant
Coastal Bend Council of Governments
P.O. Box 9909
Corpus Christi, TX 78469

File: CBCOG-AuditCertForm.doc

Please address any questions and/or comments to: accountant@fin.cbco98.org

NOTIFICATION OF CONFLICT-OF-INTEREST STATEMENT

I, Manisa Tedge-Maxon, have read the Texas Administrative Code 40 TAC, Rule § 83.201 and hereby notify the Director of the Area Agency on Aging of the Coastal Bend / Aging and Disability Resource Center of a conflict of interest I hold. That conflict of interest is as follows:

N/A

My association with the Area Agency on Aging of the Coastal Bend / Aging and Disability Resource Center is as follows:

- Employee
- Contractor
- Volunteer working within the program
- Advisory Council Member
- Governing Board Member
- Other _____

In that capacity, I agree to not participate in any decision(s) relating to:

- the contract or procurement of services of goods in which I have a direct or indirect substantial personal interest
- or
- have a substantial financial interest, directly or indirectly, in the contract or procurement of services or goods or the proceeds thereof.

If the above section is not applicable, please check off this box and continue to complete and sign this statement.

Alternatively, I, Manisa Tedge-Maxon, have read the Texas Administrative Code 40 TAC, Rule § 83.201 and hereby certify that I do not have a financial or other substantial interest in any entity that may be considered for a procurement award from Title III funds or from another AAA/ADRC funding source. If, at a later time, circumstances change and there is, or appears to be, a conflict of interest as described above, I further agree to advise the Director of the Area Agency on Aging of the Coastal Bend / Aging and Disability Resource Center immediately, declaring what is, or appears to be, a conflict of interest.

Manisa Tedge-Maxon
Printed Name

[Signature]
Signature

Coastal Bend Center for Independent Living
Agency Name

12/06/2024
Date

**SUMMARY OF INSURANCE COVERAGE
UPDATE FOR FISCAL YEAR 2025**

Detail your Professional Liability Insurance Coverage as indicated:

Name and Address of Carrier:

State Farm Insurance

Dates of Coverage:

From:

To:

01/2024 01/2025

Description of Insurance Coverage and Limits of Liability:

General liability \$2,000,000

DO NOT ATTACH POLICIES



Coastal Bend Center for Independent Living

New: <input checked="" type="checkbox"/>	Revised: <input type="checkbox"/>	Date: <u>11/2024</u>
Job Title:	<u>Housing Navigator</u>	
Reports To:	<u>Executive Director</u>	
Exempt: <input type="checkbox"/>	Non-Exempt: <input checked="" type="checkbox"/>	Part-time: <u>Average 10 hours</u> Temp: <input checked="" type="checkbox"/>

Purpose: The Housing Navigator (HN) is responsible for carrying out the CBCIL Contract with the Area Agency on Aging/Aging and Disability Resource Center (AAA/ADRC) of the Coastal Bend for the Coastal Bend Housing Navigator Program. The following Benchmarks are Contract requirements:

- b: advocate for changes in housing policies, practices and procedures to help expand housing opportunities and support the Promoting Independence Initiative with the Money Follows the Person program.
- c: contribute to the development of affordable, accessible and integrated housing planning for individuals with disabilities by reviewing and responding to housing policies/plans at the local level such as HUD Consolidated Plans, Housing Authority Plans, Community Development Block Grants, Low Income Housing Tax Credit Programs, ending homelessness plans and others.
- d: identify and participate in local coalitions of consumers and community members working to expand access to affordable, accessible and integrated housing and prevent homelessness.
- e: work with housing developers to increase the community's accessible, affordable and integrated rental housing and home-ownership.
- g. develop and maintain working relationships with housing developers, landlord associations, property managers, and other housing providers to address local needs and solutions for accessible, affordable and integrated housing.
- h. provide the number of public housing authority plans that were reviewed or for which you submitted public comment for the reporting period.
- i. provide verbal and written testimony at State, city, county and regional hearings and meetings regarding the housing needs of people with disabilities and older adults.

Essential Functions and Responsibilities:

	1.	Work with property owners, housing developers, housing finance and funding sources, government housing programs, affordable housing and real estate associations in promoting the expansion and availability of housing that is affordable to low-income households.
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	2.	Identify and participate in local coalitions of consumers and representatives of community organizations and the private sector working to increase the availability of affordable, accessible and integrated housing.
	3.	Collaborate with area Relocation Specialists and Options Counselors to increase the availability of accessible and integrated housing that is affordable for individuals relocating from an institutional setting under the HHSC Promoting Independence Initiative, Money Follows the Person, STAR-Plus Managed Care Organizations and TDHCA HUD-811 Program.
	4.	Carry out activities determined necessary and appropriate at the local level to meet the Benchmark activities established by the Housing Navigator contract.
	5.	Make presentations to government, public and private organizations, consumers and the public about housing issues related to the Housing Navigator Program goals and objectives.
	6.	Provide education and assistance on overcoming barriers faced by individuals with disabilities of all ages and older adults in accessing housing; encourage input and information from individuals with lived experience of barriers and solutions related to housing.
	7.	Attend meetings, conferences, workshops, and other training programs related to the ADRC Housing Navigator goals and objectives.
	8.	Other related duties as assigned to further the objectives of the CBCIL HN Contract.

Qualifications:

- Graduation from accredited 4-year college with appropriate coursework preferred and a minimum of four years of experience in housing, community services, advocacy, public policy, resource development, and working with people with disabilities of all ages, or any equivalent combination of experience and training that provides the required knowledge, skills and abilities;
- Highly effective oral and written communication;
- Proficient organizational skills;
- Ability to read, understand and analyze housing program standards, legislation on housing programs and regulatory requirements of various funding streams related to affordable, accessible and integrated housing; and
- High level of community engagement with stakeholders and collaborators including individuals with lived experience in the development of affordable, accessible and integrated rental housing and supportive services providing housing for extremely low income populations.

Physical Requirements:

- Ability to lift 5 pounds.
- Repeated use of sight to read documents and computer screens.
- Repeated use of hearing and speech to communicate on telephone, in person, online.
- Walking, bending, sitting, reaching and stretching in all directions.
- Repetitive hand movements for keyboarding, writing, operating calculator, computer.

Employee Signature: 

Date: 12/06/2024



COASTAL BEND
COUNCIL OF GOVERNMENTS

MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments
FROM: Mary Z. Afuso, Director of Planning and Economic Development
DATE: December 13, 2024
SUBJECT: Approval to submit MIT Application to GLO

Background: On January 27, 2023, this Board passed Resolution No. 4040 – a resolution authorizing the the Executive Director to Submit an application to the Texas General Land Office (GLO) in the amount of \$4,488,700 for a regional nature based mitigation project. On October 23, 2024 the project submitted to the GLO in January 2023 was rejected by the GLO as being too narrow in scope. CBCOG was given the choice to reject the funding or to submit an alternate proposal.

Summary: The new application to the GLO contains 4 elements:

1. an Affordable Housing Study,
2. a hyper-local Compound Flooding Model,
3. SAFE ROADS (**S**ituational **A**wareness of **F**looding **E**vents) a Hyper-Local situational awareness tool
4. Cost-Overrun assistance program for communities who find their MIT projects are over budget.

CBCOG issued an RFQ for services to assist with the Affordable Housing Study, the Compound Flooding Model, and the Situational Awareness Tool. There were no responses to the Affordable Housing Study, so it will be conducted in-house at CBCOG. CBCOG will work with Stantec, Inc on the Compound Flood Model and The Water Institute on SAFE ROADS.

The application is due to GLO on January 3, 2025. It is posted for Public Comment from 12/13/2024-12/26/2024.



COASTAL BEND
COUNCIL OF GOVERNMENTS

Financial Impact: \$4,488,700.00

Comprehensive Economic Development Strategy Goal or Objective:

GOAL 4: Support Community Well-Being, Objective 4.3: Local to regional projects are advanced to mitigate disaster risk, Strategic Actions: 4.3.1: Coordinate GIS dataset integration across Coastal Bend communities and provide training on applications and use for resilience planning.

Staff Recommendation: It's the staff's recommendation that the Board of Directors approve the application to the GLO

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4104

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT AN APPLICATION TO THE GENERAL LAND OFFICE (GLO) IN THE AMOUNT OF \$4,488,700.00 FOR A REGIONAL RESILIENCE PROJECT

WHEREAS, CBCOG submitted an initial application to the GLO for a Regional Nature Based Mitigation Project as approved by this body on January 27, 2023; and

WHEREAS the GLO rejected the project on October 23, 2024, because the proposed project scope was too narrow; and

WHEREAS GLO is willing to consider a different project using these funds; and

WHEREAS CBCOG developed an alternate project that expends the funds and serves the community; and

WHEREAS the proposed project meets CEDS GOAL 4: Support Community Well-Being, Objective 4.3: Local to regional projects are advanced to mitigate disaster risk, Strategic Actions: 4.3.1: Coordinate GIS dataset integration across Coastal Bend communities and provide training on applications and use for resilience planning, adopted by this Board in October of 2021;

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments directs staff to proceed with the application to GLO.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 13th day of December, 2024.

Judge David Krebs, Chair

ATTEST:

Emily Martinez, Executive Director



COASTAL BEND
COUNCIL OF GOVERNMENTS

MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments
FROM: Mary Z. Afuso, Director of Planning and Economic Development
DATE: December 13, 2024
SUBJECT: Members of the 2025 Criminal Justice Advisory Committee (CJAC)

Background: Coastal Bend Council of Governments is contracted with the Office of the Governor to administer Criminal Justice training and grant funds

Summary: The CJAC is in need of a refresh to ensure that all 11 Counties have representation when it comes to grant allocation. CBCOG has identified 29 individuals to serve on the committee. Some names are redacted because we are waiting on final agreement to serve. However the County and Discipline will stay the same if we have to select another member.

Financial Impact: OOG allocated \$180,000 to CBCOG for training for fiscal years 24 and 25. The FY 2025 funding available for other grants has not yet been released.

Comprehensive Economic Development Strategy Goal or Objective:

GOAL 4: Support Community Well-Being; Objective 4.2: Capacity is built across local agencies and businesses to prevent, prepare for, respond to and recover from disaster events

Staff Recommendation: It's the staff's recommendation that the committee membership be approved.

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4105

A RESOLUTION APPROVING THE MEMBERSHIP OF COASTAL BEND COUNCIL OF GOVERNMENTS (CBCOG) CRIMINAL JUSTICE ADVISORY COMMITTEE

WHEREAS, CBCOG has contracts with the Office of the Governor (OOG) to administer funding for Law Enforcement Initiatives; and

WHEREAS the Contract with the OOG states that the "COG shall establish and maintain a Criminal Justice Advisory Committee (CJAC) that consists of participants who are knowledgeable about criminal justice related issues relevant to the COG region..." and "COG shall ensure that the CJAC has a multidisciplinary representation of members from the COG region.."; and

WHEREAS CBCOG has a responsibility to provide services to all 11 (eleven) counties of the Coastal Bend; and

WHEREAS a robust CJAC directly supports CEDS Goal 4: Support Community Well Being; and

WHEREAS the proposed committee membership represents members from all disciplines required by OOG and has representation from all 11 (eleven) counties (attached);

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments appoints the CJAC Committee as recommended.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 13th day of December, 2024

Judge David Krebs, Chair

ATTEST:

Emily Martinez, Executive Director

2025 PPC MEMBERSHIP

MEMBERS	GROUP/DISCIPLINE	AGENCY	ARANSAS	BEE	BROOKS	DUVAL	JIM WELLS	KENEDY
Pat Eldridge, Chair	Law Enforcement	City of Corpus Christi PD						
David Towler, Vice-Chair	Other	Citizen Jim Wells County					X	
Kellie Addison	*Victim Services	The Purple Door						
Carlos Garcia	Courts	79th Judicial Court - District Attorney (Brooks & Jim Wells Counties)					X	
John Hornsby	Education	Del Mar College						
Tim Jayroe	Other	City of Rockport Mayor	X					
Bill Mills	Law Enforcement	Aransas County Sheriff's Office (Sheriff)	X					
Judge Raquel de los Santos	Courts	City of Freer				X		
Milton Rivera	Law Enforcement	Nueces County Sheriff's Office (Captain)						
Linda Ramos-Perez	Mental Health	Coastal Plains						
Wanda Saenz	Juvenile Justice	Juvenile Services				X		
John Hubert	Courts	105th Judicial Court - District Attorney (Kleberg & Kenedy Counties)						
Ruben Ramirez	Other	City of Falfurrias Fire Chief			X			
Jack Wright	Other	City of Orange Grove City Administrator					X	
Chief Kevin Behr	Law Enforcement	City of Beeville PD		X				
Mary Alice Longoria	Juvenile Justice	Brooks County - Chief Officer of Juvenile Probation			X			
Retired Judge Huff	Other	Live Oak County						
Chief David Perkins	Law Enforcement	City of George West PD						
Captain Eddie Cruz	Law Enforcement	Kenedy County Sheriff's Office						X
Raquel V. Garcia	Courts	Kenedy County PD						X
Danny Lorberau	other	Task Force Commander						
Chief John Blair	Law Enforcement	City of Kingsville PD						
Simon Rodriguez	Courts	Brooks County Attorney						
Chief Enrique Del	Law Enforcement	City of Baldoquin PD						
Mark Jackson	Mental Health	Aboriginal Treatment Center (AFO) Talk						
Chief Martin Molina	Law Enforcement	City of Ingleside PD						
Jenise Ramirez	Education	Kingstons Lynn High School Counselor		X				
Jarod Bleibdrey	Education	Coastal Bend College		X				
Richard Flores	Other	TEEX - State Training Rep - REGIONAL						
TOTAL IN EACH COUNTY			2	3	2	2	3	2
TOTAL MEMBERS			29	Includes 1 regional member				



COASTAL BEND
COUNCIL OF GOVERNMENTS

MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments
FROM: RJ Thomas, Homeland Security Director
DATE: December 05, 2024
SUBJECT: Resolution Adopting Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR)
ATTACHMENT: Table of Contents for THIRA and SPR

Background: FY 2024 Homeland Security Grant Program (HSGP) requires that CBCOG submit an SPR and THIRA to Homeland Security Grants Division, Office of the Governor. The two documents are for official use only. Please contact RJ Thomas should access be desired.

Summary: The THIRA follows a three-step process, as described in Comprehensive Preparedness Guide 201, Third Edition:

The THIRA is a three-step risk assessment that helps answer the following questions:

1. What threats and hazards can affect our community?
2. If they occur, what impact would those threats and hazards have on our community?
3. Based on those impacts, what capabilities should our community have?

The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

The SPR is an annual self-assessment of a community's capability levels based on the capability targets identified in the THIRA. It helps answer the questions:

What are our current capability levels and how have our capabilities changed over the last year?

What gaps exist between the capabilities we want to achieve and the capabilities we currently have?



COASTAL BEND
COUNCIL OF GOVERNMENTS

The SPR follows a two-step process:

Assess Capabilities. Based on the language from the capability targets set in the THIRA, identify the community's current capability and describe any significant capability changes over the last year.

Describe Capability Gaps: Determine the causes of the capability gap between the capability target and the current capability identified in SPR Step 1, addressing each of the POETE elements (Planning, Organization, Equipment, Training, and Exercises).

2024 Priorities include top three core capabilities to sustain:

- 1.Planning
- 2.Operational Coordination
- 3.Operational Communication

Additionally, there are the top three core capabilities to build in the coming year:

- 1.Cybersecurity
- 2.Threat and Hazards Identification
- 3.Housing

Financial Impact: The THIRA and SPR are used to justify and grade State Homeland Security Grant applications.

Staff Recommendation: It's the staff's recommendation that the Documents be adopted submitted to Homeland Security Grants Division, Office of the Governor.

COASTAL BEND COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4106

A RESOLUTION DETERMINING SIGNATORY AUTHORITY FOR COASTAL BEND COUNCIL OF GOVERNMENTS (CBCOG) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT)

WHEREAS, CBCOG and TXDOT entered into an agreement for CBCOG to serve as the lead agency for TXDOT as approved by this body on May 20, 2022; and

WHEREAS the partnership described herein aligns directly with the CEDS Goal 2: Strengthen Resilient Infrastructure Investments and Objective 2.3 Transportation connectivity and mobility are enhanced, adopted by this Board during the October 2021 meeting; and

WHEREAS in accordance with 2 CFR 200.400© and FTA C 5010.1E, Ch II. Roles and Responsibilities of the Management Award, grantees are required to have the technical and managerial capacity to manage the grant; and

WHEREAS CBCOG is under the direction and supervision of an Interim Executive Director until a full-time Executive Director can be hired; and

WHEREAS TXDOT requires current documentation of signature authority (attached);

NOW, THEREFORE, BE IT RESOLVED, that the Coastal Bend Council of Governments adopts the attached documentation of signature authority to be compliant with the standards set forth by TXDOT.

Duly adopted at a meeting of the Coastal Bend Council of Governments this 27th day of September 2024

Judge David Krebs, Chair

ATTEST:

Emily Martinez, Executive Director

2024 CBCOG THIRA TOC

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THIRA Overview.....	Error! Bookmark not defined.
Threat/Hazards Context and Impacts	Error! Bookmark not defined.
Capability Targets.....	Error! Bookmark not defined.
Planning	Error! Bookmark not defined.
Public Information and Warning	Error! Bookmark not defined.
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2024 CBCOG SPR TOC

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MEMORANDUM

TO: Board Members of the Coastal Bend Council of Governments

FROM: Viola Monrreal, Director of Area Agency on Aging

DATE: December 13, 2024

SUBJECT: Texas SMP/Senior Medicare Patrol MOU

Background: The Coastal Bend Council of Governments will go into its third year of partnership with a MOU with the Texas Senior Medicare Patrol Program through the Area Agency on Aging of the Coastal Bend/ADRC.

Summary: The AAACB/ADRC trained staff will aid with individual interactions with Medicare Beneficiaries about Medicare/Medicaid fraud, waste and abuse. The agreement with Texas SMP is to conduct 5 presentations a month and 10 individual interactions to Medicare beneficiaries about the SMP program and spread the message to protect, detect and report Medicare/Medicaid fraud and abuse. In return the AAACB will receive a \$10,000 stipend to assist cover costs associated with the implementation of the program.

Financial Impact: There are significant impacts locally, Statewide and nationally with various Medicare/Medicaid scams that are discovered annually. Scams can have millions of dollars in unnecessary billing that eventually is passed on to the consumer in various capacities.

Comprehensive Economic Development Strategy Goal or Objective:

GOAL 4: Support Community Well-Being; Objective 4.1: Quality of life programs and opportunities are made accessible to all Coastal Bend communities

Staff Recommendation: It's the staff's recommendation that the MOU with Texas Senior Medicare Patrol be accepted.

Agreement of

Scope of Work for

**The Texas SMP/Senior Medicare Patrol
&
Area Agency on Aging of the Coastal Bend**

Goal: To assist the Texas SMP (TXSMP) in outreach education and individual interaction to Medicare beneficiaries about Medicare/Medicaid fraud, waste, and abuse.

The Texas SMP will:

- 1) Provide a stipend of \$10,000 to cover staff time to coordinate presentations.
- 2) Develop and provide appropriate handouts and materials for TXSMP Team Members.
- 3) Conduct trainings for TXSMP Team Members and key staff on health care fraud and how to report it.
- 4) Designate a staff person for key personnel and TXSMP Team Members to call for assistance.

The Area Agency on Aging of the Coastal Bend will:

- 1) Do a minimum of 5 presentations (not counting individual contacts) a month to Medicare beneficiaries about the SMP and the SMP message of Protect, Detect and Report Medicare fraud and abuse.
- 2) Do a minimum of 10 individual interactions a month concerning SMP (calls, walk-ins, health fair contacts).
Example: when discussing Medicare Summary Notices with a beneficiary, offer a SMP Health Care Journal and talk a little about SMP.
- 3) Make sure SMP materials are available at all fairs and other venues where your agency is represented.
- 4) Provide monthly reports to the SMP as to all programming efforts related to SMP outreach. Reports are due to SMP by the 10th of each month via email.
- 5) Represent SMP at networking and other community events with the end goal of increasing the awareness of the SMP and the issue of Medicare fraud and abuse across your service area.
- 6) All partner staff and volunteers who take part in SMP duties will be subject to the application process and forms which will include but not be limited to:
 1. Volunteer application
 2. Conflict of Interest
 3. Driver's License and Insurance declaration
- 7) Inform the BBB Education Foundation of what background check system they use.

This Agreement shall begin December 1, 2024 and may be renewed within one year contingent on the agreement of the two parties and available funding.

This Agreement may be terminated by either party by giving thirty (30) days written notice of termination to the other party.

Nothing in this agreement shall be construed as creating any personal liability on the part of any officer or agent of either agency which may be a party hereto.

Your agency will hold harmless the BBB Education Foundation Texas SMP's officers, agents, and employees from any liability or loss resulting from judgments or claims against them arising out of activities provided in this MOU.

AAA Coastal Bend

BBB Education Foundation



Emily Martinez, Executive Director

Jennifer Salazar, Executive Director

Date 12/2/2024

Date _____



Coastal Bend Council Of Governments

Annual Budget Calendar Year 2025

**Coastal Bend Council of Governments
2910 Leopard Street
Corpus Christi, Texas 78408
(361) 883-5743
www.coastalbendcog.org**

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Established in 1966

CERTIFICATE

The undersigned hereby certifies that:

1. He is duly appointed, qualified, and Chairman of the Coastal Bend Council of Governments.
2. The 2025 Annual Budget and dues structure for the Coastal Bend Council of Governments, attached hereto, were duly adopted by a majority of the voting representatives present at a meeting of the Coastal Bend Council of Governments on December 13, 2024.
3. Said adoption is duly reflected in the official Minutes of the proceeding of the aforementioned meeting.
4. Said Budget and dues structures are effective as of January 1, 2025.

Witness my hand on this 13th day of December, 2024

**Chairman, The Honorable Judge David Krebs, San Patricio County
Coastal Bend Council of Governments**

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Foreword

The Coastal Bend Council of Governments' Annual Budget for Calendar Year Ending December 31, 2025, has been prepared to provide the Council's management with a financial management tool that will help control and monitor costs for compliance with OMB's Uniform Grant Guidance. The general and special revenue funds' 2025 budgets were prepared in accordance with generally accepted accounting principles (GAAP).

The Schedule of Operating Revenues and Expenditures and Changes in Fund Balance, located on page 1, summarize the projected revenues and expenditures necessary to operate the Council's General and Special Revenue Funds. The General Fund accounts for the revenues and expenditures of all programs supported with federal, state, and/or local funds. The Special Revenue Fund accounts for the revenues and expenditures of the Council's 9-1-1 program supported with 9-1-1 service fees and CSEC 9-1-1 Equalization Surcharge. This schedule includes all salaries, benefits, indirect costs, and other direct costs of operating the Council, as well as, an estimation of the General Fund's 2025 year-end fund balance.

The Council's proposed 10-year dues structure is based on the 2020 Census at a rate of \$0.12 per capita beginning in FY2022 and increases by \$0.02 every other year through FY2030. This will generate \$1,737,608 of membership dues over a ten-year period which will allow the Council to support their Economic Development District with staff support and apply for other grant programs to address the needs of the Coastal Bend Region.

The Schedule of Expenditures and Revenues for the General Fund and Special Revenue Fund, located on pages 2 through 7 and page 55 provide detailed financial information of the operating expenditures necessary to administer the Council's programs in the cost-effective manner, as well as, the types of revenues supporting these costs. The pass-through expenditures are for the grants in which the Council serves as fiscal agent with administrative responsibility but where expenditures are made by, or directly for, participating local governments, nonprofit organizations, and the citizens of the Coastal Bend Region. These pass-through expenditures are supported with federal, state and/or local funds.

Salaries include a 4% cost of living adjustment for the Council's employees, beginning January 1, 2025, and up to a 3% merit increase for employees which meets or exceeds performance evaluations, beginning July 1, 2025. The Council pays 100% of the employees' health insurance premiums and \$1,440, annually, for dependent coverage. The Council's FY2025 health insurance premiums decreased by 9%. The paid time off includes three additional holidays MLK Day, Veterans Day, and Juneteenth as a paid holiday.

The Council's operating expenditures include an increase of office space per square foot of approximately \$2, beginning July 1, 2025. Currently, the Council occupies 12,500 square feet at \$0.58 per square foot. The Council's lease agreement ends June 30, 2025 and will not be renewed. The Council is estimating to pay \$195,500 in office space, \$19,000 in moving expenditures, and \$18,645 in Cyber Security equipment relocation costs.

The Council's operating expenditures include a full year of Cyber Security Network standard security and cloud storage backup IT services of \$85,500, Artic Wolf 24/7 cyber security protection of \$20,600, and MIP Fund Accounting cloud maintenance of \$6,600. The Council's

operating expenditures include a one-time Microsoft 365 migration costs of approximately \$32,000.

The Schedule of Indirect Costs and Indirect Cost Rate, located on page 80, details the administrative and finance personnel costs as well as other costs associated with the operations of the finance and administrative department. The indirect costs benefit all grant programs. These costs are expected to be fifty-nine percent recovered in year 2025 utilizing an indirect cost rate of 24.29% and a budgetary personnel costs base of \$1,754,816 which consist of direct chargeable salaries and paid time off. This generates approximately \$426,245 indirect costs recovery.

The Council has been authorized to allocate indirect costs using a fixed rate with carryforward which would allow the Council to carryforward any under/over recovery of indirect costs to the following year. Therefore, the Council would not settle the differences between the actual indirect costs rate and the approved indirect costs rate with the grantor agencies until the subsequent year.

The Schedule of Central Service Cost Allocation Plan (CSCAP), located on page 82, fairly distributes to the grants which benefit from administrative and finance personnel costs associated with the processing of accounts payable, accounts receivable, payroll processing, management advisory services, and other costs associated with these central services using allocation bases such as number of employees, number of accounts payable invoices processed and direct hours.

The Coastal Bend Council of Governments has the following departments which are responsible for improving the health, safety, disaster recovery, and general welfare of the Coastal Bend residents; and the planning of economic development and solid waste projects for the Coastal Bend area:

Area Agency on Aging (AAA) & the Aging & Disability Resource Center (ADRC) Department:

The Area Agency on Aging is responsible for planning and coordinating human services, information, and benefits counseling for the elderly citizens of the Coastal Bend region. The employees assigned to the AAA/ADRC Grants are the Director of Area Agency on Aging, Assistant Director, Caregiver Program Specialist, Operations Manager, Managing Ombudsman Coordinator, Options Counselor/IR&A Specialist, Benefits Counselor, Staff Ombudsman/ Evidence Based Intervention Specialist, Care Coordinator of AAA, Care Coordinator of AAA/ADRC, Information Referral & Assistant Specialist, Administrative Assistant, two Data Management Assistants (part-time), and Caregiver Support (part-time).

Environmental and Planning Department:

The Environmental and Planning department is responsible for conducting all urban/regional planning, economic development activities, disaster recovery efforts, criminal justice planning, environmental water quality management planning, solid waste management and homeland security planning. The employees assigned to the Environmental and Planning Grants are the Director of Economic Development, Director of Homeland Security, Criminal Justice Liaison, Environmental Planning Program Manager, TAMUCC Clean Coast Liaison, and a Homeland Security Planner.

9-1-1 Department:

The 9-1-1 department is responsible for the implementation and maintenance of the

Next Generation 9-1-1 system and Geographic Information System (GIS) Mapping throughout the Coastal Bend Region. The employees assigned to the 9-1-1 Program are the 9-1-1 Program Director, GIS Mapping Administrator, Database/Network Specialist, Network/GIS Specialist, Addressing/GIS Specialist, two Network Support/GIS Technicians (part-time), Director of Finance, and Accountant charged twenty-five and twenty percent to 9-1-1 activities, respectively.

Finance and Administrative Department:

The Finance and Administrative department is responsible for the Council's management, administration, and supportive services such as personnel management, budgeting, procurement, accounting, auditing, financial reporting/policies, reproduction, operating mail room, maintenance of building facilities, public information and liaison with board membership. The employees assigned to the Council's administrative and financial management functions and charged to indirect cost pool are the Executive Director, Director of Finance, two full-time Accountants, and an Administrative Assistant.

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General Fund Budget

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Established in 1966

**Coastal Bend Council of Governments
Schedule of Operating Revenues & Expenditures
& Changes in Fund Balance -General Fund
For Calendar Year Ending December 31, 2025**

Estimated Fund Balance at January 1, 2025		\$ 1,209,038
Operating Revenues		
Membership dues- CBCOG funds	\$ 152,298	
Interest income-CBCOG funds	36,000	
Other income -CBCOG funds	600	
State Funds - Special Revenue	2,199,721	
State Funds-General Fund	2,493,947	
Direct Federal Funds- General Fund	206,666	
Total Operating Revenues		<u>\$ 5,089,232</u>
Operating Expenditures		
Personnel Costs-General Fund	\$ 1,819,933	
Personnel Costs-Special Revenue Fund	590,345	
Personnel Costs-Indirect Costs (Administration and Finance)	565,676	
Indirect Costs (Excluding Personnel Costs)	268,823	
Central Service Costs (Excluding Personnel Costs)	20,110	
Other Direct Expenditures- Grant Programs (excluding Central Service Personnel Costs)	557,516	
Other Direct Expenditures- 9-1-1 Network (excluding Central Service Personnel Costs)	1,468,719	
Expenditures paid with CBCOG funds	5,000	
Executive Board Expenditures paid with CBCOG funds	<u>2,600</u>	
Total Operating Expenditures		<u>\$ 5,298,722</u>
Estimated Fund Balance at December 31, 2025		<u>\$ 999,548</u>

Coastal Bend Council of Governments
Schedule of Expenditures & Revenues -General Fund
For Calendar Year Ending December 31, 2025

Area Agency on Aging (AAA) Grants

	Area Agency on Aging Administration	Ombudsman Nursing Homes & Assisted Living	Care Coordination	Information Referral & Assistance	Legal Assistance Over 60	Caregivers Training & Education
Operating Expenditures						
Salaries & Paid Time Off	\$ 190,789	\$ 62,636	\$ 46,925	\$ 72,543	\$ 44,155	\$ 7,527
Indirect Costs	46,343	15,215	11,399	17,621	10,725	1,828
Health, Retirement & Other Benefits	49,043	27,154	20,728	36,424	20,254	2,879
Rental Space	5,000	3,577	4,450	13,000	674	2,661
Utilities	1,283	547	402	1,902	271	1,006
Training	1,679	386	656	606	51	856
Accounting & Payroll Services	31,228	5,729	5,680	20,694	878	4,173
Management Advisory Services	3,204	-	-	-	-	242
Auditing Services	1,978	842	534	1,950	180	962
Dues & Subscriptions	2,675	28	14	307	-	586
Advertisements & Educational Materials	125	73	49	251	9	135
Printing & Publications	2,106	2,000	2,000	2,000	-	-
Maintenance & Repairs	1,127	1,000	1,000	1,000	-	-
Office Supplies/Equip./Furniture/Software	6,349	1,083	1,247	1,308	126	426
Travel	9,145	10,671	4,046	1,008	-	3,323
Telecommunications	4,719	4,072	2,167	6,112	1,180	2,011
Postage & Freight	447	7	915	440	113	96
Reproduction Costs & Mailout Services	721	58	455	590	104	614
Contractual Services	41,776	10,685	16,927	20,622	2,244	5,284
Insurance	1,681	954	814	1,640	702	653
Equipment	-	-	-	-	-	-
Total Operating Expenditures	401,418	146,718	120,408	200,018	81,666	35,257
Subcontractors/Program Expenditures						
Contract Services	-	-	-	-	-	-
Program Expenditures	-	-	-	-	-	-
Total Subcontractor/Program Expenditures	-	-	-	-	-	-
Total Grant Expenditures	\$ 401,418	\$ 146,718	\$ 120,408	\$ 200,018	\$ 81,666	\$ 35,257
Revenues						
State Funds	\$ 301,064	\$ 146,718	\$ 120,408	\$ 200,018	\$ 81,666	\$ 35,257
Direct Federal Funds						
CBCOG Funds	100,354					
Local Funds	-	-	-	-	-	-
Total Revenues	\$ 401,418	\$ 146,718	\$ 120,408	\$ 200,018	\$ 81,666	\$ 35,257

**Coastal Bend Council of Governments
Schedule of Expenditures & Revenues -General Fund
For Calendar Year Ending December 31, 2025**

Area Agency on Aging (AAA) Grants

	Aging Disability Resource Center	Legal Awareness	Caregivers Information Services	HICAP Assistance & Outreach	MIPPA	Caregivers Care Coordination
Operating Expenditures						
Salaries & Paid Time Off	\$ 79,731	\$ 28,108	\$ 90,083	\$ 37,159	\$ 30,035	\$ 42,756
Indirect Costs	19,367	6,828	21,881	9,025	7,296	10,385
Health, Retirement & Other Benefits	38,067	11,608	25,943	16,460	13,222	18,883
Rental Space	-	404	6,518	1,368	393	2,034
Utilities	-	356	1,006	536	24	383
Training	-	2	856	94	-	708
Accounting & Payroll Services	-	1,967	4,173	2,451	296	2,257
Management Advisory Services	-	-	242	-	-	483
Auditing Services	-	317	962	396	-	630
Dues & Subscriptions	7,306	5	586	25	-	11
Advertisements & Educational Materials	-	13	135	62	-	29
Printing & Publications	-	-	2,800	-	-	-
Maintenance & Repairs	-	-	1,000	-	-	-
Office Supplies/Equip./Furniture/Software	-	27	426	226	80	73
Travel	7,546	66	3,323	2,513	1,553	9
Telecommunications	271	482	2,133	2,200	-	1,019
Postage & Freight	-	1	96	140	34	-
Reproduction Costs & Mailout Services	-	12	614	51	-	-
Contractual Services	17,611	1,243	8,647	3,255	710	9,223
Insurance	-	58	653	154	-	309
Equipment	-	-	-	-	-	-
Total Operating Expenditures	169,899	\$ 51,497	\$ 171,272	\$ 76,115	\$ 53,643	\$ 89,192
Subcontractors/Program Expenditures						
Contract Services	9,964	-	-	-	-	-
Program Expenditures	-	-	-	-	-	-
Total Subcontractor/Program Expenditures	9,964	-	-	-	-	-
Total Grant Expenditures	\$ 179,863	\$ 51,497	\$ 171,272	\$ 76,115	\$ 53,643	\$ 89,192
Revenues						
State Funds	\$ 179,863	\$ 51,497	\$ 171,272	\$ 76,115	\$ 53,643	\$ 89,192
Direct Federal Funds	-	-	-	-	-	-
CBCOG Funds	-	-	-	-	-	-
Local Funds	-	-	-	-	-	-
Total Revenues	\$ 179,863	\$ 51,497	\$ 171,272	\$ 76,115	\$ 53,643	\$ 89,192

**Coastal Bend Council of Governments
Schedule of Expenditures & Revenues -General Fund
For Calendar Year Ending December 31, 2025**

Area Agency on Aging (AAA) Grants

	Evidence Based Intervention	Data Management	Congregate & Home Delivered Meals & Transportation	Personal Assistance, Respite Care, Residential Repairs	Totals
Operating Expenditures					
Salaries & Paid Time Off	\$ 41,697	\$ 66,453	\$ -	\$ -	\$ 840,597
Indirect Costs	10,128	16,141	-	-	204,182
Health, Retirement & Other Benefits	14,680	29,061	-	-	324,406
Rental Space	7,241	2,481	-	-	49,800
Utilities	389	293	-	-	8,397
Training	3,093	56	-	-	9,042
Accounting & Payroll Services	2,904	2,923	-	-	85,353
Management Advisory Services			-	-	4,170
Auditing Services	508	463	-	-	9,721
Dues & Subscriptions	373	18	-	-	11,933
Advertisements & Educational Materials	47	55	-	-	983
Printing & Publications			-	-	10,106
Maintenance & Repairs			-	-	5,127
Office Supplies/Equip./Furniture/Software	1,120	104	-	-	12,594
Travel	7,008	104	-	-	50,314
Telecommunications	1,755	2,523	-	-	30,644
Postage & Freight	4		-	-	2,293
Reproduction Costs & Mailout Services	613		-	-	3,831
Contractual Services	6,904	12,125	33,000	-	190,256
Insurance	794	1,175	-	-	9,586
Equipment	-	-	-	-	-
Total Operating Expenditures	99,258	133,975	33,000	-	1,863,336
Subcontractors/Program Expenditures					
Contract Services	-	-	2,512,133	400,247	2,922,344
Program Expenditures	-	-	-	-	-
Total Subcontractor/Program Expenditures	-	-	2,512,133	400,247	2,922,344
Total Grant Expenditures	\$ 99,258	\$ 133,975	\$ 2,545,133	\$ 400,247	\$ 4,785,680
Revenues					
State Funds	\$ 99,258	\$ 133,975	\$ 2,545,133	\$ 400,247	4,685,326
Direct Federal Funds	-	-	-	-	-
CBCOG Funds	-	-	-	-	100,354
Local Funds	-	-	-	-	-
Total Revenues	\$ 99,258	\$ 133,975	\$ 2,545,133	\$ 400,247	\$ 4,785,680

**Coastal Bend Council of Governments
Schedule of Expenditures & Revenues -General Fund
For Calendar Year Ending December 31, 2025**

Enivromental Planning Grants

	Solid Waste	Water Quality	Totals
Operating Expenditures			
Salaries & Paid Time Off	\$ 66,012	\$ 7,335	\$ 73,347
Indirect Costs	16,034	1,782	17,816
Health, Retirement & Other Benefits	21,100	3,723	24,823
Rental Space	3,857	536	4,393
Utilities	600	-	600
Training	500	500	1,000
Accounting & Payroll Services	6,027	582	6,610
Management Advisory Services	832	-	832
Auditing Services	720	-	720
Dues & Subscriptions	25	50	75
Advertisements & Educational Materials	2,275	23,000	25,275
Printing & Publications	-	-	-
Maintenance & Repairs	-	-	-
Office Supplies/Equip./Furniture/Software	625	12,495	13,120
Travel	1,800	1,500	3,300
Telecommunications	1,867	167	2,034
Postage & Freight	141	-	141
Reproduction Costs & Mailout Services	125	-	125
Contractual Services	6,055	566	6,621
Insurance	508	53	561
Equipment	-	-	-
Total Operating Expenditures	129,103	52,289	181,392
Subcontractors/Program Expenditures			
Contract Services	17,921	-	17,921
Program Expenditures	-	-	-
Total Subcontractor/Program Expenditures	17,921	-	17,921
Total Grant Expenditures	\$ 147,024	\$ 52,289	\$ 199,313
Revenues			
State Funds	\$ 147,024	\$ 52,289	\$ 199,313
Direct Federal Funds	-	-	-
CBCOG Funds	-	-	-
Local Funds	-	-	-
Total Revenues	\$ 147,024	\$ 52,289	\$ 199,313

Coastal Bend Council of Governments
Schedule of Expenditures & Revenues -General Fund
For Calendar Year Ending December 31, 2025

Economic Development Planning Grants

	Economic Development Administration Planning	Economic Development Administration Workforce	TAMU- Corpus Christi Clean Coast	Texas Department Of Agriculture	Texas Department Of Transportation	General Land Office TMDL Umbrella	Totals
Operating Expenditures							
Salaries & Paid Time Off	\$ 44,799	\$ -	\$ 78,587	\$ 3,982	\$ 4,978	\$ 45,795	\$ 178,141
Indirect Costs	10,882	-	19,089	967	1,209	11,123	43,270
Health, Retirement & Other Benefits	15,071	-	25,752	1,340	1,674	15,405	59,242
Rental Space	1,519	-	1,200	200	-	1,500	4,419
Utilities	300	-	-	120	-	300	720
Training	-	-	-	326	-	-	326
Accounting & Payroll Services	2,000	-	500	-	-	1,700	4,200
Management Advisory Services	-	-	1,200	-	1,838	-	3,038
Auditing Services	120	-	-	-	-	120	240
Dues & Subscriptions	3,500	-	-	-	-	-	3,500
Advertisements & Educational Materials	-	-	-	250	-	-	250
Printing & Publications	2,500	-	-	-	-	-	2,500
Maintenance & Repairs	-	-	-	-	-	-	-
Office Supplies/Equip./Furniture/Software	250	-	452	-	-	-	702
Travel	2,471	-	1,500	250	-	-	4,221
Telecommunications	2,500	-	800	200	-	1,200	4,700
Postage & Freight	-	-	-	-	-	-	-
Reproduction Costs & Mailout Services	-	-	-	300	-	-	300
Contractual Services	3,000	-	8,420	2,065	301	3,800	17,586
Insurance	400	-	-	-	-	250	650
Equipment	-	-	-	-	-	-	-
Total Operating Expenditures	\$ 89,312	\$ -	\$ 137,500	\$ 10,000	\$ 10,000	\$ 81,193	\$ 328,004
Subcontractors/Program Expenditures							
Contract Services	-	136,666	75,000	-	-	-	211,666
Program Expenditures	-	-	-	-	-	-	-
Total Subcontractor/Program Expenditures	-	136,666	75,000	-	-	-	211,666
Total Grant Expenditures	\$ 89,312	\$ 136,666	\$ 212,500	\$ 10,000	\$ 10,000	\$ 81,193	\$ 539,670
Revenues							
State Funds	\$ -	\$ -	\$ 212,500	\$ 10,000	\$ 10,000	\$ 81,193	\$ 313,693
Direct Federal Funds	70,000	136,666	-	-	-	-	206,666
CBCOG Funds	19,312	-	-	-	-	-	19,311
Local Funds	-	-	-	-	-	-	-
Total Revenues	\$ 89,312	\$ 136,666	\$ 212,500	\$ 10,000	\$ 10,000	\$ 81,193	\$ 539,670

Coastal Bend Council of Governments
Schedule of Expenditures & Revenues -General Fund
For Calendar Year Ending December 31, 2025

Homeland Security/Criminal Justice Grants

	Homeland Security Planning	Criminal Justice Homeland Security Services	Criminal Justice Academy	Totals	Total General Fund
Operating Expenditures					
Salaries & Paid Time Off	\$ 169,696	\$ 31,878	\$ 28,883	\$ 230,457	\$ 1,322,542
Indirect Costs	41,219	7,743	7,016	55,978	321,246
Health, Retirement & Other Benefits	66,767	11,664	10,489	88,920	497,391
Rental Space	5,850	3,000	612	9,462	68,074
Utilities	1,000	280	82	1,362	11,079
Training	1,750	1,000	620	3,370	13,738
Accounting & Payroll Services	9,845	-	1,500	11,345	107,508
Management Advisory Services	3,281	2,754	-	6,035	14,075
Auditing Services	800	-	-	800	11,481
Dues & Subscriptions	-	250	-	250	15,758
Advertisements & Educational Materials	-	150	-	150	26,658
Printing & Publications	-	-	-	-	12,606
Maintenance & Repairs	-	-	-	-	5,127
Office Supplies/Equip./Furniture/Software	-	1,000	2,530	3,530	29,946
Travel	5,700	2,900	1,644	10,244	68,079
Telecommunications	600	1,900	410	2,910	40,288
Postage & Freight	-	-	30	30	2,464
Reproduction Costs & Mailout Services	300	150	35	485	4,741
Contractual Services	5,160	12,989	1,880	20,029	234,492
Insurance	1,876	218	95	2,189	12,986
Equipment	-	-	-	-	-
Total Operating Expenditures	\$ 313,844	\$ 77,876	\$ 55,826	\$ 447,546	\$ 2,820,278
Subcontractors/Program Expenditures					
Contract Services	-	-	120,000	120,000	3,271,931
Program Expenditures	-	-	-	-	-
Total Subcontractor/Program Expenditures	-	-	120,000	120,000	3,271,931
Total Grant Expenditures	\$ 313,844	\$ 77,876	\$ 175,826	\$ 567,546	\$ 6,092,209
Revenues					
State Funds	\$ 313,844	\$ 77,876	\$ 175,826	\$ 567,546	\$ 5,765,878
Direct Federal Funds	-	-	-	-	206,666
CBCOG Funds	-	-	-	-	119,665
Local Funds	-	-	-	-	-
Total Revenues	\$ 313,844	\$ 77,876	\$ 175,826	\$ 567,546	\$ 6,092,209

CBC  G

Established in 1966

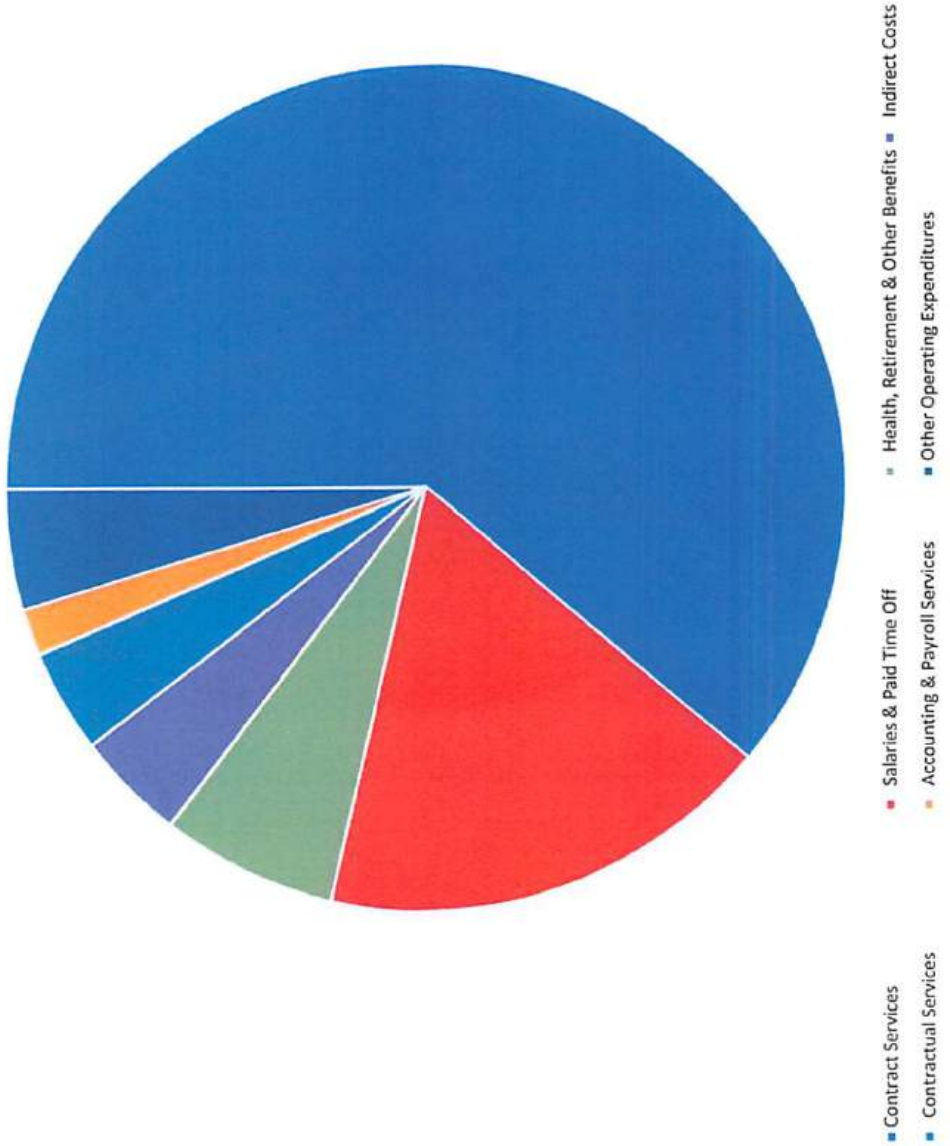
General Fund

Pie Charts/Graphs

CBC  G

Established in 1966

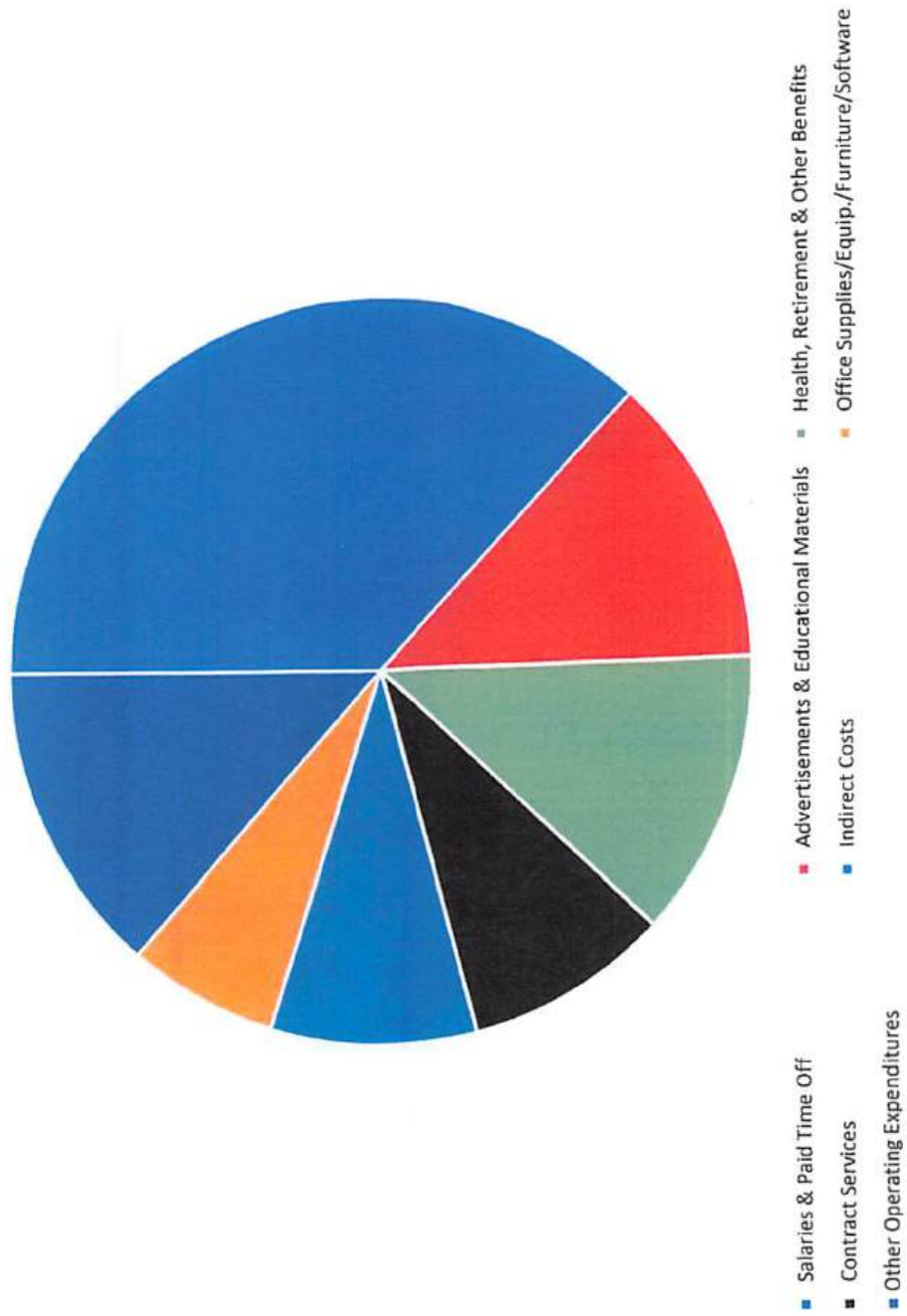
AAA Expenditures



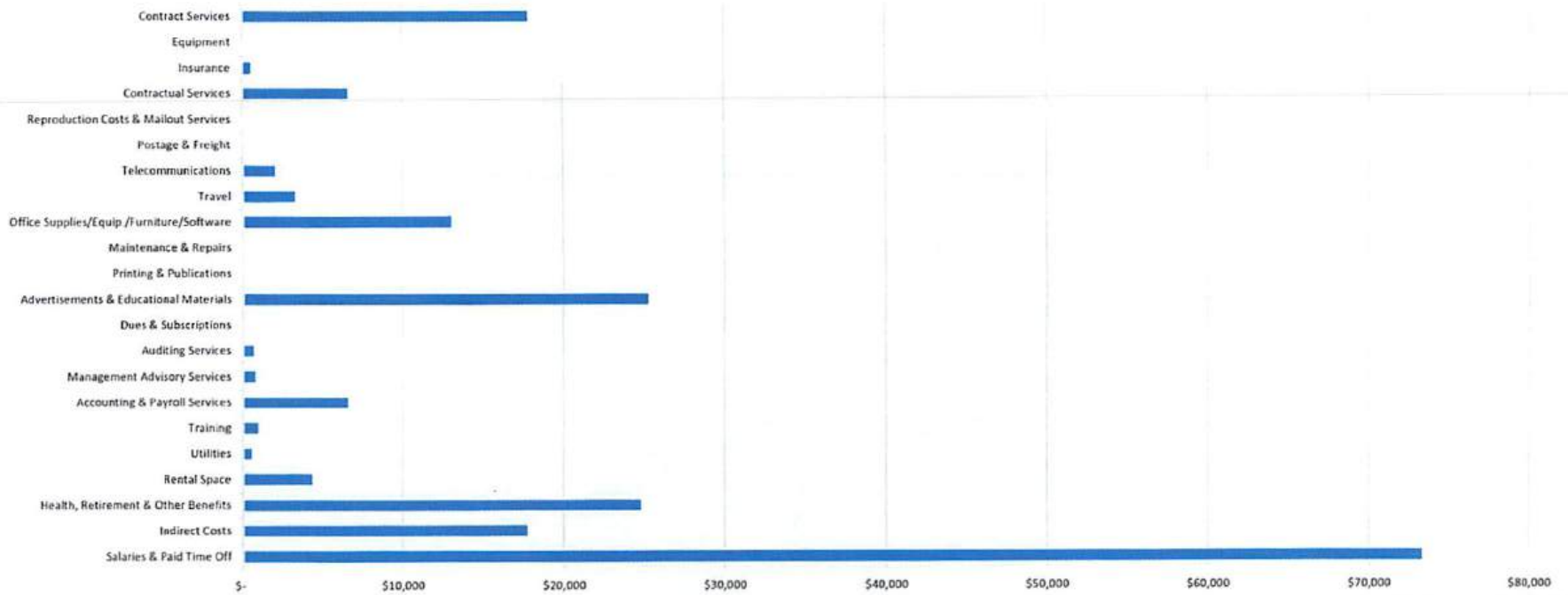
AAA Expenditures



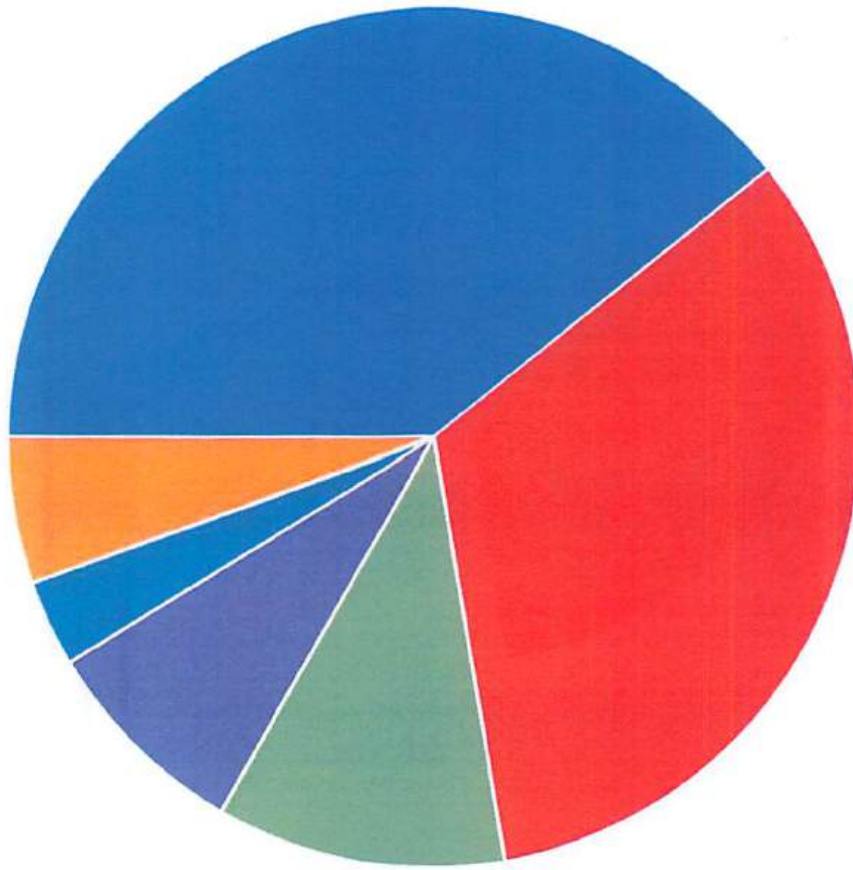
Enviromental Planning Expenditures



Enviromental Planning Expenditures



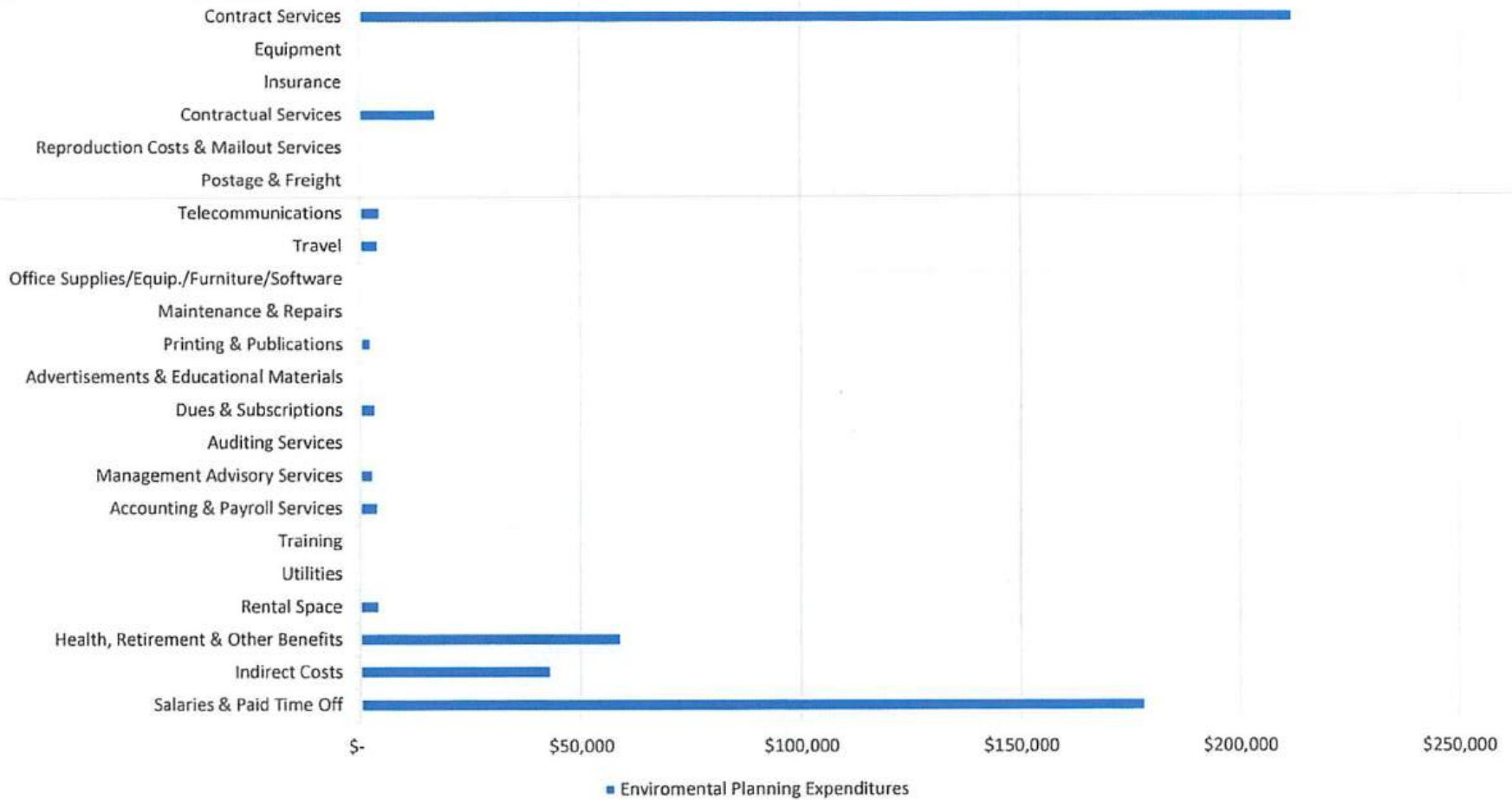
Economic Development Expenditures



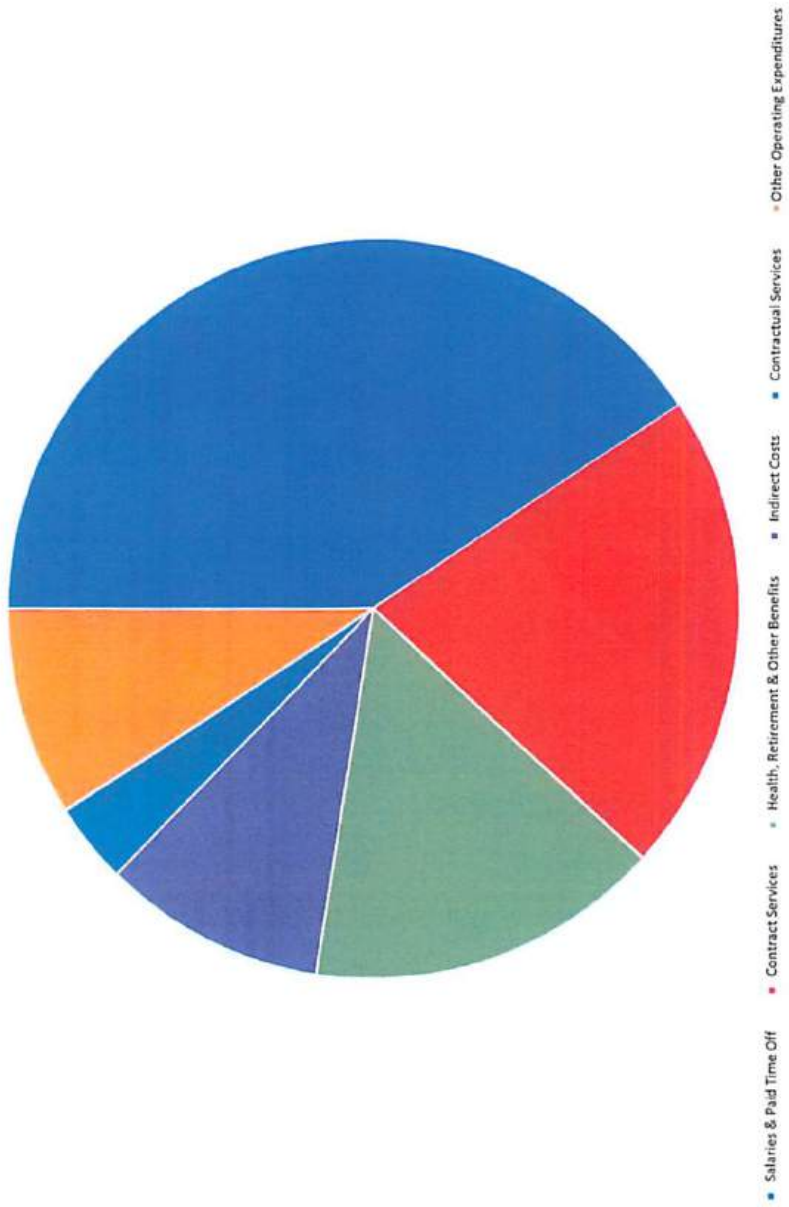
- Contract Services
- Salaries & Paid Time Off
- Health, Retirement & Other Benefits
- Indirect Costs
- Contractual Services
- Other Operating Expenditures

Economic Development Expenditures

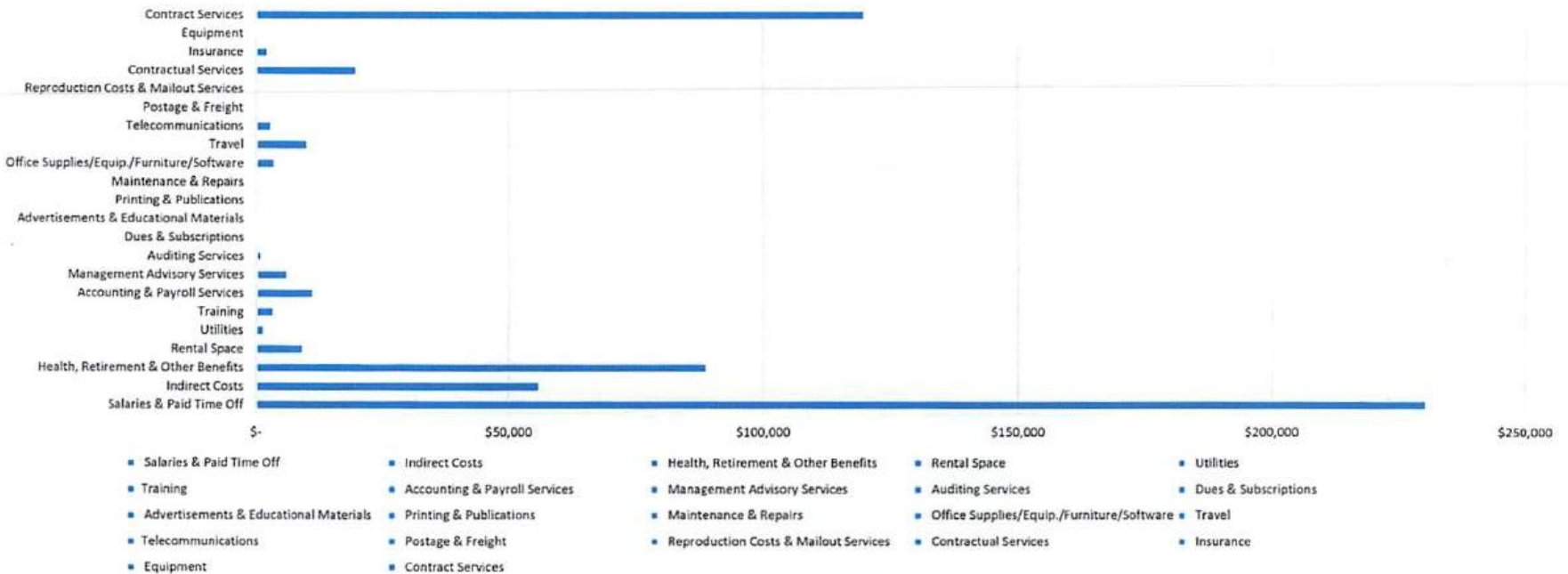
16



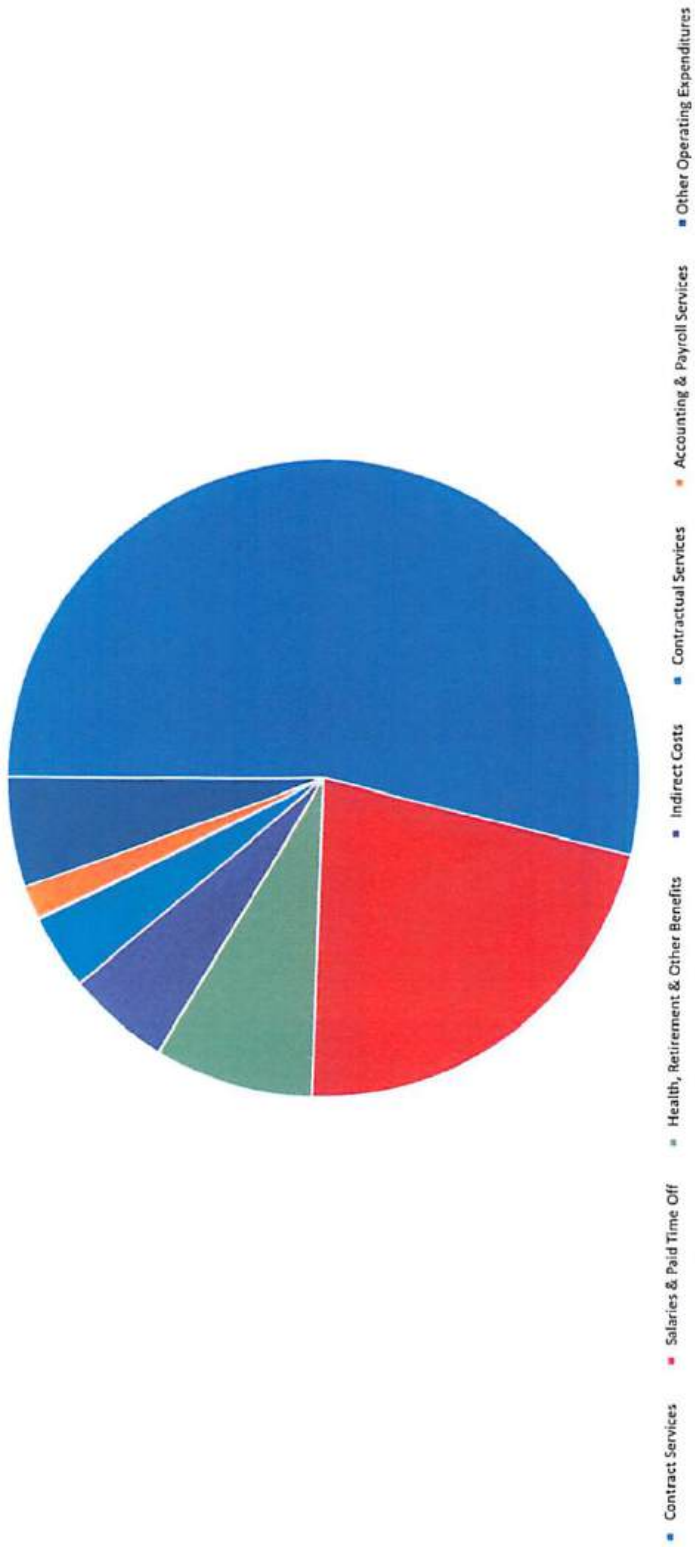
CJD HS Expenditures



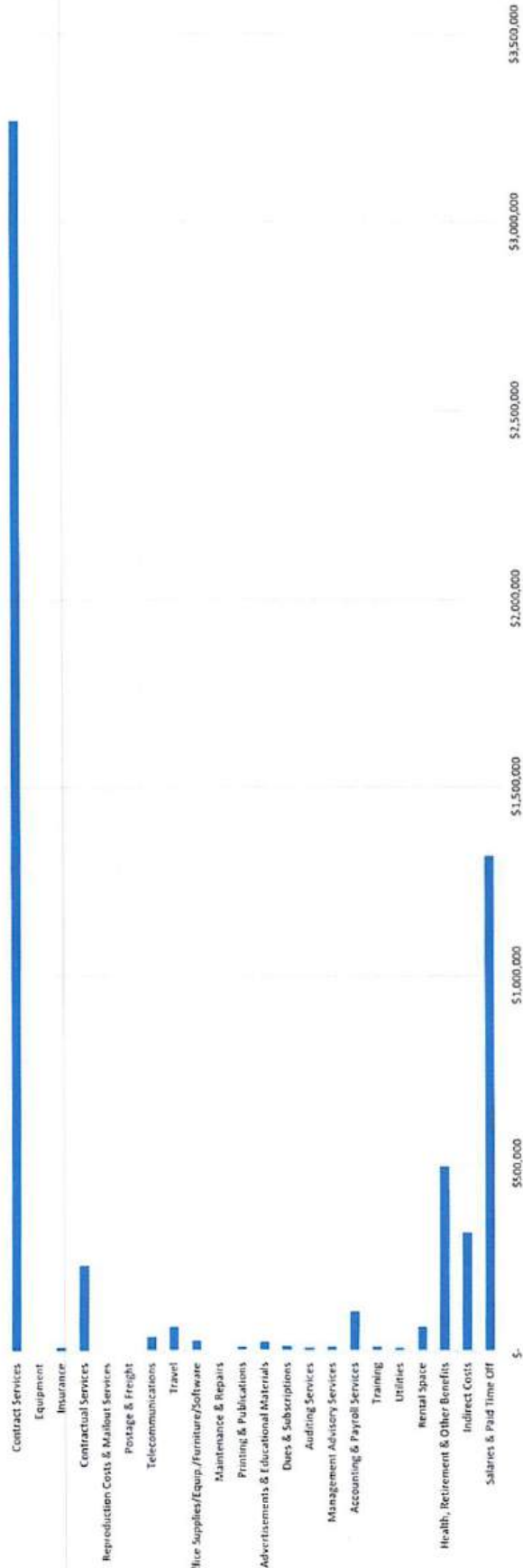
CJD HS Expenditures



General Fund Expenditures



General Fund Expenditures



**General Fund
Performance Measure
Projections**

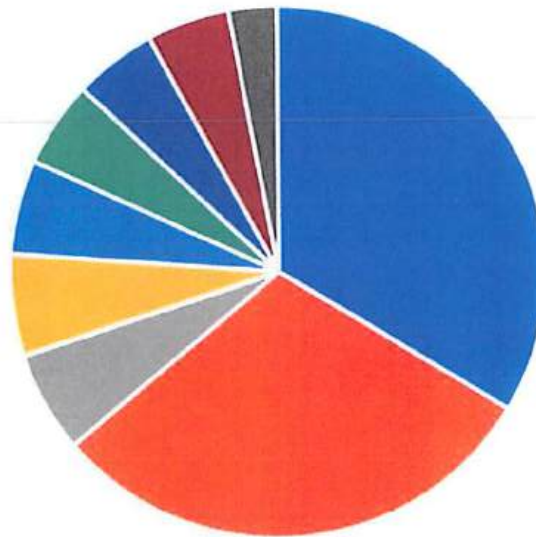
CBCOG

Established in 1966

**Coastal Bend Council of Governments
 Performanace Measures Projections-Area Agency on Aging
 For Calendar Ending December 31, 2025**

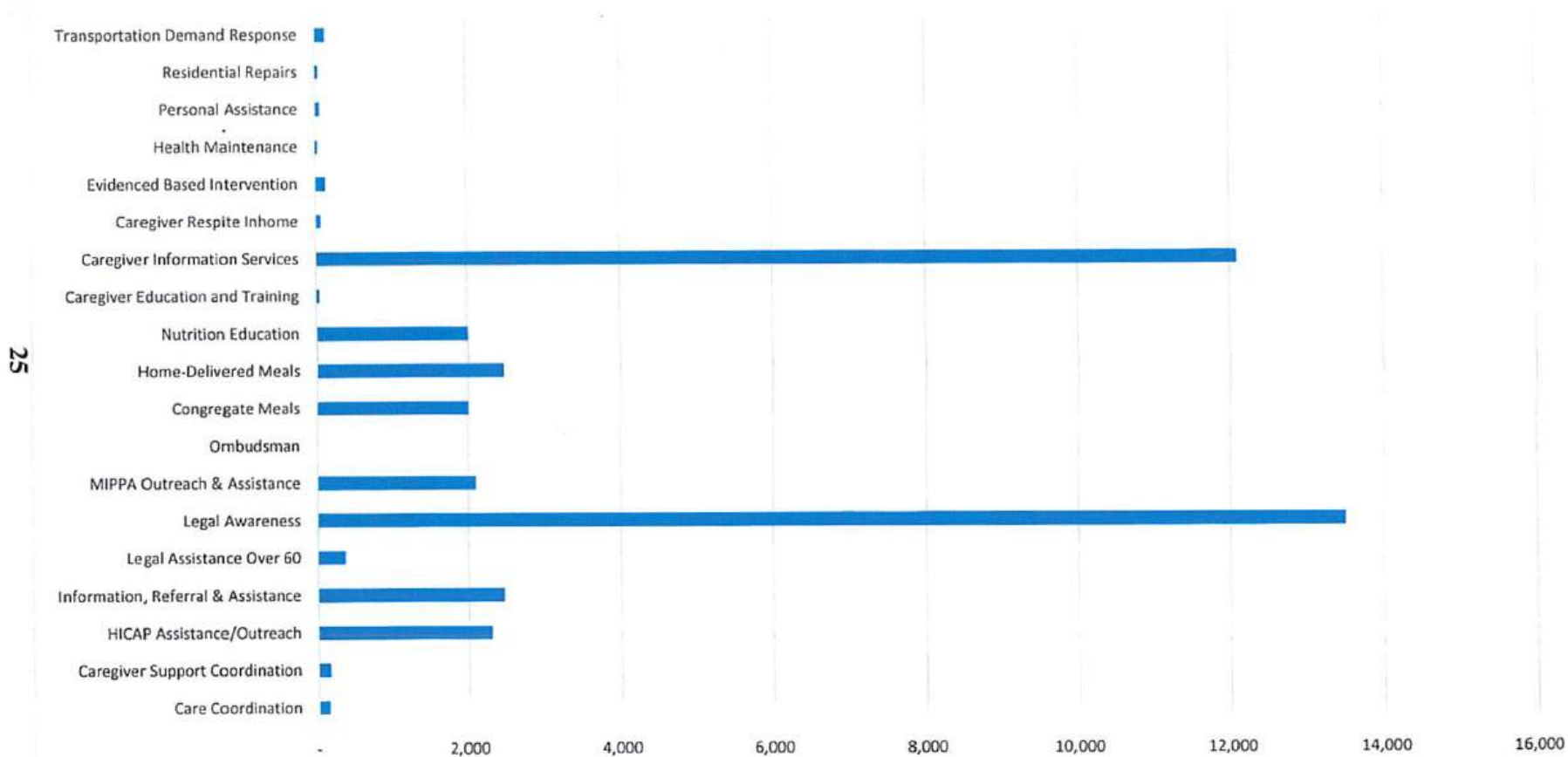
	<u>Number Of Persons Served</u>
Care Coordination	134
Caregiver Support Coordination	155
HICAP Assistance/Outreach	2,306
Information, Referral & Assistance	2,469
Legal Assistance Over 60	371
Legal Awareness	13,488
MIPPA Outreach & Assistance	2,098
Ombudsman	4
Congregate Meals	1,999
Home-Delivered Meals	2,469
Nutrition Education	1,999
Caregiver Education and Training	40
Caregiver Information Services	12,089
Caregiver Respite Inhome	70
Evidenced Based Intervention	134
Health Maintenance	30
Personal Assistance	56
Residential Repairs	36
Transportation Demand Response	136
	<u>40,083</u>

AAA-2025 Total Number of Persons Served-40,083



- Legal Awareness
- Caregiver Information Services
- Home-Delivered Meals
- Information, Referral & Assistance
- HICAP Assistance/Outreach
- MIPPA Outreach & Assistance
- Nutrition Education
- Congregate Meals
- Other Services

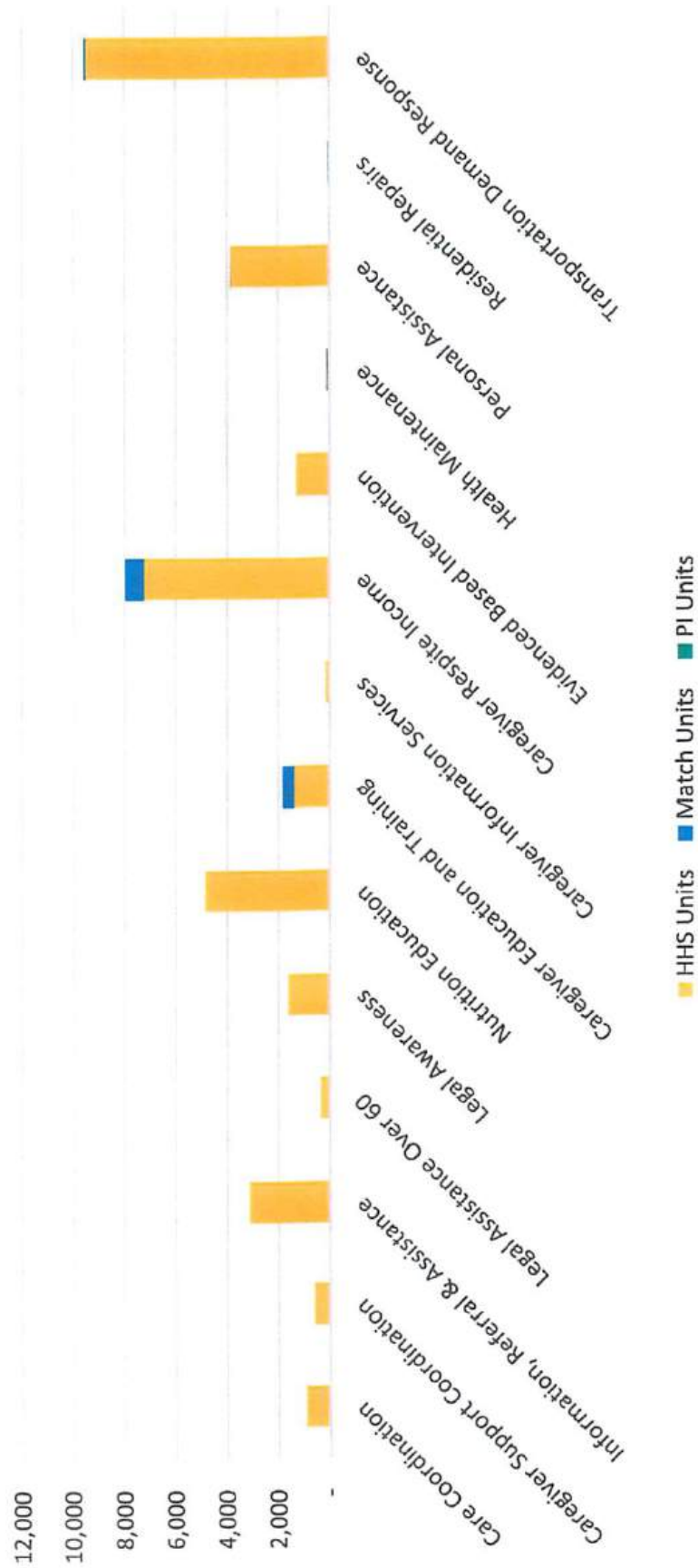
AAA-2025 Total Number of Persons Served-40,083



**Coastal Bend Council of Governments
 Performanace Measures Projections-Area Agency on Aging
 For Calendar Ending December 31, 2025**

	HHS Units	Match Units	PI Units
Care Coordination	900		
Caregiver Support Coordination	600		
Information, Referral & Assistance	3,111		
Legal Assistance Over 60	335		
Legal Awareness	1,593		
Nutrition Education	4,839		
Caregiver Education and Training	1,392	418	
Caregiver Information Services	129		
Caregiver Respite Income	7,222	750	
Evidenced Based Intervention	1,291		
Health Maintenance	75	20	
Personal Assistance	3,834		11
Residential Repairs	41	1	
Transportation Demand Response	9,502	48	24
	<u>34,864</u>	<u>1,237</u>	<u>35</u>

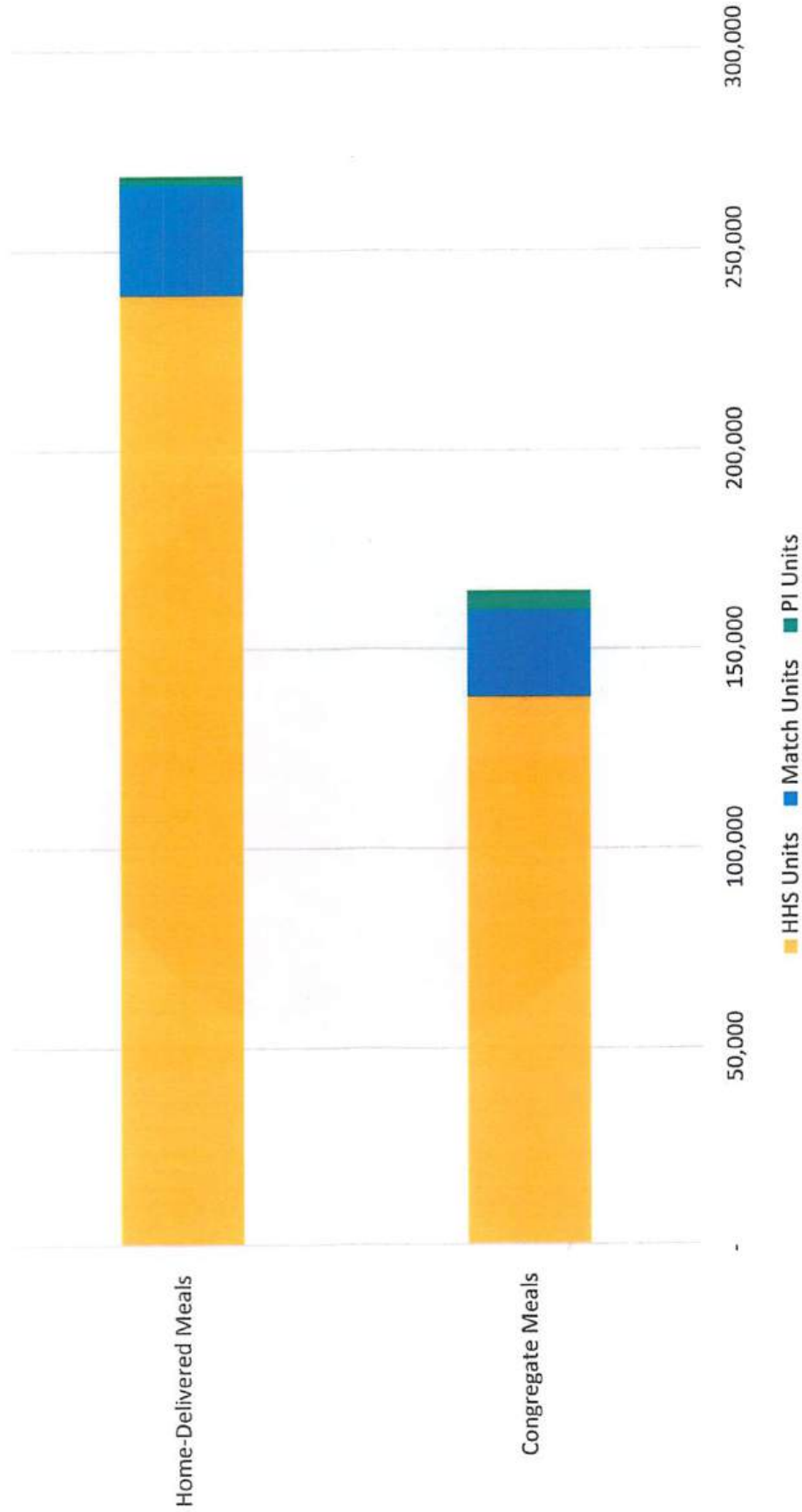
AAA 2025 - Units



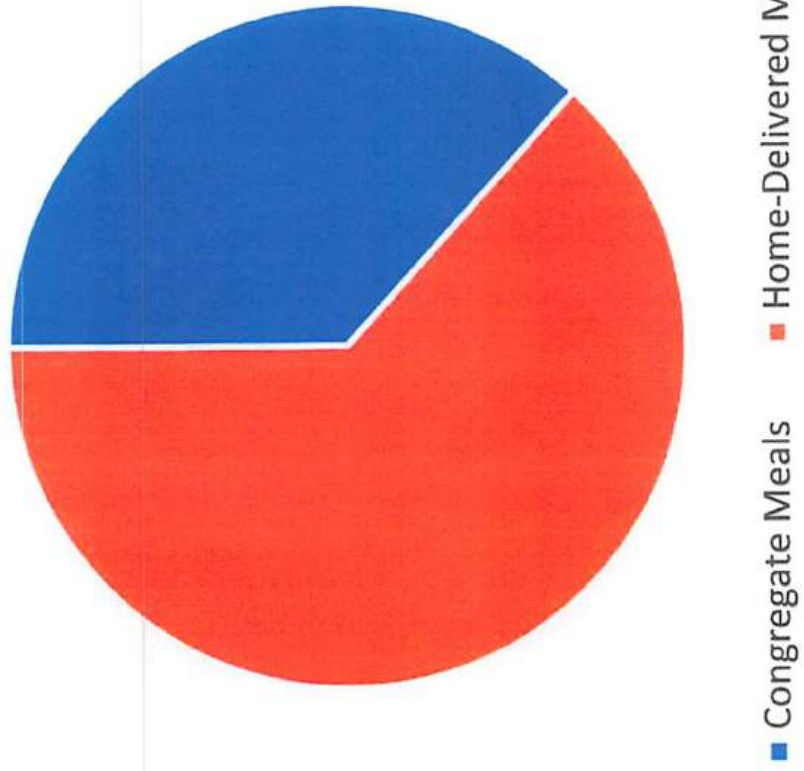
**Coastal Bend Council of Governments
 Performanace Measures Projections-Area Agency on Aging
 For Calendar Ending December 31, 2025**

	HHS Units	Match Units	PI Units
Services Provided			
Congregate Meals	138,065	21,517	5,288
Home-Delivered Meals	238,903	27,169	2,633
	376,968	48,686	7,921

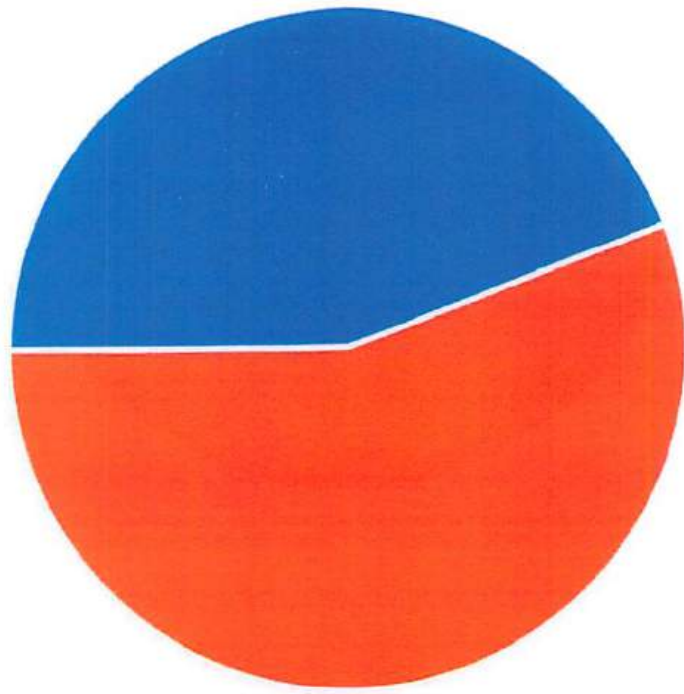
AAA 2025 - Units - Meals



AAA 2025 - HHS Units - Meals

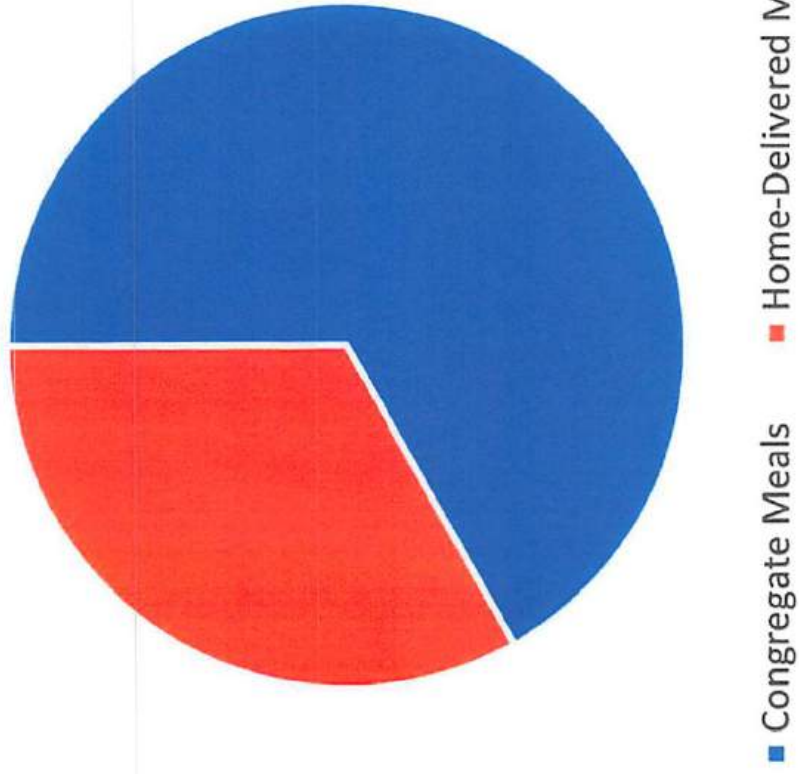


AAA 2025 - Match Units - Meals



■ Congregate Meals ■ Home-Delivered Meals

AAA 2025 - PI Units - Meals



**Coastal Bend Council of Governments
Performance Measures Projections- AAA HHS Meals & Transportation
For Calendar Ending December 31, 2025**

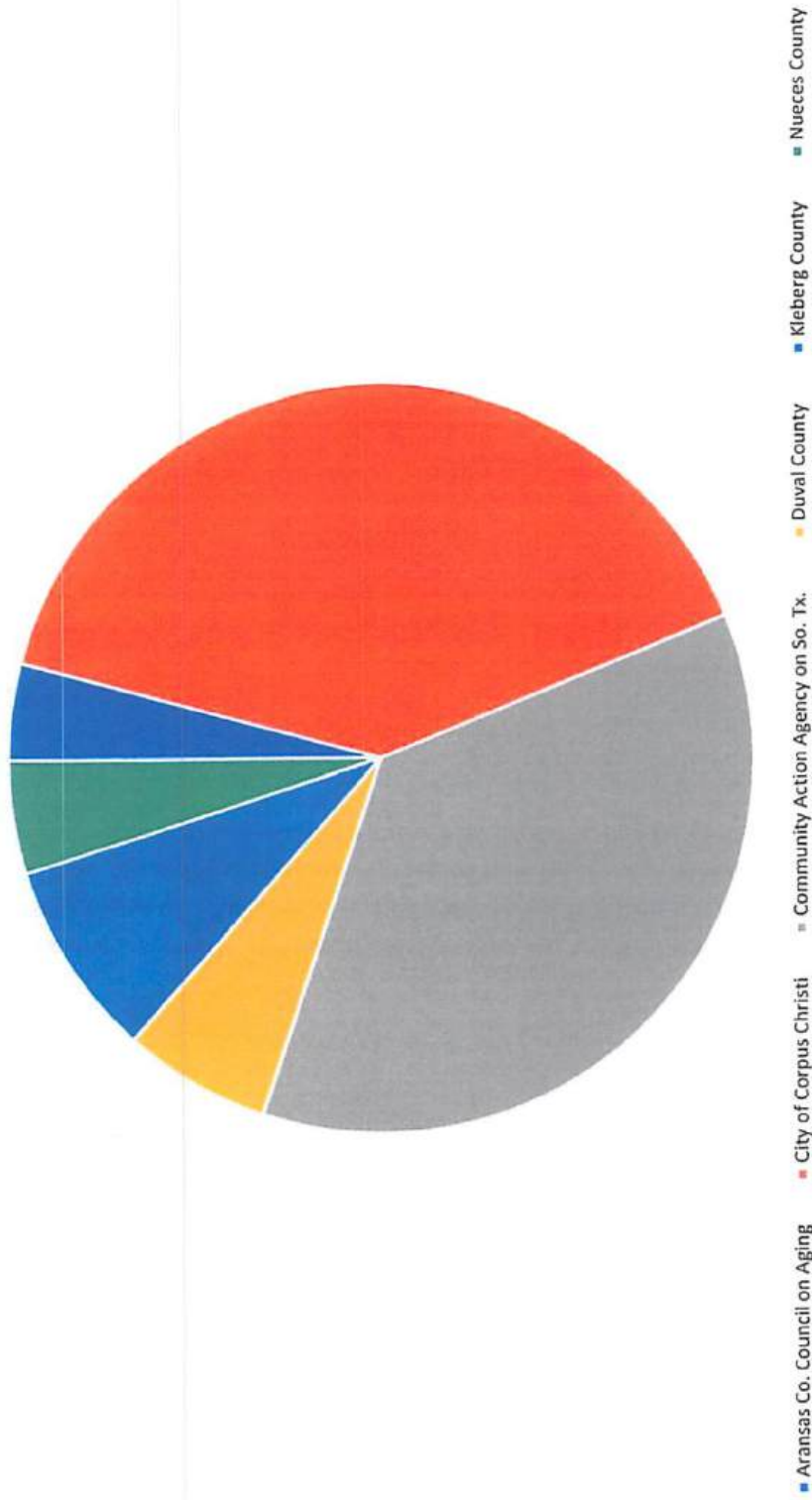
Provider	Total HHS Meals & Transportation
	FY25
Aransas Co. Council on Aging	
Congregate Meals	5,751
Home Delivered Meals	16,731
City of Corpus Christi	
Congregate Meals	54,553
Home Delivered Meals	73,283
Community Action Agency on So. Tx.	
Congregate Meals	50,149
Home Delivered Meals	54,643
Transportation	3,735
Duval County	
Congregate Meals	8,848
Home Delivered Meals	12,245
Kleberg County	
Congregate Meals	11,722
Home Delivered Meals	14,270
Live Oak County	
Home Delivered Meals	11,384
Nueces County	
Congregate Meals	6,667
Home Delivered Meals	16,510
Transportation	3,307
Refugio County	
Home Delivered Meals	8,262
Transportation	156

Footnotes:

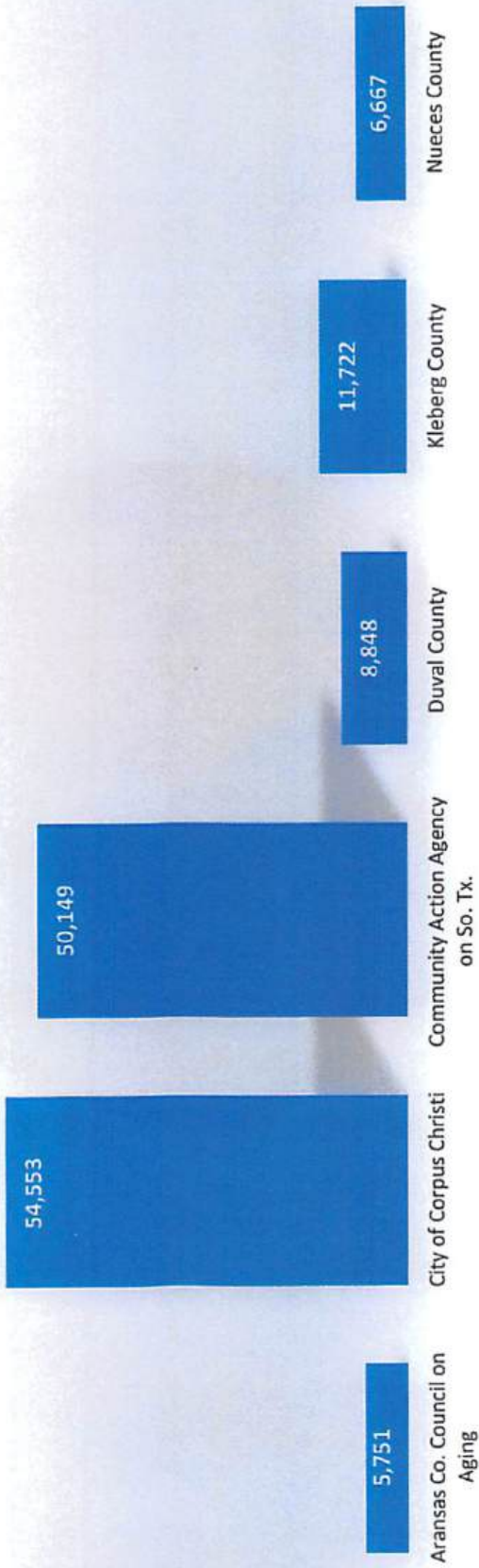
(1) These amounts reflect draft Planning Budget for FY25 and includes funding estimates for Title IIIC1 and Title IIIC2, NSIP, SGR Rate Increase Funds and estimated carryover funds totaling \$621,755 from FY24 that is anticipated to be awarded back to CBCOG. ARPA Funds will no longer be available for FY25.

(2) NSIP Funding reflected here is distributed based on actual meals served by each contractor which includes HHSC funded meals, locally funded meals and program income meals from 10-01-22 thru 9-30-23. The NSIP funding amount \$227,387 is also based on the FY24 funding amount.

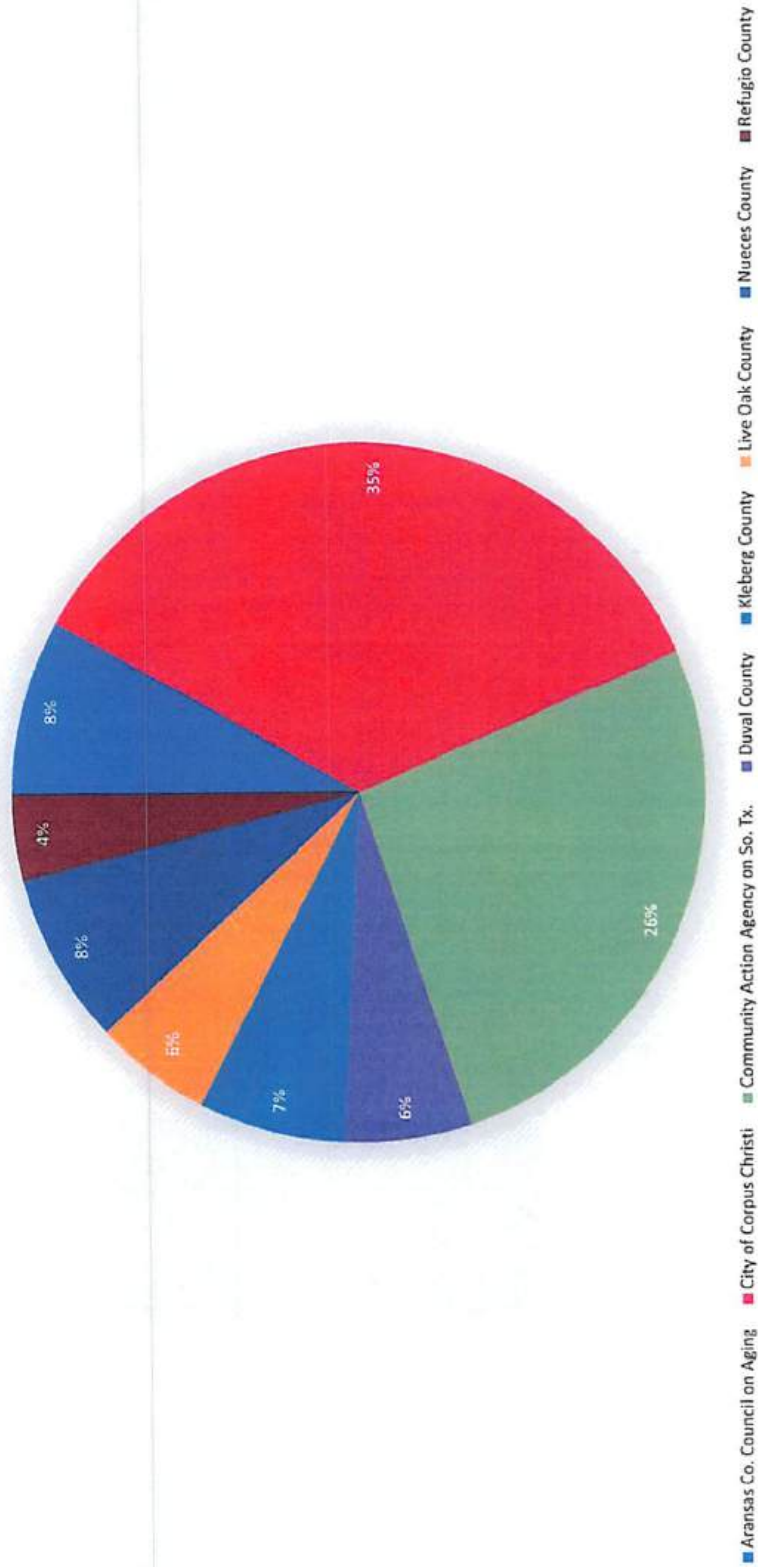
HHS Congregate Meals FY25



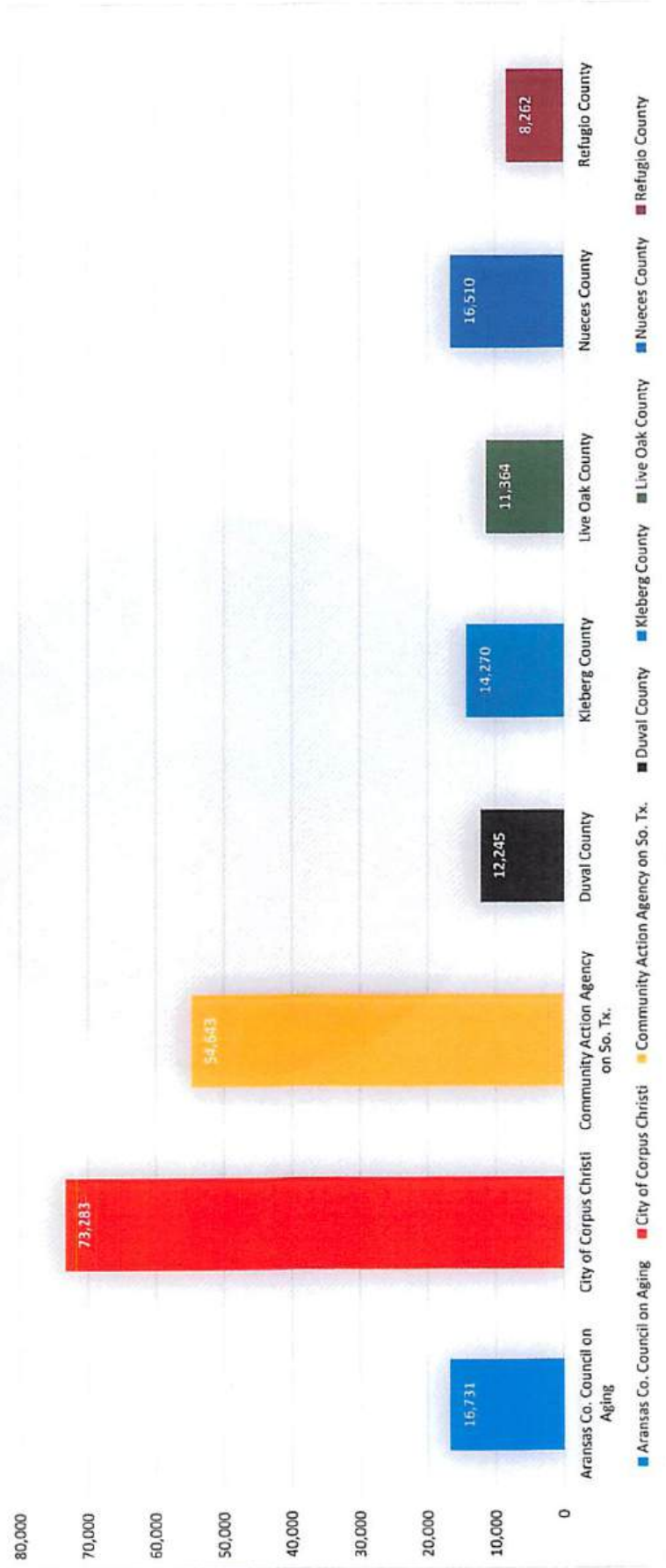
HHS Congregate Meals FY25



HHS Home Delivered Meals FY25

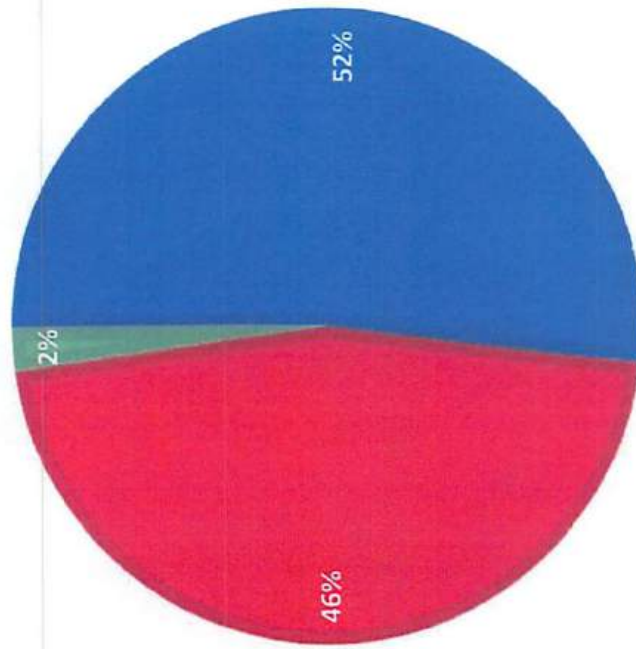


HHS Home Delivered Meals FY25

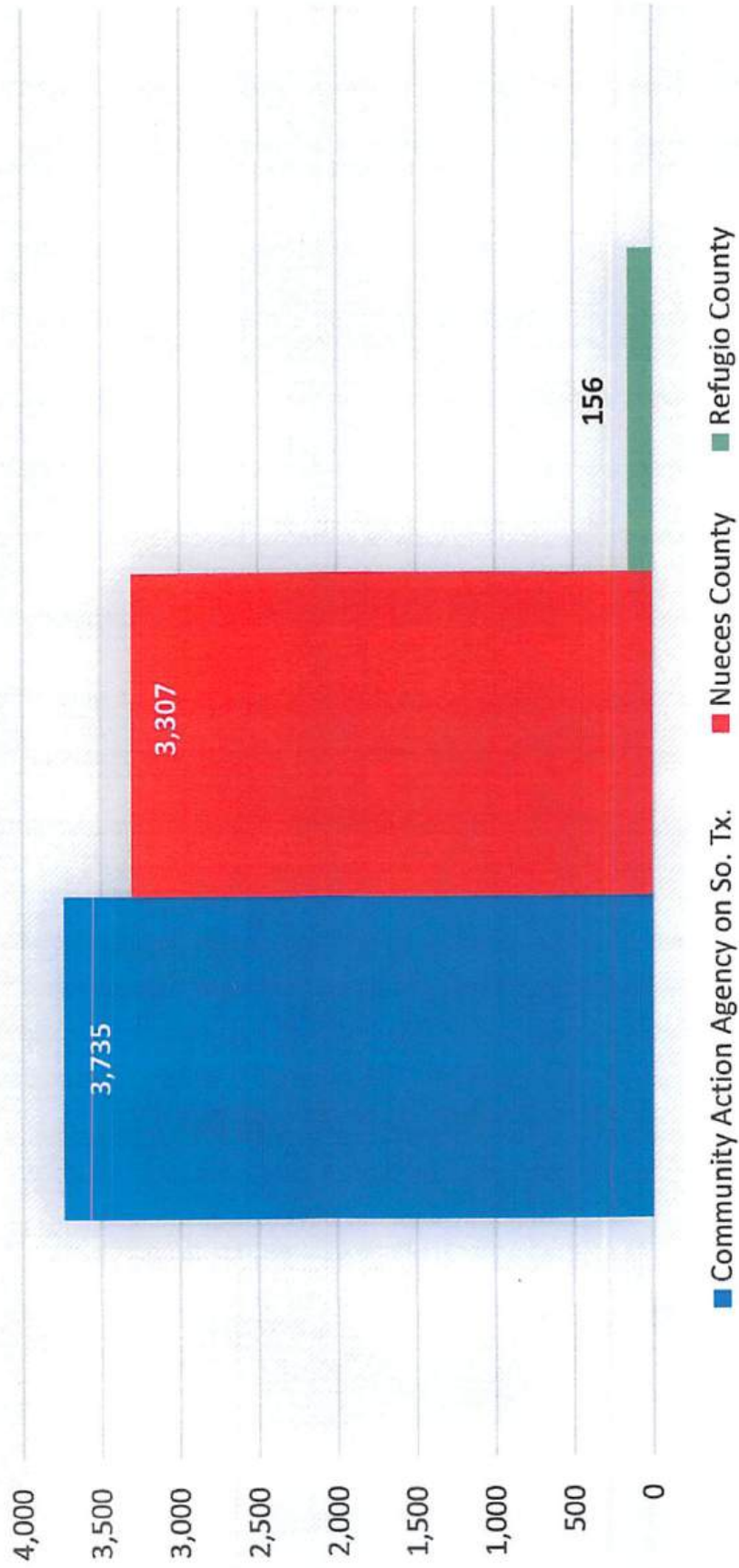


HHS TRANSPORTATION FY25

■ Community Action Agency on So. Tx. ■ Nueces County ■ Refugio County

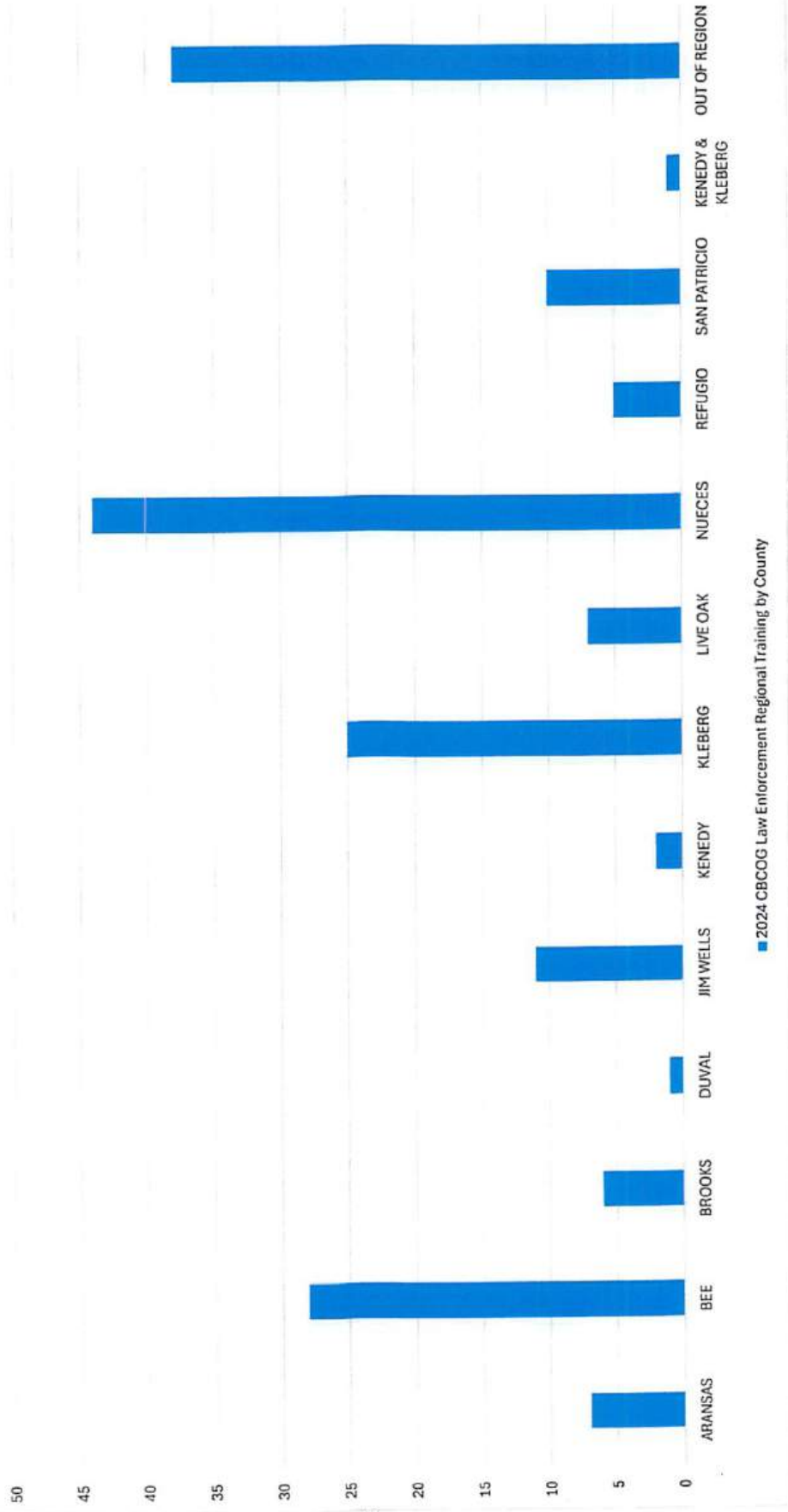


HHS Transportation FY25



CRISIS LAW ENFORCEMENT REGIONAL TRAINING 2024														OUT OF REGION	
DATE(S)	COURSE / AGENCY	ARANSAS	SEE	BROOKS	DUVAL	DUWELLS	KENNY	KLEBERG	LIVE OAK	MULLEN	REFUGIO	SAN PATRICK	KENNY & KLEBERG	AGENCY STUDENT COUNTY	COUNTY/STATE
5/22-24/2024	Basic Instructor #1314 KCCDFP Lusk Oak County Sheriff's Office Ponchartraine PD Harris County Sheriff's Office Rockwall PD Tarrant								1	1		1		NA	NA
5/27-29/2024	ALERT Level 1 #3311 11th Judicial DA Office KCCDFP San Wells County Constable Pct. 3 Nueces County Constable Pct. 3		1							1				ALERT Level 1 #3311	Not indicated - 1 Not indicated
5/28/2024	De-escalation #1349 KCCDFP									1				De-escalation #1349	Not indicated - 2 Not indicated
7/3-4/2024	ALERT Level 1 #3311 Kerning & Kennedy DA Office Lusk Oak County Sheriff's Office Nueces County Constable Pct. 3								1	2	3			ALERT Level 1 #3311	Not indicated - 1 Not indicated
7/19-22/2024	Basic County Corrections #1320 Brazos County Sheriff's Office		8											Basic County Corrections #1320	DeWitt County Sheriff's Office - 2 DeWitt County
8/11-15/2024	Firearms Instructor #2222 Brazos County Sheriff's Office Brazoria PD Lusk Oak County Sheriff's Office Ponchartraine PD Harris County Sheriff's Office		2	2					1	1	1			Firearms Instructor #2222	NA NA
8/25-27/2024	Less Lethal #3300 Brazos County Sheriff's Office		6											Less Lethal #3300	NA NA
8/13-14/2024	ALERT Level 1 #3311 Aurora PD Ponchartraine PD Harris County Sheriff's Office Nueces County Constable Pct. 3					1			1	6				ALERT Level 1 #3311	Not indicated - 1 Not indicated
9/24/2024	Less Lethal Chemical Weapons #3343 City of Acker PD City of Angleton Pass PD City of Baytown PD City of Bayshore PD Harris County Sheriff's Office		1			1								Less Lethal Chemical Weapons #3343	Port Lavaca PD - 1 Calhoun County Not indicated - 4 Not indicated
9/30/2024	Less Lethal Electronic Control Device #3344 City of Acker PD City of Angleton Pass PD City of Baytown PD City of Bayshore PD Harris County Sheriff's Office		1			1								Less Lethal Electronic Control Device #3344	Port Lavaca PD - 1 Calhoun County Not indicated - 4 Not indicated
8/18-19/2024	Investigative Crime Scene Investigations #2106 City of Baytown PD KCCDFP Harris County Sheriff's Office City of Bayshore PD San Wells County Sheriff's Office		2			1								Investigative Crime Scene Investigations #2106	18 CPD - 2 State
8/17-21/2024	Basic Instructor #1314 City of Baytown PD City of Bayshore PD City of Baytown PD City of Bayshore PD City of Baytown PD City of Bayshore PD TAMU CC PD		1											Basic Instructor #1314	NA NA
1/8-4/21/2024	Basic Peace Officer Course (BPOC) City of Acker PD City of Angleton Pass PD City of Baytown PD City of Bayshore PD Harris County Sheriff's Office		1			1				4	2			Basic Peace Officer Course (BPOC)	Not indicated - 10 Not indicated
7/18/2024	De-escalation #1349 Brazos County Sheriff's Office Harris County Sheriff's Office City of Baytown PD City of Bayshore PD TAMU Angleton PD			1				1		1				De-escalation #1349	18 Board of Criminal Justice - 1 State
7/16-19/2024	Crime Investigation Techniques #3300 Brazos County Sheriff's Office City of Baytown PD Harris County Sheriff's Office City of Bayshore PD City of Baytown PD City of Bayshore PD		1	1						2				Crime Investigation Techniques #3300	18 Board of Criminal Justice - 1 State Not indicated - 2 Not indicated
8/7-20/2024	Basic County Corrections #1320 Brazos County Sheriff's Office Lusk Oak County Sheriff's Office Harris County Sheriff's Office		3							4	2			Basic County Corrections #1320	NA NA
8/12/2024	Interacting with & Non-Offending Officers #1347 Harris County Sheriff's Office Harris County Sheriff's Office City of Baytown PD						1		1	1				Interacting with & Non-Offending Officers #1347	NA NA
8/12/2024	Crime Scene #1305 Brazos County Sheriff's Office Harris County Constable Pct. 1 Nueces County Sheriff's Office									2				Crime Scene #1305	NA NA
8/9-12/2024	Civil Process #1331 Nueces County Constable Pct. 3 Harris County Constable Pct. 1 San Patricio County Constable Pct. 3						1			3				Civil Process	NA NA
8/9-20/2024	Basic Telecommunications Course Nueces County Public Safety Communications City of Baytown PD Harris County Sheriff's Office San Patricio County Sheriff's Office		1							2	1	1		Basic Telecommunications Course	NA NA
8/21-22/2024	ALERT Level 1 #3311 Brazos County Sheriff's Office City of Baytown PD Harris County Sheriff's Office Harris County Constable Pct. 3 Harris County Constable Pct. 1 Harris County Constable Pct. 4 Nueces County Constable Pct. 3 Harris County Sheriff's Office San Patricio County Constable Pct. 3		1						1			1		ALERT Level 1 #3311	Cracken County Sheriff's Office - 1 Cracken County 18 CPD PD - 1 Matagorda County Ponchartraine PD - 1 Brazoria County 18 CPD - 3 State
8/25-27/2024	New Supervisor Course #3322 Harris County Sheriff's Office Brazos County Sheriff's Office City of Baytown PD		1							1				New Supervisor Course	18 CPD - 1 State
		COUNTY	ARANSAS	SEE	BROOKS	DUVAL	DUWELLS	KENNY	KLEBERG	LIVE OAK	MULLEN	REFUGIO	SAN PATRICK	KENNY & KLEBERG	
2024 TOTAL STUDENTS PER COUNTY		7	28	6	1	1	2	25	7	44	5	10	1		
COMMENTS														INDIVIDUAL COURSE COUNT	A CONDUCTED
<p>Information obtained from course supervisors/teachers received from Don Moy College</p> <p>Course beginning and ending not included for all training programs</p> <p>Agency & location for officers representing both counties, e.g. DA officers</p> <p>NA = Not a student</p> <p>Not indicated - information not provided or unavailability</p> <p>Total number of classes held during grant period to date (Start: 5/6/2023) = 79</p>														167	22
TOTAL CRISIS STUDENTS TRAINED														189	
TOTAL OUT OF REGION STUDENTS TRAINED														145	
TOTAL STUDENTS TRAINED														334	
														ALERT Level 1 #3311	4
														Basic Instructor #1314	2
														Basic County Corrections #1320	2
														Basic Peace Officer Course (BPOC)	1
														Basic Telecommunications Course	1
														Crime Investigation Techniques #3300	1
														De-escalation #1349	1
														Firearms Instructor #2222	1
														Interacting with & Non-Offending Officers #1347	1
														Investigative Crime Scene Investigations #2106	1
														Less Lethal #3300	1
														Less Lethal Chemical Weapons #3343	1
														Less Lethal Electronic Control Device #3344	1
														New Supervisor Course #3322	1
															1
														TOTAL NUMBER CLASSES HELD	22

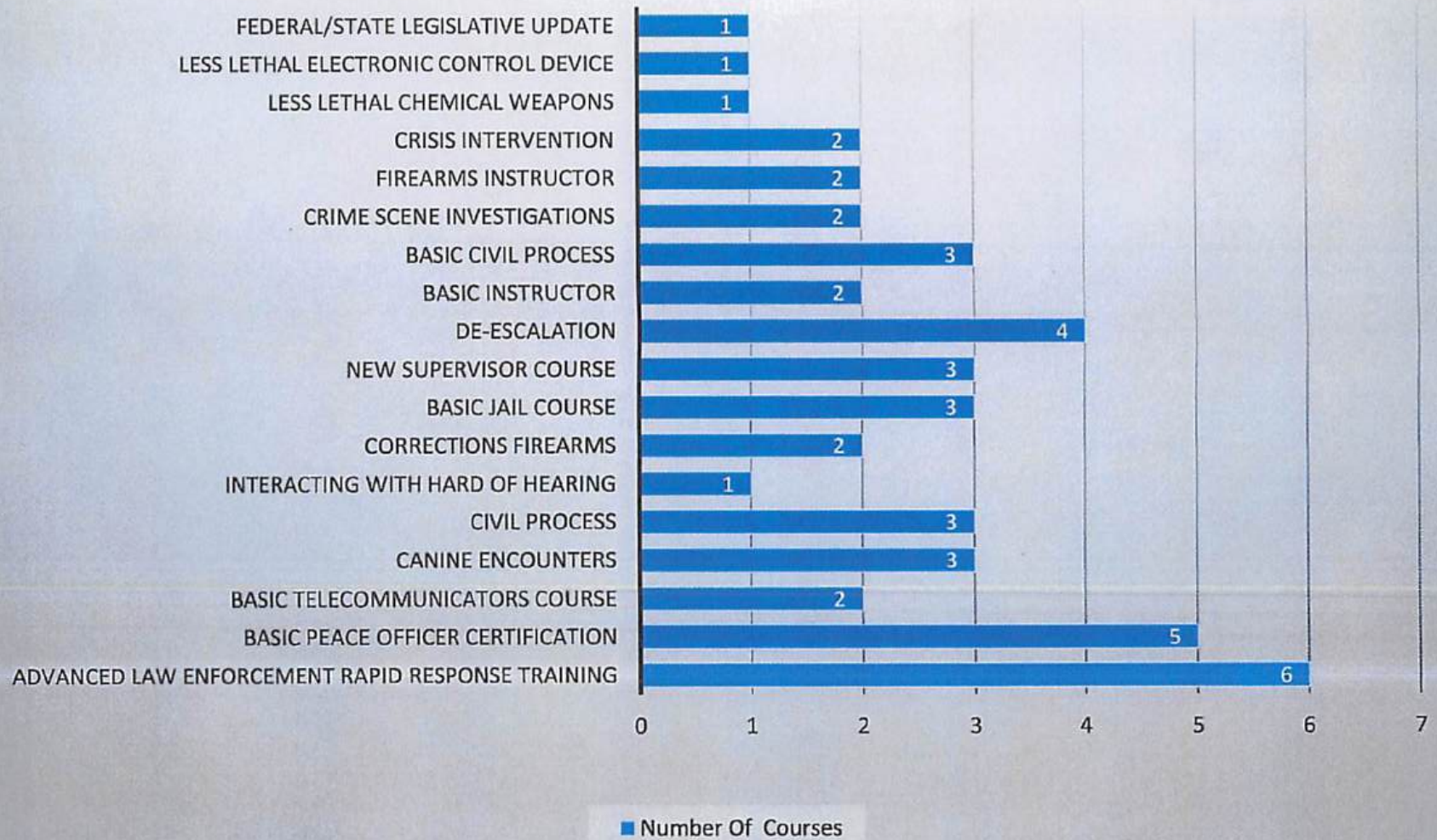
2024 CBCOG Law Enforcement Regional Training by County



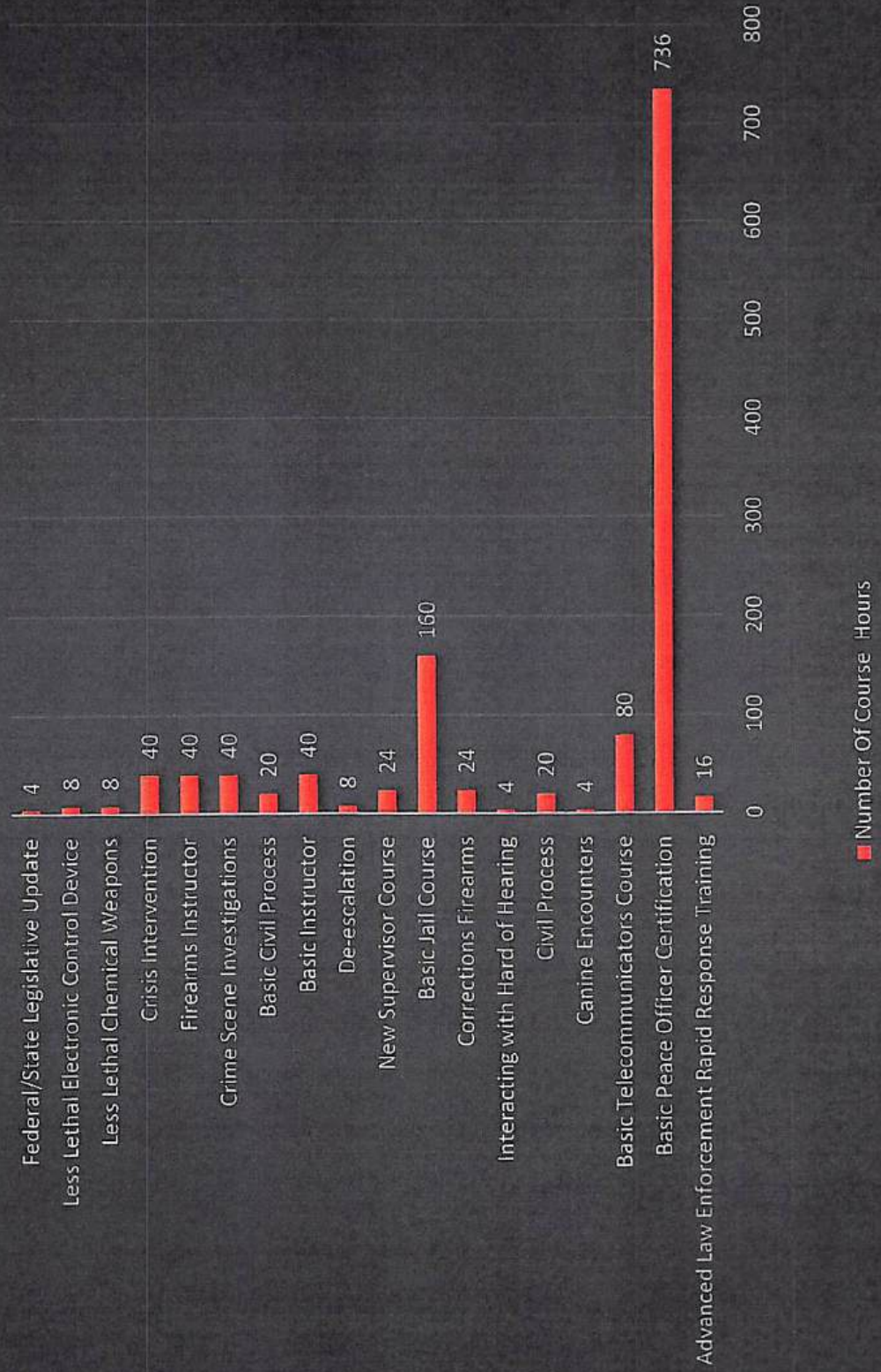
**Coastal Bend Council of Governments
Performance Measures Projections- Criminal Justice Training Academy
For Calendar Ending December 31, 2025**

	Number Of Courses	Number Of Course Hours	Number Of Students	Number Of Training Hours
Courses Provided				
Advanced Law Enforcement Rapid Response Training	6	16	15	1,440
Basic Peace Officer Certification	5	736	10	36,800
Basic Telecommunicators Course	2	80	10	1,600
Canine Encounters	3	4	10	120
Civil Process	3	20	10	600
Interacting with Hard of Hearing	1	4	10	40
Corrections Firearms	2	24	15	720
Basic Jail Course	3	160	10	4,800
New Supervisor Course	3	24	15	1,080
De-escalation	4	8	10	320
Basic Instructor	2	40	15	1,200
Basic Civil Process	3	20	10	600
Crime Scene Investigations	2	40	10	800
Firearms Instructor	2	40	10	800
Crisis Intervention	2	40	10	800
Less Lethal Chemical Weapons	1	8	15	120
Less Lethal Electronic Control Device	1	8	15	120
Federal/State Legislative Update	1	4	15	60
Totals	46	1276	215	52,020

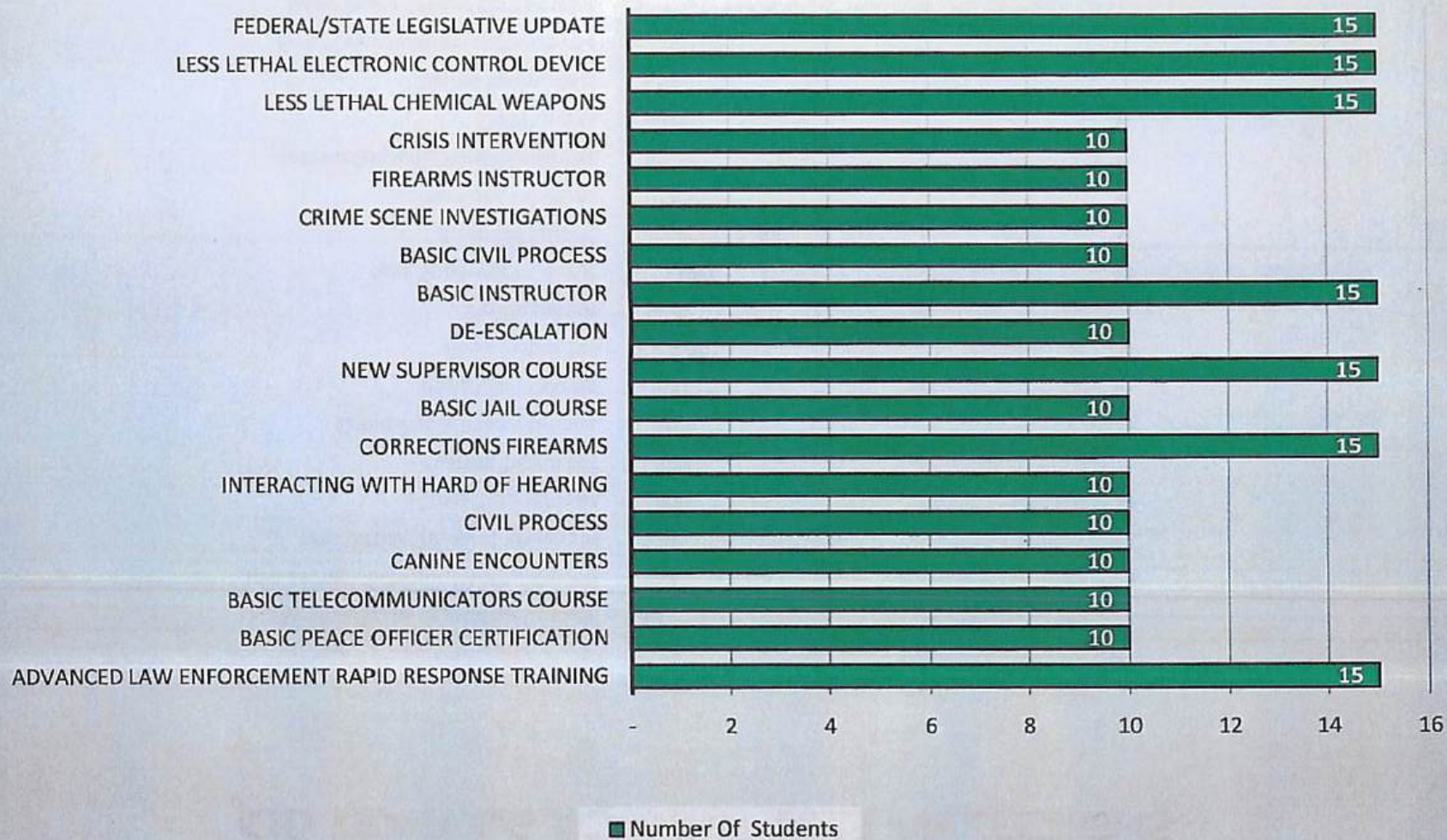
CJD Training Academy 2025 Projections



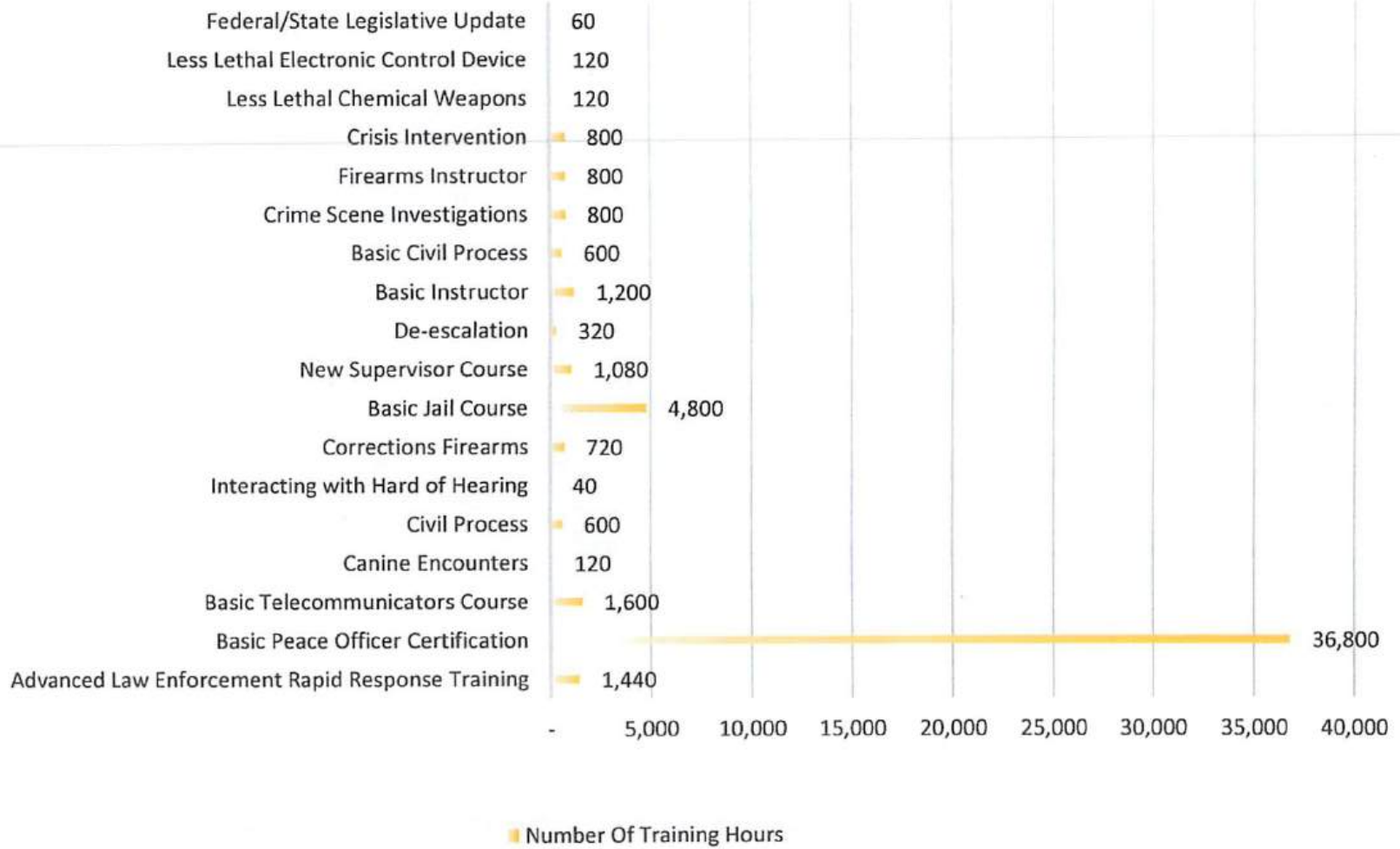
CJD Training Academy 2025 Projections



CJD Training Academy 2025 Projections



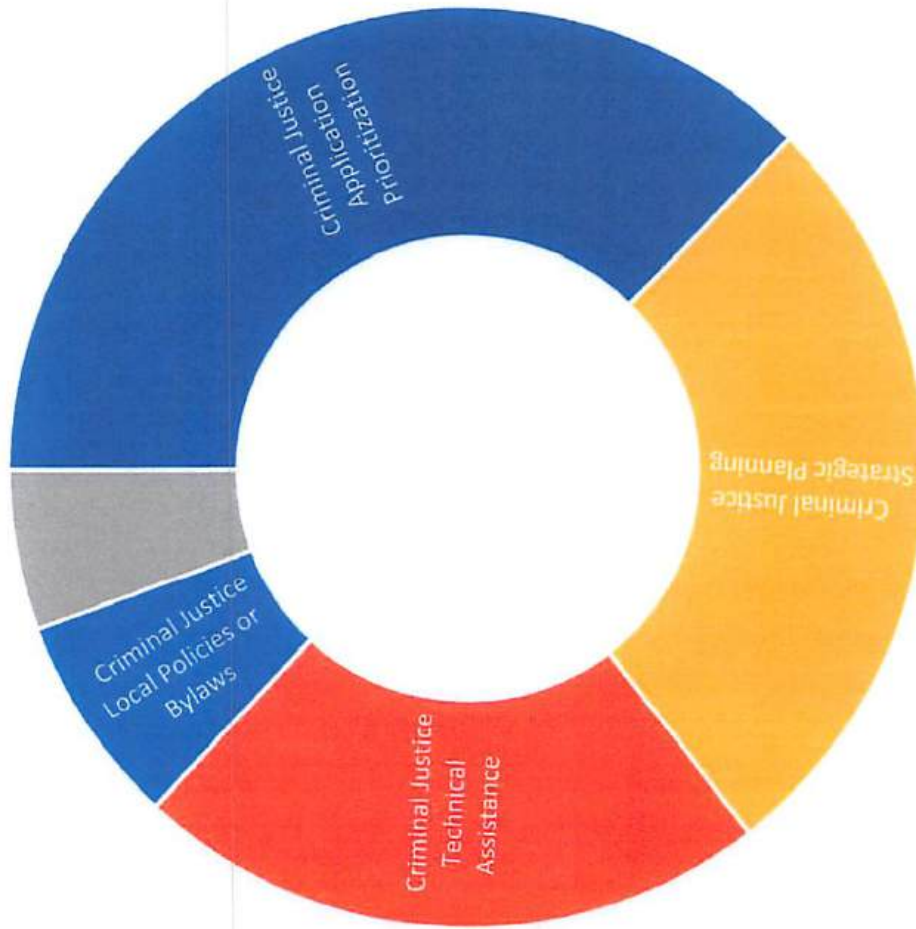
CJD TRAINING ACADEMY 2025 PROJECTIONS



**Coastal Bend Council of Governments
Performance Measures Projections- Criminal Justice
For Calendar Ending December 31, 2025**

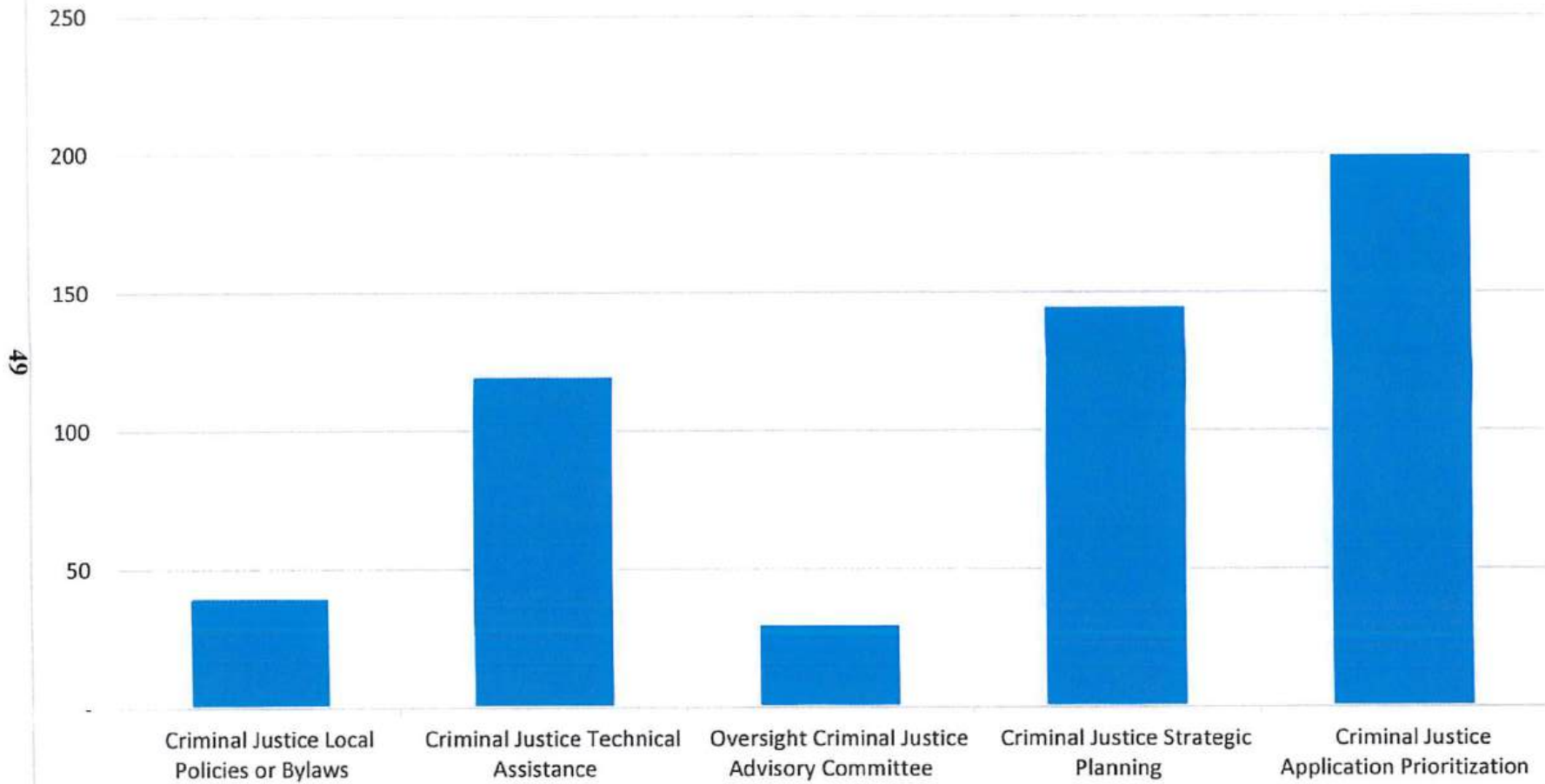
	Number Of hours Provided
Services Provided	
Criminal Justice Local Policies or Bylaws	40
Criminal Justice Technical Assistance	120
Oversight Criminal Justice Advisory Committee	30
Criminal Justice Strategic Planning	145
Criminal Justice Application Prioritization	200

Criminal Justice - Number of Hours Provided



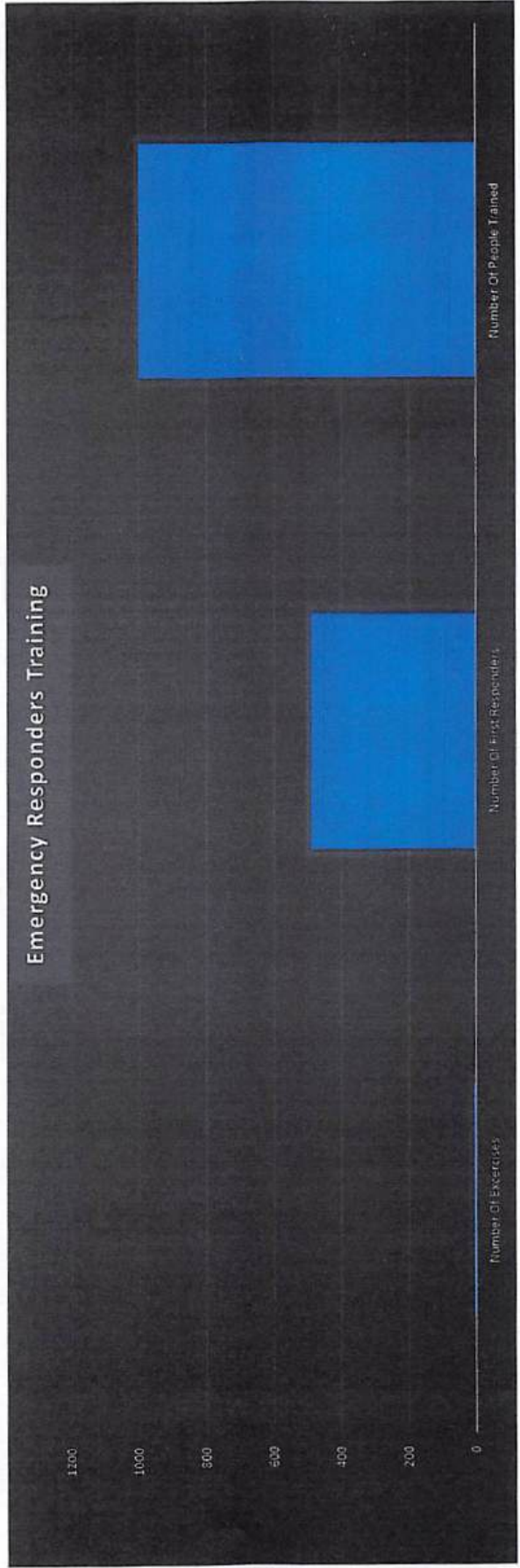
- Criminal Justice Local Policies or Bylaws
- Criminal Justice Technical Assistance
- Oversight Criminal Justice Advisory Committee
- Criminal Justice Strategic Planning
- Criminal Justice Application Prioritization

Criminal Justice - Number of Hours Provided

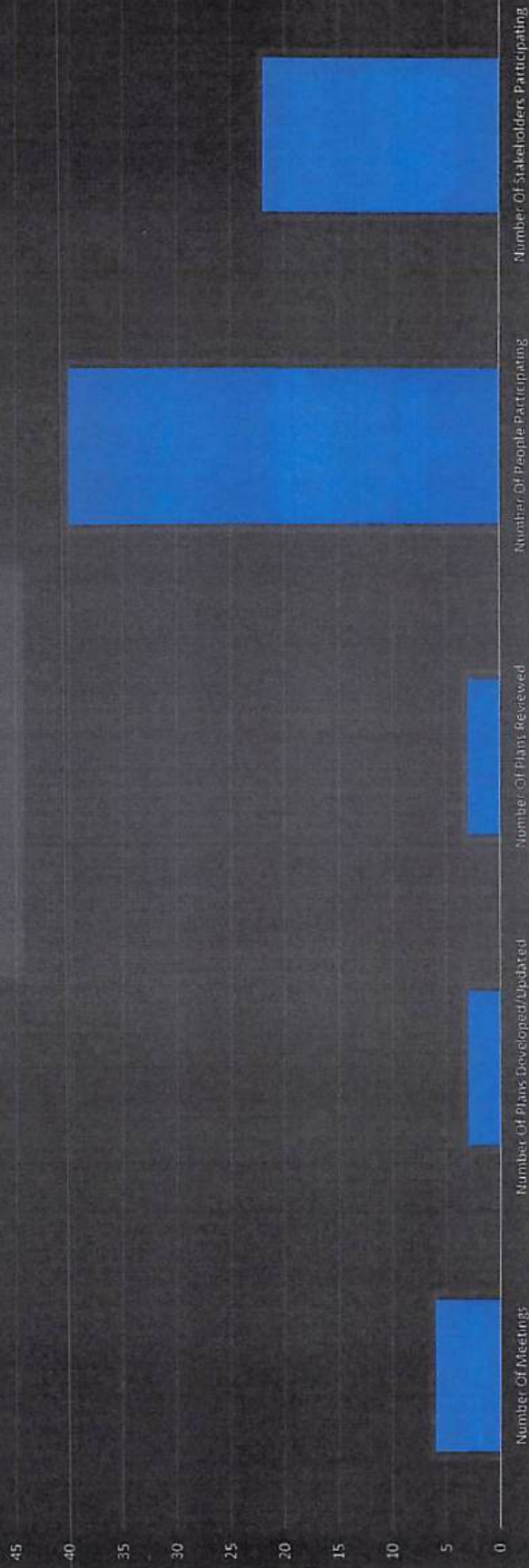


**Coastal Bend Council of Governments
 Performance Measures Projections- Homeland Security
 For Calendar Ending December 31, 2025**

	Number Of Exercices	Number Of First Responders	Number Of People Trained		
Training Provided					
Emergency Responders Training	5	490	1,000		
	Number of Meetings	Number of Plans Developed/ Updated	Number of Plans Renewed	Number of People Participating	Number of Stakeholders Participating
Planning and coordination	6	3	3	40	22



Planning and coordination



Special Revenue Fund Budget

CBC  G

Established in 1966

Coastal Bend Council of Governments
Schedule of Expenditures & Revenues -Special Revenue Fund
9-1-1 Network Program
For Calendar Year Ending December 31, 2025

Administrative Expenditures	
Salaries & Paid Time Off	\$ 44,877
Indirect Costs	10,901
Health, Retirement, & Other Benefits	15,439
Rental Space	6,868
Utilities	1,020
Training	1,500
Accounting & Payroll Services	35,659
Auditing Services	7,875
Dues & Subscriptions	300
Maintenance & Repairs	-
Office Supplies/Equipment/Furniture/Software	900
Travel	1,500
Telecommunications	857
Postage & Freight	-
Advertisements/Ed Material	11
Reproduction Costs & Mail out Services	135
Contractual Services	1,672
Insurance	439
Total Administrative Expenditures	\$ 129,953
Operating Expenditures	
Salaries & Paid Time Off	\$ 387,392
Indirect Costs	94,097
Health, Retirement, & Other Benefits	142,637
Rental Space	16,596
Utilities	2,340
Training	4,150
Dues & Subscriptions	3,310
Maintenance & Repairs	1,000
Office Supplies/Equipment/Furniture/Software	9,167
9-1-1 Recognition	8,000
Travel	13,500
Telephone	12,690
Postage & Freight	450
Reproduction Costs	325
Contractual Services	29,895
Insurance	3,254
ESInet Costs	164,026
NG 9-1-1 Core Services	363,257
GIS	94,290
PSAP Room Prep	33,700
MIS Data Analytics	49,788
Maintenance- Equipment	274,743
PSAP Supplies	20,000
9-1-1 Advertising & Public Education Material	7,500
PSAP Training	10,000
PSAP Legacy Network	145,591
PSAP Services	1,010
Text to 9-1-1	25,500
Network Reliability	104,964
Ancillary Maintenance	46,596
Equipment	-
Total Operating Expenditures	\$ 2,069,768
Total Expenditures	\$ 2,199,721
Revenue	
9-1-1 State Funds	\$ 2,199,721
Total Revenue	\$ 2,199,721

CBC  G

Established in 1966

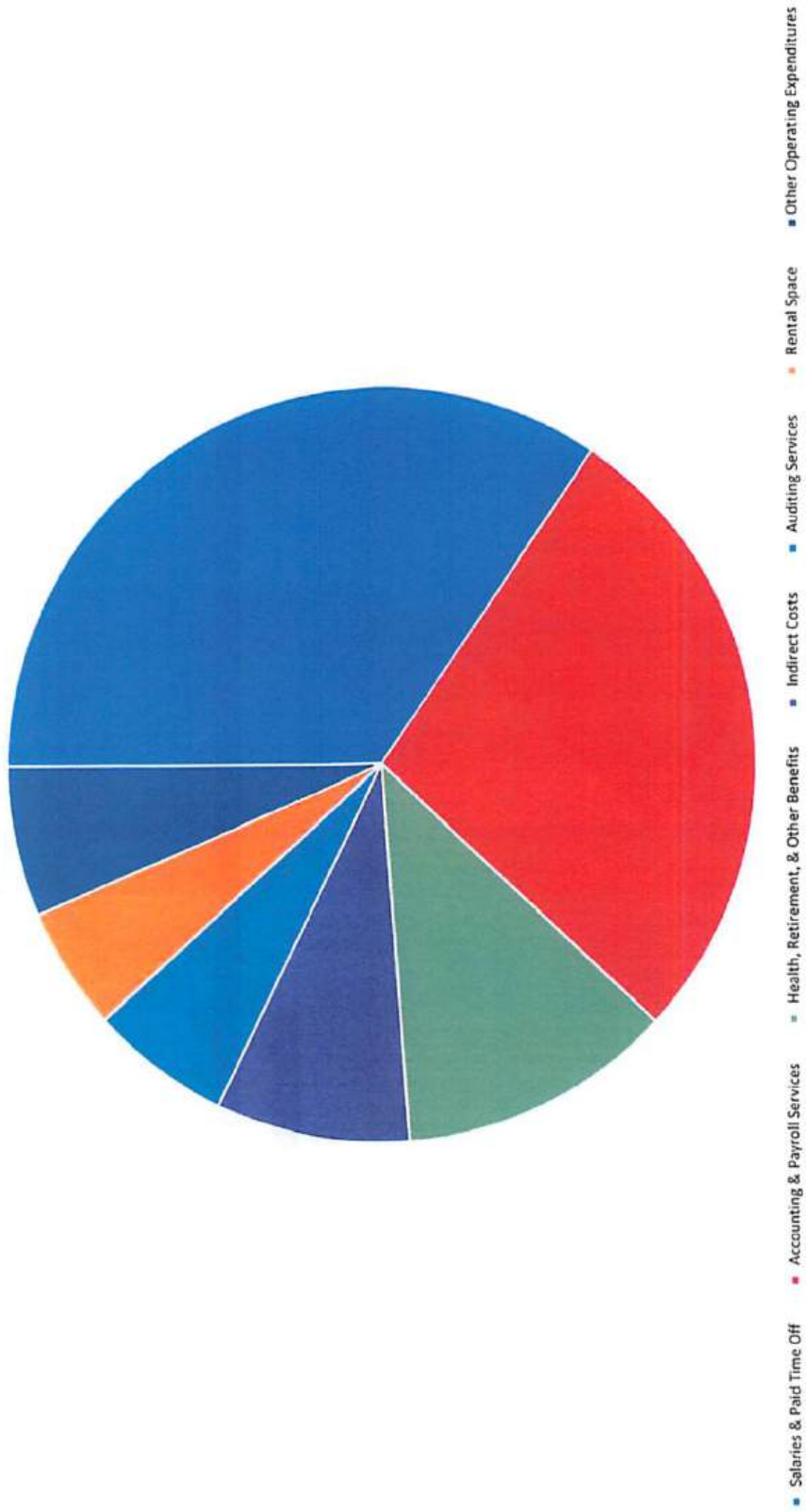
Special Revenue Fund

Pie Charts/Graphs

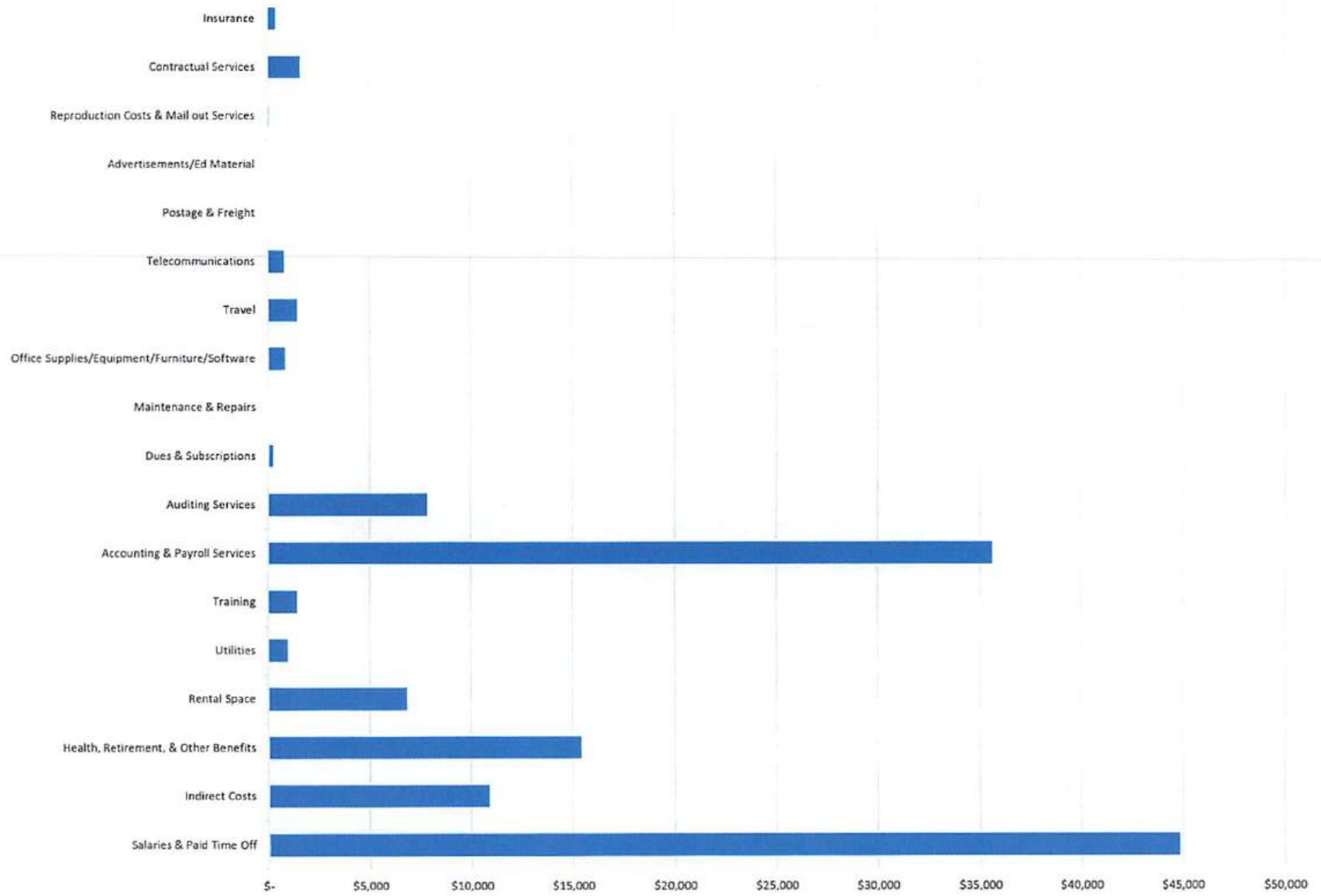
CBC  G

Established in 1966

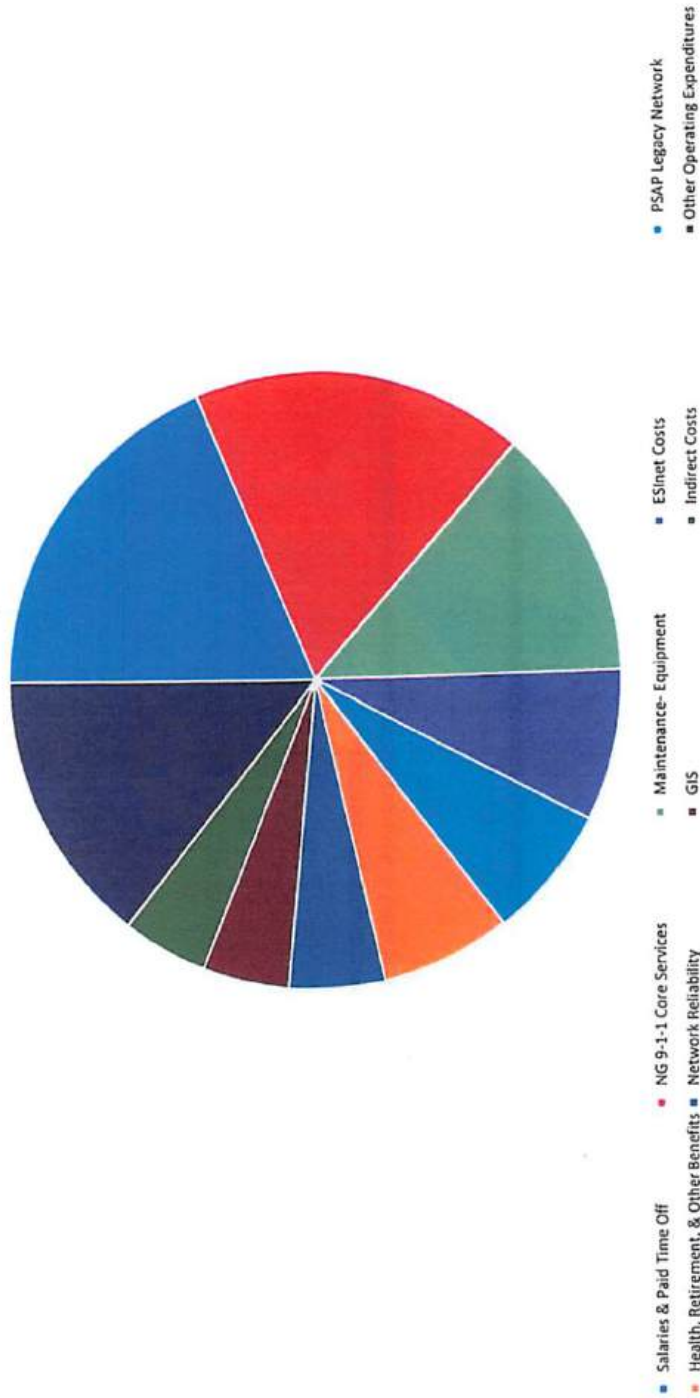
9-1-1 Administrative Expenditures



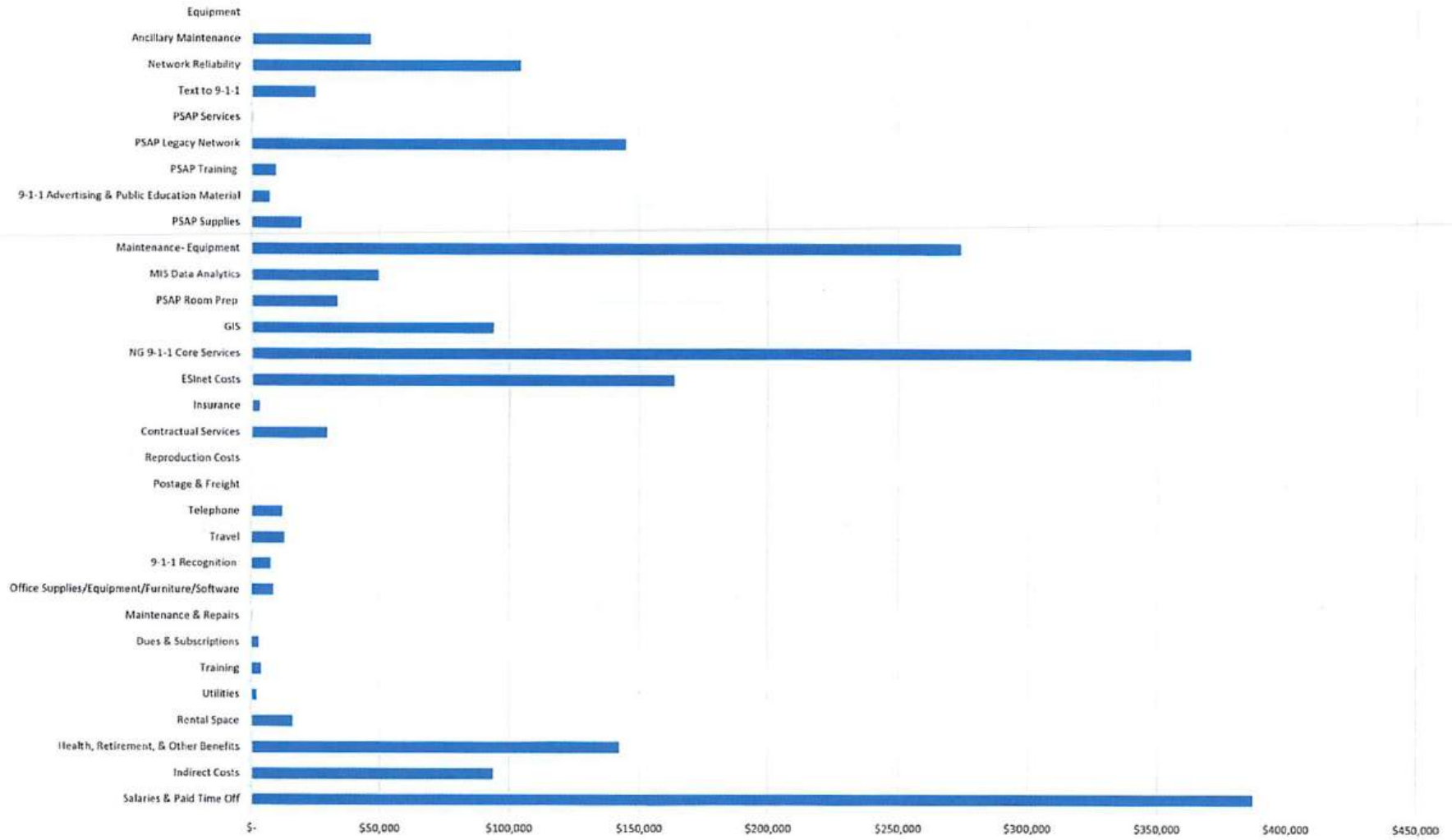
9-1-1 Administrative Expenditures



9-1-1 Operating Expenditures



9-1-1 Operating Expenditures



**Special Revenue Fund
Performance Measure
Projections**

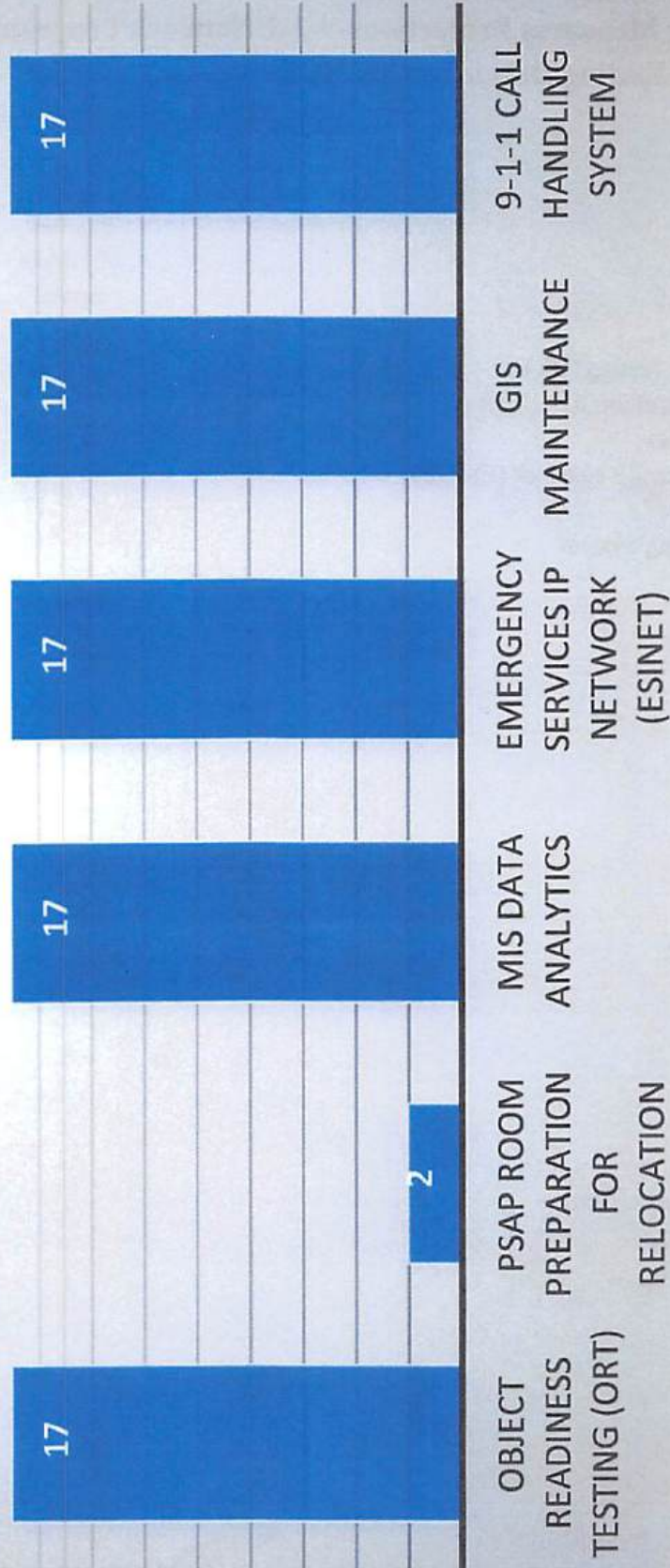
CBC  G

Established in 1966

**Coastal Bend Council of Governments
Performance Measures Projections-9-1-1 Network Program
For Calendar Ending December 31, 2025**

	Number of PSAPs Served
Services Provided	
Object Readiness Testing (ORT)	17
PSAP Room Preparation for relocation	2
MIS Data Analytics	17
Emergency Services IP Network (ESINET)	17
GIS Maintenance	17
9-1-1 Call Handling System	17

Number of PSAPs Served



Coastal Bend Council of Governments
 Performance Measures Projections- 9-1-1 Network Deliverables
 For Calendar Ending December 31, 2025

GIS/Mapping	
Year	Total GIS Errors
Jan-19	111,998
Dec-19	16,982
2020	1762
2021	1145
2022	1119
2023	2272
2024	565
2025	644

Education			
PSAP	# of Attendees	PSAP	# of Attendees
ALICE PD	3	KINGSVILLE PD	3
ARANSAS SAFETY	10	KLEBERG CO	8
BROOKS CO	4	LIVE OAK CO/Bee SO	21
Duval/Kingsville	7	MATHIS PD	4
Kingsville/Robstown	4	PORT ARANSAS PD	8
CBCOG SCC Admin	6	REFUGIO CO	9
CBCOG Admin	4	ROBSTOWN PD/Duval	3
INGLESIDE PD	7	SAN PATRICIO CO	10
JIM WELLS CO	6		

9-1-1 Calls During Calendar Year 1/1/2023 - 12/31/2023

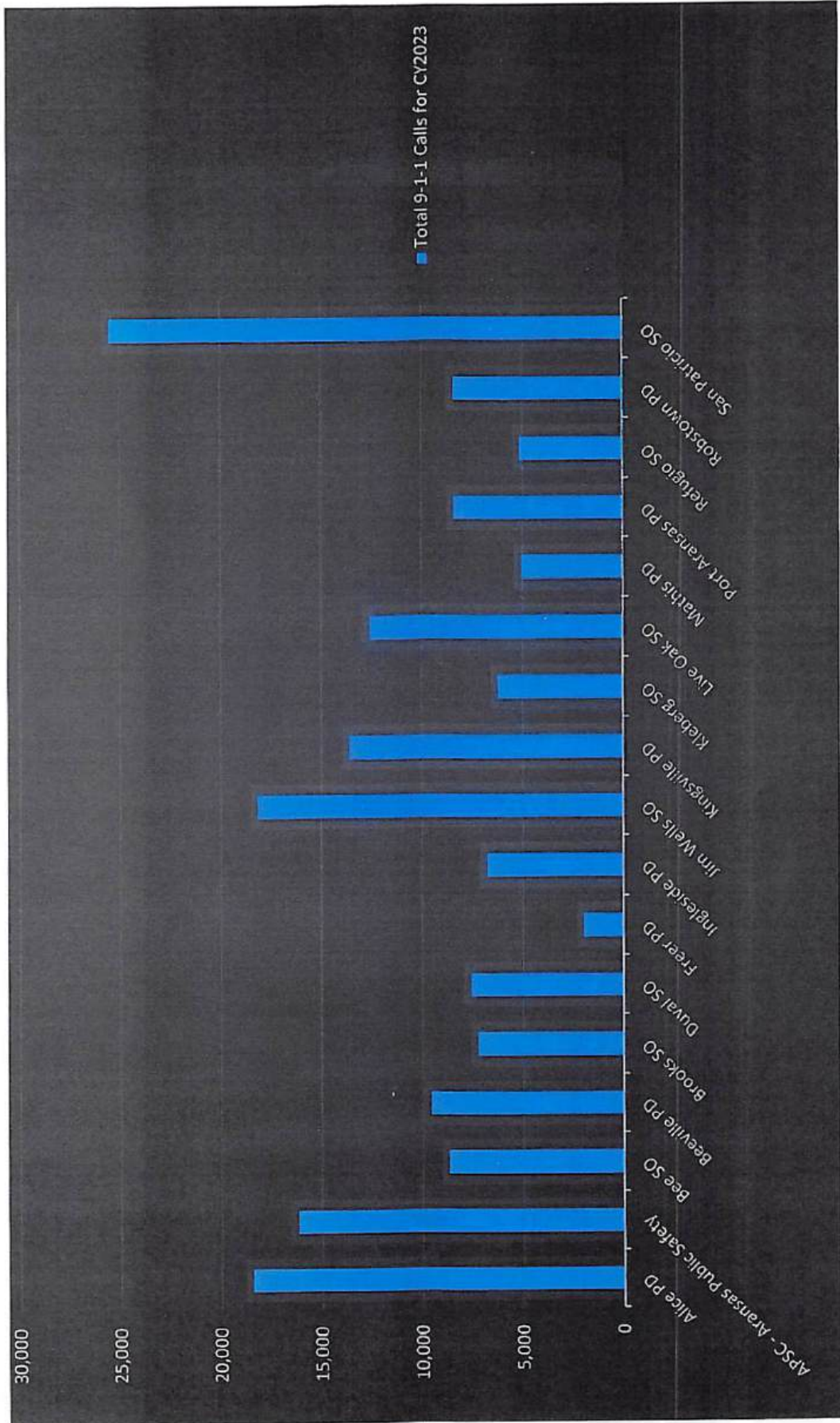
PSAP Name	911 Calls	911 Abdn	Total 911 Calls	911 Abdn Percentage	Average Call Duration
Alice PD	14,037	4,382	18,419	23.79%	55.4
APSC - Aransas Public Safety	14,876	1,517	16,193	9.37%	102
Bee SO	6,771	1,905	8,676	21.96%	70.2
Beeville PD	7,879	1,700	9,579	17.75%	53.9
Brooks SO	5,869	1,353	7,222	18.73%	79.9
Duval SO	6,113	1,446	7,559	19.13%	52.2
Freer PD	1,493	467	1,960	23.83%	67.1
Ingleside PD	5,626	1,123	6,749	16.64%	59.6
Jim Wells SO	12,216	5,946	18,162	32.74%	54.9
Kingsville PD	11,415	2,179	13,594	16.03%	57.9
Kleberg SO	5,048	1,169	6,217	18.80%	59.7
Live Oak SO	10,621	1,962	12,583	15.59%	70.3
Mathis PD	4,010	1,030	5,040	20.44%	72
Port Aransas PD	7,132	1,252	8,384	14.93%	50.5
Refugio SO	4,217	908	5,125	17.72%	83
Robstown PD	6,286	2,125	8,411	25.26%	61
San Patricio SO	20,040	5,468	25,508	21.44%	55.9
Total	143,449	35,932	179,381	20.03%	64.1

9-1-1 Calls During Calendar Year 1/1/2024 - EOD 11/7/2024

PSAP Name	911	911 Abdn	Total 911 Calls	911 Abdn Percentage	Average Call Duration
Alice PD	11,399	2,613	14,212	19.79%	83.3
APSC - Aransas Public Safety	11,186	624	12,010	6.86%	115.1
Bee SO	5,409	931	6,340	14.68%	81.9
Beeville PD	6,552	966	7,518	12.85%	56.7
Brooks SO	4,615	659	5,274	12.50%	111.4
Duval SO	4,366	681	5,047	13.49%	63.3
Freer PD	1,377	199	1,576	12.63%	61.5
Ingleside PD	3,356	443	3,802	11.65%	90.6
Jim Wells SO	9,694	2,884	12,578	22.93%	99.9
Kingsville PD	8,907	1,304	10,211	12.77%	64.5
Kleberg SO	3,582	551	4,133	13.33%	104.5
Live Oak SO	7,712	691	8,403	8.22%	97
Mathis PD	3,369	523	3,892	13.44%	97.5
Port Aransas PD	4,943	712	5,655	12.59%	76.7
Refugio SO	3,471	402	3,873	10.38%	94.9
Robstown PD	5,727	987	6,714	14.70%	106.8
San Patricio SO	16,050	2,770	18,820	14.72%	77.1
Total	111,718	18,340	130,058	14.10%	87.5

TOTAL GIS ERRORS





9-1-1 Calls (2023)

30,000

25,000

20,000

15,000

10,000

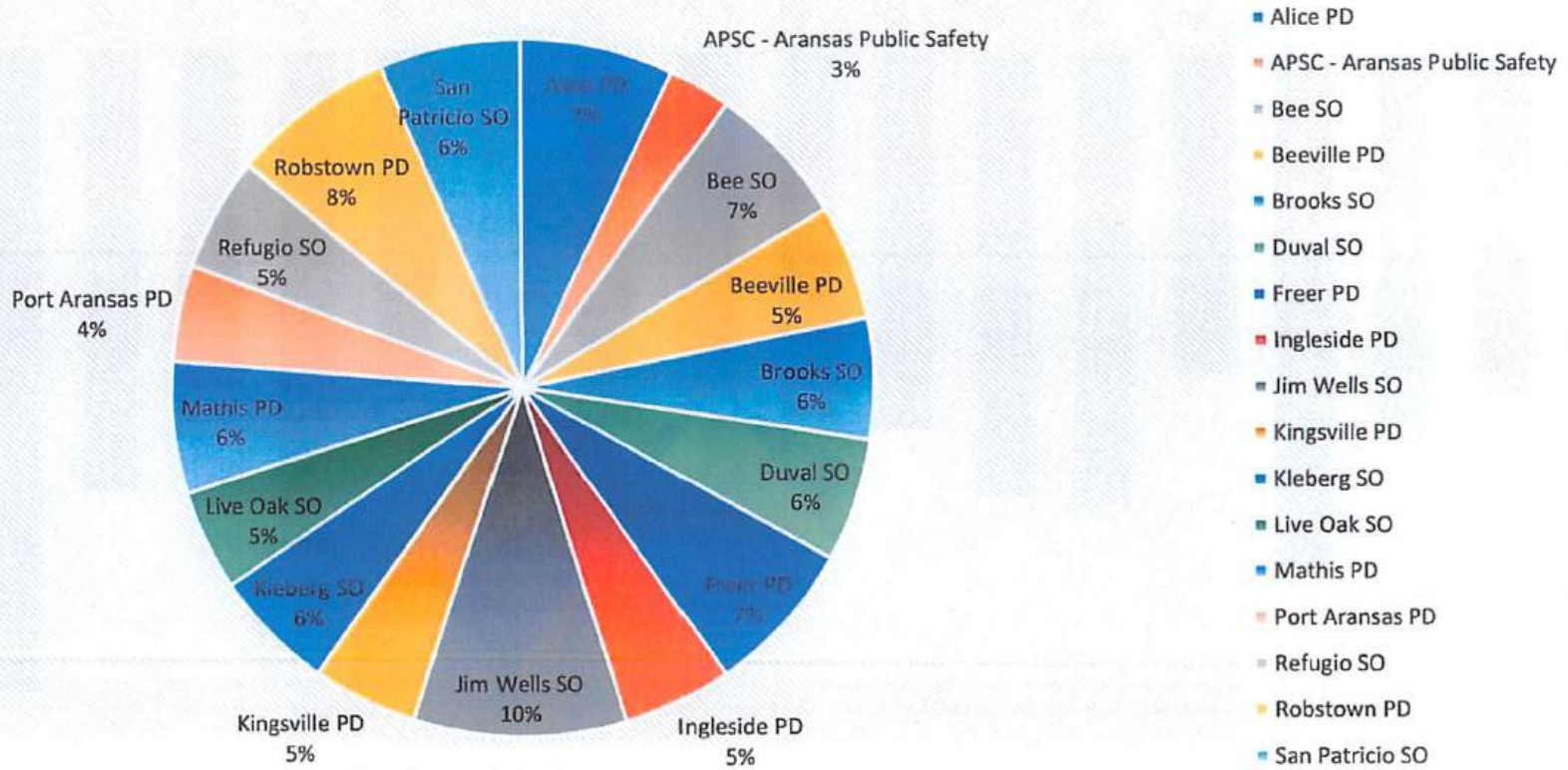
5,000

0

AXIS TITLE

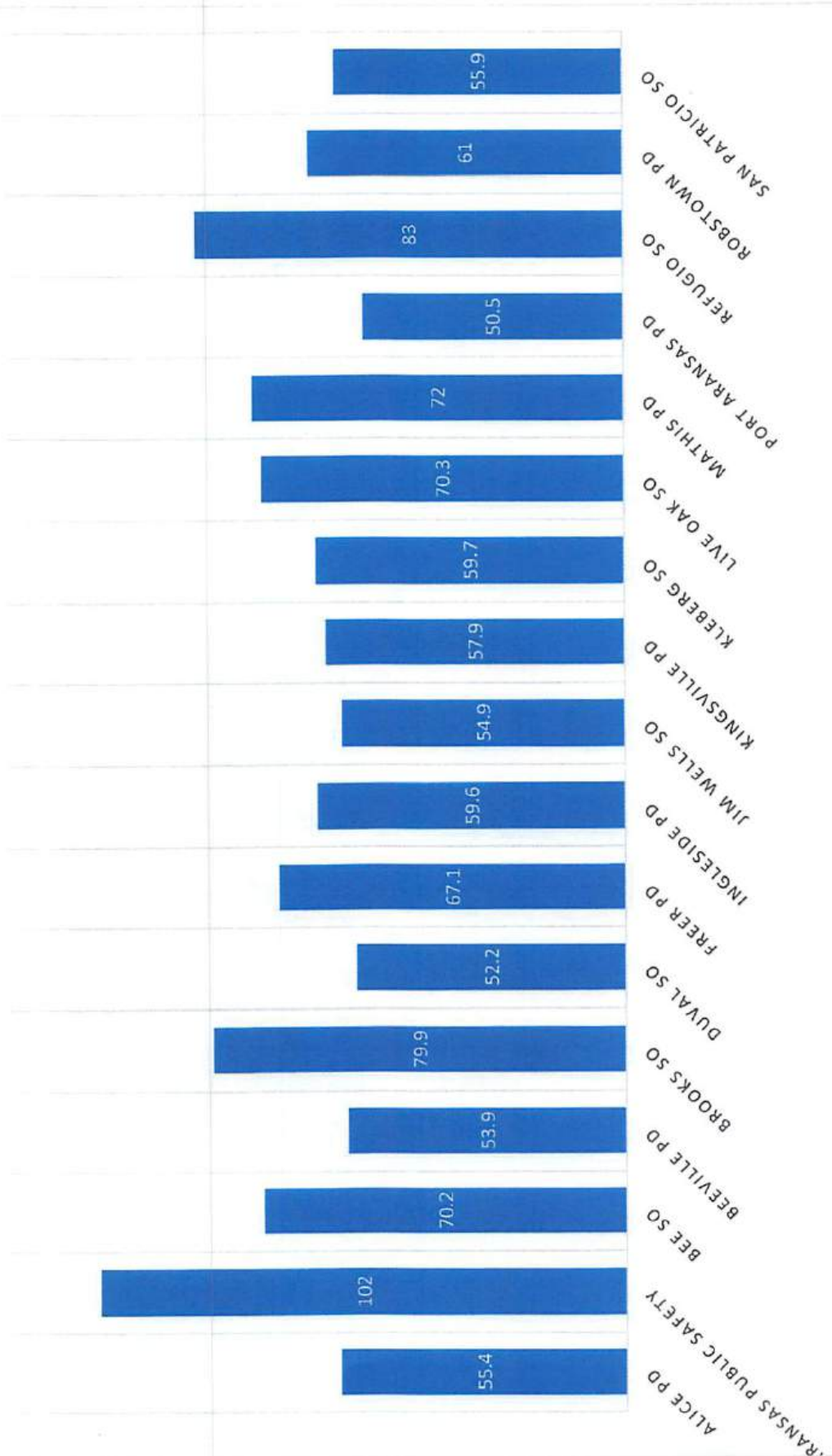
	Alice PD	APSC - Arkansas Public Safety	Bee SO	Beeville PD	Brooks SO	Duval SO	Freer PD	IngleSide PD	Jim Wells SO	Kingsville PD	Kleberg SO	Live Oak SO	Miathis PD	Port Arkansas PD	Refugio SO	Robstown PD	San Patricio SO
911 Abdr	4,382	1,517	1,905	1,700	1,353	1,446	467	1,123	5,946	2,179	1,169	1,962	1,030	1,252	908	2,125	5,468
911 Calls	14,037	14,676	6,771	7,879	5,869	6,113	1,495	5,626	12,216	11,415	5,048	10,621	4,010	7,132	4,217	6,286	20,040

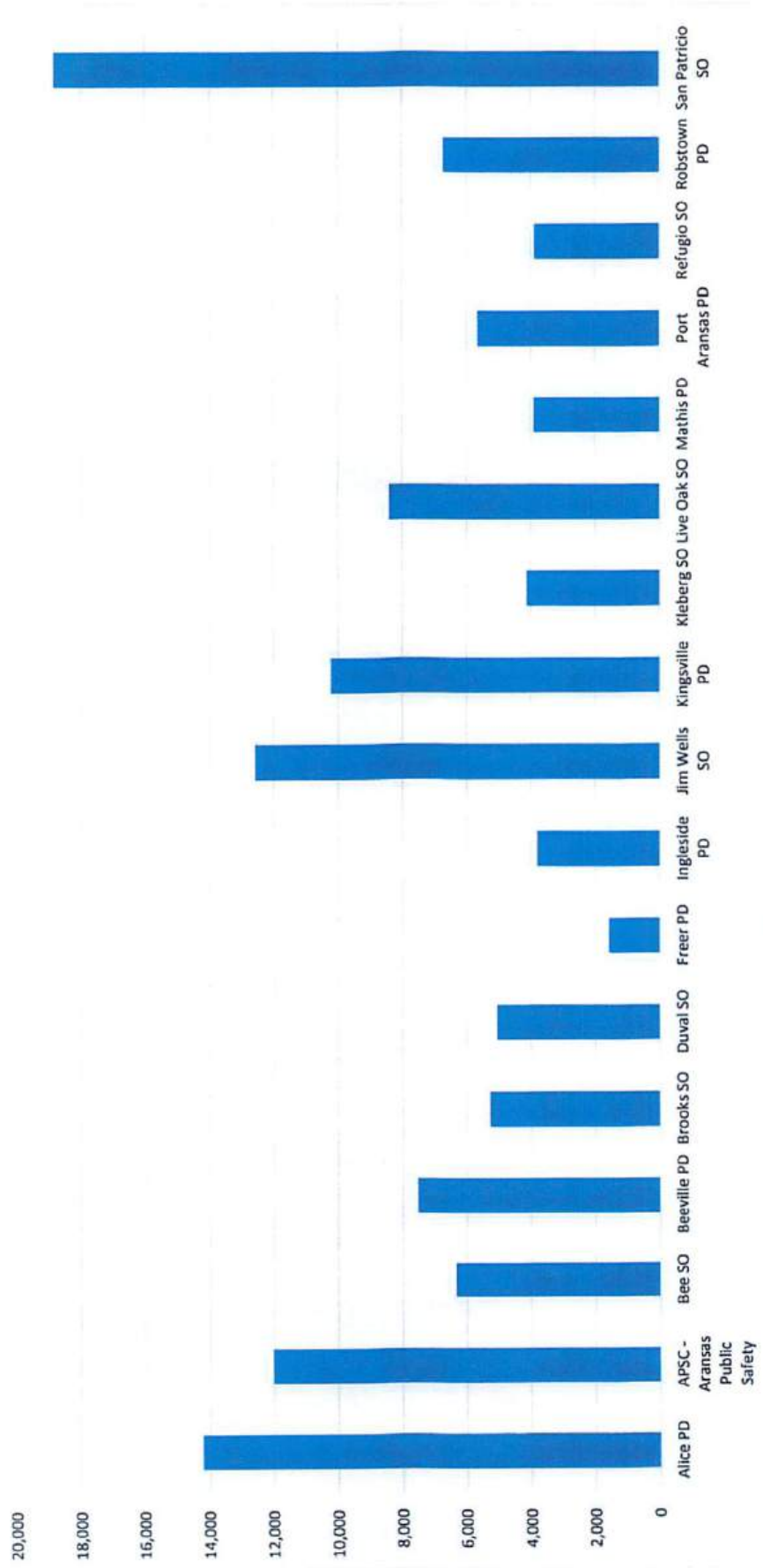
911 Abdn Percentage for CY2023



9-1-1 CALLS (2023)

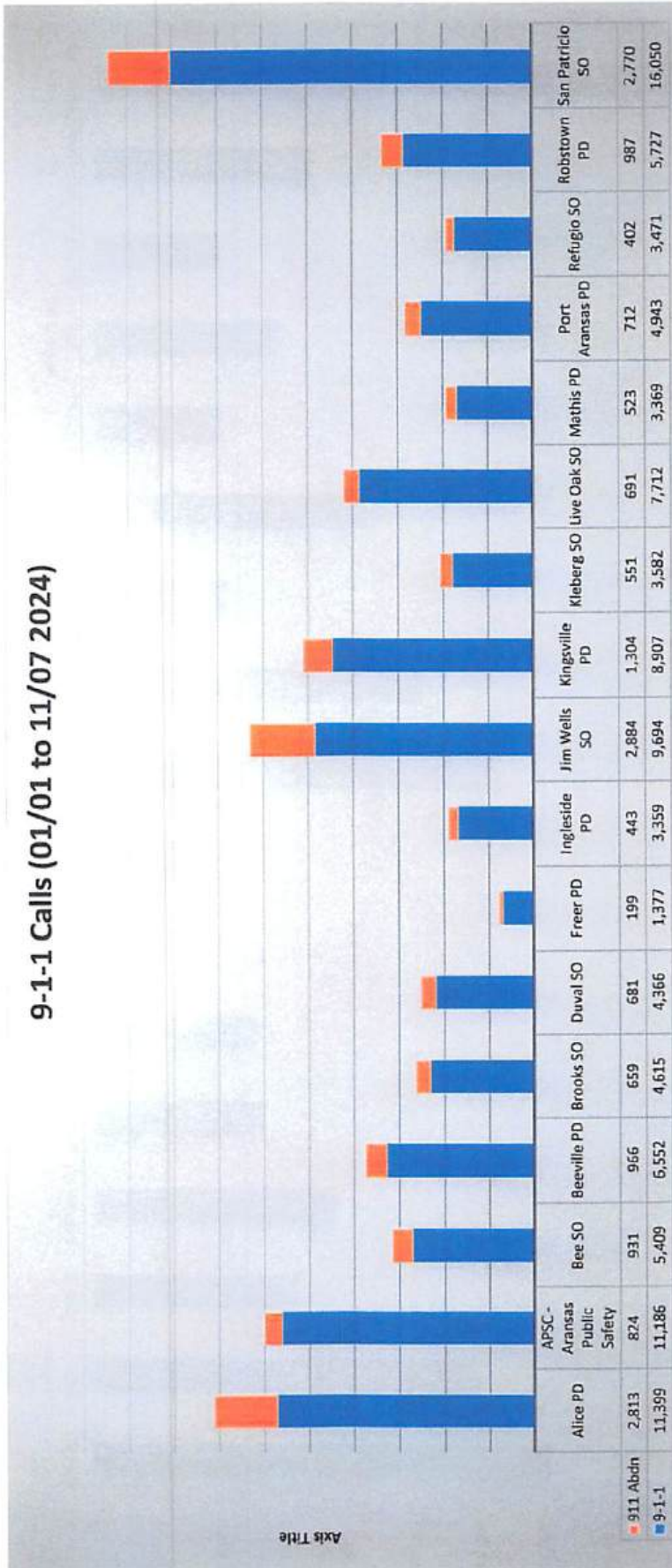
■ Average Call Duration



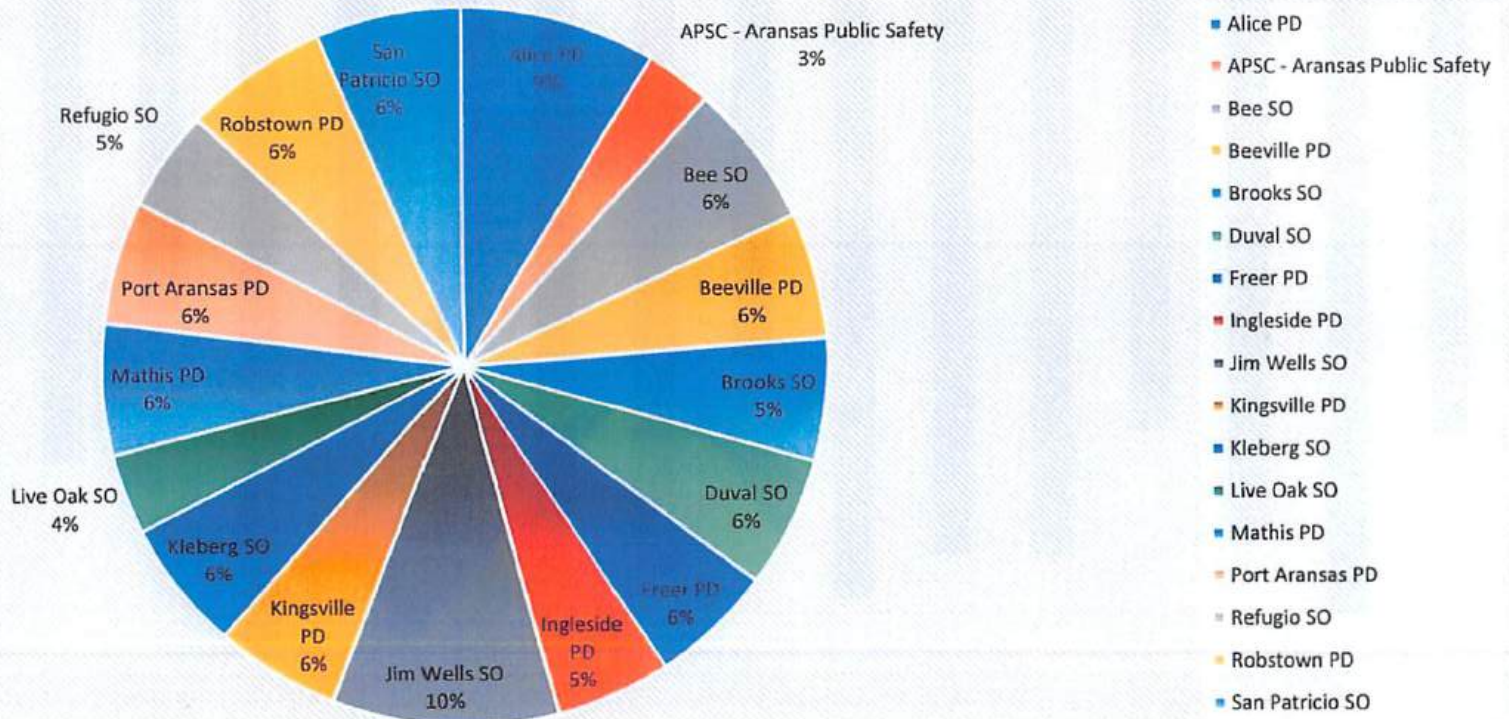


■ Total 9-1-1 Calls for Jan 1 - Nov 7, 2024

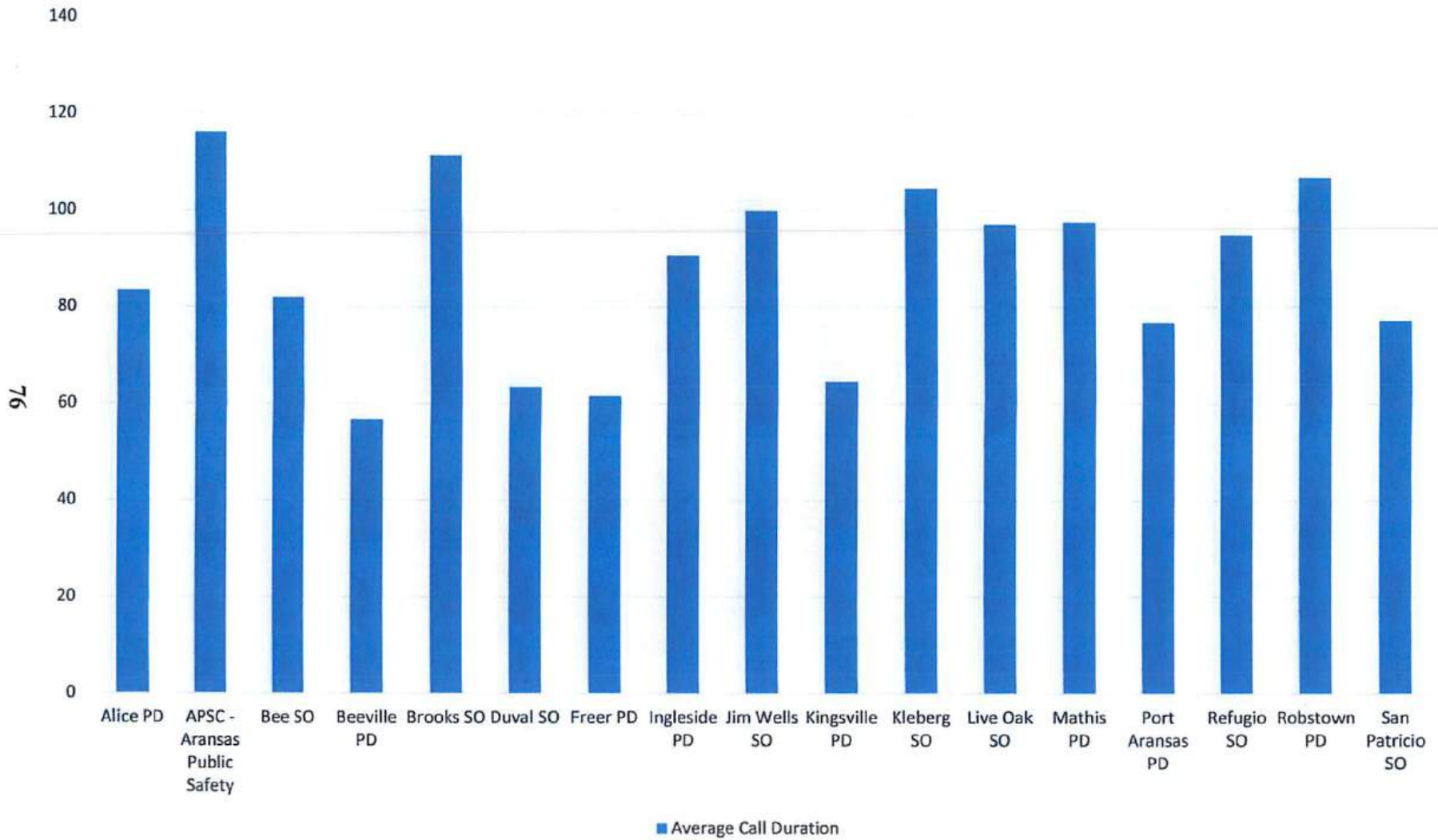
9-1-1 Calls (01/01 to 11/07 2024)



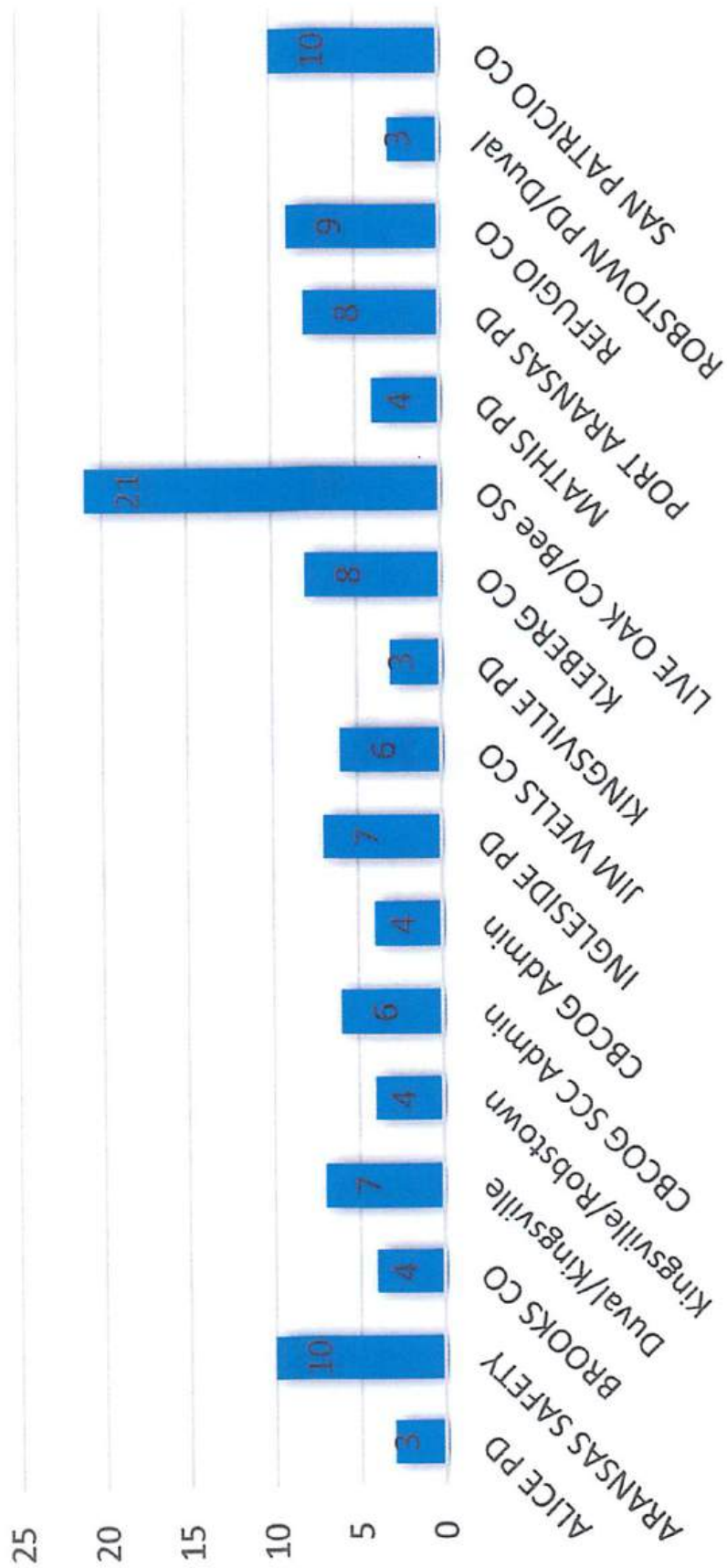
911 Abdn Percentage for Jan 1, 2024 - Nov 7, 2024



9-1-1 Calls (01/01 to 11/07 2024)



of Attendees



CBC  G

Established in 1966

Indirect Costs
For
Administration/Finance

**Coastal Bend Council of Governments
Schedule of Indirect Cost Allocation Plan & Indirect Cost Rate
For Calendar Year Ending December 31, 2025**

Indirect Costs:

Salaries	\$ 343,535	
Paid Time Off Rate @ 22.72%	78,051	
Fringe Benefits	<u>144,090</u>	
Total Personnel Costs		\$ 565,676
Travel		8,627
Office Supplies/Furniture/Software		14,212
Rental Space		97,509
Utilities		18,385
Reproduction Costs		985
Printing & Publications		938
Insurance		6,669
Maintenance & Repairs		12,100
Telecommunications		13,498
Postage & Freight		6,353
Dues & Subscriptions		12,564
Conferences & Meetings		10,780
Training & Professional Development		20,701
Contract IT Services		44,062
Auditing Services		1,440
Depreciation		<u>15,610</u>
Subtotal of Indirect Costs		850,109
Less personnel costs charged to CSCAP (Note 1)		(117,598)
Less operating expenditures charged to CSCAP (Note 2)		<u>(20,110)</u>
Net Indirect Costs	(A)	<u>\$ 712,401</u>

Base for Allocation of Indirect Costs:

Direct Salaries for Full-time employees	\$ 1,327,562
Paid Time Off Rate for Full-time employees \$1,327,562 @ 22.72%	301,622
Direct Salaries for Part-time employees	<u>125,632</u>
Total Direct Personnel Costs	(B) <u>\$ 1,754,816</u>

Indirect Cost Fixed Rate With A Carryforward:

(A)	Net Indirect Costs	\$ 712,401		
			=	<u>40.60%</u>
(B)	Total Direct Personnel Costs	\$ 1,754,816		

Note (1): Personnel costs associated with processing payroll, accounts payable, accounts receivable billing, and management advisory services for the grant programs are part of the Coastal Bend Council of Governments' Cost Allocation Plan (CSCAP). These costs will be allocated to the grant programs in the CSCAP.

Note (2): Rent, utilities, telephone, and supplies associated with the services provided in the Coastal Bend Council of Governments' Central Service Cost Allocation Plan (CSCAP) will be allocated to the grant programs in this plan.

Coastal Bend Council of Governments
Comparison of Indirect Costs Allocation Plans & Indirect Costs Rates
For Calendar Years Ending December 31, 2025, 2024

Indirect Costs	Proposed 2025	Approved 2025 (Note 3)	Proposed 2024	Approved 2024 (Note 2)	Estimated 2024 (Note 1)
Indirect Salaries	\$ 343,535	\$ 202,658	\$ 373,653	\$ 256,053	\$ 265,699
Paid Time Off & Fringe Benefits	222,141	155,624	213,070	178,706	164,822
Total Personnel Costs	\$ 565,676	\$ 358,282	\$ 586,723	\$ 434,759	\$ 430,521
Travel	8,627	4,634	2,064	591	5,843
Office Supplies/Equip./Furniture/Software	14,212	5,663	6,694	9,503	13,171
Rental Space	97,509	26,663	31,112	23,818	43,616
Utilities	18,385	17,892	18,152	18,152	14,385
Reproduction Costs	985	3,083	3,141	3,141	3,261
Printing and Publications	938	1,262	1,551	978	3,072
Insurance	6,669	4,292	5,124	4,830	4,300
Maintenance & Repairs	12,100	4,962	7,912	3,685	11,516
Telecommunications	13,498	8,484	8,509	6,867	7,476
Postage and Freight	6,353	4,912	7,200	7,199	4,466
Dues & Subscriptions	12,564	10,063	11,665	11,666	10,849
Conferences & Meetings	10,780	1,532	5,743	1,049	3,511
Training & Professional Development	20,701	6,969	5,362	5,543	19,608
Contracted IT Services	44,062	1,474	83,827	2,108	31,981
Temporary Services	-	38,494	8,062	-	27,570
Auditing Services	1,440	993	993	940	1,249
Advertising Services	-	2,862	-	-	57
Depreciation	15,610	-	-	2,266	10,459
Under(Over) Recovery of Indirect Costs in Prior Year	-	(10,207)	-	8,409	-
Under(Over) Applied Paid Time Off	-	40,216	-	4,753	(66,523)
Subtotal Indirect Costs	\$ 850,109	\$ 532,525	\$ 793,834	\$ 550,257	\$ 580,388
Less, Indirect Cost Contributions	-	3,880	-	131	-
Less personnel costs charged to CSCAP	117,598	120,614	117,598	119,378	117,598
Less operating expenditures charged to CSCAP	20,110	20,110	20,110	20,110	20,110
Net Indirect Costs (A)	\$ 712,401	\$ 387,921	\$ 656,126	\$ 410,638	\$ 442,680
Direct Salaries	\$ 1,453,194	\$ 1,478,919	\$ 1,465,249	\$ 1,320,304	\$ 1,370,273
Paid Time Off	301,622	118,013	248,549	239,515	249,190
Total Direct Personnel Costs (B)	\$ 1,754,816	\$ 1,596,932	\$ 1,713,798	\$ 1,559,819	\$ 1,619,463
Indirect Cost Fixed Rates (A)/(B)	40.60%	24.29%	38.28%	26.33%	27.33%

Notes:

- 1 The Estimated 2024 amounts represent 8 months actual indirect costs and 4 months estimated indirect costs.
- 2 The Health and Human Services Commission (HHSC) approved an indirect costs rate of 26.33% for FY2024 based on the CBCOG's actual and audited FY2022 indirect costs rate. HHSC is the CBCOG's State Cognizant Agency who is responsible for reviewing, negotiating and approving their indirect costs allocation plans.
- 3 The Health and Human Services Commission (HHSC) approved an indirect costs rate of 24.29% for FY2025 based on the CBCOG's actual and audited FY2023 indirect costs rate.

**Coastal Bend Council of Governments
Central Service Cost Allocation Plan (CSCAP)
For Calendar Year Ending December 31, 2025**

Central Services

	<u>Payroll Processing</u>	<u>Accounts Payable Processing</u>	<u>Management Advisory Services</u>	<u>Accounts Receivable Billing</u>	Finance Department's Operating expenditures allocated to Central Services	Total Allocated Costs
	(1)	(1)	(1)	(1)	(2)	(3)
Department						
9-1-1 Program	\$ 6,864	\$ 21,025	\$ -	\$ -	\$ 4,309	\$ 32,198
Area Agency on Aging	17,337	23,138	1,958	24,669	10,773	77,875
Homeland Security	2,535	2,584	979	1,958	2,011	10,067
Solid Waste/Water Quality	1,152	2,155	979	1,306	719	6,311
EDA	3,456	1,442	979	698	2,154	8,729
Criminal Justice	922	598	-	864	144	2,528
Total	<u>\$ 32,266</u>	<u>\$ 50,942</u>	<u>\$ 4,895</u>	<u>\$ 29,495</u>	<u>\$ 20,110</u>	<u>\$ 137,708</u>

Notes:

(1) Bases for allocating Central Service Costs Services
Payroll Processing
Accounts Payable Processing
Management Advisory Services
Accounts Receivable Billing

Bases for Allocation
Number of employees
Number of accounts payable invoices processed
Direct hours
Direct hours

(2) Finance Department's operating expenditures such rent, utilities, telephone and supplies related to the central services were allocated based on the number of employees.

(3) Total allocated costs by department is reported in the General Fund's and Special Revenue Fund's Schedule of Expenditures & Revenues. If the billable rate for processing accounts payable is less than or greater than the actual rate, a refund or a charge will be issued/applied respectively to the individual grant programs.

**Coastal Bend Council of Governments
 Schedule of Paid Time Off & Rate
 for Employees Entitled to Paid Time Off
 For Calendar Year Ending December 31, 2025**

Full-Time Employees' Paid Time Off

Paid Time Off

Vacation Leave	\$ 134,524		
Sick Leave	99,439		
Holidays	<u>91,790</u>		
Total Released Time		(A)	\$ 325,753

Base for Allocation of Employee Paid Time Off

Gross Salaries	\$ 1,961,327		
Less Paid Time Off	<u>(325,753)</u>		
Total Chargeable Salaries		(B)	<u>\$ 1,635,574</u>

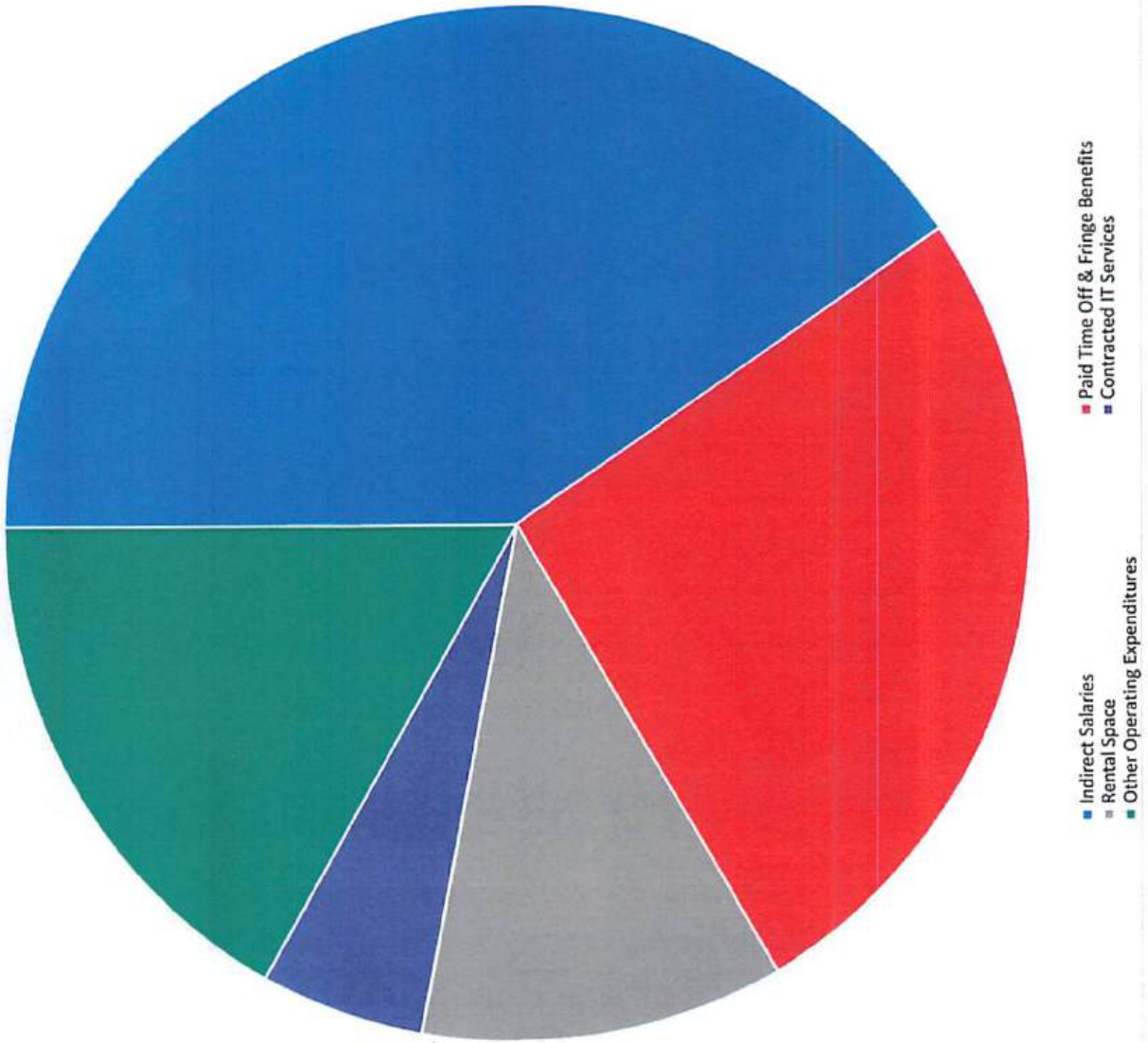
Employee Released Time Rate

(A) Total Employee Release Time	<u>\$ 325,753</u>	=	
(B) Total Chargeable Salaries	\$ 1,635,574		<u><u>19.92%</u></u>

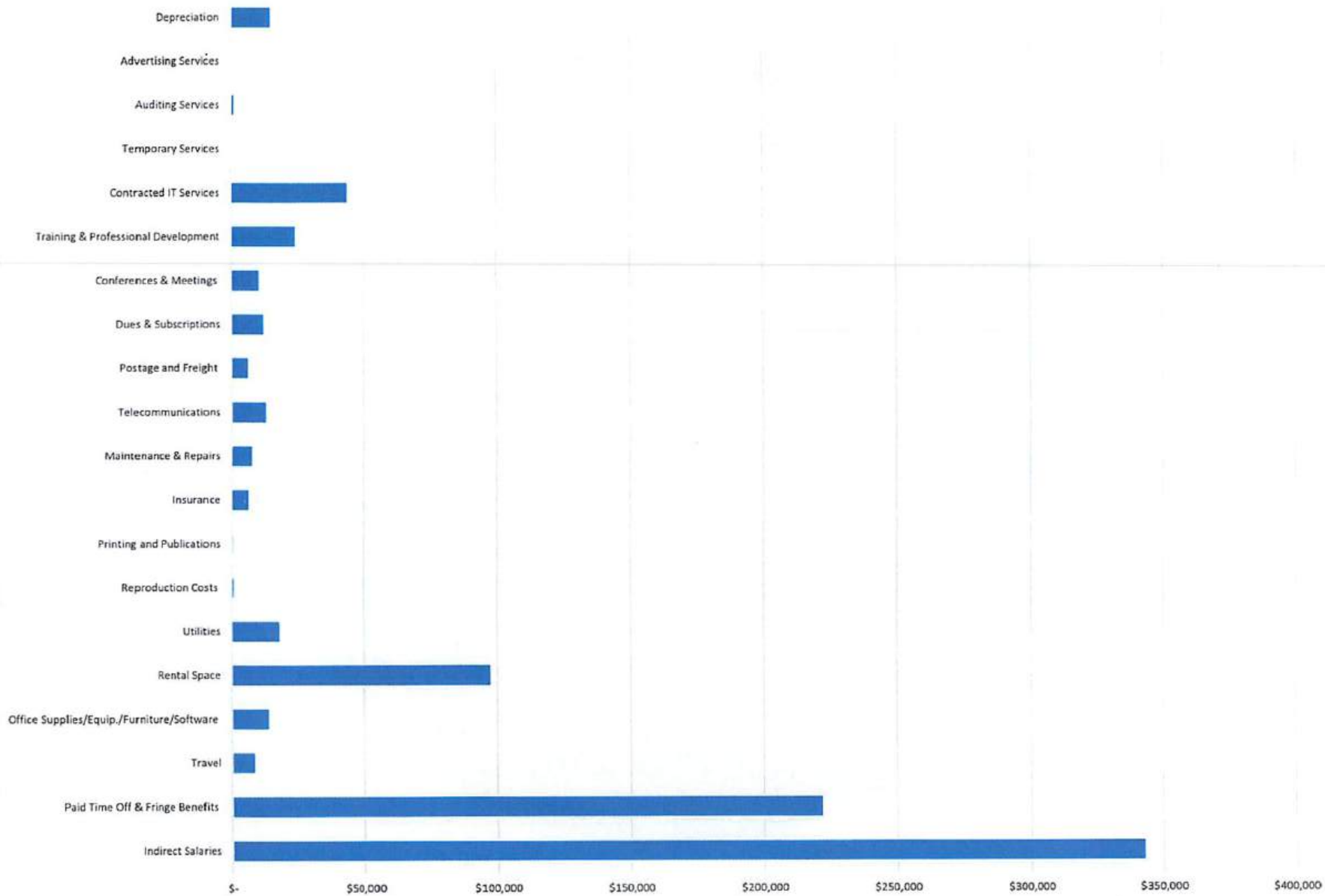
Indirect Costs

Pie Charts/Graphs

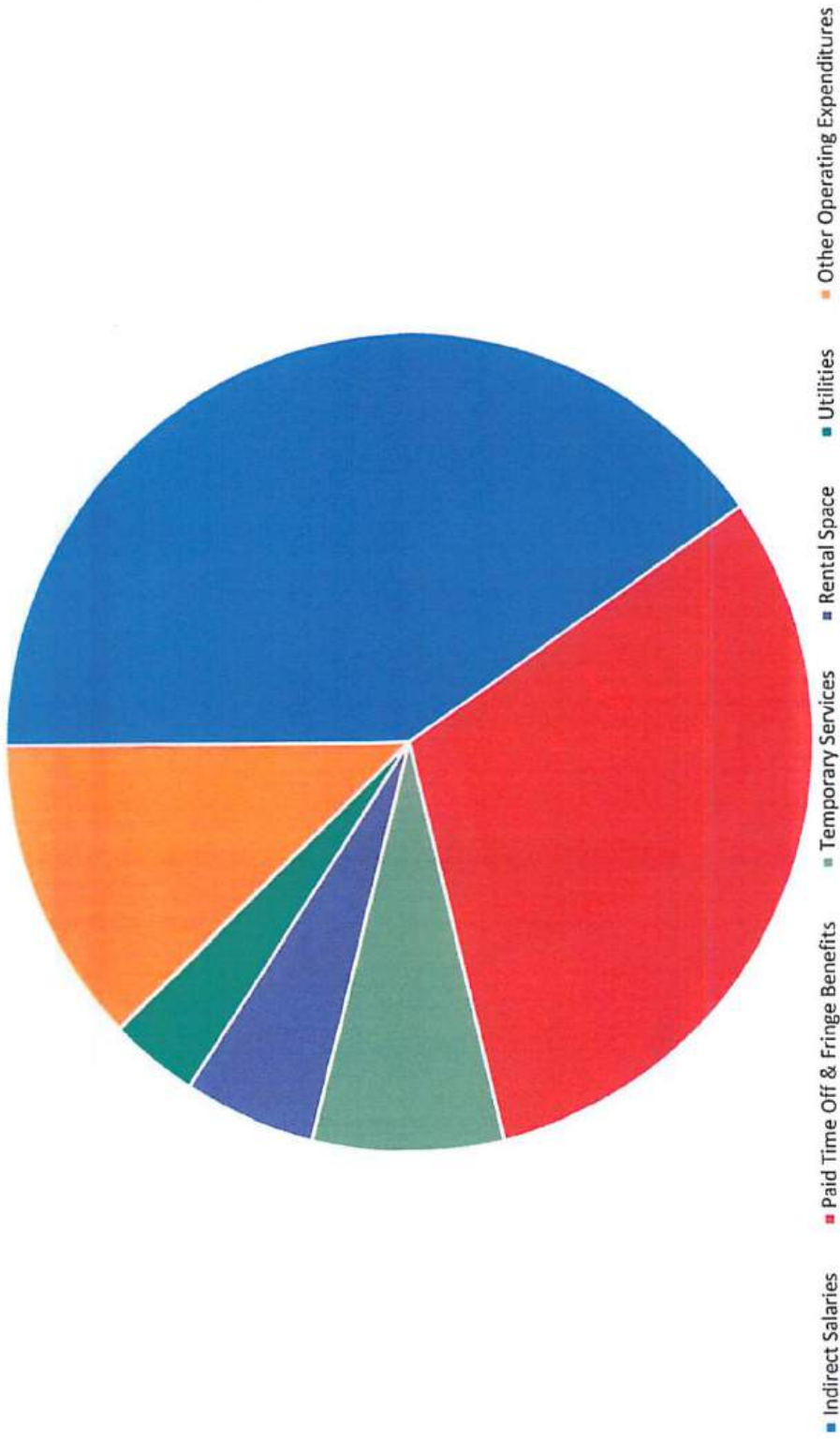
Proposed Indirect 2025 Expenditures



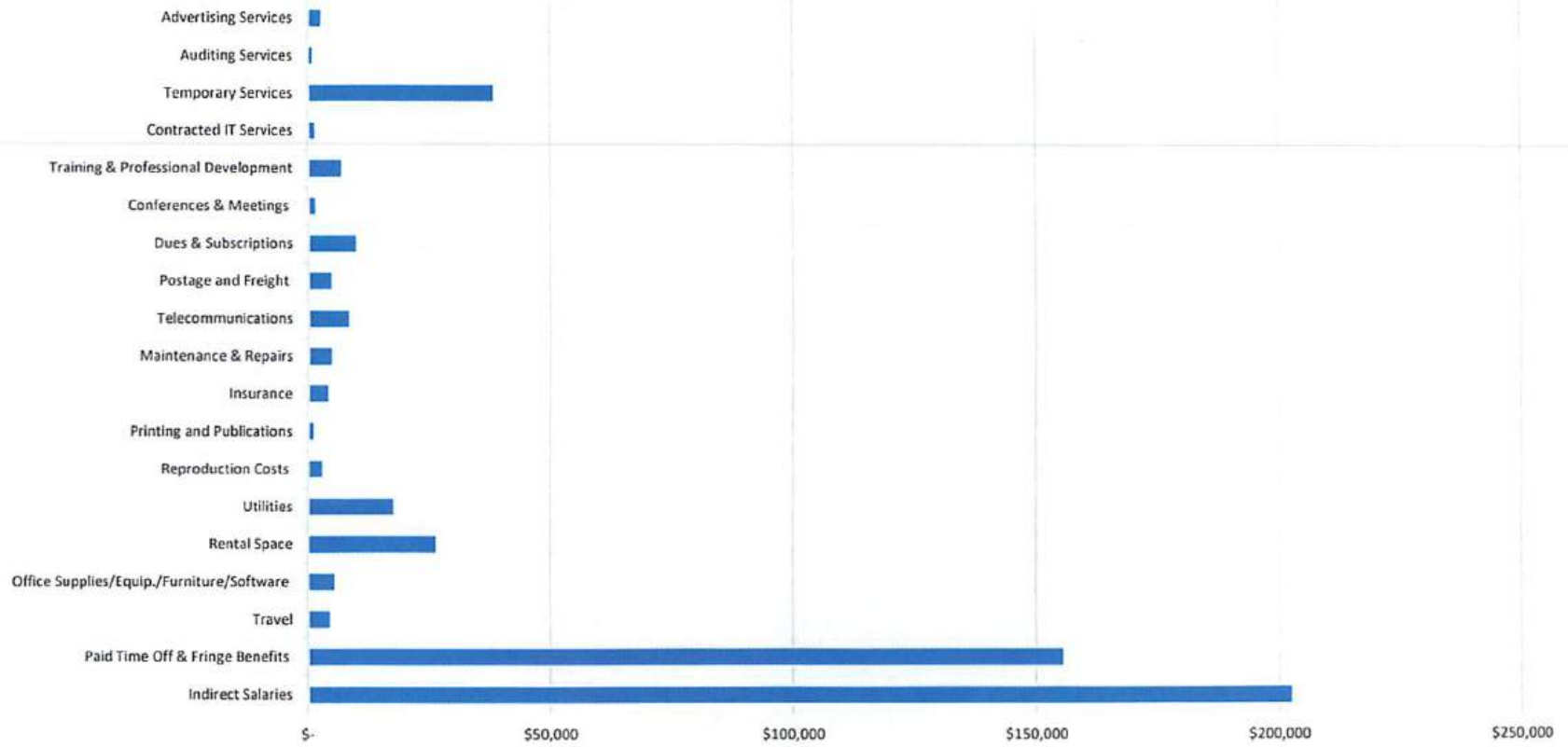
Proposed Indirect 2025 Expenditures



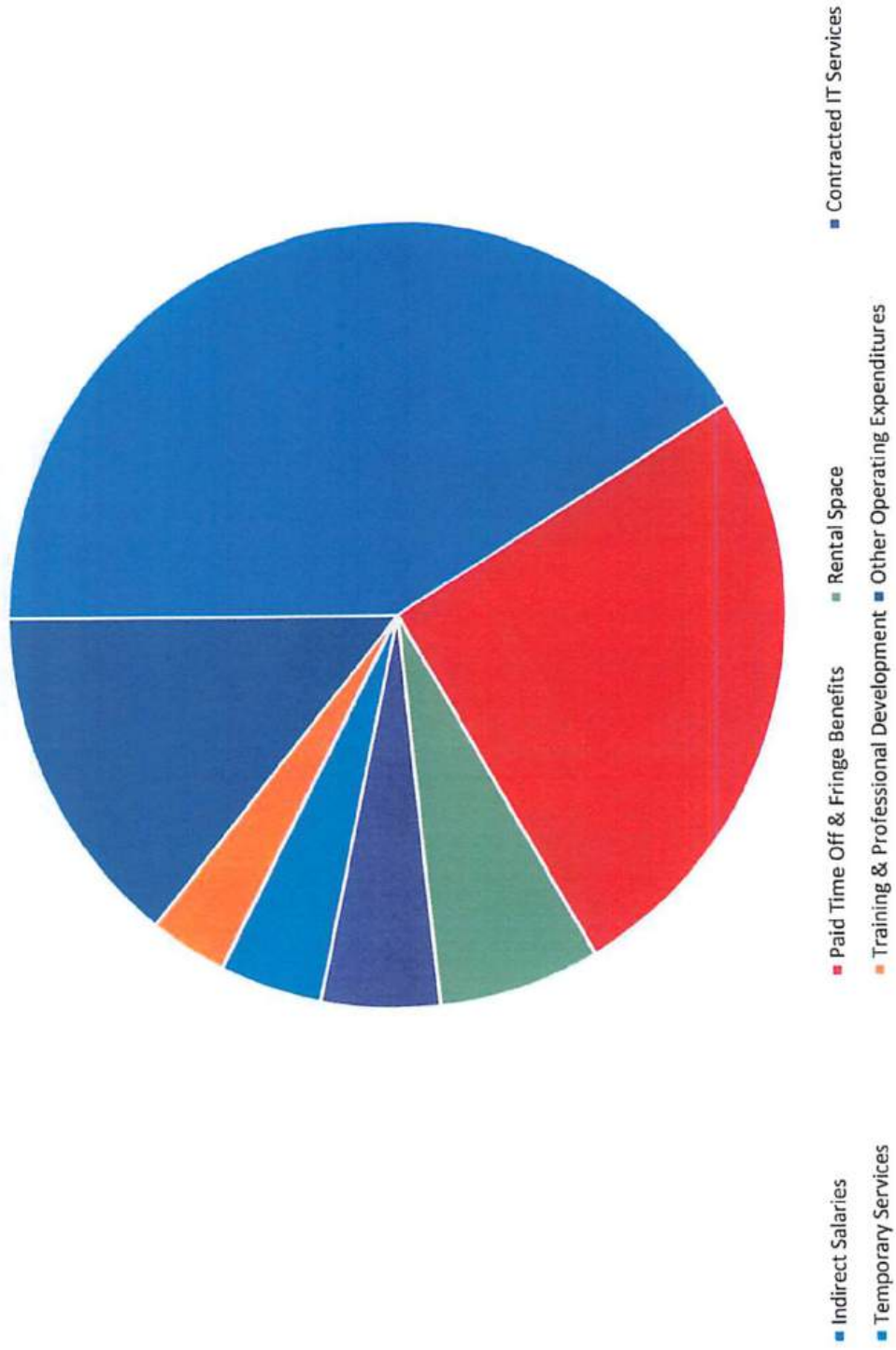
Approved Indirect Expenditures 2025



Approved Indirect Expenditures 2025

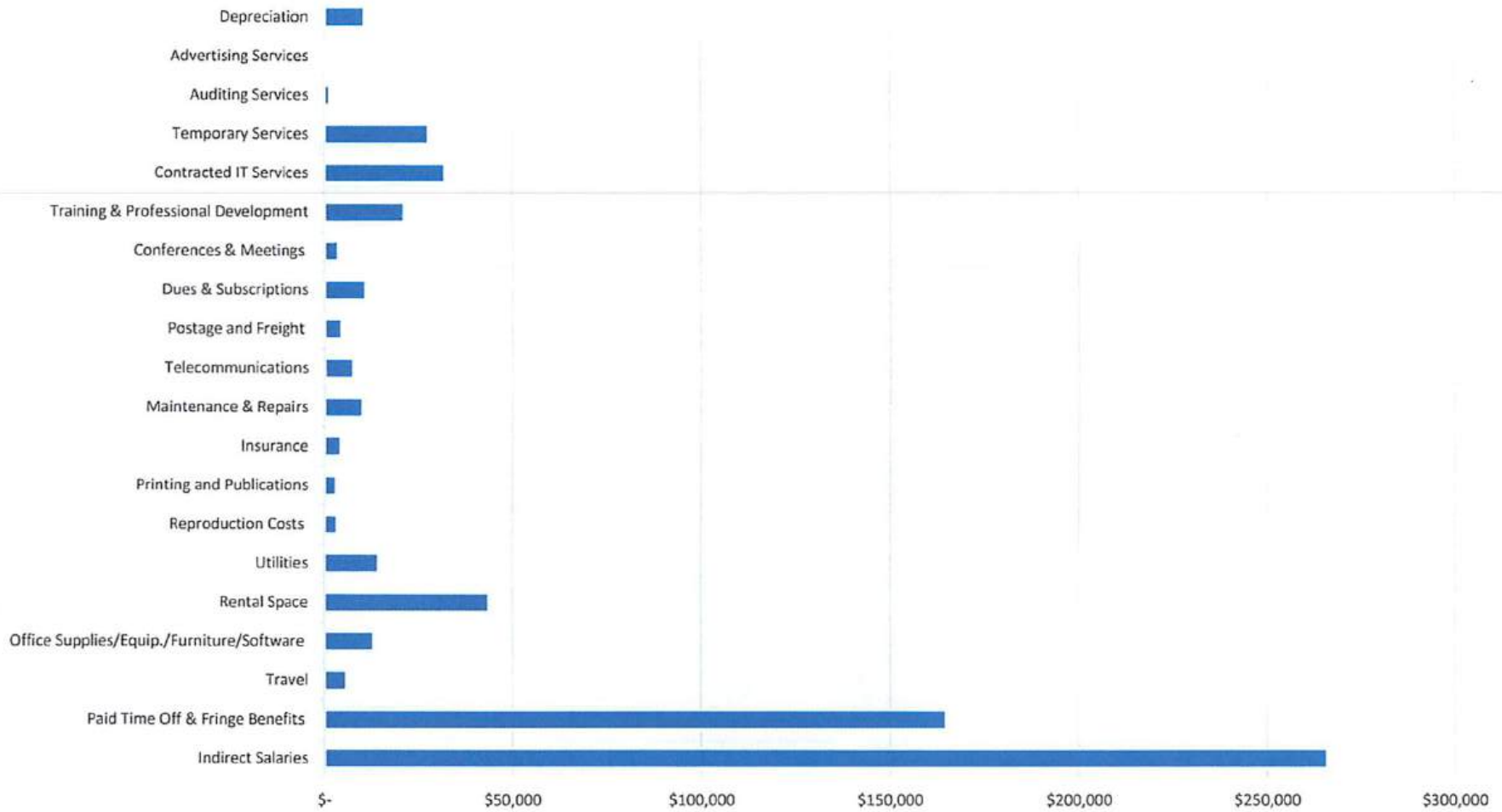


2024 Indirect Estimates



2024 Indirect Estimates

06



Membership Dues & Graphs

Coastal Bend Council of Governments
Schedule of Membership Dues
For Calendar Years Ending December 31, 2025 and Six Consecutive Years

County**	FY2022	FY2024	FY2026	FY2028	FY2030	10 Yrs
City*	FY2023	FY2025	FY2027	FY2029	FY2031	Totals
Rate Per Capita	\$ 0.12	\$ 0.14	\$ 0.16	\$ 0.18	\$ 0.20	
Aransas County (23,830)	\$ 2,860	\$ 3,336	\$ 3,813	\$ 4,289	\$ 4,766	\$ 38,128
Rockport (10,847)	1,302	1,519	1,736	1,952	2,169	17,355
Fulton (1,480)	178	207	237	266	296	2,368
Bee County (31,047)	3,726	4,347	4,968	5,588	6,209	49,675
Beeville (14,164)	1,700	1,983	2,266	2,550	2,833	22,662
Brooks County (7,076)	849	991	1,132	1,274	1,415	11,322
Falfurrias (4,717)	566	660	755	849	943	7,547
Duval County (9,831)	1,180	1,376	1,573	1,770	1,966	15,730
Freer (2,620)	314	367	419	472	524	4,192
San Diego (4,188)	503	586	670	754	838	6,701
Benavides (1,390)	167	195	222	250	278	2,224
Jim Wells County (38,891)	4,667	5,445	6,223	7,000	7,778	62,226
Alice (18,591)	2,231	2,603	2,975	3,346	3,718	29,746
Orange Grove (1,296)	156	181	207	233	259	2,074
Premont (2,525)	303	354	404	455	505	4,040
Kenedy County (350)	313	313	313	313	313	3,130
Kleberg County (31,040)	3,725	4,346	4,966	5,587	6,208	49,664
Kingsville (24,989)	2,999	3,498	3,998	4,498	4,998	39,982
Live Oak County (11,335)	1,360	1,587	1,814	2,040	2,267	18,136
George West (2,598)	312	364	416	468	520	4,157
Three Rivers (1,938)	233	271	310	349	388	3,101
Nueces County (353,178)	42,381	49,445	56,508	63,572	70,636	565,085
Agua Dulce (798)	96	112	128	144	160	1,277
Bishop (3,043)	365	426	487	548	609	4,869
Corpus Christi (327,248)	39,270	45,815	52,360	58,905	65,450	523,597
Driscoll (740)	89	104	118	133	148	1,184
Port Aransas (4,409)	529	617	705	794	882	7,054
Robstown (11,133)	1,336	1,559	1,781	2,004	2,227	17,813

**Coastal Bend Council of Governments
Schedule of Membership Dues
For Calendar Years Ending December 31, 2025 and Six Consecutive Years**

County**	FY2022	FY2024	FY2026	FY2028	FY2030	10 Yrs
City*	FY2023	FY2025	FY2027	FY2029	FY2031	Totals
Rate Per Capita	\$ 0.12	\$ 0.14	\$ 0.16	\$ 0.18	\$ 0.20	
Refugio County (6,741)	\$ 809	\$ 944	\$ 1,079	\$ 1,213	\$ 1,348	\$ 10,786
Bayside (322)	39	45	52	58	64	515
Refugio (2,711)	325	380	434	488	542	4,338
Woodsboro (1,376)	165	193	220	248	275	2,202
San Patricio County (68,755)	8,251	9,626	11,001	12,376	13,751	110,008
Aransas Pass (8,496)	1,020	1,189	1,359	1,529	1,699	13,594
Gregory (1,866)	224	261	299	336	373	2,986
Ingleside (10,043)	1,205	1,406	1,607	1,808	2,009	16,069
Ingleside on the Bay (608)	73	85	97	109	122	973
Lake City (514)	62	72	82	93	103	824
Mathis (4,671)	561	654	747	841	934	7,474
Odem (2,380)	286	333	381	428	476	3,808
Portland (17,768)	2,132	2,488	2,843	3,198	3,554	28,429
Sinton (5,281)	634	739	845	951	1,056	8,450
Taft (2,886)	346	404	462	519	577	4,618
Total County & City Dues	\$ 129,837	\$ 151,423	\$ 173,010	\$ 194,598	\$ 216,185	\$ 1,730,108
Associate Members***						
Nueces County Drainage District #2	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 1,250
Nueces County Water Control & Improvement District #3	125	125	125	125	125	1,250
San Patricio Municipal Water District	125	125	125	125	125	1,250
Port of Corpus Christi Authority	125	125	125	125	125	1,250
South Texas Water Authority	125	125	125	125	125	1,250
Corpus Christi Metropolitan Planning Organization	125	125	125	125	125	1,250
Nueces River Authority	-	125	125	125	125	1,000
Total Associate Members Dues	\$ 750	\$ 875	\$ 875	\$ 875	\$ 875	\$ 8,500
Total Membership Dues	\$ 130,587	\$ 152,298	\$ 173,885	\$ 195,473	\$ 217,060	\$ 1,738,608

* Dues Structure Based on \$.12 Per Capita and increases by \$.02 every other year for 10 years.

** Minimum for Counties(based on the larger of either per capita rate or minimum):

\$313 -2,500 population

\$625 -2,501-10,000 population

\$1,250 -10,001 population

*** Associate Membership Dues \$125

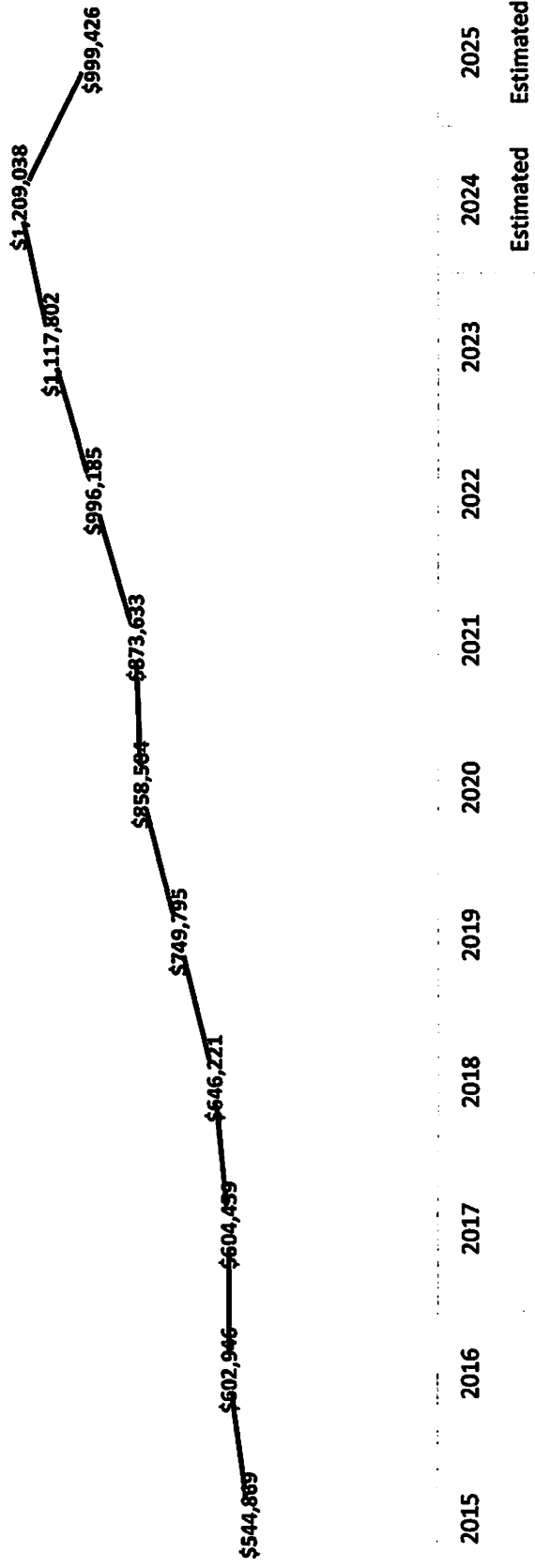
**** Based on latest census data (2020 redistricting census data for Counties and 2020 census for cities)

Membership Dues



Fund Balance Graphs

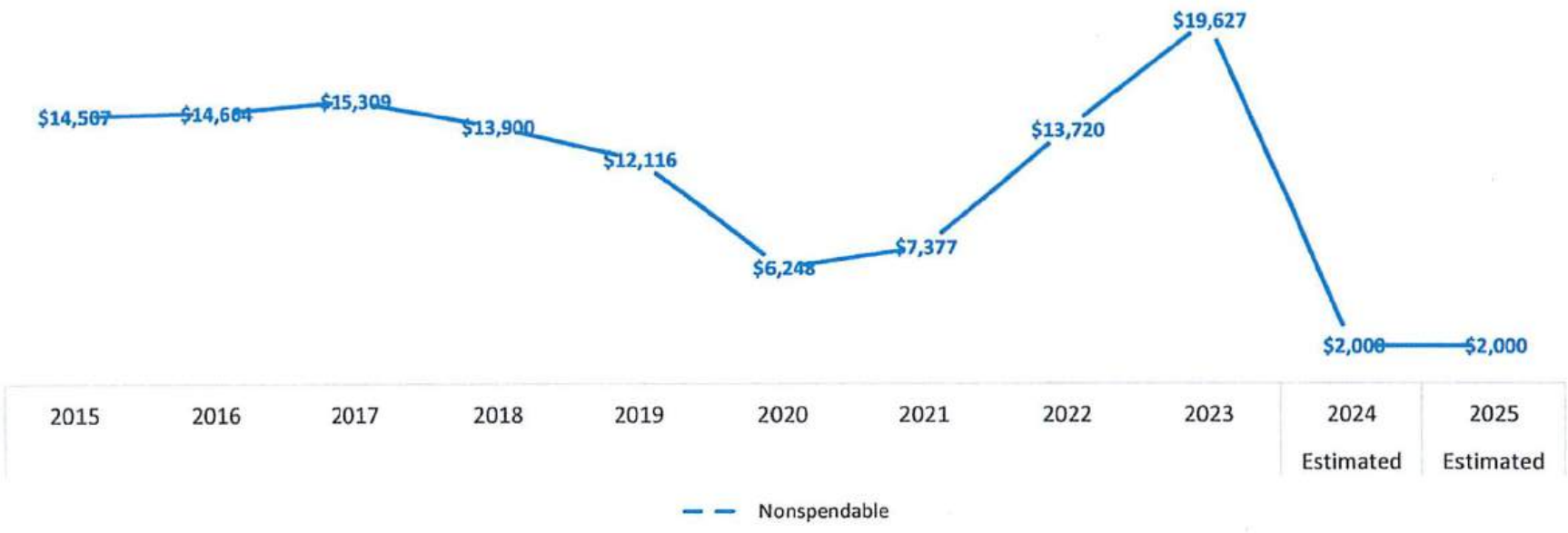
FUND BALANCES OF GOVERNMENTAL FUNDS - TOTAL



-- Total

FUND BALANCES OF GOVERNMENTAL FUNDS - NONSPENDABLE

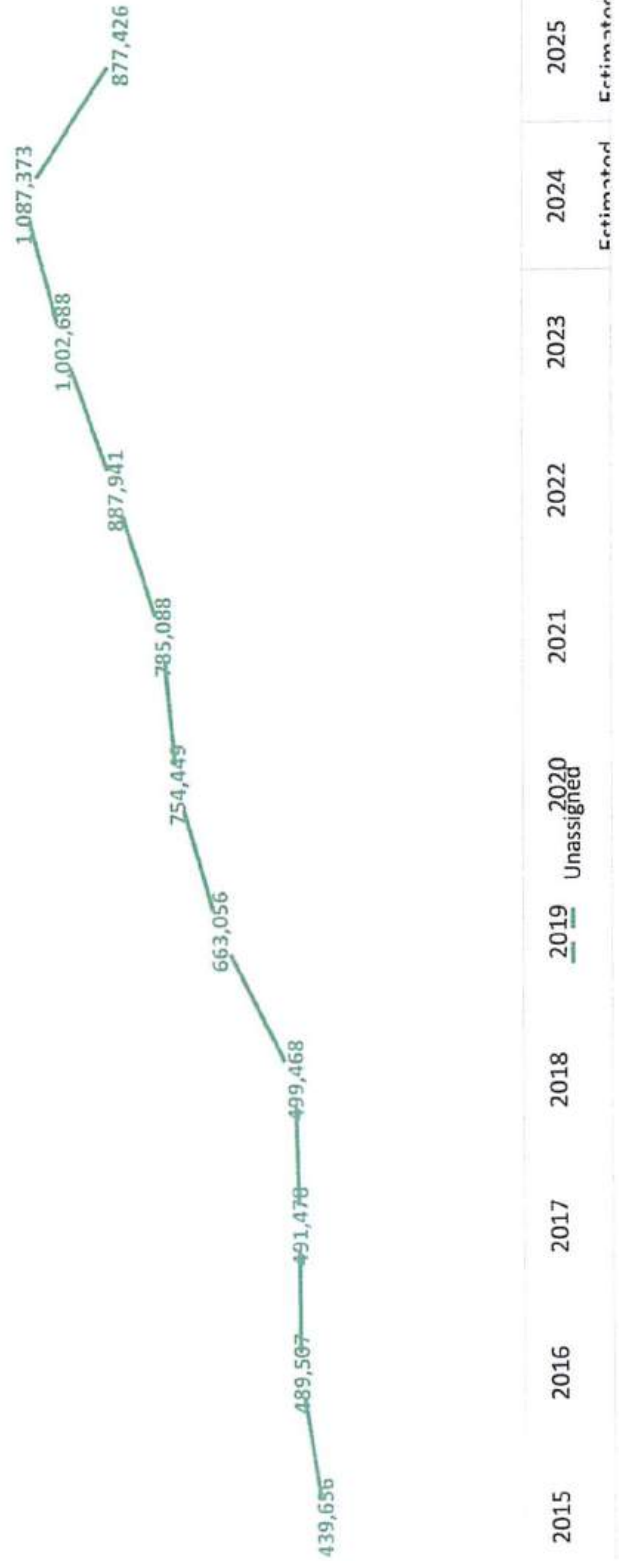
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FUND BALANCES OF GOVERNMENTAL FUNDS - ASSIGNED



FUND BALANCES OF GOVERNMENTAL FUNDS - UNASSIGNED



CBC  G

Established in 1966

BYLAWS

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OF THE

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COASTAL BEND COUNCIL OF GOVERNMENTS

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Originally ~~adopted~~ Adopted November 3, 1966

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Latest Amendments Adopted ~~May 30, 1997~~ 2023

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~~Also amended on 5/24/1966 (Section 3b) and on 8/26/2011 (Section 3c)~~

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Information in Attachment A revised ~~in October 2016~~ no less than

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annually based on latest

membership and most recent Census

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BYLAWS

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COASTAL BEND COUNCIL OF GOVERNMENTS
(FORMERLY COASTAL BEND REGIONAL PLANNING COMMISSION)

COASTAL BEND COUNCIL OF GOVERNMENTS

SECTION 1. NAME

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The name of this organization shall be the Coastal Bend Council of Governments: (the "Council").

SECTION 2. AUTHORITY

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The authority and powers of the Commission/Council shall be in accordance with the provisions of Chapter 391 of the Local Government Code.

SECTION 3. MEMBERSHIP

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a. The Coastal Bend Council of Governments shall consist of city and county representatives ("Official Representatives") as set forth in the agreement establishing the Council, as amended, said Official Representatives each being formally appointed by the governing body of all cities and counties in the region covered by the Council and entitled to representation on the Council (the "Members"). Associate membership shall be provided for school districts, soil and water conservation districts and other special purpose districts, political subdivisions and public interest and civic group members at large. Associate members shall receive all mailings of agendas and minutes, in the manner established in Section 7.d, may attend all meetings of the Council, Executive Board and Committees and participate in discussions of all matters before such bodies, but shall have no power to vote in Council meetings. The annual membership fee for each Associate Member shall be \$125. {01/22/1971 Council meeting}

b. In no case may members Official Representatives appointed by their respective governments, appoint a proxy to vote in their absence. Only officially appointed alternates ("Official Alternates") may vote in the absence of the official representative. {05/24/1996 Council meeting} Official Representative.

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c. In addition, the 82nd Texas Legislature enacted H.B. No. 2160 on May 23, 2011 to amend Chapter 391 The Chairman of the Local Government Code to require the governing body of a commission of a region that is consistent with the geographic boundaries of a state planning region shall offer an ex officio, nonvoting membership on the governing body to a member of the Council shall select a member of the legislature who represents a district located

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wholly or partly in the region of the ~~commission. The Coastal Bend Council of Governments (CBCOG) Chairman shall select a member of the legislative delegation from the Coastal Bend Region Council~~ and offer an ex-officio, nonvoting membership on its governing board. ~~The initial selection and offer shall be as soon as possible following the adoption of these amended Selection Bylaws. Subsequent selection~~ and offer of membership shall be made as soon as practicable after the election or reelection of a CBCOG Chairman at the annual meeting of the CBCOG membership Council on the fourth Friday of January. ~~[CBCOG action at membership August 26, 2011 meeting]~~

d. Absent extenuating circumstances, as determined by the Chairman, Members may appoint Official Representative(s) and Official Alternates once per year, preferably during either the first three weeks of January, or the first three weeks of June, of any given year.

SECTION 4. ~~COMPENSATION~~ COMPENSATION

All ~~members of the council~~ Official Representatives, Official Alternates and Associate Members of the Council shall serve without compensation.

SECTION 5. ~~OFFICERS~~ OFFICERS

a. The Council shall, at its January meeting, elect a Chairman, a First Vice-Chairman, a Second Vice Chairman, a Secretary and a Treasurer. The term of these ~~officers~~ Officers shall be for one (1) year, or until their respective successors have been elected and qualified, with eligibility of re-election; but any ~~officer~~ Officer removed at any time by the ~~council~~ Council at a regular meeting, provided in written notice thereof is given to the ~~officer~~ Officer and ~~members~~ Members at the preceding meeting. The ~~officers~~ Officers shall be elected from among the ~~members~~ Members of the Council, and except for Nueces County (from which there may be no more than three ~~officers~~ Officers), no more than two ~~officers~~ Officers shall be from the same county. The Chairman and two Vice ~~Chairman~~ Chairmen shall each be from different counties. ~~[03/22/1968 Council meeting]~~

b. In the event an elected official from a member government who serves as an ~~officer~~ Officer of the Council leaves elected office prior to the expiration of their term as an ~~officer~~ Officer of the Council, that ~~officer~~ Officer, at the discretion of the said member government, may serve out the remainder of the term as an officer. In all cases, the immediate Past Chairman of the Council shall serve as a member of the Executive Board, regardless of elected status.

SECTION 6. ~~EXECUTIVE BOARD~~ EXECUTIVE BOARD

a. In the interest of effective functioning of the Council, there shall be an Executive Board consisting of five (5) ~~officers~~ Officers, the immediate Past Chairman and a number of representatives equal to one more than the number of member counties. At least one-half of the

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members of the Executive Board shall reside outside Nueces County. ~~{07/27/1973 Council meeting}~~

b. The Executive Board shall further include an advisory member representative from either (a) soil and water conservation district, (b) school district, and (c) other special purpose districts, political subdivisions and public interest and civic groups; all of whom shall be ~~associate members~~ Associate Members of the Council. Such representatives shall serve in an advisory, nonvoting capacity to the Executive Board and shall be elected by the Council in January at the recommendation of a Nominating Committee. ~~{04/22/1971 Council meeting}~~

c. In nominating the Executive Board, the ~~members~~ Official Representatives shall consider the advisability of maintaining some continuity among the members of the Executive Board from year to year. In the event of a vacancy in any office or on the Executive Board, the Nominating Committee shall make nominations to the Council to fill such vacancies at its next meeting, and such vacancy shall be filled by election from among ~~members~~ Members of the Council. The Nominating Committee report shall be ~~mailed~~ delivered to members of the Council with the proposed agenda and notice of the meeting at which the election is to be held, in the same manner as established in Section 7.d. Nominations may be made from the floor at all elections.

d. A member of the Executive Board, excluding the five Officers and immediate Past Chairman, shall relinquish their seat on the Executive Board upon the occurrence of two meeting absences within a single calendar year when no reasonable excuse for their absence is presented by the member to the Chairman. A position made vacant by such forfeiture shall be filled in the same manner as established in Section 6.c. Regular membership on the Council shall not be affected by the provisions of this paragraph.

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SECTION 7.-MEETINGS- MEETINGS

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a. The Council shall meet monthly on the ~~4th Friday~~ fourth Thursday of each month except December which shall be held on the ~~2nd Friday~~ second Thursday unless changed by a majority vote. The November meeting is waived unless authorized by the membership.

b. All meetings must comply with the requirements of the Texas Open Meetings Act found in Chapter 551 of the Local Government Code. In no case may any item be added to the agenda by a suspension of the rules of parliamentary procedure.

~~c. For quorums and votes available to the counties and cities please refer to Attachment A of these Bylaws {09/27/1974 Council meeting} and {05/24/1996 Council meeting}~~

c. For purposes of determining quorum and voting at any meeting, the provisions of Texas Government Code § 551.127 shall apply. For additional quorum requirements and votes available to all county and city members of the Coastal Bend Council of Governments, to the extent the same are not in conflict with the preceding sentence, please refer to Attachment A,

which shall be updated no less frequently than annually on or before October 31st of any given year for use during the following calendar year.

d. Agendas and agenda packets for each meeting may be delivered to Official Representatives of Members and Associate Members through hand delivery, U.S. Mail, courier service, or electronic (e-mail) delivery.

SECTION 8. RULES- RULES

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a. It shall be the duty of the Chairman to preside at all meetings of the Council and the Executive Board, and the Chairman shall coordinate the work of the Council ~~and Board~~ for the greatest usefulness. The Chairman, with the advice and consent of the Council, shall appoint such committees as deemed necessary to carry out the work of the Council. In the absence of the Chairman, the First Vice-Chairman, if present, shall preside; otherwise, the Second Vice-Chairman shall preside at such meetings.

b. The normal order of business shall be as follows:

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- I. Call to Order-Roll Call
- ~~II. Public Comment~~
- II. Approval of Minutes
- ~~IV. Treasurer's Treasurer's Report~~
- IV. Action Items
- VI. Announcements and Non-Action Items
- VII. Approval of ~~Treasurer's Treasurer's~~ Report
- VIII. Adjourn

c. The Council may adopt policy guidelines to expedite-, clarify or give guidance to grant applicants, subcommittees or others that bring resolutions or action items before the Council for consideration. ~~{05/30/1997 Council meeting}~~

SECTION 9. FUNCTIONS AND DUTIES- FUNCTIONS AND DUTIES

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a. The purpose of the ~~council~~Council shall be to permit and encourage local units of government, as well as special districts, to join and cooperate with one another to improve the health, safety and general welfare of their citizens, to plan for the future development of the communities, the area and region embraced by the inter-county agreement; that needs of agriculture, business and industry be recognized; that historical and cultural value be preserved; that growth of the communities, the area and the region be commensurate with the promotion of the efficient and economical use of public funds and for such other purposes and objectives as may be from time to time provided by Chapter 391 of the Local Government Code.

b. Another purpose of the Council is to make studies and plans to guide the united, far-reaching development of the region, to eliminate duplication and promote economy and efficiency in the coordinated development of the region.

c. The Council shall serve in a general advisory capacity to units of government within the region.

d. Any member of the Council who wishes to apply for a position with the Council must resign their position on the Council prior to submitting an application.

SECTION 10. FISCAL FUNCTIONS FISCAL FUNCTIONS

a. a. The Council shall prepare and approve an annual budget in the same manner as other departments of local government. Said annual budget shall be submitted to all participating local governments in each county of the Coastal Bend Region as provided in the inter-county agreement establishing the Council. Members. The Chairman will present a slate of the Budget Committee, to consist of at least 12 Official Representatives, to the Council for approval on or before the August Council meeting;

b. The Budget Committee shall hold, at minimum, 2 Budget Committee meetings with the last Budget Committee meeting to occur on or before November 30 during which the following year's proposed budget is submitted for committee approval; and

c. The proposed budget, as approved by the Budget Committee shall be presented to the to the Council for adoption at its December meeting.

db. The Council shall have authority to provide such information and reports as may be necessary to secure financial aid.

ee. The Council shall deposit any monies received as gifts, donations or grants from public or private sources for planning purposes in a public banking institution or institutions designated by it, to be available for expenditures by the Council by warrants upon such monies to be drawn only upon vouchers signed by the Chairman, the Treasurer or any other two designated signatories one of which should be an Official Representative residing within Nueces County. The Council shall provide a blanket bond covering the Chairman, Treasurer and any other signatories as well as the employees of the Council in the amount of \$50,000 at a minimum. (03/22/1968 Council meeting) Council approval of current fiscal year signatories to occur at February Council meeting.

fd. Shall have authority to contract with respect to any funds, grants or services from whatever source derived within the limits of the budget.

ge. Shall have authority to appoint such employees as it deems necessary, including an Executive Director, and engage consultants as it may require within the limits of the budget.

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hf. Shall have authority to acquire equipment and material for its use and incur other necessary expenses within the limits of the budget.

ig. May authorize ~~board members~~Official Representatives and employees of the Council to attend planning conferences or meetings of planning institutions or hearings upon pending legislation; or to engage in other planning activities as ~~official~~representatives of the Council; and shall have authority to pay, within the limits of the budget, the reasonable traveling expenses of such representatives.

kh. All expenditures shall be approved by the Council.

ki. Shall have the financial books of the Council audited annually by an independent Certified Public Accountant selected by the Council.

~~SECTION 11. EXECUTIVE BOARD - FUNCTIONS~~ EXECUTIVE BOARD – FUNCTIONS

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a. Shall meet quarterly or upon call of the Chairman or any three members of the board. The quarterly meetings shall coincide at appropriate times with meetings of the Council as a whole. Notice of the meetings shall be ~~placed~~delivered to Executive Board members, in the ~~mail~~manner established in Section 7.d, by the Executive Director no less than five days prior to the meeting.

b. Shall exercise such functions, duties and powers as the Council may, from time to time assign to it in directing the Executive Board to undertake a function, duty or power, the Council may reserve to itself the right of final approval of any act undertaken by the Executive Board pursuant hereto.

bc. A majority of the ~~members of the~~Executive Board, exclusive of the Executive Director, shall constitute a quorum for the transaction of business at any meeting, and a majority vote of those present shall prevail. Additionally, for purposes of determining quorum and voting at any meeting, the provisions of Texas Government Code § 551.127 shall apply.

~~SECTION 12. FISCAL YEAR~~ FISCAL YEAR

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The fiscal year of the Council shall be the calendar year.

~~SECTION 13. HEADQUARTERS~~ HEADQUARTERS

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a. The official address and meeting place of the Council is:

Physical Address: Coastal Bend Council of Governments-{Physical-address}
2910 Leopard Street
Corpus Christi, Texas 78408

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Mailing Address: Coastal Bend Council of Governments ~~[mailing address]~~
P.O. Box 9909
Corpus Christi, Texas 78469-990

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~~SECTION 14. AMENDMENTS~~ AMENDMENTS

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a. These Bylaws may be amended by affirmative vote of two-thirds (2/3) of the Council present at any meeting, provided that such proposed amendment or amendments with the recommendation of the Bylaws Committee shall be in writing in the call for the meeting in which they are acted upon.

~~SECTION 15. EFFECTIVE DATE~~ EFFECTIVE DATE

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a. These Bylaws are approved as of the date of adoption on November 3, 1966 with the following revisions:

- 1.- March 22, 1968_i;
- 2.- January 22, 1971_i;
- 3.- April 22, 1971_i;
- 4.- July 27, 1973_i;
- 5.- September 27, 1974_i;
- 6.- May 24, 1996_i;
- 7.- May 30, 1997_i;
- 8.- August 26, 2011; and
- 9.- .

ATTACHMENT "A"

It was the intent of the ~~agreement~~ Members of the Council to allow one ~~full-vote~~ Official Representative for each 20,000 population or fraction thereof in each county. These ~~votes~~ Official Representative positions are subject to fractionalization between units of government and among representatives of each member unit of government within each county. According to the 2010 Census there are a total of 35 votes under the agreement requiring approval by the "House" or population side representing the 11* counties now belonging to the COG under the 2010 Census. Hence, a quorum for the "House" side vote would be 17.5 voting representatives present entitled to cast 17.5 votes. The agreement contemplates votes in favor from a majority of the 11 counties for "Senate" side approval. Hence, a quorum also requires voting members present from at least 6 of the present counties which have representatives to the ~~COG~~ COG. In summary, to have a quorum of the COG there must be members present entitled to cast 17.5 full votes on the House side and members present from at least 6 counties which have appointed representatives to the CBCOG under present county membership and the 2010 census.

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[insert table here]

County representatives based on population from last Census as follows: One representative for each 20,000 persons or fraction thereof.

City representatives based on population from last Census as follows: Cities over 15,000 population may designate one representative and one additional representative for each additional 35,000 persons or fraction thereof.

*Prior to September 2013, there were 12 counties in the Coastal Bend Region. McMullen County is now in the Alamo Area COG region.



COASTAL BEND COUNCIL OF GOVERNMENTS

EMPLOYEE HANDBOOK

OCTOBER, 2024

COASTAL BEND COUNCIL OF GOVERNMENTS

EMPLOYEE HANDBOOK

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CHAPTER 1: POLICIES

SECTION 1: OBJECTIVES OF POLICIES

This Handbook has been prepared for the purpose of providing information and setting guidelines for managers, supervisors, and employees. No written handbook will provide 100% resolution to every scenario; however, we hope this provides the framework that outlines CBCOG's standards for a wide array of personnel issues. In no way does this Handbook establish a contract between the CBCOG and its employees. All employees are employment-at-will, and the provisions of this CBCOG Handbook do not alter the at-will employment relationship or constitute an employment agreement, a contract, or a guarantee of continued employment.

SECTION 2: APPLICATION OF POLICIES

The Handbook shall apply to all full-time, part-time, temporary and seasonal CBCOG employees. This Handbook shall apply unless superseded by the state and federal constitutions, state, and federal legislation and/or regulations. All CBCOG employees are charged with being familiar with and abiding by the provisions of this Handbook. Failure to comply with these policies may be cause for corrective action up to and including termination. The CBCOG reserves the right to interpret, change, suspend, or cancel, with or without notice, all or any part of these policies, or procedures contained herein.

SECTION 3: NON-DISCRIMINATION

The provisions of this Handbook are applied equally to all employees, applicants, contractors and volunteers, and apply to all terms, conditions or privileges of employment without regard to race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. or any other characteristic protected by law.

SECTION 4: DISSEMINATION and FAMILIARITY OF POLICIES

All CBCOG employees shall be informed of the existence of this Handbook at or near the time of employment with CBCOG and advised that it is available on the "Coastal Bend Council of Governments Shared Drive." All employees are required to sign the attached "Employee Handbook Acknowledgement" affirming that they have been furnished a hard or email copy of this handbook outlining these policies. It is the employee's responsibility to become thoroughly familiar with such policies.

SECTION 5: AMENDMENT OF POLICIES

These policies may be changed upon approval by the Board of Directors, except as otherwise specified by State law. Changes or amendments to these policies will be distributed immediately to each employee and will be periodically incorporated into the Handbook. Each employee shall be provided a copy of the Handbook and any amendments as they occur. Suggestions for proposed amendments to this Handbook are welcomed at any time from any employee. Any suggestions must be submitted in writing to the Executive Director of CBCOG for consideration.

SECTION 6: PERSONNEL ADMINISTRATION

General and final authority for personnel administration rest with the Executive Director. Authority may be delegated to appropriate staff members to act on the Executive Director's behalf in the administration of this Handbook; however, the final authority on personnel decisions shall be reserved to the Executive Director. Operational changes to any policy, practice, or process will require approval by the Executive Director. The Executive Director shall administer and interpret personnel policies and procedures as they apply to all divisions and employees.

SECTION 7: EMPLOYMENT AT-WILL / POLICIES NOT A CONTRACT

Employment with CBCOG is for no fixed or definite term. This Handbook does not constitute a contract of employment. All employment by CBCOG has been and continues to be at-will, except for those positions that may have a written contract approved by the Board of Directors. That means that both the employee and/or CBCOG have the right to terminate employment at any time, with or without notice, and with or without cause. Nothing in this Handbook is intended to nor shall be inferred to alter the continuing at-will status of employment with CBCOG.

CHAPTER 2: RECRUITMENT and SELECTION

SECTION 1: INTRODUCTION

CBCOG hires employees based on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information, or any other characteristic protected by law.

SECTION 2: RECRUITMENT AND HIRING PROCESS

The recruitment process is initiated by the Executive Director. Job applicants shall be evaluated to identify the most suitable and qualified applicant. Reference checks, interviews, background checks, verification of citizenship or employment eligibility, performance tests, written tests, driver's license checks, professional license verification, and/or other documentation and screening procedures may be requested and used as deemed appropriate. Failure to provide all necessary documentation and information in a timely manner shall result in denial of application, without recourse. The Executive Director may establish new positions as are deemed necessary to the operations of the CBCOG. All applicants should be made aware that no offer of employment with CBCOG will be final until the offer is approved by the Executive Director.

SECTION 3: DISQUALIFICATION

Applicants may be disqualified from consideration for employment for any one or more of the following:

- Failure to meet the minimum qualifications necessary for performance of the duties for the position;
- If the applicant was previously employed by CBCOG and was involuntarily terminated or resigned in-lieu of termination;
- False statements or material omissions on the application or during the application process;
- Failing any of CBCOG's background and employment requirements;
- Commits or attempts to commit a fraudulent act at any stage of the selection process;
- Not legally permitted to work in the United States;
- Any other reason deemed to be in the best interests of CBCOG or prescribed by departmental rules, orders, and directives.

SECTION 4: NEPOTISM

Any applicant related to the Executive Director by blood or marriage is not eligible to be employed by CBCOG. Any applicant related to any CBCOG staff member within the second degree of affinity (marriage) or within the third degree of consanguinity (blood) may be considered for employment in a different department from their relative, based on education and experience and must be approved and authorized by the Executive Director. Family member volunteer service is allowed.

SECTION 5: RESIDENCY REQUIREMENTS

There shall be no residency requirements for CBCOG employment except as may be provided or allowed by contract or law.

CHAPTER 3: EQUAL EMPLOYMENT

CBCOG provides equal employment opportunities to all employees and applicants for employment in accord with applicable federal laws. CBCOG observes applicable state and local laws governing nondiscrimination. Including but not limited to:

- Recruitment, advertising, and job applicant procedures;
- Hiring, promotion, demotion, transfer, layoff, termination, and rehiring;
- Rates of pay or any other forms of compensation and changes in compensation;
- Job assignment, job classification, organization structure and job descriptions;
- Leave of absence, sick leave, or any other leave;
- Fringe benefits available by virtue of employment.

CHAPTER 4: PROMOTIONS and DEMOTIONS

SECTION 1: PROMOTIONS

A promotion is the assignment of an employee from a position in one job class to a position in another job class requiring more responsibility, experience, education, technical or professional expertise and which is usually at a higher salary. It is CBCOG's policy to provide promotional opportunities whenever possible and practical.

SECTION 2: DEMOTIONS

A demotion is the assignment of an employee from a position of one salary grade to a position in a lower salary grade having fewer duties and/or responsibilities or requiring less experience, education, technical, or professional expertise and which is usually at a lower salary. A demotion may take place at any time, for the purpose of administrative convenience or necessity, including disciplinary or non-disciplinary action.

With the approval of the Executive Director, and if qualified to perform the duties of the lower-level position, an employee may be administratively demoted at their own request or as an alternative to layoff or down-sizing by CBCOG. Such demotions shall not be considered disciplinary actions, nor shall this type of demotion disqualify the employee(s) involved from consideration for later advancement, if applicable. Demotions which occur as alternatives to layoffs may be fully or partially rescinded at any time, at the sole discretion of CBCOG management. The purpose for each job assignment involving a demotion shall be stated in writing by the supervisor provided to the Executive Director and maintained in the employee's personnel file.

CHAPTER 5: EMPLOYEE INTRODUCTORY PERIOD

SECTION 1: INTRODUCTORY PERIOD

It is the policy of CBCOG that all new employees, and all current employees promoted, transferred, demoted, or reclassified to a supervisory position, as well as former CBCOG employees who are rehired, must satisfactorily complete a performance introductory period of six (6) months. The introductory period assists CBCOG in maintaining an effective, productive, and efficient workforce to provide quality services. Only those employees who meet acceptable performance and other standards during their introductory period will be retained as employees. The introductory period may be extended for additional training as determined by the supervisor in accordance with Section 6 of this chapter.

Each employee serving in the introductory period is responsible for knowing, understanding, and meeting the expectations and standards for the position. Each employee is also responsible for performing the job in a safe, productive, and effective manner within the instructions and standards for the position.

Employees are expected to maintain acceptable standards of conduct in their employment, and to correct any deficiencies or inadequacies in job performance, teamwork, or conduct.

SECTION 2: SEASONAL / TEMPORARY EMPLOYEES

Seasonal and temporary employees do not serve an introductory period and may be terminated at any time.

SECTION 3: ABSENCES DURING INTRODUCTORY PERIOD

During the introductory period, an employee is eligible to use sick leave for qualifying absences and may only use vacation leave for an absence due to illness or injury only if all sick leave has been exhausted, if authorized by the employee's supervisor and Executive Director. Recognized holidays during the introductory period may be used as approved per established CBCOG policy. Transferred or promoted employees serving in the introductory period retain eligibility for all types of leave established by CBCOG policy.

SECTION 4: INTRODUCTORY PERIOD PERFORMANCE EVALUATIONS

All employees serving in the introductory period shall be periodically evaluated and will receive a performance evaluation(s) in accordance with this Handbook. These reviews are designed to evaluate each employee's performance and to communicate that performance to the employee. The written reviews include a supervisory recommendation to retain or terminate the employee.

SECTION 5: EXTENSIONS TO INTRODUCTORY PERIOD

The introductory period may be extended under the following circumstances:

- At the end of the six (6) month initial introductory period, the introductory period may be extended for up to an additional six (6) months when an employee's performance has been marginal due to extenuating circumstances;
- An employee's absence from work for an extended period of time did not permit an opportunity for adequate assessment of performance.

The decision to extend or not to extend an employee's introductory period is at the sole discretion of the Executive Director. If an extension is granted, the employee will be advised in writing and given the date on which the extended introductory period will be completed.

An introductory period may be extended as the result of time spent on an approved Leave of Absence including leaves of absences due to injury or illness. The approved extension will normally equal the length of time away from work. Accordingly, each full-day absence incurred by an employee during the introductory period will extend the initial introductory period by a corresponding additional day, to complete the full six (6) months Introductory Period.

SECTION 6: SUCCESSFUL COMPLETION OF INITIAL INTRODUCTORY PERIOD

Employees have no guarantee of continued employment either during or after their initial introductory period. Only employees who meet acceptable performance, conduct, attendance, and other standards during the introductory period will be retained as regular employees.

SECTION 7: FAILURE OF THE INTRODUCTORY PERIOD

An employee is considered to have failed the introductory period when, in the judgment of the supervisor or Executive Director, it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. An employee who fails to complete the introductory period will be terminated from CBCOG's employment. Termination during the introductory period may occur at any time and shall not be considered part of the disciplinary process.

CHAPTER 6: JOB CLASSIFICATION and COMPENSATION

SECTION 1: JOB CLASSIFICATION

The compensation for personnel services shall be prepared by the Executive Director similar to and in compliance with the State of Texas Position Classification Plan described in the latest General Appropriations Act, and approved in conjunction with the Council's annual budget. Within the general guidelines of the comprehensive budget, the Executive Director shall be authorized to determine the appropriate grades to be allocated to each position, and the grade to be applied to the personnel assigned within the grade. The compensation for personnel services paid to employees shall be comparable to that paid for similar work in the labor market in which the Council competes in. The Executive Director shall be the approving authority for pay increases within grades within the approved budget and may authorize increases within such pay grades as is deemed appropriate, similar to, and in compliance with the latest General Appropriations Act. Salary schedules are published on the Texas State Auditor's Office at ... <http://www.hr.sao.state.tx.us/Compensation/Schedules.html>.

Regular Full-Time Position / Employee: An employee who works on a full-time basis and who usually works at least thirty (30) hours or forty (40) hours per week.

Temporary Part-Time Position: any position where the employee's service is of limited duration and who works 29 hours (or less) per week. Such employees are not eligible for the employment benefits provided by the CBCOG.

SECTION 2: MERIT INCREASES

Merit increases are within-grade increases granted to employees in advance of a regularly scheduled increase. Increments shall normally be limited to one merit increase for any recommendation. Employees may be considered for merit pay within the annual budget, where a promotion may not be possible or appropriate. A merit pay increase should be considered for an employee whose performance within assigned duties and responsibilities is outstanding and whose work is generally above expectations. The Executive Director shall have authority to approve all merit pay increases.

SECTION 3: RECLASSIFICATIONS AND PROMOTIONS

Reclassification - A reclassification recognizes and rewards on a continuing basis an employee whose responsibilities have substantially increased and who is carrying out the new responsibilities in an able manner. The basic standard of eligibility for a reclassification shall be "high quality performance." In order to meet this standard, a determination must be made that:

- The employee has gained increased competence through experience and training and is prepared to assume greater responsibilities and to perform more difficult tasks with competence;
- The employee has, for a reasonable period of time, been performing the major function of the new position; and
- The employee's higher level of effectiveness has been so consistently maintained that it is reasonable to consider it to be a characteristic performance level.

Promotion - A promotion recognizes that an employee is fully qualified for appointment to an existing position of higher grade than the one currently held.

Change in Rates of Pay - A reclassification or promotion shall be followed immediately by an increase within the approved budget.

Procedures - A reclassification or promotion shall be approved by the Executive Director, at his/her discretion, upon the recommendation of the employee's supervisor.

SECTION 4: JOB DESCRIPTION

Job Descriptions serve as the basis for job evaluation, performance documentation and appraisal, selection standards, promotional standards, and training criteria. They also help employees and supervisors communicate job responsibilities.

The job descriptions will contain the "Essential Functions" and other information describing the requirements of positions within CBCOG. Job descriptions are intended to describe the general nature and level of work to be performed. Job descriptions are not intended to be an exhaustive list of all responsibilities, duties, skills, and physical demands required for the job. While the written job descriptions should be generally descriptive of the typical duties and responsibilities, employees of CBCOG are expected to perform a broad range of duties for which their background and training have qualified them.

The job description will be provided for signature and reviewed with new employees during onboarding. The signed job description will be maintained in the employee's personnel file and a copy provided to the employee. CBCOG has the exclusive right to alter job descriptions at any time. The Executive Director is responsible for the maintenance and updating of job descriptions. If the job description changes the employee will be notified and provided a copy for signature. If an employee believes that they are physically unable to perform a task, the employee should bring that to the attention of the immediate supervisor. The immediate supervisor should then refer the issue to the Executive Director for review.

SECTION 5: EMPLOYEE PAY SCHEDULE

All employees will be paid semi-monthly, on the 15th and the last day of each month. If the payday falls on a holiday or weekend, the direct deposit will be posted on the last working day preceding the holiday or weekend.

SECTION 6: DIRECT DEPOSIT

CBCOG offers the convenience of payroll direct deposit to the bank of the employee's choice. Direct deposit affords employees the use of their money on payday. Employees enrolled in direct deposit can deposit directly into checking or savings accounts and will still receive an earnings statement from CBCOG on payday.

SECTION 7: FINAL PAYCHECKS

Final paychecks for discharged employees will be available within six (6) calendar days from the termination date. For voluntary resignations, final paychecks will be available on the next regular scheduled pay date. Final paychecks will be distributed by the Executive Director or designee.

SECTION 8: NO CHECK ADVANCES / NO LOANS

CBCOG will not issue a paycheck in advance and no money will be loaned to employees.

SECTION 9: OVERTIME

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Exempt employees are not paid overtime compensation. Overtime shall be allocated as evenly as possible among all employees qualified to perform the work involved. Overtime pay will be paid for all time worked over forty (40) hours per work week for non-exempt employees.

Paid sick, vacation and holiday leave, time taken for jury duty, witness duty, bereavement leave, injury on duty leave, or any other leave of absence shall not be considered as time worked for purposes of calculating overtime pay. All overtime worked must be reflected on the employee's time records before approval by CBCOG.

Non-Exempt Employees

Non-exempt employees are covered by the overtime requirements of the Fair Labor Standards Act. Employees classified as "Non-Exempt" may be scheduled to work overtime, at the request of CBCOG when CBCOG's operating requirements, special events, or other needs cannot be met during regular working hours.

When possible, advance notification of mandatory overtime assignments will be provided. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination. Overtime work is otherwise subject to the same attendance policies as straight time work.

All non-exempt employees must receive prior authorization from their supervisor or Executive Director before performing any overtime work, and the work must be approved by the appropriate supervisor before submitting for processing and payment. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor. Non-exempt employees who work overtime without receiving proper authorization may be subject to disciplinary action, up to and including termination.

SECTION 10: FLEX-TIME and COMPENSATORY TIME

In situations where overtime payment is not feasible due to budgetary constraints, the Executive Director or supervisor may consider flexing the employee's work schedule or allowing for compensatory time, in an effort to minimize the need for overtime compensation. Flexing must be completed within the same workweek that the overtime was worked and must be accurately reflected on the affected employee's time record. Compensatory time is typically calculated at one and a half hours of paid time off for each extra hour worked. Compensatory time off shall normally be granted either within the accrual date or no later than the next payroll period. The decision to offer flex time or compensatory time is at the discretion of the Executive Director.

SECTION 11: EXEMPT EMPLOYEES

Exempt employees are NOT covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond 40 hours in a workweek. Exempt status employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner. Because of the complexity and nature of the duties entailed in 'exempt status' jobs, it is inherent that, periodically, work beyond that described as a normal '40-hour week' may be required to adequately perform the duties of such positions.

Employees filling such positions are not entitled to 'overtime pay,' unless required for compliance with State and Federal laws. Exempt employees will be allowed to take administrative time off, from time-to-time, at the discretion of and with prior approval of the Executive Director. Any allowed administrative time off is not to be considered as an hour for hour exchange. An exempt employee who is absent and has no accrued paid leave time, need not be paid for any work week in which no work was performed.

SECTION 12: TERMINATION PAY

Regular full-time and part-time employees who leave employment with CBCOG and have completed six (6) months of continuous service shall receive all pay that is due to them, in accordance with State and Federal law, and as follows:

- Employees are paid for any hours worked and for any overtime compensation due to them;
- Employees must have successfully completed their initial six (6) month introductory period in order to be paid for unused vacation time earned at the time of termination;
- All CBCOG property issued to employees during employment will remain property of CBCOG and must be returned to CBCOG in good condition upon termination. This property shall include, but not be limited to, cash, equipment, tools, vehicles, keys, uniforms, safety equipment, radios, ID cards, badges, computers, printers, drones, or any other property;
- Employees are personally responsible for any indebtedness to CBCOG incurred by them prior to or upon termination of employment. Indebtedness may result from replacement value of damaged or unreturned CBCOG property, lost cash, negligence, insurance premiums, reimbursement due CBCOG as a result of workers' compensation salary continuation benefits, as well as any and all other debts, costs, or sums of money the employee may owe;
- To the extent allowed by law, any indebtedness to CBCOG which the employee might have incurred shall be deducted from the final pay authorization. The reasonable value of any indebtedness owed to CBCOG by an employee will be withheld from the employee's final check upon termination or retirement, unless a release is granted by the Executive Director;
- CBCOG will issue any unpaid pay, unused vacation time, and accumulated benefits to the designated beneficiary of any employee who dies while employed by CBCOG, in accordance with the provisions of this policy;
- Employees may request that any retirement benefits paid by the employee, through payroll deductions, be refunded in accord with the applicable program.

CHAPTER 7: PERFORMANCE EVALUATIONS

CBCOG uses a thorough performance evaluation system for assisting supervisors in communicating job expectations, measuring the employee's level of past performance, recognizing employee achievements and exemplary performance, and strengthening the supervisor-employee relationship. The performance evaluation system provides necessary information for management decisions including career development and training, assignments, advancements, transfers, disciplinary actions, retention, compensation, etc. The purpose of the performance evaluation system is to achieve optimum employee performance.

CHAPTER 8: ATTENDANCE and LEAVE BENEFITS

SECTION 1: WORK HOURS

Nonexempt full-time employees of CBCOG work a minimum of thirty (30) or forty (40) hours in a seven-day (7) workweek. Exempt employees may be required to work in excess of 40 hours in certain weeks.

The regular workday normally begins at 8:00 a.m. and ends at 5:00 p.m. with one (1) hour for lunch. Flexible work schedules are allowed as approved by the Executive Director.

The Executive Director may set other hours of work as required for business needs. In times of disaster or emergency, working hours shall be determined by the Executive Director.

The functions performed in the maintenance of Time and Leave Records shall include daily observation by supervisors of the presence and absence of employees under their supervision. Supervisors shall be responsible for applying the regulations and instructions in connection with the attendance and absence of their employees. Before leave is granted, supervisors should ascertain that leave balances are sufficient or that other appropriate arrangements are made in accordance with personnel policies.

Attendance Records

Employees are required to record the number of hours worked each day. The Director of Finance shall maintain the leave status for each employee.

- Accrued leave shall be posted at the end of each pay period for each employee in accordance with the appropriate accrual rate.
- Leave taken shall be indicated on the statement posted at the end of each pay period for each employee on the basis of time sheets.
- Leave balances shall be indicated on the semi-monthly posting to reflect the net remaining leave to which each employee is entitled.

- An employee shall have the right to review their personal leave record at any time.
- The Leave Status record shall be maintained on a semi-monthly basis.

Attendance and Punctuality

To maintain a safe and productive work environment, CBCOG expects employees to be reliable and punctual in reporting to work. Employees should be at their workstations, mentally and physically fit, ready to work at their scheduled start time. Regular and reliable job attendance is an essential function of every job. Excessive absenteeism and tardiness are disruptive and place a burden on CBCOG and co-workers. Either may lead to disciplinary action, up to and including termination.

When an employee is unable to work as scheduled, the employee must personally notify their supervisor by phone, text or e-mail as soon as possible. The employee must advise if the reason is sick leave or vacation and the anticipated arrival to work. The employee must personally notify the supervisor on each day of absence unless their supervisor expressly waives this requirement. An employee who fails to properly notify the supervisor in advance of an absence or tardiness may be subject to disciplinary action up to and including termination.

Absence Not Related to Sick Leave

"Absence" is defined as the failure of an employee to report for work when he or she is scheduled to work. The two types of absences are defined below:

Excused absence occurs when all the following conditions are met:

- The employee provides to his or her supervisor sufficient notice at least 48 hours in advance of the absence.
- The absence request is approved in advance by the employee's supervisor.
- The employee has sufficient accrued paid time off to cover the absence.

Unexcused absence occurs when any of the above conditions are not met. If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify his or her supervisor no later than the employee's scheduled starting time on that same day. If the employee is unable to call, a designee may make the call.

An unexcused absence counts as one occurrence for the purposes of discipline under this policy. Employees with three or more consecutive days of excused absences because of illness or injury must provide proof of physician's care and if applicable, a fitness for duty release prior to returning to work. Employees must take earned paid time off for every absence unless otherwise allowed by company policy (e.g., leave of absence, bereavement, jury duty).

Tardiness and Early Departures

Employees are expected to report to work and return from scheduled breaks on time. If employees cannot report to work as scheduled, they must notify their supervisor no later than their regular starting time. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary. Employees who must leave work before the end of their scheduled shift must notify their supervisor prior to leaving the workplace.

Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30-day period and may result in disciplinary action. Eight occurrences of unexcused absence in a 12-month period may be grounds for further disciplinary action up to and including termination.

Job Abandonment

Any employee who fails to report to work for a period of three (3) days or more without notifying his or her supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

Remote Work

Remote work schedules are allowed on a case-by-case basis at the discretion of the Executive Director.

SECTION 2: BREAKS

CBCOG provides employees with breaks as authorized by their immediate supervisor during the course of each workday.

Work Break

Employees may, depending on individual departmental work schedules and the discretion of the supervisor, take up to two (2) fifteen (15) minute paid breaks during the course of each workday. One (1) break is to be taken the first part of the workday and the second during the latter part of the workday. Breaks shall be taken at convenient times without leaving an employee's duties or telephones unattended.

Part-time employees who work a minimum of four (4) hours per day may, depending on individual department work schedules and at the discretion of their supervisor, take one (1) fifteen (15) minute paid break each day.

Breaks are not an employee's right, but a privilege. Breaks may not be combined or accumulated for later use or take precedence over the work situation on any given day. Time spent on breaks will be compensated as hours worked. Employees are welcome to smoke on their breaks outside of CBCOG buildings in designated smoking areas. Smoke breaks which are excessive in frequency or length will be treated as an attendance issue.

Meal Break

Employees are normally provided an unpaid meal break near the middle of the workday and should be taken between 11:00 a.m. and 1:00 p.m. Lunch periods shall not exceed one (1) hour in length except as authorized for business lunches in which case the employee shall return to work within a reasonable time upon completion of the business lunch. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks.

Lactation Break

Nursing mothers will be provided with reasonable break time to express breast milk for up to one year after the birth of a child in accordance with applicable law. If an employee needs time beyond the usual lunch and break times, the employee may use vacation or make up time as approved by supervisor. If possible, CBCOG will make every effort to provide a private room at or near the CBCOG offices, for nursing mothers to use. Employees who have a private office may use it if they prefer. Any employee wishing to use this break time must inform CBCOG with enough time to make any reasonable accommodations necessary.

Supervisor Responsibility

Supervisors are responsible for scheduling the time for employee work, meal, and lactation breaks and should take into consideration the workload and nature of the job performed. Whenever necessary, the supervisor may change the frequency and length of work breaks.

SECTION 3: HOLIDAYS

CBCOG provides paid holidays to all regular full-time and regular part-time employees. The following holidays are observed:

New Year's Day	January 1st
Martin Luther King Day *	Third Monday in January
Texas Independence Day	March 2
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth *	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day *	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Fourth Friday in November
Christmas Day	December 25
Floating Holiday*	Designated by the Executive Director

Whenever a holiday falls on Sunday, the CBCOG offices shall be closed the following Monday. When a holiday falls on Saturday, the CBCOG offices shall be closed on the preceding Friday.

Regular Full-time Employees

All regular full-time 30 Hour or 40 Hour employees shall be entitled to all paid holidays.

Part-time Employees

Part-time employees are not eligible for Holiday leave.

Temporary and Seasonal Employees

All Temporary and Seasonal employees will be paid their regular hourly rates for a holiday only if required to work on a holiday. No holiday pay is authorized for Seasonal or Temporary employees who do not work on a holiday.

Employees Required to Work on a Scheduled Official Holiday

Employees required to work on an official holiday shall be granted an alternate day of paid leave within the same pay period.

Employee's Scheduled "Off-Duty" on an Official Holiday

When an official holiday and an employee's regularly scheduled day off occur on the same day, the employee will be paid eight (8) hours of holiday pay.

Eligibility for Holiday Pay

To receive pay for an official holiday, an employee must be in a pay status on that holiday.

Ineligibility for Holiday Pay

Employees on unpaid leave the day before or after the holiday are not eligible for Holiday Pay. Likewise, non-exempt employees who are absent without authorized leave on the day immediately preceding or following a scheduled holiday will not be paid for the holiday.

Holidays Occurring During Vacation Leave

An official CBCOG observed holiday that falls within an employee's vacation period will be counted as paid Holiday Leave time in lieu of a day of vacation leave.

Separating Employees

Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be authorized in advance by the Executive Director.

Paid Leave Status

An employee on a paid leave status will normally be paid Holiday pay in lieu of the leave status pay they would ordinarily receive at the time of the holiday.

Holiday Pay During Workers' Compensation Leave

An employee on Workers' Compensation leave will receive Holiday pay.

SECTION 4: VACATION LEAVE

Eligibility

All regular full-time employees accrue vacation beginning on their first day of employment. All regular full-time employees are eligible to take vacation after completing their initial six (6) month introductory period. However, the Executive Director is granted vacation leave as accrued during their first six (6) months of employment. The Executive Director is granted their full vacation benefits according to the time remaining in the fiscal year of employment.

Accrual

Regular 30 Hour and 40 Hour full-time employees, except the Executive Director who may be subject to their contract agreement, shall earn vacation leave based on their service years completed as indicated in the table below. The pay period worked does include paid leave. A prorated share will be accrued for pay periods that have paid and unpaid hours. Previous service with the CBCOG shall be duly credited to the employees' employment.

Part-time employees, temporary and seasonal employees do not earn vacation leave.

VACATION LEAVE

Less Than Five Years of Service	4.335 Hours per Pay Period
Five but Less Than 10 Years of Service	5.667 Hours per Pay Period
Ten Years or More of Service	8.334 Hours per Pay Period

Use and Scheduling of Vacation Leave

Vacation leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities to promote the well-being of the individual. Absences due to sickness, injury or disability may be charged to vacation leave, when sick leave is exhausted, at the request of the employee and with approval by the Executive Director. Any other use of vacation leave shall require advanced approval by the Executive Director.

Supervisors shall initially approve all vacation leave. The Executive director shall have final approving authority. Normally, vacation leave shall be requested and approved in advance, with a period of notice equal to the duration of leave requested. Vacation leave that is eligible to be taken is the balance earned at the end of the prior pay period.

Administering Vacation Leave

- An employee may not take more than two (2) consecutive weeks of vacation at any given time, unless approved by the Supervisor and Executive Director;
- Vacation leave shall be charged only for the time during which the employee would have been scheduled to work;
- Paid vacation leave is not considered hours worked for purposes of performing overtime calculations;

- Employees being laterally transferred, promoted, or demoted shall retain accrued vacation leave;
- Vacation leave shall not be advanced to employees;
- Vacation leave hours are not transferable between employees.

Maximum Accruals

Full-time employees may not accrue more than 240 Hours of vacation leave (30 days) annually. Part-time employees do not accrue vacation leave.

Balances of annual leave may not exceed this limitation at the end of the leave year, which is December 31. Leave balances exceeding 30 days as of December 31 shall be reduced to 30 days. Employees are not paid for vacation in excess of the maximum accrual that is "lost" at the end of the leave year. No employee shall be allowed to take more than 30 workdays vacation in any single calendar year unless prior approval is obtained from the employees' supervisor.

If the needs of CBCOG preclude the taking of a scheduled vacation, the Executive Director may defer an employee's scheduled vacation leave. In such cases, the Executive Director shall grant the employee's deferred vacation leave within 60 days. All deferred vacation carryover must be approved by the Executive Director and forwarded to the Finance Department before the end of the calendar year.

Compensation for Vacation Leave

Vacation is paid at the employee's base rate at the time of vacation. It does not include overtime or any special forms of compensation. Vacation time is paid only for hours the employee would ordinarily have worked. Employees will not be paid for any unused vacation leave, except upon separation of employment, or if an employee is precluded from taking a scheduled vacation due to CBCOG needs.

Upon termination, retirement, resignation, or death, an employee shall be paid for accrued vacation leave up to a maximum of 240 hours. Such leave may be taken as a lump-sum payment. With the exception of the Executive Director who will be paid for all accrued vacation. Only employees who have successfully completed their initial introductory period of employment are entitled to this payout provision upon separation.

SECTION 5: SICK LEAVE

Objective

The purpose of this policy is to set forth CBCOG policy and procedures for handling employee absences and tardiness to promote the efficient operation of the company and minimize unscheduled absences.

Policy

Punctual and regular attendance is an essential responsibility of each employee at CBCOG. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other unauthorized absences are disruptive and must be avoided.

Sick leave is defined as paid time away from work provided by CBCOG for the purpose of permitting an employee to be relieved of their work duties due to a bona fide illness or injury, for visits to a doctor or dentist, pregnancy, if it significantly impairs the employee's ability to work or birth of a child. If the employee did not physically give birth, or when the employee is needed to provide care for their immediate family, authorization is noted as "Sick Leave for Employee's Immediate Family".

Employees who are unable to work due to illness or injury or other situations covered by this policy must immediately notify their appropriate supervisor and/or the Executive Director. Employees who use their sick leave without just cause may be dismissed from employment with CBCOG. Sick leave may not be taken in advance of it being earned. Official holidays and regular days off shall not count against sick leave.

Sick Leave Eligibility

All full-time employees are entitled to accrue sick leave. Supervisors shall initially approve sick leave. Full-time employees who are in their initial introductory period may use accrued sick leave only if approved by the Executive Director. An employee who is released for and offered modified duty by CBCOG but elects not to accept such assignment, will generally be ineligible for paid sick leave benefits. Part-time, Temporary and seasonal employees do not accrue sick leave.

Accrual Rate

Sick leave shall be accrued at the beginning of employment by regular full-time employees. Sick leave may not be taken in advance of it being earned. Sick Leave accrues only during pay periods in which the employee works or on approved paid leave status.

SICK LEAVE ACCRUAL TABLE

Regular Full-Time (40 hours) employees	4.334 Hours per Pay Period
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Maximum Accrual

Sick leave not used during the leave year in which it accrues, shall accumulate and be available for use in succeeding years. No maximum accumulation shall be prescribed. No credit shall be given for a fractional part of a week at either the beginning or the end of an employee's period of service.

Accrued sick leave will not be compensated by CBCOG in any way, at the time of termination, whether by resignation, retirement or dismissal.

Authorized Use of Sick Leave

Supervisors should monitor the use of sick leave. It is expected that employees will use their paid CBCOG sick leave in accordance with this policy. Trips to the doctor or hospital stays / visits, which take the employee away from the home, are acceptable, but personal pursuits during paid sick leave are considered an abuse of this policy.

Abuse of sick leave, including use of sick leave for anything other than as provided for in this policy, may result in immediate disciplinary action, up to and including termination, and may also render the employee ineligible for paid sick leave benefits. Similarly, employees who fail to timely report an absence or tardiness due to illness, injury, or doctor / dentist appointment may be disqualified from using sick leave for the absence.

Sick Leave for the Employee

Sick leave is provided by CBCOG for the purpose of permitting an employee to be relieved of their work duties to the employee's bona fide personal illness, accident or injury that prevents working, doctor and dentist appointments, pregnancy, if it significantly impairs the employee's ability to work or the birth of a child. Employees who use their sick leave without just cause may be dismissed from employment with CBCOG.

An employee who is pregnant may use accrued sick leave for maternity purposes prior to delivery and for period following delivery as determined necessary by her physician.

Sick Leave for the Employee's Immediate Family

Sick leave may be used for absences when needed to care for a member of the employee's immediate family who is ill or injured. If additional time is needed, employees must first use all accrued compensation time and then vacation leave time. For purposes of this policy, "immediate family" is defined as the employee's parent(s), current spouse, domestic partner, children, stepchildren, and other relatives residing in the employee's home. In the event of a life-threatening illness or injury of the employee's family member who does not meet the definition of "immediate family", the Executive Director may allow the employee to use accrued sick leave. Sick leave may also be used by employees for their immediate family's scheduled doctor and dentist appointments.

Administration of Sick Leave

- Sick leave may not be taken in advance of it being earned.
- Official holidays observed by CBCOG while an employee is on approved paid sick leave will be treated as a paid holiday, rather than a day of sick leave, if the employee is eligible for the paid holiday.
- Regular days off shall not count against sick leave.
- Employees shall notify their supervisor in advance, or at the earliest possible time, of the need to use sick leave. Supervisors may require a doctor's statement as necessary.
- If an employee becomes ill, has an injury, or medical appointment, and cannot report for work, the absence must be reported to the immediate supervisor within one (1) hour after their regular reporting time, so that such absence will be charged to sick leave.
- Failure to report to work or failure to report their absence from work may cause an employee's absence or tardiness to be disqualified from using sick leave for their absence and may be charged as leave without pay.
- An employee who becomes ill or injured during a vacation may promptly request that the vacation be terminated, and the time of illness or injury be charged to sick leave. A physician's statement will be required in such instances.
- After an employee's accumulated sick leave has been exhausted, they may use accrued vacation leave as sick leave (see Use of Other Leave below). When absence due to illness exceeds the amount of paid leave earned and authorized, the employee's pay shall be discontinued until they return to work.
- Under certain circumstances and with prior approval of their supervisor, the employee may flex their work schedule to attend to medical or dental appointments. This is acceptable provided that work time is accurately recorded on the time sheet for the week or work cycle in which the flex time was approved.
- Under no circumstances can flex time extend beyond the affected workweek for non- exempt employees or pay period for exempt employees. The total of a non-exempt employee's sick leave time plus hours worked cannot exceed forty (40) hours within the same workweek.

- Employees missing more than three (3) consecutive workdays due to illness are required to provide a statement from the employee's physician regarding the illness and fitness to return to duty. Failure to do so, when required, may result in dismissal, suspension, and/or forfeiture of pay for sick leave.
- An employee terminating from CBCOG employment must submit certification of illness from a physician before being eligible to use sick leave during the last two (2) calendar weeks of employment.
- The supervisors shall be responsible for reporting and approving all sick leave used by an employee on the employee's time sheet or electronic leave request.

Use of Other Leave

If approved by the Executive Director, employees needing sick leave, who have successfully completed their initial introductory period may use accrued vacation leave or take a leave of absence without pay, but only if an employee has no accrued sick leave time.

Other Employment During Sick Leave

Employees on sick leave, whether paid or unpaid, may not work a second job, including self-employment, or participate in volunteer work, during the period of leave, even if they have written authorization from CBCOG to work a second job.

Temporary Disability and Sick Leave:

Employees with temporary disabilities may, at the discretion of the Executive Director, or as required by law, be granted unpaid leave after exhausting all available paid leave. Inability to work because of pregnancy or childbirth will be treated as any other temporary disability. The employee requesting a leave of absence must submit a treating health care provider's statement confirming the employee's inability to work, the projected dates of the leave, and the reason for the leave. The Executive Director may also place employees on temporary disability leave upon determination that the employee is not fit for duty. Unless otherwise required, the employee's job is not guaranteed to be held open after the exhaustion of paid leave.

SECTION 6: BEREAVEMENT LEAVE

Receiving Leave

All regular 30 Hour and 40 Hour full-time employees may be granted bereavement leave for a period not to exceed three (3) workdays in the event of a death(s) in their Immediate Family (see definition below). Part-Time, seasonal and temporary employees may be granted up to two (2) days leave of absence without pay in such cases.

Immediate family is defined as: An employee's husband, wife, domestic partner, son, daughter (including adopted and foster children), stepson, stepdaughter, mother, father, stepmother, stepfather, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, brother, sister, brother-in-law, sister-in-law, other relatives residing in the employee's home.

Bereavement leave will not be charged against sick or vacation leave. Bereavement leave is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime. An employee may be required to provide proof of death / funeral / family relationship in support of bereavement leave.

Employees Responsibilities

Employees who wish to take bereavement leave must notify their supervisor immediately. Employees requiring additional time off to attend the funeral or otherwise attend to the affairs of the deceased member of the Immediate Family (see definition above) may use accrued sick leave for two (2) additional days. Additional time off, if approved, beyond these noted times must be taken as vacation leave or leave without pay. If no sick leave or vacation leave is available, the additional time off may be authorized as leave without pay upon approval of the Executive Director.

SECTION 7: MILITARY LEAVE

CBCOG complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. CBCOG will grant military leave, reinstatement from military leave and benefits during and upon the return from military leave, as required by all applicable federal and state laws.

SECTION 8: INCLEMENT WEATHER

If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify their immediate supervisor and make arrangements to report to work if and when weather conditions improve. Any leave taken due to inclement weather can be flexed or charged to vacation leave. Regular full-time employees who have no accrued vacation leave available will not be paid for the time missed.

SECTION 9: JURY SERVICE and COURT APPEARANCES

CBCOG provides paid leave to regular full-time and regular part-time employees required to serve on jury duty. The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., with the leave request.

Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

An employee who is on jury duty typically must report to work for the remainder of the day upon completion of court or jury service, or request approval for use of other available paid time off. Any payment for jury duty received by the employee may be retained by the employee. CBCOG is prohibited from threatening, intimidating, coercing, or discharging any permanent employee based upon their jury service.

Court appearances for testimony as a witness in a civil, criminal, legislative, or administrative proceeding due to official duties as a CBCOG employee are compensated as actual hours worked and are not classified as paid leave. In all other cases such as a subpoena in a matter unrelated to CBCOG business, employees are required to schedule accrued vacation leave and if none is available, then a nonexempt employee's time off to testify will be considered a leave without pay

SECTION 10: ADMINISTRATIVE LEAVE

At the discretion of the Executive Director, CBCOG may grant administrative leave with or without pay to an employee, when no other leave category is available or applicable.

SECTION 11: ABSENCE WITHOUT LEAVE

An employee failing to report to work or remain at work as scheduled without proper notification to the employee's immediate supervisor and/or without obtaining authorization or excuse shall not be paid for the time involved. Absence without leave constitutes abandonment of duties and will subject the employee to disciplinary action up to and including termination. If an employee is dismissed for being absent without leave, that employee is not considered to be in "good standing" at the time of termination of employment with CBCOG.

SECTION 12: TEMPORARY DISABILITY

Accrued sick leave or vacation leave may be used for any temporary disability including maternity purposes prior to delivery and for a reasonable time following as may be determined necessary by an employee's physician. For maternity purposes, at least ten (10) days' notice of leave is required, and the request for such leave shall include a statement of the employee's intentions concerning resumption of work, except in emergencies.

A medical statement of an employee's "fitness to return to duty" shall be required for all employees who wish to return to work after leave caused by a temporary disability, injury or extended illness. In all cases, statutory and legal requirements will control such matters.

CHAPTER 9: EMPLOYEE CONDUCT and WORK RULES

SECTION 1: WORK STANDARDS

It is the duty of each employee to maintain high standards of cooperation, efficiency, and economy in their work for CBCOG. Employees are expected to conduct themselves in a positive and courteous manner to promote the best interest of CBCOG. The Executive Director shall organize and direct the work of their departments to achieve these objectives. If work habits, production, and/or personal conduct of an employee become a problem, supervisors or the Executive Director should point out the deficiencies at the time they are observed and take appropriate disciplinary action.

Verbal counseling and informal warnings to the employee about minor deviations from CBCOG work standards are generally intended to provide sufficient time for improvement, prior to more formal disciplinary action by a supervisor or the Executive Director. However, this shall not prevent immediate formal disciplinary action, pursuant to CBCOG's policies, whenever an employee's work standard is found to be deficient. Appropriate employee conduct includes:

- Treating all customers, visitors, and coworkers respectfully and courteously;
- Refraining from behavior or conduct that is offensive, unproductive, or undesirable and not in CBCOG's best interest;
- Reporting to management unethical or illegal conduct by others, including coworkers, suppliers, or customers;
- Reporting to management any threatening or potentially violent behavior by coworkers;
- Complying with all CBCOG safety and security policies;
- Wearing or using clothing and protective equipment as per CBCOG rules and policies;
- Reporting to work punctually and as scheduled;
- Performing assigned tasks efficiently and in accord with CBCOG's quality standards;
- Giving proper notice whenever unable to work or report on time;
- Maintaining cleanliness and order in personal appearance, and the workplace.

SECTION 2: DRESS, APPEARANCE and UNIFORMS

Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing CBCOG or conducting CBCOG business. CBCOG allows business-casual dress in the workplace year-round, in accordance with this policy.

Directors are strongly encouraged to allow their employees to participate in business-casual dress, as practical. Directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.

Professional business attire is to be worn when there is a need to present a more formal professional appearance for CBCOG meetings, or special events. Employees must remember that they are professionals 100% of the time and must always reflect a professional business presence.

Standards for Business Casual Work Attire

Inappropriate Work Attire

- Sweatpants, or shorts of any type are not acceptable;
- Croc" type shoes and casual or sporty flip flop sandals are not acceptable;
- Bare shoulders or tank tops;
- Clothing with obscene messages or that endorses alcohol, tobacco, drugs, or offensive material of any kind;

Enforcement

In all cases, CBCOG will make the determination as to acceptable dress, appearance, and grooming. Employees should direct questions about appropriate appearance or dress to their director or the Executive Director. The Director, with approval of the Executive Director, may make exceptions to this policy when deemed necessary for business reasons.

Employees in violation of this policy may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up the time missed. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination.

SECTION 3: POLITICAL ACTIVITIES

CBCOG employees will not be appointed or retained on the basis of their political support or activities. CBCOG employees are encouraged to vote and to exercise other rights of citizenship consistent with state and federal law and these policies.

Private acts of support, such as liking a political page from another person's personal social media page or displaying a campaign sign at your home are permissible political activities under the First Amendment. When not on duty and not in a uniform of CBCOG, an employee may engage in political activity with respect to governments and entities other than those affiliated with CBCOG. No CBCOG employee is prohibited from becoming a candidate for public office.

However, except as may be otherwise provided by law, CBCOG employees may not:

- Publicly endorse or campaign in any manner while on duty, for or against any person seeking a CBCOG public office or public office in any jurisdiction;
- Use the employee's position or office to coerce political support from employees or citizens;
- Use the employee's position or office to solicit campaign contributions for a candidate;
- Use the employee's official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office;
- Make, solicit, or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for CBCOG or take any part in the management, affairs, or political campaign of any such candidate; provided nothing herein shall infringe upon the rights of employees to seek office, express their opinions, and to cast their vote;
- Use working hours or CBCOG property to be in any way concerned with soliciting or receiving any subscription, contribution, or political service to circulate petitions or campaign cards / literature on behalf of an election issue or candidate for public office in any jurisdiction;
- Contribute money, labor, time, or other valuable thing(s) to any person for CBCOG election purposes, except as permitted by law.

SECTION 4: OUTSIDE EMPLOYMENT

An employee shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or could adversely affect the employee's performance of their job with CBCOG. All outside employment must be reported to and approved by the Executive Director in writing, prior to beginning same. Failure to seek and obtain prior approval for outside employment shall be grounds for disciplinary action, up to and including termination.

Prohibited Activities

Employees will not be permitted to engage in outside employment (including self-employment) or other activities that might discredit CBCOG, result in a conflict of interest or a potential conflict of interest, or adversely affect the employee's job performance.

Outside Employment While on Leave Prohibited

Approval for outside employment as set out in this policy does not authorize an employee on sick leave, disability leave, workers' compensation leave, administrative leave, an unpaid leave of absence, or on restricted or light duty to engage in any outside employment. Any exceptions must be expressly authorized in writing by the Executive Director.

SECTION 5: ANTI-SEXUAL HARASSMENT POLICY

Coastal Bend Council of Governments strives to provide all employees and individuals working at CBCOG with a respectable work environment. CBCOG specifically prohibits sexual harassment. Sexual harassment is prohibited against persons of the opposite sex, same sex, transgender or other status. Discrimination and harassment will not be tolerated.

In addition to our policy of prohibiting sexual harassment of employees and individuals working at CBCOG, our organization also prohibits sexual harassment of job applicants, contractors and visitors. Sexual harassment of our employees or other individuals working at CBCOG in connection with their work by non-employees may also be a violation of this policy.

Sexual harassment may occur in many forms, including but not limited to; unwelcome sexual advances or physical contact, requests for sexual favors, verbal comments, jokes or gestures of a sexual nature, and/or other conduct relating to an individual's sex, sexual orientation, transgender status or other sexual status.

Reporting Sexual Harassment

Should you experience sexually harassing conduct, you may first try to resolve it by asking the person committing the act to stop, but you are not required to take such a step. If you ask the person to stop and the person does not immediately cease the behavior and/or later commits another harassing act, you must proceed with immediately reporting it.

Should you experience, witness or become aware of sexual harassing conduct you must promptly notify the Executive Director. If the Executive Director is unavailable, or if you believe it would be inappropriate to contact the Executive Director, you should immediately notify the Chairperson of the Board of Directors. Once a complaint of sexual harassment has been made, CBCOG will take immediate action to stop any alleged sexual harassment. CBCOG will promptly and thoroughly investigate all complaints.

To facilitate the investigation, persons making complaints and other employees are expected to cooperate in the investigation. The person making the complaint is expected to provide a written, signed statement of the complaint, including facts known about the harassing conduct and any witnesses to the conduct. Upon the completion of the investigation, if any individual is found to have committed sexual harassment, appropriate corrective action will be taken.

Employees and others working at CBCOG may raise concerns and make good faith reports of sexual harassment without fear of reprisal. Retaliation against any employee for making such good faith complaints / reports is prohibited and will not be tolerated. Complaints and reports will be maintained as confidential as possible in light of the investigation that will be conducted, on a need-to-know basis as determined by CBCOG.

Any individual who believes they have been subjected to retaliation in violation of this policy should promptly report the conduct to the Executive Director. If the Executive Director is unavailable, or if the employee believes it would be inappropriate to contact the Executive Director, the employee should immediately contact the Chairperson of the Board of Directors.

SECTION 6: ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY

CBCOG strives to provide all employees and individuals working at CBCOG with a work environment free of discrimination and harassment relating to an individual's race, color, sex, sexual orientation, gender, pregnancy, religion, national origin, citizenship status, age, disability, genetic information, or any legally protected characteristic. Sexual harassment is prohibited against persons of the opposite sex, same sex, transgender or other status. Discrimination and harassment will not be tolerated.

In addition to our policy of prohibiting discrimination and harassment of employees and individuals working at CBCOG, the organization also prohibits discrimination and harassment of job applicants, contractors, and visitors that is related to an individual's race, color, sex, sexual orientation, gender, pregnancy, religion, national origin, citizenship status, age, disability, genetic information, or any legally protected characteristic. Discrimination and harassment of our employees or other individuals working at CBCOG may also be a violation of this policy.

Discriminatory harassment may occur in many forms, including, but not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, sex, sexual orientation, gender, pregnancy, religion, national origin, citizenship status, age, disability, genetic information or any legally protected characteristic. Likewise, sexual harassment may occur in many forms, including, but not limited to, unwelcome sexual advances or physical contact, requests for sexual favors, verbal comments, jokes or gestures of a sexual nature, and/or other conduct of a sexual nature.

Reporting Discrimination, Harassment, and Illegal Conduct

Should you experience, witness or become aware of any form of discrimination, harassing conduct, or illegal conduct, you must immediately notify the Executive Director. If the Executive Director is unavailable, or if you believe it would be inappropriate to contact the Executive Director, you should immediately notify the Chairperson of the Board of Directors.

Should you experience any form of discrimination or harassing conduct, before notifying the Executive Director, you may first try to resolve it by asking the person committing the act to stop, but you are not required to take such a step. If you ask the person to stop and the person does not immediately cease the behavior and/or later commits another discriminatory or harassing act, you must proceed with immediately reporting it.

Once a complaint has been made, CBCOG will take immediate action to stop any alleged sexual harassment and will otherwise promptly and thoroughly investigate all complaints of wrongdoing. Persons making complaints and other employees are expected to cooperate in the investigation. The person making the complaint is expected to provide a written, signed statement of the complaint, including facts known about the discriminatory, harassing or illegal conduct and any witnesses. Upon the completion of the investigation, if any individual is found to have committed discrimination, harassment or any illegal conduct, appropriate corrective action will be taken.

Employees and others working at CBCOG may raise concerns and make good faith reports of discrimination, harassment or illegal conduct without fear of reprisal. Retaliation against any employee for making such good faith complaints / reports is prohibited and will not be tolerated. Complaints and reports will be maintained as confidential as possible in light of the investigation that will be conducted and, on a need-to-know basis as determined by CBCOG.

Any individual who believes they have been subjected to retaliation in violation to the policy should promptly report the conduct to the Executive Director. If the Executive Director is unavailable, or if the employee believes it would be inappropriate to contact the Executive Director, the employee should immediately contact the Chairperson of the Board of Directors.

CHAPTER 10: DISCIPLINE, APPEALS, and GRIEVANCES

SECTION 1: POLICY

To ensure orderly and productive operations and provide the best possible work environment, CBCOG requires employees to follow rules of conduct that will protect the interests and safety of all employees. Employees are expected to accept reasonable and appropriate work assignments willingly and to perform them in a satisfactory manner. Employees are also expected to comply with all rules, regulations, and policies pertaining to job performance standards and personal conduct on the job. If an employee fails to perform satisfactorily or if their personal conduct is unacceptable, appropriate disciplinary action will be taken.

CBCOG will attempt to review and resolve all employee problems as promptly and equitably as possible. All employees will be provided with a fair, expedient, objective, and consistent means of resolving work related problems.

Progressive Discipline

In certain instances, CBCOG will use a progressive disciplinary system. CBCOG is not obligated to use all of the progressive disciplinary steps available, and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance and prior disciplinary history, the employee's length of service, and any mitigating circumstances.

At-will employment status is not affected by the use of the progressive discipline process. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

- Verbal Counseling (documented in writing)
- Letter of Counseling
- Written Reprimand
- Suspension (with or without pay)
- Demotion
- Termination

Documentation

All forms of discipline must be documented and placed in the employee's personnel file. In the event an employee is to be discharged, the supervisor shall forward the documentation to the Executive Director for review prior to any action taken. The Supervisor may make a recommendation concerning the possible rehiring of the person in the future. All disciplinary actions are at the sole authority of the Executive Director and may be delegated at the discretion of the Executive Director.

Supervisory Responsibility

All employees with the responsibility and authority to supervise and direct employees under their control shall:

- Administer policies and procedures within their scope of authority;
- Document their subordinates' job performance, conduct, and behavior as appropriate;
- Properly conduct evaluations of subordinates in a timely manner;
- Discipline their subordinates as required under CBCOG policies and procedures.

SECTION 2: GROUNDS FOR DISCIPLINARY ACTION

Disciplinary action will be imposed for violations of CBCOG or departmental policies and procedures, codes of conduct, rules and regulations, either written or verbal. In addition, acts which are not specifically addressed in policies, procedures, rules and regulations, yet may adversely affect CBCOG or put the health and safety of fellow employees or other third parties at risk, may also result in disciplinary action. Commission of any of the following offenses or similarly serious offenses may result in disciplinary action by the Executive Director up to and including termination:

- Illegal, unethical, abusive, or unsafe acts while on duty or personal time;
- Violation of CBCOG rules, regulations, policies, or procedures;
- Insubordination or otherwise refusing management's instruction;
- Disrespectful or unprofessional conduct;
- Inefficiency, incompetence, or neglect of duty.
- Violation of safety or health rules;
- Failure to immediately report an on-the-job injury and/or accident;
- Participation in prohibited political activities;
- Unauthorized soliciting while on duty;
- Unauthorized use of CBCOG funds or property;
- Absence without leave including:
 - Excessive or unscheduled absenteeism;
 - Repeated tardiness in reporting for work or returning from lunch or breaks;
 - Failure to notify a supervisor of sick leave, vacation, or military duties;
 - Repeated early departure;
 - Abandonment of duties.
- Endangering the safety of other persons through negligent or willful acts;
- Failure to conduct oneself in a courteous and appropriate manner while on duty;
- Falsification or alteration any official document or record including time keeping records and employment application;
- Being at work under the influence of alcohol, illegal drugs, or controlled substances;
- Conduct which results in waste or damage of CBCOG, or employee equipment, tools, machines, and/or property and/or failure to report such cases;
- Disruptive activity in the workplace including carelessness, recklessness, or horseplay;
- Violation of CBCOG's policy regarding sexual or other unlawful harassment;
- Retaliation against an employee who has filed a complaint;
- Immoral conduct or indecency;
- Abuse of illness, injury, disability, or other benefits;
- Unauthorized use or disclosure of official or confidential information;
- Unauthorized or improper use of official authority;
- Coercion, intimidation, engaging in or threatening acts of workplace violence, including but not limited to:
 - Possessing weapons on CBCOG time, CBCOG premises, or while on CBCOG business (except for licensed peace officers required to carry a weapon as part of their job duties or employees with concealed handgun licenses with permitted weapon locked in their personal vehicle);
 - Fighting, provoking, or instigating a fight, or assaulting co-workers, CBCOG officials, customers, or visitors;
 - Threatening or intimidating a co-worker, CBCOG official, customer, or visitor;
- Theft or unauthorized removal, destroying, defacing, or misusing CBCOG property or other property not belonging to the employee;
- Misusing CBCOG's communications systems, including electronic mail, computers, Internet access, telephones, and cell phones provided by CBCOG;
- Using profanity, abusive language, or slurs;

- Sleeping on the job without authorization;
- Gambling on CBCOG property or with CBCOG equipment;
- Making or publishing false, vicious, or malicious statements about CBCOG, or a CBCOG employee, CBCOG official, or citizen, or others;
- Unsatisfactory performance or conduct;
- Discourteous treatment of the public;
- Conviction of a crime or a felony, including reasonable belief employee has committed a crime under Texas Penal Code or Class A or B misdemeanor involving moral turpitude, or repeated conviction of Class C misdemeanor charges;
- Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension;
- Outside employment that conflicts with, or potentially conflicts with, CBCOG interests;
- Acceptance of payment of any kind for activities related to CBCOG employment;
- Failure or refusal to follow lawful orders;
- Dishonesty, including misrepresentation during the hiring process.

These offenses are by way of example only and are not intended to limit CBCOG's right to discipline an employee. Employment with CBCOG is on an at-will basis and may be terminated at any time, either by the employee or by CBCOG, with or without cause.

SECTION 3: ADMINISTRATIVE LEAVE

During an investigation into alleged offenses or violations of CBCOG policies, CBCOG may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay as authorized by the Executive Director.

SECTION 4: APPEALS OF DISCIPLINARY ACTION

Disciplinary actions may be appealed, in writing, to the Executive Director, within five (5) working days after the employee receives actual or constructive notice of the disciplinary action. This action may either be stayed, pending a final decision on the employee's appeal, or it may take effect at the time it is issued, as determined by the Executive Director.

The Executive Director, after conducting a thorough investigation of the facts and circumstances, shall have broad authority to approve, disapprove, modify, or rescind any disciplinary actions taken or proposed. The Executive Director shall resolve the issue with expediency and will, when feasible, notify the employee of the status of the appeal within ten (10) calendar days of completing the investigation. The Executive Director's decision shall be final.

SECTION 5: GRIEVANCE PROCEDURES

Coastal Bend Council of Governments recognizes that there are times when the need arises for employees to express concerns or complaints in a formal manner. The purpose of the Grievance Procedure is to afford employees a systematic means of obtaining satisfactory resolution of concerns or problems as quickly and informally as possible.

Matters Subject to Grievance

An employee shall have the right to file a grievance due to:

- Employee complaints of inconsistent and/or unlawful treatment;
- Interpretation and/or application of CBCOG policies, procedures, or practices; or
- Conditions of work.

Procedures

Step 1: Informal discussion with supervisor:

Employee concerns should first be discussed with the employee's immediate supervisor. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options to address the issue.

Step 2: Written complaint to supervisor:

If the employee is not satisfied with the results of the informal discussion in Step 1, the employee may submit a written complaint within five days to his or her immediate supervisor to include:

- The nature of the grievance;
- Detailed information including evidence, witnesses, related policies, etc.;
- The remedy or outcome desired.

The direct supervisor has five working days to respond to the employee in writing. If the employee complaint is regarding illegal harassment, discrimination or retaliation, the employee should submit the written complaint directly to the Executive Director or the Chairperson of the Board of Directors when the complaint is directly related to the Executive Director

Step 3: Written complaint to the Executive Director:

If the employee is not satisfied with the response from the immediate supervisor, the employee may submit a written complaint within five days of the response from the supervisor, to the Executive Director for review. The request for review should include:

- An explanation of the grievance and details of previous efforts to resolve the issue;
- A copy of the written complaint submitted to the immediate supervisor;
- A copy of the immediate supervisor's written response to the employee's complaint;
- Detailed information regarding the employee's dissatisfaction with the immediate supervisor's response.

The Executive Director will consult with the employee's immediate supervisor and any other relevant parties to evaluate the grievance and provide a written response to the employee within five days. The outcome of the review by the Executive Director will be final unless other circumstances warrant an additional review.

Recordkeeping:

CBCOG maintains records of the grievance complaint and resolution in a "Confidential" file, separate from the Personnel file.

CHAPTER 11: NON-DISCIPLINARY SEPARATIONS

SECTION 1: RESIGNATION

An employee may leave CBCOG service in "good standing" by submitting their resignation to the Executive Director, in writing, at least ten (10) working days prior to their last day of work. The Executive Director may waive any portion of the notice period related to a non-disciplinary separation. An employee who resigns without sufficient notice is subject to have his separation designated as unsatisfactory service unless there is a valid reason approved by the Executive Director for not being able to give sufficient notice.

SECTION 2: RETIREMENT

Eligible employees may elect to retire from CBCOG service in accordance with applicable retirement programs. The employee must notify the Executive Director in writing at least thirty (30) days prior to the date of retirement.

SECTION 3: DISMISSAL / TERMINATION

Employment with CBCOG is for no fixed or definite term. All employment by CBCOG has been and continues to be at-will, except for those positions that may have a written contract approved by the Board of Directors. That means that both the employee and/or CBCOG have the right to terminate employment at any time, with or without notice, and with or without cause. CBCOG may terminate an employee's employment because of unsatisfactory performance or conduct, or violation of CBCOG policies and/or procedures, including a new hire who fails the Introductory Period. Employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance, pending results of an investigation, or conduct, or violation of CBCOG policies and/or procedures, are not eligible for rehire.

SECTION 4: JOB ABANDONMENT

An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered to be absent without leave. An employee who is absent without leave for three (3) consecutive days will be considered to have voluntarily resigned their employment with CBCOG, and such resignation shall be effective on the date the absence without leave began. In such cases, the employee's separation shall be considered "Not in Good Standing".

SECTION 5: LONG-TERM ABSENCE

Leave of absence beyond earned leave time may be granted by the Executive Director if it is a reasonable accommodation justified by medical necessity and does not pose an undue burden to CBCOG.

SECTION 6: DISABILITY OR INCAPACITY

CBCOG prohibits employment discrimination against qualified individuals with disabilities. An employee may be separated from duty when, for physical or mental reasons, the employee cannot perform the duties of the job and no reasonable accommodations can be made that enable the employee to continue to perform the duties of the job.

Separation for incapacity shall not be considered a disciplinary action and shall not operate to deny any employee the use of any accrued illness, injury, disability, or other benefits. If the employee is qualified and able to perform another job in CBCOG service, and such a position is available and does not require displacing another employee, the disabled employee shall be placed in that job before the employee is dismissed from CBCOG service.

SECTION 7: REDUCTIONS IN FORCE / REORGANIZATION

An employee may be separated from employment with CBCOG when it is deemed necessary if the employees' position is abolished or when there is a lack of funds or work, or for other reasons which are outside the employee's control, and which do not reflect discredit upon the service of the employee.

When reductions in force are necessary, the following factors will be considered:

First Priority: The performance record of each employee
Second Priority: Qualifications of the employee for remaining positions
Third Priority: Seniority

SECTION 8: DEATH

In the event of an employee's death, the designated beneficiary / estate will be paid all earned pay and payable benefits.

CHAPTER 12: PERSONNEL RECORDS

SECTION 1: PERSONNEL FILES and RECORDS

CBCOG will maintain personal work history records for each active CBCOG employee. Records will also be maintained on inactive CBCOG employees for not less than the period required by law. An employee's personnel records are available for inspection in the Executive Director's office by the employee, any individual authorized by the employee or the employee's immediate supervisor. The Executive Director will not release personnel records to individuals or agencies outside CBCOG, except as required by law.

An employee, at all times, has a right to inspect any and all documentation made a part of the employee's personal work history record and may, at any time, submit personal work history information, which can be included into the employee's official records [e.g., continuing education material or certifications]. Employees will be given a copy of any written record of a disciplinary action or performance counseling that is made a part of their personnel file.

SECTION 2: STATUS CHANGES OR NEW HIRES

The Executive Director shall recommend changes in personnel status. Any request for change of an employee's status, or requests to hire new employees will be reviewed by the supervisor and approved by the Executive Director, prior to making any commitments to existing employees or prospective new hires.

SECTION 3: EMPLOYEE ACTION FORM

The Employee Action Form (EAF) is the official document for recording and transmitting each personnel action to the personnel file. The EAF is used to promote uniformity in matters affecting Position Title, Classification, Pay Range, Grade and Step, salary and other actions affecting the employee's status. Each EAF becomes part of employee's permanent file and may be provided to the employee involved.

SECTION 4: CONTENTS OF PERSONNEL FILES

Employee Personnel files shall be maintained by the Executive Director. The "record" copy of all personnel information shall be filed in the employee's personnel file. Personnel files shall be considered strictly confidential; their use being restricted to official personnel matters. No information derived from any record placed in the employee's file shall be communicated to any person or organization except by the Executive Director.

When supervisors are required to handle personnel matters concerning staff under their jurisdiction, specific authorization to access an employee personnel file shall be obtained by the supervisor from the Executive Director.

Employees shall promptly inform their supervisors of corrections to matters recorded therein such as home address, telephone number and person to be notified in case of emergency.

CBCOG's Goal is for each employee's personnel file to contain at least the following:

- Employment Application and related documentation;
 - W-4 Form
 - All performance evaluation records;
 - Records of any citation for excellence or awards for good performance;
 - Records of any reprimands or other disciplinary actions;
 - Any pertinent information regarding the employee's status or performance;
 - A copy of employees' applicable Job Description(s), signed by the employee;
 - Employee Action Forms;
 - Receipt and Acknowledgement of Employee Handbook signed and dated by the employee.
- and
- USCIS Form I-9 – Employment Eligibility Verification in a separate confidential file.

SECTION 5: LEAVE RECORDS

Official records of vacation and sick leave accrual and usage will be kept for each employee with their payroll records. Leave records will be kept and maintained in accordance with state and federal law.

SECTION 6: CONFIDENTIALITY OF MEDICAL INFORMATION

Federal law requires that CBCOG maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, CBCOG maintains a separate medical file for each employee. The Executive Director maintains these confidential medical files. Examples of information that may be provided to CBCOG by an employee or the employee's health care provider, and maintained in the confidential medical file, include, but are not limited to:

- A note to justify an absence or to request leave;
- A note to verify the employee's ability to return to work;
- Medical records to support a claim for sick pay or disability benefits;
- Insurance records;
- Workers' compensation records; and
- Medical history records, as allowed by law.

CBCOG does not request genetic information from an applicant, employee, or health care provider. CBCOG discourages health care providers from sending genetic information. Any genetic information inadvertently sent to CBCOG will be returned to the health care provider. If an employee provides information to the supervisor, the supervisor may only share this information on an "as needed" basis with other members of management. Employees must also respect the confidentiality of coworkers' medical information and are expected to maintain said privacy dealing with such information.

CHAPTER 13 – EMPLOYEE BENEFITS

In accordance with appropriate Federal and State laws, deductions from employee's salaries shall be made and the appropriate sums remitted to the proper authorities for all required Federal and State taxes. In accordance with policies and general procedures approved by the Staff Personnel Procedures Committee, deductions from employee's salaries and a remittance to the proper authorities shall be made where appropriate for the following:

SECTION 1: MEDICAL INSURANCE / DENTAL INSURANCE / Vision Insurance

Medical Insurance

All full-time 30 Hour and 40 Hour employees are eligible to participate in CBCOG's Medical Insurance Plans. Such participation will be defined by the insurance plan in effect. All full-time employees are provided medical insurance benefits. CBCOG contributes 100% of the active employee's cost of participation in CBCOG's group health insurance plan.

Initial coverage shall begin upon employment. Coverage for other family members is at the option of and payable by the employee through payroll deductions at the prevailing rates.

Dental Insurance / Vision Insurance

All full-time employees are eligible to participate in the Dental and Vision insurance plans. Such participation will be defined by the insurance plans in effect. CBCOG contributes 100% of the active employee's cost of participation in CBCOG's dental and vision insurance plan.

The terms and conditions of the level of medical / dental coverage may be changed, amended, or modified, as authorized by the CBCOG Board of Director's.

Part-Time Employee Coverage

Part-time employees are not eligible for any benefits.

SECTION 2: LIFE INSURANCE and LONG-TERM DISABILITY INSURANCE

Life Insurance

All full-time 30 Hour and 40 Hour employees are eligible to participate in the life insurance plan. Such participation will be defined by the insurance plan in effect. CBCOG provides group life insurance coverage for all full-time employees. Coverage shall begin upon employment. The life insurance is payable in the event of death of the employee. Payment will be made to the beneficiary designated by the employee.

SECTION 3: WORKERS' COMPENSATION INSURANCE

CBCOG provides Workers' Compensation insurance coverage to protect the employee. This insurance is at no cost to the employee and covers any injury or illness sustained in the course and scope of employment. Such benefits may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, to include possible partial salary continuation. It is not designed to cover ordinary diseases of life. All employees and volunteers of CBCOG are covered by workers' compensation insurance.

Injuries not related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties are not covered. Neither the employer nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic

activity arranged by the employer, injuries occurring while working or volunteering for an employer or organization other than CBCOG, and/or injuries occurring during self-employment, are not covered under CBCOG's workers' compensation plan.

Any employee who sustains a work-related injury or illness should immediately inform their supervisor and the Executive Director. No matter how minor an on-the-job injury may appear, it must be reported immediately. The supervisor should then immediately inform the Workers' Compensation claims coordinator of the injury or illness so the coordinator can complete a First Report of Injury and submit it to the insurer.

The Workers' Compensation claims coordinator will help the employee and the employee's supervisor arrange for appropriate medical treatment. It is the policy of the company to support the practice of bringing injured employees back to work, as soon as they are medically able, to a position within the CBCOG and compatible with any physical restrictions they may have.

Current positions can be modified to fit an injured employee's medical restrictions by modifying workstations, altering specific tasks or reducing hours. Workers' Compensation fraud is a punishable crime. CBCOG and our insurer have a "zero tolerance" policy for fraud. Offenders will be prosecuted. If you think you see fraud happening, notify the Executive Director immediately. Your tip will be investigated and kept strictly confidential.

Information about Workers' Compensation rights is available from any office of the Texas Workers' Compensation Commission, or by calling 1-800-252-7031. Spanish documents are available.

Accident and Injury Reporting Procedures

Medical Attention

When an employee is injured on the job, CBCOG's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment.

Reporting and Documentation

The employee's supervisor is responsible for notifying their immediate supervisor and/or the Executive Director immediately upon being made aware of an employee's involvement in an accident and/or injury. This timely notification is critical.

The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit CBCOG's Accident Report, First Report of Injury or Illness and any other related information to the Executive Director no later than the next business day after the injury occurred, or no later than 9 a.m. on Monday for injuries occurring over the weekend.

If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise the Executive Director of these circumstances. The decision if an injury will be covered by workers' compensation will be made by the provider and not by CBCOG.

If the employee's treating physician recommends convalescence at home, the employee is required to report to the Executive Director each Friday. For every doctor's office visit, the employee is required to obtain from their doctor a completed Work Status Report, which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment. It is the employee's responsibility to ensure that a copy of the Work Status Report is forwarded to their supervisor. Failure to report as required may result in disciplinary action, up to and including termination.

Returning to Work

The employee is to return to work immediately after treatment unless the employee's physician provides documentation of the employee's inability to perform the essential duties of the job in either a regular or modified duty capacity. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. CBCOG does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another division.

SECTION 4: GROUP HEALTH CONTINUATION COVERAGE (COBRA)

COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation coverage.

Under COBRA, employees may elect COBRA continuation coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan.

Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must notify CBCOG within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in CBCOG's group health plan and again when a qualifying event occurs. For more information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan with the provider.

SECTION 5: SOCIAL SECURITY / MEDICARE / PAYROLL TAXES

All employees of CBCOG are covered under the Federal Insurance Contributions Act (FICA). This type of government insurance, known as "Federal Old Age and Survivor's Insurance", provides benefits for retirement and disability. This insurance is financed through payroll deductions by the employee and CBCOG's matching contributions.

In accordance with appropriate Federal and State laws, deductions from employees' salaries shall be made and the appropriate sums remitted to the proper authorities for all required Federal Income Taxes.

SECTION 6: UNEMPLOYMENT INSURANCE

CBCOG is a participant in the Texas Unemployment Compensation Insurance program, which provides payments for unemployed workers in circumstances as provided by law. All employees of CBCOG are covered under the state's Unemployment Compensation Insurance program.

SECTION 7: RETIREMENT and IN-SERVICE DEATH BENEFITS

CBCOG provides a plan for the retirement and disability of our employees. Participation is compulsory for all full-time 30 Hour and 40 Hour employees. Coverage shall begin after six (6) months of employment. The employee will contribute five percent (5%) of their salary through payroll deductions into the retirement plan, with CBCOG matching this amount on a 2 to 1 basis. Employee participation is mandatory.

In addition to the retirement plan, CBCOG also provides an "In Service Death Benefit" for its employees' participation. This death benefit is payable to the designated beneficiary upon death of the covered employee. The amount payable is equal to two (2) times (x) the annual salary of the covered employee, not to exceed \$150,000. This supplemental benefit is provided by CBCOG at no cost to the employee.

CHAPTER 14: TRAVEL POLICY, WAGE DEDUCTIONS AND CREDIT CARD USAGE POLICY

SECTION 1: TRAVEL POLICY

This policy is applicable to all CBCOG employees. It is CBCOG's policy to pay for, or reimburse, all reasonable and necessary expenses incurred by an employee when the employee travels on CBCOG related business. All travel related expenses and reimbursements are subject to budget limitations and authenticated expenses.

SECTION 2: AUTHORIZATION REQUIRED

The Executive Director shall authorize travel leave, advances, and expenses for employees for CBCOG business to be conducted outside of CBCOG area limits.

SECTION 3: PERSONAL CREDIT CARDS

CBCOG credit cards will be used for travel, when available. Personal credit cards may be used by employees for CBCOG travel related expenses as approved by the Executive Director.

SECTION 4: TRANSPORTATION

When travel is required for CBCOG business, the most efficient and economical mode of travel must be used. All approved transportation expenses will be reimbursed, as follows:

Personal Vehicle: Employees authorized to use their personal vehicle for CBCOG business will be paid on a per mile basis equivalent to the current IRS mileage reimbursement rate. When driving, if the total extended travel cost for mileage, lodging and meals results in savings over air travel, the employee may request to stay over with approval from the Executive Director. If approved, CBCOG will pay for lodging and meals, but not compensated time.

Parking / Toll Fees: Reimbursement will be made for the cost of parking and toll fees. Receipts are required for reimbursement.

Air Travel: When approved, air travel must be booked at the most discounted fare basis when possible. Air travel arrangements are to be made by the employee for the applicable department.

Rental Vehicles / Taxi and Bus Fares: Reimbursement will be made for the use of rental vehicles, taxi, or bus fares, provided such expenses are necessary and reasonable. Receipts are required and must be submitted for reimbursement.

Alternate Routes: For personal reasons, the traveler may request authorization to use an alternate route. If approved, the traveler will use personal time and bear any additional cost/s.

SECTION 5: LODGING

It is the policy of CBCOG to reimburse only for lodging that is economical and practical. An itemized receipt of hotel expenses must be submitted with the Expense Report. Hotel reservations will be made by the employee in the respective department and paid for with a CBCOG credit card or with a travel advance with Executive Director approval.

SECTION 6: MEALS

Expenses Not Covered in Policy

Executive Director's approval must be obtained prior to any expenditure of funds for items or charges which are not specifically addressed in this travel policy.

Non-Allowable Expenses

The following expenses or charges will not be reimbursed and must be paid for by the employee:

- Alcoholic Beverages (unless prior approval by the Executive Director and it relates to a reasonable business entertainment expense)
- In-hotel pay or pay per view television or movies.
- Dry cleaning and laundry services for stays less than 7 consecutive days.
- Health club and spas.
- Expenses of a guest / spouse (unless prior approval has been obtained)
- Other items not relevant to the business purpose of the travel.

Business Meals

To be a reimbursable "Business Meal" the meal must be one that is:

- Approved in advance by the Executive Director;
- Is non-routine in nature;
and
- Involves more than one person.

Meals costs should be appropriate to the business needs, and while costs for meals varies by geographical regions, CBCOG expects traveling employees to be reasonable when purchasing staff meals.

To be a reimbursable "Business Meal" the meal must fall within one of the following tests:

Directly – Related Test: the meal must satisfy all the following:

- The main purpose of the business meal is the active conduct of business;
- Business is conducted during the meal; and
- There is more than a general expectation of deriving income to CBCOG, lowering CBCOG expenses or some other specific CBCOG benefit at some future time.

Associated Test: The meal must satisfy all the following:

- Associated with the active conduct of CBCOG's business; and
- Directly before or after a substantial business discussion.

Compliance

Abuse of this policy, including falsifying Travel Authorization Forms, expense reports, or submitting false claims will result in disciplinary action, up to and including termination.

SECTION 7: WAGE DEDUCTION AUTHORIZATION

I understand and agree that my employer, the Coastal Bend Council of Governments (CBCOG) may deduct money from my pay from time to time for reasons that fall into the following categories:

Benefits:

- My share of the premiums for the CBCOG group health and medical plan;
- Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by CBCOG;
- If my employer pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under the applicable Coastal Bend Council of Governments benefit plan, the amount of such payments made by CBCOG; such payments being an advance of future wages payable to me.

Overpayments:

- If I receive an overpayment of wages for any reason, repayment to Coastal Bend Council of Governments of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless Coastal Bend Council of Governments agrees in writing to a series of smaller deductions in specified amounts).

Misuse of Company Property and Resources:

- The cost of repairing or replacing any Coastal Bend Council of Governments supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from Coastal Bend Council of Governments during my employment. I understand that no such deduction will take my pay below minimum wage, or, if I am a salaried exempt employee, reduce my salary below its predetermined amount;
- Installment payments on unauthorized transactions with a Coastal Bend Council of Governments credit card for a personal purchase in violation of the Credit Card Usage and Reimbursement Policy, and if there is a balance remaining when I leave employment, the remaining balance of such unauthorized amounts. I understand that no such deduction will take my pay below minimum wage, or, if I am a salaried exempt employee, reduce my salary below its predetermined amount.

Administrative Fees:

- Administrative fees in connection with court-ordered garnishments or legally required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws.

Advanced Leave:

- If I take paid vacation or sick leave in advance of the date, I would normally be entitled to it and I separate from Coastal Bend Council of Governments before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered.

SECTION 8: CREDIT CARD USAGE AND REIMBURSEMENT

Coastal Bend Council of Governments (CBCOG) may issue company credit cards to certain employees for business use only. This policy applies to all staff of Coastal Bend Council of Governments and sets out the terms for the use of Coastal Bend Council of Governments credit cards. Each individual in possession of a Coastal Bend Council of Governments credit card is responsible for all purchases on the card and for ensuring that the card is not used by any other individual unless authorized by Coastal Bend Council of Governments. Card numbers may not be distributed and should not be saved in online accounts.

- CBCOG credit cards must be used for authorized business-related purchases in conjunction with the cardholder's job duties and shall not be used for any non-business purpose. Non-business purchases are considered any purchases that are not for the benefit of CBCOG.
- Use of an ATM or cash-back from the credit card is prohibited.
- Travel-related expenses, such as gas, transportation, food, and lodging incurred while on approved business travel, may be purchased with the credit card as long as these purchases are consistent with this policy.
- The employee in possession of the CBCOG credit card is responsible for receiving, printing, and retaining all receipts related to purchases made with the credit card. If a receipt is lost, a written description of the item(s) and amount of the purchase must be maintained and submitted in the same manner as an original receipt would be.
- All receipts must be turned into the Finance department within five (5) business days after receipt of the statement utilizing the approved procurement log. Any receipts for meals or entertainment must be attached to a paper that clearly indicates the names of all persons attending the meal or entertainment and the business purpose of such event.
- Use of CBCOG credit cards is a privilege that CBCOG may withdraw at any time, with or without cause. Any CBCOG credit card must be returned to the Executive Director upon termination of employment.
- If any employee uses a CBCOG credit card for a personal purchase in violation of this policy, the cost of such purchase(s) will be considered an advance of future wages payable to that employee and will be deducted in full from the employee's next paycheck. Any remaining balance will be deducted from subsequent paychecks until the wage advance is fully repaid. These deductions may take the employee's wages below minimum wage for the pay period(s) in question.
- If any employee uses a CBCOG credit card for a non-personal purchase that is not within the scope of the employee's duties or the employee's authorization to make business-related purchases, the cost of such purchase(s) will be the financial responsibility of that employee unless otherwise expressed in writing by the Executive Director. The employee will be required to reimburse CBCOG via deductions from pay until the unauthorized amount is fully repaid. These deductions will at no time take the employee's wages below minimum wage.
- In addition to financial responsibility and liability for wage deductions resulting from unauthorized purchases, violation of this policy may result in discipline up to and including termination of employment.

CHAPTER 15: PROPERTY and EQUIPMENT USE

SECTION 1: GENERAL POLICY

CBCOG provides each employee with adequate tools for the job being performed, and CBCOG requires all employees to observe safe work practices and lawful, careful, and courteous operation of equipment in compliance with all municipal, County, and State regulations. .

SECTION 2: PROPERTY CONTROL

Directors shall insure that property under their control is properly safeguarded, accounted for, and administered. The Executive Director shall maintain or delegate the maintenance of an up-to-date inventory of all CBCOG property. All acquisitions, disposals, or transfers of property shall be reported to Executive Director or the designated representative of Executive Director by Directors. Employees shall only utilize CBCOG reproduction copiers, cameras, video cameras, computers, printers, or similar equipment for CBCOG business.

SECTION 3: USE OF CBCOG EQUIPMENT and FACILITIES

The use of CBCOG equipment and facilities for private use is prohibited without prior approval from the Executive Director. Under no circumstances shall CBCOG equipment or facilities be used, loaned or rented without this approval.

SECTION 4: TOBACCO USE

CBCOG's policy is to provide a smoke and tobacco free workplace. Smoking or other use of tobacco products (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) is prohibited in CBCOG buildings, or outdoors within twenty-five (25) feet of any entrance utilized by employees or the public. Smoking and tobacco use is also prohibited in all CBCOG vehicles. Smoking is only allowed in designated smoking areas. Cigarette butts, cigar butts, or other traces of litter or tobacco use may not be discarded on the ground at any CBCOG facility, including parking lots.

SECTION 5: SEARCHES

CBCOG may conduct unannounced searches or inspections of the work site, including but not limited to CBCOG property used by employees such as file cabinets, desks, and offices, computer and electronic files, social media sites, work cell phones and text messages, whether secured, unsecured, or secured by a lock or password provided by the employee to CBCOG.

If reasonable suspicion exists, CBCOG may also conduct unannounced searches or inspections of the employee's personal property located on CBCOG premises, including vehicles parked on CBCOG parking lots. Searches are authorized and conducted under the direction of the Executive Director. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

CHAPTER 16: COMMUNICATIONS

SECTION 1: ELECTRONIC COMMUNICATIONS and SYSTEMS ACCESS

CBCOG may provide computers, tablet computers, computer networks, Internet access, instant messaging, email, telephones, cell phones, digital cameras, voice mail and fax communication systems to employees in the performance of their jobs. These communication devices are referred to collectively in this policy as "electronic communications systems" or "systems".

These electronic communications systems are designed to support and enhance the communication, research, and information capabilities of CBCOG employees and to encourage work-related communication and sharing of information resources. This policy governs user behavior pertaining to access and usage of CBCOG's electronic communications systems. This policy applies to all CBCOG employees, contractors, volunteers, and other affiliates who use CBCOG's electronic communications systems. CBCOG's electronic communications systems access must be used in a professional, responsible, efficient, ethical, and legal manner.

Computers, Network, Internet, Instant Messaging and Email Access

CBCOG computers, the computer network, Internet, instant messaging and/or email access assigned to employees are the property of CBCOG. Employees ("Users") are provided access to computers and the network to assist them in the performance of their jobs. Certain Users may also be provided with access to the Internet through the computer network. All Users have a responsibility to use CBCOG's computer resources and the Internet in a professional, lawful, and ethical manner. Users must understand this policy and follow its guidelines as a condition of receiving access to Internet, instant message and/or email account. Failure to adhere to this policy and its guidelines may result in disciplinary action, including but not limited to; suspension, termination, and civil and/or criminal liability.

Acceptable Use

Electronic Communication Systems are to be used for conducting CBCOG business. Electronic Communications Systems are not intended to be used for conducting personal business. Network users are encouraged to develop uses which meet their individual needs and which take advantage of CBCOG's internal network function. Users must understand that use of any CBCOG-provided computer, publicly accessible computer network such as the Internet, instant messaging and email is a privilege, and such resources are to be used for conducting CBCOG business and associated tasks. Personal use of CBCOG electronic media is not permitted.

Occasional, limited, and appropriate personal use of the computer is permitted if such use does not (a) interfere with the user's or any other employee's job performance; (b) have an undue effect on the computer or network performance; or (c) violate any other policies, provisions, guidelines, or standards of this agreement or any other policies of CBCOG. Personal use of the computer is a privilege that may be revoked at any time.

Illegal Copying / Copyright

Users may not illegally copy material protected under copyright law or make that material available to others for copying. Users are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material that is loaded on CBCOG computers. Any software or other material, including music, downloaded into a CBCOG computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material.

Unauthorized software should not be downloaded onto CBCOG's computer system. Prior written authorization from the Executive Director is required before introducing any software into CBCOG's computer system. Employees may not download entertainment software, games, or any other software unrelated to their work. An employee may not agree to a license or download of any material for which a registration fee is charged without first obtaining the written permission of CBCOG.

Unacceptable Uses of Electronic Communication Systems include:

- Using profanity, obscenity, or language which may be offensive or harassing to co-workers or third parties
- Using the systems to send or distribute off-color jokes, articles, or stories that are lewd, and a reasonable person would find them offensive;
- Using the systems in a manner that neglects the employee's duties or interferes with CBCOG operations;
- Accessing, displaying, downloading, or distributing sexually explicit material;
- Using the systems to invite an employee on a date or make sexual propositions;
- Accessing, displaying, downloading, or distributing profane, obscene, harassing, offensive or unprofessional messages or content;
- Using the systems to send threatening messages to any other person or institution;
- Copying or downloading commercial software in violation of copyright law;
- Using the systems for financial gain or for any commercial activity unrelated to CBCOG business;
- Using the systems in a manner as to create a security breach of CBCOG network;
- Looking or applying for work or business opportunities other than for internal CBCOG postings;
- Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or unwelcome remarks. This prohibition includes but is not limited to remarks or content regarding race, religion, genetic information, color, sex, sexual orientation, national origin, age, disability, physical attributes, marital status, or veteran status;
- Transmitting or sharing information regarding a co-worker's health status;
- Voicing opinions or personal views that could be misconstrued as being those of CBCOG;
- Stating opinions or personal views about management of CBCOG or other political views;
- Using the electronic communication systems for any illegal purpose or in any way that violates CBCOG policy or is contrary to CBCOG's best interest.

Disseminating, Viewing or Storing of the following is prohibited:

- Commercial or personal advertisements, solicitations, and promotions;
- Destructive code (e.g., viruses, Trojan horse programs, etc.);
- Political material;
- Sexually explicit, profane, obscene, harassing or offensive material;
- Gambling; and any other unauthorized material.

Filtering

CBCOG has the right to and therefore utilizes software to filter Internet and instant message content for all employees. These filters are designed to prevent viewing, sending, or access to material deemed inappropriate for the workplace. CBCOG will review this filtering on a periodic basis and may modify the types of prohibited content without notification to CBCOG employees, contractors, volunteers, or other affiliates. The Executive Director (or designee) may grant exceptions to Internet and instant messaging filtering only after a review of the requested information has been conducted and a determination that CBCOG's current filtering practice impedes the requestor's ability to perform the requestor's job duties.

Responsibility

The person in whose name a CBCOG provided Internet, email or other electronic communications system account is issued is responsible at all times for its proper use, regardless of the user's location. Exchanges that occur while conducting CBCOG business on CBCOG's electronic communications systems is considered a communication of CBCOG and held to the same standards as formal letters.

Electronic Communication Systems No Right of Privacy / Monitoring

Users are assigned CBCOG computers, computer network, Internet, instant messaging and/or email access to assist them in the performance of their jobs. Users may not assume they are provided any degree of anonymity and expressly waive any right of and should have no expectation of privacy in anything they create, store, send, or receive using CBCOG's electronic communication systems to include computer equipment and Internet access. Personal passwords are not an assurance of confidentiality. CBCOG will monitor use of its electronic communications systems; including but not limited to employee email, voice mail, instant messages, text messages, information and material transmitted, received or stored using CBCOG systems and user Internet access and usage patterns to assure that CBCOG's Internet resources are in compliance with this policy. The computer network is the property of CBCOG and may be used only for CBCOG purposes.

Duty Not to Waste or Damage Computer Resources

Accessing the Internet: To ensure security and avoid the spread of viruses, Users accessing the Internet through a computer attached to CBCOG's network must do so only through CBCOG's Internet provider, which has an Internet firewall or other security device. Bypassing CBCOG's computer network security by accessing the Internet directly by modem or other means is strictly prohibited.

Frivolous Use: Computer resources are not unlimited. Network bandwidth and storage capacity have finite limits and Users connected to the network have a responsibility to conserve these resources. As such, the User must not deliberately perform acts that waste computer resources or monopolize resources to the exclusion of others. These acts include, but are not limited to, playing games, sending / receiving mass mailings, chain letters and jokes, spending excessive amounts of time on the Internet, engaging in online chat groups, uploading or downloading files, accessing streaming audio and/or video files, or otherwise creating unnecessary loads on network traffic with non-business-related uses of the Internet.

Virus Detection: Files obtained from sources outside CBCOG, including disks brought from home or non-CBCOG sources, files downloaded from the Internet, newsgroups, bulletin boards, or other online services, files attached to email, and files provided by customers or vendors, may contain dangerous computer viruses that may damage CBCOG's computer network. Users should always first scan the material with CBCOG software. If you suspect that a virus has been introduced into CBCOG's network, notify the Executive Director immediately.

Disclaimer

The Internet is a worldwide network of computers that contain millions of pages of information. Users are cautioned that many of these pages include offensive and sexually explicit materials. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. Users accessing the Internet do so at their own risk and CBCOG is not responsible for the content of material viewed or downloaded by Users from the Internet. To minimize these risks, your use of the Internet at CBCOG is governed by this policy.

Section 2: SOCIAL MEDIA

The policy covers all social media, networking, blogging, journaling, instant messaging, and video posting sites, as well as CBCOG owned electronic networks or devices. An employee's use of social media, both on-duty and off-duty, must not interfere or conflict with the employee's duties or job performance, reflect negatively on CBCOG or violate any CBCOG policy.

The intent of this policy is to regulate the creation and distribution of information concerning CBCOG, its employees, public officials, and citizens through electronic and social media. Protecting CBCOG's reputation and ensuring that employee communications with people outside CBCOG not only reflects positively on the person as an individual, but also as a representative of CBCOG.

Personal use of the internet is a privilege and carries responsibilities requiring ethical and responsible use. While every person has the right of free speech under the First Amendment, not all speech by a CBCOG employee or official falls within the protection of the First Amendment. Employees and officials may comment on issues of general or public concern (as opposed to personal grievances) so long as the comments do not disrupt the workforce, interfere with important working relationships or efficient workflow, or undermine public confidence in CBCOG. While any comments must be evaluated on a case-by-case basis, this policy establishes general guidelines for CBCOG employees and officials.

CBCOG may monitor the access, use and postings to the internet, including from personal computers, to ensure compliance with CBCOG policies, support the performance of investigations, assist management of electronic communications systems, and for all other lawful purposes. CBCOG expects all employees and officials to follow the guidelines contained in this policy when posting information on the internet, regardless of if it is done during or after work hours.

Use of CBCOG Equipment

No use of any social media is considered private or confidential even if it is password protected or otherwise restricted. Any person using a CBCOG-owned computer, cell phone, or other internet-equipped electronic device has no expectation of privacy. CBCOG reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed, or received through its electronic communication systems or equipment at any time.

Other CBCOG Policies Apply

This policy should be read and interpreted in conjunction with other CBCOG policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. For employee resolution, CBCOG provides an effective system for employee complaints via the Employee Handbook.

Employee Guidelines

Any discussion or posting of public information on the internet in any site, must comply with CBCOG's guidelines (listed herein), regardless of where the posting is conducted, in accordance with the Texas Public Information Act and the Texas Open Meetings Act.

Posting of information of a personal nature on the internet by employees is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of CBCOG's electronic resources.

- Never disclose any confidential information concerning CBCOG or any employee in any posting, which may violate law and be subject to criminal penalty;
- Never disclose personal information about a CBCOG official, client or customer;
- Never disclose any confidential information in any posting. Posting of confidential information violates policy and may subject the individual posting their information to disciplinary action;
- Do not engage in social networking of a personal nature while using any of CBCOG's electronic resources, including posting any comments or material that promote or endorse a political campaign or candidates;
- Do not provide information or documents regarding CBCOG business in a posting or in response to a posting. All requests for CBCOG documents must be processed through the Texas Public Information Act;
- Employees must abide by all federal and state law as well as CBCOG policies with regard to information posted and transmitted through the internet;
- If the employee's personal social networking includes any information related to CBCOG, the employee must make it clear that the views expressed are the employee's alone and not reflective of CBCOG's views;
- Employees are expected to act responsibly on and off duty, and to exercise good judgment when using social media;
- Respect co-workers and CBCOG. Do not post any information and/or pictures on the internet which may slander, embarrass, insult, demean, or damage the reputation of CBCOG or its employees;
- Do not put anything on social media, networking, blogging, journaling, instant messaging, and videotaping sites that may constitute a violation of CBCOG's harassment policy;
- Do not post any pornographic pictures of any type which could identify you as an employee of CBCOG;

- Do not post pictures of yourself or others containing images of CBCOG Uniforms or insignia, CBCOG logos, CBCOG equipment or CBCOG worksites, unless you are posting them on an official CBCOG website as part of your job duties and in conformance to the existing policies;
- Do not post information on the Internet which could adversely impact CBCOG or an employee of CBCOG;
- Do not permit or fail to remove postings violating this policy even when placed by others on your personal social media, networking, blogging, journaling, instant messaging, and video posting sites;
- Any social media presence on behalf of CBCOG or representing CBCOG or any CBCOG Department must be requested by the associated Director. The requesting Director as well as the employee that creates and monitors said social media presence shall be held responsible for all content appearing on the requested social media sites;
- Individual supervisors do not have authority to make exceptions to these guidelines.

CBCOG Use of Social Media

CBCOG encourages the use of social media to further the goals and mission of CBCOG. CBCOG also supports the use of social media to reach broader audiences and strengthen the connection between CBCOG and the community. CBCOG may use social media to distribute information and photos that are relevant, timely, and informative. Links should direct users to CBCOG's official website for detailed information, forms, documents, or on-line services necessary to conduct business.

Only designated CBCOG employees will be allowed to post or distribute information on CBCOG's social media sites. Directors will approve designated employees.

Corrections

Erroneous information, either posted or distributed, needs to be corrected as soon as possible. Serious errors are to be brought to the attention of Executive Director upon discovery.

User Comments

Users and visitors to CBCOG social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communications between CBCOG departments and the public, and that posted comments will be monitored. Any comment posted on a CBCOG social media site by a member of the public is not an opinion of CBCOG. CBCOG reserves the right to remove inappropriate comments and comments which violate this Policy or applicable law, which may include but are not limited to:

- Comments not related to the post for which they are made, is off topic or is not within the business of CBCOG;
- Abusive, profane, or vulgar language or content;
- Comments which reflect personal attacks about the character or personality of a person, or insults of any kind;
- Solicitations of commerce or endorsements of products, services, organizations, or other entities;
- Comments containing personal identifying information or sensitive personal information;
- Sexual content or links to sexual content;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, national origin, physical or mental disability, or sexual orientation;
- Comments which refer to or encourage illegal activity or which incite violence.
- Content that violates a legal ownership of property or infringes on a copyright or patent;
- Comments that promote or endorse a political campaign or candidates.

Persons may be banned from CBCOG's Social Media pages if, after appropriate warning and removal of posts, they continue to act contrary to these rules.

SECTION 3: RECORDS RETENTION

Social media sites contain communications sent to or received by CBCOG and its employees. Such communications are therefore public records subject to the Texas Public Information Act. Retention requirements apply regardless of the form of the record. CBCOG shall endeavor to preserve records pursuant to a relevant records retention schedule prescribed by state law for the required retention period in a format which preserves the integrity of the original record and is accessible.

SECTION 4: TELEPHONE USAGE / CONTACT

Telephone Usage

Telephones should be answered promptly and courteously. Personal calls shall be limited so as not to interfere with CBCOG business.

Telephone Contact

All employees must provide a phone number (cell phone or land line) at which they can be reached during off-duty hours. All employees must immediately notify the supervisor of any change in phone number(s), and provide a phone number for a secondary contact.

SECTION 5: CELL PHONE USE IN THE WORKPLACE

Except in emergency circumstances, employees may not use a cell phone while operating a motor vehicle, including making and receiving phone calls and texting.

All employees must, when asked by CBCOG, consent to a request to provide CBCOG access to all CBCOG issued cell phone and text message records used for CBCOG business purposes. CBCOG information and all data stored or residing on a CBCOG-issued cellular phone or personal phone used for CBCOG business remains the property of CBCOG and CBCOG may engage in monitoring efforts. Employees using CBCOG-issued cell phones have no expectation of privacy in cell phone calls, pictures, or text messages on these phones.

Limited personal use of a CBCOG issued cell phone is permitted, however, may be subject to the Texas Public Information Act. In such accordance, a current or former officer or employee of CBCOG does not have, by virtue of the officer's or employee's position or former position, a personal or property right to public information the officer or employee created or received while acting in an official capacity.

SECTION 6: TEXAS PUBLIC INFORMATION ACT

Employees are advised that records related to calls, text messages, pictures and videos made and received may be subject to the Texas Public Information Act. Information related to telephone numbers called, length of call, and time and date of call as well as the text message, picture, and video itself may be obtainable through the Texas Public Information Act, except in narrowly defined circumstances.

Employees using personal devices should remain aware that using personal devices on CBCOG business could potentially expose their personal records to public scrutiny or legal subpoena. In addition, texts used for business may be official records and should be archived. CBCOG employees should not use text messaging or calls from personal devices to discuss work-related issues. Emails that are part of CBCOG's system may be used from personal devices.

SECTION 7: PRESS RELEASES

All press releases are issued and approved by the Executive Director.

CHAPTER 17: DRUG AND ALCOHOL-FREE WORKPLACE POLICY

CBCOG recognizes that it is in the best interest of our employees and our organization to ensure that our workplace remains safe, healthy and free from abusers of alcohol and drugs. Allowing employees to work while under the influence of alcohol and/or drugs not only lowers employee morale and productivity, it also increases the probability of serious mistakes in the workplace, some of which could be life threatening.

An employee may not use, possess, sell, distribute, transfer, purchase or be under the influence of alcohol (except under the limited circumstances otherwise described in this handbook), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer by employees at any time, while on CBCOG premises, while on duty, while on CBCOG business or other activities off premises, while driving a CBCOG-owned or leased vehicle, or while operating or using other CBCOG owned or leased property or equipment. Employees must not report for duty or be on CBCOG property while under the influence of, or have in their possession while on CBCOG property, any illegal drug.

Further, an employee on duty or conducting CBCOG business, including CBCOG-related business entertainment, may not drive their own personal vehicle while under the influence of alcohol. No employee in their work-related capacity should ever be impaired because of the use of alcohol.

Mandatory Drug and Alcohol Testing

The CBCOG is defined as a political subdivision of the state. The CBCOG is a governmental agency with legal responsibility for multi-jurisdictional planning in program areas such as emergency communication systems, criminal justice, solid waste management, environmental protection, and homeland security planning in addition to being the Area Agency on Aging, which has the responsibility for providing nutrition and social services for the elderly. Some of these program areas receive Federal and State agency grants which have specific drug and alcohol testing provisions as conditions of the grant. As such, CBCOG complies with all requirements of any grant within our area of responsibility, including requiring employees paid through the grant to comply with the grant requirements as a condition of employment.

Permissible Use of Prescribed and Over-The-Counter Drugs

The normal use of over-the-counter medications and the legal use of prescription drugs as ordered by a physician are not prohibited by this policy. Individuals taking over-the-counter medications or prescriptions drugs must have the medication in the original container, which identifies the drug. In the case of prescription drugs, the label on the container must also identify the dosage, prescription date, the person to whom the drugs are prescribed, and the prescribing physician. Employees must comply with any restrictions on the use of over the counter and prescription medications.

Mandatory Disclosure by Employees

Employees taking over-the-counter medications or prescription drugs must inform the Executive Director before beginning work if the employee's doctor or pharmacist indicates that the medication may impair work abilities or if the employee has knowledge that the medication may create such problems, CBCOG may restrict an employee's activities while under the influence of prescribed or over-the-counter drugs.

Drug Testing Procedures

CBCOG reserves the right to require drug testing as a condition of employment. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by CBCOG. Tests will be paid for by CBCOG. To the extent possible, testing will normally be done during the employee's normal work time. Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, Intoxilyzer, blood, or other generally accepted testing procedures. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or "near miss," when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.

Reasonable suspicion is a belief based on articulable observations such as observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia sufficient to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol.

Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing, specifically the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the testing.

All positive test results will be subject to confirmation testing. Test results will be maintained in a confidential medical file separately and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the Executive Director and/or managers on a need-to-know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation.

Violations of the Alcohol and Drug Abuse Policy

Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination. Violations of the restrictions in this policy may result in disciplinary action, up to and including termination. A positive test result is a violation of CBCOG's Drug and Alcohol Abuse Policy and may result in disciplinary action up to and including termination. Any employee who is terminated for violation of CBCOG's Drug and Alcohol Abuse Policy is ineligible for future employment with CBCOG.

CBCOG does not offer or require participation in any drug and alcohol abuse education and training programs. However, various public and private facilities in our area offer such programs and affected employees are encouraged to seek assistance. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with the Executive Director to receive assistance or referrals to appropriate resources in the community.

CHAPTER 18: MISCELLANEOUS PROVISIONS

SECTION 1: HEALTH / MEDICAL EXAMINATIONS / FITNESS FOR DUTY

CBCOG strives to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of the position, either with or without reasonable accommodation.

Serious Health Condition / Disabilities

Employees with a life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue their employment. If employees are able to perform the essential functions of their job, with or without reasonable accommodation, and their condition is not a direct threat to themselves or others, CBCOG will treat them consistently with other employees.

Medical Exams and / or Medical Information

The Executive Director may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for CBCOG to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws. In certain circumstances the Executive Director may require employees to provide medical information from their health care provider.

Genetic Information

Employees should inform their health care provider not to provide any genetic information when responding to a request for medical information. CBCOG will neither request nor require genetic information of an employee or the employee's family member. Employees are directed not to provide any genetic information when responding to any CBCOG request for medical information.

Medical Records

Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.

Return to Work / Fitness for Duty

Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate their return through the Executive Director. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work, describing whether the employee is released to perform all the essential functions of the job, or may require accommodation. The Executive Director and the employee will discuss any reasonable accommodation(s) considering the employee's particular position.

Time Off from Work

Time away from work undergoing a CBCOG mandated fitness for duty examination will normally be considered paid administrative leave, but may be retroactively changed to sick leave, and/or other leave as circumstances warrant.

SECTION 2: VIOLENCE PREVENTION POLICY and WEAPONS CONTROL

CBCOG strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response if such incidents do occur.

Zero Tolerance

This policy prohibits harassment, intimidation, threats, and violent behavior by or towards anyone in the workplace, that has or may occur on CBCOG-property, or is associated with the employee's employment with CBCOG, whether the conduct occurs on-duty or off-duty. CBCOG has a zero-tolerance policy for this type of misconduct.

Weapons Banned

Unless specifically authorized by Executive Director, no employee, other than a licensed peace officer, shall carry or possess a firearm or other weapon on CBCOG property. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in CBCOG-related business. Prohibited weapons include firearms, long guns, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. Employees do not have an expectation of privacy and CBCOG retains the right to search for firearms or other weapons on CBCOG property.

Mandatory Reporting

Each CBCOG employee must immediately notify their supervisor, Director, Executive Director and / or the Police Department of any act of violence or of any threat involving a CBCOG employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each CBCOG employee must also report any behavior that the employee regards as threatening or violent when that behavior might be carried out on CBCOG property, a CBCOG-controlled site or CBCOG job site. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior, and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify their Director and the Executive Director.

Protective Orders

CBCOG employees must immediately advise their Director and Executive Director of any protective or restraining order issued against them. Employees who apply for or obtain a protective or restraining order which lists CBCOG locations as being protected areas must immediately provide the Executive Director and the Police Department with a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

Confidentiality and Documentation

To the extent possible, while accomplishing the purposes of this policy, CBCOG will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, CBCOG management, and others on a need-to-know basis and as may otherwise be required by law. When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the Executive Director and/or the Police Department.

Policy Violations

Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.

Violations of Law Discovered through Criminal History Check

CBCOG may conduct criminal history checks on existing employees at any time during their employment, and for any reason. An offense, arrest or conviction that is discovered may result in disciplinary action, up to and including termination.

OTHER POLICIES

This policy should not be construed to limit any action or disciplinary action that may be taken in accordance with other personnel policies and procedures, or other CBCOG-wide policies.



COASTAL BEND

COUNCIL OF GOVERNMENTS

EMPLOYEE HANDBOOK

ACKNOWLEDGEMENT

I certify that I have read and agree to comply with the policies set forth in this Employee Handbook and that such compliance is a condition of employment.

Coastal Bend Council of Governments is an At-Will employer. This handbook is not a contract, express or implied, nor does it guarantee employment for any specific length of time. Although we hope our employment relationship will be long term, either Coastal Bend Council of Governments or the employee can end the relationship at any time, with or without notice, with or without reason, to the extent allowed by law.

The policies included in this handbook are guidelines only and are subject to change as Coastal Bend Council of Governments deems appropriate and necessary. From time to time there may be new or modified policies, procedures, benefits, or programs. It is the employee's responsibility to frequently review the Employee Handbook that you have received and is available in the office of the Executive Director.

Received hard copy of Employee Handbook: _____ (initials)

or:

Received e-mail copy of Employee Handbook at: _____
(e-mail address)

Employee Name: _____ Date: _____

Employee Signature: _____