2019-20 DOE Weatherization Assistance Program (WAP) Contract No. 56190003127

Briefing Date: Mar 3 2020
Funding Source: 466.08305
Originating Department: Health and Human Services
Prepared by: Erika Ramirez,
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:
The Texas Department of Housing and Community Affairs has notified the Dallas County Health and Human Services Department of Contract Amendment No. 1 to the 2019 U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) Contract No. 56190003127. The Amendment increases funding for Administration by $5,373, Material, Program Support and Labor by $86,758, and Health and Safety by $15,310, respectively, for total additional funding of $107,441. The amendment deletes the original Exhibit A.

OPERATIONAL IMPACT:
The Amendment deletes the original Exhibit A. - Budget and Performance Statement in its entirety and replaces it with the revised exhibit as attached. There is no operational impact to Dallas County from this contract. Administrative and/or program services funds earned through the program may be utilized to purchase special equipment, vehicles, and to hire temporary staffing as required to further the objectives of the program.

FINANCIAL IMPACT:
The total program budget increases to $578,173. Of the total funds: $28,909 is available for Administration; $11,314 for Liability/Pollution Occurrence Insurance; $1,000 for Fiscal Audit; $435,158 for Materials/Program Support/Labor; $76,792 for Health and Safety, and $25,000 for Training and Technical Assistance. There is no financial impact to Dallas County.

LEGAL IMPACT:
The Civil Division of the District Attorney's Office has approved the Contract. The Commissioners Court must approve the contract from TDHCA, and authorize electronic execution of the contract.

PROJECT SCHEDULE:
N/A

SBE PARTICIPATION:
N/A
ADMINISTRATIVE PLAN COMPLIANCE:
N/A

RECOMMENDATION:
Approve the DOE Weatherization Assistance Program (WAP) Amendment No. 1, Contract Number 56190003127, which increases the program budget in the amount of $107,441, deletes the original Exhibit A. - Budget and Performance Statement in its entirety, and replaces it with the revised exhibit as attached.

MOTION:
On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the DOE Weatherization Assistance Program (WAP) Amendment No. 1, Contract Number 56190003127, which increases the program budget in the amount of $107,441, deletes the original Exhibit A. - Budget and Performance Statement in its entirety, and replaces it with the revised exhibit as attached.

ATTACHMENTS:
FY2019 DOE WAP - AMENDMENT NO. 1 to 56190003127 [signed by TDHCA, Ganesh and DA Civil]
This Amendment 1 ("Amendment No. 1") to U. S. Department of Energy Weatherization Assistance Program Contract Number 56190003127 by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and Dallas County, Texas, a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services Department ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed on the respective dates indicated on the signature page with the effective date of this Amendment 1 being November 01, 2019.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed the 2019 U. S. Department of Energy Weatherization Assistance Program Contract Number 56190003127 ("Contract"), which was approved by the Commissioners Court Order Number 2019-0981; and

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

AGREEMENTS

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

SECTION 1. The following Contract sections and exhibits are hereby amended as follows:

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

"Section 4. E. Department Obligations. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of $578,173.00."

2. Exhibit A, Budget and Performance Statement, of the Contract is hereby deleted and replaced in its entirety with Exhibit A, which is attached hereto and incorporated into the Contract as is fully set forth therein.

SECTION 2.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment No. 1. In the event this Amendment No. 1 and the terms of the Contract are in conflict, this Amendment No. 1 shall govern, unless it would make the Contract void by law.

SECTION 3.

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

SECTION 4.

This Amendment No. 1 may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 5.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.
SECTION 6.
By signing this Amendment No. 1, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 7.
This Amendment No. 1 shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.
This Amendment No. 1 shall be effective and memorializes an effective date of November 01, 2019.

IN WITNESS WHEREOF, Department and Subrecipient have executed this Amendment No. 1 as of the execution date set forth below.

SUBRECIPIENT:
Dallas County, Texas, a political subdivision of the State of Texas
on behalf of Dallas County Health and Human Services Department

Clay Lewis Jenkins
County Judge

By: Philip Huang
Title: Executive Director
Date: February 11, 2020 1:33 pm

APPROVED AS TO FORM:

JOHN CREUZOT
Dallas County Criminal District Attorney

RUSSELL RODEN
CHIEF CIVIL DIVISION

By: Tina R. Patel
Assistant District Attorney, Civil Division

*By law, the District Attorney’s Office may only advise or approve contracts for agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement or legal document on behalf of other parties. Our review of this document was conducted solely for the benefit of our client. Other parties should not rely on the approval, and should seek review and approval by their own respective attorney(s).

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

By: Robert Wilkinson
Title: Its duly authorized officer or representative
Date: February 18, 2020 9:23 am
EXHIBIT A

BUDGET AND PERFORMANCE STATEMENT

Dallas County, Texas, a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services Department

DEPARTMENT FINANCIAL OBLIGATIONS

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$553,173.00</td>
<td>DOE WAP FUNDS CURRENTLY AVAILABLE</td>
</tr>
<tr>
<td>$25,000.00</td>
<td>TRAINING &amp; TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE</td>
</tr>
<tr>
<td>$553,173.00</td>
<td>TOTAL ANTICIPATED DOE WAP FUNDS</td>
</tr>
<tr>
<td>$25,000.00</td>
<td>TOTAL ANTICIPATED TRAINING &amp; TECHNICAL ASSISTANCE FUNDS</td>
</tr>
</tbody>
</table>

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

BUDGET FOR AVAILABLE ALLOCATIONS

<table>
<thead>
<tr>
<th>CATEGORIES</th>
<th>FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$28,009.00</td>
</tr>
<tr>
<td>LIABILITY / POLLUTION OCCURRENCE INSURANCE</td>
<td>$11,314.00</td>
</tr>
<tr>
<td>Fiscal Audit</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>MATERIALS / PROGRAM SUPPORT / LABOR</td>
<td>$435,158.00</td>
</tr>
<tr>
<td>HEALTH AND SAFETY</td>
<td>$76,792.00</td>
</tr>
<tr>
<td>SUB-TOTAL</td>
<td>$553,173.00</td>
</tr>
<tr>
<td>TRAINING AND TECHNICAL ASSISTANCE</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$578,173.00</td>
</tr>
</tbody>
</table>

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

1 Denotes that the Subrecipient must request in writing any amendment needed to a budget category before TDHCA will make any amendments. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit, Training and Technical Assistance and/or the Health and Safety categories. Subrecipients are limited to two (2) requested budget amendments during the current Contract Term. Only those written request(s) from the subrecipients received at least forty-five (45) days prior to the end of the Contract Term will be reviewed. TDHCA may decline to review written requests received during the final forty-five (45) days of the Contract Term.
2 Denotes maximum dollar amount permitted for administration based on 5.00% of the total allowable expenditures

3 Denotes maximum $2,000 for liability insurance and the remaining balance for pollution occurrence insurance.

4 Denotes the maximum allowed for Health and Safety expenditures.

5 Department approved training / travel only. The Department must pre-approve any training and travel expenses.

PERFORMANCE

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

DALLAS

Work orders must be submitted to weatherization contractors no later than June 30, 2020 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than July 31, 2020.

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

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

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed $7,541.00 total cost per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

Subrecipient has a federally approved indirect cost rate of 0.00%.