



A G E N D A
HOUSTON-GALVESTON AREA COUNCIL
FINANCE AND BUDGET COMMITTEE MEETING
August 16, 2022 9:00 AM
3555 Timmons Lane, 2nd Floor, Conference Room B
Houston, TX 77027

The presiding officer will be present at the primary meeting location to convene this meeting

1. N/A
2. N/A
3. PUBLIC COMMENTS – Members of the public may participate by sending comments to BoardPublicComments@h-gac.com; by joining online via website; or by dialing US: 1-888-788-0099 (Toll Free) or 1-877-853-5247 (Toll Free) (Meeting ID: 816 8477 5921; Participant ID: 653480; Passcode: 961606)
4. DECLARE CONFLICTS OF INTEREST
5. N/A

ACTION

6. CONSENT AGENDA
Items listed are of a routine nature and may be acted on in a single motion unless requested otherwise by a member of the Board.
 - a. N/A
 - b. WATER QUALITY MANAGEMENT PLAN UPDATE
Request acceptance of the fiscal year 2022 Water Quality Management Plan update. (Staff Contact: Todd Running)
 - c. H-GAC PRIORITY CONSERVATION PROJECTS
Request approval of quarterly update to the Regional Conservation Initiative – Priority Project List. (Staff Contact: Cheryl Mergo)
 - d. SOLID WASTE MANAGEMENT GRANTS – FISCAL YEAR 2023
Request authorization to contract with recommended applicants for fiscal year 2023 solid waste management funds. (Staff Contact: Erin Livingston)
 - e. SUBREGIONAL PLANNING STUDIES – INTERLOCAL AGREEMENTS
Request approval to enter into Interlocal Agreements with local partners to accept a total of \$390,000 in local contribution and/or commitment to participate in the development of fourteen subregional planning studies. (Staff Contact: Allie Isbell)
 - f. CLEAN VEHICLES PROGRAM AGREEMENTS
Request approval of agreements for acquisition of five vehicles; total amount is \$799,975. (Staff Contact: Jim Mahood)
 - g. TEEN IN THE DRIVER SEAT PROGRAM

Request approval to extend the contract period to May 31, 2023 and increase the contract amount with the Texas A&M Transportation Institute by \$31,000 for the Teens in the Driver Seat Program; total contract amount is \$286,000. (Staff Contact: David Fink)

- h. TRAVEL DEMAND FORECASTING TOOLS – INTERLOCAL AGREEMENT
Request approval to negotiate a two-year interlocal agreement with the Texas Transportation Institute for travel demand modeling and development for fiscal years 2022 and 2023; total amount is \$100,000. (Staff Contact: Jochen Floesser)
 - i. WORKFORCE SOLUTIONS ENTERPRISE ZOOM MEETING LICENSE RENEWAL
Request approval to renew Zoom licenses for one year; total contact amount \$84,500. (Staff Contact: Tanya Nguyen)
 - j. WORKFORCE SOLUTIONS 2023 CONTRACTS
Request approval of contracts with organizations listed in the attachment for a total of \$438,800,000. (Staff Contact: Juliet Stipeche)
 - k. WORKFORCE SOLUTIONS 2023 PUBLIC OUTREACH
Request approval of contracts with Savage Brands and Outreach Strategists for a total amount of \$900,000. (Staff Contact: Juliet Stipeche)
7. FINANCE AND BUDGET COMMITTEE
Report on activities and Committee recommendations.
- a. MONTHLY FINANCIAL REPORT – JULY 2022
Request approval of the monthly financial report ending July 31, 2022. (Staff Contact: Jean Mahood)
 - b. MID-YEAR BUDGET REVISION
Request adoption of proposed 2022 Revised Budget. (Staff Contact: Chuck Wemple)
 - c. EMPLOYEE BENEFITS INSURANCE COVERAGE RENEWAL – PLAN YEAR 2022-2023
Request approval for the Executive Director to negotiate contracts for employee benefits coverage with United Health Care as proposed and to extend other coverages as outlined, with no changes to vision or life and disability coverage. (Staff Contact: Laura Tomlinson)
8. AUDIT COMMITTEE
- a. AUDIT FIRM ENGAGEMENT 2022-2023

Request authorization to negotiate with BKD, now known as Forvis for completion of the fiscal year 2022 audit; total contract amount is \$127,000. (Staff Contact: Nancy Haussler)

9. N/A

10. N/A

11. EXECUTIVE SESSION

a. EXECUTIVE SESSION – PERSONNEL MATTERS

The committee may meet in executive session to discuss personnel matters as authorized by Section 551.074 of the Texas Open Meetings Act. (Staff Contact: Chuck Wemple)

12. ADJOURNMENT

In compliance with the Americans with Disabilities Act, H-GAC will provide for reasonable accommodations for persons attending H-GAC functions. Requests should be received by H-GAC 24 hours prior to the function.

WATER QUALITY MANAGEMENT PLAN UPDATE

Background

The Texas Commission on Environmental Quality administers 604(b) planning funds from the U.S. Environmental Protection Agency under the Clean Water Act. As the Governor-designated agency for water quality management planning in this region, H-GAC has had a long-standing contractual agreement with the Texas Commission on Environmental Quality to conduct planning and analytical efforts under this program. The activities of this annual project cover the entire 13-county H-GAC region and are summarized each year in a Water Quality Management Plan Update document. This document becomes part of the State of Texas's Water Quality Management Plan.

Current Situation

The work conducted under this program includes maintaining several wastewater infrastructure databases, facilitating watershed planning efforts, providing staff support for the Natural Resources Advisory Committee, and providing technical assistance to local governments. Highlights of the work conducted in fiscal year 2022 include:

- Working with authorized agents throughout the 13-county HGAC region to update location information on nearly 120,000 permitted septic tanks and other on-site sewage facilities;
- Coordination and program support for the Supplemental Environmental Project to repair or replace failing septic systems;
- Maintaining and expanding databases of wastewater infrastructure and monitoring data for permitted facilities;
- Providing program support for various watershed-based plans;
- Performing analysis of wastewater permit limit exceedances for the 13 county region.

The Natural Resources Advisory Committee met on August 4 and voted to recommend this Water Quality Management Plan Update to the Board of Directors for review and acceptance. Once accepted by the Board of Directors, the report will be submitted to the Texas Commission on Environmental Quality for certification and inclusion in the State's Water Quality Management Plan. The 2022 update can be found on the H-GAC website: <https://www.h-gac.com/water-quality-management-planning>.

Funding Source

N/A

Budgeted

N/A

Action Requested

Request acceptance of the fiscal year 2022 Water Quality Management Plan Update. (Staff Contact: Todd Running)

ATTACHMENTS:

▫ Fiscal Year 2022 Plan Update Overview

Cover Memo

2022 WATER QUALITY MANAGEMENT PLAN UPDATE

The Water Quality Management Plan Update is completed annually by H-GAC in cooperation with the Texas Commission on Environmental Quality (TCEQ). This report provides an overview of regional wastewater infrastructure and discharge activities that impact water quality in our region. Data collected through this annual update are used by numerous planning efforts that H-GAC conducts in collaboration with local government partners, including the Bacteria Implementation Group, Clean Rivers Program, Total Maximum Daily Load projects, and Watershed Protection Plans.

Data collection and analytical elements of this project included:

Regional Wastewater Treatment Facilities Infrastructure Update

H-GAC analyzed up-to-date permit, service area, and location data for the 1,262 permitted wastewater treatment facilities in the region.



Analysis of Discharge Monitoring Data

H-GAC evaluated self-reported discharge monitoring data from the region's domestic wastewater treatment facilities. The rate of compliance with effluent permit limits for bacteria was high for the vast majority of these facilities. However, considering the potential impact if these facilities malfunction, regular monitoring remains critically important.

Analysis of Sanitary Sewer Overflows Data

As part of this project, H-GAC examined the locations, frequency, and causes of unauthorized discharges of untreated or partially treated wastewater from sanitary sewer collection systems or treatment facilities. Blockages in the collection lines were the most common reported cause of these overflows, with fats, oils, and grease being the most prominent reason for those blockages. This data helped H-GAC better target public outreach and education activities throughout the region.



On-Site Sewage Facility Database Update

H-GAC maintained and updated a database of nearly 120,000 permitted (and an estimated 340,000 unpermitted) septic tanks and on-site sewage facilities in the region. Analysis of this information allowed H-GAC to better develop watershed-based plans, coordinate with local officials on our Homeowner Wastewater Assistance Program, and conduct training for homeowners.

The Draft Water Quality Management Plan Update is available at <https://www.h-gac.com/water-quality-management-planning>



Funding for this project was provided by the Environmental Protection Agency through a Clean Water Act Section 604(b) grant to the Houston-Galveston Area Council, administered by the Texas Commission on Environmental Quality.
CONTRACT NO. 582-22-30193

H-GAC PRIORITY CONSERVATION PROJECTS

Background

In April 2021, H-GAC began the second phase of the Regional Conservation Initiative, focusing on project implementation. In November 2021, the Natural Resources Advisory Committee reviewed and recommended a list of conservation projects in the region to receive staff assistance from H-GAC. The Board approved the first Regional Conservation Initiative – Priority Project List on November 16, 2021. Updates to the Priority Projects List have been approved by the Board on a quarterly basis, most recently in May of 2022.

Current Situation

H-GAC is working with partners to prepare grant applications, convene stakeholders, and otherwise help facilitate implementation of priority conservation projects across the region. Staff are also collecting information about conservation projects from local governments and non-governmental organizations throughout the region to update the priority project list. The list will be updated quarterly to reflect new projects and/or advance existing projects as they progress.

In August 2022, the Project Priority List addition was reviewed and recommended for Board approval by the Natural Resources Advisory Committee. One new project was added to Level 2: 57-Acre Park led by the Kemah Community Development Corporation and in partnership with the City of Kemah and Galveston County.

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of quarterly update to the Regional Conservation Initiative – Priority Project List.
(Staff Contact: Cheryl Mergo)

ATTACHMENTS:

- | | |
|---------------------------------------|-----------------|
| ▢ Priority Conservation Projects List | Backup Material |
| ▢ Priority Conservation Project Map | Backup Material |

H-GAC PRIORITY CONSERVATION PROJECTS LIST

For consideration by the H-GAC Board of Directors on August 16, 2022

August 2022 Addition:

Level 2 – 57-Acre Park: This project is the 57-Acre Park near State Highway 146 in Kemah, south of Kemah Oaks subdivision. The areas is largely undeveloped with a hike-bike trail on the perimeter. The land belongs to Galveston County, and Kemah maintains it with the restriction that it must be used as park space. Kemah Community Development Committee (KCDC) will oversee the project to develop the site into a nature park with trails, ponds, pavilions, an outdoor learning center, birding towers, and bathrooms. KCDC, the city's Type B economic development corporation, will provide funding for development of the park with this year's budget at \$500,000 with a total project approval amount of \$1.5 million. This project aligns with the goals and strategies in Kemah's Parks Master Plan (2009). While the project is budgeted, additional grant funding would expedite the project and allow the inclusion of more features.

Summary of Projects by Level and Recommended H-GAC Action(s)

Level 1	Local Government Partner(s)	Recommended Action(s)
1093 Rails to Trails	1093 RTT Local Government Corporation	H-GAC has been supporting as a regional coordinator and the group would like H-GAC to continue in that capacity and as a grant writer.
Katy Prairie Conservancy's Nine-Square-Mile Priority Area	Not Applicable	H-GAC can help connect the project with federal and state agencies for funding and help provide outreach to improve understanding of the value of nature-based mitigation solutions.
Conservation and Natural Areas Plan (Parks Master Plan Update)	City of Houston	H-GAC would prepare the conservation plan, which could feed into parks master plan. Create guide/model for others.
Sargent Beach Nourishment	Matagorda County	H-GAC can support this project by funding matchmaking.
Acquisition of Exxon Mobile property	Harris County – Precinct 2	H-GAC can help broker with ExxonMobil and help with funding matchmaking.
Boardwalk, Trail System, and Nature Center	City of Seabrook	H-GAC can support this project by funding matchmaking.
Eagle Lake Municipal Park Nature and Birding Area	City of Eagle Lake	H-GAC can assist with research and funding matchmaking.

Level 2	Local Government Partner(s)	Recommended Action(s)
City of Houston's Riparian Restoration Initiative	City of Houston	H-GAC can support this project by funding matchmaking.
Preston-Crenshaw Park	City of Pasadena	H-GAC can provide outreach to increase public awareness of multiple benefits of the project and help with funding matchmaking.
Vince Bayou Greenway	City of Pasadena	H-GAC serves on the steering committee and can help facilitate relationships with industry partners.
Brazos River Corridor Trailheads and Land Acquisition	City of Sugar Land	H-GAC can support this project by funding matchmaking for land acquisition and costs surrounding trailheads.
Cypress Creek Greenway	Harris County, Precinct 4	H-GAC can support this project by funding matchmaking.
Houston Audubon RESTORE Act Effort	Not Applicable	H-GAC can help address funding gaps and conduct outreach.
Coastal Prairie Initiative	Not Applicable	H-GAC is a stakeholder in this project and has an interest in continued support, including helping provide outreach to improve understanding of the value of the project.
January Planting (Texas A&M Forest Service Reforestation in Riparian Areas)	Not Applicable	H-GAC serves on the steering committee and can help facilitate relationships with industry partners.
Mobile ArcGIS Tools to Monitor Restoration Projects	Not Applicable	H-GAC can provide training and data support for the project.
Lake Houston Watershed Conservation Easements	Not Applicable	H-GAC can provide data support and help with funding matchmaking.
East End Lagoon Nature Park and Preserve	City of Galveston	H-GAC can support this project by funding matchmaking to fill funding gaps.
57-Acre Park	Kemah Community Development Committee & City of Kemah	H-GAC can support this project by funding matchmaking to fill funding gaps, developing stakeholder engagement plans and facilitate relationships with non profit organizations.

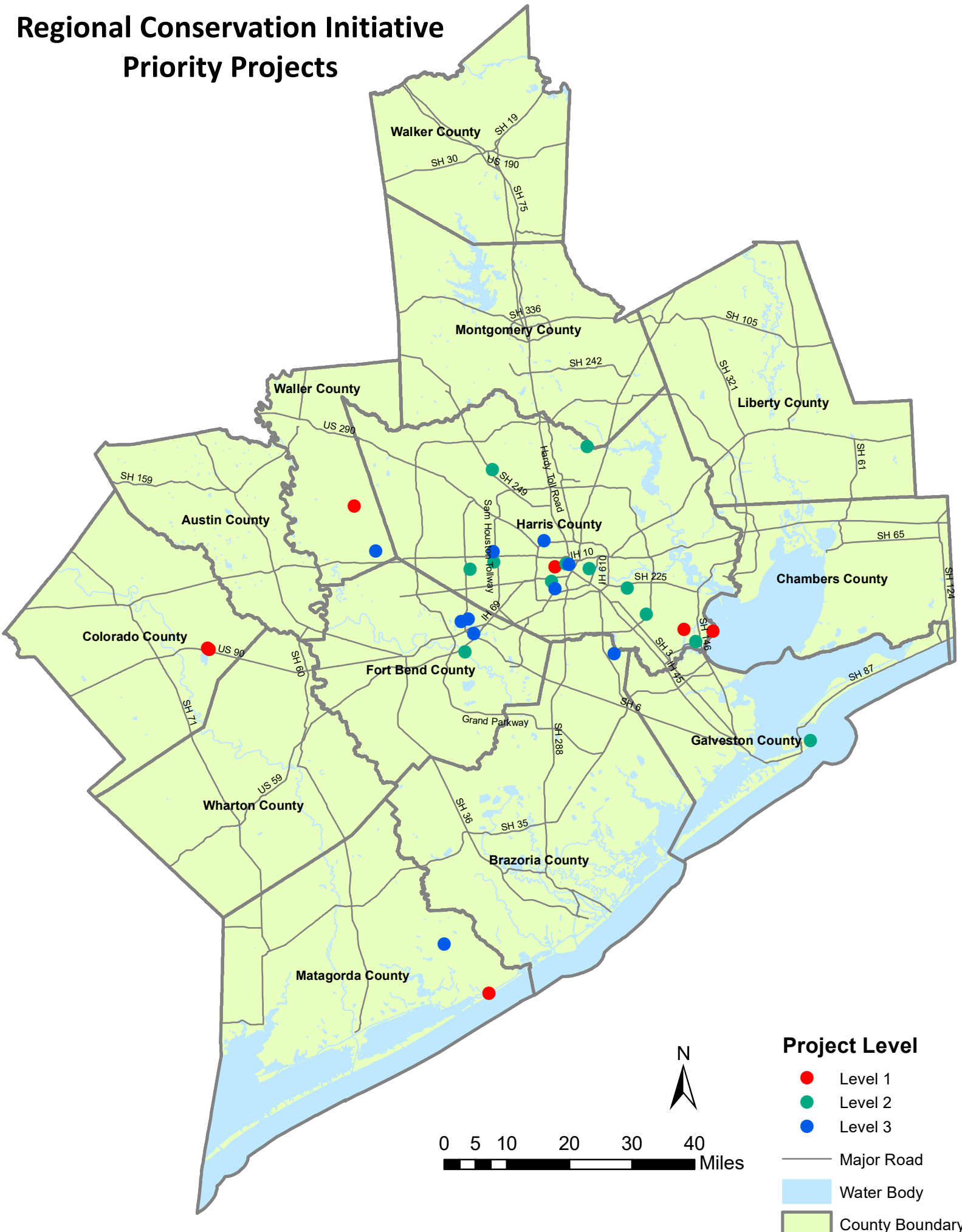
Level 3	Local Government Partner(s)	Recommended Action(s)
Developing Policy for City of Houston's Legacy Tree Program	City of Houston	H-GAC can help identify funding sources.
Clear Creek Riparian Reforestation	City of Pearland	H-GAC can support the project by funding matchmaking.
Gannoway Lake Park	City of Sugar Land	H-GAC can support this project by funding matchmaking.
Cullinan Park Improvements	City of Sugar Land	H-GAC can support this project by funding matchmaking
Fort Bend County Hike and Bike Master Trail Plan	Fort Bend Green	H-GAC can support this project by funding matchmaking.
Tree Strategy Implementation Group	City of Houston	H-GAC can provide information-sharing and coordination.
Hawkins Ranch in Matagorda County	Not Applicable	H-GAC can help to build relationships with local officials and provide letters of support.
Schlipf Road Transfer to Waller County	Not Applicable	H-GAC can support this project through research and by bringing partners to the table.
Headwaters to Baywaters	Not Applicable	H-GAC can help to build relationships with involved municipalities and counties.
Trees for Houston - Education	Not Applicable	H-GAC can support this project by funding matchmaking.

Non-Leveled / Tracking*	Local Government Partner(s)	Recommended Action(s)
City of Houston - Historic Prairie Restoration	City of Houston	No active projects, tracking for future support.
Linear Forest Program	City of Houston	No active projects, tracking for future support.
City of Houston Policies and Ordinances	City of Houston	No active projects, tracking for future support.
Trees for Houston - Native Trees	Not Applicable	No active projects, tracking for future support.

Piney Point Village Trail Network	Piney Point Village	Tracking this effort. H-GAC can potentially support by matchmaking with cities who have done this before, researching best practices.
City of Houston Green Stormwater Infrastructure	City of Houston	Tracking this effort. H-GAC can support in the future with funding matchmaking.
Lake Creek Greenway	Not Applicable	Tracking this effort.
Katy Prairie Bike Route	Not Applicable	Tracking this effort.
Harris County - Precinct 2 Project #2	Harris County - Precinct 2	Tracking this effort.
Prana: Essence of Life Riparian Restoration	Not Applicable	Tracking this effort.

* Submitted projects that don't meet criteria and / or don't have a current role for H-GAC are being tracked separately from the levels.

Regional Conservation Initiative Priority Projects



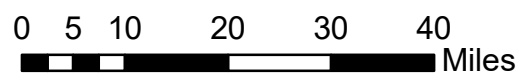
Project Level

- Level 1
- Level 2
- Level 3

— Major Road

■ Water Body

■ County Boundary



SOLID WASTE MANAGEMENT GRANTS – FISCAL YEAR 2023

Background

The Houston-Galveston Area Council has \$59,865 remaining in funding from the Texas Commission on Environmental Quality for fiscal year 2023 solid waste grants. These funds are intended for projects that will provide direct and measurable reductions in the amount of waste going into landfills or reduce environmental risk by decreasing improper disposal of waste. Eligible grant categories are:

- Local Enforcement
- Source Reduction and Recycling
- Litter and Illegal Dumping Cleanup and Community Collection Event
- Household Hazardous Waste Management
- Citizens' Collection Stations and "Small" Registered Transfer Stations
- Education and Training

H-GAC received sixteen applications from local governments totaling \$260,696 with one application having been deemed ineligible for solid waste funds prior to scoring. A subcommittee comprised of members, alternates, and appointees of H-GAC's Solid Waste Management Committee reviewed the fifteen eligible proposals during applicant presentations on July 12, 2022, and scored them for merit, cost-effectiveness, and level of local effort. The subcommittee also identified areas in proposals where grant amounts could be reduced to allow more projects to be funded.

Current Situation

On July 27, 2022, the Solid Waste Management Committee reviewed these recommendations and voted to approve and forward them to the H-GAC Board of Directors. The Solid Waste Management Committee recommended full or partial funding for seven projects, allocating all of the funds. The Solid Waste Management Committee viewed the lower-scored projects as either having a less significant regional impact or not exhibiting an immediate need. The results on the Solid Waste Management Committee final ranking, funding recommendations, and comments are shown on the following pages. The recommended list is subject to Texas Commission on Environmental Quality approval.

Funding Source

Texas Commission on Environmental Quality – Solid Waste Tipping Fees

Budgeted

Yes

Action Requested

Request authorization to contract with recommended applicants for fiscal year 2023 solid waste management funds. (Staff Contact: Erin Livingston)

ATTACHMENTS:

- Fiscal Year 2023 Solid Waste Grants Funding Recommendations Cover Memo

FY23 Solid Waste Projects Recommended for Funding

Applicant	Project Description	Average Score	Amount Recommended for Funding	Comments
Montgomery County	Recycle Facility Compactor Grant	83.8	\$12,500	
Harris County Constable Precinct 3	Community Cleanup Trailer	82.75	\$6,344	Removing \$600 for travel
City of Tomball	Consolidated Recycling Day	81	\$5,650	Removing \$3,000 for fridge magnets, grease scrapers, and stress balls as promotional items are not an eligible expense
City of El Campo	City Wide Cleanup	79.6	\$15,000	
Walker County	Neighborhood Cleanup Events	78	\$5,300	
City of Bay City	4 New Hoppers	77.6	\$8,700	
City Palacios	Heavy Duty Containers	77.25	\$6,371	
Amount Recommended for Funding:			\$59,865	
Amount Available:			\$59,865	
Balance:			\$0	

FY23 Solid Waste Projects Not Recommended for Funding

Applicant	Project Description	Average Score	Grant Request
City of Houston	Sign Busters	75.8	\$4,245
Austin County	Countywide Tire Collection Event	70.8	\$35,000
City of Santa Fe	Park Litter Mitigation Project	70.2	\$5,960
City of Richmond	George Park Trash Can Replacement Program	68	\$14,932
City of Bellaire	HHW Voucher Program	66.8	\$17,500
Waller County	Forklift for Waller County Recycling Center	65.4	\$32,156
Chambers County	Monument Signage at Box Sites and Landfill	65.2	\$26,400
City of Hitchcock	Wood Chipper	53.8	\$53,000

FY23 Solid Waste Projects Not Scored Due to Ineligibility

Applicant	Project Description	Average Score	Grant Request
City of Deer Park	CDL Training Course	N/A	\$6,000

SUBREGIONAL PLANNING STUDIES – INTERLOCAL AGREEMENTS

Background

The Houston-Galveston Area Council Transportation Department developed the Subregional Planning Initiative as a response to a need for multijurisdictional coordination among various levels of stakeholders. These subregional studies develop a common vision and framework of long-range transportation needs by examining thoroughfare plans, land use, economic development information, and other region-wide information. Priority projects identified through Sub-regional Planning Initiatives may then be incorporated into the Regional Transportation Plan, and short-range priority projects may seek inclusion in the Transportation Improvement Program.

Current Situation

In March 2022, the Houston-Galveston Area Council Board of Directors approved resolutions to enter into four Advance Funding Agreements with the Texas Department of Transportation for Active Transportation Planning Projects, Central Regional Planning Projects, South Regional Planning Projects, and Southeast Regional Planning Projects. These include partnerships with local agencies for seven subregional studies, and seven active transportation or transit studies, listed in the attached table. In addition to \$4,445,000 Surface Transportation Block Grant Funds, local partners have committed to \$390,000 in local contributions.

Staff is requesting authorization to enter into Interlocal Agreements with all local partners listed in the attached table for participation in study development and/or funding.

Funding Source

Federal – Surface Transportation Block Grant Funds: \$4,445,000

Local Contribution: \$390,000

Total: \$4,835,000

Budgeted

Yes

Action Requested

Request approval to enter into Interlocal Agreements with local partners to accept a total of \$390,000 in local contribution and/or commitment to participate in the development of fourteen subregional planning studies. (Staff Contact: Allie Isbell)

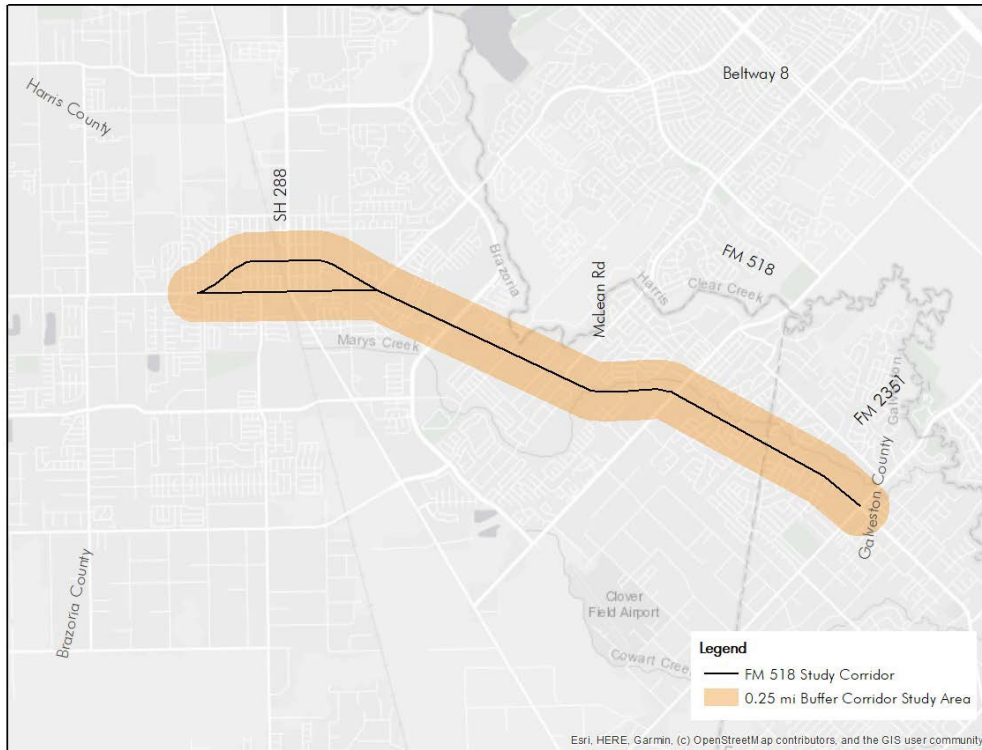
ATTACHMENTS:

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| ▫ Funding Summary Table | Backup Material |
| ▫ Study Area Maps | Backup Material |

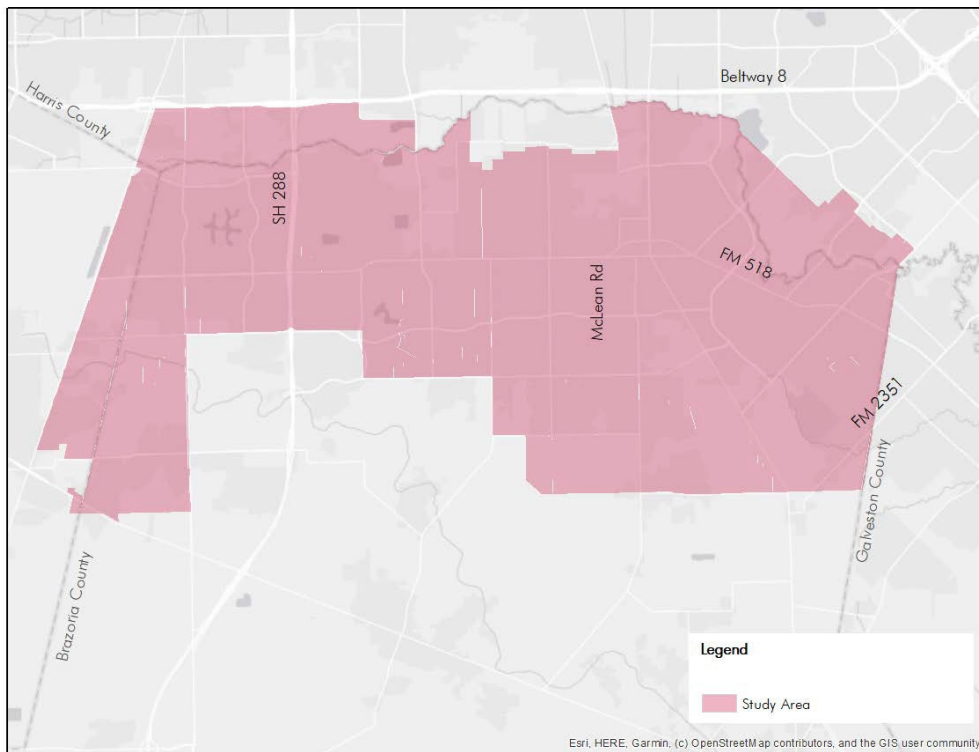
Subregional Planning Studies Funding Summary Table

Project	Local Partner	Federal Funds	Local Contribution
FM 518 Corridor Study	City of Pearland	\$ 600,000	\$ 120,000
City of Pearland Mobility Study	City of Pearland	\$ 450,000	\$ 100,000
Washington Avenue Corridor Study	City of Houston	\$ 700,000	-
Old Sixth Ward Mobility Study	City of Houston TIRZ 13	\$ 100,000	\$ 20,000
Cemetery Road Corridor Study	Galveston County	\$ 200,000	-
Friendswood Lakes Blvd. Corridor Study	City of Friendswood	\$ 250,000	-
Chambers County Thoroughfare Plan	Chambers County	\$ 400,000	\$ 100,000
Friendswood Master Trails Plan	City of Friendswood	\$ 250,000	
Bay Area Bike and Pedestrian Safety Plan	Harris County Precinct 2	\$ 200,000	\$ 50,000
Memorial Drive Bicycle and Pedestrian Study	Energy Corridor District	\$ 250,000	-
Connecting Buffalo Bayou East Design Concept Development	Buffalo Bayou Partnership	\$ 475,000	-
Dayton Transit Study	City of Dayton	\$ 150,000	-
Texas Southern University AV Phase II	Texas Southern University	\$ 170,000	-
US 90A Corridor Study	Gulf Coast Rail District	\$ 250,000	-

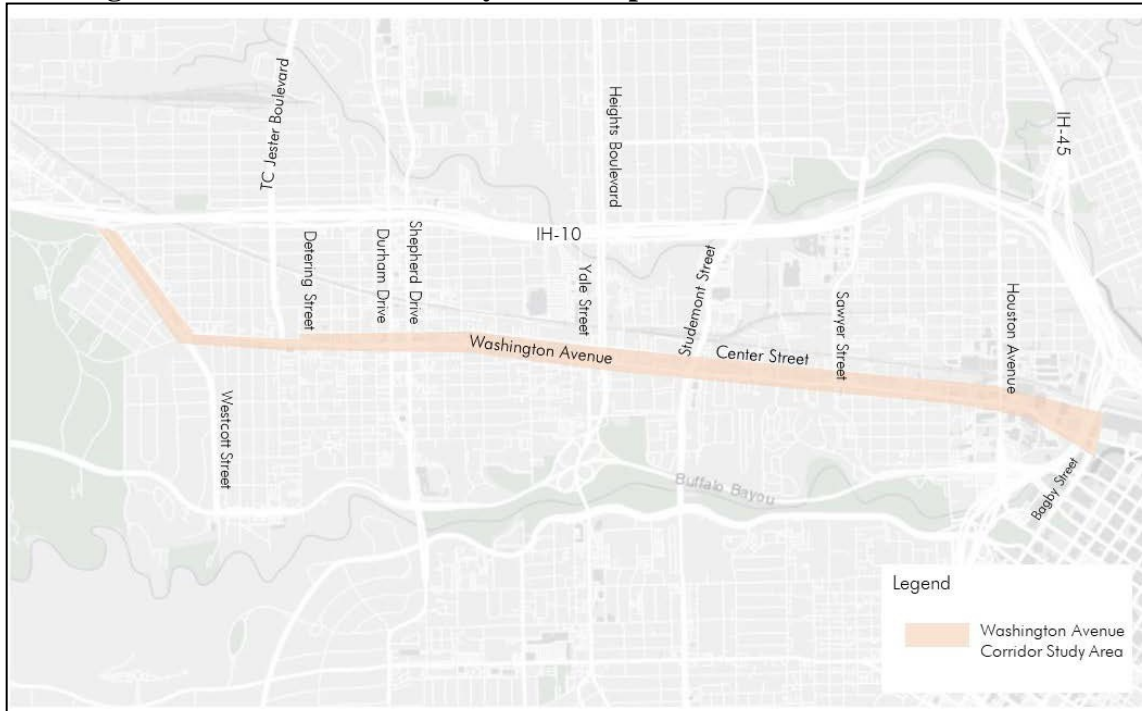
FM 518 Corridor Study Area Map



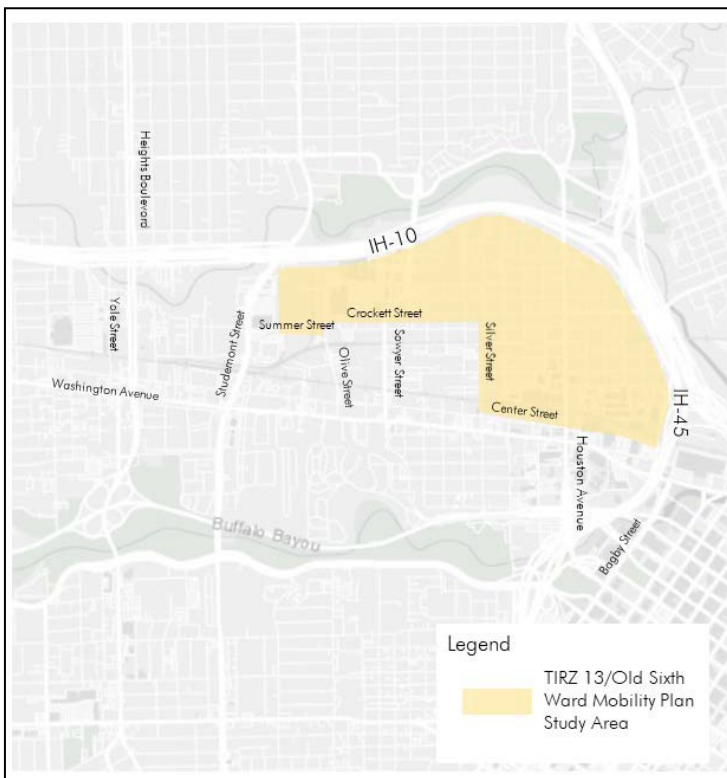
City of Pearland Mobility Study Area Map



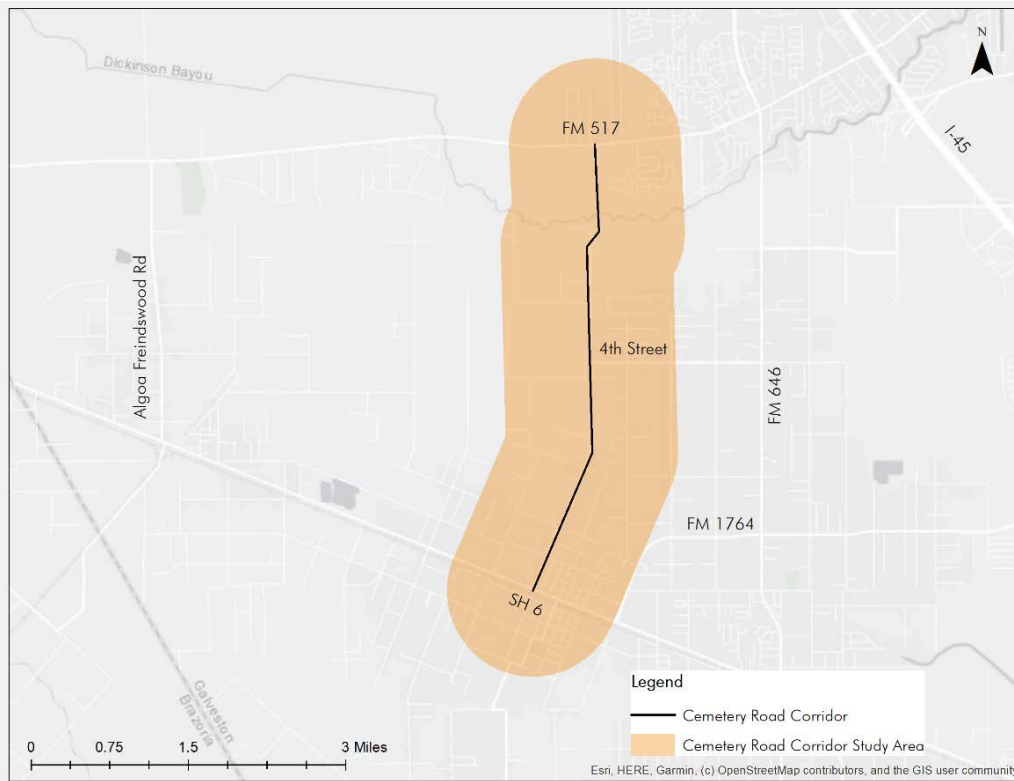
Washington Avenue Corridor Study Area Map



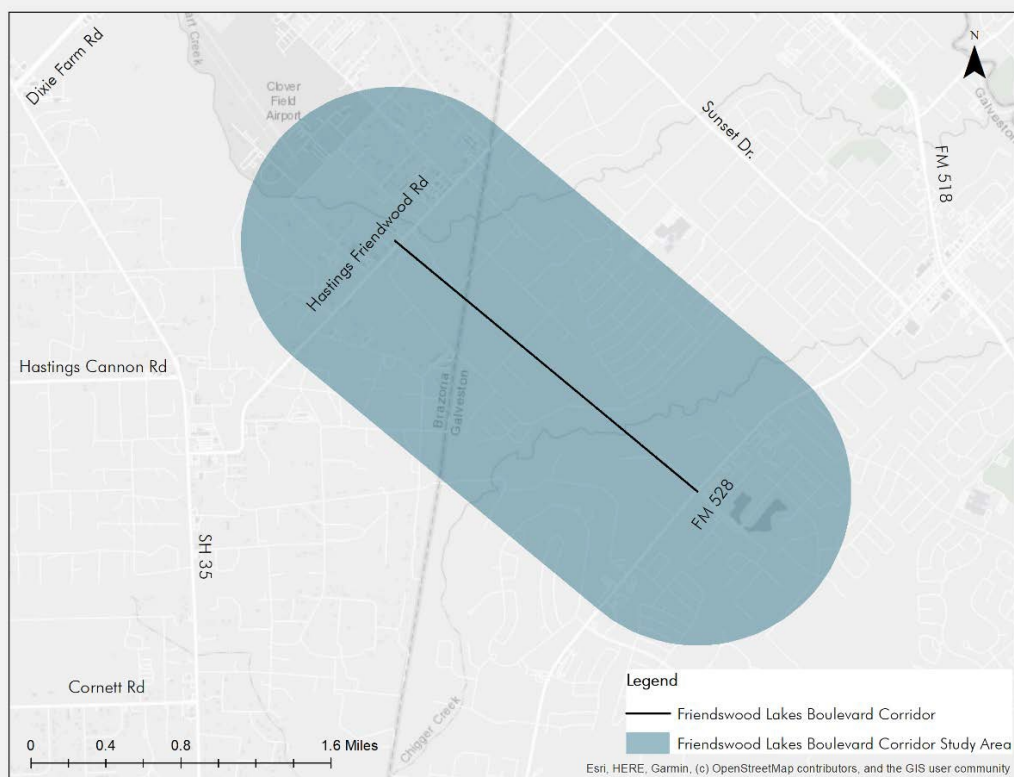
Old Sixth Ward Mobility Study Area Map



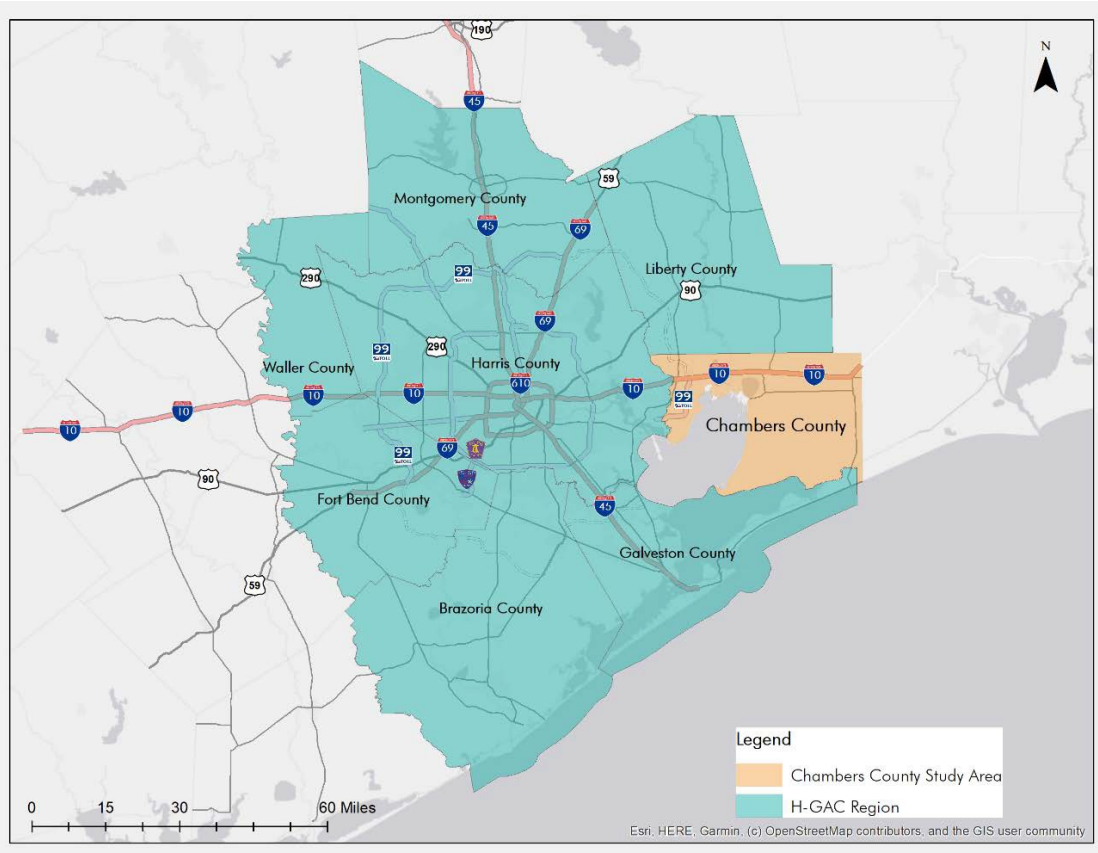
Cemetery Road Corridor Study Area Map



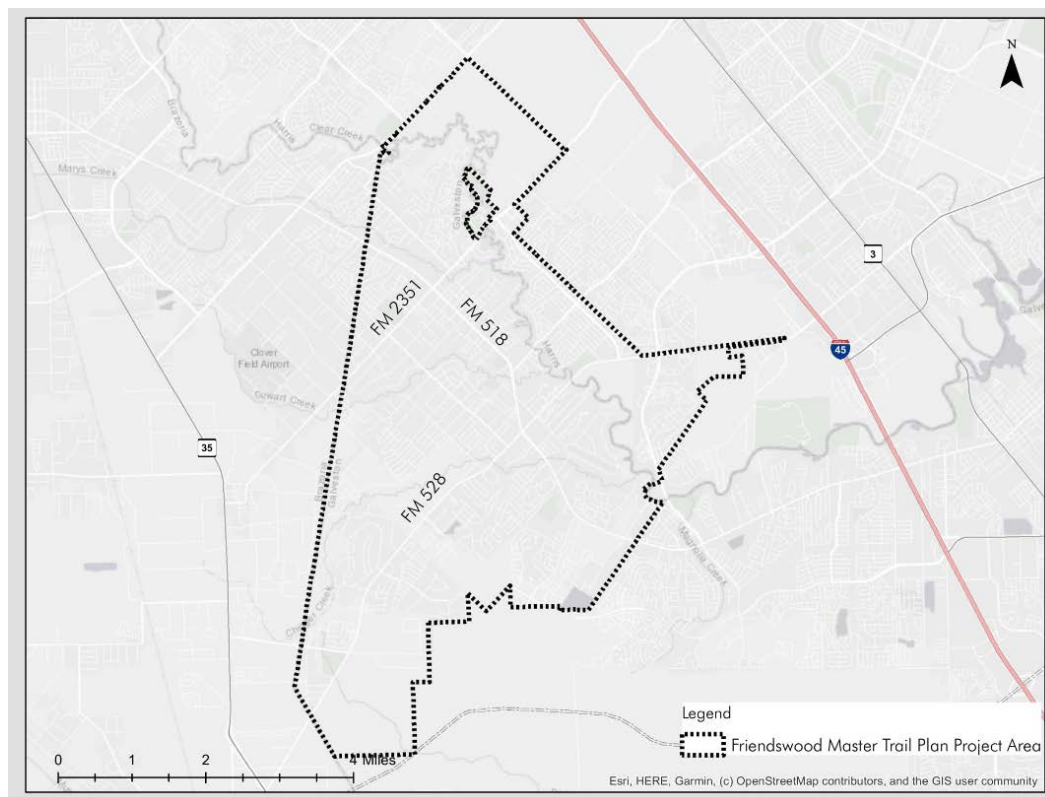
Friendswood Lakes Boulevard Corridor Study Area Map



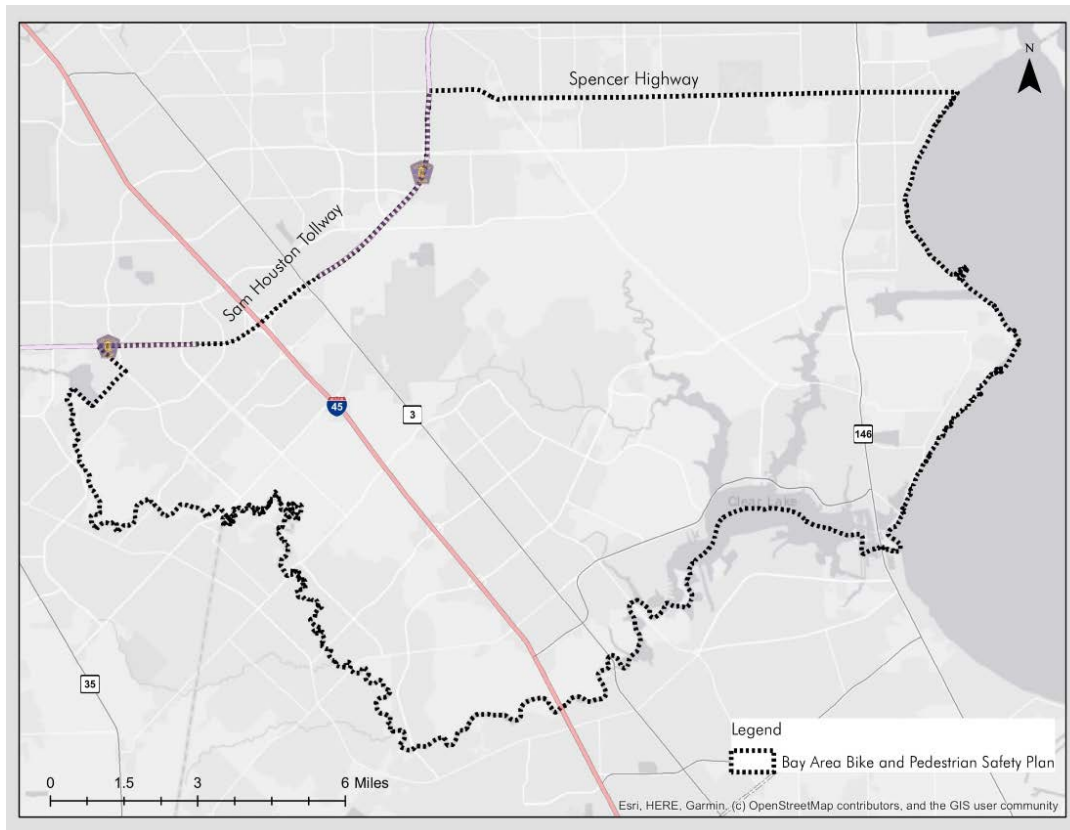
Chambers County Thoroughfare Plan Study Area Map



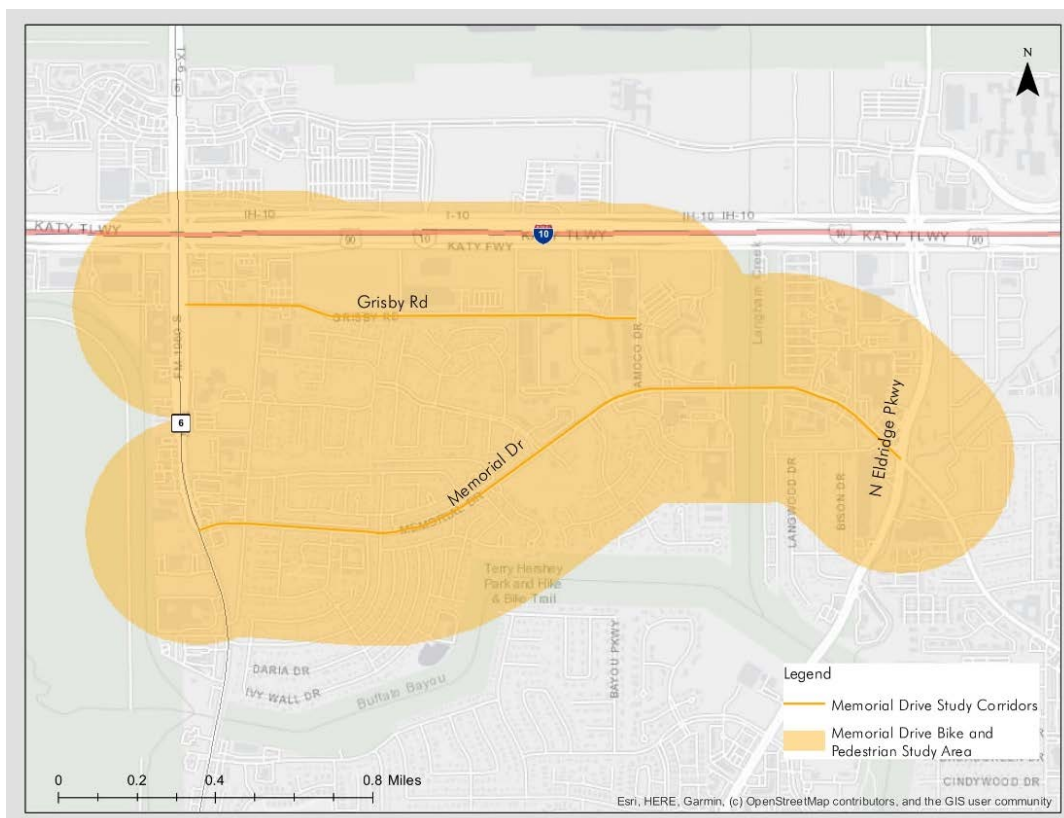
Friendswood Master Trails Plan



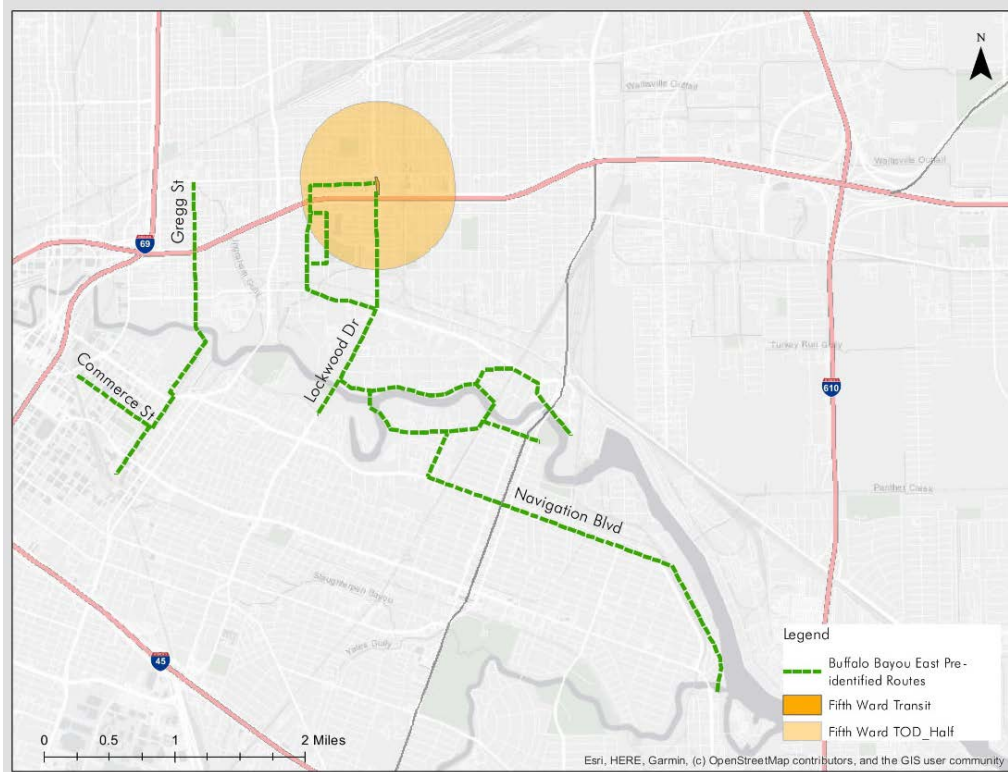
Bay Area Bike and Pedestrian Safety Plan



Memorial Drive Bicycle and Pedestrian Study



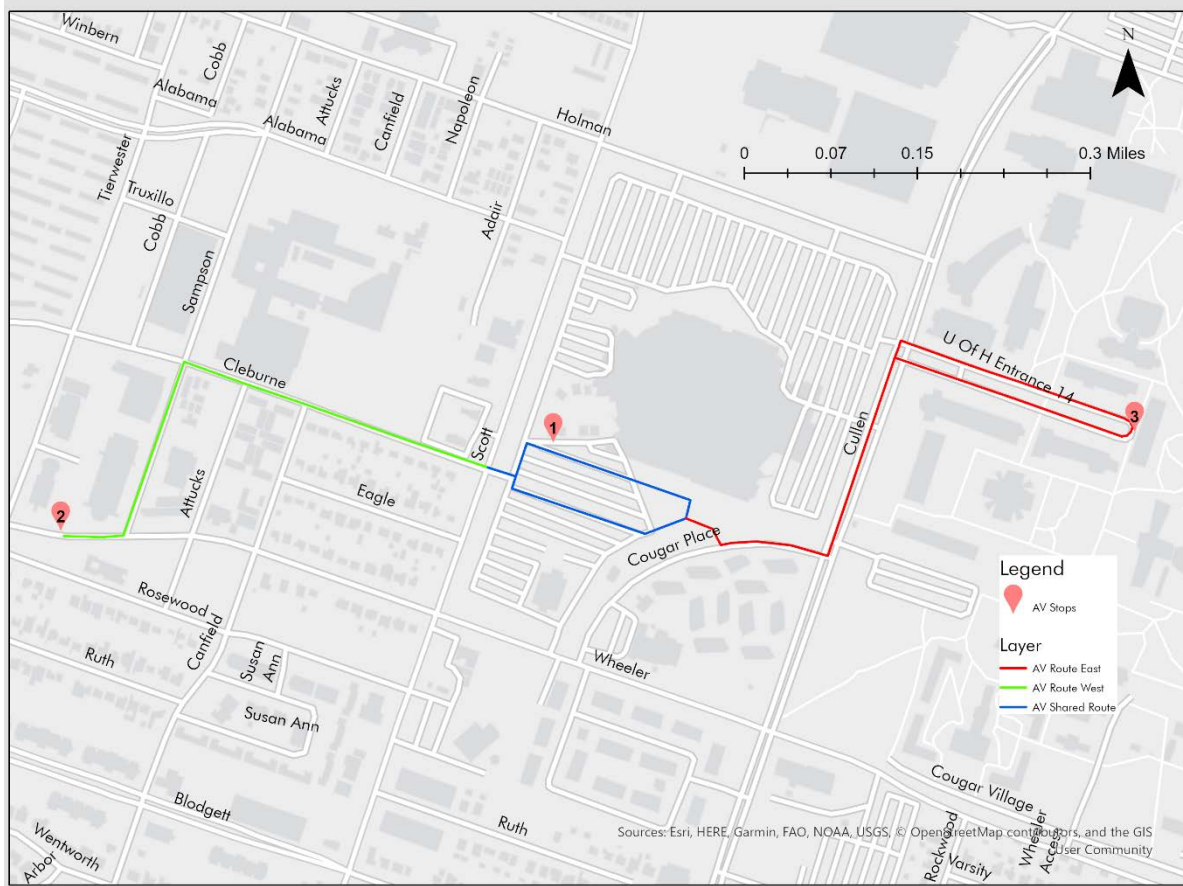
Connecting Buffalo Bayou East Design Concept Development



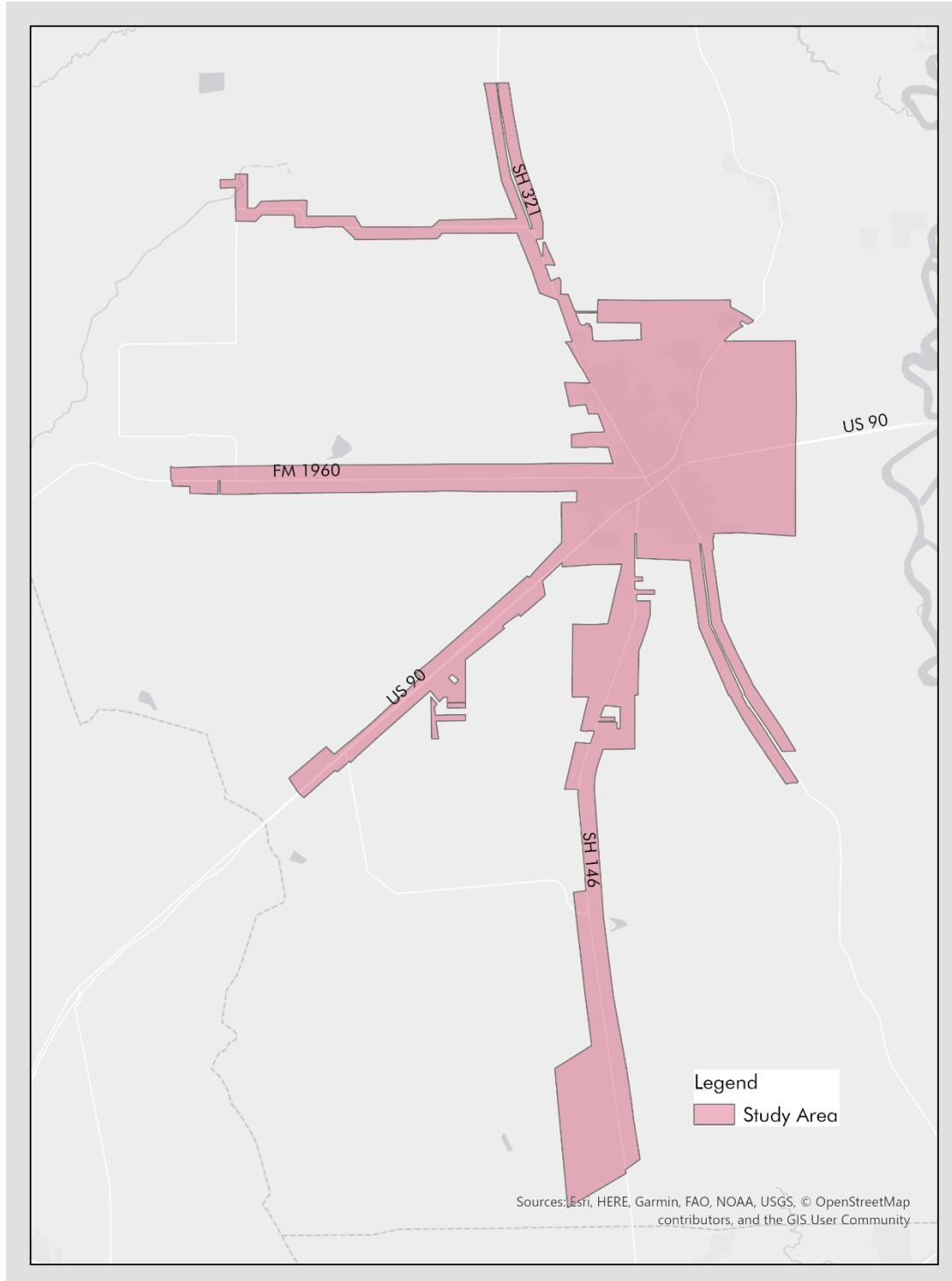
US 90A Corridor Study



Texas Southern University AV Phase II



Dayton Transit Study



CLEAN VEHICLES PROGRAM AGREEMENTS

Background

The Clean Vehicles Program is designed to offset the added cost of replacing or retrofitting older, high-emission diesel and gasoline engines with cleaner, low-emission engines. The primary goal of the program is to reduce nitrogen oxides (NOx), a critical component in the formation of ground-level ozone.

Award amounts are based on the projected emissions that could be reduced by the project, factoring in usage patterns, engine specifications, and fuel/technology types.

Current Situation

Staff recommendations shown in the table below are based on each project's maximum potential emissions reduction. Actual awards are subject to available state and federal funding and will be revised to reflect the specific replacement engine's emissions characteristics when the actual replacement engines have been identified by the contractors. H-GAC received one proposal that meets emission and cost-effectiveness criteria.

H-GAC staff recommends contracting with this entity to replace five alternative fuel buses for a total amount not to exceed \$799,975 as shown in the table below.

Table 1 Clean Vehicles Program

Applicant	Vehicles Replaced	Total Project Amount	EPA Amount	Contractor Amount (match)	Total NOx Reductions (tons/year)
Pasadena ISD	5 buses	\$799,975	\$540,866	\$259,109	3.240

Funding Source

Environmental Protection Agency

Budgeted

Yes

Action Requested

Request approval of agreements for acquisition of five vehicles; total amount is \$799,975. (Staff Contact: Jim Mahood)

TEENS IN THE DRIVER SEAT PROGRAM

Background

Since November 2009, H-GAC has contracted with the Texas A&M Transportation Institute to provide traffic safety outreach assistance through its “Teens in the Driver Seat” program. The program is a unique approach to safety outreach, working with teens and young adults to provide them the information and tools to educate their fellow students about traffic safety and safe lives.

The program currently has 50 chapters or partnerships in the region, including 30 high school chapters and 20 junior high school chapters. The program is also working to establish chapters at colleges.

Current Situation

The Teens in the Driver Seat program is an important part of the regional safety plan. Due to the impact of COVID-19 in delaying many of the planned in-person events, some of the funds were not expended on the safety funding grant.

Due to the significance of addressing driver safety early and often with young drivers, it is critical to ensure that this information continues in junior high schools, high schools, and now colleges in the region. The current contract with Texas A&M Transportation Institute includes an amount of \$255,000.

H-GAC is requesting approval to increase the contract by \$31,000 for a total contract amount of \$286,000 and extend the termination date to May 31, 2023. Upon this approval, the contract will be extended through May 31, 2023 along with the additional funding amount.

Funding Source

Federal Transportation Funds

Budgeted

Yes

Action Requested

Request approval to extend the contract period to May 31, 2023 and increase the contract amount with the Texas A&M Transportation Institute by \$31,000 for the Teens in the Driver Seat program; total contract amount is \$286,000. (Staff Contact: David Fink)

TRAVEL DEMAND FORECASTING TOOLS – INTERLOCAL AGREEMENT

Background

The Houston-Galveston Area Council has been engaged in developing a new generation of travel demand forecasting tools known as activity-based models, which simulate all movements of individual persons and vehicles versus the current trip-based model which only considers work commutes. H-GAC is also involved in collecting various traffic data through travel surveys and traffic counts within the H-GAC Metropolitan Planning Organization region to verify model data. These resources are used in a variety of ways, such as developing H-GAC's long-range Regional Transportation Plan and Transportation Improvement Programs; conducting roadway & transit feasibility analyses; and public safety planning.

Over the past few years, the Texas Transportation Institute has assisted H-GAC staff with model development, data collection, preparation, validation, and conversion. The Texas Transportation Institute has also supported H-GAC staff in other planning applications; primarily providing consulting and training support for developing congestion mitigation performance measures, crash and traffic data analyses, and Intelligent Transportation Systems plan expansions.

Current Situation

H-GAC staff is currently completing the update of the new regional travel models and simultaneously developing new travel forecasting using meso- or microscopic techniques and tools. The enhancement and application of current models, as well as development of new analysis tools require a solid technical understanding of existing regional forecasting models and data used for testing, development, and calibration. The Texas Transportation Institute is qualified to provide these requirements to H-GAC. Staff requests Board approval for a new interlocal agreement with the Texas Transportation Institute to continue its support for these activities.

Funding Source

Federal Transportation Planning Funds

Budgeted

Yes

Action Requested

Request approval to negotiate a two-year interlocal agreement with the Texas Transportation Institute for travel demand modeling and development for fiscal years 2022 and 2023; total amount is \$100,000. (Staff Contact: Jochen Floesser)

WORKFORCE SOLUTIONS ENTERPRISE ZOOM MEETING LICENSE RENEWAL

Background

The Gulf Coast Workforce Board and its operating affiliate Workforce Solutions are the public workforce system in the 13-county Houston-Galveston region. We help employers meet their human resource needs and individuals build careers, so that both can compete in the global economy. This year, Workforce Solutions has served over 20,000 employers and 350,000 people through 28 career offices. In September 2021, the Board approved Workforce Solutions to enter into a one-year agreement to obtain the virtual meeting software Zoom, for our staff to use to interact with our customers virtually.

Current Situation

The Workforce enterprise Zoom software contract expires on September 29, 2022. Workforce Solutions is looking to renew our Zoom license subscription to continue virtual interactions and provide flexibility to better accommodate our customers needs.

Funding Source

Texas Workforce Commission

Budgeted

Yes

Action Requested

Request approval to renew Zoom licenses for one year; total contract amount \$84,500. (Staff Contact: Tanya Nguyen)

WORKFORCE SOLUTIONS 2023 CONTRACTS

Background

Each year, we contract with service providers for the operation of Workforce Solutions, the Gulf Coast Workforce Board's operating affiliate. This year procurements were issued for the financial aid support center and payment office, staff professional development, employer service, and early education quality. We received 15 proposals from 13 organizations. Staff reviewed and scored all proposals received and presented recommendations to the Workforce Board's Procurement Committee. The committee made recommendations to the Workforce Board regarding new procurements for services, renewals, and extension of ongoing service provider contracts.

Current Situation

At its August 2 meeting, the Workforce Board approved contracts to be negotiated with 12 organizations, including one organization that will take on an additional role, to operate the region's workforce system in 2023.

Any future renewals will be contingent upon satisfactory performance, availability of funds, and approval of the Workforce Board and the H-GAC Board.

With these contracts, we expect to:

- Serve at least 31,500 employers and 300,000 individuals
- Ensure 19,825 of our employers return for service
- Assist in creating 3,500 new jobs
- Spend at least \$15 million on scholarships for more than 5,000 individuals in high-skill, high-growth occupational training
- Support approximately 30,000 families and 60,000 children with early education
- Help more than 230,000 individuals go to work
- Raise the incomes of 80,000 by at least 20%
- Help 86% of individuals pursuing a post-secondary education attain a credential (certificate or degree)

The recommendations for Workforce Solutions 2023 operations contracts are listed in the attachment.

Funding Source

Texas Workforce Commission

Budgeted

Yes

Action Requested

Request approval of contracts with organizations listed in the attachment for a total of \$438,800,000. (Staff Contact: Juliet Stipeche)

ATTACHMENTS:

▫ Workforce Solutions 2023 Contracts

Cover Memo

	2022	2023
Employer Service	Extension up to six months	
Employment & Training Centers	8,100,000	3,500,000
Adaptive Construction Solutions	4,881,886	2,000,000
Early Education	Extension up to three months	
Collaborative for Children	7,000,000	2,000,000
Career Offices		
BakerRipley	24,582,800	26,000,000
Interfaith of the Woodlands	18,290,000	18,790,000
Equus Workforce Solutions	6,235,221	7,500,000
Youth Projects		
SER-Jobs	2,299,929	2,300,000
Alliance of Community Assistance Ministries (ACAM)	2,500,000	2,500,000
Career Team	1,500,000	1,500,000
America Youth Works	270,000	270,000
Financial Aid Support Center	*Extension up to three months	
*Interfaith of the Woodlands	6,100,000	610,000
Equus Workforce Solutions	0	6,500,000
Financial Aid Payment Office		
BakerRipley	3,600,000	3,900,000
Financial Aid	360,000,000	360,000,000
Professional Development	Extension up to three months	
Learning Designs	926,955	230,000
Payrolling Services		
ProSource	2,025,000	1,200,000
Total System Contracts	448,311,791	438,800,000

WORKFORCE SOLUTIONS 2023 PUBLIC OUTREACH

Background

The Gulf Coast Workforce Board uses Savage Design and Outreach Strategists to provide outreach and communications services for the Board and the Workforce Solutions System. Following the system's comprehensive communications strategy, these two contractors are working to increase the visibility of the Board and Workforce Solutions.

This year, they have created videos to highlight businesses using Workforce Solutions, provided video production for Your Career/Your Choice TV episodes to air this fall, designed materials to refresh the Workforce Solutions web page, and supported Workforce Board events with economic development organizations throughout the region.

Current Situation

At its August 2 meeting, the Workforce Board approved the recommendation of the Board's Procurement Committee to negotiate contracts with Savage Brands and Outreach Strategists to continue the work outlined in the comprehensive communication plan.

With these contracts, we expect to:

- Plan and continue to carry out public outreach and communications activities with board staff and the HGAC Communications team
- Continue building long-term employer engagements strategies, including increasing community work by powering up local events
- Advertise and promote Workforce TV – Your Career Your Choice, airing in the fall
- Write bid specifications for the website redesign

Funding Source

Texas Workforce Commission

Budgeted

Yes

Action Requested

Request approval of contracts with Savage Brands and Outreach Strategists for a total amount of \$900,000. (Staff Contact: Juliet Stipeche)

MONTHLY FINANCIAL REPORT – JULY 2022

Background

N/A

Current Situation

N/A

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of the monthly financial report ending July 31, 2022. (Staff Contact: Jean Mahood)

ATTACHMENTS:

▢ Monthly Financial Report – July 2022

Cover Memo

**HOUSTON-GALVESTON AREA COUNCIL
FINANCIAL STATUS REPORT
For the Seven Months Ended July 2022**

	Budget Year to date	Actual Year to date	Variance Dollar	%
Combined Revenues and Expenditures				
Revenues	\$ 279,053,982	\$ 251,895,006	\$ (27,158,976)	-10%
Expenditures	(279,604,308)	(250,967,329)	28,636,979	-10%
Change in Combined Fund Balance	\$ (550,325)	\$ 927,678	\$ 1,478,003	

Change in Fund Balance by Fund Type				
Change in fund balance - General Fund	\$ (507,907)	\$ 202,836	\$ 710,743	
Change in fund balance - Gulf Coast Regional 911	587,610	303,296	(284,314)	
Change in fund balance - Enterprise Fund	(42,418)	421,546	463,964	
Total Change in Fund Balances	\$ 37,284	\$ 927,678	\$ 890,393	

Variance Analysis

The presentation of the change in fund balance by fund type is intended to highlight the effects of revenue and expenditure transactions by fund. The General Fund (GF) consists of those funds not associated with grant programs or enterprise activities. The Special Revenue Fund (SRF) consists of those funds that are restricted for a specific purpose. HGAC's grant programs are in this fund. The Enterprise Fund is used to track activities of the Cooperative Purchasing program and the Energy Purchasing Corporation. The variances of specific revenues and expenditures are explained on the second page of this report.

*** The Cooperative Purchasing program has contributed a \$340,114 increase toward the Enterprise fund balance YTD, and the Energy Purchasing Corporation is reflecting a \$81,432 increase to the Enterprise fund balance.

**HOUSTON-GALVESTON AREA COUNCIL
FINANCIAL STATUS REPORT
For the Seven Months Ended July 2022**

	Annual Budget	Budget Year to Date	Actual Year to Date	Variance Dollar	%
Revenues					
General and Enterprise Fund					
Membership dues	\$ 462,137	\$ 269,580	237,363	\$ (32,217)	-12%
HGAC Energy Purchasing Corporation (a)	90,000	52,500	126,569	74,069	141%
Cooperative Purchasing fees	5,750,000	3,354,167	2,750,916	(603,251)	-18%
Gulf Coast Regional 911 fees	2,989,523	1,743,888	1,991,361	247,473	14%
Interest Income (b)	25,000	14,583	13,925	(658)	-5%
Other (c)	6,281,246	3,664,060	2,399,586	(1,264,474)	-35%
Total General and Enterprise Fund revenues	\$ 15,597,906	\$ 9,098,779	\$ 7,519,721	\$ (1,579,058)	-17%
Special Revenue Fund					
Federal Grant	\$ 3,483,782	\$ 2,032,206	\$ 129,829	\$ (1,902,377)	-94%
State Grants	459,296,567	267,922,997	244,245,457	(23,677,541)	-9%
Total Special Revenue Fund revenues	\$ 462,780,349	\$ 269,955,204	\$ 244,375,286	\$ (25,579,918)	-9%
Total Revenues	\$ 478,378,255	\$ 279,053,982	\$ 251,895,007	\$ (27,158,976)	-10%
Expenditures					
Personnel (d)	\$ 30,867,961	\$ 18,006,311	\$ 16,700,369	\$ (1,305,942)	-7%
Pass-through funds - grant	428,461,002	249,935,585	224,639,759	(25,295,826)	-10%
Consultant and contract services (e)	11,106,676	6,478,894	6,178,555	(300,339)	-5%
Lease of office space	1,884,146	1,099,085	1,003,459	(95,627)	-9%
Equipment	3,169,221	1,848,712	230,253	(1,618,459)	-88%
Travel	357,705	208,661	133,545	(75,116)	-36%
Other expense	3,474,959	2,027,059	2,081,389	54,330	3%
Total Expenditures	\$ 479,321,670	\$ 279,604,308	\$ 250,967,329	\$ (28,636,979)	-10%
Excess of Revenues over(under) Expenditures	\$ (943,415)	\$ (550,325)	\$ 927,678	\$ 1,478,003	

Variances:

- a) Due to the supply chain issue, the Cooperative Purchasing revenue is a little behind projected levels. We will reassess the projection and make adjustments in the mid-year budget.
- b) Interest income continues to improve this month, we are confident it will meet projections.
- c) Other revenue is behind due to the delay in the Round Two EDA CARES Loan program. We anticipate the expenses will begin to catch up by the third quarter.
- d) Personnel expense is a little behind because of the heavier vacation load during the month of June and July.
- e) Consultant and other contract services expenses have increased in the month of July both in Workforce and Data Services program areas. The other programs are still slightly behind.

MID-YEAR BUDGET REVISION

Background

H-GAC's budget is a dynamic document. The bulk of H-GAC's revenues derive from intergovernmental contracts with local, state, and federal entities. These contracts have various durations, and may span more than one H-GAC budget year.

Current Situation

The proposed 2022 revised budget incorporates all known changes in revenues and expenditures, as well as financial results of operations through June.

Funding Source

N/A

Budgeted

N/A

Action Requested

Request adoption of proposed 2022 Revised Budget. (Staff Contact: Chuck Wemple)

ATTACHMENTS:

▫ 2022 Revised Budget Summary

Cover Memo

**2022 REVISED PROPOSED BUDGET AND SERVICE PLAN
SUMMARY**

Unified Budget			\$472,875,185
	Decrease	1.34%	6,446,484
Pass-through funds			422,353,289
	Decrease	1.43%	6,107,713
Operations			50,521,897
	Decrease	0.67%	338,770
Increases			
Workforce		0.83%	3,422,886
Community & Environmental		47.30%	2,371,791
Shared Services		10.80%	613,148
Data Services		4.98%	246,313
Local Activities		11.91%	14,400
Decreases			
Transportation		20.31%	4,919,603
Aging		29.17%	4,947,644
Capital Expenditures		66.90%	1,878,000
Public Services		14.24%	1,369,773
Employee Benefits			
Released Time		14.70%	\$2,988,380
Insurance, Retirement and Social Security		<u>33.00%</u>	<u>6,705,647</u>
Total Benefits & Release Time		47.70%	\$9,694,027

EMPLOYEE BENEFITS INSURANCE COVERAGE RENEWAL – PLAN YEAR 2022-2023

Background

H-GAC carefully reviews and analyzes our employee benefits package on an annual basis to provide the best coverage available while also competing for the best rates possible. Historically, the H-GAC Board has approved medical, dental, vision, voluntary life and long-term disability coverage for the benefits package offered to employees. Recognizing that employees have a wide range of needs when purchasing health care benefits, H-GAC has traditionally provided three plans from which to choose. Beginning in 2020, H-GAC requested employees contribute nominally to their coverage if employees wanted the highest and most robust coverage of the three plans available. H-GAC does not participate in contributing toward the coverage of dependents

Current Situation

H-GAC solicited proposals for health care benefits for its employees with the assistance of Alliant Insurance Services. The past twelve months have shown improvement for H-GAC on their claim to premium ratio, thus we were able to secure favorable proposals for health benefits for the coming benefit year. H-GAC received proposals from Blue Cross Blue Shield of Texas (our current provider), Aetna, and United Healthcare. Unfortunately, the Aetna proposal was not competitive, leaving only Blue Cross Blue Shield and United Health Care as competitive proposals.

Both proposers offered three tiers of coverage including the traditional Preferred Provider Organization (PPO) plan; a Consumer Driven Health Plan/Health Savings Account (HSA) plan; and a more affordable Health Maintenance Organization (HMO) plan. Blue Cross Blue Shield offered to extend the current premium structure for another 12 months with an additional \$10,000 credit to be used on health-related activities during the year. United Health Care offered a 3.4% reduction in current rates with a 2% additional discount if H-GAC would also allow them to underwrite the dental coverage. The following chart outlines the proposals as well as other coverages for vision, life, and disability insurance:

	<u>Current</u>		<u>BCBS Proposal</u>		<u>UHC (without dental)</u>		<u>UHC (with dental)</u>	
Total Annual Cost	3,176,456		3,176,456		3,066,891		3,005,554	
Employer Cost	2,398,081		2,398,081		2,390,334		2,354,765	
Employee Dependent Premiums	778,375		778,375		673,545		646,335	
H-GAC Premium Discount			(10,000)					
Rate Changes	Employee Only		Employee+Spouse		Employee + Child(ren)		Employee+Family	
	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed
Preferred Provider Organization/UHC	79.26	75.3	932.69	886.06	499.18	474.22	1108.71	1053.27
Consumer Driven Health Plan/UHC	0	0	925.36	879.09	489.22	464.76	1256	1193.2
Health Maintenance Organization/UHC	0	0	759.28	721.32	383.57	364.39	882.77	838.63
H-GAC Weighted Average Employee only	756.97	744						
Dental PPO/UHC	0	0	94.35	94.35	129.06	129.06	178.68	178.68
Dental HMO/UHC	0	0	20.96	20.96	23.58	23.58	35.11	35.11
H-GAC Weighted Average Dental	45.08	45.08						
Vision/Eyemed	Rate Guarantee							
Life & Disability/Reliance Standard	Rate Guarantee							

Funding Source

Benefit Pool

Budgeted

Yes

Action Requested

Request approval for the Executive Director to negotiate contracts for employee benefits coverage with United Health Care as proposed and to extend other coverages as outlined, with no changes to vision or life and disability coverage. (Staff Contact: Laura Tomlinson)

AUDIT FIRM ENGAGEMENT 2022-2023

Background

The Houston-Galveston solicited proposals and selected BKD CPAs and Advisors in 2018 to perform the annual audit function for fiscal years 2019 -2021. The original solicitation envisioned a three-year engagement with an optional extension of two one-year engagements.

The scope of the engagement included an audit of H-GAC's financial records and the H-GAC Retirement Plan. Collectively, H-GAC has incurred the following cost in each year:

2019 \$ 99,000
2020 \$137,500
2021 \$123,954
2022 \$127,000 (Proposed)

The audit performed on the 2020 fiscal activity was the first to be completed entirely in a remote environment. H-GAC requested that the auditors increase the programs scheduled for review. Additional audits were performed on Solid Waste, Water Quality, and TMDL programs.

The audit performed on the 2021 fiscal activity was again entirely remote. The auditors expanded their scope of reviewed programs to include Homeland Security and Aging programs at the request of H-GAC

Current Situation

The finance staff would like to approach the audit in a new and more efficient manner. In the past, the auditors would perform all testing after the fiscal year-end close. We are proposing to engage the audit firm earlier in the year and work with them to complete interim testing on the first three quarters of the year before the books are closed. Much of the required compliance testing and control testing will be substantially complete by the time the books are closed.

Finance staff believes this approach allows the auditors to dedicate the bulk of their work at the end of the year to reviewing the financial statements and they would only need to update the workpapers for compliance that were started in September and/or October. The ultimate goal of this approach is to provide more timely reporting to the Board of Directors, H-GAC's grantors, and internal management.

The additional audit fees for the upcoming 2022 fiscal year include review of new compliance requirements contained in GASB 87 concerning accounting for leases and GASB 96 concerning accounting for subscription-based software. Both pronouncements are required to be implemented in 2022.

Funding Source

Indirect Cost Funding

Budgeted

Yes

Action Requested

Request authorization to negotiate with BKD, now known as FORVIS for completion of the fiscal year 2022 audit; total contract amount is \$127,000. (Staff Contact: Nancy Haussler)

ATTACHMENTS:

▢ FORVIS Engagement Letter

Cover Memo

FORVIS

2700 Post Oak Boulevard, Suite 1500 / Houston, TX 77056

P 713.499.4600 / F 713.499.4699

forvis.com

August 1, 2022

Audit Committee and Board of Directors
Charles Wemple, Executive Director
Nancy Haussler, Chief Financial Officer
Houston-Galveston Area Council
3555 Timmons Lane, Suite 100
Houston, Texas 77027

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

Houston-Galveston Area Council

- Audit Services for the year ended December 31, 2022

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

As required by Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel through the term of this engagement. For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Engagement Fees

The fee for our services will be \$127,880. Our fee includes travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Mergers or acquisitions
- Change in accounting principles other than Governmental Accounting Standards Board Statement No. 87, *Leases*
- Substantial doubt about the entity's ability to continue as a going concern
- Indications of fraudulent financial reporting or misappropriation of assets
- Derivatives accounted for under hedge accounting

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for fiscal years beginning after June 15, 2021. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities

- Assisting with changes required to adopt Statement No. 87, including:
 - Assisting with information gathering to develop an inventory of all lease agreements, service contracts, and other arrangements that may contain right-to-use lease assets
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 87
 - Documenting any changes from your previous lease recognition and reporting methods
 - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Additional Costs Related to COVID-19

Our fees do not consider additional efforts driven by the SARS-CoV-2 virus and the related COVID-19 (COVID-19) environment. Complexities and uncertainties related to various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal or state agencies may affect our services. Fees related to COVID-19 activities will be billed based on time expended. Additional efforts or services may include:

Accounting and auditing issues such as going concern, other-than-temporary impairment of investments, collectability of receivables, modification of lease terms, additional major programs subject to Single Audit, etc.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

FORVIS, LLP

FORVIS, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services and Terms and Conditions Addendum**, on behalf of **Houston-Galveston Area Council**.

BY _____
Charles Wemple, Executive Director

DATE _____

BY _____
Nancy Haussler, Chief Financial Officer

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

Houston-Galveston Area Council as of and for the year ended December 31, 2022.

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Expressing an opinion on your compliance with the types of compliance requirements described in the *Texas Comptroller of Public Accounts, State of Texas Uniform Grant Management Standards* (UGMS)/*Texas Grant Management Standards* (TxGMS) that could have a direct and material effect to each of your major state award programs in accordance with the audit requirements of the UGMS/TxGMS
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance and UGMS/TxGMS
- Issuing a report on your schedule of expenditures of federal and state awards

You have informed us that the audited financial statements are expected to be presented along with management's annual comprehensive financial report. Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the annual comprehensive financial report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the Supplementary Schedule of Indirect Costs and Supplementary Schedule of H-GAC Employee Benefits (supplementary information) and the Schedule of Expenditures of Federal and State Awards ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

You agree to assume all management responsibilities and to oversee the non-attest services we will provide by designating an individual possessing suitable skill, knowledge and/or experience. You acknowledge that non-attest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions;
- Evaluating the adequacy and results of the services performed;
- Accepting responsibility for the results of such services; and
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities.

Amanda Eaves, Partner is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue written reports upon completion of our audits, addressed to the following parties:

Entity Name

Houston-Galveston Area Council

Party Name

Board of Directors

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the Uniform Guidance and UGMS/TxGMS. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the OMB Compliance Supplement and UGMS/TxGMS that could have a direct and material effect on each major federal or state award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and UGMS/TxGMS but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

**Limitations and
Fraud**

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal or state award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS, LLP.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** - to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error,

- Alignment of internal control to ensure that appropriate goals and objectives are met, that management and financial information is reliable and properly reported and that compliance with and identification of the laws, regulations, contracts, grants or agreements (including any federal or state award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

FORVIS, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **FORVIS LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify FORVIS for any claims made against FORVIS by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or

willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, *i.e.*, FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide

information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not

apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.
23. **FORVIS Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate

this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication,

as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
31. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.