

**Panhandle Regional
Planning Commission
Board of Directors
Thursday,
December 7, 2023**

NOTICE OF MEETING

The regular meeting of the Board of Directors of the Panhandle Regional Planning Commission will be held on **Thursday, December 7, 2023, at 1:30 p.m.** in the PRPC Board Room at 415 SW 8th, Amarillo, Potter County, Texas. In order to accommodate Board Members and members of the public who may want to access the meeting remotely a hybrid link is provided pursuant to Texas Government Code Section 551.127 with more than three counties in the State of Texas being represented on the Board.

Members of the public interested in attending this meeting online may do so by logging into the Zoom Meeting:

<https://us02web.zoom.us/j/87066588981?pwd=MFk3c3BKs2htZ0xFWmNWLys1OUR3Zz09>

(Meeting ID: 870 6658 8981 – Password 134003) or may participate by phone 346 248 7799 (Meeting ID:870 6658 8981 – Password 134003).

A copy of the full agenda for this meeting can be found on the PRPC's website at <http://www.theprpc.org/About/Directors/default.html>

AGENDA

1. CALL TO ORDER

- Quorum Determination
- Local Government Code Chapter 176
- Conflict Disclosures (if appropriate)*

2. INVOCATION

3. PUBLIC COMMENT

The Planning Commission invites members of the public to provide oral comment on any item included on this agenda under this item. Each person wishing to make a public comment shall be limited to 3 minutes with comments directed to the Board as a whole. Reasonable accommodation shall be made for members of the public utilizing a translator for public comment.

4. MINUTES

Consideration of the approval of the minutes from the Board of Directors' meeting held on October 26, 2023.

5. VOUCHERS

Review and consideration of the acceptance of the vouchers for the month of October 2023.

6. PRPC INVESTMENT FUND MONTHLY REPORT

Presentation and consideration of acceptance of the Planning Commission's Investment Fund Monthly Report.

7. **WORKFORCE PURCHASE: HIGH DEMAND JOB TRAINING PROGRAM UPDATE**

A comprehensive update on the Workforce High Demand Job Training investments from 2022-2023. The HDJT Program grant projects are funded by the regional Economic and Community Development Corporations and TWC for the Panhandle of more than \$617,000 and an overall total of more than \$2,171,000 since 2018.

8. **GROUNDWATER MANAGEMENT AREA #1 ADMINISTRATIVE SERVICES AGREEMENT AMENDMENT INTERLOCAL CONTRACTS**

Consideration of the authorization of the Executive Director to execute the Interlocal Cooperation Contract Amendment to provide administrative services related to the selection of a professional service provider for the GMA #1.

9. **TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION DEVELOPMENT AND MANAGEMENT SERVICES INTERLOCAL CONTRACTS**

Consideration of the authorization of the Executive Director to execute interlocal contracts with the Cities of Kress, Dalhart, Shamrock and Oldham County.

10. **APPLICATION DEVELOPMENT FOR THE 2023 DOWNTOWN REVITALIZATION PROGRAM INTERLOCAL CONTRACTS**

Consideration of the authorization of the Executive Director to execute interlocal contracts with the Cities of Canyon, Clarendon, Dalhart, Fritch, Kress, Hereford and Tulia.

11. **PROFESSIONAL RECRUITMENT SERVICES INTERLOCAL CONTRACT: CITY OF DUMAS – FINANCE DIRECTOR**

Consideration of the authorization of the Executive Director to execute an interlocal contract with the City of Dumas for the Planning Commission to provide professional recruitment services for a Finance Director.

12. **UPDATE AND ASSOCIATED ACTION FOR FY 2021 INNOVATIVE COORDINATED ACCESS AND MOBILITY (ICAM) RIDE-SHARE VOUCHER PILOT PROGRAM PROJECT.**

Consideration of the authorization of the Executive Director to approve requisite submittal documentation for the FTA 2021 ICAM Ride-Share Pilot Voucher Program and subsequent execution of the FTA contract agreement.

13. **TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT - STATE URGENT NEED FUND PROGRAM INTERLOCAL CONTRACT AMENDMENT PROJECT MANAGEMENT SERVICES**

Consideration of the authorization of the Executive Director to execute the interlocal agreement amendment for the City of Perryton should they receive a TxCDBG contract for PRPC to provide TxCDBG administration services.

14. **FY2024-2025 REGIONAL SOLID WASTE MANAGEMENT PROGRAM APPLICATION RESOLUTION**

Consideration of a resolution authorizing the submittal of the FY2024-2025 Regional Solid Waste Management Program Application and authorizing the Executive Director to sign the contract for the biennium.

15. **FY2024 REGIONAL SOLID WASTE GRANT PROGRAM APPLICATION RESOLUTION**

Consideration of the authorization of the Executive Director to execute a resolution authorizing the submission of the Regional Marketing and Transportation Program grant application for consideration under the FY24 Regional Solid Waste Grants Program competition.

16. **IPAWS STANDARD OPERATING PROCEDURE FOR THE PARIS WENS MASS NOTIFICATION SYSTEM**

Consideration of the authorization of PRPC staff to send the document to participating jurisdictions for participation in the IPAWS alerting system through the PARIS WENS mass notification system.

17. **2024 TEXAS HOMELAND SECURITY STRATEGIC PLAN – PANHANDLE REGIONAL IMPLEMENTATION PLAN RESOLUTION**

Consideration of a resolution adopting the Panhandle's FY24 Texas Homeland Security Strategic Plan (THSSP) Regional Implementation Plan.

18. **MISCELLANEOUS NON-ACTION INFORMATION ITEMS**

A. Comments from the Executive Director.

B. Report on the following recent Planning Commission sponsored regional meetings:

- 10/30/2023 – United Way Rally/FoodNet Program
- 11/01/2023 – Parkinson's Support Group
- 11/02/2023 – READY/SET/THRIVE/MIPPA, Dimmitt Rotary Club
- 11/07/2023 – Medicare Fraud/RST/MIPPA, Kings Manor, Hereford
- 11/10/2023 – 17th Annual AAA Caregiver Conference
- 11/14/2023 – Medicare vs Medicare Advantage/TSAP/MIPPA, Golden Plains Hospital, Borger
- 11/15/2023 – Texas Panhandle Inspectors Association (TPIA) Meeting
- 11/15/2023 – Groundwater Management Area (GMA) #1 Meeting
- 11/16/2023 – Economic Development Advisory Committee
- 11/27/2023 – Matter of Balance, Perryton Senior Citizens
- 11/28/2023 – Panhandle Regional Emergency Management Advisory Committee (PREMAC)
- 11/28/2023 – Transfer on Death Deed, Oil & Derrick Club - Pampa
- 11/29/2023 – Panhandle Regional Organization to Maximize Public Transportation (PROMPT) Meeting
- 12/01/2023 – Medicare 2024
- 12/05/2023 – Multi-Regional TxCDBG Grant Kick-Off Meeting
- 12/06/2023 – Panhandle Workforce Development Board meeting
- 12/06/2023 – Caregiver Support Group

C. Announcement of tentatively scheduled Planning Commission sponsored regional meetings:

- 12/07/2023 – Panhandle Workforce Development Board Consortium’s Governing Body meeting
- 12/14/2023 – READY/SET/THRIVE/MIPPA,Parmer Co Hospital, Friona
- 01/03/2024 – Caregiver Support Group
- 01/09/2024 – VOAD (Voluntary Organization Active in Disaster) Meeting
- 01/10/2024 – Low Income Medicare Savings/TSAP, Darrouzette Senior Citizens
- 01/16/2024 – Matter of Balance, Parkview Hospital, Wheeler
- 01/18/2024 – Transfer on Death Deed, Hutchison Retired Teachers
- 01/19/2024 – West Texas COG Meeting - PRPC

19. **ADJOURNMENT**

***LOCAL GOVERNMENT CODE**
TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES
CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED. (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering in to a contract with the vendor; and

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, that exceeds \$2,500 during the 12-month period preceding the date that the officer become aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor; or

(C) has a family relationship with the local government officer.

PUBLIC NOTICE

This notice complies with Texas Government Code Chapter 551, Open Meetings Act, Section 551.041 (Notice of Meeting Requirements); Section 551.043 (Time and Accessibility of Notice Requirements); and Section 551.053 (Notice Requirements of a Political Subdivision Extending into Four or More Counties) and Section 551.127 (Videoconference Call). The notice has been filed at least 72 hours before the scheduled time of the meeting with the Secretary of State's Office, the Potter County Clerk's Office and has been posted in the Administrative Office of the Panhandle Regional Planning Commission.

Posted this 1st day of December, 2023 at 415 West Eighth Avenue, Amarillo, Texas, at 4:30 p.m.

Melissa T. Whitaker

Melissa T. Whitaker, Executive Assistant

ITEM 4

PANHANDLE REGIONAL PLANNING COMMISSION

BOARD OF DIRECTORS MEETING

Minutes

October 26, 2023

The meeting of the Board of Directors of the Panhandle Regional Planning Commission was held at 1:30 p.m. on Thursday, October 26, 2023. This meeting was held in hybrid format by videoconference pursuant Texas Government Code Section 551.127 with more than three counties in the State of Texas being represented on the Board. Board members and individuals from the public who desired to attend in person, attended the meeting at 415 S.W. 8th, Amarillo, Potter County, Texas.

MEMBERS PRESENT:

- Buster Davis, Mayor, City of Gruver
- Christy Dyer, Randall County Judge
- Dr. John Howard, Donley County Judge
- Dan Sams, Mayor, City of Wheeler
- Winston Sauls, Citizen Representative, City of Borger
- Tobe Shields, Mayor, City of Spearman
- Cleo Castro, Citizen Representative, City of Cactus
- Sal Rivera, Sheriff, Castro County
- Yolanda Robledo, Alderwoman, City of Bovina
- Shawn Ballew, Oldham County Judge
- Pat Sims, Commissioner, City of Dumas
- Cole Stanley, Mayor, City of Amarillo
- Kimberly Jones, Childress County Judge
- Oscar Ostos, Citizen Representative, Amarillo
- Greg Lewellen, Mayor, City of Friona
- Nancy Tanner, Potter County Judge
- Juan Cantu, Lipscomb County Commissioner
- Rank Cogdell, Briscoe County Judge
- Dr. Bill Hallerberg, Canadian River Municipal Water Authority

MEMBERS ABSENT:

- Karen Price, Citizen Representative, Pampa
- Kerry Symons, Mayor, City of Perryton
- Walter "Four" Price, Texas State Representative, District 87
- Phillip Self, Greenbelt Municipal & Industrial Waste Authority
- Harold Keeter, Swisher County Judge
- Daniel Jackson, Citizen Representative, City of Dimmitt
- Dan Looten, Carson County Judge
- Ronnie Gordon, Hartley County Judge

STAFF PRESENT: Mr. Michael Peters, Executive Director; Mr. Trent Taylor, Finance Director; Ms. Jaime Sharp, Area Agency on Aging Caregiver Specialist; Ms. Lori Gunn, Regional Services Director; Mr. Max Seymour, Local Government Services Program Specialist; Mr. Jarian Fred, Local Government Services Program Specialist; Ms. Delaney Pruett, Regional Emergency Management Planning Program Coordinator; Ms. Melissa Whitaker, Executive Assistant

OTHERS PRESENT: None

1. **CALL TO ORDER**

Sheriff Sal Rivera called the meeting to order at 1:31p.m. and noted that a quorum was present.

2. **INVOCATION**

Mr. Pat Sims gave the invocation.

3. **PUBLIC COMMENT**

No public comments were made.

4. **MINUTES**

Judge John Howard moved to accept the minutes from September 28, 2023. Judge Christy Dyer seconded the motion; the motion carried by unanimous vote.

5. **EXECUTIVE SESSION PURSUANT TO SECTION 551.074 (PERSONNEL MATTERS)**

Sheriff Sal Rivera stated that the meeting will adjourn into an Executive Session as authorized under Texas Government Code Chapter 551; Section 551.074 to personnel matters

6. **VOUCHERS**

Mayor Tobe Shields moved to approve the vouchers for the month of September 2023. Commissioner Juan Cantu seconded the motion; the motion carried by unanimous vote.

7. **PRPC INVESTMENT FUND MONTHLY REPORT**

Mr. Trent Taylor informed the Board Pursuant to the Public Funds Investment Act which was passed by the Texas Legislature in 1987 and amended in 1995 and 1997, PRPC adopted written investment policies on April 27, 2023 for funds under our control. The following was submitted for approval.

The money market funds are deposited at Amarillo National Bank. The PRPC fund rate for the month of August was 5.12%. The 9-1-1 fund earned an average annual yield of 3.71%. The book value and the market value were the same for each fund listed above. The investment portfolio followed the Public Funds Investment Act and PRPC Investment Policies.

	Balance @ <u>3/31/23</u>	Balance @ <u>6/30/2023</u>	Balance @ <u>9/30/2023</u>
PRPC's Money Market Fund	\$3,420,152	\$3,513,971	\$2,554,984
9-1-1's Money Market Fund	<u>\$122</u>	<u>\$67</u>	<u>\$57</u>
Total MMIA Funds	<u>\$3,420,274</u>	<u>\$3,513,972</u>	<u>\$2,555,041</u>
CDARS CD	Duration	Return	
5/11/2023 – 11/09/2023	26 Weeks	4.85%	\$500,000
6/29/2023 – 12/28/2023	26 Weeks	4.85%	\$500,000
Total Invested Funds			<u>\$3,555,041</u>

Mayor Cole Stanley moved for the Board of Directors to accept the PRPC Investment Fund Monthly Report as submitted. Judge Rank Cogdell seconded the motion; the motion carried by unanimous vote.

8. MINORITY ELECTED OFFICIAL BOARD MEMBER APPOINTMENT

Mr. Michael Peters informed the Board of Directors that the Panhandle Regional Planning Commission's Bylaws call for three seats on the Board of Directors to be held by minority local elected officials from area cities and counties. The three elected official seats are in addition to the five minority citizen representative positions on the Board. The minority local elected officials' seats are filled by direct Board appointment. Commissioner Juan Cantu of Lipscomb County, Alderwoman Yolanda Robledo with the City of Bovina and Sheriff Sal Rivera of Castro County currently hold the three elected official positions. The term of Alderwoman Yolanda Robledo is expiring. Staff has visited with Alderwoman Robledo and she has expressed a desire and willingness to continue serving on the PRPC Board of Directors.

Judge Dr. John Howard moved that the Board of Directors re-appoint Alderwoman Yolanda Robledo to a three-year term on the PRPC Board of Directors. Judge Christy Dyer seconded the motion. Ms. Yolanda Robledo abstained. The motion carried with a sufficient majority of votes.

9. PRESENTATION ON THE 17TH ANNUAL CAREGIVER CONFERENCE

Ms. Jamie Sharp informed the Board of Directors that the Area Agency on Aging has partnered with the Alzheimer's Association to present the 17th Annual Caregiver Conference featuring Lori La Bey, founder of Alzheimer's Speaks, on living graciously alongside dementia. The conference is scheduled for Friday, November 10, 2023 and will be held at Polk St. United Methodist Church in Amarillo. The speaker, Lori La Bey, will explore with attendees the latest changes in dementia care and defining what "Dementia Friendly" means and how personal and organizational culture affects those dealing with a diagnosis of Alzheimer's or other forms of dementia. The event is free and open to the public. Area Agency on Aging employees encourage family caregivers and anyone providing care to an individual with Alzheimer's or dementia to attend.

No action necessary, this is an informational item.

10. **REGION A PANHANDLE WATER PLANNING GROUP FUNDING CONTRACT AMENDMENT NO. 2**

Mr. Jarian Fred informed the Board of Directors that on April 17, 1998, the Board of Directors approved an agreement with the Panhandle Water Planning Group (PWPG) designating the Planning Commission as the administrative entity for the regional water planning process. Since that time, Local Government Services staff has assisted the Panhandle Water Planning Group in the development of five regional water plans completed in 2001, 2006, 2011, 2016 and 2021. The regional water planning process is statutorily required to be conducted by a political subdivision of the State of Texas, and the neutrality that the PRPC has brought to the process in the Panhandle Region has traditionally be very favorably viewed by the Cities, Counties, and Special Districts served by PRPC. In June of 2021, this body approved initial funding for the sixth cycle of planning dollars in the development of the 2026 Regional Water Plan and subsequently in July of 2022 this body approved the Contract Amendment No. 1 for an additional \$259,502 for FY22-23. During the month of October, the Texas Water Development Board (TWDB) authorized execution of FY24-25 contract amendments for the continuation of the 2026 Regional Water Plan. Under these appropriations, PRPC on behalf of the PWPG, will be appropriated an additional \$364,465 with an anticipated total not to exceed \$864,386 in the following funding years to complete the 2026 Regional Water Plan. The additional funds coming available will be contingent on future legislative sessions and contract amendments. The increase of committed funds for FY24-25 will increase the total project cost, amends the scope of work for tasks 1-10 and expense budget for subcontractor services.

Judge Christy Dyer moved for the Board of Directors to authorize the Executive Director to execute the Contract Amendment No. 2 with the Texas Water Development Board for the additional appropriation of funding to carry out the 2026 Panhandle Regional Water Plan. Mayor Cole Stanley seconded the motion; the motion carried by unanimous vote.

11. **VILLAGE OF LAKE TANGLEWOOD INTERLOCAL AGREEMENT – PROJECT ADMINISTRATION FOR A HAZARD MITIGATION SUBGRANT**

Mr. Max Seymour informed the Board of Directors that the Village of Lake Tanglewood has submitted a grant application through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program, administered by the Texas Division of Emergency Management (TDEM). This funding will cover the replacement of a Tornado/Warning Siren in the Village of Lake Tanglewood with a 90% federal / 10% local cost share. The Hazard Mitigation Grant Program is a federal program in which jurisdictions can only participate if they have an approved hazard mitigation plan. Every County in the region has a current hazard mitigation plan, and it is updated every 5 years. The Village of Lake Tanglewood has met the requirement of having an updated hazard mitigation plan in place. The Village of Lake Tanglewood was granted an opportunity to apply for a hazard mitigation grant, which is tied to funding provided by FEMA for the Hurricane Laura natural disaster in 2020. The Village has been awarded a hazard mitigation grant to replace an existing warning siren. Funding for this project will be through DR 4572 Hurricane Laura Grant. The Village has been notified that this

project will be funded under the DR4572 Hurricane Laura grant. Completion of this project will occur before June of 2025.

Judge Dr. John Howard moved for the Board of Directors to authorize the Executive Director to execute an Interlocal Cooperation Contract with the Village of Lake Tanglewood for the Project Administration of a Hazard Mitigation Subgrant. Commissioner Juan Cantu seconded the motion; the motion carried by unanimous vote.

12. **FY 2025 PANHANDLE CRIMINAL JUSTICE ADVISORY COMMITTEE OPERATING PROCEDURES AND BYLAWS**

Ms. Lori Gunn informed the Board that each year, the PRPC receives funds from the Office of the Governor's Criminal Justice Division to administer a Criminal Justice Grant Program. The activities of the Program are overseen by the Criminal Justice Advisory Committee (CJAC) and the PRPC Board of Directors. The Criminal Justice Division requires each region to develop and maintain Operating Procedures and Bylaws, which clearly identify the process by which the Criminal Justice Grant Program will operate under the direction and oversight of the CJAC. At the beginning of each year, the CJAC reviews its Operating Procedures and Bylaws for effectiveness and to lay out the ground rules for the coming year. Each year the Operating Procedures and Bylaws must be approved by the PRPC Board of Directors. The CJAC is scheduled to meet the day before this meeting, October 25th, to review the recommended changes to the FY2025 CJAC document, as attached. The CJAC will review the attached draft CJAC Procedures and Bylaws, at the meeting and the final draft will be presented to you. The Operating Procedures and Bylaws are no longer required to be uploaded to the state. However, we must be able to produce them if requested. The approved document will be placed on the criminal justice page of the PRPC website and reviewed with eligible grantees during application workshops.

Judge Nancy Tanner moved for the Board of Directors to consider an approval of the Regional Criminal Justice Advisory Committee Operating Procedures and Bylaws for use in the FY 2025 grant year. Commissioner Pat Sims seconded the motion; the motion carried by unanimous vote.

13. **REGIONAL CRIMINAL JUSTICE ASSISTANCE GAP TRAINING CONTRACT WITH AMARILLO COLLEGE**

Ms. Lori Gunn informed the Board of Directors that earlier this year, the PRPC applied for and is currently awaiting funding under the FY24 Edward Byrne Justice Assistance Grant (JAG) grant program from the Office of the Governor's Criminal Justice Division (CJD) to provide training in the Panhandle. The project, which was developed in discussion with the region's stakeholders to identify the gaps that our region faces. The top three (3) gaps found were substance abuse, domestic violence, and sexual assault. The goal of the project is to improve the way in which stakeholder agencies/organizations work together to address the issues of substance abuse, domestic violence and sexual assault in the region's criminal justice system. This training, which will be provided at no cost, is intended for the region's victim services agencies, law enforcement, prosecution, judiciary, emergency 911 communicators, medical trauma service providers, non-profit agencies, faith-based organizations and other such agencies in the Panhandle that round out our criminal justice system. It's anticipated there will be a high level of interest in the training being provided under this contract and that each of the three courses delivered by Amarillo College will be well-attended.

Mayor Dan Sams moved for the Board of Directors to authorize the PRPC Executive Director to execute the contract with Amarillo College for the delivery of Specialized Gap Training and Education services. Judge Rank Cogdell seconded the motion; the motion was carried by unanimous vote.

14. **2023 TEXAS HOMELAND SECURITY REGIONAL THREAT AND HAZARD IDENTIFICATION RISK ASSESSMENT (THIRA) AND STAKEHOLDER PREPAREDNESS REVIEW (SPR)**

Ms. Lori Gunn informed the Board of Directors that Annually, every Council of Governments in Texas must fulfill several planning requirements in order to maintain their region's eligibility to receive State Homeland Security Program grant funding in the coming year. All told, three plans have to be updated each year; they are:

1. Threat & Hazard Identification Risk Assessment (THIRA);
2. Stakeholder Preparedness Review (SPR); and
3. Texas Homeland Security Strategic Plan (THSSP) Regional Implementation Plan

This agenda item only addresses the first two of these plans. The third plan will be presented to at the December Board Meeting.

The SPR gap information is now being used to inform the development of the final plan the region must complete to be eligible for FY24 SHSP funding – the THSSP Regional Implementation Plan. That document, which will be presented to you in December, will identify priority areas for FY24 funding based on the findings of the THIRA and the SPR.

The PREMAC met on October 12th to review and consider the final drafts of the THIRA and SPR. The committee approved both documents with the recommendation provided below.

Mayor Tobe Shields moved for the Board of Directors to approve the Panhandle region's 2023 Threat and Hazard Identification Risk Assessment and Stakeholder Preparedness Review and authorize the submission of these documents to the Office of the Governor; Homeland Security Grants Division by the November 30, 2023 deadline. Judge Christy Dyer seconded the motion; the motion carried by unanimous vote.

15. **ADMINISTRATIVE REGULATION AMENDMENT – CRIMINAL JUSTICE ADVISORY COMMITTEE**

Mr. Michael Peters informed the Board of Directors that The Texas Association of Regional Councils (TARC) is a voluntary association composed of Texas' 24 regional councils. The Planning Commission's 2023-2024 TARC total services fees are \$10,043.86, additionally they charge approximately \$2,500 twice per year for conference meeting fees.

Mayor Cole Stanley moved for the Board of Directors to authorize payment of the Panhandle Regional Planning Commission's 2023-2024 TARC Association service fees and meeting costs for October 2023 – September 2024. Judge Nancy Tanner seconded the motion; the motion carried by unanimous vote.

16. **TEXAS ASSOCIATION OF REGIONAL COUNCILS APPOINTMENT OF THE OFFICIAL BOARD REPRESENTATIVE**

Mr. Michael Peters informed the Board of Directors that Each Regional Planning Commission designates a Board Member and three alternates to serve on the Texas Association of Regional Councils (TARC), Board of Directors, in order to conduct business during the TARC meetings in Austin. The designated Board member of a council may designate any representative of the council he or she represents. Staff has discussed with Mayor Tobe Shields to see if he was interested in continuing to serve on this board as the PRPC Representative and he indicated he was willing. As designated alternates we would also like to nominate the following to serve in the event Mayor Shields is unable to attend the following TARC members: Sheriff Sal Rivera, Michael Peters or Trenton Taylor.

Judge Christy Dyer moved for the Board of Directors to designate Mayor Tobe Shields as the 2024 TARC Board Member representing the Panhandle Regional Planning Commission and select the above slate of alternates. Commissioner Pat Sims seconded the motion; the motion carried by unanimous vote.

17. **MISCELLANEOUS NON-ACTION INFORMATION ITEMS**

A. Comments from the Executive Director.

Michael Peters thanked everyone who was able to make the Annual Meeting and for all of their contributions to making that meeting such a success, especially Mayor Shields, Sheriff Rivera, and Judge Looten. Mr. Peters asked the board if they would support not signing all of the dues letters and allow the Executive Director to sign them. The Board supported this change. Our Chair, Sherriff Rivera, has asked the following individuals to serve on the 2023/24 Audit Committee and they have graciously agreed; Judge John Howard, Judge Kim Jones, Winton Sauls, Juan Cantu and Oscar Ostos. Additionally, this body has always meet on the 4th Thursday of the Month at 1:30 p.m., however this would be the opportunity if there are any considerations to meeting at another day or time we can discuss. As discussed, we will combine the November and December meetings due to the holidays and meet Thursday December 7th. The Board was agreeable with the same meeting schedule for the following year. Mr. Peters also expressed that he would be contacting a law office about setting up a non-profit to purchase and manage the Workforce Building located on Eddie Street.

B. Report on the following recent Planning Commission sponsored regional meetings:

- 09/28/2023 – Destination Medicare & Open enrollment 2024
- 09/28/2023 – Medicare vs Medicare Adv/MIPPA/TSAP, Stratford Senior Citizens
- 09/29/2023 – Matter of Balance, Wellington Senior Citizens
- 09/30/2023 – Walk to End Alzheimer's, Hodge Town
- 10/02/2023 – READY/SET/THRIVE, Perryton Retired Teachers
- 10/03/2023 – MIPPA/TSAP Outreach, Wheeler Rural Health
- 10/04/2023 – TSAP/MIPPA/SMP, Dimmit UMC
- 10/05/2023 – READY/SET/THRIVE, Canadian Senior Citizens

- 10/12/2023 – Panhandle Regional Emergency Management Advisory Committee (PREMAC)
- 10/18/2023 – Region 1 Canadian Upper-Red Flood Planning Group
- 10/24/2023 – Panhandle Water Planning Group Full Committee
- 10/25/2023 – CJAG Bylaws and Operating Procedures Meeting

A. Announcement of tentatively scheduled Planning Commission sponsored regional meetings:

- 10/26/2023 – Transfer on Death Deed, Higgins Community
- 10/30/2023 – Matter of Balance, Perryton Senior Citizens
- 11/01/2023 – READY/SET/THRIVE, Shamrock Booster Club
- 11/09/2023 – Medicare Fraud & Abuse Presentation, Canadian Senior Citizens
- 11/10/2023 – 17th Annual AAA Caregiver Conference
- 11/15/2023 – Texas Panhandle Inspectors Association (TPIA) Meeting
- 11/15/2023 – Groundwater Management Area (GMA) #1 Meeting
- 11/16/2023 – Economic Development Advisory Committee
- 11/28/2023 – Panhandle Regional Emergency Management Advisory Committee (PREMAC)
- 11/28/2023 – Transfer on Death Deed, Oil & Derrick Club - Pampa
- 11/29/2023 – Panhandle Regional Organization to Maximize Public Transportation (PROMPT) Meeting
- 12/06/2023 – Panhandle Workforce Development Board meeting
- 12/07/2023 – Panhandle Workforce Development Board Consortium's Governing Body meeting

18. **ADJOURNMENT**

There being no further business, the meeting was adjourned at 3:01 p.m.

Sheriff Sal Rivera, Chairman
Panhandle Regional Planning Commission
Board of Directors

ATTEST:

Commissioner Pat Sims, Vice Chair
Panhandle Regional Planning Commission
Board of Directors

ITEM 5

Panhandle Regional Planning Commission

Check/Voucher Register

From 10/1/2023 Through 10/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
215331	MAXIMUS	ALZHEIMER'S SPEAKS LLC	11/9-11/11/23 - DEPOSIT CG CONF SPEAKER	2,250.00	10/5/2023
215332	PRPC Building Fund	AMAZON CAPITAL SERVICES	INV #1MHT-J949-3TKG - OFFICE SUPPLIES	418.34	10/5/2023
	PRPC General Fund	AMAZON CAPITAL SERVICES	INV #1NC1-WQL1-TWLN - ANNUAL MTG DECO	562.85	10/5/2023
	PRPC Indirect Costs	AMAZON CAPITAL SERVICES	INV #1XGM-RCGN-MKLR - SURGE PROTECTORS	42.73	10/5/2023
215333	PRPC General Fund	AMARILLO CLUB	TICKET #12700 - 9/28/23 - PRPC ANN MTG BANQUET	8,734.20	10/5/2023
215334	PRPC Building Fund	CITY OF AMARILLO	WATER 8/26-9/25/23 - PRPC	459.09	10/5/2023
	PRPC Building Fund	CITY OF AMARILLO	PRPC/DRIP IRRIGATION - 8/26-9/25/23	205.47	10/5/2023
	PRPC Building Fund	CITY OF AMARILLO	9/29/23 - PRPC/DRAINAGE FEE	10.53	10/5/2023
	PRPC Building Fund	CITY OF AMARILLO	9/29/23 - PRPC/DRAINAGE FEE	10.44	10/5/2023
215335	PRPC Building Fund	ARVERNAS CLEANING SERVICE	INV #007 - PRPC CLEANING SVCS 9/23	1,700.00	10/5/2023
215336	9-1-1 Management Plan	AT&T	CHILDRESS CO ADMIN 9/15-10/14/23	52.08	10/5/2023
215337	9-1-1 Management Plan	AT&T	INTERNET 9/21-10/20/23 - E911 PRPC PAMPA HOST	96.50	10/5/2023
215338	PRPC Indirect Costs	JUDGE SHAWN BALLEW	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	45.75	10/5/2023
215339	PRPC Indirect Costs	MR CLEO CASTRO	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	80.15	10/5/2023
215340	9-1-1 Management Plan	CDW GOVERNMENT	9/15/23 - 19 UPS UNITS & 4 POWER MODULES	145,166.91	10/5/2023
215341	Cost Pool	CUMMINS SOUTHERN PLAINS LLC	INV #82-54363 - 9/20/23 - INSTALL NEW GENERATOR	579.00	10/5/2023
	Cost Pool	CUMMINS SOUTHERN PLAINS LLC	INV #82-54528 - 9/27/23 - GENERATOR FOR MU #2	7,295.00	10/5/2023
215342	Cost Pool	DAVES FRESH CLEANING LLC	INV #1260 - JANITORIAL 9/23 - BORGER WFC	280.00	10/5/2023
215343	PRPC Indirect Costs	MAYOR BUSTER DAVIS	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	118.71	10/5/2023
215344	PRPC Indirect Costs	JUDGE CHRISTY DYER	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	23.92	10/5/2023
215345	Cost Pool	THE ELECTRIC BROOM	INV #105708 - JANITORIAL 9/23 - AMA WFC	1,975.00	10/5/2023
215346	PRPC Building Fund	EVERETTS PLUMBING SUPPLY	INV #176478 - 9/27/23 CEMENT & PRIMER	8.93	10/5/2023
215347	PRPC Indirect Costs	FOUST INC	INV #N18004 - 9/27/23 - BUS CARDS - PETERS	45.00	10/5/2023
215348	CD Project Admin	GENERAL OFFICE SUPPLY INC	INV #295197-00 - 9/15/23 - CONF DESK & DESK SEYMOUR	1,587.46	10/5/2023
215349	PRPC Indirect Costs	JUDGE RONNIE GORDON	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	67.28	10/5/2023
215350	PRPC Indirect Costs	JUDGE JOHN HOWARD	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	76.78	10/5/2023
215351	Homeland Security Grant Program	INSPIRON LOGISTICS LLC	INV #5564 - FY24 PARIS SUBSCRIPTION 10/1/23-9/30/24	16,825.00	10/5/2023
215352	PRPC Indirect Costs	MR DANIEL JACKSON	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	85.74	10/5/2023
215353	PRPC Building Fund	JKB COMPANY	INV #3712 - PRPC BLDG MAINT 10/23 & SPRINKLER PARTS	1,199.93	10/5/2023
	Cost Pool	JKB COMPANY	INV #3716 - MGMT FEE 10/23 - AMA WFC	1,050.00	10/5/2023
215354	PRPC Indirect Costs	JUDGE KIMBERLY JONES	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	151.92	10/5/2023
215355	PRPC Indirect Costs	JUDGE HAROLD KEETER	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	63.64	10/5/2023
215356	PRPC Indirect Costs	MAYOR GREG LEWELLEN	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	91.67	10/5/2023
215357	Communication Towers	LIGHTHOUSE ELECTRIC COOPERATIVE	VALL TOWER - 8/20-9/21/23	76.25	10/5/2023
215358	PRPC Indirect Costs	JUDGE DAN LOOTEN	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	37.91	10/5/2023
215359	9-1-1 Management Plan	MID PLAINS RURAL TELEPHONE	SWISHER NW 10/23	272.68	10/5/2023
215360	PRPC Indirect Costs	PANHANDLE PRESORT SERVICES LTD	INV #507265 - 9/1-9/15/23 MAIL HANDLING	454.77	10/5/2023
215361	Intern. Service - Reception	PATHWAYZ COMMUNICATIONS INC	PRPC LINE CHGS 10/23	800.08	10/5/2023
215362	9-1-1 Management Plan	PLATEAU	NW PARMER - 9/22-10/21/23	39.00	10/5/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 9/22-10/21/23	39.00	10/5/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 9/22-10/21/23	39.00	10/5/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 9/22-10/21/23	31.83	10/5/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 9/22-10/21/23	39.00	10/5/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 9/22-10/21/23	39.00	10/5/2023
215363	PRPC Indirect Costs	MS KAREN L PRICE	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	73.49	10/5/2023
215364	PRPC General Fund	PRINCIPAL LIFE INSURANCE COMPANY	INSURANCE PMT 10/23	5,431.10	10/5/2023

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215365	Intern. Service - Reception	QLVS, INC.	INV #47164 - ZULTYS SW RENEWAL 10/9/23-10/8/24	2,250.00	10/5/2023
215366	PRPC Indirect Costs	SHERIFF SAL RIVERA	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	85.74	10/5/2023
215367	PRPC Indirect Costs	MS YOLANDA ROBLEDO	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	108.43	10/5/2023
215368	Aging - HHSC	VEREANKI ROYNELL ROLAND	CG RESPITE VOUCHER 7/23 - AAA CLIENT	864.00	10/5/2023
215369	Home Sec Conf/E-Waste Recycling	SAM'S CLUB MC/SYNCB	9/19/23 - PREP CONF SUPPLIES & PAPER PLATES	61.74	10/5/2023
	PRPC General Fund	SAM'S CLUB MC/SYNCB	9/20/23 - ANN MTG DECORATIONS	139.98	10/5/2023
	DRC	SAM'S CLUB MC/SYNCB	9/21/23 - DRC MEDIATION & TRNG SUPPLIES	50.84	10/5/2023
	PRPC Indirect Costs	SAM'S CLUB MC/SYNCB	9/9/23 - PAPER TOWELS & PAPER PLATES	143.48	10/5/2023
215370	PRPC Indirect Costs	MAYOR DAN SAMS	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	128.08	10/5/2023
215371	PRPC Indirect Costs	MR WINSTON SAULS	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	65.04	10/5/2023
215372	PRPC Indirect Costs	THE HONORABLE TOBE SHIELDS	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	117.52	10/5/2023
215373	PRPC Indirect Costs	THE HONORABLE PAT SIMS	IRT MILEAGE 9/28/23 - PRPC BOARD MTG	62.92	10/5/2023
215374	Aging - HHSC	SIR SPEEDY OF AMARILLO	INV #154229 - 9/12/23 - BUS CARDS SHARP/CAMPBELL	143.12	10/5/2023
	Home Sec Conf/E-Waste Recycling	SIR SPEEDY OF AMARILLO	INV #154256 - PREP CONFERENCE BANNERS	168.56	10/5/2023
215375	Communication Towers	SOUTH PLAINS ELECTRIC COOPERATIVE	PAR4 TOWER - 8/17-9/17/23	99.38	10/5/2023
215376	Intern. Service - Info Technology	SPLASHTOP INC	INV #stb230915-1 - 10/15/23-10/14/26 SUBSCRIPTION RENEWAL	11,137.50	10/5/2023
215377	TANF/Choices	TOOT'N TOTUM	INV #929 - 9/29/23 - 200 FUEL CARDS	5,000.00	10/5/2023
215378	PRPC Indirect Costs	US POSTAL SERVICE	BRM ANN MAINT & PERMIT FEE 10/19/23-10/19/24	1,220.00	10/5/2023
215379	Various Grants	XCEL ENERGY	ELECTRIC 8/11-9/12/23 - AMA & BOR WFC, PRPC, TOWERS	8,370.31	10/5/2023
215380	9-1-1 Management Plan	XIT COMMUNICATIONS	INV #10183100 - DALLAM/HARTLEY CLEC 10/23	156.00	10/5/2023
215381	American Rescue Plan	STEPHEN C AKEROYD	FY24 - 1ST BI-ANNUAL ACTIVE CVO RETENTION PMT	1,000.00	10/12/2023
215382	Aging - HHSC	AMARILLO CITY TRANSIT	INV #ACT2024-009 - TRANSPORTATION 9/23	7,549.01	10/12/2023
215383	9-1-1 Management Plan	AMA COMMUNICATIONS LLC	TOWER LEASE PMT 10/1-10/31/23	422.96	10/12/2023
215384	American Rescue Plan	CITY OF AMARILLO	UTILITY PMT - AAA CLIENT - INC SUPP 10/23	68.61	10/12/2023
215385	American Rescue Plan	AMARILLO WESLEY COMMUNITY CENTER	TRANSPORTATION - 9/23	1,974.00	10/12/2023
215386	9-1-1 Management Plan	AMERICAN TOWER CORPORATION	TOWER LEASE PMT 10/1/23-9/30/24	7,935.00	10/12/2023
215387	Homeland Security Grant Program	AMARILLO NATIONAL BANK	10/10/23 - REG FEES FOR INC DETERMINATION TRNG	100.00	10/12/2023
	Cost Pool	AMARILLO NATIONAL BANK	10/6/23 - 2023 YTEXAS SUMMIT - EVENT FEE	2,500.00	10/12/2023
	Cost Pool	AMARILLO NATIONAL BANK	8/21-9/20/23 - WASABI.COM CLOUD STORAGE	6.60	10/12/2023
	Intern. Service - Personnel	AMARILLO NATIONAL BANK	9/12/23 - BACKGROUND CHECK - NEW EMPLOYEE	76.95	10/12/2023
	Rural Transportation Assistance Program	AMARILLO NATIONAL BANK	9/14/23 - PROMPT MTG SUPPLIES	72.98	10/12/2023
	Intern. Service - Personnel	AMARILLO NATIONAL BANK	9/15/23 - BACKGROUND CHECK - NEW EMPLOYEE	76.95	10/12/2023
	CD Project Admin	AMARILLO NATIONAL BANK	9/17/23 - INV #83661039 - COMM & EDEV PROG SPEC JOB AD	360.00	10/12/2023
	Cost Pool	AMARILLO NATIONAL BANK	9/17/23 - INV #83661039 - WFD FISCAL ADMIN JOB AD/INDEED	144.00	10/12/2023
	Cost Pool	AMARILLO NATIONAL BANK	9/18-10/17/23 - TIME TRAK GO - 128 USERS	384.00	10/12/2023
	Home Sec Conf/E-Waste Recycling	AMARILLO NATIONAL BANK	9/20-9/22/23 - PREP CONF SPEAKERS LODGING, PARKING, FOOD	729.59	10/12/2023
	CD Project Admin	AMARILLO NATIONAL BANK	9/21/23 - RIA MTG SUPPLIES	88.98	10/12/2023
	CD Project Admin	AMARILLO NATIONAL BANK	9/21/23 - SGR JOB AD POSTING FOR DUMAS EDC EXEC.	375.00	10/12/2023
	Transportation - RIA	AMARILLO NATIONAL BANK	9/22/23-9/22/24 - WIX WEBSITE SUBSCRIPTION FOR RIA	384.00	10/12/2023
	CD Project Admin	AMARILLO NATIONAL BANK	9/25/23-9/24/24 - ONERIDENOW.ORG DOMAIN RENEWAL	23.17	10/12/2023
	Intern. Service - Personnel	AMARILLO NATIONAL BANK	9/27/23 - BACKGROUND CHECK - NEW EMPLOYEE	76.95	10/12/2023
	9-1-1 Management Plan	AMARILLO NATIONAL BANK	9/30/23 - INV #83993884 - 9-1-1 PROG SPEC JOB AD/INDEED	60.00	10/12/2023
	CD Project Admin	AMARILLO NATIONAL BANK	9/30/23 - INV #83993884 - EDEV PROG SPEC & DUMAS JOB AD	342.00	10/12/2023
	Homeland Security Grant Program	AMARILLO NATIONAL BANK	9/5-9/7/23 - AUSTIN/TARC - HOTEL/GUNN	369.72	10/12/2023
	CD Project Admin	AMARILLO NATIONAL BANK	9/5-9/8/23 - AUSTIN/TARC - HOTEL/GUERRERO	554.58	10/12/2023
	Cost Pool	AMARILLO NATIONAL BANK	INV #83439117 - 9/5/23 WFD FISCAL ADMIN ASST JOB AD/INDEED	504.00	10/12/2023

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	Intern. Service - Accounting	AMARILLO NATIONAL BANK	ORT 9/5-9/6/23 - AUSTIN/TARC - TAYLOR	256.19	10/12/2023
215388	PRPC General Fund	ASSURED BENEFITS ADMINISTRATORS	DEBIT CARD FEES - 10/23	99.00	10/12/2023
215389	9-1-1 Management Plan	CHARLES L BOEDEKER	TOWER LEASE PMT 10/1-10/31/23	661.25	10/12/2023
215390	9-1-1 Management Plan	EMMA F BOWERS	TOWER LEASE PMT 10/1/23-9/30/24	2,875.00	10/12/2023
215391	9-1-1 Management Plan	CAPROCK COMMUNITY TRANSLATOR INC	TOWER LEASE PMT 10/1/23-9/30/24	9,125.25	10/12/2023
215392	9-1-1 Management Plan	CCATT LLC	TOWER LEASE PMT 10/1-10/31/23	3,056.51	10/12/2023
215393	9-1-1 Management Plan	DEPT OF INFORMATION RESOURCES	INV #23070362N - DIR NW COST 7/23 - 9-1-1	37,288.11	10/12/2023
215394	PRPC Building Fund	EMR ELEVATOR	INV #SIN231921 - 10/1/23-9/30/24 ELEVATOR MAINT	2,619.00	10/12/2023
215395	Panhandle Electronic Warrant System	eSIGN GENIE	INV #ESIGN1331 - ESIGN RENEWAL 10/17/23-10/17/24	6,250.00	10/12/2023
215396	9-1-1 Management Plan	JIM FISCHBACHER	TOWER LEASE PMT 10/1-10/31/23	123.60	10/12/2023
215397	9-1-1 Management Plan	GATEHOUSE MEDIA TEXAS HOLDINGS II INC	LN 9/21-9/28/23 - RFQ FOR PSAP CPE	350.00	10/12/2023
	CD Project Admin	GATEHOUSE MEDIA TEXAS HOLDINGS II INC	LN 9/22/23 - RFQ FOR GMA#1	990.00	10/12/2023
215398	Cost Pool	THE GROUNDS GUYS OF AMARILLO	#INV-5710 - BI-WEEKLY SVCS 9/23 - AMA WFC	1,085.55	10/12/2023
215399	9-1-1 Management Plan	INSITE TOWERS LLC	TOWER LEASE PMT 10/1-10/31/23 - MEMPHIS/SILVERTON 2	935.00	10/12/2023
215400	9-1-1 Management Plan	AMANDA JONES	TR ADV 10/14-10/18/23 - DENTON/TX APCO FALL SYMPOSIUM	150.00	10/12/2023
215401	9-1-1 Management Plan	SINCLAIR BROADCAST GROUP	TOWER LEASE PMT 10/1-10/31/23	431.25	10/12/2023
215402	9-1-1 Management Plan	LANGUAGE LINE SERVICES	INV #11119414 - LANG LINE SVCS 9/23 - 9-1-1	232.58	10/12/2023
215403	PRPC General Fund	LIFE INSURANCE CO OF N AMERICA	BILLING REF #207624_100123 - SURV INS 10/23	340.20	10/12/2023
215404	American Rescue Plan	CRISS MURDOCH	FY23 - ONE-TIME NEW CVO RETENTION PAYMENT	500.00	10/12/2023
215405	Child Care CCF	CHRISTINE H NGUYEN CPA	INV #1729 - 7/30-8/3/23 FISCAL MONITORING - FINAL PMT	878.18	10/12/2023
215406	Communication Towers	NORTH PLAINS ELECTRIC COOP	INV #3829 - OCHL & LIPN TOWERS - 9/1-10/1/23	148.71	10/12/2023
215407	9-1-1 Management Plan	JACK OATES	GROUND LEASE PMT 10/1/23-9/30/24	2,700.00	10/12/2023
215408	PRPC Indirect Costs	ODP BUSINESS SOLUTIONS LLC	INV #329788951001 - 333276924001 - OFFICE SUPPLIES	522.08	10/12/2023
215409	Homeland Security Grant Program	OMEGA ELECTRONICS	INV #200001957-200001962 - SVCE CALLS 8/29-9/28/23	4,039.97	10/12/2023
215410	Cost Pool	PATHWAYZ COMMUNICATIONS INC	LINE CHGS 10/23 & LONG DIST 9/23 - AMA WFC	2,512.54	10/12/2023
215411	9-1-1 Management Plan	PHILLIPS GENERATOR SERVICES LLC	INV #1813 - 11/22/22 - SEMI-ANNUAL GENERATOR INSPECTION	175.00	10/12/2023
	9-1-1 Management Plan	PHILLIPS GENERATOR SERVICES LLC	INV #2089 - 6/6/23 FULL SVCE INSP, SEMI ANN INSP, LOAD TEST	1,269.00	10/12/2023
215412	CD Project Admin	PLAINVIEW DAILY HERALD	INV #810000973 & 810001361 - LN 8/17 & 8/24/23 IFB TIMBERCREEK	432.00	10/12/2023
215413	9-1-1 Management Plan	LINDA POTTER	TOWER LEASE PMT 10/1/23-9/30/24	7,935.00	10/12/2023
215414	9-1-1 Management Plan	PTI US TOWERS II LLC	TOWER LEASE PMT 10/1-10/31/23	1,228.34	10/12/2023
215415	Communication Towers	RITA BLANCA ELECTRIC COOP INC	DALN TOWER - 8/31-9/30/23	46.77	10/12/2023
215416	Aging - HHSC	SENIOR AMBASSADORS COALITION	10/12/23 - SAC SR FALL FESTIVAL - SPONSORSHIP BOOTHS	950.00	10/12/2023
215417	9-1-1 Management Plan	SAND HILLS TOWER COMPANY	INV #2196 - TOWER LEASE PMT 10/1/23-9/30/24	5,127.85	10/12/2023
215418	9-1-1 Management Plan	SUBCARRIER COMMUNICATIONS INC	TOWER LEASE PMT 10/1/23-9/30/24	9,301.02	10/12/2023
215419	Communication Towers	SOUTHWESTERN ELECTRIC POWER	DONL TOWER 9/1-10/2/23	123.64	10/12/2023
215420	PRPC General Fund	TEXAS MUNICIPAL LEAGUE	MEMBERSHIP DUES 11/1/23-10/31/24	425.00	10/12/2023
215421	9-1-1 Management Plan	TURKEY-QUITAQUE ISD	GROUND LEASE PMT 10/1/23-9/30/24	200.00	10/12/2023
215422	Intern. Service - Copy	UCI DOCUMENTS	INV #35008879 - COPIER LEASE 10/23 - 2ND FLOOR KYOCERA	256.28	10/12/2023
215423	American Rescue Plan	ROSS WELLESLEY	FY24 - 1ST BI-ANNUAL ACTIVE CVO RETENTION PMT	1,000.00	10/12/2023
215424	9-1-1 Management Plan	WEST TEXAS RURAL TELEPHONE COOP	INV #2166S111401.079 - NW PARMER 10/23	78.00	10/12/2023
215425	9-1-1 Management Plan	WT SERVICES INC	INV #7809S111401.079 - NW PARMER 10/23	156.00	10/12/2023
215426	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 10/23	147.48	10/12/2023
215427	CJD LEA	AMARILLO COLLEGE - LEA	BILL NO: 3503 & 3504 - IN-SERVICE TRNG 8/23	16,378.97	10/19/2023
	JAG GAP Training	AMARILLO COLLEGE - LEA	BILL NO: 3518 - JAG TRAINING 9/23	10,420.00	10/19/2023
215428	Aging - HHSC	ACTS COMMUNITY CENTER	CONGREGATE MEALS - 9/23	10,216.96	10/19/2023
215429	Aging - HHSC	STEPHEN C AKEROYD	IRT MILEAGE 9/23 - OMB VISITS	52.05	10/19/2023

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215430	PRPC Indirect Costs	AMAZON CAPITAL SERVICES	CM #1WJ7-D13C-KLGT - 9/28/23 RETURN OF ANN MTG SUPPLIES	(21.32)	10/19/2023
	9-1-1 Management Plan	AMAZON CAPITAL SERVICES	CM #1YWM-X743-4YWK - 10/11/23 - RETURN OF PSAP SUPPLIES	(6.99)	10/19/2023
	Intern. Service - Info Technology	AMAZON CAPITAL SERVICES	INV #16VF-VY69-4PQH - 10/10/23 - 2 HARD DRIVES - IT	113.62	10/19/2023
	9-1-1 Management Plan	AMAZON CAPITAL SERVICES	INV #19LR-JNJQ-TDQG - 10/11/23 - WALL PLATE - PSAP SUPPLIES	10.99	10/19/2023
	9-1-1 Management Plan	AMAZON CAPITAL SERVICES	INV #1DJM-NXC4-CGLH - 10/2/23 - 3 UPS BATTERIES - PSAP SUPPL	172.08	10/19/2023
	9-1-1 Management Plan	AMAZON CAPITAL SERVICES	INV #1WN4-74F7-QQW - 10/9/23 - BRACKET & WALL PLATE - PSAP	15.48	10/19/2023
215431	PRPC Indirect Costs	CITY OF AMARILLO	9/28/23 - REFUND OF PRPC ANN MTG PMT	54.00	10/19/2023
215432	Aging - HHSC	AMARILLO WESLEY COMMUNITY CENTER	CONGREGATE MEALS - 9/23	3,188.43	10/19/2023
215433	Aging - HHSC	AMARILLO WESLEY COMMUNITY CENTER	CONGREGATE MEALS 9/23 - SOUTH CAMPUS	397.65	10/19/2023
215434	SNAP E&T	ATMOS ENERGY	UTILITY PMT 7/11-9/8/23 - WF CLIENT	62.20	10/19/2023
215435	9-1-1 Management Plan	AT&T	E911 PRPC 10/5-11/4/23 - INTERNET	1,478.84	10/19/2023
215436	9-1-1 Management Plan	AT&T MOBILITY	TOWER LEASE PMT 10/1/23-9/30/24	5,265.77	10/19/2023
215437	9-1-1 Management Plan	BOOKER EQUITY	TOWER LEASE PMT 10/1/23-9/30/24	1,749.58	10/19/2023
215438	Homeland Security Grant Program	MR KYLE BRACK	IRT MILEAGE 10/12/23 - PREMAC MTG	37.91	10/19/2023
215439	Homeland Security Grant Program	MR TOMMY BROOKS	IRT MILEAGE 10/12/23 - PREMAC MTG	62.92	10/19/2023
215440	PRPC Indirect Costs	CITY OF CANYON	9/28/23 - REFUND PRPC ANN MTG	81.00	10/19/2023
215441	Intern. Service - Copy	CANON FINANCIAL SERVICES INC	INV #31405506 - COPIER LEASE 10/23 - FLOOR 1 & 3	428.92	10/19/2023
215442	9-1-1 Management Plan	CDW GOVERNMENT	INV #MM63031, MM48455, MM48475 - 4 BACK-UP POWER UNITS	28,000.52	10/19/2023
215443	Aging - HHSC	COLLINGSWORTH COUNTY HDM	REIMBURSEMENT 9/23 - CM & HDM	6,928.25	10/19/2023
215444	Homeland Security Grant Program	KEN DAUGHTRY	IRT MILEAGE 10/12/23 - PREMAC MTG	128.08	10/19/2023
215445	Aging - HHSC	DONLEY CO SR CITIZENS ASSN	REIMBURSEMENT 9/23 - CM & HDM	7,236.16	10/19/2023
215446	Homeland Security Grant Program	MR PAUL DUTCHER	IRT MILEAGE 10/12/23 - PREMAC MTG	150.91	10/19/2023
215447	Child Care CCF	EAN SERVICES LLC	RA #776613240 - 10/2-10/4/23 - AUSTIN/CCQ PLNG MTG	113.88	10/19/2023
215448	Cost Pool	EDDY STREET LP	RENT 11/23 - EDDY STREET	21,390.91	10/19/2023
215449	Cost Pool	ED TURNER PROPERTY MANAGEMENT	RENT 11/23 - BORGER WFC	950.00	10/19/2023
215450	PRPC General Fund	ELITE ENGRAVING	INV #959783 - 9/28/23 - ANN MTG AWARDS	786.00	10/19/2023
215451	PRPC Indirect Costs	CITY OF FRIONA	9/28/23 - REFUND PRPC ANN MTG	27.00	10/19/2023
215452	Homeland Security Grant Program	MR STEVE FUSTON	IRT MILEAGE 10/12/23 - PREMAC MTG	62.92	10/19/2023
215453	Aging - HHSC	HALL COUNTY HOME DELIVERY MEALS	HOME DELIVERED MEALS - 9/23	2,426.67	10/19/2023
215454	Aging - HHSC	HEDLEY SR CITIZENS ASSN	REIMBURSEMENT 9/23 - CM & HDM	959.74	10/19/2023
215455	Aging - HHSC	HEROES HOME CARE	REIMBURSEMENT 9/23 - PERSONAL CARE	387.00	10/19/2023
215456	Aging - HHSC	HEREFORD SR CITIZENS ASSN	REIMBURSEMENT 9/23 - CM & HDM	15,637.00	10/19/2023
215457	Aging - HHSC	HIGH PLAINS SENIOR CARE INC	INV #2610 - CG IN HOME RESPITE 9/23	216.00	10/19/2023
215458	PRPC Indirect Costs	J FRED STUDIOS	INV #1023742 - FY23 ANN REPORT SUPPORT	2,500.00	10/19/2023
215459	Homeland Security Grant Program	JUDGE KIMBERLY JONES	IRT MILEAGE 10/12/23 - PREMAC MTG	151.92	10/19/2023
215460	Aging - HHSC	SHELIA LLEWELLYN	CG RESPITE VOUCHER 9/23 - AAA CLIENT	100.00	10/19/2023
215461	PRPC Building Fund	MAYFIELD PAPER COMPANY	INV #3330353 - 10/5/23 MFOLD TOWELS, TISSUE, CAN LINERS	350.40	10/19/2023
215462	Aging - HHSC	MOORE CO SENIOR CENTER INC	CONGREGATE MEALS - 9/23	6,721.92	10/19/2023
215463	PRPC Indirect Costs	NOBOX CREATIVE LLC	INV #8864 - 9/28/23 ANN MTG PROGRAMS	323.00	10/19/2023
215464	Aging - HHSC	NURSES UNLIMITED INC	CG IN HOME RESPITE - 9/23	621.00	10/19/2023
	Aging - HHSC	NURSES UNLIMITED INC	REIMBURSEMENT 9/23 - PERSONAL CARE	54.00	10/19/2023
215465	PRPC Indirect Costs	ODP BUSINESS SOLUTIONS LLC	INV #332847937001 - 9/26/23 - SUPPLIES	643.29	10/19/2023
215466	Aging - HHSC	OPPORTUNITIES INC	REIMBURSEMENT 9/23 - CM & HDM	4,744.19	10/19/2023
215467	PRPC Indirect Costs	PANHANDLE PRESORT SERVICES LTD	INV #507456 - 9/16-9/30/23 MAIL HANDLING	1,037.85	10/19/2023
215468	Homeland Security Grant Program	MR B J POTTS	IRT MILEAGE 10/12/23 - PREMAC MTG	63.64	10/19/2023
215469	Homeland Security Grant Program	MR DAN REESE	IRT MILEAGE 10/12/23 - PREMAC MTG	23.92	10/19/2023

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215470	Homeland Security Grant Program	MR JoDEE ROBISON	IRT MILEAGE 10/12/23 - PREMAC MTG	99.46	10/19/2023
215471	Intern. Service - Info Technology	RX TECHNOLOGY	INV #107113 - 7/20/23-7/19/24 ONLINE PROTECTION, TEAMS &	1,591.69	10/19/2023
215472	PRPC General Fund	SCOTT'S FLOWERS	INV #067792 - 10/10/23 - GAYTAN/SYMPATHY	72.50	10/19/2023
215473	Aging - HHSC	SHAMROCK MEALS ON WHEELS INC	HOME DELIVERED MEALS - 9/23	1,215.99	10/19/2023
215474	Aging - HHSC	SWISHER CO SR CITIZENS ASSN	REIMBURSEMENT 9/23 - CM & HDM	9,160.49	10/19/2023
215475	9-1-1 Management Plan	SYNTRIO	INV #10008631 - CHILDRESS NW 10/23	156.00	10/19/2023
215476	PRPC Indirect Costs	TARC	INV #23SM-017 - 9/5-9/8/23 TARC TRNG REG FEES	2,500.00	10/19/2023
215477	PRPC General Fund	TERRYBERRY	INV #P51209, P51210, P52929, P53878, P53879 - FY23 EE AWARDS	2,357.15	10/19/2023
215478	PRPC Indirect Costs	TML - IRP	FY24 INSURANCE PAYMENT	70,387.87	10/19/2023
215479	Aging - HHSC	TRANSFORMATION PARK	REIMBURSEMENT 9/23 - CM & HDM	38,040.93	10/19/2023
215480	Aging - HHSC	TRI COUNTY MEALS	HOME DELIVERED MEALS - 9/23	3,533.20	10/19/2023
215481	Aging - HHSC	VISITING ANGELS	CG IN HOME RESPITE - 9/23	3,321.00	10/19/2023
	Aging - HHSC	VISITING ANGELS	REIMBURSEMENT 9/23 - HOMEMAKER & PERSONAL CARE	1,138.50	10/19/2023
215482	Intern. Service - Automobile	WEX BANK	VEHICLE FUEL 9/15-10/12/23 - PRPC, MU #2, PANCOM	1,071.60	10/19/2023
215483	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HUTCHINSON 10/7-11/6/23	104.38	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	SWISHER 10/4-11/3/23	134.78	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	LIPSCOMB 10/7-11/6/23	387.07	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	PARMER 10/7-11/6/23	199.26	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	DALLAM 10/7-11/6/23	359.77	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	ARMSTRONG 10/7-11/6/23	144.81	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HALL 10/7-11/6/23	47.56	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	OLDHAM 10/7-11/6/23	51.67	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	SHERMAN 10/7-11/6/23	52.22	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	OCHILTREE 10/7-11/6/23	103.23	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	COLLINGSWORTH 10/7-11/6/23	267.60	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	CASTRO 10/7-11/6/23	153.82	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HANSFORD 11/7-12/6/23	51.33	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	WHEELER 10/7-11/6/23	144.72	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	DONLEY 10/10-11/9/23	49.00	10/19/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	MOORE 10/7-11/6/23	55.83	10/19/2023
215484	PRPC Indirect Costs	WRIGHT WILMARTH BYRD PLLC	INV #9958 - LEGAL SVCS 9/23 GEN EMPLOYMENT MATTERS	1,125.00	10/19/2023
215485	SNAP E&T	XCEL ENERGY	UTILITY PMT 8/17-9/19/23 - WF CLIENT	310.00	10/19/2023
215486	9-1-1 Management Plan	4IMPRINT INC	INV #11642743 PUBIC ED ITEMS	1,383.12	10/26/2023
215487	PRPC General Fund	AFLAC	INV #579485 EMPLOYEE DEDUCTS 10/23	155.87	10/26/2023
215488	Aging - HHSC	ALZHEIMER'S SPEAKS LLC	CG CONFERENCE BOOKS	1,028.09	10/26/2023
215489	American Rescue Plan	CITY OF AMARILLO	UTILITY PMT - AAA CLIENT - INC SUPP 10/23	71.88	10/26/2023
215490	PRPC Building Fund	ARVERNAS CLEANING SERVICE	INV #007 CLEANING SVCS PRPC OCTOBER 2023	1,700.00	10/26/2023
215491	WIA Dislocated Worker	ATMOS ENERGY	UTILITY PMT 8/24-9/25/23 - WF CLIENT	48.15	10/26/2023
215492	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 10/23	61.19	10/26/2023
215493	PRPC Building Fund	ATMOS ENERGY	PRPC 9/15-10/13/23	108.24	10/26/2023
215494	Cost Pool	CITY OF BORGER	BORGER 9/12-10/12/23	93.95	10/26/2023
215495	Aging - HHSC	CAPROCK NURSING AND REHABILITATION	CG RESPITE VOUCHER 7/23 - AAA CLIENT	861.00	10/26/2023
215496	American Rescue Plan	BRIAN CORDERO	CG RESPITE VOUCHER 10/23 - AAA CLIENT	300.00	10/26/2023
215497	9-1-1 Management Plan	DEPT OF INFORMATION RESOURCES	INV #23080362N DIR NETWORK COST 8/23	37,135.85	10/26/2023
215498	Economic Dev Administration	THE HIGH GROUND OF TEXAS	2023 HIGH GROUND ANN MTG REF FEE - PAIGE GOODELL	200.00	10/26/2023
	Economic Dev Administration	THE HIGH GROUND OF TEXAS	FY 2024 MEMBERSHIP DUES	3,000.00	10/26/2023

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215499	PRPC Building Fund	ORKIN INC	INV #250834390 - PEST CONTROL OCTOBER 2023	110.99	10/26/2023
215500	Intern. Service - Automobile	ROGERS CAR CARE	INV #17238 - CAR #1 DETAIL, OIL CHANGE 10/17/23	91.50	10/26/2023
	Intern. Service - Automobile	ROGERS CAR CARE	INV #17250 - CAR #3 OIL CHANGE 10/20/23	48.99	10/26/2023
215501	CD Project Admin	SELL GRIFFIN MCLAIN PC	INV #42397 - LEGAL SVCS 06/23-7/23 FTA RIDESHARE VOUCHER	1,909.00	10/26/2023
	CD Project Admin	SELL GRIFFIN MCLAIN PC	INV #42688 - LEGAL SVCS 8/23 FTA RIDESHARE VOUCHER PROG	35.00	10/26/2023
	CD Project Admin	SELL GRIFFIN MCLAIN PC	INV #42987 - LEGAL SVCS 9/23 FTA RIDESHARE VOUCHER PROG	201.00	10/26/2023
215502	Aging - HHSC	SIR SPEEDY OF AMARILLO	INV #154518 - CG NEWSLETTERS - OCT 2023	136.17	10/26/2023
215503	WIA Adult	STACY'S UNIFORMS	TOOLS, UNIFORMS, WORK RELATED ITEMS	1,210.00	10/26/2023
215504	PRPC Building Fund	TRANE US INC	INV #314025828 - REPLACE HIGH PRESSURE SWITCH	1,286.00	10/26/2023
215505	Cost Pool	VERIZON WIRELESS	INV #9946461829 INTERNET/CELL PHONE CHARGE 10/11/23-	630.25	10/26/2023
215506	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	CARSON 10/13/23-11/12/23	440.67	10/26/2023
215507	Cost Pool	WP ENGINE INC	INV #06064044 - WEBSITE HOSTING PLATFORM AMA WFC	13,248.00	10/26/2023
215508	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 10/23	193.18	10/26/2023
215509	WIA Dislocated Worker	XCEL ENERGY	UTILITY PMT 8/28-9/28/23 - WF CLIENT	210.05	10/26/2023
215510	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 10/23	563.47	10/26/2023
31254	PRPC General Fund	LORI GUNN	ORT 9/5-9/7/23 - AUSTIN/TARC	106.27	10/5/2023
31255	9-1-1 Management Plan	JOHN SCHAUMBURG	IRT MILEAGE 9/25/23 - HEREFORD PD - PSAP MAINT	58.10	10/5/2023
31256	PRPC General Fund	JOHN SCHAUMBURG	ORT 9/5-9/7/23 - AUSTIN/TARC	748.52	10/5/2023
31257	PRPC General Fund	MELISSA TYE WHITAKER	9/23-9/26/23 - REIMB FOR ANN MTG SPEAKER GIFT ITEMS	107.70	10/5/2023
31258	Communication Towers	WILLIAM S BROWN	9/28/23 - DISPOSAL OF DEBRIS FROM TOWER SITE BOWR	19.36	10/12/2023
31259	Communication Towers	WILLIAM S BROWN	10/6/23 - STATE INSPECTION FEE FOR REGISTR. OF PC UNIT	7.50	10/12/2023
31260	Intern. Service - Accounting	MARY JULIA LYLES	INV #1009 - FINANCE TRNG HRS - 9/23	62.50	10/12/2023
31261	PRPC General Fund	DAPHNE MORCOM	ORT 9/5-9/6/23 - AUSTIN/TARC	291.43	10/12/2023
31262	PRPC General Fund	MICHAEL PETERS	ORT 9/5-9/8/23 - AUSTIN/TARC	761.88	10/12/2023
31263	9-1-1 Management Plan	JOHN SCHAUMBURG	IRT MILEAGE 10/3/23 - HEREFORD PD	62.42	10/12/2023
31264	9-1-1 Management Plan	JOHN SCHAUMBURG	10/3/23 - SURGE PROTECTOR - HEREFORD PD	28.99	10/12/2023
31265	PRPC General Fund	GRACIELA ARAGON	ORT 10/2-10/4/23 - AUSTIN/CCQ MTG	600.28	10/19/2023
31266	Homeland Security Grant Program	DELANEY PRUETT	IRT MILEAGE 10/16/23 - LIPSCOMB - PARIS MTG	167.73	10/19/2023
31267	PRPC General Fund	HEATHER REID	ORT 10/2-10/4/23 - AUSTIN/CCQ MTG	644.46	10/19/2023
31268	PRPC General Fund	MARIN RIVAS	ORT 10/5-10/6/23 - IRVING/YTEXAS SUMMIT	294.99	10/19/2023
82600	Child Care CCF	CHILDREN'S LEARNING CENTER OF AMARILLO	CHILD CARE SERVICES PROVIDED (297181)	3,417.64	10/12/2023
82601	Child Care CCF	AMARILLO SW MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (297181)	2,732.95	10/12/2023
82602	Child Care CCF	TAMME PINKERT	CHILD CARE SERVICES PROVIDED (297181)	9,003.16	10/12/2023
82603	Child Care CCF	CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (297181)	6,784.26	10/12/2023
82604	Child Care CCF	ST. MATTHEW'S EPISCOPAL D.S.	CHILD CARE SERVICES PROVIDED (297181)	2,619.16	10/12/2023
82605	Child Care CCF	RACHEL'S LITTLE HOUSE INC	CHILD CARE SERVICES PROVIDED (297181)	3,070.30	10/12/2023
82606	Child Care CCF	FIRST BAPTIST DIMMITT PRESCHOOL & DAYCARE	CHILD CARE SERVICES PROVIDED (297181)	345.80	10/12/2023
82607	Child Care CCF	DAWN TRUJILLO	CHILD CARE SERVICES PROVIDED (297181)	190.67	10/12/2023
82608	Child Care CCF	MARIA FLORES	CHILD CARE SERVICES PROVIDED (297181)	1,553.19	10/12/2023
82609	Child Care CCF	KRISTENS DAYCARE	CHILD CARE SERVICES PROVIDED (297181)	630.23	10/12/2023
82610	Child Care CCF	AMARILLO WESLEY COMMUNITY CENTER INC	CHILD CARE SERVICES PROVIDED (297181)	9,465.54	10/12/2023
82611	Child Care CCF	ELENA MCGLAUN	CHILD CARE SERVICES PROVIDED (297181)	24,279.10	10/12/2023
82612	Child Care CCF	EMMA CANTU DBA ABC LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	7,161.09	10/12/2023
82613	Child Care CCF	COMMUNITY DAY CARE CENTER INC.	CHILD CARE SERVICES PROVIDED (297181)	10,532.63	10/12/2023
82614	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (297181)	261.87	10/12/2023
82615	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE	CHILD CARE SERVICES PROVIDED (297181)	2,387.03	10/12/2023

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82616	Child Care CCF	PANHANDLE MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (297181)	1,471.02	10/12/2023
82617	Child Care CCF	HEREFORD LATCHKEY 1NW	CHILD CARE SERVICES PROVIDED (297181)	3,122.40	10/12/2023
82618	Child Care CCF	AMARILLO COLLEGE MEDIPARK CAMPUS	CHILD CARE SERVICES PROVIDED (297181)	4,870.32	10/12/2023
82619	Child Care CCF	LITTLE LYNX DAY CARE	CHILD CARE SERVICES PROVIDED (297181)	510.57	10/12/2023
82620	Child Care CCF	SHAKERA MARIE JOHNSON	CHILD CARE SERVICES PROVIDED (297181)	1,362.56	10/12/2023
82621	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (297181)	9,181.46	10/12/2023
82622	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (297181)	9,742.66	10/12/2023
82623	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (297181)	3,381.65	10/12/2023
82624	Child Care CCF	KAREN SMITH	CHILD CARE SERVICES PROVIDED (297181)	307.10	10/12/2023
82625	Child Care CCF	LATUNYA MARIE JILES-FORD	CHILD CARE SERVICES PROVIDED (297181)	678.72	10/12/2023
82626	Child Care CCF	PAULA COOK	CHILD CARE SERVICES PROVIDED (297181)	918.70	10/12/2023
82627	Child Care CCF	MAMMYS DAYCARE	CHILD CARE SERVICES PROVIDED (297181)	4,123.57	10/12/2023
82628	Child Care CCF	TEXAS KINDER PREP-RIDGECREST CIRCLE	CHILD CARE SERVICES PROVIDED (297181)	2,658.16	10/12/2023
82629	Child Care CCF	WEE CARE CHILD CENTER INC.	CHILD CARE SERVICES PROVIDED (297181)	538.15	10/12/2023
82630	Child Care CCF	RANGER ROUNDUP LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	4,268.80	10/12/2023
82631	Child Care CCP	KS HOME DAYCARE	CHILD CARE SERVICES PROVIDED (297181)	200.00	10/12/2023
82632	Child Care CCF	TEXAS PREMIER CHILDCARE	CHILD CARE SERVICES PROVIDED (297181)	7,724.52	10/12/2023
82633	Child Care CCF	EMMA CANTU DBA ABC LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	9,668.83	10/12/2023
82634	Child Care CCF	STEPPING STONES LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	4,509.11	10/12/2023
82635	Child Care CCF	MCKENZIE EUDY	CHILD CARE SERVICES PROVIDED (297181)	701.17	10/12/2023
82636	Child Care CCF	K4B LEARNING DEPOT 6, LLC	CHILD CARE SERVICES PROVIDED (297181)	6,303.71	10/12/2023
82637	Child Care CCF	BUTTERCUP HOUSE INC	CHILD CARE SERVICES PROVIDED (297181)	1,418.50	10/12/2023
82638	Child Care CCF	CHARBRA WILLIAMS	CHILD CARE SERVICES PROVIDED (297181)	532.93	10/12/2023
82639	Child Care CCF	CHRISTIAN PRESCHOOL CENTERS INC	CHILD CARE SERVICES PROVIDED (297181)	15,177.30	10/12/2023
82640	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CENTER INC	CHILD CARE SERVICES PROVIDED (297181)	7,317.69	10/12/2023
82641	Child Care CCF	KELSEY FOSTER	CHILD CARE SERVICES PROVIDED (297181)	3,345.87	10/12/2023
82642	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (297181)	11,079.37	10/12/2023
82643	Child Care CCF	LITTLE BLESSINGS PRESCHOOL	CHILD CARE SERVICES PROVIDED (297181)	828.57	10/12/2023
82644	Child Care CCF	THE COLONY CHRISTIAN CHILD DEV CENTER	CHILD CARE SERVICES PROVIDED (297181)	5,362.73	10/12/2023
82645	Child Care CCF	ELE ACADEMICS LLC	CHILD CARE SERVICES PROVIDED (297181)	266.67	10/12/2023
82646	Child Care CCF	OMAR MENDOZA	CHILD CARE SERVICES PROVIDED (297181)	1,353.16	10/12/2023
82647	Child Care CCF	STORYLAND PRESCHOOL & CHILD CARE CTR	CHILD CARE SERVICES PROVIDED (297181)	4,692.03	10/12/2023
82648	Child Care CCF	KAITLIN IVIE	CHILD CARE SERVICES PROVIDED (297181)	2,078.39	10/12/2023
82649	Child Care CCF	DABAREH JOHNSON	CHILD CARE SERVICES PROVIDED (297181)	700.00	10/12/2023
82650	Child Care CCF	LANE DAY SCHOOL LLC	CHILD CARE SERVICES PROVIDED (297181)	524.97	10/12/2023
82651	Child Care CCF	LIL COLTS CHILDCARE	CHILD CARE SERVICES PROVIDED (297181)	209.82	10/12/2023
82652	Child Care CCF	BRIGHT MINDS ACADEMY LLC	CHILD CARE SERVICES PROVIDED (297181)	1,324.13	10/12/2023
82653	Child Care CCF	CREATIVE LEARNING TREE 2	CHILD CARE SERVICES PROVIDED (297181)	2,715.46	10/12/2023
82654	Child Care CCF	SHAYLEE CONNELLY	CHILD CARE SERVICES PROVIDED (297181)	287.80	10/12/2023
82655	Child Care CCF	STEAMBOAT STATION	CHILD CARE SERVICES PROVIDED (297181)	8,923.47	10/12/2023
82656	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE II	CHILD CARE SERVICES PROVIDED (297181)	500.67	10/12/2023
82657	Child Care CCF	MARTIAL ARTS ATHLETIC CENTER NORTH	CHILD CARE SERVICES PROVIDED (297181)	7,563.89	10/12/2023
82658	Child Care CCF	SEEDS OF WISDOM CHRISTIAN FAMILY CHILDCARE	CHILD CARE SERVICES PROVIDED (297181)	255.05	10/12/2023
82659	Child Care CCF	HEARTS AND HANDS	CHILD CARE SERVICES PROVIDED (297181)	738.29	10/12/2023
82660	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (297181)	9,322.32	10/12/2023
82661	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (297181)	5,409.75	10/12/2023
82662	Child Care CCF	LITTLE TROOPERS LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	1,714.44	10/12/2023

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82663	Child Care CCF	GRAY COUNTY LATCHKEY INC	CHILD CARE SERVICES PROVIDED (297181)	411.75	10/12/2023
82664	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (297181)	4,217.78	10/12/2023
82665	Child Care CCF	DUMAS DISCOVERY CENTER INC.	CHILD CARE SERVICES PROVIDED (297181)	4,091.02	10/12/2023
82666	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	4,981.94	10/12/2023
82667	Child Care CCF	POLK STREET UNITED METHODIST CHURCH, INC.	CHILD CARE SERVICES PROVIDED (297181)	1,592.27	10/12/2023
82668	Child Care CCF	HEREFORD DCC RUTH WARNER MEM	CHILD CARE SERVICES PROVIDED (297181)	941.69	10/12/2023
82669	Child Care CCF	STRATFORD AREA YOUTH CARE AGENCY, INC.	CHILD CARE SERVICES PROVIDED (297181)	1,029.25	10/12/2023
82670	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (297181)	1,428.95	10/12/2023
82671	Child Care CCF	TULIA CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (297181)	2,803.10	10/12/2023
82672	Child Care CCF	ALEJANDRA FLORES	CHILD CARE SERVICES PROVIDED (297181)	3,207.07	10/12/2023
82673	Child Care CCF	WEST TEXAS A&M UNIVERSITY	CHILD CARE SERVICES PROVIDED (297181)	411.18	10/12/2023
82674	Child Care CCF	CHRISTIAN LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	471.80	10/12/2023
82675	Child Care CCF	GRAY COUNTY LATCHKEY INC	CHILD CARE SERVICES PROVIDED (297181)	225.15	10/12/2023
82676	Child Care CCF	DALHART AREA CHILD CARE CTR INC.	CHILD CARE SERVICES PROVIDED (297181)	2,883.83	10/12/2023
82677	Child Care CCF	KING'S MANOR METHODIST RETIREMENT SYSTEM	CHILD CARE SERVICES PROVIDED (297181)	1,110.50	10/12/2023
82678	Child Care CCF	OPPORTUNITY SCHOOL, INC.	CHILD CARE SERVICES PROVIDED (297181)	13,521.31	10/12/2023
82679	Child Care CCF	NIGHT & DAY CARE AND PLAY, INC.	CHILD CARE SERVICES PROVIDED (297181)	29,161.24	10/12/2023
82680	Child Care CCF	PLEASANT VALLEY BAPTIST DISCOVERY SCHOOL	CHILD CARE SERVICES PROVIDED (297181)	13,509.03	10/12/2023
82681	Child Care CCF	AMARILLO MONTESSORI DAY SCHOOL	CHILD CARE SERVICES PROVIDED (297181)	6,106.40	10/12/2023
82682	Child Care CCF	DALE RIED JAMIE RIED DBA BUTTONS & BOWS ELC	CHILD CARE SERVICES PROVIDED (297181)	18,819.84	10/12/2023
82683	Child Care CCF	OPPORTUNITY SCHOOL EDWARDS CAMPUS	CHILD CARE SERVICES PROVIDED (297181)	25,250.24	10/12/2023
82684	Child Care CCF	SHIRLEY E ROMAINE	CHILD CARE SERVICES PROVIDED (297181)	680.57	10/12/2023
82685	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	4,782.54	10/12/2023
82686	Child Care CCF	BARBARA JOHNSON	CHILD CARE SERVICES PROVIDED (297181)	349.63	10/12/2023
82687	Child Care CCF	COMMUNITY DAY CARE CENTER	CHILD CARE SERVICES PROVIDED (297181)	5,901.96	10/12/2023
82688	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	8,165.44	10/12/2023
82689	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	4,038.13	10/12/2023
82690	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	5,882.96	10/12/2023
82691	Child Care CCF	AMARILLO COLLEGE	CHILD CARE SERVICES PROVIDED (297181)	1,149.53	10/12/2023
82692	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	5,956.74	10/12/2023
82693	Child Care CCF	PAULAS DAY CARE	CHILD CARE SERVICES PROVIDED (297181)	2,038.31	10/12/2023
82694	Child Care CCF	NAZARENE KID'S KORNER	CHILD CARE SERVICES PROVIDED (297181)	1,763.50	10/12/2023
82695	Child Care CCF	DEBORAH A MELTON	CHILD CARE SERVICES PROVIDED (297181)	769.88	10/12/2023
82696	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (297181)	9,841.62	10/12/2023
82697	Child Care CCF	DEEDEES DAYCARE	CHILD CARE SERVICES PROVIDED (297181)	237.71	10/12/2023
82698	Child Care CCF	INGLANTINA FLORES	CHILD CARE SERVICES PROVIDED (297181)	916.33	10/12/2023
82699	Child Care CCF	BELL STREET DAY CARE CENTER LTD	CHILD CARE SERVICES PROVIDED (297181)	32,898.66	10/12/2023
82700	Child Care CCF	AMARILLO CATHOLIC CHILDREN'S DEV CTR	CHILD CARE SERVICES PROVIDED (297181)	2,369.83	10/12/2023
82701	Child Care CCF	FRIENDSHIP RANCH CDC	CHILD CARE SERVICES PROVIDED (297181)	7,738.03	10/12/2023
82702	Child Care CCF	NEW BEGINNINGS PRESCHOOL & CDC	CHILD CARE SERVICES PROVIDED (297181)	3,074.58	10/12/2023
82703	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CENTER INC.	CHILD CARE SERVICES PROVIDED (297181)	37,676.10	10/12/2023
82704	Child Care CCF	BIZZY BEES CHILD CARE & PRESCHOOL INC.	CHILD CARE SERVICES PROVIDED (297181)	3,247.76	10/12/2023
82705	Child Care CCF	ORA BELINDA SCHOOLHOUSE LLC	CHILD CARE SERVICES PROVIDED (297181)	3,216.40	10/12/2023
82706	Child Care CCF	CHILDREN'S LEARNING CENTER OF AMARILLO	CHILD CARE SERVICES PROVIDED (298379)	3,907.35	10/27/2023
82707	Child Care CCF	AMARILLO SW MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (298379)	3,069.18	10/27/2023
82708	Child Care CCF	TAMME PINKERT	CHILD CARE SERVICES PROVIDED (298379)	9,045.93	10/27/2023

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Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
82709	Child Care CCF	CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (298379)	7,675.66	10/27/2023
82710	Child Care CCF	ST. MATTHEW'S EPISCOPAL D.S.	CHILD CARE SERVICES PROVIDED (298379)	2,621.88	10/27/2023
82711	Child Care CCF	RACHEL'S LITTLE HOUSE INC	CHILD CARE SERVICES PROVIDED (298379)	3,380.78	10/27/2023
82712	Child Care CCF	FIRST BAPTIST DIMMITT PRESCHOOL & DAYCARE	CHILD CARE SERVICES PROVIDED (298379)	592.55	10/27/2023
82713	Child Care CCF	DAWN TRUJILLO	CHILD CARE SERVICES PROVIDED (298379)	193.92	10/27/2023
82714	Child Care CCF	MARIA FLORES	CHILD CARE SERVICES PROVIDED (298379)	1,715.28	10/27/2023
82715	Child Care CCF	KRISTENS DAYCARE	CHILD CARE SERVICES PROVIDED (298379)	713.63	10/27/2023
82716	Child Care CCF	AMARILLO WESLEY COMMUNITY CENTER INC	CHILD CARE SERVICES PROVIDED (298379)	9,505.78	10/27/2023
82717	Child Care CCF	ELENA MCGLAUN	CHILD CARE SERVICES PROVIDED (298379)	26,074.56	10/27/2023
82718	Child Care CCF	EMMA CANTU DBA ABC LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	7,093.45	10/27/2023
82719	Child Care CCF	COMMUNITY DAY CARE CENTER INC.	CHILD CARE SERVICES PROVIDED (298379)	11,085.50	10/27/2023
82720	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (298379)	326.67	10/27/2023
82721	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE	CHILD CARE SERVICES PROVIDED (298379)	1,715.37	10/27/2023
82722	Child Care CCF	PANHANDLE MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (298379)	1,700.36	10/27/2023
82723	Child Care CCF	HEREFORD LATCHKEY 1NW	CHILD CARE SERVICES PROVIDED (298379)	3,303.56	10/27/2023
82724	Child Care CCF	AMARILLO COLLEGE MEDIPARK CAMPUS	CHILD CARE SERVICES PROVIDED (298379)	4,907.43	10/27/2023
82725	Child Care CCF	LITTLE LYNX DAY CARE	CHILD CARE SERVICES PROVIDED (298379)	516.09	10/27/2023
82726	Child Care CCF	SHAKERA MARIE JOHNSON	CHILD CARE SERVICES PROVIDED (298379)	1,392.62	10/27/2023
82727	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (298379)	9,940.98	10/27/2023
82728	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (298379)	9,831.34	10/27/2023
82729	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (298379)	3,626.00	10/27/2023
82730	Child Care CCF	KAREN SMITH	CHILD CARE SERVICES PROVIDED (298379)	526.62	10/27/2023
82731	Child Care CCF	LATUNYA MARIE JILES-FORD	CHILD CARE SERVICES PROVIDED (298379)	688.75	10/27/2023
82732	Child Care CCF	PAULA COOK	CHILD CARE SERVICES PROVIDED (298379)	653.70	10/27/2023
82733	Child Care CCF	MAMMYS DAYCARE	CHILD CARE SERVICES PROVIDED (298379)	4,430.79	10/27/2023
82734	Child Care CCF	TEXAS KINDER PREP-RIDGECREST CIRCLE	CHILD CARE SERVICES PROVIDED (298379)	2,917.17	10/27/2023
82735	Child Care CCF	WEE KARE CHILD CENTER INC.	CHILD CARE SERVICES PROVIDED (298379)	536.30	10/27/2023
82736	Child Care CCF	RANGER ROUNDUP LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	3,820.06	10/27/2023
82737	Child Care CCP	KS HOME DAYCARE	CHILD CARE SERVICES PROVIDED (298379)	200.00	10/27/2023
82738	Child Care CCF	TEXAS PREMIER CHILDCARE	CHILD CARE SERVICES PROVIDED (298379)	7,661.00	10/27/2023
82739	Child Care CCF	EMMA CANTU DBA ABC LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	9,779.08	10/27/2023
82740	Child Care CCF	STEPPING STONES LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	5,162.47	10/27/2023
82741	Child Care CCF	MCKENZIE EUDY	CHILD CARE SERVICES PROVIDED (298379)	1,025.58	10/27/2023
82742	Child Care CCF	K4B LEARNING DEPOT 6, LLC	CHILD CARE SERVICES PROVIDED (298379)	7,070.93	10/27/2023
82743	Child Care CCF	BUTTERCUP HOUSE INC	CHILD CARE SERVICES PROVIDED (298379)	1,529.04	10/27/2023
82744	Child Care CCF	CHARBRA WILLIAMS	CHILD CARE SERVICES PROVIDED (298379)	546.07	10/27/2023
82745	Child Care CCF	CHRISTIAN PRESCHOOL CENTERS INC	CHILD CARE SERVICES PROVIDED (298379)	15,812.37	10/27/2023
82746	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CENTER INC	CHILD CARE SERVICES PROVIDED (298379)	7,596.68	10/27/2023
82747	Child Care CCF	KELSEY FOSTER	CHILD CARE SERVICES PROVIDED (298379)	3,155.57	10/27/2023
82748	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (298379)	10,835.74	10/27/2023
82749	Child Care CCF	LITTLE BLESSINGS PRESCHOOL	CHILD CARE SERVICES PROVIDED (298379)	900.00	10/27/2023
82750	Child Care CCF	THE COLONY CHRISTIAN CHILD DEV CENTER	CHILD CARE SERVICES PROVIDED (298379)	5,495.71	10/27/2023
82751	Child Care CCF	ELE ACADEMICS LLC	CHILD CARE SERVICES PROVIDED (298379)	269.75	10/27/2023
82752	Child Care CCF	OMAR MENDOZA	CHILD CARE SERVICES PROVIDED (298379)	1,095.41	10/27/2023
82753	Child Care CCF	STORYLAND PRESCHOOL & CHILD CARE CTR	CHILD CARE SERVICES PROVIDED (298379)	4,801.20	10/27/2023
82754	Child Care CCF	KAITLIN IVIE	CHILD CARE SERVICES PROVIDED (298379)	2,564.40	10/27/2023

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82755	Child Care CCF	DABAREH JOHNSON	CHILD CARE SERVICES PROVIDED (298379)	700.00	10/27/2023
82756	Child Care CCF	LANE DAY SCHOOL LLC	CHILD CARE SERVICES PROVIDED (298379)	466.03	10/27/2023
82757	Child Care CCF	LIL COLTS CHILDCARE	CHILD CARE SERVICES PROVIDED (298379)	206.23	10/27/2023
82758	Child Care CCF	BRIGHT MINDS ACADEMY LLC	CHILD CARE SERVICES PROVIDED (298379)	1,348.49	10/27/2023
82759	Child Care CCF	CREATIVE LEARNING TREE 2	CHILD CARE SERVICES PROVIDED (298379)	2,782.92	10/27/2023
82760	Child Care CCF	SHAYLEE CONNELLY	CHILD CARE SERVICES PROVIDED (298379)	1,121.05	10/27/2023
82761	Child Care CCF	STEAMBOAT STATION	CHILD CARE SERVICES PROVIDED (298379)	9,088.66	10/27/2023
82762	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE II	CHILD CARE SERVICES PROVIDED (298379)	446.27	10/27/2023
82763	Child Care CCF	MARTIAL ARTS ATHLETIC CENTER NORTH	CHILD CARE SERVICES PROVIDED (298379)	7,453.19	10/27/2023
82764	Child Care CCF	SEEDS OF WISDOM CHRISTIAN FAMILY CHILDCARE	CHILD CARE SERVICES PROVIDED (298379)	256.45	10/27/2023
82765	Child Care CCF	HEARTS AND HANDS	CHILD CARE SERVICES PROVIDED (298379)	743.79	10/27/2023
82766	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (298379)	9,500.39	10/27/2023
82767	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (298379)	5,664.33	10/27/2023
82768	Child Care CCF	LITTLE TROOPERS LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	2,444.84	10/27/2023
82769	Child Care CCF	GRAY COUNTY LATCHKEY INC	CHILD CARE SERVICES PROVIDED (298379)	411.75	10/27/2023
82770	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (298379)	4,732.49	10/27/2023
82771	Child Care CCF	DUMAS DISCOVERY CENTER INC.	CHILD CARE SERVICES PROVIDED (298379)	4,543.67	10/27/2023
82772	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	4,670.78	10/27/2023
82773	Child Care CCF	POLK STREET UNITED METHODIST CHURCH	CHILD CARE SERVICES PROVIDED (298379)	1,259.42	10/27/2023
82774	Child Care CCF	HEREFORD DCC RUTH WARNER MEM	CHILD CARE SERVICES PROVIDED (298379)	976.10	10/27/2023
82775	Child Care CCF	STRATFORD AREA YOUTH CARE AGENCY, INC.	CHILD CARE SERVICES PROVIDED (298379)	1,039.10	10/27/2023
82776	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (298379)	1,671.82	10/27/2023
82777	Child Care CCF	TULIA CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (298379)	3,289.55	10/27/2023
82778	Child Care CCF	ALEJANDRA FLORES	CHILD CARE SERVICES PROVIDED (298379)	3,344.23	10/27/2023
82779	Child Care CCF	WEST TEXAS A&M UNIVERSITY	CHILD CARE SERVICES PROVIDED (298379)	469.92	10/27/2023
82780	Child Care CCF	CHRISTIAN LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	766.67	10/27/2023
82781	Child Care CCF	GRAY COUNTY LATCHKEY INC	CHILD CARE SERVICES PROVIDED (298379)	226.14	10/27/2023
82782	Child Care CCF	DALHART AREA CHILD CARE CTR INC.	CHILD CARE SERVICES PROVIDED (298379)	2,929.06	10/27/2023
82783	Child Care CCF	OPPORTUNITY SCHOOL, INC.	CHILD CARE SERVICES PROVIDED (298379)	13,380.18	10/27/2023
82784	Child Care CCF	NIGHT & DAY CARE AND PLAY, INC.	CHILD CARE SERVICES PROVIDED (298379)	29,983.30	10/27/2023
82785	Child Care CCF	PLEASANT VALLEY BAPTIST DISCOVERY SCHOOL	CHILD CARE SERVICES PROVIDED (298379)	14,131.28	10/27/2023
82786	Child Care CCF	AMARILLO MONTESSORI DAY SCHOOL	CHILD CARE SERVICES PROVIDED (298379)	6,118.97	10/27/2023
82787	Child Care CCF	DALE RIED JAMIE RIED DBA BUTTONS & BOWS ELC	CHILD CARE SERVICES PROVIDED (298379)	19,660.68	10/27/2023
82788	Child Care CCF	OPPORTUNITY SCHOOL EDWARDS CAMPUS	CHILD CARE SERVICES PROVIDED (298379)	26,083.47	10/27/2023
82789	Child Care CCF	SHIRLEY E ROMAINE	CHILD CARE SERVICES PROVIDED (298379)	832.00	10/27/2023
82790	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	4,634.32	10/27/2023
82791	Child Care CCF	BARBARA JOHNSON	CHILD CARE SERVICES PROVIDED (298379)	492.34	10/27/2023
82792	Child Care CCF	COMMUNITY DAY CARE CENTER	CHILD CARE SERVICES PROVIDED (298379)	6,027.25	10/27/2023
82793	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	8,182.29	10/27/2023
82794	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	4,419.30	10/27/2023
82795	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	6,124.26	10/27/2023
82796	Child Care CCF	AMARILLO COLLEGE	CHILD CARE SERVICES PROVIDED (298379)	1,154.10	10/27/2023
82797	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	5,961.38	10/27/2023
82798	Child Care CCF	PAULAS DAY CARE	CHILD CARE SERVICES PROVIDED (298379)	2,048.37	10/27/2023
82799	Child Care CCF	NAZARENE KID'S KORNER	CHILD CARE SERVICES PROVIDED (298379)	2,292.04	10/27/2023
82800	Child Care CCF	DEBORAH A MELTON	CHILD CARE SERVICES PROVIDED (298379)	771.13	10/27/2023

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Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
82801	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (298379)	9,483.34	10/27/2023
82802	Child Care CCF	DEEDEES DAYCARE	CHILD CARE SERVICES PROVIDED (298379)	232.00	10/27/2023
82803	Child Care CCF	INGLANTINA FLORES	CHILD CARE SERVICES PROVIDED (298379)	952.91	10/27/2023
82804	Child Care CCF	BELL STREET DAY CARE CENTER LTD	CHILD CARE SERVICES PROVIDED (298379)	33,527.76	10/27/2023
82805	Child Care CCF	AMARILLO CATHOLIC CHILDREN'S DEV CTR	CHILD CARE SERVICES PROVIDED (298379)	2,736.94	10/27/2023
82806	Child Care CCF	FRIENDSHIP RANCH CDC	CHILD CARE SERVICES PROVIDED (298379)	7,734.51	10/27/2023
82807	Child Care CCF	NEW BEGINNINGS PRESCHOOL & CDC	CHILD CARE SERVICES PROVIDED (298379)	3,221.91	10/27/2023
82808	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CENTER INC.	CHILD CARE SERVICES PROVIDED (298379)	36,376.47	10/27/2023
82809	Child Care CCF	BIZZY BEES CHILD CARE & PRESCHOOL INC.	CHILD CARE SERVICES PROVIDED (298379)	3,298.71	10/27/2023
82810	Child Care CCF	ORA BELINDA SCHOOLHOUSE LLC	CHILD CARE SERVICES PROVIDED (298379)	4,043.58	10/27/2023
		AMARILLO NATIONAL BANK	WFD - INCENTIVE PAYMENTS - 10/23	1,461.00	
		CENTENNIAL BANK	BUILDING IMPROVEMENT PMT 10/12/23	6,645.07	
		DATAPATH CREDIT SERVICES	EMPLOYEE FLEX DRAFTS 10/23	1,361.59	
		TOOT'N TOTUM FOOD STORES LLC	VEHICLE FUEL 9/15/23-10/14/23	677.06	
		HUXFORD GROUP	WIRE TRANSFERS 10/23	300,796.00	
		VANTAGEPOINT T. AGENTS - 401	WIRE TRANSFERS 10/23	52,793.71	
		VANTAGEPOINT T. AGENTS - 457	WIRE TRANSFERS 10/23	17,733.84	
		VANTAGEPOINT T. AGENTS - ROTH IRA	WIRE TRANSFERS 10/23	2,106.59	
			TOTAL AMOUNT:	2,190,249.44	
			TOTAL NUMBER OF ELECTRONIC FUND TRANSFERS:	226	
			TOTAL NUMBER OF CHECKS WRITTEN:	180	
			TOTAL NUMBER OF WIRE TRANSFERS:	8	
			TOTAL NUMBER OF ANB BANK CARDS:	11	
			TOTAL NUMBER OF EMPLOYEE FLEX DRAFTS:	11	

ITEM 6

MEMORANDUM

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Trent Taylor, Finance Director
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 6
PRPC Investment Funds Report

BACKGROUND

Pursuant to the Public Funds Investment Act which was passed by the Texas Legislature in 1987 and amended in 1995 and 1997, PRPC adopted written investment policies on April 27, 2023 for funds under our control. I submit the following for your approval.

	<u>Balance@</u> <u>6/30/23</u>	<u>Balance@</u> <u>9/30/2023</u>	<u>Balance@</u> <u>11/30/2023</u>
PRPC's Money Market Fund	\$3,513,971	\$2,554,984	\$3,340,265
9-1-1's Money Market Fund	<u>\$67</u>	<u>\$57</u>	<u>\$57</u>
Total MMIA Funds	<u>\$3,513,972</u>	<u>\$2,555,041</u>	<u>\$3,340,322</u>
CDARS CD	Duration	Return	
6/29/2023 – 12/28/2023	26 Weeks	4.85%	\$500,000
Total Invested Funds			<u>\$3,840,322</u>

The money market funds are deposited at Amarillo National Bank. The PRPC fund rate for the month of August was 5.12%. The 9-1-1 fund earned an average annual yield of 3.71%. The book value and the market value were the same for each fund listed above. The investment portfolio followed the Public Funds Investment Act and PRPC Investment Policies.

RECOMMENDATION

Staff recommends that the Board of Directors accept this report as submitted.

ITEM 7

M E M O R A N D U M

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Marin Rivas, Workforce Development Director
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 7
Update on High Demand Job Training Program Grants

BACKGROUND

In 2022, the PRPC workforce development staff collaborated with the Economic and Community Development Corporations of Amarillo (AEDC), Borger (BEDC) and Perryton (PCDC). We also worked with the Independent School Districts (ISDs) in Amarillo, Bushland, Canyon, Highland Park, River Road, and the Frank Phillips College campuses in Borger and Perryton to facilitate applications for two High Demand Job Training (HDJT) Program grant opportunities from the Texas Workforce Commission (TWC). This Program matches Workforce Innovation and Opportunity Act (WIOA) funds to local economic development sales tax funding, on a dollar-for-dollar basis. \$300,000 in WIOA funding, matching the regional Economic and Community Development funds, was awarded to PRPC to administer the procurement of training equipment to expand the Career and Technology (CTE); Diesel Mechanics; Farm, Ranch, and Aquacultural Animals; and Welding programs, for preparation of Panhandle students to enter occupations in the Information Technology (IT), Automotive, Animal Science, and Welding industries.

The AEDC has facilitated the purchase of equipment totaling \$168,678.36 including \$59,139.85 for computer numerical control routing tables for Randall High School in the Canyon ISD; and agricultural technician and welding equipment for the ISDs of Bushland and Highland Park.

The BEDC has facilitated the purchase of welding machines and fume extractors totaling \$54,100 for Frank Phillips College in Borger.

The PCDC has facilitated renovations to upgrade a new welding facility for Frank Phillips College in Perryton documenting \$100,000 of expenditures that the HDJT grant matched for the project.

In the June meeting of the Board, members were asked to approve the procurement and purchase of two diesel engine training benches manufactured by Toolkit Technologies. Upon receiving this approval, PRPC, using \$115,000 of grant matching funds, placed a purchase order for these items, which are expected to be delivered to Amarillo ISD's AmTech Career Academy in the Spring of 2024. The training benches and related equipment will be utilized with engines and related equipment purchased and owned by Amarillo ISD.

In the August meeting of the Board, members were asked to approve the procurement and purchase of thirteen (13) Lenovo computers for a total of \$49,803.88, to be utilized in the Process Technology computer lab to accommodate PetroSkills training simulations,

and two (2) Microsoft Surface Pro Business tablets to be used in conjunction with a Hands-on Process Operator Skills Trainer (HPOST) that was purchased with one of the Frank Phillips College's Jobs & Education for Texans (JET) grant program awards. PRPC utilized the HDJT grant's matching funds to purchase this equipment and it has been delivered to the Frank Phillips College campus in Borger.

PRPC has competitively procured and purchased an extensive list of items, such as a Mobile Hydraulic Training System (\$12,000); Navistar HeRo (Health Report), JPRO, Davie Kensworth, Eaton, Bendix Brake, Cummins Insite, and Caterpillar Electronic Technician (Cat ET) automotive and engine diagnostic software (\$11,030); an automotive steel hydraulic service jack with 20-ton lifting capacity (\$7,118.90); a Robinair A/C Recovery, Recycling and Recharging Machine (\$4,995); diagnostic devices (4,436.85); electrical training aids (4,126.50); Occupational Safety and Health Administration (OSHA)-approved chemical storage (\$2,780); a charging system battery analyzer (\$1,790.90); and various tools, dollies and storage, from eight vendors, for the Frank Phillips College in Perryton to be utilized in the College's Diesel Mechanic and Welding programs. The equipment, totaling \$90,963.32, has been delivered to the Perryton campus with the exception of the Mobile Hydraulic Training System, which is expected to be shipped in the Spring of 2024.

PRPC has also competitively procured and purchased eight (8) computers for the River Road ISD to allow advanced students in Graphic Design and Illustration to gain industry experience; and Agricultural Technician equipment for its Animal Science program, totaling approximately \$35,000, which will also be delivered in the Spring of 2024.

The expenditures described above total an investment of the two 2022-2023 HDJT Program grant projects, by the regional Economic and Community Development Corporations and TWC, for the Panhandle of more than \$617,000, and an overall total of more than \$2,171,000 since 2018.

RECOMMENDATION:

Information only item, no action is necessary.

**Panhandle Workforce Development Board (PWDB) and Economic Development
High Demand Job Training (HDJT) Projects To-Date**

<u>#</u>	<u>Term</u>	<u>Training Provider</u>	<u>Items Purchased</u>	<u>Economic Development Entity</u> <u>and Amount of Contribution</u>	<u>PWDB</u> <u>Contribution</u>	<u>TWC</u> <u>Grant</u>
1	2018- 2019	Frank Phillips College - Borger	Two Level / Flow Process Control Trainers, Pump Maintenance Trainer, Distance Learning equipment, Nursing equipment	Borger Economic Development Corporation 90,000.00	88,654.63	0118 HJT001
2	2018- 2019	Frank Phillips College - Dalhart	Two Process Control Trainers, two Industrial Motor Controls Electrical Trainers, Nursing equipment, Welding Booths	Dalhart Economic Development Corporation 100,178.16	99,997.00	0118 HJT000
3	2019- 2020	Clarendon College	Skill Boss Training System	Childress Municipal Development District, Clarendon Economic Development Corporation, Pampa Economic Development Corporation 10,980.00	10,975.00	0119 WAF001
	2019- 2020	Frank Phillips College - Borger	Amatrol Mechanical Trainer, Flange and Gasket Trainer, Centrifugal Pump, classroom chairs	Borger Economic Development Corporation 55,945.00	49,972.76	
	2019- 2020	Frank Phillips College - Dalhart	Welding booths, welding equipment	Dalhart Economic Development Corporation 48,506.03	48,925.06	
4	2019- 2020	Frank Phillips College - Perryton	Amatrol Process Control Trainer, Programmable Logic Controller training system, Mechanical Fabrication Learning System, computers	Perryton Community Development Corporation 49,754.54	46,696.20	0119 WAF001
	2020- 2021	Amarillo, Bushland, Canyon, Highland Park, and River Road Independent School	Redbird Flight Simulator, Agricultural Technician equipment, welding equipment	Amarillo Economic Development Corporation 102,665.22	90,636.20	
	2020- 2021	Frank Phillips College - Dalhart	Commercial Truck Driving Maneuver Pad and Mobile Light Tower	Dalhart Economic Development Corporation 13,000.00	10,584.63	

<u>Term</u>	<u>Training Provider</u>	<u>Items Purchased</u>	<u>Economic Development Entity and Amount of Contribution</u>	<u>PWDB Contribution</u>			
5	2020-2021	Amarillo, Canyon, Highland Park, and River Road Independent School Districts	Mechatronics Learning System, Ambulance Box, Nursing equipment, Welding equipment	Amarillo Economic Development Corporation	151,449.05	149,809.72	0120 HJT001
	2021-2022	Amarillo Independent School District	Aviation Training Device, welding equipment	Amarillo Economic Development Corporation	66,145.00	42,274.34	
6	2021-2022	Clarendon College - Shamrock	Welding Booths, welders	Shamrock Economic Development Corporation	9,773.10	9,738.36	
	2021-2022	Frank Phillips College - Borger	Two AC/DC Trainers, Laser Shaft Alignment Model, Mechanical Drives Learning System, Flo Serve Acrylic Trainer	Borger Economic Development Corporation	46,603.37	44,583.02	0121 HJT001
	2021-2022	Frank Phillips College - Dalhart	Two Commercial Tractor Trucks and Trailers, Commercial Truck Driving Maneuver Pad, welding equipment	Dalhart Economic Development Corporation	62,942.62	53,065.83	
7	2022-2023	Amarillo, Bushland, Canyon, Highland Park, and River Road Independent School Districts	Diesel Engine Training Benches, Computer Numerical Control Routing Tables, Agricultural Technician equipment, welding equipment	Amarillo Economic Development Corporation	168,678.36	150,000.00	0123 HJT001
	2022-2023	Frank Phillips College - Borger	Weld Machines, Fume Extractors, Computers	Borger Economic Development Corporation	54,100.00	49,803.88	
8	2022-2023	Frank Phillips College - Perryton	Renovations to upgrade welding facility, welding equipment, diesel mechanic tools and equipment	Perryton Community Development Corporation	100,000.00	94,631.84	0123 HJT002
					\$1,130,720	\$1,040,348	

Total amount invested by Economic and Community Development and the Panhandle Workforce Development Board **\$2,171,069**

ITEM 8

MEMORANDUM

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Jarian Fred, Local Government Services Program Coordinator
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 8
Groundwater Management Area #1, Administrative Services
Agreement Amendment

BACKGROUND

In 2003, the legislature passed HB 1763 creating Groundwater Management Areas (GMA) throughout the state. The GMAs are comprised of members from each of the Groundwater Conservation Districts located within the GMA boundaries. The GMA that serves most of the Texas Panhandle is the GMA#1. Each GMA is legislatively required to have the Desired Future Condition (DFC) of the major aquifers in their region. GMA#1 adopted the state's first Desired Future Condition in 2009 and are currently working on adopting the next round of DFC's for 2026.

In order to develop and adopt the DFC's within GMA#1, a consultant will be necessary to help provide the prerequisite technical services to include research, analysis, documentation and modeling. To that end, GMA#1 is currently working through a Request for Qualifications process to find a suitable consultant to provide the above mentioned professional services necessary for the adoption of the Desired Future Conditions. GMA#1 is currently negotiating with the most qualified firm and in the next couple of weeks will be holding a meeting to make a formal recommendation to PRPC to enter into contract with the chosen firm.

PRPC has been serving as the administrative agent for GMA#1 since 2007 to provide continuity throughout the process and a more efficient record keeping system. This relationship has proven to be mutually beneficial to both the GMA#1 and the PRPC over the past several years. In September 2022 a five-year administrative contract was approved by this body for PRPC to continue to provide these administrative services. This five-year administrative contract allows PRPC to provide program administration through the end of the next planning cycle.

The duties involved with providing the administrative services include agenda development and the required postings, mailing the agenda to the members of the GMA and interested parties, minute taking at the meetings and record keeping of all documents associated with the GMA #1.

This agenda item is for the consideration of an amendment to the administrative services contract to allow PRPC to prepare and assist the GMA#1 through the complete process of selecting an appropriate consultant. This contract amendment will allow PRPC to assist in the development and solicitation of the RFQ process, enter into a contractual agreement with a professional service provider for the

preparation and adoption of the DFC's for GMA#1 and to delineate responsibilities among each of the Ground Water Management Districts for payment of the selected consultant. Once GMA#1 has formally made a recommendation to enter into a contractual agreement with a consultant, PRPC will present that agreement to the Board of Directors for review and consideration.

RECOMMENDATION

The PRPC staff recommends that the Board of Directors to authorize the Executive Director to execute the Interlocal Cooperation Contract Amendment to allow PRPC to provide administrative services related to the selection of a professional service provider for the GMA #1.

STATE OF TEXAS §

COUNTY OF POTTER §

**AGREEMENT FOR
PROFESSIONAL SERVICES
AMENDMENT# 1**

THIS AMENDMENT to an agreement is made by and between the Panhandle Regional Planning Commission in Amarillo, Texas (the “**PRPC**”), a Texas Council of Governments in the State of Texas as defined by Chapter 391 of the Texas Local Government Code, and the Groundwater Management Area #1 (GMA #1), created by Chapter 35 Texas Water Code.

BACKGROUND

PRPC and **GMA #1** executed an agreement for professional administrative services, dated September 22, 2022, for **PRPC** to perform professional administrative services for **GMA #1** including, but not limited to: meeting administration, contract administration services, and additional services as requested.

AGREEMENT

PRPC and **GMA #1** agree that the Agreement dated September 22, 2022 is still in full effect and is amended as follows:

I. Scope of Services – Services to the Groundwater Management Area #1 are to be provided as follows:

A. Contract Administration Services

1. Prepare and administer solicitations for professional services related to the Desired Future Conditions (DFC) report and any associated updates, required by Chapter 36 Texas Water Code.
2. Enter in to a contractual agreement with a professional service provider for preparation for GMA #1 DFC adoption, explanatory report and other documentation that may be necessary and required, on behalf of GMA #1.
3. Approve and pay invoices received from the professional service provider for actual costs related to DFC preparation and adoption.
 - a. Funds necessary to pay and fulfill the professional services provider’s contracts shall be furnished and provided to PRPC by each of the Districts within GMA #1.
 - b. The base contract for professional services with [REDACTED] in the amount of \$_____ will be invoiced per district as follows:
_____ Panhandle Groundwater Conservation District
_____ Hemphill County UWCD
_____ North Plains Groundwater Conservation District
_____ High Plains Underground Water Conservation District

III. Compensation

- A. Contract Administration Services – The PRPC will invoice the GMA #1 for all actual costs incurred from contractually obligated services related to DFC preparation as described in Section I.

All other provisions stated in the Agreement for Professional Services between **PRPC** and **GMA #1** not hereby amended remain in full force and effect.

The parties have executed this Amendment.

Panhandle Regional Planning Commission

Signature

Michael J. Peters

Typed, Printed, or Stamped Name

Executive Director

Title

Date

Hemphill County Underground Water Conservation District

Signature

Jim Haley

Typed, Printed, or Stamped Name

Chairman

Title

Date

High Plains Underground Water Conservation District

Panhandle Regional Planning Commission
Amendment #1

Signature

Lynn Tate

Typed, Printed, or Stamped Name

Board President

Title

Date

North Plains Groundwater Conservation District

Signature

Bob Zimmer

Typed, Printed, or Stamped Name

Board President

Title

Date

Panhandle Groundwater Conservation District

Signature

Danny Hardcastle

Typed, Printed, or Stamped Name

Chairman

Title

Date

ITEM 9

MEMORANDUM

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Paige Goodell, Local Government Services Manager
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 9
Texas Community Development Program Project Management
Services Interlocal Contract Amendments

BACKGROUND

The Texas Department of Agriculture (TDA) has long been the funding agency for the Community Development Block Grant (CDBG) Program in the State of Texas. In late 2022 and early 2023, TDA solicited applications to the 2023/2024 TxCDBG Community Development Fund program and PRPC assisted 12 communities in the Panhandle to write, develop and submit applications to this long-standing program for basic water and sewer infrastructure improvements.

This body passed no-cost interlocal agreements for application development for each of these communities in order to comply with TDA requirements pertaining to procurement. The no-cost interlocal agreement is to maintain the long-standing history of providing application development at no cost to Panhandle communities. However, this interlocal agreement is designed to be easily amendment contingent upon funding for project management services.

In the last few months, PRPC received notification that the top four scoring panhandle communities would be receiving a TDA contract for TxCDBG funds for the 2023 allocation year. The below list is subject to change as the funding agency, TDA, prepares projects for funding.

This agenda item is to allow for the authorization of the Interlocal Amendment to carry out the administrative function and project management activities should the below projects receive grant funding. These activities are outlined in detail in the attached sample amendment and consist of:

- Project Management
- Financial Management
- Environmental Review
- Acquisition
- Construction Management
- Fair Housing/Equal Opportunity
- Audit/Close-out Procedures

Below is a list of the top four panhandle communities that are likely to receive a grant award. This list includes: project type, amount of TxCDBG funding, the match amount

committed by each community, and the amount that will be paid to the PRPC for general administration functions associated with the grant.

Entity	Project	Specifics	CDBG	Match	Admin
City of Shamrock	Water	Water Lines	\$500,000	\$25,000	\$40,000
City of Kress	Water	Water Meters	\$500,000	\$10,000	\$40,000
City of Dalhart	Water/Sewer	Water/Sewer Lines	\$500,000	\$75,125	\$40,000
Oldham County	Water	New Water Well	\$500,000	\$10,900	\$40,000

RECOMMENDATION

PRPC staff recommends that the Board of Directors authorize the Executive Director of the PRPC to execute amendments to the Interlocal Cooperation Contracts should the above noted communities receive a TxCDBG contract for PRPC to provide TxCDBG administration services.

ATTACHMENT A

**AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT
FOR TxCDBG PROJECT ADMINISTRATION
BETWEEN
PRPC
AND
CITY OF EXAMPLE**

THIS AMENDMENT made as of _____, 2024 to the CONTRACT dated MM/DD/2024, between the City of Example (The City) and PRPC.

Owner and PRPC agree as set forth below, to the amended language of the Agreement for Services and Terms and Conditions.

AGREEMENT FOR SERVICES

NOW, THEREFORE PRPC agrees to provide the following described management services to the City of Example, TxCDBG Contract No. [INSERT HERE] (the "TxCDBG Contract"), to-wit:

A. Project Management

1. Develop a record-keeping system consistent with program guidelines, including the establishment and maintenance of a filing system.
2. Provide general advice and technical assistance to the City of Example personnel on implementation of project and regulatory matters.
3. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
4. Furnish the City of Example with necessary forms and procedures required for implementation of project.
5. Assist the City of Example in meeting all special condition requirements that may be stipulated in the contract between the City of Example and the Texas Department of Agriculture (TDA).
6. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract, if required.
7. Conduct required re-assessment of environmental clearance for any program amendments.
8. Prepare and submit quarterly reports (progress and minority hiring).
9. Prepare Recipient Disclosure Report form for the City of Example signature and submittal.
10. Establish procedures to document expenditures associated with local administration of the project.
11. Provide guidance and assistance to the City of Example regarding acquisition of property.
 - Submit required reports concerning acquisition activities to TDA
 - Establish a separate acquisition file for each parcel of real property acquired
 - Determine necessary method(s) for acquiring real property

- Prepare correspondence to the property owners for the City of Example's signature to acquire the property or to secure an easement
 - Assist the City of Example in negotiation with property owner(s)
12. Serve as liaison for the City of Example during any monitoring visit by staff representatives from either TDA or the United States Department of Housing and Urban Development.

B. Financial Management

1. Assist the City of Example in proving its ability to manage the grant funds to the State's audit division.
2. Assist the City of Example in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City of Example in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Review invoices received for payment and file back-up documentation.
5. Prepare all fund drawdowns on behalf of the City of Example in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
6. Provide general advice and technical assistance to the City of Example personnel on implementation of project and regulatory matters.
7. Assist the City of Example in establishing procedures to handle the use of any TXCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 projects in flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for the City of Example-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist the City of Example in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist the City of Example in determining whether and/or what TXCDBG contract activities will be carried out in whole or in part via force account labor.

- Assist the City of Example in determining whether or not it will be necessary to hire temporary employees to specifically carryout TXCDBG contract activities.
 - Assist the City of Example in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist the City of Example in documenting compliance with all federal and state requirements related to equal employment opportunity.
 3. Assist the City of Example in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
 4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
 5. Request wage rates from TDA.
 6. Provide sample TXCDBG contract documents to engineer.
 7. Advertise for bids.
 8. Make ten-day call to TDA.
 9. Verify construction contractor eligibility with TDA.
 10. Review construction contract.
 11. Conduct pre-construction conference and prepare minutes.
 12. Submit any reports of additional classification and rates to TDA.
 13. Issue Notice of Start of Construction to TDA.
 14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
 15. Process and submit change orders to TDA prior to execution.
 16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.

F. Fair Housing/Equal Opportunity

1. Assist the City of Example in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

G. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, Recipient Disclosure/Update Report, and Certificate of Construction Completion.
2. Assist the City of Example in resolving any monitoring and audit findings.
3. Assist the City of Example in resolving any third-party claims.

In consideration of the services described in the foregoing paragraph to be rendered by PRPC, to the City of Example, the City of Example agrees to make the following progress payments from current revenue totaling **\$40,000.00** to PRPC:

1. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract is to be paid upon completion of the startup activities associated with the TXCDBG grant which includes: TXCDBG Contract approval/depository and authorized signatory designation procedures; Direct Deposit authorization procedures; establishment of financial management procedures; all fair housing and

equal opportunity procedures; establishment of citizen participation process; authorization of the Labor Standards Officer; adoption of complaint procedures for the purposes of TXCDBG grant; and determination of compliance with applicable federal, state, and local laws and regulations.

2. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract is to be paid upon completion of securing all professional services associated with the TXCDBG grant including the participation of minority-owned, female-owned, and local businesses.
3. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of establishment of program and project files; assignment of roles and responsibilities; acquisition of any necessary property; completion of the environmental review requirements; and participant income verification (if applicable).
4. Twenty (20.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon receipt of construction bids and the award of a construction contract.
5. Twenty (20.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of monitoring labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports.
6. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of construction activities, inspection, acceptance, and project close-out procedures.
7. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of monitoring review activities and receipt of the Administratively Complete Letter by the City.

It is expressly understood and agreed by the parties hereto that they are independent contractors; and that nothing contained herein should be construed as giving rise to a partnership or joint venture.

PRPC shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as amended August 29, 1997, as supplemented by Section 5.154 of the Management Standards.

PRPC shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, TDA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by PRPC or pertaining to this Contract. Such rights to access shall continue as long as the records are retained by PRPC and PRPC agrees to maintain such records in accessible location.

PRPC shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as amended August 29, 1997, as supplemented by Section 5.154 of the Management Standards.

PRPC shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, TDA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by PRPC or pertaining to this Contract. Such rights to access shall continue as long as the records are retained by PRPC and PRPC agrees to maintain such records in accessible location.

TERMS AND CONDITIONS

Federal Civil Rights Compliance

During the performance of this Contract, PRPC agrees as follows related to activities associated with TXCDBG contract #TBD:

Equal Employment Opportunity:

1) PRPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. PRPC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PRPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) PRPC will, in all solicitations or advertisements for employees placed by or on behalf of PRPC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) PRPC will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with PRPC's legal duty to furnish information.

(4) PRPC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of PRPC's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) PRPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) PRPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of PRPC's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and PRPC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) PRPC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PRPC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction by the administering agency PRPC may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, national origin or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, national origin, sex or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 3, Compliance in the Provision of Training, Employment and Business Opportunities:

1. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended and 12 U.S.C, 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project.
2. The parties to this contract will comply with the provision of said Section 3 and the regulation issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the TDA issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are in no contractual or other disability which would prevent them from complying with these requirements.
3. PRPC will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. PRPC will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. PRPC will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, for such assistance, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which the federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Section 503 (if \$10,000 or Over) Affirmative Action for Employment of Qualified Individuals with Disabilities (29 USC 793):

1. PRPC will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. PRPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination in practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. PRPC agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of PRPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. PRPC will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Local Program Liaison:

For purposes of this contract, John Doe, Mayor, will serve as the Local Program Liaison and primary point of contact for PRPC. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

Access to Information/Records:

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to PRPC by the City and its agencies. No charge will be made to PRPC for such information and the City and its agencies will cooperate with PRPC in every way possible to facilitate the performance of the work described in this agreement.

PRPC, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

The grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of PRPC which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payment and all other pending matters are closed.

Debarment and Suspension:

A contract must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management, in accordance with the OMB guidelines at 2 CFR

180 that implement Executive Order 12549 and 12689 “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Resolution of Program Non-Compliance and Disallowed Costs:

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TXCDBG requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties.

If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

IN TESTIMONY HEREOF, they have executed this AMENDMENT NO. 1, the ___ day of _____, 2024.

PANHANDLE REGIONAL PLANNING COMMISSION

By _____

Michael J. Peters, Executive Director

The City of Example

By _____

John Doe, Mayor

ITEM 10

MEMORANDUM

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Paige Goodell, Local Government Services Manager
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 10
Texas Community Development Block Grant -Downtown
Revitalization/Main Street Set-Aside Program Project Management
Services Interlocal Contract Amendments

BACKGROUND

The Community Development Block Grant program administered by the Texas Department of Agriculture (TDA) offers many different funding opportunities that communities in the Texas Panhandle have utilized since 1983. Since that time, PRPC has worked with cities, counties, water supply corporations and special districts to develop applications for funding assistance and bring much needed grant dollars to their local communities. The programs offered through CDBG funding have included the: Community Development Fund Program; Fire, Ambulance, and Service Truck (FAST Fund) Program; State Urgent Need (SUN) disaster relief; and the Downtown Revitalization/Main Street Set-Aside Program.

The Downtown Revitalization/Main Street Set-Aside Program stated objectives are for the elimination of slum or blight conditions in the downtown areas of communities by providing assistance for public infrastructure improvements, specifically sidewalks and ADA compliance. This past year PRPC worked with seven communities to develop and submit applications to this program. All seven Texas Panhandle communities that applied in May of 2023, have received indications from Texas Department of Agriculture that the agency will be issuing each a grant award through the TxCDBG Downtown Revitalization/Main Street Set-Aside program with funding in the amount of \$500,000. These communities include; Cities of Canyon, Clarendon, Dalhart, Fritch, Kress, Hereford and Tulia.

In January, 2023, this body approved a no-cost interlocal agreement that allowed PRPC to assist each of the above-mentioned cities to develop applications to the Downtown Revitalization/Main Street Set-Aside Program. This agenda item is to amend the interlocal agreements between PRPC and each of these cities to allow PRPC to carry out the administrative function and project management activities associated with the funded project. These activities are outlined in detail in the attached sample amendment and consist of:

- Project Management
- Financial Management
- Environmental Review
- Acquisition

- Construction Management
- Fair Housing/Equal Opportunity
- Audit/Close-out Procedures

The Cities of Canyon, Clarendon, Dalhart, Fritch, Kress, Hereford and Tulia will each receive \$500,000 in grant funds to make necessary improvements in their Downtown and Main Street area and the project management fee was set at a flat rate of \$40,000 for each project to perform the administrative and project management function.

RECOMMENDATION

PRPC staff recommends that the Board of Directors authorize the Executive Director of the PRPC to execute an amendment to the Interlocal Cooperation Contracts between the above noted communities and the PRPC to provide administration services for the Downtown Revitalization Program.

ATTACHMENT A

**AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT
FOR TxCDBG PROJECT ADMINISTRATION
BETWEEN
PRPC
AND
CITY OF EXAMPLE**

THIS AMENDMENT made as of _____, 2024 to the CONTRACT dated MM/DD/2024, between the City of Example (The City) and PRPC.

Owner and PRPC agree as set forth below, to the amended language of the Agreement for Services and Terms and Conditions.

AGREEMENT FOR SERVICES

NOW, THEREFORE PRPC agrees to provide the following described management services to the City of Example, TxCDBG Contract No. [INSERT HERE] (the "TxCDBG Contract"), to-wit:

A. Project Management

1. Develop a record-keeping system consistent with program guidelines, including the establishment and maintenance of a filing system.
2. Provide general advice and technical assistance to the City of Example personnel on implementation of project and regulatory matters.
3. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
4. Furnish the City of Example with necessary forms and procedures required for implementation of project.
5. Assist the City of Example in meeting all special condition requirements that may be stipulated in the contract between the City of Example and the Texas Department of Agriculture (TDA).
6. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract, if required.
7. Conduct required re-assessment of environmental clearance for any program amendments.
8. Prepare and submit quarterly reports (progress and minority hiring).
9. Prepare Recipient Disclosure Report form for the City of Example signature and submittal.
10. Establish procedures to document expenditures associated with local administration of the project.
11. Provide guidance and assistance to the City of Example regarding acquisition of property.
 - Submit required reports concerning acquisition activities to TDA
 - Establish a separate acquisition file for each parcel of real property acquired
 - Determine necessary method(s) for acquiring real property

- Prepare correspondence to the property owners for the City of Example's signature to acquire the property or to secure an easement
 - Assist the City of Example in negotiation with property owner(s)
12. Serve as liaison for the City of Example during any monitoring visit by staff representatives from either TDA or the United States Department of Housing and Urban Development.

B. Financial Management

1. Assist the City of Example in proving its ability to manage the grant funds to the State's audit division.
2. Assist the City of Example in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City of Example in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Review invoices received for payment and file back-up documentation.
5. Prepare all fund drawdowns on behalf of the City of Example in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
6. Provide general advice and technical assistance to the City of Example personnel on implementation of project and regulatory matters.
7. Assist the City of Example in establishing procedures to handle the use of any TXCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 projects in flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for the City of Example-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist the City of Example in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist the City of Example in determining whether and/or what TXCDBG contract activities will be carried out in whole or in part via force account labor.

- Assist the City of Example in determining whether or not it will be necessary to hire temporary employees to specifically carryout TXCDBG contract activities.
 - Assist the City of Example in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist the City of Example in documenting compliance with all federal and state requirements related to equal employment opportunity.
 3. Assist the City of Example in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
 4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
 5. Request wage rates from TDA.
 6. Provide sample TXCDBG contract documents to engineer.
 7. Advertise for bids.
 8. Make ten-day call to TDA.
 9. Verify construction contractor eligibility with TDA.
 10. Review construction contract.
 11. Conduct pre-construction conference and prepare minutes.
 12. Submit any reports of additional classification and rates to TDA.
 13. Issue Notice of Start of Construction to TDA.
 14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
 15. Process and submit change orders to TDA prior to execution.
 16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.

F. Fair Housing/Equal Opportunity

1. Assist the City of Example in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

G. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, Recipient Disclosure/Update Report, and Certificate of Construction Completion.
2. Assist the City of Example in resolving any monitoring and audit findings.
3. Assist the City of Example in resolving any third-party claims.

In consideration of the services described in the foregoing paragraph to be rendered by PRPC, to the City of Example, the City of Example agrees to make the following progress payments from current revenue totaling **\$40,000.00** to PRPC:

1. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract is to be paid upon completion of the startup activities associated with the TXCDBG grant which includes: TXCDBG Contract approval/depository and authorized signatory designation procedures; Direct Deposit authorization procedures; establishment of financial management procedures; all fair housing and

equal opportunity procedures; establishment of citizen participation process; authorization of the Labor Standards Officer; adoption of complaint procedures for the purposes of TXCDBG grant; and determination of compliance with applicable federal, state, and local laws and regulations.

2. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract is to be paid upon completion of securing all professional services associated with the TXCDBG grant including the participation of minority-owned, female-owned, and local businesses.
3. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of establishment of program and project files; assignment of roles and responsibilities; acquisition of any necessary property; completion of the environmental review requirements; and participant income verification (if applicable).
4. Twenty (20.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon receipt of construction bids and the award of a construction contract.
5. Twenty (20.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of monitoring labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports.
6. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of construction activities, inspection, acceptance, and project close-out procedures.
7. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of monitoring review activities and receipt of the Administratively Complete Letter by the City.

It is expressly understood and agreed by the parties hereto that they are independent contractors; and that nothing contained herein should be construed as giving rise to a partnership or joint venture.

PRPC shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as amended August 29, 1997, as supplemented by Section 5.154 of the Management Standards.

PRPC shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, TDA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by PRPC or pertaining to this Contract. Such rights to access shall continue as long as the records are retained by PRPC and PRPC agrees to maintain such records in accessible location.

PRPC shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as amended August 29, 1997, as supplemented by Section 5.154 of the Management Standards.

PRPC shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, TDA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by PRPC or pertaining to this Contract. Such rights to access shall continue as long as the records are retained by PRPC and PRPC agrees to maintain such records in accessible location.

TERMS AND CONDITIONS

Federal Civil Rights Compliance

During the performance of this Contract, PRPC agrees as follows related to activities associated with TXCDBG contract #TBD:

Equal Employment Opportunity:

1) PRPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. PRPC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PRPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) PRPC will, in all solicitations or advertisements for employees placed by or on behalf of PRPC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) PRPC will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with PRPC's legal duty to furnish information.

(4) PRPC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of PRPC's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) PRPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) PRPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of PRPC's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and PRPC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) PRPC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PRPC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction by the administering agency PRPC may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, national origin or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, national origin, sex or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 3, Compliance in the Provision of Training, Employment and Business Opportunities:

1. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended and 12 U.S.C, 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project.
2. The parties to this contract will comply with the provision of said Section 3 and the regulation issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the TDA issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are in no contractual or other disability which would prevent them from complying with these requirements.
3. PRPC will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. PRPC will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. PRPC will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, for such assistance, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which the federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Section 503 (if \$10,000 or Over) Affirmative Action for Employment of Qualified Individuals with Disabilities (29 USC 793):

1. PRPC will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. PRPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination in practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. PRPC agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of PRPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. PRPC will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Local Program Liaison:

For purposes of this contract, John Doe, Mayor, will serve as the Local Program Liaison and primary point of contact for PRPC. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

Access to Information/Records:

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to PRPC by the City and its agencies. No charge will be made to PRPC for such information and the City and its agencies will cooperate with PRPC in every way possible to facilitate the performance of the work described in this agreement.

PRPC, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

The grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of PRPC which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payment and all other pending matters are closed.

Debarment and Suspension:

A contract must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management, in accordance with the OMB guidelines at 2 CFR

180 that implement Executive Order 12549 and 12689 “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Resolution of Program Non-Compliance and Disallowed Costs:

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TXCDBG requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties.

If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

IN TESTIMONY HEREOF, they have executed this AMENDMENT NO. 1, the ___ day of _____, 2024.

PANHANDLE REGIONAL PLANNING COMMISSION

By _____

Michael J. Peters, Executive Director

The City of Example

By _____

John Doe, Mayor

ITEM 11

MEMORANDUM

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Alex D. Guerrero, Local Government Services Director
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 11
Recruitment Services Interlocal Contract – City of Dumas

BACKGROUND

In recent years PRPC Staff has assisted many cities in the Texas Panhandle with administrative services, ranging from contractual city management services to city manager searches to master parks planning. One of the most increasingly demanded services is assistance with the recruitment of professional staff by Cities. Recently, the PRPC was approached by both the City of Dumas to conduct a professional search for their new Finance Director.

The City of Dumas has considered the PRPC's scope of services as it relates to assistance with a professional search and have authorized an interlocal agreement to perform these services. The inclusion of this agenda item will allow the PRPC Board of Directors to consider entering into an interlocal agreement with the City of Dumas for PRPC to continue to work with and assist them in this process.

The contract will be focused so that the services can be rendered expeditiously and in a quality manner so that the City can resume normal operations quickly. Compensation will be rated at \$65.00 per hour with job postings and travel compensated additionally with a set floor and ceiling to ensure that both parties mutually benefit from the agreement.

The following options will be made available for inclusion in contracts:

Search Services

1. Develop a Job Description
2. Post the Position notice as directed by the City.
3. Receive copies of all applications submitted to the City and review them.
4. Set up interviews with qualified candidates.
5. Check references and internet history as directed by the City.
6. Make recommendations on a short list of qualified applicants.
7. Contract negotiations with a qualified applicant.
8. On-site services as required by the City Council related to the Search.

RECOMMENDATION

PRPC staff recommends that the PRPC Board of Directors authorize the Executive Director to execute an Interlocal Cooperation Contract with the City of Dumas and to conduct a formal Finance Director Search.

INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT
FOR PROFESSIONAL SERVICES

THE STATE OF TEXAS

§
§
§

AGREEMENT FOR SERVICES

COUNTY OF POTTER

WHEREAS, this Contract is made and entered into this the 5th day of December, 2023 by and between the City of Dumas, acting by its duly authorized City Manager, after obtaining a vote of its governing body authorizing this contract and the PANHANDLE REGIONAL PLANNING COMMISSION (PRPC), a political subdivision of the State of Texas organized under Chapter 391 of the Texas Local Government Code, acting by its duly authorized Executive Director; and,

WHEREAS, both parties to this Contract are local governments as defined in Chapter 791 of the Texas Government Code, and this Contract is entered into pursuant to the provisions of said Code which is commonly referred to as The Interlocal Cooperation Act; and,

WHEREAS, the City of Dumas is desirous of and the PRPC is agreeable to the provision of professional assistance in conducting a Professional Search and to serve under this contractual relationship to the City of Dumas in the capacity of assisting the City identify a suitable Finance Director Candidate.

NOW, THEREFORE PRPC agrees to provide the following described professional services to the City of Dumas. These services will be provided in accordance with the terms and conditions set forth in this agreement.

I. SCOPE OF SERVICES - Services to the City of Dumas are to be provided as follows:

A. Professional Search Services

1. Reviews and/or develop a job description for the Finance Director Position for the City
2. Solicit qualified applicants for the Finance Director Position of the City of Dumas
3. Review copies of all applications/resumes submitted to the City
 - Prioritize & Group applications based on qualifications therein
 - Either through the PRPC matrix or operating in concert with the Texas Finance Director Association, provide groupings to the Dumas designated interview team
4. Assist in the interviewing of qualified candidates.
 - Schedule interviews with candidates as requested by the City
 - Develop and provide standard interview questions to the Dumas designated interview team
5. Check references on qualified candidates as directed by the City.
6. Conduct Internet background check on shortlist of applicants as directed by the City.
7. Make recommendation on a short list of qualified candidates.
8. Contract negotiations with a qualified candidate as directed by the City.
9. On-Site services as required by the City Council related to the Search.

B. The PRPC will provide to the City of Dumas the pro-rated services of one (1) full time employee. This individual will be the point of contact and responsible for delivery of all contracted services to the City.

In addition to the PRPC staff person used to perform the services described above, the PRPC will support the Consulting with internal departmental resources to ensure that these services are fully provided. No additional fee will be incurred by the City of Dumas for these resources.

Posting of the job notices that may incur costs associated with this process at the request of the City will be documented by PRPC Staff and included in the final services billing issued to the City of Dumas at the City's expense.

II - Time of Performance and Commitment

This contract will begin on December 5th, 2023 and will proceed through March 5th, 2023 as needed. The time commitment from the PRPC will be on as needed basis per week/month as determined by the City of Dumas, for a total of up to three months. Additional time may be negotiated by both parties as agreed upon.

III. COMPENSATION

In consideration of the services described in the foregoing paragraphs to be rendered by PRPC to the City of Dumas, the City of Dumas agrees to make the following payment to PRPC from City funds:

- A. The PRPC will invoice the City of Dumas in a final lump sum based on hours of service accrued over the life of this contract provided at the rate of \$65.00 per hour.
 - a. A minimum of \$3,000 shall be charged for service accrued.
 - b. A ceiling of \$7,500 shall be charged for service accrued.
 - c. The minimum and ceiling may be modified by mutual action of the City Council and PRPC Board of Directors as necessary.
- B. Additional Services - Additional services may be arranged through the mutual consent and approval of the City of Dumas and the PRPC to provide services which are in addition to those detailed in Section I. Such services will be available at an hourly rate of \$65.00 or at an agreed upon lump-sum cost. In no case will the PRPC undertake additional services without the consent and approval of the City of Dumas.
- C. Travel - Cost of travel to, from, and within the City resulting from the delivery of services will be borne by the City of Dumas. Travel required for service delivery identified under Section I will be billed to the City of Dumas at the current rate prescribed by the United States Internal Revenue Service under the federal income tax regulations. The invoice for travel cost reimbursement will detail the number of miles traveled for services and will be on a direct reimbursement basis. Other travel costs, if required, will be limited to only those costs which would be allowed under standard PRPC and State of Texas travel policies.

IV. TERMINATION CLAUSE

Either the City of Dumas or the PRPC may terminate this contract in its entirety by providing the other party written notice of termination thirty (30) days prior to the effective date of termination. Payment will be on a pro-rata basis up to the date of termination of this contract. The PRPC shall deliver to the City of Dumas all products, reports, and working documents developed on behalf of the City prior to the termination date.

V. SEVERABILITY CLAUSE

Should any one or more provisions of this contract be held to be null, void, or for any reason whatsoever unenforceable, such provision(s) shall be construed as severable from the remainder of this contract and shall not affect the validity of all other provisions of this contract, which shall remain in full force and affect.

VI. WAIVER OF EXTRA-CONTRACTUAL LIABILITY

The PRPC shall not be held liable or responsible for the performance or background of any individual or candidate submitting application, being interviewed, or hired for the City of Dumas's Finance Director Position. Any individual submitting application to, being interviewed for, or hired by the City of Dumas shall be held accountable under all applicable state, federal, and local ordinances and policies by the City of Dumas and not PRPC. Authorized representatives of the City of Dumas are responsible for the final selection of the Finance Director, and all liability associated with this hiring process remains with the City of Dumas.

VII. GENERAL PROVISIONS

It is expressly understood and agreed by the parties hereto that they are independent contractors; and that nothing contained herein should be construed as giving rise to a partnership or joint venture.

This agreement will in no way replace or forego any existing agreements or relationships currently entered into by the City of Dumas and the PRPC.

PRPC shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as supplemented by Section 5.154 of the Management Standards.

PRPC shall give the Comptroller General of the United States, the Auditor of the State of Texas, the auditor of the City of Dumas, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by PRPC or pertaining to this Contract. Such rights to access shall continue as long as the records are retained by PRPC and PRPC agrees to maintain such records in an accessible location.

PRPC shall fully comply with all relevant provisions of: Equal Employment Opportunity laws, Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act, and Section 3 requirements regarding employment, training, and business opportunities.

PRPC and no official or employee thereof shall have any personal financial interest, direct or indirect, in this Contract; and PRPC shall take steps to assure compliance.

EXECUTED this 5th day of December, 2023.

City of Dumas, Texas

By _____
The Honorable Bob Brinkmann, Mayor
City of Dumas, Texas

PANHANDLE REGIONAL PLANNING COMMISSION

By _____
Michael J. Peters, Executive Director,
Panhandle Regional Planning Commission

ITEM 12

MEMORANDUM

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Alex Guerrero, Local Government Services Director
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 12
Resolution Authorizing the Filing of Applications with the Federal Transit Administration for Federal Transportation Assistance – 2021 ICAM Pilot Program

BACKGROUND

PRPC has established the Panhandle Regional Organization to Maximize Public Transportation (PROMPT) to guide the regional public transportation planning process. The regional planning efforts undertaken by PRPC have identified transportation for non-emergency medical appointments as a need since the first iteration of the transportation plan in 2006.

In December 2021, the Panhandle Regional Organization to Maximize Public Transportation (PROMPT) board authorized the submission of an application through the Federal Transit Administration (FTA) 2021 Innovative Coordinated Access and Mobility (ICAM) program for the development and pilot of a ride-share voucher program. Project elements include the full development of a voucher program for transit riders to use a ride share service or taxi when a ride is unavailable on the traditional transit service. Additionally, this includes the purchase of an ADA accessible vehicle to be utilized during the pilot phase of the program and planning funds for PRPC Staff to develop a turn-key voucher program including staffing plans, intake forms, agreements with vendors, etc.

The application was developed through the planning process of the Regionally Coordinated Transportation Plan. Project partners in coordination on this project will include the City of Amarillo and Panhandle Community Services, along with the members of the PROMPT board.

At this stage, FTA requires that the PRPC Board of Directors as the governing body adopt the accompanying resolution authorizing the filing of applications with FTA for federal transportation assistance in the form of projects, annual certifications and assurances and any associated documents by the FTA to the governing body of the applicant.

The ride-share voucher pilot program has been preliminary accepted for funding and the next phases of acceptance requires the adoption of this resolution to establish PRPC on the Transit Award Management System (TrAMS), and the Electronic Clearing House Operation (ECHO) services through FTA. Additionally, upon the acceptance of supplemental documentation, a subsequent funding contract will be available for execution and approval.

RECOMMENDATION:

PRPC staff recommends that the Board of Directors adopt a resolution for establishment of the PRPC to the TrAMS and ECHO systems and subsequent execution by the Executive Director upon FTA's funding contract contingent on acceptance of the required supplemental documentation.

1. AUTHORIZING RESOLUTION.

Resolution No. 23-12-07-01

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost;

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE PANHANDLE REGIONAL PLANNING COMMISSION BOARD OF DIRECTORS,

1. That the PRPC Executive Director is authorized to execute and file an application for federal assistance on behalf of the Panhandle Regional Planning Commission with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration. (If the applicant is requesting Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307, either alone or in addition to other federal assistance administered by the Federal Transit Administration, the resolution should state whether the applicant is the designated recipient as defined by 49 U.S.C. 5307(a)(2), or whether the applicant has received authority from the designated recipient to apply for Urbanized Area Formula Program assistance.)
2. That PRPC Executive Director is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That PRPC Executive Director is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the Panhandle Regional Planning Commission.



FTA C 9030.1E
DATE 1/16/2014

D-3

CERTIFICATION

The undersigned duly qualified PRPC Executive Director, acting on behalf of the Panhandle Regional Planning Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the

The Panhandle Regional Planning Commission Board of Directors meeting held on December 7th, 2023.

(Signature of Recording Officer)

(Title of Recording Officer)

(Date)

ITEM 13

MEMORANDUM

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Alex D. Guerrero, Local Government Services Director
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 13
Texas Community Development Block Grant - State Urgent Need
Fund Program Interlocal Contract Amendment Project Management
Services

BACKGROUND

In August of this year, this body passed a no-cost interlocal agreement for application development for the Texas Department of Agriculture's State Urgent Need (SUN) Fund Program to comply with TDA requirements pertaining to procurement. This interlocal agreement was designed to be easily amended contingent upon funding for project management services.

Just recently, PRPC received notification that the City of Perryton would be receiving a TDA contract for their TxCDBG SUN Fund Program in the amount of \$500,000 for the 2023 program year. The project scope is to demolish (7) structures that were severely impacted by the tornado located on Perryton's Main Street and will be rebuilt with potential funding from the Economic Development Administration disaster funding to incorporate a small business incubator and accelerator for existing businesses affected by the tornado and in addition include retail spaces to begin the rebuild of Perryton's local economy.

This agenda item is to allow for the authorization of the Interlocal Amendment to carry out the administrative function and project management activities should the below project receive grant funding. These activities are outlined in detail in the attached sample amendment and consist of:

- Project Management
- Financial Management
- Environmental Review
- Acquisition
- Construction Management
- Fair Housing/Equal Opportunity
- Audit/Close-out Procedures

The table below includes the project type, amount of TxCDBG funding, the match amount committed by the City of Perryton, and the amount that will be paid to the PRPC for general administration functions associated with the grant.

Entity	Project	Specifics	CDBG	Match	Admin
City of Perryton	Demolition	Demolition of 7 Structures	\$500,000	\$223,375	\$35,000

RECOMMENDATION

PRPC staff recommends that the Board of Directors authorize the Executive Director of the PRPC to execute the interlocal agreement amendment for the City of Perryton should they receive a TxCDBG contract for PRPC to provide TxCDBG administration services.

ATTACHMENT A

**AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT
FOR TxCDBG PROJECT ADMINISTRATION
BETWEEN
PRPC
AND
CITY OF EXAMPLE**

THIS AMENDMENT made as of _____, 2024 to the CONTRACT dated MM/DD/2024, between the City of Example (The City) and PRPC.

Owner and PRPC agree as set forth below, to the amended language of the Agreement for Services and Terms and Conditions.

AGREEMENT FOR SERVICES

NOW, THEREFORE PRPC agrees to provide the following described management services to the City of Example, TxCDBG Contract No. [INSERT HERE] (the "TxCDBG Contract"), to-wit:

A. Project Management

1. Develop a record-keeping system consistent with program guidelines, including the establishment and maintenance of a filing system.
2. Provide general advice and technical assistance to the City of Example personnel on implementation of project and regulatory matters.
3. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
4. Furnish the City of Example with necessary forms and procedures required for implementation of project.
5. Assist the City of Example in meeting all special condition requirements that may be stipulated in the contract between the City of Example and the Texas Department of Agriculture (TDA).
6. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract, if required.
7. Conduct required re-assessment of environmental clearance for any program amendments.
8. Prepare and submit quarterly reports (progress and minority hiring).
9. Prepare Recipient Disclosure Report form for the City of Example signature and submittal.
10. Establish procedures to document expenditures associated with local administration of the project.
11. Provide guidance and assistance to the City of Example regarding acquisition of property.
 - Submit required reports concerning acquisition activities to TDA
 - Establish a separate acquisition file for each parcel of real property acquired
 - Determine necessary method(s) for acquiring real property

- Prepare correspondence to the property owners for the City of Example's signature to acquire the property or to secure an easement
 - Assist the City of Example in negotiation with property owner(s)
12. Serve as liaison for the City of Example during any monitoring visit by staff representatives from either TDA or the United States Department of Housing and Urban Development.

B. Financial Management

1. Assist the City of Example in proving its ability to manage the grant funds to the State's audit division.
2. Assist the City of Example in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City of Example in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Review invoices received for payment and file back-up documentation.
5. Prepare all fund drawdowns on behalf of the City of Example in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
6. Provide general advice and technical assistance to the City of Example personnel on implementation of project and regulatory matters.
7. Assist the City of Example in establishing procedures to handle the use of any TXCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 projects in flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for the City of Example-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist the City of Example in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist the City of Example in determining whether and/or what TXCDBG contract activities will be carried out in whole or in part via force account labor.

- Assist the City of Example in determining whether or not it will be necessary to hire temporary employees to specifically carryout TXCDBG contract activities.
 - Assist the City of Example in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist the City of Example in documenting compliance with all federal and state requirements related to equal employment opportunity.
 3. Assist the City of Example in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
 4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
 5. Request wage rates from TDA.
 6. Provide sample TXCDBG contract documents to engineer.
 7. Advertise for bids.
 8. Make ten-day call to TDA.
 9. Verify construction contractor eligibility with TDA.
 10. Review construction contract.
 11. Conduct pre-construction conference and prepare minutes.
 12. Submit any reports of additional classification and rates to TDA.
 13. Issue Notice of Start of Construction to TDA.
 14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
 15. Process and submit change orders to TDA prior to execution.
 16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.

F. Fair Housing/Equal Opportunity

1. Assist the City of Example in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

G. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, Recipient Disclosure/Update Report, and Certificate of Construction Completion.
2. Assist the City of Example in resolving any monitoring and audit findings.
3. Assist the City of Example in resolving any third-party claims.

In consideration of the services described in the foregoing paragraph to be rendered by PRPC, to the City of Example, the City of Example agrees to make the following progress payments from current revenue totaling **\$35,000.00** to PRPC:

1. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract is to be paid upon completion of the startup activities associated with the TXCDBG grant which includes: TXCDBG Contract approval/depository and authorized signatory designation procedures; Direct Deposit authorization procedures; establishment of financial management procedures; all fair housing and

equal opportunity procedures; establishment of citizen participation process; authorization of the Labor Standards Officer; adoption of complaint procedures for the purposes of TXCDBG grant; and determination of compliance with applicable federal, state, and local laws and regulations.

2. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract is to be paid upon completion of securing all professional services associated with the TXCDBG grant including the participation of minority-owned, female-owned, and local businesses.
3. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of establishment of program and project files; assignment of roles and responsibilities; acquisition of any necessary property; completion of the environmental review requirements; and participant income verification (if applicable).
4. Twenty (20.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon receipt of construction bids and the award of a construction contract.
5. Twenty (20.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of monitoring labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports.
6. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of construction activities, inspection, acceptance, and project close-out procedures.
7. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of monitoring review activities and receipt of the Administratively Complete Letter by the City.

It is expressly understood and agreed by the parties hereto that they are independent contractors; and that nothing contained herein should be construed as giving rise to a partnership or joint venture.

PRPC shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as amended August 29, 1997, as supplemented by Section 5.154 of the Management Standards.

PRPC shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, TDA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by PRPC or pertaining to this Contract. Such rights to access shall continue as long as the records are retained by PRPC and PRPC agrees to maintain such records in accessible location.

PRPC shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as amended August 29, 1997, as supplemented by Section 5.154 of the Management Standards.

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TERMS AND CONDITIONS

Federal Civil Rights Compliance

During the performance of this Contract, PRPC agrees as follows related to activities associated with TXCDBG contract #TBD:

Equal Employment Opportunity:

1) PRPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. PRPC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PRPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) PRPC will, in all solicitations or advertisements for employees placed by or on behalf of PRPC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) PRPC will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with PRPC's legal duty to furnish information.

(4) PRPC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of PRPC's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) PRPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) PRPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of PRPC's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and PRPC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) PRPC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PRPC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction by the administering agency PRPC may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, national origin or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, national origin, sex or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 3, Compliance in the Provision of Training, Employment and Business Opportunities:

1. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended and 12 U.S.C, 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project.
2. The parties to this contract will comply with the provision of said Section 3 and the regulation issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the TDA issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are in no contractual or other disability which would prevent them from complying with these requirements.
3. PRPC will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. PRPC will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. PRPC will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, for such assistance, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which the federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Section 503 (if \$10,000 or Over) Affirmative Action for Employment of Qualified Individuals with Disabilities (29 USC 793):

1. PRPC will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. PRPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination in practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. PRPC agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of PRPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. PRPC will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Local Program Liaison:

For purposes of this contract, John Doe, Mayor, will serve as the Local Program Liaison and primary point of contact for PRPC. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

Access to Information/Records:

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to PRPC by the City and its agencies. No charge will be made to PRPC for such information and the City and its agencies will cooperate with PRPC in every way possible to facilitate the performance of the work described in this agreement.

PRPC, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

The grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of PRPC which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payment and all other pending matters are closed.

Debarment and Suspension:

A contract must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management, in accordance with the OMB guidelines at 2 CFR

180 that implement Executive Order 12549 and 12689 “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Resolution of Program Non-Compliance and Disallowed Costs:

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TXCDBG requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties.

If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

IN TESTIMONY HEREOF, they have executed this AMENDMENT NO. 1, the ___ day of _____, 2024.

PANHANDLE REGIONAL PLANNING COMMISSION

By _____

Michael J. Peters, Executive Director

The City of Example

By _____

John Doe, Mayor

ITEM 14

MEMORANDUM

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Daphne Morcom, Regional Services Program Specialist
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 14
FY2024-2025 Regional Solid Waste Management Program Application
Resolution

BACKGROUND:

Each year the PRPC receives funds from the Texas Commission on Environmental Quality (TCEQ) to administer the Regional Solid Waste Grant Program. At the beginning of each biennium, PRPC must officially apply for and justify the funds necessary to administer the regional program. Before this application is submitted, the Board of Directors considers a resolution showing support for their region's Solid Waste Grants Program and for the submission of the application to TCEQ. Once the application is approved, it will become a binding part of the PRPC's contract with TCEQ for the FY2024/2025 biennium.

For the FY2024/2025 Biennium, the PRPC will apply for funds from the TCEQ. These funds will be utilized for staffing the administration of the Regional Solid Waste Grant Program, the Panhandle Environmental Partnership as well as implementation grants in the region to support the goals of the Regional Solid Waste Management Plan.

Attached you will find a copy of the list of eligible categories for the Implementation Grant Program. A resolution for your consideration is also attached.

RECOMMENDATION:

PRPC staff recommends the PRPC Board of Directors consider a resolution authorizing the submittal of the FY2024-2025 Regional Solid Waste Management Program Application and authorizing the Executive Director to sign the contract for the biennium.

Attachment 1

FY 2024-2025 Regional Solid Waste Grant Program Application Resolution

FY 2024 Eligible Categories

- 1) **Category 1: Recycling and Waste Reduction Projects** - This category may include projects which provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for recycling or reuse, or by reducing waste generation at the source.
- 2) **Category 2: Composting and Wood/Yard Waste Reduction Projects** - This category may include projects that provide a direct and measurable affect on reducing the amount of waste going into landfills, by diverting various organic materials from the municipal solid waste stream for beneficial reuse, composting, mulching, or reducing waste generation at the source.
- 3) **Category 3: HHW (Household Hazardous Waste) Projects** - This category includes projects which provide a means for the collection, recycling, reuse, or proper disposal of household hazardous waste, including home chemicals and other materials. This category may also include events conducted under the TCEQ's Texas Country Cleanup program. Projects may include permanent collection facilities, periodic collection events, consolidation and transportation of collected materials, recycling or reuse of materials, proper disposal of materials, and education and public awareness programs.
- 4) **Category 4: Local Enforcement Projects** - This category consists of projects which contribute to the prevention of illegal dumping of MSW, including liquid wastes. Under this category, grant recipients would investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of MSW, including liquid waste; establish a program to monitor the collection and transportation of municipal liquid wastes, through administration of a manifesting system; and/or educate the public on illegal dumping laws and regulations.
- 5) **Category 5: Litter and Illegal Dumping Cleanup Projects** - This category may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Projects under this category may support local events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup program. Eligible expenses include waste removal, disposal or recycling of removed materials, fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Cleanup of hazardous waste will not be eligible for funding.
- 6) **Category 6: Rural Waste Management Projects** - This category includes projects to construct MSW collection facilities in areas of the state that are underserved by collection services or lack public access to proper disposal facilities. Periodic community collection events, to provide for collection of residential waste materials for which there is not a readily-available collection alternative, may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Collection events may be held no more frequently than four times per year and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, are not picked up under the regular collection system.
- 7) **Category 7: Technical Studies and Local Solid Waste Management Plans** - Projects that include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input and recommended actions, to assist in making solid waste management decisions at the local level can be considered under this project category. However, the costs involved with the final engineering work, designs or construction plans for a specific facility would not be eligible under this project category.

Please note that any projects proposed for funding under the FY 2024 program must first ensure that the implementation of that program will not place an existing private solid waste business at a competitive disadvantage.

RESOLUTION No. 23-12-07-02

A RESOLUTION AUTHORIZING AND SUPPORTING AN APPLICATION TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR FUNDS TO SUPPORT REGIONAL SOLID WASTE MANAGEMENT COORDINATION AND PLAN IMPLEMENTATION PROJECT ACTIVITIES IN THE TEXAS PANHANDLE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT SAME.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Panhandle Regional Planning Commission:

1. That the Panhandle Regional Planning Commission Board of Directors has reviewed this application and has duly authorized its submission to the Texas Commission on Environmental Quality; and
2. That the Panhandle Regional Planning Commission's Board of Directors finds that all activities and related expenses included in this application will serve to implement the goals, objectives, and recommendations of the regional solid waste management plan and the state solid waste management plan; and
3. That the Panhandle Regional Planning Commission will continue to comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services, competitive purchasing requirements and financial and program reporting requirements during the FY 2024 – FY 2025 grant period; and
4. That the grant funds provided to the Panhandle Regional Planning Commission will be used only for the purposes for which they are provided; and
5. That the Executive Director of the Panhandle Regional Planning Commission has been duly authorized to execute all documents pertaining to this application.

CONSIDERED AND APPROVED THIS 7th DAY OF DECEMBER, 2023.

Salvador Rivera, Chairman
Panhandle Regional Planning Commission
Board of Directors

ATTEST:

Pat Sims, Secretary/Treasurer
Panhandle Regional Planning Commission
Board of Directors

ITEM 15

MEMORANDUM

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Daphne Morcom, Regional Services Program Specialist
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 15
FY 2024 Regional Solid Waste Grant Program Application Resolution

BACKGROUND:

As directed by the Texas Health and Safety Code, one-half of the Municipal Solid Waste (MSW) fee revenue collected by the Texas Commission on Environmental Quality (TCEQ) is dedicated to a regional grant program supporting projects that promote recycling and other activities to extend the life of landfills. Each biennium funds are made available to the following eligible applicants: cities, counties, school districts, special districts with oversight regarding water and Council of Governments. As an eligible applicant, the PRPC would like to apply for Solid Waste Grant funds in the FY 2024 grant cycle.

In years past, the PRPC has made an application and received funding under this grant program to fund the Regional Marketing and Transportation Program. The main purpose of the program is to facilitate the shipment of baled recyclable materials and loose scrap metal from the region to various end-market/intermediate buyers. The goal will be met by achieving the following key objectives:

1. PRPC staff will coordinate and schedule the shipment of bales/metals from those recycling communities in the Panhandle that participate in the regional PEP recycling contracts, and;
2. The PRPC will use the funds requested to offset the cost of transporting materials to end-market buyers and marketing the practice of recycling within the region.

PRPC staff is requesting Board authorization to submit another two-year solid waste grant application to support the Regional Marketing and Transportation Program costs during the FY 24/25 period. The application amount will be \$5,000.00. These funds will be used solely for the purpose of covering transportation and marketing costs. With the decrease in commodity costs during recent years, we anticipate transportation costs will increase over the next 2 years, thereby justifying the grant request.

Attached for your consideration is a resolution that could be used to authorize the submission of the application. If approved, PRPC staff will submit and present this application to the Regional Solid Waste Management Advisory Committee to be considered for recommended funding through the Fiscal Year 2024 Solid Waste Grant Program Competition.

RECOMMENDATION:

PRPC staff recommends that the PRPC Board of Directors pass a resolution authorizing the submission of the Regional Marketing and Transportation Program grant application for consideration under the FY24 Regional Solid Waste Grants Program competition.

RESOLUTION
23-12-07-03

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE PANHANDLE REGIONAL PLANNING COMMISSION (PRPC) AUTHORIZING THE SUBMISSION OF A FY2024 GRANT APPLICATION FOR CONSIDERATION OF FUNDING UNDER THE PANHANDLE REGIONAL PLANNING COMMISSION'S (PRPC) REGIONAL SOLID WASTE GRANTS PROGRAM AND AUTHORIZING THE EXECUTIVE DIRECTOR TO REPRESENT THE PRPC IN ALL MATTERS PERTAINING TO THIS APPLICATION.

WHEREAS, the citizens of the State of Texas, either directly or indirectly, pay into a state-managed solid waste tipping fee fund which provides the Texas Commission on Environmental Quality (TCEQ) the funding to administer a variety of programs designed to afford the state a higher degree of environmental protection; and

WHEREAS, a portion of these TCEQ-administered tipping fee funds have been made available to the state's local governments through the regional councils of governments of Texas to provide grants for regional/local solid waste management projects; and

WHEREAS, the primary intent of these grant funds is that they be used to implement/enhance programs at the regional/local level which promote the management goals of the regional and state solid waste plans; and

WHEREAS, the PRPC is eligible to receive these funds and desires to undertake a program which advances the solid waste management goals and objectives of the state solid waste management plan and the Panhandle Regional Solid Waste Management Plan.

NOW THEREFORE, be it resolved by the Board of Directors of the PRPC:

1. That the Board of Directors has reviewed the project details and has duly authorized the submission of a grant application to be considered under the PRPC's Regional Solid Waste Grant Program.
2. That PRPC is applying for funds to equip and implement a program to be known as the
3. That the Board of Directors designates the PRPC Executive Director to act as its duly authorized representative in all matters pertaining to this application.
4. That any grant funds received will be used for their intended purpose.
5. That as a condition of funding, the PRPC agrees to provide the necessary certifications and assurances required by the TCEQ.

CONSIDERED AND APPROVED THIS 7th DAY OF DECEMBER, 2023.

Salvador Rivera, Chair
Panhandle Regional Planning Commission

Attest

Pat Sims, Secretary/Treasurer
Panhandle Regional Planning Commission



ITEM 16

MEMORANDUM

DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Delaney Pruett, Regional Emergency Management Planning Program Coordinator
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 16
IPAWS Standard Operating Procedure for the PARIS WENS Mass Notification System

BACKGROUND

This summer, we presented a contract to the Board of Directors to enter into an agreement with Inspiron Logistics to provide their WENS Mass Notification Platform to local officials in the region. This system replaced the PARIS i-INFO system and was implemented October 1, 2023. The transition is going well! As we get the new product set up, one additional communication pathway we would like to provide for the region's emergency management officials is IPAWS.

IPAWS stands for the Integrated Public Alert and Warning System, and its FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts (WEA), to radio and television via the Emergency Alert System (EAS), and on the NOAA Weather Radio. To obtain the permission to send IPAWS messages, you need to have a system capable of sending these messages, take a training course to learn how to send messages effectively, and execute a Memorandum of Agreement (MOA) with FEMA (federal) and TDEM (state) authorities. Each jurisdiction can apply for IPAWS permissions on their own, but there is also a regional approach to this system that would make the administration side easier. Since we have a regional mass notification tool, we can apply for IPAWS permissions at the regional level and add this capability to each County. To accomplish this, we will still need to have every County complete the required training and sign on to our Standard Operating Procedure (SOP) on what is and is not allowed to be sent on this platform.

The IPAWS SOP is being presented today for approval from the Board of Directors before being sent to the jurisdictions in the region. Because we will be allowing many jurisdictions to use our permissions, this document is necessary to explain the guidelines. We do not want the permissions revoked for any reason, as this could impact not only the County involved in the miscommunication, but other counties in the region. Additionally, FEMA only requires the Alerting Authority (PRPC in this case) to complete the monthly test and training, but we will also require a monthly test and continual training at the County level

to ensure officials know how to send messages when needed. This document outlines the following:

- The content and types of messages allowed to be sent on the platform.
 - Only warnings for an imminent threat and/or public safety incident and the corresponding protective actions can be sent through this system.
- The required and recommended training for the system as well as a routine testing guideline and a record retention policy.
- The approved personnel able to send messages on behalf of the county.

RECOMMENDATION:

PRPC Staff recommends this document be approved by the Board of Directors and authorize staff to send the document out to participating jurisdictions for participation in the IPAWS alerting system through the PARIS WENS mass notification system.

PARIS Mass Notification System

IPAWS Standard Operating Procedure

Updated: December 2023

1. Purpose

The purpose of this Standard Operating Procedure (SOP) is to establish guidelines for the issuance and management of Integrated Public Alert and Warning System (IPAWS) notifications with the PARIS regional mass notification system.

2. Scope

This SOP applies to all personnel responsible for initiating, managing, and disseminating IPAWS notifications through the PARIS Mass Notification System.

3. Responsibilities

- Panhandle Regional Planning Commission (PRPC)
 - Designate authorized personnel to initiate IPAWS alerts.
 - Ensure compliance with IPAWS standards and regulations.
 - Coordinate with participating jurisdictions to establish communication protocols.
 - Regularly review and update contact information for authorized alert initiators.
- Alert Initiators
 - Receive training on IPAWS alerting procedures, including FEMA's IS-247 course.
 - Maintain up-to-date contact information with the PRPC.
 - Initiate IPAWS notifications only in accordance with pre-defined criteria and protocols found in Appendix A and the County/City policy.
 - Test alerting capabilities at least once per month to ensure proper functionality.
- Participating Jurisdictions' Local Officials
 - Work with Alert Initiators to define criteria and protocols for alert dissemination for the jurisdiction.
 - Approve templates and pre-scripted messages for dissemination during various emergency incidents.

4. Activation Procedures

- Alerts should be initiated based on pre-defined criteria, such as severe weather events, public safety threats, or other emergencies.
- Initiators must use the authorized IPAWS alerting platform to compose and disseminate alerts.

5. Content Guidelines

- Alerts must contain clear and concise information.
- Follow the Common Alerting Protocol (CAP) standards for message structure.
- Include information on the nature of the alert, affected areas, recommended actions, and expected duration.
- Messages and templates that have been pre-approved by local officials should be used when possible.

6. Coordination and Communication

- The PRPC will maintain open lines of communications with participating jurisdictions and establish regular coordination meetings and trainings to discuss alerting protocols, updates, and any challenges faced.

7. Training and Exercises

- All personnel involved in the alerting process must receive regular training on IPAWS procedures and platform usage. A training log and any course certificates should be kept on file at all times.
- FEMA hosts several webinars each year on IPAWS and effective communication with the public for additional training and review opportunities.
- PRPC and Alert Initiators will conduct regular exercises to test the system's functionality and the preparedness of personnel.

8. Testing and Maintenance

- PRPC and Alert Initiators will regularly test (at least every 30 days) the IPAWS alerting platform to ensure its operational and retain documentation on these tests.
- Routine maintenance of the platform will be conducted on a regular basis to ensure continued reliability.

9. Documentation and Reporting

- Maintain records of all IPAWS alerts, including initiation times, content, and dissemination results.
- Report any issues of discrepancies to the PRPC for investigation and resolution.

10. Review and Update

- Periodically review and update this SOP to reflect changes in technology, regulations, or organizations structure.

11. Approval and Distribution

- This SOP requires approval from the participating jurisdiction's local officials before implementation.
- Distribute the SOP to all personnel involved in the alerting process and ensure they have access to the latest version.

By adhering to this SOP, the PARIS Mass Notification system can ensure the efficient and effective use of IPAWS for disseminating critical alerts across multiple jurisdictions.

PARIS Mass Notification System

IPAWS Standard Operating Procedure

Authorization Form

County: _____

Date: _____

Approved IPAWS Alert Initiators

Title

I, _____, certify that the approved alert initiators will follow the training, testing and documentation guidelines set forth in this Standard Operating Procedure document. Additionally, local officials will work to approved pre-defined messages and templates for alert initiators to send during emergency situations. If the county does not follow the SOP, access to IPAWS through the PRPC may be discontinued.

Signature: _____

Name and Title: _____

Approved by the PRPC Board of Directors in [month] [year].

ITEM 17

MEMORANDUM

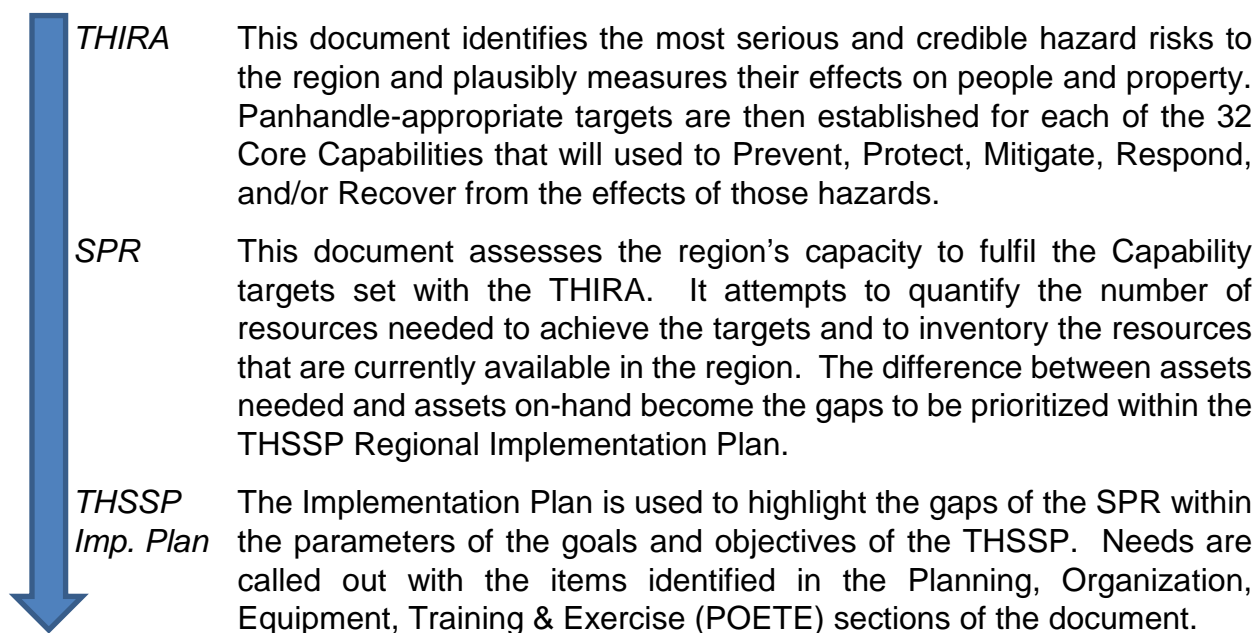
DATE: December 7, 2023
TO: PRPC Board of Directors
FROM: Lori Gunn, Regional Services Director
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Agenda Item 17
2024 Texas Homeland Security Strategic Plan – Panhandle Regional Implementation Plan Resolution

BACKGROUND

Each year, in preparation for the annual State Homeland Security Program (SHSP) grant program, the region must develop three unique but related plan updates. They are 1) the Threat & Hazard Risk Identification and Analysis (THIRA); 2) the Stakeholder Preparedness Review (SPR); and, 3) the Texas Homeland Security Strategic Plan (THSSP) Regional Implementation Plan.

The intent of these plans is to identify the homeland and preparedness issues and needs of chief concern to the Panhandle. The plans are then used to inform the prioritization of projects aimed at addressing those issues when the next allocation of SHSP funding is made to the region.

The planning process progresses along this path.



In 2020, the State notified us that going forward, the THIRAs would only have to be updated every third year; unless of course, we wished to do so more often. This year the PREMAC and PRPC staff worked to update both the THIRA and SPR.

When the PREMAC met on October 12th, they reviewed both plans and approved their submission to the State, in large part; as they had been written and approved last year. The 2023 THIRA and 2023 SPR both had to be submitted to the Texas Office of Homeland Security by November 30, 2023.

The PREMAC also spent time reviewing and updating the THSSP Implementation Plan. There have been some recent changes made to the SHSP program that will complicate the Implementation Plan development process this year.

Six National Priorities have emerged over the past two years and all the Councils of Governments in Texas must now ensure that at least 30% of their FY23 SHSP allocation is invested across these six priority areas. They include:

- 1) Enhancing Community Preparedness & Resilience (at least 3% of the FY24 allocation);
- 2) Protection of Soft Target/Crowded Places (at least 3% of the FY24 allocation);
- 3) Intelligence and Information Sharing & Analysis (at least 3% of the FY24 allocation);
- 4) Combating Domestic Violent Extremism (3% under competitive area); and
- 5) Enhancing Election Security (3% under competitive area); and
- 6) Enhancing Cybersecurity (no applications thru SHSP for FY24).

In addition, the region must ensure that at least 35% of the annual allocation is spent on Law Enforcement Terrorism Prevention Activities (LETPA). In addition, to complicate matters further; our regional allocation continues to decline year-after-year.

Therefore, to a certain extent, we have to work backwards and integrate projects that meet the SHSP percentage requirements into the Implementation Plan. There are consequences for not meeting any or all of those requirements; that would result in the loss of funding to the region.

Now, the Implementation Plan is due to the State by December 31, 2023. The PREMAC met on November 28th, to review and approve the Implementation Plan; ahead the Board's December meeting.

RECOMMENDATION:

Staff recommends that the PRPC Board of Directors accept the recommendation from the Panhandle Regional Emergency Management Advisory Committee concerning the approval of the region's 2024 THSSP Implementation Plan. If accepted, the PRPC Board should document the approval of the plan with the passage of the attached resolution.

RESOLUTION

23-12-07-04

A RESOLUTION BY THE PANHANDLE REGIONAL PLANNING COMMISSION’S (PRPC) BOARD OF DIRECTORS ADOPTING THE PANHANDLE’S FY24 TEXAS HOMELAND SECURITY STRATEGIC PLAN (THSSP) REGIONAL IMPLEMENTATION PLAN

WHEREAS, in December, 2009, Governor Rick Perry signed into effect The Texas Homeland Security Strategic Plan (2010 – 2015) which is intended to better prepare Texas to prevent, respond to and recover from disasters, both manmade and natural, and serve as a “roadmap to navigate our new threat environment” in Texas throughout the life of the current plan document; and

WHEREAS, the THSSP has since been updated to serve the State for the 2021-2025 period; and

WHEREAS, the plan directs State agencies with homeland security responsibilities and the State’s 24 Councils of Governments (COG) to develop annual homeland security implementation plans that delineate specific actions and deadlines for the coming fiscal year to implement the priority actions of the State’s strategic plan; and

WHEREAS, the PRPC Board of Directors, through PRPC Administrative Regulation #36, has authorized the Panhandle Regional Emergency Management Advisory Committee (PREMAC) to provide general guidance and direction in regard to regional emergency management preparedness efforts in the Texas Panhandle; and

WHEREAS, the PREMAC has developed a draft regional plan in support of the State strategic plan and now recommends that the document be adopted by the PRPC Board as the Panhandle’s FY24 Implementation Plan as presented and used to direct homeland security implementation activities during the coming fiscal year.

NOW THEREFORE, be it resolved by the Board of Directors of the Panhandle Regional Planning Commission that:

1. The FY24 Regional Implementation Plan developed by the Panhandle Regional Emergency Management Advisory Committee be adopted and used to direct regional homeland security implementation activities throughout the 2024 program year.

CONSIDERED AND APPROVED THIS 7th DAY OF DECEMBER, 2023.

Salvador Rivera, Chairman
Panhandle Regional Planning Commission
Board of Directors

ATTEST:

Pat Sims, Secretary/Treasurer
Panhandle Regional Planning Commission