

Panhandle Regional
Planning Commission
Board of Directors
Thursday,
May 23, 2024



NOTICE OF MEETING

The regular meeting of the Board of Directors of the Panhandle Regional Planning Commission will be held on **Thursday, May 23, 2024, 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/82301007136?pwd=ZlFka0lrRENlZHNDY2JPbmE4SzNDQT09>

(Meeting ID: 823 0100 7136– Password 8063723381)

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>

A G E N D A

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 April 25, 2024.

5. PLANNING & SERVICE AREA 5 MEMBERSHIP MEETING AND ELECTION – PRPC BOARD MEMBER

Special breakout session for members, local officials, & public from Planning & Service Area 5 (Childress, Collingsworth, Donley, Gray, Hall, & Wheeler Counties) to elect a representative to the Panhandle Regional Planning Commission's Board of Directors for the unexpired term left vacant by the Mayor Dan Sams, City of Wheeler Mayor. (PSA 5 shall have a public breakout room available via the ZOOM interface)

6. **VOUCHERS**

Review and consideration of the acceptance of the vouchers for the month of April 2024.

7. **PRPC INVESTMENT FUNDS REPORT**

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

8. **AREA AGENCY ON AGING PROCLAMATION OF OLDER AMERICANS MONTH**

Proclamation of Older Americans Month to recognize and honor the old adults of the Texas Panhandle. OAM will be held May 24th, 2024, at the Amarillo Area Foundation headquarters. The immersive experience promises to ignite connections and honor the wisdom, resilience, and vibrant spirit of our older generation with a diverse array of vendors, enlightening speakers, and delightful activities.

9. **PANHANDLE REGIONAL 9-1-1 TEXT CONTROL CENTER PROVISIONING**

Consideration of the authorization of the Executive Director to provisionally authorize, based on funding availability, to enter into a contract with Intrado Life & Safety Solutions Corporation to provide TCC provisioning for the new CHE, not to exceed \$39,270.00.

10. **PANHANDLE ELECTRONIC WARRANT SYSTEM (PEWS) INTERLOCAL COOPERATIVE CONTRACT**

Consideration of the authorization of the Executive Director to execute the Interlocal Agreement for PEWS with Tulia Police Department and Swisher County Sheriff's Office.

11. **REGION-1 CANADIAN-UPPER RED REGIONAL FLOOD PLANNING GROUP FUNDING CONTRACT WITH THE TEXAS WATER DEVELOPMENT BOARD**

Consideration of the authorization of the Executive Director to execute a funding contract with the Texas Water Development Board to perform the TWDB approved Region-1 Flood Planning efforts for the development and adoption of the 2028 Region 1 Canadian-Upper Red Regional Flood Plan.

12. **GROUNDWATER MANAGEMENT AREA #1, PROFESSIONAL SERVICES CONTRACT AWARD**

Consideration of the authorization of the Executive Director to execute the Professional Services Contract with Intera, Inc. on behalf of GMA#1 for technical services to assist in developing and adopting the 2026 Desired Future Conditions for GMA#1.

13. **LOCAL PROJECT MANAGEMENT SERVICES INTERLOCAL CONTRACT – AMERICAN RESCUE PLAN FUNDING**

Consideration of the authorization of the Executive Director to execute the interlocal contract with Carson County for the Planning Commission to provide project management services for the Coronavirus State and Local Fiscal Recovery Funds.

14. **FIRE, AMBULANCE, AND SERVICE TRUCK FUND – INTERLOCAL AMENDMENT CONTRACTS FOR PROJECT MANAGEMENT SERVICES**

Consideration of the authorization of the Executive Director to execute amendments to the Interlocal Cooperation Contracts between PRPC and the cities of Quitaque and Adrian to provide administrative services for these FAST Fund projects.

15. **RESOLUTION FOR THE PURCHASE OF THE WORKFORCE BUILDING AND APPROVAL OF AN ECONOMIC DEVELOPMENT ASSOCIATION MORTGAGE AGREEMENT**

Consideration of the authorization of the Executive Director to purchase the property from Eddie Street LP and to enter into the required mortgage agreement with the Economic Development Administration.

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

A. Comments from the Executive Director.

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

- 04/26/2024 – Ombudsman CVO Training and Appreciation
- 04/30/2024 – MIPPA/TSAP Wellington Housing Authority
- 05/01/2024 – Caregiver Support Group Central Church of Christ
- 05/07/2024 – MIPPA/TSAP Shamrock Meals on Wheels
- 05/09/2024 – Ready Set Thrive Stratford Methodist Church
- 05/09/2024 – Panhandle Public Works Group Coordination Meeting
- 05/09/2024 – Groundwater Management Area (GMA) #1 Meeting
- 05/09/2024 – South Plains Regional Coordination Transportation Advisory Committee (SPRCTAC) Panhandle Rural Planning Organization Meeting (PROMPT)
- 05/12/2024 – Panhandle Regional 9-1-1 Advisory Committee Meeting
- 05/13/2024 – Older Americans Month Interview, The CHAT
- 05/14/2024 – Panhandle Rural Planning Organization Meeting (PROMPT)
- 05/20/2024 – Ready Set Thrive Quitaque Senior Citizens

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

- 05/24/2024 – Older Americans Month Celebration Amarillo Area Foundation
- 05/28/2024 – Matter of Balance UMC - Canyon
- 05/28/2024 – MIPPA/RST Widows Group - Amarillo
- 05/30/2024 – MIPPA/TSAP Channing Senior Citizens
- 05/31/2024 – Lunch and Learn Talk, Goodwill Resource Center
- 06/11/2024 – Ready Set Thrive, River Road Baptist Seniors
- 06/18/2024 – Destination Medicare 2024
- 06/20/2024 – Region 1 Canadian Upper Red Regional Flood Planning Group Meeting
- 06/25/2024 – Matter of Balance, UMC Canyon
- 06/25/2024 – Region A Panhandle Water Planning Group Full Committee Meeting

17. **OPEN DISCUSSION**

18. 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 17th day of May, 2024 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

April 25, 2024

The meeting of the Board of Directors of the Panhandle Regional Planning Commission was held at 1:30 p.m. on Thursday, April 25, 2024. 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
- Cole Stanley, Mayor, City of Amarillo
- Nancy Tanner, Potter County Judge
- Juan Cantu, Lipscomb County Commissioner
- Sal Rivera, Sheriff, Castro County
- Pat Sims, Commissioner, City of Dumas
- Walter "Four" Price, Texas State Representative, District 87
- Rank Cogdell, Briscoe County Judge
- Oscar Ostos, Citizen Representative, City of Amarillo
- Andy Garcia, Citizens Representative, City of Cactus
- Phillip Self, Greenbelt Municipal & Industrial Waste Authority
- Shawn Ballew, Oldham County Judge
- Kerry Symons, Mayor, City of Perryton
- Ronnie Gordon, Hartley County Judge

MEMBERS ABSENT:

- Daniel Jackson, Citizen Representative, City of Dimmitt
- Greg Lewellen, Mayor, City of Friona
- Karen Price, Citizen Representative, City of Pampa
- Dr. Bill Hallerberg, Canadian River Municipal Water Authority
- Kimberly Jones, Childress County Judge
- Harold Keeter, Swisher County Judge
- Dan Looten, Carson County Judge
- Yolanda Robledo, Alderwoman, City of Bovina

STAFF PRESENT: Mr. Michael Peters, Executive Director; Mr. Trent Taylor, Finance Director; Ms. Lori Gunn, Regional Services Director; Ms. Kathryn English, Area Agency on Aging Operations Manager; Mr. Alex Guerrero, Local Government Services Director;

Ms. Heather Reid, Workforce Development Contract Accounting Manager; Ms. Khasi Campos, Regional 9.1.1 Administrative Assistant; Ms. Abby Sanders, Local Government Services Program Specialist; Ms. Daphne Morcom, Regional Services Program Specialist; Mr. John Schaumburg, Regional 9.1.1 Network Director; Ms. Melissa Whitaker, Executive Assistant

OTHERS PRESENT: Mr. Blake Vineyard, West Texas Deputy Regional Director for Senator Ted Cruz; Joe Minshew, TDEM

1. **CALL TO ORDER**

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

2. **INVOCATION**

Judge Shawn Ballew gave the invocation.

3. **PUBLIC COMMENT**

No public comments were made.

4. **PRPC BOARD OF DIRECTORS CLOSED MEETING TO DISCUSS MATTERS PERMITTED BY SECTIONS 551.071, CONSULTATION WITH ATTORNEY**

5. **CONSIDERATION OF AND ACTION ON ITEMS DISCUSSED IN CLOSED MEETING**

No action was taken

6. **MINUTES**

Mr. Pat Sims moved to accept the minutes from the Board of Directors meeting held on March 28, 2024. Mr. Juan Cantu seconded the motion; the motion carried by unanimous vote.

7. **VOUCHERS**

Mayor Buster Davis moved to approve the vouchers for the month of March 2024. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

8. **PRPC INVESTMENT FUND MONTHLY REPORT**

Mr. Trent Taylor informed the Board that 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.

	Balance@ <u>12/31/2023</u>	Balance@ <u>02/29/2024</u>	Balance@ <u>03/31/2024</u>
PRPC's Money Market Fund	\$4,103,637	\$3,533,630	\$3,547,000

9-1-1's Money Market Fund	<u>\$57</u>	<u>\$0</u>	<u>\$0</u>
Total MMIA Funds	<u>\$4,103,694</u>	<u>\$3,533,630</u>	<u>\$3,547,000</u>
CDARS CD	Duration	Return	
12/28/2023 – 06/27/2024	26 Weeks	4.85%	\$500,000
03/28/2024 – 09/26/2024	26 Weeks	4.85%	\$500,000
Total Invested Funds			<u>\$4,547,000</u>

The money market funds are deposited at Amarillo National Bank. The PRPC fund rate for the month of February was 4.91%. The 9-1-1 fund earned an average annual yield of 0.00%. 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.

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.

9. **AUDIT ENGAGEMENT LETTER**

Mr. Trent Taylor informed the Board of Directors that the PRPC has an audit performed annually under the required standards of the American Institute of Certified Public Accountants, the U.S. General Accounting Office, the U.S. Office of Management and Budget, and the State of Texas Uniform Grant Management Standards. In 2021, the PRPC issued a request for proposal for audit services for fiscal years ending September 30, 2021, 2022, and 2023 with the option of two one-year extensions for fiscal years 2024 and 2025. This procurement resulted in the selection of Edgin, Parkman, Fleming & Fleming (EPF&F) which the Board approved. Because of new auditing standards, the engagement letter from EPF&F for fiscal year 2024 is now requiring signature from PRPC's governance. Therefore, we are asking for the Board to approve our option year 2024 with EPF&F in the amount of \$38,000 which is the same fee we paid for our 2023 audit.

Mayor Dan Sams motioned for the Board of Directors to authorize the Executive Director to exercise the first of two extension options with Edgin, Parkman, Fleming & Fleming (EPF&F) via an engagement letter for fiscal year 2024 audit services. Judge Rank Cogdell seconded the motion; the motion carried by unanimous vote.

10. **CHILD CARE LEARNING MATERIALS AND OUTDOOR EQUIPMENT PURCHASE**

Ms. Heather Reid informed the Board of Directors that the Texas Workforce Commission (TWC) has contracted with the Panhandle Workforce Development Board (PWDB) / PRPC to utilize Child Care and Development Funds to provide quality improvement activities such as technical assistance, professional development, education materials, learning materials, and outdoor equipment for Texas Panhandle Child Care Providers. The PWDB has tasked its sub-recipient, Workforce Solutions Panhandle (WSP) with assisting local child care providers

who are in the process of onboarding to Texas Rising Star (TRS) Certification by September 2024. The PWDB, with PRPC, proposes to make purchases at this time, for providers who are on-boarding to meet their eligibility for TRS by September 2024, to give these providers the benefit of updating and improving the learning environments as TRS-certified programs.

The child care providers proposed to receive the learning materials and outdoor equipment are:

Amarillo -	Amarillo Montessori Day School
	Buttons and Bows Early Learning Center
	Creative Learning Tree 2
	Happy Days Child Care and Preschool
	Martial Arts Athletic Center (North Campus)
	New Beginnings Preschool & Child Development Center
	Steamboat Station
	Storyland Preschool & Child Care Center
	Texas Premier Childcare
	Texas Premier Childcare at Amarillo Netplex
	Treehouse Children's Academy
Borger -	Stepping Stones Learning Center
Canyon -	Christian Learning Center of FBC
Childress -	Under the Sons Hands Daycare
Claude -	Lil' Colts Childcare
Dalhart -	Dalhart Area Child Care Center
Hereford -	Ms. Nance Little Angels Nazarene Kids Korner
Pampa -	Child Development Center St Matthews Episcopal Day School
Perryton -	Ranger Roundup Learning Center
Stratford -	Lollipop Junction
Wellington -	Mammy's Daycare
Wheeler -	Ora Belinda Schoolhouse Early Learning Center

The purchases for the project described above can be made through the TIPS purchasing process. The total cost for this project is up to \$200,000.00 and funds for this purchase would come from existing Workforce Development Child Care Quality funds.

Mayor Tobe Shields motioned for the PRPC Board of Directors to authorize the Executive Director to purchase the child care learning materials and outdoor equipment as described above from Lakeshore Learning, for the amount of no more than \$200,000.00, with grant funds from the TWC Workforce Development Child Care Quality Grant. Judge Christy Dyer seconded the motion; the motion carried by unanimous vote.

11. **PRESENTATION OF THE 2024 OLDER AMERICANS MONTH**

Ms. Kathryn English informed the Board of Directors that May is Older Americans Month, a time for us to recognize and honor the Texas Panhandle older adults and their immense influence on every facet of American society; and through their wealth of life experience and wisdom, older adults guide our younger generations and carry forward abundant cultural and historical knowledge. Older Americans improve our communities through intergenerational relationships, community service, civic engagement, and many other activities. These communities benefit when people of

all ages, abilities, and backgrounds have the opportunity to participate and live independently. Area Agency on Aging must help ensure that older Americans have the resources and support needed to stay involved in their communities, reflecting our commitment to inclusivity and connectedness. AAA encourages all residents of our area to join the Area Agency on Aging in recognizing the contributions of our older citizens and promoting programs and activities that foster connection, inclusion, and support for older adults.

No action was necessary, as this was an informational item.

12. **PANHANDLE REGIONAL 9-1-1 CUSTOMER PREMISE EQUIPMENT REPLACEMENT**

Mr. John Schaumburg informed the Board of Directors that the Panhandle Regional 9-1-1 Network is replacing all of the customer premise equipment (CPE) throughout the region. The Commission on State Emergency Communication's (CSEC's) Policy Statement 028 (PPS-028), Exhibit A recommends that Back-Room CPE is replaced every six years, and Front-Room CPE is replaced every three years. The Regional 9-1-1 Network will be replacing both Front-Room and Back-Room CPE this year. The Panhandle Regional 9-1-1 Advisory Committee has reviewed proposals, and has recommended that the PRPC Board of Directors enter into a 6-year contract with Carbyne, Inc. Final details and specifics of the contract are being negotiated but the total cost of the contract will not exceed \$3,018,617.22. The contract will include all of the physical hardware necessary to deliver 9-1-1 calls, in addition to 6 years of pre-paid subscription and connectivity fees to the cloud-native solution. Carbyne's cloud-native architecture allows access to several new features including multimedia text delivery, live streaming video, increased mapping functionality, and language-translation. The solution also offers call-recording redundancy and more diverse disaster recovery options.

Judge Christy Dyer motioned for the PRPC Board of Directors to approve the PRPC Executive Director to enter into a contract with Carbyne, Inc. for CPE replacement, and 6 years of pre-paid annual connectivity to Carbyne services not to exceed \$3,018,617.22. Mr. Pat Sims seconded the motion; the motion carried by unanimous vote.

13. **PANHANDLE REGIONAL 9-1-1 NETWORKING EQUIPMENT REPLACEMENT**

Mr. John Schaumburg informed the Board of Directors that the Panhandle Regional 9-1-1 Network is replacing all of the network routers and maintenance-access firewalls throughout the entire region. The Commission on State Emergency Communication's (CSEC's) Program Policy Statement 028 (PPS-028), Exhibit A recommends that networking routers are replaced every 5 years. The Panhandle Regional 9-1-1 Network Advisory Committee has reviewed the submitted proposal and recommends that the PRPC Board of Directors provisionally agree to enter into a contract with AT&T to replace the networking equipment throughout the region provided that the needed additional funding can be allocated to the project. The total value of the contract will not exceed the quoted \$294,843.30. The proposal was approximately double the cost of the initial funding allocation, so the Regional 9-1-1 Network is working with CSEC to ensure equipment funding for the remaining balance. The firewalls allow a maintenance path into the wide-area network (WAN)

and up-to-date firewalls are the first guard in network protection. The network routers are what connects all sites to each other and the hosts over our WAN.

Judge John Howard motioned for the PRPC Board of Directors to authorize the PRPC Executive Director to enter into a contract with AT&T to replace the 9-1-1 networking equipment, contingent on funding availability, not to exceed \$294,843.30. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

14. **PANHANDLE REGIONAL 9-1-1 FY2024 Q2 PERFORMANCE REPORT**

Mr. John Schaumburg informed the Board of Directors that as stipulated in the agreement between Panhandle Regional Planning Commission and the Commission on State Emergency Communications (CSEC), the Panhandle 9-1-1 Network must establish and accomplish certain goals and objectives. In order to check progress throughout the year, we are required to submit to CSEC a quarterly performance report that includes 9-1-1 call volumes, monitoring results, network outage reports, system testing, and the status of equipment replacement. The following items make up the key points of the FY24 Q2 performance report covering December, January, and February.

- There were 23,887 9-1-1 calls received from the 21 regional call centers with 15,556 being wireless (65.1 percent).
- Staff monitored Public Service Answering Points (PSAPs) 19 times with no findings.
- PSAP staff and PRPC staff performed 2,697 Network test calls.
- There were nine outages during this quarter.
- The region received 1,697 text messages during this period, with the vast majority as test texts.

Mr. Juan Cantu motioned for the PRPC Board of Directors to approve the FY24 Q2 Performance Report as submitted covering the months of December, January, and February. Mayor Buster Davis seconded the motion; the motion carried by unanimous vote.

15. **FY2025 REGIONAL CRIMINAL JUSTICE GRANT PRIORITIZATION APPROVAL**

Ms. Daphne Morcom informed the Board of Directors that each year, the Office of the Governor's Public Safety Office (PSO) contracts with the PRPC to facilitate the distribution of the following Criminal Justice Assistance grant funds:

- **JAG (Edward Byrne Memorial Justice Assistance Grant Program)**
 - US Congressionally Appropriated through the US Department of Justice; and
- **JJ – (Juvenile Justice)**
 - Texas State 421 Funds; and
- **TP – (Truancy Prevention)**
 - Texas State 421 Funds; and
- **VOCA – (Victims of Crime Act of 1984 & 2005)**

- US Congressionally Appropriated; and
- **VAWA – (Violence Against Women Act of 2005)**
 - US Congressionally Appropriated

In October 2023, the CJAC met to review, discuss and amend their bylaws to begin the FY 2025 grant making process. In December of 2023, the Public Safety Office (PSO) of the Governor's Office solicited applications for criminal justice projects during the state fiscal year 2025 grant cycle. On December 12th, PRPC staff distributed a Notice of Fund Availability to 483 eligible entities in the Panhandle Region. Workshops were on January 2nd and 4th to assist applicants with their application composition and submission. Virtual make-up workshops were also held on January 5th, 17th, 22nd, 29th and 30th for those who were unable to attend the in-person workshops. There were 39 attendees combined between the workshops. PSO set the application deadline on February 8, 2024. PSO received eight (8) grant applications under the JAG and two (2) grant applications under TP category from the Panhandle Region. There were no applications received under the JJ category. The CJAC met on April 1st to hear oral presentations and prioritize applications under the TP and JAG categories. PSO received nine (9) grant applications under the VOCA and one (1) grant applications under the VAWA category. The CJAC met on April 16th to hear oral presentations and prioritize application for the Victim Services categories. Final appropriations and grant funding determinations will be made by PSO and should be announced before September 1, 2024.

Mr. Juan Cantu motioned for the Board of Directors to approve of the CJAC's recommended Grant Prioritization List for the Truancy Prevention, Edward Byrne Justice Assistance Grant, Violence Against Women Act, and Victims of Crime Act applications and authorize their submission to PSO. Mr. Pat Sims seconded the motion. Judge John Howard abstained. The motion carried with a sufficient number of votes.

16. **RESOLUTION AND MATCH LETTER FOR THE ECONOMIC DEVELOPMENT ADMINISTRATION PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE PROGRAMS**

Ms. Lori Gunn informed the Board of Directors that the Texas Panhandle has endured multiple disasters in recent years and they have come in various forms. In February of 2021 Winter Storm Uri left many Texans without power after dumping large amounts of snow, dropping us to frigid temperatures and leaving road impassable. Since then we have seen large scale flooding across four of our counties in May of 2023. Less than a month later, an EF-3 tornado ripped through the City of Perryton. Leaving several homes and businesses destroyed or needing repairs. And today we are on the heels of the largest wildfire in Texas history after several complexes broke out in March 2024. Unfortunately, most of the disasters that have affected the panhandle do not meet the federal thresholds for us to receive federal dollars. PRPC staff has been inundated with phone calls and emails for a range of resources. Those that can assist with the residents we have referred out to the region to get the relief completed fast and where it is most needed. The Economic Development Administration (EDA) was one of those phone calls. For this grant opportunity, we would be utilizing the funds from EDA to hire a staff person to assist with workforce housing needs, engage with USDA,

our jurisdictions and our local farmers/ranchers and other small businesses to develop resilience plans and strategies to help us mitigate. As well as establish a centralized system to both capture and disseminate lessons learned from our recent disasters and more quickly move the region to resilience-building efforts. This agenda item is two-fold. In order to have the application with EDA reviewed for consideration we need a resolution from this board showing support for the program. This grant does require a match. PRPC staff is working on the details of the budget for this three-year grant. If approved for the project, PRPC will hire an additional staff person. That new staff will begin working to engage with those agencies and parties that will assist us in developing a plan and building out that resiliency plan.

Mayor Tobe Shields motioned for the Board of Directors to consider this resolution to allow an application for the EDA Public Works and Economic Adjustment Assistance Programs to be submitted and to direct the Executive Director to sign the match letter once staff finalizes the budget numbers, for submission along with the EDA application. Mayor Dan Sams seconded the motion; the motion carried by unanimous vote.

17. **REGION-1 CANADIAN-UPPER RED REGIONAL FLOOD PLANNING GROUP TECHNICAL CONSULTANT SELECTION**

Alex Guerrero informed the Board of Directors that The Region-1 Canadian-Upper Red Regional Flood Planning group is statutorily required to prepare and draft a Regional Flood Plan that covers a 44-county region from the Texas Panhandle to the Wichita Falls area. In order to develop and adopt the state's 2028 Regional Flood Plan, a consultant will be necessary to help provide the prerequisite technical services for the development and completion of the Scope of Work contained in the Texas Water Development Board funding contract. The TWDB Scope of Work includes: providing an assessment on existing flood risk, analysis of future flood risks, flood mitigation evaluations and flood mitigation strategies and projects among other tasks.

Since the Region-1 Flood Planning body does not have the capacity to directly enter into a professional services contract, PRPC, functioning as the body's political subdivision and administrative agent will need to award the contract to Freese and Nichols on behalf of Region-1 and enter into contract negotiations. PRPC has worked with Freese and Nichols to develop the 2023 Regional Flood Plan as well as the Regional Water Plan going back to 2001 and they are currently working with us for the development of the 2026 Regional Water Plan. We have found their work to be timely, on budget and of the highest quality.

Representative Four Price motioned for the Board of Directors to select Freese and Nichols to provide technical consulting services on behalf of the Region-1 Canadian-Upper Red Flood Planning Group for the 2028 regional flood planning cycle and to enter into contract negotiations to fulfill the Texas Water Development Board funding contract. Mr. Pat Sims seconded the motion; the motion carried by unanimous vote.

18. RECRUITMENT SERVICES INTERLOCAL CONTRACT – RANDALL COUNTY

Mr. Alex Guerrero informed the Board of Directors that 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. Recently, the PRPC was approached by Randall County to conduct a professional search for a new Grant Writer position. Randall County has considered the PRPC's scope of services as it relates to assistance with a professional search and has 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 Randall County 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 County 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.

Judge Rank Cogdell motioned for the PRPC Board of Directors to authorize the Executive Director to execute an Interlocal Cooperation Contract with Randall County and to conduct a formal Grant Writer Search. Mayor Dan Sams seconded the motion. Judge Christy Dyer abstained. The motion carried with a sufficient number of votes.

19. RESOLUTION AUTHORIZATION FOR AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) FOR A FY24 SAFE STREETS AND ROADS FOR ALL FUNDING GRANT APPLICATION

Mr. Alex Guerrero informed the Board of Directors that PRPC has been in the Public Transportation Arena since 2006 with the adoption of the Region's first Regional Transportation Coordination Plan. Since then, much has been accomplished through the partnership of PRPC Staff and the Advisory Committee, the Panhandle Regional Organization to Maximize Public Transportation (PROMPT). In addition, several pilot transportation-based projects have developed and since been completed to continue supporting the Panhandle's needs in transportation efforts. Local Government Services staff is preparing a region-wide application for submittal to the U.S Department of Transportation for an FY24 Safe Streets and Roads for All (SS4A) Planning Grant. The SS4A Grant Program was established by USDOT as part of their Bipartisan Infrastructure Law to support USDOT's goal of zero roadway fatalities by 2050. The SS4A program has been undersubscribed from the initial application round and USDOT has encouraged all communities and regions to apply for an action plan. Our sister agency, South Plains Association of Governments, developed and applied for their 15-county region and was awarded \$960,000 to develop a Comprehensive Action Plan in 2023. To apply and develop a Comprehensive Action Plan, SS4A requires a minimum award amount of \$100,000 with a maximum of \$10,000,000. A match amount of twenty percent is required for all SS4A grant awards. PRPC staff is asking for a \$1,500,000 award from the SS4A program, which will result in PRPC matching \$300,000 using in-kind match.

Mayor Dan Sams motioned for the Board of Directors to consider passing a resolution authorizing the Executive Director to submit a region wide application to the U.S. Department of Transportation for a FY24 Safe Streets and Roads for All Comprehensive Action Plan Grant. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

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

- A. Executive Director Michael Peters stated that the Planning Commission is on schedule with the purchase of the Workforce Development building through a 2.5 million dollar award from the EDA. This grant includes the renovation of the parking lot, bus stop, and HVAC controls in addition to the 100,000 from Amarillo Area Foundation. The EDA grant has a match of 551,186 meaning approximately 450,000 out of pocket. In conclusion 200,000 would be with Workforce unrestricted funds of 250,000 and PRPC unrestricted funds. Mr. Peters also thanked the Finance department and auditors for all of their help with the recent audit process. He updated the Board that the next TML Region 2 meeting would be held on 4/18/2024 and to please send RSVP no later than April 12th.
- B. Report on the following recent Planning Commission sponsored regional meetings:
- 04/01/2024 – CJAC (JAG and TP Prioritization meeting)
 - 04/03/2024 – Groundwater Management Area (GMA) #1 Meeting
 - 04/04/2024 – Ready Set Thrive, Golden Plains Hospital, Borger
 - 04/04/2024 – VOAD (Voluntary Organization Active in Disaster) Meeting
 - 04/10/2024 – Ready Set Thrive, First Baptist, Kings Manor, Hereford
 - 04/11/2024 – Economic Development Advisory Committee Meeting
 - 04/11/2024 – Texas Panhandle Severe Weather Exercise, The Dome, Borger
 - 04/12/2024 – Panhandle Regional 9-1-1 Advisory Committee Meeting
 - 04/16/2024 – CJAC (VOCA and VAWA Prioritization meeting)
 - 04/16/2024 – Destination Medicare 2024
 - 04/16/2024 – Ready Set Thrive, Panhandle Senior Citizens
 - 04/25/2024 – MIPPA/RST River Road Baptist Seniors
- C. Announcement of tentatively scheduled Planning Commission sponsored regional meetings:
- 04/30/2024 – Ready Set Thrive Panhandle Senior Citizens
 - 05/01/2024 – Caregiver Support Group Central Church of Christ
 - 05/01/2024 – Matter of Balance Coach Training PRPC Board Room
 - 05/02/2024 – Ready Set Thrive Stratford Methodist Church
 - 05/06/2024 – Ready Set Thrive Quitaque Senior Citizens
 - 05/15/2024 – Panhandle Rural Planning Organization Meeting
 - 05/21/2024 – Matter of Balance UMC - Canyon
 - 05/22/2024 – Ready Set Thrive Country Estates
 - 05/24/2024 – Older Americans Month Celebration Amarillo Area Foundation
 - 05/28/2024 – Matter of Balance UMC - Canyon

- 05/28/2024 – MIPPA/RST Widows Group - Amarillo
- 05/30/2024 – MIPPA/TSAP Channing Senior Citizens

21. **ADJOURNMENT**

There being no further business, the meeting was adjourned at 3:26 p.m.

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

ATTEST:

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

ITEM 5

MEMORANDUM

DATE: May 23, 2024

TO: PRPC Board of Directors

FROM: Michael Peters, Executive Director

SUBJECT: Item 5
Planning & Service Area 5 Membership Meeting and Election – PRPC
Board Member

BACKGROUND

A vacancy currently exists on the Board of Directors of the Panhandle Regional Planning Commission (PRPC) from Planning and Service Area (PSA) 5. The City of Wheeler's Mayor Dan Sams had held the seat, but sadly the seat now sits vacant. The Planning Commission Bylaws call for this vacancy to be filled by an election of the member cities and counties of the Planning and Service Area. The seat must be filled by a local elected official (city or county) from Childress, Collingsworth, Donley, Gray, Hall or Wheeler Counties.

These seats are normally filled on a three-year rotating basis at the PRPC Annual Meeting. However, given the unexpired term, it is important to ensure that PSA 5 is fully represented on the PRPC Board of Directors. The public meeting to make this appointment by elected officials from PSA 5 may be held digitally by virtue of Texas Government Code Section 551.127. Local government officials from PSA 5 have been notified of this public meeting for the selection of a new PRPC Board Member. Under this agenda item, a breakout room will be established for PRPC Board Members and representatives of the local governments in PSA 5 to meet independently to select a new Board Member from the service area.

At the conclusion of the breakout session, the PSA 5 membership shall present the new Board Member to the PRPC Board of Directors.

RECOMMENDATION

PRPC staff recommends that the Board of Directors recognize the new PRPC Board Member of PSA 5 as elected during the previous PSA 5 election.

ITEM 6

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
216690	Aging - HHSC	4IMPRINT INC	INV #26905534 - HEALTH FAIR & PUBLIC INFO PRODUCTS	2,444.06	4/4/2024
216691	PRPC General Fund	AFLAC	INV #304753 - EMPLOYEE DEDUCTS 3/24	155.87	4/4/2024
216692	American Rescue Plan	STEPHEN C AKEROYD	FY24 - 2ND BI-ANNUAL ACTIVE CVO RETENTION PMT & RECRUITMENT	1,500.00	4/4/2024
216693	American Rescue Plan	CITY OF AMARILLO	UTILITY PMT - AAA CLIENT - CG ORC INC SUPP 4/24	263.02	4/4/2024
216694	American Rescue Plan	CITY OF AMARILLO	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	135.31	4/4/2024
216695	PRPC Building Fund	CITY OF AMARILLO	PRPC WATER 2/26-3/25/24	274.22	4/4/2024
	PRPC Building Fund	CITY OF AMARILLO	PRPC DRIP IRRIGATION - 2/26-3/25/24	37.99	4/4/2024
	PRPC Building Fund	CITY OF AMARILLO	3/27/24 - PRPC/DRAINAGE FEE	14.90	4/4/2024
	PRPC Building Fund	CITY OF AMARILLO	3/27/24 - PRPC/DRAINAGE FEE	14.78	4/4/2024
216696	Cost Pool	AMERICAN AIRLINES	STATEMENT NO. 24032624256 - 3/26/24	1,099.87	4/4/2024
216697	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	158.10	4/4/2024
216698	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	157.05	4/4/2024
216699	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	781.58	4/4/2024
216700	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	197.75	4/4/2024
216701	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	206.51	4/4/2024
216702	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	172.28	4/4/2024
216703	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	242.08	4/4/2024
216704	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	887.99	4/4/2024
216705	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	57.75	4/4/2024
216706	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	153.48	4/4/2024
216707	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	243.30	4/4/2024
216708	9-1-1 Management Plan	AT&T	INTERNET 3/21-4/20/24 - E911 PRPC PAMPA HOST	90.47	4/4/2024
216709	Cost Pool	CARAHSOFT TECHNOLOGY CORP	INV #IN1631337 - 2/1-2/29/24 SECURITY MONITORING FEE	14.99	4/4/2024
216710	PRPC Indirect Costs	THE CLARENDON ENTERPRISE	INV #101344 - 12/17/23-12/17/24 SUBSCRIPTION RENEWAL	50.00	4/4/2024
	CD Project Admin	THE CLARENDON ENTERPRISE	INV #101426 & 101427 - LN 12/21/23 CLARENDON FPH (ENG/SPAN)	53.05	4/4/2024
	CD Project Admin	THE CLARENDON ENTERPRISE	INV #101580 & 101618 - LN 1/4 & 1/11/24 - HOWARDW/CLARENDON	206.40	4/4/2024
216711	CD Project Admin	DALHART TEXAN	INV #129526 - LN 1/6/24 - CHANNING SEALED PROPOSALS	192.15	4/4/2024
216712	Cost Pool	DAVES FRESH CLEANING LLC	INV #1369 - JANITORIAL 3/24 - BORGER WFC	305.00	4/4/2024
216713	PRPC Indirect Costs	FASTSIGNS	INV #175-105000 - BOD NAMEPLATE	10.00	4/4/2024
216714	American Rescue Plan	WANDA FOWLER	FY24 - INITIAL NEW ACTIVE CVO RETENTION PMT	500.00	4/4/2024
216715	9-1-1 Management Plan	GANNETT TEXAS/NEW MEXICO LOCAL IQ	LN 3/7 & 3/18/24 - RFP 9-1-1 & CDBG SCORING MTG	360.00	4/4/2024
216716	Communication Towers	GREENBELT ELECTRIC COOPERATIVE INC	BOWR/COLL TOWER - 2/15-3/15/24	151.76	4/4/2024
216717	CD Project Admin	GUYMON DAILY HERALD	AD #00009163 - LN 2/29 & 3/7/24 - TEXHOMA RE-BID	248.36	4/4/2024
216718	Safe Rooms DR4223-015	JENNIFER HOUSER	SAFEROOM REBATE PAYMENT	2,237.50	4/4/2024
216719	PRPC Building Fund	JKB COMPANY	INV #3780 - PRPC BLDG MAINT 4/24	1,050.00	4/4/2024
216720	Aging - HHSC	JONES PRESS	INV #29660 - PHARMACY FRIENDS & AAA SVCS BROCHURE	344.16	4/4/2024
216721	American Rescue Plan	VIRGINIA KEYS	FY24 - INITIAL NEW ACTIVE CVO RETENTION PMT	500.00	4/4/2024
216722	PRPC General Fund	LIFE INSURANCE CO OF N AMERICA	BILLING REF #207624_040124 - SURVIVORS INS 4/24	365.40	4/4/2024
216723	Communication Towers	LIGHTHOUSE ELECTRIC COOPERATIVE INC	VALL TOWER - 2/20-3/18/24	56.19	4/4/2024
216724	PRPC Indirect Costs	LUNCH MONY LLC	INV #ATX17927 - 3/28/24 - AUDIT COMMITTEE LUNCH	103.12	4/4/2024
216725	PRPC Building Fund	MAYFIELD PAPER COMPANY	INV #4062391 - SOAP, TOILET PAPER, LINERS, MFOLD TOWELS	202.44	4/4/2024
216726	WIA Adult	MIDLAND MORTGAGE	4/1-5/31/24 MORTGAGE - WF CLIENT	1,314.42	4/4/2024
216727	American Rescue Plan	CRISS MURDOCH	FY24 - 2ND BI-ANNUAL ACTIVE CVO RETENTION PMT	1,000.00	4/4/2024
216728	Homeland Security Grant Program	OMEGA ELECTRONICS	INV #200002080-1 & 2081-1 - SVCE CALLS 2/5 & 3/14/24 COLL/HANS	2,683.14	4/4/2024
216729	WIA Adult	PACE ENTERPRISE LLC	RENT 5/1-5/31/24 - WF CLIENT	850.00	4/4/2024
216730	CD Project Admin	PAMPA NEWS	LN 2/29/24 - PAMPA CIVIL RIGHTS & FAIR HOUSING NOTICES	850.50	4/4/2024

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
216731	Intern. Service - Reception	PATHWAYZ COMMUNICATIONS INC	PRPC LINE CHGS 4/24	806.57	4/4/2024
216732	CD Project Admin	PERRYTON HERALD	INV #PRPC-2404 - LN 3/14 & 3/21/24 WAKA WATER IFB	444.00	4/4/2024
	CD Project Admin	PERRYTON HERALD	INV #PRPC-328 - LN 3/21 & 3/28/24 PERRYTON IFB	504.00	4/4/2024
216733	9-1-1 Management Plan	PLATEAU	NW PARMER - 3/22-4/21/24	39.00	4/4/2024
	9-1-1 Management Plan	PLATEAU	NW PARMER - 3/22-4/21/24	39.00	4/4/2024
	9-1-1 Management Plan	PLATEAU	NW PARMER - 3/22-4/21/24	39.00	4/4/2024
	9-1-1 Management Plan	PLATEAU	NW PARMER - 3/22-4/21/24	30.18	4/4/2024
	9-1-1 Management Plan	PLATEAU	NW PARMER - 3/22-4/21/24	39.00	4/4/2024
	9-1-1 Management Plan	PLATEAU	NW PARMER - 3/22-4/21/24	39.00	4/4/2024
216734	Aging - HHSC	SENIOR AMBASSADORS COALITION	2024 SAC PARTICIPATION FEES - AGING	125.00	4/4/2024
216735	PRPC Indirect Costs	SAM'S CLUB MC/SYNCB	3/14/24 - SUPPLIES	185.18	4/4/2024
	American Rescue Plan	SAM'S CLUB MC/SYNCB	3/14/24 - WATER HEATER - AAA CLIENT	594.00	4/4/2024
216736	Cost Pool	SHI GOVERNMENT SOLUTIONS INC	INV #GB00519306 - 3/6-10/31/24 - 3 MS O-365 G3 MAINT	437.64	4/4/2024
216737	Aging - HHSC	SIR SPEEDY OF AMARILLO	INV #156084 - AAA SVCS BROCHURE	312.56	4/4/2024
216738	CD Project Admin	STATE LINE TRIBUNE	LN 4/6/23 - BOVINA FAIR HOUSING PROCLAMATION	196.24	4/4/2024
216739	Communication Towers	SOUTHWESTERN ELECTRIC POWER	WHES TOWER 2/22-3/21/24	56.63	4/4/2024
216740	PRPC Indirect Costs	TARC	INV #24FM-017 - 2/7-2/9/24 TARC MTG & STAFF TRNG FEES	2,500.00	4/4/2024
216741	American Rescue Plan	TEXAS RAMP PROJECT	3/26/24 - WHEELCHAIR RAMP - AAA CLIENT	499.00	4/4/2024
216742	CD Project Admin	TEXAS STATE UNIVERSITY	INV #JFRED_TARCT2024 - CPM TRACK #2 - 4-6/24 - J. FRED	695.00	4/4/2024
216743	CD Project Admin	UNDERWOOD LAW FIRM PC	4/30/24 - MUNICIPAL LAW SEMINAR - REG FEES - CDBG	210.00	4/4/2024
	PRPC Indirect Costs	UNDERWOOD LAW FIRM PC	4/30/24 - MUNICIPAL LAW SEMINAR REG FEES - PETERS/WHITAKER	50.00	4/4/2024
216744	PRPC General Fund	UNITED WAY OF AMARILLO & CANYON	EMPLOYEE DEDUCTS 3/24	741.62	4/4/2024
216745	American Rescue Plan	ROSS WELLESLEY	FY24 - 2ND BI-ANNUAL ACTIVE CVO RETENTION PMT	1,000.00	4/4/2024
216746	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	534.66	4/4/2024
216747	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	115.12	4/4/2024
216748	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	114.01	4/4/2024
216749	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	209.46	4/4/2024
216750	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	50.47	4/4/2024
216751	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	541.25	4/4/2024
216752	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	517.64	4/4/2024
216753	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	52.51	4/4/2024
216754	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	254.22	4/4/2024
216755	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	382.79	4/4/2024
216756	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	634.67	4/4/2024
216757	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	220.64	4/4/2024
216758	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	151.37	4/4/2024
216759	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	43.33	4/4/2024
216760	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	202.88	4/4/2024
216761	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	159.54	4/4/2024
216762	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	260.04	4/4/2024
216763	American Rescue Plan	XCEL ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	780.03	4/4/2024
216764	9-1-1 Management Plan	XIT COMMUNICATIONS	INV #10205860 - DALLAM/HARTLEY CLEC 4/24	156.00	4/4/2024
216765	CJD - LEA	AMARILLO COLLEGE - LEA	BILL NO:4045 - 128TH BPOC 2ND SESSION - 2 SCHOLARSHIPS	2,116.00	4/11/2024
216766	MAXIMUS	ACTS COMMUNITY	MELISSA CARTER MEMORIAL GRANT 2024	1,000.00	4/11/2024
216767	Maps	AMAZON CAPITAL SERVICES	INV #17H1-RK6J-6WPR - CPR MANNIKIN & FACE MASKS	991.85	4/11/2024
	Aging - HHSC	AMAZON CAPITAL SERVICES	INV #1VLJ-1N6M-JQ1K - 30 CG LIBRARY BOOKS	359.70	4/11/2024

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
216768	MAXIMUS	CITY OF AMARILLO	MELISSA CARTER MEMORIAL GRANT 2024	750.00	4/11/2024
216769	MAXIMUS	AMARILLO LITTLE THEATRE INC	MELISSA CARTER MEMORIAL GRANT 2024	1,000.00	4/11/2024
216770	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	402.96	4/11/2024
216771	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	329.22	4/11/2024
216772	CJD - Planning	MR KENT BIRDSONG	IRT MILEAGE 4/1/24 - CJAC MTG	46.79	4/11/2024
216773	CJD - Planning	MR TERRY BOUCHARD	IRT MILEAGE 4/1/24 - CJAC MTG	154.37	4/11/2024
216774	PRPC Indirect Costs	COMMISSIONER JUAN CANTU	IRT MILEAGE 3/28/24 - PRPC BOARD MTG	175.43	4/11/2024
216775	American Rescue Plan	MARK CHRISTY	RENT 4/24 - AAA CLIENT	351.00	4/11/2024
216776	WIA Adult	CLARENDON COLLEGE	T/F SP QRT-24 - CDL - ADULT	7,400.00	4/11/2024
216777	PRPC Indirect Costs	MAYOR BUSTER DAVIS	IRT MILEAGE 3/28/24 - PRPC BOARD MTG	121.43	4/11/2024
216778	MAXIMUS	FRIENDS OF THE AMARILLO LIBRARY	MELISSA CARTER MEMORIAL GRANT 2024	1,000.00	4/11/2024
216779	PRPC Indirect Costs	MR ANDY GARCIA	IRT MILEAGE 3/28/24 - PRPC BOARD MTG	81.98	4/11/2024
216780	9-1-1 Management Plan	MR RAFAEL GONZALEZ	IRT MILEAGE 4/4/24 - 9-1-1 REVIEW COMM MTG	154.37	4/11/2024
216781	Aging - HHSC	GOODCARE HEALTH SERVICES	IN HOME RESPITE - 3/24	216.00	4/11/2024
216782	Vocational Rehab Cost	THE GROUNDS GUYS OF AMARILLO	#INV-6135 - BI-WEEKLY SVCS 3/24 - AMA WFC	1,093.90	4/11/2024
216783	CJD - Planning	MS SHALYN HAMLIN	IRT MILEAGE 4/1/24 - CJAC MTG	87.70	4/11/2024
216784	MAXIMUS	HANSFORD COUNTY HOSPITAL DISTRICT	MELISSA CARTER MEMORIAL GRANT 2024	1,200.00	4/11/2024
216785	CJD - Planning	MR SACE HARDMAN	IRT MILEAGE 4/1/24 - CJAC MTG	38.78	4/11/2024
216786	Aging - HHSC	HIGH PLAINS SENIOR CARE INC	INV #2617 - CG IN HOME RESPITE 3/24	801.00	4/11/2024
216787	MAXIMUS	HOPE FOR OPPORTUNITIES	MELISSA CARTER MEMORIAL GRANT 2024	1,200.00	4/11/2024
216788	Skilled Dev - Plains	JODY HOLLAND INC	INV #20744 - 1/24 TRNG FOR EMPLOYEES AT PLAINS DAIRY	5,186.00	4/11/2024
216789	9-1-1 Management Plan	AMANDA JONES	TR ADV 4/19-4/24/24 - DENTON	150.00	4/11/2024
216790	9-1-1 Management Plan	LANGUAGE LINE SERVICES	INV #11265217 - LANG LINE SVCS 3/24	203.74	4/11/2024
216791	MAXIMUS	LEFORS SENIOR CITIZENS INC	MELISSA CARTER MEMORIAL GRANT 2024	575.00	4/11/2024
216792	American Rescue Plan	BONNIE McCROSKEY	CG VOUCHER 3/24 - AAA CLIENT	320.00	4/11/2024
216793	CJD - Planning	MS KAREN McGAHEN	IRT MILEAGE 4/1/24 - CJAC MTG	75.17	4/11/2024
216794	9-1-1 Management Plan	MID PLAINS RURAL TELEPHONE	SWISHER NW 4/24	272.68	4/11/2024
216795	Communication Towers	NORTH PLAINS ELECTRIC COOP	INV #3829 - OCHL & LIPN TOWERS - 3/1-4/1/24	116.86	4/11/2024
216796	PRPC Indirect Costs	ODP BUSINESS SOLUTIONS LLC	INV #359952221001, 359955981001 & 359955982001 - SUPPLIES	328.37	4/11/2024
216797	MAXIMUS	PANHANDLE COMMUNITY SERVICES	MELISSA CARTER MEMORIAL GRANT 2024	750.00	4/11/2024
216798	PRPC Indirect Costs	PANHANDLE PRESORT SERVICES LTD	INV #509878 - 3/16-3/31/24 MAIL HANDLING	961.61	4/11/2024
216799	Cost Pool	PATHWAYZ COMMUNICATIONS INC	LINE CHGS 4/24 & LONG DIST 3/24 - AMA WFC	2,563.88	4/11/2024
216800	American Rescue Plan	RHONDA K POGUE	ADMINISTRATIVE SERVICES - 3/24	1,612.50	4/11/2024
	PRPC General Fund	RHONDA K POGUE	ORT 3/25-3/29/24 - AAA TRAINING	352.26	4/11/2024
216801	Communication Towers	RITA BLANCA ELECTRIC COOP INC	DALN TOWER - 2/28-3/31/24	53.89	4/11/2024
216802	PRPC Indirect Costs	SHERIFF SAL RIVERA	IRT MILEAGE 3/28/24 - PRPC BOARD MTG	87.70	4/11/2024
216803	PRPC Indirect Costs	MS YOLANDA ROBLEDO	IRT MILEAGE 3/28/24 - PRPC BOARD MTG	110.91	4/11/2024
216804	PRPC Indirect Costs	MAYOR DAN SAMS	IRT MILEAGE 3/28/24 - PRPC BOARD MTG	131.01	4/11/2024
216805	PRPC Indirect Costs	THE HONORABLE TOBE SHIELDS	IRT MILEAGE 3/28/24 - PRPC BOARD MTG	120.21	4/11/2024
216806	Cost Pool	SHI GOVERNMENT SOLUTIONS INC	INV #GB00521455 - 5/6/24-5/5/25 ZOOM RENEWAL - AMA WFC	710.00	4/11/2024
216807	PRPC Indirect Costs	THE HONORABLE PAT SIMS	IRT MILEAGE 3/28/24 - PRPC BOARD MTG	64.36	4/11/2024
216808	Communication Towers	SOUTH PLAINS ELECTRIC COOPERATIVE	PAR4 TOWER - 2/16-3/17/24	100.71	4/11/2024
216809	Cost Pool	STATERS ACRES RV STORAGE & MORE	MOBILE UNIT STORAGE 4/24	138.00	4/11/2024
216810	Communication Towers	SOUTHWESTERN ELECTRIC POWER	DONL TOWER 3/5-4/3/24	107.39	4/11/2024
216811	9-1-1 Management Plan	SYNTRIO	INV #10009231 - CHILDRESS NW 4/24	156.00	4/11/2024
216812	CCDF Quality Improvement	TEACHING STRATEGIES LLC	#INV190269 - 3/15/24-3/14/25 CREATIVE CURRICULUM	27,698.00	4/11/2024

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
216813	HDJT - AEDC	TOOLKIT TECHNOLOGIES INC	INV #TKINV-7585 - 2 DIESEL ENGINE TRNG BENCHES - HDJT AMTECH	115,000.00	4/11/2024
216814	Choices	TOOT'N TOTUM	INV #328 - 200 FUEL CARDS - 3/29/24	5,000.00	4/11/2024
216815	Vocational Rehab Cost	TOP 2BOTTOM CLEANING SERVICES	#105WORKF - JANITORIAL 3/24 - AMA WFC	1,950.00	4/11/2024
216816	MAXIMUS	TOP OF TEXAS SILVER STAR BOARD	MELISSA CARTER MEMORIAL GRANT 2024	550.00	4/11/2024
216817	MAXIMUS	TEXAS PANHANDLE HERITAGE FOUNDATION	MELISSA CARTER MEMORIAL GRANT 2024	550.00	4/11/2024
216818	Intern. Service - Copy	UCI DOCUMENTS	INV #36264616 - COPIER LEASE 4/24 - 2ND FLOOR	256.28	4/11/2024
216819	Aging - HHSC	VISITING ANGELS	IN HOME RESPITE - 3/24	3,171.00	4/11/2024
216820	9-1-1 Management Plan	WEST TEXAS RURAL TELEPHONE COOP	INV #2166S111401.085 - NW PARMER 4/24	78.00	4/11/2024
216821	9-1-1 Management Plan	WT SERVICES INC	INV #7809S111401.085 - NW PARMER 4/24	156.00	4/11/2024
216822	Various Grants	XCEL ENERGY	ELECTRIC 2/13-3/13/24 - PRPC, AMA & BOR WFC, TOWERS	4,814.15	4/11/2024
216823	PRPC General Fund	YOUNGBLOOD'S CAFE	INV #2986 - 2/20/24 RSWMAC MTG MEAL	344.00	4/11/2024
216824	Aging - HHSC	ACTS COMMUNITY	REIMBURSEMENT 3/24 - CM & HDM	10,891.38	4/18/2024
216825	American Rescue Plan	AMARILLO CITY TRANSIT	INV #ACT2024-003 - TRANSPORTATION 3/24	5,316.56	4/18/2024
216826	American Rescue Plan	CITY OF AMARILLO	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	356.54	4/18/2024
216827	American Rescue Plan	AMARILLO WESLEY COMMUNITY CENTER	TRANSPORTATION - 3/24	1,799.52	4/18/2024
216828	Aging - HHSC	AMARILLO WESLEY COMMUNITY CENTER	CONGREGATE MEALS 3/24 - SOUTH CAMPUS	494.65	4/18/2024
216829	Aging - HHSC	AMARILLO WESLEY COMMUNITY CENTER	CONGREGATE MEALS - 3/24	3,005.95	4/18/2024
216830	Cost Pool	AMARILLO NATIONAL BANK	2/20-3/19/24 - WASABI.COM CLOUD STORAGE - AMA WFC	6.76	4/18/2024
	Home Sec Conf/E-Waste Recycl	AMARILLO NATIONAL BANK	3/14-3/25/24 - PREP CONF SUPPLIES & TDEM CONF REG FEES	1,610.00	4/18/2024
	Cost Pool	AMARILLO NATIONAL BANK	3/18-4/17/24 - TIME TRAK GO - 33 USERS	99.00	4/18/2024
	PRPC General Fund	AMARILLO NATIONAL BANK	3/21/24 - EMPLOYEE RETIREMENT LUNCH & GIFT	1,004.94	4/18/2024
	PRPC Indirect Costs	AMARILLO NATIONAL BANK	3/23/24-3/22/25 - PRPC BOD ZOOM SUBSCRIPTION RENEWAL	159.90	4/18/2024
	American Rescue Plan	AMARILLO NATIONAL BANK	3/25-3/29/24 - AAA TRNG - POGUE/LODGING & PARKING	546.96	4/18/2024
	CD Project Admin	AMARILLO NATIONAL BANK	3/25/24 - INV #90415554 - WHEELER PU DIRECTOR - INDEED.COM	500.09	4/18/2024
	Choices	AMARILLO NATIONAL BANK	3/26/24 - 150 VALERO FUEL CARDS	3,787.50	4/18/2024
	PRPC Building Fund	AMARILLO NATIONAL BANK	3/29/24 - AIR FILTERS FOR PRPC BLDG (1 YR SUPPLY)	675.84	4/18/2024
	Intern. Service - Accounting	AMARILLO NATIONAL BANK	3/29/24 - GFOA CERTIFICATE OF ACHIEVEMENT FEE	460.00	4/18/2024
	DRC	AMARILLO NATIONAL BANK	3/30/24-3/29/25 - DRC ZOOM SUBSCRIPTION RENEWAL	159.90	4/18/2024
	CD Project Admin	AMARILLO NATIONAL BANK	3/31/24 - INV #90797417 - WHEELER PU DIRECTOR - INDEED.COM	95.86	4/18/2024
	CJD - Planning	AMARILLO NATIONAL BANK	3/31/24-3/30/25 - PLETS.ORG WEBSITE RENEWAL	23.17	4/18/2024
	PRPC Indirect Costs	AMARILLO NATIONAL BANK	3/6/24-3/5/26 - THEPRPC.ORG WILDCARD SSL RENEWAL	899.98	4/18/2024
216831	PRPC General Fund	ASSURED BENEFITS ADMINISTRATORS	DEBIT CARD FEES - 4/24	104.50	4/18/2024
216832	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	583.31	4/18/2024
216833	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	276.45	4/18/2024
216834	PRPC Building Fund	ATMOS ENERGY	PRPC 3/14-4/12/24	522.47	4/18/2024
216835	9-1-1 Management Plan	AT&T	E911 PRPC 4/5-5/4/24	1,468.00	4/18/2024
216836	SNAP E&T	AU PROPERTY MANAGEMENT LLC	RENT FOR ONE MONTH - WF CLIENT	750.00	4/18/2024
216837	Intern. Service - Copy	CANON FINANCIAL SERVICES INC	INV #32415103 - COPIER LEASE 4/24 - FLOOR 1 & 3	428.92	4/18/2024
216838	American Rescue Plan	CANYON PLACE LP	RENT ASSISTANCE 4 & 5/24 - AAA CLIENT	1,450.00	4/18/2024
216839	Aging - HHSC	COLLINGSWORTH COUNTY HDM	REIMBURSEMENT 3/24 - CM & HDM	7,569.77	4/18/2024
216840	American Rescue Plan	BRIAN CORDERO	CG VOUCHER 4/24 - AAA CLIENT	300.00	4/18/2024
216841	Aging - HHSC	DONLEY CO SR CITIZENS ASSN	REIMBURSEMENT 3/24 - CM & HDM	8,033.04	4/18/2024
216842	American Rescue Plan	CITY OF FARWELL	UTILITY PMT - INC SUPP 4/24 - AAA CLIENT	478.55	4/18/2024
216843	Aging - HHSC	HALL COUNTY HOME DELIVERY MEALS	HOME DELIVERED MEALS - 3/24	2,739.04	4/18/2024
216844	Aging - HHSC	HEDLEY SR CITIZENS ASSN	REIMBURSEMENT 3/24 - CM & HDM	1,271.93	4/18/2024
216845	Aging - HHSC	HEROES HOME CARE	IN HOME RESPITE 3/24 - AAA CLIENT	52.20	4/18/2024

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
216846	Aging - HHSC	HEREFORD SR CITIZENS ASSN	REIMBURSEMENT 3/24 - CM & HDM	16,847.03	4/18/2024
216847	Economic Dev Administration	THE HIGH GROUND OF TEXAS	5/1 & 5/2/24 - REG FEES PAIGE GOODELL - LUBBOCK, TX	500.00	4/18/2024
216848	Aging - HHSC	HIGH PLAINS SENIOR CARE INC	REIMBURSEMENT 3/24 - HOMEMAKER & PERS. ASSIST.	1,890.00	4/18/2024
216849	Solid Waste Regional Coord. 24-25	KB RECYCLING LLC	INV #66457 - RECYCLING SVCS 4/24	85.00	4/18/2024
216850	CD Project Admin	CITY OF LEFORS	REPAYMENT OF CHECK #123505 - RECEIVED IN ERROR	35,580.00	4/18/2024
216851	American Rescue Plan	SHELIA LLEWELLYN	CG VOUCHER 3/24 - AAA CLIENT	96.87	4/18/2024
216852	Aging - HHSC	MOORE CO SENIOR CENTER INC	CONGREGATE MEALS - 3/24	6,854.77	4/18/2024
216853	PRPC General Fund	NADO	INV #INV-23078-N0H6L7 - 2024 MEMBERSHIP DUES	3,000.00	4/18/2024
	CD Project Admin	NADO	INV #INV-23282-C6M8C0 - DAA WASH CONF REG FEES - SANDERS	575.00	4/18/2024
	CD Project Admin	NADO	INV #INV-23702-F6N1M8 - 5/15/24 SWREDA ANN CONF - FRED	405.00	4/18/2024
	PRPC Indirect Costs	NADO	INV #INV-23703-C5Y2L0 - 5/14/24 SWREDA ANN CONF - PETERS	405.00	4/18/2024
216854	Aging - HHSC	NURSES UNLIMITED INC	CG IN HOME RESPITE - 3/24	332.50	4/18/2024
	Aging - HHSC	NURSES UNLIMITED INC	REIMBURSEMENT 3/24 - HOMEMAKER & PERS. ASSISTANCE	1,083.00	4/18/2024
216855	Aging - HHSC	OPPORTUNITIES INC	REIMBURSEMENT 3/24 - CM & HDM	5,930.65	4/18/2024
216856	Aging - HHSC	OUTREACH HOME CARE	PERSONAL ASSISTANCE - 3/24	252.00	4/18/2024
216857	Cost Pool	SHERRI AYLOR	REGISTRATION RENEWAL - MOBILE UNIT #2	7.50	4/18/2024
216858	Intern. Service - Automobile	ROGERS CAR CARE	INV #17871 - 4/11/24 - CAR #1 REPAIR (CONTROL ARM, BALL JOINT)	1,269.35	4/18/2024
216859	Homeland Security Grant Program	SCHAFER SERVICES	INV #33058 - SVCE CALL 3/25/24 - HEMP PSAP (RADIO)	100.00	4/18/2024
216860	Aging - HHSC	SHAMROCK MEALS ON WHEELS INC	HOME DELIVERED MEALS - 3/24	1,272.62	4/18/2024
216861	WIA Adult	STACY'S UNIFORMS	3/1-3/28/24 - TOOLS/UNIFORMS, WORK RELATED ITEMS	965.16	4/18/2024
216862	Aging - HHSC	SWISHER CO SR CITIZENS ASSN	REIMBURSEMENT 3/24 - CM & HDM	8,675.60	4/18/2024
216863	CCDF Quality Improvement	TEACHING STRATEGIES LLC	INV #INV191285 - 4/6/24 - 2 CREATIVE CURRICULUM TRNGS	7,590.00	4/18/2024
216864	Aging - HHSC	TRANSFORMATION PARK	REIMBURSEMENT 3/24 - CM & HDM	25,870.15	4/18/2024
216865	Aging - HHSC	TRI COUNTY MEALS	HOME DELIVERED MEALS - 3/24	2,715.66	4/18/2024
216866	Aging - HHSC	VISITING ANGELS	REIMBURSEMENT 3/24	4,268.25	4/18/2024
216867	Intern. Service - Automobile	WEX BANK	VEHICLE FUEL 3/15-4/11/24 - PRPC CARS & MU #2	732.19	4/18/2024
216868	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HUTCHINSON 4/7-5/6/24	93.90	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	SWISHER 4/4-5/3/24	134.99	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	LIPSCOMB 4/7-5/6/24	386.41	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	PARMER 4/7-5/6/24	198.56	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	DALLAM 4/7-5/6/24	360.04	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	ARMSTRONG 4/7-5/6/24	129.95	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HALL 4/7-5/6/24	43.04	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	OLDHAM 4/7-5/6/24	47.65	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	SHERMAN 4/7-5/6/24	47.35	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	OCHILTREE 4/7-5/6/24	93.63	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	COLLINGSWORTH 4/7-5/6/24	239.12	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	CASTRO 4/7-5/6/24	138.43	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HANSFORD 4/7-5/6/24	48.26	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	WHEELER 4/7-5/6/24	129.74	4/18/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	MOORE 4/7-5/6/24	50.43	4/18/2024
216869	PRPC Indirect Costs	WRIGHT WILMARTH BYRD PLLC	INV #10662 - LEGAL SVCS 3/24 - GEN EMPLOYMENT MATTERS	1,312.50	4/18/2024
216870	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	177.37	4/18/2024
216871	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	178.44	4/18/2024
216872	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 4/24	198.50	4/18/2024
216873	JAG Gap Training	AMARILLO COLLEGE - LEA	BILL NO: 4100 - JAG TRAINING 3/24	12,367.20	4/25/2024

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
216874	Aging - HHSC	STEPHEN C AKEROYD	IRT MILEAGE 3/24 - FACILITY VISITS	57.28	4/25/2024
216875	Economic Dev Administration	MS KATHY ALLEN	IRT MILEAGE 4/11/24 - EDAC MTG	109.73	4/25/2024
216876	9-1-1 Management Plan	AMAZON CAPITAL SERVICES	CM #1DNT-MNPF-71D7 - CREDIT FOR DEFECTIVE UPS BATTERY	(57.36)	4/25/2024
	Intern. Service - Info Technology	AMAZON CAPITAL SERVICES	INV #13YJ-LYJQ-RNGX - MEMORY CARD READER	17.58	4/25/2024
	Intern. Service - Info Technology	AMAZON CAPITAL SERVICES	INV #1HM3-D99F-363K - FIBER PATCH CABLE	18.98	4/25/2024
	Intern. Service - Info Technology	AMAZON CAPITAL SERVICES	INV #1VR1-QHH9-VKP6 - KLEIN WIRE TRACER TOOL	39.97	4/25/2024
	PRPC Indirect Costs	AMAZON CAPITAL SERVICES	INV #1X36-V9G1-VF9R - NOTEBOOK	12.99	4/25/2024
	Aging - HHSC	AMAZON CAPITAL SERVICES	INV #1Y4N-XPL6-QK4F - LARGE PRINT WALL CALENDAR - AGING	12.59	4/25/2024
216877	9-1-1 Management Plan	AT&T	CHILDRESS CO ADMIN 4/15-5/14/24	55.27	4/25/2024
216878	CJD - Planning	MR KENT BIRDSONG	IRT MILEAGE 4/16/24 - CJAC MTG	46.79	4/25/2024
216879	Cost Pool	CITY OF BORGER	BORGER WFC 3/12-4/12/24	94.14	4/25/2024
216880	CJD - Planning	MR TERRY BOUCHARD	IRT MILEAGE 4/16/24 - CJAC MTG	154.37	4/25/2024
216881	9-1-1 Management Plan	DEPT OF INFORMATION RESOURCES	INV #24020362N - DIR NW COST 2/24 - 9-1-1	40,199.85	4/25/2024
216882	9-1-1 Management Plan	MR VANCE EASLEY	IRT MILEAGE 4/12/24 - 9-1-1 ADV MTG	155.40	4/25/2024
216883	Cost Pool	EDDY STREET LP	INV #037 - RENT 5/24 - AMA WFC	21,390.91	4/25/2024
216884	Cost Pool	ED TURNER PROPERTY MANAGEMENT	RENT 5/24 - BORGER WFC	975.00	4/25/2024
216885	Economic Dev Administration	MS AMY FESSER	IRT MILEAGE 4/11/24 - EDAC MTG	66.53	4/25/2024
216886	9-1-1 Management Plan	MS MISTY GARRETT	IRT MILEAGE 4/12/24 - 9-1-1 ADV MTG	120.21	4/25/2024
216887	9-1-1 Management Plan	MS MICHELE GRIFFIN	IRT MILEAGE 4/12/24 - 9-1-1 ADV MTG	108.37	4/25/2024
216888	CJD - Planning	MS SHALYN HAMLIN	IRT MILEAGE 4/16/24 - CJAC MTG	87.70	4/25/2024
216889	CJD - Planning	MR MONTY HYSINGER	IRT MILEAGE 4/16/24 - CJAC MTG	64.36	4/25/2024
216890	9-1-1 Management Plan	MS KARA LEE	IRT MILEAGE 4/12/24 - 9-1-1 ADV MTG	66.53	4/25/2024
216891	CJD - Planning	MS NORMA LUGINBYHL	IRT MILEAGE 4/16/24 - CJAC MTG	66.53	4/25/2024
216892	9-1-1 Management Plan	MS KALEE MASSEY	IRT MILEAGE 4/12/24 - 9-1-1 ADV MTG	38.78	4/25/2024
216893	CJD - Planning	MS KAREN McGAHEN	IRT MILEAGE 4/16/24 - CJAC MTG	75.17	4/25/2024
216894	Economic Dev Administration	MS KRISTEN MOUDY	IRT MILEAGE 4/11/24 - EDAC MTG	131.01	4/25/2024
216895	CD Project Admin	NADO	INV #INV-23701-G9V8S1 - 5/15/24 SWREDA ANN CONF - HUBBARD	405.00	4/25/2024
216896	PRPC Indirect Costs	ODP BUSINESS SOLUTIONS LLC	INV #362729134001 - 4/8/24 - SUPPLIES	50.45	4/25/2024
216897	9-1-1 Management Plan	ON SHORE IT LLC	INV #1185 - PAMPA - TURNUP OF NEW INTERNET SVCE	1,470.00	4/25/2024
	9-1-1 Management Plan	ON SHORE IT LLC	INV #1186 - PERRYTON - NEW CIRCUIT TURNUP	2,450.00	4/25/2024
216898	PRPC Indirect Costs	PANHANDLE PRESORT SERVICES LTD	INV #510070 - 4/1-4/15/24 MAIL HANDLING	412.80	4/25/2024
216899	Economic Dev Administration	MS CORTNIE PATTERSON	IRT MILEAGE 4/11/24 - EDAC MTG	75.17	4/25/2024
216900	WIA Adult	PHALANX OUTREACH SOLUTIONS LLC	INV #1007 - PMT 1 OF 2 - SKILLUP PANHANDLE OUTREACH CAMPAIGN	4,960.00	4/25/2024
216901	9-1-1 Management Plan	PTCI	#202678 - PERRYTON NW 4/20-5/19/24	38.04	4/25/2024
216902	Economic Dev Administration	MS EMMA RECTOR	IRT MILEAGE 4/11/24 - EDAC MTG	93.77	4/25/2024
216903	Intern. Service - Automobile	ROGERS CAR CARE	INV #17903 - 4/19/24 CAR #7 SYNTHETIC OIL CHANGE	89.00	4/25/2024
	Intern. Service - Automobile	ROGERS CAR CARE	INV #17911 - 4/23/24 CAR #9 SYNTHETIC OIL CHANGE	89.00	4/25/2024
216904	9-1-1 Management Plan	MS RHONDA SCOTT	IRT MILEAGE 4/12/24 - 9-1-1 ADV MTG	131.01	4/25/2024
216905	Aging - HHSC	SIR SPEEDY OF AMARILLO	INV #156331 - CG NEWSLETTER 4/24	136.17	4/25/2024
216906	Economic Dev Administration	MS KAY SWART	IRT MILEAGE 4/11/24 - EDAC MTG	105.30	4/25/2024
216907	CCDF Quality Improvement	TEACHING STRATEGIES LLC	INV #INV191163 - 4/3/24-4/2/29 20 CREATIVE CURRICULUM BUNDLE	85,000.00	4/25/2024
216908	PRPC General Fund	UNITED SUPERMARKETS LLC	3/20/24 - SODAS FOR MEETINGS	35.94	4/25/2024
	PRPC General Fund	UNITED SUPERMARKETS LLC	3/28/24 - BOARD MTG SUPPLIES	33.47	4/25/2024
	PRPC General Fund	UNITED SUPERMARKETS LLC	4/2/24 - SODAS FOR MEETINGS	29.59	4/25/2024
216909	9-1-1 Management Plan	MS KIM WEATHERLY	IRT MILEAGE 4/12/24 - 9-1-1 ADV MTG	109.73	4/25/2024
216910	Aging - HHSC	ROSS WELLESLEY	IRT MILEAGE 3/24 - FACILITY VISITS	94.44	4/25/2024

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
216911	9-1-1 Management Plan	MR KIRSTEN WILLIAMS	IRT MILEAGE 4/12/24 - 9-1-1 ADV MTG	63.94	4/25/2024
216912	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	CARSON 4/13-5/12/24	394.14	4/25/2024
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	DONLEY 4/10-5/9/24	44.52	4/25/2024
216913	Economic Dev Administration	MR GUY YOUNG	IRT MILEAGE 4/11/24 - EDAC MTG	123.99	4/25/2024
31327	PRPC General Fund	NATASHA CLOWER	3/27/24 - CHECK #111 - FLEX REIMBURSEMENT	11.00	4/4/2024
31328	DRC	JERRI GLOVER	ORT 3/14-3/17/24 - PLANO/TAM CONFERENCE	1,154.68	4/4/2024
31329	Intern. Service - Accounting	MARY JULIA LYLES	INV #1015 - FINANCE TRNG HOURS - 3/24	125.00	4/4/2024
31330	9-1-1 Management Plan	CRAIG WOLF	IRT MILEAGE 3/13/24 - PERRYTON PD/PSAP MOVE	162.68	4/11/2024
31331	PRPC General Fund	NATASHA CLOWER	4/12/24 - CHECK #112 - FLEX REIMBURSEMENT	21.00	4/18/2024
31332	9-1-1 Management Plan	KHASI CAMPOS	IRT MILEAGE 4/18/24 - PSAP VISITS	135.61	4/25/2024
31333	Maps	KHASI CAMPOS	4/12/24 - REIMB FOR 9-1-1 MTG SUPPLIES	15.97	4/25/2024
31334	CD Project Admin	ALEX GUERRERO	ORT 4/9-4/10/24 - SAN ANTONIO	158.40	4/25/2024
31335	PRPC Indirect Costs	MELISSA TYE WHITAKER	4/9/24 - SD CARD FOR ANN REPORT PICTURES	49.99	4/25/2024
31336	PRPC Indirect Costs	MELISSA TYE WHITAKER	IRT MILEAGE 4/11/24 - BORGER/SEVERE WEATHER EXERCISE	76.05	4/25/2024
83955	Child Care CCF	CHILDREN'S LEARNING CENTER OF AMARILLO	CHILD CARE SERVICES PROVIDED (309208)	6,890.91	4/12/2024
83956	Child Care CCF	TAMME PINKERT	CHILD CARE SERVICES PROVIDED (309208)	6,703.17	4/12/2024
83957	Child Care CCF	CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (309208)	5,900.24	4/12/2024
83958	Child Care CCF	ST. MATTHEW'S EPISCOPAL D.S.	CHILD CARE SERVICES PROVIDED (309208)	4,089.29	4/12/2024
83959	Child Care CCF	RACHEL'S LITTLE HOUSE INC	CHILD CARE SERVICES PROVIDED (309208)	2,524.70	4/12/2024
83960	Child Care CCF	FIRST BAPTIST DIMMITT PRESCHOOL & DAYCARE	CHILD CARE SERVICES PROVIDED (309208)	1,059.79	4/12/2024
83961	Child Care CCF	DAWN TRUJILLO	CHILD CARE SERVICES PROVIDED (309208)	147.48	4/12/2024
83962	Child Care CCF	MARIA FLORES	CHILD CARE SERVICES PROVIDED (309208)	1,332.47	4/12/2024
83963	Child Care CCF	KRISTENS DAYCARE	CHILD CARE SERVICES PROVIDED (309208)	1,007.51	4/12/2024
83964	Child Care CCF	AMARILLO WESLEY COMMUNITY CENTER INC	CHILD CARE SERVICES PROVIDED (309208)	11,193.31	4/12/2024
83965	Child Care CCF	ELENA MCGLAUN	CHILD CARE SERVICES PROVIDED (309208)	25,881.24	4/12/2024
83966	Child Care CCF	EMMA CANTU DBA ABC LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	9,559.95	4/12/2024
83967	Child Care CCF	COMMUNITY DAY CARE CENTER INC.	CHILD CARE SERVICES PROVIDED (309208)	11,620.34	4/12/2024
83968	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (309208)	303.30	4/12/2024
83969	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE	CHILD CARE SERVICES PROVIDED (309208)	3,668.65	4/12/2024
83970	Child Care CCF	PANHANDLE MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (309208)	1,426.00	4/12/2024
83971	Child Care CCF	HEREFORD LATCHKEY 1NW	CHILD CARE SERVICES PROVIDED (309208)	3,482.43	4/12/2024
83972	Child Care CCF	AMARILLO COLLEGE MEDIPARK CAMPUS	CHILD CARE SERVICES PROVIDED (309208)	5,869.26	4/12/2024
83973	Child Care CCF	LITTLE LYNX DAY CARE	CHILD CARE SERVICES PROVIDED (309208)	628.39	4/12/2024
83974	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (309208)	12,221.15	4/12/2024
83975	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (309208)	8,952.90	4/12/2024
83976	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (309208)	1,719.41	4/12/2024
83977	Child Care CCF	KAREN SMITH	CHILD CARE SERVICES PROVIDED (309208)	1,511.53	4/12/2024
83978	Child Care CCF	LATUNYA MARIE JILES-FORD	CHILD CARE SERVICES PROVIDED (309208)	1,353.29	4/12/2024
83979	Child Care CCF	PAULA COOK	CHILD CARE SERVICES PROVIDED (309208)	640.60	4/12/2024
83980	Child Care CCF	MAMMYS DAYCARE	CHILD CARE SERVICES PROVIDED (309208)	2,538.50	4/12/2024
83981	Child Care CCF	RANGER ROUNDUP LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	3,025.56	4/12/2024
83982	Child Care CCF	TEXAS PREMIER CHILDCARE	CHILD CARE SERVICES PROVIDED (309208)	11,408.93	4/12/2024
83983	Child Care CCF	EMMA CANTU DBA ABC LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	10,582.09	4/12/2024
83984	Child Care CCF	STEPPING STONES LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	3,324.49	4/12/2024
83985	Child Care CCF	K4B LEARNING DEPOT 6 LLC	CHILD CARE SERVICES PROVIDED (309208)	9,858.41	4/12/2024
83986	Child Care CCF	BUTTERCUP HOUSE INC	CHILD CARE SERVICES PROVIDED (309208)	1,367.30	4/12/2024

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
83987	Child Care CCF	CHARBRA WILLIAMS	CHILD CARE SERVICES PROVIDED (309208)	800.90	4/12/2024
83988	Child Care CCF	CHRISTIAN PRESCHOOL CENTERS INC	CHILD CARE SERVICES PROVIDED (309208)	23,659.67	4/12/2024
83989	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CENTER INC	CHILD CARE SERVICES PROVIDED (309208)	9,786.26	4/12/2024
83990	Child Care CCF	KELSEY FOSTER	CHILD CARE SERVICES PROVIDED (309208)	3,672.95	4/12/2024
83991	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (309208)	14,021.16	4/12/2024
83992	Child Care CCF	LITTLE BLESSINGS PRESCHOOL	CHILD CARE SERVICES PROVIDED (309208)	280.00	4/12/2024
83993	Child Care CCF	THE COLONY CHRISTIAN CHILD DEV CENTER	CHILD CARE SERVICES PROVIDED (309208)	4,207.30	4/12/2024
83994	Child Care CCF	ELE ACADEMICS LLC	CHILD CARE SERVICES PROVIDED (309208)	266.87	4/12/2024
83995	Child Care CCF	OMAR MENDOZA	CHILD CARE SERVICES PROVIDED (309208)	1,379.10	4/12/2024
83996	Child Care CCF	STORYLAND PRESCHOOL & CHILD CARE CTR	CHILD CARE SERVICES PROVIDED (309208)	5,827.59	4/12/2024
83997	Child Care CCF	LITTLE FEET BIG STEPS	CHILD CARE SERVICES PROVIDED (309208)	2,855.19	4/12/2024
83998	Child Care CCF	LANE DAY SCHOOL LLC	CHILD CARE SERVICES PROVIDED (309208)	1,198.96	4/12/2024
83999	Child Care CCF	LIL COLTS CHILDCARE	CHILD CARE SERVICES PROVIDED (309208)	625.18	4/12/2024
84000	Child Care CCF	BRIGHT MINDS ACADEMY LLC	CHILD CARE SERVICES PROVIDED (309208)	2,037.34	4/12/2024
84001	Child Care CCF	CREATIVE LEARNING TREE 2	CHILD CARE SERVICES PROVIDED (309208)	2,925.11	4/12/2024
84002	Child Care CCF	SHAYLEE CONNELLY	CHILD CARE SERVICES PROVIDED (309208)	157.53	4/12/2024
84003	Child Care CCF	STEAMBOAT STATION	CHILD CARE SERVICES PROVIDED (309208)	10,782.46	4/12/2024
84004	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE II	CHILD CARE SERVICES PROVIDED (309208)	410.28	4/12/2024
84005	Child Care CCF	MARTIAL ARTS ATHLETIC CENTER NORTH	CHILD CARE SERVICES PROVIDED (309208)	11,824.69	4/12/2024
84006	Child Care CCF	SEEDS OF WISDOM CHRISTIAN FAMILY CHILDCARE	CHILD CARE SERVICES PROVIDED (309208)	213.52	4/12/2024
84007	Child Care CCF	HEARTS AND HANDS	CHILD CARE SERVICES PROVIDED (309208)	1,245.91	4/12/2024
84008	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (309208)	9,139.95	4/12/2024
84009	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (309208)	10,435.15	4/12/2024
84010	Child Care CCF	ROCK STAR DAYCARE	CHILD CARE SERVICES PROVIDED (309208)	728.57	4/12/2024
84011	Child Care CCF	LITTLE TROOPERS LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	2,463.82	4/12/2024
84012	Child Care CCF	HAPPY TRIBE ACADEMY	CHILD CARE SERVICES PROVIDED (309208)	78.17	4/12/2024
84013	Child Care CCF	CHILDRESS LITTLE STARS LLC	CHILD CARE SERVICES PROVIDED (309208)	1,695.78	4/12/2024
84014	Child Care CCF	PURE CREATION	CHILD CARE SERVICES PROVIDED (309208)	1,371.23	4/12/2024
84015	Child Care CCF	AMARILLO WESLEY COMM CENTER - SOUTH	CHILD CARE SERVICES PROVIDED (309208)	2,374.24	4/12/2024
84016	Child Care CCF	BECCAS BABIES DAYCARE CENTER	CHILD CARE SERVICES PROVIDED (309208)	10,529.58	4/12/2024
84017	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL, LLC	CHILD CARE SERVICES PROVIDED (309208)	6,495.38	4/12/2024
84018	Child Care CCF	TWO LITTLE FEET	CHILD CARE SERVICES PROVIDED (309208)	2,303.42	4/12/2024
84019	Child Care CCF	GRAY COUNTY LATCHKEY INC	CHILD CARE SERVICES PROVIDED (309208)	425.60	4/12/2024
84020	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (309208)	8,143.84	4/12/2024
84021	Child Care CCF	DUMAS DISCOVERY CENTER INC.	CHILD CARE SERVICES PROVIDED (309208)	8,781.27	4/12/2024
84022	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	3,787.58	4/12/2024
84023	Child Care CCF	POLK STREET UNITED METHODIST CHURCH, INC.	CHILD CARE SERVICES PROVIDED (309208)	1,677.71	4/12/2024
84024	Child Care CCF	HEREFORD DCC RUTH WARNER MEM	CHILD CARE SERVICES PROVIDED (309208)	768.33	4/12/2024
84025	Child Care CCF	STRATFORD AREA YOUTH CARE AGENCY, INC.	CHILD CARE SERVICES PROVIDED (309208)	755.46	4/12/2024
84026	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (309208)	2,468.13	4/12/2024
84027	Child Care CCF	TULIA CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (309208)	3,362.27	4/12/2024
84028	Child Care CCF	ALEJANDRA FLORES	CHILD CARE SERVICES PROVIDED (309208)	2,756.10	4/12/2024
84029	Child Care CCF	CHRISTIAN LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	622.77	4/12/2024
84030	Child Care CCF	GRAY COUNTY LATCHKEY INC	CHILD CARE SERVICES PROVIDED (309208)	566.70	4/12/2024
84031	Child Care CCF	DALHART AREA CHILD CARE CTR INC.	CHILD CARE SERVICES PROVIDED (309208)	2,428.31	4/12/2024

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
84032	Child Care CCF	OPPORTUNITY SCHOOL, INC.	CHILD CARE SERVICES PROVIDED (309208)	15,309.67	4/12/2024
84033	Child Care CCF	NIGHT & DAY CARE AND PLAY, INC.	CHILD CARE SERVICES PROVIDED (309208)	29,912.66	4/12/2024
84034	Child Care CCF	PLEASANT VALLEY BAPTIST DISCOVERY SCHOOL	CHILD CARE SERVICES PROVIDED (309208)	13,175.14	4/12/2024
84035	Child Care CCF	AMARILLO MONTESSORI DAY SCHOOL	CHILD CARE SERVICES PROVIDED (309208)	4,233.98	4/12/2024
84036	Child Care CCF	BUTTONS & BOWS ELC	CHILD CARE SERVICES PROVIDED (309208)	17,490.93	4/12/2024
84037	Child Care CCF	OPPORTUNITY SCHOOL EDWARDS CAMPUS	CHILD CARE SERVICES PROVIDED (309208)	33,196.65	4/12/2024
84038	Child Care CCF	SHIRLEY E ROMAINE	CHILD CARE SERVICES PROVIDED (309208)	496.57	4/12/2024
84039	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	6,702.53	4/12/2024
84040	Child Care CCF	COMMUNITY DAY CARE CENTER	CHILD CARE SERVICES PROVIDED (309208)	4,648.43	4/12/2024
84041	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	7,951.14	4/12/2024
84042	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	5,493.75	4/12/2024
84043	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	6,964.55	4/12/2024
84044	Child Care CCF	AMARILLO COLLEGE	CHILD CARE SERVICES PROVIDED (309208)	2,026.40	4/12/2024
84045	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	6,865.94	4/12/2024
84046	Child Care CCF	PAULAS DAY CARE	CHILD CARE SERVICES PROVIDED (309208)	2,675.99	4/12/2024
84047	Child Care CCF	NAZARENE KID'S KORNER	CHILD CARE SERVICES PROVIDED (309208)	1,311.52	4/12/2024
84048	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (309208)	6,211.57	4/12/2024
84049	Child Care CCF	DEEDEES DAYCARE	CHILD CARE SERVICES PROVIDED (309208)	132.00	4/12/2024
84050	Child Care CCF	INGLANTINA FLORES	CHILD CARE SERVICES PROVIDED (309208)	949.07	4/12/2024
84051	Child Care CCF	BELL STREET DAY CARE CENTER LTD	CHILD CARE SERVICES PROVIDED (309208)	38,481.17	4/12/2024
84052	Child Care CCF	AMARILLO CATHOLIC CHILDREN'S DEV CTR	CHILD CARE SERVICES PROVIDED (309208)	2,517.95	4/12/2024
84053	Child Care CCF	FRIENDSHIP RANCH CDC	CHILD CARE SERVICES PROVIDED (309208)	8,116.64	4/12/2024
84054	Child Care CCF	NEW BEGINNINGS PRESCHOOL & CDC	CHILD CARE SERVICES PROVIDED (309208)	3,463.36	4/12/2024
84055	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CENTER INC.	CHILD CARE SERVICES PROVIDED (309208)	30,847.13	4/12/2024
84056	Child Care CCF	BIZZY BEES CHILD CARE & PRESCHOOL INC.	CHILD CARE SERVICES PROVIDED (309208)	4,846.52	4/12/2024
84057	Child Care CCF	ORA BELINDA SCHOOLHOUSE LLC	CHILD CARE SERVICES PROVIDED (309208)	3,205.86	4/12/2024
84058	Child Care CCF	CHILDREN'S LEARNING CENTER OF AMARILLO	CHILD CARE SERVICES PROVIDED (310214)	7,556.74	4/26/2024
84059	Child Care CCF	TAMME PINKERT	CHILD CARE SERVICES PROVIDED (310214)	6,577.24	4/26/2024
84060	Child Care CCF	CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (310214)	5,879.18	4/26/2024
84061	Child Care CCF	ST. MATTHEW'S EPISCOPAL D.S.	CHILD CARE SERVICES PROVIDED (310214)	4,184.99	4/26/2024
84062	Child Care CCF	RACHEL'S LITTLE HOUSE INC	CHILD CARE SERVICES PROVIDED (310214)	2,375.76	4/26/2024
84063	Child Care CCF	FIRST BAPTIST DIMMITT PRESCHOOL & DAYCARE	CHILD CARE SERVICES PROVIDED (310214)	1,068.31	4/26/2024
84064	Child Care CCF	DAWN TRUJILLO	CHILD CARE SERVICES PROVIDED (310214)	153.01	4/26/2024
84065	Child Care CCF	MARIA FLORES	CHILD CARE SERVICES PROVIDED (310214)	1,338.59	4/26/2024
84066	Child Care CCF	KRISTENS DAYCARE	CHILD CARE SERVICES PROVIDED (310214)	1,019.53	4/26/2024
84067	Child Care CCF	AMARILLO WESLEY COMMUNITY CENTER INC	CHILD CARE SERVICES PROVIDED (310214)	11,532.37	4/26/2024
84068	Child Care CCF	ELENA MCGLAUN	CHILD CARE SERVICES PROVIDED (310214)	27,151.32	4/26/2024
84069	Child Care CCF	EMMA CANTU DBA ABC LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	9,428.50	4/26/2024
84070	Child Care CCF	COMMUNITY DAY CARE CENTER INC.	CHILD CARE SERVICES PROVIDED (310214)	12,153.37	4/26/2024
84071	Child Care CCF	CECYS DAYCARE	CHILD CARE SERVICES PROVIDED (310214)	292.31	4/26/2024
84072	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (310214)	304.29	4/26/2024
84073	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE	CHILD CARE SERVICES PROVIDED (310214)	4,443.27	4/26/2024
84074	Child Care CCF	PANHANDLE MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (310214)	1,600.08	4/26/2024
84075	Child Care CCF	HEREFORD LATCHKEY 1NW	CHILD CARE SERVICES PROVIDED (310214)	3,752.70	4/26/2024
84076	Child Care CCF	AMARILLO COLLEGE MEDIPARK CAMPUS	CHILD CARE SERVICES PROVIDED (310214)	5,767.49	4/26/2024

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
84077	Child Care CCF	LITTLE LYNX DAY CARE	CHILD CARE SERVICES PROVIDED (310214)	624.75	4/26/2024
84078	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (310214)	12,065.88	4/26/2024
84079	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (310214)	6,925.83	4/26/2024
84080	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (310214)	2,141.58	4/26/2024
84081	Child Care CCF	KAREN SMITH	CHILD CARE SERVICES PROVIDED (310214)	1,516.91	4/26/2024
84082	Child Care CCF	LATUNYA MARIE JILES-FORD	CHILD CARE SERVICES PROVIDED (310214)	1,486.64	4/26/2024
84083	Child Care CCF	PAULA COOK	CHILD CARE SERVICES PROVIDED (310214)	645.97	4/26/2024
84084	Child Care CCF	MAMMYS DAYCARE	CHILD CARE SERVICES PROVIDED (310214)	2,514.88	4/26/2024
84085	Child Care CCF	RANGER ROUNDUP LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	3,343.27	4/26/2024
84086	Child Care CCF	TEXAS PREMIER CHILDCARE	CHILD CARE SERVICES PROVIDED (310214)	11,543.08	4/26/2024
84087	Child Care CCF	EMMA CANTU DBA ABC LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	11,826.92	4/26/2024
84088	Child Care CCF	STEPPING STONES LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	3,332.27	4/26/2024
84089	Child Care CCF	K4B LEARNING DEPOT 6 LLC	CHILD CARE SERVICES PROVIDED (310214)	10,077.30	4/26/2024
84090	Child Care CCF	BUTTERCUP HOUSE INC	CHILD CARE SERVICES PROVIDED (310214)	1,380.80	4/26/2024
84091	Child Care CCF	CHARBRA WILLIAMS	CHILD CARE SERVICES PROVIDED (310214)	803.17	4/26/2024
84092	Child Care CCF	CHRISTIAN PRESCHOOL CENTERS INC	CHILD CARE SERVICES PROVIDED (310214)	24,243.53	4/26/2024
84093	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CENTER INC	CHILD CARE SERVICES PROVIDED (310214)	12,830.16	4/26/2024
84094	Child Care CCF	KELSEY FOSTER	CHILD CARE SERVICES PROVIDED (310214)	3,679.74	4/26/2024
84095	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (310214)	14,839.27	4/26/2024
84096	Child Care CCF	LITTLE BLESSINGS PRESCHOOL	CHILD CARE SERVICES PROVIDED (310214)	280.00	4/26/2024
84097	Child Care CCF	THE COLONY CHRISTIAN CHILD DEV CENTER	CHILD CARE SERVICES PROVIDED (310214)	5,323.87	4/26/2024
84098	Child Care CCF	ELE ACADEMICS LLC	CHILD CARE SERVICES PROVIDED (310214)	269.75	4/26/2024
84099	Child Care CCF	OMAR MENDOZA	CHILD CARE SERVICES PROVIDED (310214)	1,364.18	4/26/2024
84100	Child Care CCF	STORYLAND PRESCHOOL & CHILD CARE CTR	CHILD CARE SERVICES PROVIDED (310214)	6,170.96	4/26/2024
84101	Child Care CCF	LITTLE FEET BIG STEPS	CHILD CARE SERVICES PROVIDED (310214)	3,093.35	4/26/2024
84102	Child Care CCF	LANE DAY SCHOOL LLC	CHILD CARE SERVICES PROVIDED (310214)	1,283.91	4/26/2024
84103	Child Care CCF	LIL COLTS CHILDCARE	CHILD CARE SERVICES PROVIDED (310214)	632.13	4/26/2024
84104	Child Care CCF	BRIGHT MINDS ACADEMY LLC	CHILD CARE SERVICES PROVIDED (310214)	2,113.24	4/26/2024
84105	Child Care CCF	CREATIVE LEARNING TREE 2	CHILD CARE SERVICES PROVIDED (310214)	3,218.08	4/26/2024
84106	Child Care CCF	STEAMBOAT STATION	CHILD CARE SERVICES PROVIDED (310214)	10,722.05	4/26/2024
84107	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE II	CHILD CARE SERVICES PROVIDED (310214)	412.73	4/26/2024
84108	Child Care CCF	MARTIAL ARTS ATHLETIC CENTER NORTH	CHILD CARE SERVICES PROVIDED (310214)	12,166.92	4/26/2024
84109	Child Care CCF	SEEDS OF WISDOM CHRISTIAN FAMILY CHILDCARE	CHILD CARE SERVICES PROVIDED (310214)	217.64	4/26/2024
84110	Child Care CCF	HEARTS AND HANDS	CHILD CARE SERVICES PROVIDED (310214)	1,254.03	4/26/2024
84111	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (310214)	9,526.76	4/26/2024
84112	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (310214)	11,106.35	4/26/2024
84113	Child Care CCF	ROCK STAR DAYCARE	CHILD CARE SERVICES PROVIDED (310214)	729.55	4/26/2024
84114	Child Care CCF	LITTLE TROOPERS LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	2,796.63	4/26/2024
84115	Child Care CCF	HAPPY TRIBE ACADEMY	CHILD CARE SERVICES PROVIDED (310214)	653.21	4/26/2024
84116	Child Care CCF	CHILDRESS LITTLE STARS LLC	CHILD CARE SERVICES PROVIDED (310214)	1,717.99	4/26/2024
84117	Child Care CCF	PURE CREATION	CHILD CARE SERVICES PROVIDED (310214)	1,417.64	4/26/2024
84118	Child Care CCF	AMARILLO WESLEY COMM CENTER - SOUTH	CHILD CARE SERVICES PROVIDED (310214)	3,048.38	4/26/2024
84119	Child Care CCF	BECCAS BABIES DAYCARE CENTER	CHILD CARE SERVICES PROVIDED (310214)	11,084.50	4/26/2024
84120	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL, LLC	CHILD CARE SERVICES PROVIDED (310214)	8,061.76	4/26/2024
84121	Child Care CCF	SHAYLEE CONNELLY	CHILD CARE SERVICES PROVIDED (310214)	624.15	4/26/2024

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
84122	Child Care CCF	TWO LITTLE FEET	CHILD CARE SERVICES PROVIDED (310214)	3,390.05	4/26/2024
84123	Child Care CCF	GRAY COUNTY LATCHKEY INC	CHILD CARE SERVICES PROVIDED (310214)	336.09	4/26/2024
84124	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (310214)	8,019.31	4/26/2024
84125	Child Care CCF	DUMAS DISCOVERY CENTER INC.	CHILD CARE SERVICES PROVIDED (310214)	9,371.82	4/26/2024
84126	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	4,140.13	4/26/2024
84127	Child Care CCF	POLK STREET UNITED METHODIST CHURCH, INC.	CHILD CARE SERVICES PROVIDED (310214)	2,398.88	4/26/2024
84128	Child Care CCF	HEREFORD DCC RUTH WARNER MEM	CHILD CARE SERVICES PROVIDED (310214)	772.27	4/26/2024
84129	Child Care CCF	STRATFORD AREA YOUTH CARE AGENCY, INC.	CHILD CARE SERVICES PROVIDED (310214)	965.02	4/26/2024
84130	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (310214)	2,186.00	4/26/2024
84131	Child Care CCF	TULIA CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (310214)	3,505.00	4/26/2024
84132	Child Care CCF	ALEJANDRA FLORES	CHILD CARE SERVICES PROVIDED (310214)	3,310.09	4/26/2024
84133	Child Care CCF	CHRISTIAN LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	722.54	4/26/2024
84134	Child Care CCF	GRAY COUNTY LATCHKEY INC	CHILD CARE SERVICES PROVIDED (310214)	609.41	4/26/2024
84135	Child Care CCF	DALHART AREA CHILD CARE CTR INC.	CHILD CARE SERVICES PROVIDED (310214)	2,616.86	4/26/2024
84136	Child Care CCF	OPPORTUNITY SCHOOL, INC.	CHILD CARE SERVICES PROVIDED (310214)	15,871.30	4/26/2024
84137	Child Care CCF	NIGHT & DAY CARE AND PLAY, INC.	CHILD CARE SERVICES PROVIDED (310214)	30,278.28	4/26/2024
84138	Child Care CCF	PLEASANT VALLEY BAPTIST DISCOVERY SCHOOL	CHILD CARE SERVICES PROVIDED (310214)	12,751.07	4/26/2024
84139	Child Care CCF	AMARILLO MONTESSORI DAY SCHOOL	CHILD CARE SERVICES PROVIDED (310214)	4,310.70	4/26/2024
84140	Child Care CCF	BUTTONS & BOWS ELC	CHILD CARE SERVICES PROVIDED (310214)	17,521.44	4/26/2024
84141	Child Care CCF	OPPORTUNITY SCHOOL EDWARDS CAMPUS	CHILD CARE SERVICES PROVIDED (310214)	34,317.63	4/26/2024
84142	Child Care CCF	SHIRLEY E ROMAINE	CHILD CARE SERVICES PROVIDED (310214)	731.82	4/26/2024
84143	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	6,929.73	4/26/2024
84144	Child Care CCF	COMMUNITY DAY CARE CENTER	CHILD CARE SERVICES PROVIDED (310214)	5,063.92	4/26/2024
84145	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	8,617.90	4/26/2024
84146	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	5,748.66	4/26/2024
84147	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	7,403.35	4/26/2024
84148	Child Care CCF	AMARILLO COLLEGE	CHILD CARE SERVICES PROVIDED (310214)	2,028.84	4/26/2024
84149	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	6,958.72	4/26/2024
84150	Child Care CCF	PAULAS DAY CARE	CHILD CARE SERVICES PROVIDED (310214)	2,684.79	4/26/2024
84151	Child Care CCF	NAZARENE KID'S KORNER	CHILD CARE SERVICES PROVIDED (310214)	1,409.91	4/26/2024
84152	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (310214)	5,186.63	4/26/2024
84153	Child Care CCF	DEEDEES DAYCARE	CHILD CARE SERVICES PROVIDED (310214)	132.00	4/26/2024
84154	Child Care CCF	INGLANTINA FLORES	CHILD CARE SERVICES PROVIDED (310214)	954.60	4/26/2024
84155	Child Care CCF	BELL STREET DAY CARE CENTER LTD	CHILD CARE SERVICES PROVIDED (310214)	42,468.85	4/26/2024
84156	Child Care CCF	AMARILLO CATHOLIC CHILDREN'S DEV CTR	CHILD CARE SERVICES PROVIDED (310214)	3,404.56	4/26/2024
84157	Child Care CCF	FRIENDSHIP RANCH CDC	CHILD CARE SERVICES PROVIDED (310214)	8,216.81	4/26/2024
84158	Child Care CCF	NEW BEGINNINGS PRESCHOOL & CDC	CHILD CARE SERVICES PROVIDED (310214)	4,118.21	4/26/2024
84159	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CENTER INC.	CHILD CARE SERVICES PROVIDED (310214)	31,162.29	4/26/2024
84160	Child Care CCF	BIZZY BEES CHILD CARE & PRESCHOOL INC.	CHILD CARE SERVICES PROVIDED (310214)	5,286.11	4/26/2024
84161	Child Care CCF	ORA BELINDA SCHOOLHOUSE LLC	CHILD CARE SERVICES PROVIDED (310214)	3,396.37	4/26/2024
		AMARILLO NATIONAL BANK	WFD - INCENTIVE PAYMENTS - 4/24	755.00	
		CENTENNIAL BANK	BUILDING IMPROVEMENT PMT 4/12/24	6,645.07	

Panhandle Regional Planning Commission

Check/Voucher Register

From 4/1/2024 Through 4/30/2024

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
		DATAPATH CREDIT SERVICES	EMPLOYEE FLEX DRAFTS 4/24	2,317.98	
		ROSCOMMON - ABA ADMINISTRATORS	HEALTH INSURANCE DRAFT 4/24	42,429.56	
		TOOT'N TOTUM FOOD STORES LLC	VEHICLE FUEL 3/15/24-4/14/24	1,008.64	
		HUXFORD GROUP	WIRE TRANSFERS 4/24	355,671.50	
		VANTAGEPOINT T. AGENTS - 401	WIRE TRANSFERS 4/24	46,445.41	
		VANTAGEPOINT T. AGENTS - 457	WIRE TRANSFERS 4/24	6,259.12	
		VANTAGEPOINT T. AGENTS - ROTH IRA	WIRE TRANSFERS 4/24	1,506.02	
			TOTAL AMOUNT:	2,310,990.93	
			TOTAL NUMBER OF ELECTRONIC FUND TRANSFERS:	217	
			TOTAL NUMBER OF CHECKS WRITTEN:	224	
			TOTAL NUMBER OF WIRE TRANSFERS:	11	
			TOTAL NUMBER OF ANB BANK CARDS:	5	
			TOTAL NUMBER OF EMPLOYEE FLEX DRAFTS:	12	

ITEM 7

M E M O R A N D U M

DATE: May 23, 2024
TO: PRPC Board of Directors
FROM: Trent Taylor, Finance Director
Cristy Henderson, Asst. Finance Director
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Item 7
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.

	Balance@ <u>12/31/2023</u>	Balance@ <u>03/31/2024</u>	Balance@ <u>04/30/2024</u>
PRPC's Money Market Fund	\$4,103,637	\$3,547,000	\$3,561,771
9-1-1's Money Market Fund	<u>\$57</u>	<u>\$0</u>	<u>\$0</u>
Total MMIA Funds	<u>\$4,103,694</u>	<u>\$3,547,000</u>	<u>\$3,561,771</u>

CDARS CD	Duration	Return	
12/28/2023 - 06/27/24	26 Weeks	4.85%	\$500,000
3/28/2024 – 9/26/2024	26 Weeks	4.85%	\$500,000
Total Invested Funds			<u>\$4,561,771</u>

The money market funds are deposited at Amarillo National Bank. The PRPC fund rate for the month of April was 4.85%. The 9-1-1 fund earned an average annual yield of 0.00%. 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 8

M E M O R A N D U M

DATE: May 23, 2024
TO: PRPC Board of Directors
FROM: Debra King, AAA Director
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Item 8
Proclamation of Older American's Month

BACKGROUND

Older Americans Month (OAM) stands as a nationwide tribute, honoring the invaluable contributions and remarkable achievements of older adults. Spearheaded by the Administration for Community Living, this annual observance unfolds throughout May, igniting a spirit of recognition and gratitude.

In 2024, the overarching theme, "Powered by Connection," resonates deeply, underscoring the profound significance of social bonds in fostering health and overall well-being among seniors. It serves as a poignant reminder of the vital role interpersonal relationships play in enriching lives.

This year's grand celebration is set to unfold on May 24th, 2024, within the esteemed setting of the Amarillo Area Foundation headquarters. The immersive experience promises to ignite connections and honor the wisdom, resilience, and vibrant spirit of our older generation. With a diverse array of vendors, enlightening speakers, and delightful activities, this day is crafted to foster meaningful interactions and celebrate the invaluable contributions of seniors.

RECOMMENDATION:

No action needed.

Free Community Event



OLDER AMERICANS MONTH

POWERED BY

CONNECTION

**Join the Area Agency on Aging of the Panhandle
as we Celebrate Older Adults and
the Power of Connection!**

- Community Resources for Older Adults
- Proclamation of May as Older Americans Month
- Recognizing Powerful Connectors
- Keynote by the Amarillo Area Foundation
- Breakout Sessions on Animal Companionship,
Exercise, Preventing Fraud/Scams
- Un Programa Especial en Español
- Making the Connection Trivia
- Door Prizes
- Free Lunch Provided
- and more!



MAY | 24TH | 2024

9:00 AM - 3:30 PM



**Amarillo Area Foundation
919 S. Polk St. Amarillo, TX 79101**

SAVE YOUR SPOT TODAY! REGISTER BY MAY 17 - CALL ANNA OJEDA AT 806-331-2227



Older Americans Month 2024

A PROCLAMATION

Whereas, May is Older Americans Month, a time for us to recognize and honor our older adults across the City of Amarillo and Texas Panhandle and their immense influence on every facet of American society; and

Whereas, through their wealth of life experience and wisdom, older adults guide our younger generations and carry forward abundant cultural and historical knowledge; and

Whereas, older Americans improve our communities through intergenerational relationships, community service, civic engagement, and many other activities; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

Whereas, Area Agency on Aging of the Panhandle ensures that older Americans have the resources and support needed to stay involved in their communities — reflecting our commitment to inclusivity and connectedness; and

Now, therefore, We, Mayor and City Council of the City of Amarillo, Texas do hereby proclaim May 2024 as Older Americans Month. This year's theme, "Powered by Connection," emphasizes the profound impact of meaningful interactions and social connection on the wellbeing and health of older adults in our community.

We call upon all residents to join in recognizing the contributions of our older citizens and promoting programs and activities that foster connection, inclusion, and support for older adults.

[OFFICIAL SIGNATURE, SEAL, DATE, WITNESSING – PER SIGNATORY OFFICE]

ITEM 9

M E M O R A N D U M

DATE: May 23, 2024

TO: PRPC Board of Directors

FROM: John Schaumburg, Regional 9-1-1 Director

THROUGH: Michael J. Peters, Executive Director

SUBJECT: Item 9
Panhandle Regional 9-1-1 Text Control Center Provisioning

BACKGROUND

The Panhandle Regional 9-1-1 Network is changing call-handling equipment (CHE). The Text Control Center (TCC) needs to be provisioned to deliver texts to the region's new 9-1-1 equipment. The TCC functions as a mediator between the mobile telephone carriers and the 9-1-1 equipment. We are currently engaged in a two-year contract with Intrado Life and Safety Solutions Corporation as our TCC.

Intrado has provided us with a quote to provision TCC to function with the new CHE, and under the H-GAC Buy Contract EC07-23, the price of the provisioning is \$1,870.00 per Public Safety Answering Point (PSAP), which totals \$39,270.00. This is a one-time fee which occurs with any update to 9-1-1 CHE.

Any cost associated with Text-to-9-1-1 must be paid out of the regional 9-1-1 Network's program budget. There is currently an unexpended fund balance in the equipment budget large enough to cover the text provisioning. The 9-1-1 Network is working with the Commission on State Emergency Communications (CSEC) to amend the Regional 9-1-1 Network FY2024-25 Strategic Plan to shift \$39,270.00 from the equipment allocation to the program allocation to allow for this procurement. The CSEC meeting will take place on May 29th, 2024 to approve this request.

RECOMMENDATION:

The Panhandle Regional 9-1-1 Network recommends that the PRPC Board of Directors provisionally authorize, based on funding availability, the PRPC Executive Director to enter into a contract with Intrado Life & Safety Solutions Corporation to provide TCC provisioning for the new CHE, not to exceed \$39,270.00.



Company Name: Intrado Life & Safety Solutions Corporation

TCC Provisioning for new CHE

for

PRPC, TX

(Direct. Intrado products and services are on H-GAC Buy EC07-23.)

Quote Number: 76135

Version: 1

April 24, 2024

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

Summary - PRPC

Item	Price
Services	\$39,270.00
Total:	\$39,270.00

Item#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 Setup Fees					
TCCOTF4	TCC Provisioning Change Fee per PSAP	21	\$1,870.00	\$1,870.00	\$39,270.00
				Total	\$39,270.00

Notes**1** Quote for PRPC sites for TCC Provisioning for new CHE.

Site List:

	Site Name	Total Positions
	PRPC HQ – Host (non-PSAP) - Node A	0
1	Pampa PD - Host - Node B	2
2	Armstrong County SO	2
3	Borger PD	3
4	Carson County SO	2
5	Castro County SO	2
6	Childress Law Enforcement Center	2
7	Collingsworth County SO	2
8	Dallam County Jail	2
9	Donley County SO	2
10	Hall County SO	2
11	Hansford County SO	2
12	Hemphill County SO	2
13	Hereford PD	2
14	Lipscomb County SO	2
15	Moore County SO	2
16	Oldham County SO	2
17	Parmer SO	2
18	Perryton PD	2
19	Sherman County SO	2
20	Tulia PD	2
21	Wheeler County SO	2
		43

Terms

VENDOR NAME	Intrado Life & Safety Solutions Corporation Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	erd-ordermanagementteam@intrado.com
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2023
INVOICING	<p>If Intrado is not performing Installation, software and equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept software and equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that software and equipment is used for live call-taking or dispatching. If software and/or equipment are being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as "Final Acceptance." Services will be deemed accepted when performed. If installation is not purchased, then all fees will be invoiced on shipment. If installation is purchased, Customer will be invoiced according to the following terms:</p> <ul style="list-style-type: none">• 30% on acceptance of Customer's Order• 30% on shipment• 30% on System Cutover• 10% on Final Acceptance
DELIVERY	TBD
VALIDITY	Quote expires on October 23, 2024. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
COPYRIGHT	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corporation and is offered solely for the purpose of evaluation.

Optional Signature Page

Customer can purchase the products and services in this Quote by:

- Issuing a purchase order for the Total Amount of the quote
- OR
- By signing below

Intrado Quote Number: 76135 Version: 1 Date Issued: April 24, 2024

Total Purchase Amount (Not including Optional Products or Services): \$39,270.00

ACCEPTED AND AGREED:

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: PRPC, TX

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

By signing above, Customer acknowledges and agrees with the terms of the box checked below:

☐ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

☒ A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

ITEM 10

M E M O R A N D U M

DATE: May 23, 2024

TO: PRPC Board of Directors

FROM: Daphne Morcom, Regional Services Program Specialist

THROUGH: Michael J. Peters, Executive Director

SUBJECT: Item 10
Panhandle Electronic Warrant System (PEWS) Interlocal Cooperative Contract

BACKGROUND:

In 2014, the Amarillo Police Department learned of the potential that e-signatures could have in the execution of warrants. In 2015 after getting interest from other law enforcement agencies and seeing the potential use this system could have in other parts of the region, the City of Amarillo approached the PRPC about taking over the management of the system. A considerable amount of groundwork had already been laid to allow for that transition and it was agreed to have PRPC accept the responsibility of maintaining the system. At that point, the program became the Panhandle Electronic System or PEWS.

In addition to APD creating the foundation for PEWS, one of our Municipal Judges had also organized an after-hours and weekend Judges rotational call list. She obtained an Administrative Judges order granting Randall County Judges the authority to sign Potter County warrants and vice versa for the Potter County Judges. This was the first time that all of the Judges in the 2-county area agreed to be available after hours. That rotational list is now updated monthly; with the list provided to the local dispatch office.

The Potter County DA's Office has also been extremely instrumental in providing the legal expertise needed to word the affidavit and warrant templates. Today, there are over 40 different PEWS templates available for a variety of search warrant purposes; from a Search & Arrest Warrant to a Search Warrant with Curtilage and everything in between. As the need for additional warrant forms arises, the DA's Office has agreed to continue to craft the language needed for those new forms. In addition to officers using PEWS for warrants or their return and inventories, the Randall County District Attorney's Office uses PEWS for complaints.

Since 2014, PEWS has expanded to include all law enforcement agencies within Potter and Randall Counties, Dumas PD, Cactus PD and Moore County Sheriff's Office.

The way this system works; users first have to be authorized by their supervising officers. Once an officer has been granted system access they'll find a variety of fillable templates

which can be used to provide the particulars on the affidavit. The officer will then call local dispatch to determine which Judge is on call. The affidavit and warrant are then filled out and emailed to the Judge; that email also contains the phone number of the requesting officer. The Judge will review the facts and if he/she believes the request is warranted, the Judge will then call the officer and swear him/her in over the phone. Once the officer has attested to the warrant, the Judge will then electronically sign the document and email it back to the officer who will then execute the warrant. A validation certificate is created for each document produced; generating a complete, recorded history of every step in the warrant transaction, which can later be used in court. This process can be done from any type of internet-enabled computer or mobile device, including cell phones. Because of PEWS, officers are now able to get warrants executed in a shorter time frame.

The Chief of Police in Tulia and the Sheriff of Swisher County have expressed interest in building PEWS into Swisher County after seeing multiple agencies begin to utilize the system.

Enclosed with this agenda item is the draft Interlocal Agreement to be used for these agreements.

RECOMMENDATION:

PRPC staff recommends the PRPC Board of Directors authorize the PRPC Executive Director to execute the attached Interlocal Agreement for PEWS with Tulia Police Department and Swisher County Sheriff's Office.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE
PANHANDLE REGIONAL PLANNING COMMISSION
AND
City of Tulia
Panhandle Electronic Warrant System (PEWS)

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the Panhandle Regional Planning Commission (“PRPC”), a political subdivision of the State of Texas and City of Tulia (“City”), also a political subdivision of the State of Texas.

DEFINITIONS

When used in this document, the terms below will have the following definition.

“Digital Signature or Electronic Signature” means a binary code that, like a handwritten signature, authenticates and executes a document and identifies the signatory. In the US, electronic confirmation of signatures is legally acceptable from October 1, 2000 under the ‘Electronic Signatures in Global and National Commerce Act’ (also called the ‘E-sign Act’). The act gives full legal weight to electronic technologies that ensure authentication, confidentiality, data integrity, and non-repudiation, and directs courts to consider the electronic records on the same legal footing as the paper records.

“Completed Transaction” means an electronic record containing one or more related documents consisting of one page or a group of pages that together represent a single transaction associated with a particular warrant.

“Judicial Community” means the judicial system serving the Panhandle region including District Courts, County Courts, Municipal Courts, Justice of the Peace Courts; along with Judges, Justices of the Peace, Magistrates, district attorneys, county attorneys criminal district attorneys, city attorneys and any other agent or officer of the courts statutorily authorized to request, issue or execute warrants.

“Legal Custodian” means the Panhandle agency that will serve as the conservator of the collection of warrant templates that have already been built and any that may be built in the future to supply the PEWS with form documents that can serve the warrant needs of the City, ensuring, to the extent possible, that the forms remain in compliance with the applicable law and legislation.

“Local Government” means a municipality or other political subdivision of this state or a combination of political subdivisions, including a combination created under Texas Government Code Chapter 791.

“Local State Agency” means state agencies with jurisdiction in the Panhandle that are engaged in law enforcement or with the region’s judicial community and that are statutorily authorized to request, issue or execute warrants.

“Panhandle” means the 26-county area of the Texas Panhandle, designated by the Governor’s Office as being State Planning Region 1.

“Service Provider” means the company providing the Digital Signature service, certified delivery and receipt confirmation, audit and storage services supporting PEWS. Until amended in accordance with the provisions of this Agreement, the Service Provider will be eSign Genie, Inc. of Cupertino, CA.

AUTHORIZATION

The signatories hereto represent and warrant that they are properly authorized officials and have the necessary authority to execute this Agreement on behalf of their respective agency. Each hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

PURPOSE

The purpose of this Agreement is to create a voluntary consortium of Panhandle Local Governments and representatives of the Panhandle’s Judicial Community and Local State Agencies to establish, administer and maintain a system for the electronic execution and delivery of certain warrants and related court documents in order to automate the complaint-to-warrant service process, to create efficiencies in the judicial process, to reduce the amount of time required to request and issue warrants and related documents and to improve public safety.

TERM OF AGREEMENT

This agreement shall run concurrent with the term of the PRPC’s annual agreement with the Service Provider; beginning on February 1 and ending on January 31. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.

TERMINATION

Notwithstanding the foregoing, this Agreement may be terminated by either party by giving thirty (30) days written notice of intent to terminate to the other party. Any such notice must be delivered by certified mail or by email, using the option for Request a Delivery Receipt, to the other party at the address set out herein. Upon termination of this Agreement, neither party shall have any obligations to the other party, except with respect to services already rendered under this Agreement, but not yet paid.

PRPC'S RESPONSIBILITIES & LIMITATIONS

- a) For the purpose of this Agreement and the mutual relationship the PRPC and the City will share either directly or indirectly with the Service Provider, the PRPC is designated as the Subscriber (and currently, Reseller); while the City is designated as a customer (of PRPC's as a Reseller of the Service Provider's services).
- b) The PRPC will maintain and administer a contract for services with a qualified Service Provider to supply secure on-demand digital warrant transaction management services to the City that meet or exceed the minimum requirements of the E-Sign Act statutes.
- c) The PRPC will establish an account for the City that will enable the City's authorized users, those individuals that have been authorized by the City, to utilize these secure on-demand digital warrant transaction management services.
- d) The PRPC will procure the following support services on behalf of all agencies participating in this Agreement; including, the City.
 - a. Tier 1 support – includes basic customer service and support, such as providing general product and purchase information and responding to basic questions about product functions (such as logging in and resetting lost passwords).
 - b. Tier 2 support – includes advanced product information and support, such as responding to Tier 1 calls that cannot be resolved or need additional assistance.
- e) The PRPC will invoice the City in accordance with the payment provisions herein.
- f) The PRPC will maintain a portal on which a variety of warrant templates, which may be used by the City to meet its warrant needs, will be securely housed and made accessible to the City.
- g) The PRPC will maintain, through separate interlocal agreement, an arrangement with a qualified Legal Custodian, to review and update as needed, the warrant templates to affirm their continued consonance with current applicable laws and legislation.
- h) If the City requires a unique template to meets its warrant needs, the PRPC will facilitate the development of the form; provided, the City supplies PPRC with the legal language necessary to support the development of the template.
- i) Warranty, Disclaimers, Indemnification, Limitations of Liability. The provisions of Sections 6 of the attached Exhibit 1 are hereby incorporated herein for all purposes and further purposes of this subsection and convenience, the Parties now deem that PRPC stands in place of eSign Genie as to the incorporated Sections 6. Thus, by way of convenient summary here only and without waiving the full incorporated terms: PRPC passes to the City any Warranties made by eSign Genie while PRPC itself MAKES NO WARRANTY. PPRC DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and PRPC further disclaims warranties in the same manner to the same extent as does eSign Genie in the incorporated text. The City agrees to Indemnify PRPC to the same extent as City Indemnifies eSign Genie in the incorporated text. To the extent allowed by Texas law, PPRC's Limitations of Liability are the same as the Limitations between the City and eSign Genie in the incorporated text.
- j) PRPC does not become a party to any document that is processed by the City pursuant to this Interlocal Agreement and the services provided by eSign Genie.

CITY RESPONSIBILITIES

- a) The City agrees to pay for the services rendered under this Agreement in accordance with the terms provided below.
- b) The City will be bound by the Terms and Conditions contained in the PRPC's contract with the Service Provider; attached hereto as Exhibit 1 to this Agreement.
- c) The City is responsible for managing subaccounts (that is, issuing usernames and passwords) to each of its personnel authorized to use PEWS, and the prompt disabling of such access when such personnel are no longer authorized.
- d) While PEWS is primarily intended to facilitate the efficient processing of warrants, the City may also use it for processing other criminal justice documents that require signatures of remote persons (example: a criminal complaint or affidavit).
- e) The City understands and agrees that it is responsible for providing all necessary and appropriate: (1) internet connectivity and email service necessary to access and successfully use the services provided by PRPC and eSign Genie via the PEWS; (2) physical and electronic security to safeguard the information of the City processed by use of PEWS.
- f) The City is solely responsible for determining for itself the appropriateness and suitability of: (1) the content of any template or other form that is intended to be customized or used for or in conjunction with any specific situation or circumstances of the City; and (2) the use of eSign Genie for a particular document or transaction rather than using manual delivery and signing of documents.

COST FOR SERVICES

- a) For all intents and purposes, this Agreement represents an agreement for joint purchasing whereby the PRPC will, on an annual basis, procure a limited number of Completed Transactions from the Service Provider, on behalf of all Panhandle Local Governments and representatives of the Panhandle's Judicial Community and Local State Agencies participating in this Agreement.
- b) Upon the execution of this Agreement, the City will pay to the PRPC the amount of \$250.00 as an annual activation fee for participation in this joint purchasing arrangement. This activation fee will partially defray the reasonable administrative costs incurred by the PRPC in the supervision and administration of this Agreement.
- c) Thereafter, the City will be charged a unit rate for each Completed Transaction consumed by its authorized users in accordance with the following schedule:

Completed Transactions - #1-500:	The unit rate is \$2.50 per transaction
Completed Transactions - #501-1000:	The unit rate is \$2.00 per transaction
Completed Transactions - #1001-2000:	The unit rate is \$1.25 per transaction
Completed Transactions - #2001 & over:	The unit rate is \$0.75 per transaction
- d) The PRPC will invoice the City on or about July 31 for any Completed Transactions consumed since the start of the contract term in accordance with the schedule under Part c: above/
- e) At the start of the subsequent Term (the automatic renewal period), the City will be invoiced for any Completed Transactions consumed during the last six months of the previous Term in accordance with the schedule under Part c) above; plus, the annual activation fee for the automatic renewal period.
- f) Invoices, including an activity report documenting the number of Completed Transactions consumed by the City during the invoice period, will be address to:

Name: Paul Brown
Title: Chief of Police
Address: PO Drawer 847
Tulia, Texas 79088
Phone/Fax: (806) 995-3555/(806) 995-2222
Email: p.brown@tuliapd.org

- g) If the City terminates its participation in this Agreement in accordance with the provisions stated herein prior to the start of the renewal period then with its final invoice, the City will only be invoiced for any Completed Transactions consumed during the last six months of the previous Term in accordance with the schedule under Part c) above.
- h) The City hereby warrants that all payments, contributions, fees and disbursements required of it hereunder shall be made from current revenues budgeted and available to the City.

MUTUAL UNDERSTANDINGS

Amendments. The PRPC may, as necessary, amend the terms of this Agreement, including an adjustment to the activation fee or to the Completed Transaction unit rate, to ensure that the Service Provider contract costs and the reasonable costs involved with the supervision and administration of this Agreement can be fully defrayed. No amendment shall become effective until the beginning of the next renewal year; provided, the PRPC has provided not less than 60 days' written notice to the City.

Credits. Regarding the Cost for Services, it's understood that the PRPC desires only to recover the true costs of operating the PEWS from year-to-year. Should the PRPC recoup funds in excess of those costs in one Term; they will be proportionately credited to PEWS participants in the subsequent Term.

Any such credits will be used on the percentage of the total Completed Transactions used during the previous Term that each PEWS participant consumed.

Assignment. This Agreement may not be assigned by either party.

Entire Agreement. This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

Force Majeure. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage or labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provide, however, force majeure shall not excuse an obligation solely to pay funds.

Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by email, using the option for *Request a Delivery Receipt* or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

Severability. The PRPC and City agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Warranties. PPRC has not made and does not hereby make any representations, warranty or covenant, written or oral, statutory, express or implied, as to any matter whatsoever, including without limitation, the design, quality, capacity, material, workmanship, operation, condition, merchantability or fitness for a particular purpose, hidden or latent defect of the PEWS or any portion thereof, or as to any patent, copyright, or trademark infringement.

This Interlocal Agreement is executed to be effective the date of the last party to sign.

PANHANDLE REGIONAL PLANNING COMMISSION

By: _____ Date: _____
Name: Michael J. Peters
Title: Executive Director
Address: 415 SW Eighth Ave. / PO Box 9257
Amarillo, Texas 79101 / Amarillo, Texas 79105
Email: mpeters@theprpc.org

CITY OF TULIA

By: _____ Date: _____
Name: Paul Brown
Title: Chief of Police
Address: PO Drawer 847
Tulia, Texas 79088
Email: p.brown@tuliapd.org

EXHIBIT 1.



Proposal

Panhandle Regional Planning Commission

Proposal Highlights

1. Section 1 – eSign Genie Information
2. Section 2 – Pricing Chart
3. Section 3 – Implementation
4. Section 4 – Training
5. Section 5 – Security

Date: October 11, 2016

Submitted To	Prepared By
Gary Pitner Executive Director Panhandle Regional Planning Commission	Anita Bist VP, Business Development abist@esigngenie.com

Table of Contents

Proposal for Panhandle Regional Planning Commission	3
Panhandle Regional Planning Commission Requirements	3
eSign Genie Solution for Your Requirements.....	3
Section 1 eSign Genie Information	3
Capabilities Statement	3
Section 2 Pricing Chart.....	4
Section 3 Implementation	11
Section 4 Training	11
Section 5 Security	11
Section 6 Business Agreement	13

Proposal for Panhandle Regional Planning Commission

Dear Gary,

I want to thank you for your interest in eSign Genie esignatures for the Texas Panhandle Regional Planning Commission and for wanting to get started from October 15th, 2016 with eSign Genie.

Panhandle Regional Planning Commission Requirements

Your requirements are that 460 officers would be sending the warrants out to 14 judges for esigning. You are also looking at using esignatures in other ways for your commission to introduce time and cost efficiencies into your system. Last year you had a total of 2,500 warrants and used 40 word documents/templates and you are looking for unlimited documents/year. Your term with eSign Genie will begin on October 15, 2016

eSign Genie Solution for Your Requirements

As discussed with Lori and John, eSign Genie will offer the Business Premium package which would include custom branding, template sharing, online signing, in-person signing and using the API. The online signing feature will make it easy for you to put the templates on your website so that officers can just login to the portal and send warrant forms etc. from your webpage instead of having to login to eSign Genie each time. This will greatly reduce the time and steps needed in the esigning process. We are offering unlimited documents and templates/year and access for 500 officers for \$4,000/year paid upfront. Every additional 125 users after that will be \$1,000/year extra (as you expand your esignature initiative). In addition, eSign Genie will be providing the Panhandle Regional Planning Commission support and expert guidance services from our professionals.

Section 1 eSign Genie Information

eSign Genie is a division of AccountSight which was established in 2013. eSign Genie is a low-cost provider to companies that generate a high volume of documents for esigning. Our customers include VMware, Delaware Municipal Airport, Ehrenberg-Bass Institute for Marketing Studies, HealthStreet, Synergy America, First Service Networks, Assured Relocation, Griffin School, Int'l Recovery Solutions and many more.

Capabilities Statement

eSign Genie is a very robust featured solution and provides the ability to upload/create pdfs, creating templates, using embedded links for greater convenience, attaching supporting documentation, and integrate websites/applications using the APIs for increased automation. eSign Genie offers both the

SaaS model where you use eSign Genie's secured servers or you can have eSign Genie installed on your own private company servers.

Our solution provides you the flexibility to integrate quickly and securely while still focusing on your core business process and scaling with your growth. In this proposal, you will see that eSign Genie is a very versatile software (in addition to its ease of use) so that you can automate your esignature processes thus saving Panhandle Regional Planning Commission time, hassle and money.

Section 2 Pricing Chart

eSign Genie is a most robust yet affordable software provider in the esignature space. eSign Genie is providing a specially discounted price to the Texas Panhandle Regional Planning Commission as it is a non-profit organization.

Plan Name	Number of Users	Annual Price
Business Premium Plan Special Non-Profit Pricing <u>Annual Pricing:</u> Business Premium plan with up to 500 senders and unlimited documents and templates/year. Additional Features, Training and Support Included: ✓ You can use any of our existing Business Premium Features (Includes Embedded signing, Link based signing and branding), can be used for judges, general vendors, employees and partner contracts esignature. If would like to use the API, you can do that as well. ✓ Demo/Training/Support of Business Premium Features: <ul style="list-style-type: none">○ Embedded sending○ Custom branding○ In-Person signing ✓ Support (phone, chat and email)	Up to 500 users	\$4,000/year paid upfront (unlimited documents/year)

Signatures:

Anita Bist 10/11/2016

Anita Bist
VP, Business Development

Gary Pitner

Gary Pitner
Executive Director

What is eSign Genie?

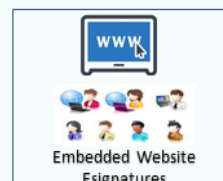
- ☐ eSign Genie is an easy to use, robust and comprehensive esignature solution
- ☐ Choice of cloud, hosted or on-premise installation
- ☐ Multiple out-of-the-box integrations and robust APIs



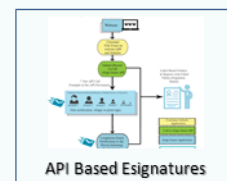
In-Person Esignatures



Multiple Party Esignatures



Embedded Website Esignatures



API Based Esignatures

Electronic Signature Benefits

- ☐ **Save Time and Money:** Expedite document signing process to save time and money over regular mail or scanning solution.
- ☐ **Easy:** eSign Genie electronic signatures are fast, easy and legally binding so why not take advantage to boost your process.
- ☐ **Reporting:** Understand where the documents are during the signing process.



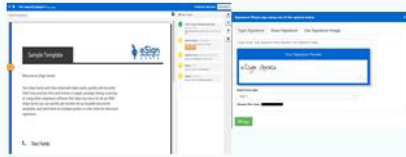
- ☐ **Seal the Deal Faster:** Time is of the essence whether closing a sales deal or hiring an employee.
- ☐ **Automate:** Automate the signup process using online embedded signing or API based signatures.
- ☐ **Increased Productivity:** Using templates can reduce the document/contract creation time and boost productivity significantly.

Choose Cloud-Based, Hosted or Install on Your Premises

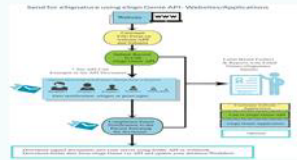
Control and secure as per your organization preference

eSign Genie Features

✓ Online Electronic Signatures



✓ API based Esignatures



✓ Embedded Online and Bulk Signing



✓ Bulk Signing



✓ Workflow-Based Approvals



✓ Reporting



Sample Use Cases

Esignatures for All Scenarios

☐ Generic Esignatures

- ✓ Sales Contracts
- ✓ Vendor Contracts

☐ Reusable Template Based Esignatures

- ✓ HR Packages
- ✓ Consulting Packages

☐ API-Based Esignatures

- ✓ Project Phase Approval
- ✓ eLearning System
- ✓ Waivers and Other Online Confirmation

☐ Online and Bulk

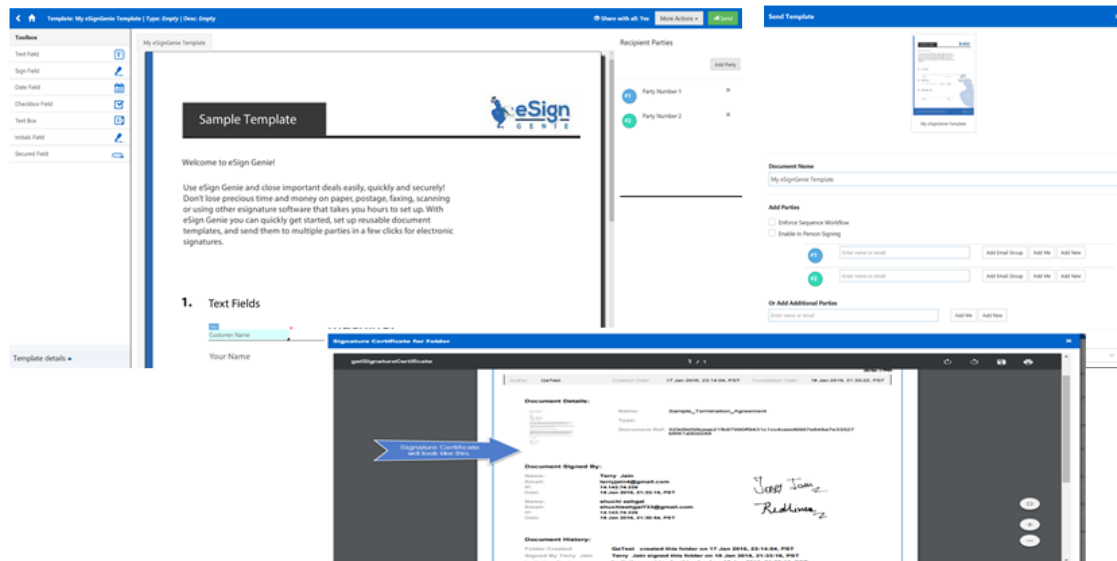
- ✓ Signing Mass NDAs/Renewal
- ✓ Important Notification Acknowledgement



Solution (Template/Document Flow)

Templates/Documents Electronic Signing

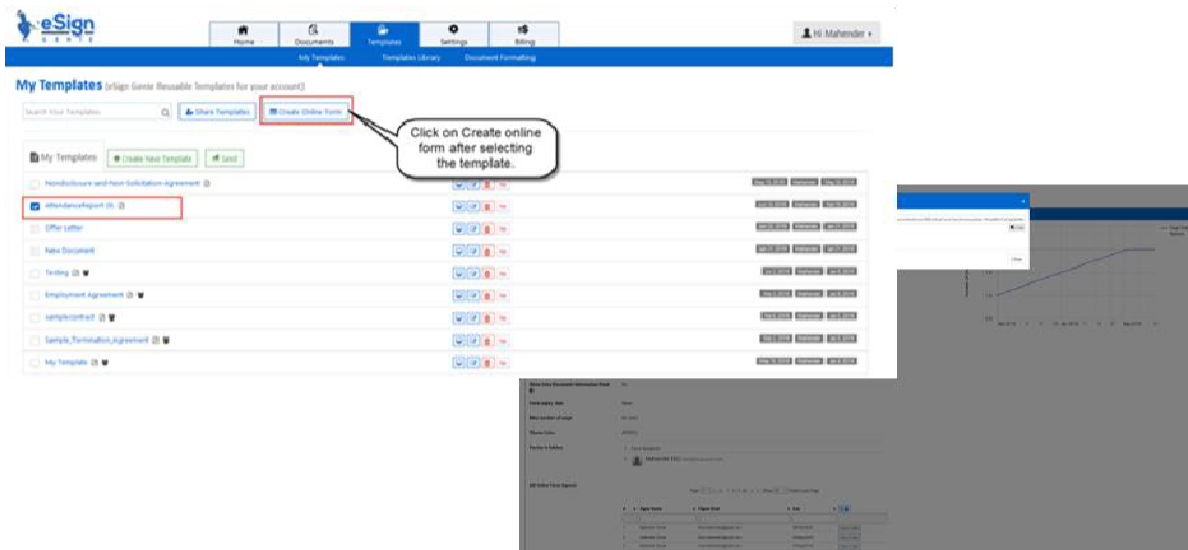
- ✓ Reusable Template Creation
- ✓ Esign Document or Reusable Template (single/multiple parties)
- ✓ Send for Electronic Signature



Solution (Embedded or Online Link)

Online Link or Embedded Electronic Signing

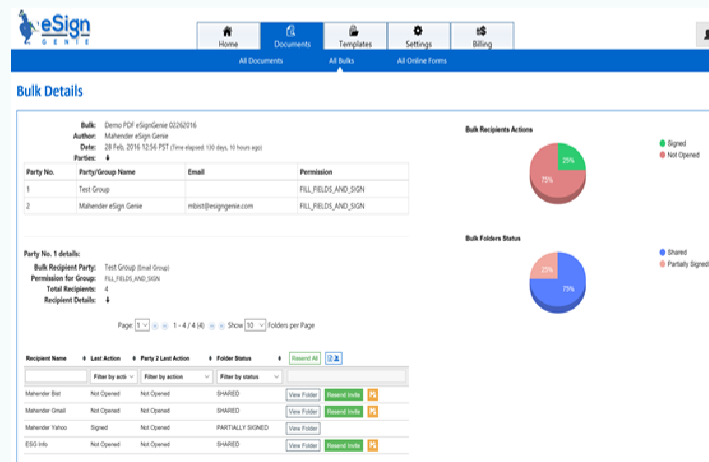
- ✓ Send link
- ✓ Embed link on your website using iFrame
- ✓ Automatically generated code for embedded signing



Solution (Bulk Esignatures)

Bulk Esignature: Offers special contract dashboard and email notifications

- ✓ Batch Esigning
- ✓ Sequential or parallel workflow
- ✓ Dashboard
- ✓ Reminder sending capability to recipient and owner
- ✓ Export the signer information or complete data into Excel Report



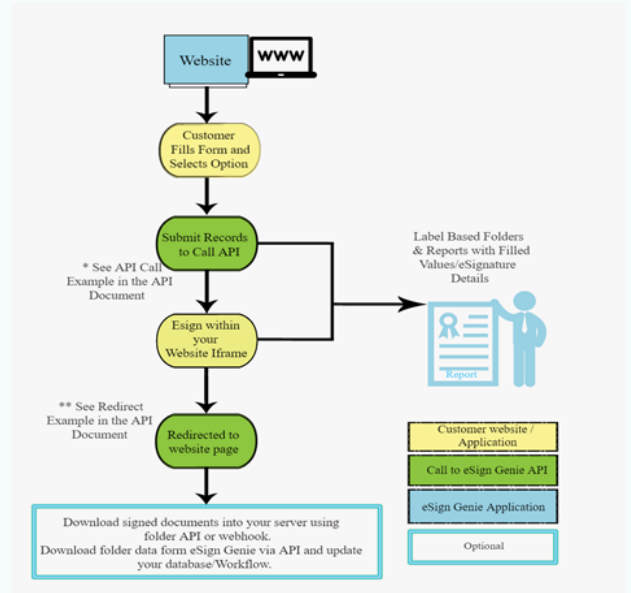
Solution (API Based)

Use Template or PDF in eSign Genie and Send/Sign

Direct eSignature Option

Ex: Your Website or Application

- ✓ Create templates in eSign Genie and generate fillable form code.
- ✓ Embed the form on your website/application or hosted form with eSign Genie.
- ✓ Customer fills information and submits (API is called).
- ✓ Contract opens (with information filled out). Customer signs the contract from the website/application.
- ✓ Redirected back to website page.

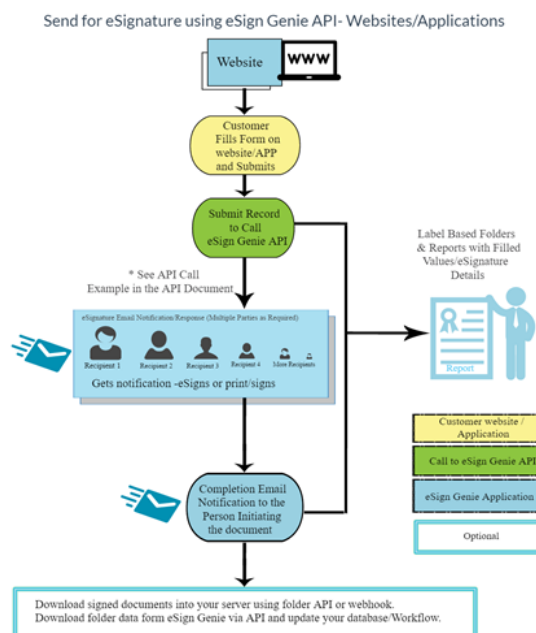


Solution (API Based)

Use Template in eSign Genie or PDF Document and Send/Sign

Sending to Recipient Option Your Website or Application

- ✓ Create templates on eSign Genie and generate fillable form code.
- ✓ Embed the form on your website/application or hosted form with eSign Genie.
- ✓ Your company representative (Sender) fills information and submits (API is called).
- ✓ Contract opens with information filled out. Sender adds recipient emails and sends.
- ✓ Recipient receives email, clicks on the link and esigns the contract in eSign Genie.
- ✓ Upon esignature completion, sender gets notified, esigns (if required) and completes the contract.



Section 3 Implementation

The implementation of esignatures for the Texas Panhandle Regional Planning Commission will take a week or two based on the training schedule for employees and testing it.

Section 4 Training

Upon selection of eSign Genie as your vendor of choice, we will schedule a live training session over the internet with Panhandle Regional Planning Commission based on everyone's availability. There will also be a downloadable instruction manual to supplement the webinar based training. If required, we can schedule further sessions as well so as to train any new users in Panhandle Regional Planning Commission as they come on board.

Section 5 Security

eSign Genie understands that security and enforceability are essential when sending and receiving contracts, agreements, and other signature required documents. You can have peace of mind that when you send your confidential documents for esigning with eSign Genie, your data is protected.

eSign Genie uses the highest level of 256-bit SSL Encryption technology so that your data is transmitted securely. eSign Genie also uses firewalls to protect its servers which only allows the necessary traffic to do its system operations. A firewall controls access to the resources of a network through a positive control model. This means that only traffic that is defined in the firewall policy is allowed and that the rest is denied. Also, no staff has access to your information so your information remains private and secure.

Data Backup

eSign Genie has real time data backups between its servers. Therefore, there isn't any lag time between the back up creation which means seamless operation in case of any server going down for maintenance.

Physical Security

eSign Genie's servers are hosted in a secure SSAE 16 facility that is SOC 2, SOC 3 and HIPAA compliant with 24/7 security management. Security measures include:

- Biometric readers
- Infrared detectors
- Remote camera monitoring backed by digital recordings

- Constantly locked cabinets and cages
- Full perimeter fencing
- Direct connection to emergency law enforcement in case of emergency

Audit Trail

eSign Genie understands that sometimes a situation may arise in which the parties of a contract may be in disagreement with each other regarding the terms and conditions in that contract and may have to present evidence in court in case of any litigation. eSign Genie generates an audit trail that tracks each document by IP address and time stamp which can be submitted in court.

Certificate of Completion

All the users, timings and IP addresses are captured right from the time of document creation to sending to viewing by different parties to esigning. This Certificate can be downloaded and then presented as proof of the signing of the document.

PDF Tamper Proof Technology

eSign Genie also uses DigiCert pdf tamper proof technology which invalidates the pdf if any attempt is made to tamper with the document after it has been signed. This encryption provides tamper proofing of all signed PDF documents and signature certificates.

Legal Compliance

eSign Genie complies with the following legal regulations governing esignatures and esign laws:

- The Uniform Electronic Transactions Act (UETA) Regulations Compliance
- The Electronic Signatures in Global and National Commerce Act (ESIGN) Regulations Compliance
- Health Insurance Portability and Accountability Act (HIPAA) Compliance
- Financial Industry Regulatory Authority (FINRA) Compliance
- CFR Part 11 Compliant – Code of Federal Regulations that establishes the United States Food and Drug Administration (FDA) regulations
- PCI Compliance – eSign Genie's PCI DSS 2.0 compliance certifies the safe and secure handling of the credit card holder information
- SSAE 16 – eSign Genie undergoes yearly audits across all aspects of its datacenters, and has sustained and surpassed all requirements

Section 6 Business Agreement

eSign Genie (Software Service Provider) and the Texas Panhandle Regional Planning Commission (Customer) agree to enter into a mutual confidential business relationship for the purpose of 'Software Service Usage Agreement'.

In order to achieve this purpose, each party may acquire valuable trade secrets and/or confidential and proprietary information of the other party or its affiliates. In consideration of the foregoing, it is hereby agreed that:

1. Confidential Information means all confidential and proprietary information which is disclosed by one party to the other party and is clearly labeled as confidential or proprietary or is disclosed orally is followed up in writing within 30 days of the oral disclosure identifying the subject matter which is confidential or proprietary.
2. Each party agrees not to use the Confidential Information for any purpose whatsoever except for the purposes set forth above. Each party agrees not to disclose the Confidential Information to any third person and only disclose the confidential information to its employees and those of its affiliates who have a need to know and who agree to keep such information confidential. Each party agrees that it shall protect the confidentiality of, and take reasonable steps to prevent disclosure or unauthorized use of, the Confidential Information in order to prevent it from falling into the public domain or the possession of persons not legally bound to maintain its confidentiality, provided that in no event shall such party's obligations exceed the reasonable standard of care taken to protect its own confidential information of like importance. Each party will promptly advise the other party in writing of any misappropriation or misuse by any person of such Confidential Information and provide assistance to the injured party in any legal proceedings related thereto. Each party acknowledges that its obligations hereunder survive in accordance with the terms hereof, notwithstanding the termination of the business relationship of the parties, for a period of two (2) years following the last disclosure of Confidential Information by the other party hereunder.
3. No copies of any Confidential Information may be made except to implement the purposes of this Agreement. Any materials, documents, notes, memoranda, software code, drawings, sketches and other tangible items containing, consisting of or relating to the Confidential Information of a party which are furnished hereunder to the other party, or are in the possession of the other party, remain the property of the party which disclosed the Confidential Information and shall be promptly returned to such party upon the disclosing party's request therefore. Nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in any Confidential Information except as specified in this Agreement.

4. Each party's obligations under this Agreement shall not apply to information which: (a) is known by the receiving party or is publicly available at the time of disclosure; (b) becomes publicly available after disclosure by the disclosing party to the receiving party through no act of either party; (c) is hereafter rightfully furnished to the receiving party by a third party without restriction as to use or disclosure; (d) is disclosed with the prior written consent of the disclosing party; (e) is information that was independently developed by the receiving party; or (f) is required to be disclosed pursuant to any judicial or administrative proceeding, provided that the receiving party promptly notifies the disclosing party of such action and gives the disclosing party the opportunity to seek any legal remedies to maintain such information in confidence.
5. Nothing in this Agreement shall obligate either party to disclose any information to the other party or enter into any other agreement with the other party. Each party acknowledges that if the other party is required to bring an action to enforce the provisions of this Agreement, the damages will be irreparable and difficult to measure and that the other party shall be entitled to equitable relief including a preliminary injunction in addition to any other relief available. Should litigation arise concerning this Agreement, the prevailing party shall be entitled to its attorneys' fees and court costs in addition to any other relief which may be awarded. This Agreement shall be governed by California law without regard to provisions concerning conflicts of laws. This Agreement and any exhibits attached hereto are the complete and exclusive statement regarding the subject matter of this Agreement and supersede all prior agreements, understandings and communications, oral and written, between the parties regarding the subject matter of this Agreement. A waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive a party's right thereafter to enforce and compel compliance with this Agreement. No modification of this Agreement is effective unless in writing and signed by both parties. The obligations and benefits of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and representatives.

ITEM 11

MEMORANDUM

DATE: May 23, 2024
TO: PRPC Board of Directors
FROM: Jarian Fred, Local Government Services Program Coordinator
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Item 11
Region-1 Canadian-Upper Red Regional Flood Planning Group Funding
Contract with the Texas Water Development Board

BACKGROUND:

In 2019, the 86th Texas Legislature issued Senate Bill 8, which established a new regional flood planning process for the state. The Texas Water Development Board (TWDB) has established 15 planning regions and, in June, issued a solicitation seeking political subdivisions to sponsor the regional flood planning groups (RFPG). Following the regional water planning group model, the Region-1 Flood Planning Group designated PRPC as the political sponsor to apply for funding and support the planning process.

The Region-1 Canadian-Upper Red Regional Flood Planning Group, which spans 44 counties from the Texas Panhandle to Wichita Falls, has responded to the Texas Water Development Board's Request for Applications. We have submitted a funding application that outlines a comprehensive Scope of Work. This work includes developing the 2028 Regional Flood Plan to be submitted to the TWDB by January 10, 2028. The total committed funds for this 5-year planning effort amount to \$2,305,100.00.

Certain administrative costs directly spent supporting the RFPG will be eligible for reimbursement through the TWDB grant contract according to 31 TAC Chapter 361 Rule § 361.72. The allocation allowed towards administrative costs is approximately \$5,000 per meeting, not to exceed \$100,000 for the total planning effort. The contractor expense budget for this planning cycle allows an additional \$15,000.00 for administrative expenses outside of salaries and wages. Approximately \$2,160,479.03 is anticipated to be utilized for the Technical Sub-Consultants, with the remaining \$29,620.97 for voting planning member travel.

The Region-1 Flood Planning Group is currently working through the Technical Sub-Consultant contract negotiations for the 2028 planning cycle. The planning group has scheduled its next meeting for June 20, 2024 during which they will further negotiate and consider approving the technical consultant contract.

RECOMMENDATION

PRPC recommends that the Board of Directors authorize the PRPC Executive Director to execute a funding contract with the Texas Water Development Board to perform the TWDB approved Region-1 Flood Planning efforts for the development and adoption of the 2028 Region 1 Canadian-Upper Red Regional Flood Plan.



DRAFT

STATE OF TEXAS

TWDB Contract No. [INSERT CONTRACT #]

COUNTY OF TRAVIS

Floodplain Management Account

Regional Flood Planning

THIS Contract, (hereinafter "CONTRACT"), is between the Texas Water Development Board (hereinafter "TWDB") and [INSERT ACTUAL], the political subdivision designated by the REGIONAL FLOOD PLANNING GROUP as its representative (hereinafter "CONTRACTOR").

ARTICLE I. DEFINITIONS: For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

- A. TWDB – the Texas Water Development Board, or its designated representative.
- B. TWDB APPROVAL DATE – November 9, 2023
- C. COMMITTED FUNDS – [INSERT ACTUAL] is currently available to CONTRACTOR pursuant to the terms of this CONTRACT for the development of the TECHNICAL MEMORANDUM and the REGIONAL FLOOD PLAN. The COMMITTED FUNDS include necessary and direct costs incurred on or after CONTRACT INITIATION DATE, and certain eligible costs related to Task 10 incurred on or after, and prior to CONTRACT INITIATION DATE.
- D. CONTRACT VALUE – Same as the committed funds amount.
- E. CONTRACT INITIATION DATE – (INSERT ACTUAL DATE)
- F. CONTRACTOR – **Panhandle Regional Planning Commission**
- G. DEADLINE FOR CONTRACT EXECUTION – June 30, 2024.
- H. EXECUTIVE ADMINISTRATOR – the Executive Administrator of TWDB or a designated representative.
- I. TECHNICAL MEMORANDUM – a memorandum to be prepared by CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR summarizing the findings and all work performed under the Scope of Work and any future amended Scope of Work (i.e., through the identification of the region's flood risks and identification of potential flood management evaluations and potentially feasible flood management strategies and flood mitigation projects).

- J. TECHNICAL MEMORANDUM DEADLINE – September 19, 2025
- K. DRAFT FLOOD MANAGEMENT EVALUATION (FME) LIST – the Flood Management Evaluation (FME) List to be prepared by CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR pursuant to Scope of Work Task 5B.
- L. DRAFT FLOOD MANAGEMENT EVALUATION (FME) LIST DEADLINE –JANUARY 26, 2026
- M. DRAFT REGIONAL FLOOD PLAN – the Regional Flood Plan to be initially prepared by CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR for comments pursuant to the CONTRACT.
- N. DRAFT REGIONAL FLOOD PLAN DEADLINE – February 26, 2027
- O. REGIONAL FLOOD PLAN – a plan including any amendments that have been adopted by the REGIONAL FLOOD PLANNING GROUP and that meets the requirements contained in Texas Water Code § 16.062 and 31 Texas Administrative Code Chapters 361 and 362 and is submitted to TWDB for approval.
- P. REGIONAL FLOOD PLAN DEADLINE – January 10, 2028
- Q. FIRST REIMBURSEABLE EXPENSE DATE – The first day that work performed under this CONTRACT is eligible for reimbursement will be November 09, 2023 for limited administrative costs associated with public notices. TWDB will not reimburse expenses associated with Exhibit A, Scope of Work, until after CONTRACT INITIATION DATE.
- R. FINAL REIMBURSEABLE EXPENSE DATE – The last day that work performed under this CONTRACT is eligible for reimbursement will be July 31 2028.
- S. CONTRACT EXPIRATION DATE – This CONTRACT expires on July 31, 2028 . The last day that any budget amendment requests may be submitted under the CONTRACT will be May 29, 2028.
- T. FINAL PAYMENT REQUEST DEADLINE – The latest day that the final payment request may be submitted for reimbursement will be October 30, 2028.
- U. FLOOD PLANNING REGION – Region [INSERT HERE] designated under Texas Water Code § 16.062(a)(1) and 31 Texas Administrative Code § 361.11.
- V. REGIONAL FLOOD PLANNING GROUP – **Region 1 Canadian-Upper Red Regional Flood Planning Group**, designated under and in compliance with Texas Water Code §16.062(c) and 31 Texas Administrative Code §361.11 to develop regional flood plans.

W. STATE FLOOD PLANNING DATASET – A data platform to be developed and maintained by TWDB that stores data related to flood planning. It is used to display and disseminate statewide flood planning data.

X. PAYMENT REQUEST SUBMISSION SCHEDULE – A minimum of quarterly.

ARTICLE II. CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT.

A. TWDB will not be liable for any expenses incurred in excess of COMMITTED FUNDS.

This CONTRACT does not require CONTRACTOR to incur costs beyond those that can be paid with COMMITTED FUNDS. However, this provision does not relieve the REGIONAL FLOOD PLANNING GROUP from its duty under Texas Water Code §16.062 to prepare a regional flood plan.

B. Other provisions specific to each region: None.

ARTICLE III. RECITALS

Whereas, CONTRACTOR has been designated by the REGIONAL FLOOD PLANNING GROUP as its representative to enter into Contracts with TWDB for financial assistance to develop a REGIONAL FLOOD PLAN for the FLOOD PLANNING REGION;

Whereas, CONTRACTOR applied to TWDB for a planning grant to develop a REGIONAL FLOOD PLAN;

Whereas, CONTRACTOR is the entity that will act as administrator of TWDB's planning grant and will be responsible for the execution of this CONTRACT; and

Whereas, on TWDB APPROVAL DATE, TWDB approved CONTRACTOR's application for financial assistance.

Now, therefore, TWDB and CONTRACTOR, agree as follows:

ARTICLE IV. PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

A. CONTRACTOR will develop a TECHNICAL MEMORANDUM and REGIONAL FLOOD PLAN for the FLOOD PLANNING REGION according to:

- (1) Exhibit A – Scope of Work
- (2) Exhibit B – Task and Expense Budgets

- (3) Exhibit C – Technical Guidelines for Regional Flood Planning¹
 - (4) Exhibit D – Data Submittal Guidelines for Regional Flood Planning¹
 - (5) Exhibit E – Original Application (cover pages as a reference to the full, original grant application)
 - (6) Exhibit F – Certification of Procurement of Professional Services and in accordance with the requirements of Texas Water Code Chapter 16 and with 31 Texas Administrative Code Chapters 361 and 362.
- B. The EXECUTIVE ADMINISTRATOR will provide technical assistance within available resources to CONTRACTOR if such assistance is requested for performing regional flood planning activities; and, as necessary, will facilitate resolution of conflicts within the FLOOD PLANNING REGION or between regions.
- C. CONTRACTOR will provide for public participation in the planning process as specified in Texas Water Code § 16.062 and 31 Texas Administrative Code § 361.21.
- D. CONTRACTOR must provide its best efforts as determined by the EXECUTIVE ADMINISTRATOR to produce a REGIONAL FLOOD PLAN that has been adopted by the REGIONAL FLOOD PLANNING GROUP and that was developed in accordance with the statutory and rule requirements identified in this CONTRACT.
- E. CONTRACTOR must obtain prior approval of the REGIONAL FLOOD PLANNING GROUP for all potential flood management evaluations and potentially feasible flood mitigation projects and flood management strategies to be evaluated as part of the REGIONAL FLOOD PLAN development.

ARTICLE V. SCHEDULE, REPORTS, RESPONSIBILITIES, AND OTHER DELIVERABLES

- A. CONTRACTOR must execute this CONTRACT on or before the DEADLINE FOR CONTRACT EXECUTION or TWDB's commitment to pay COMMITTED FUNDS will be rescinded.
- B. This CONTRACT begins on the CONTRACT INITIATION DATE and expires on the CONTRACT EXPIRATION DATE.
- C. PAYMENT REQUEST SUBMISSION. CONTRACTOR must provide written progress reports according to the PAYMENT REQUEST SUBMISSION SCHEDULE with each payment reimbursement request or release of advance funds. The progress reports must include:
- (1) a brief statement of the overall progress made since the last progress report for each task budget item;

¹ The 'Exhibit C - Technical Guidelines for Regional Flood Planning' and 'Exhibit D -Data Submittal Guidelines for Regional Flood Planning' will be posted on the TWDB website at: <https://www.twdb.texas.gov/flood/planning/planningdocu/2023/index.asp>. The RFPs must utilize the latest version posted on the website up to July 31st of 2021.

- (2) a brief description of any problems that have been encountered during the previous reporting period that may affect the study, delay the timely completion of any portion of this CONTRACT, or inhibit the completion of or cause a change in any of the study's products or objects; and
- (3) a description of any action CONTRACTOR plans to take to correct any problems that have been encountered or identified.

D. TECHNICAL MEMORANDUM. CONTRACTOR must complete the TECHNICAL MEMORANDUM according to Article II, Paragraph A of this Section. CONTRACTOR must submit the TECHNICAL MEMORANDUM to the REGIONAL FLOOD PLANNING GROUP for approval at a regular REGIONAL FLOOD PLANNING GROUP meeting. After such approval, CONTRACTOR must submit the TECHNICAL MEMORANDUM to the EXECUTIVE ADMINISTRATOR. CONTRACTOR must deliver two electronic copies of the TECHNICAL MEMORANDUM, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format, to the EXECUTIVE ADMINISTRATOR no later than the TECHNICAL MEMORANDUM DEADLINE.

1. CONTRACTOR will populate TWDB's state flood planning database with associated data, prior to submission of the TECHNICAL MEMORANDUM in accordance with this CONTRACT. TWDB will not accept a TECHNICAL MEMORANDUM or consider it administratively complete until the associated data in TWDB's state flood planning data submittal is complete and accurate, and the required summary tables are included in the TECHNICAL MEMORANDUM in accordance with this CONTRACT.
2. The TECHNICAL MEMORANDUM DEADLINE may be extended at the discretion of the EXECUTIVE ADMINISTRATOR either on the EXECUTIVE ADMINISTRATOR's initiative or upon a written request received from CONTRACTOR, at least thirty (30) days prior to the deadline, stating good cause for the extension.
3. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the TECHNICAL MEMORANDUM based on administrative completeness. If the TECHNICAL MEMORANDUM is rejected, the rejection letter sent to CONTRACTOR will state the reasons for rejection and the steps CONTRACTOR needs to take to have the TECHNICAL MEMORANDUM accepted.
4. In the event CONTRACTOR has produced a TECHNICAL MEMORANDUM that, despite CONTRACTOR'S best efforts, has not been authorized for submittal by the REGIONAL FLOOD PLANNING GROUP, CONTRACTOR must provide all data, material, reports, and work accomplished under the CONTRACT to TWDB.

- E. CONTRACTOR or CONTRACTOR's representative (e.g., Subcontractor) must attend at least one state flood planning data submittal training session provided by TWDB staff at times and locations to be determined by TWDB.
- F. DRAFT FLOOD MANAGEMENT EVALUATION LIST. CONTRACTOR must submit a list of FMEs that were identified and recommended but not performed. The list must include those FMEs that the RFPG would like the TWDB to perform. Subject to Executive Administrator approval and TWDB financial and other resources, the Executive Administrator may perform the FMEs on behalf of the RFPG based on the list provided.
- G. DRAFT REGIONAL FLOOD PLAN. CONTRACTOR must complete the DRAFT REGIONAL FLOOD PLAN according to Article II, Paragraph A of this Section. CONTRACTOR must submit the DRAFT REGIONAL FLOOD PLAN to the REGIONAL FLOOD PLANNING GROUP and allow the REGIONAL FLOOD PLANNING GROUP to conduct a public meeting in a central location in the FPR to receive and consider comments on the DRAFT REGIONAL FLOOD PLAN. CONTRACTOR must submit the DRAFT REGIONAL FLOOD PLAN to the EXECUTIVE ADMINISTRATOR after the REGIONAL FLOOD PLANNING GROUP authorizes such submittal.

The EXECUTIVE ADMINISTRATOR will provide any written comments to CONTRACTOR within 120 calendar days.

- (1) CONTRACTOR MUST provide the pertinent TWDB state flood planning dataset, including appropriate documentation and quality check, by February 26, 2027, in accordance with this CONTRACT.
- (2) The DRAFT REGIONAL FLOOD PLAN DEADLINE may be extended at the discretion of the EXECUTIVE ADMINISTRATOR either on their own initiative or upon a written request received from CONTRACTOR at least thirty (30) days prior to the deadline, stating good cause for the extension.
- (3) CONTRACTOR must include a copy of the EXECUTIVE ADMINISTRATOR'S comments on the DRAFT REGIONAL FLOOD PLAN in the adopted REGIONAL FLOOD PLAN, with a summary of all other comments received on the DRAFT REGIONAL FLOOD PLAN, including written explanations of how the REGIONAL FLOOD PLAN was revised in response to comments or why changes recommended in a comment were not warranted.
- (4) CONTRACTOR will deliver two electronic copies of a DRAFT REGIONAL FLOOD PLAN, to the EXECUTIVE ADMINISTRATOR no later than the DRAFT REGIONAL FLOOD PLAN DEADLINE. CONTRACTOR must submit:
 - one (1) electronic copy of all files on which the plan is based (e.g. spreadsheets, maps);
 - two (2) electronic copies of the entire REGIONAL FLOOD PLAN, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format.

- In compliance with Texas Administrative Code Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites, Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Standard – Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Standard – WCAG 2.1 Quick Reference can be found at: <https://www.w3.org/WAI/WCAG21/quickref/>.
 - Complying with this clause will require demonstrated proof of compliance utilizing TWDB's checklists. For the deliverable in .pdf format, use the checklist and verification form found at https://www.twdb.texas.gov/about/contract_admin/doc/Accessibility-Checklist-and-Certification-with-Instructions.pdf to demonstrate compliance and submit the completed form with the deliverable. Acceptance of the final report(s) or other deliverable(s) is contingent upon compliance with this clause. The electronic copy of the REGIONAL FLOOD PLAN will comply with the requirements and standards specified in statute; and,
 - one (1) bound, double-sided copies of the REGIONAL FLOOD PLAN to the EXECUTIVE ADMINISTRATOR no later than the REGIONAL FLOOD PLAN DEADLINE.
- H. REGIONAL FLOOD PLAN. CONTRACTOR must make corrections, updates, or modifications, to the TWDB state flood planning dataset, as necessary, prior to REGIONAL FLOOD PLAN DEADLINE in accordance with this CONTRACT. TWDB will not accept a REGIONAL FLOOD PLAN or consider it administratively complete until the associated data in TWDB's state flood planning dataset is complete and accurate and the relevant flood planning data and maps are included in the REGIONAL FLOOD PLAN. CONTRACTOR also must transfer copies of all data and reports generated by the planning process and used in developing the REGIONAL FLOOD PLAN to the EXECUTIVE ADMINISTRATOR no later than the REGIONAL FLOOD PLAN DEADLINE. The REGIONAL FLOOD PLAN and the data collected and transmitted for the REGIONAL FLOOD PLAN must be prepared in the format and according to specifications prescribed in Flood Planning Guidance Documents contained in Exhibits C and D to this CONTRACT. In the event CONTRACTOR has produced a REGIONAL FLOOD PLAN, that despite CONTRACTOR'S best efforts has not been adopted by the REGIONAL FLOOD PLANNING GROUP, CONTRACTOR must provide all data, material, reports, and work accomplished under the CONTRACT to TWDB.
- (1) Delivery of a REGIONAL FLOOD PLAN that meets statutory and rule requirements and all associated data and reports generated through the planning process and used in developing the REGIONAL FLOOD PLAN. as determined by the EXECUTIVE ADMINISTRATOR on or before the REGIONAL FLOOD PLAN DEADLINE constitutes completion of the terms of this CONTRACT by CONTRACTOR.
- (2) After a 90-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the REGIONAL FLOOD PLAN. If the final plan is rejected, the rejection letter sent to CONTRACTOR will state the reasons for rejection and the steps CONTRACTOR must take to have the REGIONAL FLOOD PLAN accepted and the retainage released.

- I. ANNUAL AUDIT. During the term of this CONTRACT, TWDB reserves the right to request the CONTRACTOR to submit an annual audit of the general purpose financial statements prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant. Audits must be submitted to TWDB no later than 120 days following the close of CONTRACTOR's fiscal year.
- J. FINANCIAL ACCOUNTING. CONTRACTOR and its subcontractors must maintain satisfactory financial accounting documents and records, including copies of invoices, receipts, time and attendance records, supporting salaries and wages, in accordance with generally accepted accounting principles for a term of three years after completion of this CONTRACT and must make them available for examination and audit by TWDB at any time upon 24 hours' notice from the EXECUTIVE ADMINISTRATOR or the EXECUTIVE ADMINISTRATOR's designee. Accounting by CONTRACTOR and its subcontractors must be in a manner consistent with generally accepted accounting principles.
- K. CONTRACTOR must provide information to an entity or person who is independent of CONTRACTOR and who is selected by the REGIONAL FLOOD PLANNING GROUP sufficient to allow that person or entity to routinely provide reports of expenses and use of planning funds to the REGIONAL FLOOD PLANNING GROUP. The person to whom the information is provided may be a member of the REGIONAL FLOOD PLANNING GROUP. CONTRACTOR must allow such person or entity full access to all records relating to this CONTRACT, including all financial records.

ARTICLE VI. COMPENSATION AND REIMBURSEMENT

- A. PAYMENT REQUEST SUBMISSION. CONTRACTOR must provide written progress reports according to the PAYMENT REQUEST SUBMISSION SCHEDULE with each payment reimbursement request or release of advance funds. The progress reports must include:
 - (1) brief statement of the overall progress made since the last progress report for each task budget item;
 - (2) a brief description of any problems that have been encountered during the previous reporting period that may affect the study, delay the timely completion of any portion of this CONTRACT, or inhibit the completion of or cause a change in any of the study's products or objects; and
 - (3) a description of any action CONTRACTOR plans to take to correct any problems that have been encountered or identified.
- B. TWDB agrees to compensate and reimburse CONTRACTOR a total amount not to exceed the COMMITTED FUNDS for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT, as specified in Article I.
- C. Eligible expenses incurred by CONTRACTOR from the FIRST REIMBURSEABLE EXPENSE DATE through FINAL REIMBURSEABLE EXPENSE DATE will be eligible for

reimbursement by TWDB. CONTRACTOR will be eligible for reimbursement only for the categories set forth in the budget for this CONTRACT. All requests for reimbursement must be accompanied by copies of invoices and receipts. TWDB will reimburse the actual expenses allowed herein during the term of the CONTRACT.

- D. Requests for advance or reimbursement for subcontractor expenses will only be considered where such subcontracts or agreements have been determined by the EXECUTIVE ADMINISTRATOR to be consistent with the terms of this CONTRACT. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR must provide proof of work performed and incurred expenses by subcontractors prior to reimbursement by TWDB. CONTRACTOR is fully responsible for paying all charges by subcontractors.
- E. CONTRACTOR must adhere to all requirements in state law and TWDB rules pertaining to the procurement of professional services, including 31 TAC § 361.72(c). Prior to associated reimbursements, CONTRACTOR must submit a Certification of Procurement of Professional Services in accordance with Exhibit F to this CONTRACT, evidencing that the Region's subcontractors were properly and competitively procured for this planning cycle. Expenses incurred under subcontracts or agreements that have not been approved by the EXECUTIVE ADMINISTRATOR or do not otherwise comply with the terms of this CONTRACT are not eligible for reimbursement.
- F. At the sole discretion of the EXECUTIVE ADMINISTRATOR, CONTRACTOR may modify task and expense budget categories to the extent that the resulting change in amount in any one task or expense category does not exceed 35% of the total authorized amount by this CONTRACT for that task or category. Larger deviations require submission of a written request that is approved by the Regional Flood Planning Group and approved by the EXECUTIVE ADMINISTRATOR or designee that will be documented through an Approved Budget Memorandum to the TWDB CONTRACT file. CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount. Associated shifts in amounts between budget task and expense categories authorized under this paragraph will not change the COMMITTED FUNDS amount.
- G. Within thirty (30) days after the execution of this CONTRACT, the EXECUTIVE ADMINISTRATOR will advance to CONTRACTOR twenty percent of the COMMITTED FUNDS, unless CONTRACTOR requests and the EXECUTIVE ADMINISTRATOR approves advances of less than twenty percent.
- H. All advanced funds received must be deposited into an interest-bearing account by CONTRACTOR and proportionate share of the interest earned must be allocated to the grant to be used to reimburse the SUBCONTRACTOR(S).

- I. After CONTRACTOR has received the initial advance, the TWDB will then begin reimbursing the CONTRACTOR based on reimbursement request amounts, in addition to and aside from the initial twenty percent advance, so that after the first TWDB reimbursement is received by CONTRACTOR, CONTRACTOR will have retained the full amount of the initial advance funds to be available to pay its SUBCONTRACTOR prior to the CONTRACTOR'S second reimbursement request to the TWDB.
- J. The TWDB will reimburse CONTRACTOR up to 95 percent of the COMMITTED FUNDS available for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT. Once seventy-five percent of the contract amount has been reimbursed, aside from the initial twenty percent advance amount, the CONTRACTOR will then submit reimbursement requests that will apply to the twenty percent advance amount remaining. The five percent retainage will be withheld until CONTRACTOR submits a REGIONAL FLOOD PLAN, as described in Article III, Paragraphs G and H of this section. If the EXECUTIVE ADMINISTRATOR determines that CONTRACTOR has utilized its best efforts to have a FINAL REGIONAL FLOOD PLAN adopted by the REGIONAL FLOOD PLANNING GROUP for submittal to TWDB, but has been unable, despite those best efforts, to do so, the EXECUTIVE ADMINISTRATOR may release the five percent retainage solely within the EXECUTIVE ADMINISTRATOR's discretion.
- K. CONTRACTOR must submit payment requests and documentation for reimbursement in accordance with the approved task and expense budgets contained in Exhibit B to this CONTRACT. For all reimbursement billings, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have provided written approval of all CONTRACTS or agreements between CONTRACTOR and the subcontractor. CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by TWDB.
- M. The written progress report required by Article III, Paragraph C of this Section, and the following documentation which documents the COMMITTED FUNDS, must be submitted by CONTRACTOR to the EXECUTIVE ADMINISTRATOR in support of its requests for reimbursement. CONTRACTOR must submit a progress report and the following documentation which documents the COMMITTED FUNDS for the reporting period even if the COMMITTED FUNDS for the period is ZERO:
 - 1. Completed and Signed Payment Request Checklist that includes the following:
 - (a) TWDB CONTRACT Number;
 - (b) Total expenses for the billing period; beginning (date) to ending (date);
 - (c) Total Services for this billing period;
 - (d) Total In-kind services;
 - (e) Less Local Share of the COMMITTED FUNDS for the billing period;
 - (f) Total of TWDB's share of the COMMITTED FUNDS for the billing period;
 - (g) Amount of retainage to be withheld for the billing period;
 - (h) Total costs to be reimbursed by TWDB for the billing period; and

- (i) Certification, signed by CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.
- 2. For direct expenses incurred by CONTRACTOR other than subcontracted work:
 - (a) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and
 - (b) Copies of invoices for other expenses
- 3. For direct expenses incurred by CONTRACTOR for subcontracted work:
 - (a) Copies of invoices from the subcontractors to CONTRACTOR
 - (b) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and the total dollar amount due to the Subcontractor; and
 - (c) Copies of invoices for other expenses
- 4. For travel expenses for CONTRACTOR and/or subcontractor(s):
 - (a) Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, which will be reimbursed at rates authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, Article IX, Part 5, as amended or superseded. Receipts required for lodging. Any eligible travel expenses related to a subcontract may be reimbursed at the current rate for State of Texas employees which can be found at: <https://fm.xcpa.state.tx.us/fmx/travel/texttravel/trans/personal.php>
 - (b) Copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals; and
 - (c) All other reimbursable travel expenses -- invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
- 5. Incomplete requests will be returned to CONTRACTOR if deficiencies are not resolved within ten (10) business days.
- 6. If the reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.
- N. In accordance with Section I, Article I, CONTRACTOR will provide a final reconciliation of expended amounts under the CONTRACT. Within thirty (30) days of the EXECUTIVE ADMINISTRATOR'S final accounting of the amounts expended by CONTRACTOR and the amounts reimbursed by TWDB to CONTRACTOR, the

EXECUTIVE ADMINISTRATOR will reimburse the difference provided the reimbursement does not exceed the COMMITTED FUNDS.

ARTICLE VII. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT

- A. “Use” of a work product, whether a Contractor Work, a Subcontractor Work or otherwise, means and includes, without limitation, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any media or forms, whether now known or later existing.
- B. “No Compensation Obligation” means there is no obligation on the part of one co-owner or licensee of a work, whether a Contractor Work, a Subcontractor Work or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.
- C. “Dissemination” includes, without limitation, any and all manner of: physical distribution; publication; broadcast; electronic transmission; Internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.
- D. TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by CONTRACTOR and SUBCONTRACTOR in, or otherwise resulting from, the performance of services under this CONTRACT.
- E. For purposes of this Article, “Contractor Works” are work products developed by CONTRACTOR and Subcontractor(s) using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or in part of this CONTRACT, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate.
 - 1. It is agreed that all Contractor Works will be the joint property of TWDB and CONTRACTOR.
 - 2. The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and will be works-made-for-hire with joint ownership between TWDB and CONTRACTOR as such works are created in whole or in part.
 - 3. If the Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR hereby conveys co-ownership interest in such

works to TWDB as they are created in whole or in part. If present conveyance is ineffective under applicable law, CONTRACTOR agrees to convey a co-ownership interest in the Contractor Works to TWDB after creation in whole or in part of such works, and to provide written documentation of such conveyance upon request by TWDB.

4. TWDB and CONTRACTOR acknowledge that the copyright in and to a copyrightable Contractor Work exists upon creation of the Contractor Work and its fixing in any tangible medium. CONTRACTOR or TWDB may register the copyrights to such Works jointly in the names of CONTRACTOR and TWDB.
5. TWDB and CONTRACTOR each have full and unrestricted rights to use a Contractor Work with No Compensation Obligation.

F. For purposes of this Article, "Subcontractor Works" include all work product developed in whole or in part by or on behalf of Subcontractors engaged by CONTRACTOR to perform work for or on behalf of CONTRACTOR under this CONTRACT (or by the Subcontractor's Subcontractors hereunder, and so on). CONTRACTOR must secure in writing from any Subcontractors so engaged:

1. unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of TWDB (and, if desired, of CONTRACTOR) to access and receive, and to use, any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either:
2. assignment by the Subcontractor to TWDB (and, if desired by them, jointly to CONTRACTOR) of ownership (or joint ownership with CONTRACTOR) of all Subcontractor Works, with No Compensation Obligation; or
3. grant by Subcontractor of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to TWDB (and, if desired by them, CONTRACTOR) to use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.

G. No unauthorized patents. Contractor Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder will not be patented by CONTRACTOR or their Subcontractor(s) unless the Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing:

1. any application made for patent must include and name TWDB (and, as applicable and desired by them, both CONTRACTOR and the Subcontractor) as co-owners of the patented work;
2. no patent granted will in any way limit, or be used by CONTRACTOR or Subcontractor to limit or bar TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or Subcontract or the use of funds provided hereunder; and

- 3. TWDB (and, if applicable, CONTRACTOR) will have No Compensation Obligation to any other co-owners or licensees of any such patented work.
- H. CONTRACTOR must include terms and conditions in all CONTRACTS or other engagement agreements with any Subcontractors as are necessary to secure these rights and protections for TWDB; and must require that their Subcontractors include similar such terms and conditions in any CONTRACTS or other engagements with their Subcontractors. For the purposes of this section, "Subcontractors" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.
- I. Any work products subject to a TWDB copyright or joint copyright and produced or developed by CONTRACTOR or their Subcontractor pursuant to this CONTRACT or Subcontract or using any funding provided by TWDB may be reproduced in any media, forms or formats by TWDB or CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. CONTRACTOR may utilize such work products as they may deem appropriate, including Dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.
- J. CONTRACTOR agrees to acknowledge TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

ARTICLE VIII. SUBCONTRACTS

- A. Requests for advance or reimbursement for subcontractor expenses will only be considered where such subcontracts or agreements have been determined by the EXECUTIVE ADMINISTRATOR to be consistent with the terms of this CONTRACT. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of TWDB, particularly in regard to ownership of data, are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that TWDB assumes no legal obligations under its subcontracts or agreements and is merely a third-party beneficiary of the same.
- B. CONTRACTOR must provide a Certification of Procurement of Professional Services, attached as Exhibit F, to the EXECUTIVE ADMINISTRATOR. CONTRACTOR must also provide a list of all subcontractors. Exhibit F and the list of all subcontractors may be updated periodically to maintain accuracy.
- C. The subcontracts and agreements must provide that in the event of any conflict with the provisions of this CONTRACT the provisions of this CONTRACT will prevail.
- D. Each Subcontract entered into to perform required work under this CONTRACT must contain the following information and provisions:

- (1) A clause stating the following: “Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between **Panhandle Regional Planning Commission** and the Texas Water Development Board, TWDB Contract No. xxxxxxxxxx. Subcontractor adopts by reference the requirements of Article VIII, Section 11, of TWDB Contract No. xxxxxxxxxx for this Subcontract.”
- (2) **Contract Dates** –There should be a starting date and expiration date for work under the Subcontract.
- (3) **Contract Amount** – The subcontract should list the total dollar value.
- (4) **Terms of Reimbursement** – Subcontracts must be cost reimbursable. Lump sum agreements are not permitted for services. Please also note that TWDB does not reimburse “handling costs” (mark-ups) on any expenses. Any eligible travel expenses related to a subcontract may be reimbursed at the current rate for State of Texas employees which can be found at: <https://fm.xcpa.texas.gov/fmx/travel/texttravel/>
- (5) **Scope of Work** – The terms of the scope of work must be consistent with the scope of the CONTRACT and Exhibit A.
- (6) **Task Budget** and Expense Budget– as appropriate. The Task Budget and Expense Budget must be provided in a format similar to Exhibit B of this CONTRACT, with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses.
- (7) **Signatures** – Each subcontract must be executed appropriately by signature, by each party to the agreement.
- (8) **State Auditor’s Right to Audit** - The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a Subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a Subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- (9) **Financial Records:** SUBCONTRACTOR(s) and any contracted parties must maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and must make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of TWDB. Accounting by the SUBCONTRACTOR(s) and any contracted parties must be in a manner consistent with generally accepted accounting principles

- (10)**Excess Obligations Prohibited/No Debt Against the State:** This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.
- (11)**License, Permits, and Insurance:** For the purpose of this CONTRACT, the SUBCONTRACTOR(s) will be considered an independent CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. SUBCONTRACTOR(s) must obtain all necessary insurance, in the judgment of the SUBCONTRACTOR(s), to protect itself, CONTRACTOR, TWDB, and employees and officials of TWDB from liability arising out of this CONTRACT. SUBCONTRACTOR(s) must indemnify and hold TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR(s) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR(s), arising out of the activities under this CONTRACT. SUBCONTRACTOR(s) must be solely and entirely responsible for procuring all necessary licenses and permits which may be required for the SUBCONTRACTOR(s) to perform the subject work.
- (12)**Ownership:** It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the (Name of SUBCONTRACTOR) pursuant to this CONTRACT will become the joint property of the REGIONAL FLOOD PLANNING GROUP, (Name of CONTRACTOR), (Name of SUBCONTRACTOR), and the Texas Water Development Board. These materials must not be copyrighted or patented by the (Name of SUBCONTRACTOR). (Name of SUBCONTRACTOR) agrees that neither the Regional Flood Planning Group nor the Texas Water Development Board are parties to this CONTRACT and agrees that that these entities have no liability under the terms of this CONTRACT. The Texas Water Development Board is solely a third-party beneficiary under this CONTRACT.
- (13)**Compliance with TWDB rules and state law:** The SUBCONTRACTOR(s) must comply with TWDB rules and adhere to all requirements in state law pertaining to the procurement of professional services.
- (14)**Subaward Monitoring:** CONTRACTOR represents and warrant that it will monitor the activities of any subrecipient as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

ARTICLE IX. AMENDMENT, TERMINATION, AND STOP ORDERS

- A. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to CONTRACTOR. The EXECUTIVE ADMINISTRATOR may terminate this CONTRACT if the REGIONAL FLOOD PLANNING GROUP withdraws its designation of CONTRACTOR as the CONTRACT representative of the REGIONAL FLOOD PLANNING GROUP. Upon receipt of such termination notice, CONTRACTOR must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and cancel all existing orders insofar as such orders are chargeable to this CONTRACT. CONTRACTOR must submit a statement showing in detail the work performed under this CONTRACT up to the date of termination. TWDB, at its discretion, will pay CONTRACTOR for the work, actually performed under this CONTRACT, less all payments that have been previously made and any approved by the EXECUTIVE ADMINISTRATOR to conclude the CONTRACT. Thereupon, copies of all work accomplished under this CONTRACT must be delivered promptly to TWDB.
- B. Any request to amend the CONTRACT Scope of Work (Exhibit A) must be submitted in writing by CONTRACTOR to TWDB following approval by the REGIONAL FLOOD PLANNING GROUP [31 TAC § 361.12(a)(5)].
- C. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to CONTRACTOR at any time. Upon receipt of such order, CONTRACTOR must discontinue all work and cancel all orders under to this CONTRACT, unless the Stop Work Order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by CONTRACTOR of the Stop Work Order, this CONTRACT terminated in accordance with the foregoing provisions.

ARTICLE X. LICENSES, PERMIT, AND INSURANCE

- A. For the purpose of this CONTRACT, CONTRACTOR will be considered an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions.
- B. CONTRACTOR will be solely and entirely responsible for procuring all necessary licenses and permits which may be required for CONTRACTOR to perform the subject work.

ARTICLE XI. SEVERANCE PROVISION

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT, which will remain of full force and effect.

ARTICLE XII. GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

- A. **Disaster Recovery Plan.** Upon request of TWDB, CONTRACTOR must provide descriptions or copies of its business continuity and disaster recovery plans.
- B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2260 must be used to attempt to resolve any dispute arising under this CONTRACT.
- C. **Excess Obligations Prohibited/No Debt Against the State.** This Contract is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.
- D. **False Statements.** If CONTRACTOR signs its application with a false statement or it is subsequently determined that CONTRACTOR has violated any of the representations, guarantees, warranties, certifications or affirmations included in its application, CONTRACTOR will be in default under the CONTRACT and TWDB may terminate or void the CONTRACT.
- E. **Force Majeure.** Neither CONTRACTOR nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- F. **Governing Law and Venue.** This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.
- G. **Indemnification.** CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE

CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. ALTERNATE LANGUAGE FOR CITIES, COUNTIES AND ENTITIES THAT CANNOT INDEMNIFY:

Liability. CONTRACTOR agrees to be fully responsible for its negligent acts or omissions or tortious acts. Nothing herein will be construed as consent by the State of Texas, TWDB or any state agency or entity as consent to be sued in any matter arising out of this CONTRACT.

- H. **Public Information Act.** CONTRACTOR understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- I. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. **Uniform Grant Management Standards.** CONTRACTOR is required to follow the Texas Comptroller of Public Account's Uniform Grant Management Standards in accordance with Chapter 783 of the Texas Government Code, as applicable.
- K. **No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by TWDB or the State of Texas of any immunities from suit or from liability that TWDB or the State of Texas may have by operation of law.

- L. **Records Retention.** CONTRACTOR must maintain and retain all records relating to the performance of the grant, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records must be maintained and retained by CONTRACTOR for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. TWDB reserves the right to direct CONTRACTOR to retain documents for a longer period of time or transfer certain records to TWDB custody when it is determined the records possess longer term retention value. CONTRACTOR must include the substance of this clause in all subawards and subcontracts.

2. **STANDARDS OF PERFORMANCE**

- A. **Personnel.** CONTRACTOR must assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- B. **Professional Standards.** CONTRACTOR must provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
- C. **Procurement Laws.** CONTRACTOR must comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Texas Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.
- D. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- E. **Proprietary and Confidential Information.** CONTRACTOR warrants and represents that any information that is proprietary or confidential and is received by CONTRACTOR from TWDB or any governmental entity will not be

disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.

- F. **Contract Administration.** TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and CONTRACTOR. TWDB's project manager will supervise TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.
- G. **Nepotism.** CONTRACTOR must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of CONTRACTOR's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.
- H. **Open Meetings.** CONTRACTOR must comply with Texas Government Code Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

3. AFFIRMATIONS AND CERTIFICATIONS

- A. **Antitrust Affirmation.** CONTRACTOR represents and warrants that, in accordance with Texas Government Code § 2155.005, neither CONTRACTOR nor any firm, corporation, partnership, or institution represented by CONTRACTOR, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business & Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of the proposal resulting in this CONTRACT to any competitor or any other person engaged in the same line of business as CONTRACTOR.
- B. **Child Support Obligation Affirmation.** Under Texas Family Code § 231.006, CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified grant, loan or payment, and acknowledges that this CONTRACT may be terminated and payment may be withheld if this certification is inaccurate.

- C. **Dealings With Public Servants.** Pursuant to Texas Government Code § 2155.003, CONTRACTOR represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.
- D. **Debts and Delinquencies Affirmation.** CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas.
- E. **E-Verify Program.** CONTRACTOR certifies that for contracts for services, CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the CONTRACT to determine the eligibility of: 1) all persons employed by CONTRACTOR to perform duties within Texas; and 2) all persons, including Subcontractors, assigned by CONTRACTOR to perform work pursuant to the CONTRACT within the United States of America.
- F. **Entities that Boycott Israel.** Pursuant to Texas Government Code § 2270.002, CONTRACTOR certifies that either (i) it meets one of the exemption criteria under § 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. CONTRACTOR must state any facts that make it exempt from the boycott certification.
- G. **Excluded Parties.** CONTRACTOR certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- H. **Executive Head of a State Agency Affirmation.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, CONTRACTOR certifies that it is not: 1) the executive head of TWDB; 2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or 3) a person who employs a current or former executive head of TWDB.

If Section 669.003 applies, CONTRACTOR must provide the following information:

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Contractor: _____
Date of Employment with Contractor: _____

- I. **Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), CONTRACTOR certifies that neither CONTRACTOR nor any person or entity represented by CONTRACTOR has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications or solicitation on which this CONTRACT is based. Under Texas Government Code § 2155.004(b), CONTRACTOR certifies

that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.

- J. **Foreign Terrorist Organizations.** CONTRACTOR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.
- K. **Human Trafficking Prohibition.** Under Texas Government Code § 2155.0061, CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- L. **Lobbying Prohibition.** CONTRACTOR represents and warrants that TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the contract are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.
- M. **No Conflict of Interest.** CONTRACTOR represents and warrants that the provision of goods and services or other performance under this CONTRACT will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. CONTRACTOR also represents and warrants that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any existing or potential conflict of interest relative to the performance of the CONTRACT.
- N. **Prior Disaster Relief Declaration.** Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government Code § 418.004, occurring after September 24, 2005. Under Texas Government Code §§ 2155.006 and 2261.053, CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.
- O. **Suspension and Debarment.** Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
- P. **Enforcement of Certain Federal Laws Regulating Firearms, Firearm Accessories, and Firearm Ammunition.** CONTRACTOR certifies that it is not

prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). CONTRACTOR also agrees that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).

THE FOLLOWING CLAUSE APPLIES TO CONTRACTS FOR STATE GRANT FUNDS GIVEN TO CITIES AND COUNTIES:

Enforcement of Public Camping Bans. CONTRACTOR certifies that it is not prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to public camping bans). CONTRACTOR also agrees that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Local Government Code § 363.003.

THE FOLLOWING CLAUSE APPLIES TO CONTRACTS FOR STATE GRANT FUNDS GIVEN TO STATE AGENCIES (INCLUDING UNIVERSITY SYSTEMS OR SYSTEMS OF HIGHER EDUCATION), CITIES, COUNTIES AND SPECIAL DISTRICTS AND AUTHORITIES (not defined):

Firearm Suppressor Regulation. CONTRACTOR certifies that it is not prohibited from receiving state grant funds under Texas Government Code § 2.103 (related to the regulation of firearm suppressors). CONTRACTOR also agrees that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Government Code § 2.104.

Legal Authority. CONTRACTOR represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of CONTRACTOR's governing body, authorizing the filing of the application or response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of CONTRACTOR to act in connection with the application or response and to provide such additional information as may be required.

Political Polling Prohibition. CONTRACTOR represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

APPLICABLE TO GRANT AGREEMENTS/CONTRACTS FOR CONSULTING SERVICES:

Disclosure of Prior State Employment. In accordance with Texas Government Code § 2254.033, relating to consulting services, CONTRACTOR certifies that it does not employ an individual who has been employed by TWDB or another agency at any time during the two years preceding the submission of its bid or response, or, in the alternative, CONTRACTOR has disclosed in its bid or response the following: (i) the nature of the previous employment with

TWDB or another state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

APPLICABLE TO GRANT AGREEMENTS/CONTRACTS FOR CONSULTING SERVICES:

Former Agency Employees. CONTRACTOR represents and warrants that none of its employees, including but not limited to those authorized to provide services under the CONTRACT, were former employees of TWDB during the twelve (12) month period immediately prior to the date of execution of this CONTRACT.

APPLICABLE TO GRANT AGREEMENTS/CONTRACTS FINANCED FROM APPROPRIATE FUNDS. (Note: The term “unit of local government” is defined in General Appropriations Act, Art IX, § 4.04 (2020-2021 Biennium) to be: (1) a council of governments, a region planning commission, or a similar regional planning agency created under Chapter 391 of the Local Government Code; (2) a local workforce development board; or (3) a community center as defined by Health and Safety Code § 534.001(b).

Limitations on Grants to Units of Local Government. CONTRACTOR acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
- Texas Government Code §§ 556.004-556.006; and
- Texas Government Code §§ 2113.012 and 2113.101.

ARTICLE XIII. CORRESPONDENCE

All correspondence between the parties must be made to the following addresses:

For TWDB:

Contract Issues:

Texas Water Development Board
Attention: Regional Flood Planner
P.O. Box 13231
Austin, Texas 78711-3231
Email: FloodPlanning@twdb.texas.gov

Payment Request Submission:

Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Physical Address:

Stephen F. Austin Building
1700 N. Congress Avenue, 6th Floor
Austin, Texas 78701

For CONTRACTOR:

Contract Issues:

Michael J. Peters
Panhandle Regional Planning Commission
415 SW 8th Avenue
Amarillo, TX 79101
Email: MPeters@theprpc.org

Payment Request Submission: Trenton Taylor

Panhandle Regional Planning Commission
415 SW 8th Avenue
Amarillo, TX 79101
Email: TTaylor@theprpc.org

Physical Address:

Panhandle Regional Planning Commission
415 SW 8th Avenue
Amarillo, TX 79101

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed.

TEXAS WATER DEVELOPMENT BOARD

PANHANDLE REGIONAL PLANNING COMMISSION

Jeff Walker
Executive Administrator

Michael J. Peters
Executive Director

Date: _____

Date: _____

Draft - Exhibit B

Region 1 Canadian Upper Red
Regional Flood Planning Group
Task and Expense Budgets

January 2024

**Second Cycle of Regional Flood Plan Development (2024–
2028)**

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Table of Contents

Table of Contents..... 3

1 Contractor Task Budget 4

2 Contractor Expense Budget..... 6

1 Contractor Task Budget

CAS Item No.	Regional Flood Planning Task No.	Task Description	AMOUNT
1	1	Planning Area Description	\$115,255.00
2	2A	Existing Condition Flood Risk Analysis	\$161,357.00
3	2B	Future Condition Flood Risk Analysis	\$161,357.00
4	3A	Evaluation and Recommendations on Floodplain Management Practices	\$23,051.00
5	3B	Flood Mitigation Needs Analysis	\$46,102.00
6	3C	Floodplain Mitigation and Floodplain Management Goals	\$23,051.00
7	4A	Identification and Evaluation of Potential Flood Management Evaluations and Potentially Feasible Flood Management Projects and Flood Mitigation Strategies	\$230,510.00
8	4B	Preparation and Submission of Technical Memorandum	\$46,102.00
9	4C	Performance of Flood Management Evaluations	\$576,275.00
10	5A	Recommendation of Flood Management Evaluations, Flood Management Projects and Flood Mitigation Strategies	\$230,510.00
11	5B	Recommend a List of Flood Management Evaluations to be Performed by TWDB	\$23,051.00
12	6A	Impacts of Regional Flood Plan	\$69,153.00
13	6B	Contributions to and Impacts on Water Supply Development and the State Water Plan	\$23,051.00
14	7	Flood Response Information and Activities	\$23,051.00
15	8	Administrative, Regulatory, and Legislative Recommendations	\$23,051.00
16	9	Flood Infrastructure Financing Analysis	\$46,102.00

CAS Item No.	Regional Flood Planning Task No.	Task Description	AMOUNT
17	10	Public Participation and Plan Adoption	\$461,020.00
18	11	Implementation and Comparison to Previous Regional Flood Plan	\$23,051.00
		Total Committed Funds	\$2,305,100.00

2 Contractor Expense Budget

CATEGORY	AMOUNT
Other Expenses ¹	\$15,000.00
Contractor Salaries and Wages ²	\$100,000
Subcontract Services	\$2,160,479.03
Voting Planning Member Travel ³	\$29,620.97
Total Committed Funds ⁴	\$2,305,100.00

¹Eligible Other Expenses as described in 31 TAC § 361.72(b) include the following administrative costs if the RFPG or its chairperson certifies that the expenses are eligible for reimbursement and are correct and necessary:

- a) Travel expenses as authorized by the General Appropriations Act are available only for attendance at a posted meeting of the RFPG, unless the travel is specifically authorized by the RFPG and EA;
- b) Costs associated with providing translators and accommodations for persons with disabilities for public meetings when required by law or deemed necessary by the RFPGs and certified by the chairperson;
- c) Direct costs, of the Planning Group Sponsor, for placing public notices for the legally required public meetings and of providing copies of information for the public and for members of the RFPGs as needed for the efficient performance of planning work:
 1. expendable supplies actually consumed in direct support of the planning process;
 2. direct communication charges;
 3. limited direct costs/fees of maintaining RFPG website domain, website hosting, and/or website;
 4. reproduction of materials directly associated with notification or planning activities (the actual non-labor direct costs as documented by the Contractor);
 5. direct postage (e.g., postage for mailed notification of funding applications or meetings); and
 6. other direct costs of public meetings, all of which must be directly related to planning (e.g., newspaper and other public notice posting costs).
- d) The cost of public notice postings including a website and for postage for mailing notices of public meetings; and
- e) The reasonable cost of purchase or rental of audio-visual equipment that is necessary to comply with Texas Government Code Chapter 551 related to Open Meetings; and
- f) The reasonable cost of rental space to hold RFPG meetings.

² Contractor Salaries and Wages as described in 31 TAC§ 361.72(b) include the following administrative costs if the RFPG or its chairperson certifies, that the expenses are eligible for reimbursement and are correct and necessary: the Planning Group Sponsor’s personnel costs, for the staff hours that are directly spent providing, preparing for, and posting public notice for RFPG meetings, including time and direct expenses for their support of and attendance at such RFPG meetings in accordance with, and as specifically limited by, the flood planning grant contract with the Board. This may not exceed: \$5,000 per regular RFPG meeting nor a total of \$100,000 over the second planning cycle.

³Voting Planning Member Travel Expenses is defined as eligible mileage expenses incurred by regional flood planning members that cannot be reimbursed by any other entity, planning group sponsor, etc. as certified by the voting member. Travel expenses are available only for attendance at a posted meeting of the RFPG unless the travel is specifically authorized by the RFPG and EA. Liaison RFPG member travel is allowed under this as well with the same constraints. The reimbursed amount is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded.

⁴ Ineligible Expenses as described in 31 TAC § 361.72(a) include, but are not limited to:

- a) Activities for which the EA determines existing information, data, or analyses are sufficient for the planning effort;
- b) Activities directly related to the preparation of applications for state or federal permits or other approvals, activities associated with administrative or legal proceedings by regulatory agencies, and preparation of engineering plans and specifications;
- c) Compensation for the time or expenses of RFPGs members' service on or for the RFPG;
- d) Costs of administering the RFPGs, other than those explicitly allowed under 31 TAC § 361.72(b);
- e) Costs for training;
- f) Costs of developing an application for funding or reviewing materials developed due to this grant;
- g) Analysis or other activities related to planning for disaster response or recovery activities;
- h) Analyses of benefits and costs of FMSs beyond the scope of such analyses that is specifically allowed or required by regional flood planning guidance to be provided by the EA unless the RFPG demonstrates to the satisfaction of the EA that these analyses are needed to determine the selection of the FMS or FMP.
- i) Labor, reproduction, or distribution of newsletters;
- j) Except as provided by 31 TAC § 361.72(b)(1) for certain travel expenses (see footnote #1 above), food, drink, or lodging for Regional Flood Planning Group

- members (including tips and alcoholic beverages);
- k) Except as provided by 31 TAC § 361.72(b)(6) for certain audio-visual equipment (see footnote #1 above), purchase, rental, or depreciation of equipment (e.g., computers, copiers, fax machines);
- l) General purchases of office supplies not documented as consumed directly for the planning process; and
- m) Costs associated with social events or tours.

ITEM 12

MEMORANDUM

DATE: May 23, 2024
TO: PRPC Board of Directors
FROM: Jarian Fred, Local Government Services Program Coordinator
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Item 12
Groundwater Management Area #1, Professional Services Contract Award

BACKGROUND

In 2003, the legislature passed HB 1763, which created 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 #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 is currently working on adopting the next round of DFCs for 2026.

To develop and adopt the DFCs within GMA#1, a consultant will be necessary to help provide the prerequisite technical services for developing and adopting the Desired Future Conditions in the Panhandle. To that end, GMA#1 has worked through a Request for Qualifications process.

- *On September 20th, 2023, GMA#1 issued a Request for Qualifications (RFQ) for professional services related to the development and adoption of the Desired Future Conditions (DFCs) in accordance with the Texas Water Code Chapter 36 and the Panhandle Regional Planning Commission's procurement policies.*
- *The deadline to receive a Statement of Qualifications (SOQ) was October 19th, 2023. The RFQ was published and solicited in various newspapers and websites and directly solicited to fifteen individuals and firms.*
- *GMA#1 received two Statements of Qualifications from firms responding to the RFQ, scoring Intera, Inc. as the highest-qualified firm.*
- *At the GMA#1 meeting on November 15th, 2023, the GMA#1 ranked Intera, Inc. the highest and entered into contract negotiations.*
- *At the GMA #1 meeting on May 9th, 2024, the planning group concluded negotiations and acted to further the recommendation of the Intera, Inc. Contract to the PRPC Board of Directors.*

Since GMA#1 cannot directly enter into a professional services contract, PRPC, functioning as the body's administrative agent, will need to enter into the proposed contract with Intera, Inc. on behalf of GMA#1. In December of 2023, this body authorized the execution of an amendment to the interlocal agreement for PRPC to assist with the RFQ process, to execute a professional services contract with a consultant to assist with the DFC adoption process on behalf of GMA#1 and that delineates the payment to fulfill that contract from each of the Groundwater Conservation Districts that comprise GMA#1. Over the last several weeks, GMA#1 has negotiated a contract with

the most qualified firm (Intera, Inc.) and has formally recommended PRPC to enter into a contract with Intera, Inc.

RECOMMENDATION

The PRPC staff recommends that the Board of Directors authorize the Executive Director to execute the Professional Services Contract with Intera, Inc. on behalf of GMA#1 for technical services to assist in developing and adopting the 2026 Desired Future Conditions for GMA#1.

STANDARD TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of [Click here to enter a date.](#) by **INTERA Incorporated**, ("INTERA") a Texas Corporation, and **Enter Client Name.**, ("Client") [Click to enter a/an + the State Name. Choose an item or enter text.](#) Individually, INTERA and Client are sometimes referred to as a Party and collectively as Parties.

WHEREAS, Client desires INTERA to furnish certain technical, maintenance, construction, installation and/or related services ("Services") and INTERA is willing to do so, subject to the terms and conditions set forth herein.

WHEREAS, in certain situations, Client also desires INTERA to furnish certain equipment, materials and other goods (collectively "Goods") and INTERA is willing to do so, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES

Client desires INTERA to perform the Services and provide the Goods described in Attachment A.

ARTICLE 2. TERM

The term of this Agreement will commence on [Click here to enter a date.](#) and will continue until 5 January 2027 unless sooner terminated as provided in this Agreement.

ARTICLE 3. INVOICING AND PAYMENT

For performance of the Services, Client will pay INTERA the compensation specified in Attachment B. This compensation will be invoiced to Client at monthly intervals along with reimbursables and will be due and payable within 30 days following the date of the invoice. In the event that part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice according to the payment terms hereunder. If for any reason Client fails to pay INTERA in full within 30 days from the date of an invoice, Client will pay INTERA a late payment charge each month equal to one percent (1%) of any unpaid balance or the highest rate permitted by law, whichever is the lesser. If for any reason Client fails to pay INTERA in full within 60 days from the date of an invoice, INTERA may, at INTERA's sole option, (i) suspend its performance of Services and supply of Goods until all outstanding bills have been paid in full by Client, (ii) terminate this Agreement and/or (iii) engage debt collection services/commence legal proceedings for the collection of unpaid and undisputed invoiced amounts. INTERA shall be entitled to recover, to the extent allowed by law, its costs and expenses, including reasonable attorneys' fees, incurred in connection with all actions taken to obtain or enforce payment by Client of Client's obligations under this Agreement.

ARTICLE 4. REPRESENTATIVES

INTERA will cooperate with the Client and be subject to the direction and control of Client's designated representative. Client will designate a representative who will be the authorized representative of Client regarding this Agreement and Services and will inform INTERA promptly upon discovery of any aspect of the Services or Goods, which does not meet with Client's approval. INTERA will also designate a representative who will be responsible for the execution of the Services and the provision of Goods and will be the authorized representative of INTERA for this Agreement.

ARTICLE 5. RECORDS

For a period of one year after completion of the Services under this Agreement, INTERA will, upon written request of the Client, provide reasonable access to necessary supporting records and documentation.

ARTICLE 6. RELATIONSHIP OF THE PARTIES

6.1. Independent Contractor. INTERA will perform the Services as an independent contractor. INTERA acknowledges and agrees that no employer-employee relationship exists or is intended to be created between INTERA and Client.

6.2. Assumption or Creation of Obligations or Responsibilities. Neither Party will have the right to assume or create obligations or responsibilities of any type in the name of the other Party unless expressly authorized to do so in writing by the Party taking on the obligation.

ARTICLE 7. SUBCONTRACTOR AND SUPPLIERS

INTERA will have the right to retain subcontractors and suppliers to assist INTERA in the performance of the Services and the provision of Goods under this Agreement.

ARTICLE 8. CONFIDENTIALITY AND RIGHTS IN DATA

8.1. Maintenance of Confidentiality. Information disclosed by one Party to the other Party during the performance of Services may include the confidential or proprietary information of the disclosing Party and that Party's agents, subcontractors or suppliers. In the event such information is expressly identified as proprietary or confidential prior to or at the time of disclosure, the Party receiving such information will keep it in confidence and will not furnish or otherwise disclose it to any third party during or after completion of

the applicable Services for a period of three years. Neither Party will be obligated to maintain the confidentiality of any information designated by the other Party as confidential or proprietary if the information:

8.1.1. Was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no prior legal obligation to protect such information;

8.1.2. Is independently developed by the receiving Party without the utilization of the confidential or proprietary information;

8.1.3. Is or becomes public knowledge without the fault of the receiving Party;

8.1.4. Becomes available to the receiving Party from a source other than the disclosing Party where the receiving Party is not under any legal obligation to protect such information; or

8.1.5. The information is disclosed pursuant to a governmental or legal requirement.

8.2. Provision of Information to INTERA. Client will promptly furnish INTERA with all information necessary for INTERA to perform the Services and supply the Goods. INTERA and its Subcontractors will be entitled to rely upon such information and upon information from generally acceptable reputable sources without independent verification in the performance of the Services or supplying of Goods.

8.3. Intellectual Property. INTERA will have the full title and all rights in and to (including the sole right to obtain patents on) any inventions made or conceived as a result of the performance of the Services. INTERA hereby grants to Client a royalty-free, nonexclusive license for Client to make, have made and use any such invention made or conceived as a result of the performance of the Services or supply of the Goods. All computer programs, applications, methods, mechanized design practices, layouts, and systems developed by INTERA during the term of this Agreement or owned by INTERA on the effective date of this Agreement, will remain the exclusive property of INTERA. Except as otherwise provided in this Article 8, all reports, data, drawings, plans, specifications and other items delivered by INTERA (hereinafter referred to as "Reports") to Client under this Agreement will become the property of Client; however, INTERA is entitled to retain a file copy and utilize such Reports and the material in those Reports in the scope of INTERA's work and/or services for itself and others.

ARTICLE 9. TERMINATION

9.1. Client's Right to Terminate. Client may terminate this Agreement in whole or in part, upon 30 days prior written notice to INTERA, but such termination will not relieve Client of its obligation to pay INTERA for expenses incurred, Services performed and Goods provided up to the date of termination and all reasonable expenses, which INTERA incurs related to the termination.

9.2. INTERA's Right to Terminate. INTERA may terminate this Agreement in whole or in part, upon 30 days prior written notice to Client, but such termination will not relieve INTERA of its obligation to provide Client with a copy of all Reports prepared up to the date of termination of the Agreement.

ARTICLE 10. INDEMNIFICATION, WARRANTY AND LIMITATION OF LIABILITY

10.1. INTERA's Indemnification of Client. INTERA will indemnify and hold harmless Client, its officers, employees, and agents (the "Client Indemnified Parties") from losses (including, but not limited to, reasonable attorneys' fees and expenses) of the Client indemnified Parties to the extent caused by the 1) negligent acts or omissions of INTERA, 2) reckless acts or omissions of INTERA, 3) intentional misconduct of INTERA, 4) material misrepresentations of INTERA, 5) material breaches of contract or warranty by INTERA and 6) infringement of United States patents, copyrights and trademarks by INTERA.

10.2. Client's Indemnification of INTERA. Client will indemnify and hold harmless INTERA, its officers, employees, agents, subcontractors and suppliers

STANDARD TECHNICAL SERVICES AGREEMENT

(the "INTERA Indemnified Parties") from losses (including, but not limited to reasonable attorneys' fees and expenses) of the INTERA Indemnified Parties to the extent caused by the 1) negligent acts or omissions of Client, 2) reckless acts or omissions of Client, 3) intentional misconduct of Client, 4) material misrepresentations of Client, 5) material breaches of contract or warranty by Client and 6) infringement of United States patents, copyrights and trademarks by Client.

10.3. **INTERA's Warranty and Limitation of Liability.** INTERA warrants that the Services will be performed, within the limits prescribed by Client, with professional thoroughness and competence. Notwithstanding anything to the contrary herein, INTERA's total cumulative liability for claims of any kind whether based in contract, tort (including negligence and strict liability), under any warranty, indemnification or otherwise, for any loss or damage arising out of or related to this Agreement or the performance of the Services or supply of Goods under this Agreement, will in no case exceed the compensation paid to INTERA by Client for the Services.

ARTICLE 11. INSURANCE

11.1. **Insurance Coverage.** Prior to commencing with the Services and at all times during the term of this Agreement, INTERA will provide and maintain in full force and effect, insurance of the types and with limits not less than those specified as follows:

11.1.1. Workers' Compensation Insurance in accordance with the statutory requirements of the State having jurisdiction over employees who are engaged in the Scope of Services, and Employer's Liability insurance of One Million Dollars (\$1,000,000) each accident; disease-each employee; and disease-policy limit.

11.1.2. Commercial General Liability Insurance with a per occurrence limit of One Million Dollars (\$1,000,000). This policy will include Contractual Liability coverage. This insurance will cover bodily injury to or death of persons, and/or loss of or damage to property.

11.1.3. Automobile (owned, non-owned or hired) Insurance with an each accident limit of One Million Dollars (\$1,000,000) for bodily injury and property damage liability.

11.1.4. Professional Errors and Omissions Insurance of One Million Dollars (\$1,000,000) for each occurrence per claim and in the aggregate.

11.2. **Insurance Terms and Conditions.** All insurance policies provided and maintained by INTERA will be underwritten by insurers which are rated "A VII" or higher by the most current edition of *Best's Key Rating Guide*, and which are authorized to write insurance in the state or states in which the Services are performed or where the Goods are provided.

ARTICLE 12. DISPUTE RESOLUTION

12.1. **Negotiation.** The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within ten days after delivery of the notice, the receiving Party will submit to the other a written response. The notice and response will include (a) a statement of that Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive in negotiations. Within 20 days after delivery of the initial notice, the executives of both Parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2. **Mediation.** If the dispute has not been resolved by negotiation as provided above within 30 days after delivery of the initial notice of negotiation, or if the Parties fail to meet within 20 days, the Parties will endeavor to settle the dispute by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure in effect on the date of this Agreement, provided, however, that if one Party fails to participate in the negotiation as provided above, the other Party can initiate mediation prior to the expiration of the 30 days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panel of Distinguished Neutrals.

12.3. **Litigation.** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, which has not been

resolved by mediation as provided above within 50 days after delivery of the initial notice of negotiation will be finally resolved by litigation.

12.4. The Client agrees to the joinder of any Subcontractor hired by INTERA to any proceeding under this Agreement that involves or may involve a Subcontractor's Services.

ARTICLE 13. NOTICES

Any notice, request, demand or other communication related to this Agreement or Work Order will be in writing and will be considered duly made three calendar days after the date of deposit in the U.S. Mail, by certified mail, return receipt requested, postage prepaid, addressed to the applicable Party at the following address or when delivered, if delivered by hand or transmitted by teletype to the other Party at the following addresses or facsimile numbers:

If to INTERA: INTERA Incorporated
Attn: George Westbury, Director of Contracts
9600 Great Hills Trail, Suite 300W
Austin, TX 78759
Telephone: 512.425.2000
Email: gwestbury@intera.com

If to Client: [Click to enter Client Name.](#)

Attn: [Click to enter Contact Name.](#)

[Click to enter address 1.](#)

[Click to enter address 2.](#)

Telephone: [Click to enter phone #.](#)

Email: [Click to enter email address.](#)

Either Party may change its address or numbers for receiving notices by giving written notice of the change to the other Party.

ARTICLE 14. MISCELLANEOUS

14.1. **Title to Goods.** Title to and risk of loss of or damage to Goods will pass to Client upon delivery of the Good to Client.

14.2. **Force Majeure.** Neither Party will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, which is beyond the reasonable control of and could not have been anticipated by the affected Party, including, but not limited to, acts of God, storms, floods, fire, strikes, boycotts, other labor disputes, riots, thefts, accidents, acts or failures to act by the other Party; and acts or failures to act by any non-Party government or government agency; provided, however, that any obligation to make payment hereunder will not be extended for any reason. Upon the occurrence of a situation as described above, the time for performance by either Party to this Agreement of its obligations will be extended by a period of time equal to the time lost because of such situation; provided, however, that prompt notice of such a situation will be provided to the other Party and reasonable efforts will be used to mitigate the adverse impact of such a situation.

14.3. **Responsibility for Taxes.** Client will be responsible for and will pay any taxes due to any agency arising out of or under this Agreement or the Services and Goods provided except for those taxes levied upon the net income, gross receipts, real, or personal property of INTERA.

14.4. **Assignment.** Neither this Agreement nor any rights or obligations under this Agreement will be assigned or otherwise transferred by a Party without the prior written consent of the other Party except that INTERA may assign all or a portion of this the Services or Goods under this Agreement to a subcontractor or supplier without the prior written consent of the Client.

14.5. **Waiver.** The failure of either Party to exercise any right under this Agreement or to take any action permitted will not be deemed a waiver of any right in the event of a subsequent breach of a like or different nature.

14.6. **Entire Agreement.** The terms and conditions set forth in this Agreement are intended by both Parties to constitute the final and complete statement of their agreement with respect to the subject matter of this Agreement, and all prior proposals, communications, negotiations, agreements, understandings and representations relating the subject matter of this Agreement are hereby superseded. No modification or amendment of this Agreement will be effective unless the same is in writing and signed by both Parties.

14.7. **Third Party Beneficiaries.** Except as expressly provided to the contrary in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

14.8. **Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas and venue shall

STANDARD TECHNICAL SERVICES AGREEMENT

be in a court of competent jurisdiction in Travis County, Texas.

14.9. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, each of which will remain in full force and effect.

14.10. Captions. The Articles and Section captions in this Agreement are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions in the Agreement.

14.11. Construction. The Parties to this Agreement participated jointly in the negotiation and drafting of this Agreement and any Work Order. Therefore, in the event any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

14.12. Counterparts. This Agreement may be executed in the original, by facsimile, by e-mail or by electronic signature in any number of counterparts,

each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.13. Professional Materials. INTERA may use these Services and Client's name in its promotional and professional materials. INTERA will not disclose information that is identified by Client as confidential or proprietary according to Article 8.

14.14. Survival. The provisions of Articles 5, 8, 10 and 12 and Sections 14.3, 14.8 and 14.13 of this Agreement will survive the termination or cancellation of this Agreement and the completion of the Scope of Services.

14.15. Attachments. The following attachments are made a part of this Agreement for all purposes:

Attachment A – Scope of Services

Attachment B – Compensation

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Panhandle Regional Planning Commission

INTERA Incorporated

By: _____

Printed Name: Michael J. Peters

Printed Title: Executive Director

By: _____

Printed Name: [Click to enter signer's name.](#)

Printed Title: [Click to enter signer's title.](#)

Project ID: [INSERT AJERA ID or get ID from Accounting](#)

STANDARD TECHNICAL SERVICES AGREEMENT

ATTACHMENT A: SCOPE OF SERVICES

1.0 STATEMENT OF SERVICES

General Philosophy

The joint planning process provides a roadmap for GCDs to work together to evaluate and define long-term goals for the aquifers within each groundwater management area. To do this effectively, it is critically important that GCDs have access to the best available science to inform these important decisions. INTERA's philosophy for providing joint planning support is to facilitate the process and ensure that the best science is available and presented in a way that is useful to the GCDs tasked with setting desired future conditions. We do not believe it is our role to advocate for any particular outcome or DFC. It is the role of GCDs to balance the competing interests in developing and conserving groundwater in a way that is suitable for each District and consistent with other districts in the GMA. We view it as our responsibility to make sure that the GMA 1 GCDs are equipped to make these decisions in an informed and structured manner.

Approach to Planning

Planning is critical to the success of any project. Our initial planning efforts will involve working with GMA 1 to develop a work schedule designed to efficiently complete the third round of joint planning. Our Project Manager will conduct periodic reviews of the schedule to ensure that critical path activities are receiving the necessary management, attention, and resources and that responsible technical or task leads are accountable for progress on the work they are managing. Our Project Manager will also review progress with the GMA 1 districts at each GMA meeting.

Approach to Nine Factors in Texas Water Code Section 36.108(d)

Below is a discussion of our approach to addressing the nine factors listed in TWC Section 36.108(d) that GCDs are required to consider when developing desired future conditions. During the last round of joint planning, GMA 1 evaluated each of these factors. These evaluations are documented in the associated Explanatory Report. We will still evaluate each of the factors individually during the third round of joint planning. However, to save both time and expense to the districts in GMA 1, we will review and where appropriate use content from this previous work completed for GMA 1.

Factor 1: Aquifer Uses and Conditions with GMA 1

We will gather information on uses and conditions across the aquifers in GMA 1. This includes collecting well and other records from each of the GCDs in GMA 1 as well as the TWDB Groundwater and Submitted Drillers Reports databases and water use reports. This information can be used to assess the distribution of uses of groundwater throughout GMA 1 (e.g., agricultural, public supply, industrial, etc.) and whether these uses or conditions differ substantially by geographic area. For example, areas with higher and lower well yields can be identified along with areas with uses that differ substantially from other portions of the GMA. This task will result in a series of maps of well yields and use types, both for GMA 1 as a whole and for each county within the GMA.

Factor 2: Water Supply Needs and Water Management Strategies in the State Water Plan

INTERA will compile and review information on water demand projections included in the 2022 State Water Plan and water demand projections that have been prepared for the 2027 State Water Plan. We will also compile, review and synthesize water supply needs and water management strategies included in the 2022 State Water Plan. The emphasis of the water management strategy review will be on strategies that directly relate to groundwater resources that could be impacted by the proposed DFCs.

Factor 3: Hydrological Conditions

A basic understanding of the hydrological and hydrogeological conditions in an area is necessary to evaluate the capacity of an aquifer to support pumping and the likely impacts of that pumping. Conditions including proximity to surface water features such as rivers, reservoirs, and springs, the presence or absence of confining units, and the suitability of the surface sediments to accepting recharge from precipitation can all strongly influence the availability of groundwater. For this task, we will use the High Plains Aquifer System GAM – as updated during the last round of joint planning – and other relevant studies to estimate the hydrological and hydrogeological conditions for each county in GMA 1 including average annual recharge, inflows and discharge. We will also review and evaluate the total estimated recoverable storage for the aquifers in GMA 1 as provided by TWDB. Using this information, we will identify areas in GMA 1 where hydrological conditions differ substantively from other areas and describe the implications of these differences for aquifer management.

Factor 4: Environmental Impacts

Though groundwater and surface water are regulated separately in Texas, they are interconnected as part of the larger hydrologic system. Groundwater commonly provides baseflow to perennial streams and rivers while large reservoirs can change the groundwater conditions in adjacent aquifers. Groundwater pumping can alter this relationship and lead to environmental impacts such as reduced flow from springs, reduced outflow to streams and rivers, and potentially induced flow into the aquifer from surface reservoirs. These dynamic relationships are one of the key reasons to model groundwater systems as these interactions are very difficult to quantify using simpler methods. To accomplish this task, INTERA will use the groundwater availability model results of the scenario(s) identified for evaluation by GMA 1 to assess the expected environmental impacts.

Factor 5: Impact on Subsidence

Land surface subsidence is an impact to an area in which the elevation of the land surface permanently drops as unconsolidated sediments underground (typically clays) compress after the pressure in the geologic formation is reduced, commonly by groundwater production. Subsidence has not historically been a significant issue in GMA 1 despite significant historical pumping. For this task, INTERA will compile and summarize information relevant to the potential for land surface subsidence in GMA 1. We will also incorporate other studies of subsidence in Texas such as the recent survey conducted by TWDB to ensure that GMA 1 is using the best available science when evaluating potential DFCs.

Factor 6: Socioeconomic Impacts Reasonably Expected to Occur

STANDARD TECHNICAL SERVICES AGREEMENT

An important consideration when developing a DFC is its potential social and economic impacts on communities in the area. DFCs must balance the competing interests to use the groundwater to support local communities and the economy and conserve the groundwater for future use, to minimize subsidence, and to maintain springflows and baseflows to rivers and streams.

Our approach to performing the socioeconomic analysis will start with comparing the groundwater availability under proposed DFCs to the projected future demand for water in GMA 1. Groundwater availability under various proposed pumping scenarios, along with estimates of availability of surface water and other sources in the state water plan will be compared to the projected water demand by county and by user group as projected by TWDB. The socioeconomic impacts of a difference between supply and demand for each potential DFC will be evaluated, described and quantified where possible. We will also review and make use of socioeconomic impacts evaluated as part of the regional water planning process, where appropriate. Conceptually, stringent pumping restrictions can lead to near-term socioeconomic impacts related to unmet demand (e.g., reduced agricultural productivity) while less restrictive access to groundwater can result in over-pumping and lead to longer-term issues.

Factor 7: Impacts on the Interests and Rights in Private Property

With the passage of S.B. 332 in 2011 by the 82nd Texas Legislature, groundwater is now clearly recognized as the real property of the landowner. As described in TWC Section 36.002, the landowner has the right to drill for and produce groundwater, but is subject to regulation by a GCD including well spacing requirements and potentially production limitations. The ownership of the groundwater, therefore, does not entitle the landowner to the right to produce a specific amount of groundwater (TWC 36.002(b)(1)). GCDs must consider the potential impacts of DFCs to private property rights, but must also recognize that in many cases the impacts to individuals, if any, will be more strongly driven by the implementation of GCD rules to achieve the DFCs than the DFCs themselves. For this task, INTERA will evaluate each potential DFC relative to two metrics: 1) the expected modeled available groundwater and how that compares to expected demands for groundwater, and 2) the distribution of impacts to existing wells in the GMA. For areas with significant impacts, we will solicit input from the affected GCDs to determine and document the relevance of the potential impact given the district's rules and management philosophy.

Factor 8: Feasibility of Achieving the DFC(s)

GCDs must consider the feasibility of achieving any proposed DFCs. Feasibility can take many forms, but includes whether a DFC is physically possible, whether it is within the regulatory authority of the districts to implement rules and policies to achieve it, and potential practical barriers to achieving the DFCs. The physical possibility of a DFC is typically assessed using the GAM by determining if all DFCs for all areas and aquifers can be achieved concurrently. We will also evaluate estimates of production from the aquifer exempt from permitting by GCDs and identify potential barriers to implementing DFCs in certain areas and/or aquifers such as a lack of relevant monitoring wells. For any issues identified, we will propose potential remedies and solicit feedback from affected GCDs.

Factor 9: Other Information Relevant to Proposed DFC(s)

Chapter 36 of the Texas Water Code stipulates that GCDs must consider "any other information relevant to specific desired future conditions" not addressed in the factors described above. The approach for this type of evaluation is inherently uncertain. However, we will identify and evaluate any other relevant information for consideration by GMA 1 and work closely with the districts to define the analyses necessary to address any issues. Such issues could include management of droughts, distribution of brackish groundwater, water budgets, and uncertainty in model predictions. As with several of the tasks above, this may require consultation and input from affected GCDs, depending on the nature of the additional analyses.

Update Groundwater Availability Model Pumping to 2022 Conditions

Updating the historical period of the High Plains Aquifer System GAM to include flow meter data through 2022 is a key step in this scope of work and will provide GMA 1 with a very recent timeframe on which to develop desired future conditions. Since INTERA developed the GAM and previously updated the model through 2018 for the last round of joint planning, we have the tools required to efficiently incorporate the water use estimates from flow meters and alternative methods into the GAM pumping files. To verify that this process was implemented correctly and demonstrate to GMA 1 and TWDB that the water levels reasonably reflect actual conditions, we will also compare measured water levels to the water levels in the model. For this comparison, we will prepare hydrographs and calibration statistics to demonstrate the model's performance during this period. We anticipate that the calibration statistics will show that the model matches water levels and trends during this more recent period at least as well as it matched water levels and trends during the original model calibration.

INTERA will not proceed with this scope item until directed by GMA 1.

Approach to Modeling

We will work with the GMA 1 districts to determine which model run or runs will be needed to evaluate potential DFCs. For all model runs completed, we will document the methods and results and present the key findings at a GMA meeting. We will also deliver model files for these runs. Given our experience with the GAM and running DFC simulations for GMAs across Texas, we have the tools to efficiently perform many different types of groundwater availability scenarios. Examples of these include: specified pumping by county by year, specified volume remaining after 50 years, specified drawdown per year, and specified percent removed per year. During the initial GMA 1 meetings on this project, we will work with the member districts to identify the types of model runs needed (whether they are consistent with runs performed previously or not) and the information that best helps inform the balance between the highest practicable level of groundwater production and the conservation and preservation of the aquifers. For budgeting purposes, we have assumed that GMA 1 will evaluate two DFC scenarios.

Documentation and the Explanatory Report

Each of the factors and any modeling results described above will be documented in technical memoranda and presented at GMA 1 meetings. These reports and presentations will become part of the record for the third round of joint planning along with all meeting agendas and meeting minutes, which INTERA will assist with at the direction of the GMA. Following the public comment period, INTERA will gather the information described in each of the tasks above into an Explanatory Report that documents the consideration of the nine factors, the balancing test, and the policy and technical justifications for the DFCs. The Explanatory Report will also document other DFCs considered. To ensure that the balancing test and policy and technical justifications and responses to any alternative DFCs proposed accurately reflect the policy positions of each GCD, we will work closely with the member districts and their designated representatives if preferred (e.g. attorneys) throughout this process.

STANDARD TECHNICAL SERVICES AGREEMENT

STANDARD TECHNICAL SERVICES AGREEMENT

Document Relevant Comments and Proposed Revisions

Once DFCs are formally proposed for adoption, member districts must hold public hearings and consider public input and potential revisions to the proposed DFCs. For this task, INTERA will be available to advise and assist the member GCDs with organizing and holding the public hearings, where requested. We will also develop a report summarizing the relevant comments, proposed revisions and the basis for the proposed revisions.

Desired Future Conditions Petitions

On occasion the DFCs adopted by a GMA are challenged through a petition process. At this stage it is uncertain whether such a petition or petitions will occur and what type of assistance from INTERA could be needed. For budgeting purposes, we considered any involvement by INTERA in a petition of GMA 1 DFCs as outside the scope of this agreement. If/when it becomes necessary, a separate scope and cost estimate will be defined with the appropriate entity.

2.0 DELIVERABLES AND SCHEDULE

The key deliverables for this project include 1) all presentations given to GMA 1, 2) model files and associated documentation for model runs completed during this project including evaluation of potential DFCs and the balancing test, and 3) the explanatory report that documents the DFCs, their policy and technical justifications, and consideration of the nine factors described above.

3.0 DESIGNATED REPRESENTATIVES

Panhandle Regional Planning Commission

Printed Name: Michael J. Peters

Phone: (806)372-3381

Email: mpeters@theprpc.org

INTERA Incorporated

Printed Name: [Click to enter representative's name.](#)

Phone: [Click to enter phone #.](#)

Email: [Click to enter email address.](#)

MASTER TECHNICAL SERVICES AGREEMENT

ATTACHMENT B: COMPENSATION

INTERA shall be compensated for work performed on either a Time and Materials or a Fixed Price basis as selected below:

☒ **TIME AND MATERIALS**

☐ **FIXED PRICE**

FIXED PRICE or NOT TO EXCEED AMOUNT: \$176,841. Inclusive of any applicable taxes? YES ☒ NO ☐

TIME AND MATERIALS:

1. If on a Time and Materials Basis, INTERA's hourly labor rates are provided in the Table below. All rates are in U.S. dollars
2. For Services with an estimated duration greater than twelve (12) months, the below rates are subject to annual adjustment using the change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the preceding twelve (12) month period. INTERA will provide written notice of the increase annually.
3. There is a 15% mark-up on other direct costs such as subcontractors, vendors, travel, and equipment. Mileage is reimbursed at the current IRS standard mileage rate.

INTERA Labor Hourly Billing Rates

Labor Category	Rate (\$USD/hr.)
Principal Engineer/Scientist I	\$294
Principal Engineer/Scientist II	\$263
Principal Engineer/Scientist III	\$247
Senior Engineer/Scientist I	\$231
Senior Engineer/Scientist II	\$210
Senior Engineer/Scientist III	\$198
Senior Engineer/Scientist IV	\$187
Engineer/Scientist I	\$177
Engineer/Scientist II	\$166
Engineer/Scientist III	\$144
Engineer/Scientist IV	\$134
Engineer/Scientist Intern	\$89
Senior Technician	\$147
Technician	\$89
Senior Technical Editor	\$147
Technical Editor	\$100
Senior CAD/Graphics Specialist	\$126
CAD/Graphics Specialist	\$100
Project Associate	\$92
Project Analyst	\$100

ITEM 13

MEMORANDUM

DATE: May 23, 2024
TO: PRPC Board of Directors
FROM: Jarian Fred, Local Government Services Program Coordinator
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Item 13
Local Project Management Services Interlocal Contract – American Rescue Plan Funding

BACKGROUND

As part of the American Rescue Plan Act of 2021 (H.R. 1319), the Department of Treasury is responsible for disbursing the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). These funds are direct federal aid to counties throughout the United States to respond to the COVID-19 public health emergency or its negative economic impacts. Funding allocation is based on the county's overall population.

Currently, the use and eligibility of funding for the Coronavirus State and Local Fiscal Recovery Funds are determined through 31 CFR Part 35, the "Interim Final Rule." Current uses of funding are relatively broad and include but are not limited to:

- Responding to the Public Health Emergency/Negative Economic Impacts due to COVID-19
- Invest in water, sewer, and broadband infrastructure.
- Provide emergency relief for natural disasters or their negative economic impacts
- Support surface transportation projects
- Revenue Loss due to the pandemic
- Premium pay for workers performing essential work

PRPC staff has been approached by Carson County to provide administrative assistance with regard to the use and documentation of SLFRF funds. In working with the County, PRPC has developed an Interlocal Agreement to provide administrative assistance to assist the County to:

- Provide general advice with respect to Program Set-up and Implementation
- Provide Procurement and Construction Administration
- Provide Financial and Records Management
- Assist with all Reporting requirements

The SLFRF funding has identified 2 CFR 200 as the authority for procurement. The interlocal cooperation process is recognized as an allowable form of procurement for professional services from one political subdivision to another. Carson County has considered the attached interlocal agreement.

RECOMMENDATION

Staff recommends that the Board authorize the Executive Director to execute the interlocal contract with Carson County for the Planning Commission to provide project management services for the Coronavirus State and Local Fiscal Recovery Funds.

INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT
FOR PROFESSIONAL SERVICES

* * * * *

THE STATE OF TEXAS	§	
	§	
COUNTY OF POTTER	§	AGREEMENT FOR SERVICES

WHEREAS, this Contract is made and entered into this the ___ day of May 2024 by and between Carson County, 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, Carson County is desirous of, and the PRPC is agreeable to the provision of contract management and consulting and to serve under this contractual relationship to Carson County in relation to the Coronavirus Local Fiscal Recovery Funds (CLFRF) provided by the American Rescue Plan (ARP) Act of 2021 received by the County from the U.S. Department of the Treasury.

NOW, THEREFORE PRPC agrees to provide the following described implementation services to the Carson County. These services will be provided in accordance with the terms and conditions set forth in this agreement.

I. SCOPE OF SERVICES - Services to Carson County are to be provided as follows:

A. Consulting Management Services

1. Perform routine administrative tasks and correspondence.

2. General Grant Management Services including but not limited to:

1. Program Set-Up

- a. Provide general advice with respect to the implementation of the project and regulatory matters.
- b. Provide technical assistance for the routine tasks to County personnel who will be directly involved in the program.
- c. Assist the County in developing a record-keeping system consistent with program guidelines, including the establishment and maintenance of grant fund files.
- d. Assist the County in meeting all special condition requirements.

2. Financial Management (regarding grant fund documentation)

- a. Assist the County in documenting its ability to manage grant funds as required by the state/ U.S. Treasury.
- b. Assist the County in establishing and maintaining separate bank accounts, journals, and ledgers as necessary for this project.
- c. Assist the County in establishing procedures to handle the use of any grant funding.

- d. PRPC shall not be financially responsible for any audit findings or for payment for an audit.

3. Construction Management

- a. Assist the County with engineering selection (if necessary) including proper procurement methods as dictated by local, state and federal law.
- b. Assist the County with construction or vendor procurement (if necessary) including proper procurement methods as dictated by local, state and federal law.
- c. Attend pre-construction conference and prepare minutes (as needed).

4. Acquisition

- a. Assist the County in determining the necessary documentation of ownership of County-owned real estate, rights-of-way, easements, or other real property rights, if any, which may be required for grant funded projects.
- b. Assist the County with acquisition of real property or the rights of use to real property
- c. Maintain separate files for each parcel of real property acquired.

5. Environmental Review (if necessary and at an additional fee as described in Section III)

- a. Prepare an environmental assessment of the project in compliance with environmental best practices
- b. Coordinate environmental clearance procedures with state and local officials and other interested parties.
- c. Document environmental comments.
- d. Prepare any required environmental reassessment.
- e. Prepare request of certifications.

3. On-Call Technical Assistance to County Staff.

- 4. Assist with the preparation, submission, and processing of all U.S. Treasury reporting requirements.

- B. The PRPC will provide Carson County with the flat-rate services of one (1) full-time employee. This individual will be the point of contact and responsible for delivering all contracted services to the County.

In addition to the PRPC staff person used to perform the services described above, the PRPC will support the Consulting Manager with internal departmental resources to ensure that these services are fully provided. Carson County will not incur an additional fee for these resources.

II - Time of Performance and Commitment

This contract will begin on May 30, 2024, and proceed through May 30, 2025, or the ARP Act grant performance period with Carson County (whichever is greater).

III. COMPENSATION

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

- A. The PRPC will invoice Carson County upon completion of services provided at the lump-sum flat rate of \$30,000.00 under the following schedule:

1) Establishment of Budget/Spending Plan for Grant Funds	25%
2) Establishment of Record Keeping System	25%
3) Filing of all Required Financial Reporting	25%
4) Filing of Required Closeout Information	<u>25%</u>
TOTAL	100%

B. Additional Environmental Review Services—Additional environmental services may be required and arranged through the mutual consent and approval of Carson County and the PRPC to provide services that exceed those outlined in Section II. Such services will be available at a flat lump-sum cost of \$12,000.00. In no case will the PRPC undertake additional services without the consent and approval of Carson County. Additional Environmental Review Services shall be paid upon completion of services.

IV. TERMINATION CLAUSE

Either Carson County 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. The PRPC shall deliver to Carson County all products, reports, and working documents developed 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. 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 Carson County and the PRPC. By signature of this agreement, the PRPC is indemnified of any responsibility for the usage of grant funds.

PRPC and Carson County 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 and Carson County shall give the Comptroller General of the United States, the Auditor of the State of Texas, the auditor of Carson County, 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.

A Civil Rights Requirements

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, creed, color, or national origin. Such action shall include but not be limited to employment, upgrading, demotion or transfer,

recruitment or retirement, advertising, layoff or termination, rates of pay or other forms of compensation, and selection training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order Number 11246, as amended in 3 CFR 169 (1974), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order Number 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order Number 11246, as amended or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs 1 and 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 Number 11246, as amended, so that such provisions will be binding upon each subcontractor or purchase order, as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

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

PRPC and Carson County 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 ___ day of May 2024.

Carson County

By _____
Dan Looten, Judge
Carson County

PANHANDLE REGIONAL PLANNING COMMISSION

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

ITEM 14

MEMORANDUM

DATE: May 23, 2024
TO: PRPC Board of Directors
FROM: Max Seymour, Local Government Services Specialist
THROUGH: Michael J. Peters, Executive Director
SUBJECT: Item 14
Fire, Ambulance, and Service Truck Fund – Interlocal Amendment
Contracts for Project Management Services

BACKGROUND

PRPC Staff has worked with Panhandle Communities to write applications and implement various projects through the Community Development Block Grant (TxCDBG) Program since 1983. Through the CDBG program the Texas Department of Agriculture (TDA) offers many different funding opportunities that include: Community Development Infrastructure Improvement Program, Downtown Revitalization Program and the Fire, Ambulance, and Service Truck Fund (FAST Fund) Program.

The FAST Fund Program stated objectives are to provide funds for eligible vehicles to provide emergency response and special services to rural communities. This month the City of Quitaque and Adrian received notification that they will be awarded a FAST Fund project to provide funding for emergency service vehicles that the City applied for in 2022.

In May of 2022, this body approved a no-cost interlocal agreement that allowed PRPC to assist the City of Quitaque and Adrian to develop an application to the FAST Fund Program. This agenda item is to amend that interlocal agreement between PRPC and the City of Quitaque and Adrian 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
- Procurement and Construction Management
- Fair Housing/Equal Opportunity
- Audit/Close-out Procedures

The City of Quitaque will receive funding in the amount of \$750,000 for two new emergency response vehicles including a fire truck and an ambulance. The City of Quitaque will be providing a match of at least \$12,993.94 for a total project budget of \$762,993.94 which will include administrative costs of \$37,500 to PRPC.

The City of Adrian will receive funding in the amount of \$720,000 for two new fire response vehicles including a fire pumper truck and a brush truck. The City of Adrian will be providing a match of \$7,500 for a total project budget of \$757,500 which will include administrative costs of \$37,500 to PRPC.

RECOMMENDATION

PRPC staff recommends that the Board of Directors authorize the Executive Director of the PRPC to execute amendments to the Interlocal Cooperation Contract between PRPC and the cities of Quitaque and Adrian to provide administrative services for these FAST Fund projects.

ATTACHMENT A

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

THIS AMENDMENT made as of _____, 2024 to the CONTRACT dated May 9, 2022 between the City of QUITAQUE (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 Quitaque, TxCDBG Contract No. CFA22-0158 (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 Quitaque 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 Quitaque with necessary forms and procedures required for implementation of project.
5. Assist the City of Quitaque in meeting all special condition requirements that may be stipulated in the contract between the City of Quitaque 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 Quitaque 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 Quitaque 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 Quitaque's signature to acquire the property or to secure an easement
 - Assist the City of Quitaque in negotiation with property owner(s)
12. Serve as liaison for the City of Quitaque 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 Quitaque in proving its ability to manage the grant funds to the State's audit division.
2. Assist the City of Quitaque in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City of Quitaque 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 Quitaque 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 Quitaque personnel on implementation of project and regulatory matters.
7. Assist the City of Quitaque 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. Procurement and Construction Management

1. Establish procedures to document expenditures associated with local procurement and construction of the project.
 - Assist the City of Quitaque in determining whether or not it will be necessary to hire temporary employees to specifically carryout TXCDBG contract activities.
 - Assist the City of Quitaque in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist the City of Quitaque in documenting compliance with all federal and state requirements related to equal employment opportunity.

3. Assist the City of Quitaque in documenting compliance with all federal and state requirements related to procurement measures.
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. Advertise for bids or utilize approved bid board.
6. Verify contractor/vendor eligibility with TDA.
7. Review contractor/vendor contract/agreement.
8. Review and manage construction timeline in accordance with the applicable TDA thresholds.
9. Process and submit change orders to TDA prior to execution.
10. Obtain applicable Construction Completion Report/Final Wage Compliance Report and submit to TDA.

E. Fair Housing/Equal Opportunity

1. Assist the City of Quitaque 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.

F. 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 Quitaque in resolving any monitoring and audit findings.
3. Assist the City of Quitaque 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 Quitaque, the City of Quitaque agrees to make the following progress payments from current revenue totaling **\$37,500.00** 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 bids and the award of a 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 reviewing construction/purchasing related activities in accordance to applicable timelines and or thresholds through purchasing contracts/agreements.
6. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of construction/purchase activities, inspection, acceptance, project close-out procedures and upon the City taking possession of the emergency vehicles.
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 #CFA22-0158.

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, Randy Farley, City Manager, 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 _____, 2024.

PANHANDLE REGIONAL PLANNING COMMISSION

By _____

Michael J. Peters, Executive Director

The City of Quitaque

By _____

Phil Barefield, Mayor

ATTACHMENT A
AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT
FOR TxCDBG PROJECT ADMINISTRATION
BETWEEN
PRPC
AND
CITY OF ADRIAN

THIS AMENDMENT made as of _____, 2024 to the CONTRACT dated June 9, 2022 between the City of ADRIAN (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 Adrian, TxCDBG Contract No. CFA22-0172 (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 Adrian 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 Adrian with necessary forms and procedures required for implementation of project.
5. Assist the City of Adrian in meeting all special condition requirements that may be stipulated in the contract between the City of Adrian 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 Adrian 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 Adrian 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 Adrian's signature to acquire the property or to secure an easement
 - Assist the City of Adrian in negotiation with property owner(s)
12. Serve as liaison for the City of Adrian 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 Adrian in proving its ability to manage the grant funds to the State's audit division.
2. Assist the City of Adrian in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City of Adrian 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 Adrian 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 Adrian personnel on implementation of project and regulatory matters.
7. Assist the City of Adrian 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. Procurement and Construction Management

1. Establish procedures to document expenditures associated with local procurement and construction of the project.
 - Assist the City of Adrian in determining whether or not it will be necessary to hire temporary employees to specifically carryout TXCDBG contract activities.
 - Assist the City of Adrian in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist the City of Adrian in documenting compliance with all federal and state requirements related to equal employment opportunity.

3. Assist the City of Adrian in documenting compliance with all federal and state requirements related to procurement measures.
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. Advertise for bids or utilize approved bid board.
6. Verify contractor/vendor eligibility with TDA.
7. Review contractor/vendor contract/agreement.
8. Review and manage construction timeline in accordance with the applicable TDA thresholds.
9. Process and submit change orders to TDA prior to execution.
10. Obtain applicable Construction Completion Report/Final Wage Compliance Report and submit to TDA.

E. Fair Housing/Equal Opportunity

1. Assist the City of Adrian 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.

F. 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 Adrian in resolving any monitoring and audit findings.
3. Assist the City of Adrian 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 Adrian, the City of Adrian agrees to make the following progress payments from current revenue totaling **\$37,500.00** 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 bids and the award of a 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 reviewing construction/purchasing related activities in accordance to applicable timelines and or thresholds through purchasing contracts/agreements.
6. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of construction/purchase activities, inspection, acceptance, project close-out procedures and upon the City taking possession of the emergency vehicles.
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.

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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 #CFA22-0172.

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, Maggie Gruhlkey, City 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 _____, 2024.

PANHANDLE REGIONAL PLANNING COMMISSION

By _____

Michael J. Peters, Executive Director

The City of Adrian

By _____

Maggie Gruhlkey, Mayor

ITEM 15

M E M O R A N D U M

DATE: May 23, 2024

TO: PRPC Board of Directors

FROM: Michael Peters, Executive Director

SUBJECT: Item 15
Resolution for the Purchase of the Workforce Building and Approval of
an Economic Development Association Mortgage Agreement

BACKGROUND

In 2019, the Planning Commission was desperately needing to move out of a state-owned building on 1206 W. 7th, as the roof was failing and there was not sufficient space. In 2020, PRPC entered into a lease contract with Eddy Street LP to move the operation into the former AT&T Yellow Pages Building on 3120 Eddie Street. This facility had sufficient space and parking to house both the Panhandle Workforce Solutions as well as the Vocational Rehabilitation Program in the same facility. The lease agreement allows for an option to purchase the facility, beginning in 2024, for \$2.4M. Each year thereafter the purchase option increases at least \$100,000. PRPC was awarded an Economic Development Administration (EDA) grant of \$2.5M for the purchase of the Eddy Street facility in addition to other improvements. The purchase of the facility would allow the Workforce Development Department to redirect the lease funds back into service delivery and thereby increases the efficiency and effectiveness of the Workforce Development programs.

A matching contribution for the EDA grant of approximately \$550,000, is required. We have also secured a grant award of \$100,000 from the Amarillo Area Foundation to support the required match of the EDA grant. We are also in the process of preparing a grant application to the Bivins Foundation to assist with match.

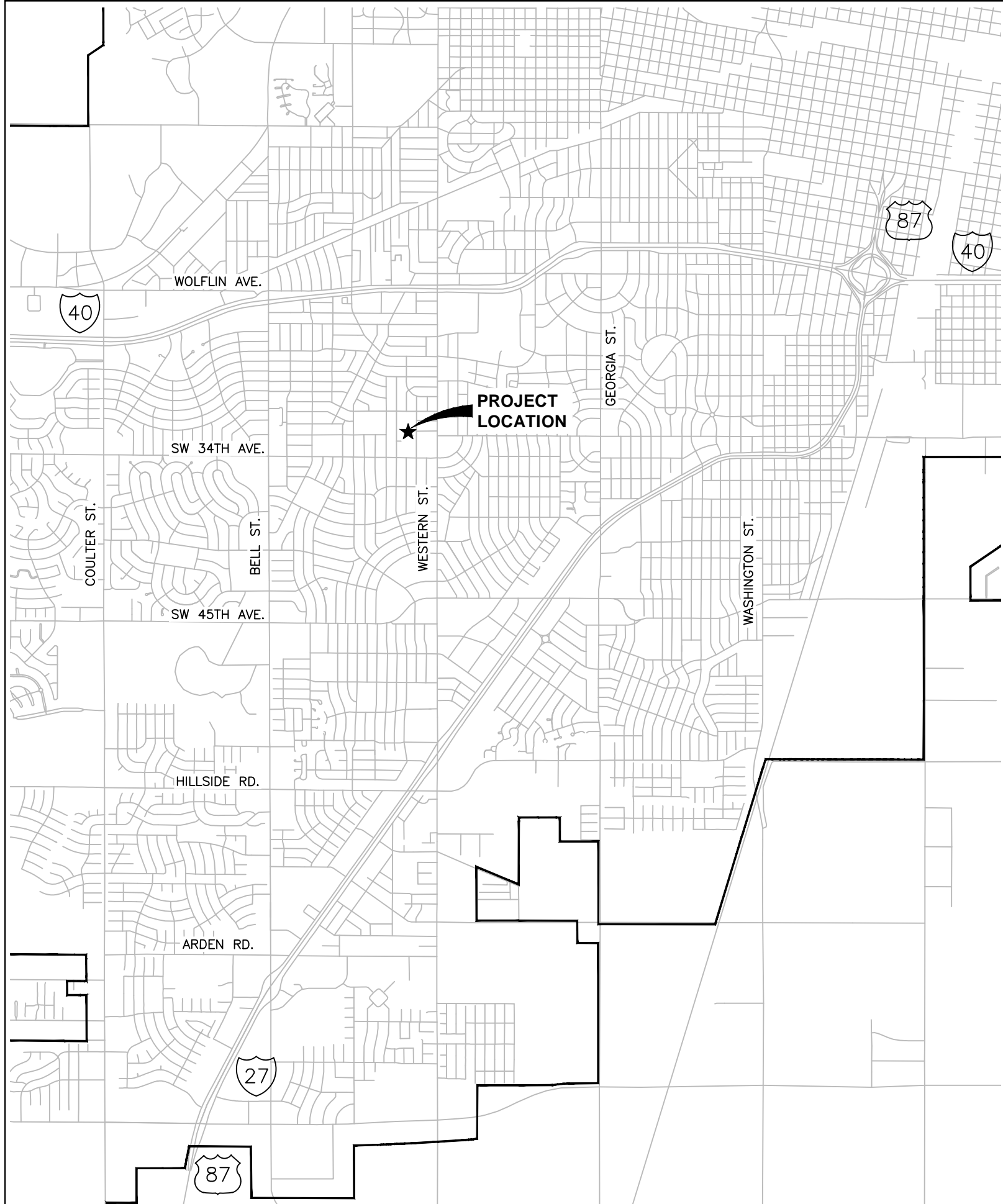
In order to benefit from all of the grants and to secure the building at the lowest cost, it is imperative to close on the building purchase and meet all of the requirements of the funding agencies. One of these requirements is to provide a no cost, 20-year mortgage agreement with the EDA providing that it will be used as a workforce center or we will reimburse their funding.

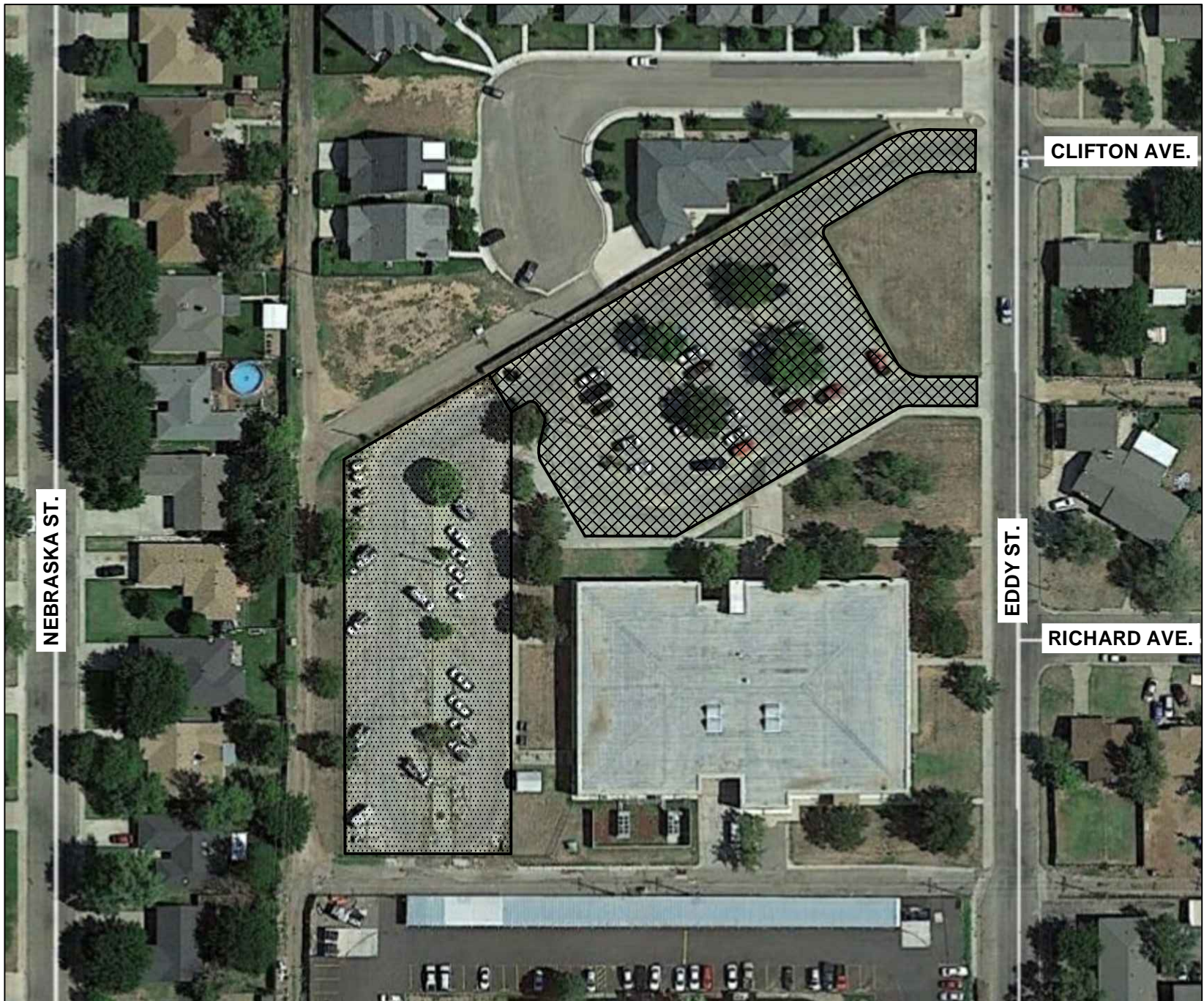
RECOMMENDATION

Staff recommends support of the attached resolution and authorize the Executive Director to purchase the property from Eddy Street LP and to enter into the required mortgage agreement with the Economic Development Administration.

Attachment A

Project Location and Proposed Improvement Locations





NEBRASKA ST.

CLIFTON AVE.

EDDY ST.

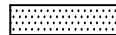
RICHARD AVE.



SCALE: 1" = 100'



PARKING LOT RECONSTRUCTION



PARKING LOT RESURFACING



→ BUS ROUTE

50 0 100
SCALE: 1" = 100'

AFTER RECORDING MAIL TO:

EDA Austin Office
903 San Jacinto, Suite 206
Austin, TX 78701

AGREEMENT AND MORTGAGE

WHEREAS, the Panhandle Regional Planning Commission (hereinafter called Mortgagor) has applied to, received, and accepted from the United States Department of Commerce, Economic Development Administration (EDA), whose address is Austin Regional Office, 903 San Jacinto, Suite 206, Austin, TX 78701, a grant under the Public Works and Economic Development Act of 1965 (41 U.S.C. § 3121 *et seq.*) (PWEDA) in the amount of \$2,500,000 Dollars (EDA Grant Amount) pursuant to a Financial Assistance Award dated September 2, 2021 and bearing EDA Award No. 08-79-05525 (Award);

WHEREAS, pursuant to the application submitted by Mortgagor requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application (Grant Application) and pursuant to the Award, the Grant Amount is to be used for the purpose of acquiring or making improvements to the real property described in Exhibit A, attached hereto and made a part hereof (Project Property), consisting of the purchase of a workforce development building and rehabilitation of the workforce development building parking lot and for the building renovations for the HVAC controls in the existing Workforce Development Building located on 3120 Eddy Street, Amarillo TX 79106 (Project);

WHEREAS, 20 years from the date of completion, as determined by EDA, is the Estimated Useful Life, as defined in 13 C.F.R. § 314.1, of the improvements made to the Project Property pursuant to the Project;

WHEREAS, under government-wide regulations set out at 2 CFR part 200 and EDA's regulations governing the Award at 13 CFR Chapter III, any transfer or conveyance of Project Property or any portion thereof must have the prior written approval of EDA;

WHEREAS, in accordance with PWEDA, EDA is not authorized to permit transfer or conveyance of Project Property to parties that are not eligible to receive EDA grants unless EDA is repaid the Federal Share as defined at 13 CFR § 314.5 ("Federal Share") or unless the authorized purpose of the Award is to develop land in order to lease or sell it for a specific use, in which case EDA may authorize a lease or sale of the Project Property or a portion thereof if certain conditions are met;

WHEREAS, the aforesaid Award from EDA provides the purposes for which the Grant Amount may be used and provides, *inter alia*, that Mortgagor will not sell, lease, mortgage, or otherwise use or alienate any right to, or interest in the Project Property, or use the Project Property for purposes other than or different from those purposes set forth in the Award and the Grant Application made by Mortgagor therefor, such alienation or use being prohibited by 13 CFR part 314 and 2 CFR part 200; and

WHEREAS, Mortgagor and EDA desire to establish an obligation for and first priority lien [*or other priority position, as approved by EDA*] on Project Property in favor of EDA in the event that the Project Property is used, transferred, or alienated in violation of the Award, 13 CFR Chapter III, or 2 CFR part 200;

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage and a lien on said Project Property to secure Mortgagor's obligation (i) to comply with the terms and conditions of the Award and the regulations set forth in 13 CFR Chapter III and 2 CFR part 200, and (ii) to use Project Property only for the purposes set forth therein for the Estimated Useful Life of Project Property. Mortgagor agrees that a debt, with interest thereon at the rate set forth in 31 U.S.C. § 3717, in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA in accordance with its authorities and regulations, such amount being either EDA's pro-rata share of the fair market value of the Project Property, as further set forth at 13 CFR § 314.5, as that provision may be amended from time to time, the Grant Amount, or the amount actually disbursed under the Award (Indebtedness), shall be due and payable by Mortgagor to EDA upon the termination of the Award, or any attempt to use, transfer, or alienate any interest in Project Property in violation of the Award or of the regulations set forth in 13 CFR Chapter III or 2 CFR part 200 and does, moreover, agree that such Indebtedness shall be extinguished only through the full payment thereof to the Federal Government.

Mortgagor further covenants and agrees as follows:

1. Lease of Project Property:

If the Grant Application provides for and the Award authorizes Mortgagor to lease Project Property, each lease arrangement shall be subject to the prior written approval of EDA.

EDA must determine that the applicable lease arrangement is consistent with the Grant Application and authorized general and special purpose(s) of the Award; will provide adequate employment and economic benefits for the area in which Project Property is located; is consistent with EDA policies concerning, but not limited to, non-discrimination, non-relocation, and environmental requirements; and that the proposed lessee is providing adequate compensation, as defined in 13 CFR § 314.1, to Mortgagor for said lease. Any lease agreement

entered into by Mortgagor of the Project Property shall be subordinate, junior, and inferior to this Agreement and Mortgage, and, at EDA's request, be expressly subordinated in writing and the written subordination recorded in the same manner as this Agreement and Mortgage.

2. Charges; Liens:

Mortgagor shall protect the title and possession of all Project Property; pay when due all taxes, assessments, mechanic and/or materialmen liens, and other charges, fines, and impositions now existing or hereafter levied or assessed upon Project Property; and preserve and maintain the priority of the lien hereby created on Project Property, including any improvements hereafter made a part of the realty.

3. Hazard Insurance:

Mortgagor shall insure and keep insured all improvements now or hereafter created upon Project Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage." The amount of insurance shall be the full insurable value of said improvements but in no event less than the full replacement value of the improvements. Any insurance proceeds received by Mortgagor due to loss shall be applied to restoration or repair of any damaged Project Property, provided such restoration or repair is economically feasible and the security of this Agreement and Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Agreement and Mortgage would be impaired, Mortgagor shall use said insurance proceeds to compensate EDA for its Federal Interest. EDA's Federal Interest, as defined at 13 C.F.R. § 314.2 ("Federal Interest") shall be satisfied when amount received is equal to the Federal Share as that term is defined at 13 CFR § 314.5 ("Federal Share").

4. Preservation and Maintenance of the Project Property:

Mortgagor shall keep Project Property in good condition and repair during the Estimated Useful Life and shall not permit or commit any waste, impairment, or deterioration of Project Property, but shall give notice written thereof to EDA without delay.

5. Indemnification

To the extent permitted by law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project Property or construction, renovation, or repair of any facility on the Project Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the Recipient or any of its predecessors (other than the Federal Government or its agents) on the Project Property. *See also* 13 C.F.R. § 302.19 (“Indemnification”).

6. Inspection:

EDA may make or cause to be made reasonable entries upon and inspection of Project Property by EDA or an authorized representative of EDA.

7. Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of Project Property, or any part thereof, or for any conveyance in lieu of condemnation shall be used by Mortgagor to compensate EDA for EDA’s Federal Share. EDA’s Federal Share of said condemnation proceeds shall be equal to that percentage which the Grant Amount bore to the total project costs under the Award for which the condemned property was acquired or improved. *See also* 13 CFR § 314.5 (“Federal Share”).

8. Recording of Agreement and Mortgage – Mortgagor’s Copy:

Mortgagor shall record this Agreement and Mortgage in accordance with the laws and rules of the County where Project Property is located, and shall ensure that the lien hereby granted is a first and prior lien on Project Property senior to all other interests save those which may arise by operation of law. EDA shall be furnished with the original, recorded Agreement and Mortgage as executed.

9. Notice:

Any notice from EDA to Mortgagor provided for in this Agreement and Mortgage shall be sent by certified mail to Mortgagor’s last known address or at such address as Mortgagor may designate to EDA, except for any notice given to Mortgagor in the manner as

may be prescribed by applicable law as provided hereafter in this Mortgage. Likewise, any notice from Mortgagor to EDA shall be sent by certified mail to EDA's address.

10. Remedies:

Upon Mortgagor's breach of any term or condition of the Award or any provision of this Agreement and Mortgage, then EDA, its designees, successors, or assigns may declare the Indebtedness immediately due and payable, and may enforce any and all remedies available including but not limited to foreclosure by an action brought either in a United States District Court or in any State Court having jurisdiction, but such action shall not be deemed to be a release or waiver of any other right or remedy to recover repayment thereof.

After any breach on the part of Mortgagor, EDA shall, upon bill filed or the proper legal proceedings being commenced for the foreclosure of this Agreement and Mortgage, be entitled, as a matter of right, to the appointment by any competent court, without notice to any party, of a receiver of the rents, issues, and profits of Project Property, with power to lease and control such Property, and with such other powers as may be deemed necessary.

11. Remedies Cumulative:

All remedies provided in this Agreement and Mortgage are distinct and cumulative to any other right or remedy under this Agreement and Mortgage, the Award, or related documents, or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Forbearance Not a Waiver:

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Agreement and Mortgage.

13. Release:

EDA and the Mortgagor agree that, so long as the possession and use of Project Property by Mortgagor has been only for the purposes set forth in the Award and Grant Application, then after the Estimated Useful Life of the improvements to Project Property, Mortgagor may request a release of the Federal Interest in accordance with 13 CFR part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 CFR part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Agreement and Mortgage and any release thereof, which shall be evidenced by a separate recorded covenant.

14. Governing Law; Severability:

This Agreement and Mortgage shall be governed by applicable federal law, if any, and if there is no applicable federal law by state law, and nothing contained herein shall be construed to limit the rights the EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

15. Authority to Execute Agreement and Mortgage:

Recipient represents and warrants to and covenants with EDA that Recipient has been duly authorized by Recipient's governing body by all necessary action and has received all necessary third party consents to enter into this Agreement and Mortgage.

16. If EDA approves and enters into an Intercreditor Agreement with one or more Creditor under which EDA shares a first priority lien position with said creditors, a default in the shared mortgage shall constitute a default under this Agreement and Mortgage.]

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand and seal on this the ____ day of _____, 2024.

ATTEST:

Mortgagor

By: _____

By: _____

Title: _____

Its: _____

Approved: _____

Attorney for Mortgagor

“This approval by Mortgagor’s counsel shall be in addition to and in no way a restriction or limitation of said Attorney’s separate written legal opinion regarding this Agreement and Mortgage.]

this space for acknowledgment

RESOLUTION

2024-05-23-01

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE PANHANDLE REGIONAL PLANNING COMMISSION (PRPC) APPROVING THE CONTRACT OF SALE AND THE MORTGAGE REGARDING THE PROPERTY LOCATED AT 3120 EDDY STREET, AMARILLO, TEXAS.

WHEREAS, the PRPC has received a grant from the Economic Development Agency (EDA) for \$2.5M to assist in the facilitation of the purchase of the Workforce Development building at 3120 Eddy Street, Amarillo, Texas; and

WHEREAS, the Contract to purchase the property located at 3120 Eddy Street, Amarillo, Texas, is hereby approved; and

WHEREAS, the Agreement and Mortgage document provided by the EDA for recording is hereby approved; and

NOW, THEREFORE, BE IT RESOLVED that the PRPC approves the Contract for purchase of 3120 Eddy Street, Amarillo, Texas and also approves the Agreement and Mortgage document provided by the EDA for execution and recording.

APPROVED AND ADOPTED on the 23th day of May, 2024

Salvador Rivera, Chairman
Panhandle Regional Planning Commission
Board of Directors

Attest:

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