

**Panhandle Regional
Planning Commission
Board of Directors
Thursday,
July 27, 2023**

NOTICE OF MEETING

The regular meeting of the Board of Directors of the Panhandle Regional Planning Commission will be held on **Thursday, July 27, 2023, at 1:30 p.m.** in the PRPC Board Room at 415 SW 8th, Amarillo, Potter County, Texas. In order to accommodate Board Members and members of the public who may want to access the meeting remotely a hybrid link is provided pursuant to Texas Government Code Section 551.127 with more than three counties in the State of Texas being represented on the Board.

Members of the public interested in attending this meeting online may do so by logging <https://us02web.zoom.us/j/83269962305?pwd=ZWEwV0QrUU9QTHpVZFp6K2tCbWVKQT09> (Meeting ID: 832 6996 2305 – Password 653919) or may participate by phone 346 248 7799 (Meeting ID: 832 6996 2305 – Password 653919).

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

AGENDA

1. CALL TO ORDER

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

2. INVOCATION

3. PUBLIC COMMENT

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

4. MINUTES

Consideration of the approval of the minutes from the Board of Directors' meeting held on June 22, 2023.

5. VOUCHERS

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

6. PRPC INVESTMENT FUND MONTHLY REPORT

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

7. **2023-2024 PRPC PERSONNEL CLASSIFICATION, PAY PLAN AND JOB DESCRIPTION DOCUMENT ADOPTION**

Consideration of the adoption of the 2023-2024 Personnel Classification, Pay Plan and Job Description document for the Planning Commission.

8. **PRPC EMPLOYEE GROUP HEALTH INSURANCE RENEWAL**

Consideration of the renewal of the Planning Commission's group health insurance benefits program for 2023-2024.

9. **DISPUTE RESOLUTION ADVISORY BOARD APPOINTMENTS AND DEPARTMENT UPDATES**

Consideration of the appointment or re-appointment of individuals to serve on the Planning Commission's Dispute Resolution Advisory Board and department updates.

10. **AREA AGENCY ON AGING AREA PLAN FOR FFY24 – FFY26**

Consideration of approval of the Area Agency on Aging's FFY24 – FFY26 Area Plan.

11. **PANHANDLE REGIONAL 9-1-1 NETWORK FY24 – 28 STRATEGIC PLAN FUNDING REQUEST APPROVAL**

Consideration of the approval of the Panhandle Regional 9-1-1 Network FY20 – 24 Strategic Plan and associated funding.

12. **PANHANDLE REGIONAL 9-1-1 NETWORK PURCHASE OF UNINTERRUPTABLE POWER SUPPLY EQUIPMENT**

Consideration of the authorization of the Executive Director to execute purchase of Uninterruptable Power Supply equipment.

13. **SELECTION TO SERVE AS THE POLITICAL SUBDIVISION FOR THE REGION – 1 CANADIAN - UPPER RED REGIONAL FLOOD PLANNING GROUP**

Consideration of the authorization of the Executive Director to execute an interlocal contract with the Canadian-Upper Red River Regional Flood Planning Group Membership for the delivery of administrative services.

14. **FY2023 – 24 REGIONAL SOLID WASTE MANAGEMENT GRANT CONTRACT APPROVAL**

Consideration of the Executive Director to enter into contract with the Texas Commission on Environmental Quality for the FY23-24 Regional Solid Waste Management Grant Program

15. **PANHANDLE REGIONAL SOLID WASTE MANAGEMENT ADVISORY COMMITTEE APPOINTMENTS**

Consideration of the appointment or re-appointment of individuals to serve on the Planning Commission's Regional Solid Waste Management Advisory Committee.

16. **PANHANDLE REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE BYLAWS**
Consideration and approval of the Regional Emergency Management Advisory Committee Bylaws.
17. **PRPC BUILDING LEASE AGREEMENT WITH 2-1-1 FOR VACANT OFFICE SPACE**
Consideration of the authorization of the Executive Director to execute a lease agreement with 2-1-1 Texas Panhandle/United Way Helpline for vacant office space in the PRPC facility.
18. **PROCUREMENT OF ENGINEERING SERVICES FOR HVAC ANALYSIS FOR PRPC FACILITY**
Consideration of the authorization of the Executive Director to enter into a contract with an engineering firm procured through a Request for Qualifications to conduct an analysis on the PRPC building HVAC system.
19. **EXECUTIVE SESSION PURSUANT TO SECTION 551.074 (PERSONNEL MATTERS)**
Consideration of convening a closed session of the Board of Directors of the Panhandle Regional Planning Commission to discuss personnel matters related to employees and positions as provided under Texas Government Code, Chapter 551, Section 551.074.
20. **CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION**
21. **MISCELLANEOUS NON-ACTION INFORMATION ITEMS**
 - A. Comments from the Executive Director.
 - B. Report on the following recent Planning Commission sponsored regional meetings:
 - 6/26/2023 – Matter of Balance, Spearman Seniors
 - 6/27/2023 – Destination Medicare Educational Event
 - 6/27/2023 – Original MC vs MC Adv Presentation, Palo Duro Village
 - 7/5/2023 – CG Educational Support Group
 - 6/22/2023 – Groundwater Management Area (GMA) #1 Meeting
 - 6/28/2023 – Region 1 Canadian-Upper Red Regional Flood Planning Group (RFPG) Meeting
 - 6/29/2023 – Economic Development Advisory Committee (EDAC) Meeting
 - 7/13/2023 – Regional Infrastructure Accelerator Steering Committee
 - 7/13/2023 – PREMAC Meeting
 - 7/18/2023 – Region A Panhandle Water Planning Group (PWPG) Meeting
 - 7/18/2023 – Medicare Fraud and Abuse Presentation, Tulia Senior Citizens
 - C. Announcement of tentatively scheduled Planning Commission sponsored regional meetings:
 - 8/2/2023 – CG Educational Support Group
 - 8/11/2023 – Regional 9-1-1 Advisory Committee
 - 8/14/2023 – Ready/Set/Thrive, Canyon Senior Citizens
 - 8/23/2023 – Panhandle Workforce Development Board meeting

- 8/24/2023 – Panhandle Workforce Development Board Consortium’s Governing Body meeting

22. 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 18th day of July, 2022 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

June 22, 2023

The meeting of the Board of Directors of the Panhandle Regional Planning Commission was held at 1:30 p.m. on Thursday, June 22, 2023. This meeting was held in hybrid format by videoconference pursuant Texas Government Code Section 551.127 with more than three counties in the State of Texas being represented on the Board. Board members and individuals from the public who desired to attend in person, accessed the meeting at 415 SW 8th Avenue, Amarillo, Potter County, Texas.

MEMBERS PRESENT:

- Phillip Self, Greenbelt Municipal & Industrial Waste Authority
- Nancy Tanner, Potter County Judge
- Buster Davis, Mayor, City of Gruver
- Christy Dyer, Randall County Judge
- Ronnie Gordon, Hartley County Judge
- Dr. Bill Hallerberg, Canadian River Municipal Water Authority
- Dr. John Howard, Donley County Judge
- Mr. Daniel Jackson, City of Dimmitt
- Kimberly Jones, Childress County Judge
- Oscar Ostos, Citizen Representative, Amarillo
- Karen Price, Citizen Representative, Pampa
- Dan Sams, Mayor, City of Wheeler
- Winston P. Sauls, City of Borger
- Tobe Shields, Mayor, City of Spearman
- Shawn Ballew, Oldham County Judge
- Cleo Castro, Citizen Representative, City of Cactus
- Harold Keeter, Swisher County Judge
- Greg Lewellen, Mayor, City of Friona
- Dan Looten, Carson County Judge
- Cole Stanley, Mayor, City of Amarillo
- Yolanda Robledo, Alderwoman, City of Bovina

MEMBERS ABSENT:

- Rank Cogdell, Briscoe County Judge
- Walter "Four" Price, Texas State Representative, District 87
- Sal Rivera, Sheriff, Castro County
- Pat Sims, Commissioner, City of Dumas
- Juan Cantu, Lipscomb County Commissioner
- Kerry Symons, Mayor, City of Perryton

STAFF PRESENT: Mr. Dustin Meyer, Executive Director; Mr. Trent Taylor, Director of Finance; Mr. Alex Guerrero, Local Government Services Director; Ms. Lori Gunn, Regional Services Director; Mr. Marin Rivas, Workforce Development Director; Ms. Daphne Morcom, Regional Services Program Specialist; Ms. Kathryn English, Area Agency on Aging Operations Manager; Mr. John Schaumburg, Regional 911 Network GIS Program Manager; Ms. Paige Goodell, Local Government Services Manager; Ms. Kristen Duree, Local Government Services Program Specialist; Ms. Melissa Whitaker, Executive Assistant

OTHERS PRESENT: Jennifer Foster, Senator Charles Perry - District Director

1. **CALL TO ORDER**

Mr. Tobe Shields called the meeting to order at 1:30 p.m. and noted that a quorum was present.

2. **INVOCATION**

Mr. Winston Sauls gave the invocation.

3. **PUBLIC COMMENT**

No public comments were made.

4. **MINUTES**

Judge John Howard moved to accept the minutes from April 27, 2023. Mr. Buster Davis seconded the motion; the motion carried by unanimous vote.

5. **VOUCHERS**

Mr. Winston Sauls moved to approve the vouchers for the month of April 2023. Judge Dan Looten seconded the motion; the motion carried by unanimous vote.

6. **PRPC INVESTMENT FUND MONTHLY REPORT**

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

	Balance@ <u>3/31/23</u>	Balance@ <u>4/30/23</u>	Balance@ <u>5/31/2023</u>
PRPC's Money Market Fund	\$3,420,152	\$3,931,804	\$4,198,243
9-1-1's Money Market Fund	122	27,706	27,793
Total MMIA Funds	<u>\$3,420,274</u>	<u>\$3,959,510</u>	<u>\$4,226,036</u>

CDARS CD

Duration

Return

5/11/2023	26 Weeks	4.85%	\$500,000
Total Invested Funds			<u>\$4,726,036</u>

The money market funds are deposited at Amarillo National Bank. The PRPC fund rate for the month of May was 4.57%. The 9-1-1 fund earned an average annual yield of 3.53%. 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. Staff recommends that the Board of Directors accept the report as submitted.

Judge Christy Dyer moved to accept the PRPC investment fund monthly report. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

7. APPROVAL OF PSA-3 TO FILL VACATED MINORITY CITIZEN REPRESENTATIVE SEAT

Ms. Melissa Whitaker informed the board the PRPC Bylaws call for representation of minority citizens on the Board of Directors. These designated minority seats are filled through a direct election process. With the resignation of Mr. Steven Cortez from the Board of Directors it was necessary to have an election in PSA-3 to fill this vacated minority citizen seat. The PSA-3 meeting was held on Tuesday, June 6th at 5:00 p.m. in the City of Dimmitt and a new representative was elected to fulfill the minority citizen position for PSA-3 on the PRPC Board of Directors. Staff recommends that the Board of Directors approve the PSA-3 election results of Mr. Daniel Jackson to fill the vacant seat to represent minority citizens on the PRPC Board of Directors.

Mr. Buster Davis moved to approve the results of the election and approve Mr. Daniel Jackson filling the vacant position of Minority Citizen Representative. Judge Christy Dyer seconded the motion; the motion carried by unanimous vote.

8. PRPC BUILDING MAINTENANCE SERVICES CONTRACT AMENDMENT

Mr. Dustin Meyer informed the board in February 2019 the PRPC Board of Directors approved a contract with JKB Company, Inc. dba: Accord Commercial Realty Services to provide property management and maintenance services for the PRPC Building. This agreement was for a period of 24 months with option periods for three (3) additional twelve (12) month options to the primary terms of the agreement. PRPC has entered into the second of the option periods. In discussing future maintenance and renovation projects it was noticed that Article O. and P. of the agreement is not in alignment with current PRPC procurement policies which were updated and allow for small purchase procurement procedures to be used with projects costs at or below a threshold of \$40,000.

Article O. of the Accord Commercial Realty Services contract states the following:

- *Offer and perform specialized project specific building maintenance/remodeling/repair services on a cost per project basis as authorized by PRPC management. No such individual project shall have a cost of \$25,000*

or more. All such work shall be performed in compliance with applicable city and state codes and regulations.

Article P. of the Accord Commercial Realty Services contract states the following:

- *Coordinate and/or subcontract for the performance of project specific building maintenance/remodeling/repair work on a cost per project basis with outside contractors/vendors as authorized by PRPC management. No such individual project shall have a cost of \$25,000 or more. All such work shall be performed in compliance with applicable city and state codes and regulations.*

This agenda item will update the current building maintenance services contract to increase maintenance, remodeling or repair work done under Articles O. and P. of the primary agreement to increase from \$25,000 to \$40,000 as allowed for in current PRPC Procurement policies. Staff recommends that the Board of Directors approve the contract amendment with JKB Company, INC. dba: Accord Commercial Realty Services primary agreement to adjust Article O and P to increase from \$25,000 to \$40,000 as allowed for in PRPC Procurement Policies.

Judge Dan Looten moved to approve the contract amendment with JKB Company, INC. Judge Ronnie Gordon seconded the motion; the motion carried by unanimous vote.

9. WORKFORCE PURCHASE: HIGH DEMAND JOB TRAINING PROGRAM – AMARILLO ISD

Mr. Marin Rivas informed the board in 2022, PRPC workforce development staff collaborated with the Amarillo Economic Development Corporation and local Independent School Districts (ISDs) to facilitate another High Demand Job Training Program grant opportunity from the Texas Workforce Commission (TWC) to match Workforce Innovation and Opportunity Act (WIOA) funds to local economic development sales tax funding, on a dollar-for-dollar basis. Funds were awarded to PRPC to administer, a portion of which are intended to be utilized to purchase equipment for the Amarillo ISD's AmTech Career Academy to expand the diesel automotive technician program. Amarillo ISD is requesting for the funding to be used to purchase two Diesel Engine Training Benches manufactured by Toolkit Technologies and available to government entities through The Interlocal Purchasing Systems (TIPS).

Members approved PRPC's Executive Director to enter into an Interlocal Agreement with TIPS in August of 2020 to allow PRPC to become a member and gain access to the TIPS national purchasing contracts. The proposed Training Benches, and related equipment, for a total cost to PRPC of \$115,000 in grant funds, would be utilized with engines and related equipment purchased and owned by Amarillo ISD. Staff recommends that the Board authorize the Executive Director to purchase the equipment as described above from Toolkit Technologies, for the amount of \$115,000, pending the receipt of grant funds from the Texas Workforce Commission and the sales tax monies from the Amarillo Economic Development Corporation.

Mr. Cole Stanley moved to authorize the Executive Director to purchase equipment as described above from Toolkit Technologies. Judge Harold Keeter seconded the motion; the motion carried by unanimous vote.

10. **GRANT AGREEMENT FOR MATCHING FUNDS TOWARDS THE WORKFORCE BUILDING PURCHASE: AMARILLO AREA FOUNDATION**

Mr. Marin Rivas informed the board In the April Board meeting, members considered a resolution to support the purchase of the Workforce Development Building at 3120 Eddy Street in Amarillo, as well as to make building improvements consisting of parking lot repairs, installation of a bus stop and shelter, and updating the interior HVAC controls system, using funds awarded to PRPC by the U.S. Economic Development Administration (EDA). Members were updated on a requirement in the \$2.5M EDA grant for matching contributions to the grant in the amount of \$550,000.

As part of the effort to secure the matching contributions, staff submitted an application to the Amarillo Area Foundation (AAF) under a Discretionary Grant funding opportunity. Last month, the AAF approved a grant award to PRPC in the amount of \$100,000 to be utilized toward securing the required matching funds for the purchase of the building contingent upon the receipt of sufficient funds received from all sources to complete the project. The award stipulates that if by May 31, 2024, that funds sufficient to complete the project have not been satisfied, the obligation of the AAF under the agreement terminates. The AAF has provided PRPC with a Grant Agreement for execution stating the Terms and Conditions including contingencies. Staff recommends that the Board authorize the Executive Director to execute the Grant Agreement with AAF as described above.

Judge Harold Keeter moved to authorize the Executive Director to execute the Grant Agreement with AAF as described above. Mr. Dan Sams seconded the motion; the motion carried by unanimous vote.

11. **FOOD NET PROGRAM FUNDING AGREEMENT – UNITED WAY**

Ms. Kathryn English informed the board that The Area Agency on Aging operates a home delivered meal program for Potter and Randall counties. The FoodNET Program or “Nutrition for Experienced Texans” aims to provide healthy and nutritious meals to older adults and individuals living with disabilities with the goal of reducing hunger and food insecurity. FoodNET promotes individuals’ ability to remain independent in their own homes and offers the vital support needed for older adults to age in place with the dignity of choice.

In November 2022, the AAA submitted an application to the United Way of Amarillo and Canyon and has been awarded \$90,000 for the UWAC fiscal year beginning on April 1, 2023 and ending on March 31, 2024. This is an increase from \$84,100, which was received in the last few funding cycles. This funding will allow FoodNET to continue serving the nutritionally at-risk, income-constrained older adults residing in the City of Amarillo. AAA staff recommends that the Board of Directors authorize the Executive Director and the PRPC Board Chairman to sign the funding agreement for the United Way of Amarillo and Canyon to further the FoodNET Program.

Judge Ronnie Gordon moved to accept the recommendation of the AAA staff for the Board to authorize the Executive Director and the PRPC Board Chairman to sign the funding agreement for the United Way of Amarillo and Canyon to further the FoodNET

Program. Judge Christy Dyer seconded the motion; the motion carried by unanimous vote.

12. AREA AGENCY ON AGING ADVISORY COUNCIL APPOINTMENTS

Ms. Kathryn English informed the board that according to the Administrative Regulation #38, the membership of the Area Agency on Aging Advisory Council shall consist of no more than 18 members with representation from the following groups: older individuals residing in rural areas, clients of Title III services, older individuals, minority older individuals who participate or are eligible to participate in OAA programs, local elected officials, general public, veterans' health care providers, service providers, family caregivers of older individuals who are minority or who reside in rural areas, business community representatives, representatives of older individuals, representatives of health care provider organizations, people with leadership experience in the private and voluntary sector, and representatives of supportive services provider organizations. The regulation further requires the PRPC Board of Directors to appoint all AAA Advisory Council members. The members serve an initial three-year term.

The AAA has identified community members who are engaged in advocacy work for older adults, provide services to AAA clients, and who have the ability to effectively represent the needs of older adults in Amarillo and across the region. Staff recommends that the Board of Directors appoint Shana Beaty, Pamela Bell, Marci Leffler, and Ameka Mobley to serve on the Area Agency on Aging Advisory Council.

Judge Nancy Tanner moved to approve the appointment of Shana Beaty, Pamela Bell, Marci Leffler, and Ameka Mobley to serve on the AAA Advisory Council. Judge Kim Jones seconded the motion; the motion carried by unanimous vote.

13. PANHANDLE REGIONAL 9-1-1 NETWORK QUARTERLY PERFORMANCE REPORT

Mr. John Schaumburg informed the board 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 FY23 Q3 performance report covering March, April, and May.

- There were 27,203 9-1-1 calls received from the 21 regional call centers of with 21,812 being wireless or 81%.
- Staff monitored twenty Public Service Answering Points (PSAPs) with no findings.
- PSAP staff and PRPC staff performed 1,592 Network test calls.
- There were four outages during this quarter.
- The region received 1,682 text messages during this period, with the vast majority as test texts.

Staff recommends that the PRPC Board of Directors accept the performance report as submitted for the second quarter of FY 2023 covering December, January, and February.

Mr. Buster Davis moved to accept the Panhandle 9-1-1 Network's quarterly performance report. Judge Kim Jones seconded the motion; the motion carried by unanimous vote.

14. **REGIONAL MASS NOTIFICATION SYSTEM PROJECT (PARIS) SERVICE AGREEMENT**

Ms. Delaney Pruett informed the board that the Panhandle Area Regional Information System (PARIS) is a mass notification system that enables local officials to send emails, text messages, and phone calls to people in the region. Most commonly, PARIS is used to warn and inform the public of hazardous situations, whether it be severe weather, a child abduction, or another time-sensitive incident. Some counties use this system to dispatch volunteer responders as well. Additionally, residents can sign up to receive general community notices from their local government and weather alerts from the National Weather Service. This system is available to county and city officials as well as hospitals and other organizations in the region. It is funded annually through the Homeland Security Grant Program (HSGP), where the Panhandle Regional Emergency Management Advisory Committee (PREMAC) is charged with coordinating regional projects that meet homeland security national priority areas.

Since PARIS began in 2008, the PRPC has contracted with the Alliance for Community Solutions (ACS) to provide the i-INFO platform for PARIS. Local officials can sign into this web-based platform and send timely messages to their community. Over time, it has become apparent that our region's local officials aren't using PARIS to its full capability, and when promoting the system, PRPC staff were made aware of the difficulties in using the system. The i-INFO platform is cumbersome and difficult to use. When it began, the platform was top of the line, but as technology has progressed, it has not kept up and is outdated. PRPC Staff began exploring other mass notification software vendors that could offer the same or more in terms of features, while also being easier to use. Because this system is funded through a grant program, there was a strict price ceiling put in place. Once it was determined that there were several other vendor options within the budget for this project, PRPC Staff asked the PREMAC if they would like to consider moving PARIS to a different vendor's platform. The overwhelming answer was yes, they would like to look at switching vendors. The feedback PRPC Staff received from local officials in the region echoed the sentiments of several PREMAC members. The PREMAC asked PRPC Staff to survey the region's emergency management coordinators and other frequent users of the system to gauge their needs and what they would like to see in a new system.

Using the feedback from the survey, a wide net was cast to look at all of the vendors that provided mass notification systems. Besides the budget of \$50,000 annually, another important feature the region needs is IPAWS capabilities. IPAWS messages can be sent by local officials to all cell phones in an area during a life-threatening event, similar to an Amber Alert. FEMA manages the credentials for local officials to

access IPAWS and monthly training is required to maintain access. The i-INFO platform has this functionality, so it is a feature that is required for a new platform. After those two conditions were met, there were several other features and functionality that were considered. Additionally, Staff talked with other local governments and other Councils of Government about their systems, what they liked and what they didn't like, and had many demonstrations from vendors. In the end, PRPC Staff narrowed it down to four companies: CivicReady, Genasys, Everbridge, and Inspiron Logistics - WENS.

In April 2023, a regional meeting was held at the Randall County Fire Station and all PARIS users, EMCs, and other interested parties were invited to see demonstrations from the final four companies. Participants were able to offer feedback on each one, and then at the end, on which vendor they liked best or if they would rather keep i-INFO. This feedback was collected and presented to the PREMAC in May 2023 along with an in-depth look comparing each system and vendor. Through a silent vote, it was decided that WENS would be the best vendor to meet the mass notification needs of the region while at a price point that would allow the PREMAC to fund other projects in the region.

The WENS platform provided by Inspiron Logistics has all of the features the region needs in a mass notification system while being exceptionally easy to use. This platform switch will be a welcome change for local officials and hopefully will allow for easier communication with their residents.

Everbridge	Genasys	CivicReady	Inspiron Logistics (WENS)
Year 1: \$55,804 Years 2-5: \$49,202	\$49,977 with a 5-year contract	\$42,998.99 with a 3-year contract	\$16,825 with a 3-year contract

PRPC Staff asks that you favorably consider changing the vendor for the PARIS Mass Notification System from the Alliance for Community Solutions to Inspiron Logistics and direct PRPC's Executive Director to enter into a one-year contract with the option to renew for two additional years with Inspiron Logistics to provide the WENS platform at an annual price of \$16,825.

Judge Harold Keeter moved to accept changing the vendor for the PARIS Mass Notification System from the Alliance for Community Solutions to Inspiron Logistics. Judge John Howard seconded the motion; the motion was carried by unanimous vote.

15. 2023 CRIMINAL JUSTICE STRATEGIC PLAN APPROVAL

Ms. Daphne Morcom informed the board that each year, the PRPC enters into a contract with the Criminal Justice Division of the Governor's Office (CJD) to administer the Panhandle Regional Criminal Justice Program. Part of that process is the development of a strategic plan that will outline the PRPC's vision related to criminal justice issues within the region. In the past, CJD required each jurisdiction to complete a community plan to identify local priorities and help foster relationships between agencies. CJD rescinded the jurisdictional community plans in 2014 and began asking the regional Council of Governments (COGs) to develop strategic plans at the regional

level. CJD continued the strategic planning requirement and placed weight at the state level by adding the results to the new CJD score sheet for prioritizing grants. The Executive Summary from each region's strategic plans will be compiled into a statewide report for Texas. Essentially, the Strategic Plan is an administrative document summarizing the priorities in the region as well as the services currently available to help identify program gaps. The plan will be utilized going forward as a guide for agencies applying under the funding opportunities administered by the COGs (VOCA, VAWA, JAG, JJ & TP). It will also assist CJD in developing strategies for other funding streams administered through their office.

PRPC staff has conducted planning sessions and worked with local jurisdictions to develop our regional plan. The 2023 Strategic Plan will be uploaded to the PRPC website for use around the region. The PRPC staff recommends the Board of Directors consider approval of the Panhandle Regional Planning Commission Regional Criminal Justice 2023 Strategic Plan.

Judge Christy Dyer moved to approve the PRPC Regional Criminal Justice 2023 Strategic Plan. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

16. **PANHANDLE REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE APPOINTMENTS**

Ms. Lori Gunn informed the board that the PRPC Administrative Regulation #36 governs the duties, activities and composition of the Panhandle Regional Emergency Management Committee (PREMAC). The advisory committee is comprised of 40+ PRPC Board-appointed members who geographically represent the broad spectrum of emergency management interests and disciplines in the Texas Panhandle.

Listed below are the names of the PREMAC members who've recently resigned along with the names of their recommended replacements. To the extent possible, when a member resigns, we attempt to replace him/her with a candidate representing the same discipline as the out-going member. This helps us in maintaining the composition requirements of PRPC Administrative Regulation #36. With regard to the members whose current terms have expired, PRPC is recommending the following.

<u>Current Member whose Term has Expired</u>	<u>Discipline Represented</u>	<u>PRPC Staff Recommendation</u>
<u>Cindy Irwin County Judge Hutchinson County</u>	<u>Local Government</u>	<u>Reappoint Judge Irwin to another 3-year term ending 31-May-26</u>
<u>Lee Davila City Manager City of Friona</u>	<u>Local Government</u>	<u>Reappoint Mr. Davila to another 3-year term ending 31-May-26</u>
<u>Tommy Brooks EMC Moore County</u>	<u>Emergency Management Coordinator</u>	<u>Reappoint Mr. Brooks to another 3-year term ending 31-May-26</u>

<u>Current Member whose Term has Expired</u>	<u>Discipline Represented</u>	<u>PRPC Staff Recommendation</u>
<u>Chip Orton EMC Amarillo OEM</u>	<u>Emergency Management Coordinator</u>	<u>Appoint Mr. Max Dunlap, Director to a 3-year term ending 31-May-26</u>
<u>Mike Gittinger Meteorologist in Charge Amarillo NWS</u>	<u>Related Federal Agencies</u>	<u>Appoint Ms. Joanne Culin, Warning Coordination Meteorologist; to a 3- year term ending 31-May-26.</u>
<u>JoDee Robison Business Development Director Rico Aviation</u>	<u>Fire Service Organization</u>	<u>Reappoint Mr. Robison to another 3-year term ending 31-May-26</u>
<u>Howard Heath EMS City of Claude</u>	<u>EMS Service Organization</u>	<u>Appoint Mr. Jacob Clifton, EMS, Gray County to a 3-year term ending 31-May-26</u>
<u>P.J. Lemons Director Panhandle RAC</u>	<u>Health & Medical Services</u>	<u>Reappoint Mr. Lemons to another 3-year term ending 31-May-26</u>
<u>Kyle Brack Advisor, Pantex Emergency Svc CNS Pantex Plant</u>	<u>Major Industry Interests</u>	<u>Reappoint Mr. Brack to another 3- year term ending 31-May-26</u>
<u>Eric Wallace Criminal Justice Director Amarillo College</u>	<u>Schools or School Associations</u>	<u>Appoint Mr. Stephen Malley, Fire Academy Coordinator, Amarillo College to a 3-year term ending 31- May-26</u>
<u>John Fisher General Manager Palo Duro River Authority</u>	<u>Water Districts or Authorities</u>	<u>Appoint TBA to a 3-year term ending 31-May-26</u>
<u>Dr. Sherri Gress Safety Director TX Animal Health Commission</u>	<u>Schools or School Associations</u>	<u>Appoint Dr. Nicole Sheedy, Veterinarian, TX Animal Health Commission to a 3-year term ending 31-May-26</u>

PRPC staff recommends that the PRPC Board of Directors appoint the individuals identified in this memo to serve on the Panhandle Regional Emergency Management Advisory Committee for the term indicated by their name.

Judge Ronnie Gordon moved to appoint the identified individuals to serve on the PREMAC for the term indicated by their name. Judge Nancy Tanner seconded the motion; the motion carried by unanimous vote.

17. **PRESENTATION AND UPDATE BY THE TEXAS BROADBAND DEVELOPMENT OFFICE**

Mr. Alex Guerrero presented an overview of the Texas Broadband Development Office (BDO), which was established by House Bill 5, 87th Legislative Session. In accordance with the legislation, the office will:

- Create an accurate broadband map of eligible vs. ineligible areas for financial assistance. The map will have a challenge process to dispute any perceived inaccuracies.
- Establish a long-term, statewide plan that addresses strategies and goals for expanding access to and further adoption of broadband service.
- Award grants or other financial instruments to meet the goals of the plan.
- Set the effective threshold speed for broadband service (25 Mbps download/3 Mbps upload).
- Engage in outreach to communities regarding the expansion.
- Address barriers for future expansion efforts.

This is an informational item. No recommendations at this time.

18. **2023 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGIES (CEDS) APPROVAL**

Ms. Paige Goodell informed the board that the Panhandle Regional Planning Commission was named as the Economic Development District for the Texas Panhandle by the U.S. Economic Development Administration (EDA) in 1978. Every three years PRPC seeks funding from EDA to facilitate the planning and implementation of economic development related strategies in the Texas Panhandle. Currently, the Economic Development District is in the second year of its three-year planning grant. One of the special award conditions of PRPC's planning grant is to provide a comprehensive rewrite of the Texas Panhandle Comprehensive Economic Development Strategy (CEDS) every five years and an update to the CEDS annually.

This year, PRPC Staff conducted an annual update to highlight the activities of the Economic Development District, update regional data for economic distress, and track the Action Plan progress. The EDA requires that the advisory committee review and approve the CEDS annually prior to submission. Additionally, because the economic development efforts of the region continue to become more intertwined with local government, PRPC Staff feels that it is appropriate for the annual updated CEDS to be reviewed by the PRPC governing body. The update is a two-page document which will be incorporated into the 30+ page five-year comprehensive rewrite that was done in 2021. The 2023 CEDS update is available on the PRPC website. PRPC Staff recommends that the Board of Directors authorize the Executive Director to sign approval of the 2023 Update to the Comprehensive Economic Development Strategies (CEDS) document.

Mr. Dan Sams moved to authorize the Executive Director to sign approval of the 2023 Update to the CEDS document. Mr. Buster Davis seconded the motion; the motion carried by unanimous vote.

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

A. Comments from the Executive Director.

Thank you and welcome to Mayor Stanley and to Mr. Daniel Jackson for being willing to serve on this body. We certainly look forward to both of your participation.

Art Lara who was renting space on the 3rd floor for over 20 years has retired. As such we have vacant office space there and are in advanced discussions with 2-1-1 to lease that space. 2-1-1 works very closely with our Regional Services and AAA Department and is a very natural fit here at the Planning Commission facilities. We anticipate bringing the lease back to this body for approval next month.

Currently we are working on an Engineering RFQ for an assessment on the buildings HVAC system primarily the Chiller. The unit is old and has struggled significantly to keep up with demand and requires constant repairs the last several years. There is an opportunity through the State Energy Conservation Office for a low interest loan (.25%) to replace the chiller, but we first want to get a recommendation from an engineer on the best way to tackle repairs and or replacement. We will potentially be presenting the results of the RFQ next month as well.

In July the Chairman will be selecting the Nominating and Awards Committee for the Annual Meeting, if you are interested in serving on those bodies please contact Melissa or I for further information.

Thank you to all of the Panhandle communities who have lent their time, services and support to the City of Perryton in this time of need. Perryton truly has amazing leadership in place to tackle this disaster, but it is great to see the Panhandle pull together to help this community. Continued thoughts and prayers for the Perryton community who certainly has a long road to recovery.

Thank you to all of the Board Members for your continued Support and Service. Thank you to our guests for being present today including Jennifer Foster from Senator Perry's office.

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

- 4/28/2023 – Speaking Grief – BSA Hospice – AAA Panelist
- 5/4/2023 – Transfer on Death Deed (TODD) Presentation, Hedley Lions Club
- 5/4/2023 – Keep Texas Recycling (KTR) workshop, Dumas, TX
- 5/9/2022 – Amarillo City Council Meeting – Proclamation of Older Americans May 2023
- 5/17/2023 – PREMAC Meeting
- 5/17/2023 – Regional Infrastructure Accelerator (RIA) Kick-Off Event
- 5/19/2023 – Ombudsman Program Presentation

- 5/23/2023 – Panhandle Rural Transportation Planning Organization (PRPO) Meeting
- 5/26/2023 – Regional 9-1-1 Advisory Meeting
- 5/31/2023 – Original MC vs MC Adv Presentation, Memphis Lions Club
- 6/6/2023 – High Plains Regional Working Group/Texas BDO Kick-Off
- 6/7/2023 – CG Educational Support Group
- 6/12/2023 – Second Cup – Destination Medicare Interview
- 6/14/2023 – Texas Panhandle Inspectors Association (TPIA) Meeting
- 6/15/2023 – Panhandle Regional Organization to Maximize Public Transportation (PROMPT) Strategic Sub-Committee Meeting

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

- 6/22/2023 – Groundwater Management Area (GMA) #1 Meeting
- 6/27/2023 – Destination Medicare presentation
- 6/28/2023 – Region 1 Canadian-Upper Red Regional Flood Planning Group (RFPG) Meeting
- 6/29/2023 – Economic Development Advisory Committee (EDAC) Meeting
- 7/5/2023 – CG Educational Support Group
- 7/18/2023 – Region A Panhandle Water Planning Group (PWPG) Meeting

Mayor Tobe Shields, Chairman
 Panhandle Regional Planning Commission
 Board of Directors

ATTEST:

Judge Nancy Tanner, Secretary/Treasurer
 Panhandle Regional Planning Commission Board of Directors

ITEM 5

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214327	CCDF Quality Impr Activities	AMARILLO COLLEGE	BILL NO: 3077 & 3140 - 2023 SPRING TUITION	121,862.45	6/1/2023
214328	PRPC Building Fund	ACE LOCK & KEY	INV #43109 - 5/30/23 - 2 DUPLICATE KEYS - JANITORIAL	5.50	6/1/2023
214329	PRPC General Fund	AFLAC	INV #800856 - EMPLOYEE DEDUCTS 5/23	155.87	6/1/2023
214330	American Rescue Plan	AMAZON CAPITAL SERVICES	INV #11PW-NRHQ-TWNG - HEALTH MAINT SUPPLIES 5/23	351.95	6/1/2023
214331	American Rescue Plan	AMAZON CAPITAL SERVICES	INV #11T6-M4XM-TKCG - HEALTH MAINT SUPPLIES 5/23	375.58	6/1/2023
214331	Aging - HHSC	CITY OF AMARILLO	RES REPAIRS 5/23 - AAA CLIENT	3,000.00	6/1/2023
214332	Aging - HHSC	CITY OF AMARILLO	RES REPAIRS 5/23 - AAA CLIENT	3,000.00	6/1/2023
214332	9-1-1 Management Plan	AMA COMMUNICATIONS LLC	TOWER LEASE PMT 6/1-6/30/23	634.44	6/1/2023
214333	American Rescue Plan	CITY OF AMARILLO	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	240.37	6/1/2023
214334	American Rescue Plan	CITY OF AMARILLO	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	174.03	6/1/2023
214335	Vocational Rehab Cost	CITY OF AMARILLO	4/13-5/11/23 - AMA WFC IRRIGATION	156.71	6/1/2023
214335	Vocational Rehab Cost	CITY OF AMARILLO	4/13-5/11/23 - AMA WFC WATER	134.09	6/1/2023
214339	PRPC Building Fund	CITY OF AMARILLO	PRPC WATER 4/18-5/22/23	497.64	6/1/2023
214339	PRPC Building Fund	CITY OF AMARILLO	PRPC/DRIP IRRIGATION - 4/18-5/22/23	40.63	6/1/2023
214341	PRPC Building Fund	CITY OF AMARILLO	5/31/23 - PRPC/DRAINAGE FEE	10.53	6/1/2023
214342	PRPC Building Fund	CITY OF AMARILLO	5/31/23 - PRPC/DRAINAGE FEE	10.44	6/1/2023
214336	PRPC Indirect Costs	AMERICAN AIRLINES	STATEMENT NO. 23052424256 - 5/24/23	542.91	6/1/2023
214337	PRPC Building Fund	ARVERNAS CLEANING SERVICE	INV #007 - 5/23/23 - POWER WASH EXTERIOR BLDG	975.00	6/1/2023
214338	PRPC Building Fund	ARVERNAS CLEANING SERVICE	INV #007 - PRPC CLEANING SVCS - 5/23	1,700.00	6/1/2023
214338	American Rescue Plan	ASTORIA PARK APARTMENTS	RENTAL ASSISTANCE - 6/23 - AAA CLIENT	582.00	6/1/2023
214339	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	117.76	6/1/2023
214340	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	306.82	6/1/2023
214341	9-1-1 Management Plan	CHARLES L BOEDEKER	TOWER LEASE PMT 6/1-6/30/23	661.25	6/1/2023
214342	CD Project Admin	CITY OF BORGER	REFUND OF CONTRACT OVERPAYMENT	4,000.00	6/1/2023
214343	Cost Pool	MR KEVIN CADDELL	IRT MILEAGE 5/24/23 - WDB MTG	105.94	6/1/2023
214344	SNAP E&T	CAPITAL ONE	5/19/23 STATEMENT - WORK RELATED ITEMS	641.99	6/1/2023
214345	9-1-1 Management Plan	CCATT LLC	TOWER LEASE PMT 6/1-6/30/23	3,056.51	6/1/2023
214346	WIOA DLW	CLARENDON COLLEGE	T/F SP QRT-23 - CDL - DLW	2,951.00	6/1/2023
214347	PRPC Indirect Costs	COLUMN SOFTWARE PBC	INV #C2CF4ED-0001 - LN 6/1/23 MINORITY ELECTION	30.00	6/1/2023
214348	Cost Pool	DAVES FRESH CLEANING LLC	INV #1183 - JANITORIAL 5/23 - BORGER WFC	280.00	6/1/2023
214349	9-1-1 Management Plan	MR VANCE EASLEY	IRT MILEAGE 5/26/23 - 9-1-1 ADV MTG	151.92	6/1/2023
214350	Cost Pool	THE ELECTRIC BROOM	INV #105660 - JANITORIAL 5/23 - AMA WFC	1,975.00	6/1/2023
214351	9-1-1 Management Plan	JIM FISCHBACHER	TOWER LEASE PMT 6/1-6/30/23	123.60	6/1/2023
214352	WIOA Adult	FLAGSTAR BANK	MORTGAGE 5/1-5/31/23 - WF CLIENT	1,200.00	6/1/2023
214353	State Water	FREESE AND NICHOLS INC	INV #1349247 - PROF SVCS -1/31/23 - 2026 WATER PLAN	3,376.55	6/1/2023
214354	9-1-1 Management Plan	MS MISTY GARRETT	IRT MILEAGE 5/26/23 - 9-1-1 ADV MTG	117.52	6/1/2023
214355	Communication Towers	GREENBELT ELECTRIC COOPERATIVE INC	BOWR/COLL - 4/15-5/15/23	195.65	6/1/2023
214356	9-1-1 Management Plan	MS MICHELE GRIFFIN	IRT MILEAGE 5/26/23 - 9-1-1 ADV MTG	105.94	6/1/2023
214357	CD Project Admin	CITY OF GRUVER	REFUND OF CONTRACT OVERPAYMENT	2,725.00	6/1/2023
214358	9-1-1 Management Plan	INSITE TOWERS LLC	TOWER LEASE PMT 6/1-6/30/23 - MEMPHIS/SILVERTON 2	935.00	6/1/2023
214359	Cost Pool	JUDGE CINDY IRWIN	IRT MILEAGE 5/25/23 - WDB MTG	76.88	6/1/2023
214360	PRPC Building Fund	JKB COMPANY	INV #3673 - PRPC BLDG MAINT 6/23 & ADD'L HRS 5/23	1,601.50	6/1/2023
214360	Cost Pool	JKB COMPANY	INV #3677 - MGMT FEE 6/23 - AMA WFC	1,050.00	6/1/2023
214361	9-1-1 Management Plan	SINCLAIR BROADCAST GROUP	TOWER LEASE PMT 6/1-6/30/23	431.25	6/1/2023
214362	Cost Pool	JUDGE DAN LOOTEN	IRT MILEAGE 5/25/23 - WDBCGB MTG	37.91	6/1/2023

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214363	WIOA DLW	MR COOPER	MORTGAGE 6/1-6/30/23 - WF CLIENT	844.30	6/1/2023
214364	9-1-1 Management Plan	OMEGA ELECTRONICS	INV #200001811-1, 1812-1 & 1813-1 - SVCE CALLS 5/23	1,260.44	6/1/2023
214365	American Rescue Plan	CITY OF PAMPA	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	191.48	6/1/2023
214366	PRPC Indirect Costs	PANHANDLE PRESORT SERVICES LTD	INV #405528 - 5/1-5/15/23 MAIL HANDLING	624.94	6/1/2023
214367	9-1-1 Management Plan	PLATEAU	NW PARMER - 5/22-6/21/23	39.00	6/1/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 5/22-6/21/23	39.00	6/1/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 5/22-6/21/23	39.00	6/1/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 5/22-6/21/23	34.13	6/1/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 5/22-6/21/23	39.00	6/1/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 5/22-6/21/23	39.00	6/1/2023
214368	PRPC General Fund	PRINCIPAL LIFE INSURANCE COMPANY	INSURANCE PMT - 6/23	5,881.62	6/1/2023
214369	9-1-1 Management Plan	PTI US TOWERS II LLC	TOWER LEASE PMT 6/1-6/30/23	1,228.34	6/1/2023
214370	9-1-1 Management Plan	MS JEANNIE ROGERS	IRT MILEAGE 5/26/23 - 9-1-1 ADV MTG	63.64	6/1/2023
214371	PRPC General Fund	SCOTT'S FLOWERS	INV #067165 - 5/26/23 SYMPATHY	97.50	6/1/2023
214372	9-1-1 Management Plan	MS RHONDA SCOTT	IRT MILEAGE 5/26/23 - 9-1-1 ADV MTG	128.08	6/1/2023
214373	Amarillo MSA Micro Loan Program	SELL GRIFFIN MCLAIN PC	INV #41605 - LEGAL SVCS 4/23 - UCC CONT CONSULT	20.00	6/1/2023
214374	Aging - HHSC	ELLEN LORENDA SHELLEY	CG RESPITE VOUCHER 5/23 - AAA CLIENT	70.00	6/1/2023
214375	Cost Pool	TASCOSA OFFICE MACHINES	INV #414382 - COPIER LEASE 5/23 - AMA WFC	1,232.73	6/1/2023
214376	TANF/Choices	TOOTN TOTUM	INV #523 - 200 FUEL CARDS - 5/23/23	5,000.00	6/1/2023
214378	Intern. Service - Accounting	TXCPA	INV #1068566 - MEMBER DUES - 6/1/23-5/31/24	345.00	6/1/2023
214379	Solid Waste Disposal	TEXAS TECH UNIVERSITY	REG FEES 6/2-7/14/23 - CPM TRACK #1 - LORI GUNN	695.00	6/1/2023
214380	Intern. Service - Copy	UNA COPY INC	#INV98248 - 2ND FLOOR COPIES 4/25-5/24/23	386.86	6/1/2023
214381	PRPC General Fund	UNITED SUPERMARKETS LLC	4/27/23 - BOARD MEETING SUPPLIES	26.96	6/1/2023
	Aging - HHSC	UNITED SUPERMARKETS LLC	4/27/23 - VOLUNTEER APPRECIATION SUPPLIES	74.28	6/1/2023
	MAXIMUS	UNITED SUPERMARKETS LLC	5/3/23 - CG EDUCATIONAL SUPP GROUP - LUNCH	148.78	6/1/2023
214382	PRPC General Fund	UNITED WAY OF AMARILLO & CANYON	EMPLOYEE DEDUCTALS - 5/23	779.54	6/1/2023
214383	9-1-1 Management Plan	VISTA COM	INV #6993 - EVENTIDE MAINT 6/1/23-5/31/24	29,264.00	6/1/2023
214384	Cost Pool	THE HONORABLE DJ WAGNER	IRT MILEAGE 5/25/23 - WDBCGB MTG	62.51	6/1/2023
214385	Transportation - RIA	WEST TEXAS BALLOONS	INV #7010001894 - BALLOON COLUMN FOR RIA EVENT	95.00	6/1/2023
214386	9-1-1 Management Plan	MR KIRSTEN WILLIAMS	IRT MILEAGE 5/26/23 - 9-1-1 ADV MTG	62.51	6/1/2023
214387	Cost Pool	MR MICHAEL WRIGHT	IRT MILEAGE 5/24/23 - WDB MTG	62.92	6/1/2023
214388	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	574.46	6/1/2023
214389	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	582.16	6/1/2023
214390	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	337.90	6/1/2023
214391	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	478.77	6/1/2023
214392	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	227.98	6/1/2023
214393	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	300.60	6/1/2023
214394	9-1-1 Management Plan	MR NICK YARA	IRT MILEAGE 5/26/23 - 9-1-1 ADV MTG	150.91	6/1/2023
214395	Cost Pool	AMARILLO NATIONAL BANK	4/21-5/20/23 - WASABI.COM CLOUD STORAGE	6.39	6/8/2023
	Transportation - RIA	AMARILLO NATIONAL BANK	5/12/23 - RIA BROCHURES (SIR SPEEDY)	118.60	6/8/2023
	Cost Pool	AMARILLO NATIONAL BANK	5/18-6/17/23 - TIME TRAK GO - 42 USERS	126.00	6/8/2023
	CD Project Admin	AMARILLO NATIONAL BANK	5/2-5/5/23 - GUERRERO/NEW ORLEANS - HOTEL	630.00	6/8/2023
	CD Project Admin	AMARILLO NATIONAL BANK	5/22-5/24/23 - AUSTIN/TX DEMOGR. CONF - FLIGHT & REG	379.18	6/8/2023
	Aging - HHSC	AMARILLO NATIONAL BANK	5/25/23 - AAA VENDOR BOOTH REGISTRATION FEES	75.00	6/8/2023
	CD Project Admin	AMARILLO NATIONAL BANK	5/25/23 - GOODELL - GOV SMALL BUS SUMMIT REG FEES	20.00	6/8/2023

Panhandle Regional Planning Commission

Check/Voucher Register

From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
	Homeland Security Grant Program	AMARILLO NATIONAL BANK	5/30-6/2/23 - FT WORTH/TDEM CONF - HOTEL CHARGES	1,567.12	6/8/2023
	CD Project Admin	AMARILLO NATIONAL BANK	5/9/23 - CDBG SUPPLIES	17.79	6/8/2023
	Intern. Service - Personnel	AMARILLO NATIONAL BANK	6/1/23 - BACKGROUND CHECK	69.95	6/8/2023
	CD Project Admin	AMARILLO NATIONAL BANK	INV #7860075 - 5/7/23 - LGS PROGRAM SPEC JOB AD	506.00	6/8/2023
	CD Project Admin	AMARILLO NATIONAL BANK	INV #79504861 - 5/30/23 - LGS & LAKE TANGLEWOOD JOB ADS	372.00	6/8/2023
214396	9-1-1 Management Plan	AT&T	E911 PRPC 5/5-6/4/23	1,491.16	6/8/2023
214397	9-1-1 Management Plan	AT&T	INTERNET 2/21-3/20/23 - E911 PRPC PAMPA HOST	164.03	6/8/2023
	9-1-1 Management Plan	AT&T	INTERNET 5/21-6/20/23 - E911 PRPC PAMPA HOST	84.50	6/8/2023
214398	Cost Pool	JUDGE TERRI BETH CARTER	IRT MILEAGE 5/25/23 - WDBCGB MTG	107.28	6/8/2023
214399	Cost Pool	EAN SERVICES LLC	INV #TL826590-053023 - 5/1-5/2/23 - AUSTIN - RIVAS	5.78	6/8/2023
214400	9-1-1 Management Plan	EAN SERVICES LLC	RA #774814511 - 5/30-6/1/23 AUSTIN/CSEC MTG	113.88	6/8/2023
214401	9-1-1 Management Plan	GOODIN FUELS INC	INV #075093-CF - 5/9/23 - GENERATOR FUEL	850.60	6/8/2023
214401	Cost Pool	THE GROUNDS GUYS OF AMARILLO	#INV-5407 - BI-WEEKLY SVCS 5/23 - AMA WFC	1,085.51	6/8/2023
214402	CCDF Quality Impr Activities	HUXFORD GROUP LLC	5/5-5/23/23 - REIMB FOR EXPENSES	29,157.20	6/8/2023
214403	PRPC General Fund	LIFE INSURANCE CO OF N AMERICA	BILLING REF #207624_060123 - SURVIVORS INS 6/23	365.40	6/8/2023
214404	Communication Towers	LIGHTHOUSE ELECTRIC COOPERATIVE INC	VALL TOWER - 4/19-5/22/23	69.00	6/8/2023
214405	Cost Pool	LUNCH MONY INC	INV #AMMA09158 - 5/25/23 LUNCH FOR WDBCGB MTG	116.17	6/8/2023
214406	PRPC Building Fund	MAYFIELD PAPER COMPANY	INV #3268859 - 5/26/23 - PAPER TOWELS, CAN LINERS	69.47	6/8/2023
214407	Communication Towers	NORTH PLAINS ELECTRIC COOP	INV #3829 - OCHL & LIPN TOWERS - 5/1-6/1/23	130.08	6/8/2023
214408	PRPC Indirect Costs	ODP BUSINESS SOLUTIONS LLC	INV #313306095001, 313307349001 - SUPPLIES	447.02	6/8/2023
214409	9-1-1 Management Plan	OTC BRANDS INC	INV #72471696501 - PUBLIC ED SUPPLIES	139.98	6/8/2023
214410	Vocational Rehab Cost	PATHWAYZ COMMUNICATIONS INC	LINE CHGS 6/23 & LONG DIST 5/23 - AMA WFC	2,491.63	6/8/2023
	Intern. Service - Reception	PATHWAYZ COMMUNICATIONS INC	PRPC LINE CHGS 6/23	788.26	6/8/2023
214411	Cost Pool	JUDGE CHRIS PORTER	IRT MILEAGE 5/25/23 - WDBCGB MTG	73.49	6/8/2023
214412	Communication Towers	RITA BLANCA ELECTRIC COOP INC	DALN TOWER - 4/30-5/31/23	49.47	6/8/2023
214413	Cost Pool	RX TECHNOLOGY	INV #106115 - 5/3-7/19/23 MICROSOFT TEAMS LICENSE	102.50	6/8/2023
214414	Aging - HHSC	SAM'S CLUB MC/SYNCR	5/3/23 - 2 FOLDING WAGONS - AGING	121.11	6/8/2023
	PRPC Indirect Costs	SAM'S CLUB MC/SYNCR	5/8/23 - PLATES, NAPKINS, AIR FRESHENER	108.76	6/8/2023
214415	Communication Towers	SOUTH PLAINS ELECTRIC COOPERATIVE	PAR4 TOWER - 4/16-5/16/23	100.13	6/8/2023
214416	Solid Waste	CITY OF SPEARMAN	FY23 SW GRANT REIMB - 14 OCC DUMPSTERS	13,477.00	6/8/2023
214417	Communication Towers	SOUTHWESTERN ELECTRIC POWER	WHES TOWER 4/25-5/22/23	59.27	6/8/2023
214418	Communication Towers	UCI DOCUMENTS	INV #34175960 - COPIER LEASE 6/23 - 2ND FLOOR	256.28	6/8/2023
214419	Intern. Service - Copy	US POSTAL SERVICE	PO BOX SERVICE FEE -6/30/24	1,550.00	6/8/2023
214420	Cost Pool	VERIZON WIRELESS	INV #9934518312 - MBB INTERNET 5/11-6/10/23 & CELL PHONES	629.75	6/8/2023
214421	Various Grants	XCEL ENERGY	PRPC, AMA & BOR WFC, TOWERS	7,464.43	6/8/2023
214422	Cost Pool	YOUNGBLOOD'S CAFE	INV #2631 - 6/1/23 LUNCH FOR TWC COMMISSIONER MTG	550.00	6/8/2023
214423	Aging - HHSC	AMARILLO CITY TRANSIT	INV #ACT2024-005 - TRANSPORTATION 5/23	14,001.74	6/15/2023
214424	Aging - HHSC	CITY OF AMARILLO	RES REPAIRS 5/23 - AAA CLIENT	3,000.00	6/15/2023
	Aging - HHSC	CITY OF AMARILLO	RES REPAIRS 5/23 - AAA CLIENT	3,000.00	6/15/2023
214425	Aging - HHSC	AMARILLO WESLEY COMMUNITY CENTER	CONGREGATE MEALS - 5/23	3,325.80	6/15/2023
	American Rescue Plan	AMARILLO WESLEY COMMUNITY CENTER	TRANSPORTATION - 5/23	1,767.00	6/15/2023
214426	9-1-1 Management Plan	AMERICAN AIRLINES	STATEMENT NO. 23061224256 - 6/12/23	994.66	6/15/2023
214427	Cost Pool	MR FRANCISCO APODACA	IRT MILEAGE 2/23/22 - WDB MTG	65.64	6/15/2023
214428	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	345.12	6/15/2023
214429	PRPC Indirect Costs	THE BOOKER NEWS	LN 11/10/22 - MINORITY REPRESENTATIVE	58.60	6/15/2023

Panhandle Regional Planning Commission Check/Voucher Register From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214430	Intern. Service - Copy	CANON FINANCIAL SERVICES INC	INV #30675808 - COPIER LEASE 6/23 - FLOOR 1 & 3	428.92	6/15/2023
214431	Aging - HHSC	CAPROCK HOME HEALTH SERVICES INC	INV #100518 - HOMEMAKER SVCS 5/23	144.00	6/15/2023
214432	Aging - HHSC	DONLEY CO SR CITIZENS ASSN	REIMBURSEMENT 5/23 - CM & HDM	7,094.84	6/15/2023
214433	PRPC Indirect Costs	JUDGE CHRISTY DYER	IRT MILEAGE 10/27/22 - PRPC BOARD MTG	22.83	6/15/2023
	PRPC Indirect Costs	JUDGE CHRISTY DYER	IRT MILEAGE 8/25/22 - PRPC BOARD MTG	22.83	6/15/2023
	PRPC Indirect Costs	JUDGE CHRISTY DYER	IRT MILEAGE 9/22/22 - PRPC BOARD MTG	22.83	6/15/2023
214434	American Rescue Plan	THE EDDISON	5/23 RENT AND LATE FEES - AAA CLIENT	353.86	6/15/2023
214435	PRPC Indirect Costs	FRIONA STAR	INV #20230475 - LN 5/23/23 MINORITY REPRESENTATIVE	45.00	6/15/2023
214436	Aging - HHSC	TRISTA GREENWOOD	CG RESPITE VOUCHER 5/22 - AAA CLIENT	25.00	6/15/2023
	Aging - HHSC	TRISTA GREENWOOD	CG RESPITE VOUCHER 7/22 - AAA CLIENT	37.50	6/15/2023
214437	Aging - HHSC	HALL COUNTY HOME DELIVERY MEALS	HOME DELIVERED MEALS - 5/23	1,943.46	6/15/2023
214438	Aging - HHSC	HEDLEY SR CITIZENS ASSN	REIMBURSEMENT 5/23 - CM & HDM	959.26	6/15/2023
214439	PRPC Indirect Costs	HEREFORD BRAND	INV #42681 - LN 5/27/23 MINORITY REPRESENTATIVE	63.00	6/15/2023
214440	Aging - HHSC	HEREFORD SR CITIZENS ASSN	REIMBURSEMENT 5/23 - CM & HDM	15,137.54	6/15/2023
214441	Aging - HHSC	HIGH PLAINS SENIOR CARE INC	INV #2604 - REIMB 5/23 - HOMEMAKER & PERS CARE	1,737.00	6/15/2023
	Aging - HHSC	HIGH PLAINS SENIOR CARE INC	INV #2605 - CG IN HOME RESPITE 5/23	756.00	6/15/2023
214442	Aging - HHSC	HOME CARE ASSISTANCE AMARILLO	PERSONAL CARE SVCS - 5/23	405.00	6/15/2023
214443	Economic Development	MR DANIEL JACKSON	IRT MILEAGE 11/17/22 - EDAC MTG	81.81	6/15/2023
214444	Aging - HHSC	KFDA	INV #30392844 - TX TALL TALES TV AD CAMPAIGN - 7/23	3,550.00	6/15/2023
214445	9-1-1 Management Plan	LANGUAGE LINE SERVICES	INV #11028090 - LANG LINE SVCS 5/23 - 9-1-1	132.43	6/15/2023
214446	Aging - HHSC	SHELIA LLEWELLYN	CG RESPITE VOUCHER 5/23 - AAA CLIENT	87.50	6/15/2023
214447	PRPC Building Fund	LOWES BUSINESS ACCT/SYNCR	5/17/23 - CEILING TILES FOR 3RD FLOOR OFFICES	944.79	6/15/2023
	Vocational Rehab Cost	LOWES BUSINESS ACCT/SYNCR	5/29/23 - GRAFFITI REMOVER - AMA WFC	22.29	6/15/2023
214448	PRPC General Fund	LUNCH MONY INC	INV #EX-X5222RJE - 3/28/23 C-JAC PRIORITIZATION MTG MEAL	150.89	6/15/2023
214449	9-1-1 Management Plan	MID PLAINS RURAL TELEPHONE	SWISHER NW 6/23	272.68	6/15/2023
214450	Aging - HHSC	MOORE CO SENIOR CENTER INC	CONGREGATE MEALS - 5/23	7,608.84	6/15/2023
214451	Aging - HHSC	ALYSON MORGAN	INV #INV1 - 6/8/23 - AAA ETHICS TRNG	750.00	6/15/2023
214452	Aging - HHSC	NURSES UNLIMITED INC	REIMBURSEMENT 5/23 - CG IN HOME RESPITE	234.00	6/15/2023
	Aging - HHSC	NURSES UNLIMITED INC	REIMBURSEMENT 5/23 - HOMEMAKER & PERSONAL CARE	1,759.50	6/15/2023
214453	Home Sec Conf/E-Waste Recycl	UHS OF DELAWARE	2021 PREP CONF SPONSORSHIP REFUND	2,000.00	6/15/2023
214454	Aging - HHSC	OPPORTUNITIES INC	REIMBURSEMENT 5/23 - CM & HDM	4,785.18	6/15/2023
214455	CD Project Admin	PLAINVIEW COUNTRY CLUB	5/17/23 - CATER RIA EVENT	1,323.54	6/15/2023
214456	PRPC General Fund	POTTER COUNTY CLERK	REPLENISH ESCROW ACCT FOR MTG POST FEES	150.00	6/15/2023
214457	Aging - HHSC	SENIOR AMBASSADORS COALITION	7/23/23 - BROOKLYN SPONSORSHIP & AAA BOOTH FEES	500.00	6/15/2023
214458	Aging - HHSC	SHAMROCK MEALS ON WHEELS INC	HOME DELIVERED MEALS - 5/23	1,327.50	6/15/2023
214459	DRC	SIR SPEEDY OF AMARILLO	INV #153146 - MEDIATION INFO HAND OUT CARDS - DRC	100.00	6/15/2023
214460	WIOA Adult	STACY'S UNIFORMS	4/20-5/30/23 - TOOLS/UNIFORMS	1,342.77	6/15/2023
214461	American Rescue Plan	SUMMIT PARK APARTMENTS	RENT 7/23 - AAA CLIENT - INC SUPP 6/23	765.00	6/15/2023
214462	Communication Towers	SOUTHWESTERN ELECTRIC POWER	DONL TOWER 5/3-6/1/23	110.95	6/15/2023
214463	9-1-1 Management Plan	SYNTRIO	INV #10008234 - CHILDRESS NW 6/23	156.00	6/15/2023
214464	Aging - HHSC	TARC	AITC2023 REG FEES ROSSI, SCHULTE, ENGLISH, HANCOCK	1,200.00	6/15/2023
214465	Safe Rooms	TEXAS DIVISION OF EMERGENCY MGMT	FEMA-DR-1791-0234 - REPAYMENT OF EXCESS FUNDS	195.63	6/15/2023
214466	Aging - HHSC	VISITING ANGELS	REIMBURSEMENT 5/23 - HOMEMAKER & PERSONAL CARE	6,561.00	6/15/2023
	Aging - HHSC	VISITING ANGELS	REIMBURSEMENT 5/23 - CG IN HOME RESPITE	1,759.50	6/15/2023
214467	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	SWISHER 6/4-7/3/23	134.72	6/15/2023

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214468	WIOA Alt Fd - Middle Skills	THE WORK BOOT	INV #180266, 180363-180366 - 5/23-5/26/23 WORK REL. ITEMS	724.41	6/15/2023
214469	9-1-1 Management Plan	WEST TEXAS RURAL TELEPHONE COOP	INV #2166S111401.075 - NW PARMER 6/23	78.00	6/15/2023
214470	9-1-1 Management Plan	WT SERVICES INC	INV #7809S111401.075 - NW PARMER 6/23	156.00	6/15/2023
214471	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT- INC SUPP 6/23	638.00	6/15/2023
214472	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT- INC SUPP 6/23	1,500.00	6/15/2023
214473	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT- INC SUPP 6/23	437.27	6/15/2023
214474	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT- INC SUPP 6/23	1,131.18	6/15/2023
214475	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT- INC SUPP 6/23	60.60	6/15/2023
214476	9-1-1 Management Plan	XIT COMMUNICATIONS	INV #10166101 - DALLAM/HARTLEY GLEC 6/23	156.00	6/15/2023
214477	American Rescue Plan	A2DSTX LLC	RENT 6/1-7/31/23 - AAA CLIENT - INC SUPP 6/23	816.00	6/22/2023
214478	Cost Pool	A-ARMADILLO RV SELF STORAGE	MOBILE UNIT STORAGE 7/23	350.00	6/22/2023
214479	Aging - HHSC	ACTS COMMUNITY CENTER	CONGREGATE MEALS - 5/23	3,702.40	6/22/2023
214480	Aging - HHSC	STEPHEN C AKEROYD	IRT MILEAGE & EXPENSE 5/23 - FACILITY VISITS	171.18	6/22/2023
214481	American Rescue Plan	CITY OF AMARILLO	UTILITY PMT - AAA CLIENT- INC SUPP 6/23	70.66	6/22/2023
214482	American Rescue Plan	CITY OF AMARILLO	UTILITY PMT - AAA CLIENT- INC SUPP 6/23	185.93	6/22/2023
214483	PRPC General Fund	ASSURED BENEFITS ADMINISTRATORS	DEBIT CARD FEES - 6/23	71.50	6/22/2023
214484	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT- INC SUPP 6/23	73.88	6/22/2023
214485	9-1-1 Management Plan	AT&T	E911 PRPC 6/5-7/4/23	1,511.27	6/22/2023
214486	Cost Pool	CITY OF BORGER	BORGER WFC 5/12-6/12/23	93.95	6/22/2023
214487	Aging - HHSC	COLLINGSWORTH COUNTY HDM	REIMBURSEMENT 5/23 - CM & HDM	7,056.70	6/22/2023
214488	9-1-1 Management Plan	COMMTECH LLC	INV #IN5520 - SVCE CALL 6/14/23 HEREFORD (MW)	2,317.36	6/22/2023
214489	Cost Pool	COUNTY STAR-NEWS	INV #114137 - LN 5/25/23 WHEELER HAZMIT	36.00	6/22/2023
214491	Cost Pool	EDDY STREET LP	INV #027 - RENT 7/23 - AMA WFC	21,390.91	6/22/2023
214492	Solid Waste	ED TURNER PROPERTY MANAGEMENT	RENT 7/23 - BORGER WFC	950.00	6/22/2023
214493	Transportation - RIA	CITY OF FRIONA	FY22 SW GRANT REIMB - BALER - 2ND PMT	1,289.66	6/22/2023
214494	Hazard Mitigation Plan Update	GATEHOUSE MEDIA TEXAS HOLDINGS II INC	LN 4/26 & 5/3/23 RIA PRESS RELEASE	1,166.00	6/22/2023
214495	DRC	HICKS MEDIA	INV #32958 - LN 5/26/23 CHILDRESS HAZMIT	35.00	6/22/2023
214496	DRC	HOME DEPOT CREDIT SERVICES	5/16/23 - PRIVACY FILM FOR DRC MEDIATION ROOM WINDOW	31.92	6/22/2023
214497	CCDF Quality Impr Activities	HOME DEPOT CREDIT SERVICES	5/5/23 - FRIDGE FOR DRC	119.00	6/22/2023
214498	PRPC Building Fund	HUXFORD GROUP LLC	5/23-6/12/23 - REIMB FOR EXPENSES	18,203.24	6/22/2023
214499	Homeland Security Grant Program	MAYFIELD PAPER COMPANY	INV #3274783 - MFOLD TOWELS & CORELESS TISSUE	168.05	6/22/2023
214500	PRPC Indirect Costs	NTTA	5/30/23 - FT WORTH/TDEM CONF	11.18	6/22/2023
214501	Child Care CCF	ORKIN INC	INV #245265681 - PEST CONTROL 6/1/23	110.99	6/22/2023
214502	Intern. Service - Info Technology	PANHANDLE PRESORT SERVICES LTD	INV #505707 - 5/16-5/31/23 MAIL HANDLING	1,027.57	6/22/2023
214503	9-1-1 Management Plan	SHI GOVERNMENT SOLUTIONS INC	INV #GB00492042 - 16 DELL OPTIPLEX 7010 PLUS PCS	23,155.20	6/22/2023
214504	PRPC Indirect Costs	SHI GOVERNMENT SOLUTIONS INC	INV #GB00493445 - 7/323-7/2/26 VMWARE/SPHERE SUPP SUB	12,348.24	6/22/2023
214505	Aging - HHSC	SOUTH PLAINS COMMUNICATIONS	INV #0124640-IN & 0124639-IN - SVCE CALLS FARWELL & TULIA	2,860.00	6/22/2023
214506	WIOA Youth	STATE LINE TRIBUNE	LN 5/25/23 - MINORITY REPRESENTATIVE	21.00	6/22/2023
214507	Aging - HHSC	SWISHER CO SR CITIZENS ASSN	REIMBURSEMENT 5/23 - CM & HDM	8,364.09	6/22/2023
214508	Cost Pool	TLCBS LLC	RENT 6/1-6/30/23 - WF CLIENT	750.00	6/22/2023
214509	PRPC General Fund	TRIO COUNTY MEALS	HOME DELIVERED MEALS - 5/23	2,465.21	6/22/2023
214510	Intern. Service - Automobile	TRIO COMMUNITY MEALS	#INV230030017 - HOME DELIVERED MEALS 5/23	33,771.75	6/22/2023
		TEXAS GAS SERVICE	BORGER WFC - 5/11-6/8/23	87.29	6/22/2023
		ROSS WELLESLEY	IRT MILEAGE & EXPENSE 5/23 - FACILITY VISITS	182.97	6/22/2023
		WEX BANK	VEHICLE FUEL 5/15-6/14/23 - PRPC CARS & MOBILE UNIT	1,301.02	6/22/2023

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214511	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HUTCHINSON 6/7-7/6/23	113.74	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	LIPSCOMB 6/7-7/6/23	385.65	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	PARMER 6/7-7/6/23	198.80	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	DALLAM 6/7-7/6/23	359.03	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	ARMSTRONG 6/7-7/6/23	158.27	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HALL 6/7-7/6/23	51.25	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	OLDHAM 6/7-7/6/23	57.02	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	SHERMAN 6/7-7/6/23	56.46	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	OCHIL TREE 6/7-7/6/23	113.28	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	COLLINGSWORTH 6/7-7/6/23	294.11	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	CARSON 6/13-7/12/23	486.17	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	CASTRO 6/7-7/6/23	168.34	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HANSFORD 6/7-7/6/23	54.16	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	WHEELER 6/7-7/6/23	159.76	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	DONLEY 6/10-7/9/23	53.27	6/22/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	MOORE 6/7-7/6/23	60.06	6/22/2023
214512	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	118.95	6/22/2023
214513	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	319.07	6/22/2023
214514	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	44.14	6/22/2023
214515	Safe Rooms DR4223-015	STACEY BABBLE	SAFE ROOM REBATE PAYMENT	2,829.50	6/23/2023
214516	Safe Rooms DR4223-015	TRACY BALDWIN	SAFE ROOM REBATE PAYMENT	2,987.50	6/23/2023
214517	Safe Rooms DR4223-015	GERMAN BENAVENTE	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214518	Safe Rooms DR4223-015	DENNIS BOYD	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214519	Safe Rooms DR4223-015	RONALD BURCH	SAFE ROOM REBATE PAYMENT	2,737.50	6/23/2023
214520	Safe Rooms DR4223-015	CHARLOTTE CASH	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214521	Safe Rooms DR4223-015	JAMES CHANCE	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214522	Safe Rooms DR4223-015	CUITLAHUAC DE LEON	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214523	Safe Rooms DR4223-015	ISRAEL DE LOS SANTOS	SAFE ROOM REBATE PAYMENT	2,487.50	6/23/2023
214524	Safe Rooms DR4223-015	KEVIN DUNCAN	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214525	Safe Rooms DR4223-015	CECIL GLOVIER	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214526	Safe Rooms DR4223-015	EARL GOODHEART	SAFE ROOM REBATE PAYMENT	2,799.00	6/23/2023
214527	Safe Rooms DR4223-015	DICKIE HANEY	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214528	Safe Rooms DR4223-015	TIMOTHY HOBBS	SAFE ROOM REBATE PAYMENT	2,987.50	6/23/2023
214529	Safe Rooms DR4223-015	CHRIS HOLDEN	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214530	Safe Rooms DR4223-015	DAVID HORN	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214531	Safe Rooms DR4223-015	LETICIA JIMENEZ	SAFE ROOM REBATE PAYMENT	2,737.50	6/23/2023
214532	Safe Rooms DR4223-015	CHARLES LANGWELL	SAFE ROOM REBATE PAYMENT	2,987.50	6/23/2023
214533	Safe Rooms DR4223-015	DANIEL McCALL	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214534	Safe Rooms DR4223-015	WESLEY MEAD	SAFE ROOM REBATE PAYMENT	2,987.50	6/23/2023
214535	Safe Rooms DR4223-015	BILLY MILLER II	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214536	Safe Rooms DR4223-015	LUZ MONTOUR	SAFE ROOM REBATE PAYMENT	2,987.50	6/23/2023
214537	Safe Rooms DR4223-015	KARLEE MORELAND	SAFE ROOM REBATE PAYMENT	2,487.50	6/23/2023
214538	Safe Rooms DR4223-015	ROBERT PILLOW JR	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214539	Safe Rooms DR4223-015	SONJA RAMIREZ	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214540	Safe Rooms DR4223-015	TERRI RICHARDSON	SAFE ROOM REBATE PAYMENT	2,437.50	6/23/2023

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214541	Safe Rooms DR4223-015	CORTNIE RODRIGUEZ	SAFE ROOM REBATE PAYMENT	2,937.50	6/23/2023
214542	Safe Rooms DR4223-015	ERIC RODRIQUEZ	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214543	Safe Rooms DR4223-015	ELIZABETH ROUSSER	SAFE ROOM REBATE PAYMENT	2,549.00	6/23/2023
214544	Safe Rooms DR4223-015	FRANK SAMUELS	SAFE ROOM REBATE PAYMENT	2,487.50	6/23/2023
214545	Safe Rooms DR4223-015	LINDY SANDLIN	SAFE ROOM REBATE PAYMENT	2,549.00	6/23/2023
214546	Safe Rooms DR4223-015	JAMES A SHOOK JR	SAFE ROOM REBATE PAYMENT	2,549.00	6/23/2023
214547	Safe Rooms DR4223-015	MOISES SIDA	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214548	Safe Rooms DR4223-015	BENTLEY SKEIE	SAFE ROOM REBATE PAYMENT	2,487.50	6/23/2023
214549	Safe Rooms DR4223-015	SMART SHELTERS OF TEXAS	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214550	Safe Rooms DR4223-015	STEVE SMITH	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214551	Safe Rooms DR4223-015	RAMON SERGIO SOLIS MARIN	SAFE ROOM REBATE PAYMENT	2,658.50	6/23/2023
214552	Safe Rooms DR4223-015	DAVID STONE	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214553	Safe Rooms DR4223-015	LAWRENCE SUPINA	SAFE ROOM REBATE PAYMENT	2,487.50	6/23/2023
214554	Safe Rooms DR4223-015	JULIE TAYLOR	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214555	Safe Rooms DR4223-015	HOWARD THOMPSON	SAFE ROOM REBATE PAYMENT	2,987.50	6/23/2023
214556	Safe Rooms DR4223-015	SANDRA TUCKER	SAFE ROOM REBATE PAYMENT	2,987.50	6/23/2023
214557	Safe Rooms DR4223-015	KYLE VEST	SAFE ROOM REBATE PAYMENT	2,987.50	6/23/2023
214558	Safe Rooms DR4223-015	MARK WALKER	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214559	Safe Rooms DR4223-015	WHITNEY WARMINSKI	SAFE ROOM REBATE PAYMENT	2,613.50	6/23/2023
214560	Safe Rooms DR4223-015	ALLEN WEST	SAFE ROOM REBATE PAYMENT	2,987.50	6/23/2023
214561	Safe Rooms DR4223-015	BRENT WILCOX	SAFE ROOM REBATE PAYMENT	3,000.00	6/23/2023
214562	PRPC General Fund	AFLAC	INV #136982 - EMPLOYEE DEDUCTS 6/23	155.87	6/28/2023
214563	9-1-1 Management Plan	AMA COMMUNICATIONS LLC	TOWER LEASE PMT 7/1-7/31/23	634.44	6/28/2023
214564	Cost Pool	CITY OF AMARILLO	5/11-6/12/23 - AMA WFC IRRIGATION	156.71	6/28/2023
	Cost Pool	CITY OF AMARILLO	5/11-6/12/23 - AMA WFC WATER	235.25	6/28/2023
214565	Various Grants	AMERICAN AIRLINES	STATEMENT NO. 23062624256 - 6/26/23	789.77	6/28/2023
214566	PRPC Building Fund	ARVERNAS CLEANING SERVICE	INV #007 - PRPC CLEANING SVCS 6/23 - PRPC	1,700.00	6/28/2023
214567	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	29.41	6/28/2023
214568	American Rescue Plan	ATMOS ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	27.63	6/28/2023
214569	9-1-1 Management Plan	AT&T	CHILDRESS CO ADMIN 6/15-7/14/23	55.25	6/28/2023
214570	PRPC Indirect Costs	JUDGE SHAWN BALLEW	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	45.75	6/28/2023
214571	PRPC General Fund	BELMAR BAKERY & CAFE	INV #000124 - 6/22/23 - BOARD MTG SUPPLIES	36.00	6/28/2023
214572	9-1-1 Management Plan	CHARLES L BOEDEKER	TOWER LEASE PMT 7/1-7/31/23	661.25	6/28/2023
214573	9-1-1 Management Plan	CAPITAL ONE	5/25/23 - PUBLIC ED ITEMS - 9-1-1	228.50	6/28/2023
	SNAP E&T	CAPITAL ONE	6/19/23 STATEMENT - WORK RELATED ITEMS	750.33	6/28/2023
214574	PRPC Indirect Costs	MIR CLEO CASTRO	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	80.15	6/28/2023
214575	9-1-1 Management Plan	CCATT LLC	TOWER LEASE PMT 7/1-7/31/23	3,056.51	6/28/2023
214576	Cost Pool	DAVES FRESH CLEANING LLC	INV #1212 - JANITORIAL 6/23 - BORGER WFC	280.00	6/28/2023
214577	PRPC Indirect Costs	MAYOR BUSTER DAVIS	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	118.71	6/28/2023
214578	PRPC Indirect Costs	JUDGE CHRISTY DYER	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	23.92	6/28/2023
214579	PRPC Indirect Costs	FASTSIGNS	INV #175-102775 - NEW BOARD MEMBER SIGNAGE	20.00	6/28/2023
214580	9-1-1 Management Plan	JIM FISCHBACHER	TOWER LEASE PMT 7/1-7/31/23	123.60	6/28/2023
214581	CD Project Admin	GLASS DOCTOR OF AMARILLO	WORK ORDER #100001 - 6/26/23 - GLASS TOP FOR DESK - LGS	193.00	6/28/2023
214582	Cost Pool	GO-CORT INC	INV #001502 - APPTOTO ENH SECURITY FEATURE 6/23-5/24	21.26	6/28/2023
214583	PRPC Indirect Costs	JUDGE RONNIE GORDON	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	67.28	6/28/2023

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214584	Communication Towers	GREENBELT ELECTRIC COOPERATIVE INC	BOWR/COLL - 5/15-6/15/23	197.31	6/28/2023
214585	CD Project Admin	HEREFORD BRAND	INV #42193, 42211, 42275, 42276 - LN 4/15-4/26/23 - CDBG	294.00	6/28/2023
214586	PRPC Indirect Costs	JUDGE JOHN HOWARD	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	76.78	6/28/2023
214587	9-1-1 Management Plan	INSITE TOWERS LLC	TOWER LEASE PMT 7/1-7/31/23 - SILVERTON 2 & MEMPHIS	935.00	6/28/2023
214588	PRPC Indirect Costs	MR DANIEL JACKSON	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	85.74	6/28/2023
214589	PRPC Indirect Costs	JUDGE KIMBERLY JONES	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	151.92	6/28/2023
214590	PANCOM Insurance Claims	JTS	INV #5620 - 12 LIGHTNING PROTECTION KITS	4,147.20	6/28/2023
214591	PRPC Indirect Costs	JUDGE HAROLD KEETER	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	63.64	6/28/2023
214592	9-1-1 Management Plan	SINCLAIR BROADCAST GROUP	TOWER LEASE PMT 7/1-7/31/23	431.25	6/28/2023
214593	PRPC Indirect Costs	JUDGE DAN LOOTEN	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	37.91	6/28/2023
214594	CD Project Admin	MOORE COUNTY NEWS PRESS	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	175.20	6/28/2023
214595	WIOA DLW	MR COOPER	LN 2/23 & 4/13/23 - CACTUS APPLICATION NOTICE & ENG SVCS	844.30	6/28/2023
214596	PRPC Indirect Costs	PANHANDLE PRESORT SERVICES LTD	MORTGAGE 7/1-7/31/23 - WF CLIENT	821.18	6/28/2023
214597	9-1-1 Management Plan	PLATEAU	INV #505918 - 6/1-6/15/23 MAIL HANDLING	39.00	6/28/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 6/22-7/21/23	39.00	6/28/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 6/22-7/21/23	39.00	6/28/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 6/22-7/21/23	31.98	6/28/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 6/22-7/21/23	39.00	6/28/2023
	9-1-1 Management Plan	PLATEAU	NW PARMER - 6/22-7/21/23	39.00	6/28/2023
214598	PRPC General Fund	PRINCIPAL LIFE INSURANCE COMPANY	INSURANCE PMT - 7/23	5,805.11	6/28/2023
214599	9-1-1 Management Plan	PTI US TOWERS II LLC	TOWER LEASE PMT 7/1-7/31/23	1,228.34	6/28/2023
214600	PRPC Indirect Costs	MS YOLANDA ROBLEDO	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	108.43	6/28/2023
214601	PRPC Indirect Costs	MAYOR DAN SAMS	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	128.08	6/28/2023
214602	PRPC Indirect Costs	MR WINSTON SAULS	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	65.04	6/28/2023
214603	PRPC Indirect Costs	MR PHILLIP SELF	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	151.92	6/28/2023
214604	PRPC Indirect Costs	THE HONORABLE TOBE SHIELDS	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	117.52	6/28/2023
214605	CD Project Admin	SHI GOVERNMENT SOLUTIONS INC	IRT MILEAGE 6/22/23 - PRPC BOARD MTG	707.58	6/28/2023
214606	Aging - HHSC	SIR SPEEDY OF AMARILLO	INV #GB00494041 - 2 ADOBE ACROBAT LICENSES - LGS	136.17	6/28/2023
214607	Communication Towers	SOUTHWESTERN ELECTRIC POWER	INV #153261 - CG NEWSLETTER 6/23	8.26	6/28/2023
214608	Intern. Service - Copy	TASCOSA OFFICE MACHINES	WHES TOWER 5/23-6/21/23	598.99	6/28/2023
214609	PRPC Building Fund	TEXAS DEPT OF LICENSING & REGULATION	INV #420409 - 1ST & 3RD FLOOR COPIES - 5/23	20.00	6/28/2023
214610	Intern. Service - Copy	UNA COPY INC	DECAL #070726 - FILING FEE - ELEVATOR INSPECTION	91.42	6/28/2023
214611	Cost Pool	UNITED SUPERMARKETS LLC	#INV99404 - 2ND FLOOR COPIES 5/25-6/24/23	101.85	6/28/2023
	Maps	UNITED SUPERMARKETS LLC	5/23 & 6/1/23 - SUPPLIES FOR WFD BOARD MTGS	27.97	6/28/2023
	DRC	UNITED SUPERMARKETS LLC	5/26/23 - SUPPLIES FOR 9-1-1 ADV MTG	63.92	6/28/2023
	MAXIMUS	UNITED SUPERMARKETS LLC	6/15/23 - LUNCH FOR DRC BOARD MTG	171.08	6/28/2023
214612	PRPC General Fund	UNITED WAY OF AMARILLO & CANYON	6/7/23 - LUNCH FOR CG EDUCATIONAL SUPP GROUP	779.54	6/28/2023
214613	Cost Pool	VERIZON WIRELESS	EMPLOYEE DEDUCTS - 6/23	629.75	6/28/2023
214614	Aging - HHSC	SHARON EVONNE WOOD	INV #993683893 - MBB INTERNET 6/11-7/10/23 & CELL PHONES	250.00	6/28/2023
214615	PRPC Indirect Costs	WRIGHT WILMARTH BYRD PLLC	CG RESPIRE VOUCHER 5/23 - AAA CLIENT	281.25	6/28/2023
214616	American Rescue Plan	XCEL ENERGY	INV #8433 - LEGAL SVCS 5/23 - EMPLOYMENT MATTERS	63.60	6/28/2023
214617	American Rescue Plan	XCEL ENERGY	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	32.74	6/28/2023
31197	MAXIMUS	KATHRYN ENGLISH	UTILITY PMT - AAA CLIENT - INC SUPP 6/23	335.82	6/1/2023
31198	CD Project Admin	ALEX GUERRERO	5/30/23 - AAA ADV COUNCIL MTG LUNCH REIMB	635.11	6/1/2023
31199	9-1-1 Management Plan	AMANDA JONES	ORT 5/22-5/24/23 - AUSTIN/TX DEMOGRAPHIC CONF	47.50	6/1/2023
			5/11/23 - PUBLIC ED ITEMS FOR BORGER EVENT		

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
31200	9-1-1 Management Plan	AMANDA JONES	IRT MILEAGE 5/12/23 - BORGER/PUBLIC ED EVENT	67.40	6/1/2023
31201	PRPC General Fund	WILLIAM S BROWN	ORT 5/30-6/2/23 - FT WORTH/TDEM CONFERENCE	170.51	6/8/2023
31202	9-1-1 Management Plan	AMANDA JONES	5/30/23 - REIMB FOR CPR INSTRUCTOR EXPENSES	256.50	6/8/2023
31203	Intern. Service - Accounting	MARY JULIA LYLES	INV #1005 - FINANCE TRNG HOURS - 5/23	512.50	6/8/2023
31204	Intern. Service - Personnel	STEPHINE NEUWIRTH	6/2/23 - TCE CONF REG FEE REIMB - 8/11/23	175.00	6/8/2023
31205	PRPC General Fund	DELANEY PRUETT	ORT 5/30-6/2/23 - FT WORTH/TDEM CONF	117.76	6/15/2023
31206	9-1-1 Management Plan	KHASI CAMPOS	IRT MILEAGE 6/12/23 - OLDHAM & DALLAM CO	119.28	6/22/2023
31207	Aging - HHSC	LISA HANCOCK	TR ADV 6/27-6/30/23 - SAN ANTONIO AITC	838.80	6/22/2023
31208	Aging - HHSC	DANA HOYLER	IRT MILEAGE 5/2-5/30/23 - FACILITY VISITS	22.59	6/22/2023
31209	Aging - HHSC	DANA HOYLER	IRT MILEAGE 4/12/23 - FACILITY VISITS	12.83	6/22/2023
31210	PRPC General Fund	ALEX GUERRERO	ORT 6/15-6/16/23 - AUSTIN/CPM GRADUATION	141.77	6/28/2023
31211	PRPC General Fund	LORI GUNN	ORT 5/30-6/1/23 - FT WORTH/TDEM CONF	160.12	6/28/2023
81672	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (285529)	2,966.47	6/9/2023
81673	Child Care CCF	AMARILLO SW MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (285529)	3,333.57	6/9/2023
81674	Child Care CCF	TAMME PINKERT	CHILD CARE SERVICES PROVIDED (285529)	13,103.26	6/9/2023
81675	Child Care CCF	CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (285529)	5,220.97	6/9/2023
81676	Child Care CCF	ST. MATTHEW'S EPISCOPAL D.S.	CHILD CARE SERVICES PROVIDED (285529)	3,214.61	6/9/2023
81677	Child Care CCF	RACHEL'S LITTLE HOUSE INC	CHILD CARE SERVICES PROVIDED (285529)	4,287.30	6/9/2023
81678	Child Care CCF	FIRST BAPTIST DIMMITT PRESCHOOL	CHILD CARE SERVICES PROVIDED (285529)	78.28	6/9/2023
81679	Child Care CCF	DAWN TRUJILLO	CHILD CARE SERVICES PROVIDED (285529)	393.94	6/9/2023
81680	Child Care CCF	MARIA FLORES	CHILD CARE SERVICES PROVIDED (285529)	1,973.37	6/9/2023
81681	Child Care CCF	KRISTENS DAYCARE	CHILD CARE SERVICES PROVIDED (285529)	1,236.43	6/9/2023
81682	Child Care CCF	AMARILLO WESLEY COMMUNITY CTR	CHILD CARE SERVICES PROVIDED (285529)	8,306.58	6/9/2023
81683	Child Care CCF	ELENA MCGLAUN	CHILD CARE SERVICES PROVIDED (285529)	25,109.77	6/9/2023
81684	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (285529)	5,266.93	6/9/2023
81685	Child Care CCF	COMMUNITY DAY CARE CENTER INC.	CHILD CARE SERVICES PROVIDED (285529)	8,571.02	6/9/2023
81686	Child Care CCF	KENNA BORUM	CHILD CARE SERVICES PROVIDED (285529)	1,152.95	6/9/2023
81687	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (285529)	267.38	6/9/2023
81688	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE	CHILD CARE SERVICES PROVIDED (285529)	2,147.79	6/9/2023
81689	Child Care CCF	CREATIVE LEARNING TREE	CHILD CARE SERVICES PROVIDED (285529)	810.72	6/9/2023
81690	Child Care CCF	PANHANDLE MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (285529)	1,142.91	6/9/2023
81691	Child Care CCF	HEREFORD LATCHKEY 1NW	CHILD CARE SERVICES PROVIDED (285529)	3,414.32	6/9/2023
81692	Child Care CCF	AMARILLO COLLEGE MEDIPARK CAMPUS	CHILD CARE SERVICES PROVIDED (285529)	8,825.37	6/9/2023
81693	Child Care CCF	LITTLE LYNX DAY CARE	CHILD CARE SERVICES PROVIDED (285529)	1,133.63	6/9/2023
81694	Child Care CCF	SHAKERA MARIE JOHNSON	CHILD CARE SERVICES PROVIDED (285529)	1,295.54	6/9/2023
81695	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (285529)	5,019.07	6/9/2023
81696	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (285529)	9,690.86	6/9/2023
81697	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (285529)	2,964.55	6/9/2023
81698	Child Care CCF	KAREN SMITH	CHILD CARE SERVICES PROVIDED (285529)	1,059.27	6/9/2023
81699	Child Care CCF	LATUNYA MARIE JILES-FORD	CHILD CARE SERVICES PROVIDED (285529)	642.86	6/9/2023
81700	Child Care CCF	PAULA COOK	CHILD CARE SERVICES PROVIDED (285529)	187.39	6/9/2023
81701	Child Care CCF	MAMMYS DAYCARE	CHILD CARE SERVICES PROVIDED (285529)	3,554.31	6/9/2023
81702	Child Care CCF	TEXAS KINDER PREP-RIDGECREST CIR	CHILD CARE SERVICES PROVIDED (285529)	3,531.87	6/9/2023
81703	Child Care CCF	WEE CARE CHILD CENTER INC.	CHILD CARE SERVICES PROVIDED (285529)	801.95	6/9/2023

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
81704	Child Care CCF	RANGER ROUNDUP LEARNING CTR	CHILD CARE SERVICES PROVIDED (285529)	7,784.92	6/9/2023
81705	Child Care CCP	KS HOME DAYCARE	CHILD CARE SERVICES PROVIDED (285529)	200.00	6/9/2023
81706	Child Care CCF	TEXAS PREMIER CHILDCARE	CHILD CARE SERVICES PROVIDED (285529)	11,109.89	6/9/2023
81707	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (285529)	5,762.39	6/9/2023
81708	Child Care CCF	HAPPY DAYS CHILDCARE CTR & PS	CHILD CARE SERVICES PROVIDED (285529)	16,933.57	6/9/2023
81709	Child Care CCF	STEPPING STONES LEARNING CTR	CHILD CARE SERVICES PROVIDED (285529)	6,048.49	6/9/2023
81710	Child Care CCF	MCKENZIE EUDY	CHILD CARE SERVICES PROVIDED (285529)	202.18	6/9/2023
81711	Child Care CCF	K4B LEARNING DEPOT 6, LLC	CHILD CARE SERVICES PROVIDED (285529)	10,942.56	6/9/2023
81712	Child Care CCF	BUTTERCUP HOUSE INC	CHILD CARE SERVICES PROVIDED (285529)	584.92	6/9/2023
81713	Child Care CCF	CHARBRA WILLIAMS	CHILD CARE SERVICES PROVIDED (285529)	1,278.69	6/9/2023
81714	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (285529)	5,527.27	6/9/2023
81715	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (285529)	980.17	6/9/2023
81716	Child Care CCF	CHRISTIAN PRESCHOOL CENTERS INC	CHILD CARE SERVICES PROVIDED (285529)	14,496.77	6/9/2023
81717	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CTR	CHILD CARE SERVICES PROVIDED (285529)	9,772.20	6/9/2023
81718	Child Care CCF	KELSEY FOSTER	CHILD CARE SERVICES PROVIDED (285529)	4,953.04	6/9/2023
81719	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (285529)	11,832.97	6/9/2023
81720	Child Care CCF	LITTLE BLESSINGS PRESCHOOL	CHILD CARE SERVICES PROVIDED (285529)	685.74	6/9/2023
81721	Child Care CCF	THE COLONY CHRISTIAN CHILD DEV CTR	CHILD CARE SERVICES PROVIDED (285529)	4,843.78	6/9/2023
81722	Child Care CCF	ELE ACADEMICS LLC	CHILD CARE SERVICES PROVIDED (285529)	247.39	6/9/2023
81723	Child Care CCF	SUNNY SIDE UP CHILD CARE	CHILD CARE SERVICES PROVIDED (285529)	998.62	6/9/2023
81724	Child Care CCF	OMAR MENDOZA	CHILD CARE SERVICES PROVIDED (285529)	1,354.48	6/9/2023
81725	Child Care CCF	STORYLAND PRESCHOOL & CHILD CARE	CHILD CARE SERVICES PROVIDED (285529)	5,565.74	6/9/2023
81726	Child Care CCF	KAITLIN IVIE	CHILD CARE SERVICES PROVIDED (285529)	3,305.98	6/9/2023
81727	Child Care CCF	DABAREH JOHNSON	CHILD CARE SERVICES PROVIDED (285529)	751.50	6/9/2023
81728	Child Care CCF	LANE DAY SCHOOL LLC	CHILD CARE SERVICES PROVIDED (285529)	504.97	6/9/2023
81729	Child Care CCF	LIL COLTS CHILDCARE	CHILD CARE SERVICES PROVIDED (285529)	420.46	6/9/2023
81730	Child Care CCF	BRIGHT MINDS ACADEMY LLC	CHILD CARE SERVICES PROVIDED (285529)	563.49	6/9/2023
81731	Child Care CCF	CREATIVE LEARNING TREE 2	CHILD CARE SERVICES PROVIDED (285529)	2,108.01	6/9/2023
81732	Child Care CCF	DESTINY MCDONALD	CHILD CARE SERVICES PROVIDED (285529)	765.65	6/9/2023
81733	Child Care CCF	STEAMBOAT STATION	CHILD CARE SERVICES PROVIDED (285529)	9,388.21	6/9/2023
81734	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE II	CHILD CARE SERVICES PROVIDED (285529)	1,020.65	6/9/2023
81735	Child Care CCF	MARTIAL ARTS ATHLETIC CENTER NORTH	CHILD CARE SERVICES PROVIDED (285529)	7,994.85	6/9/2023
81736	Child Care CCF	GIGGLES OF LOVE DAYCARE	CHILD CARE SERVICES PROVIDED (285529)	174.00	6/9/2023
81737	Child Care CCF	HEARTS AND HANDS	CHILD CARE SERVICES PROVIDED (285529)	208.00	6/9/2023
81738	Child Care CCF	GRAY COUNTY LATCHKEY INC	CHILD CARE SERVICES PROVIDED (285529)	73.17	6/9/2023
81739	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (285529)	3,557.84	6/9/2023
81740	Child Care CCF	DUMAS DISCOVERY CENTER INC.	CHILD CARE SERVICES PROVIDED (285529)	7,065.53	6/9/2023
81741	Child Care CCF	GRAY COUNTY LATCHKEY INC	CHILD CARE SERVICES PROVIDED (285529)	264.55	6/9/2023
81742	Child Care CCF	CHILDRENS LEARNING CENTER	CHILD CARE SERVICES PROVIDED (285529)	5,375.33	6/9/2023
81743	Child Care CCF	POLK ST UNITED METHODIST CHURCH	CHILD CARE SERVICES PROVIDED (285529)	1,730.89	6/9/2023
81744	Child Care CCF	HEREFORD DCC RUTH WARNER MEM	CHILD CARE SERVICES PROVIDED (285529)	847.86	6/9/2023
81745	Child Care CCF	STRATFORD AREA YOUTH CARE AGENCY	CHILD CARE SERVICES PROVIDED (285529)	1,204.60	6/9/2023
81746	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (285529)	2,326.31	6/9/2023
81747	Child Care CCF	TULIA CHILD DEVELOPMENT CTR	CHILD CARE SERVICES PROVIDED (285529)	3,128.00	6/9/2023

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
81748	Child Care CCF	ALEJANDRA FLORES	CHILD CARE SERVICES PROVIDED (285529)	2,688.27	6/9/2023
81749	Child Care CCF	CHILDREN'S LEARNING CTR	CHILD CARE SERVICES PROVIDED (285529)	528.69	6/9/2023
81750	Child Care CCF	WEST TEXAS A&M UNIVERSITY	CHILD CARE SERVICES PROVIDED (285529)	226.79	6/9/2023
81751	Child Care CCF	KERIMA DUNCAN	CHILD CARE SERVICES PROVIDED (285529)	742.72	6/9/2023
81752	Child Care CCF	CHRISTIAN LEARNING CTR	CHILD CARE SERVICES PROVIDED (285529)	159.02	6/9/2023
81753	Child Care CCF	GRAY COUNTY LATCHKEY	CHILD CARE SERVICES PROVIDED (285529)	564.02	6/9/2023
81754	Child Care CCF	DALHART AREA CHILD CARE CTR	CHILD CARE SERVICES PROVIDED (285529)	3,112.42	6/9/2023
81755	Child Care CCF	KING'S MANOR METHODIST RET SYSTEM	CHILD CARE SERVICES PROVIDED (285529)	1,450.30	6/9/2023
81756	Child Care CCF	OPPORTUNITY SCHOOL, INC.	CHILD CARE SERVICES PROVIDED (285529)	17,520.75	6/9/2023
81757	Child Care CCF	NIGHT & DAY CARE AND PLAY, INC.	CHILD CARE SERVICES PROVIDED (285529)	32,262.95	6/9/2023
81758	Child Care CCF	PLEASANT VALLEY BAPTIST DISC SCHOOL	CHILD CARE SERVICES PROVIDED (285529)	17,177.76	6/9/2023
81759	Child Care CCF	AMARILLO MONTESSORI DAY SCHOOL	CHILD CARE SERVICES PROVIDED (285529)	6,134.60	6/9/2023
81760	Child Care CCF	BUTTONS & BOWS ELC	CHILD CARE SERVICES PROVIDED (285529)	18,780.49	6/9/2023
81761	Child Care CCF	OPPORTUNITY SCHOOL EDWARDS CAMPUS	CHILD CARE SERVICES PROVIDED (285529)	26,413.14	6/9/2023
81762	Child Care CCF	SHIRLEY E ROMAINE	CHILD CARE SERVICES PROVIDED (285529)	689.48	6/9/2023
81763	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (285529)	3,727.45	6/9/2023
81764	Child Care CCF	BARBARA JOHNSON	CHILD CARE SERVICES PROVIDED (285529)	472.61	6/9/2023
81765	Child Care CCF	COMMUNITY DAY CARE CENTER	CHILD CARE SERVICES PROVIDED (285529)	6,496.36	6/9/2023
81766	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (285529)	8,178.70	6/9/2023
81767	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (285529)	5,036.09	6/9/2023
81768	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (285529)	8,851.62	6/9/2023
81769	Child Care CCF	AMARILLO COLLEGE	CHILD CARE SERVICES PROVIDED (285529)	1,873.81	6/9/2023
81770	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (285529)	6,773.94	6/9/2023
81771	Child Care CCF	PAULAS DAY CARE	CHILD CARE SERVICES PROVIDED (285529)	1,556.92	6/9/2023
81772	Child Care CCF	NAZARENE KID'S KORNER	CHILD CARE SERVICES PROVIDED (285529)	2,392.22	6/9/2023
81773	Child Care CCF	DEBORAH A MELTON	CHILD CARE SERVICES PROVIDED (285529)	479.29	6/9/2023
81774	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (285529)	11,372.95	6/9/2023
81775	Child Care CCF	DEEDEES DAYCARE	CHILD CARE SERVICES PROVIDED (285529)	247.65	6/9/2023
81776	Child Care CCF	INGLANTINA FLORES	CHILD CARE SERVICES PROVIDED (285529)	1,375.44	6/9/2023
81777	Child Care CCF	BELL STREET DAY CARE CTR	CHILD CARE SERVICES PROVIDED (285529)	44,784.65	6/9/2023
81778	Child Care CCF	AMA CATHOLIC CHILDREN'S DEV CTR	CHILD CARE SERVICES PROVIDED (285529)	2,478.47	6/9/2023
81779	Child Care CCF	FRIENDSHIP RANCH CDC	CHILD CARE SERVICES PROVIDED (285529)	8,024.55	6/9/2023
81780	Child Care CCF	NEW BEGINNINGS PRESCHOOL & CDC	CHILD CARE SERVICES PROVIDED (285529)	3,817.52	6/9/2023
81781	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CTR	CHILD CARE SERVICES PROVIDED (285529)	32,967.39	6/9/2023
81782	Child Care CCF	BIZZY BEES CHILD CARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (285529)	4,137.19	6/9/2023
81783	Child Care CCF	ORA BELINDA SCHOOLHOUSE LLC	CHILD CARE SERVICES PROVIDED (285529)	3,130.31	6/9/2023
81784	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (286760)	3,193.95	6/23/2023
81785	Child Care CCF	AMARILLO SW MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (286760)	2,773.82	6/23/2023
81786	Child Care CCF	TAMME PINKERT	CHILD CARE SERVICES PROVIDED (286760)	13,126.61	6/23/2023
81787	Child Care CCF	CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (286760)	6,918.97	6/23/2023
81788	Child Care CCF	ST. MATTHEW'S EPISCOPAL D.S.	CHILD CARE SERVICES PROVIDED (286760)	3,191.16	6/23/2023
81789	Child Care CCF	RACHEL'S LITTLE HOUSE INC	CHILD CARE SERVICES PROVIDED (286760)	3,971.17	6/23/2023
81790	Child Care CCF	DAWN TRUJILLO	CHILD CARE SERVICES PROVIDED (286760)	390.92	6/23/2023
81791	Child Care CCF	MARIA FLORES	CHILD CARE SERVICES PROVIDED (286760)	2,226.32	6/23/2023

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
81792	Child Care CCF	KRISTENS DAYCARE	CHILD CARE SERVICES PROVIDED (286760)	1,229.47	6/23/2023
81793	Child Care CCF	AMARILLO WESLEY COMMUNITY CTR	CHILD CARE SERVICES PROVIDED (286760)	6,187.22	6/23/2023
81794	Child Care CCF	ELENA MCGLAUN	CHILD CARE SERVICES PROVIDED (286760)	24,711.99	6/23/2023
81795	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (286760)	6,331.80	6/23/2023
81796	Child Care CCF	COMMUNITY DAY CARE CENTER INC.	CHILD CARE SERVICES PROVIDED (286760)	7,893.84	6/23/2023
81797	Child Care CCF	KENNA BORUM	CHILD CARE SERVICES PROVIDED (286760)	1,378.12	6/23/2023
81798	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (286760)	265.53	6/23/2023
81799	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE	CHILD CARE SERVICES PROVIDED (286760)	2,183.50	6/23/2023
81800	Child Care CCF	CREATIVE LEARNING TREE	CHILD CARE SERVICES PROVIDED (286760)	81.07	6/23/2023
81801	Child Care CCF	PANHANDLE MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (286760)	689.89	6/23/2023
81802	Child Care CCF	HEREFORD LATCHKEY 1NW	CHILD CARE SERVICES PROVIDED (286760)	5,950.88	6/23/2023
81803	Child Care CCF	AMARILLO COLLEGE MEDIPARK CAMPUS	CHILD CARE SERVICES PROVIDED (286760)	8,269.07	6/23/2023
81804	Child Care CCF	LITTLE LYNX DAY CARE	CHILD CARE SERVICES PROVIDED (286760)	1,102.72	6/23/2023
81805	Child Care CCF	SHAKERA MARIE JOHNSON	CHILD CARE SERVICES PROVIDED (286760)	1,643.31	6/23/2023
81806	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (286760)	9,846.67	6/23/2023
81807	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (286760)	2,954.89	6/23/2023
81808	Child Care CCF	KAREN SMITH	CHILD CARE SERVICES PROVIDED (286760)	1,222.03	6/23/2023
81809	Child Care CCF	LATUNYA MARIE JILES-FORD	CHILD CARE SERVICES PROVIDED (286760)	841.35	6/23/2023
81810	Child Care CCF	PAULA COOK	CHILD CARE SERVICES PROVIDED (286760)	738.72	6/23/2023
81811	Child Care CCF	MAMMYS DAYCARE	CHILD CARE SERVICES PROVIDED (286760)	3,907.42	6/23/2023
81812	Child Care CCF	TEXAS KINDER PREP-RIDGECREST CIR	CHILD CARE SERVICES PROVIDED (286760)	3,300.16	6/23/2023
81813	Child Care CCF	WEE CARE CHILD CENTER INC.	CHILD CARE SERVICES PROVIDED (286760)	573.23	6/23/2023
81814	Child Care CCF	RANGER ROUNDUP LEARNING CTR	CHILD CARE SERVICES PROVIDED (286760)	8,231.92	6/23/2023
81815	Child Care CCF	KS HOME DAYCARE	CHILD CARE SERVICES PROVIDED (286760)	200.00	6/23/2023
81816	Child Care CCF	TEXAS PREMIER CHILDCARE	CHILD CARE SERVICES PROVIDED (286760)	11,140.89	6/23/2023
81817	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (286760)	6,457.61	6/23/2023
81818	Child Care CCF	HAPPY DAYS CHILDCARE CTR & PS	CHILD CARE SERVICES PROVIDED (286760)	17,282.30	6/23/2023
81819	Child Care CCF	STEPPING STONES LEARNING CTR	CHILD CARE SERVICES PROVIDED (286760)	5,429.37	6/23/2023
81820	Child Care CCF	MCKENZIE EUDY	CHILD CARE SERVICES PROVIDED (286760)	160.65	6/23/2023
81821	Child Care CCF	K4B LEARNING DEPOT 6, LLC	CHILD CARE SERVICES PROVIDED (286760)	10,267.60	6/23/2023
81822	Child Care CCF	BUTTERCUP HOUSE INC	CHILD CARE SERVICES PROVIDED (286760)	1,152.67	6/23/2023
81823	Child Care CCF	CHARBRA WILLIAMS	CHILD CARE SERVICES PROVIDED (286760)	1,386.10	6/23/2023
81824	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (286760)	5,325.55	6/23/2023
81825	Child Care CCF	CHRISTIAN PRESCHOOL CENTERS INC	CHILD CARE SERVICES PROVIDED (286760)	16,028.11	6/23/2023
81826	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CTR	CHILD CARE SERVICES PROVIDED (286760)	9,905.67	6/23/2023
81827	Child Care CCF	KELSEY FOSTER	CHILD CARE SERVICES PROVIDED (286760)	3,763.20	6/23/2023
81828	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (286760)	13,290.33	6/23/2023
81829	Child Care CCF	LITTLE BLESSINGS PRESCHOOL	CHILD CARE SERVICES PROVIDED (286760)	950.07	6/23/2023
81830	Child Care CCF	THE COLONY CHRISTIAN CHILD DEV CTR	CHILD CARE SERVICES PROVIDED (286760)	1,823.54	6/23/2023
81831	Child Care CCF	ELE ACADEMICS LLC	CHILD CARE SERVICES PROVIDED (286760)	244.77	6/23/2023
81832	Child Care CCF	SUNNY SIDE UP CHILD CARE	CHILD CARE SERVICES PROVIDED (286760)	498.78	6/23/2023
81833	Child Care CCF	OMAR MENDOZA	CHILD CARE SERVICES PROVIDED (286760)	1,360.65	6/23/2023
81834	Child Care CCF	STORYLAND PRESCHOOL & CHILD CARE	CHILD CARE SERVICES PROVIDED (286760)	5,557.73	6/23/2023
81835	Child Care CCF	KAITLIN IVIE	CHILD CARE SERVICES PROVIDED (286760)	3,254.48	6/23/2023

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
81836	Child Care CCF	DABAREH JOHNSON	CHILD CARE SERVICES PROVIDED (286760)	760.00	6/23/2023
81837	Child Care CCF	LANE DAY SCHOOL LLC	CHILD CARE SERVICES PROVIDED (286760)	214.05	6/23/2023
81838	Child Care CCF	LIL COLTS CHILDCARE	CHILD CARE SERVICES PROVIDED (286760)	331.49	6/23/2023
81839	Child Care CCF	BRIGHT MINDS ACADEMY LLC	CHILD CARE SERVICES PROVIDED (286760)	552.13	6/23/2023
81840	Child Care CCF	CREATIVE LEARNING TREE 2	CHILD CARE SERVICES PROVIDED (286760)	2,948.30	6/23/2023
81841	Child Care CCF	DESTINY MCDONALD	CHILD CARE SERVICES PROVIDED (286760)	704.28	6/23/2023
81842	Child Care CCF	STEAMBOAT STATION	CHILD CARE SERVICES PROVIDED (286760)	9,329.89	6/23/2023
81843	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE II	CHILD CARE SERVICES PROVIDED (286760)	1,017.27	6/23/2023
81844	Child Care CCF	MARTIAL ARTS ATHLETIC CENTER NORTH	CHILD CARE SERVICES PROVIDED (286760)	9,845.25	6/23/2023
81845	Child Care CCF	SEEDS OF WISDOM CHRISTIAN FAMILY CHILDCARE	CHILD CARE SERVICES PROVIDED (286760)	475.57	6/23/2023
81846	Child Care CCF	HEARTS AND HANDS	CHILD CARE SERVICES PROVIDED (286760)	519.68	6/23/2023
81847	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (286760)	3,349.19	6/23/2023
81848	Child Care CCF	DUMAS DISCOVERY CENTER INC.	CHILD CARE SERVICES PROVIDED (286760)	7,590.09	6/23/2023
81849	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (286760)	5,541.64	6/23/2023
81850	Child Care CCF	POLK STREET UNITED METHODIST CHURCH	CHILD CARE SERVICES PROVIDED (286760)	1,711.28	6/23/2023
81851	Child Care CCF	STRATFORD AREA YOUTH CARE AGENCY	CHILD CARE SERVICES PROVIDED (286760)	1,764.98	6/23/2023
81852	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (286760)	2,058.26	6/23/2023
81853	Child Care CCF	TULIA CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (286760)	2,932.36	6/23/2023
81854	Child Care CCF	ALEJANDRA FLORES	CHILD CARE SERVICES PROVIDED (286760)	2,678.61	6/23/2023
81855	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (286760)	202.61	6/23/2023
81856	Child Care CCF	WEST TEXAS A&M UNIVERSITY	CHILD CARE SERVICES PROVIDED (286760)	433.72	6/23/2023
81857	Child Care CCF	KERIMA DUNCAN	CHILD CARE SERVICES PROVIDED (286760)	428.04	6/23/2023
81858	Child Care CCF	CHRISTIAN LEARNING CENTER	CHILD CARE SERVICES PROVIDED (286760)	241.15	6/23/2023
81859	Child Care CCF	DALHART AREA CHILD CARE CTR INC.	CHILD CARE SERVICES PROVIDED (286760)	3,463.03	6/23/2023
81860	Child Care CCF	KING'S MANOR METHODIST RETIREMENT SYSTEM	CHILD CARE SERVICES PROVIDED (286760)	1,016.95	6/23/2023
81861	Child Care CCF	OPPORTUNITY SCHOOL, INC.	CHILD CARE SERVICES PROVIDED (286760)	13,313.78	6/23/2023
81862	Child Care CCF	NIGHT & DAY CARE AND PLAY, INC.	CHILD CARE SERVICES PROVIDED (286760)	32,940.75	6/23/2023
81863	Child Care CCF	PLEASANT VALLEY BAPTIST DISCOVERY SCHOOL	CHILD CARE SERVICES PROVIDED (286760)	18,939.84	6/23/2023
81864	Child Care CCF	AMARILLO MONTESSORI DAY SCHOOL	CHILD CARE SERVICES PROVIDED (286760)	7,489.80	6/23/2023
81865	Child Care CCF	BUTTONS & BOWS ELC	CHILD CARE SERVICES PROVIDED (286760)	22,764.75	6/23/2023
81866	Child Care CCF	OPPORTUNITY SCHOOL EDWARDS CAMPUS	CHILD CARE SERVICES PROVIDED (286760)	20,115.88	6/23/2023
81867	Child Care CCF	SHIRLEY E ROMAINE	CHILD CARE SERVICES PROVIDED (286760)	684.49	6/23/2023
81868	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (286760)	3,832.66	6/23/2023
81869	Child Care CCF	BARBARA JOHNSON	CHILD CARE SERVICES PROVIDED (286760)	412.59	6/23/2023
81870	Child Care CCF	COMMUNITY DAY CARE CENTER	CHILD CARE SERVICES PROVIDED (286760)	5,975.98	6/23/2023
81871	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (286760)	10,398.37	6/23/2023
81872	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (286760)	5,122.48	6/23/2023
81873	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (286760)	9,441.79	6/23/2023
81874	Child Care CCF	AMARILLO COLLEGE	CHILD CARE SERVICES PROVIDED (286760)	1,561.14	6/23/2023
81875	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (286760)	6,691.54	6/23/2023
81876	Child Care CCF	PAULAS DAY CARE	CHILD CARE SERVICES PROVIDED (286760)	1,514.67	6/23/2023
81877	Child Care CCF	NAZARENE KID'S KORNER	CHILD CARE SERVICES PROVIDED (286760)	2,611.40	6/23/2023
81878	Child Care CCF	DEBORAH A MELTON	CHILD CARE SERVICES PROVIDED (286760)	477.20	6/23/2023
81879	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (286760)	12,482.14	6/23/2023

Panhandle Regional Planning Commission
Check/Voucher Register
 From 6/1/2023 Through 6/30/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
81880	Child Care CCF	DEEDES DAYCARE	CHILD CARE SERVICES PROVIDED (286760)	244.34	6/23/2023
81881	Child Care CCF	INGLANTINA FLORES	CHILD CARE SERVICES PROVIDED (286760)	1,403.62	6/23/2023
81882	Child Care CCF	BELL STREET DAY CARE CENTER LTD	CHILD CARE SERVICES PROVIDED (286760)	50,475.28	6/23/2023
81883	Child Care CCF	AMARILLO CATHOLIC CHILDREN'S DEV CTR	CHILD CARE SERVICES PROVIDED (286760)	2,583.14	6/23/2023
81884	Child Care CCF	FRIENDSHIP RANCH CDC	CHILD CARE SERVICES PROVIDED (286760)	8,954.38	6/23/2023
81885	Child Care CCF	NEW BEGINNINGS PRESCHOOL & CDC	CHILD CARE SERVICES PROVIDED (286760)	3,623.90	6/23/2023
81886	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CENTER INC.	CHILD CARE SERVICES PROVIDED (286760)	38,255.83	6/23/2023
81887	Child Care CCF	BIZZY BEES CHILD CARE & PRESCHOOL INC.	CHILD CARE SERVICES PROVIDED (286760)	4,476.75	6/23/2023
81888	Child Care CCF	ORA BELINDA SCHOOLHOUSE LLC	CHILD CARE SERVICES PROVIDED (286760)	3,729.45	6/23/2023
		AMARILLO NATIONAL BANK	WFD - INCENTIVE PAYMENTS - 6/23	1,109.00	
		CENTENNIAL BANK	BUILDING IMPROVEMENT PMT 6/13/23	6,645.07	
		DATAPATH CREDIT SERVICES	EMPLOYEE FLEX DRAFTS 6/23	2,481.23	
		ROSCOMMON - ABA ADMINISTRATORS	HEALTH INSURANCE DRAFT 6/23	40,560.47	
		TOOTN TOTUM FOOD STORES LLC	VEHICLE FUEL 5/15/23-6/14/23	484.01	
		HUXFORD GROUP	WIRE TRANSFERS 6/23	344,333.00	
		VANTAGEPOINT T. AGENTS - 401	WIRE TRANSFERS 6/23	47,141.73	
		VANTAGEPOINT T. AGENTS - 457	WIRE TRANSFERS 6/23	6,065.49	
		VANTAGEPOINT T. AGENTS - ROTH IRA	WIRE TRANSFERS 6/23	2,198.78	
			TOTAL AMOUNT:	2,336,751.54	
			TOTAL NUMBER OF ELECTRONIC FUND TRANSFERS:	232	
			TOTAL NUMBER OF CHECKS WRITTEN:	290	
			TOTAL NUMBER OF WIRE TRANSFERS:	10	
			TOTAL NUMBER OF ANB BANK CARDS:	9	
			TOTAL NUMBER OF EMPLOYEE FLEX DRAFTS:	12	

ITEM 6

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Trent Taylor, Finance Director
THROUGH: Dustin Meyer, Executive Director
SUBJECT: Agenda Item 6
PRPC Investment Funds Report

BACKGROUND

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

	Balance@ <u>3/31/23</u>	Balance@ <u>5/31/2023</u>	Balance@ <u>6/30/2023</u>
PRPC's Money Market Fund	\$3,420,152	\$4,198,243	\$3,513,971
9-1-1's Money Market Fund	122	27,793	67
Total MMIA Funds	<u>\$3,420,274</u>	<u>\$4,226,036</u>	<u>\$3,514,038</u>
CDARS CD	Duration	Return	
5/11/2023	26 Weeks	4.85%	\$500,000
6/29/2023	26 Weeks	4.85%	\$500,000
Total Invested Funds			<u>\$4,514,038</u>

The money market funds are deposited at Amarillo National Bank. The PRPC fund rate for the month of June was 4.73%. The 9-1-1 fund earned an average annual yield of 3.58%. The book value and the market value were the same for each fund listed above. The investment portfolio followed the Public Funds Investment Act and PRPC Investment Policies.

RECOMMENDATION

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

ITEM 7

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Trent Taylor, Finance Director
THROUGH: Dustin Meyer, Executive Director
SUBJECT: Agenda Item 7
2023-2024 PRPC Personnel Classification, Pay Plan and Job Description Document Adoption

BACKGROUND

The Planning Commission can trace its employee classification and pay plan system back to 1974 when the Board of Directors hired the Chicago, Illinois consulting firm of Public Administration Services, Inc., to develop a position classification plan, pay plan and model job descriptions. That work has served as the basis for all subsequent PRPC classification and pay plan documents. The Planning Commission adopted major updates to the classification pay plan and job descriptions in 1984 and again in 1996.

On an annual basis since 1997, the Board has approved several relatively minor amendments to the PRPC's classification and pay plan system primarily in order to maintain compliance with personnel management requirements placed upon regional councils by the Texas Legislature.

In order for us to keep our classification and pay plan system current, it is necessary to present an updated document to the Board of Directors on an annual basis for review and approval. The 2023 – 2024 version is included in your packet. In general terms, the classification, pay plan and job descriptions document is intended to:

- comply with Chapter 391, Local Government Code regarding the required adoption of a classification/salary schedule by the PRPC (Sec. 391.0117);
- properly describe the duties, responsibilities, and necessary qualifications for positions at PRPC;
- assist employees and job applicants to understand each job and the relationships among jobs;
- group similar positions that can be described by the same job title and assign these to pay groups with other positions that should be paid approximately the same;
- provide an organized system of pay groups and steps to be used to (1) assure equal pay for equal work; and (2) reward employees for exceptional performance with merit pay increases; identify “career ladders” through which employees can advance to increasingly more responsible positions; and
- establish procedures for administering and updating the document.

The primary revisions for 2023 – 2024 include:

- 1) The establishment of the following positions and their associated job descriptions:
 - Accountant II
 - Human Resources/Payroll Coordinator
 - LGS Manager
 - LGS Support Aide

- Regional 9-1-1 Network Program PSAP Program Specialist
- AAA Nutrition and Transportation Program Specialist
- DRC Program Coordinator

2) The following job descriptions are inactivated:

- Regional Services Program Coordinator (Solid Waste & Criminal Justice Programs)
- LGS Program Coordinator

3) The following job descriptions are removed:

- Accounting Manager
- Accounting Systems Program Specialist (HR/Payroll Specialist)
- Regional 9-1-1 Network Program PSAP Administrative Assistant
- AAA Ombudsman Program Specialist
- AAA Nutrition and Transportation Program Specialist
- DRC Director
- DRC Program Specialist

All new and activated job descriptions can be found on the blue pages of the enclosed Integrated Personnel Classification, Pay Plan and Job Descriptions document. In addition, those job descriptions that are newly inactive for the purpose of the FY23-24 budget are highlighted in yellow boxes on pages 7, 8 & 9 (other inactive positions are highlighted in gray boxes) – “Inventory of Positions”.

RECOMMENDATION

Staff recommends that the Board of Directors adopt the 2023 – 2024 Integrated Personnel Classification, Pay Plan and Job Descriptions document as proposed.

ITEM 8

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Trent Taylor, Finance Director
THROUGH: Dustin Meyer, Executive Director
SUBJECT: Agenda Item 8
PRPC Employee Group Health Insurance Renewal

BACKGROUND

The PRPC provides group health care coverage to its employees through ABA utilizing the UHC Choice Plus as part of an overall benefit package. Regular full-time employees and regular part-time employees who work 20 or more hours per week may participate in the plan with PRPC paying 100% of the premium cost. Employees may add dependent coverage to the plan at the employee's expense. Currently, PRPC has 47 employees on the employee plan, 11 employees electing dependent coverage.

This is the completion of the first year away from TML. They require a two-year period before we can get a quote from them. Attached are the quotes we received for renewal.

The platinum plan we are currently on is no longer available. The Excel Gold 1000 is the closest to the current plan. It would increase the current premiums by 4.04%. Benefits are similar with a \$1,000 deductible and \$ 4,000 out of pocket. There would also be a change from WellDyne to VerusRx for our prescriptions.

RECOMMENDATION

The PRPC staff recommends that the Board of Directors authorize the Executive Director to execute the agreements with ABA for the new plan year for the deductible and coinsurance amounts as described above effective October 1, 2023.



Panhandle Regional Planning Commission

Medical Cost Analysis

Effective 10/1/23		Current- 50% surplus		Renewal-0% surplus		Renewal-50% surplus		BCBS Option	
		ABA/Stone Mountain Platinum 101		ABA/Excel Excel Gold 1000		ABA/Excel Excel Gold 1000		BCBS G654CHC	
Rates	Enrollment								
Single	36	\$785.46		\$780.35		\$839.01		\$910.54	
Employee + Spouse	4	\$1,364.01		\$1,476.05		\$1,604.28		\$1,821.08	
Employee + Child(ren)	7	\$1,199.81		\$1,405.46		\$1,526.63		\$1,821.08	
Family	0	\$1,778.38		\$1,939.31		\$2,113.87		\$2,731.62	
Estimated Annual Premium		\$505,575.24		\$526,020.24		\$567,694.68		\$633,735.84	
Estimated Monthly Premium		\$42,131		\$43,835		\$47,308		\$52,811	
Percentage Increase over current				4.04%		12.29%		25.35%	
Network Utilized		UHC Choice Plus PPO		UHC Choice Plus		UHC Choice Plus		Blue Choice PPO	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible									
Individual		\$1,250	\$2,500	\$1,000	\$6,500	\$1,000	\$6,500	\$1,250	\$2,500
Family		\$2,500	\$5,000	\$4,000	\$19,500	\$4,000	\$19,500	\$3,750	\$7,500
Coinsurance		100%	50%	80%	50%	80%	50%	100%	50%
Out-of-Pocket Maximum									
Individual		\$1,250	\$3,750	\$4,000	Unlimited	\$4,000	Unlimited	\$1,250	Unlimited
Family		\$2,500	\$7,500	\$9,000	Unlimited	\$9,000	Unlimited	\$3,750	Unlimited
Hospitalization-in patient		Deductible	Ded + 50%	Deductible + 20%	Ded + 50%	Deductible + 20%	Ded + 50%	\$150 + Deductible	Ded + 50%
Hospitalization-out patient		Deductible	Ded + 50%	Deductible + 20%	Ded + 50%	Deductible + 20%	Ded + 50%	\$250 + Deductible	Ded + 50%
Emergency Room		\$300 + Deductible		Deductible + 20%		Deductible + 20%		\$400 + Deductible	
Office Visit		\$25 PCP/ \$45 Spec	Ded + 50%	\$10 PCP/ \$55 Spec	Ded + 50%	\$10 PCP/ \$55 Spec	Ded + 50%	\$25 PCP/ \$45 Spec	Ded + 50%
X-ray, blood work in office		Deductible	Ded + 50%	Paid at 100%	Ded + 50%	Paid at 100%	Ded + 50%	Deductible	Ded + 50%
CT/PET Scan/MRIs		Deductible	Ded + 50%	Deductible + 20%	Ded + 50%	Deductible + 20%	Ded + 50%	\$250	Ded + 50%
Preventative Care (per USPSTF)		Paid at 100%	Ded + 50%	Paid at 100%	Ded + 50%	Paid at 100%	Ded + 50%	Paid at 100%	Ded + 50%
Prescription Drugs		WellDyne RX		VerusRx		VerusRx		PrimeRX	
Deductible									
Tier 1		\$0		\$1	NA	\$1	NA	\$0 / \$10	
Tier 2		\$35 or 25%		\$35	NA	\$35	NA	\$10 / \$20	
Tier 3		\$75 or 45%		\$75	NA	\$75	NA	\$35 / \$55	
Tier 4		\$200 or 30%		\$200	NA	\$200	NA	\$75 / \$95	
Specialty 1,2		Specialty Program or tier 4*		Specialty Program or tier 4*	NA	Specialty Program or tier 4*	NA	\$150 / \$250	

Notes: Every effort has been made to ensure that the information in this summary is as accurate as possible. This summary represents our interpretation and does not necessarily reflect the exact contract language or benefits of the program. Please consult each plan's written material for a full description of the rates, benefits, limitations and conditions that may apply.

¹These are final rates, based on the census and health information provided to Stone Mountain. Any census changes may result in re-quoting.

²Because the L+ plan is self-funded, you will be responsible for paying the FUTA tax on your FUTA tax form the 2nd quarter of the following year and each subsequent year (around \$2.80 per person per year), and the employer is responsible for filing the 1095 filings after each calendar year.

³On the Excel LF plan, the bill is generated by ABA each month, and Stone Mountain will pull an ACH payment on the 1st of each month based on that bill.

⁴On the Excel LF plan, the bill is generated by ABA each month, and Stone Mountain will pull an ACH payment on the 1st of each month based on that bill. At the beginning of their plan year. After that first fill, there is a notification that goes over to ScriptSourcing. The advocates at ScriptSourcing look to see if that specialty drug can be sourced through a patient assistance program or charitable organization. If a program exists, the advocate will reach out to the member to gather information from them. Some programs have an income qualification (typically 500% of FPL but varies by manufacturer).

If a member qualifies for any of these programs, ScriptSourcing submits the necessary paperwork and the member starts to receive their drug directly from the manufacturer at no cost to them or the plan.

ITEM 9

MEMORANDUM

DATE: July 27, 2023

TO: PRPC Board of Directors

FROM: Jerri Glover, Program Coordinator, Dispute Resolution Center

THROUGH: Dustin Meyer, Executive Director
Trenton Taylor, Finance Director

SUBJECT: Agenda Item 9
DRC Advisory Board appointments

BACKGROUND

May 1, 2023, Jerri Glover was named Program Coordinator for the Dispute Resolution Center. After reviewing the current board appointments Jerri called a meeting of the Advisory Board on July 15, 2023. When reaching out to members one member notified Jerri that he would be resigning from the board. This left at least one opening on the board. Current guidelines state that the Advisory Board should consist of between 7 and 11 members.

At that Advisory Board Meeting the members voted to extend invitations to Judge Joanna Garcia Flores and Dr. Tacy Edwards to join the Board. Judge Garcia Flores is a newly elected Justice of the Peace in Randall County and Dr. Edwards is an educator with advanced degrees in conflict resolution.

The board currently consists of the following members:

Dave Kemp, Vaavia Rudd, Dale Rabe, Judge Phil Vanderpool, Judge Tracy Byrd, Judge Nancy Tanner, Judge Doug Woodburn and Potter County Commissioner H. R. Kelly.

Currently the DRC Guidelines state that members will serve three years staggering terms. Research reflects that these members have been on the advisory board since at least 2017.

In order to bring the Advisory Board into compliance by first appointing two new members; then begin to survey members of the Advisory Board to determine a rotation schedule moving forward. The desire is to maintain continuity on the board, but also begin to bring the Board into compliance as well as bring new skills, knowledge and ideas to the DRC operations.

RECOMMENDATION

Staff recommends that the PRPC Board of Directors approve a plan to set Advisory Board Members on a three-year rotation and appoint the following to three-year terms on the DRC Advisory Board.

Judge Joana Garcia Flores and Dr. Tacy Edwards

ITEM 10

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Sundee Rossi, AAA Director
THROUGH: Dustin Meyer, Executive Director
SUBJECT: Agenda Item 10
Area Agency on Aging Area Plan for FFY2024 – FFY2026

BACKGROUND

Section 306 of the Older Americans Act (OAA) requires each Area Agency on Aging (AAA) to prepare an Area Plan for their respective Planning and Service Area (PSA).

The AAA has completed an Area Plan for consideration to become effective on October 1, 2023 for the period FFY 2024 - FFY 2026.

The Area Plan outlines a comprehensive and coordinated service delivery system for the AAA's region, based upon a needs assessment using a format provided by HHSC. It identifies planning, coordination, evaluation, and service provision activities for the period of the plan as well as funding and other resources available to the AAA. Measurable objectives allow the AAA to use the plan as a roadmap.

The AAA Advisory Council was given the opportunity to provide input and give critical feedback on the Area Plan to ensure it is one that effectively addresses the current and emerging needs of the older adult population across the Panhandle Public Service Area.

The AAA Advisory Council has reviewed and voted to adopt the Area Plan and give a recommendation to the PRPC Board of Directors to approve the Area Plan for the period FFY 2024 – FFY 2026.

RECOMMENDATION

Staff recommends that the Board of Directors approve the Area Agency on Aging of the Panhandle Area Plan for FFY 2024 – FFY 2026 and authorize the Executive Director and Board Chairman to sign the Area Plan Assurances.

ITEM 11

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Michael J. Peters, Deputy Executive Director, 9-1-1 Network Director
THROUGH: Dustin Meyer, Executive Director
SUBJECT: Agenda Item 11
Panhandle Regional 9-1-1 Network FY24-FY28 Strategic Plan Funding
Request Approval

BACKGROUND

In concurrence with the legislative session, the Commission on State Emergency Communications (CSEC) has completed its projection of funds to be allocated to 9-1-1 statewide and provided the PRPC 9-1-1 Program with initial allocation figures. Prior to receiving funds for FY2024 and FY2025, we must submit, and have approved, a strategic planning budget request for FY2024 – FY2028. In years past, this has been done with paper documents, it is now submitted online through the CSEC funded Salesforce program management website online.

Requested funding for each of the 5 years is as follows:

	Administration	Equipment	Program	Total
FY24	\$159,263	\$ 85,000	\$1,614,004	\$1,858,267
FY25	\$163,357	\$150,000	\$1,705,601	\$2,018,958
FY26	\$167,613	\$ 0	\$1,745,917	\$1,913,530
FY27	\$172,043	\$440,000	\$1,769,709	\$2,381,752
FY28	\$176,651	\$ 10,000	\$1,793,262	\$1,979,913

The strategic plan represents funding requests for the next biennium FY 2024 and FY 2025 and estimates for the following three years.

The equipment totals are calculated from the 10-year PRPC equipment replacement schedule that is guided by Program Policy Statements that have recommended life cycles of each type of eligible equipment. The current schedule ranges from FY24 until FY33.

Due to the short turnaround of submission and funding approval, the actual contract figures will be addressed when the Commission on State Emergency Commission approves our final budget and funding request.

RECOMMENDATION:

Staff recommends the Board of Directors approve the FY24-FY28 Panhandle Regional 9-1-1 Network Strategic Plan and authorize its submission to the Commission on State Emergency Communications.

Attachment: FY24 – FY28 Budget with Budget Detail Report

Budgets with Budget Detail Report

As of 2023-07-19 14:33:47 Central Standard Time/CST • Generated by Michael Peters

Category	Subcategory	Program Type	Budget Detail Name	County	County Name	Stage 2B - Year 1	Stage 2B - Year 2	Stage 2B - Year 3	Stage 2B - Year 4	Stage 2B - Year 5
Admin	Contract Services		Det-25076	*Regional		\$82,251	\$83,074	\$83,904	\$84,744	\$85,591
	Subtotal					\$82,251	\$83,074	\$83,904	\$84,744	\$85,591
	Indirect Expense		Det-25059	*Regional		\$77,012	\$80,283	\$83,709	\$87,299	\$91,060
	Subtotal					\$77,012	\$80,283	\$83,709	\$87,299	\$91,060
Subtotal						\$159,263	\$163,357	\$167,613	\$172,043	\$176,651
Equipment			Det-25188	*Regional		\$85,000	\$150,000	\$0	\$440,000	\$10,000
	Subtotal					\$85,000	\$150,000	\$0	\$440,000	\$10,000
Subtotal						\$85,000	\$150,000	\$0	\$440,000	\$10,000
Program	Ancillary Equipment Maint		Det-26057	Deaf Smith		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26058	Dallam		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26059	Collingsworth		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26060	Childress		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26061	Castro		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26062	Carson		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26063	Armstrong		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Power - Generators		Det-26064	*Regional		\$800	\$800	\$800	\$800	\$800
	Power - Generators		Det-26065	*Regional		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
	Recorders		Det-26066	Gray		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26067	Wheeler		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26068	Wheeler		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26069	Sherman		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26070	Parmer		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26071	Oldham		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26072	Ochiltree		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26073	Moore		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26074	Lipscomb		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26075	Hutchinson		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26076	Hemphill		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26077	Hansford		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26078	Hall		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
	Recorders		Det-26079	Donley		\$1,394	\$1,394	\$1,394	\$1,394	\$1,394
Subtotal						\$32,074	\$32,074	\$32,074	\$32,074	\$32,074
Core Functions	Managed Services		Det-25077	*Regional		\$313,814	\$313,814	\$313,814	\$313,814	\$313,814
	Subtotal					\$313,814	\$313,814	\$313,814	\$313,814	\$313,814
Equipment Maintenance			Det-24992	Gray		\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
	CPE Software		Det-25002	Hall		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	CPE Hardware		Det-25004	Hall		\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
	CPE Software		Det-25017	Wheeler		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	CPE Software		Det-25018	*Regional		\$2,600	\$2,600	\$2,600	\$2,600	\$2,600
	CPE Software		Det-25019	Hansford		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	CPE Software		Det-25020	Hansford		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	CPE Hardware		Det-25021	Hansford		\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
	CPE Software		Det-25022	Hemphill		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	CPE Hardware		Det-25024	Hemphill		\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
	CPE Software		Det-25037	Hutchinson		\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Subtotal						\$32,074	\$32,074	\$32,074	\$32,074	\$32,074
Sum	Count					\$313,814	\$313,814	\$313,814	\$313,814	\$313,814
Count						23				
Sum	Count					\$313,814	\$313,814	\$313,814	\$313,814	\$313,814
Count						1				
Sum	Count					\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
Count						1				
Sum	Count					\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Count						1				
Sum	Count					\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
Count						1				
Sum	Count					\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Count						1				
Sum	Count					\$2,600	\$2,600	\$2,600	\$2,600	\$2,600
Count						1				
Sum	Count					\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Count						1				
Sum	Count					\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Count						1				
Sum	Count					\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
Count						1				
Sum	Count					\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Count						1				
Sum	Count					\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
Count						1				
Sum	Count					\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Count						1				

Subtotal	Sum Count	24		\$137,210	\$137,210	\$137,210	\$137,210	\$137,210
Text-to-911	TCC	Det-24997	Carson	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-24998	Castro	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-24999	Childress	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25000	Collingsworth	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25001	Dallam	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25006	Deaf Smith	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25007	Donley	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25008	Gray	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25009	Hall	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25010	Hansford	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25011	Hemphill	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25012	Hutchinson	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25013	Lipscomb	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25028	Moore	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25029	Ochiltree	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25030	Oldham	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25031	Parmer	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25032	Sherman	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25033	Swisher	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25034	Wheeler	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	TCC	Det-25181	Armstrong	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Subtotal	Sum			\$31,500	\$31,500	\$31,500	\$31,500	\$31,500
	Count	21						
Subtotal	Sum			\$1,614,004	\$1,705,601	\$1,745,917	\$1,769,709	\$1,793,262
	Count	202						
	Sum			\$1,858,267	\$2,018,958	\$1,913,530	\$2,381,752	\$1,979,913
	Count	205						
	Sum			\$1,858,267	\$2,018,958	\$1,913,530	\$2,381,752	\$1,979,913
	Count	205						

ITEM 12

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Michael J. Peters, Deputy Executive Director, 9-1-1 Network Director
THROUGH: Dustin Meyer, Executive Director
SUBJECT: Agenda Item 12
Panhandle Regional 9-1-1 Network Purchase of Uninterruptable Power
Supply Equipment

BACKGROUND

The Panhandle Regional 9-1-1 Network has received funding to replace the 23 uninterruptible power supply units (UPS) that exist at the PRPC and Pampa Host sites as well as the 20 other 9-1-1 Public Safety Answering Points. These units provide backup power for the front and back room 9-1-1 equipment. These batteries keep equipment running until backup generators can take over at each call center. The existing units were purchased in March of 2010. As such, they are now older than 13 years old and are end of support with Eaton the manufacturer.

The recommended replacement for the aging Powerware 9170 UPS units is the Eaton 9PXM 4,000 KVA unit. The unit is compatible with the existing Make-Before-Break switches that would add considerable cost to any other UPS unit. As such we have obtained several quotes from different vendors from multiple government contracts to get favorable pricing. The best price we received was from CDW-G for \$7,000.83 per unit. Each unit is shipped with 1 power module and 2 battery modules. This purchase would include the following item totals:

- 23 – Eaton 9PXM Units as illustrated in the attached document
- 23 – Network Interface Cards
- 27 – Power modules, 9PXMSPPM, 4 spares
- 54 – Battery Packs, 9PXMBAT, 8 spares

After comparing MSRP and online pricing for the same unit, we feel that CDWG has provided reasonable pricing for units that should last and provide adequate power for outages. The total quoted cost for all units from CDWG is \$173,183.53.

Please find the attached Quote #NLRL379 and Eaton Information Sheets

RECOMMENDATION

Staff recommends PRPC Board of Directors authorize the Executive Director to contract with CDWG for the purchase of uninterruptible power supply units and additional power and battery units for the Panhandle 9-1-1 system.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

MICHEAL PETERS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NLRL379	7/13/2023	NLRL379	0860125	\$173,183.53

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Eaton 9PXM 4000VA 3600W 208-240V Modular Scalable Online 14U Hardwired TAA Mfg. Part#: 9PXM8S4K UNSPSC: 39121011 Contract: SYNnex GSA SCHEDULE (SLED) (47QTCA19D00MM)	23	5281823	\$7,000.83	\$161,019.09
Eaton 9PXM 4000VA 3600W Split-Phase Power Module Hardwired Input Output TAA Mfg. Part#: 9PXMSPPM UNSPSC: 39121006 Contract: SYNnex GSA SCHEDULE (SLED) (47QTCA19D00MM)	4	5268162	\$2,271.19	\$9,084.76
Eaton 9PXM UPS battery pack 2 required per slot 9PXM Battery Module Mfg. Part#: 9PXMBAAT UNSPSC: 26111710 Contract: SYNnex GSA SCHEDULE (SLED) (47QTCA19D00MM)	8	5268158	\$384.96	\$3,079.68

SUBTOTAL	\$173,183.53
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$173,183.53

PURCHASER BILLING INFO	DELIVER TO
Billing Address: PANHANDLE REGIONAL PLANNING COMM ACCOUNTS PAYABLE PO BOX 9257 AMARILLO, TX 79105-9257 Phone: (806) 372-3381 Payment Terms: Net 30-Expired	Shipping Address: PANHANDLE REGIONAL PLANNING COMM MICHEAL PETERS PO BOX 9257 AMARILLO, TX 79105-9257 Phone: (806) 372-3381 Shipping Method:
Please remit payments to:	



Sales Contact Info

Savanna Mann | 800.808.4239 | savanna.mann@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$173,183.53	\$4,596.29/Month	\$173,183.53	\$5,321.93/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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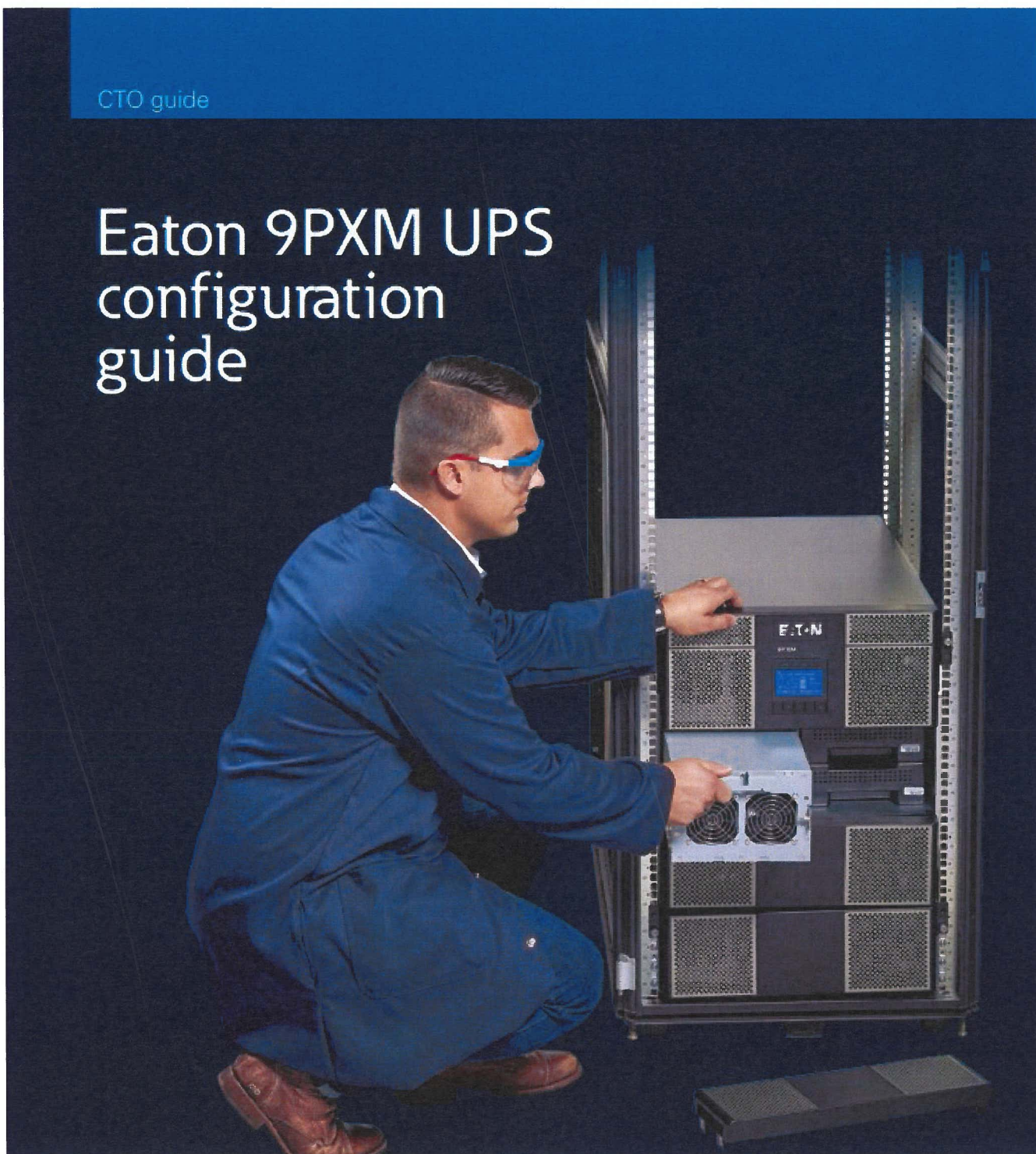
This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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CTO guide

Eaton 9PXM UPS configuration guide



EATON
Powering Business Worldwide

**A scalable, modular, flexible
solution for a wide range
of applications.**

9PXM pre-configured catalog numbers

Eaton 9PXM cabinets can be ordered using pre-configured catalog numbers or by using the configure-to-order (CTO) process. Outlined in the table below, pre-configured catalog numbers include a cabinet with power modules, battery modules and outlet configurations appropriate for the power rating and input/output configurations. To order options not offered by pre-configured catalog numbers, please proceed to the CTO guide on page 6.

Pre-configured systems with hardwire input and output

Catalog number	Power rating – split-phase	Input connection	Output connection	Dimensions (HxWxD, in.)	Wt. (lb)	Included items	Description	Qty.	List price
9PXM8S4K	4 kVA expandable to 12 kVA (N+X)	Hardwired	Hardwired	25 x 17.5 x 34.5	229	9PXM08AAXXX	Eaton 9PXM tower UPS 8-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$12,739
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	1	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	2	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM8S8K	8 kVA expandable to 12 kVA (N+X)	Hardwired	Hardwired	25 x 17.5 x 34.5	333	9PXM08AAXXX	Eaton 9PXM tower UPS 8-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$18,268
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	2	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	4	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM8S12K	12 kVA expandable to 12 kVA (N+1)	Hardwired	Hardwired	25 x 17.5 x 34.5	437	9PXM08AAXXX	Eaton 9PXM tower UPS 8-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$23,797
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	3	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	6	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM8S16K	16 kVA	Hardwired	Hardwired	25 x 17.5 x 34.5	541	9PXM08AAXXX	Eaton 9PXM tower UPS 8-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$29,326
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	4	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	8	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM12S8K	8 kVA expandable to 20 kVA (N+X)	Hardwired	Hardwired	36.5 x 17.5 x 34.5	378	9PXM12AAAAA	Eaton 9PXM tower UPS 12-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$19,005
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	2	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	4	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM12S12K	12 kVA expandable to 20 kVA (N+X)	Hardwired	Hardwired	36.5 x 17.5 x 34.5	482	9PXM12AAAAA	Eaton 9PXM tower UPS 12-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$24,534
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	3	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	6	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM12S16K	16 kVA expandable to 20 kVA (N+X)	Hardwired	Hardwired	36.5 x 17.5 x 34.5	586	9PXM12AAAAA	Eaton 9PXM tower UPS 12-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$30,063
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	4	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	8	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM12S20K	20 kVA expandable to 20 kVA (N+1)	Hardwired	Hardwired	36.5 x 17.5 x 34.5	690	9PXM12AAAAA	Eaton 9PXM tower UPS 12-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – Convertible to rack mount	1	\$35,592
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	5	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	10	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	

Pre-configured systems with hardwire input and receptacle output

Catalog number	Power rating – split-phase	Input connection	Output connection	Dimensions (HxWxD, in.)	Wt. (lb)	Included items	Description	Qty.	List price
9PXM8S4K-PD	4 kVA expandable to 12 kVA (N+X)	Hardwired	4) 5-20R (2) L6-30R	25 x 17.5 x 34.5	229	9PXM08BHXXX	Eaton 9PXM tower UPS 8-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$12,974
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	1	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	2	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM8S8K-PD	8 kVA expandable to 12 kVA (N+X)	Hardwired	4) 5-20R (2) L6-30R	25 x 17.5 x 34.5	333	9PXM08BHXXX	Eaton 9PXM tower UPS 8-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$18,503
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	2	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	4	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM12S8K-PD	8 kVA expandable to 20 kVA (N+X)	Hardwired	(8) 5-20R (2) L6-20R (2) L6-30R (2) L14-30R	36.5 x 17.5 x 34.5	378	9PXM12BBFHJ	Eaton 9PXM tower UPS 12-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$19,540
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	2	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	4	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM12S12K-PD	12 kVA expandable to 20 kVA (N+X)	Hardwired	(8) 5-20R (2) L6-20R (2) L6-30R (2) L14-30R	36.5 x 17.5 x 34.5	482	9PXM12BBFHJ	Eaton 9PXM tower UPS 12-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$25,069
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	3	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	6	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM12S16K-PD	16 kVA expandable to 20 kVA (N+X)	Hardwired	(8) 5-20R (2) L6-20R (2) L6-30R (2) L14-30R	36.5 x 17.5 x 34.5	586	9PXM12BBFHJ	Eaton 9PXM tower UPS 12-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$30,598
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	4	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	8	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	
9PXM12S20K-PD	20 kVA expandable to 20 kVA (N+1)	Hardwired	(8) 5-20R (2) L6-20R (2) L6-30R (2) L14-30R	36.5 x 17.5 x 34.5	690	9PXM12BBFHJ	Eaton 9PXM tower UPS 12-slot chassis 110V/220V, 120V/208V, 120V/240V, 127V/220V – convertible to rackmount	1	\$36,127
						9PXMSPPM	Eaton 9PXM split-phase power module 4 kVA	5	
						9PXMBAT	Eaton 9PXM battery module (2 per slot)	10	
						Network-M2	Network-M2 card, mini-slot, ethernet, sensor	1	

Configuring your 9PXM UPS

Select a CTO number to reflect the cabinet style, isolation requirements, input/output configurations and branding options for both standard and OEM applications. Make selections in sequential order.

As you select options, they will become part of the CTO number.

Sample CTO number: 9PXM08AAXXX.

Power modules, battery modules, external battery cabinets, bypass switches and other external options will need to be ordered as separate line items.

Base unit

Base model	CTO order
9PXM	9PXM

Cabinet style

Cabinet size	CTO order	Base price
8-slot cabinet	08	\$6,581
12-slot cabinet	12	\$7,317

Output connections

Output connection configuration is designated by five digits within the unit CTO number allow you to select up to a maximum of five different types of receptacles.

- Eight-slot chassis (maximum 2 bays)
- Twelve-slot chassis (maximum 5 bays)
- Outlet quantities per panel are pre-set (e.g. CTO code B below is for four 5-20R)
- Enter desired outlet configuration from bottom to top (digit 9 of the CTO number will be installed in the bottom outlet panel, digit 10 in the panel above it, etc.)
- For an eight-slot chassis, digits 9-11 will always be XXX (ex: BEXXX)

Cabinet size	Outlets per panel	CTO order code	Option price per panel
Blank	0	A	\$0
5-20R	4	B	\$85
C13	8	C	\$100
C19	4	D	\$100
L5-20R	2	E	\$100
L6-20R	2	F	\$135
L5-30R	2	G	\$130
L6-30R	2	H	\$150
L14-30R	2	J	\$135
IEC309	1	K	\$80

Designated slot	Output connection (digits 7-11)
1 bottom slot	
2	
3	1
4	1
5 top slot	1

1. Not available on 8-slot models. Digit is always "X."

Non CTO options

Power modules, battery modules, external battery cabinets, bypass switches and other external options are not a part of the CTO number and need to be ordered as separate line items.

Power modules

Type	Description	Catalog number	List price
Split-phase	4 kVA/3.6 kW	9PXMSPPM	\$4,129

Batteries and battery accessories

Option	Catalog number	List price
Battery module (two required per slot)	9PXMBAT	\$700
20-amp optional charger module ¹	9PXMCHGR	\$3,973
8-slot external battery enclosure – black	9PXM08SEBM	\$5,559
12-slot external battery enclosure – black	9PXM12SEBM	\$6,504
8-slot connected external battery enclosure – black	9PXM08SEBM-C	\$7,026
12-slot connected external battery enclosure – black	9PXM12SEBM-C	\$7,971

1. Same form factor as power module.

External bypass power module Price effective April 15, 2020

Chassis description	Receptacle configuration	Catalog number	List price
125A	None	BPM125HW	\$2,792
	(6) L14-30R	BPM125AR	\$4,115
	(3) L14-30R and (3) L6-20R	BPM125BR	\$4,115
	(6) C19 and (3) L14-30R	BPM125CR	\$4,115
	(6) 5-20R ¹ and (3) L14-30R	BPM125DR	\$4,115
	(6) 5-20R ¹ and (3) L6-30R	BPM125ER	\$4,115
	(3) L6-30R and (3) L6-20R	BPM125FR	\$4,115

1. Three duplexes.

Other external options

Option	Catalog number	List price
Rackmount Kit	9PXM RK	\$738
Floor anchoring kits	9PXM FAK	\$428

Communication options Price effective October 15, 2020

Option	Catalog number	List price
Network card	Network-M2	\$455
Relay card	Relay-MS	\$154

The cabinet CTO worksheet

Item	UPS CTO order code					Extended list price	Discount	Net price
9PXM base	9PXM							
Number of slots								
Output connections								
Cabinet color								
Complete CTO number	9PXM							
Cabinet subtotal								
Other components		Part #	Qty.	Extended list price	Discount	Net price		
Power modules		9PXMSPPM						
Battery modules (2 per slot required)		9PXMBAT						
20-amp optional charger		9PMXCHGR						
External battery cabinet				Extended list price	Discount	Net price		
Battery cabinet selected:								
External maintenance bypass switch				Extended list price	Discount	Net price		
External maintenance bypass switch selected:								
Other options		Part #	Extended list price	Discount	Net price			
Rackmount kit		9PXM RK						
Floor anchoring kit		9PXM AK						
Subtotal								
Special instructions:							Freight	
							Insurance	
							Tax/duty	
							Quote total	



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ITEM 13

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Jarian Fred, Local Government Services Program Specialist
THROUGH: Dustin Meyer, Executive Director
SUBJECT: Agenda Item 13
Canadian-Upper Red River Regional Flood Planning Group-Administrative Services

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 2020, issued a solicitation seeking Political Subdivisions to sponsor the Regional Flood Planning Groups (RFPG). Following the model of the Regional Water Planning Groups, each Regional Flood Planning Group is responsible for designating a sponsor to apply for funding and to otherwise support the planning process. Specific administrative costs directly expended supporting the RFPG, will be eligible for reimbursement through the TWDB grant contract according to 31 TAC Chapter 361 Rule § 361.72.

The Region-1 Canadian-Upper Red River Regional Flood Planning Group covers a total of 44 counties, 29 full and 15 partials from the Texas Panhandle to Wichita Falls. The Region-1 RFPG held their first meeting on October 26, 2020, which was conducted by the TWDB. Since then, the PRPC was selected and has operated as the Political Subdivision and sponsor of this body pursuant to Texas Administrative Code 361.12(a)(1) which requires RFPG's to designate a Political Subdivision as a planning sponsor. The first round of Regional Flood Planning was conducted from 2020-2023. The PRPC assisted the Region-1 RFPG in adopting the region's first Regional Flood Plan in the December 7, 2022 meeting. The Region-1 Regional Flood Plan was submitted to the TWDB on January 9, 2023, and the amended plan was submitted on July 14, 2023. The submission of the amended 2023 Regional Flood Plan was the final major deliverable for this first cycle of planning.

As such, we are now preparing for the second cycle of Regional Flood Planning anticipated to proceed from 2023-2028. The Region-1 RFPG designated the PRPC as the Political Subdivision and sponsor for the second Regional Flood Planning cycle at the June 28, 2023 meeting. As the Political Subdivision and sponsor, the next step will be to write and develop an application for funding. It was anticipated that the Texas Water Development Board will issue a Request for Applications in October or November of this year, which is estimated to be due 30-90 days after the request is issued.

This agenda item is to authorize PRPC to continue to serve as the Political Subdivision of the Region-1 RFPG and to develop and submit an application for funding to the Texas Water Development Board. Any potential agreement between the PRPC and the Texas Water

Development Board to continue to provide administrative services will be brought back to this body for further consideration.

RECOMMENDATION

PRPC recommends that the Board of Directors authorize PRPC to continue to serve as the Political Subdivision for the Region-1 Canadian-Upper Red River Regional Flood Planning Group and to develop and submit to the Texas Water Development Board an application for funding for the Second Planning Cycle.

ITEM 14

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Daphne Morcom, Regional Services Program Specialist
THROUGH: Dustin Meyer, Executive Director
SUBJECT: Agenda Item 14
FY2024/2025 Regional Solid Waste Management Program Contract

BACKGROUND:

Each biennium the PRPC receives funds from the Texas Commission on Environmental Quality (TCEQ) to administer a Regional Solid Waste Management Program. The activities of the Grant Program are overseen by the Regional Solid Waste Management Advisory Committee (RSWMAC) and the PRPC Board of Directors.

Historically at the beginning of each biennium, a Funding Plan was developed by the RSWMAC to determine the use of funds received from the TCEQ. That Plan was then presented at a public meeting to interested parties. This Funding Plan was then reviewed by the PRPC Board of Directors for certification by the PRPC Executive Director, who submits the Plan to TCEQ for final review. The TCEQ has eliminated the Funding Plan and Public Meeting requirement for the upcoming biennium.

The TCEQ has advised PRPC staff that the FY 2024/2025 allocation will be \$338,610.00 (\$169,305.00 per year) for the biennium. This memo includes the contract and select portions of the current Regional Solid Waste Management Plan for your consideration.

RECOMMENDATION:

PRPC staff recommends the PRPC Board of Directors approve the FY2024/2025 Regional Solid Waste Management Program Contract and direct the Executive Director to sign and submit to the TCEQ.

I. Plan Priorities

Regional Solid Waste Management Plan Priorities

- #1. To maintain/develop local source reduction, waste minimization, reuse, recycling and composting programs to conserve disposal capacity and resources.
- #2. To develop regional cost-effective, efficient and environmentally suitable solid waste management systems.
- #3. To develop programs to assist regional and local entities in controlling and stemming illegal and improper disposal practices.
- #4. To develop, recommended administrative structures to ensure local control over future systems operations and siting of future landfills.
- #5. To ensure on a regional basis, an adequate level of continued disposal capacity.

II. Grant Project Categories

Category 1: Recycling and Waste Reduction Projects

Category 2: Composting & Wood/Yard Waste Reduction Projects

Category 3: HHW Projects

Category 4: Law Enforcement Projects

Category 5: Litter and Illegal Dumping Cleanup Projects

Category 6: Rural Municipal Solid Waste Facilities

Category 7: Technical Studies and Local Solid Waste Management Plans

III. Funding Allocation and Priorities

- The PRPC will not place any priority on any of these categories.
- Under category 7, technical studies and local solid waste management plans are limited to no more than ten (10) percent of the total grant budget available for the biennium.
- The FY 2024/2025 grant program will allow for an open competition for all available funds.
- The PRPC will not allocate blocks of funds for each of the Panhandle's sub- regions, establish category funding limits or grant award funding caps.

IV. Project Selection Process

The Panhandle Regional Solid Waste Management Advisory Committee (RSWMAC) will be responsible for the initial prioritization of the region's FY 2024/2025 grant projects. The RSWMAC will consider the following criteria while reviewing and prioritizing the FY 2024/2025 Regional Solid Waste Grants applications.

A. PROJECT DESCRIPTION

B. IMPLEMENTATION PROGRAM

C. PROJECT IMPACT

D. LEVEL OF COMMITMENT

V. Private Industry Considerations

In accordance with Section 361.014(b) of the Texas Health & Safety Code, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

Texas Commission on Environmental Quality



CONTRACT SIGNATURE PAGE

Contract Name: Regional Solid Waste Grant
 Contract Number: 582-24-50094
 Performing Party: **Panhandle Regional Planning Commission**
 Performing Party Identification Number: 1-7513172910
Maximum Authorized Reimbursement: \$338,610.00 [FY24-\$169,305.00/ FY25-\$169,305.00]

Effective Date: 09/01/2023 Date of last signature
 Expiration Date: 08/31/2025 Last day of Fiscal Year in which the Contract was signed

If checked, this Contract requires matching funds. Match Requirement:
 If checked, this Contract is funded with federal funds.

CFDA Number: Not Applicable
 Federal Grant Number: Not Applicable

This Contract is entered under: Gov't Code ch. 771 Gov't Code ch. 791 Water Code § 5.124

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

**Texas Commission on
 Environmental Quality (TCEQ)**

**Panhandle Regional Planning Commission
 (Performing Party)**

 Authorized Signature

 Authorized Signature

Beth Seaton

 Printed Name

Dustin Meyer

 Printed Name

Director

 Title

Executive Director

 Title

 Date

 Date

Procurements & Contracts Representative

Aaron Stoke - CTCD, CTCM

 Printed Name

 Date

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment, or update as allowed by the Contract, and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Contract Signature Page
- Contract Documents List
- Special Terms and Conditions
- Scope of Work
- General Terms and Conditions
- Cost Budget
(see Attachment 1 - approved Application documents Form 5, incorporated by reference)
- Notices, Project Representatives, and Records Locations
- Attachment 1 - TCEQ approved Regional Council of Governments Application and any changes approved during the Contract Period
(separate Excel document, incorporated by reference)
- Attachment 2 - Regional Council of Governments Application Template
(separate Excel document, incorporated by reference)
- Attachment 3 - TCEQ - Regional Solid Waste Grant Program Administrative Procedures
(separate PDF document, incorporated by reference)

SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over all other Contract Documents.

1. **Statutory Authority.** The Statutory Authority for this Contract is the General Appropriations Act for the 2024-25 Biennium (88th Legislature Regular Session), Method of Financing, General Revenue Fund - Dedicated, Solid Waste Disposal Account No. 5000, and Texas Health and Safety Code § 361.014(b).
2. **Availability of Funds.** The source of the funds provided by the TCEQ under this Contract is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code § 361.013, and the Municipal Solid Waste Disposal Account, as set forth in Texas Health and Safety Code § 361.014(d). The parties agree that TCEQ's obligations under this Contract are contingent upon the continued availability of sufficient funds in the Municipal Solid Waste Disposal Account. TCEQ may terminate this Contract if funds become unavailable due to lack of fees collected, legislative changes, or demands upon the funds described above that are necessary to protect the health and safety of the public. The Performing Party shall place this notice in all subgrants and contracts.
3. Performing Party agrees to perform activities described in this Contract, which may be a modification of the Application submitted to TCEQ.
4. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and are in arrears in their fee payments, as determined by the TCEQ, are not eligible to receive subgrant or contract funding from the Performing Party. The Performing Party shall allow a potential subgrant or contract applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the Performing Party with documentation of payment of the fees, such as a canceled check or receipt from the state, the Performing Party may consider that applicant to be eligible to receive subgrant or contract funding under this Contract.
5. The Performing Party is responsible for ensuring that subrecipients and contractors have all necessary permits, meet all other legal requirements to perform the activities, are qualified to perform the activities, and are not in arrears on any penalties owed to TCEQ.
6. Local and regional political subdivisions that are barred from participating in state contracts by the Texas Comptroller of Public Accounts (CPA) under the provisions of § 2155.077, Texas Government Code, and Title 34 Texas Administrative Code (TAC) § 20.585, CPA Regulations, are not eligible to receive subgrants or contracts from the Performing Party.
7. The activities funded under this Contract, both projects conducted by the Performing Party or as a part of a subgrant, shall be in accordance with all provisions of this Contract, all applicable federal, state and local laws, rules, regulations, and guidelines. The main governing requirements include, but are not limited to, the following standards.
 - 7.1 Texas Health and Safety Code Chapters 361, 363, and 364.
 - 7.2 TCEQ rules Title 30 TAC Chapter 330, Subchapter O.
 - 7.3 TCEQ rules Title 30 TAC Chapter 14.
 - 7.4 The Uniform Grant and Contract Management Act, Texas Government Code, § 783.001 et seq., the Uniform Grant and Contract Standards, 34 TAC §§ 20.456 - 20.467 (although the rules were repealed by the Texas Comptroller of Public Accounts effective March 14, 2021, the rules are applicable by agreement under this grant), and the Texas Grant Management Standards (TXGMS) issued by CPA and formerly by the Texas Office of the Governor.
 - 7.5 Texas General Appropriations Act, 88th Legislature Regular Session, including Article IX, Part 4.

- 7.6 Texas Chapter 391 of the Local Government Code and related rules.
8. **Administrative Procedures.** The Performing Party agrees to follow those administrative procedures identified in this Contract, including the Regional Solid Waste Grants Program (RSWGP) Administrative Procedures (Attachment 3), in performance of the deliverables identified within this Contract.
 9. **Electronic Signature.** Electronic signatures may be used on the Performing Party's Grant Application (**Attachment 1**), budget amendments, reports, and correspondence provided that the owner of the electronic signature approves the use of their signature for that purpose. A scan of an original signature is also acceptable. Signatures must be dated.
 10. **Distribution of Funds.** The TCEQ shall disburse payments to the Performing Party throughout the biennium. Distribution amounts shall be apportioned among the twenty-four (24) Councils of Governments (COGs) in accordance with the allocation formula established by the TCEQ, and shall not exceed the total budget for each fiscal year. The Application must be submitted by January 31st of the first year of the biennium. Except for the potential pre-payment, TCEQ will not release funding to the Performing Party until the Application is approved by TCEQ. If after approval of the Application, the Performing Party does not work in good faith, including in a timely manner, TCEQ may suspend payments.
 - 10.1 **Pre-payment Option.** Within the first quarter of this Contract, TCEQ may make a one-time pre-payment of funds up to twelve and a half percent (12.5%) of the Maximum Authorized Reimbursement amount for the first year of the Contract (total annual budget).
 - 10.2 **Costs Prior to TCEQ Approval of Application.** The Performing Party may incur costs for preparing the Application prior to TCEQ providing the Performing Party a Notice to Commence. The actual costs of preparing the Application may not exceed 12.5% of the Maximum Authorized Reimbursement amount for the first year of the Contract (total annual budget). Prior to TCEQ approval of the Application, the Performing Party must obtain prior, written approval from TCEQ to incur costs for activities other than the development of the Application.
 - 10.3 **Reimbursement Payment Method.** TCEQ, at its discretion and at any time during the term of this Contract, may convert to a reimbursement-only payment method for this Contract, in accordance with the General Terms and Conditions of this Contract.
 11. **Federally-Insured, Interest-Bearing Account; Specific Local Government Investment Pools; and Earned Interest.** All funds received by the Performing Party, including interest earned, shall be placed in a federally-insured, interest-bearing account or TexPool or TexPool Prime as authorized under Texas Government Code Chapter 2556. Interest earned by the Performing Party under this Contract may be utilized in any other budget category including implementation projects. The Performing Party must report earned interest expenses in the worksheet of the Financial Status Reports (FSRs). Performing Party must notify TCEQ when moving earned interest into the next biennium. Expenditures of earned interest must be tracked as a separate budget from the regular approved budget.
 12. **End of Biennium Unexpended Funds.** The Performing Party must submit a plan to the TCEQ to seek direction on expense of any remaining funds. Such plan shall consist of a letter of request which clearly delineates intended use of all remaining funds, as well as explaining why the funds were not spent. The letter must be submitted by December 31st occurring after the end of the biennium, along with or before the final FSR and Release of Claims.
 13. **Application.**
 - 13.1 **General.** The Performing Party's Application provides information to the TCEQ and the general public on how funds will be spent over the term of this Contract. The Application is compared to each FSR after they are submitted to ensure funds are spent in accordance with the approved Application.
 - 13.2 **Submission.** The Performing Party must complete and submit the Application in electronic format using templates provided by TCEQ. The documents shall be signed by an authorized signatory of the Performing Party and must be submitted no later than **January 31, 2024**. If the documents are not submitted by the required due date,

the Performing Party must submit a letter, by **January 31, 2024**, from the Performing Party's Executive Director addressed to the TCEQ Grant Manager requesting a delay, providing a reason for the delay, and proposing an extended due date. TCEQ may approve the extended due date or request additional information by email.

If the Contract is extended by amendment for an additional biennium, the Application shall be submitted no later January 31st of the first year of the added biennium. If these documents are not submitted by the required due date, a letter must be submitted as required above for the first biennium of the Contract. The Performing Party is encouraged to provide the documents earlier than the due date(s).

Even if an extended due date for the Application is approved, TCEQ may suspend payments of funding under the Contract until the Application is submitted. Failure to provide the Application is considered nonconforming performance and the remedies applicable to nonconforming performance included in the article of the General Terms and Conditions titled, *Disputes, Claims and Remedies*, may be applied by TCEQ.

13.3 Initial Review of the Application and Implementation Projects.

13.3.1 **Application.** TCEQ will review the Application and upon TCEQ approval of the Application, TCEQ shall provide the Performing Party a Notice to Commence, with the activities in the Application except implementation projects. The Application becomes **Attachment 1** to this Contract.

13.3.2 **Implementation Projects.** To request approval of each implementation project, the Performing Party must provide the information required in the RSWG Administrative Procedures to TCEQ. TCEQ will review each project and provide a Notice to Commence with the approved Implementation Projects.

13.3.3 **Blanket delegated approval for Projects option.** The Performing Party's governing body or designee may approve a blanket approval for specific project types. The approval must be submitted to TCEQ for review for approval. If TCEQ also approves, the Performing Party may use the blanket approval for the specific project type, instead of requesting approval by TCEQ of each project. The projects must meet the criteria in the Attachment 3.

14. Budget and Budget Adjustments.

14.1. The initial budget for this Contract is contained in the approved version of the Performing Party's Application (**Attachment 1**). The Performing Party will not be reimbursed for activities that are not included in the Performing Party's approved Application. The Performing Party will not be reimbursed for expenses in excess of the budget category amounts shown in each fiscal year's budget column, unless changes are made to the budget categories in accordance with the requirements in this Contract.

14.2. Budget Adjustments.

14.2.1 **Cumulative transfer of funds equal to or less than ten percent (10%) of the Total Annual Budget.** Performing Party may transfer amounts between the approved direct cost budget categories that do not cumulatively exceed 10% of the total annual budget, with the exception of moving funds out of the Implementation Project category in the Budget. Budget adjustments are submitted in the FSR and can be submitted prior to the deadline for submission of the FSR. The Performing Party does not have to wait for approval for these budget revisions prior to incurring costs with the exception of items that have not been pre-approved in the Application. Performing Party may submit pre-approval request through email. The 10% limit does not reset with the acceptance of each FSR. It resets when TCEQ provides prior approval for a cumulative change greater than 10% of the annual budget.

- 14.2.2 **Cumulative transfer of funds greater than 10% of the Total Annual Budget.** The Performing Party must request prior, written approval from TCEQ for all budget revisions that result in the cumulative transfer of greater than 10% of the total annual budget between direct cost budget categories. The Performing Party must submit a written justification and show the budget adjustments in a draft FSR.
- 14.2.3 **Transfers Funds from Implementation Project Budget.** The Performing Party must seek written, prior approval from TCEQ prior to transferring funds out of the Implementation Project category in the Budget. The Performing Party must submit a written justification and show the budget adjustments using the FSR form.
- 14.2.4 The Performing Party may not transfer funds to budget categories containing zero dollars without TCEQ pre-approval in writing, including email.
- 14.3. All negative budget categories shall be adjusted prior to submitting the quarterly FSRs.
15. **Budget Category Expense Records and Documentation.** The Performing Party shall maintain expenditure documentation to show the work was performed and that the expense was incurred and paid. Expense documentation shall be in accordance with this Contract and TXGMS, including supporting reasonable expenditures necessary to this Contract, and shall be maintained at the COG and not provided with each FSR unless directed by the TCEQ to do so. Expense record documentation shall be conducted per TXGMS. Budget category expenses not addressed in the following will be administered per the Contract requirements, including the Special Terms and Conditions and TXGMS. The Performing Party must follow all applicable laws, regulations, and TxGMS procurement standards, including requirements regarding competitive bidding and competitive proposals.
- 15.1 **Personnel/Salary.** The Performing Party's employee positions covered in this Contract are set forth in **Attachment 1**.
- 15.1.1 The Performing Party shall maintain time sheets that have been signed by the employee and approved by the supervisory official having firsthand knowledge of the work performed by the employee.
- 15.1.2 Any changes to the Personnel/Salary positions covered in **Attachment 1** of the Contract, must be submitted to the TCEQ immediately when a change occurs, if there is an impact to the budget, or quarterly. The changes include monthly salary, percentage of time allocated to a position, budget by position and by either adding or deleting positions.
- 15.2 **Travel.** Travel expenses are allowed as set forth in **Attachment 1**.
- 15.2.1. Additional non-routine travel expenses may be authorized as follows:
- 15.2.1.1 Any travel outside of the State of Texas by employees of the Performing Party to be reimbursed under this Contract must be authorized, in writing, including email, by the TCEQ prior to the travel expenses being incurred and documented in the appropriate quarterly FSR.
- 15.2.1.2 Any travel expenses for an employee not included in the Authorized Personnel list in **Attachment 1** or for persons not employed by the Performing Party, except in the case of a Solid Waste Advisory Committee (SWAC) member's travel to attend SWAC meetings, must be authorized, in writing, including email, by the TCEQ, prior to the travel expenses being incurred.
- 15.2.2. The Performing Party shall maintain travel documentation, which, at a minimum, is consistent with TXGMS and this Contract, identifies the purpose of the travel, and is supported with actual receipts for hotel accommodations, public transportation, airfare, and other travel expenses. Such travel documentation shall be submitted to TCEQ upon request.

- 15.3 **Supplies.** Expenses included under the Supplies expense category of the budget set forth in **Attachment 1** shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than \$5,000, excluding shipping, handling, freight, tax, and similar costs. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the Performing Party in a relatively short period of time, in the regular performance of the activities funded under this Contract. TCEQ may request that certain supplies be listed under the "Other" category.
- 15.3.1 Supplies expenditure documentation to be maintained by the Performing Party includes receipts, purchase orders (if issued) or invoices marked paid, and canceled checks.
- 15.4 **Equipment.** Expenses included under the Equipment expense category of the budget set forth in **Attachment 1**, including vehicles, shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more with an estimated useful life of over one year.
- 15.4.1 The Performing Party must seek TCEQ prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expenses list in the appropriate quarterly FSR
- 15.4.2 Equipment expenditure documentation to be maintained by the Performing Party includes receipts, purchase orders (if issued) or invoices marked paid, and canceled checks.
- 15.4.3 Subject to the obligations and conditions set forth in state law and TxGMS, title to equipment acquired under this Contract will vest upon acquisition in the Performing Party or if acquiring under a subgrant, title vests in the subrecipient, if the subrecipient is a local government. Vehicles and other equipment purchased through this Contract shall be used exclusively for the activities authorized by this Contract or a subsequent, similar grant from TCEQ for the useful life of the vehicles and other equipment purchased.
- 15.5 **Contractual.** Expenses included under the Contractual expense category of the budget set forth in **Attachment 1** shall be for costs for services or tasks provided by a firm or individual who is not employed by the Performing Party.
- 15.5.1 No expenses included under the Contractual expense category of the budget set forth in **Attachment 1** shall be allowed under this Contract unless the contractor, contract amount, and scope of work are approved ahead-of-time by the TCEQ, in writing, including emails, and included on the list of authorized Contractual expenses or in the appropriate quarterly FSR.
- 15.5.2 The Performing Party shall maintain evidence that the contract price is reasonable, necessary, and allocable to this Contract. The evidence of reasonability may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the TXGMS, which must be in compliance with applicable state law and regulations for the activity or service for which the Performing Party is contracting. Expenditure documentation to be maintained by the Performing Party includes receipts, purchase orders (if issued) or invoices marked paid, and canceled checks. The Performing Party shall maintain monitoring plans, monitoring desk reviews, liability insurance documents, and site visit reports, to document oversight and review of the subrecipients' expenses.
- 15.5.3 Any amendment to a Performing Party contract authorized for reimbursement under this Contract, which will result in or require substantive changes to any of the tasks required to be performed under this Contract, must be approved in writing, including email by the TCEQ prior to the Performing Party incurring costs.

- 15.6.1 **Implementation Projects.** Expenses included under the Implementation Project expense categories of the budget set forth in **Attachment 1** shall be for approved subgrant and COG-Managed projects, as authorized under this Contract. If the Performing Party performs the implementation project using a contractor, instead of a subrecipient, the performing party shall maintain the same documentation as required for the contractual budget category.
- 15.6.2 The Performing Party shall maintain documentation of subrecipients' expenses, copies of all risk assessment documents, monitoring plans, monitoring desk reviews, liability insurance documents, and site visit reports prepared under the Performing Party's fiscal monitoring program, to document oversight and review of the subrecipients' expenses.
- 15.6.3 For each authorized implementation project, the Performing Party shall indicate on the appropriate FSR the TCEQ assigned project number, the authorized funding for that project, the outlays for the report period, the cumulative (total to date) outlays for that project, and the remaining balance for each project. In addition, for each subgrant for which an outlay is listed for the reporting period, the Performing Party shall maintain, for each reimbursable cost listed on the supplemental form, legible documentation that (1) clearly identifies the subrecipient, and (2) confirms the reimbursable amount shown on the form. This documentation shall be a signed request for reimbursement form from the subrecipient marked "paid", or a similar document used by the Performing Party to receive and process reimbursement requests from subgrant recipients. The requirements in this Subarticle do not change the requirements in TXGMS regarding the Performing Party and subrecipients' review and retention of backup documentation for project costs.
- 15.7 **Other Expenses.** All expenses under the "Other" expense categories of the budget set forth in **Attachment 1** shall be in connection with the tasks and activities to be performed under this Contract. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.
- 15.7.1. The Performing Party must seek TCEQ prior approval for any expense that are not included in Attachment I to ensure that expenditures charged under the "Other" budget category are allowable. All expenses must be itemized in the appropriate quarterly FSR. .
- 15.8 **Indirect Cost Rate.** Indirect and Fringe Benefit Cost Rates will be described in the Approved Application documents and shall be calculated per TXGMS or 2 Code of Federal Regulations Part 200. If the Performing Party has a pre-determined rate from its Federal Cognizant Agency or the State Coordinating Agency (source will depend on source of grant funding and amount), send TCEQ the approved letter and any subsequently-updated letters. If the Performing Party does not have a predetermined rate, but are in the process of getting one, provide TCEQ the indirect cost proposal that the Performing Party will submit to the Federal Cognizant Agency or State Coordinating Agency. If you do not plan to get a rate, you may use the default rate, which is a standard rate of ten percent of salary/wages that is used in lieu of determining the actual indirect costs of the activities.
- 15.9 **Additional Expense Records.** If requested by the TCEQ, the Performing Party agrees to provide to the TCEQ the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the TCEQ. The TCEQ will provide reasonable time for the Performing Party to comply with a request for additional records. The TCEQ will allow the Performing Party reasonable time to respond to any findings of noncompliance or other problems identified by the records review.
16. Subarticle 1.2.1 of the General Terms and Conditions is replaced with the following:
- 1.2.1. **Material Changes.** Material changes to the contract require a written amendment signed by both parties. These Amendments take effect when signed by the Performing

Party and TCEQ, unless otherwise designated in the Amendment. Material changes include:

- 1.2.1.1. Changes in the total amount of funds in the Budget or Contract;
- 1.2.1.2. Changes to the Contract's Expiration Date;
- 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature;
- 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract; and
- 1.2.1.5. Transfers between the authorized amounts of expenditures in the Budget Categories if the cumulative changes are greater than 10% of the yearly budget.

17. Subarticle 1.2.3. of the General Terms and Conditions is replaced with the following:

1.2.3 Minor Changes. The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written Amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, Application (**Attachment 1**), or implementation projects, or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change (date of issuance). A copy of the agreed change must be retained in the appropriate file by both the Performing Party and TCEQ.

1.2.3.1. Minor, non-material changes include:

- 1.2.3.1.1. Changes to the schedule in the Scope of Work, Application (**Attachment 1**), or implementation projects, including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
- 1.2.3.1.2. Changes to the individual tasks in the Application (**Attachment 1**), or implementation projects that do not substantially change the obligations of the Parties relative to those tasks; and
- 1.2.3.1.3. Transfers between the authorized amounts of expenditures in the Budget Categories if the cumulative changes are equal to or less than 10% of the yearly budget.

18. **Level-of-Effort Certification.** Subarticle 4.3 *Reimbursement* of the General Terms and Conditions is replaced to include the following:

4.3 Level-of-Effort Certification. Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on percentage of the employee's time performing activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or 2 CFR § 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.

If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of certification into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification form. The LEC form must be completed and submitted with each invoice, unless otherwise approved by TCEQ in writing.

19. Subarticle 4.6 *Release of Claims* of the General Terms and Conditions is replaced with the following:

4.6 Release of Claims. As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract with its final FSR for FY 24/25 funding. The Release of Claims Form is found in the FSR workbook. If the Contract is extended by

amendment for an additional biennium, the Performing Party also shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract with its final FSR for the added biennium.

- 20. **Auditing.** If the Performing Party is required by TXGMS to obtain a Single Audit or program-specific audit and the audit is not posted on the Federal Audit Clearinghouse website, the Performing Party shall provide the audit to TCEQ immediately upon the completion of the audit and provide the Performing Party's management decisions.
- 21. **Material Reliance.** TCEQ materially relies on all certifications and information provided by the Performing Party.
- 22. **Reimbursed Items and Data.** In addition to the licenses granted in the General Terms and Conditions Subarticles titled Third Party Intellectual Property and Grant of License of the General Terms and Conditions, TCEQ may, or may authorize a TCEQ grantee to, do the following: use, reproduce, publish, or modify intellectual property or other items or data developed with TCEQ funds, which were provided/reimbursed under this agreement, to perform actions on any grant that is fully- or partially-funded by TCEQ or for a non-commercial-TCEQ or State-of-Texas purpose when such use promotes efficient and effective use of TCEQ grant funds. Performing Party is responsible for obtaining all intellectual property licenses necessary to fulfill this requirement and providing documentation to TCEQ on the use of any intellectual property.
- 23. Subarticle 6.1 *Performing Party's Responsibility for the Scope of Work* of the General Terms and Conditions is replaced with the following:

6.1 Performing Party's Responsibility for the Scope of Work. Although TCEQ approves Performing Party projects for funding under this Contract, the Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance. As part of being responsible for the Scope of Work as its own project, for potentially hazardous activities or loaning of equipment that could cause injury, the Performing Party agrees to undertake the following or to require its subrecipients or contractors to do the following: undertake full responsibility for obtaining necessary releases of liability and having a safety plan, including from volunteers, and borrowing agreements, regarding equipment; and requiring control, care, and maintenance of equipment and any necessary safety training. The Performing Party shall not allow the subrecipient or contractor to lend equipment.

*****END OF SPECIAL TERMS AND CONDITIONS*****

SCOPE OF WORK

I. INTRODUCTION AND DESCRIPTION OF ACTIVITIES

The purpose of this grant is for the Performing Party to implement the activities set forth in Texas Health and Safety Code § 361.014(b). This Scope of Work is a general description of Performing Party grant activities for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives, including updating and maintaining the RSWMP. The obligations identified within this document apply to each subrecipient (also known as a subgrantee) as well as the Performing Party.

II. ELIGIBILITY

Only those local and regional political subdivisions located within the State of Texas, as set forth in this Article, are eligible to receive funding from the Performing Party for an implementation project. Federal entities are not eligible to receive funds under this Contract. Eligible entities include the following:

1. Cities;
2. Counties;
3. Public schools and school districts (does not include Universities or post-secondary educational institutions);
4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities; and
5. Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

III. FINANCIAL ADMINISTRATION OF SUBGRANTS

1. The Performing Party agrees to establish and administer a financial management program to make reimbursements to subrecipients for authorized expenditures and to ensure that the expenditures by the subrecipients were incurred, reasonable, necessary, and allocable to the project. In administering a financial management system, the Performing Party shall adhere to the specific standards and requirements set forth in this Contract, the Texas Grant Management Standards (TxGMS), and all applicable laws and regulations. The Performing Party may institute more stringent standards and requirements than are set forth in this Article unless more stringent standards or requirements are disallowed by law or regulation.
 - 1.1. The subgrant agreements shall include a budget, broken down into individual categories consistent with the budget categories used in this Contract.
 - 1.2. The Performing Party shall include the applicable minimum financial standards and controls as set forth in this Contract in all agreements with subrecipients;
 - 1.3. Payments by the Performing Party to subrecipients shall be solely for reimbursement of actual allowable costs, with no payments in advance. No subgrant may be made on a fixed-amount of cost reimbursement unless this method is specifically approved by the TCEQ based on supporting evidence of the proposed subrecipient's actual costs;

- 1.4. The Performing Party may allow a subrecipient to account for expenses incurred and request reimbursement of outlays under either a cash or accrual basis, as defined and authorized under the TxGMS. To be eligible for reimbursement by the Performing Party, a cost must have been incurred and either paid by the subrecipient prior to claiming reimbursement from the Performing Party or incurred by the last day of the time period indicated on the subrecipient's request for reimbursement form and paid no later than 30 (thirty) days after the end of that time period. If any requirement in law, regulation, or TxGMS contains other requirements regarding reimbursement or payment, the subrecipient must reimburse or pay in accordance with the applicable requirement;
 - 1.5. The Performing Party shall also require the subrecipients to submit a request for reimbursement that itemizes expenditures by budget category. The forms shall be submitted by subrecipients at least quarterly or with each request for reimbursement, if reimbursement is requested more frequently than quarterly;
 - 1.6. The Performing Party shall assess the financial risks associated with each subgrant, and shall require a subrecipient to submit expense documentation records and, as necessary, shall conduct on-site monitoring to address those risks;
 - 1.7. The Performing Party shall review all materials accompanying a subrecipient's request for reimbursement and shall not make a reimbursement payment unless all necessary documentation has been provided, is accurate, and complies with the TxGMS;
 - 1.8. The Performing Party shall reimburse or otherwise make payment to a subrecipient only for expenses incurred during the term of the subgrant agreement between the Performing Party and the subrecipient, which term may not be outside of the term of this Contract;
 - 1.9. The Performing Party shall not reimburse or otherwise make payment to a subrecipient for an expenditure that is not authorized under this Contract. If it is determined, by either the Performing Party or the TCEQ that an expenditure that was reimbursed is not an authorized expense, the Performing Party shall request return and reimbursement of those funds from the subrecipient or allow the subrecipient to move the funds within the budget. Performing Party shall not provide additional reimbursements to the subrecipient until the funds have either been returned or applied towards other authorized expenses; and
 - 1.10. The subgrant agreements shall include a budget, broken down into individual categories consistent with the budget categories used in this Contract.
2. In addition to the disposition instructions for equipment that are in the Administrative Procedures, the Performing Party must obtain approval from TCEQ prior to disposing of an item that was purchased with Contract funds and that is worth equal to or greater than \$1,000 and equal to or less than \$4,999.99.

IV. ACTIVITIES AND DELIVERABLES

1. The activities identified herein are subject to the guidelines as set forth in the RSWGPA Administrative Procedures (**Attachment 3**), and these guidelines may be updated and or amended throughout the term of this Contract as deemed necessary by the TCEQ.

2. A project or service funded under this Contract must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The Performing Party agrees to perform the following administrative activities, as approved in the Application (**Attachment 1**), including revising, updating, or developing a new regional plan:
 - 2.1. Develop, revise, maintain and facilitate the RSWMP. Volume I of this plan contains the general description of the region's solid waste management goals and Volume II contains the details of the plans, including the implementation plan and the Closed Landfill Inventory (CLI).
 - 2.2. Prepare and submit Application within requested time frames and respond to any requests by the TCEQ for changes or amendments to the information provided in the Application;
 - 2.3. Establish and maintain a Solid Waste Advisory Committee (SWAC);
 - 2.4. Conduct regional outreach, education, technical assistance, informational programs, and training activities and serve as central point of contact for regional solid waste management planning within the region of responsibility;
 - 2.5. Maintain and promote a regional Municipal Solid Waste (MSW) information resource center of education and prepare and/or distribute outreach materials;
 - 2.6. Conduct Municipal Solid Waste Facility Pre-application conformance reviews, as appropriate. The Performing Party shall identify to the TCEQ the process that will be used to evaluate whether a proposed municipal solid waste facility application will be in conformance with the regional plan as required by 30 TAC § 330.643(a)(3)(O), relating to Plan Content. Conformance reviews shall be completed within 100-days after the Performing Party receipt of the permit application from applicant. Documentation determining conformance or nonconformance shall be delivered to the TCEQ within this 100-day time period. The Performing Party may request an extension of the due date if an applicant makes changes to its application;
 - 2.7. Conduct Municipal Solid Waste Facility Registration and/or Permit Application conformance reviews, as appropriate. The Performing Party shall identify to the TCEQ the process that will be used to evaluate whether a proposed municipal solid waste facility application will be in conformance with the regional plan as required by 30 TAC § 330.643(a)(3)(O), relating to Plan Content. Conformance reviews shall be completed within 100-days after the Performing Party receives the permit application from the applicant. Documentation determining conformance or nonconformance shall be delivered to the TCEQ within this 100-day time period. The Performing Party may request an extension of the due date if an applicant makes changes to its application;
 - 2.8. Conduct data collection, data analysis, and data maintenance and upkeep, as appropriate;
 - 2.9. Conduct the implementation project selection process, including providing each implementation project to TCEQ for review and approval;
 - 2.10. Conduct and administer the subgrant award and administration process;

- 2.11. Maintain program records and conduct program reporting on forms provided by the TCEQ; 2.12. Maintain program budget and conduct financial reporting on forms provided by the TCEQ;
- 2.13 TCEQ and its affiliated entities, including, but not limited to, grantees or contractors, may use, reproduce, publish, or modify intellectual property or other items or data that are developed under this Contract with TCEQ funds, whether fully or partially-funded with TCEQ funds. Additional information is provided in the Subarticle titled Reimbursed Items and Data in the Special Terms and Conditions, including that the Performing Party must obtain the necessary licenses. Examples of intellectual property or other items or data include, but are not limited to, logos, mottos, surveys, graphics, and reports; and
- 2.14. Conduct additional requirements as requested by the TCEQ.

V. REPORTING

1. **Progress Reports.** For any changes to the reporting due dates, the Performing Party must obtain written prior approval for an extension from TCEQ. Progress reports shall be submitted using the most-recently-approved forms.
 - 1.1 **Semi-Annual Report.** Using the format for Semi-Annual Reports identified in RSWG Administrative Procedures, the Performing Party shall provide a minimum of four reports. The Semi-Annual Report shall document the Performing Party's performance under this Contract, including the accomplishments and slippage of any task and activities compared to the outcomes specified for the period. The Semi-Annual Report shall also include the number and names of proposed municipal solid waste facility applications reviewed for conformance with the Performing Party's RSWMP, determination of conformance or nonconformance, and dates documentation of determination were submitted to the TCEQ.

The Semi-Annual Report to the TCEQ shall be due on March 30, 2024; September 30, 2024; March 30, 2025; and December 31, 2025.

Upon written notification to the Performing Party, the TCEQ may require that Semi-Annual Reports be provided on a more frequent basis, but no more frequently than quarterly.

- 1.2 **Results Report and Follow-Up Results Report.** Using the format for Results Reports identified in the RSWG Administrative Procedures, the Performing Party shall report on data compiled from the individual implementation projects funded during the Contract. The biennial reports required under this Article shall include a report on the progress of the local municipal solid waste management program and recycling activities.

The Results Report to the TCEQ shall be due on December 31, 2023, for results from the FY 22/23 biennium.

The Follow-Up Results Report shall be due on October 15, 2024, for results from the FY 22/23 biennium. In addition, to meet the reporting requirement in THSC § 363.062(d), the Performing Party shall report to TCEQ on the progress of the region's municipal solid waste management program and recycling activities developed under THSC § 363.062. TCEQ will not require the Performing Party to submit to TCEQ information previously submitted to TCEQ by the Performing Party in an earlier plan or report.

- 1.3 **Financial Status Reports (FSRs).** The Performing Party shall submit to the TCEQ a completed FSR workbook, as specified by the TCEQ, containing as its "reporting period" the latest State Fiscal Year (FY) quarter within 30 (thirty) days following the end of each of the first seven (7) FY quarters contained within the biennium. Such reports shall be required even if no expenses or encumbrances have been incurred during the report period. A Final FSR workbook, indicating in the appropriate box that it is the final report, shall be submitted by the Performing Party not later than December 31st following the expiration date of this Contract.
- 1.4 **Spending Plan.** The Performing Party shall submit to the TCEQ a completed Spending Plan by May 1, 2025.
- 1.5 **Implementation Projects.** The Performing Party shall submit to the TCEQ the Implementation Project Summary with final project expenses by December 31st, following the expiration date of this Contract.
- 1.6 **Inventories of Purchased Items.**
 - 1.6.1 **Inventory System.** As set forth in the Administrative Procedures, the Performing Party and its subrecipients must have an inventory system that maintains track of equipment, controlled assets, and also, all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated for the same types of items, for example, roll-off bins, recycling bins/carts). The inventories shall include purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997). If the Performing Party does not have the inventory information for the entire period from the beginning of the program, the Performing Party shall provide an explanation to TCEQ detailing why it does not have the information.
 - 1.6.1.1 Controlled assets are the following items for which the acquisition cost is \$500.00 to \$4,999.99: sound systems and other audio equipment, camera - portable - digital, SLR; televisions, video players/recorders, computer (desktop and laptop); data projectors; smartphones, tablets & other hand-held devices; and unmanned aerial vehicle (UAV) drones. The inclusion of an item in this list does not indicate that it will be approved for reimbursement under the Contract.
 - 1.6.2 **Submission of Inventories to TCEQ.** By December 31st following the expiration date of this Contract, the Performing Party shall submit to TCEQ the following complete and cumulative inventory lists of purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997). All inventories must meet the requirements set out in TxGMS for inventories of equipment. Inventories:
 - 1.6.2.1 Equipment, controlled assets, and all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated, if applicable) purchased by the Performing Party;
 - 1.6.2.2 Equipment, controlled assets, and all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated, if applicable) purchased by

subrecipients;

1.6.2.3 Trailers with a purchase price equal to or greater than \$1,000 purchased by the Performing Party or subrecipients. This list will contain some of the same items as the first two inventories. "Trailer" is defined as a manufactured, unpowered platform or box with wheels that is towed behind a vehicle on public highways and used to transport things. For the purposes of this Contract, a trailer does not include a farm utility trailer.

1.6.2.4 This inventory shall list all trailers purchased from the beginning of the State of Texas Fiscal Year 2020. The trailers must be included on the inventory list until they are disposed of by the Performing Party or a subrecipient, as applicable, or are worth less than \$1,000.00. When the trailer is disposed of or the value of the trailer falls below \$1,000, the trailer must be included on the inventory one final time, noting the disposition information or that the value is now below \$1,000 and that it will be removed from any subsequent inventory of trailers. The trailer will remain on the two inventories listed above, as applicable.

1.7 **Submission of Reports - General.** All Reports listed above shall be submitted in electronic format and signed by an authorized signatory of the Performing Party, as identified in the Application (**Attachment 1**) to this Contract and shall be addressed to the TCEQ Grant Manager.

GENERAL TERMS AND CONDITIONS

Revised April 6, 2022

1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.
 - 1.2.1. **Material Changes.** Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the amendment. Material changes include the following:
 - 1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;
 - 1.2.1.2. Changes to the Contract's Expiration Date;
 - 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
 - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.
 - 1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
 - 1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (including Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be retained in the appropriate file by both the Performing Party and TCEQ.
 - 1.2.3.1. **Minor, non-material changes include:**
 - 1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
 - 1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;
 - 1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially

change the obligations of the Parties relative to those tasks/activities;

- 1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

- 1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

- 2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.
- 2.2 **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement, as amended.
- 2.3 **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is not obligated to extend deadlines to match the maximum period of the funding.
- 2.4 **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.
- 2.5 **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.
- 2.6 **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 *Prohibited Transactions*.
- 2.7 **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.
- 2.8 **COVID-19 Vaccine Passport Prohibition.** Under § 161.0085 of the Texas Health and Safety Code, Performing Party certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.

3. ALLOWABLE COSTS

- 3.1 **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

- 3.2 **TxGMS.** Allowable Costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of TxGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs incurred in performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.
- 4.2. **Personnel Eligibility List (PEL).** If TCEQ will be reimbursing salary or wages, Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract and an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.
- 4.3. **Level-of-Effort Reporting.** Performing Party shall submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on percentage of the employee's time performing activities. These records must meet the *Standards for Documentation of Personnel Expenses* in TxGMS or 2 CFR § 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.
- If the records do not comply with the *Standards for Documentation of Personnel Expenses*, TCEQ may approve the use of an alternative system in writing or require that the Performing Party submit the attached Level-of-Effort Certification (LEC) form. The LEC form shall be completed monthly and submitted with each invoice.
- The Performing Party must submit time sheets that are signed or electronically approved by the employee and supervisor with reimbursement requests for nonexempt employees.
- 4.4. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.5. **No Interest for Delayed Payment.** Since the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.
- 4.6. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 4.7. **State Agencies/Institutions of Higher Education.** If the Performing Party is a state agency or institution of higher education, payments must be made via interagency transaction voucher (ITV); please provide a Recurring Transaction Index (RTI) number on the face of the invoice. For payments that are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For

additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

5. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 5.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1 **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance.
- 6.2 **Identification and Flow Down Requirements.** Any subaward from this Contract by the Performing Party to a subgrantee must be clearly identified as a subaward. The Performing Party must flow down applicable Contract requirements to subgrantees and subcontractors.
- 6.3 **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.4 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 6.5 **No Third Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the Performing Party.
- 6.6 **Security Requirements.** If Performing Party accesses, transmits, uses, or stores TCEQ data:
- 1) Performing Party shall meet the security controls specified by TCEQ; and
 - 2) Performing Party must annually provide TCEQ documentation demonstrating that it meets the specified TCEQ security requirements.

- 6.7 **Cybersecurity Training.** Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under § 2054.519 of the Texas Government Code, during the term of the Contract and each renewal.
- 6.7.1 "Access to TCEQ Computer System or Database" means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system or TCEQ database.
- 6.7.2 Within seven (7) days after the execution of the Contract and any renewals, Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the training requirements. For applicable umbrella contracts, Performing Party shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.
- 6.7.3 If a Performing Party representative has previously completed a DIR-certified cybersecurity training during the term of the Contract or renewal, Performing Party shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract, or as applicable, the issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.
- 6.7.4 For the term of the Contract and each renewal, all Performing Party representatives subject to the training requirement must complete DIR-certified training within seven (7) calendar days after TCEQ provides access to the training, unless the Performing Party provides evidence to TCEQ that the Performing Party representative previously completed the required training. Performing Party shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.
- 6.7.5 Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.
- 6.7.6 TCEQ may terminate the Contract for Cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
- 6.7.7 TCEQ may terminate the Contract for Cause if a Performing Party's representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.

7. TIME AND FORCE MAJEURE

- 7.1 **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.

7.2 **Delays.** Where Performing Party's performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).

7.3 **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

8. CONFLICT OF INTEREST

8.1 Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- a. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or
- b. Any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.

8.2 No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

- 9.1 **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.
- 9.2 **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 9.3 **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code § 25.6.

10. INTELLECTUAL PROPERTY

- 10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.
- 10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

- 11.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance,

Commercial Automobile Liability Insurance, and Commercial General Liability Insurance. Before any Performing Party contractor performs any work at a TCEQ facility, Performing Party shall provide TCEQ a Certificate of Insurance for the Contractor's Workers Compensation and Employer's Liability Insurance.

- 11.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

12. TERMINATION

- 12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2 **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the termination.
- 12.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

- 13.1 **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
 - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
 - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;

- 13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
- 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3 Opportunity to Cure. The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4 Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

14. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

15. SURVIVAL OF OBLIGATIONS

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. UNIFORM ASSURANCES

- 16.1 **Uniform Assurances.** Performing Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract. Other assurances from TxGMS may be included elsewhere in this Contract.
 - 16.1.1 Performing Party represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
 - 16.1.2 Performing Party 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.
 - 16.1.3 Performing Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
 - 16.1.4 Performing Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
 - 16.1.5 In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Performing Party certifies that it is not (1) the executive head of the TCEQ, (2) a person who at any time during the four years before the date of the Contract was the

executive head of the TCEQ, or (3) a person who employs a current or former executive head of the TCEQ affected by this section.

- 16.1.6 Performing Party 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:
- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
 - Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
 - Sections 2113.012 and 2113.101 of the Texas Government Code.
- 16.1.7 Performing Party represents and warrants that TCEQ's payments to Performing Party and Performing Party's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.
- 16.1.8 Performing Party represents and warrants that in the administration of the Contract, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, Performing Party shall promptly notify TCEQ.
- 16.1.9 Performing Party represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- 16.1.10 Performing Party 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.
- 16.1.11 Performing Party certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Party is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Party must immediately disclose the lawsuit and its current posture to the TCEQ.
- 16.1.12 Performing Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

17. CONTRACT INTERPRETATION

- 17.1 **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).

- 17.2 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 17.3 **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.
- 17.4 **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.
- 17.5 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 17.6 **Severability.** If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 17.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 17.8 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 17.9 **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 17.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 17.11 **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 17.12 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 17.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas

Administrative Code §§ 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

Cost Budget

**(See Attachment 1 – Application Document 5,
Incorporated by Reference)**

NOTICES, PROJECT REPRESENTATIVES, AND RECORDS LOCATION

CONTRACT NUMBER 582-24-50094 CONTRACT NAME: REGIONAL SOLID WASTE GRANT

1. **Representatives.** The individual(s) named below are the representatives of TCEQ. The Performing Party's representatives are listed on Form 4 of the approved Application. The TCEQ and Performing Party representatives are authorized to give and receive communications and directions on behalf of the TCEQ and Performing Party for contractual and technical matters. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Representatives.** TCEQ may change its representative by email notice to the Performing Party's Financial Representative. The Performing Party may change its representative by providing, by email, via an updated Form 4 from the Application to the TCEQ Project Manager.
3. **TCEQ Representatives**

**TCEQ CONTRACT MANAGER
(for Contractual Matters)**

**TCEQ PROJECT MANAGER
(for Technical Matters)**

Santos Olivarez

Jessica Uramkin

Section Manager
Title

Grant Manager
Title

Texas Commission on
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P.O. Box 13087
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Austin, Texas 78711-3087
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4. **Invoice Submittal.** Invoices must be submitted to the TCEQ Project Manager [Grant Manager].

**Attachment 1:
TCEQ – Approved Regional Council of Governments Application
and any changes approved during the Contract Period**

**Excel document provided as a separate file by
TCEQ – Waste Permits Division**

**Attachment 2:
Regional Council of Governments Application Template**

**Excel document provided as a separate file by
TCEQ – Waste Permits Division**

**Attachment 3:
TCEQ - Regional Solid Waste Grant Program
Administrative Procedures**

**PDF document provided as a separate file by
TCEQ – Waste Permits Division**

ITEM 15

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Daphne Morcom, Regional Services Program Specialist
THROUGH Dustin Meyer, Executive Director
SUBJECT: Agenda Item 15
Panhandle Regional Solid Waste Management Advisory Committee
Appointments

BACKGROUND

PRPC Administrative Regulation #31 governs the duties, activities and composition of the Panhandle Regional Solid Waste Management Advisory Committee (RSWMAC). The RSWMAC is comprised of twenty-two (22) to twenty-eight (28) PRPC-appointed members, and one (1) to two (2) standing positions held by representatives from the Texas Commission on Environmental Quality-Region One Office. Members are appointed to three-year, staggered terms. The RSWMAC composition must maintain a cross-section of solid waste professionals from the Panhandle Region.

Each year, approximately one-third of the appointed terms expire and those members must either be replaced or re-appointed. No member may serve more than two consecutive three-year terms.

Currently, ten (10) individuals need to be appointed or re-appointed to the RSWMAC to meet the PRPC administrative standards. PRPC staff has contacted each nominee and determined they are willing and able to serve, if appointed by the PRPC Board. Those Individuals are:

<u>Name</u>	<u>Title/Organization</u>	<u>Committee Term</u>
Brent Sheet	City Manager, City of Fritch	Appointment to Partial term
Johnny Torres	Public Works Director, City of Hereford	Re-appointment to 2 nd term
Leander Davila	City Manager, City of Friona	Re-appointment to 2 nd term
Isidrio Renteria	Landfill Supervisor, City of Dumas	Appointment to 1 st term
Stephen Skipper	Mayor, City of Booker	Appointment to 1 st term
Traci Bogart	Recycling Technician, City of Stratford	Appointment to 1 st term
Kevin Gomez	Engineer in Training, J Shean Engineering	Appointment to 1 st term

<u>Name</u>	<u>Title/Organization</u>	<u>Committee Term</u>
Eddie Taylor	Public Works Director, City of Childress	Appointment to 1 st term
Daniel Jackson	City Manager, City of Dimmitt	Appointment to 1 st term
Spenser Harvey	Civil Engineer, Parkhill	Appointment to 1 st term

If the Board accepts these recommendations, the full composition of the RSWMAC will appear as shown on the attachment to this memo.

RECOMMENDATION:

PRPC staff recommends the Board of Directors consider appointing and/or reappointing the individuals listed in the slate of nominations above to serve on the Regional Solid Waste Management Advisory Committee.

RSWMAC MEMBERSHIP COMPOSITION FOR FY 2023

Term Beginning August 1, 2020 - Expires July 31, 2023

Johnny Torres	★	1	Public Works Director, City of Hereford
Leander Davila	★	1	City Manager, City of Friona
Tony Rios	★	2	Public Works Director, City of Dimmitt
Dan Reese	★	2	Public Works Director, City of Canyon
Susan Leary	🗳️	1	President, Keep Childress Beautiful
Eric Davidson	★	1	Solid Waste Supervisor, City of Dumas
Todd Stiggins	🗳️	1	Environmental Team Leader, Parkhill, Smith & Cooper
Larry Plumlee	★	1	City Manager, City of Turkey
Richard Miller	✳️	2	Plant Manager, SCARAB International, LLLP.

Term Beginning August 1, 2021 - Expires July 31, 2024

Tommy Wyatt	★	2	Director of Public Works, City of Canadian
Jon Michael Walker	★	2	Assistant Public Works Director, City of Wheeler
Alan Harder	★	1	Assistant Director of Public Works, City of Amarillo
Brandon Knapp - Chair	★	1	Solid Waste Superintendent, City of Perryton
David Morris	★	1	Street Superintendent/Landfill, City of Memphis
Mike Story	★	1	Public Works Director, City of McLean

Term Beginning August 1, 2022 - Expires July 31, 2025

Harvey Perez	★	2	Water Superintendent, City of Panhandle
Drew Brassfield	★	2	City Manager, City of Fritch
Curtis Green	★	2	Street and Sanitation Supervisor, City of Dalhart
Jason Anderson	★	2	Public Works Director, City of Borger
Orrin Dankworth	✳️	2	Assistant Manager, Scrap Processing
Russell Proctor	★	1	Public Works Director, City of Tulia
Mark Washburn	★	1	Public Works Director, City of Gruver
Justin Parker	★	1	Public Works Director, City of Spearman
Gary Turley	★	1	Public Works Director, City of Pampa
Adam Schaer	✳️	2	General Manager, KB Recycling
Ramsay Hamm	✳️	1	Owner, Porter Waste Solutions

Brittany Crawford	🗨️		Natural Resources Specialist, TCEQ-Region 1
Julia Savala	🗨️		Environmental Investigator, TCEQ-Region 1
Cheryl Untermeyer	🗨️		Grant Manager, TCEQ State Office
Anju Chalise	🗨️		Program Specialist, TCEQ State Office

Legend

Symbol	Number Required	Type of RSWMAC Member
★	18 to 22	Local Government Representatives (18 – 22 members)
✳️	3 to 4	Private Solid Waste Management Service Providers
🗳️	1 to 2	Citizens Representing Solid Waste Management or Environmental Interest Groups
🗨️	2	Local and State TCEQ Ex-Officio Representatives
⚙️		Serving a partial term, still eligible for 2 additional 3-year term(s)
1		Serving first full three-year term
2		Serving second consecutive three-year term



ITEM 16

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Lori Gunn, Regional Services Director
THROUGH: Dustin Meyer, Executive Director
SUBJECT: Agenda Item 16
Panhandle Regional Emergency Management Advisory Committee 2024
Grant Program Operating Procedures Approval

BACKGROUND

The Panhandle Regional Emergency Management Advisory Committee (PREMAC) annually reviews its operating procedures to determine if any changes should be made for the coming year. This is a requirement of the PRPC's interlocal agreement with the Homeland Security Grants Division of the Governor's Office and the primary intent of the procedures is to ensure that a fair and structured process is in place for utilizing the State Homeland Security Program (SHSP) funds allocated to the region in the year to come.

The PREMAC met earlier this month and during that meeting, reviewed the procedures that had been used last year. Having considered the FY23 document, the PREMAC decided that we need to correct conflicting wording about voting. On page 4, section 6, the PREMAC struck out the *no secret ballot or secret voting is allowed*, in order to match our contract wording with the PSO that is listed on page 7, Article VI, Section 7 (g) 3) & 4)).

If the recommendation below is approved, the primary principles that will continue guiding the PREMAC in developing its annual SHSP funding recommendations to the Board will be:

- The PREMAC goes through an annual program year planning process for a reason and therefore; SHSP-funded activities must address a high priority need identified in the region's current year Implementation Plan.
- These are regional funds so each SHSP investment must result in a demonstrative benefit to the region.
- The sustainment of productive regional programs and the support of existing response teams that serve the entire region will be given greater consideration in the project prioritization process.
- The PREMAC does not believe disconnected projects will randomly knit themselves together to form a whole greater than its parts. Therefore, projects that do not provide a direct connection to an identified need or that do not provide

an obvious benefit to the region will be given lower consideration in the prioritization process.

Attached for your review is a copy of the Operating Procedures that were unanimously recommended for use by the PREMAC for the FY24 SHSP program year at their July 13th meeting.

RECOMMENDATION:

PRPC staff recommends that the PRPC Board of Directors accept the recommendation of the Panhandle Regional Emergency Management Advisory Committee and approve the committee's FY24 Operating Procedures as presented.

Panhandle Regional Emergency
Management Advisory Committee's (PREMAC)
FY24 Operating Procedures

Dated: July 27, 2023

Table of Contents

ARTICLE I: GENERAL	3
Section 1. Name	3
Section 2. Authority	3
Section 3. Purpose	3
ARTICLE II: MEMBERSHIP	4
Section 1. Membership	4
Section 2. Nominations	4
Section 3. Appointments	4
Section 4. Alternates	4
Section 5. Terms	4
Section 6. Vacancies	4
Section 7. Ad Hoc Participants	4
Section 8. Officers	4
Section 9. Officers	5
ARTICLE III: MEETINGS	5
Section 1. Regular Meetings	5
Section 2. Special Meetings	5
Section 3. Staff	5
Section 4. Minutes/Agendas	5
Section 5. Open Meetings	6
Section 6. Quorum and Voting Procedures	6
Section 7. Governing Rules	6
Section 8. Conflict of Interest	6
ARTICLE IV: SUBCOMMITTEES/AD HOC COMMITTEES	6
Section 1. Subcommittees	6
Section 2. Ad Hoc Committees	6
ARTICLE V: AMENDMENTS	7
Section 1. Operating Procedures	7

Section 2. **PRPC Administrative Regulation No. 36**7

ARTICLE VI: SHSP FUNDING RECOMMENDATIONS.....7

Section 1. **Purpose of Article VI**7

Section 2. **Role of the HSGD**7

Section 3. **Purpose of the SHSP**7

Section 4. **Role of the PREMAC in the SHSP Funding Process**7

Section 5. **Role of the PRPC Board of Directors in the SHSP Funding Process**8

Section 6. **Role of the PRPC Staff in the SHSP Funding Process**.....8

Section 7. **HSGD SAA Procedural Conditions**8

 a. Notification of potential applicants regarding grant application submission deadlines.8

 b. Grant Application Workshops.....9

 c. Attendance requirements for prioritization meetings10

 d. Prioritization of grant applications10

 e. COG governing body’s review and approval process10

 f. Notification of applicants regarding funding decisions.....10

 g. Notification of the HSGD SAA.....10

 h. COG’s strategic vision related to homeland security issues.....11

 i. SHSP Conflicts of interest;.....11

ARTICLE VII: CERTIFICATION.....12

Section 1. **PREMAC**12

Section 2. **PRPC Board of Directors**12

Exhibit 1: PRPC Administrative Regulation No. 3613

Exhibit 2: PREMAC’s Risk-Informed SHSP Sub-Allocation Methodology for FY24.....17

ARTICLE I: GENERAL

Section 1. Name

This committee is named the Panhandle Regional Emergency Management Advisory Committee (PREMAC).

Section 2. Authority

The PREMAC is established and authorized by the Panhandle Regional Planning Commission's (PRPC) Board of Directors under PRPC Administrative Regulation No. 36, as amended. These procedures are intended as a supplement to Administrative Regulation No. 36 which is attached here as Exhibit 1 and made part of these procedures.

Section 3. Purpose

The scope of the PREMAC includes:

- a) Advise the PRPC Board of Directors on regional emergency management and all-hazard preparedness issues and facilitate the coordination of regional emergency planning in the Texas Panhandle.
- b) Provide general direction to the PRPC staff regarding emergency management, homeland security, and all-hazard preparedness issues in the Texas Panhandle.
- c) Assist the Panhandle region with the development of programs intended to enhance the region's all-hazard preparedness levels.
- d) Support the conduct of multi-jurisdictional training and drills to exercise local/regional emergency management plans
- e) Maintain and update, as needed, the Panhandle Regional Response Plan and the Panhandle Regional Mutual Aid Agreement.
- f) Support the Panhandle's Multi-Agency Coordination Center (MACC) and update, as needed, the MACC activation protocols.
- g) Develop and annually update the Panhandle region's Threat and Hazard Identification and Risk Assessment (THIRA), State Preparedness Report (SPR) and Texas Homeland Security Strategic Plan (THSSP) Regional Implementation Plan.
- h) Develop recommendations to the PRPC Board of Directors concerning the utilization of the Panhandle region's annual allocations of federal State Homeland Security Program (SHSP) to achieve the preparedness goals of the THIRA, SPR and THSSP Regional Implementation Plan.
- i) Provide direction for the development and maintenance of the regional interoperable communications system – PANCOM.
- j) Promote regional collaboration on homeland security and all-hazard preparedness strategies, programs, and funding.

ARTICLE II: MEMBERSHIP

Section 1. **Membership**

PREMAC membership will be composed as described in PRPC Administrative Regulation No. 36; attached hereto as Exhibit 1.

Section 2. **Nominations**

The PRPC staff will solicit recommendations for appointments to the PREMAC from the PREMAC membership and from interested stakeholder agencies/groups in the Panhandle. As PREMAC member terms expire or as membership vacancies appear, PRPC staff will develop and present a candidate slate to the PRPC Board of Directors for consideration of appointment.

Section 3. **Appointments**

Each PREMAC member will be appointed to serve on the committee by the PRPC Board of Directors.

Section 4. **Alternates**

There are no PREMAC member alternates. PREMAC members may send a representative to a PREMAC meeting to sit in their place. Attendance records will indicate that the representative attended the meeting in the member's stead but the representative will not be able to vote on behalf of the PREMAC member.

Section 5. **Terms**

PREMAC members will serve a term of three (3) years from the time of appointment or until their successor is appointed or the member is reappointed. Members will be appointed in staggered terms beginning each June with one-third of committee replaced or reappointed each year. Term expiration dates will be maintained in the PREMAC Membership Roster by PRPC staff.

Memberships are not limited as to numbers of terms, but individuals will participate in a reappointment process every three years. Reappointment will be subject to approval by the PRPC Board of Directors.

Section 6. **Vacancies**

Each PREMAC member is expected to participate in regular and special meetings of the committee. If a member does not participate or is not represented in 50% of the regular committee meetings held in a calendar year, the member's position will be considered vacant, unless there are reasonable excuses for meeting absences. Reasonable excuses require prior approval from the PREMAC Chairman.

Section 7. **Ad Hoc Participants**

The PREMAC may invite ad hoc participants from time to time to assist in the proceedings of the committee. Ad hoc participants will not have a vote on the PREMAC.

Section 8. **Officers**

The officers of the PREMAC are the Chairperson and the Vice-Chairperson. The PREMAC will elect officers on an annual basis each June.

In the event the Chairperson cannot fulfill his/her duties, the Vice-Chairperson shall assume the Chair and elections to fill the Vice-Chairperson position will be held as soon as practical.

Section 9. Officers

The PREMAC Chairperson will preside over the committee meetings and in his/her absence, the Vice-Chairperson will preside. The Chairperson and Vice-Chairperson will establish the meeting agendas with the assistance of PRPC staff.

The PREMAC Chairperson, or in their absence the Vice-Chairperson, will appoint ad hoc or subcommittees as necessary, act as official spokesperson for the PREMAC or delegate others from the PREMAC as appropriate, and ensure that the PREMAC accomplishes its primary meeting objectives.

The PREMAC Chairperson will serve as the Panhandle region's Incident Commander (IC) in the event of a large-scale declared disaster. The Chairperson will serve in this IC capacity during any event considered to be a regional catastrophic event (as defined by the Stafford Act and state law). If for some reason, the Chairperson becomes incapacitated or is unable to serve in this role during a given major disaster, he/she may designate another member of the PREMAC to serve as the event's IC. The Chairperson's designation shall continue until he/she re-assumes his/her role as IC or until the given regional catastrophic disaster event no longer exists.

ARTICLE III: MEETINGS

Section 1. Regular Meetings

The PREMAC will meet at least 3-4 times a year on a schedule determined by the members. The Chairperson may change the date, time and location of any meeting, when appropriate. At least ten calendar days' prior notice shall be given.

Section 2. Special Meetings

Special meetings may be called by the Chairperson when necessary, and require at least five calendar days' prior notice.

Section 3. Staff

PRPC will provide staff support to the PREMAC, including taking minutes, maintaining attendance records and distributing notices, agendas and minutes.

Section 4. Minutes/Agendas

Minutes of all PREMAC meetings shall be kept by PRPC staff and distributed to the members prior to their next regular meeting. Meeting minutes shall be approved by a majority vote of members present.

Agendas shall be approved by the Chairperson and distributed to members at least seven (7) calendar days in advance of any regularly scheduled meeting. Notice of any special meeting shall include the business to be transacted at the special meeting.

Section 5. Open Meetings

All PREMAC meetings will be open to the public and conducted in a manner consistent with the Texas Open Meetings Act; with meeting notices posted with the Office of the Texas Secretary of State, at the Potter County Courthouse and on the community bulletin board located outside of the PRPC offices.

The Chairperson, at his/her discretion, may close a meeting when national security matters need to be discussed.

Section 6. Quorum and Voting Procedures

For the purposes of the transaction of the business by the PREMAC, a quorum shall be a simple majority of the members present. Whenever possible, decisions will be reached through consensus. When consensus is not possible, a vote will be taken. In the event of a tie vote, the tie will be broken by the presiding officer.

All members have voting privileges. Members of the committee may not designate another member to vote on their behalf. Votes will be reflected in the meeting minutes. Members may register their abstention on any vote. The abstention shall be reflected in the minutes. Members are required to abstain on matters that pose a conflict for them.

Section 7. Governing Rules

Except where stated otherwise in these procedures, Robert's Rules of Order will govern the conduct of PREMAC meetings.

Section 8. Conflict of Interest

Any member that has a conflict of interest concerning any matter before the PREMAC will inform the committee before participating in a discussion and shall refrain from voting on the matter.

For the purpose of the preceding paragraph, a conflict of interest will be defined as any issue in which a member is in a position to derive personal benefit for themselves or for their agency or employer from actions or decisions made in their official capacity.

ARTICLE IV: SUBCOMMITTEES/AD HOC COMMITTEES

Section 1. Subcommittees

Subcommittees may be formed as needed for the purpose of exploring issues before the PREMAC in more detail than regular committee meetings may allow. Subcommittees are defined as a standing subset of the PREMAC that has been assigned a specific, on-going purpose. PREMAC members are appointed to serve on a subcommittee by the Chairperson with the approval of the PREMAC membership. Chairs of subcommittees will be appointed by the PREMAC Chairperson.

Section 2. Ad Hoc Committees

Ad hoc committees may be appointed by the Chairperson with the approval of the PREMAC membership for time and/or issue specific purposes.

When the issue is resolved or the timeline expires, the Ad Hoc Committee will be disbanded. Members are not limited to PREMAC members. Chairs of the Ad Hoc committees will be appointed by the PREMAC Chairperson.

ARTICLE V: AMENDMENTS

Section 1. Operating Procedures

These procedures may be amended at any meeting of the PREMAC by a majority vote of the members present, provided that at least seven (7) days' written notice is provided to the membership setting forth the proposed amendments. Amendments will become effective upon final approval by the PRPC Board of Directors.

Section 2. PRPC Administrative Regulation No. 36

PRPC Administrative Regulation No. 36 may be amended or modified, as needed, at the pleasure of the PRPC Board of Directors.

ARTICLE VI: SHSP FUNDING RECOMMENDATIONS

Section 1. Purpose of Article VI

This Article is for the sole purpose of describing the PREMAC's process for identifying projects to be recommended for funding under the SHSP; in any year in which the Panhandle region receives an allocation of SHSP funding, for the benefit of informing the Panhandle region's emergency preparedness stakeholder agencies and the Homeland Security Grants Division (HSGD) of the Office of the Governor as to how those decisions are made.

Section 2. Role of the HSGD

The HSGD currently serves as the State Administrative Agency (SAA) for the SHSP in Texas. The HSGD SAA determines and informs the Panhandle of its annual allocation of SHSP funding, enforces the federal SHSP program requirements and establishes any non-federal procedural conditions the PRPC must satisfy, on behalf of the Panhandle, to facilitate the in-region utilization of those funds.

The HSGD SAA sets the deadline by which the Panhandle's annual SHSP funding decisions must be made, determines how those decisions will be communicated to the HSGD SAA, observes the in-region funding decision-making process, finally approves the Panhandle's funding decisions and ultimately, governs the implementation of any projects or programs funded with the Panhandle's annual allocation(s) of SHSP funding.

Section 3. Purpose of the SHSP

The Federal Emergency Management Agency (FEMA) supplies the federal funding necessary to support the Texas SHSP for the purpose of achieving the National Preparedness Goal of a secure and resilient Nation. In turn, the SHSP supports the implementation of risk-driven, capabilities-based THSSP strategies to address targets set in the Panhandle's THIRA, critical capability target gaps identified with the Panhandle's SPR and regional priorities established in the Panhandle's Implementation Plan.

Section 4. Role of the PREMAC in the SHSP Funding Process

In any year in which the Panhandle receives SHSP funding, the PREMAC will develop prioritized SHSP funding recommendations for the PRPC Board's consideration.

In utilizing the Risk-Informed SHSP Sub-Allocation Methodology, attached hereto as Exhibit 2, to support their project prioritization process the PREMAC will take the following factors into consideration.

- Higher priority will be given to programs or projects that meet critical preparedness needs, as identified in the THIRA, SPR and Implementation Plan, on a region-wide basis.
- Higher priority will be given to sustaining existing programs or projects that continue to meet critical preparedness needs, as identified in the THIRA, SPR and Implementation Plan.
- Higher priority will be given to programs or projects that sustain or enhance the capabilities of existing response teams; whose response area includes the entire Panhandle region.
- Any State strategies or funding preferences identified by HSGD.
- FEMA's requirement to direct at least 25% of the region's annual allocation toward regional programs or projects that support Law Enforcement Terrorism Prevention Activities (LETPA) deemed eligible for the year by the HSGD SAA.
- FEMA's requirement to fund programs or projects supporting its National Priorities at the percentage levels established by FEMA.
- Per the HSGD SAA, ensure that an appropriate amount of SHSP funding is designated to supporting the PRPC's required homeland security strategic planning activities and other terrorism preparedness planning deemed critical for the region.

In this way, the PREMAC can maintain continuity of progress toward capability targets deemed essential to the Panhandle's preparedness levels, help to assure a commensurate return on each SHSP investment made, increase the likelihood of long-term project or program sustainability and ensure that each project or program funded provides a benefit to the entire Panhandle region.

Section 5. Role of the PRPC Board of Directors in the SHSP Funding Process

The PRPC Board of Directors considers and acts on the funding recommendations developed by the PREMAC and finally approves the list of projects or programs that will be submitted to the HSGD SAA for funding under the SHSP; in any year in which the Panhandle receives SHSP funding.

Section 6. Role of the PRPC Staff in the SHSP Funding Process

PRPC staff will be responsible for ensuring the HSGD Procedural Conditions outlined in Section 7 below are fully met

Section 7. HSGD SAA Procedural Conditions

The HSGD SAA does not mandate the process the PREMAC must follow in making its SHSP funding recommendations. However, in addition to the other provisions under this Article, the HSGD SAA does require that the PREMAC's procedures provide guidance concerning the following:

- a. Notification of potential applicants regarding grant application submission deadlines.

In any year in which the Panhandle receives SHSP funding, PRPC staff will notify the following entities within the Panhandle of its availability.

- a) Current SHSP grantees;

- b) Other requestors from within the COG's region; and
- c) All city and county governments with a population of 2,500 or more including emergency management coordinators, police departments, fire departments, county sheriff's offices, and the executive branch for each governmental entity.

At a minimum, the notices will include:

- a) Name of the funding opportunity;
- b) Instructions for viewing the Request for Applications posted on HSGD SAA's eGrants website;
- c) HSGD SAA's eGrants website address: <https://egrants.gov.texas.gov/>;
- d) Due date(s) for the submission of applications to the COG and HSGD;
- e) A list of the PREMAC's current year prioritization considerations; and
- f) Point of Contact information for a PRPC staff member for questions or technical assistance.

b. Grant Application Workshops

The HSGD no longer requires the PRPC to conduct Grant Application Workshops. Nevertheless, PRPC still wants to provide any eligible Panhandle agency who intends to apply for funding with guidance on the application process. Therefore, on an as-requested basis, PRPC will provide a technical assistance overview of the application process to eligible agencies/organizations located in the Panhandle that will cover the following elements of the process:

- a) A description of who can apply and what activities are eligible;
- b) A description of the HSGD SAA's eGrants application process, including requirements for the project summary, problem statement, existing capability levels, capability gaps, impact statement, homeland security priority action, project activity, performance measures, milestones, and budget categories and line items;
- c) The project period (or performance period) for each funding opportunity cited in the HSGD SAA's RFA;
- d) A description of the applicable rules, regulations and certifications required for each funding opportunity;
- e) A description of any prohibitions stated in the RFA issued by the HSGD SAA;
- f) A description of the civil rights rules related to applicant employees and projects or activities;
- g) A description of State strategies or funding preferences identified by the HSGD SAA;
- h) A description of the priorities identified by the PREMAC related to homeland security issues;
- i) A description of how the PREMAC will review and prioritizes projects, including but not limited to, local policies and procedures, the region's methodology for risk-informed scoring/prioritization, scoring instruments, the criteria used in scoring/prioritizing applications, and other relevant materials that affect the COG's prioritization process; and
- j) Due dates for applicants to submit and certify applications for the funding opportunities.

PRPC staff will aid applicant jurisdiction(s) or agency(ies) in completing and submitting their application(s) to the HSGD SAA by the deadline established for the receipt of SHSP applications.

c. Attendance requirements for prioritization meetings

The PREMAC will require jurisdiction(s) or agency(ies) applying for SHSP funding to attend the meeting during which the committee finalizes its funding recommendations to the PRPC Board of Directors.

d. Prioritization of grant applications

The PREMAC's SHSP project(s) or program(s) prioritization process will be based on the risk-based allocation methodology described under Exhibit 2. The PREMAC will develop its SHSP funding recommendations by group consensus. If consensus cannot be reached, a vote will be taken in accordance with Article III, Section 6 above.

e. COG governing body's review and approval process

The PREMAC will move to approve a final list of SHSP-funded project(s) or program(s) for recommendation of final approval by the PRPC Board of Directors. PRPC staff will be responsible for presenting that list to the PRPC Board of Directors. SHSP applicants will be notified of the PREMAC's funding recommendations by PRPC staff before they're presented to the PRPC Board of Directors. Applicants will be invited to attend the meeting at which the PRPC Board of Directors will consider the PREMAC's SHSP funding recommendations. The PRPC's Board of Directors will act on the PREMAC's SHSP funding recommendations, considering the conflict of interest (COI) policy described in Subpart g. of this Section.

f. Notification of applicants regarding funding decisions

PRPC staff will be responsible for notifying SHSP applicants of the PREMAC's funding recommendations within 72 hours of the recommendations being made. Notices will be sent by email or by facsimile.

The notice will include a statement to the effect, "After the PREMAC prioritizes the grant applications and the PRPC Board approves the priority listing, the PRPC submits the priority listing to HSGD SAA. Based upon the PRPC's priority listing, the HSGD SAA will verify the eligibility, reasonableness and cost-effectiveness strategy of the proposed project, and the availability of funding, and will render final funding decisions on these grant applications. The PRPC staff will notify grantees of any changes in the funding recommendations."

g. Notification of the HSGD SAA

PRPC will provide the HSGD SAA with a copy of the PRPC's priority listing within the timeframe established by the HSGD SAA. In addition, PRPC staff will supply the HSGD SAA with:

- 1) The date of the PREMAC's prioritization meeting;
- 2) A list of the PREMAC members in attendance at that meeting;
- 3) Documentation of how each PREMAC member scored, prioritized, and/or voted on each eligible application; if not done by consensus vote as described under Section 7 Part d. above; and
- 4) A list of the PREMAC members who abstained from scoring and/or voting pursuant to the Conflict of Interest requirements found in Part i. below; along with a list of the applications affected.

h. COG's strategic vision related to homeland security issues

The PREMAC, as supported by the PRPC Board of Directors, believes homeland security encompasses all-hazards vulnerabilities and that no part of the region is sheltered from the potential threats of terrorism, natural or man-caused disasters. The PREMAC desires that all Panhandle jurisdictions receive a direct or indirect benefit from each SHSP investment made in the region. Therefore, every project recommended for SHSP funding must help to fill or sustain a critical capability gap; identified with the PREMAC's annual update of the region's THIRA, SPR and Implementation Plan and must demonstrate that the investment will have regional benefit.

i. SHSP Conflicts of interest;

This COI policy applies solely to the PREMAC's prioritization of projects or programs to be recommended for funding out of the Panhandle region's annual allocation of SHSP funds. For the purpose of this section, the PRPC is obliged to impose the HSGD SAA's definition of COI on the SHSP prioritization and recommendation process. The HSGD SAA requires the following:

The COG [the PRPC] shall ensure that members of the COG's governing body [PRPC Board of Directors], the HSAC [the PREMAC], and COG staff abstain from scoring and voting on any grant application, other than a grant application submitted by a COG, during the prioritization process if the member or an individual related to the member within the third degree by consanguinity or within the second degree by affinity:

- a) Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;*
- b) Serves on any governing board that oversees the unit or division that would administer the grant, if awarded;*
- c) Owns or controls any interest in a business entity or other non-governmental organization that benefits, directly or indirectly, from activities with the applicant agency; or*
- d) Receives any funds, or a substantial amount of tangible goods or routine services, from the applicant agency as a result of the grant, if awarded.*

If any applicant, HSAC member, COG personnel or other individual has reason to believe that favoritism or inappropriate actions were displayed during the scoring or prioritization of HSGD [SHSP] projects, the COG shall ensure that the concerns are shared with the HSGD as soon as possible.

j. **Compliance with the requirements described in Texas Government Code, Chapter 551 (Texas Open Meetings Act)**

Shall be in accordance with the provisions of Article III; Section 5.

k. **Local funding recommendation limitations**, including but not limited to minimum or maximum application requested amounts, competition cycles, or decreasing fund ratios, if applicable.

No such stated limitations will be imposed. Ultimately when developing their funding recommendations to the PRPC Board of Directors, the PREMAC will determine the amount of funding appropriate to each project or program being recommended; adjusting the project amounts as necessary to ensure the greatest beneficial impact to the Panhandle.

ARTICLE VII: CERTIFICATION

Section 1. **PREMAC**

These operating procedures of the Panhandle Regional Emergency Management Advisory Committee are hereby recommended for approval by the Panhandle Regional Planning Commission's Board of Directors on this 13th day of July, 2023.

Tommy Brooks, Chairperson
Panhandle Regional Emergency
Management Advisory Committee

Section 2. **PRPC Board of Directors**

These operating procedures of the Panhandle Regional Emergency Management Advisory Committee are hereby duly adopted by the Panhandle Regional Planning Commission's Board of Directors on this 27th day of July, 2023.

Tobe Shields, Chair
Panhandle Regional Planning Commission
Board of Directors

ATTEST:

Nancy Tanner, Secretary/Treasurer
Panhandle Regional Planning Commission
Board of Directors

Exhibit 1: PRPC Administrative Regulation No. 36

PANHANDLE REGIONAL PLANNING COMMISSION
Administrative Regulation
Number 36

Adopted: May 22, 2003
Amended: Aug. 28, 2003
Amended: Apr. 27, 2006
Amended: Apr. 22, 2010

PANHANDLE REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE

PROCEDURES AND POLICIES

I. PURPOSE

The purpose of this administrative regulation is to formally establish the Panhandle Regional Emergency Management Advisory Committee and to establish procedures necessary for its operation.

II. PANHANDLE REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE

A. Establishment and Scope of Authority

1. The Board of Directors of the Panhandle Regional Planning Commission hereby establishes the Panhandle Regional Emergency Management Advisory Committee to provide general guidance and direction in regard to regional all-hazard preparedness efforts in the Texas Panhandle. The Panhandle Regional Emergency Management Advisory Committee's specific responsibilities shall include but not be limited to the following:
 - a. To establish working rules and procedures for the Advisory Committee.
 - b. To coordinate and promote the implementation of the Panhandle Regional Response Plan.
 - c. To develop, review and approve updates and amendments to the Panhandle Texas Homeland Security Strategic Plan Regional Implementation Plan.
 - d. To develop recommendations for consideration by the PRPC Board concerning the use of regionally-allocated state/federal funds earmarked for all-hazard preparedness purposes.
 - e. To provide general direction to foster the development and maintenance of a region-wide system of Mutual Aid.
 - f. To provide general direction to promote regional interoperability in the area of communications and where practical, equipment interchangeability.
 - g. To provide direction for the development and maintenance of the Panhandle's Regional Interoperability Communications Plan (RICP).
 - h. To provide direction for the development and maintenance of regional communications Standard Operating Procedures (SOPs) in support of the

RICP and for the development of more localized communications procedures as deemed appropriate by the PREMAC.

- i. To provide direction for the development and maintenance of the regional interoperable communications system - PANCOM
 - j. To support, and as needed, assist in coordinating, the conduct of training and multi-jurisdictional drills to exercise local/regional emergency management plans.
 - k. To provide general direction to promote inter-regional/interstate coordination of regional all-hazard preparedness efforts.
 - i. To provide general direction to the Panhandle Regional Planning Commission staff regarding emergency management, homeland security, and all hazard preparedness issues in the Texas Panhandle.
 - j. To oversee the development and maintenance of the Multi-Agency Coordination Center (MACC) and the protocols that will be followed when the MACC is activated. This would include providing direction for the development and maintenance of the Panhandle Medical Operations Center (PMOC) which would operate as a function of regional response on an as-needed basis.
 - k. To develop working relationship with non-PREMAC working groups that could provide input into the PREMAC's decision-making processes.
2. The responsibilities of the Panhandle Regional Planning Commission's Board of Directors and the Planning Commission's Executive Director shall include but not be limited to the following:
- a. Contracting matters;
 - b. Budgeting;
 - c. Financial reporting;
 - d. Personnel matters; and
 - e. Approval of regional plans, regional agreements, regional procedures and regional systems

B. Membership

1. The Panhandle Emergency Management Advisory Committee shall be composed as follows:
 - a. Six to Nine (6 - 9) Panhandle area local government representatives (local government elected officials or local government professional staff).
 - b. Two to Four (2 – 4) local government representatives from the field of Emergency Management Coordination.
 - c. Two to Four (2 – 4) representatives of area Law Enforcement agencies.
 - d. Two to Three (2 – 3) local government representatives from the field of Public Works.

- e. Two to Three (2 - 3) Panhandle area residents representing area Fire Service organizations.
 - f. Two to Three (2 - 3) Panhandle area residents representing EMS Service organizations.
 - g. One to Two (1 - 2) Panhandle area residents representing Public Utilities or Public Communications.
 - h. Two to four (2 – 4) Panhandle area residents representing Public Health/ Medical Services.
 - i. One to Two (1 – 2) Panhandle area residents representing Major Industry interests.
 - j. Two to four (2 – 4) area residents representing Panhandle Agricultural interests.
 - k. One to Two (1 – 2) area residents representing Panhandle Water Districts or Water Authorities.
 - l. One to Two (1 – 2) representatives of the Panhandle’s Transportation system (local government or privately-run).
 - m. One to Two (1 – 2) individuals representing a related federal agency.
 - n. Two to Four (2-4) individuals representing related state or regional agencies.
 - o. Two to Four (2-4) individuals representing Community Support or Volunteer Groups.
 - p. Two – Three (2 – 3) individuals representing area schools or the region’s school system.
2. Members of the Panhandle Regional Emergency Management Advisory Committee shall be appointed by the Panhandle Regional Planning Commission's Board of Directors for staggered three-year terms beginning each June. One-third of the Advisory Committee members shall be reappointed or replaced each year.
 3. A Chairperson and Vice Chairperson of the Panhandle Regional Emergency Management Advisory Committee shall be elected by vote of the Advisory Committee. The Chairperson and Vice Chairperson shall serve one-year terms beginning each June.
 3. In any given year, the Chairperson shall serve as the Panhandle region’s Incident Commander (IC) in the event of a large-scale declared disaster. The Chairperson shall serve in this IC capacity during any event considered to be a regional catastrophic event (as defined by the Stafford Act and state law).

If for some reason, the Chairperson becomes incapacitated or is unable to serve in this role during a given major disaster, he/she may designate another member of the PREMAC to serve as the event’s IC.

The Chairperson’s designation shall continue until he/she re-assumes his/ her role as IC or until the given regional catastrophic disaster event no longer exists.
 5. A representative of the state agency in Texas charged with emergency management oversight authority shall serve as an ex-officio member of the Panhandle Emergency Management Planning Advisory Committee.

C. Meetings

1. Meetings of the Panhandle Regional Emergency Management Advisory Committee shall be held as needed but no less frequently than twice per year.
2. All Advisory Committee meetings shall be open to the public. Meetings shall be recorded on audio tape and minutes prepared.
3. A simple majority of those Advisory Committee members present and voting at any meeting is sufficient to approve any motion.

Exhibit 2: PREMAC's Risk-Informed SHSP Sub-Allocation Methodology for FY24

Background:

This document was prepared in response to SAA Information Bulletin No. 12-002 requiring each Council of Governments (COG) to develop a 1-2 page summary of the methodology used by the COG to determine how their annual allocation of SHSP funding will be distributed down to the individual project level.

Organization:

The PRPC's Regional Homeland Security Program is directed by the Panhandle Regional Emergency Management Advisory Committee (PREMAC); a 31+ member committee comprised of individuals representing the various disciplines that make up the Panhandle's emergency preparedness community. The PREMAC serves as an advisory committee to the PRPC Board of Directors; its members are appointed by the Board. Ultimately, the PRPC Board of Directors, acting on recommendations provided by the PREMAC, is responsible for making all final funding decisions related to the Panhandle's Regional Homeland Security Program. The PREMAC is governed by and operates within the constraints of PRPC Administrative Regulation No. 36 (adopted May 22, 2003; last amended April 22, 2010).

History:

One over-arching principle that has guided the PREMAC's SHSP sub-allocation distribution decision-making process since 2004, when the State discontinued the practice of making direct allocations to jurisdictions and empowered each region to self-determine how their annual funding was to be used, is regional impact. Every SHSP dollar spent in the Panhandle since that time has served as a force multiplier, benefiting not only the jurisdiction receiving the funding but also jurisdictions across the region that now share in an enhanced capability through regional mutual aid. Traditionally, the four basic questions asked by the PREMAC when discerning how a particular project should be prioritized are:

1. What is the need for this project and how does that need compare to other regional needs?
2. Will this project benefit a multi-jurisdictional area?
3. Who will operate the project and how will it be operated?
4. How will this project be sustained?

Rooted in these four questions are the chief elements of a risk-informed methodology. In determining the need for a project; threat, risk, vulnerability and consequence are weighed. They must be in order to establish the necessity for using limited resources on a specific project. Program effectiveness has been measured on a jurisdiction's expressed ability to carry out a project and then maintain it thereafter. Return on investment has been defined as the extent of the capability enhancement that will have regional benefit.

In previous years, the sub-allocation process was initiated with the development of the annual Texas Homeland Security Strategic Plan (THSSP) Regional Implementation Plan. In creating that document, the PREMAC assessed/reassessed the region's risks and vulnerabilities within the framework of the THSSP's goals and objectives and identified regional strategies for addressing those risks/vulnerabilities most critical to the Panhandle in a cost-effective manner. The annual plan was referenced heavily during the sub-allocation decision-making process.

Risk-Informed Overview:

Three planning steps now lead up to and inform the region's sub-allocation process. Those are: 1) the Threat and Hazard Identification and Risk Assessment [THIRA]; 2) the State Preparedness Report [SPR]; and, 3) the annual THSSP Regional Implementation Plan [Implementation Plan]. The THIRA is used to identify the region's capability targets and desired outcomes across the 32 National Preparedness Goal core capabilities. The SPR is used to identify gaps in the region's ability to achieve those outcomes. The Implementation plan is used to establish Performance Measures for meeting the most essential gaps; culminating with a list of Primary Implementation Focus Areas for the year.

This information is then rolled up into the "group think" of the PREMAC as they weigh their annual investment options. The factors described below are also considered as the PREMAC's final SHSP funding recommendations are developed for the PRPC Board's consideration.

1. **Identify Threats** The THIRA is used to accomplish this step.
2. **Estimate Risk** A risk informed funding decision is one made to reduce, manage or intentionally accept risk. In this case, the PREMAC will consider the risk value of one action versus another where Risk Value = Probability¹ X Impact². The matrix below depicts how the values of a risk can be plotted.

Probability of Occurrence	High	Medium-level Risk	High-level Risk
	Low	Low-level Risk	Medium-level Risk
		Low	High

Impact of Risk

Explanation:

- *Low impact/low probability* – [bottom left corner]. The PREMAC will consider risks falling into this quadrant as being low level risks where the impact is presumed to be negligible.
 - *Low impact/high probability* – [top left corner]. These risks would be considered of moderate concern by the PREMAC. The region should be able to cope with them in the normal course of business.
 - *High impact/low probability* – [bottom right corner]. Risks falling into this quadrant would be of high concern if they occur, but based on current threats and conditions, they're highly unlikely to occur.
 - *High impact/high probability* – [top right corner] The PREMAC will consider the risks falling into this quadrant of critical importance.
3. **Rate Return** Having identified and prioritized risks, the PREMAC then assesses the return on grant investment(s) considering the level of SHSP funding available and the benefits that would be yielded by one outlay versus the benefits lost by not investing in another.
 4. **Manage Risks** For those priorities, which due to funding limitations cannot be addressed in a given year, the PREMAC will consider alternative funding or non-grant funded measures for managing those risks until they become higher priorities or until additional SHSP or other grant funding becomes available.

ITEM 17

MEMORANDUM

DATE: July 27, 2023

TO: PRPC Board of Directors

FROM: Melissa Whitaker, Executive Assistant

THRU: Dustin Meyer, Executive Director

SUBJECT: Agenda Item 17
PRPC Building Lease Agreement with 2-1-1 for Vacant Office Space

BACKGROUND

PRPC has had a long-standing commitment with the Law Office's of Art Lara to lease office space on the 3rd Floor of the PRPC facilities. Mr. Art Lara operated his Law Offices for over 30 years in Suite 301, which contained approximately 1,045 square feet of office space. Mr. Lara retired and closed his law practice in January of this year which created vacant office space on the 3rd Floor of the PRPC building.

While PRPC was not actively marketing this space, a conversation started with 2-1-1 through existing relationships between PRPC staff and 2-1-1. The 2-1-1 Texas Panhandle/United Way Helpline's mission is to, "advance the areas of health, income, education, and basic needs, through the collective efforts of the public so that individuals thrive with income stability, education, and health and are independent of charitable and governmental needs."

As such, 2-1-1 is a service that folds well into the mission of PRPC and subsequently, close ties have been developed with 2-1-1 staff and PRPC departments including the Panhandle Agency Area on Agency, Workforce Development and Regional Services. Further, in other Council of Government regions throughout the State, COG's have folded 2-1-1 services into their organization's portfolio.

While the Texas Panhandle 2-1-1 will still be run by the United Way, PRPC is excited to potentially partner with this organization to provide suitable office space at the PRPC facility and hopefully generate important synergies that might come from having this organization in the building. PRPC has conducted a market analysis of downtown office space and considered the office space rate currently being charged to our own funding agencies and determined a monthly rate of \$15,300 year with both of these factors in mind.

In discussions with 2-1-1, a 36-month contract was developed and is attached for the Board's review.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the Executive Director to enter into a lease agreement with 2-1-1 Texas Panhandle/United Way Helpline for vacant office space in the PRPC facility.



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Table of Contents

No.	Paragraph Description	Pg.	ADDENDA & EXHIBITS <i>(check all that apply)</i>
1.	Parties	2	<input type="checkbox"/> Exhibit _____
2.	Leased Premises	2	<input type="checkbox"/> Exhibit _____
3.	Term	2	<input type="checkbox"/> Exhibit _____
4.	Rent and Expenses.....	3	<input type="checkbox"/> Commercial Property Condition Statement
5.	Security Deposit.....	5	<input type="checkbox"/> Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes.....	6	<input type="checkbox"/> Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities	6	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance.....	7	<input type="checkbox"/> Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours.....	7	<input type="checkbox"/> Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance.....	7	<input type="checkbox"/> Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs.....	8	<input type="checkbox"/> Commercial Lease Guaranty (TXR-2109)
12.	Access by Landlord.....	8	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition.....	9	<input type="checkbox"/> Commercial Lease Construction Addendum
14.	Move-Out Condition.....	9	<input type="checkbox"/>
15.	Maintenance and Repairs	9	<input type="checkbox"/> Commercial Lease Addendum for Contingencies (TXR-2119)
16.	Alterations.....	11	<input type="checkbox"/> Information About Brokerage Services (TXR-2501)
17.	Liens	11	<input type="checkbox"/> _____
18.	Liability.....	11	<input type="checkbox"/> _____
19.	Indemnity	11	<input type="checkbox"/> _____
20.	Default	11	<input type="checkbox"/> _____
21.	Abandonment, Interruption of Utilities, Removal of Property and Lockout.....	12	
22.	Holdover	12	
23.	Landlord's Lien and Security Interest.....	12	
24.	Assignment and Subletting	12	
25.	Relocation.....	13	
26.	Subordination.....	13	
27.	Estoppel Certificates and Financial Info.	13	
28.	Casualty Loss	13	
29.	Condemnation	14	
30.	Attorney's Fees.....	14	
31.	Representations.....	14	
32.	Brokers	14	
33.	Addenda	15	
34.	Notices.....	15	
35.	Special Provisions.....	16	
36.	Agreement of Parties	16	
37.	Effective Date	16	
38.	License Holder Disclosure	17	



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1. PARTIES: The parties to this lease are:

Landlord: Panhandle Regional Planning Commission _____; and
Tenant: Texas Panhandle 2-1-1 _____.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number 301 containing approximately 1,045 square feet of rentable area ("rsf") in PRPC Facilities (project name) at 415 S.W. 8th Street (address) in Amarillo (city), Potter County (county) Texas, which is legally described on attached Exhibit _____ or as follows: Residentially knows as 415 S.W. 8th Street and legally described as Plemons lot 102 Blocks 9 and 10.

(2) **Single-Tenant Property:** The real property containing approximately _____ square feet of rentable area ("rsf") at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____.

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is 36 months and 15 days, commencing on: July 17, 2023 (Commencement Date) and ending on July 31, 2026 (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for

such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
		14.64/ rsf / month	\$15,300/ rsf / year	\$1,275
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (*Check all that apply.*):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before DATE August 1st, 2023

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

Dates		Pro-rated Rent		Pro-Rated Monthly
From	To	Monthly rate x Days	Divided by Month	
7/17/2023	7/31/2023	1275 x 15	19,125/31	\$616.93

Commercial Lease concerning: 415 S.W. 8th Street, Amarillo TX 79101 Suite #301

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Panhandle Regional Planning Commission

Address: 415 S.W. 8th Street, Amarillo, TX 79101

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 50.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ _____ to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.
- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$_____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

- (a) \$1,000,000; or
- (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

(3) business interruption insurance sufficient to pay 12 months of rent payments.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Conduct of 2-1-1 Business

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): 8-5 Monday thru Friday

_____.
- D. The third floor of the PRPC facility, in which the leased office space resides, is a controlled area. All guests to the leased space must check in at the front desk and shall be escorted when entering controlled areas of the building at all times.

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____

- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 180 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Foundation, exterior walls, and other structural components.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) Fire protection equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Fire sprinkler systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Parking areas and walks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(12) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(13) Ballast and lamp replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(15) HVAC system replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Signs and lighting:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(a) Pylon.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Fascia.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Monument.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Directional.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Other: _____.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(18) Fences and Gates.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(21) Cranes and related systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(22) _____.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) _____.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationery, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
 - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the non-prevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____
- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not

Commercial Lease concerning: _____

arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: _____ Panhandle Regional Planning Commission
Address: _____ 415 S.W. 8th Street, Amarillo, TX 79101
Attention: _____ Executive Director
Fax: _____ (806) 373-3268

and a copy to: _____
Address: _____
Attention: _____
Fax: _____

Landlord also consents to receive notices by e-mail at: dmeyer@theprpc.org cc: mwhitaker@theprpc.org

Tenant at the leased premises,

and to: _____
Address: _____
Attention: _____
Fax: _____

and a copy to: _____
Address: _____
Attention: _____
Fax: _____

Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. *(If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)*

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

Commercial Lease concerning: _____

- D. **Controlling Law:** The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. **Severable Clauses:** If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. **Waiver:** Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.
- J. **Counterparts:** If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. EFFECTIVE DATE: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: _____

Commercial Lease concerning: _____

READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: _____

Tenant: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

By: _____

By: _____

By (signature): _____ Printed

By (signature): _____ Printed

Name: _____ Title:

Name: _____ Title:

Date: _____

Date: _____

ITEM 18

MEMORANDUM

DATE: July 27, 2023
TO: PRPC Board of Directors
FROM: Dustin Meyer, Executive Director
SUBJECT: Agenda Item 18
Procurement of Engineering Services for HVAC Analysis for PRPC Facility

BACKGROUND

The chiller unit that cools the PRPC facility was built in 1992 and over the last several years has experience numerous breakdowns and subsequent repairs. The frequency of these repairs has increased exponentially over the last several years and the costs to repair the unit quickly adds up. As such the HVAC system has become costly and unreliable.

PRPC administration felt that instead of continuing to apply these costly band aids to the system, that a holistic review should be done to determine if a more sustainable repair can be made, if full replacement was recommended and what the options are to provide cooling to the organization's facility. The assessment is expected to be done with energy efficiencies, cost savings and long term viability as important considerations.

To that end, PRPC has worked through a Request for Qualifications process.

- *On June 2, 2023, PRPC issued a Request for Qualifications (RFQ) for engineering services related to the analysis of the buildings HVAC system in accordance with 31 Texas Administrative Code Chapter 361 and the Panhandle Regional Planning Commission's procurement policies.*
- *The deadline to receive Statement of Qualifications (SOQ) was Tuesday, June 20, 2023. The RFQ was published in the Amarillo Globe News and on the PRPC website as well as directly solicited to seven firms.*
- *Four firms requested RFQ packets, and PRPC received three Statement of Qualifications.*
- *The Statement of Qualifications were reviewed and scored by the Executive Director, Finance Director and Deputy Executive Director taking into consideration relevant experience and ability, design ability, responsiveness to the RFQ, Client Responsiveness and Availability.*
- *Flex Engineers was unanimously scored the highest and PRPC entered into contract negotiates with this firm.*

RECOMMENDATION

Staff recommends that the Board of Directors authorize the Executive Director to enter into a contract with Flex to provide an HVAC analysis for the PRPC facility.

**PANHANDLE REGIONAL PLANNING COMMISSION
REQUEST FOR QUALIFICATIONS – MECHANICAL ENGINEERING
HVAC ASSESSMENT**

The Panhandle Regional Planning Commission (PRPC), is seeking proposals to provide professional services to assist in reviewing and assessing the PRPC facility HVAC system. The successful firm(s) will demonstrate knowledge of HVAC systems for commercial buildings.

- I. Statement of Qualifications – The Panhandle Regional Planning Commission is seeking to contract with a competent firm(s) or individual(s), with the necessary credentials and qualifications, that has specific experience and knowledge in providing mechanical services to make a full assessment of the existing building HVAC system.

Please provide with your statement of qualifications including the approach to executing the work associated with this project, a list of at least five (5) projects with a similar scope of work, resumes for team members associated with the project should you receive the contract award, and a list of proposed sub-consultants or team members who are or may be involved in your proposal.

- II. Scope of Services – The Respondent selected through this RFQ will provide an analysis of the existing HVAC system, alternatives for update and replacement. The selected Respondent may also assist in the completion of the State Energy Conservation Office (SECO) Loan Program application (RFA No. BE-G26-2023) as well as an assessment of increased energy efficiencies through an update of the HVAC system.

The Respondent shall provide a full analysis of the existing building HVAC system and make recommendations for necessary improvements, replacements or updates to the system. The analysis should include updates to the existing system and/or alternatives that may necessitate replacement of the existing system. Analysis will provide potential costs, timelines and increased energy efficiencies. The qualified Respondent will assess the existing HVAC system and if the construction phase is pursued scope of work will also include the design of a full HVAC system and preparation of bid documents.

The RFQ will be inclusive of the Bidding and Construction Documents for updating and/or replacement of the existing HVAC equipment serving the PRPC building if the construction services phase is pursued. The following generally describes the Project scope.

- III. Submission
 1. Proposals will only be accepted from firms or individuals having requested an RFQ package. RFQ Packages are available by written request from the PRPC, contact information below or emailed (mwhitaker@theprpc.org) requests will be accepted; however, the requesting entity must verify receipt. All inquiries and requests must be directed to the attention of Dustin Meyer (806-372-3381).

2. The deadline for responses to this request is **5:00 PM, Tuesday, June 20, 2023**. One (1) electronic copy in PDF format and three (3) hardcopies, which shall include two (2) bound copies and one (1) unbound copy by U.S. mail, FedEx/UPS or hand delivered to:

Panhandle Regional Planning Commission
Attn: Dustin Meyer
P.O. Box 9257
Amarillo, TX 79105

Physical Address: 415 SW 8th Ave. Amarillo, TX 79101

Proposals received after the stated deadline will not be considered.

PRPC reserves the right to negotiate with any and all individuals and firms that submit proposals and to award more than one contract or to award no contracts.

Request for Qualifications

Distribution List

Firm/Organization	Contact	Contact Information
Brown Consulting Engineers	Travis Brown	travis.brown@brownconsultingengineers.com
OJD Engineering	Che Shadle	che.shadle@ojdengineering.com
Altura Engineering and Design	Davis Salas	david.salas@alturaengineering.com
Altura Engineering and Design	Janet Macon	janet.macon@alturaengineering.com
KSA Engineering	Hunter Hilbrim	marketing@ksaeng.com
Parkhill Engineering	Brian Griggs	bgriggs@parkhill.com
Flex Engineers	Joseph Huseman	joseph.huseman@flex-engineers.com
Burns/McDonnell	Jason Draper	JDraper@burnsmcdonnell.com



**PANHANDLE REGIONAL
PLANNING COMMISSION**

**REQUEST FOR QUALIFICATIONS FOR MECHANICAL
ENGINEERING AND RELATED DESIGN PROFESSIONAL
SERVICES FOR ANALYSIS OF
HVAC BUILDING UPDATE/REPLACEMENT**

**PANHANDLE REGIONAL PLANNING COMMISSION
REQUEST FOR QUALIFICATIONS FOR MECHANICAL ENGINEERING
AND RELATED DESIGN PROFESSIONAL SERVICES FOR ANALYSIS
OF HVAC BUILDING UPDATE/REPLACEMENT**

Notice to Public

The Panhandle Regional Planning Commission ("PRPC") requests that mechanical engineering services firms ("Respondents") submit written responses to this RFQ for mechanical engineering services for analysis of the potential update and replacement of the building HVAC system, potentially including control design and installation for the Project.

1. Request for Qualifications

1.1. General.

1.1.1. Purpose of RFQ. This RFQ is a part of the process for PRPC's selection of a mechanical engineering services firm to provide design and related services: analysis of existing HVAC system, alternatives for update and replacement and potential design and installation of controls, ("Project"). Timely submitted RFQ Responses will be evaluated by a Selection Committee. The Selection Committee will score timely submitted RFQ Responses and will recommend that PRPC award of the Engineering Services Agreement to the Respondent submitting the highest scored RFQ Response.

1.1.2. Obtaining RFQ. This RFQ may be obtained from PRPC by contacting the Executive Director whose contact information is noted herein. The RFQ is also available online at: <https://www.theprpc.org/>

1.2. PRPC RFQ and RFI Contacts. Questions or other communications relating to this RFQ shall be directed to PRPC at:

Panhandle Regional Planning Commission
415 S.W. Eighth Ave, Amarillo, TX, 79101
Dustin Meyer, Executive Director
dmeyer@theprpc.org
806-372-3381

RFI- Melissa Whitaker, Executive Assistant
mwhitaker@theprpc.org
806-372-3381

1.3. PRPC Modifications to RFQ. The PRPC expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ Responses, including without limitation, the cancellation of this RFQ. Modifications, if any, made by PRPC to the RFQ will be in writing; potential Respondents who have obtained this RFQ from PRPC prior to any such modifications will be issued modifications to the RFQ by written addenda.

1.4. Public Records. Except for materials deemed Trade Secrets and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFQ are deemed property of PRPC and public records upon submission to PRPC.

- 1.5. Errors/Discrepancies/Clarifications to RFQ. If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify PRPC of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to PRPC. Responses of PRPC to any requested clarification will be in writing; if in the sole judgment of PRPC, any clarification response affects the RFQ or other Respondents, PRPC will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from PRPC. All requests for clarification of this RFQ must be submitted and actually received by PRPC no later than the date/time indicated in Paragraph 4.1; PRPC will not respond to clarification requests submitted thereafter. All communications to PRPC shall be as set forth in Paragraph 1.2 above.
 - 1.6. RFQ Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ shall be borne solely and exclusively by the Respondent.
2. Project Scope. The Respondent selected through this RFQ will provide an analysis of the existing HVAC system, alternatives for update and replacement. The selected Respondent may also assist in the completion of the State Energy Conservation Office (SECO) Loan Program application (RFA No. BE-G26-2023) as well as an assessment of increased energy efficiencies through an update of the HVAC system.

The RFQ will be inclusive of the Bidding and Construction Documents for updating and/or replacement of the existing HVAC equipment serving the PRPC building if the construction services phase is pursued. The following generally describes the Project scope.

2.1. The Respondent shall provide a full analysis of the existing building HVAC system and make recommendations for necessary improvements, replacements or updates to the system. The analysis should include updates to the existing system and/or alternatives that may necessitate replacement of the existing system. Analysis will provide potential costs, timelines and increased energy efficiencies. The qualified Respondent will assess the existing HVAC system and if the construction phase is pursued scope of work will also include the design of a full HVAC system and preparation of bid documents.

3. Response

- 3.1. RFQ Activities; Timeline. The following is a description of the principal activities to be completed under this RFQ and the timeline for completion of each activity. The following notwithstanding, PRPC expressly reserves the right to amend the extent, nature or scope of RFQ activities and/or the timeline for commencing/completing RFQ activities.

Activity	Completion Date
Last day for submittal of RFQ questions	Monday, June 12, 2023
Responses to RFQ Questions issued	Friday, June 16, 2023
Latest date and time for submittal of RFQ Proposals	Tuesday, June 20, 2023

3.2. Submission of RFQ Responses.

- 3.2.1. Latest Date/Time for Submission of RFQ Response. **The latest date/time for submission of RFQ Responses is set forth in Paragraph 3.1.** RFQ Responses which are not actually received at PRPC, or by email, at or prior to the latest date/time for submission of RFQ Responses will be rejected by PRPC for non-responsiveness. Respondents are solely responsible for the timely submission of RFQ Responses.
- 3.2.2. Location for Submission of RFQ Response. RFQ Responses shall be enclosed and sealed in an envelope with the exterior prominently marked to identify this RFQ and the name of the Respondent.

Panhandle Regional Planning Commission
415 S.W. Eighth Ave, Amarillo, TX, 79101
Attn: Dustin Meyer, Executive Director

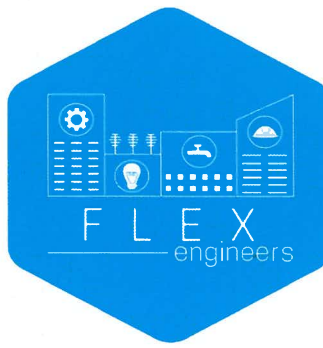
4. RFQ Evaluations.

- 4.1. General. Timely submitted RFQ Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFQ which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness. PRPC may waive minor irregularities in RFQ Responses.
- 4.2. PRPC Policy. It is the policy of PRPC that the selection of firms to provide professional services in connection with construction projects of PRPC be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to PRPC.
- 4.3. Evaluation Criteria. The following set forth the criteria by which each RFQ Response will be evaluated and the relative weight of each evaluation criteria out of 100 points.
- 4.3.1. Relevant Experience and Ability (25 points). The Respondent and its proposed Project team will be evaluated based on experience as mechanical engineers for recent projects similar in size, scope, use and complexity as the Project subject to this RFQ.
- 4.3.2. Design Ability (25 points). The ability and commitment of the Respondent and its proposed Project team to develop and implement high-quality, functional, cost-effective and aesthetically attractive designs for similar or comparable projects to the Project.
- 4.3.3. Responsiveness to RFQ (10 points). PRPC will evaluate the Respondent's responsiveness to the requirements of this RFQ.
- 4.3.4. Client Responsiveness (25 points). PRPC will evaluate the prior experience and success of the Respondent and its proposed Project team to establish effective working relationships within the setting, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.
- 4.3.5. Availability (15 points). PRPC will evaluate the availability of the Respondent, its proposed Design Consultants the personnel of the Respondent and its proposed Design Consultants to be dedicated to the Project within PRPC's anticipated schedule. This evaluation will include the demonstrated ability and willingness of the Respondent and its proposed Design Consultants to promptly provide and complete services, preferably from a location in close proximity to PRPC or otherwise.
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4.4. Award of Engineering Services Agreement. Upon completing review of timely submitted RFQ Responses, the Selection Committee will make recommendations to the PRPC Board of Directors for the award of the Engineering Services Agreement.

[END OF SECTION]

CANYON, TEXAS



CONSULTING ENGINEERS

Flex Engineers Response to RFQ for HVAC Analysis

Huseman Consulting Engineers, LLC DBA Flex Engineers
2306 6th Ave
Canyon, Texas 79015
Contact: Joseph Huseman
Phone: (806) 231-4943
Email: Joseph.Huseman@Flex-Engineers.com

Board members and representatives of the
Panhandle Regional Planning Commissions,
Thank you for considering **Flex Engineers**
Please feel free to reach out for questions, comments, or concerns.

Our Mission:
We design flexible solutions for those that want to build.

(806) 231-4943
2306 6TH AVE
CANYON, TX 79015
WWW.FLEX-ENGINEERS.COM

June 16, 2023

Dustin Meyer, Executive Director
Panhandle Regional Planning Commission
415 SW 8th Ave.
Amarillo, TX 79101

Re: Mechanical Engineering HVAC Assessment

Dear Dustin Meyer,

It is with great pleasure that Flex Engineers submits the following in response to the Panhandle Regional Planning Commission's Request for Qualifications for mechanical engineering HVAC assessment. We look forward to the opportunity of working with the schools in the Panhandle area.

The project's specific mechanical requirements provide an optimal setting for the strengths and skillsets of our team. Our chief philosophy is to leave the building safer than we found it. Our firm is one of the only multi-disciplined mechanical, electrical, and civil-structural firms in the nation. The project's specific mechanical requirements provide an optimal setting for the strengths and skillsets of our team

If you have any questions or concerns, please reach out to us.

Best Regards,



Joseph Huseman, Engineer & Owner

Table of Contents

Introductory Letter of Interest.....	1
I. Firm’s Qualifications	3
II. Past Experience.....	4
Clarendon ISD	4
Groom ISD	5
Farwell ISD	6
Silverton ISD	7
Sunray ISD	8
III. Resumes	9
Additional Information	11

I. Firm's Qualifications

Flex Engineers takes pride in being the engineers who listen. Our proximity and willingness to be on the jobsite enhances our ability to work towards your goals. Flex Engineers has extensive experience developing high-quality and efficient mechanical designs creating comfortable environments.

To begin, Flex engineers conducts an initial thorough analysis of existing systems consisting of physical inspection of the property and equipment as well as 3-D scanning the environment. The site visits are carefully coordinated around the building's hours of operation and within the client's constraints to ensure minimal disruption to their business.

By conducting this assessment, Flex is equipped to offer the client well-informed recommendations regarding equipment replacement and alternative solutions. Flex also provides educative potential cost estimates and tentative schedules for each option based on scope of work and equipment lead times allowing the client to make the best decision for them.

In the past, investigating existing conditions and systems, including rooftop units to identify matching curbs and utility lines (e.g., natural gas, sewer, water, electrical), has resulted in significant cost savings per unit. Flex also often recommends efficient HVAC units where continuous conditioning is needed for the expected application, while recommending more cost-effective HVAC that still meet conservation code requirements in areas with less frequent occupation such as gymnasiums and auditoriums.

Our team approaches each project by evaluating its unique challenges to create tailored solutions. The necessary time and effort are invested to decipher complicated existing systems to design the best customized solution. Flex has completed MEP designs ranging from \$10 thousand to more than \$10 million across the Panhandle. The multi-discipline competency mitigates miscommunications between trades and man-hours spent on projects since all design services are kept in house.

Thank you for considering Flex Engineers. We look forward to working with you!

II. Past Experience

Clarendon ISD

416 Allen St
Clarendon, TX 79226
Phone: (806) 874-2062

- Owner contact: Terry Ralston (Maintenance)
- Phone: (806) 626-3322
- Campus: Clarendon ISD
- Name of Project: 2019 Clarendon ISD HVAC Upgrade
- Description of Project: Equipment Replacement
- Size in Square Footage: 11 Classrooms
- Date of Construction Contract: June 24, 2019
- Date of Substantial Completion: August 24, 2019
- Dollar Value of Construction at Date of Contract: \$138,270
- Dollar Value of Construction at Completion of Contract: \$129,370
- Partner in Charge: Joseph Huseman
- Project Architect: N/A
- Mechanical Contractor: Fogg Mechanical
- Mechanical Contractor Contact: Karl Fogg
- Contact Telephone Number: (806) 336-2250



Figure 1: Clarendon ISD

Groom ISD

304 W 3rd St,
Groom, TX 79039
Phone: (806) 248-7474

- Owner contact: Jay Lamb (superintendent)
- Phone: (806) 248-7557
- Campus: Groom ISD
- Name of Project: Groom ISD School Renovations and Additions
- Description of Project: Typical renovation, HVAC replacement
- Size in Square Footage: 59,000 ft^2
- Date of Construction Contract: September 12, 2018
- Date of Substantial Completion: October 20, 2020
- Dollar Value of Construction at Date of Contract: \$6.8 million
- Dollar Value of Construction at Completion of Contract: \$6.8 million
- Partner in Charge: Joseph Huseman
- Project Architect: A+E Design Group
- General Contractor: Huseman Builders
- General Contractor Contact: Greg Huseman
- Contact Telephone Number: (806) 557-4088



Figure 2: Groom ISD

Farwell ISD

805 Avenue G
Farewell, TX 79325
Phone: (806) 481-3371

- Owner contact: Colby Waldrop (superintendent)
- Phone: (806) 481-3371
- Campus: Farwell High School, Junior High School, Elementary school, Vo-Ag Building, and locker rooms
- Name of Project: Farwell ISD School Renovations & Additions
- Description of Project: Typical renovation, ~100 HVAC units replaced
- Size in Square Footage: Approximately 146,000 ft^2
- Date of Construction Contract: June 13, 2018
- Date of Substantial Completion: February 18, 2021
- Dollar Value of Construction at Date of Contract: \$10.2 million
- Dollar Value of Construction at Completion of Contract: \$10.2 million
- Partner in Charge: Joseph Huseman
- Project Architect: A+E Design Group
- General Contractor: Huseman Builders
- General Contractor Contact: Greg Huseman
- Contact Telephone Number: (806) 557-4088



Figure 3: Farwell ISD

Silverton ISD

700 Loretta St

Silverton, TX 79257

Phone: (806) 823-2476

- Owner contact: Michelle Francis (superintendent)
- Phone: (806) 823-2476
- Campus: Silverton Highschool, and Silverton Junior High School
- Name of Project: 2019 Additions & Renovations to Silverton ISD
- Description of Project: Typical renovations, adding HVAC
- Size in Square Footage: 25,000 *ft*²
- Date of Construction Contract: September 20, 2019
- Date of Substantial Completion: September 2021
- Dollar Value of Construction at Date of Contract: \$4.2 million
- Dollar Value of Construction at Completion of Contract: \$4.2 million
- Partner in Charge: Joseph Huseman
- Project Architect: A+E Design Group
- General Contractor: Huseman Builders
- General Contractor Contact: Greg Huseman
- Contact Telephone Number: (806) 557-4088



Figure 4: Silverton ISD Gym

Sunray ISD

400 E 7th St
Sunray, TX 79086
Phone: (806) 948-4411

- Owner contact: Marshall Harrison
- Phone: (8006) 948-4411
- Campus: Vo-Ag, Technology, band hall, gym
- Name of Project: 2020 Additions & Renovations to Sunray ISD
- Description of Project: Vo-Ag, Technology, band hall, gym, typical renovation
- Size in Square Footage: 50,000 ft^2
- Date of Construction Contract: January 18, 2021
- Date of Substantial Completion: TBD
- Dollar Value of Construction at Date of Contract: \$10 million
- Dollar Value of Construction at Completion of Contract: TBD
- Partner in Charge: Joseph Huseman
- Project Architect: hohe Design Group
- General Contractor: Huseman Builders
- General Contractor Contact: Greg Huseman
- Contact Telephone Number: (806) 557-4088



Figure 5: Sunray ISD

III. Resumes

Joseph Huseman

2300 N Western St., Amarillo, TX 79124 • (806) 231-4943 • Joseph.Huseman@flex-engineers.com

Education and License

Professional Engineering License (Texas, Oklahoma, Colorado, and New Mexico)

Recognized for Mechanical, Electrical, and Civil-Structural Engineering by NCEES (National Counsel)

Georgia Tech, Atlanta, GA

Master of Science in Mechanical Engineering

Rice University, Houston, TX

Bachelor of Science in Mechanical Engineering

Engineering Experience

Flex Engineers, Amarillo, TX

Dec 2017 - Present

- Professional Engineering and Consulting (flagship products mechanical and electrical)
- 1 of ~50 in nation recognized for Mechanical, Electrical, and Civil-Structural Engineering
- 3D Scanning - BIM, Point Clouds, Virtual Models (Matterport & Leica)
- Leads a five-member design group, providing design direction on floor plans, equipment selection, and analytics used in construction, renovations, and other applications.
- Coordination with clients, architects, vendors, and contractors.
- Projects include schools, restaurants, offices, churches, body shops, medical, industrial, etc.

GE Oil & Gas, Houston, TX

July 2013 - Dec 2017

- Mechanical New Product Engineer
 - Led a multidisciplinary, international team to design oilfield equipment rated to 3 million lbf
- Systems Engineering
 - Collaborated to build a multi \$100 million proposal for 20,000 psi drilling equipment
- Field Service Engineer (FSE) and Manager
 - Serviced and commissioned Blow Out Prevention (BOP) and drilling equipment globally
 - Led and supported 20-25 FSEs within North America, Singapore, Aruba, Spain, and Egypt

Aerospace Experience

NASA - Mathematical Research Inc., Johnson Space Center, Houston, TX

2012

Remodeled business integration techniques between NASA, Hamilton Sundstrand, and UTC Aerospace Systems regarding astronauts' Primary Life Support Systems (spacesuits)

Baker Institute of Public Policy, Moscow, Russia

Summer 2012

The Baker Institute is one of the top Think Tanks in the nation (18th according to McGann's 2015 report)

Represented the United States in Russia as an American engineer collaborating with 9 countries to calculate ballistics to land on the comet, Tempel 1 (primary purpose of public relations)

Skills

Software: AutoCAD, Finite Element Analysis, Mathcad, ANSYS, Pro-E, SolidWorks, MATLAB, Microsoft Office Suite (Excel, Word, PowerPoint, Visio, Project)

Hardware: Welding, skid loader, forklift, milling, lathing, impact tools, saws, construction tools

Skills: Nanotechnology, farming, plumbing, surveying equipment, masonry, electrical construction

Publications

Patents (2 USA and 1 World pending) - US9945401B2, US20170276399A1, WO2016191273A1

Failsafe System and Method for Reducing Load in a Hydraulic Cylinder

Systems and Methods for Sensing Engagement in Hazardous Rated Environments

Scientific

Scientific Reports (Nature) - Superhydrophilic Functionalization of Microfiltration Ceramic Membranes

Enables Separation of Hydrocarbons from Frac and Produced Water (2nd Author)

Magaly Miramontes

(806) 410-9086 mmrmnts@gmail.com

Texas PELS

- E.I.T. #72160
- P.E. Mechanical License pending, (awaiting issuance of license, expected February 2024)

Summary of Requirements

- Proficient in software including Revit, AutoCAD, Civil 3D, MathCAD, Microsoft office
- Provides solutions to specific situations using analytical skills and experience
- Project leadership skills and effective communication
- Ability to time manage to meet deadlines, schedules, meetings, and shifts
- Bilingual: Fluent in English and Spanish (oral and written)

Education

West Texas A&M University Canyon, Texas
Bachelor of Science in Mechanical Engineering May 2020

Amarillo College Amarillo, Texas
Associate of Science in Mechanical Engineering May 2018

Work Experience

Flex Engineers Canyon, Texas
E.I.T. Designer Feb 2021-Present

- Design of Mechanical, Electrical, Plumbing, Civil, and Structural construction, and demolition plans for commercial buildings
- Verifies designs adhere to engineering codes, design principles, and company policies
- Coordinates with architects, general contractors, subcontractors, product manufacturers, and utilities to optimize plans and ensure high quality completion of work that meets client's needs
- Creates virtual models of construction sites (Matterport & Leica)

West Texas A&M University Canyon, Texas
Grader Spring 2020

- Assisted mechanical engineering professor grading homework assignments, lab reports, and assisted with laboratories for an advanced mechanics' course

Design Projects/Involvement

- Plantar pressure mapping sensor for diabetic neuropathy
- Evaporative Cooler
- Hydraulic log splitter
- ASME
- Women of Engineering
- Vice president of Amarillo College Engineering Society

Additional Information

- Flex Engineers has no known pending litigations, claims filed against, or known conflicts of interest at this time.
- Flex Engineers currently maintains the following Professional Liability coverage (see appendices for master certificate):

Workman's Compensation Insurance

Limit of liability:

\$1,000,000 each claim

Professional Liability Insurance

Limit of liability (inclusive of claim expenses):

\$1,000,000 each claim

\$2,000,000 each policy year aggregate